

SOLICITATION, OFFER, AND AWARD (Construction, Alteration, or Repair)	1. SOLICITATION NO.	2. TYPE OF SOLICITATION	3. DATE ISSUED	PAGE OF PAGES
	VA259-14-R-1014	<input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)	06-02-2014	1 64

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

4. CONTRACT NO.	5. REQUISITION/PURCHASE REQUEST NO.	6. PROJECT NO.
	575-12-3-6040-0038	575-14-821

7. ISSUED BY	8. ADDRESS OFFER TO
Department of Veterans Affairs Rocky Mountain Network VISN 19 Contracting 4100 E. Mississippi Avenue, Suite 900 Glendale CO 80246	Department of Veterans Affairs Rocky Mountain Network VISN 19 Contracting 4100 E. Mississippi Avenue, Suite 900 Glendale CO 80246

9. FOR INFORMATION CALL:	A. NAME	B. TELEPHONE NO. (Include area code) (NO COLLECT CALLS)
	Tim Nyberg	303-372-7019

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 no., date):

Contractors to provide all manpower, materials, equipment, and supervision, necessary to repair the elevated water tank as noted in the Statement of Work.

The performance of this work will take place at the GJ VAMC in Grand Junction, CO
 The NAICS code for this project is 236220 with a Small Business Size Standard of \$33.5 million.
 In accordance with FAR 36.204 this project has a magnitude between \$250,000 and \$500,000.

In accordance with P.L. 109-461, this acquisition is 100% set aside for Service Disabled Veteran Owned Small Businesses (SDVOSB) concerns; the applicable NAICS Code is 236220, which is for Commercial and Institutional Building Construction. See FAR 52.219-27, Notice of Total Service Disabled Veteran Owned Small Business of this solicitation for information in regards to requirements in order to be considered. Offerors must be verified in the VetBiz Registry on the web located at www.vip.vetbiz.gov.

All employees of the General Contractor and subcontractor must have completed a 10 hour OSHA Safety course and other relevant training prior to the start of work. Site Supervisors are required to have 30 hour OSHA training and must be on the work site at all times while work is being performed. OSHA documentation on all on-site employees must be provided to Tim Nyberg and the COR prior to the start of work.

In accordance with FAR 52.204-8, Annual Representations and Certifications, prospective offerors must complete on-line representations and certifications (ORCA). Both the SAM and ORCA links on the web are at www.SAM.gov

Note - A site visit will be held on June 11, 2014. See SOW for more details.

All questions are due no later than June 13 2014 at 4:00pm (MST). Any questions received after that date may not be answered.

Proposals are due via email to timothy.nyberg@va.gov by 3:00pm MST on July 2, 2014.

11. The Contractor shall begin performance within 10 calendar days and complete it within 90 calendar days after receiving ☐ award, ☒ notice to proceed. This performance period is ☒ mandatory, ☐ negotiable. (See 52.211-10.)

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

13. ADDITIONAL SOLICITATION REQUIREMENTS:

- A. Electronic offers submitted by email to perform the work required are due at the email address: timothy.nyberg@va.gov by 3:00PM (MST) (hour) local time 07-02-2014 (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 90 calendar days for Government acceptance after the date offers are due will not be considered and will be rejected.

OFFER(Must be fully completed by offeror)

14. NAME AND ADDRESS OF OFFEROR (Include ZIP Code)	15. TELEPHONE NO. (Include area code)
	16. REMITTANCE ADDRESS (Include only if different than Item 14)
CODE	FACILITY CODE

17. The offeror agrees to perform the work required at the prices specified below in strict accordance with the terms of the solicitation, if this offer is accepted by the Government in writing within _____ calendar days after the date offers are due. (Insert any number equal to or greater than the minimum requirement stated in Item 13D. Failure to insert any number means the offeror accepts the minimum in Item 13D.)

AMOUNTS

18. The offeror agrees to furnish any required performance and payment bonds.

19. ACKNOWLEDGMENT OF AMENDMENTS

(The offeror acknowledges receipt of amendments to the solicitation - give number and date of each)

AMENDMENT NO.										
DATE										

20A. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER
(Type or print)

20B. SIGNATURE

20C. OFFER DATE

AWARD (To be completed by Government)

21. ITEMS ACCEPTED:

22. AMOUNT

23. ACCOUNTING AND APPROPRIATION DATA

575-3620162-6040-854100-3220 23NRNR000

24. SUBMIT INVOICES TO ADDRESS SHOWN IN
(4 copies unless otherwise specified)

ITEM

25. OTHER THAN FULL AND OPEN COMPETITION PURSUANT TO

☐ 10 U.S.C. 2304(c) () ☐ 41 U.S.C. 253(c) () ☐

26. ADMINISTERED BY

CODE

27. PAYMENT WILL BE MADE BY

Department of Veterans Affairs
Rocky Mountain Network
VISN 19 Contracting
4100 E. Mississippi Avenue, Suite 900
Glendale CO 80246

Department of Veterans Affairs
Financial Service Center
PO Box 149971
Austin TX 78714-9971

PHONE:

FAX:

CONTRACTING OFFICER WILL COMPLETE ITEM 28 OR 29 AS APPLICABLE

☒ 28. NEGOTIATED AGREEMENT (Contractor is required to sign this document and return 1 copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all work, requisitions identified on this form and any continuation sheets for the consideration stated in this contract. The rights and obligations of the parties to this contract shall be governed by (a) this contract award, (b) the solicitation, and (c) the clauses, representations, certifications, and specifications incorporated by reference in or attached to this contract.

☐ 29. AWARD (Contractor is not required to sign this document.) Your offer on this solicitation, is hereby accepted as to the items listed. This award consummates the contract, which consists of (a) the Government solicitation and your offer, and (b) this contract award. No further contractual document is necessary.

30A. NAME AND TITLE OF CONTRACTOR OR PERSON AUTHORIZED
TO SIGN (Type or print)

31A. NAME OF CONTRACTING OFFICER (Type or print)

Andrew Stigen

30B. SIGNATURE

30C. DATE

31B. UNITED STATES OF AMERICA

BY

Continuation Sheet**Pricing schedule**

The government's payment for the items listed in the pricing schedule shall constitute full compensation to the contractor for furnishing all plant, labor, tools, parts, equipment, appliances, transportation, parking, materials and incidentals needed to perform all operations required to complete the work in conformity, and if applicable with any and all drawings and specifications for **VA Project 575-14-821: Rehab Elevated Water Tank at the Grand Junction VAMC (GJ VAMC).** The contractor shall include prices for all items listed in the pricing schedule and include all costs associated for work in the specifications, whether or not specifically listed in the pricing schedule. Work will be accomplished at the GJ VAMC at 2121 North Avenue, Grand Junction, Colorado, 81501.

*Note: additional pricing instructions are listed in "Factor 4" on page 12 of this solicitation.

