

SOLICITATION, OFFER, AND AWARD (Construction, Alteration, or Repair)	1. SOLICITATION NO. VA786-15-R-0031	2. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)	3. DATE ISSUED 11-25-2014	PAGE OF PAGES 1 125
	IMPORTANT - The "offer" section on the reverse must be fully completed by offeror.			
4. CONTRACT NO. VA786-15-C-0__	5. REQUISITION/PURCHASE REQUEST NO.		6. PROJECT NO. 802-NRM15-03	
7. ISSUED BY Department of Veterans Affairs NCA Contracting Service 75 Barrett Heights Rd. Suite 309 Stafford VA 22556		43C1	8. ADDRESS OFFER TO Department of Veterans Affairs NCA Contracting Service 75 Barrett Heights Rd. Suite 309 Stafford VA 22556	
9. FOR INFORMATION CALL:	A. NAME Katherine Iacovelli	B. TELEPHONE NO. (Include area code) (NO COLLECT CALLS) 540-658-7231		

SOLICITATION

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

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

Replace the existing HVAC System and install a closed loop geothermal system for both heating and cooling of the existing Administration/Maintenance Building located at the Baltimore National Cemetery, 5501 Frederick Avenue Baltimore, MD 21228

This acquisition is set aside using a Cascading Set-Aside Procedure. See further information in Section ?

NAICS CODE: 238220 Size Standard: \$14.0M
Magnitude of Construction: Between \$100,000 and \$250,000

Contractor shall begin performance within 7 calendar days of Notice to Proceed.
Contractor shall complete work within 120 calendar days after date in the Notice to Proceed.

No Bid Bond required. No Performance and Payment Bonds are required except as Contractor chooses in FAR 52.228-13

Pre-bid Site Visit: 12/1/2014 @ 10:00 local time. There will be no other site visits.

COR: Mike Lecza

Send proposals through vendor portal at <https://www.vendorportal.ecms.va.gov>

Proposals Due: 12/12/2014 @ Noon EST
Questions shall be emailed to: katherine.iacovelli@va.gov by December 8, 2014 at noon local time
PLEASE FILL IN THESE BLANKS:
Office tel: _____

Cell # _____

DUNS # _____

Email: _____

Invoice # VA802J550 _____

Proposals are to be send in the manner instructed in Section E or risk them being considered non-responsive.

11. The Contractor shall begin performance within 7 calendar days and complete it within 120 calendar days after receiving
☐ award, ☒ notice to proceed. This performance period is ☒ mandatory, ☐ negotiable. (See 52.211-10.)

12A. THE CONTRACTOR MUST FURNISH ANY REQUIRED PERFORMANCE AND PAYMENT BONDS? (If "YES," indicate within how many calendar days after award in Item 12B.)

☐ YES ☒ NO

12B. CALENDAR DAYS

13. ADDITIONAL SOLICITATION REQUIREMENTS:

- A. Sealed offers in original and _____ copies to perform the work required are due at the place specified in Item 8 by noon EST (hour) local time 12-12-2014 (date). If this is a sealed bid solicitation, offers must be publicly opened at that time. Sealed envelopes containing offers shall be marked to show the offeror's name and address, the solicitation number, the date and time offers are due
- B. An offer guarantee ☐ is, ☒ is not required.
- C. All offers are subject to the (1) work requirements, and (2) other provisions and clauses incorporated in the solicitation in full text or by reference
- D. Offers providing less than 45 calendar days for Government acceptance after the date offers are due will not be considered and will be rejected.

OFFER(Must be fully completed by offeror)

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

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

AMOUNTS

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

19. ACKNOWLEDGMENT OF AMENDMENTS

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

AMENDMENT NO.										
DATE										

20A. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)	20B. SIGNATURE	20C. OFFER DATE
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AWARD (To be completed by Government)

21. ITEMS ACCEPTED:

22. AMOUNT	23. ACCOUNTING AND APPROPRIATION DATA
24. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)	ITEM
25. OTHER THAN FULL AND OPEN COMPETITION PURSUANT TO <input type="checkbox"/> 10 U.S.C. 2304(c)() <input type="checkbox"/> 41 U.S.C. 253(c)() <input type="checkbox"/>	
26. ADMINISTERED BY Department of Veterans Affairs NCA Contracting Service 75 Barrett Heights Rd. Suite 309 Stafford VA 22556	27. PAYMENT WILL BE MADE BY Department of Veterans Affairs Financial Services Austin TX PHONE: FAX:

CONTRACTING OFFICER WILL COMPLETE ITEM 28 OR 29 AS APPLICABLE

<input type="checkbox"/> 28. NEGOTIATED AGREEMENT (Contractor is required to sign this document and return _____ copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all work, requisitions identified on this form and any continuation sheets for the consideration stated in this contract. The rights and obligations of the parties to this contract shall be governed by (a) this contract award, (b) the solicitation, and (c) the clauses, representations, certifications, and specifications incorporated by reference in or attached to this contract.	<input type="checkbox"/> 29. AWARD (Contractor is not required to sign this document.) Your offer on this solicitation, is hereby accepted as to the items listed. This award consummates the contract, which consists of (a) the Government solicitation and your offer, and (b) this contract award. No further contractual document is necessary.
30A. NAME AND TITLE OF CONTRACTOR OR PERSON AUTHORIZED TO SIGN (Type or print)	31A. NAME OF CONTRACTING OFFICER (Type or print) Katherine Iacovelli
30B. SIGNATURE	30C. DATE
	31B. UNITED STATES OF AMERICA BY

B.2 PRICE SCHEDULE

CLIN #	Description	Qty	Unit	Total Price
0001	Create a feasibility study, design and construction plan to replace the existing HVAC System with a geothermal system.	1	JOB	\$ _____
0002	Equipment, Parts and Materials for closed loop geothermal system.	1	JOB	\$ _____
0003	Demolition and removal/disposal of existing system/structures.	1	JOB	\$ _____
0004	Installation of a closed loop geothermal system for both heating and cooling of the existing Administration/Maintenance Building.	1	JOB	\$ _____
0005	Bond Cost	1	EA	\$ _____
Total Project Cost				\$ _____

Duration: Term of the contract shall be 120 days from date of award. The Contractor shall complete all work within 120 calendar days after receipt of Notice of Award, subject to all terms, conditions, provisions and schedules of the contract.

(END OF PRICE SCHEDULE)

B.3 INTRODUCTION BALTIMORE NATIONAL CEMETERY

HVAC System to Geothermal Conversion

M&R Project Control #: 802-NRM15-003

Contractor shall provide all labor, equipment, material and supervision necessary to perform a site visit, feasibility study, design, and subsequent construction work to replace the existing combined HVAC System, and install a closed loop geothermal system for both heating and cooling of the existing Administration/Maintenance Building located at the Baltimore National Cemetery, 5501 Frederick Ave, Baltimore, MD 21228.

Site Visit: Bidders are urged and expected to inspect the site where work is to be performed and to satisfy themselves regarding all general and local conditions that may affect the cost of contract performance. In no event shall failure to inspect the site constitute grounds for a claim after award.

There is only one site visit. It is on December 1, 2014 at 10:00. Meet the COR at the Administration Building. Please sign in.

Cemetery POC(s):

Kimberly Brockman Cemetery Director..... (410) 644-9696
Matthew Ellis, Operations and Maintenance Foreman..... (410)-644-9696
COR Michael Lecza.....(410)-644-9696

Technical Information:

Robert Strange, MSN I Engineer..... (215) 381-3787 (ext. 4650)

Duration: Term of the contract shall be 180 days from date of award. The Contractor shall complete all work within 180 calendar days after receipt of Notice of Award, subject to all terms, conditions, provisions and schedules of the contract.

(END OF PRICE SCHEDULE)

B.4 STATEMENT OF WORK

1.0 BACKGROUND

Baltimore National Cemetery currently has a combined Administration/Maintenance Building that receives Heating and Air Conditioning from an existing HVAC system comprised of an existing furnace, duct system, oil tank, pumps and compressors. All components, with the exception of the air conditioning condenser units are located within the mechanical room of the building. The air conditioning condenser is located on an adjacent outside wall.

Currently the existing HVAC system does not provide consistent reliable heating and air conditioning to the building due to the age of the equipment.

2.0 APPLICABLE DOCUMENTS

VA has adopted the latest edition of the following codes and standards as a minimum for all projects performed in the modernization, alteration, addition, or improvement of its real property and the construction of new structures. VA design Manuals and Master Specifications specify other codes and standards that VA follows on its projects:

- VA Directives, Design Manuals, Master Specifications, VA National CAD Standard Application Guide, and other Guidance on the Technical Information Library (TIL) (<http://www.cfm.va.gov/til/>).
- International Building Code (IBC) (Only when specifically referenced in VA Design Documents, see notes below)
- NFPA 101 Life Safety Code (see notes below)
- NFPA National Fire Codes with the exception of NFPA 5000 and NFPA 900
- Occupational, Safety and Health Administration (OSHA) Standards.
- VA Seismic Design Requirements, H-18-8
- National Electrical Code (NEC)
- International Plumbing Code (IPC)
- Safety Code for Elevators and Escalators, American Society of Mechanical Engineers (ASME) A 17.1.
- ASME Boiler and Pressure Vessel Code
- ASME Code for Pressure Piping
- Architectural Barriers Act Accessibility Standards (ABAAS) including VA supplement, Barrier Free Design Guide (PG-18-13)
- Building Code Requirements for Reinforced Concrete, American Concrete Institute and Commentary (ACI 318)

- Manual of Steel Construction, Load and Resistance Factor Design Specifications for Structural Steel Buildings, American Institute of Steel Construction (AISC)
- Energy policy Act of 2005 (EPAct)
- DOE Interim Final Rule: Energy Conservation Standards for New Federal, Commercial and Multi-Family High-Rise Residential Buildings and New Low-Rise Residential Buildings, 10 CFR Parts 433, 434 and 435.
- Federal Leadership in High Performance and Sustainable Buildings: Memorandum of Understanding (MOU)
- Executive Order 13423: Strengthening Federal Environmental, Energy, and Transportation Management.
- The Provisions for Construction and Safety Signs. Stated in the General Requirements Section 01010 of the VA Master Construction Specification.
- Ventilation for Acceptable Indoor Air Quality – ASHRAE Standard 62.1- 2004.
- Safety Standard for Refrigeration Systems – ASHRAE Standard 15 – 2007.

Local Codes: As an agency of the federal government, VA is not subject to local imposition of code enforcement procedures (drawing reviews, building permits, inspections, fees, etc.). VA must function as the Authority Having Jurisdiction (AHJ) and thus has the responsibility to guard public health and safety through enforcing its adopted codes. However, local authorities should be notified about planned projects and given opportunity to review drawings provided that VA does not pay for review or inspection fees.

NOTES:

1. NFPA 101 primarily addresses life safety and fire protection features while the IBC addresses a wide range of considerations, including, but not limited to, structural strength, seismic stability, sanitation, adequate light and ventilation, and energy conservation. VA buildings must meet the requirements of NFPA 101 and documents referenced by NFPA 101 in order to comply with the accreditation requirements of The Joint Commission. Therefore, designs shall comply with the requirements of the latest edition of NFPA 101 and documents referenced therein. Design features not addressed by NFPA 101 or documents referenced therein shall comply with the requirements of the latest edition of the IBC or as otherwise addressed above in this Program Guide. For design features that are addressed by both the IBC as well as NFPA 101 or a document referenced by NFPA 101, the requirements of NFPA 101 or the document referenced by NFPA 101 shall be used exclusively (this applies even if the IBC requirements are different).
2. Conflicts between Nationally Recognized Codes and Standards and VA Requirements – Should a conflict exist between VA requirements and VA adopted nationally recognized codes and standards, the conflict shall be brought to the attention of VA. The resolution of the conflict shall be made by the authority having jurisdiction for VA to ensure a consistency system wide.

3.0 SCOPE OF WORK

Contractor shall provide all labor, equipment, material and supervision necessary to perform a site visit, feasibility study, design, and subsequent construction work to replace the existing combined HVAC System, and install a closed loop geothermal system for both heating and cooling of the existing

Administration / Maintenance Building located at the Baltimore National Cemetery, 5501 Frederick Ave, Baltimore, MD 21228.

Work includes but is not limited to the following:

HVAC to Geothermal Conversion

- 1) Provide deliverables to include Feasibility Study and Cost Estimate for performance of the contract work. **CLIN 0001**
- 2) Provide design narrative, design drawings, and specifications for equipment necessary to implement the HVAC to the geothermal solution. Include Heat Load (JLOAD) Calculations, Calculation of Estimated Cost Savings. **CLIN 0001**
- 3) Obtain Permits as necessary, to include submittals and coordination with State Historic Preservation Office. **CLIN 0001**
- 4) Demolish and dispose of off-site the existing, obsolete HVAC system infrastructure. **CLIN 0003**
- 5) Repair remaining, existing HVAC system and any mechanical, electrical or architectural infrastructure damaged by demolition to like new condition. **CLIN 0003**
- 6) Perform any necessary mechanical, electrical or architectural infrastructure improvements necessary to implement the HVAC to geothermal conversion. **CLIN 0004**
 - a. Installation of new duct work, as required
 - b. Installation of new water furnace geothermal heating/cooling system
 - c. Perform all connections of closed loop system to water furnace unit
 - d. Electrical Panel improvements/expansion, as required
 - e. Installation shall include all necessary accessories and operational controls
- 7) Perform Well Field Layout and Excavation. Restore surface to existing ground conditions prior to excavation. **CLIN 0004**
- 8) Install closed loop system. **CLIN 0004**
- 9) Conduct excavation for, and install necessary distribution system. **CLIN 0004**
- 10) Provide written warranty Information and Recommended Geothermal System Annual Maintenance Program. **CLIN 0001**
- 11) Provide a Separate Cost Proposal for Annual Maintenance. **CLIN 0001**

4.0 PERFORMANCE DETAILS

4.1 The Contractor shall complete all work within 180 calendar days after receipt of Notice to Proceed, subject to all terms, conditions, provisions and schedules of the contract.

4.2 The Contractor's place of performance is at Government facilities.

4.3 Travel

4.3.1 The Government anticipates Contractor travel under this effort to perform the tasks associated with the SOW, as well as to attend program-related meetings, conferences and draft request for progress payment meetings with the COR, throughout the period of performance. The Contractor shall include all estimated travel costs within the firm fixed price line items. These costs will not be directly reimbursed by the Government.

4.4 WORK HOURS AT GOVERNMENT FACILITIES

4.4.1 Work may be performed between the hours of 8:00 a.m. and 4:30 p.m., Monday through Friday. At the Contractor's request; with prior coordination with the cemetery director and with the written permission of the COR; work will also be permitted to be scheduled for weekends and/or Holidays, only in the following situations: In emergency situations caused by the Contractor, or when severe adverse weather prohibits work during the week, the Contractor shall arrange to work on weekends and/or holidays in order to meet the contract performance period. The Government will not compensate the

Contractor for any alternate work schedules needed to complete all contract work within the contract performance period. No work will be permitted during Memorial Day or Veteran's Day weekend activities or during any other Federal Holidays. No work will be performed at the immediate site of a scheduled interment or ceremony. Notwithstanding, if any work under this contract is required outside of the VA's normal working hours (8:00 a.m. to 4:30 p.m. Monday through Friday excluding holidays), the Contractor shall coordinate with the cemetery director and COR and request a deviation in writing to the COR at least 72 hours in advance.

4.4.2 If work is authorized to be performed after hours or on weekends/holidays, and an emergency occurs, the Contractor shall contact the Police in the absence of the COR or Acting Director. The Police office will then contact Cemetery management or take appropriate action.

4.5 Daily Work at Government Facilities

4.5.1 When working on a Government site, the Contractor shall coordinate with the COR on a daily basis, before start of work, the daily work schedule to ensure that no work is being performed at the immediate site of a scheduled interment or ceremony.

4.5.2 The Contractor shall execute daily work in such a manner as to interfere as little as possible with work being done by others. Keep roads clear of materials, debris, equipment and vehicles at all times. Materials and equipment shall not be stored in other than assigned areas. At the end of each day the Contractor shall maintain all Contractor and Government property impacted by the Contractor's performance of work in a high standard of quality and cleanliness required for a national shrine.

4.6 CONTRACTOR PERSONNEL

4.6.1 Contractor personnel are subject to the cemetery rules of conduct. In addition to items listed in paragraph 6.14, the Contractor is responsible for ensuring that no contract work causes any committal service, ceremony, procession or visitation to be delayed, altered, or otherwise impacted in such a way that the dignity, security, or safety of the event or visit is compromised.

4.6.2 The Contractor shall ensure Contractor employees providing work on this contract are fully trained and competent to perform the required work.

5.0 SPECIFIC REQUIREMENTS AND DELIVERABLES

5.1 Contractor Written Products: Submit Feasibility Study, Cost Estimate, design narrative, design drawings, and specifications for performance of the work. Additionally, the Contractor shall submit a Work Plan to the COR prior to the start of work. The Work Plan shall lay out the Contractor's approach, timeline and tools to be used in the execution of the contract; including equipment list, temporary facilities, utility connections, staging area, traffic controls, imported material description and borrow source, etc. The Contractor shall update and maintain the Work Plan throughout the period of performance and submit any changes to the COR.

5.2 Orientation for Contractor Key Employees: Contractor shall attend a pre-construction orientation meeting, prior to the start of work, as arranged by the COR.

5.4 Site Reporting Requirements: The Contractor shall report on a daily basis to the COR via the cemetery at start of work, when work is in progress at the cemetery. Contractor shall log in and obtain funeral and/or special schedules from the COR as defined herein. This check-in is mandatory. The Contractor shall review two week look ahead schedule and coordinate any deviations with the COR on a daily basis. **Vehicle authorization request shall be required for any vehicle entering the site and such request shall be submitted 24 hours before the date and time of access. Access shall be restricted to picking up and dropping off materials and supplies.**

5.4 MANDATORY POINTS OF CONTACT

5.4.1 Points of Contact for Department of Veterans Affairs National Cemetery Administration, Annapolis National Cemetery, 800 West Street, Annapolis, MD 21401:

Kimberly Brockman, Cemetery Director
Tel: (410) 644-9696, Email: Kimberly.Brockman@va.gov

Matthew Ellis, Cemetery Foreman
Tel: (410) 644-9696, Email: Matthew.Ellis2@va.gov

Robert P. Strange, PE, MBA, Supervisory Engineer (Technical POC)
NCA Memorial Services Network - Region I
5000 Wissahickon Avenue
Philadelphia, PA 19144-4867
Tel: (215)381-3787(ext.4054), Email:Robert.Strange@va.gov

5.4.2 Points of Contact (for Contractor – please indicate):

_____ Tele # : () _____ - _____
(Name & Title)
Fax # : () _____ - _____
E-Mail: _____

_____ Tele # : () _____ - _____
(Name & Title – Alternate POC)
E-Mail: _____

Note: If work is authorized to be performed after hours or on weekends / holidays, and an emergency occurs, the Contractor shall contact the Police in the absence of the COR or Acting Director. The Police office will then contact Cemetery management or take appropriate action.

5.5 Prior to commencing work, general contractor shall provide proof that an OSHA certified “competent person” (CP) (29 CFR 1926.20(b)(2)) will maintain a presence at the work site whenever the general or subcontractors are present.

5.6 Performance Metrics: The Government will develop and utilize a Quality Assurance Surveillance Plan (QASP) throughout the life of the contract and assure that the Contractor is following his quality control plan and performing the services required by this SOW in an acceptable manner. The Government reserves the right to alter or change the surveillance methods in the Government QASP at its own discretion.

5.7 Schedule: The Contractor shall furnish the COR with a schedule of approximate dates on which the Contractor intends to accomplish work in each specific area of the scope of work. In addition, the Contractor shall notify the COR two weeks in advance of the proposed date of starting work.

5.8 Submittals, Samples and Shop Drawings: Unless otherwise noted, submittals shall be made 14 days before commencing the work described in this Statement of Work. All finishes shall be submitted directly to the Cemetery Director for Approval. All other submittals shall be submitted directly to the COR or as indicated by the COR. Actual samples shall be provided as indicated. Photos or reproductions of the samples for review will not be accepted unless otherwise noted. Shop drawings shall be provided as indicated.

5.9 Survey: Before any work is started, the Contractor shall make a thorough survey with the COR of areas of buildings in which alterations will occur and areas which are anticipated routes of access, and furnish a report. This report shall list existing condition and types of resilient flooring, doors, windows, walls and other surfaces not required to be altered throughout the affected areas of building.

5.10 DEMOLITION AND SITE CLEARING

5.10.1 General Description: This section describes specific requirements for site preparation work, demolition and removal of buildings, portions of buildings, utilities, fencing, foundations, other structures and debris as indicated in paragraph 3.0 Scope of Work.

5.10.2 PROTECTION

5.10.2.1 Perform demolition in such manner as to eliminate hazards to persons and property; to minimize interference with use of adjacent areas, utilities and structures or interruption of use of such utilities; and to provide free passage to and from such adjacent areas of structures.

5.10.2.2 Provide safeguards, including warning signs, barricades, temporary fences, warning lights, and other similar items that are required for protection of all personnel during demolition and removal operations.

5.10.2.3 Prevent spread of flying particles and dust. Sprinkle rubbish and debris with water to keep dust to a minimum. Do not use water if it results in hazardous or objectionable condition such as, but not limited to; ice, flooding, or pollution. Vacuum and dust the work area daily.

5.10.2.4 In addition to previously listed fire and safety rules to be observed in performance of work:

5.10.2.4.1 Wherever a cutting torch or other equipment that might cause a fire is used, provide and maintain fire extinguishers nearby ready for immediate use. Instruct all possible users in use of fire extinguishers.

5.10.2.4.2 Keep hydrants clear and accessible at all times. Prohibit debris from accumulating within a radius of 4500 mm (15 feet) of fire hydrants.

5.10.2.5 Prior to beginning any demolition work, the Contractor shall survey the site and examine the statement of work to determine the extent of the work. Prior to demolition, the Contractor shall take measurements of all components necessary for in-kind replacement as described in paragraph 3.0 Scope of Work. The Contractor shall take necessary precautions to avoid damages to existing items to remain in place, to be reused, or to remain the property of the cemetery; any damaged items shall be repaired or replaced by the Contractor as approved by the COR. The Contractor shall coordinate the work of this section with all other work and shall construct and maintain shoring, bracing, and supports as required. The Contractor shall ensure that structural elements are not overloaded and shall be responsible for increasing structural supports or adding new supports as may be required as a result of any cutting, removal, or demolition work performed under this contract. Provide new supports and reinforcement for existing construction weakened by demolition or removal works. Repairs, reinforcement, or structural replacement must have COR's approval.

5.10.3 EXECUTION

5.10.3.1 SITE CLEARING

5.10.3.1.1 Remove trees, shrubs, grass, and other vegetation, pavements, improvements, or obstructions, as indicated by the COR, to permit installation of new construction. Removal includes digging out and off-site disposal of stumps and roots as indicated by the COR.

