# PART I - THE SCHEDULE 1

1. SOLICITATION NO.

2. TYPE OF SOLICITATION

3. DATE ISSUED

PAGE OF PAGES

4. CONTRACT NO.

5. REQUISITION/PURCHASE REQUEST NO.

6. PROJECT NO.

7. ISSUED BY

CODE

8. ADDRESS OFFER TO

A. NAME

B. TELEPHONE NO. (Include area code) (NO COLLECT CALLS)

10. THE GOVERNMENT REQUIRES PERFORMANCE OF THE WORK DESCRIBED IN THESE DOCUMENTS (Title, identifying no., date):

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

13. ADDITIONAL SOLICITATION REQUIREMENTS:

STANDARD FORM 1442 (REV. 4-85)

STANDARD FORM 1442

Prescribed by GSA YFAR (48 CFR) 52.236-1(d)

NSN 7540-01-155-3212

SOLICITATION, OFFER,

AND AWARD

(Construction, Alteration, or Repair)

SOLICITATION

SOLICITATION

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

9. FOR INFORMATION

 CALL:

NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".

SEALED BID (IFB)

NEGOTIATED (RFP)

11. The Contractor shall begin performance within \_\_\_\_\_\_\_\_\_\_\_\_ calendar days and complete it within

 \_\_\_\_\_\_\_\_\_\_\_\_

calendar days after receiving

award,

notice to proceed. This performance period is

mandatory,

negotiable. (See \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.)

YES

NO

A.

Sealed offers in original and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_copies to perform the work required are due at the place specified in Item 8 by \_\_\_\_\_\_\_\_\_\_\_\_\_

(hour) local time \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (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 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ calendar days for Government acceptance after the date offers are due will not be

considered and will be rejected.

 1

VA249-14-R-0606

X

VA249-14-R-0606

626A4-CSI-102

90C

Department of Veterans Affairs

Tennessee Valley Healthcare System(TVHS)

Network Contracting Office (NCO) 9

1639 Medical Center Parkway, Suite 400

Murfreesboro TN 37129

Department of Veterans Affairs

Network Contracting Office 9

c/o: Lori A. Krohn, Contracting Officer

1639 Medical Center Pkwy, Suite 400

Louisville KY 40206

Lori A. Krohn

(615)225-6877

The Tennessee Valley Healthcare System (TVHS) in Murfreesboro, Tennessee has a requirement for a General

Contractor to provide both Design and Construction period services for Project(s) # 626A4-CSI-102 located at the Alvin

C. York VA Medical Center in accordance with the attached information and the Statement of Work.

NAICS code 236220 is applicable to this requirement. The small business size standard is $33.5M

This requirement is a 100% set-aside for Service Disabled Veteran Owned Small Businesses (SDVOSB). At the time of

offeror submission, as well as at the time of award, offerors must be visible and verified with CVE at www.vetbiz.gov.

Additionally offerors must have an active registration in the System for Award Managment (SAM) at www.sam.gov, at the

time of offeror submission and at the time of award. Contractor shall include both the Dun and Bradstreet (DUNS)

Number and Tax Identification Number (TID) on page 2 in Block 14 following the name and address.

Project Magnitude is between $2,000,000.00 and $5,000,000.00

 10

507

X

X

52.211-10

X

10 Calendar Day

X

120

# SECTION A - SOLICITATION/CONTRACT FORM

## SF 1442 SOLICITATION, OFFER, AND AWARD (Construction, Alteration, or Repair)

14. NAME AND ADDRESS OF OFFEROR

15. TELEPHONE NO.

16. REMITTANCE ADDRESS

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.

AMOUNTS

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

19. ACKNOWLEDGMENT OF AMENDMENTS

AMENDMENT NO.

DATE

20A. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER

20B. SIGNATURE

20C. OFFER DATE

21. ITEMS ACCEPTED:

22. AMOUNT

23. ACCOUNTING AND APPROPRIATION DATA

24. SUBMIT INVOICES TO ADDRESS SHOWN IN

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

PHONE:

FAX:

28. NEGOTIATED AGREEMENT

29. AWARD

Your

Contractor agrees

offer on this solicitation, is hereby accepted as to the items listed. This

to furnish and deliver all items or perform all work, requisitions identified

award consummates the contract. which consists of (a) the Government

on this form and any continuation sheets for the consideration stated in

solicitation and your offer, and (b) this contract award. No further cont-

this contract. The rights and obligations of the parties to this contract

ractual document is necessary.

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.

30A. NAME AND TITLE OF CONTRACTOR OR PERSON AUTHORIZED

31A. NAME OF CONTRACTING OFFICER

TO SIGN

30B. SIGNATURE

30C. DATE

31B. UNITED STATES OF AMERICA

BY

OFFER

AWARD

STANDARD FORM 1442(REV. 4-85)BACK

(Include ZIP Code)

(Include area code)

(Include only if different than Item 14)

(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.)

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

(Type or print)

(4 copies unless otherwise specified)

(Type or print)

(Type or print)

(Contractor is required to sign this

document and return \_\_\_\_\_\_\_ copies to issuing office.)

(Contractor is not required to sign this document.)

(Must be fully completed by offeror)

(To be completed by Government)

CONTRACTING OFFICER WILL COMPLETE ITEM 28 OR 29 AS APPLICABLE

PHASE 2 PARTICIPANTS will complete the Itemized Cost

Breakdown sheet(s) for PHASE 2 evaluations ONLY.

626-3640162-4211-854200-3220 23CINR000

90C

Department of Veterans Affairs

Network Contracting Office (NCO) 9

c/o: Lori Krohn, Contracting Officer

1639 Medical Center Parkway, Suite 400

Murfreesboro TN 37129

Department of Veterans Affairs

FSC

P O Box 149971

Austin TX 78714

Lori A. Krohn

Contracting Officer

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STATEMENT OF WORK

**STATEMENT OF WORK
Domiciliary Residential Rehabilitation Treatment Program Center
626A4-CSI-102
Tennessee Valley Healthcare System**

**ALVIN C. YORK Campus**

**Murfreesboro, Tennessee**

**PROJECT NARRATIVE**

The contractor shall provide services to design and construct a single story structure for a 16-bed Domiciliary Rehabilitation Treatment Program Center at the Tennessee Valley Healthcare System (TVHS), Alvin C. York Campus located in Murfreesboro, Tennessee. Project will create a new state-of-the-art, Domiciliary Residential Rehabilitation Treatment Program (DRRTP) Center providing a recovery-oriented environment for mental health in accordance with the Department of Veterans Affairs Office of Construction and Facility Management Mental Health Facilities Design Guide ([www.cfm.va.gov/til/dGuide/dgMH.pdf](http://www.cfm.va.gov/til/dGuide/dgMH.pdf)). The project will include: single occupancy patient rooms with a minimum of 25% ABA compliant patient rooms, bathrooms, dining, kitchen, laundry, indoor and outdoor recreational areas and other support spaces (refer to attached SEPS and conceptual drawings).

**SCOPE AND OBJECTIVES OF CONTRACT**

**General Scope of Work**

Provide design and construction to create a new Domiciliary Residential Rehabilitation Treatment Program (DRRTP) adjacent to Building 11 at the Veterans Affairs (VA) VA Tennessee Valley Healthcare System, Alvin C. York Campus, Murfreesboro, TN 37129. This new Domiciliary Residential Rehabilitation Treatment Program Center building shall have 16 private bedrooms and bathrooms, based upon the basic requirements defined in the attached Space and Equipment Planning System (SEPS) model totaling approximately 10,040 Gross Square Feet and further described in the VA Design Guide for Mental Health Facilities. Furnish professional services, labor, materials, supplies, tools, supervision, and equipment necessary to complete the design and construction. General work includes, but is not limited to, interior design, licensed independent fire and life safety review, industrial hygiene, civil, landscape architectural, geotechnical, surveying, structural, architectural, mechanical, heating ventilation and air conditioning (HVAC) and controls, plumbing, fire suppression and alarms, electrical power and systems, security, grading, road work, site work, hardscape, and landscaping.

**Statement of Project Objectives**

A key objective of the project is the creation of a patient centered setting for Veterans to call home during their recovery.  The project design will provide the features described below.

1. Appropriate external building site, which serves as the first introduction to the facility and affects initial impressions and expectations.
2. External grounds with the degree of visual and physical access to nature to support the healing process.
3. Interior design with pleasing aesthetic features for a warm, welcoming, and familiar environment promoting a sense of calm in patients and enhancing their connection to recovery.
4. Convenient access through thoughtful consideration of pedestrian travel to the existing Residential Rehabilitation Treatment Program (RRTP) components located in Building 11, adjacent to the proposed area of construction.
5. A safe healing environment through patient engagement and security combining access control, monitoring, lighting and maximum staff visibility.

The attached concept drawings are included to convey the VA’s general intent and fundamental program components. The contractor shall not rely on the preliminary concept as a basis for contractor design or construction, but instead the contractor shall provide unique Patient Centered design solution. Design Concepts shall include, but are not limited to, the following points.

**BUILDING EXTERIOR**

The new building and site improvements shall be fully integrated with the campus surroundings and the adjacent Building 11 housing the existing RRTP. The new addition to historic Building 11 shall be a single story structure with brick veneer which blends proportionally with the other historic buildings in the park like setting of the York campus. The York campus is listed on the National Register of Historic Places, therefore any addition to a campus building will be reviewed for compatibility with the historic campus.

The project shall maintain the historical integrity of the Alvin C. York Campus with elements echoing the architectural language of the campus. These elements of design shall include: sloped roofs, matching brick, architectural precast (matching limestone detailing on campus historic buildings), stone veneer, faux slate roofs, copper gutters and downspouts, copper flashing and dark bronze anodized aluminum windows, to match or address the existing windows on Building 11 through rhythm and proportion.

1. This new structure shall incorporate architectural details that complement the surrounding historic campus while maintaining a contemporary feel.
2. Provide building of similar scale and mass with similar roof form to other historic buildings on the campus. Roof should match pitch, complexity and orientation of adjacent building. Roof material shall be cementious faux slate matching roofing already used on the historic campus.
3. Incorporate window and door openings with similar proportions to adjacent building.
4. Patient Room Corridor shall have access to the therapeutic garden. The commercial grade mechanical system shall be designed to provide individual room thermostatic control, including a hot water reheat system, be energy efficient and be placed in such a manner to be screened from view. The Mechanical Room will be accessible from the exterior through a steel door.
5. Design and construction should be carried out with sustainability in mind; consideration will be given to reduce operating costs, promote a serviceable facility and minimize recurring maintenance requirements to promote an overall low cost of asset ownership.
6. Provide an energy efficient design.
7. Building shall be slab on grade.
8. Modular Brick, running bond pattern. Mortar, Joint Type and Brick to match existing buildings.
9. Provide Thermally Insulated Windows, Low E glass.

**LANDSCAPE AND SITE DEVELOPMENT**

The entry sequence to the front façade of Building 11, from the lawn, serves as the first impression to the Residential Rehabilitation Program and shall create a sense of welcoming shelter as well as respite and recovery.

1. The landscape surrounding the building shall be at a level minimally consistent with the rest of the Alvin C. York Campus. The resident outdoor recreational area and main entry/approach landscaping shall be upgraded from the rest of the site landscaping. The quality and landscaping of the outdoor therapeutic garden and building should be similar to caliber, design and type of landscaping as the Fisher House.
2. The landscape design shall include elements of therapeutic and recreational space. The landscape shall include a central gathering space (stamped, stained concrete or pavers) and areas for personal reflection. Sun shading such as arbors or pergolas should be included to extend the use of the space through the heat of summer.
3. The placement of the new building shall minimize the destruction of existing trees.
4. Provide a mixture of formal and informal open space. 5% of the site will be formal open space.
5. Exterior site lighting shall include lighting for parking and outdoor gathering space which will be used after dark.
6. Facilitate staff and patient pedestrian flow to the adjacent building 11 from the DRRTP through a new covered walkway, including stairs and ramps. The Connector will maintain the historical integrity of the campus. The Connector shall be designed to be enclosed and conditioned in the future. Foundation/ edge of slab should be designed to accommodate a heavily fenestrated enclosure with brick veneer in the future.
7. Provide roads and sidewalks to and from building. Parking will not be located along the main approach to the building. The total parking count shall be 38 spaces minimum.
8. Parking medians and perimeter of parking lot shall be landscaped with 2” caliber deciduous trees at a minimum of 20 feet on center.
9. Roadway signage and traffic control shall be included in the project.
10. Typical sidewalk width shall be 6 feet with broom finish.
11. Provide engineered fill at all retaining walls.
12. Retaining wall shall be reinforced masonry wall system with a coping and planting which shields the view of the wall.
13. Provide 1 year warrantee on all plantings.
14. Provide both deciduous and conifer trees in foundation planting.
15. Provide independent metered feeds for each utility serving the building.
16. Grass shall be sod- Rebel Fescue Blend or approved equal.
17. Plants specified are low maintenance varieties, tolerant of site's existing soils and climate without supplemental irrigation or fertilization once established.
18. Evaluate soil for use as topsoil in accordance with ASTM D 5268.

Reuse surface soil stockpiled on the site. Verify suitability of surface soil as topsoil meeting requirements for grass and landscaping. Amend existing soil as necessary. Clean topsoil of roots, plants, sods, stones, clay lumps, and other extraneous materials harmful to plant growth. Coordinate with Site Clearing. Supplement with imported topsoil when quantities of stockpiled soil are insufficient.

1. Furnish and apply soil amendments as required for grass and landscaping.
2. Furnish and apply initial application of fertilizer for grass, trees and shrubs.
3. Provide 4” mulch at a minimum in bedding areas and at all trees and parking medians.
4. Plant or install materials only during normal planting season for each type of landscape work required. Coordinate planting schedule with COR.
5. Proceed with and complete the landscape work as rapidly as portions of the site become available, working within the seasonal limitations of each kind of landscape work required.
6. Mechanical units shall be screened with decorative metal (not galvanized chain link) fence. Landscaping shall be used as a secondary screening device.