PRICE SCHEDULE

<u>CLIN</u>	<u>SUPPLIES / SERVICES</u>	<u>QTY</u>	<u>UNIT</u>	<u>AMOUNT</u>
PERIOD OF PERFORMANCE, 90 calendar days after the notice to proceed				
0001	Repair any cracks and spalling in the concrete with a commercial non-shrinking grout and seal the foundations with a sealant	1	JB	\$_____
0002	Electrically ground the tank for lightning protection	1	JB	\$_____
0003	Clean the area around the anchor bolts, then weld around the circumference of the bolt-to-nut and nut-to-base plate connections to reinforce	1	JB	\$_____
0004	Install a frost proof drain valve, complete with a locking device and a splash pad	1	JB	\$_____

0005	Replace the existing riser manway with an approved 24" manway, complete with a davit arm, a Confined Space Entry sign and maintenance free galvanized steel bolts	1	JB	\$_____
0006	Install a protective plate over the outlet pipe located in the riser	1	JB	\$_____
0007	Extend the overflow down the exterior to grade, complete with standoffs every 12' on center, install an elbow, a flapper valve with a screen and a splash pad	1	JB	\$_____
0008	Install an approved, antiskid rung equipped, tower access ladder complete with standoffs every 12' on center. Install a cable type ladder safety climb device. Install an aluminum lockable ladder guard to prevent unauthorized access. Post a Fall Protection Required sign.	1	JB	\$_____
0009	Raise the existing handrail system to the required 42", install an intermediate rail, cut out a section of the handrail at the junction of the tower access ladder and catwalk, the width of the tower access ladder plus 4" on each side, and install the necessary bracing to keep railing at design strength, complete with a stainless steel chain gate.	1	JB	\$_____
0010	Drill additional weep holes in balcony floor.	1	JB	\$_____

0011	Install a 30" shell manway. Install a 30" second shell manway 180° from primary shell manway. Post Confined Space Entry signs at shell manways. Install interior bowl ladders at shell manways. Install cable type ladder safety devices on interior bowl ladders.	1	JB	\$_____
0012	Weld the circumference of the posthead-to-shell connections	1	JB	\$_____
0013	Replace existing roof manway with a 30" manway with a 4" curb and a 2" overlap cover. Post a Confined Space Entry sign on roof manway. Install handrails around all roof openings	1	JB	\$_____
0014	Replace the existing roof vent with a vacuum/pressure vent and screen. Repair or remove the obstruction light system	1	JB	\$_____
0015	Install an approved, antiskid rung equipped, interior access ladder complete with standoffs every 12' on center. Install a cable type ladder safety climb device	1	JB	\$_____
0016	Install a passive cathodic protection system on the interior of the tank	1	JB	\$_____
0017	INTERIOR COATING SYSTEM: Mediablast all rusted and abraded areas of the tank interior to SSPC#10 (near white blast) condition, brushblast all remaining areas, stripe coating all seams and welds, then apply an epoxy liner to achieve 8-10 mils dry film thickness	1	JB	\$_____

0018	Extend the inlet and outlet pipes into the container from the bottom of the riser and seal off the top of the riser turning it into a dry tube. Install a recirculation line and pump to aid in freeze protection and water turnover. Electrical hookup to be completed by others.	1	JB	\$_____
	Total Contract: 0001 - 0018			\$_____

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INFORMATION REGARDING BIDDING MATERIAL, BID GUARANTEE AND BONDS

(a) Bidding materials consisting of drawings, specifications and contract forms may be obtained by qualified General (Prime) Contractors interested in submitting bids direct to the Department of Veterans Affairs. A maximum of 2 sets may be issued when requested. Up to 2 sets of drawings and specifications will be furnished upon request to subcontractors for their use in preparing subbids for General (Prime) Contractors. Suppliers and subcontractors listed above shall show in their requests the work or equipment for which they intend to prepare subbids.

(b) One set of drawings and specifications may be obtained by Builders Exchanges, Chambers of Commerce, Quantity Surveyors, trade and microfilming organizations.

(c) Bidding materials may be obtained only upon written application to the issuing office. Bidders should allow 5 working days after receipt of their request by the issuing office for reproduction, in addition to mail delivery time when requesting bidding material.

(d) Subcontractors, material firms and others interested in preparing subbids may, upon application to the issuing office, obtain a list of organizations, such as Builders Exchanges, Chambers of Commerce, Contractors and others, who have received bidding materials.

(e) While no deposit will be necessary, return of the bidding material, postage prepaid, to the issuing office within 10 days after date of opening bids will be required. In case no bid is to be submitted, the return of the bidding material, as soon as this fact has been determined and before the date of opening bids, is requested. If you decide not to bid on this project, please advise the issuing office of your reasons (the contracting officer should modify accordingly if a deposit is required).

(f) A bid guarantee is required in an amount not less than 20 percent of the bid price but shall not exceed \$3,000,000. Failure to furnish the required bid guarantee in the proper form and amount, by the time set for opening of bids, will require rejection of the bid in all cases except those listed in FAR 28.101-4, and may be cause for rejection even then.

(g) If the contract will exceed \$100,000 (see FAR 28.102-1 for lesser amount), the bidder to whom award is made will be required to furnish two bonds, a Payment Bond, SF 25A, and a Performance Bond, SF 25, each in the penal sum as noted in the General Conditions of the Specification. Copies of SFs 25 and 25A may be obtained upon application to the issuing office.

DESCRIPTION OF WORK:

Cost Range: this project has a magnitude between \$250,000 and \$500,000.

INSTRUCTIONS, CONDITIONS AND OTHER STATEMENTS TO BIDDERS/OFFERORS

2.1 INSTRUCTIONS FOR SUBMISSION

PART I - INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS

PART I/SECTION A – REQUEST FOR PROPOSAL

I.1A JOINT VENTURES

If submitting an offer as a joint venture as defined by P.L. 109-461 AND Department of Veterans Affairs I.L. 049-06-4, <http://www.vetbiz.gov/library/jtventure.pdf> , an offeror must provide a copy of the joint venture agreement specific to the project that is consistent with the percentage of required work and net proceed. Additionally, the offeror must provide a breakdown of labor of which is to be performed by the SDVOSB firm and that which is performed by the small business joint venture firm and that which is sub-contracted. All Joint Ventures will be required to be registered and verified as an entity in VETBIZ.

I.2A SELECTION PROCEDURES

During the review of offers, the Government may request additional information from offerors. The Government may initiate action to award a contract at any point after receipt and review of offers. Therefore, offerors are encouraged to submit their most favorable terms in both a technical and cost standpoint. See FAR 52.215-1, Instructions to Offerors – Competitive Acquisition, of this solicitation. This acquisition will be a Lowest Price Technically Acceptable acquisition. Award will be made to the lowest priced offeror who is found to be technically acceptable. The Government intends to evaluate proposals and award a contract without discussions with offerors.

I.3A PRE-PROPOSAL CONFERENCE

A site visit will be held on June 11, 2014 at 10:00 AM MST at the Grand Junction VAMC, 2121 North Avenue, Grand Junction, Colorado, 81501 All offerors, consultants, subcontractors, manufacturers and suppliers are encouraged to attend this meeting to familiarize themselves with the project, project site, and to provide any questions in regards to this solicitation and project, in writing, prior to the scheduled conference date. See FAR Clause 52.236-3, Site Investigation and Conditions Affecting the Work, and FAR Provision 52.236-27, Site Visit (Construction) of this solicitation, and also the SOW.

I.4A SELECTION CRITERIA/PROPOSAL PREPARATION INSTRUCTIONS

A. An overall technical rating must be at least “ACCEPTABLE” in order to be eligible for award. An “UNACCEPTABLE” rating in any factor results in the overall technical proposal being rated “UNACCEPTABLE” unless corrected through discussions. An “UNACCEPTABLE” rating in any subfactor results in the factor being rated “UNACCEPTABLE” and the overall technical proposal being rated “UNACCEPTABLE” unless corrected through discussions.” An overall technical rating of “UNACCEPTABLE” makes an Offeror’s proposal ineligible for award.

B. Offerors are required to meet all solicitation requirements, including terms and conditions, representations and certifications, and technical requirements. Failure to meet a requirement may result in an offer being ineligible for award. Proposals must be complete, self-sufficient, and respond directly to the requirements of this solicitation.