5.10.3.1.2 Cut minor roots and branches of trees indicated by the COR to remain in a clean and careful manner where such roots and branches obstruct installation of new construction.

5.10.3.2 Erosion Control: Contractor shall provide erosion control measures to prevent erosion or displacement of soils and discharge of soil-bearing water runoff or airborne dust to adjacent properties and walkways.

5.10.3.3 DEMOLITION

5.10.3.3.1 Completely demolish and remove off-site buildings, structures, fencing, foundations, utilities and site infrastructure including all appurtenances related or connected thereto, as required for installation of new utility service lines.

5.10.3.3.2 Debris; including soil, concrete, stone, metals and other materials; shall become property of Contractor and shall be disposed of by him daily, off the Cemetery Property, to avoid accumulation at the demolition site. Materials that cannot be removed daily shall be stored in areas specified by the COR. Contractor shall dispose of debris in compliance with applicable federal, state or local permits, rules and/or regulations.

5.10.3.3.3 Remove and legally dispose of all materials, other than earth to remain as part of project work, from any trash dumps. Materials removed shall become property of contractor and shall be disposed of in compliance with applicable federal, state or local permits, rules and/or regulations. Materials that are located beneath the surface of the surrounding ground more than 1500 mm (5 feet), or materials that are discovered to be hazardous, shall be handled as unforeseen. The removal of hazardous material shall be referred to Hazardous Materials specifications. Burning is not permitted on the property.

5.10.4 Clean-up: On completion of demolition and site clearing and after removal of all debris, leave site in clean condition satisfactory to COR at the end of each day. Clean-up shall include off the Cemetery Property disposal of all items and materials not required to remain property of the Government as well as all debris and rubbish resulting from demolition operations.

5.10.5 Restoration of Damaged Property: If any direct or indirect damage is done to public or private property resulting from any act, omission, neglect, or misconduct, the Contractor shall restore the damaged property to a condition equal to that existing before the damage at no additional cost to the Government. Repair, rebuild, or restore property as directed or make good such damage in an acceptable manner.

5.11 TEMPORARY ENVIRONMENTAL CONTROLS

5.11.1 General Description. This section specifies the control of environmental pollution and damage that the Contractor must consider for air, water, and land resources. It includes management of visual aesthetics, noise, and solid waste, as well as other pollutants and resources encountered or generated by the Contractor. The Contractor is obligated to consider specified control measures with the costs included within the various contract items of work.

5.11.1.1 The contractor is obligated to develop procedures to provide environmental protection that complies with the applicable laws and regulations. Describe the procedures to correct pollution of the environment due to accident, natural causes, or failure to follow the procedures as described in the Environmental Protection Plan.

5.11.1.2 The contractor is obligated to develop a Work Area Plan showing the proposed activity in each portion of the area and identifying the areas of construction limits or protected areas. Plan should include

measures for marking the limits of use areas. This plan may be incorporated within the Environmental Protection Plan.

5.11.2 PROTECTION OF ENVIRONMENTAL RESOURCES

5.11.2.1 Protection of Land Resources: Prior to construction, identify all land resources to be preserved within the work area. Do not remove, cut, deface, injure, or destroy land resources including trees, shrubs, vines, grasses, top soil, land forms, wetlands or wetland buffers without prior approval from the COR. Do not fasten or attach ropes, cables, or guys to trees for anchorage unless specifically authorized, or dictated by special emergency use.

5.11.2.2 Work Area Limits: Prior to any construction, mark/fence/protect the areas that require work to be performed under this contract. Mark/fence/protect monuments, works of art, and markers prior to construction. Convey to all personnel the purpose of marking and protecting all marked and protected objects.

5.11.2.3 Handle and dispose of solid wastes in such a manner that will prevent contamination of the environment. Place solid wastes (excluding clearing debris) in containers that are emptied on a regular schedule. Transport all solid waste off Government property and dispose of waste in compliance with Federal, State, and local requirements.

5.11.2.4 Store chemical waste away from the work areas in corrosion resistant containers and dispose of waste in accordance with Federal, State, and local regulations.

5.12 COMMON WORK RESULTS FOR HVAC

5.12.1 GENERAL DESCRIPTION. The requirements of this Section apply to all Heating, Venting, and Air conditioning Work.

5.12.2 QUALITY ASSURANCE

- A. Mechanical, electrical and associated systems shall be safe, reliable, efficient, durable, easily and safely operable and maintainable, easily and safely accessible, and in compliance with applicable codes as specified. The systems shall be comprised of high quality institutional-class and industrial-class products of manufacturers that are experienced specialists in the required product lines. All construction firms and personnel shall be experienced and qualified specialists in institutional HVAC construction.
- B. Flow Rate Tolerance for HVAC Equipment: Section 23 05 93, TESTING, ADJUSTING, AND BALANCING FOR HVAC.
- C. Equipment Vibration Tolerance:
 - 1. Refer to Section 23 05 41, NOISE AND VIBRATION CONTROL FOR HVAC PIPING AND EQUIPMENT. Equipment shall be factory-balanced to this tolerance and re-balanced on site, as necessary.
 - 2. After HVAC air balance work is completed and permanent drive sheaves are in place, perform field mechanical balancing and adjustments required to meet the specified vibration tolerance.
- D. Products Criteria:
 - 1. Standard Products: Material and equipment shall be the standard products of a manufacturer regularly engaged in the manufacture of the products for at least 3 years. The design, model and size of each item shall have been in satisfactory and efficient operation on at least three installations for approximately three years. However, digital electronics devices, software and systems such as controls, instruments, computer work station, shall be the current generation

of technology and basic design that has a proven satisfactory service record of at least three years. See other specification sections for any exceptions.

2. All items furnished shall be free from defects that would adversely affect the performance, maintainability and appearance of individual components and overall assembly.
3. Conform to codes and standards as required by the specifications. Conform to local codes, if required by local authorities such as the natural gas supplier, if the local codes are more stringent than those specified. Refer any conflicts to the Contracting Officers Technical Representative (RE/COTR).
4. Multiple Units: When two or more units of materials or equipment of the same type or class are required, these units shall be products of one manufacturer.
5. Assembled Units: Manufacturers of equipment assemblies, which use components made by others, assume complete responsibility for the final assembled product.
6. Nameplates: Nameplate bearing manufacturer's name or identifiable trademark shall be securely affixed in a conspicuous place on equipment, or name or trademark cast integrally with equipment, stamped or otherwise permanently marked on each item of equipment.
7. Asbestos products or equipment or materials containing asbestos shall not be used.

E. Equipment Service Organizations:

1. HVAC: Products and systems shall be supported by service organizations that maintain a complete inventory of repair parts and are located reasonably close to the site.

F. HVAC Mechanical Systems Welding: Before any welding is performed, contractor shall submit a certificate certifying that welders comply with the following requirements:

1. Qualify welding processes and operators for piping according to ASME Section IX, "Welding and Brazing Qualifications".
2. Certify that each welder has passed American Welding Society (AWS) qualification tests for the welding processes involved, and that certification is current.

H. Execution (Installation, Construction) Quality:

1. Apply and install all items in accordance with manufacturer's written instructions. Refer conflicts between the manufacturer's instructions and the contract drawings and specifications to the RE/COTR for resolution. Provide written hard copies or computer files of manufacturer's installation instructions to the RE/COTR at least two weeks prior to commencing installation of any item. Installation of the item will not be allowed to proceed until the recommendations are received. Failure to furnish these recommendations is a cause for rejection of the material.
2. All items that require access, such as for operating, cleaning, servicing, maintenance, and calibration, shall be easily and safely accessible by persons standing at floor level, or standing on permanent platforms, without the use of portable ladders. Examples of these items include, but are not limited to: all types of valves, filters and strainers, transmitters, control devices. Prior to commencing installation work, refer conflicts between this requirement and contract drawings to the RE/COTR for resolution.
3. Provide complete layout drawings required by paragraph 3.0. Do not commence construction work on any system until the layout drawings have been approved.

5.12.2.1 SUBMITTALS

- A. Submit, SHOP DRAWINGS, PRODUCT DATA, AND SAMPLES, IAW requirements in the individual specification sections.
- B. Contractor shall make all necessary field measurements and investigations to assure that the equipment and assemblies will meet contract requirements.
- C. If equipment is submitted which differs in arrangement from that shown, provide drawings that show the rearrangement of all associated systems. Approval will be given only if all features of

the equipment and associated systems, including accessibility, are equivalent to that required by the contract.

- D. Prior to submitting shop drawings for approval, contractor shall certify in writing that manufacturers of all major items of equipment have each reviewed drawings and specifications, and have jointly coordinated and properly integrated their equipment and controls to provide a complete and efficient installation.
- E. Upon request by RE/COTR, provide lists of previous installations for selected items of equipment. Include contact persons who will serve as references, with telephone numbers and e-mail addresses.
- F. Submittals and shop drawings for interdependent items, containing applicable descriptive information, shall be furnished together and complete in a group. Coordinate and properly integrate materials and equipment in each group to provide a completely compatible and efficient installation. Final review and approvals will be made only by groups.
- G. Manufacturer's Literature and Data: Submit under the pertinent section rather than under this section.
 - 1. Submit belt drive with the driven equipment.
 - 2. Submit electric motor data and variable speed drive data with the driven equipment.
 - 3. Equipment and materials identification.
 - 4. Fire-stopping materials.
 - 5. Hangers, inserts, supports and bracing.
 - 6. Wall, floor, and ceiling plates.
- H. HVAC Maintenance Data and Operating Instructions:
 - 1. Maintenance and operating manuals in accordance with Section 01 00 00, GENERAL REQUIREMENTS, Article, INSTRUCTIONS, for systems and equipment.
- I. Provide copies of approved HVAC equipment submittals to the Testing, Adjusting and Balancing Subcontractor.

5.12.2.2 APPLICABLE PUBLICATIONS

- A. The publications listed below form a part of this specification to the extent referenced. The publications are referenced in the text by the basic designation only.
- B. Air Conditioning and Refrigeration Institute (ARI):
430-99 (R2002)..... Central Station Air-Handling Units
- C. Rubber Manufacturers Association (ANSI/RMA):
IP-20-2007 Drives Using Classical V-Belts and Sheaves
- D. Air Movement and Control Association (AMCA):
410-96 Recommended Safety Practices for Air Moving Devices
- E. American Society of Mechanical Engineers (ASME):
Boiler and Pressure Vessel Code (BPVC):
Section IX-2007 Welding and Brazing Qualifications
- F. American Society for Testing and Materials (ASTM):
A36/A36M-08..... Carbon Structural Steel
A575-96(2007)..... Steel Bars, Carbon, Merchant Quality, M-Grades
E84-09..... Standard Test Method for Burning Characteristics of Building Materials
E119-08a..... Standard Test Method for Fire Tests of Building Construction and Materials
- G. Manufacturers Standardization Society (MSS) of the Valve and Fittings Industry, Inc:
SP-58-2002 Pipe Hangers and Supports-Materials, Design and Manufacture

- SP 69-2003.....Pipe Hangers and Supports-Selection and Application
- SP 127-2001.....Bracing for Piping Systems, Seismic – Wind – Dynamic, Design,
Selection, Application
- H. National Electrical Manufacturers Association (NEMA):
MG 1-2006.....Motors and Generators
- I. National Fire Protection Association (NFPA):
70-08National Electrical Code
90A-09Installation of Air Conditioning and Ventilating Systems
101-09Life Safety Code

5.12.2.3 DELIVERY, STORAGE AND HANDLING

- A. Protection of Equipment:
 1. Equipment and material placed on the job site shall remain in the custody of the Contractor until phased acceptance, whether or not the Government has reimbursed the Contractor for the equipment and material. The Contractor is solely responsible for the protection of such equipment and material against any damage.
 2. Place damaged equipment in first class, new operating condition; or, replace same as determined and directed by the RE/COTR. Such repair or replacement shall be at no additional cost to the Government.
 3. Protect interiors of new equipment and piping systems against entry of foreign matter. Clean both inside and outside before painting or placing equipment in operation.
 4. Existing equipment and piping being worked on by the Contractor shall be under the custody and responsibility of the Contractor and shall be protected as required for new work.
- B. Cleanliness of Piping and Equipment Systems:
 1. Exercise care in storage and handling of equipment and piping material to be incorporated in the work. Remove debris arising from cutting, threading and welding of piping.
 2. Piping systems shall be flushed, blown or pigged as necessary to deliver clean systems.
 3. Clean interior of all tanks prior to delivery for beneficial use by the Government.
 4. Contractor shall be fully responsible for all costs, damage, and delay arising from failure to provide clean systems.

5.12.3 - PRODUCTS

5.12.3.1 FACTORY-ASSEMBLED PRODUCTS

- A. Provide maximum standardization of components.
- B. Manufacturers of equipment assemblies that include components made by others shall assume complete responsibility for final assembled unit.
 1. All components of an assembled unit need not be products of same manufacturer.
 2. Constituent parts that are alike shall be products of a single manufacturer.
 3. Components shall be compatible with each other and with the total assembly for intended service.
 4. Contractor shall guarantee performance of assemblies of components, and shall repair or replace elements of the assemblies as required to deliver specified performance of the complete assembly.
- C. Components of equipment shall bear manufacturer's name and trademark, model number, serial number and performance data on a name plate securely affixed in a conspicuous place, or cast integral with, stamped or otherwise permanently marked upon the components of the equipment.
- D. Major items of equipment, which serve the same function, must be the same make and model. Exceptions will be permitted if performance requirements cannot be met.

5.12.3.2 COMPATIBILITY OF RELATED EQUIPMENT

- A. Equipment and materials installed shall be compatible in all respects with other items being furnished and with existing items so that the result will be a complete and fully operational plant that conforms to contract requirements.

5.12.3.3 BELT DRIVES

- A. Drive Types, Based on ARI 435:
 1. Provide adjustable-pitch or fixed-pitch drive as follows:
 - a. Fan speeds up to 1800 RPM: 7.5 kW (10 horsepower) and smaller.
 - b. Fan speeds over 1800 RPM: 2.2 kW (3 horsepower) and smaller.
 2. Provide fixed-pitch drives for drives larger than those listed above.
 3. The final fan speeds required to just meet the system CFM and pressure requirements, without throttling, shall be determined by adjustment of a temporary adjustable-pitch motor sheave or by fan law calculation if a fixed-pitch drive is used initially.

5.12.3.4 DRIVE GUARDS

- A. For machinery and equipment, provide guards as shown in AMCA 410 for belts, chains, couplings, pulleys, sheaves, shafts, gears and other moving parts regardless of height above the floor to prevent damage to equipment and injury to personnel. Drive guards may be excluded where motors and drives are inside factory fabricated air handling unit casings.
- B. Pump shafts and couplings shall be fully guarded by a sheet steel guard, covering coupling and shaft but not bearings. Material shall be minimum 16-gage sheet steel; ends shall be braked and drilled and attached to pump base with minimum of four 6 mm (1/4-inch) bolts. Reinforce guard as necessary to prevent side play forcing guard onto couplings.

5.12.3.5 LIFTING ATTACHMENTS

- A. Provide equipment with suitable lifting attachments to enable equipment to be lifted in its normal position. Lifting attachments shall withstand any handling conditions that might be encountered, without bending or distortion of shape, such as rapid lowering and braking of load.

5.12.3.6 ELECTRIC MOTORS

- A. All material and equipment furnished and installation methods shall conform to the requirements of Section 23 05 12, GENERAL MOTOR REQUIREMENTS FOR HVAC; Section 26 29 11, LOW-VOLTAGE MOTOR STARTERS; and, Section 26 05 21, LOW-VOLTAGE ELECTRICAL POWER CONDUCTORS AND CABLES (600 VOLTS AND BELOW). Provide all electrical wiring, conduit, and devices necessary for the proper connection, protection and operation of the systems. Provide special energy efficient motors as scheduled. Unless otherwise specified for a particular application use electric motors with the following requirements.
- B. Single-phase Motors: Capacitor-start type for hard starting applications. Motors for centrifugal fans and pumps may be split phase or permanent split capacitor (PSC).
- C. Poly-phase Motors: NEMA Design B, Squirrel cage, induction type. Each two-speed motor shall have two separate windings. Provide a time- delay (20 seconds minimum) relay for switching from high to low speed.
- D. Rating: Continuous duty at 100 percent capacity in an ambient temperature of 40 degrees centigrade (104 degrees F); minimum horsepower as shown on drawings; maximum horsepower in normal operation not to exceed nameplate rating without service factor.
- E. Special Requirements:

1. Where motor power requirements of equipment furnished deviate from power shown on plans, provide electrical service designed under the requirements of NFPA 70 without additional time or cost to the Government.
2. Assemblies of motors, starters, controls and interlocks on factory assembled and wired devices shall be in accordance with the requirements of this specification.
3. Wire and cable materials specified in the electrical division of the specifications shall be modified as follows:
 - a. Provide shielded conductors or wiring in separate conduits for all instrumentation and control systems where recommended by manufacturer of equipment.
4. Select motor sizes so that the motors do not operate into the service factor at maximum required loads on the driven equipment. Motors on pumps shall be sized for non-overloading at all points on the pump performance curves.
5. Motors utilized with variable frequency drives shall be rated "inverter-ready" per NEMA Standard, MG1, Part 31.4.4.2. Provide motor shaft grounding apparatus that will protect bearings from damage from stray currents.

- F. Motor Efficiency and Power Factor: All motors, when specified as "high efficiency" by the project specifications on driven equipment, shall conform to efficiency and power factor requirements in Section 23 05 12, GENERAL MOTOR REQUIREMENTS FOR HVAC, with no consideration of annual service hours. Motor manufacturers generally define these efficiency requirements as "NEMA premium efficient" and the requirements generally exceed those of the Energy Policy Act of 1992 (EPACT). Motors not specified as "high efficiency" shall comply with EPACT.
- G. Insulation Resistance: Not less than one-half meg-ohm between stator conductors and frame, to be determined at the time of final inspection.

5.12.3.7 VARIABLE SPEED MOTOR CONTROLLERS

- A. Refer to Section 26 05 11, REQUIREMENTS FOR ELECTRICAL INSTALLATIONS and Section 26 29 11, LOW-VOLTAGE MOTOR STARTERS for specifications.
- B. The combination of controller and motor shall be provided by the manufacturer of the driven equipment, such as pumps and fans, and shall be rated for 100 percent output performance. Multiple units of the same class of equipment, i.e. air handlers, fans, pumps, shall be product of a single manufacturer.
- C. Motors shall be energy efficient type and be approved by the motor controller manufacturer. The controller-motor combination shall be guaranteed to provide full motor nameplate horsepower in variable frequency operation. Both driving and driven motor/fan sheaves shall be fixed pitch.
- D. Controller shall not add any current or voltage transients to the input AC power distribution system, DDC controls, etc., nor shall be affected from other devices on the AC power system.

5.12.3.8 EQUIPMENT AND MATERIALS IDENTIFICATION

- A. Use symbols, nomenclature and equipment numbers specified, shown on the drawings and shown in the maintenance manuals. Identification for piping is specified in Section 09 91 00, PAINTING.
- B. Interior (Indoor) Equipment: Engraved nameplates, with letters not less than 48 mm (3/16-inch) high of brass with black-filled letters, or rigid black plastic with white letters specified in Section 09 91 00, PAINTING permanently fastened to the equipment. Identify unit components such as coils, filters, fans, etc.

- C. Exterior (Outdoor) Equipment: Brass nameplates, with engraved black filled letters, not less than 48 mm (3/16-inch) high riveted or bolted to the equipment.
- D. Control Items: Label all temperature and humidity sensors, controllers and control dampers. Identify and label each item as they appear on the control diagrams.
- E. Valve Tags and Lists:
 - 1. Valve tags: Engraved black filled numbers and letters not less than 13 mm (1/2-inch) high for number designation, and not less than 6.4 mm (1/4-inch) for service designation on 19 gage 38 mm (1-1/2 inches) round brass disc, attached with brass "S" hook or brass chain.
 - 2. Valve lists: Typed or printed plastic coated card(s), sized 216 mm(8-1/2 inches) by 280 mm (11 inches) showing tag number, valve function and area of control, for each service or system. Punch sheets for a 3-ring notebook.

5.12.3.9 FIRESTOPPING

- A. FIRESTOPPING specifies an effective barrier against the spread of fire, smoke and gases where penetrations occur for piping and ductwork. Refer to Section 23 07 11, HVAC, PLUMBING INSULATION, for firestop pipe and duct insulation.

5.12.3.10 GALVANIZED REPAIR COMPOUND

- A. Green Seal Standard GC-03, paint form.

5.12.3.11 hvac PIPE AND EQUIPMENT SUPPORTS AND RESTRAINTS

- A. Vibration Isolators: Refer to Section 23 05 41, NOISE AND VIBRATION CONTROL FOR HVAC PIPING AND EQUIPMENT.
- B. Supports for Roof Mounted Items:
 - 1. Equipment: Equipment rails shall be galvanized steel, minimum 1.3 mm (18 gauge), with integral baseplate, continuous welded corner seams, factory installed 50 mm by 100 mm (2 by 4) treated wood nailer, 1.3 mm (18 gauge) galvanized steel counter flashing cap with screws, built-in cant strip, (except for gypsum or tectum deck), minimum height 280 mm (11 inches). For surface insulated roof deck, provide raised cant strip to start at the upper surface of the insulation.
 - 2. Pipe/duct pedestals: Provide a galvanized Unistrut channel welded to U-shaped mounting brackets which are secured to side of rail with galvanized lag bolts.
- C. Pipe Supports: Comply with MSS SP-58-2002. Type Numbers specified refer to this standard. For selection and application comply with MSS SP-69-2003. Refer to Section 05 50 00, METAL FABRICATIONS, for miscellaneous metal support materials and prime coat painting requirements.
- D. Attachment to Concrete Building Construction:
 - 1. Concrete insert: MSS SP-58-2002, Type 18.
 - 2. Self-drilling expansion shields and machine bolt expansion anchors: Permitted in concrete not less than 102 mm (four inches) thick when approved by the Resident Engineer for each job condition.
 - 3. Power-driven fasteners: Permitted in existing concrete or masonry not less than 102 mm (four inches) thick when approved by the Resident Engineer for each job condition.
- E. Attachment to Steel Building Construction:
 - 1. Welded attachment: MSS SP-58-2002, Type 22.
 - 2. Beam clamps: MSS SP-58-2002, Types 20, 21, 28 or 29. Type 23 C-clamp may be used for individual copper tubing up to 23mm (7/8-inch) outside diameter.