**BUILDING INTERIOR**

1. The Interior Design concepts will promote a sense of calm which enhances the new model of care for the Mental Health of Veterans.
2. Provide a comfortable environment that is aesthetically pleasing. Finishes shall be easy to clean, selected for durability and long-life. Colors and patterns shall be pleasing and soothing.
3. Proposed finishes will be submitted via finish boards for consideration and final approval.
4. Provide full height of all interior walls with sound attenuation.
5. All ceiling heights shall be 9’-0” minimum. Rooms larger than 120 square feet will be 10’-0” minimum. A safe healing environment through patient engagement and security combining access control, monitoring, lighting and maximized staff visibility.
6. Provide a large electric LED fireplace and decorative hearth with stone surround in Recreation/Therapy Room.
7. **Doors**
8. Contractor shall provide solid core birch doors.
9. Patient closet doors may be sliding doors with upper track with knock down door frames.
10. Exterior doors at mechanical room shall be painted steel.
11. Door frames shall have hospital type door jambs and be welded.
12. Main entry doors shall be predominately glass with side lights/ storefront.
13. Patient room doors shall be designed to prevent barricading within the room. It is preferred for patient room doors to open into grouped recessed niches in the corridor.
14. Exact stain color will be provided by VA Interior Designer.
15. **Door Hardware**
16. Contractor shall provide lever sets and removable cores with Best 7-pin Grand Master Keying system consistent with TVHS keying system. VA shall release keying/coring info to Best. VA will receive and install Contractor provided cores.
17. Provide ABA compliant door hardware, including lever-sets Best 93 K Series (no knobs).
18. All door hardware shall be brushed stainless steel (except closers).
19. Provide 10” kick plates on both sides of all doors.
20. Provide Security Access Card Readers (tie into Building 11/ York Campus security system) at data room, main staff entry and main entry doors.
21. **Casework**
22. Provide recessed bookshelves and 6 linear feet of base cabinets in Recreation/Therapy room.
23. Provide ADA compliant casework at nurse station with transaction counter and adjacent workspace with upper cabinets.
24. All countertops shall be solid surface material- Corian Fossil or approved equal.
25. Provide lower and upper cabinets in kitchen.
26. Provide gypsum board soffit above all upper cabinets.
27. Casework shall be plastic laminate/ hospital grade. Residential grade cabinets are not acceptable.
28. Provide removable laminate panel, per ADA, at ADA sinks.
29. Cabinet hardware shall be brushed stainless steel.
30. Hinges shall be 7 pin or heavy duty concealed hinges.
31. Provide ABA compliant cabinet hardware.
32. **Patient Toilets**
33. Provide recessed medicine cabinet 36”x48” minimum with accent lighting at sink.
34. Provide undermounted ceramic sink with solid surface counter.
35. Provide tiled shower with fiberglass pan bottom.
36. Provide full height 3”x 6” ceramic tile, in running bond pattern, with accent tile strip, on wet walls.
37. Provide stainless steel commercial grade towel racks and robe hook.
38. Provide cabinet storage for additional towels and linens.
39. **Patient Rooms**
40. Provide built in 6’ x 2’-0” clear minimum closet for patient belongings.
41. Provide phone and data.
42. Provide TV mounts and cable/cable outlet.
43. **Training Kitchen**
44. Provide code compliant ventilation system for stove/ oven.
45. Kitchen can be partially open to dining room.
46. Install VA supplied refrigerator/ auto defrost freezer with icemaker, full size built in microwave, dishwasher electric self-cleaning stove/oven and undercounter ice maker.
47. Provide additional GFI outlets at counter for coffee pot, slow cooker and other small appliances. (Minimum of 36” o/c at countertop and island).
48. **Ceiling**
49. Provide white metal grid and 5/8” acoustical ceiling tile (2x4 ACT) per VA facility standard (Match Building 11 standard) in public areas, offices, and Patient Education/ Conference/Group Room and Recreation/ Therapy.
50. Patient room and bathrooms shall have gypsum board ceilings.
51. Provide soffits in patient room corridor and in Patient Education/Conference/ Group Room, Recreation/Therapy Room, entry and nurse station.
52. **Interior trim**
53. Paint all trim. Trim paint shall be semi-gloss latex, high quality, high solids, mar resistant and low VOC.
54. Provide decorative wood trim and decorative rubber base in Patient Education/Conference/ Group Room, Kitchen, Dining and Recreation/Therapy Room at a minimum.
55. The use of knockdown door frames is prohibited.
56. Windows may have gypsum board returns. Solid surface window sills are required.
57. **Walls**
58. Painted walls are typical if not noted otherwise.
59. Wall paint shall be high quality, high solids, satin, mar resistant and low VOC.
60. Provide paint in offices and all rooms with exterior walls.
61. Type II VWC (& 4” upgraded base) will be used in public areas such as the Entry, Patient Education/ Conference/ Group Room, Dining Room, Recreation/Therapy Room and corridors.
62. Provide Level 4 gypsum board finish at all walls with sconce or wall washers as well as on all mold resistance paperless board.
63. Provide full height 6”x 12” ceramic tile (Stone peak Limestone Collection), in running bond pattern, with accent tile strip, on toilet room wet walls.
64. Provide tile backsplash at kitchen from counter to upper cabinet or ceiling.
65. **Flooring Material**
66. Typical new floor finish shall be luxury vinyl tile -Amtico Collection Teak- AROW6990 by Mannington commercial or approved equal.
67. Toilets shall be ceramic tile with ceramic tile base- Stone Peak- Glazed Porcelain Limestone or Slate Collection. Use Epoxy Grout.
68. Provide Carpet in Patient Education/Conference/Group Room and Recreation/Therapy Room and Staff Offices- Corfu Tile (Antron Lumena SD Nylon) by Atlus Carpet Mills, Inc. or approved equal.
69. Provide 4” Johnsonite rubber or upgraded rubber architectural base per description above.
70. Provide ADA compliant transition strips at material transitions.
71. **Lighting**
72. Lighting levels shall be calculated according to installed fixtures rather than relying on supplemental lighting.
73. All fluorescent lighting (except patient bedrooms and toilets) shall be T-8 2x4 Cooper Lighting Metalux Ovation Series, 3 lamp, 2 ballast, round perforated white steel lamp shield, rapid start or approved equal.
74. Emergency lighting will not be wall packs but will be integrated into general lighting.
75. Provide Lithonia Lighting Die-Cast Aluminum Exit Lights or approved equal. Wall packs shall not be allowed.
76. Provide decorative sconces in Patient Corridor, Dining Room, Recreation/ Therapy Room- Caesar GL-4405-4406 120 volt by Glighting or approved equal
77. Provide sconces at exterior entrances- Trireme GL-5405-5406 by G Lighting 120 volt or approved equal.
78. Provide vanity lighting in Patient Toilets with shower/fan light in shower.
79. Provide 6” diameter 120 volt recessed LED downlights in all soffits and Patient Rooms.
80. Site lighting should be LED with decorative bollard lighting in healing garden and pathways.
81. Residential and incandescent fixtures are not acceptable.
82. **Electrical System**
83. There is sufficient space capacity on the 750 KW emergency generator located in building 105 for emergency power.
84. Provide Fire Alarm and Fire Detection System. Connect to the existing York Siemens Simplex system.
85. Provide emergency and a normal feeder panels from building 11. Existing feed from building 11 is 208 Volt.
86. ATS for emergency power has sufficient capacity for the building.
87. Provide distribution panels for emergency and normal power and segregate large equipment loads.
88. Street lighting will be tied into existing 480 volt site lighting circuit.
89. Provide GFI outlets at patient sinks.
90. Provide duplex outlets at 36” o/c minimum at all countertops.
91. All building service equipment shall be sized for 15% to 20% future growth (above the design safety factor).
92. **Mechanical**
93. All building service equipment shall be sized for 15% to 20% future growth (above the design safety factor).
94. HVAC supply, exhaust, and return systems shall be hard ducted. Plenum return is not acceptable.
95. Provide mechanical systems, including any package units to meet VA guidelines. Insure pressure relationships are maintained and building envelope is not compromised.
96. Packaged Terminal Air Conditioners (PTAC) and heaters are not acceptable. Wall heaters and radiant room heaters (coils, strips, etc.) are not acceptable.
97. Provide distributed systems providing environmental control.
98. Test, Adjust and Balance (TAB) HVAC system. Submit a certified TAB report 2 weeks prior to final inspection.
99. All HVAC and associated equipment shall be tied to, monitored by and alarmed by the Medical Center’s Siemens Energy Management System.
100. Mechanical equipment shall be shall be energy efficient. Provide variable flow equipment / systems.
101. Provide individual room thermostatic control in patient rooms. Group similarly occupied areas on separate controls.
102. Provide mixing boxes with recirculating hot water reheat.
103. Provide heat exchanger fed from site steam to service hot water reheat.
104. **Plumbing**
105. Lavatories shall be wall hung vitreous china.
106. Countertop with sinks shall be solid surfacing (Corian Fossil or equal). Sinks in patient toilets shall be under mounted vitreous china.
107. Provide high grade stainless steel, deep well, double basin sink at Training Kitchen with commercial grade gooseneck faucet with wrist blade controls.
108. Installation to facilitate a clean architectural layout minimizing un-necessary offsets and maximizing floor space. Minimize the number and size of wall furr-outs.
109. Locate sprinkler heads as necessary for new space layout. Sprinkler heads with semi-recessed heads with a maximum 3/4" projection or with fully recessed pop-down heads shall be used.
110. Provide heat exchanger fed from site steam to service domestic hot water.
111. Provide recirculating domestic hot water system.
112. All building service equipment shall be sized for 15% to 20% future growth (above the design safety factor).
113. Provide compliant fire pumps, tests and certification.
114. **Phone/Data/CATV**
115. Provide phone/data outlet in each patient room, office, 2 outlets at the Nurse Station and 5 phone/data outlets at the Patient Education/ Conference/ Group Room and 3 outlets in the Recreation/ Therapy Room.
116. New telecom jacks shall match newer facility standard jack that has 2 phone (split), 3 data (red, white, blue), and 1 blank. Cable shall be CAT 6.
117. Provide a CATV outlet and cabling to each TV adjacent to the electrical power outlet. (TV’s will be located in every Patient Room, Recreation/ Therapy Room, and Patient Education/ Conference/ Group Room. Coordinate exact location with VA COR.
118. In rooms greater than 75 NSF provide at least 1 phone/data outlet (except storage closets). No data outlets in Closets, Storage or building service areas.
119. Power poles are not acceptable.
120. Servers and racks will be VA provided and installed. Punch down, termination and testing shall be by contractor.
121. **Security / Panic Control System**
122. Provide a panic button in every patient bedroom and patient bathroom. System shall be monitored at nurse station (Annunciator Panel). Connect to existing Rauland panic system in adjacent RRTP in building 11.
123. Provide a security call button at nurse station, offices, exams and multipurpose group rooms that connects to the VA Police security system.
124. Provide 6 security cameras and associated cabling to monitor the main entrances, corridor and exterior including courtyard.
125. Wayfinding- interior and exterior signage will match new TVHS wayfinding standards.

**BASIS FOR DESIGN**

Design and construction shall comply with current VA specifications, guidelines, design alerts, manuals, details, criteria, instructions, procedures, and standards. Refer to the VA Technical Information Library (TIL) at [www.cfm.va.gov/TIL/](http://www.cfm.va.gov/TIL/) and the VA Mental Health Guideline for Domiciliary Residential Rehabilitation Therapy <http://www.cfm.va.gov/til/dGuide/dgMH.pdf>. Also see VA Design Manuals at [www.cfm.va.gov/til/dManual.asp](http://www.cfm.va.gov/til/dManual.asp).

1. When series standards are not available or are incomplete for a specific function/space, contractor shall apply the standards and guidelines of another series for that specific function or a similar function.
2. Comply with VA HVAC Design Guidelines for Community Living Centers and Domiciliary at [www.cfm.va.gov/til/dGuide/dgMH.pdf](http://www.cfm.va.gov/til/dGuide/dgMH.pdf). Attributes such as outside air percentages, air changes / CFM, and humidity requirements must be met for indoor air quality. Design shall maintain building envelopes to prevent moisture infiltration and possible mold growth.
3. Compliance with IBC (International Building Code), NFPA (National Fire Protection Association) and OSHA Standards will be reflected in the completed design and construction documents. Refer to VA Construction Standard CD-30. Conflicting criteria shall be brought to the attention of the COR.
4. Compliance with the Physical Security design manuals for VA Facilities <http://www.cfm.va.gov/til/spclRqmts.asp#PHS>.
5. Comply with current applicable state, local, and federal building codes and standards as well as codes/standards from other recognized authoritative bodies. This includes, but is not limited to, Associated Air Balance Council (AABC), American Concrete Institute (ACI), Acoustical and Insulating Materials Association (AIMA), American National Standards Institute (ANSI), American Society of Heating, Refrigeration, and Air-Conditioning Engineers (ASHRAE), American Society of Mechanical Engineers (ASME), American Society for Testing and Materials (ASTM), Gypsum Association (GA), International Building Code (IBC), National Electric Code (NEC), National Fire Protection Association (NFPA), National Environmental Balancing Bureau (NEBB), National Standard Plumbing Code (NSPC), Occupational Safety and Health Administration (OSHA), , Sheet Metal and Air Conditioning Contractors’ National Association (SMACNA), Electronic Industry Alliance/ Telecommunications Industry Association (EIA/TIA), American Disabilities Act (ADA), American Barriers Act (ABA) and other applicable codes.
6. Design shall be performed and submitted in accordance with VA Architectural Engineering (AE) Design Submission and Review requirements. Refer to instructions for Minor and NRM Construction Projects found at <http://www.cfm.va.gov/til/aeDesSubReq.asp> .
7. Coordinate with leading manufacturers and comply with their instructions and recommendations.
8. Design for patient privacy in accordance with VA directives and guidelines. New rooms and partitions shall be designed for 40 STC. This includes in-wall components such as doors, frames, boxes and glazing.
9. Insure proper life safety. Code Analysis will be clearly defined on the Index Sheet of the Construction Documents.
10. Insure compliance with ABA. An ABA/ADA Detail Sheet with minimal requirements and typical details will be included in the Construction Documents. Interior Elevations and Enlarged Plans will also note all relevant ABA requirements.
11. Other related referenced standards and VA guidance:
12. VA TIL, PG-18-3, Design and Construction Procedures
13. Topic 15 - energy efficient and sustainable design policy for VA new construction
14. Topic 16 - sustainable buildings policy for new and renovated VA construction
15. TVHS Energy Requirements and Design Guide (attached)
16. VA Seismic requirements refer to [www.cfm.va.gov/til/seismic.asp](http://www.cfm.va.gov/til/seismic.asp).