This acquisition will be a competitive acquisition utilizing FAR Part 15 source selection employing lowest price technically acceptable (LPTA) source selection procedures. It is the intent of the Government to award without discussions; however the Government will reserve the right to have discussions if such are needed.

Award will be made on a LPTA basis considering the following factors:

Factor 1 – Construction Experience

Factor 2 – Past Performance

Factor 3 – Price

Note: The distinction between experience and past performance is that experience pertains to the volume of work completed by a contractor that are comparable to the types of work described under the definition of recent, relevant projects, in terms of size, scope, and complexity. Past performance pertains to both the relevance of recent efforts and how well a contractor has performed on the contracts.

Factor -1 Construction Experience:

(a) Submit a minimum of one (1) and a maximum of three (3) relevant construction projects for the Offeror that best demonstrates your experience on relevant projects that are similar in size, scope, and complexity to the RFP. For purposes of this evaluation, a relevant project is further defined as construction repairs to a medical facility. Project shall have a minimum value of \$150,000.00 and have been completed, including all options, within the past five years from the date of issuance of this RFP; or ongoing projects more than 80% complete including all options.

(b) Basis of Evaluation:

In order to be considered acceptable for this factor, the offeror must demonstrate experience in construction repairs to a medical facility. Project shall have a minimum value of \$150,000.00 and have been completed, including all options, within the past five years from the date of issuance of this RFP; or ongoing projects more than 80% complete including all options.

Factor 2 – Past Performance

(a) Solicitation Submittal Requirements: The Government will evaluate past performance based upon sources available to the contracting officer that may include Past Performance Information Retrieval System (PPIRS), Federal Awardee Performance and Integrity Information System (FAPPIIS) and Electronic Subcontract Reporting System (eSRS).

IF THERE IS NOT A PAST PERFORMANCE EVALUATION IN PPIRS or FAPPIIS, then Past Performance Questionnaire (PPQ) included in the solicitation is provided for the offeror or its team members to submit to the client for each project the offeror includes in its proposal for Factor 1, Construction Experience. Ensure correct phone numbers and email addresses are provided for the client point of contact. Completed PPQs should be submitted with your proposal. If the offeror is unable to obtain a completed PPQ from a client for a project(s) before proposal closing date, the offeror should complete and submit with the proposal the first page of the PPQ (Attachment XX), which will provide contract and client information for the respective project(s). Offerors should follow-up with clients/references to ensure timely submittal of questionnaires.

(b) Basis of Evaluation: The Government will evaluate the degree to which past performance evaluations and all other past performance information reviewed by the Government (e.g., PPIRS, FAPPIIS, eSRS: performance recognition documents and information obtained from any other source) reflect a trend of satisfactory performance considering:

- A pattern of successful completion of task;
- A pattern of deliverables that are timely and of good quality;
- A pattern of cooperativeness and teamwork with the Government at all levels (task managers, contracting officers, auditors, etc);
- How recent tasks performed are, that are identical to, similar to, or related to the task at hand, and;
- A respect for stewardship of Government funds;

(c) Offerors shall provide documentation to show that offeror has no more than three serious, or one repeat, or one willful OSHA or EPA violation(s) in the past 3 years and has an Experience Modification Rate (EMR) of equal to or less than 1.0.

In order to be considered acceptable for this factor the offeror must have received primarily satisfactory or better evaluations for recent and relevant projects and based on the offeror's performance record, the Government must have a reasonable expectation that the offeror will successfully perform the required effort, or the offeror's performance record is unknown. An offer will be considered unacceptable for this factor, if based on the offeror's performance record, the Government has no reasonable expectation that the offeror will be able to successfully perform the required effort. Additionally contractor must not have no more than three serious, or one repeat, or one willful OSHA or EPA violations(s) in the past three years; and must have an Experience Modification Rate (EMR) of equal to or less than 1.0.

FACTOR 3- PRICE

(a) Solicitation Submittal Requirements:

- Standard Form 1442, Solicitation Offer and Award
- All pages of the SF1442 Continuation Sheet
- Cost breakdown

(b) Basis of Evaluation: The Government will evaluate price based on the total price. Total price consists of the basic requirements. Analysis will be performed by one or more of the following techniques to ensure a fair and reasonable price:

- Comparison of proposed prices received in response to the RFP
- Comparison of proposed prices with the IGCE.
- Comparison of proposed prices with available historical information.
- Comparison of market survey results.

The Government will award a 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. This is a Lowest Price Technically Acceptable (LPTA) solicitation, which is best value resulting from selection of the technically acceptable proposal with the lowest evaluated price.

PART I/SECTION B - INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS

I.1B COST RANGE: Between \$250,000 and \$500,000.

I.2B GENDER: Wherever the masculine gender is used in this solicitation and contract documents, it shall be considered to include both masculine and feminine.

I.3B METRIC PRODUCTS:

Products manufactured to metric dimensions will be considered on an equal basis with those manufactured using inch-pound units, providing they fall within the tolerance specified using conversion tables contained in the latest revision of Federal Standard No. 376, and all other requirements of this document are met.

If a product is manufactured to metric dimensions and those dimensions exceed the tolerance specified in the inch-pound units, a request should be made to the Contracting Officer to determine if the product is acceptable. The Contracting Officer, in concert with the Contracting Officer's Representative (COR), will accept or reject the product.

I.4B REQUESTS FOR INFORMATION:

All requests for information must be submitted in writing to the Contracting Officer for action no later than the date shown in Block 10 of the Standard Form 1442, Solicitation, Offer and Award.

I.5B PROPOSAL REQUIREMENTS

General – Both technical and cost proposal shall be submitted in response to this solicitation. Proposals shall be submitted via email to timothy.nyberg@va.gov . Emails are limited to five (5) MB. **The proposal, in its entirety, shall not exceed two emails (one email for price proposal, and one email for technical proposal) of 5MB each.** Technical proposals are limited to **20 pages**. Price shall be in a separate electronic document from the technical and past performance portions of the proposal. The offeror's technical response shall clearly address each LPTA evaluation factor and sub-factor listed in this solicitation. An original Bid Bond, in the amount of twenty (20%) percent (but not to exceed \$3,000,000) of the bid price shall be mailed to the address listed in block 8 of the SF1442 **and be received at the address no later than the closing date and time.** Failure to furnish the required bid guarantee in the proper form and amount, by the time set for opening, will require rejection of the bid in all cases except those listed in FAR 28.101-4, and may be cause for rejection even then. SEE FAR Provision 52.228-1, Bid Guarantee, of this Solicitation. Electronic copies of the proposals will be time/date stamped by Microsoft Outlook upon receipt of email. Further details on electronic submission are outlined below.

Proposals shall be received by 3:00 pm MST on July 2, 2014. There will be no public opening of the proposals. Submit proposals to:

Timothy.nyberg@va.gov

Submit bid bonds to:

Tim Nyberg

SAO West, Network Contracting Office (NCO) 19

Mountain Towers

4100 East Mississippi Ave, Ste 900

Glendale, CO 80246

Technical and cost sections of the offeror's proposal will be evaluated independently. Therefore, offerors shall submit technical and cost sections as separate electronic files.

Offerors shall include all required Representations and Certifications and complete their registration in System for Award Management (SAM). See FAR 52.204-7 and 52.204-8, of this solicitation.