- F. Attachment to Metal Pan or Deck: As required for materials specified in Section 05 36 00, COMPOSITE METAL DECKING
- G. Attachment to Wood Construction: Wood screws or lag bolts.
- H. Hanger Rods: Hot-rolled steel, ASTM A36 or A575 for allowable load listed in MSS SP-58-2002. For piping, provide adjustment means for controlling level or slope. Types 13 or 15 turn-buckles shall provide 38 mm (1-1/2 inches) minimum of adjustment and incorporate locknuts. All-thread rods are acceptable.
- I. Hangers Supporting Multiple Pipes (Trapeze Hangers): Galvanized, cold formed, lipped steel channel horizontal member, not less than 41 mm by 41 mm (1-5/8 inches by 1-5/8 inches), 2.7 mm (No. 12 gage), designed to accept special spring held, hardened steel nuts.
 - 1. Allowable hanger load: Manufacturers rating less 91kg (200 pounds).
 - 2. Guide individual pipes on the horizontal member of every other trapeze hanger with 6 mm (1/4-inch) U-bolt fabricated from steel rod. Provide Type 40 insulation shield, secured by two 13mm (1/2-inch) galvanized steel bands, or preinsulated calcium silicate shield for insulated piping at each hanger.
- J. Supports for Piping Systems:
 - 1. Select hangers sized to encircle insulation on insulated piping. Refer to Section 23 07 11, HVAC, PLUMBING INSULATION for insulation thickness. To protect insulation, provide Type 39 saddles for roller type supports or preinsulated calcium silicate shields. Provide Type 40 insulation shield or preinsulated calcium silicate shield at all other types of supports and hangers including those for preinsulated piping.

5.12.3.12 PIPE PENETRATIONS

- A. Install sleeves during construction.
- B. Penetrations are not allowed through beams or ribs, but may be installed in concrete beam flanges. Any deviation from these requirements must receive prior approval of RE/COR.
- C. Sheet Metal, Plastic, or Moisture-resistant Fiber Sleeves: Provide for pipe passing through floors, interior walls, and partitions, unless brass or steel pipe sleeves are specifically called for below.
- D. Cast Iron or Zinc Coated Pipe Sleeves: Provide for pipe passing through exterior walls below grade. Make space between sleeve and pipe watertight with a modular or link rubber seal. Seal shall be applied at both ends of sleeve.
- E. Galvanized Steel or an alternate Black Iron Pipe with asphalt coating Sleeves: Provide for pipe passing through concrete beam flanges, except where brass pipe sleeves are called for.
- F. Brass Pipe Sleeves: Provide for pipe passing through quarry tile, terrazzo or ceramic tile floors. Connect sleeve with floor plate.
- G. Sleeves are not required for wall hydrants for fire department connections or in drywall construction.
- H. Sleeve Clearance: Sleeve through floors, walls, partitions, and beam flanges shall be one inch greater in diameter than external diameter of pipe. Sleeve for pipe with insulation shall be large enough to accommodate the insulation. Interior openings shall be caulked tight with fire stopping material and sealant to prevent the spread of fire, smoke, and gases.

- I. Sealant and Adhesives: Shall be as specified in Section 07 92 00, JOINT SEALANTS.

5.12.3.13 SPECIAL TOOLS AND LUBRICANTS

- A. Furnish, and turn over to the RE/COTR, special tools not readily available commercially, that are required for disassembly or adjustment of equipment and machinery furnished.

5.12.3.14 WALL, FLOOR AND CEILING PLATES

- A. Material and Type: Chrome plated brass or chrome plated steel, one piece or split type with concealed hinge, with set screw for fastening to pipe, or sleeve. Use plates that fit tight around pipes, cover openings around pipes and cover the entire pipe sleeve projection.
- B. Thickness: Not less than 2.4 mm (3/32-inch) for floor plates. For wall and ceiling plates, not less than 0.64 mm (0.025-inch) for up to 80 mm (3-inch pipe), 0.89 mm (0.035-inch) for larger pipe.
- C. Locations: Use where pipe penetrates floors, walls and ceilings in exposed locations, in finished areas only. Use also where insulation ends on exposed water supply pipe drop from overhead. Provide a watertight joint in spaces where brass or steel pipe sleeves are specified.

5.12.4 - EXECUTION

5.12.4.1 ARRANGEMENT AND INSTALLATION OF EQUIPMENT AND PIPING

- A. Coordinate location of piping, sleeves, inserts, hangers, ductwork and equipment. Locate piping, sleeves, inserts, hangers, ductwork and equipment clear of windows, doors, openings, light outlets, and other services and utilities. Prepare equipment layout drawings to coordinate proper location and personnel access of all facilities. Submit the drawings for review as required by Part 1. Follow manufacturer's published recommendations for installation methods not otherwise specified.
- B. Operating Personnel Access and Observation Provisions: Select and arrange all equipment and systems to provide clear view and easy access, without use of portable ladders, for maintenance and operation of all devices including, but not limited to: all equipment items, valves, filters, strainers, transmitters, sensors, control devices. All gages and indicators shall be clearly visible by personnel standing on the floor or on permanent platforms. Do not reduce or change maintenance and operating space and access provisions that are shown on the drawings.
- C. Equipment and Piping Support: Coordinate structural systems necessary for pipe and equipment support with pipe and equipment locations to permit proper installation.
- D. Location of pipe sleeves, trenches and chases shall be accurately coordinated with equipment and piping locations.
- E. Cutting Holes:
1. Cut holes through concrete and masonry by rotary core drill. Pneumatic hammer, impact electric, and hand or manual hammer type drill will not be allowed, except as permitted by RE/COR where working area space is limited.
 2. Locate holes to avoid interference with structural members such as beams or grade beams. Holes shall be laid out in advance and drilling done only after approval by RE/COR. If the Contractor considers it necessary to drill through structural members, this matter shall be referred to RE/COR for approval.
 3. Do not penetrate membrane waterproofing.
- F. Interconnection of Instrumentation or Control Devices: Generally, electrical and pneumatic interconnections are not shown but must be provided.

- G. Minor Piping: Generally, small diameter pipe runs from drips and drains, water cooling, and other service are not shown but must be provided.
- H. Electrical Interconnection of Controls and Instruments: This generally not shown but must be provided. This includes interconnections of sensors, transmitters, transducers, control devices, control and instrumentation panels, instruments and computer workstations. Comply with NFPA-70.
- I. Protection and Cleaning:
 - 1. Equipment and materials shall be carefully handled, properly stored, and adequately protected to prevent damage before and during installation, in accordance with the manufacturer's recommendations and as approved by the Resident Engineer. Damaged or defective items in the opinion of the Resident Engineer, shall be replaced.
 - 2. Protect all finished parts of equipment, such as shafts and bearings where accessible, from rust prior to operation by means of protective grease coating and wrapping. Close pipe openings with caps or plugs during installation. Tightly cover and protect fixtures and equipment against dirt, water chemical, or mechanical injury. At completion of all work thoroughly clean fixtures, exposed materials and equipment.
- J. Concrete and Grout: Use concrete and shrink compensating grout 25 MPa (3000 psi) minimum.
- K. Install gages, thermometers, valves and other devices with due regard for ease in reading or operating and maintaining said devices. Locate and position thermometers and gages to be easily read by operator or staff standing on floor or walkway provided. Servicing shall not require dismantling adjacent equipment or pipe work.
- L. Work in Existing Building:
 - 1. Make alterations to existing service piping at times that will least interfere with normal operation of the facility.
 - 2. Cut required openings through existing masonry and reinforced concrete using diamond core drills. Use of pneumatic hammer type drills, impact type electric drills, and hand or manual hammer type drills, will be permitted only with approval of the Resident Engineer. Locate openings that will least effect structural slabs, columns, ribs or beams. Refer to the Resident Engineer for determination of proper design for openings through structural sections and opening layouts approval, prior to cutting or drilling into structure. After Resident Engineer's approval, carefully cut opening through construction no larger than absolutely necessary for the required installation.
- M. Switchgear Drip Protection: Every effort shall be made to eliminate the installation of pipe above electrical and telephone switchgear. If this is not possible, encase pipe in a second pipe with a minimum of joints.
- N. Inaccessible Equipment:
 - 1. Where the Government determines that the Contractor has installed equipment not conveniently accessible for operation and maintenance, equipment shall be removed and reinstalled or remedial action performed as directed at no additional cost to the Government.
 - 2. The term "conveniently accessible" is defined as capable of being reached without the use of ladders, or without climbing or crawling under or over obstacles such as motors, fans, pumps, belt guards, transformers, high voltage lines, piping, and ductwork.

5.12.4.2 TEMPORARY PIPING AND EQUIPMENT

- A. Continuity of operation of existing facilities will generally require temporary installation or relocation of equipment and piping.

- B. The Contractor shall provide all required facilities in accordance with the requirements of phased construction and maintenance of service. All piping and equipment shall be properly supported, sloped to drain, operate without excessive stress, and shall be insulated where injury can occur to personnel by contact with operating facilities. The requirements of Para. 3.1 apply.

5.12.4.3 RIGGING

- A. Design will be based on application of available equipment. Openings in building structures will be planned to accommodate design scheme.
- B. Alternative methods of equipment delivery may be offered by Contractor and will be considered by Government under specified restrictions of phasing and maintenance of service as well as structural integrity of the building.
- C. Close all openings in the building when not required for rigging operations to maintain proper environment in the facility for Government operation and maintenance of service.
- D. Contractor shall provide all facilities required to deliver specified equipment and place on foundations. Attachments to structures for rigging purposes and support of equipment on structures shall be Contractor's full responsibility. Upon request, the Government will check structure adequacy and advise Contractor of recommended restrictions.
- E. Contractor shall check all clearances, weight limitations and shall offer a rigging plan designed by a Registered Professional Engineer. All modifications to structures, including reinforcement thereof, shall be at Contractor's cost, time and responsibility.
- F. Rigging plan and methods shall be referred to RE/COTR for evaluation prior to actual work.
- G. Restore building to original condition upon completion of rigging work.

5.12.4.4 PIPE AND EQUIPMENT SUPPORTS

- A. Where hanger spacing does not correspond with joist or rib spacing, use structural steel channels secured directly to joist and rib structure that will correspond to the required hanger spacing, and then suspend the equipment and piping from the channels. Drill or burn holes in structural steel only with the prior approval of the RE/COR.
- B. Use of chain, wire or strap hangers; wood for blocking, stays and bracing; or, hangers suspended from piping above will not be permitted. Replace or thoroughly clean rusty products and paint with zinc primer.
- C. Use hanger rods that are straight and vertical. Turnbuckles for vertical adjustments may be omitted where limited space prevents use. Provide a minimum of 15 mm (1/2-inch) clearance between pipe or piping covering and adjacent work.
- D. HVAC Horizontal Pipe Support Spacing: Refer to MSS SP-69-2003. Provide additional supports at valves, strainers, in-line pumps and other heavy components. Provide a support within one foot of each elbow.
- E. Overhead Supports:
 - 1. The basic structural system of the building is designed to sustain the loads imposed by equipment and piping to be supported overhead.
 - 2. Provide steel structural members, in addition to those shown, of adequate capability to support the imposed loads, located in accordance with the final approved layout of equipment and piping.

F. Floor Supports:

1. Provide concrete bases, concrete anchor blocks and pedestals, and structural steel systems for support of equipment and piping. Anchor and dowel concrete bases and structural systems to resist forces under operating and seismic conditions (if applicable) without excessive displacement or structural failure.
2. Do not locate or install bases and supports until equipment mounted thereon has been approved. Size bases to match equipment mounted thereon plus 50 mm (2 inch) excess on all edges. Refer to structural drawings. Bases shall be neatly finished and smoothed, shall have chamfered edges at the top, and shall be suitable for painting.
3. All equipment shall be shimmed, leveled, firmly anchored, and grouted with epoxy grout. Anchor bolts shall be placed in sleeves, anchored to the bases. Fill the annular space between sleeves and bolts with a granular material to permit alignment and realignment.
4. For seismic anchoring, refer to Section 13 05 41, SEISMIC RESTRAINT REQUIREMENTS FOR NON-STRUCTURAL COMPONENTS.

5.12.4.5 MECHANICAL DEMOLITION

- A. Rigging access, other than indicated on the drawings, shall be provided by the Contractor after approval for structural integrity by the RE/COR. Such access shall be provided without additional cost or time to the Government. Where work is in an operating plant, provide approved protection from dust and debris at all times for the safety of plant personnel and maintenance of plant operation and environment of the plant.
- B. In an operating plant, maintain the operation, cleanliness and safety. Government personnel will be carrying on their normal duties of operating, cleaning and maintaining equipment and plant operation. Confine the work to the immediate area concerned; maintain cleanliness and wet down demolished materials to eliminate dust. Do not permit debris to accumulate in the area to the detriment of plant operation. Perform all flame cutting to maintain the fire safety integrity of this plant. Adequate fire extinguishing facilities shall be available at all times. Perform all work in accordance with recognized fire protection standards. Inspection will be made by personnel of the VA Cemetery, and Contractor shall follow all directives of the RE/COR with regard to rigging, safety, fire safety, and maintenance of operations.
- C. Completely remove all piping, wiring, conduit, and other devices associated with the equipment not to be re-used in the new work. This includes all pipe, valves, fittings, insulation, and all hangers including the top connection and any fastenings to building structural systems. Seal all openings, after removal of equipment, pipes, ducts, and other penetrations in roof, walls, floors, in an approved manner and in accordance with plans and specifications where specifically covered. Structural integrity of the building system shall be maintained. Reference shall also be made to the drawings and specifications of the other disciplines in the project for additional facilities to be demolished or handled.
- D. All valves including gate, globe, ball, butterfly and check, all pressure gages and thermometers with wells shall remain Government property and shall be removed and delivered to RE/COR and stored as directed. The Contractor shall remove all other material and equipment, devices and demolition debris under these plans and specifications. Such material shall be removed from Government property expeditiously and shall not be allowed to accumulate.

5.12.4.6 CLEANING AND PAINTING

- A. Prior to final inspection and acceptance of the plant and facilities for beneficial use by the Government, the plant facilities, equipment and systems shall be thoroughly cleaned and painted.
- B. In addition, the following special conditions apply:
 1. Cleaning shall be thorough. Use cleaning materials and methods recommended by the manufacturers for the specific tasks. Remove all rust prior to painting and from surfaces to

remain unpainted. Repair scratches, scuffs, and abrasions prior to applying prime and finish coats.

2. Material And Equipment Not To Be Painted Includes:
 - a. Motors, controllers, control switches, and safety switches.
 - b. Control and interlock devices.
 - c. Regulators.
 - d. Pressure reducing valves.
 - e. Control valves and thermostatic elements.
 - f. Lubrication devices and grease fittings.
 - g. Copper, brass, aluminum, stainless steel and bronze surfaces.
 - h. Valve stems and rotating shafts.
 - i. Pressure gauges and thermometers.
 - j. Glass.
 - k. Name plates.
3. Control and instrument panels shall be cleaned, damaged surfaces repaired, and shall be touched-up with matching paint obtained from panel manufacturer.
4. Pumps, motors, steel and cast iron bases, and coupling guards shall be cleaned, and shall be touched-up with the same color as utilized by the pump manufacturer
5. Final result shall be smooth, even-colored, even-textured factory finish on all items. Completely repaint the entire piece of equipment if necessary to achieve this.

5.12.4.7 IDENTIFICATION SIGNS

- A. Factory Built Equipment: Metal plate, securely attached, with name and address of manufacturer, serial number, model number, size and performance.
- B. Pipe Identification.

5.12.4.8 MOTOR AND DRIVE ALIGNMENT

- A. Belt Drive: Set driving and driven shafts parallel and align so that the corresponding grooves are in the same plane.
- B. Direct-connect Drive: Securely mount motor in accurate alignment so that shafts are free from both angular and parallel misalignment when both motor and driven machine are operating at normal temperatures.

5.12.4.9 LUBRICATION

- A. Lubricate all devices requiring lubrication prior to initial operation, and field-check all devices for proper lubrication.
- B. Equip all devices with required lubrication fittings or devices.
- C. All lubrication points shall be accessible without disassembling equipment, except to remove access plates.

5.12.4.10 STARTUP AND TEMPORARY OPERATION

- A. Startup equipment per manufacturer's instructions. Verify that vibration is within specified tolerance prior to extended operation.

5.12.4.11 OPERATING AND PERFORMANCE TESTS

- A. Prior to the final inspection, perform required tests and submit the test reports and records to the RE/COTR.

- B. Should evidence of malfunction in any tested system, or piece of equipment or component part thereof, occur during or as a result of tests, make proper corrections, repairs or replacements, and repeat tests at no additional cost to the Government.
- C. When completion of certain work or system occurs at a time when final control settings and adjustments cannot be properly made to make performance tests, then make performance tests for heating systems and for cooling systems respectively during first actual seasonal use of respective systems following completion of work.

5.12.5 -EARTH MOVING

5.12.5.1 – GENERAL DESCRIPTION.

This section specifies the requirements for furnishing all equipment, materials, labor, tools, and techniques for earthwork including, but not limited to, the following: Site preparation, Excavation, Underpinning, Filling and backfilling, Grading, Soil Disposal, and Clean Up.

5.12.5.2 SUBMITTALS:

1. Contactor shall furnish resumes with all personnel involved in the project including Project Manager, Superintendent, and on-site Engineer. Project Manager and Superintendent should have at least 3 years of experience on projects of similar size.
2. Soil samples.
 - a. Classification in accordance with ASTM D2487 for each on-site or borrow soil material proposed for fill, backfill, engineered fill, or structural fill.
 - b. Laboratory compaction curve in accordance with ASTM // D 698 // D 1557 // // AASHTO // T 99 // T 180 for each on site or borrow soil material proposed for fill, backfill, engineered fill, or structural fill.
 - c. Test reports for compliance with ASTM D 2940 requirements for subbase material.
 - d. Pre-excavation photographs and videotape in the vicinity of the existing structures to document existing site features, including surfaces finishes, cracks, or other structural blemishes that might be misconstrued as damage caused by earthwork operations.
 - e. The Contractor shall submit a scale plan daily that defines the location, limits, and depths of the area excavated.

5.12.5.3 APPLICABLE PUBLICATIONS

- A. Publications listed below form a part of this specification to extent referenced. Publications are referenced in text by basic designation only.
- B. American Association of State Highway and Transportation Officials (AASHTO):
 - T99-01(2004)Moisture-Density Relations of Soils Using a 2.5 kg (5.5 lb) Rammer and a 305 mm (12 inch) Drop
 - T180-01(2004)Moisture-Density Relations of Soils using a 4.54 kg (10 lb) Rammer and a 457 mm (18 inch) Drop
- C. American Society for Testing and Materials (ASTM):
 - D448-08Standard Classification for Sizes of Aggregate for Road and Bridge Construction
 - D698-07Standard Test Methods for Laboratory Compaction Characteristics of Soil Using Standard Effort (12,400 ft. lbf/ft³ (600 kN m/m³))
 - D1556-07Standard Test Method for Density and Unit Weight of Soil in Place by the Sand-Cone Method
 - D1557-07Standard Test Methods for Laboratory Compaction Characteristics of Soil Using Modified Effort (56,000 ft-lbf/ft³ (2700 kN m/m³))
 - D2167-08Standard Test Method for Density and Unit Weight of Soil in Place by the Rubber Balloon Method

- D2487-06 Standard Classification of Soil for Engineering Purposes
(Unified Soil Classification System)
- D2922-05 Standard Test Methods for Density of Soil and Soil-Aggregate in
Place by Nuclear Methods (Shallow Depth)
- D2940-03 Standard Specifications for Graded Aggregate Material for Bases
or Subbases for Highways or Airports
- D. Society of Automotive Engineers (SAE):
- J732-92 Specification Definitions - Loaders
- J1179-02 Hydraulic Excavator and Backhoe Digging Forces

5.12.5.4 MATERIALS

- A. General: Provide borrow soil material when sufficient satisfactory soil materials are not available from excavations.
- B. Fills: Material in compliance with ASTM D2487 Soil Classification Groups GW, GP, GM, SW, SP, SM, SC, and ML, or any combination of these groups; free of rock or gravel larger than 75 mm (3 inches) in any dimension, debris, waste, frozen materials, vegetation, and other deleterious matter. Material approved from on site or off site sources having a minimum dry density of 1760 kg/m³ (110 pcf), a maximum Plasticity Index of 15, and a maximum Liquid Limit of 40.
- C. Engineered Fill: Naturally or artificially graded mixture of compliance with ASTM D2487 Soil Classification Groups GW, GP, GM, SW, SP, SM, SC, and ML, or any combination of these groups, or as approved by the Engineer or material with at least 90 percent passing a 37.5-mm (1 1/2-inch) sieve and not more than 12 percent passing a 75-μm (No. 200) sieve, per ASTM D2940;.
- D. Bedding: Naturally or artificially graded mixture of natural or crushed gravel, crushed stone, and natural or crushed sand; ASTM D2940; except with 100 percent passing a 25 mm (1 inch) sieve and not more than 8 percent passing a 75-μm (No. 200) sieve.
- E. Drainage Fill: Washed, narrowly graded mixture of crushed stone, or crushed or uncrushed gravel; ASTM D448; coarse-aggregate grading Size 57; with 100 percent passing a 37.5 mm (1 1/2-inch) sieve and 0 to 5 percent passing a 2.36 mm (No. 8) sieve.
- F. Granular Fill:
1. Under concrete slab, crushed stone or gravel graded from 25 mm (1 inch) to 4.75 mm (No. 4), per ASTM D2940.
 2. Bedding for sanitary and storm sewer pipe, crushed stone or gravel graded from 13 mm (1/2 inch) to 4.75 mm (No 4), per ASTM D2940.

5.12.5.4 SITE PREPARATION

- A. Clearing: Clear within limits of earthwork operations. Work includes removal of trees, shrubs, fences, foundations, incidental structures, paving, debris, trash, and other obstructions. Remove materials from Cemetery Property.
- B. Grubbing: Remove stumps and roots 75 mm (3 inch) and larger diameter. Undisturbed sound stumps, roots up to 75 mm (3 inch) diameter, and nonperishable solid objects a minimum of 900 mm (3 feet) below subgrade or finished embankment may be left. Cemetery Projects: do not leave material within burial profile up to 2400 mm (8 feet) below finished grade.
- C. Trees and Shrubs: Trees and shrubs, not shown for removal, may be removed from areas within 4500 mm (15 feet) of new construction and 2250 mm (7.5 feet) of utility lines when removal is approved in advance by Resident Engineer. Remove materials from Cemetery Property. Trees and shrubs, shown to be transplanted, shall be dug with a ball of earth and burlapped in

accordance with latest issue of, "American Standard for Nursery Stock" of the American Association of Nurserymen, Inc. Transplant trees and shrubs to a permanent or temporary position within two hours after digging. Maintain trees and shrubs held in temporary locations by watering as necessary and feeding semiannually with liquid fertilizer with a minimum analysis of 5 percent nitrogen, 10 percent phosphorus, and 5 percent potash. Maintain plants moved to permanent positions as specified for plants in temporary locations until conclusion of contract. Box, and otherwise protect from damage, existing trees and shrubs which are not shown to be removed in construction area. Immediately repair damage to existing trees and shrubs by trimming, cleaning and painting damaged areas, including roots, in accordance with standard industry horticultural practice for the geographic area and plant species. Do not store building materials closer to trees and shrubs, that are to remain, than farthest extension of their limbs.