**SCHEDULE**

The anticipated duration design is 178 days and the duration of construction is an additional 329 days after issuance of Notice to Proceed (NTP). The proposed schedule may be shorter than this.

|  |  |
| --- | --- |
| Contract Award | TBD |
| Notice to Proceed | 1 day  |
| Survey and Geotechnical Testing /Report | 14 days |
| Schematic Design | 35 days |
| Schematic Design Review | 5 days |
| Design Development 1 | 21 days |
| Design Development 1 Review | 5 days |
| Design Development 2 | 21 days |
| Design Development 2 Review | 5 days |
| Construction Documents | 65 days |
| Construction Document Review | 6 days |
| Construction | 329days |
|  |  |
| Beneficial Occupancy  | TBD |

**POST AWARD REQUIREMENTS**

**Construction Document Preparation**

1. **Design Review Submissions**
2. The Contractor shall prepare and submit complete construction documents for review and approval by the COR.
3. All submission packages will be reviewed at submission completion stages listed above. All review submission packages will incorporate the final review comments from the previous review. If any package is not complete for the required stage, a post review may be required. The cost of which will be borne by the Contractor.
4. Each review submission package shall include four (4) hard copy sets and three (3) sets on CD-ROM. The package will include an index of drawings (by sheet number and title) and specifications (by section number and title) submitted. The packages will be distributed to the Project Manager and others as determined to be appropriate by the contracting officer. Final submittals shall also be distributed to the contracting officer.
5. The DB team shall advise the contracting officer of any variances with the applicable Department of Labor or Occupational Safety and Health Standards, for occupancy requirements.
6. **Design Review Meetings**
7. A review meeting to resolve design issues will be held for each design review package submitted. The meeting will include discussion of VA comments on functional relationships and technical peer review comments (by others).
8. Participants will include VA Staff and Contractor members as appropriate for the specific package to be reviewed; other facility participants may be invited as required. The design review meetings will be allotted a half day.
9. The Contractor shall allow a minimum of five (5) working days for each review cycle. A cycle includes:
10. The VA’s receipt of the design review submission package
11. The review meeting
12. DB teams receipt of comments from the VA, either electronically or by hard copy delivery.
13. **Quality Assurance/Quality Control**
14. To reduce design errors and omissions, the Contractor shall develop and execute a QA/QC plan that demonstrates the team and method of review for the project plans and specifications. The project QA/QC shall be a rigorous, thorough review and coordination effort. The QA/QC plan shall be submitted to the VA along with the project schedule.
15. Within fourteen (14) days after receipt of Notice to Proceed, the Contractor shall submit a detailed QA/QC plan describing each QA/QC task that will be taken during the development of the various design submission packages and the name of the Contractor member responsible for QA/QC.
16. Upon its completion each task shall be initialed and dated by the responsible Contractor member.
17. A 100% completed QA/QC plan shall be submitted with the final construction document submission package.
18. **Electronic Media**
19. Design review submission drawings and final Construction Document submission drawings will be executed in electronic format, AutoCAD version 2013.
20. Site Utility CADD documents, from the VA, shall be provided for reference only.
21. Contractor shall submit specifications in electronic format in the latest version of Microsoft Office and Microsoft Word. PDF’s of the specifications will not be acceptable.
22. Construction shop drawings are not required to be completed in AutoCAD version 2013.
23. **Professional Licensing**

The A/E who prepares the construction documents shall be a professional architect or engineer licensed in the State of Tennessee.

1. **Approved Construction Documents**
2. The 100% construction document submission package will be submitted by the Contractor to the VA team after completion of the Design Development 2 review. The VA will have five (5) working days for final review and acceptance.
3. The 100% construction documents submission will include a full set of construction documents including all disciplines/packages and will be sealed and signed by the Architects and Engineers of Record.
4. The final construction documents submission package will incorporate all VA supplied comments from the earlier submission package reviews and will comply with the VA RFP.
5. If the final construction documents submission package is not complete, the contractor must resubmit the package in its entirety.
6. Reference Construction Period Submittals for approved construction document distribution.
7. Construction Drawing Preparation - Mandatory material and equipment schedules, as well as details, shall be indicated either on the drawings. The construction drawings shall include a coordinated set of the following:
8. Civil engineering drawings including existing site conditions, site demolition plans, site layout, site grading, site utilities, and site details
9. Landscape drawings including, but not limited to, tree preservation plan, landscape plans, plant schedule and tree list and landscape details. Structural drawings including foundation plans, framing plans, schedules, and details, including general notes and all calculations.
10. Architectural drawings including, but not limited to, life safety plans, demolition plan, noted and dimensioned floor plans, roof plan, large scale toilet plans/ elevations, large scale patient room plan/ elevations, interior elevations, building elevations, building sections, wall sections, details, ABA details, reflected ceiling plans, door and hardware schedules and details, interior and exterior window schedules and details, casework elevations finish plan and furniture. Fire protection drawings including floor and roof plans, riser diagrams, equipment schedules and details to include general notes, calculations and all related calculations.
11. Plumbing drawings including, but not limited to, floor and roof plans, riser diagrams equipment schedules, plumbing fixture schedules, and details to include general notes, calculations and all related calculations.
12. HVAC drawings including, but not limited to, floor and roof plans, one-line flow diagrams, equipment schedules and details, including general notes and all related calculations. Also provide sections for mechanical equipment rooms and sequence of operation for all HVAC equipment.
13. Outside steam distribution drawings including, but not limited to, demolition plans, system plans and profiles, manhole piping plans, calculations and sections, equipment schedules, and details.
14. Electrical drawings including, but not limited to, site demolition plans, site plans, floor and roof plans (power, lighting, and other systems), one-line diagrams, panel schedules, equipment schedules, light fixture schedules calculations and details.
15. Construction Specifications - Project specifications shall include specifications for all products, materials, equipment, methods and systems shown on the construction drawings in accordance with standard professional practice and the resulting contract. The specification submitted for review shall include:
16. The name of the manufacturer, the product name, model number, or other identification as appropriate to clearly identify the product that will be used in the construction of the project.
17. Other data as appropriate to clearly identify the product that will be used in the construction of the project i.e. shop drawings, product data, and samples as required by the VA contract documents.
18. The required stamp of the licensed architect or engineer of record will be considered as certification of compliance with the contract requirements.
19. **Construction Period Submittals**
20. The Contractor shall provide five (5) full size and five (5) half size sets of the approved construction documents to the VA COR.
21. The Contractor shall provide a cost loaded schedule with critical path and float identified.
22. Other submittals - The Contractor shall submit test results, certificates, manufacturer’s instructions, manufacturer’s field reports and other data as required by the VA contract specifications, to the VA COR.
23. Project record drawings - The Contractor will maintain a set of construction documents onsite to record actual construction changes during the construction process. The project record drawings will be available for review by the VA Project Manager at all times.
24. Shop drawings and submittals - The Contractor and the Architect and Engineers of Record shall check the subcontractor’s shop drawings, detail drawings, schedules, descriptive literature and samples, testing labor-laboratory reports, field test data and review the color, texture and suitability of materials for conformity with the RFP Documents and construction documents. The Contractor and A/E shall recommend approval, disapproval, or other suitable disposition to the VA Project Manager. The VA Project Manager/COR will have final approval authority. The A/E shall evaluate the submittals with reference to any companion submittals that constitute a system. When necessary, the A/E will request the Contractor to submit related components of a system before acting on a single component. Should this procedure be inappropriate, the A/E shall review all prior submittals for related components of the system before acting on a single component. The A/E and the Contractor may be required to hold joint reviews with the VA technical staff on complicated system submittals. The A/E contractor shall notify the VA Project Manager in writing of any and all deviations from the requirements of the construction documents that are found in the submittals.
25. Project Close Out - The Contractor shall comply with the General Requirements Section 010000, for submission of final as built drawings, manuals, and other documents as noted. Required as-built drawings and specifications will be submitted in the same format required for the construction documents.
26. A/E Site Visits and Inspections - During the construction period the AE shall make monthly visits (minimum) to the project site and shall attend weekly project meetings by phone or web-based Lyncs. The VA Project Manager may also request visits for special purposes. Only registered architects and engineers thoroughly familiar with the project may make these site visits. The VA Project Manager has the prerogative to determine the professional discipline(s) required for any visit. The A/E shall observe the construction, advise the VA Project Manager of any deviations, deficiencies or solutions to issues discussed.
27. A site inspection report which includes the purpose of the inspection, items reviewed, deficiencies observed, recommendations and additional actions required shall be furnished to the VA Project Manager within three work days following the site visit date.
28. The professional A/E team will be present at all design submissions and inspections including the following construction inspections site excavation, concrete formwork, pre- foundation pour, in wall inspection, above ceiling inspection, building service equipment startups, evaluation of contractors electrical coordination study, framing inspections, roofing inspections, structural inspections, plumbing inspections and mechanical inspections.

# SCHEDULE

**\*\* PHASE 2 PARTICIPANTS ONLY \*\***

**Itemized Cost Breakdown–**

**Base Offer – 16 Beds- Approximately 10,040 Gross Square Feet**

In order to be considered for award, all Offeror selected and invited to shall submit responses to the Phase II Request for Proposals (RFP).shall complete the below pricing schedule. Line item pricing shall be in whole numbers. Offerors are advised that the prices set forth below shall be considered full compensation to Offeror for all design and construction of the total Project, to include: design, labor, material, equipment, permits, taxes, overhead, profit and any other expenses of any kind applicable to the work to be undertaken by Offeror associated with such work, including but not limited to any escalation, extended site overhead, acceleration of schedule, and/or shift of construction sequencing. All project price/cost information should be completed assuming a Guaranteed Maximum Price and achieve the Substantial Completion Date as agreed to upon contract award.

Division 0: Special Sections $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Division 1: General Requirements $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Division 2: Site Work $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Division 3: Concrete $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Division 4: Masonry $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Division 5: Metals $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Division 7: Thermal and Moisture Protection $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Division 8: Doors and Windows $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Division 9: Finishes $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Division 10: Specialties $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Division 21 Fire Suppression $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Division 22: Plumbing $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Division 23: Heating, Ventilating, and Air Conditioning $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Division 26: Electrical $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Division 27: Communications $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Division 28 Electronic Safety & Security $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Division 31 Earthwork $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Division 32 Exterior Improvements $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Division 33 Utilities $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Division 34 Transportation $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 **OVERHEAD** $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (\_\_\_\_\_\_\_\_\_\_%)

 **PROFIT**  $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (\_\_\_\_\_\_\_\_\_\_%)

**Total Cost** **$\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (INCL OH & PROFIT)\*\***

**Alternate Offer #1 – 14 Beds- Approximately 8,648 Gross Square Feet**

Division 0: Special Sections $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Division 1: General Requirements $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Division 2: Site Work $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Division 3: Concrete $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Division 4: Masonry $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Division 5: Metals $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Division 7: Thermal and Moisture Protection $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Division 8: Doors and Windows $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Division 9: Finishes $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Division 10: Specialties $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Division 21 Fire Suppression $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Division 22: Plumbing $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Division 23: Heating, Ventilating, and Air Conditioning $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Division 26: Electrical $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Division 27: Communications $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Division 28 Electronic Safety & Security $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Division 31 Earthwork $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Division 32 Exterior Improvements $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Division 33 Utilities $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Division 34 Transportation $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 **OVERHEAD** $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (\_\_\_\_\_\_\_\_\_\_%)

 **PROFIT**  $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (\_\_\_\_\_\_\_\_\_\_%)

**Total Cost** **$\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (INCL OH & PROFIT)**

# INSTRUCTIONS, CONDITIONS AND OTHER STATEMENTS TO OFFERORS

An Offeror’s Proposal shall meet all requirements established by this RFP. Requirements of this RFP generally will use the words “shall”, “will”, or “must” to identify a required item that must be submitted with an Offeror’s Proposal.

**\*\* Failure to comply with the following instructions will result in the proposal being considered Technically unacceptable and the proposal will not be evaluated or considered further. \*\***

**1. WHO MAY SUBMIT AN OFFER AND RECEIVE AWARD**:

**This is a 100% Service Disabled Veteran Owned Small Business (SDVOSB) Set Aside Procurement.**

1.1 Only verified Service Disabled Veteran Owned Small Business (SDVOSB) firms are eligible to submit an offer or receive an award of a VA contract that is set-aside for SDVOSBs in accordance with VA Acquisition Regulations (VAAR) Part 819. All SDVOSBs must apply for and receive verified status in accordance with 38 CFR Part 74 and be registered and verified (CVE) in the Vendor Information Pages (VIP) prior to submitting an offer on an acquisition conducted in accordance with VAAR Part 819. The VIP will be checked both upon receipt of an offer and prior to award. **Offeror shall be required to submit a CVE Letter with their proposal verifying its firm SDVOSB status.**

1.2 Offerors are encouraged to form partnerships with other SDVOSB or VOSB firms to provide a both design and construction in accordance with the project requirements. Joint Venture Agreements –Offerors submitting Joint Venture shall submit a copy of their Joint Venture Agreement with their offer for Contracting Officer approval. Joint Ventures shall comply with VA Information Letter (IL) 049-06-04 and shall register and be verified in the Center for Veterans Enterprise (CVE) with a status of SDVOSB or VOSB. Moreover the prime venture partner must be the SDVOSB partner used to create the JV.

1.3 Proof of Bonding Capacity is required to assure that Offerors selected for Phase Two will have the bonding capacity for both performance and payment bonds as required under the terms and conditions of this solicitation and resultant contract pursuant to FAR 52.228-15. Each Offeror shall submit a Surety Letter from its surety company on company letterhead indicating a signal and aggregate bonding capacity and demonstrating the surety’s commitment to bond the Offeror in an amount no less than $3.5 million. Offeror shall also be required to provide with its Phase 2 proposal a 20% offer guarantee.