Important Notice: Apparent successful offerors must apply for and receive verification from the Department of Veteran Affairs Center for Veterans Enterprise (CVE) in accordance with 38 CFR Part 74 and VAAR 819.70 by submission of documentation of Veteran status, ownership and control sufficient to establish appropriate status, offerors must be both VISIBLE and VERIFIED by the Department of Veteran Affairs Center for Veterans Enterprises at the time of submission of proposal. Failure to be both VERIFIED by CVE and VISIBLE on VetBiz at the time of proposal submission will result in the offeror's proposal being deemed non-responsive. All offerors are urged to contact the CVE and submit the aforementioned required documents to obtain CVE verification of their SDVOSB status if they have not already done so.

I.6B PROPOSAL REVISIONS

If it is determined to be necessary, proposal revisions will be requested from the offers received. The Contracting Officer may identify those offerorss, whose proposals are within the competitive range based upon the selection criteria identified in this solicitation. Negotiations may be conducted with those firms falling

within the competitive range, after which proposal revisions may be requested. A new bid bond shall be submitted only if the final cost proposal revisions are greater than its initial cost proposal.

1.7B REQUIREMENTS FOR ELECTRONIC SUBMISSION OF OFFER

Unless paper offers are specifically authorized in an individual solicitation, all responses to solicitations must be submitted electronically as described below. Responses submitted in a paper form are unacceptable. Failure to comply with this requirement may jeopardize the possibility of receiving an award for the contract due to noncompliance with the terms of the solicitation. You must submit your electronic offer, and any supplemental information (such as spreadsheets, backup data, technical information), using any of the electronic formats and media described below.

In addition, contractors are notified of the award via an electronic Notice of Award e-mail. The award document will be attached to the Notice of Award e-mail.

Acceptable Electronic Formats (Software) for Submission of Offers

1. Files readable using the current Microsoft* Office version Products: Word, Excel, PowerPoint, or Access. Print or scan images of spreadsheets are not acceptable. Please see security note below for [caution regarding use of macros](#). When submitting construction drawings contractors are required to submit one set in AutoCAD and one set in Adobe PDF. (purpose: contracting can open the PDF version and engineering can open AutoCAD files)
2. Files in Adobe* PDF (Portable Document Format) Files: When scanning documents scanner resolution should be set to 200 dots per inch, or greater.
3. Other electronic format. If you wish to submit an offer using another format other than described in these instructions, e-mail the Contracting Officer who issued the solicitation. Please submit your request at least ten (10) calendar days before the scheduled closing date of the solicitation. Request a decision as to the format acceptability and make sure you receive approval of the alternate format before using it to send your offer.
4. Please note that we can no longer accept .zip files due to increasing security concerns.

E-mail Submission Procedures: For simplicity in this guidance, all submissions in response to a solicitation will be referred to as offers.

- a. **Subject Line:** Include the solicitation number, name of company, and closing date of solicitation. Use only one of the terms Quotation, Offer, or Bid depending on the solicitation type.
- b. **Size:** Maximum size of the e-mail message shall not exceed five (5)

megabytes. Only one email is permitted unless otherwise stated in this paragraph or in writing by the Contract Officer submitting the solicitation.

Each electronic offer must also include a signed and scanned SF-1442, Solicitation, Offer, and Award (Construction, Alteration, or Repair)

The MS Email time/date stamp will be used to date and time stamp offers for the official record of receipt for the submission.

Security Issues, Late Bids, Unreadable Offers

1. Late submission of offers are outlined at FAR 52.215-1(c)(3). Particular attention is warranted to the portion of the provision that relates to the timing of submission.
2. Please see FAR 15.207(c) for a description of the steps the Government shall take with regard to unreadable offers.
3. To avoid rejection of an offer, vendors must make every effort to ensure their electronic submission is **virus-free**. Submissions or portions thereof submitted and which the automatic system detects the presence of a virus or which are otherwise unreadable will be treated as “unreadable” pursuant to FAR 15.207(c).
4. The virus scanning software used by our e-mail systems cannot always **distinguish a macro from a virus**. Therefore, sending a macro embedded in an e-mail message or an e-mail attachment may cause the e-mail offer to be quarantined. You may send both the spreadsheet and the spreadsheet saved in PDF format to ensure that your proposal is readable.
5. Password protecting your offer is not permitted. The Contracting Officer will file the offer electronically which will allow access only by designated individuals.

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 DAVIS-BACON ACT—SECONDARY SITE OF THE WORK (JUL 2005)

(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, Davis-Bacon Act, 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
10.2 %	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

Grand Junction, CO

(End of Provision)

2.5 52.228-1 BID GUARANTEE (SEP 1996)

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

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

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

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

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

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

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

(End of Provision)

2.6 52.228-15 PERFORMANCE AND PAYMENT BONDS—CONSTRUCTION (OCT 2010)

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

"Original contract price" means the award price of the contract; or, for requirements contracts, the price payable for the estimated total quantity; or, for indefinite-quantity contracts, the price payable for the specified minimum quantity. Original contract price does not include the price of any options, except those options exercised at the time of contract award.

(b) *Amount of required bonds.* Unless the resulting contract price is \$150,000 or less, the successful offeror shall furnish performance and payment bonds to the Contracting Officer as follows:

(1) *Performance bonds* (Standard Form 25). The penal amount of performance bonds at the time of contract award shall be 100 percent of the original contract price.

(2) *Payment Bonds* (Standard Form 25-A). The penal amount of payment bonds at the time of contract award shall be 100 percent of the original contract price.

(3) Additional bond protection.

(i) The Government may require additional performance and payment bond protection if the contract price is increased. The increase in protection generally will equal 100 percent of the increase in contract price.

(ii) The Government may secure the additional protection by directing the Contractor to increase the penal amount of the existing bond or to obtain an additional bond.

(c) *Furnishing executed bonds.* The Contractor shall furnish all executed bonds, including any necessary reinsurance agreements, to the Contracting Officer, within the time period specified in the Bid Guarantee provision of the solicitation, or otherwise specified by the Contracting Officer, but in any event, before starting work.

(d) *Surety or other security for bonds.* The bonds shall be in the form of firm commitment, supported by corporate sureties whose names appear on the list contained in Treasury Department Circular 570, individual sureties, or by other acceptable security such as postal money order, certified check, cashier's check, irrevocable letter of credit, or, in accordance with Treasury Department regulations, certain bonds or notes of the United States. Treasury Circular 570 is published in the *Federal Register* or may be obtained from the:

U.S. Department of Treasury
Financial Management Service
Surety Bond Branch
3700 East West Highway, Room 6F01
Hyattsville, MD 20782.

Or via the internet at <http://www.fms.treas.gov/c570/>.

(e) *Notice of subcontractor waiver of protection (40 U.S.C. 3133(c)).* Any waiver of the right to sue on the payment bond is void unless it is in writing, signed by the person whose right is waived, and executed after such person has first furnished labor or material for use in the performance of the contract.

(End of Clause)

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:

Andrew Stigen

Hand-Carried Address:

Department of Veterans Affairs

Cheyenne VA Medical Center
2360 E. Pershing BLVD

Cheyenne WY 82001
Mailing Address:

Department of Veterans Affairs

Cheyenne VA Medical Center

2360 E. Pershing BLVD
Cheyenne WY 82001

(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—

June 11, 2014 at 10:00am (MST)

(c) Participants will meet at—

See SOW for more details

(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/oamm/oa/ars/policyreg/vaar/index.cfm>

(End of Provision)

<u>FAR Number</u>	<u>Title</u>	<u>Date</u>
52.215-1	INSTRUCTIONS TO OFFERORS—COMPETITIVE ACQUISITION	JAN 2004
52.225-25	PROHIBITION ON CONTRACTING WITH ENTITIES ENGAGING IN CERTAIN ACTIVITIES OR TRANSACTIONS RELATING TO IRAN—REPRESENTATION AND CERTIFICATIONS	DEC 2012
52.232-38	SUBMISSION OF ELECTRONIC FUNDS TRANSFER INFORMATION WITH OFFER	JUL 2013
52.236-28	PREPARATION OF PROPOSALS—CONSTRUCTION	OCT 1997

2.10 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)

2.11 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

2.12 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)

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

This solicitation includes FAR 52.219-14 Limitations on Subcontracting. 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.