- D. Stripping Topsoil: Strip topsoil from within limits of earthwork operations as specified. Topsoil shall be a fertile, friable, natural topsoil of loamy character and characteristic of locality. Topsoil shall be capable of growing healthy horticultural crops of grasses. Stockpile topsoil and protect as directed by Resident Engineer. Eliminate foreign materials, such as weeds, roots, stones, subsoil, frozen clods, and similar foreign materials larger than 0.014 m³ (1/2 cubic foot) in volume, from soil as it is stockpiled. Retain topsoil on station. Remove foreign materials larger than 50 mm (2 inches) in any dimension from topsoil used in final grading. Topsoil work, such as stripping, stockpiling, and similar topsoil work shall not, under any circumstances, be carried out when soil is wet so that the composition of the soil will be destroyed. Cemetery Projects: Test the soil for chemicals, pesticides and fertilizers if topsoil is to be removed from lands formerly utilized as farmland, to verify suitability for use as topsoil in the cemetery where new lawn areas are to be established.
- E. Concrete Slabs and Paving: Score deeply or saw cut to insure a neat, straight cut, sections of existing concrete slabs and paving to be removed where excavation or trenching occurs. Extend pavement section to be removed a minimum of 300 mm (12 inches) on each side of widest part of trench excavation and insure final score lines are approximately parallel unless otherwise indicated. Remove material from Cemetery Property.
- F. Lines and Grades: Grades shall conform to elevations indicated on plans within the tolerances specified. Generally grades shall be established to provide a smooth surface, free from irregular surface changes. Grading shall comply with compaction requirements and grade cross sections, lines, and elevations indicated. Where spot grades are indicated the grade shall be established based on interpolation of the elevations between the spot grades while maintaining appropriate transition at structures and paving and uninterrupted drainage flow into inlets.
 - 2. Subsequent to establishment of lines and grades, Contractor will be responsible for any additional cut and/or fill required to ensure that site is graded to conform to elevations indicated on plans.
- G. Disposal: All materials removed from the property shall be disposed of at a legally approved site, for the specific materials, and all removals shall be in accordance with all applicable Federal, State and local regulations.

5.12.5.5 EXCAVATION

- A. Shoring, Sheet piling and Bracing: Shore, brace, or slope, its angle of repose or to an angle considered acceptable by the Resident Engineer, banks of excavations to protect workmen, banks, adjacent paving, structures, and utilities.
 - 1. Design of the temporary support of excavation system is the responsibility of the Contractor.
 - 2. Construction of the support of excavation system shall not interfere with the permanent structure and may begin only after a review by the Resident Engineer.

3. Extend shoring and bracing to a minimum of 1500 mm (5 feet) below the bottom of excavation. Shore excavations that are carried below elevations of adjacent existing foundations.
 4. If bearing material of any foundation is disturbed by excavating, improper shoring or removal of existing or temporary shoring, placing of backfill, and similar operations, the Contractor shall provide a concrete fill support in compliance with specifications Section 31 23 23.33, FLOWABLE FILL, under disturbed foundations, at no additional cost to the Government. Do not remove shoring until permanent work in excavation has been inspected and approved by Resident Engineer.
- B. Excavation Drainage: Operate pumping equipment, and/or provide other materials, means and equipment as required to keep excavation free of water and subgrade dry, firm, and undisturbed until approval of permanent work.
- C. Subgrade Protection: Protect subgrades from softening, undermining, washout, or damage by rain or water accumulation. Reroute surface water runoff from excavated areas and not allow water to accumulate in excavations. Do not use excavated trenches as temporary drainage ditches. When subgrade for foundations has been disturbed by water, remove disturbed material to firm undisturbed material after water is brought under control. Replace disturbed subgrade in trenches with concrete or material approved by the Resident Engineer.
- D. Proofrolling:
1. After rough grade has been established in cut areas and prior to placement of fill in fill areas under building and pavements, proof roll exposed subgrade with a fully loaded dump truck to check for pockets of soft material.
 2. Proofrolling shall consist of at least two complete passes with one pass being in a direction perpendicular to preceding one. Remove any areas that deflect, rut, or pump excessively during proof rolling, or that fail to consolidate after successive passes to suitable soils and replaced with compacted fill. Maintain subgrade until succeeding operation has been accomplished.
- F. Building Earthwork:
1. Excavation shall be accomplished as required by drawings and specifications.
 2. Excavate foundation excavations to solid undisturbed subgrade.
 3. Remove loose or soft materials to a solid bottom.
 4. Fill excess cut under footings or foundations with 25 MPa (3000 psi) concrete poured separately from the footings.
 5. Do not tamp earth for backfilling in footing bottoms, except as specified.
 6. Slope grades to direct water away from excavations and to prevent ponding.
- G. Trench Earthwork:
1. Utility trenches (except sanitary and storm sewer):
 - a. Excavate to a width as necessary for sheeting and bracing and proper performance of the work.
 - b. Grade bottom of trenches with bell holes scooped out to provide a uniform bearing.
 - c. Support piping on undisturbed earth unless a mechanical support is shown.
 - d. Length of open trench in advance of piping laying shall not be greater than is authorized by Resident Engineer.
- H. Site Earthwork: Earth excavation includes excavating pavements and obstructions visible on surface; underground structures, utilities, and other items indicated to be removed; together with soil, boulders, and other materials not classified as rock or unauthorized excavation. Excavation shall be accomplished as required by drawings and specifications. Excavate to indicated

elevations and dimensions within a tolerance of plus or minus 25 mm (1 inch). Extend excavations a sufficient distance from structures for placing and removing concrete formwork, for installing services and other construction, complying with OSHA requirements, and for inspections. Remove subgrade materials that are unsuitable, and replace with acceptable material. If there is a question as to whether material is unsuitable or not, the contractor shall obtain samples of the material, under the direction of the Resident Engineer, and the materials shall be examined by an independent testing laboratory for soil classification to determine whether it is unsuitable or not.

1. Site Grading:

- a. Provide a smooth transition between adjacent existing grades and new grades.
- b. Cut out soft spots, fill low spots, and trim high spots to comply with required surface tolerances.
- c. Slope grades to direct water away from buildings and to prevent ponds from forming where not designed. Finish subgrades to required elevations within the following tolerances:
 - 1) Lawn or Unpaved Areas: Plus or minus 25 mm (1 inch).
 - 2) Walks: Plus or minus 25 mm (1 inch).
 - 3) Pavements: Plus or minus 13 mm (1/2 inch).
- d. Grading Inside Building Lines: Finish subgrade to a tolerance of 13 mm (1/2 inch) when tested with a 3000 mm (10 foot) straightedge.

5.12.5.6 FILLING AND BACKFILLING

- A. General: Do not fill or backfill until all debris, water, unsatisfactory soil materials, obstructions, and deleterious materials have been removed from excavation. For fill and backfill, use excavated materials and borrow meeting the criteria specified herein, as applicable. Borrow will be supplied at no additional cost to the Government. Do not use unsuitable excavated materials. Do not backfill until foundation walls have been completed above grade and adequately braced, waterproofing or dampproofing applied, foundation drainage, and pipes coming in contact with backfill have been installed and work inspected and approved by Resident Engineer.
- B. Placing: Place materials in horizontal layers not exceeding 200 mm (8 inches) in loose depth for material compacted by heavy compaction equipment, and not more than 100 mm (4 inches) in loose depth for material compacted by hand-operated tampers and then compacted. Place backfill and fill materials evenly on all sides of structures to required elevations, and uniformly along the full length of each structure. Place no material on surfaces that are muddy, frozen, or contain frost.
- C. Compaction: Compact with approved tamping rollers, sheepfoot rollers, pneumatic tired rollers, steel wheeled rollers, vibrator compactors, or other approved equipment (hand or mechanized) well suited to soil being compacted. Do not operate mechanized vibratory compaction equipment within 3000 mm (10 feet) of new or existing building walls without prior approval of Resident Engineer. Moisten or aerate material as necessary to provide moisture content that will readily facilitate obtaining specified compaction with equipment used. Compact soil to not less than the following percentages of maximum dry density, according to ASTM D698 or ASTM D1557.

5.12.5.7 GRADING

- A. General: Uniformly grade the areas within the limits of this section, including adjacent transition areas. Smooth the finished surface within specified tolerance. Provide uniform levels or slopes between points where elevations are indicated, or between such points and existing finished grades. Provide a smooth transition between abrupt changes in slope.
- B. Cut rough or sloping rock to level beds for foundations. In pipe spaces or other unfinished areas, fill low spots and level off with coarse sand or fine gravel.

- C. Slope backfill outside building away from building walls for a minimum distance of 1800 mm (6 feet).
- D. Finish grade earth floors in pipe basements as shown to a level, uniform slope and leave clean.
- E. Finished grade shall be at least 150 mm (6 inches) below bottom line of window or other building wall openings unless greater depth is shown.
- F. Place crushed stone or gravel fill under concrete slabs on grade, tamped, and leveled. Thickness of fill shall be 150 mm (6 inches) unless otherwise shown.
- G. Finish subgrade in a condition acceptable to Resident Engineer at least one day in advance of paving operations. Maintain finished subgrade in a smooth and compacted condition until succeeding operation has been accomplished. Scarify, compact, and grade subgrade prior to further construction when approved compacted subgrade is disturbed by Contractor's subsequent operations or adverse weather.
- H. Grading for Paved Areas: Provide final grades for both subgrade and base course to +/- 6 mm (0.25 inches) of indicated grades.

5.12.5.8 DISPOSAL OF UNSUITABLE AND EXCESS EXCAVATED MATERIAL

- A. Disposal: Remove surplus satisfactory soil and waste material, including unsatisfactory soil, trash, and debris, and legally dispose of it off Cemetery property.
- B. Remove from site and dispose of any excess excavated materials after all fill and backfill operations have been completed.
- C. Segregate all excavated contaminated soil designated by the Resident Engineer from all other excavated soils, and stockpile on site on two 0.15 mm (6 mil) polyethylene sheets with a polyethylene cover. A designated area shall be selected for this purpose. Dispose of excavated contaminated material in accordance with State and Local requirements.

5.12.5.9 CLEAN UP

Upon completion of earthwork operations, clean areas within contract limits, remove tools, and equipment. Provide site clear, clean, free of debris, and suitable for subsequent construction operations. Remove all debris, rubbish, and excess material from Cemetery Property.

5.12.6 WELLS

It is the responsibility of the Contractor to properly design, construct, install, develop, and test all wells so that they are suitable for the intended purpose. If the Contractor installs wells that are not functional or not in accordance with the contract requirements, the Contracting Officer will disapprove the well and direct the Contractor to repair or replace it, and to abandon the disapproved well. Any well decommissioned/abandoned by the Contractor for any reason shall be decommissioned/abandoned according to the requirements of the State of Maryland, and ASTM D5299. Well decommissioning/abandonment includes the removal of all materials left in the borehole/well, excluding the filter pack, and including backfill materials, casing, screen, and any other material placed into the hole before the decision was made to abandon the borehole/well. Grout test holes decommissioned/abandoned for any reason from the bottom to within 2 feet of the top of the ground surface according to the protocol for grout/bentonite placement established in paragraph Grout Placement, using the grout mix specified in paragraph CEMENT AND BENTONITE GROUT. Backfill the top 2 feet with material appropriate for the intended land use. Maintain a well decommissioning/abandonment record. Measure groundwater levels, if encountered before the decision is made for decommissioning/abandonment, in all borings prior to backfilling. Include these water levels in the well decommissioning/abandonment records. No well may be decommissioned/abandoned without the approval of the Contracting Officer.

6.0 GENERAL REQUIREMENTS

6.1 FIRE SAFETY

6.1.1 Fire Safety Plan: Establish and maintain a fire protection program in accordance with 29 CFR 1926. Prior to start of work, prepare a plan detailing project-specific fire safety measures, including periodic status reports, and submit to COR.

6.1.2 Site and Building Access: Maintain free and unobstructed access to facility emergency services and for fire, police and other emergency response forces in accordance with NFPA 241.

6.1.3 Facilities: Separate temporary facilities, such as trailers, storage sheds, and dumpsters, from existing buildings and new construction by distances in accordance with NFPA 241. For small facilities with less than 6 m (20 feet) exposing overall length, separate by 3m (10 feet). Onsite staging area is to be defined by COR after contract award.

6.1.4 Temporary Electrical: Install, use and maintain installations in accordance with 29 CFR 1926, NFPA 241 and NFPA 70. If temporary electrical is required, the Contractor shall notify the COR prior to use of Temporary Electrical Services.

6.1.5 Means of Egress: Do not block exits of occupied buildings, including paths from exits to roads.

6.1.6 Fire Extinguishers: Provide and maintain extinguishers in construction areas and temporary storage areas in accordance with 29 CFR 1926, NFPA 241 and NFPA 10.

6.1.7 Flammable and Combustible Liquids: Store, dispense and use liquids in accordance with 29 CFR 1926, NFPA 241 and NFPA 30.

6.1.8 Smoking: Smoking is prohibited except in designated smoking rest areas.

6.2 Operation & Storage Areas

6.2.1 Burial activities at a National Cemetery shall take precedence over Contractor activities. Cemetery interment services cannot be disturbed. To cause the least possible interference with cemetery activities, the Contractor shall cease all work in areas where burials are taking place. Contractor equipment and personnel are prohibited from passing through the service area during this period.

6.2.2 The Contractor shall confine all operations (including storage of materials) on Government premises to areas authorized and coordinated with the cemetery director. The Contractor shall hold and save the Government, its officers and agents, free and harmless from liability of any nature resulting from the Contractor's performance and/or negligence. It is understood that the Government shall not be held responsible for any damage to the Contractor's equipment, materials, supplies or the like which may result from vandalism, theft etc. while on site.

6.2.3 Temporary buildings (e.g., storage sheds, shops, offices), utility connections and staging area may be constructed the Contractor only with the approval of the Contracting Officer, as coordinated with the COR and the cemetery director, and shall be built with labor and materials furnished by the Contractor without expense to the Government. The temporary buildings, utility connections and staging area shall remain the property of the Contractor and shall be removed by the Contractor at its own expense upon completion of the work. Access to adjacent cemetery utilities will be made available for Contractor temporary buildings in reasonable amounts, as coordinated with the COR and the cemetery director, and shall be metered and utility usage paid for at Contractor's own expense.

6.2.4 Before work operations begin, Contractor shall have the option to provide a chain link fence, six feet minimum height, around the staging area in accordance with the following standards: Provide gates as required for access with necessary hardware, including hasps and padlocks. Fasten fence fabric to terminal posts with tension bands and to line posts and top and bottom rails with tie wires spaced at maximum 15 inches. Bottom of fences shall extend to one inch above grade.

6.2.5 The Contractor shall provide temporary signage to notify Government personnel and visitors of restricted access to Contractor work areas. Signage shall be provided in any areas inside or outside the construction areas visible to the public that have been directly or indirectly affected stating the following: "WE APOLOGIZE FOR THE UNSEEMLY APPEARANCE WHILE WORK IS BEING DONE. THANK YOU FOR YOUR COOPERATION."

6.3 UTILITIES INTERRUPTIONS

6.3.1 No utility services such as roads, sidewalks, water, gas, steam, sewers or electricity, or fire protection systems and communications systems may be interrupted without prior approval of the COR.

6.3.2 Contractor shall submit a request to interrupt any such services to COR, in writing, 48 hours in advance of proposed interruption. Request shall state reason, date, exact time of, and approximate duration of such interruption.

6.3.3 Contractor shall be advised (in writing) of approval of request, or of which other date and/or time such interruption shall cause least inconvenience to operations of Cemetery. Interruption time approved by the cemetery may occur at other than Contractor's normal working hours.

6.3.4 To minimize interference of Contractor activities with flow of Cemetery traffic, the Contractor is to keep roads, walks and entrances to grounds, to parking and to occupied areas of buildings clear of materials, debris, equipment and vehicles. At least one lane must be open to traffic at all times.

6.4 Protection of Existing Vegetation, Grass, Structures, Equipment, Utilities and Improvements

6.4.1 The Contractor shall preserve and protect all existing structures, equipment, and vegetation (such as trees, shrubs, and grass) on or adjacent to the work site.

6.4.2 The Contractor shall protect from damage all existing improvements and utilities at or near the work site and on adjacent property of a third party. The Contractor shall immediately notify the COR of any such occurrence and repair any damage to those facilities, including those that are the property of a third party, resulting from failure to comply with the requirements of this contract or failure to exercise reasonable care in performing the work. If the Contractor fails or refuses to repair the damage promptly, the Contracting Officer may have the necessary work performed and charge the cost to the Contractor. Refer to paragraph 6.5 Restoration for additional instructions concerning repair of Contractor caused damage to structures and site improvements.

6.4.3 The Contractor shall clean any Government property; including cemetery structures, headstones and monuments; that are soiled or stained because of Contractor's performance. The Contractor shall wash-down with water all soiled or stained structures, headstones and monuments at the end of each workday. Any such cleaning or washing shall be brought to the immediate attention of the COR prior to cleaning or washing. No hazardous chemicals shall be used at any time on Government property.

6.4.4 At the end of each day, the Contractor shall remove all debris from the cemetery site resulting from the performance of the work. The Contractor shall ensure at all times that rubbish and trash generated by the Contractor is kept clear of vehicular and pedestrian traffic throughout the site. The Government will

not provide receptacle(s) for disposal of debris related to this contract. The Contractor will be permitted to place trash receptacle dumpsters in the COR approved staging area.

6.5 RESTORATION

6.5.1 Contractor shall remove, cut, alter, replace, patch and repair existing work as necessary. Contractor shall not disturb any water, steam, gas, or electric services without prior approval of the COR or Contracting Officer. Existing work to be altered or extended that is found to be defective in any way, shall be reported to the COR before it is disturbed. Materials and workmanship used in restoring work shall conform in type and quality to that of original construction, except as otherwise shown or specified.

6.5.2 Upon completion of contract, deliver work complete and undamaged. Existing work (lawns, paving, roads, walks, etc.) disturbed or removed as a result of performing required new work, shall be patched, repaired, reinstalled, or replaced with new work, and refinished and left in as good condition as existed before commencing work. All restoration work shall be accomplished without undue delay.

6.5.3 The Contractor, at its own expense, shall immediately restore to service and repair any damage caused by Contractor's workmen/sub-contractors to existing piping, conduits, wires, cables, etc., of utility services or of fire protection systems and communications systems (including telephone - if applicable), to the work performed under this agreement, which are not scheduled for discontinuance or abandonment.

6.6 Layout of Work: The Contractor shall layout the work and shall be responsible for all measurements in connection with the layout. The Contractor shall furnish, at Contractor's own expense, all stakes, templates, platforms, equipment, tools, materials, and labor required to layout any part of the work. The Contractor shall be responsible for executing the work to the lines and grades needed to accomplish the work.

6.7 Use of Roadways: For hauling, use only established public roads and roads on cemetery property and, only when authorized by the COR, such temporary roads which are necessary in the performance of contract work. Temporary roads shall be constructed and removed by the Contractor at Contractor's expense. When necessary to cross curbing, sidewalks, or similar construction, must be protected by well-constructed bridges. When materials and/or equipment are transported in the performance of work, vehicles shall not be loaded beyond the loading capacity recommended by the manufacturer of the vehicle or prescribed by any Federal, State, or local law or regulation. Roadways shall be cleaned with a street sweeper each day as needed to keep the existing roads free from dirt and mud resulting from Contractor operations.

6.8 Temporary Toilets: Temporary toilets shall be provided and removed by the Contractor at Contractor's expense, at the Contractor staging area only, for use of all Contractor workmen. Perform daily maintenance and keep such areas sanitary, clean and free from insects and other fauna. Contractor shall remove all connections and installed appliances prior to completion of contract and restore the premises to existing conditions.

6.9 Availability of Utilities: Access to adjacent cemetery utilities will be made available for Contractor temporary buildings in reasonable amounts, as coordinated with the COR and the cemetery director, and shall be metered and utility usage paid for at Contractor's own expense.

6.10 Historic Preservation: Where the Contractor or any of the Contractor's employees, prior to, or during the construction work, are advised of or discover any possible archeological, historical and/or cultural resources not indicated in paragraph 3.0 Scope of Work, the Contractor shall immediately stop work, verbally notify the COR immediately, and then follow up with a written report to the COR within 24 hrs.

6.11 IDENTIFICATION, PARKING, SMOKING AND VA REGULATIONS

6.11.1 Identification of the Contractor's employees shall be coordinated with the cemetery director (or his/her designated representative) before any work at the cemetery may begin. All Contractor employees shall adhere to each cemetery's Facility Security Policy. It is the responsibility of the Contractor to park in the appropriate designated parking areas. The cemetery shall not invalidate or make reimbursement for parking violations of the Contractor under any conditions.

6.11.2 Smoking is prohibited inside any buildings at the cemetery. Possession of weapons is prohibited from any cemetery buildings and grounds. Enclosed containers, including tool kits, shall be subject to search. Violations of VA regulations may result in citation answerable in the United States (Federal) District Court, not a local district, state, or municipal court.

6.12 INSURANCE (WORK ON A GOVERNMENT INSTALLATION)

6.12.1 The Contractor shall, at its own expense, provide and maintain during the entire performance of this contract, the minimum types and amounts of insurance required by the Contracting Officer.

6.12.2 Before commencing work under this contract, the Contractor shall notify the Contracting Officer in writing that the required insurance has been obtained. The policies evidencing required insurance shall contain an endorsement to the effect that any cancellation or any material change adversely affecting the Government's interest shall not be effective;

6.12.2.1 For such period as the laws of the State in which this contract is to be performed prescribe; or

6.12.2.2 Until 30 days after the insurer or the Contractor gives written notice to the Contracting Officer, whichever period is longer.

6.12.3 As determined by the Contracting Officer, the Contractor shall insert the substance of this clause, including this paragraph, in subcontracts under this contract that require work on a Government installation and shall require sub-Contractors to provide and maintain the insurance required in the Schedule or elsewhere in the contract. The Contractor shall maintain a copy of all sub-Contractors' proofs of required insurance, and shall make copies available to the Contracting Officer upon request.

6.13 Required Documentation: The Contractor shall obtain all necessary and current licenses, permits, vehicular insurance and registration, Workman's Compensatory Liability Insurance, property liability insurance etc., prior to the start of work. The Contractor shall provide the Contracting Officer copies of these required documents with his/her proposal and at other times where the COR or Contracting Officer deems necessary during the execution of the project.

6.14 CONTRACTOR PERSONNEL STANDARDS OF BEHAVIOR (WORK ON A GOVERNMENT INSTALLATION)

6.14.1 Contractor personnel are required to adhere to the following standards of dress, conduct, supervision and training while performing work on a Government Installation. Any violations shall be subject to immediate enforcement action by the Contracting Officer if these standards are not met. Contractor is responsible for training and safety precautions prescribed by OSHA regarding safety equipment and devices. Contractor personnel shall:

6.14.1.1 Be fully clothed at all times, to include upper garment to cover body from the waist to the neck and long pants or slacks. Garments, which have a message, slogan or printing of any kind other than the Contractor's business attire, are prohibited. Uniforms are acceptable.

6.14.1.2 Maintain a neat and professional appearance throughout its workforce, vehicles, equipment, and maintenance areas. Uniforms are acceptable. If uniforms are used, they must be in unison among all employees.