1.4. Offerors shall be registered in the System for Award Management (SAM) in the same manner as they are proposing for this solicitation. Offeror can register in SAM located at [**https://www.sam.gov/portal/public/SAM/**](https://www.sam.gov/portal/public/SAM/). **Failure to have business entity registered in SAM.gov under the provided DUNS number and NAICS Code 236220 Small Business status may result in rejection of the offeror’s Phase I proposal.**

1.5. The North American Industry Classification System (NAICS) code for this solicitation is 236220, with a size standard for small business of $33.5 million dollars.

1.6. The contractor must identify the proposed office(s) location and identify Project Construction Manager involved in the execution of the task order. The offeror Project Construction Manager assigned to this contract shall be located, either by virtue of their main office or a satellite operation base, within an area permitting a maximum of a four (4) hour response time to the TVHS Medical Center. Said office or satellite base must be operational within 30 days of contract award and throughout the duration of the contract, and shall be open for business from 8:00 am to 4:30 pm Central Time, Monday through Friday, excluding federal holidays.

**2. PROPOSAL SUBMISSIONS**

In order for a proposal to be considered, offerors must strictly comply with all instructions outlined in this solicitation. Failure to furnish proposals that comply with the instructions, at the predetermined proposal due date for submission, shall result in elimination from consideration for award. Furthermore, all solicitation amendments (if any) must be acknowledged in the SF 1442 and submitted in accordance with the instructions herein. The offeror shall bear all cost associated with the preparation and submission of the proposal. The Department of Veteran Affairs will not be responsible or liable for the cost incurred by the offeror, regardless of the outcome of the selection process.

2.1. **WHERE TO SUBMIT PROPOSAL**

Offerors shall submit the original proposal plus three (3) copies and one (1) CD-ROMs of Volumes I- Phase I Proposal and Volumes I and II of their Phase II proposal to the NCO 9 Contracting Office at the address shown below:

Department Of Veterans Affairs

Solicitation -VA249-14-R-0606

ATTN: Lori A. Krohn – Contracting Officer

1639 Medical Center Pkwy, Suite 400

Murfreesboro, Tennessee 37129

2.2 **PROPOSAL** **SUBMISSION DEADLINE**

**\*\* Failure to comply with the following instructions will result in the proposal being considered Technically unacceptable and the proposal will not be evaluated or considered further. \*\***

Offeror proposals shall be submitted at the location stated specified in Block 13 of Standard Form 1442 and by the time and date as specified below but may be alter by Amendment to this solicitation:

1. Phase I Proposal are due no later than July28, 2014 by 2:00 PM Central Time
2. Issue Phase I selection notices and Request Phase II Proposals August 6, 2014
3. Phase II Proposal are due no later than September 1, 2014 by 2:00 PM Central Time

**3. PROPOSAL REQUIREMENTS AND FORMAT**

3.1 **PROPOSAL FORMAT**

All proposals shall contain the evaluation requirements stated herein. All written information and data shall be submitted in an 8½” x 11” format and shall be provided in a standard three–ring binder. Font size shall be no smaller than 11 inches Times New Roman format. All margins shall be 1 inch. Phase I **Volume I Technical Proposal.** During Phase II **Volume I Technical Proposal and Volume II Price Proposal binders shall be separate**. Contents shall follow the order of the evaluation criteria and all pages shall be numbered. Facsimile proposals will not be accepted.

Firms submitting proposals should limit submission to data essential for evaluation of proposals so that a minimum of time and resources are expended in preparing information required by the Request for Proposal (RFP). Data submitted must reflect the Offeror’s interpretation of criteria contained in the RFP.

All commitments made in the proposal may become a part of the resultant contract. The data submitted with each proposal should be complete and concise. Excessive reliance on promotional brochures is discouraged.

Technical and Past Performance Volume shall not exceed the page limits stated herein. **Failure to comply with the following page-limits and other instructions will render the proposal technically unacceptable and the proposal will not be reviewed or considered further.**  Solicitation attachments are not included in page counts.

Page limits for Phase I **Technical Capability** Volume is a maximum of thirty two (32) pages

Page limits for Phase II **Technical proposal** Volume I Tab (B) is a maximum of twenty five (25) pages

Page limits shall include: All appendices, charts, graphs, diagrams, tables, photographs, drawings, etc. except as noted in the instructions. Type size will not be smaller than Microsoft Word Times New Roman 11 point font, normal proportional spacing. Text lines will be single-spaced.

Technical proposals will be evaluated for conformance with the minimum solicitation criteria. It must also form sufficient basis for a fair and reasonable price proposal.

Proposal clarity, organization as stated in this solicitation, and cross-referencing are mandatory. Referenced information or materials not included with the proposal documents may be considered nonconforming to the solicitation requirements.

**4. GENERAL TWO PHASE PROCUREMENT AND SELECTION PROCESS**

4.1 The selection process for the two-phase design build will be conducted by evaluating Phase I proposals of this procurement and will result in the selection of a no more than five (5) (maximum) and no less than three (3) (minimum) highly qualified offerors based on the submittal instructions and evaluation criteria set forth below in section 5 of this solicitation.

**\*\*PRICES SHALL NOT BE SUBMITTED WITH PHASE I PROPOSALS\*\***

4.2 Only those offerors selected from Phase I will be notified to submit Phase II proposals. The offerors selected to provide Phase II proposal shall submit the technical and price proposals in accordance with the submittal instructions and evaluation criteria set forth below in SECTION 6 “**PART 2 – PHASE II PROPOSAL SUMMARY.”** Offerors not selected from Phase I will be notified and shall not be considered for contract award.

**5. PHASE I PROPOSAL EVALUATION AND SUBMITTALS FORMAT**

5.1 Each offeror’s Phase I proposal will undergo a Best Value Technical Evaluation in accordance with the Two-Phase, Design-Build Construction procedures as defined in FAR Part 36.3 and Phase I selection procedures defined in FAR Part 15.

The relative weights of each technical evaluation criteria listed below are of equal importance for purposes of Phase I evaluation. **No pricing information shall be submitted with offerors Phase I proposals.**

Offerors are advised that the Government intends to evaluate proposals without discussions or any contact with Offerors concerning the responses received for Phase I. The Government reserves the right to contact Offerors and/or hold discussions if it is determined to be in the best interest of the Government.

5.2 **QUESTIONS**: All questions regarding this RFP shall be submitted in writing via email to Lori.Krohn@va.gov and must be received no later than 2:00 pm, Central Time on July 17, 2014, in order to allow government replies to reach all prospective offerors in a timely manner. No telephone calls will be accepted for questions.

**5.3 Pre-Proposal/Site Visit Meeting:** A Pre-Proposal Meeting has been scheduled at the location and time noted on page 41 under provision 52.236-27 of this RFP. Attendance at this Pre-Proposal Meeting is not mandatory for prime offerors that are interested in responding to this RFP. The VA highly encourages any interested party to attend the Pre-Proposal/Site Visit Meeting.

5.4 **PROPOSAL SUBMITTALS: VOLUME I:** Volume I proposal shall be submitted in a single three-ring binder with tabs separating the factors shown in the table below. The original plus three (3) copies and one (1) CD-ROMs of Volume I should be submitted. **Prices shall not be submitted in Phase I.**

A cover sheet must be submitted and labeled as **Volume I: Phase I Technical Proposal Submission VA249-14-R-0606, “Two Phase Design Build Domiciliary Residential Rehabilitation Treatment Program Center Project #626A4-CSI-102” Proposal**” and will include the **Project Location, Offeror Name, Address, Point of Contact, Phone Number, Fax Number, and E-mail Address.**

Volume I must be labeled with tabs and number separating the factors shown below.

**Volume I Technical Proposal Required Submittals**

**Tab (A**) – Cover Sheet

(1) Offeror’s DUNS number. If submitting a Joint Venture, the Joint Venture DUNS number as well.

(2) Letter from CVE indicating your eligibility as a verified SDVOSB.

1. Capability to perform:

(a) Proof of Bonding Capacity: Each Offeror shall submit a Surety Letter from its surety company on company letterhead indicating a single and aggregate bonding capacity and demonstrating the surety’s commitment to bond the Offeror in an amount no less than $3.5 million.

(b) Provide the offeror's current workload and availability of adequate staff listed under Project Personnel Experience to manage the project. Include project schedules for current and pending projects, as well as the anticipated impact of this project on those schedules and staffing plans.

1. Representation, Certifications, and Other Statements of Offerors (unless offeror is in the SAM system)
2. Signed and completed Standard Form 1442 Solicitation/Offer/Award Documents
3. (4) Solicitation (completed sections 14,15, 19, 20a, 20b, 30a, 30b and 30c of the SF1442 form and return
4. Joint Venture Agreement: All offers submitted by joint ventures must include a complete and signed copy of the joint venture agreement that fully discloses the legal identity of each member of the joint venture.
5. EMR Narrative Statement: Provide a short written narrative to demonstrate that the offeror has no more than three (3) serious, or one (1) repeat or one (1) willful OSHA or any EPA violations in the past three years (Must provide Experience Modification Rating (EMR) rating of 1.0 or better/lower).

**Tab (B)** Factor 1 – Technical Capability

1. Sub-Factor A - Construction Management
2. Project title information
3. Project owner information/role
4. Project design Architect/Engineer Design Team information
5. Project Prime Contractor/Sub-contractor information
6. Project Statistic information
7. Similar information summaries

(2) Sub-Factor B – Specialized Experience and Qualification of the Proposed Construction Team

 (a) Construction Project Team Organization Chart

(b) Construction Team key personnel resumes

(3) Sub-Factor C Specialized Experience and Qualification of the proposed A/E Design Team

(a) Design Project Team Organization Chart

(b) Design Team key personnel resumes

(4) EMR Narrative Statement: Provide a short written narrative to demonstrate that the offeror has no more than three (3) serious, or one (1) repeat or one (1) willful OSHA or any EPA violations in the past three years (Must provide Experience Modification Rating (EMR) rating of 1.0 or better/lower).

**Tab (C)** Factor 1 – Past Performance

1. Past Performance Questionnaire

**5.5 PHASE 1 – EVALUATION FACTORS**

Phase I evaluation factors and sub-factors will be evaluated for purposes of determining no more than five (5) (maximum) and no less than three (3) (minimum) highly qualified offerors who will be selected and requested to submit Phase II proposals. Only the Offerors selected to submit Phase II proposals shall be considered for contract award. Offerors not selected shall not be considered for award and will be notified immediately by the Contracting Officer.

Each technical evaluation criteria listed below are of equal importance for purposes of Phase I evaluation. **No pricing information shall be submitted with offerors Phase I proposals.**

**Factor 1: Technical Capability:**

 **Sub-factor A**: **Construction Management:** Maximum of 32 pages - The Offeror shall demonstrate design-build capabilities, construction capabilities, technical expertise, and experience successfully constructing no more than three (3) similar project between $1 million and $8 million in scope of this project within the last 10 years, with reference to considerations of timeliness and technical success- include for each similar project submitted, the project square footage, contract award amount and final contract amount including all changes, dollar value of work self-performed and the percentage it represents of the final contract amount, and a detailed description of any claims outstanding or resolved against the contract. Design Build or Design-Bid-Build projects which are of similar use and type may be included. However, the design portion, included as part of the Construction Team’s experience, will be not be evaluated unless the design was performed by the Offeror’s proposed design team. Public and private sector projects may be included. Similar projects are defined as Hospitals and Medical Centers projects. Mental health facilities, alcohol or drug treatment rehabilitation centers and assisted living facilities shall be considered more relevant. Outpatient clinic, nursing homes, and physician-offices shall be considered less relevant. General office/administrative space and finish upgrade project shall not be considered similar or relevant. Projects may be for public or private sector clients. In describing project experience, provide the following information:

1) Project title, location including City and State, year complete, role of offeror, and brief description including the building use (Medical Facility etc.) and contracting method (design build, design bid construct, CM at risk etc.).

2) Project owner, role of offeror, name and telephone number of owner’s contact person.

3) Project Design Architect and Engineers Design Team for duration for project and name and telephone number of contact person(s). **Note each firm and employee also proposed for this solicitation.**

4) Project Prime Contractor and Major Subcontractors and name and telephone number of contact person(s). Note each firm and managing persons (project manager/superintendent/foreman as the case may be) also proposed for this solicitation.

5) Project Statistics including start and completion dates (original vs. actual) for design and construction; cost (with brief explanation of what is included in the cost); square footage; foundation type; number of levels; and any awards received.

6) Provide similar projects summaries to demonstrate the Offeror’s design capabilities, construction capabilities, technical expertise, and experience successfully designing or design-building the similar projects, with reference to considerations of timeliness, design success including projects with a Patient Centered or Planetree design philosophy. Projects, which have won design awards or have been published in a national or local publications, should be noted. Include for each project submitted, the project square footage, contract award amount and final contract amount including all changes and a detailed description of any claims outstanding or resolved against the contract.

**Sub-factor B – Specialized Experience and Qualifications of the proposed Construction Team:** The Offeror shall demonstrate relevant experience of key project personnel with the required design-build capabilities. The Offeror shall describe the Construction Project Manager’s experience directing design-build projects and other key personnel and subcontractors identified that have the qualifications and experience in all areas necessary to effectively perform the required work for the duration of the project.

Offeror shall submit an organizational chart and resumes for each key person on the proposed Project Team as defined below:

* Project Team organizational chart for this Project
* Project Manager
* Project Superintendent
* Include Mechanical/ Plumbing, Electrical, Civil Contractors and Landscape Sub-contractors, Safety and Quality Control
* Include individual or firm name and address, and specify team member’s structure (prime, J-V partner, A/E and subcontractor).
1. Resumes must include a description of training and experience in respective areas of expertise.
2. Duties of each key individual must be clearly defined.
3. Resumes must describe current and proposed position titles, education, professional licensing, and any professional awards.
4. Resumes should be no longer than two (2) pages per individual. The organizational chart should be no longer than one (1) page.
5. Past experience must be attributable to the person named on the resume. Minimum experience permitted is as follows:

a. Project Manager -5 years of experience

b. GC Superintendent -5 years of experience

**Sub-factor C – Specialized Experience and Qualifications of Architectural and Engineering Design Team:** Demonstrate the experience and qualifications of the proposed Design Team staff on similar projects; demonstrate how the Offeror organizes and manages the Design Team as well as the Lead Designer’s experience directing similar projects for design-build project work. Outline the experience and qualifications of the key personnel identified for this Project that have the qualifications and experience in all areas necessary to effectively perform the required work for the duration of the Project.