(End of Clause)

2.14 SUBCONTRACTING COMMITMENTS--MONITORING AND COMPLIANCE (JUN 2011)

This solicitation includes VAAR 852.215-70, Service-Disabled Veteran-Owned and Veteran-Owned Small Business Evaluation Factors, and VAAR 852.215-71, Evaluation Factor Commitments. Accordingly, any contract resulting from this solicitation will include these clauses. The contractor is advised in performing contract administration functions, the CO may use the services of a support contractor(s) to assist in assessing contractor compliance with the subcontracting commitments incorporated into the contract. To that end, the support contractor(s) may require access to the contractor's business records or other proprietary data to review such business records regarding contract 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 compliance with the subcontracting commitments.

(End of Clause)

REPRESENTATIONS AND CERTIFICATIONS

3.1 52.204-7 SYSTEM FOR AWARD MANAGEMENT (JUL 2013)

(a) Definitions. As used in this provision—

Data Universal Numbering System (DUNS) number means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities.

Data Universal Numbering System +4 (DUNS+4) number means the DUNS number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional System for Award Management records for identifying alternative Electronic Funds Transfer (EFT) accounts (see the FAR at Subpart 32.11) for the same concern.

Registered in the System for Award Management (SAM) database means that—

(1) The offeror has entered all mandatory information, including the DUNS number or the DUNS+4 number, the Contractor and Government Entity (CAGE) code, as well as data required by the Federal Funding Accountability and Transparency Act of 2006 (see Subpart 4.14) into the SAM database;

(2) The offeror has completed the Core, Assertions, and Representations and Certifications, and Points of Contact sections of the registration in the SAM database;

(3) The Government has validated all mandatory data fields, to include validation of the Taxpayer Identification Number (TIN) with the Internal Revenue Service (IRS). The offeror will be required to provide consent for TIN validation to the Government as a part of the SAM registration process; and

(4) The Government has marked the record “Active”.

(b)(1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the SAM database prior to award, during performance, and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.

(2) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" or "DUNS +4" followed by the DUNS or DUNS +4 number that identifies the offeror's name and address exactly as stated in the offer. The DUNS number will be used by the Contracting Officer to verify that the offeror is registered in the SAM database.

(c) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.

(1) An offeror may obtain a DUNS number—

(i) Via the Internet at <http://fedgov.dnb.com/webform> or if the offeror does not have internet access, it may call Dun and Bradstreet at 1-866-705-5711 if located within the United States; or

(ii) If located outside the United States, by contacting the local Dun and Bradstreet office. The offeror should indicate that it is an offeror for a U.S. Government contract when contacting the local Dun and Bradstreet office.

(2) The offeror should be prepared to provide the following information:

- (i) Company legal business.
- (ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.
- (iii) Company Physical Street Address, City, State, and Zip Code.
- (iv) Company Mailing Address, City, State and Zip Code (if separate from physical).
- (v) Company Telephone Number.
- (vi) Date the company was started.
- (vii) Number of employees at your location.
- (viii) Chief executive officer/key manager.
- (ix) Line of business (industry).
- (x) Company Headquarters name and address (reporting relationship within your entity).

(d) If the Offeror does not become registered in the SAM database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror.

(e) Processing time, which normally takes 48 hours, should be taken into consideration when registering. Offerors who are not registered should consider applying for registration immediately upon receipt of this solicitation.

(f) Offerors may obtain information on registration at <https://www.acquisition.gov>.

(End of Provision)

3.2 52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (JAN 2014)

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

(2) The small business size standard is \$33.5 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) 52.204-3, Taxpayer Identification. This provision applies to solicitations that do not include the provision at 52.204-7, System for Award Management.

(iv) 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.

(v) 52.209-2, Prohibition on Contracting with Inverted Domestic Corporations—Representation. This provision applies to solicitations using funds appropriated in fiscal years 2008, 2009, 2010, or 2012.

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

(vii) 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.

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

(ix) 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.

(x) 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.

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

(xii) 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.

(xiii) 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.

(xiv) 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.

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

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

(xvii) 52.225-4, Buy American Act—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 \$79,507, the provision with its Alternate II applies.

(D) If the acquisition value is \$79,507 or more but is less than \$100,000, the provision with its Alternate III applies.

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

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

(xx) 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.

(xxi) 52.226-2, Historically Black College or University and Minority Institution Representation. This provision applies to—

(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 certifications are applicable as indicated by the Contracting Officer:

☐ (i) 52.219-22, Small Disadvantaged Business Status.

☐ (A) Basic.

☐ (B) Alternate I.

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

☐ (iii) 52.222-48, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment Certification.

☐ (iv) 52.222-52 Exemption from Application of the Service Contract Act to Contracts for Certain Services—Certification.

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

☐ (vi) 52.227-6, Royalty Information.

☐ (A) Basic.

☐ (B) Alternate I.

☐ (vii) 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)

3.3 52.209-5 REPRESENTATION BY CORPORATIONS REGARDING AN UNPAID TAX LIABILITY OR A FELONY CONVICTION UNDER ANY FEDERAL LAW (DEVIATION)(MAR 2012)

(a) In accordance with Division H, sections 8124 and 8125 of P.L. 112-74 and sections 738 and 739 of P.L. 112-55 none of the funds made available by either Act may be used to enter into a contract with any corporation that—

(1) Has an unpaid federal tax liability, unless the agency has considered suspension or debarment of the corporation and the Suspension and Debarment Official has made a determination that this action is not necessary to protect the interests of the Government.

(2) Has a felony criminal violation under any Federal or State law within the preceding 24 months, unless the agency has considered suspension or debarment of the corporation and Suspension and Debarment Official has made a determination that this action is not necessary to protect the interests of the Government.

(b) The Offeror represents that—

(1) The offeror does ☐ does not ☐ have any unpaid Federal tax liability that has been assessed and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

(2) The offeror, its officers or agents acting on its behalf have ☐ have not ☐ been convicted of a felony criminal violation under a Federal or State law within the preceding 24 months.

(End of Provision)

3.4 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 (FAPIIS) is current, accurate, and complete as of the date of submission of this offer with regard to the following information:

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

(i) In a criminal proceeding, a conviction.

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

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

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

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

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

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

(d) The offeror shall post the information in paragraphs (c)(1)(i) through (c)(1)(iv) of this provision in FAPIIS as required through maintaining an active registration in the System for Award Management database via <https://www.acquisition.gov> (see 52.204-7).

(End of Provision)

GENERAL CONDITIONS

4.1 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 FAPIS 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)

4.2 52.211-10 COMMENCEMENT, PROSECUTION, AND COMPLETION OF WORK (APR 1984)

The Contractor shall be required to (a) commence work under this contract within 10 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 90 days after receipt of notice to proceed. The time stated for completion shall include final cleanup of the premises.

(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 10 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 90 days after receipt of notice to proceed. 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 52.222-40 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)

4.6 52.232-99 PROVIDING ACCELERATED PAYMENT TO SMALL BUSINESS SUBCONTRACTORS (DEVIATION) (AUG 2012)

This clause implements the temporary policy provided by OMB Policy Memorandum M-12-16, Providing Prompt Payment to Small Business Subcontractors, dated July 11, 2012.