6.14.1.3 Not engage in loud or boisterous behavior, angry outbursts or use profane or abusive language at any time on Government premises. Playing radios and/or electronic games/devices shall only be done at lunchtime and in a designated break area. Due to the sensitive mission of the cemetery, Contractor employees shall come into daily contact with grieving individuals, therefore Contractor employees shall exercise and exhibit absolute decorum, courtesy, and respect while within the cemetery or at its perimeter or entrances. Inquiries from cemetery visitors shall be politely referred to Government cemetery staff. Gratuities of any kind are strictly prohibited.

6.14.1.4 Consume food and beverage only within areas designated by the cemetery director (or his/her designated representative). Intoxication, and violence or criminal acts of any kind shall not be tolerated and is cause for immediate removal from a Government Installation. Use or sale of intoxicating beverages and/or drugs is strictly prohibited and use of tobacco products is only allowed in specific areas designated by the cemetery director (or his/her designated representative).

6.14.1.5 Only take breaks/rest periods, lunch breaks and bathrooms breaks in the Contractor Break Area, designated by the cemetery director (or his/her designated representative), not in the field. Misconduct shall form the basis for immediate contract enforcement action, to include immediate removal from the cemetery.

6.14.2 The Contractor shall ensure that his/her employees (including Contractor Consultants, Sub-Contractors, etc.) are aware of all the terms and conditions set forth in the contract regarding their performance and conduct.

6.15 SAFETY

6.15.1 Matters related to safety, and any actions of the Contractor, must meet all safety requirements of the cemetery's Safety Officer, Department of Veterans Affairs, OSHA, and the State. It is the responsibility of the Contractor to be familiar with these requirements. The Contractor shall assign a safety representative who maintains regular and routine contact with the Safety Officer at the cemetery.

6.15.2 The Contractor is required to report all "on-the-job" injuries, all utility strikes, and all damage to government property incurred by the Contractor, its agents or employees, resulting from performance of this contract. Contractor shall verbally notify the COR within twenty-four (24) hours of the injury, utility strike or damage and provide details and exact location of the incident. Contractor shall follow up with a written notice to the COR within forty-eight (48) hours. Any Contractor (including its agents and employees) that knowingly files a false claim may be criminally prosecuted.

6.16 Warranties: The Contractor shall provide a General Warranty and guarantee all work for one (1) year from substantial completion. Any sub-contractor extended warranties provided to the Contractor shall be provided to the Government.

(END OF STATEMENT OF WORK)

INSTRUCTIONS, CONDITIONS AND OTHER STATEMENTS TO BIDDERS/OFFERORS

"Every action by contractor personnel at a national cemetery must be performed with the special care, reverence, dignity, and respect that acknowledges the cemetery as the final resting place that commemorates the service and sacrifice that service members, Veterans and their families made for our Nation. Critically important is the awareness required of the Contractor employees of the remains buried in the grounds where the work is performed. The utmost care must be given to these remains and the headstones and flat grave markers that mark those gravesites and memorialize the service of individuals."

2.1 52.236-27 SITE VISIT (CONSTRUCTION) (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) Site visits may be arranged during normal duty hours by contacting:

Name: Jim Jacobs

Address: Seven Pines National Cemetery

400 E Williamsburg Rd

Sandston, VA 23150

Telephone: 804-795-2031

(End of Provision)

2.2 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

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

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

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

(End of Provision)

<u>FAR Number</u>	<u>Title</u>	<u>Date</u>
52.215-1	INSTRUCTIONS TO OFFERORS—COMPETITIVE ACQUISITION	JAN 2004
52.236-28	PREPARATION OF PROPOSALS—CONSTRUCTION	OCT 1997

2.3 SUBCONTRACTING COMMITMENTS – MONITORING AND COMPLIANCE

This solicitation includes VAAR 852.215-70, Service-Disabled Veteran-Owned and Veteran-Owned Small Business Evaluation Factors, and VAAR 852.215-71, Evaluation Factor

Commitments. Accordingly, any contract resulting from this solicitation will include these clauses. The contractor is advised in performing contract administration functions, the CO may use the services of a support contractor(s) to assist in assessing contractor compliance with the subcontracting commitments incorporated into the contract. To that end, the support contractor(s) may require access to the contractor's business records or other proprietary data to review such business records regarding 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 compliance with the subcontracting commitments.

REPRESENTATIONS AND CERTIFICATIONS

3.0 EVALUATION FACTORS FOR AWARD

SELECTION CRITERIA

Proposals will be evaluated and award will be made to the responsible offeror with the lowest priced technically acceptable proposal as per FAR Part 15. There are no tradeoffs. Proposals will be evaluated for acceptability, but not ranked, using non-cost/price factors. Factors that will be evaluated to determine technical acceptability are technical plan/approach, schedule, safety, past performance, warranty and price. Responsibility determination will be made in accordance with FAR 9.1 Responsible Prospective Contractors. Cost will be evaluated on the basis of its realism and acceptability to the Government.

TECHNICAL EVALUATIONS: Weight as a percent is listed after factor

Evaluations will be based on the following technical criteria:

TECHNICAL PLAN/APPROACH 20%

The Offeror shall demonstrate the following, relevant to the subject procurement.

- a. Clearly describe the steps to be used and the personnel you will be assigning to the tasks. Include team members submitted under Project Personnel Experience above as well as others as appropriate. List the prime responsible firm and individuals as well as the roles and responsibilities of individuals proposed as consultants and subcontractors. Provide a list of all proposed major subcontractors, including telephone number, address, and name of contact.
- b. Project Personnel Experience (Specialized experience and technical competence). The Offeror shall demonstrate the relevant experience of key project personnel by supplying biographical data to include years with company, job related education, licensing & registration, as well as the position that the individual will hold in regard to this project team. The offeror's project team organization chart, narrative and experience of key personnel will be the basis for the evaluation. In VOL III the firm must include resumes of individuals below which shall demonstrate a minimum of 3 years' experience with projects of similar size and complexity:
 - Project Manager
 - Superintendent
 - QA/QC Manager

SCHEDULE 10%

The schedule will be evaluated on the basis of technical merit and approach to complete the project within the specified project duration.

The Offeror shall provide a proposed project schedule described below.

1. The progress schedule will be in a bullet pointed narrative form. All schedule items will show a start date and a completion date. The detailed schedule will indicate specific tasks with dates for each step of the process including:
Document submission, mobilization, demolition and removal, excavation and grading, place cement placement, joint installation, clean up and inspection.
2. Construction Period: Include project schedule of how contractor plans to accomplish the demolition, installation, upgrade, corrections, etc. required by the specifications and drawings of the solicitation and final inspection.
3. The Offeror shall specify how much allowance has been made for weather delays in the schedule, the days of the week and the hours of construction operations during each phase of the work.

SAFETY PLANNING AND EXECUTION 10%

Occupational Safety and Health (OS&H) performance history shall be evaluated in the awarding of this contract and assessment of contractor's ability to ensure a healthy and safe working environment.

Provide evidence of the following items:

1. Existence of an adequate written health and safety program.
2. Injury and illness statistics less than the construction industry average.
3. Participation in voluntary health and safety programs (such as the OSHA Voluntary Protection Program).
4. A well-defined and adequately resourced management system (including safety professionals)
5. Client assessments of safety and health performance on previous contracts.

PAST PERFORMANCE 55%

This factor will be evaluated on the basis of corporate project experience with projects of similar size, scope and complexity. Risk will be assessed based on amount of work, PPIRS, Experience, Experian and other information available.

- a. Construction Project Experience – The Offeror shall demonstrate experience with three (3) projects within the last 5 years.
- b. Client Overall Satisfaction -- Firm must provide three recent Past Performance Questionnaire. See Section D for form. The completed form shall be submitted as a part of Volume II (Past Performance).

WARRANTY 5%

Give specifics and periods of time.

PRICE

Cost will be evaluated on the basis of its realism and acceptability to the Government.

For further explanation of Volumes and submission instructions, please see Section E.

3.01 SOURCE SELECTION PROCESS - LOWEST PRICE TECHNICALLY ACCEPTABLE USING A CASCADING SET-ASIDE PROCEDURE

This procurement will be set aside using a Cascading Set-Aside Procedure. The Government will award at the highest possible tier. The tiers will be as follows:

- 1st tier- SDVOSB
- 2nd tier- VOSB
- 3rd tier- All other small businesses

This is a competitive Request for Proposal (RFP). The Government expects to obtain Best Value in this negotiated acquisition by using the Lowest Price Technically Acceptable (LPTA) Source Selection Approach under FAR Part 15.101-2. Award will be made on the basis of the lowest evaluated price of proposals meeting or exceeding the acceptability standards for non-cost factors.

All of the evaluation factors, except price, will be evaluated on a “Yes or No” basis. “Yes/No” Factors will define a standard of comparison for contract Requirements. Offeror’s proposals shall satisfy completely the Government Technical requirements, in order to be considered “Technically acceptable”, otherwise; they will fail to meet and will be considered “No”.

All complete proposals will be evaluated for acceptability. Afterwards, all technically acceptable proposals, those given a “Yes”, will be evaluated on the price factor to determine price reasonableness. The lowest reasonable price will be the determining factor amongst all technically accepted proposals.

METHOD OF AWARD – CASCADE PROCEDURES

This a competitive Request for Proposals using a Three Tier cascading set-aside procedure. The set-aside requirement will be as follows: First (1st) Tier: Service Disabled Veteran Owned Small Businesses (SDVOSB), Second (2nd) Tier: Veteran Owned Small Businesses, Third (3rd) Tier: All Other Small Businesses. Cascading process will be used in conjunction with FAR Part 15, Lowest Price Technically Acceptable source selection process.

Award will be made to a responsible offeror on the basis of the lowest evaluated price of proposals meeting or exceeding the acceptability standards for non-cost factors; only where adequate/sufficient competition is received at a given tier.

Adequate competition exists if; (1) proposals are received from at least two responsible offerors; (2) each of whom can satisfy the contract's requirements independently; (3) both contend for a contract which will be won by the offeror who submits the lowest evaluated price meeting or exceeding technical requirement and; (4) price is reasonable.

If adequate competition is met as described in (1) through (3) above and also meets the requirement in (4) award procedure will be initiated. If adequate competition is not met, or prices are not reasonable, competition will proceed at the next lower tier. The process through the tiers will be executed as needed.

3.1 52.204-3 TAXPAYER IDENTIFICATION (OCT 1998)

(a) *Definitions.*

"Common parent," as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

"Taxpayer Identification Number (TIN)," as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(b) All offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(d) *Taxpayer Identification Number (TIN).*

☐ TIN: _____

☐ TIN has been applied for.

☐ TIN is not required because:

☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

☐ Offeror is an agency or instrumentality of a foreign government;

☐ Offeror is an agency or instrumentality of the Federal Government.

(e) *Type of organization.*

- ☐ Sole proprietorship;
- ☐ Partnership;
- ☐ Corporate entity (not tax-exempt);
- ☐ Corporate entity (tax-exempt);
- ☐ Government entity (Federal, State, or local);
- ☐ Foreign government;
- ☐ International organization per 26 CFR 1.6049-4;
- ☐ Other _____

(f) *Common parent.*

☐ Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.

☐ Name and TIN of common parent:

Name _____

TIN _____

(End of Provision)

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

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 238220.

(2) The small business size standard is \$15 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)

3.3 52.211-3 AVAILABILITY OF SPECIFICATIONS NOT LISTED IN THE GSA INDEX OF FEDERAL SPECIFICATIONS, STANDARDS AND COMMERCIAL ITEM DESCRIPTIONS (JUN 1988)

The specifications cited in this solicitation may be obtained from:

Activity:

Complete Address:

Telephone Number:

Person to be Contacted:

Time(s) for Viewing:

The request should identify the solicitation number and the specification requested by date, title, and number, as cited in the solicitation.

(End of Provision)

3.4 52.211-1 AVAILABILITY OF SPECIFICATIONS LISTED IN THE GSA INDEX OF FEDERAL SPECIFICATIONS, STANDARDS AND COMMERCIAL ITEM DESCRIPTIONS, FPMR PART 101-29 (AUG 1998)

(a) The GSA Index of Federal Specifications, Standards and Commercial Item Descriptions, FPMR Part 101-29, and copies of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained for a fee by submitting a request to—

GSA Federal Supply Service
Specifications Section, Suite 8100
470 East L'Enfant Plaza, SW
Washington, DC 20407
Telephone (202) 619-8925
Facsimile (202) 619-8978.

(b) If the General Services Administration, Department of Agriculture, or Department of Veterans Affairs issued this solicitation, a single copy of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained free of charge by submitting a request to the addressee in paragraph (a) of this provision. Additional copies will be issued for a fee.

(End of Provision)

3.5 52.225-20 PROHIBITION ON CONDUCTING RESTRICTED BUSINESS OPERATIONS IN SUDAN—CERTIFICATION (AUG 2009)

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

"Business operations" means engaging in commerce in any form, including by acquiring, developing, maintaining, owning, selling, possessing, leasing, or operating equipment, facilities, personnel, products, services, personal property, real property, or any other apparatus of business or commerce.

"Marginalized populations of Sudan" means—

(1) Adversely affected groups in regions authorized to receive assistance under section 8(c) of the Darfur Peace and Accountability Act (Pub. L. 109-344) (50 U.S.C. 1701 note); and

(2) Marginalized areas in Northern Sudan described in section 4(9) of such Act.

"Restricted business operations" means business operations in Sudan that include power production activities, mineral extraction activities, oil-related activities, or the production of military equipment, as those terms are defined in the Sudan Accountability and Divestment Act of 2007 (Pub. L. 110-174). Restricted business operations do not include business operations that the person (as that term is defined in Section 2 of the Sudan Accountability and Divestment Act of 2007) conducting the business can demonstrate—

(1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;

(2) Are conducted pursuant to specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;

(3) Consist of providing goods or services to marginalized populations of Sudan;

(4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;

(5) Consist of providing goods or services that are used only to promote health or education; or

(6) Have been voluntarily suspended.

(b) *Certification.* By submission of its offer, the offeror certifies that the offeror does not conduct any restricted business operations in Sudan.

(End of Provision)

<u>FAR Number</u>	<u>Title</u>	<u>Date</u>
52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	AUG 2013
52.225-25	PROHIBITION ON CONTRACTING WITH ENTITIES ENGAGING IN CERTAIN ACTIVITIES OR TRANSACTIONS RELATING TO IRAN—REPRESENTATION AND CERTIFICATIONS	DEC 2012

GENERAL CONDITIONS

4.0 SBA ACT 8(d)(13)(B)

(B) NOTICE.—

(i) IN GENERAL.—A prime contractor for a covered contract shall notify in writing the contracting officer for the covered contract if the prime contractor pays a reduced price to a subcontractor for goods and services upon completion of the responsibilities of the subcontractor or the payment to a subcontractor is more than 90 days past due for goods or services provided for the covered contract for which the Federal agency has paid the prime contractor.

(ii) CONTENTS.—A prime contractor shall include the reason for the reduction in a payment to or failure to pay a subcontractor in any notice made under clause (i).

4.1 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 7 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 120 days after receipt of award. The time stated for completion shall include final cleanup of the premises.

The completion date is based on the assumption that the successful offeror will receive the notice to proceed by the Post Award Conf.. 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)

4.2 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)

4.3 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 238220 assigned to contract number VA786-14-C-02__.

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

(End of Clause)

4.4 52.222-99 - ESTABLISHING A MINIMUM WAGE FOR CONTRACTORS. (DEVIATION)

This clause implements Executive Order 13658, Establishing a Minimum Wage for Contractors, dated February 12, 2014, and OMB Policy Memorandum M-14-09, dated June 12, 2014.

(a) Each service employee, laborer, or mechanic employed in the United States (the 50 States and the District of Columbia) in the performance of this contract by the prime Contractor or any subcontractor, regardless of any contractual relationship which may be alleged to exist between the Contractor and service employee, laborer, or mechanic, shall be paid not less than the applicable minimum wage under Executive Order 13658. The minimum wage required to be paid to each service employee, laborer, or mechanic performing work on this contract between January 1, 2015, and December 31, 2015, shall be \$10.10 per hour.

(b) The Contractor shall adjust the minimum wage paid under this contract each time the Secretary of Labor's annual determination of the applicable minimum wage under section 2(a)(ii) of Executive Order 13658 results in a higher minimum wage. Adjustments to the Executive Order minimum wage under section 2(a)(ii) of Executive Order 13658 will be effective for all service employees, laborers, or mechanics subject to the Executive Order beginning January 1 of the following year. The Secretary of Labor will publish annual determinations in the Federal Register no later than 90 days before such new wage is to take effect. The Secretary will also publish the applicable minimum wage on www.wdol.gov (or any successor website). The applicable published minimum wage is incorporated by reference into this contract.

(c) The Contracting Officer will adjust the contract price or contract unit price under this clause only for the increase in labor costs resulting from the annual inflation increases in the Executive Order 13658 minimum wage beginning on January 1, 2016. The Contracting Officer shall consider documentation as to the specific costs and workers impacted in determining the amount of the adjustment.

(d) The Contracting Officer will not adjust the contract price under this clause for any costs other than those identified in paragraph (c) of this clause, and will not provide price adjustments under this clause that result in duplicate price adjustments with the respective clause of this contract implementing the

Service Contract Labor Standards statute (formerly known as the Service Contract Act) or the Wage Rate Requirements (Construction) statute (formerly known as the Davis Bacon Act).

(e) The Contractor shall include the substance of this clause, including this paragraph (e) in all subcontracts.

(End of clause)

4.5 52.223-1 BIOBASED PRODUCT CERTIFICATION (MAY 2012)

As required by the Farm Security and Rural Investment Act of 2002 and the Energy Policy Act of 2005 (7 U.S.C. 8102(c)(3)), the offeror certifies, by signing this offer, that biobased products (within categories of products listed by the United States Department of Agriculture in 7 CFR part 3201, subpart B) to be used or delivered in the performance of the contract, other than biobased products that are not purchased by the offeror as a direct result of this contract, will comply with the applicable specifications or other contractual requirements.

(End of Provision)

4.6 52.223-3 HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA (JAN 1997) ALTERNATE I (JUL 1995)

(a) "Hazardous material," as used in this clause, includes any material defined as hazardous under the latest version of Federal Standard No. 313 (including revisions adopted during the term of the contract).

(b) The offeror must list any hazardous material, as defined in paragraph (a) of this clause, to be delivered under this contract. The hazardous material shall be properly identified and include any applicable identification number, such as National Stock Number or Special Item Number. This information shall also be included on the Material Safety Data Sheet submitted under this contract.

Material (If none, insert "None")	Identification No.

(c) This list must be updated during performance of the contract whenever the Contractor determines that any other material to be delivered under this contract is hazardous.

(d) The apparently successful offeror agrees to submit, for each item as required prior to award, a Material Safety Data Sheet, meeting the requirements of 29 CFR 1910.1200(g) and the latest version of Federal Standard No. 313, for all hazardous material identified in paragraph (b) of this clause. Data shall be submitted in accordance with Federal Standard No. 313, whether or not the apparently successful offeror is the actual manufacturer of these items. Failure to submit the Material Safety Data Sheet prior to award may result in the apparently successful offeror being considered nonresponsible and ineligible for award.

(e) If, after award, there is a change in the composition of the item(s) or a revision to Federal Standard No. 313, which renders incomplete or inaccurate the data submitted under paragraph (d) of this clause, the Contractor shall promptly notify the Contracting Officer and resubmit the data.

(f) Neither the requirements of this clause nor any act or failure to act by the Government shall relieve the Contractor of any responsibility or liability for the safety of Government, Contractor, or subcontractor personnel or property.

(g) Nothing contained in this clause shall relieve the Contractor from complying with applicable Federal, State, and local laws, codes, ordinances, and regulations (including the obtaining of licenses and permits) in connection with hazardous material.

(h) The Government's rights in data furnished under this contract with respect to hazardous material are as follows:

(1) To use, duplicate and disclose any data to which this clause is applicable. The purposes of this right are to—

(i) Apprise personnel of the hazards to which they may be exposed in using, handling, packaging, transporting, or disposing of hazardous materials;

(ii) Obtain medical treatment for those affected by the material; and

(iii) Have others use, duplicate, and disclose the data for the Government for these purposes.

(2) To use, duplicate, and disclose data furnished under this clause, in accordance with subparagraph (h)(1) of this clause, in precedence over any other clause of this contract providing for rights in data.

(3) The Government is not precluded from using similar or identical data acquired from other sources.

(i) Except as provided in paragraph (i)(2) the Contractor shall prepare and submit a sufficient number of Material Safety Data Sheets (MSDS's), meeting the requirements of 29 CFR 1910.1200(g) and the latest version of Federal Standard No. 313, for all hazardous materials identified in paragraph (b) of this clause.

(1) For items shipped to consignees, the Contractor shall include a copy of the MSDS with the packing list or other suitable shipping document which accompanies each shipment. Alternatively, the Contractor is permitted to transmit MSDS's to consignees in advance of receipt of shipments by consignees, if authorized in writing by the Contracting Officer.

(2) For items shipped to consignees identified by mailing address as agency depots, distribution centers or customer supply centers, the Contractor shall provide one copy of the MSDS's in or on each shipping container. If affixed to the outside of each container, the MSDS must be placed in a weather resistant envelope.

(End of Clause)

4.7 52.223-4 RECOVERED MATERIAL CERTIFICATION (MAY 2008)

As required by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. 6962(c)(3)(A)(i)), the offeror certifies, by signing this offer, that the percentage of recovered materials content for EPA-designated items to be delivered or used in the performance of the contract will be at least the amount required by the applicable contract specifications or other contractual requirements.

(End of Provision)

4.8 52.223-15 ENERGY EFFICIENCY IN ENERGY-CONSUMING PRODUCTS (DEC 2007)

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

"Energy-efficient product"—

(1) Means a product that—

(i) Meets Department of Energy and Environmental Protection Agency criteria for use of the Energy Star trademark label; or

(ii) Is in the upper 25 percent of efficiency for all similar products as designated by the Department of Energy's Federal Energy Management Program.

(2) The term "product" does not include any energy-consuming product or system designed or procured for combat or combat-related missions (42 U.S.C. 8259b).

(b) The Contractor shall ensure that energy-consuming products are energy efficient products (i.e., ENERGY STAR® products or FEMP-designated products) at the time of contract award, for products that are—

(1) Delivered;

(2) Acquired by the Contractor for use in performing services at a Federally-controlled facility;

(3) Furnished by the Contractor for use by the Government; or

(4) Specified in the design of a building or work, or incorporated during its construction, renovation, or maintenance.

(c) The requirements of paragraph (b) apply to the Contractor (including any subcontractor) unless—

(1) The energy-consuming product is not listed in the ENERGY STAR® Program or FEMP; or

(2) Otherwise approved in writing by the Contracting Officer.

(d) Information about these products is available for—

(1) ENERGY STAR® at <http://www.energystar.gov/products>; and

(2) FEMP at http://www1.eere.energy.gov/femp/procurement/eeep_requirements.html

(End of Clause)

4.9 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:

NONE

(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)

4.10 52.225-10 NOTICE OF BUY AMERICAN REQUIREMENT—CONSTRUCTION MATERIALS (MAY 2014) ALTERNATE I (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 shall submit the request with its offer, including the information and applicable supporting data required by paragraphs (c) and (d) of the clause at FAR 52.225-9.