1. Each Offeror shall submit an organizational chart and resumes for each key person on the proposed Project Design Team as defined below:

1. Architect
2. Engineers (mechanical/plumbing, structural, civil, electrical, fire protection)
3. Landscape Architect
4. Interior Designer
5. Any other specialty consultants relevant to the project (life safety, historic preservation, other)
6. Include individual or firm name and address, and specify team member’s structure (prime, J-V partner, subcontractor)

 2. Resumes must include a description of training and experience in respective areas of design, architecture and engineering expertise. Additional training in Planetree principles or EDAC certification should be noted.

1. Duties of each key individual within the Design Team must be clearly defined.
2. Resumes must describe current and proposed position titles, education, professional licensing, and any professional awards.
3. Resumes should be no longer than two (2) pages per individual. The organizational chart should be no longer than one (1) page.
4. Past experience must be attributable to the person named on the resume. Minimum experience permitted is as follows:
5. Years of Experience Required:

1) Project Manager, Lead Design Architect, Landscape Architect, Interior Designer (each) - 5 years, 5 years, 5 years and 3 years, respectively

2) Project Engineers (each) - 5 years

**PHASE I FACTOR 2 –Past Performance:** Offeror shall submit to (3) prior design/build clients, in the past 7 years, the VA Past Performance questionnaire and ask the client to forward directly to the Contracting Officer via e-mail Lori.Krohn@va.gov. Information will be evaluated based on the following elements with projects participated in by the Prime (Construction Contractor and Architect firm) being weighted more heavily than projects participated in by consultants, subcontractors and individuals.

The Government will evaluate an offeror's Past Performance at the factor level using descriptive adjectives that most accurately define the offeror's performance risk considering all potential evaluation criteria identified in this section. The government will evaluate present and past performance information through the use of the attached Past Performance Questionnaire form submitted directly to the Contracting Officer from the offeror’s clients. Relevance will be considered in the overall Past Performance rating. Ratings will consider the offeror's Past Performance considering recency, relevancy, sources, context, and trends. The Past Performance evaluation will include, but is not limited, to the following:

1. Design Build Period
2. Staffing Level/Project size
3. Problem Solving
4. Communication
5. Quality of service provided (workmanship)
6. Timeliness of performance
7. Cost Control
8. Specification/Technical compliance
9. Business practices
10. Customer satisfaction
11. Key personnel past performance
12. Safety
13. Federal Law Compliance

Each offeror shall provide a maximum of no more than three contract references from previous contract customers. Each contract reference shall be rated for recency, relevancy, and performance in accordance with FAR 15.305(a)(2). The government will not accept previously submitted Past Performance Questionnaires.

**RECENCY**: Recency shall be defined as successful performance under contracts similar in scope to the subject requirement completed within the last five (5) years through proposal due date.

**RELEVANCY:** The government will perform an independent determination of data relevancy, provided or obtained. The main assessment of relevancy shall focus on capability and magnitude. Capability assesses whether the work being performed in the reference is similar to the work in the requirement. Magnitude defines whether the amount of work in the reference is similar to the amount of work that is to be performed in the requirement.

The following definitions shall apply to relevancy considering all the elements listed above;

**VERY RELEVANT** - Past/present performance efforts in a medical health care facility setting involving the magnitude of effort and complexities which are essentially what this solicitation requires;

**RELEVANT** - Past/present performance efforts involved less magnitude of effort and/or complexities, including some of what this solicitation requires;

**NOT RELEVANT** - Past/present performance efforts involved none or significantly less magnitude of effort and complexities, of what this solicitation requires.

The Government will evaluate and rate an offeror's **Past Performance** using descriptive adjectives that most accurately define the offeror's performance.

The following definitions apply to performance for each contract reference submitted for Past Performance evaluation.

|  |  |
| --- | --- |
| Exceptional | Performance exceeded many contractual requirements to the government’s benefit. The contractual performance of the element or sub-element being assessed was accomplished with no more than a few minor problems for which corrective actions taken by the contractor were highly effective. |
| Good | Performance exceeded **some** contractual requirements to the government’s benefit. The contractual performance of the element or sub-element being assess was accomplished with no more than a few minor problems for which corrective actions taken by the contractor were effective. |
| Satisfactory | Performance met contractual requirements. The contractual performance of the element or sub-element being assess was accomplished with no more than a few minor problems for which corrective actions taken by the contractor were satisfactory. |
| Marginal | Performance did not meet some contractual requirements. The contractual performance of the element or sub-elements being assessed reflects a serious problem for which the contractor has not yet identified corrective actions or the contractor’s proposed actions appear only marginally effective or were not fully implemented. |
| Unsatisfactory | Performance did not meet most contractual requirements and recovery is not likely in a timely manner. The contractual performance of the element or sub-element contains a serious problem(s) for which the contractor’s corrective actions were ineffective. |
| Neutral/ Not Applicable or Unknown | No performance record identifiable within the area of evaluation. |

The government will ultimately evaluate each past performance reference for recency, relevancy, and performance to arrive at a past performance confidence rating as depicted below.

|  |  |
| --- | --- |
| Confidence Rating | Definition |
| High Confidence/Exceptional | Based on the offeror's performance record, essentially no doubt exists that the offeror will successfully perform the required effort |
| Significant Confidence/Good | Based on the offeror's performance record, little doubt exists that the offeror will successfully perform the required effort |

|  |  |
| --- | --- |
| Confidence/Satisfactory | Based on the offeror's performance record, some doubt exists that the offeror will successfully perform the required effort |
| Little Confidence/Marginal | Based on the offeror's performance record, substantial doubt exists that the offeror will successfully perform the required effort. Changes to the offeror's existing processes may be necessary in order to achieve contract requirements. |
| No Confidence/Unsatisfactory | Based on the offeror's performance record, extreme doubt exists that the offeror will successfully perform the required effort. |
| Unknown Confidence/Neutral | No performance record identifiable (FAR15.305(a)(2)(iii/iv)) |

The Past Performance proposal evaluation will consider such things as an offeror's business practices, customer relationship, and ability to successfully perform as proposed and other considerations considering recency, relevancy, and sources, context, and trends. Past Performance includes current on-going (present) performance. Sources is defined as the source of the past performance information. Context is defined as the situation in which the past performance occurred. Trends may be defined as how often something occurs either good or bad.

The Government may evaluate present and past performance information through the use of questionnaires completed by the offeror's references; use data independently obtained from other Government or commercial sources, including, but not limited to Government databases; rely upon personal business experience with the offeror; and use the information provided in the Offeror’s Past Performance Relevancy Questionnaires.

The evaluation will also consider information provided relative to corrective actions taken to resolve problems on past or existing contracts and trends in performance.

The evaluation may take into account Past Performance information regarding predecessor companies, key personnel who have relevant experience, and/or subcontractors that will perform major or critical aspects of the requirement when such information is relevant to this acquisition.

Past Performance information on contracts not listed by the offeror, or that of planned subcontractors, may also be evaluated. The Government may contact references and contact parties other than those identified by the offeror, and information received may be used in the evaluation of the offeror’s Past Performance. While the Government may elect to consider data obtained from other sources, the burden of providing current accurate and complete Past Performance information rests with the offeror. The Government reserves the rights to obtain and evaluate Past Performance information from any source it deems appropriate.

If such information is not applicable (i.e., the offeror does not have a predecessor company, key personnel or subcontractors with relevant experience), the offeror shall be evaluated as **"Neutral”**. However, the proposal of an offeror with no relevant Past Performance history, while rated **”Neutral”** in Past Performance, may not represent the most advantageous proposal to the Government and thus, may be an unsuccessful proposal when compared to the proposal of other offerors.

**SECTION 6 PART 2 – PHASE II PROPOSAL SUMMARY**

**IMPORTANT NOTICE**

**\*\*\*\*\*\*\*\*\*OFFERS SHALL NOT RESPOND TO THIS SECTION BELOW\*\*\*\*\*\*\*\*\***

**\*\*\*\*\*THIS SECTION IS PROVIDED FOR INFORMATION ONLY\*\*\*\*\***

**PHASE II RFP SUBMITTALS WILL BE REQUESTED FROM ONLY THE QUALIFIED OFFERORS (no more than five (5) (maximum) and no less than three (3) (minimum) highly qualified offerors) SELECTED AS A RESULT OF PHASE I EVALUATION.THE FOLLOWING FACTORS ARE GIVEN FOR INFORMATION ONLY. DO NOT RESPOND TO THESE PHASE II TECHNICAL FACTORS AS PART OF THE PHASE I PROPOSALSUBMITTAL REQUIREMENT.**

6.1 PHASE II BASIS FOR AWARD and EVALUATION PROCESS

Offers notified in Phase I shall submit Phase II proposals. Phase II evaluation will be based on the Offeror’s technical proposal and price proposal in accordance with the Best Value Continuum tradeoff process (FAR 15.101-1).The Government will award a single contract resulting from the Phase II evaluation to the responsible Offeror whose offer conforming to the solicitation will be most advantageous to the Government, total evaluated price and other non-cost factors considered.

Offerors are advised that the Government intends to evaluate proposals without discussions or any contact with Offerors concerning the responses received for Phase II. The Government reserves the right to contact Offerors and/or hold discussions if it is determined to be in the best interest of the Government.

6.2 OBLIGATION TO MEET ALL OF THE REQUIREMENTS OF THE RFP DOCUMENTS

If awarded the Design-Build Contract, the awardee will be obligated to meet all of the requirements of the RFP for the Contract Price and complete within the awarded Contract time(s). Offerors are on notice that VA’s review of offerors submittal, as well as its issuance of any Addendum, shall not be construed as relieving the awardee of this obligation. Offerors are on further notice that VA will review, comment and/or approve the awardee’s final design after the award of the Design-Build Contract.

6.3 PHASE II INSTRUCTIONS TO OFFERORS

**QUESTIONS**: All questions regarding this Phase II RFP shall be submitted in writing via email to Lori.Krohn@va.gov and must be received no later than 2:00 pm, Central Time on August 22, 2014, in order to allow government replies to reach all prospective offerors in a timely manner. No telephone calls will be accepted for questions.

**Failure to address any of the requirements herein may result in rejection of the offeror’s Phase II proposal.**

6.4 PROPOSAL SUBMITTAL REQUIREMENTS -PHASE II

**VOLUME:** All Volumes shall be submitted in a single three-ring binder with tabs separating the factors shown in the table below. The original plus three (3) copies and one (1) CD-ROMs of Volume I and Volume II shall be submitted.

A cover sheet must be submitted and labeled as **Volume I: Phase I Technical Proposal Submission and Volume II Price Proposal Submission VA249-14-R-0606, “Two Phase Design Build Domiciliary Residential Rehabilitation Treatment Program Center Project #626A4-CSI-102” Proposal**” and will include the **Project Location, Offeror Name, Address, Point of Contact, Phone Number, Fax Number, and E-mail Address for each volume.**

Phase II Volume I Technical Proposal shall be separate from Phase II Volume II Price Proposals and shall be labeled with tabs and number separating the factors shown below.

**Phase II Volume I Technical Proposal Required Submittals** – maximum of 25 pages

**Tab (A)** - Cover Sheet

**Tab (B) -** Factor 1 – Design Concept

(1) Conceptual Drawings and Design Concept

(2) Construction Specifications

**Tab (C)** Factor 2- Technical Approach

1. Project Delivery
2. Quality Assurance/Quality Control Plan
3. Narrative Plan for Phasing the work

**Tab (D)** Factor 3- Schedule

1. Cost Loaded Gantt Chart
2. Design Period
3. Construction Period
4. General project Delivery Schedule

**Phase II Volume II Price Proposal Required Submittals**

**Tab (E)** Factor 4- Price

1. Price Proposal Cover Sheet
2. Section B Itemized Pricing Schedule (to include a excel spreadsheet w/detailed breakout of each discipline and sub-discipline to include general conditions)
3. Signed and completed Standard Form 1442 Solicitation/Offer/Award Documents
4. Solicitation (completed sections 14,15, 19, 20a, 20b, 30a, 30b and 30c of the SF1442 form and return)
5. Any published amendments
6. Offeror Guarantee 20% of proposed price. Must be on Standard Form 24 and have an original signature.

6.5 PROPOSAL EVALUATION – PHASE II

**TECHNICAL EVALUATION FACTORS**

The relative weight of each technical evaluation criteria are listed in descending order of importance for purposes of evaluation. **All non-cost evaluation factors, when combined, are approximately equal to price.**

**PHASE II FACTOR 1 – Design Concepts**

1. Offerors shall provide conceptual drawings clearly demonstrating their design concepts including floor plans with overall dimensions, exterior elevations, site plan and key interior elevations. Provide a technical narrative for each discipline involved in the construction (i.e., Architecture. Civil/Site, Interior Design, Landscape Architecture, Electrical, Mechanical/plumbing, Structural, etc.). Each narrative shall be less than one (1) page at the specified font/formatting.
2. The offeror shall provide construction specifications that demonstrate a clear understanding of all Federal, State, Local and Veteran’s Administration requirements, codes and regulations regarding construction, as well as a comprehensive technical solution for construction.

**PHASE II FACTOR 2 Technical Approach -** The Offeror shall demonstrate the following, relevant to the subject procurement:

1) Project Delivery Philosophy - Include expectation statements concerning:

1. Quality Assurance/Quality Control Plan indicating key personnel, review teams, review cycle, reporting/documentation, and other elements insuring successful execution.
2. The Offeror shall describe in a written narrative the plan for phasing the work so that the facility remains operational while utilities and access roadways are realigned. The narrative will also detail how the contractor intends to prepare the site, disassemble, relocate, reassemble, and reactivate utility services to the facility within any specified time limits.