(a) Upon receipt of accelerated payments from the Government, the contractor is required to make accelerated payments to small business subcontractors to the maximum extent practicable after receipt of a proper invoice and all proper documentation from the small business subcontractor.

(b) Include the substance of this clause, including this paragraph (b), in all subcontracts with small business concerns.

(c) The acceleration of payments under this clause does not provide any new rights under the Prompt Payment Act.

(End of Clause)

4.7 SUPPLEMENTAL INSURANCE REQUIREMENTS

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

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

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

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

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

(End of Clause)

4.8 52.252-2 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/oamm/oa/ars/policyreg/vaar/index.cfm>

(End of Clause)

<u>FAR</u> <u>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	APR 1984
52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE	SEP 2006

	GOVERNMENT	
52.203-7	ANTI-KICKBACK PROCEDURES	OCT 2010
52.203-8	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY	JAN 1997
52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY	JAN 1997
52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	OCT 2010
52.203-13	CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT	APR 2010
52.203-17	CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS	SEP 2013
52.204-4	PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER	MAY 2011
52.204-9	PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL	JAN 2011
52.204-10	REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS	JUL 2013
52.204-12	DATA UNIVERSAL NUMBERING SYSTEM NUMBER MAINTENANCE	DEC 2012
52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	AUG 2013
52.210-1	MARKET RESEARCH	APR 2011
52.215-2	AUDIT AND RECORDS—NEGOTIATION	OCT 2010
52.219-6	NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE	NOV 2011
52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS	JUL 2013
52.219-14	LIMITATIONS ON SUBCONTRACTING	NOV 2011
52.228-5	INSURANCE—WORK ON A GOVERNMENT INSTALLATION	JAN 1997
<u>FAR</u>	<u>Title</u>	<u>Date</u>
<u>Number</u>		
52.244-2	SUBCONTRACTS	OCT 2010
52.222-1	NOTICE TO THE GOVERNMENT OF LABOR DISPUTES	FEB 1997
52.222-3	CONVICT LABOR	JUN 2003
52.222-6	DAVIS-BACON ACT	JUL 2005
52.222-7	WITHHOLDING OF FUNDS	FEB 1988
52.222-8	PAYROLLS AND BASIC RECORDS	JUN 2010
52.222-9	APPRENTICES AND TRAINEES	JUL 2005
52.222-10	COMPLIANCE WITH COPELAND ACT REQUIREMENTS	FEB 1988
52.222-11	SUBCONTRACTS (LABOR STANDARDS)	JUL 2005
52.222-12	CONTRACT TERMINATION—DEBARMENT	FEB 1988
52.222-13	COMPLIANCE WITH DAVIS-BACON AND RELATED ACT REGULATIONS	FEB 1988
52.222-14	DISPUTES CONCERNING LABOR STANDARDS	FEB 1988
52.222-15	CERTIFICATION OF ELIGIBILITY	FEB 1988
52.222-21	PROHIBITION OF SEGREGATED FACILITIES	FEB 1999
52.222-26	EQUAL OPPORTUNITY	MAR 2007
52.222-27	AFFIRMATIVE ACTION COMPLIANCE REQUIREMENTS FOR CONSTRUCTION	FEB 1999
52.222-35	EQUAL OPPORTUNITY FOR VETERANS	SEP 2010
52.222-36	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES	OCT 2010

52.222-37	EMPLOYMENT REPORTS ON VETERANS	SEP 2010
52.222-50	COMBATING TRAFFICKING IN PERSONS	FEB 2009
52.222-54	EMPLOYMENT ELIGIBILITY VERIFICATION	AUG 2013
52.223-5	POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION ALTERNATE I (MAY 2011)	MAY 2011
52.223-6	DRUG-FREE WORKPLACE	MAY 2001
52.223-18	ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING	AUG 2011
52.225-13	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
52.228-11	PLEDGES OF ASSETS	JAN 2012
52.228-12	PROSPECTIVE SUBCONTRACTOR REQUESTS FOR BONDS	OCT 1995
52.228-14	IRREVOCABLE LETTER OF CREDIT	DEC 1999
52.229-3	FEDERAL, STATE, AND LOCAL TAXES	FEB 2013
52.232-5	PAYMENTS UNDER FIXED-PRICE CONSTRUCTION CONTRACTS	SEP 2002
52.232-17	INTEREST	OCT 2010
52.232-23	ASSIGNMENT OF CLAIMS	JAN 1986
52.232-27	PROMPT PAYMENT FOR CONSTRUCTION CONTRACTS	JUL 2013
52.232-34	PAYMENT BY ELECTRONIC FUNDS TRANSFER—OTHER THAN SYSTEM FOR AWARD MANAGEMENT	JUL 2013
52.232-39	UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS	JUN 2013
52.233-1	DISPUTES ALTERNATE I (DEC 1991)	JUL 2002
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
52.243-6	CHANGE ORDER ACCOUNTING	APR 1984
52.244-5	COMPETITION IN SUBCONTRACTING	DEC 1996
52.244-6	SUBCONTRACTS FOR COMMERCIAL ITEMS	DEC 2013

52.246-12	INSPECTION OF CONSTRUCTION	AUG 1996
52.246-21	WARRANTY OF CONSTRUCTION	MAR 1994
52.248-3	VALUE ENGINEERING--CONSTRUCTION	OCT 2010
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

4.9 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)

4.10 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)

4.11 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)

4.12 852.232-72 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)

4.13 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)

4.14 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)

4.15 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)

4.16 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)

4.17 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)

4.18 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)

4.19 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)

**4.20 VAAR 852.236-80 SUBCONTRACTS AND WORK COORDINATION (APR 1984)
ALTERNATE I (JUL 2002)**

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

(b) The contractor shall be responsible to the Government for acts and omissions of his/her own employees, and subcontractors and their employees. The contractor shall also be responsible for coordination of the work of the trades, subcontractors, and material suppliers. The contractor shall, in advance of the work, prepare coordination drawings showing the location of openings through slabs, the pipe sleeves and hanger inserts, as well as the location and elevation of utility lines, including, but not limited to, conveyor systems, pneumatic tubes, ducts, and conduits and pipes 2 inches and larger in diameter. These drawings, including plans, elevations, and sections as appropriate shall clearly show the manner in which the utilities fit into the available space and relate to each other and to existing building elements. Drawings shall be of appropriate scale to satisfy the previously stated purposes, but not smaller than 3/8-inch scale. Drawings may be composite (with distinctive colors for the various trades) or may be separate but fully coordinated drawings (such as sepias or photographic paper reproductions) of the same scale. Separate drawings shall depict identical building areas or sections and shall be capable of being overlaid in any combination. The submitted drawings for a given area of the project shall show the work of all trades which will be involved in that particular area. Six complete composite

drawings or six complete sets of separate reproducible drawings shall be received by the Government not less than 20 days prior to the scheduled start of the work in the area illustrated by the drawings, for the purpose of showing the contractor's planned methods of installation. The objectives of such drawings are to promote carefully planned work sequence and proper trade coordination, in order to assure the expeditious solutions of problems and the installation of lines and equipment as contemplated by the contract documents while avoiding or minimizing additional costs to the contractor and to the Government. In the event the contractor, in coordinating the various installations and in planning the method of installation, finds a conflict in location or elevation of any of the utilities with themselves, with structural items or with other construction items, he/she shall bring this conflict to the attention of the contracting officer immediately. In doing so, the contractor shall explain the proposed method of solving the problem or shall request instructions as to how to proceed if adjustments beyond those of usual trades coordination are necessary. Utilities installation work will not proceed in any area prior to the submission and completion of the Government review of the coordinated drawings for that area, nor in any area in which conflicts are disclosed by the coordination drawings until the conflicts have been corrected to the satisfaction of the contracting officer. It is the responsibility of the contractor to submit the required drawings in a timely manner consistent with the requirements to complete the work covered by this contract within the prescribed contract time.