(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 construction material not listed by the Government in this 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)

4.11 52.228-13 ALTERNATIVE PAYMENT PROTECTIONS (JULY 2000)

(a) The Contractor shall submit one of the following payment protections:

a payment bond
an irrevocable letter of credit, or
a certificate of deposit.

(b) The amount of the payment protection shall be 100 percent of the contract price.

(c) The submission of the payment protection is required within 7 days of contract award.

(d) The payment protection shall provide protection for the full contract performance period plus a one-year period.

(e) Except for escrow agreements and payment bonds, which provide their own protection procedures, the Contracting Officer is authorized to access funds under the payment protection when it has been alleged in writing by a supplier of labor or material that a nonpayment has occurred, and to withhold such funds pending resolution by administrative or judicial proceedings or mutual agreement of the parties.

(f) When a tripartite escrow agreement is used, the Contractor shall utilize only suppliers of labor and material that signed the escrow agreement.

(End of Clause)

4.12 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

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

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

(End of Clause)

<u>FAR Number</u>	<u>Title</u>	<u>Date</u>
52.203-15	WHISTLEBLOWER PROTECTIONS UNDER THE AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009	JUN 2010
52.204-9	PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL	JAN 2011
52.204-10	REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS	JUL 2013
52.204-12	DATA UNIVERSAL NUMBERING SYSTEM NUMBER MAINTENANCE	DEC 2012
52.215-20	REQUIREMENTS FOR CERTIFIED COST OR PRICING DATA AND DATA OTHER THAN CERTIFIED COST OR PRICING DATA	OCT 2010
52.219-6	NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE	NOV 2011
52.222-1	NOTICE TO THE GOVERNMENT OF LABOR DISPUTES	FEB 1997
52.222-3	CONVICT LABOR	JUN 2003
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	JUL 2014
52.222-36	EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES	JUL 2014

52.222-50	COMBATING TRAFFICKING IN PERSONS	FEB 2009
52.223-2	AFFIRMATIVE PROCUREMENT OF BIOBASED PRODUCTS	SEP 2013
	UNDER SERVICE AND CONSTRUCTION CONTRACTS	
52.223-5	POLLUTION PREVENTION AND RIGHT-TO-KNOW	MAY 2011
	INFORMATION	
52.223-17	AFFIRMATIVE PROCUREMENT OF EPA-DESIGNATED	MAY 2008
	ITEMS IN SERVICE AND CONSTRUCTION CONTRACTS	
52.223-18	ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT	AUG 2011
	MESSAGING WHILE DRIVING	
52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES	JUN 2008
52.227-4	PATENT INDEMNITY—CONSTRUCTION CONTRACTS	DEC 2007
52.228-2	ADDITIONAL BOND SECURITY	OCT 1997
52.228-11	PLEDGES OF ASSETS	JAN 2012
52.228-14	IRREVOCABLE LETTER OF CREDIT	MAY 2014
52.232-5	PAYMENTS UNDER FIXED-PRICE CONSTRUCTION	MAY 2014
	CONTRACTS	
52.232-23	ASSIGNMENT OF CLAIMS	MAY 2014
52.232-27	PROMPT PAYMENT FOR CONSTRUCTION CONTRACTS	MAY 2014
52.232-34	PAYMENT BY ELECTRONIC FUNDS TRANSFER—OTHER	JUL 2013
	THAN SYSTEM FOR AWARD MANAGEMENT	
52.232-39	UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS	JUN 2013
52.232-40	PROVIDING ACCELERATED PAYMENTS TO SMALL	DEC 2013
	BUSINESS SUBCONTRACTORS	
52.233-1	DISPUTES	MAY 2014
52.233-3	PROTEST AFTER AWARD	AUG 1996
52.233-4	APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM	OCT 2004
52.236-2	DIFFERING SITE CONDITIONS	APR 1984
52.236-3	SITE INVESTIGATION AND CONDITIONS AFFECTING THE	APR 1984
	WORK	
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,	APR 1984
	EQUIPMENT, UTILITIES, AND IMPROVEMENTS	
52.236-10	OPERATIONS AND STORAGE AREAS	APR 1984
52.236-12	CLEANING UP	APR 1984
52.236-13	ACCIDENT PREVENTION	NOV 1991
52.236-13	ACCIDENT PREVENTION ALTERNATE I (APR 1984)	NOV 1991
52.236-14	AVAILABILITY AND USE OF UTILITY SERVICES	APR 1984
52.236-17	LAYOUT OF WORK	APR 1984
52.236-21	SPECIFICATIONS AND DRAWINGS FOR CONSTRUCTION	FEB 1997
52.236-26	PRECONSTRUCTION CONFERENCE	FEB 1995
52.236-27	SITE VISIT (CONSTRUCTION) ALTERNATE I (FEB 1995)	FEB 1995
52.242-14	SUSPENSION OF WORK	APR 1984
52.243-6	CHANGE ORDER ACCOUNTING	APR 1984
52.244-6	SUBCONTRACTS FOR COMMERCIAL ITEMS	JUL 2014
52.246-12	INSPECTION OF CONSTRUCTION	AUG 1996
52.246-21	WARRANTY OF CONSTRUCTION	MAR 1994
52.249-2	TERMINATION FOR CONVENIENCE OF THE	APR 2012
	GOVERNMENT (FIXED-PRICE)	
52.249-10	DEFAULT (FIXED-PRICE CONSTRUCTION)	APR 1984
52.253-1	COMPUTER GENERATED FORMS	JAN 1991

4.13 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)

4.14 VAAR 852.211-72 TECHNICAL INDUSTRY STANDARDS (JAN 2008)

The supplies or equipment required by this invitation for bid or request for proposal must conform to the standards of the and as to . The successful bidder or offeror will be required to submit proof that the item(s) he/she furnishes conforms to this requirement. This proof may be in the form of a label or seal affixed to the equipment or supplies, warranting that they have been tested in accordance with and conform to the specified standards. Proof may also be furnished in the form of a certificate from one of the above listed organizations certifying that the item(s) furnished have been tested in accordance with and conform to the specified standards.

(End of Provision)

4.15 VAAR 852.211-75 PRODUCT SPECIFICATIONS (JAN 2008)

The products offered under this solicitation shall be type so listed in the documents in Paragr 2.0, grade , in accordance with VA, IBC, NFPA, OSHA, NEC, IPC and ASHRA No. , dated and amendment dated , except for paragraphs and which are amended as follows:

None.

(End of Clause)

4.16 VAAR 852.215-70 SERVICE-DISABLED VETERAN-OWNED AND VETERAN-OWNED SMALL BUSINESS EVALUATION FACTORS (DEC 2009)

(a) In an effort to achieve socioeconomic small business goals, depending on the evaluation factors included in the solicitation, VA shall evaluate offerors based on their service-disabled veteran-owned or veteran-owned small business status and their proposed use of eligible service-disabled veteran-owned small businesses and veteran-owned small businesses as subcontractors.

(b) Eligible service-disabled veteran-owned offerors will receive full credit, and offerors qualifying as veteran-owned small businesses will receive partial credit for the Service-Disabled Veteran-Owned and Veteran-owned Small Business Status evaluation factor. To receive credit, an offeror must be registered and verified in Vendor Information Pages (VIP) database. (<http://www.VetBiz.gov>).

(c) Non-veteran offerors proposing to use service-disabled veteran-owned small businesses or veteran-owned small businesses as subcontractors will receive some consideration under this evaluation factor. Offerors must state in their proposals the names of the SDVOSBs and VOSBs with whom they intend to subcontract and provide a brief description of the proposed subcontracts and the approximate dollar values of the proposed subcontracts. In addition, the proposed subcontractors must be registered and verified in the VetBiz.gov VIP database (<http://www.vetbiz.gov>).

(End of Provision)

4.17 VAAR 852.215-71 EVALUATION FACTOR COMMITMENTS (DEC 2009)

The offeror agrees, if awarded a contract, to use the service-disabled veteran-owned small businesses or veteran-owned small businesses proposed as subcontractors in accordance with 852.215-70, Service-Disabled Veteran-Owned and Veteran-Owned Small Business Evaluation Factors, or to substitute one or more service-disabled veteran-owned small businesses or veteran-owned small businesses for subcontract work of the same or similar value.

(End of Clause)

4.18 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)

4.19 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)

4.20 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)

4.21 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)

4.22 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)

4.23 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)

4.24 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)

4.25 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)

4.26 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)

4.27 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)

4.28 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)

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

(a) The contractor shall submit with the schedule of costs, a progress schedule that indicates the anticipated installation of work versus the elapsed contract time, for the approval of the contracting officer. The progress schedule time shall be represented in the form of a bar graph with the contract time plotted along the horizontal axis. The starting date of the schedule shall be the date the contractor receives the "Notice to Proceed." The ending date shall be the original contract completion date. At a minimum, both dates shall be indicated on the progress schedule. The specific item of work, i.e., "Excavation", "Floor Tile", "Finish Carpentry", etc., should be plotted along the vertical axis and indicated by a line or bar at which time(s) during the contract this work is scheduled to take place. The schedule shall be submitted in triplicate and signed by the contractor.

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

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

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

(End of Clause)

4.30 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)

4.31 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)

4.32 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)

4.33 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)

4.34 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)

4.35 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)

4.36 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)

4.37 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)

**SECTION D - CONTRACT DOCUMENTS, EXHIBITS, OR
ATTACHMENTS**

Attachment 1 through Attachment 3

Attachment 1 Wage Determination

Attachment 2 Contractor Production Report

Attachment 3 Contractor Quality Control Report

Attachment 4 Contract Discrepancy Report (CDR)

Attachment 5 Past Performance Questionnaire

Attachment 1 Wage Determination

WD 05-2447 (Rev.-15) was first posted on www.wdol.gov on 08/05/2014

REGISTER OF WAGE DETERMINATIONS UNDER
THE SERVICE CONTRACT ACT
By direction of the Secretary of Labor

U.S. DEPARTMENT OF LABOR
EMPLOYMENT STANDARDS ADMINISTRATION
WAGE AND HOUR DIVISION
WASHINGTON D.C. 20210

Diane C. Koplewski Division of
Director Wage Determinations

Wage Determination No.: 2005-2447
Revision No.: 15
Date Of Revision: 07/25/2014

State: Pennsylvania

Area: Pennsylvania Counties of Berks, Cumberland, Dauphin, Juniata, Lancaster,
Lebanon, Mifflin, Montour, Northumberland, Perry, Snyder, Union

****Fringe Benefits Required Follow the Occupational Listing****

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		14.81
01012 - Accounting Clerk II		16.64
01013 - Accounting Clerk III		18.60
01020 - Administrative Assistant		21.90
01040 - Court Reporter		22.23
01051 - Data Entry Operator I		12.14
01052 - Data Entry Operator II		13.24
01060 - Dispatcher, Motor Vehicle		18.09
01070 - Document Preparation Clerk		13.74
01090 - Duplicating Machine Operator		13.91
01111 - General Clerk I		11.55
01112 - General Clerk II		12.62
01113 - General Clerk III		14.16
01120 - Housing Referral Assistant		19.71
01141 - Messenger Courier		11.60
01191 - Order Clerk I		12.19
01192 - Order Clerk II		14.87
01261 - Personnel Assistant (Employment) I		16.27
01262 - Personnel Assistant (Employment) II		18.20
01263 - Personnel Assistant (Employment) III		20.29
01270 - Production Control Clerk		19.92
01280 - Receptionist		12.17
01290 - Rental Clerk		12.94
01300 - Scheduler, Maintenance		15.61
01311 - Secretary I		15.61
01312 - Secretary II		17.68
01313 - Secretary III		19.71
01320 - Service Order Dispatcher		16.83
01410 - Supply Technician		21.90
01420 - Survey Worker		14.90
01531 - Travel Clerk I		12.01
01532 - Travel Clerk II		12.88
01533 - Travel Clerk III		13.80
01611 - Word Processor I		14.25
01612 - Word Processor II		15.84
01613 - Word Processor III		17.68
05000 - Automotive Service Occupations		
05005 - Automobile Body Repairer, Fiberglass		19.95
05010 - Automotive Electrician		18.12
05040 - Automotive Glass Installer		17.37
05070 - Automotive Worker		17.37
05110 - Mobile Equipment Servicer		15.88
05130 - Motor Equipment Metal Mechanic		18.68

05160 - Motor Equipment Metal Worker	17.37
05190 - Motor Vehicle Mechanic	18.68
05220 - Motor Vehicle Mechanic Helper	15.12
05250 - Motor Vehicle Upholstery Worker	16.62
05280 - Motor Vehicle Wrecker	17.37
05310 - Painter, Automotive	18.12
05340 - Radiator Repair Specialist	17.37
05370 - Tire Repairer	14.53
05400 - Transmission Repair Specialist	18.68
07000 - Food Preparation And Service Occupations	
07010 - Baker	12.53
07041 - Cook I	11.49
07042 - Cook II	12.85
07070 - Dishwasher	8.54
07130 - Food Service Worker	9.61
07210 - Meat Cutter	15.48
07260 - Waiter/Waitress	8.87
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	18.88
09040 - Furniture Handler	14.47
09080 - Furniture Refinisher	18.88
09090 - Furniture Refinisher Helper	15.75
09110 - Furniture Repairer, Minor	17.31
09130 - Upholsterer	19.54
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	11.05
11060 - Elevator Operator	11.05
11090 - Gardener	14.73
11122 - Housekeeping Aide	12.29
11150 - Janitor	12.29
11210 - Laborer, Grounds Maintenance	12.18
11240 - Maid or Houseman	9.52
11260 - Pruner	11.32
11270 - Tractor Operator	13.89
11330 - Trail Maintenance Worker	12.18
11360 - Window Cleaner	12.61
12000 - Health Occupations	
12010 - Ambulance Driver	13.73
12011 - Breath Alcohol Technician	17.37
12012 - Certified Occupational Therapist Assistant	21.31
12015 - Certified Physical Therapist Assistant	20.19
12020 - Dental Assistant	15.04
12025 - Dental Hygienist	27.49
12030 - EKG Technician	22.45
12035 - Electroneurodiagnostic Technologist	22.45
12040 - Emergency Medical Technician	13.73
12071 - Licensed Practical Nurse I	15.53
12072 - Licensed Practical Nurse II	17.37
12073 - Licensed Practical Nurse III	19.38
12100 - Medical Assistant	13.30
12130 - Medical Laboratory Technician	15.26
12160 - Medical Record Clerk	13.99
12190 - Medical Record Technician	14.00
12195 - Medical Transcriptionist	14.74
12210 - Nuclear Medicine Technologist	29.16
12221 - Nursing Assistant I	10.02
12222 - Nursing Assistant II	11.26
12223 - Nursing Assistant III	12.29
12224 - Nursing Assistant IV	13.79
12235 - Optical Dispenser	18.11
12236 - Optical Technician	15.63
12250 - Pharmacy Technician	13.18
12280 - Phlebotomist	13.79
12305 - Radiologic Technologist	24.57
12311 - Registered Nurse I	22.75
12312 - Registered Nurse II	27.84
12313 - Registered Nurse II, Specialist	27.84

12314 - Registered Nurse III	33.68
12315 - Registered Nurse III, Anesthetist	33.68
12316 - Registered Nurse IV	40.36
12317 - Scheduler (Drug and Alcohol Testing)	20.76
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	19.05
13012 - Exhibits Specialist II	23.61
13013 - Exhibits Specialist III	28.89
13041 - Illustrator I	18.66
13042 - Illustrator II	23.13
13043 - Illustrator III	28.30
13047 - Librarian	25.61
13050 - Library Aide/Clerk	10.60
13054 - Library Information Technology Systems Administrator	23.13
13058 - Library Technician	14.66
13061 - Media Specialist I	16.68
13062 - Media Specialist II	18.66
13063 - Media Specialist III	20.82
13071 - Photographer I	17.17
13072 - Photographer II	19.67
13073 - Photographer III	23.69
13074 - Photographer IV	28.98
13075 - Photographer V	35.06
13110 - Video Teleconference Technician	19.28
14000 - Information Technology Occupations	
14041 - Computer Operator I	16.25
14042 - Computer Operator II	18.18
14043 - Computer Operator III	20.28
14044 - Computer Operator IV	22.53
14045 - Computer Operator V	24.94
14071 - Computer Programmer I	21.66
14072 - Computer Programmer II	(see 1)
14073 - Computer Programmer III	(see 1)
14074 - Computer Programmer IV	(see 1)
14101 - Computer Systems Analyst I	(see 1)
14102 - Computer Systems Analyst II	(see 1)
14103 - Computer Systems Analyst III	(see 1)
14150 - Peripheral Equipment Operator	16.25
14160 - Personal Computer Support Technician	22.53
15000 - Instructional Occupations	
15010 - Aircrew Training Devices Instructor (Non-Rated)	28.57
15020 - Aircrew Training Devices Instructor (Rated)	34.57
15030 - Air Crew Training Devices Instructor (Pilot)	41.43
15050 - Computer Based Training Specialist / Instructor	28.57
15060 - Educational Technologist	27.95
15070 - Flight Instructor (Pilot)	41.43
15080 - Graphic Artist	20.05
15090 - Technical Instructor	23.54
15095 - Technical Instructor/Course Developer	28.80
15110 - Test Proctor	19.00
15120 - Tutor	19.90
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations	
16010 - Assembler	9.39
16030 - Counter Attendant	9.39
16040 - Dry Cleaner	12.07
16070 - Finisher, Flatwork, Machine	9.39
16090 - Presser, Hand	9.39
16110 - Presser, Machine, Drycleaning	9.39
16130 - Presser, Machine, Shirts	9.39
16160 - Presser, Machine, Wearing Apparel, Laundry	9.39
16190 - Sewing Machine Operator	12.84
16220 - Tailor	13.56
16250 - Washer, Machine	10.27
19000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	18.47
19040 - Tool And Die Maker	21.57

21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	15.01
21030 - Material Coordinator	20.74
21040 - Material Expediter	20.74
21050 - Material Handling Laborer	15.53
21071 - Order Filler	11.42
21080 - Production Line Worker (Food Processing)	15.01
21110 - Shipping Packer	13.40
21130 - Shipping/Receiving Clerk	13.40
21140 - Store Worker I	12.78
21150 - Stock Clerk	15.99
21210 - Tools And Parts Attendant	15.01
21410 - Warehouse Specialist	15.01
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	23.48
23021 - Aircraft Mechanic I	22.26
23022 - Aircraft Mechanic II	23.48
23023 - Aircraft Mechanic III	24.38
23040 - Aircraft Mechanic Helper	18.02
23050 - Aircraft, Painter	21.21
23060 - Aircraft Servicer	19.81
23080 - Aircraft Worker	20.71
23110 - Appliance Mechanic	21.05
23120 - Bicycle Repairer	14.53
23125 - Cable Splicer	28.34
23130 - Carpenter, Maintenance	19.67
23140 - Carpet Layer	17.11
23160 - Electrician, Maintenance	23.72
23181 - Electronics Technician Maintenance I	20.65
23182 - Electronics Technician Maintenance II	22.01
23183 - Electronics Technician Maintenance III	26.64
23260 - Fabric Worker	18.94
23290 - Fire Alarm System Mechanic	21.92
23310 - Fire Extinguisher Repairer	17.88
23311 - Fuel Distribution System Mechanic	23.48
23312 - Fuel Distribution System Operator	19.02
23370 - General Maintenance Worker	17.30
23380 - Ground Support Equipment Mechanic	22.26
23381 - Ground Support Equipment Servicer	19.81
23382 - Ground Support Equipment Worker	20.71
23391 - Gunsmith I	17.88
23392 - Gunsmith II	19.99
23393 - Gunsmith III	22.07
23410 - Heating, Ventilation And Air-Conditioning Mechanic	19.52
23411 - Heating, Ventilation And Air Contditioning Mechanic (Research Facility)	21.24
23430 - Heavy Equipment Mechanic	22.88
23440 - Heavy Equipment Operator	21.41
23460 - Instrument Mechanic	21.92
23465 - Laboratory/Shelter Mechanic	21.05
23470 - Laborer	14.89
23510 - Locksmith	18.32
23530 - Machinery Maintenance Mechanic	20.20
23550 - Machinist, Maintenance	20.59
23580 - Maintenance Trades Helper	14.97
23591 - Metrology Technician I	21.92
23592 - Metrology Technician II	22.95
23593 - Metrology Technician III	24.00
23640 - Millwright	24.50
23710 - Office Appliance Repairer	21.44
23760 - Painter, Maintenance	20.88
23790 - Pipefitter, Maintenance	23.41
23810 - Plumber, Maintenance	22.03
23820 - Pneudraulic Systems Mechanic	22.07
23850 - Rigger	22.07
23870 - Scale Mechanic	19.99

23890 - Sheet-Metal Worker, Maintenance	22.36
23910 - Small Engine Mechanic	18.10
23931 - Telecommunications Mechanic I	26.92
23932 - Telecommunications Mechanic II	27.98
23950 - Telephone Lineman	23.48
23960 - Welder, Combination, Maintenance	19.46
23965 - Well Driller	22.07
23970 - Woodcraft Worker	22.07
23980 - Woodworker	16.54
24000 - Personal Needs Occupations	
24570 - Child Care Attendant	11.43
24580 - Child Care Center Clerk	16.23
24610 - Chore Aide	11.03
24620 - Family Readiness And Support Services Coordinator	17.23
24630 - Homemaker	16.73
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	22.00
25040 - Sewage Plant Operator	19.78
25070 - Stationary Engineer	22.00
25190 - Ventilation Equipment Tender	16.76
25210 - Water Treatment Plant Operator	19.78
27000 - Protective Service Occupations	
27004 - Alarm Monitor	16.47
27007 - Baggage Inspector	12.52
27008 - Corrections Officer	22.18
27010 - Court Security Officer	22.18
27030 - Detection Dog Handler	16.29
27040 - Detention Officer	22.18
27070 - Firefighter	20.45
27101 - Guard I	12.52
27102 - Guard II	16.29
27131 - Police Officer I	26.75
27132 - Police Officer II	29.73
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	10.50
28042 - Carnival Equipment Repairer	11.56
28043 - Carnival Equipment Worker	8.96
28210 - Gate Attendant/Gate Tender	14.00
28310 - Lifeguard	11.03
28350 - Park Attendant (Aide)	15.57
28510 - Recreation Aide/Health Facility Attendant	11.37
28515 - Recreation Specialist	13.83
28630 - Sports Official	11.65
28690 - Swimming Pool Operator	18.30
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	18.86
29020 - Hatch Tender	18.86
29030 - Line Handler	18.86
29041 - Stevedore I	17.87
29042 - Stevedore II	19.86
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	35.77
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	24.66
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	27.16
30021 - Archeological Technician I	16.75
30022 - Archeological Technician II	19.39
30023 - Archeological Technician III	23.05
30030 - Cartographic Technician	23.05
30040 - Civil Engineering Technician	22.90
30061 - Drafter/CAD Operator I	16.63
30062 - Drafter/CAD Operator II	18.82
30063 - Drafter/CAD Operator III	20.75
30064 - Drafter/CAD Operator IV	25.52
30081 - Engineering Technician I	14.87
30082 - Engineering Technician II	16.68
30083 - Engineering Technician III	18.66