 **PHASE II FACTOR 3- Schedule:** The contractor must be able to perform the contract in accordance with the specifications and drawings, have experience with working on medical center projects and have the necessary resources to complete a job of this magnitude. The resulting contract performance period will be based on the offer awarded. Performance must be completed within the indicated calendar days as stated in the resulting contract. A schedule of progress shall be submitted with offerors proposal. Schedule must include the following:

1. The progress schedule shall be a cost loaded Gantt chart. The schedule will be scaled for time beginning with the Notice to Proceed (Estimated October 1, 2014) and concluding with beneficial occupancy contract completion. Schedule shall include the critical path, interdependencies and float. Activities should be broken down to be no longer than 30 days each. Show the milestones of the contract work. All schedule activities shall show an early start date and a late finish date. The detailed schedule shall indicate specific tasks with dates for each step of the process including:

a) Design Period: The design period sub periods (i.e. – schematic phase, design development phase, construction document phase, VA reviews, other meetings, internal quality assurance/quality control plan reviews, etc.).

b) Construction Period: Mobilization; Demobilization, Demolition, Excavation; Foundation, Structure Completion; Interior Framing, Utility Rough-in, Interior finishing, Exterior finishing and site development, submittals, inspections, (site, foundation, in-wall, above ceiling, final inspection, etc.), equipment/system start-up and test, test/adjust/balance (TAB) and TAB report.

 c) General Project Delivery Schedule and Narrative - Show relationships between construction document development/completion (including required meeting/review activities) and construction activities for (at a minimum, utility relocation, excavation, substructure, structure, exterior façade, interior finishes, building systems, and site development. The Offeror shall specify how much allowance has been made for bad weather in the schedule, the days of the week and the hours of construction operations during each phase of the work, and the percentage of contract completion that will be achieved at the end of each month of the contract.

 **FACTOR 4- PRICE**

Price analysis will normally be used to determine the total evaluated price compared to the IGCE and other proposed offers submitted in response to the solicitation. The Contracting Officer with the assistance of the Chairperson (if necessary) will review and evaluate each price proposal against the requirements of the solicitation; analyze any inconsistencies; verify that the proposed cost/pricesare realistic and reasonable utilizing services as necessary; (if applicable) verify that the prices for all cost elements (e.g., direct labor, other direct costs, indirect costs) are reasonable and realistic for the work to be performed; provide recommended questions, statements, or topics for discussion based on the results of the price evaluation; and provide briefings, consultations, and analysis results concerning the price analysis.

A fair and reasonable price determination will be made for each proposal. If the price appears to be inadequate or excessive for the product or services the CO will document in their evaluation and consider such fact if a determination is made to have discussions.

The purpose of Price evaluation is to provide an assessment of the reasonableness and realism of the proposed price in relation to the solicitation requirements.

Price proposals will be evaluated to determine if the prices and support costs are:

***Complete*** – The proposal contains costs to perform all tasks required by the Statement of Work (SOW)/Specifications.

***Reasonable*** – The price is determined fair and reasonable using cost or price analysis

The Government will conduct an evaluation of each offeror's seed project price proposal to determine whether or not each proposal complies with the stated criteria: "Reasonable" and “Unreasonable”.

Those proposals evaluated as not satisfying all of the price/cost criteria may be eliminated from consideration for award unless the Contracting Officer determines:

(1) A minor clerical error has occurred, then the offeror may be given an opportunity to correct the minor error within the constraints of the "clarifications" process or

(2) The Contracting Officer determines discussions are required.

**Reasonableness** of an offeror's proposal is evaluated through cost or price analysis techniques as described in FAR Subpart 15.305(a) (1) and (4). For price to be considered reasonable, it must represent a price that provides best value to the Government when consideration is given to prices in the market, (market conditions may be evidenced by other competitive proposals), technical and functional capabilities of the offeror. Proposals unrealistically high or low in price, when compared to the Government estimate, and market conditions evidenced by other competitive proposals received, may be indicative of an inherent lack of understanding of the solicitation requirements and may result in proposal rejection without discussion.

Any inconsistency, whether real or apparent, between proposed performance and price must be clearly explained in the price proposal. For example, if unique and innovative approaches or conditions are the basis for an unbalanced and or inconsistently priced proposal, the nature of these approaches and their impact on price must be completely documented. The burden of proof of Price realism rests solely with the offeror.

Offeror selected and invited to submit responses to the Phase II Request for Proposals (RFP) shall complete the above pricing provided in section B2 Pricing Schedule. Line item pricing shall be in whole numbers. Offerors are advised that the prices set forth below shall be considered full compensation to Offeror for all design and construction of this Project, to include: labor, material, equipment, permits, taxes, overhead, profit and any other expenses of any kind applicable to the work to be undertaken by Offeror associated with such work, including but not limited to any escalation, extended site overhead, acceleration of schedule, and/or shift of construction sequencing.

Cost Breakdown Summary shall be in whole numbers in the proposal price, in both numbers and words. Offerors are advised that the prices set forth above shall be considered full compensation to Offeror for all design and construction of this Project, to include: labor, material, equipment, permits, taxes, overhead, profit and any other expenses of any kind applicable to the work to be undertaken by Offeror associated with such work, including but not limited to any escalation, extended site overhead, acceleration of schedule, and/or shift of construction sequencing.

Offerors project cost information shall be completed assuming a Guaranteed Maximum Price and achieve the Substantial Completion Date as stated in RFP.

Cost limits: The government shall not pay more for any item payable as a Cost of the Work than the lesser rates stated in the final Guaranteed Maximum Price proposal accepted by the government.

Offeror shall submit a written Price Proposal Guaranty on the offeror company letter head and signed by the offeror authorized representative. If the Price Proposal Guaranty is not submitted with the Price Proposal, then the Offeror shall be considered unacceptable and will be disqualified from receiving and award.

## 2.1 OTHER ADMINISTRATIVE AND SPECIAL CONTRACT REQUIREMENTS

**1 CONTRACT ADMINISTRATION**

1.1 The office having administrative jurisdiction over the solicitation and subsequently contract award shall be:

Network Contracting Office 09 (NCO 09)

1639 Medical Center Parkway STE 400

Murfreesboro TN 37129

1.2 **Contracting Officer (CO):** Government official authorized to enter into, make changes to, or terminate contracts on behalf of the US Government. Contracting Officers are responsible for ensuring performance of all necessary requirements of the contract, to ensure compliance with the terms of the contract, and safeguard the interests of the US Government in its contractual relationships.

1.3 **Modifications:** Only the Contracting Officer Lori Krohn is authorized to execute modifications on behalf of the Government. Other Government personnel shall not execute contract modifications, act in such a manner as to cause the contractor to believe that they have the authority to bind the government or direct or encourage the contractor to perform work that should be the subject of a contract modification. In cases where the Contracting Officer receives a request for additional work, revisions to requirements, schedule changes, etc. the Contracting Officer will make the final determination as to the appropriateness of the request. If an individual other than the Contracting Officer attempts to make changes to the terms and conditions of the contract, the contractor is hereby directed not to proceed with the change and immediately notify the Contracting Officer.

1.4 No deviations shall be effected without a formally written modification executed by a warranted Contracting Officer, authorizing such changes, deviations, or waivers.

1.5 All correspondence and data submitted by contractors under this award must reference the resultant contract number, project title, and project number."

## 2.2 52.216-1 TYPE OF CONTRACT (APR 1984)

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

(End of Provision)

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

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

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

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

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

(End of Provision)

## 2.4 52.225-10 NOTICE OF BUY AMERICAN REQUIREMENT—CONSTRUCTION MATERIALS (MAY 2014)

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

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

 (c) Evaluation of offers.

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

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

 (d) Alternate offers.

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

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

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

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

 (ii) May be accepted if revised during negotiations.

(End of Provision)

## 2.5 52.233-2 SERVICE OF PROTEST (SEP 2006)

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

 Lori A. Krohn

 Contracting Officer

 Hand-Carried Address:

 Department of Veterans Affairs

 Network Contracting Office 9 (NCO 9)

 ATTN: Lori A. Krohn

 1639 Medical Center Pkwy, Suite 400

 Murfreesboro TN 37129

 Mailing Address:

 Department of Veterans Affairs

 Network Contracting Office 9 (NCO 9)

 ATTN: Lori A. Krohn

 1639 Medical Center Pkwy, Suite 400

 Murfreesboro TN 37129

 (b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

(End of Provision)

## 2.6 52.236-27 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—

 July 15, 2014 at 10:30 am Central Time

 (c) Participants will meet at—

 Alvin C. York VAMC, 3400 Lebanon Pike, BLDG 6, Murfreesboro

(End of Provision)

## 2.7 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

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

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

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

 http://www.wdol.gov/dba.aspx

(End of Provision)

## 2.8 VAAR 852.228-72 ASSISTING SERVICE-DISABLED VETERAN-OWNED AND VETERAN-OWNED SMALL BUSINESSES IN OBTAINING BONDS (DEC 2009)

 Prime contractors are encouraged to assist service-disabled veteran-owned and veteran-owned small business potential subcontractors in obtaining bonding, when required. Mentor firms are encouraged to assist protégé firms under VA's Mentor-Protégé Program in obtaining acceptable bid, payment, and performance bonds, when required, as a prime contractor under a solicitation or contract and in obtaining any required bonds under subcontracts.

(End of Clause)

## 2.9 VAAR 852.233-70 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)

## 2.10 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

## 2.11 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)

## 2.12 LIMITATIONS ON SUBCONTRACTING-- MONITORING AND COMPLIANCE (JUN 2011)

 This solicitation includes VAAR 852.219-10 VA Notice of Total Service- Disabled Veteran-Owned Small Business Set-Aside. Accordingly, any contract resulting from this solicitation will include this clause. The contractor is advised in performing contract administration functions, the CO may use the services of a support contractor(s) retained by VA to assist inassessing 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)

## 2.13 PARTNERING

 (a) In order to most effectively accomplish this contract, the Government proposes to form a cohesive partnership with the Contractor and its subcontractors. This partnership would strive to draw on the strengths of each organization in an effort to achieve a quality project, done right the first time, within the budget and on schedule.

 (b) This partnership will be totally voluntary. The focus of partnering is to build cooperative relationships with the private sector and avoid or minimize disputes and to nurture a more collaborative ethic characterized by trust, cooperation and teamwork. Partnering is defined as the creation of a relationship between the owner and contractor that promotes mutual and beneficial goals. It is a non-contractual, but formally structured agreement between the parties. The ultimate goal is the elimination of the "us" versus "them" thinking, and formation of a "we" mentality for the benefit of the project.

 (c) Any cost associated with effectuating this partnership will be agreed to by both parties and will be shared equally with no change in contract price.

# REPRESENTATIONS AND CERTIFICATIONS

## 3.1 52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (MAY 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 Certificate. This provision applies to solicitations containing the clause at 52.225-1.

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

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

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

 (C) If the acquisition value is $50,000 or more but is less than $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 Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment—Certification.

 [](iv) 52.222-52, Exemption from Application of the Service Contract Labor Standards 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)

## 3.2 52.209-5 CERTIFICATION REGARDING RESPONSIBILITY MATTERS (APR 2010)

 (a)(1) The Offeror certifies, to the best of its knowledge and belief, that—

 (i) The Offeror and/or any of its Principals—

 (A) Are [ ] are not [ ] presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

 (B) Have [ ] have not [ ], within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) contract or subcontract; violation of Federal or State antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property (if offeror checks "have," the offeror shall also see 52.209-7, if included in this solicitation);

 (C) Are [ ] are not [ ] presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision (a)(1)(i)(B) of this provision; and

 (D) Have [ ], have not [ ], within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds $3,000 for which the liability remains unsatisfied.

 (1) Federal taxes are considered delinquent if both of the following criteria apply:

 (i) *The tax liability is finally determined.* The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

 (ii) *The taxpayer is delinquent in making payment*. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

 (2) *Examples.*

 (i) The taxpayer has received a statutory notice of deficiency, under I.R.C. Sec. 6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

 (ii) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. Sec. 6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

 (iii) The taxpayer has entered into an installment agreement pursuant to I.R.C. Sec. 6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.

 (iv) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. 362 (the Bankruptcy Code).

 (ii) The Offeror has [ ] has not [ ], within a 3-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

 (2) Principal, for the purposes of this certification, 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).

 THIS CERTIFICATION CONCERNS A MATTER WITHIN THE JURISDICTION OF AN AGENCY OF THE UNITED STATES AND THE MAKING OF A FALSE, FICTITIOUS, OR FRAUDULENT CERTIFICATION MAY RENDER THE MAKER SUBJECT TO PROSECUTION UNDER SECTION 1001, TITLE 18, UNITED STATES CODE.

 (b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

 (c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

 (d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

 (e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

(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](https://www.acquisition.gov/) (see 52.204-7).

(End of Provision)

# GENERAL CONDITIONS

## 4.1 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)

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

 (a) The Contractor shall update the information in the Federal Awardee Performance and Integrity Information System (FAPIIS) 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 FAPIIS on or after April 15, 2011, except past performance reviews, will be publicly available. FAPIIS 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 FAPIIS 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 FAPIIS 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 FAPIIS.

 (2) The Contractor will also have an opportunity to post comments regarding information that has been posted by the Government. The comments will be retained as long as the associated information is retained, i.e., for a total period of 6 years. Contractor comments will remain a part of the record unless the Contractor revises them.

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

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

(End of Clause)

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

 The Contractor shall be required to (a) commence work under this contract within 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 507 days after receipt of award. The time stated for completion shall include final cleanup of the premises.

 The completion date is based on the assumption that the successful offeror will receive the notice to proceed by September 30, 2014. 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 52.211-12 LIQUIDATED DAMAGES—CONSTRUCTION (SEPT 2000)

 (a) If the Contractor fails to complete the work within the time specified in the contract, the Contractor shall pay liquidated damages to the Government in the amount of $198.52 for each calendar day of delay until the work is completed or accepted.

 (b) If the Government terminates the Contractor's right to proceed, liquidated damages will continue to accrue until the work is completed. These liquidated damages are in addition to excess costs of repurchase under the Termination clause.

(End of Clause)

## 4.5 52.211-13 TIME EXTENSIONS (SEPT 2000)

 Time extensions for contract changes will depend upon the extent, if any, by which the changes cause delay in the completion of the various elements of construction. The change order granting the time extension may provide that the contract completion date will be extended only for those specific elements related to the changed work and that the remaining contract completion dates for all other portions of the work will not be altered. The change order also may provide an equitable readjustment of liquidated damages under the new completion schedule.