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

(d) The Government reserves the right to refuse to permit employment on the work or require dismissal from the work of any subcontractor 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)

4.21 VAAR 852.236-82 PAYMENTS UNDER FIXED-PRICE CONSTRUCTION CONTRACTS (WITHOUT NAS) (APR 1984) ALTERNATE I (JULY 2002)

(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.

(6)(i) The contractor shall at the time of contract award furnish the total cost of the guarantee period services in accordance with specification section(s) covering guarantee period services. The contractor shall submit, within 15 calendar days of receipt of the notice to proceed, a guarantee period performance program that shall include an itemized accounting of the number of work-hours required to perform the guarantee period service on each piece of equipment. The contractor shall also submit the established salary costs, including employee fringe benefits, and what the contractor reasonably expects to pay over the guarantee period, all of which will be subject to the contracting officer's approval.

(ii) The cost of the guarantee period service shall be prorated on an annual basis and paid in equal monthly payments by VA during the period of guarantee. In the event the installer does not perform satisfactorily during this period, all payments may be withheld and the contracting officer shall inform the contractor of the unsatisfactory performance, allowing the contractor 10 days to correct deficiencies and comply with the contract. The guarantee period service is subject to those provisions as set forth in the Payments and Default clauses.

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)

4.22 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)

4.23 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)

4.24 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)

4.25 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)

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

(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)

4.27 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)

4.28 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)

4.29 VAAR 852.246-75 WARRANTY FOR CONSTRUCTION--GUARANTEE PERIOD SERVICES (JAN 2008)

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

Should the contractor fail to prosecute the work or fail to proceed promptly to provide guarantee period services after notification by the contracting officer, the Government may, subject to the default clause contained at FAR 52.249-10, Default (Fixed- Price Construction), and after allowing the contractor 10 days to correct and comply with the contract, terminate the right to proceed with the work (or the separable part of the work) that has been delayed or unsatisfactorily performed. In this event, the Government may take over the work and complete it by contract or otherwise, and may take possession of and use any materials, appliances, and plant on the work site necessary for completing the work. The contractor and its sureties shall be liable for any damages to the Government resulting from the contractor's refusal or failure to complete the work within this specified time, whether or not the contractor's right to proceed with the work is terminated. This liability includes any increased costs incurred by the Government in completing the work.

(End of Clause)

4.30 MANDATORY WRITTEN DISCLOSURES

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

4.31 WAGE DETERMINATION

General Decision Number: CO140007 05/23/2014 CO7

Superseded General Decision Number: CO20130007

State: Colorado

Construction Type: Building

Counties: Jefferson and Mesa Counties in Colorado.

BUILDING CONSTRUCTION PROJECTS (does not include residential construction consisting of single family homes and apartments up to and including 4 stories)

Modification Number	Publication Date
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0	01/03/2014
1	01/17/2014
2	03/07/2014
3	04/04/2014
4	05/23/2014

BRCO0007-008 09/01/2013

JEFFERSON COUNTY

	Rates	Fringes
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BRICKLAYER.....	\$ 23.68	8.34
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CARP9901-005 05/01/2013

Rates Fringes

CARPENTER

All Other Work.....\$ 25.00 5.39

ELEC0068-006 12/01/2012

JEFFERSON COUNTY

Rates Fringes

ELECTRICIAN

(Including Low Voltage
Wiring and Installation of
Fire Alarms, Telephones,
Communications Systems and
Temperature Controls).....\$ 32.10 12.53

ELEC0969-004 07/01/2012

MESA COUNTY

Rates Fringes

ELECTRICIAN

(Including Low Voltage
Wiring and Installation
of Fire Alarms,

Telephones, Communications

Systems and Temperature

Controls).....\$ 20.31 8.56

ELEV0025-002 01/01/2014

Rates Fringes

Elevator Constructor.....\$ 40.10 26.785

FOOTNOTE:

- a. Employer contributes 8% of basic hourly rate for over 5 years' service and 6% basic hourly rate for 6 months' to 5 years' service as Vacation Pay Credit.

PAID HOLIDAYS: New Year's Day; Memorial Day; Independence Day; Labor Day; Veterans Day; Thanksgiving Day; Friday after Thanksgiving Day; and Christmas Day.

IRON0024-001 11/01/2013

Rates Fringes

IRONWORKER, STRUCTURAL.....\$ 24.80 10.14

* LABO0720-002 05/01/2014

	Rates	Fringes
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LABORER

Brick Tender/Finisher.....	\$ 16.42	6.38
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PAIN0079-003 01/01/2014

	Rates	Fringes
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PAINTER

(Excluding Drywall

Finishing/Taping).....	\$ 18.70	6.66
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PAIN0930-001 07/01/2013

	Rates	Fringes
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GLAZIER.....	\$ 28.67	7.52
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PLAS0577-001 05/01/2013

	Rates	Fringes
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Cement Mason/Concrete Finisher...	\$ 23.25	10.23
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PLUM0003-007 07/01/2013

JEFFERSON COUNTY

	Rates	Fringes
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PLUMBER

(Excluding HVAC work).....	\$ 33.18	12.44
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PLUM0145-003 08/01/2013

MESA COUNTY

	Rates	Fringes
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PLUMBER

(Excluding HVAC work) &

PIPEFITTER (Including

HVAC pipe).....	\$ 24.58	10.97
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PLUM0208-006 07/01/2013

JEFFERSON COUNTY

	Rates	Fringes
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PIPEFITTER

(Including HVAC pipe).....	\$ 33.35	12.27
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SHEE0009-001 07/01/2013

	Rates	Fringes
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Sheet metal worker

(Includes HVAC duct and
installation of HVAC

systems).....\$ 32.04 13.13

SUCO2001-017 12/20/2001

	Rates	Fringes
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Carpenters:

Acoustical, Drywall

Hanging/ Framing and

Metal Studs.....\$ 15.95 1.31

Formbuilding/Formsetting....\$ 17.55 3.70

Drywall Finisher/Taper.....\$ 14.43

Laborer, common.....\$ 10.40 2.62

Mechanical Insulator/Asbestos

Worker

(Includes application of
all insulating materials,
protective coverings,

coatings and finishings to

all types of mechanical

systems).....\$ 12.05 .48

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

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Unlisted classifications needed for work not included within
the scope of the classifications listed may be added after
award only as provided in the labor standards contract clauses
(29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification
and wage rates that have been found to be prevailing for the
cited type(s) of construction in the area covered by the wage
determination. The classifications are listed in alphabetical
order of "identifiers" that indicate whether the particular
rate is union or non-union.

Union Identifiers

An identifier enclosed in dotted lines beginning with characters other than "SU" denotes that the union classification and rate have found to be prevailing for that classification. Example: PLUM0198-005 07/01/2011. The first four letters , PLUM, indicate the international union and the four-digit number, 0198, that follows indicates the local union number or district council number where applicable , i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2011, following these characters is the effective date of the most current negotiated rate/collective bargaining agreement which would be July 1, 2011 in the above example.

Union prevailing wage rates will be updated to reflect any changes in the collective bargaining agreements governing the rates.

0000/9999: weighted union wage rates will be published annually each January.