30084 - Engineering Technician IV	23.17
30085 - Engineering Technician V	28.33
30086 - Engineering Technician VI	34.27
30090 - Environmental Technician	24.75
30210 - Laboratory Technician	21.22
30240 - Mathematical Technician	23.05
30361 - Paralegal/Legal Assistant I	17.56
30362 - Paralegal/Legal Assistant II	23.32
30363 - Paralegal/Legal Assistant III	28.53
30364 - Paralegal/Legal Assistant IV	34.52
30390 - Photo-Optics Technician	23.05
30461 - Technical Writer I	19.51
30462 - Technical Writer II	23.85
30463 - Technical Writer III	28.88
30491 - Unexploded Ordnance (UXO) Technician I	22.74
30492 - Unexploded Ordnance (UXO) Technician II	27.51
30493 - Unexploded Ordnance (UXO) Technician III	32.97
30494 - Unexploded (UXO) Safety Escort	22.74
30495 - Unexploded (UXO) Sweep Personnel	22.74
30620 - Weather Observer, Combined Upper Air Or (see 2)	20.75
Surface Programs	
30621 - Weather Observer, Senior (see 2)	23.05
31000 - Transportation/Mobile Equipment Operation Occupations	
31020 - Bus Aide	11.83
31030 - Bus Driver	15.21
31043 - Driver Courier	14.56
31260 - Parking and Lot Attendant	9.56
31290 - Shuttle Bus Driver	15.49
31310 - Taxi Driver	9.90
31361 - Truckdriver, Light	15.49
31362 - Truckdriver, Medium	18.05
31363 - Truckdriver, Heavy	20.41
31364 - Truckdriver, Tractor-Trailer	20.41
99000 - Miscellaneous Occupations	
99030 - Cashier	8.64
99050 - Desk Clerk	10.46
99095 - Embalmer	27.90
99251 - Laboratory Animal Caretaker I	10.41
99252 - Laboratory Animal Caretaker II	11.04
99310 - Mortician	29.93
99410 - Pest Controller	14.50
99510 - Photofinishing Worker	10.53
99710 - Recycling Laborer	13.41
99711 - Recycling Specialist	15.28
99730 - Refuse Collector	12.45
99810 - Sales Clerk	12.47
99820 - School Crossing Guard	10.31
99830 - Survey Party Chief	20.86
99831 - Surveying Aide	14.29
99832 - Surveying Technician	18.40
99840 - Vending Machine Attendant	13.35
99841 - Vending Machine Repairer	15.35
99842 - Vending Machine Repairer Helper	13.35

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$4.02 per hour or \$160.80 per week or \$696.79 per month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; and 3 weeks after 8 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same

Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year, New Year's Day, Martin Luther King Jr's Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4174)

THE OCCUPATIONS WHICH HAVE NUMBERED FOOTNOTES IN PARENTHESES RECEIVE THE FOLLOWING:

1) COMPUTER EMPLOYEES: Under the SCA at section 8(b), this wage determination does not apply to any employee who individually qualifies as a bona fide executive, administrative, or professional employee as defined in 29 C.F.R. Part 541. Because most Computer System Analysts and Computer Programmers who are compensated at a rate not less than \$27.63 (or on a salary or fee basis at a rate not less than \$455 per week) an hour would likely qualify as exempt computer professionals, (29 C.F.R. 541.400) wage rates may not be listed on this wage determination for all occupations within those job families. In addition, because this wage determination may not list a wage rate for some or all occupations within those job families if the survey data indicates that the prevailing wage rate for the occupation equals or exceeds \$27.63 per hour conformances may be necessary for certain nonexempt employees. For example, if an individual employee is nonexempt but nevertheless performs duties within the scope of one of the Computer Systems Analyst or Computer Programmer occupations for which this wage determination does not specify an SCA wage rate, then the wage rate for that employee must be conformed in accordance with the conformance procedures described in the conformance note included on this wage determination.

Additionally, because job titles vary widely and change quickly in the computer industry, job titles are not determinative of the application of the computer professional exemption. Therefore, the exemption applies only to computer employees who satisfy the compensation requirements and whose primary duty consists of:

(1) The application of systems analysis techniques and procedures, including consulting with users, to determine hardware, software or system functional specifications;

(2) The design, development, documentation, analysis, creation, testing or modification of computer systems or programs, including prototypes, based on and related to user or system design specifications;

(3) The design, documentation, testing, creation or modification of computer programs related to machine operating systems; or

(4) A combination of the aforementioned duties, the performance of which requires the same level of skills. (29 C.F.R. 541.400).

2) AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

HAZARDOUS PAY DIFFERENTIAL: An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordinance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives.

Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving regrading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to

ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

**** UNIFORM ALLOWANCE ****

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations", Fifth Edition, April 2006, unless otherwise indicated. Copies of the Directory are available on the Internet. A links to the Directory may be found on the WHD home page at <http://www.dol.gov/esa/whd/> or through the Wage Determinations On-Line (WDOL) Web site at <http://wdol.gov/>.

REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE {Standard Form 1444 (SF 1444)}

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. {See Section 4.6 (C)(vi)} When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order

proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.

3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).

4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.

5) The contracting officer transmits the Wage and Hour decision to the contractor.

6) The contractor informs the affected employees.

Information required by the Regulations must be submitted on SF 1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" (the Directory) should be used to compare job definitions to insure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination.

Attachment 2 Contract Discrepancy Report

CONTRACT DISCREPANCY REPORT				
Contract Number:		Report No. for this Discrepancy:		
To: (Contractor/Manager's Name)		From: (Name of COR)		
5. Dates				
5a. Prepared:	5b. Returned by Contractor:	5c. Action Complete:		
Discrepancy or Problem: (Describe in detail. Include reference to PWS Directive; attach additional sheet if necessary.)				
<div style="border-bottom: 1px solid black; height: 15px; margin-bottom: 2px;"></div> <div style="border-bottom: 1px solid black; height: 15px; margin-bottom: 2px;"></div> <div style="border-bottom: 1px solid black; height: 15px; margin-bottom: 2px;"></div> <div style="border-bottom: 1px solid black; height: 15px; margin-bottom: 2px;"></div>				
Signature of Contracting Officer or COR:				
8a. To: (Contracting Officer and/or COR)		8b. From: (Contractor)		
9. Contractor Response as to Cause, Corrective Action and Actions to Prevent Recurrence: (attach additional sheet if necessary.)				
<div style="border-bottom: 1px solid black; height: 15px; margin-bottom: 2px;"></div> <div style="border-bottom: 1px solid black; height: 15px; margin-bottom: 2px;"></div> <div style="border-bottom: 1px solid black; height: 15px; margin-bottom: 2px;"></div>				
10a. Signature of Contractor Representative:			10b. Date:	
11. Government Evaluation: (Acceptance, partial acceptance, reflection; attach additional sheet if necessary.)				
<div style="border-bottom: 1px solid black; height: 15px; margin-bottom: 2px;"></div> <div style="border-bottom: 1px solid black; height: 15px; margin-bottom: 2px;"></div>				
12. Government Actions: (Reduced payment, cure notice, show cause, other)				
<div style="border-bottom: 1px solid black; height: 15px; margin-bottom: 2px;"></div> <div style="border-bottom: 1px solid black; height: 15px; margin-bottom: 2px;"></div>				
13. Close Out				
	Name	Title	Signature	Date
Contractor Notified				
b. COR				
c. CO				

Attachment 3 Contractor Production Report (ATTACH ADDITIONAL SHEETS IF NECESSARY)					DATE	
CONTRACT NO:		TITLE AND LOCATION			REPORT NO	
CONTRACTOR				SUPERINTENDENT		
AM WEATHER		PM WEATHER		MAX TEMP (F)		MIN TEMP (F)
WORK PERFORMED TODAY						
Schedule Activity No.	WORK LOCATION AND DESCRIPTION		EMPLOYER	NUMBER	TRADE	HRS
	CODE COMPLIANT					
	Is the installation of equipment and material code complaint?					
	If it is code compliant what specific requirement (section, number) does it meet?					
JOB SAFETY		WAS A JOB SAFETY MEETING HELD THIS DATE? (If YES attach copy of the meeting minutes)		<input type="checkbox"/> YES	<input type="checkbox"/> NO	TOTAL WORK HOURS ON JOB SITE, THIS DATE, INCL CONT SHEETS
		WERE THERE ANY LOST TIME ACCIDENTS THIS DATE? (If YES attach copy of completed OSHA report)		<input type="checkbox"/> YES	<input type="checkbox"/> NO	CUMULATIVE TOTAL OF WORK HOURS FROM PREVIOUS REPORT
		WAS CRANE/MANLIFT/TRENCHING/SCAFFOLD/HV ELEC/HIGH WORK/ HAZMAT WORK DONE? (If YES attach statement or checklist showing inspection performed.)		<input type="checkbox"/> YES	<input type="checkbox"/> NO	TOTAL WORK HOURS FROM START OF CONSTRUCTION
		WAS HAZARDOUS MATERIAL/WASTE RELEASED INTO THE ENVIRONMENT? (If YES attach description of incident and proposed action.)		<input type="checkbox"/> YES	<input type="checkbox"/> NO	
Schedule Activity No.	LIST SAFETY ACTIONS TAKEN TODAY/SAFETY INSPECTIONS CONDUCTED					<input type="checkbox"/> SAFETY REQUIREMENTS HAVE BEEN MET.
EQUIPMENT/MATERIAL RECEIVED TODAY TO BE INCORPORATED IN JOB (INDICATE SCHEDULE ACTIVITY NUMBER)						
Schedule Activity No.	Submittal #	Description of Equipment/Material Received				
CONSTRUCTION AND PLANT EQUIPMENT ON JOB SITE TODAY. INDICATE HOURS USED AND SCHEDULE ACTIVITY NUMBER.						
Schedule Activity No.	Owner	Description of Construction Equipment Used Today (incl Make and Model)				Hours Used
Schedule Activity No.	REMARKS					
By signing this report the signee is in agreement that the installations and information in this report are accurate, have been inspected and are compliant with the contract documents, specific code requirements and Specification Section 01-40-01 1.5						
CONTRACTOR/SUPERINTENDENT				DATE		

Attachment 4 Contractor Quality Control Report				DATE	
(ATTACH ADDITIONAL SHEETS IF NECESSARY)				REPORT NO	
PHASE	CONTRACT NO			CONTRACT TITLE	
PREPARATORY	WAS PREPARATORY PHASE WORK PERFORMED TODAY? YES <input type="checkbox"/> NO <input type="checkbox"/> IF YES, FILL OUT AND ATTACH SUPPLEMENTAL PREPARATORY PHASE CHECKLIST.				
	Schedule Activity No.	Definable Feature of Work			Index #
INITIAL	WAS INITIAL PHASE WORK PERFORMED TODAY? YES <input type="checkbox"/> NO <input type="checkbox"/> IF YES, FILL OUT AND ATTACH SUPPLEMENTAL INITIAL PHASE CHECKLIST.				
	Schedule Activity No.	Definable Feature of Work			Index #
FOLLOW-UP	WORK COMPLIES WITH CONTRACT AS APPROVED DURING INITIAL PHASE? YES <input type="checkbox"/> NO <input type="checkbox"/> WORK COMPLIES WITH SAFETY REQUIREMENTS? YES <input type="checkbox"/> NO <input type="checkbox"/>				
	Schedule Activity No.	Description of Work, Testing Performed & By Whom, Definable Feature of Work, Specification Section, Location and List of Personnel Present			
REWORK ITEMS IDENTIFIED TODAY (NOT CORRECTED BY CLOSE OF BUSINESS)			REWORK ITEMS CORRECTED TODAY (FROM REWORK ITEMS LIST)		
Schedule Activity No.	Description		Schedule Activity No.	Description	
REMARKS (Also Explain Any Follow-Up Phase Checklist Item From Above That Was Answered "NO"), Manuf. Rep On-Site, etc.					
Schedule Activity No.	Description				
On behalf of the contractor, I certify that this report is complete and correct and equipment and material used and work performed during this reporting period is in compliance with the contract drawings and specifications to the best of my knowledge except as noted in this report.					
AUTHORIZED QC MANAGER AT SITE				DATE	
GOVERNMENT QUALITY ASSURANCE REPORT					
DATE					
QUALITY ASSURANCE REPRESENTATIVE'S REMARKS AND/OR EXCEPTIONS TO THE REPORT					
Schedule Activity No.	Description				
GOVERNMENT QUALITY ASSURANCE MANAGER					
DATE					

Attachment 5 Past Performance Questionnaire

PAST PERFORMANCE QUESTIONNAIRE

INSTRUCTIONS: Offerors must identify previous federal, state, and local government and private contracts that they have completed and that are similar to the contract being evaluated. List at least three (3), but no more than five (5) contracts for evaluation limited to the last five (5) years. (One contract reference per form, Form may be duplicated)

NOTE: If you have performed any National Cemetery Administration contracts list them first.

Contractor (you) Information:

Name: _____

Address: _____

Telephone Number: _____

E-mail: _____

Contract Information:

Name of company/agency you provided service for: _____

Contract Number: _____

Type of Contract: _____

Contract Dollar Value: _____

Date of Award: _____

Status: Completed, Yes____ No____ If not completed, projected completion date_____

If not completed, why?_____

Were you the Prime? _____ were you the Sub? _____

Point of Contact Information for the company/agency you serviced:

Name of the Contract Person & their position: _____

Address: _____

Telephone Number: _____

E-mail: _____

Description of Supply/Service(s) provided, location & relevancy of work:

Complexity of Product/Service, if any:

Percentage of Work completed by your company/by subcontractor:

(End of Form)

SECTION E

SUBMISSION INSTRUCTIONS TO OFFERORS

Do not send back a copy of the complete solicitation. Only send the required documentation in 4 Volumes as shown below.

Photos of past work are not needed unless to demonstrate a **special** requirement of the work done at other sites that is relevant to this contract or is a special piece of equipment.

Submission through email is **not** accepted at this time.

a. PROPOSAL FILES

Format: The submission shall be clearly indexed and logically assembled.

- 1) Each volume shall be clearly identified and shall begin at the top of a page. All pages of each volume shall be appropriately numbered and identified by the complete company name, date, and solicitation number in the header and/or footer except as instructed in Volume I.B.
- 2) The information regarding the key personnel in Volumes I.A and I.B shall be in narrative form. Actual resumes are to be in Volume III.
- 3) Proposal page limitations are applicable to this procurement.
- 4) The table below indicates the applicable maximum page count for each volume of the Offeror's proposal.
- 5) All files shall be submitted as either Microsoft Excel (.xls) file, Acrobat Portable Document Format (.pdf) file, Word (.doc), or as compatible as indicated in the table.
- 6) Page size shall be no greater than 8 1/2" x 11". The top, bottom, left, and right margins shall be a minimum of one (1) inch each.
- 7) Font size shall be no smaller than 11-point. Arial or Times New Roman fonts are required. Characters shall be set at no less than normal spacing and 100% scale.
- 8) Tables and illustrations may use a reduced font size no smaller than eight (8)-point and may be landscape.
- 9) Line spacing shall be set at no less than single space.
- 10) Each paragraph shall be separated by at least one blank line.
- 11) Page numbers, company logos, and headers and footers may be within the page margins only and are not bound by the 11-point font requirement.
- 12) Technical/Management Approach Volume I.B shall be anonymous; it **shall not** have any names, logos or any other information that would allow a reader to discern the firm's name. This volume shall be anonymous in order to remove any potential bias from the evaluators. All identify features will be removed or marked over.
- 13) Footnotes to text shall not be added.
- 14) If the Offeror submits annexes, documentation, attachments or the like, not specifically required by this solicitation, such will count against the Offeror's page limitations unless otherwise indicated in the specific volume instructions below.

15) Pages in violation of these instructions, either by exceeding the margin, font, or spacing restrictions or by exceeding the total page limit for a particular volume, **will not be** evaluated.

16) The page count will be determined by counting the pages in the order they appear in the print layout view.

- b. Content Requirements: All information shall be confined to the appropriate file. The Offeror shall confine submissions to essential matters, sufficient to define the proposal, and provide an adequate basis for evaluation. Offerors are responsible for including sufficient details, in a concise manner, to permit a complete and accurate evaluation of each proposal. The titles and page limit requirements for each file are shown in the table below:

Volume	Factor	File Name	Page Limitations
Volume I.A	Technical Plan/Approach, Schedule	Company XYZ Tech.doc	10
Volume I.B	Technical Plan/Approach, Schedule - no logos, names, colors, clip art	Company XYZ Tech.doc	10
Volume II	Past Performance	Company XYZ Past Perf.doc/pdf	Only use Past Performance form, 3 references each for prime and any subs
Volume III	Price, Safety, 1442, Amendments, Certifications, Drawings, Resumes, Other requirements	Company XYZ Price.xls/pdf/doc	No Limits

A cover page and/or table of contents which are not required, will be included in the page count of the Technical Volume if included in the Volume.

A glossary of abbreviations or acronyms will not be included in the page count of the Technical Volume.

E.2 VENDOR PORTAL USAGE INFORMATION

- The Vendor Portal is a module of the Electronic Contract Management System (eCMS) that serves as a central location that allows for communication between VA Acquisition Staff and potential vendors.

- Vendors will need to visit the Vendor Portal (<https://www.vendorportal.ecms.va.gov>) to register.
- In the event an Offeror is unable to register for a user account and/or submit a proposal through the Vendor Portal prior to the proposal closing date, the vendor is to contact the VAAS helpdesk at 1-877-634-3739, or via email at VA.Acquisition.Systems@va.gov.
- If the deadline hits as you are uploading your documents, the portal will shut without giving notice it is doing so. The upload appears to be happening however, it never finishes.
- Once registered, vendors will be able to access/edit their profile, view solicitations/awards and submit bids/proposals as instructed.
- Vendors can submit questions via the Vendor Portal which can be answered directly within the Vendor Portal. When applicable, do remember that a formal amendment needs to be executed in eCMs.
- When Modifying a submission, please read instructions following this section. Doing it incorrectly leads to submissions being deleted by ecms.



eCMS v4.22

Vendor's Guide

April 2011

@CMS

Electronic Contract Management System

GUIDE FOR VENDORS ON HOW TO USE THE VAECMS VENDOR PORTAL



VAeCMS Vendor Portal (the production version): <https://www.vendorportal.ecms.va.gov>

This document includes data that shall not be disclosed outside the Government and shall not be duplicated, used, or disclosed -- in whole or in part -- for any purpose other than its intended purpose. This restriction does not limit the Government's right to use information contained in this data if it is obtained from another source without restriction. The data subject to this restriction are contained in sheets herein.



The VA Electronic Contract Management System (VAeCMS) is a comprehensive tool used by VA Acquisition staff to create and manage VA acquisitions. VAeCMS is used to manage the full acquisition lifecycle, including the announcement of solicitations to vendors and the receipt of vendor responses. There are three announcement mechanisms in VAeCMS: 1) VA Acquisition staff will continue to announce solicitations for full and open competition to FedBizOpps; 2) Solicitations against Federal Supply Schedule contracts and GWAC contracts can be posted through e-Buy; and 3) Solicitations against Multi-Agency Contracts (MAC), IDIQ contracts and other limited competition situations can be announced via the new VAeCMS Vendor Portal. Vendors can respond to solicitations posted through any of these means via the VAeCMS Vendor Portal, with the exception of solicitations posted via e-BUY. e-BUY postings do not appear in the Vendor Portal for vendor viewing.

This guide provides vendors with instructions on how to view and respond to solicitations and amendments via the VAeCMS Vendor Portal. Additionally, this guide includes instructions for viewing the Forecast of Contracting Opportunities reports. If you have any questions or need further assistance using the VAeCMS Vendor Portal, please do the following:



➡ Contact the VA Acquisition Systems Helpdesk via email at VA.Acquisition.Systems@va.gov or via phone at (877) 634-3739

➡ Access the [New User Help Documents](#) link on the Login Page

➡ Access the **Help Library** tab after logging into the Vendor Portal

Table of Contents

	Page
Editing Your Account Profile	1
Password Reset	2
Viewing Solicitations	4
Web-Based Q and A	7
Submitting Responses	9



Responding to Amendments

[14](#)

Viewing FCO Reports

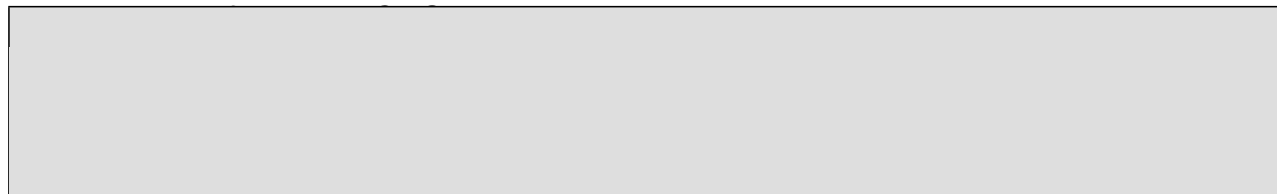
[16](#)

Frequently Asked Questions

[18](#)



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



profile.

- ☒ Log on to the VAeCMS Vendor Portal (via <https://www.vendorportal.ecms.va.gov>);



Step 1: ☒ Click on the

My Profile

tab.

- ☒ Confirm/Update the information.

NOTE: The red asterisks denote required fields;

- ☒ Click on  to save any changes or back out of the user profile screen by hitting the  to close without saving changes.

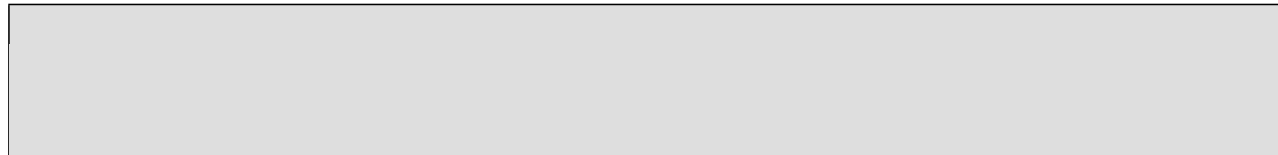
NOTE: Be sure to confirm your email address. VAeCMS will use the email address in your account profile to send notifications of solicitations to which your company has been invited to respond.

Step 2:

USER PROFILE	
Update your user information in the fields below and then press the Save button when you are done. Required fields are indicated by an asterisk	
* Login ID:	LHVPallet
Vendor:	#1 PALLET COMPANY, INC
* First Name:	Lori
Middle Initial:	A
* Last Name:	Huang
Work Phone:	
Other Phone:	
Fax:	
Address:	
City:	
State:	MD
ZIP Code:	
* Email:	lori.huang@aquilent.com
* Time Zone:	Eastern
Administrator:	<input checked="" type="checkbox"/>
If you wish to change your password, fill in the password fields below.	
Current Password:	
Enter New Password:	
Confirm Password:	
Update your security questions.	
<input type="button" value="Save"/>	



Congratulations! You have successfully updated your VAeCMS Vendor Portal account profile.