(End of Clause)

## 4.6 52.211-18 VARIATION IN ESTIMATED QUANTITY (APR 1984)

 If the quantity of a unit-priced item in this contract is an estimated quantity and the actual quantity of the unit-priced item varies more than 15 percent above or below the estimated quantity, an equitable adjustment in the contract price shall be made upon demand of either party. The equitable adjustment shall be based upon any increase or decrease in costs due solely to the variation above 115 percent or below 85 percent of the estimated quantity. If the quantity variation is such as to cause an increase in the time necessary for completion, the Contractor may request, in writing, an extension of time, to be received by the Contracting Officer within 10 days from the beginning of the delay, or within such further period as may be granted by the Contracting Officer before the date of final settlement of the contract. Upon the receipt of a written request for an extension, the Contracting Officer shall ascertain the facts and make an adjustment for extending the completion date as, in the judgment of the Contracting Officer, is justified.

(End of Clause)

## 4.7 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 VA249-14-R-0606.

[Co*ntractor to sign and date and insert authorized signer's name and title*].

(End of Clause)

## 4.8 52.225-9 BUY AMERICAN—CONSTRUCTION MATERIALS (MAY 2014)

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

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

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

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

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

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

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

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

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

 "Cost of components" means—

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

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

 "Domestic construction material" means—

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

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

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

 (ii) The construction material is a COTS item.

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

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

 (b) Domestic preference.

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

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

 Lead Glass

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

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

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

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

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

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

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

 (B) Unit of measure;

 (C) Quantity;

 (D) Price;

 (E) Time of delivery or availability;

 (F) Location of the construction project;

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

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

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

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

 (iv) Any Contractor request for a determination submitted after contract award shall explain why the Contractor could not reasonably foresee the need for such determination and could not have requested the determination before contract award. If the Contractor does not submit a satisfactory explanation, the Contracting Officer need not make a determination.

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

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

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

FOREIGN AND DOMESTIC CONSTRUCTION MATERIALS PRICE COMPARISON

|  |  |  |  |
| --- | --- | --- | --- |
| **Construction Material Description** | **Unit of Measure** | **Quantity** | **Price (Dollars)\*** |
| Item 1: |
| Foreign Construction Material |  |  |  |
| Domestic Construction Material |  |  |  |
| Item 2: |
| Foreign Construction Material |  |  |  |
| Domestic Construction Material |  |  |  |

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

[Include other applicable supporting information.]

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

(End of Clause)

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

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

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

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

 http://www.wdol.gov/dba.aspx

(End of Clause)

|  |  |  |
| --- | --- | --- |
| **FAR Number** | **Title** | **Date** |
| 52.202-1 | DEFINITIONS | NOV 2013 |
| 52.203-3 | GRATUITIES | APR 1984 |
| 52.203-5 | COVENANT AGAINST CONTINGENT FEES | MAY 2014 |
| 52.203-6 | RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT | SEP 2006 |
| 52.203-7 | ANTI-KICKBACK PROCEDURES | MAY 2014 |
| 52.203-8 | CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY | MAY 2014 |
| 52.203-10 | PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY | MAY 2014 |
| 52.203-12 | LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS | OCT 2010 |
| 52.203-17 | CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS | APR 2014 |
| 52.204-4 | PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER | MAY 2011 |
| 52.204-7 | SYSTEM FOR AWARD MANAGEMENT | JUL 2013 |
| 52.204-9 | PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL | JAN 2011 |
| 52.204-10 | REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS | JUL 2013 |
| **FAR Number** | **Title** | **Date** |
| 52.204-13 | SYSTEM FOR AWARD MANAGEMENT MAINTENANCE | JUL 2013 |
| **FAR Number** | **Title** | **Date** |
| 52.209-6 | PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT | AUG 2013 |
| 52.215-1 | INSTRUCTIONS TO OFFERORS—COMPETITIVE ACQUISITION | JAN 2004 |
| 52.215-2 | AUDIT AND RECORDS—NEGOTIATION | OCT 2010 |
| 52.219-8 | UTILIZATION OF SMALL BUSINESS CONCERNS | MAY 2014 |
| 52.222-1 | NOTICE TO THE GOVERNMENT OF LABOR DISPUTES | FEB 1997 |
| 52.222-3 | CONVICT LABOR | JUN 2003 |
| 52.222-4 | CONTRACT WORK HOURS AND SAFETY STANDARDS—OVERTIME COMPENSATION | MAY 2014 |
| 52.222-6 | CONSTRUCTION WAGE RATE REQUIREMENTS | MAY 2014 |
| 52.222-7 | WITHHOLDING OF FUNDS | MAY 2014 |
| 52.222-8 | PAYROLLS AND BASIC RECORDS | MAY 2014 |
| 52.222-9 | APPRENTICES AND TRAINEES | JUL 2005 |
| 52.222-10 | COMPLIANCE WITH COPELAND ACT REQUIREMENTS | FEB 1988 |
| 52.222-11 | SUBCONTRACTS (LABOR STANDARDS) | MAY 2014 |
| 52.222-12 | CONTRACT TERMINATION—DEBARMENT | MAY 2014 |
| 52.222-13 | COMPLIANCE WITH CONSTRUCTION WAGE RATE REQUIREMENTS AND RELATED REGULATIONS | MAY 2014 |
| 52.222-14 | DISPUTES CONCERNING LABOR STANDARDS | FEB 1988 |
| 52.222-15 | CERTIFICATION OF ELIGIBILITY | MAY 2014 |
| 52.222-21 | PROHIBITION OF SEGREGATED FACILITIES | FEB 1999 |
| 52.222-23 | NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY FOR CONSTRUCTION | 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 |
| 52.222-40 | NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT | DEC 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 | MAY 2011 |
| 52.223-3 | HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA | JAN 1997 |
| 52.223-3 | HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA ALTERNATE I (JUL 1995) | JAN 1997 |
| 52.223-6 | DRUG-FREE WORKPLACE | MAY 2001 |
| 52.223-15 | ENERGY EFFICIENCY IN ENERGY-CONSUMING PRODUCTS | DEC 2007 |
| 52.223-17 | AFFIRMATIVE PROCUREMENT OF EPA-DESIGNATED ITEMS IN SERVICE AND CONSTRUCTION CONTRACTS | MAY 2008 |
| 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 |
| 52.228-1 | BID GUARANTEE | SEP 1996 |
| 52.228-2 | ADDITIONAL BOND SECURITY | OCT 1997 |
| 52.228-5 | INSURANCE—WORK ON A GOVERNMENT INSTALLATION | JAN 1997 |
| 52.228-11 | PLEDGES OF ASSETS | JAN 2012 |
| 52.228-12 | PROSPECTIVE SUBCONTRACTOR REQUESTS FOR BONDS | MAY 2014 |
| 52.228-14 | IRREVOCABLE LETTER OF CREDIT | MAY 2014 |
| 52.228-15 | PERFORMANCE AND PAYMENT BONDS—CONSTRUCTION | OCT 2010 |
| 52.229-3 | FEDERAL, STATE, AND LOCAL TAXES | FEB 2013 |
| 52.232-5 | PAYMENTS UNDER FIXED-PRICE CONSTRUCTION CONTRACTS | MAY 2014 |
| 52.232-17 | INTEREST | MAY 2014 |
| 52.232-18 | AVAILABILITY OF FUNDS | APR 1984 |
| 52.232-23 | ASSIGNMENT OF CLAIMS | MAY 2014 |
| 52.232-27 | PROMPT PAYMENT FOR CONSTRUCTION CONTRACTS | MAY 2014 |
| 52.232-33 |  PAYMENT BY ELECTRONIC FUNDS TRANSFER—SYSTEM FOR AWARD MANAGEMENT | JUL 2013 |
| **FAR Number** | **Title** | **Date** |
| 52.232-39 | UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS | JUN 2013 |
| 52.232-40 | PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS | DEC 2013 |
| 52.233-1 | DISPUTES ALTERNATE I (DEC 1991) | MAY 2014 |
| 52.233-3 | PROTEST AFTER AWARD | AUG 1996 |
| 52.233-4 | APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM | OCT 2004 |
| 52.236-1 | PERFORMANCE OF WORK BY THE CONTRACTOR | APR 1984 |
| 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 |
| **FAR Number** | **Title** | **Date** |
| 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 |
| 52.236-28 | PREPARATION OF PROPOSALS—CONSTRUCTION | OCT 1997 |
| 52.242-13 | BANKRUPTCY | JUL 1995 |
| 52.242-14 | SUSPENSION OF WORK | APR 1984 |
| 52.243-4 | CHANGES | JUN 2007 |
| **FAR Number** | **Title** | **Date** |
| 52.244-6 | SUBCONTRACTS FOR COMMERCIAL ITEMS | MAY 2014 |
| 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 |

## 4.10 VAAR 852.203-70 COMMERCIAL ADVERTISING (JAN 2008)

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

(End of Clause)

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

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

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

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

(End of Clause)

## 4.12 VAAR 852.211-74 LIQUIDATED DAMAGES (JAN 2008)

 If any unit of the work contracted for is accepted in advance of the whole, the rate of liquidated damages assessed will be in the ratio that the value of the unaccepted work bears to the total amount of the contract. If a separate price for unaccepted work has not been stated in the contractor's bid, determination of the value thereof will be made from schedules of costs furnished by the contractor and approved by the contracting officer, as specified elsewhere in the contract.

(End of Clause)

## 4.13 VAAR 852.219-10 VA NOTICE OF TOTAL SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS SET-ASIDE (DEC 2009)

 (a) Definition. For the Department of Veterans Affairs, "Service-disabled veteran-owned small business concern":

 (1) Means a small business concern:

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

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

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

 (iv) The business has been verified for ownership and control and is so listed in the Vendor Information Pages database, (<http://www.VetBiz.gov>).

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

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

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

 (c) Agreement. A service-disabled veteran-owned small business concern agrees that in the performance of the contract, in the case of a contract for:

 (1) Services (except construction), at least 50 percent of the cost of personnel for contract performance will be spent for employees of the concern or employees of other eligible service-disabled veteran-owned small business concerns;

 (2) Supplies (other than acquisition from a nonmanufacturer of the supplies), at least 50 percent of the cost of manufacturing, excluding the cost of materials, will be performed by the concern or other eligible service-disabled veteran-owned small business concerns;

 (3) General construction, at least 15 percent of the cost of the contract performance incurred for personnel will be spent on the concern's employees or the employees of other eligible service-disabled veteran-owned small business concerns; or

 (4) Construction by special trade contractors, at least 25 percent of the cost of the contract performance incurred for personnel will be spent on the concern's employees or the employees of other eligible service-disabled veteran-owned small business concerns.

 (d) A joint venture may be considered a service-disabled veteran owned small business concern if--

 (1) At least one member of the joint venture is a service-disabled veteran-owned small business concern, and makes the following representations: That it is a service-disabled veteran-owned small business concern, and that it is a small business concern under the North American Industry Classification Systems (NAICS) code assigned to the procurement;

 (2) Each other concern is small under the size standard corresponding to the NAICS code assigned to the procurement; and

 (3) The joint venture meets the requirements of paragraph 7 of the explanation of Affiliates in 19.101 of the Federal Acquisition Regulation.

 (4) The joint venture meets the requirements of 13 CFR 125.15(b).

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

(End of Clause)

## 4.14 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)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

 (1) Awards made to foreign vendors for work performed outside the United States;

 (2) Classified contracts or purchases when electronic submission and processing of payment requests could compromise the safeguarding of classified or privacy information;

 (3) Contracts awarded by contracting officers in the conduct of emergency operations, such as responses to national emergencies;

 (4) Solicitations or contracts in which the designated agency office is a VA entity other than the VA Financial Services Center in Austin, Texas; or

 (5) Solicitations or contracts in which the VA designated agency office does not have electronic invoicing capability as described above.

(End of Clause)

## 4.16 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)

## 4.17 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)

## 4.18 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)

## 4.19 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)

## 4.20 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)

## 4.21 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)

## 4.22 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)

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

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

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

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

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

(End of Clause)

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

 (a) Retainage:

 (1) The contracting officer may retain funds:

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

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

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

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

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

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

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

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

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

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

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

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

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

 (5) The cost schedule shall include separate cost information for the systems listed in the table in this paragraph (b)(5). The percentages listed below are proportions of the cost listed in the contractor's cost schedule and identify, for payment purposes, the value of the work to adjust, correct and test systems after the material has been installed. Payment of the listed percentages will be made only after the contractor has demonstrated that each of the systems is substantially complete and operates as required by the contract.

VALUE OF ADJUSTING, CORRECTING, AND TESTING SYSTEM

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

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

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

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

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

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

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

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

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

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

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

(End of Clause)

## 4.25 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)

## ADDITIONAL REQUIREMENTS FOR BAR CHART SCHEDULE

 A. Original Schedule: The following information shall be furnished as minimum for each activity on the initial bar chart schedule.

 - Activity Description

 - Estimated Duration

 - Responsibility (Trade) and Manpower (Crew size)

 - Planned Start and Completion Dates

 - Activity Cost

 - Float

 - Interdependencies

 B. Updated Schedules and Updating Procedures

 (1) The contractor shall submit, at intervals of 30 calendar days, an updated bar chart schedule of the actual construction progress. The bar chart schedule shall show the activities or portions of activities started and/or completed during the reporting period and their updated monetary percentage value(s) as a basis for the contractor's monthly progress report (payment request).

 (2) The contractor shall adjust the activity bars on the bar chart schedule to reflect the actual progress and the remaining activity durations. The updated bar chart schedule shall show at a minimum the following:

 - Actual start and completion dates for activities started and/or completed during the reporting period.

 - VA issued changes to the original contract requirements that change the contractor's original sequence of work.

 - Contractor changes in work sequence, durations, responsibility, manpower, and activity costs.

 C. All contract changes durations proposed by the contractor shall be reviewed and approved by the Contracting Officer prior to insertion into the updated bar chart schedule. The updated bar chart schedule shall include all contract changes issued during the reporting period.