Non-Union Identifiers

Classifications listed under an "SU" identifier were derived

from survey data by computing average rates and are not union rates; however, the data used in computing these rates may include both union and non-union data. Example: SULA2004-007 5/13/2010. SU indicates the rates are not union majority rates, LA indicates the State of Louisiana; 2004 is the year of the survey; and 007 is an internal number used in producing the wage determination. A 1993 or later date, 5/13/2010, indicates the classifications and rates under that identifier were issued as a General Wage Determination on that date.

Survey wage rates will remain in effect and will not change until a new survey is conducted.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests

for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the

interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION

4.32 STATEMENT OF WORK

SCOPE OF WORK

REHAB ELEVATED WATER TANK

575-14-821

VA Medical Center Grand Junction, Colorado

This contract shall facilitate improvements to Building 11, Elevated Water Tank, at the VA Medical Center, Grand Junction, Colorado.

The vendor shall be responsible for the following key items/procedures in accordance with plans and specifications:

- A. The contractor shall coordinate all work and procedures with Facilities Management throughout the contract delivery date.
- B. The contractor shall develop a work schedule and safety plan for upgrading the elevated water tank, Building 11.
- C. The contractor shall repair any and all cracks, spalling or pitting in the structural foundation of the tank.
- D. The contractor shall provide for the electrical grounding of the structure.
- E. The contractor shall prepare the base anchor bolts and nuts for subsequent welding.
- F. The contractor shall install a frost proof drain valve, complete with locking device and splash pad.
- G. The contractor shall replace the existing riser manway with a code compliant manway, davit arm, confined space notification and maintenance free galvanized steel bolts.
- H. The contractor shall install a protective plate over the outlet pipe located in the riser.
- I. The contractor shall extend the existing overflow piping down the exterior to grade with standoffs every 12" on center, install an elbow, flapper valve and splash pad at the termination point of the overflow pipe.
- J. The contractor shall install an approved anti-skid rung equipped ladder with standoffs every 12" on center. Contractor shall provide a cable type safety ladder climb device, an aluminum lockable ladder guard and shall provide and post a fall protection required sign.
- K. The contractor shall raise the existing bowl handrail structure to 42" AFF. Revisions to the handrail shall include the installation of an intermediate rail, cutout section of the handrail at the junction of the tower access ladder and catwalk, the width of the tower access ladder/catwalk plus 4" on each side, any necessary bracing of the handrail to maintain safety/structural integrity and a stainless steel chain gate.
- L. The contractor shall drill additional weep holes in the bowl balcony floor.
- M. The contractor shall a 30" shell manway, a second 30" shell manway 180 degrees from the primary bowl manway. Each manway shall be provide with a confined space entry sign. Contractor shall provide interior bowl ladders with cable type ladder safety devices at the manways.
- N. The contractor shall weld the circumference of the post head to shell connections
- O. The contractor shall clean and lubricate all moving parts on the liquid level indicator and adjust/calibrate as required.
- P. Contractor shall install an code compliant anti-skid rung equipped shell/roof ladder complete with standoffs at 12" on center and cable type ladder climb device.

- Q. The contractor shall replace the existing roof manway with a 30" manway consisting of a 4" curb and a 2" overlap cover. Contractor shall furnish and post confined space sign.
- R. The contractor shall furnish and install handrails around all roof openings.
- S. The contractor shall replace the existing roof vent with a vacuum/pressure vent and screen.
- T. The contractor shall remove or repair obstruction light system.
- U. The contractor shall install an approved anti-skid rung interior access ladder with standoffs 12" on center and cable type safety climb device.
- V. The contractor shall furnish and install a passive type cathodic protection system for the interior of the tank.
- W. The contractor shall provide all materials and equipment required to power aggregate clean the bowl with a copper slag media. Powerblast all rusted and abraded areas of the bowl interior to SSPC#10 (near white blast) condition. Brushblast all remaining areas, stripe coating all seams and welds, then apply an epoxy liner to achieve 8-10 mils dry film thickness,
- X. The contractor shall extend the inlet and outlet pipes into the bowl from the bottom of the riser and seal off the top of the riser (riser to become dry tube).
- Y. The contractor shall install a recirculation line and pump.

Exclusions

- A. Electrical conduit, boxes, fittings conductor for recirculation pump.

General

All work will be coordinated through Facilities Management Service. Davis-Bacon wage rates to apply. The delivery date for this contract shall be ninety (90) calendar days from Notice to Proceed.

Accreditation and certification (C&A) is NOT required.

Specifications/References

01 00 00 General Requirements

01 33 23 Samples and Shop Drawings

02 41 00 Demolition

05 12 00 Structural Steel Framing

07 92 00 Sealants

09 91 00 Painting

09 97 33.10 Resinous Coatings for Walls and Ceilings

22 05 11 Common Work Results for Plumbing

22 12 16 Facility Elevated, Potable-Water Storage Tanks

22 97 11 Plumbing Insulation

26 05 11 Common Work Results for Electrical Systems

26 05 26 Grounding and Bonding for Electrical Systems

26 41 00 Facility Lightning Protection

26 42 00 Cathodic Protection

Drawings/Documents

Cover Sheet 575-14-821.pdf

GJ Site Rehab Elevated Water Tank.pdf

Pittsburgh Inspection Report.pdf

Replace Water Mains C-7

GENERAL

All design and work will conform to the current edition of the VA Master Specifications and VA Design Standards as published at the following site: www.cfm.va.gov, State of Colorado Regulation No. 8, State of Colorado Regulation No. 19, IPC 2009, OSHA building codes and standards.

SITE VISIT: An optional site visit is scheduled for 10am (MST) on June 11, 2014 at the location of the outdoor patio area adjacent to Building 6 at the Grand Junction VA Medical Center located at 2121 North Avenue, Grand Junction, Colorado, 81501. Interested Contractors should contact John Bartman, email john.bartman@va.gov , as soon as possible to inform him that you will plan to attend. Attendance to the site visit is not required but is highly encouraged. Questions during the site visit will be written down and answered by posting them on FBO. Any question answered during the site visit

and not answered in writing will not be recognized as a valid response later by the contractor if it results in a delay, dispute or misunderstanding of work requirements.

*All questions must be submitted in writing to Tim Nyberg via email at timothy.nyberg@va.gov by 4:00 P.M. (MST), June 13, 2014.

4.33 List of Attachments

See attached document: 264100 FACILITY LIGHTNING PROTECTION.

See attached document: 264200 CATHODIC PROTECTION.

See attached document: 09973310 RESINOUS COATING FOR WALLS AND CEILINGS.

See attached document: 220511 COMMON WORK RESULTS FOR PLUMBING.

See attached document: 221216 FACILITY ELEVATED, POTABLE-WATER STORAGE TANKS.

See attached document: 260511 REQUIREMENTS FOR ELECTRICAL INSTALLATIONS.

See attached document: 260519 LOW VOLTGE ELECTRICAL POWER CONDUCTORS AND CABLES.

See attached document: 260526 GROUNDING AND BONDING FOR ELECTRICAL SYSTEMS.

See attached document: 010000 GENERAL REQUIREMENTS.

See attached document: 024100 DEMOLITION 02.

See attached document: 051200 STRUCTURAL STEEL FRAMING.

See attached document: 079200 SEALANTS.

See attached document: 099100 PAINTING.

See attached document: 11-1 WATER TANK AND TOWER.

See attached document: PITTSBURGH INSPECTION REPORT.

See attached document: REHAB ELEVATED WATER TANK.

See attached document: Cathodic_Protection_Galvanic_Sacrificial_Specification.

End of Document