 (End of Clause)

## 4.26 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)

## 4.27 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)

## 4.28 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)

## 4.29 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)

## 4.30 VAAR 852.236-89 BUY AMERICAN ACT (JAN 2008)

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

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

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

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

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

(End of Clause)

## 4.31 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)

## 4.32 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)

## 4.33 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)

## 4.34 IT CONTRACT SECURITY

 VA INFORMATION AND INFORMATION SYSTEM SECURITY/PRIVACY

 1. GENERAL

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

 2. ACCESS TO VA INFORMATION AND VA INFORMATION SYSTEMS

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

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

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

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

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

 3. VA INFORMATION CUSTODIAL LANGUAGE

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

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

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

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

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

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

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

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

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

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

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

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

 4. INFORMATION SYSTEM DESIGN AND DEVELOPMENT

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

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

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

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

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

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

 g. The contractor/subcontractor agrees to:

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

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

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

 (1) Include the Privacy Act notification contained in this contract in every solicitation and resulting subcontract and in every subcontract awarded without a solicitation, when the work statement in the proposed subcontract requires the redesign, development, or operation of a SOR on individuals that is subject to the Privacy Act; and

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

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

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

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

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

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

 j. The vendor shall notify VA within 24 hours of the discovery or disclosure of successful exploits of the vulnerability which can compromise the security of the Systems (including the confidentiality or integrity of its data and operations, or the availability of the system). Such issues shall be remediated as quickly as is practical, but in no event longer than 1 days.

 k. When the Security Fixes involve installing third party patches (such as Microsoft OS patches or Adobe Acrobat), the vendor will provide written notice to the VA that the patch has been validated as not affecting the Systems within 10 working days. When the vendor is responsible for operations or maintenance of the Systems, they shall apply the Security Fixes within 1 days.

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

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

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

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

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

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

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

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

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

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

 (1) Vendor must accept the system without the drive;

 (2) VA's initial medical device purchase includes a spare drive which must be installed in place of the original drive at time of turn-in; or

 (3) VA must reimburse the company for media at a reasonable open market replacement cost at time of purchase.

 (4) Due to the highly specialized and sometimes proprietary hardware and software associated with medical equipment/systems, if it is not possible for the VA to retain the hard drive, then;

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

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

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

 6. SECURITY INCIDENT INVESTIGATION

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

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

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

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

 7. LIQUIDATED DAMAGES FOR DATA BREACH

 a. Consistent with the requirements of 38 U.S.C. 5725, a contract may require access to sensitive personal information. If so, the contractor is liable to VA for liquidated damages in the event of a data breach or privacy incident involving any SPI the contractor/subcontractor processes or maintains under this contract.

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

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

 (1) Nature of the event (loss, theft, unauthorized access);

 (2) Description of the event, including:

 (a) date of occurrence;

 (b) data elements involved, including any PII, such as full name, social security number, date of birth, home address, account number, disability code;

 (3) Number of individuals affected or potentially affected;

 (4) Names of individuals or groups affected or potentially affected;

 (5) Ease of logical data access to the lost, stolen or improperly accessed data in light of the degree of protection for the data, e.g., unencrypted, plain text;

 (6) Amount of time the data has been out of VA control;

 (7) The likelihood that the sensitive personal information will or has been compromised (made accessible to and usable by unauthorized persons);

 (8) Known misuses of data containing sensitive personal information, if any;

 (9) Assessment of the potential harm to the affected individuals;

 (10) Data breach analysis as outlined in 6500.2 Handbook, Management of Security and Privacy Incidents, as appropriate; and

 (11) Whether credit protection services may assist record subjects in avoiding or mitigating the results of identity theft based on the sensitive personal information that may have been compromised.

 d. Based on the determinations of the independent risk analysis, the contractor shall be responsible for paying to the VA liquidated damages in the amount of per affected individual to cover the cost of providing credit protection services to affected individuals consisting of the following:

 (1) Notification;

 (2) One year of credit monitoring services consisting of automatic daily monitoring of at least 3 relevant credit bureau reports;

 (3) Data breach analysis;

 (4) Fraud resolution services, including writing dispute letters, initiating fraud alerts and credit freezes, to assist affected individuals to bring matters to resolution;

 (5) One year of identity theft insurance with $20,000.00 coverage at $0 deductible; and

 (6) Necessary legal expenses the subjects may incur to repair falsified or damaged credit records, histories, or financial affairs.

 8. SECURITY CONTROLS COMPLIANCE TESTING

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

 9. TRAINING

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

 (1) Sign and acknowledge (either manually or electronically) understanding of and responsibilities for compliance with the Contractor Rules of Behavior, Appendix E relating to access to VA information and information systems;

 (2) Successfully complete the VA Cyber Security Awareness and Rules of Behavior training and annually complete required security training;

 (3) Successfully complete the appropriate VA privacy training and annually complete required privacy training; and

 (4) Successfully complete any additional cyber security or privacy training, as required for VA personnel with equivalent information system access [to be defined by the VA program official and provided to the contracting officer for inclusion in the solicitation document - e.g., any role-based information security training required in accordance with NIST Special Publication 800-16, Information Technology Security Training Requirements.]

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

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

(End of Clause)

# DESIGN BUILD SPECIFICATIONS

## 4.35 SCHEDULE OF PAYMENTS FOR DESIGN SERVICES

 Final Payment: Upon completion of the final inspection and acceptance of the project by the Government, delivery to the Government of the final record drawings and specifications, design details, calculations, shop drawings and executed Release of Claims (attachment I),the Contractor shall be paid the unpaid balance due for all phases of design work under this contract. An amount equal to five (5) percent of the design services cost shown on the schedule of payments shall be retained until VA acceptance of the record drawings.

## 4.36 OWNERSHIP OF ORIGINAL DOCUMENTS

 All designs, drawings, specifications, notes, and other work developed in the performance of this contract shall be and remain the sole property of the Government and may be used on any other work without additional compensation to the Contractor. With respect thereto, the Contractor agrees not to asset any rights and to establish any claim under the design patent or copyright laws. The Contractor, for a period of 3 years after completion of the project, agrees to furnish and provide access to all retained materials on the request of the Contracting Officer. Unless otherwise provided in this contract, the Contractor shall have the right to retain copies of all such materials beyond such period.

## 4.37 RETENTION OF REVIEW DOCUMENTS

 The Contractor shall keep one copy of all review documents containing VA remarks until final completion of the construction contract and a release of claims is signed unless, before that time, the VA directs the Contractor to forward certain documents to the Government. The VA will notify the Contractor in writing after the release of claims is finalized after which time the Contractor may dispose of such documents that remain in its possession.

## 4.38 CONTRACT DRAWINGS AND SPECIFICATIONS GOVERNMENT FURNISHED PLANNING INFORMATION

 (a) Master Plan Requirements: The requirements of the master plan for the project as depicted by the preliminary drawings shall be followed in the development and preparation of the Contract Drawings and Specification. Deviations may be made in functional relationship and general size or configuration of the building and rooms as established by the preliminary plans only upon written approval of the Contracting Officer. The architectural preliminary drawings are dimensioned to establish the building size and gross area, including the exterior walls, or the medical facility.

 (b) Standards: The Contractor shall follow specifications included in the RFP (Request for Proposal) in preparing the Contract Drawings and Specifications for the project. However, should the Contractor determine that a deviation from such standards and specifications is necessary or beneficial to the Government, he shall submit a request in writing to the Contracting Officer for permission to make the deviation. The request shall include an explanation of the specific reasons for the desired change and benefits expected.

 (c) Verify Accuracy of Planning Information: The Contractor shall visit the project site of verify the information shown on the Government-Furnished preliminary drawings and other planning documents which are part of this contract. This information is the best available but the Government does not guarantee its accuracy or completeness.

 (d) Discrepancies in Planning Information: The Contractor shall promptly report to the Contracting Officer in writing any discrepancy between this contract and the planning information provided by the Government. The Contractor shall make no adjustments to his work due to the discrepancy before the Contracting Officer has reviewed the matter and forwarded this determination to the Contractor. The Contractor’s failure to report any such discrepancy or to wait for the Contracting Officer’s determination shall be at his risk and expense.

## 4.39 COORDINATION WITH MEDICAL CENTER

 Before starting any work on the Veterans Administration Medical Center, the Contractor shall consult with the Resident Engineer and secure his permission to start the work. The Contractor shall perform the work within the parameters established by the Resident Engineer Contractor shall not interfere with the normal functioning of the Medical Center.

## 4.40 RESPONSIBILITY OF THE DESIGN-BUILD CONTRACTOR

 (a) The Contractor shall be responsible for the professional quality, technical accuracy, and the coordination of all designs, drawings, specifications, and other services furnished by the Contractor under this contract. The Contractor shall, without additional compensation, correct or revise any errors or deficiencies in its designs, drawings, specifications, and other services.

 (b) Neither the Government’s review, approval or acceptance of, nor payment for, the services required under this contract shall be construed to operate as a waiver of any rights under this contract or of any cause of action arising our of the performance of this contract, and the Contractor shall be and remain liable to the Government in accordance with applicable law for all damages to the Government caused by the Contractor’s negligent performance of any of the services furnished under this contract.

 (c) The right and remedies of the Government provided for under this contract are in addition to any other rights and remedies provided by law.

 (d) If the Contractor is comprised of more than one legal entity, each such entity shall be jointly and severally liable hereunder.

General Decision Number: TN140101 02/07/2014 TN101

Superseded General Decision Number: TN20130101

State: Tennessee

Construction Type: Building

County: Rutherford County in Tennessee.

BUILDING CONSTRUCTION PROJECTS (does not include single family

homes or apartments up to and including 4 stories).

Modification Number Publication Date

 0 01/03/2014

 1 02/07/2014

 BOIL0455-001 01/01/2013

 Rates Fringes

 Boilermaker....................$ 24.91 20.03

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 CARP0223-002 05/01/2012

 Rates Fringes

CARPENTER (Cabinet

Installation and Scaffold

Builder Only)....................$ 22.00 9.21

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 CARP1544-004 06/01/2011

 Rates Fringes

MILLWRIGHT.......................$ 21.05 7.66

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\* ENGI0369-007 05/01/2013

 Rates Fringes

OPERATOR: Forklift..............$ 24.47 10.85

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 IRON0492-008 05/01/2013

 Rates Fringes

IRONWORKER, STRUCTURAL AND

REINFORCING......................$ 23.84 10.96

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 PLUM0572-012 06/01/2013

 Rates Fringes

PIPEFITTER, Includes HVAC

Pipe Installation................$ 33.85 14.72

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 SHEE0177-001 05/01/2013

 Rates Fringes

SHEET METAL WORKER, Includes

HVAC Duct and Metal Roof

Installation.....................$ 24.50 11.85

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 SUTN2009-099 09/21/2009

 Rates Fringes

BRICKLAYER.......................$ 18.00 1.24

CARPENTER, Includes Drywall

Hanging, and Form Work

(Excludes Cabinet

Installation, and Scaffold

Building)........................$ 16.71 3.20

CEMENT MASON/CONCRETE FINISHER...$ 16.68 2.75

ELECTRICIAN, Includes

Installation of Alarms...........$ 17.47 0.97

LABORER: Asphalt Raker..........$ 12.85 0.00

LABORER: Common or General......$ 10.28 0.00

LABORER: Landscape..............$ 9.60 0.80

LABORER: Mason Tender - Brick...$ 11.73 0.00

LABORER: Roof Tearoff...........$ 9.75 0.49

OPERATOR:

Backhoe/Excavator/Trackhoe.......$ 16.83 0.00

OPERATOR: Bobcat/Skid

Steer/Skid Loader................$ 17.68 0.00

OPERATOR: Bulldozer.............$ 13.76 0.00

OPERATOR: Crane.................$ 18.80 3.28

OPERATOR: Mechanic..............$ 18.66 3.39

OPERATOR: Paver (Asphalt,

Aggregate, and Concrete).........$ 14.25 0.00

OPERATOR: Roller................$ 12.83 0.00

PAINTER: Brush, Roller and

Spray............................$ 13.10 0.00

PLUMBER, Excludes HVAC Pipe

Installation.....................$ 20.03 9.00

ROOFER: Built up Roof...........$ 12.74 0.00

ROOFER: Rubber Roof.............$ 16.82 4.77

ROOFER: Single Ply Roof.........$ 16.50 0.32

TILE FINISHER....................$ 10.00 0.74

TRUCK DRIVER: Dump Truck........$ 12.16 0.00

TRUCK DRIVER: Material Truck....$ 12.16 1.66

TRUCK DRIVER: Pickup Truck......$ 11.70 3.92

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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)).

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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.

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 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

# ATTACHMENTS

See attached document: 100000 General Requirements (GR) Specifications.

See attached document: DOM RRTP - Campus Site Plan.

See attached document: DOM RRTP - Plan Depicting Required Adjacencies.

See attached document: TVHS Energy Requirements and Design Guide, Dec 2013.

See attached document: Space and Equipment Planning System (SEPS) - 14 Bed 06052014.

See attached document: Space and Equipment Planning System (SEPS) - 16 Beds 06052014.

See attached document: PAST PERFORMANCE QUESTIONNAIRE.

|  |  |
| --- | --- |
|  UNITED STATES DEPARTMENT OF VETERANS AFFAIRS  **RELEASE OF CLAIMS** | Contract Number |
| Date |

WHEREAS, by the terms of the above contract for Contract Title, Dept of Veterans Affairs, NCO 9, Tennessee Valley Health Care System, Murfreesboro, Tennessee, entered into by the United States of America, hereinafter also referred to as the United States, and the contractor, Contractor Name Address and Zip**,** that after completion of all work, and prior to final payment, the contractor will furnish the United States with a release of all claims;

NOW, THEREFORE, in consideration of the above premises and the payment by the United States to the contractor of the amount now due under the contract, to wit, the sum of Amount spelled out and in $ form, the contractor hereby remises, releases, and forever discharges the United States, its officers, agents, and employees, of and from all manner of debts, dues, liabilities, obligations, accounts, claims, and demands whatsoever, in law and in equity, under or by virtue of the said contract, except:

IN WITNESS WHEREOF, the contractor has executed this release this day of , 2014

|  |  |
| --- | --- |
|   (Contractor) | By  (Signature) |
|  Corporation  Partnership  |  Joint Venture Individual |   (Name) |
|   (Street Number or R.F.D.) |   (Title) |
|   (City)(State) (Zip Code) |  |
| **COMPLETE ONLY IF CONTRACTOR IS A CORPORATION**I, , CERTIFY that I am the \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ of the corporation named as contractor herein; that, who signed this release on behalf of the corporation, was there of said corporation; and that said release was duly signed for and on behalf of said corporation by authority of its governing body. |
|  [SEAL] |   (Signature) |