- ☒ From the Vendor Portal login screen, Click on the “[Forgot your Password?](#)” link.

Step 1:

VENDOR PORTAL LOGIN

User Name: FHJVAquilent

Password:

Log In

[Forgot your password?](#)

[Request a user account](#)

- ☒ Enter your Vendor Portal User Name and click the “Submit”.

Step 2:

VENDOR PORTAL LOGIN

Enter your Vendor Portal user name and click the "Submit" button to get started.

User Name: FHJVAquilent

Submit Cancel

[Request a user account](#)

- ☒ Enter the answer to the selected security

VENDOR PORTAL LOGIN

If you have forgotten your password, enter the answer to the selected security question below, then click the "Submit" button.



question below, and then click the “Submit” button.

Step 3:

- ☒ Once you have entered your answer to the selected security question, click “Done” to continue.

Step 4:

- ☒ An email will be sent to your email address with instruction.

Done

An email has been sent to your email address with instructions on how to reset your password. Press 'Done' to continue.



-
- ☒ Within the email that you have received, there will be a link for you to click on to reset your password.

Step 5:

UNITED STATES
DEPARTMENT OF VETERANS AFFAIRS

You have requested to reset your password for user name FHI\Aquilent. To reset your password click the following link: <http://vadev-vp.vaecpp.com/eVP/Login.aspx?Action=ResetPassword&code=ef6339a3-debf-4bfa-bfb2-84f54d348a4d>.

If you did not request a password reset contact the eCMS Help Desk.

[VA Home](#) | [Privacy Policy](#) | [FOIA](#) | [Web Policies](#) | [No FEAR Act Data](#) | [Site Index](#) | [USA.gov](#) | [White House](#) | [National Resource Directory](#) | [Inspector General](#)

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- ☒ Enter your New Password, which must be between 8 and 16 characters and contains at least one upper-case letter, one lower-case letter, and one number. No parts of your login ID can be in your password.

Step 6:

VENDOR PORTAL LOGIN

To reset your password, fill in the password fields below.

Enter New Password:

Confirm Password:

-
- ☒ Click Submit



Congratulations! You have successfully submitted a request for a password reset.



Step 1: Log on to the VAeCMS Vendor portal (via <https://www.vendorportal.ecms.va.gov>), you will enter at the **Solicitation Listing** Page.

(Optional) If desired, you can filter the list of solicitations by status, using the following steps:

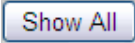
- ☒ Select a solicitation status from the dropdown list. **NOTE**

Status:	Current
Invited Solicitations:	All
Response Submitted:	Current
	Future
	Closed
	Cancelled
	Awarded

: Please refer to the FAQs section of this guide for an explanation of each solicitation status;

Step 2:

- ☒ Click on .

NOTE: To clear a filter, click on .

-
- ☒ From the **Solicitation Listing** Page, you can see summary level information about the solicitation, including:



Step 3:

DEPARTMENT OF VETERANS AFFAIRS

Failed Login Attempts: 1
Logout

HomeVeteran ServicesBusinessAbout VAMedia RoomLocationsContact Us

DEPARTMENT OF VETERAN AFFAIRS - VENDOR PORTAL

SolicitationsAwardsMy ProfileHelp LibraryEDI Upload

SOLICITATION LISTING

Solicitation Title Keyword / Solicitation #:

Enter a keyword, which will search against all solicitation titles, or the Solicitation Number.

To perform a wildcard search, use the * symbol (except as the first character.)

For example, to find test, tests or tester within solicitation titles, you can use the keyword: test*

To find all solicitations with VA-101 as part of the Solicitation #, you can use the search term: VA-101*

Posted Date:

90Days

Enter the number of days in the past between 0 and 365. If you would like to view all solicitations, leave the field blank.

Solicitation Type:

Select the solicitation type from the drop down list.

Status:

Current

Select the desired status. Note that responses can only be placed against open solicitations.

Invited Solicitations:

☐

Show only solicitations to which you have been invited.

Response Submitted:

☐

Show only solicitations to which you have responded.

Filter

Show All

Solicitation Name	Status	Start Time	Stop Time	Response Submitted	Q & A	Interested	Needs Attention	Leading Response	Total Responses	Actions
RFQ091210KSPFB01	Current	9/12/2010 9:17:35 PM (Eastern)	See Document	No	0/0	No	No			View Details
RFQ091210KSPFB01	Current	9/9/2010 4:30:50 PM (Eastern)	See Document	No	0/0	No	No			View Details
VADEV-101-10-RQ-2334	Current	9/30/2010 1:54:05 PM (Eastern)	9/30/2010 1:00:00 AM (Eastern)	No	0/0	No	No			View Details

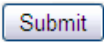
April 2011



- ✓ **Solicitation Name** – name/subject of solicitation
- ✓ **Status** – status of the solicitation
- ✓ **Start Time** – date and time at which vendors can begin to submit responses
- ✓ **Stop Time** – date and time after which responses cannot be submitted
- ✓ **Response Submitted** – indication of whether or not a response has been submitted by your company
- ✓ **Q&A** – indication of how many questions and answers available about the solicitation
- ✓ **Interested** – indication of whether or not you have requested to receive updates about the solicitation
- ✓ **Needs Attention** – A “yes” indicates that there was an amendment issued since your last response was submitted. See the “Responding to an Amendment” section of this guide
- ✓ **Leading Response** – in a Reverse Auction, this column will display the lowest response submitted by any vendor thus far. See the “FAQs” section of this guide for additional information on Reverse Auctions.
- ✓ **Total Responses** – in a Reverse Auction, this column will list the total number of vendors that have submitted a response thus far. See the “FAQs” section of this guide for additional information on Reverse Auctions.

- ✓ Click on the button.

[View Details](#)

- ✓ On the **Solicitation Details** page, under the *Solicitation Documents* section, click on the link for the associated file to open the solicitation document or any listed attachments. **NOTE:** After clicking on the file link, you may receive a File Download prompt. Click on “Open” to open the file or “Save” to save the file. Once opened, you can print the file(s), if desired;
- ✓ If you would like to be notified of any changes made to the solicitation, such as an amendment, click on the link next to the “Interested” label. On the next screen click on  to be added to the list of interested vendors.

Step 4:



NOTE: The "Interested" vendor link only shows for Full and Open solicitations.

DEPARTMENT OF VETERAN AFFAIRS - VENDOR PORTAL				
Solicitations	Awards	Administration	My Profile	Help Library
SOLICITATION DETAILS				
Solicitation ID: VADEV-101-10-RQ-2333				
Title: Purchase Request				
Type: RFQ				
Status: Current				
Start Date: 8/30/2010 1:19:55 PM (Eastern)				
End Date: 9/24/2010 1:00:00 AM (Eastern)				
Questions: 1 (Most Recent: 8/30/2010 1:32:23 PM)				
Answers: 0				
SOLICITATION DOCUMENTS				
Needs Attention	Solicitation Title	Date Submitted	Associated Files	
No	Purchase Request	8/30/2010 1:19:55 PM (Eastern)	VADEV-101-10-RQ-2333.doc	
SUBMITTED RESPONSES				
Name	Response Status	Date Submitted	Amount	Actions
* Response from Palette	Submitted	8/30/2010 1:40:35 PM (Eastern)	\$24,150.00	View Details Copy Response
Response from Palette	Submitted	8/30/2010 1:38:17 PM (Eastern)	\$23,900.00	View Details Copy Response
* - This is the response that is visible to the contracting officer when this solicitation closes.				
DRAFT RESPONSES				
There are no Responses in progress to display				
Back		Place New Response		Place No Offer

Congratulations! You have successfully viewed the solicitation including any attachments. Once the solicitation period begins (i.e. the solicitation has a status of "Current"), you can submit a response. See the *Submitting Responses* section of this guide for assistance with submitting a solicitation response.



☒ Log on to the Vendor Portal (via <https://www.vendorportal.ecms.va.gov>);

Step 1:

UNITED STATES
DEPARTMENT OF VETERANS AFFAIRS



FHD\Aquilent
Last Login: 9/9/2010 12:11:39 PM
Failed Login Attempts: 1
[Logout](#)

[Home](#) [Veteran Services](#) [Business](#) [About VA](#) [Media Room](#) [Locations](#) [Contact Us](#)

DEPARTMENT OF VETERANS AFFAIRS - VENDOR PORTAL

[Solicitations](#) [Awards](#) [My Profile](#) [Help Library](#) [EDI Upload](#)

SOLICITATION LISTING

Solicitation Title Keyword /
Solicitation #:

Enter a keyword, which will search against all solicitation titles, or the Solicitation Number.
To perform a wildcard search, use the * symbol (except as the first character.)
For example, to find test, tests or tester within solicitation titles, you can use the keyword:
test*
To find all solicitations with VA-101 as part of the Solicitation #, you can use the search
term: VA-101*

Posted Date:

Days

Enter the number of days in the past between 0 and 365. If you would like to view all
solicitations, leave the field blank.

Solicitation Type:

Select the solicitation type from the drop down list.

Status:

Select the desired status. Note that responses can only be placed against open solicitations.

Invited Solicitations:

☐

Show only solicitations to which you have been invited.

Response Submitted:

☐

Show only solicitations to which you have responded.

Solicitation Name	Status	Start Time	Stop Time	Response Submitted	Q & A	Interested	Needs Attention	Leading Response	Total Responses	Actions
RFQ091210KSPFB01	Current	9/12/2010 9:17:35 PM (Eastern)	See Document	No	Q / A	No	No			View Details
RFQ091210KSPFB01	Current	9/9/2010 4:30:50 PM (Eastern)	See Document	No	Q / A	No	No			View Details
RQ0373	Current	8/30/2010 1:54:05 PM (Eastern)	9/30/2010 1:00:00 AM (Eastern)	No	Q / A	No	No			View Details



- ☒ Locate the prerequisite solicitation and click on the Link located under the Q&A column.
-



On the **Question and Answer Listing** Page, click on the

Ask a New Question

button to access the **Questions and**

Answers

**Detail
Screen**
to
submit
a new
question.

Step 2:

QUESTION AND ANSWER LISTING	
Solicitation ID: VADEV-101-10-RQ-2333	
Title: Purchase Request	
Type: RFQ	
Status: Current	
Start Date: 8/30/2010 1:19:55 PM (Eastern)	
End Date: 9/24/2010 1:00:00 AM (Eastern)	
Answered: <input type="checkbox"/>	Filtering on Answered = 'Yes' returns only the questions that have responses.
Search Text: <input type="text"/>	Enter text to search for in the Q & A fields.
Just show mine: <input type="checkbox"/>	Check to only display questions submitted by your vendor.
<input type="button" value="Filter"/> <input type="button" value="Show All"/>	
Page: 1 of 1	
Submitted On: 8/30/2010 1:32:23 PM	
Question: 1 - solicitation period	
Will the solicitation period be extended?	
This question has not been answered yet	
<input type="button" value="Ask a New Question"/> <input type="button" value="Back"/>	




From the **Questions and Answers Detail Page**, enter a Question

Title, a Question, and click .

Step 3:

UNITED STATES DEPARTMENT OF VETERANS AFFAIRS		MYVA\AccBinding Last Login: 3/11/2010 1:11:24 PM Failed Login Attempts: 0 Logout
Home Veteran Services Business About VA Media Room Locations Contact Us		
Solicitations Awards Administration My Profile Help Library EDI Upload		
Question and Answer Details		
Solicitation ID: VA-101-10-0054		
Title: Telephone Services		
Type: RFQ		
Status: Current		
Start Date: 10/8/2009 4:07:41 PM (Eastern)		
End Date: 12/31/2020 1:00:00 AM (Eastern)		
Questions: 0	Interested: Yes	
Answers: 0		
Question Title: <input type="text"/>		
Question: <input type="text"/>		



 *Congratulations!* You have successfully conducted a web-based Q & A session.

**Step 1:**

Log on to the VAeCMS Vendor portal (via <https://www.vendorportal.ecms.va.gov>), you will enter at the **Solicitation Listing** Page.

(Optional) If desired, you can filter the list of solicitations by status, using the following steps:

Step 2:

- ☒ Select a solicitation status from the dropdown list.

NOTE: Please refer to the FAQs section of this guide for an explanation of each solicitation status;

- ☒ Click on **Filter** . **NOTE:** To clear a filter click on

Show All

Status: Current ▼

- Current
- Future
- Past
- Cancelled
- Awarded



Step 3:

Enter Keyword / Solicitation #: Enter a keyword, which will search against all solicitation titles, or the Solicitation Number. To perform a wildcard search, use the * symbol (except as the first character.)

Posted Date: Days Enter the number of days in the past between 0 and 365. If you would like to view all solicitations, leave the field blank.

Solicitation Type: Select the solicitation type from the drop down list.

Status: Select the desired status. Note that responses can only be placed against open solicitations.

Invited Solicitations: ☐ Show only solicitations to which you have been invited.

Response Submitted: ☐ Show only solicitations to which you have responded.

Solicitation Name	Status	Start Time	Stop Time	Response Submitted	Q & A	Interested	Needs Attention	Leading Response	Total Responses	Actions
RFQ091210KSPFB01 RFQ091210KSPFB01	Current	9/12/2010 9:17:35 PM (Eastern)	See Document	No	0 / 0	No	No			View Details
RQ0373 RQ0373	Current	9/9/2010 4:30:50 PM (Eastern)	See Document	No	0 / 0	No	No			View Details
VADEV-101-10-RQ-2334 Purchase Request	Current	8/30/2010 1:54:05 PM (Eastern)	9/30/2010 1:00:00 AM (Eastern)	No	0 / 0	No	No			View Details

2011

☑ From the **Solicitation Listing** Page, you can see summary level information about the solicitation, including

☑ **Solicitation Name** – name/subject of solicitation

☑ **Status** – status of the solicitation



-
- ✓ **Start Time** – date and time at which vendors can begin to submit responses
 - ✓ **Stop Time** – date and time after which responses cannot be submitted
 - ✓ **Response Submitted** – indication of whether or not a response has been submitted by your company
 - ✓ **Needs Attention** – A “yes” indicates that there was an amendment issued since your last response was submitted. See the “Responding to an Amendment” section of this guide
 - ✓ **Leading Response** – in a Reverse Auction, this column will display the lowest response submitted by any vendor thus far. See the “FAQs” section of this guide for additional information on Reverse Auctions.
 - ✓ **Total Responses** – in a Reverse Auction, this column will list the total number of vendors that have submitted a response thus far. See the “FAQs” section of this guide for additional information on Reverse Auctions;

✓ Click on the [View Details](#) button.

- ✓ Follow steps 5a - 7a to submit a new response;
- ✓ Follow Step 5a – 7a to submit a revised response from scratch;
- ✓ Follow steps 5b – 7b to submit a revised response by copying the previously submitted response; or

Step 4: ✓ Follow step 5c to submit a No Offer response.

Optional: If you want to ask the solicitation owner a question about the solicitation prior to placing your response:

- ✓ Click on the link next to the “Questions” label **Questions:** [Q](#)
- ✓ On the Question and Answer listing page you may ask a question by clicking [Ask a New Question](#)

- ✓ Enter a title and the details of your question and click [Save](#)

Step 4a: ✓ To see answers to questions submitted, you can click on the link from the solicitation listing page under Q&A or you may click either the question or answers link on the solicitation details page.



To submit a new response or a revised response from scratch:

Step 5a:



On the **Solicitation Details** Page, click on [Place New Response](#).



To enter pricing and comments:

☒ Enter a **Response Name**;

☒ Enter **Vendor Comments**, if desired;

☒ Enter the unit price for each line item
NOTE: If you are responding to a solicitation posted to FBO, the Line Items will not be displayed on the screen. You will need to include your pricing in your attachments;

Step 6a:

☒ Enter **Vendor Comments** at the Line Item level, if desired.

Line Item Number	Description	Line Item Comment	Unit of Measure	Quantity	Unit Price	Vendor Comments
0001	printers		ea	5.00	110.00	See specs attached
0002	fax		ea	4.00	75.00	See specs attached
Total:					\$850.00	

To add attachments:

☒ Under the **Response Attachments** section, click ;

☒ For each attachment, browse to locate the file, double-click on it and click ;

To submit the finalized response:

☒ Click ; and

☒ Click on the alert window.

Step 7a:

NOTE: To save the response as a draft without submitting it, click on instead.



To submit a revised response by copying a previously submitted response:

- ☒ On the **Solicitation Details** Page, click on the [Copy Response](#) link next to the previously submitted response;

Step 5b:

Submitted Responses				Place New Response	Place No Offer
Name	Response Status	Date Submitted	Amount	Actions	
* Ace Binding Proposal	Submitted	3/15/2010 11:45:43 AM (Eastern)	\$850.00	View Details Copy Response	

* - This is the response that is visible to the contracting officer when this solicitation closes.



☒ Edit the **Response Name**, if desired; ☒ Edit the **Vendor Comments**, if desired;

- ☒ Edit the unit pricing for the line Item(s), if desired; and Edit the
☒ Item Level Vendor Comments, if desired

NOTE: When copying a previous response, the attachments to the response are also copied, so be sure to update them as necessary by following step 7b.

Step 6b:

Copy Response

Solicitation ID: VA-101-10-0054
Title: Telephone Services
Type: RFQ
Status: Current
Start Date: 10/8/2009 4:07:41 PM (Eastern)
End Date: 12/31/2020 1:00:00 AM (Eastern)

Questions: [0](#) **Interested:** [Yes](#)
Answers: [0](#)

Response Name: *(Required)*
Enter a descriptive name for this Response.

Vendor Comments:

This proposal reflects 10% off of list price.

Line Items:

Line Item Number	Description	Line Item Comment	Unit of Measure	Quantity	Unit Price	Vendor Comments
0001	printers		ea	5.00	<input type="text" value="110.0000"/>	<input type="text"/>
0002	fax		ea	4.00	<input type="text" value="75.0000"/>	<input type="text"/>
Total:					<input type="text" value="\$850.00"/>	



To remove attachments:

- ☑ Under the **Response Attachments** section, check
 - ☑ the box under Remove; and
- ☑ Click on the [Remove attachments](#) link;

File Name	Remove
Ace Binding Proposal.docx	<input type="checkbox"/>

File to attach:

[Remove attachments](#)

NOTE: Adding or removing an attachment will save this response.

To add attachments:

Step 7b:

- ☑ Under the **Response Attachments** section, click ;
- ☑ For each attachment, browse to locate the file, double-click on it and click ;



To submit a No Offer response (**NOTE:** Submitting “No Offer” informs VA that your company has made an intentional decision not to submit a response to the solicitation.):

- ☒ On the
Solicitation
on
Details
Page,
click on

Place No Offer

;

Step 5c:

- ☒ Enter
Vendor
Comments,
if desired.
NOTE: You

may wish to
indicate why
you are

submitting a “No Offer” (e.g. you are unable to supply the product or service being requested);

- ☒ Click **Submit No Offer** ;

Enter No Offer Response
Solicitation ID: VA-101-10-0054
Title: Telephone Services
Type: RFQ
Status: Current
Start Date: 10/8/2009 4:07:41 PM (Eastern)
End Date: 12/31/2020 1:00:00 AM (Eastern)
Questions: [0](#) **Interested:** [Yes](#)
Answers: [0](#)
Response Name: (Required)
Enter a descriptive name for this Response.

You are submitting a 'No Response' response. This removes you from consideration as a vendor for this solicitation. Please enter the reason or reasons you do not wish to respond in the Vendor Comments section below.

Vendor Comments:

Line Items:

Line Item Number	Description	Line Item Comment	Unit of Measure	Quantity	Unit Price	Vendor Comments
0001	printers		ea	5.00	<input type="text"/>	<input type="text"/>
0002	fax		ea	4.00	<input type="text"/>	<input type="text"/>
Total:					<input type="text" value="\$0.00"/>	

Congratulations! You have successfully submitted a solicitation response(s). Once the solicitation period closes, the VA Contracting Officer will see the last finalized response submitted by your company.



VAeCMS Vendor Portal.

☑ From the **Solicitation Listings** Page, locate the solicitation; and

☑ Click on the [View Details](#) link.

NOTE: If a solicitation is amended after your company has submitted a response, the “Needs Attention” column will indicate “Yes”, which means you need to view the amendment and respond.

Step 1:

Solicitation Name	Status	Start Time	Stop Time	Response Submitted	Q & A	Interested	Needs Attention	Pending Response	Total Responses	Actions
VA-101-10-0054 Telephone Services	Current	10/8/2009 4:07:41 PM (Eastern)	12/31/2020 1:00:00 AM (Eastern)	Yes	0 / 0	Yes	Yes			View Details
VADEV-Pri-08-RQ-1330 Standard Solicitation - Pricing visible before close	Current	10/7/2009 4:33:07 PM (Eastern)	See Document	No	0 / 0		No			View Details

Any amendments will be listed under the *Associated Files* column on the **Solicitation Details** Page. Each amendment and any attachments should be closely inspected to determine the exact modifications that it includes.

**Step 2:**

Solicitation Documents			
Needs Attention	Solicitation Title	Date Submitted	Associated Files
No	Telephone Services	10/8/2009 4:07:41 PM (Eastern)	VA-101-10-0054.DOC VA-101-10-0054.DOC

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Submitting a revised response based on the amendment(s) automatically acknowledges the amendment(s) released since your last response was submitted.

If a new amendment modifies the line items of the solicitation, any previously submitted responses will no longer be line item compliant. Thus a new response will need to be submitted that matches the updated cost structure of the solicitation.

To view the amendment(s) and any attachment(s): Click on the



link for the associated file to open it; and Click on “Open” or



“Save” when prompted.

Step 3:




To submit a revised response (NOTE: If the amendment impacts the line items, you need to submit a revised response.):

- ☒ Follow steps 5a & 7a in the “Submit a Response” section of this guide to submit a revised quote from scratch;

-or-

- Step 4:**
- ☒ Follow steps 5b & 6b in the “Submit a Response” section of this guide to copy the last submitted response.

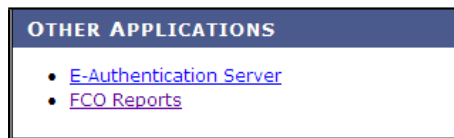
 *Congratulations!* You have successfully responded to a solicitation amendment(s) via the VAeCMS Vendor Portal.



- ☒ Go to the VAeCMS Vendor Portal Login screen
(via <https://www.vendorportal.ecms.va.gov>);

Step 1:

- ☒ Click the [FCO Reports](#) link under Other Applications on the lower left hand corner of the Vendor Portal homepage.

Step 2:



- ☒ Select the desired query from the links on the left Navigation Pane.

Health Care
Benefits
Burial & Memorials
OSDBU Home
Main
Entire VA FCO Query
Centralized Facilities FCO Query
State FCO Query (Map Version)
State FCO Query (Text Version)
VISN FCO Query (Map Version)
VISN FCO Query (Text Version)
Business Resources
Contact Admin

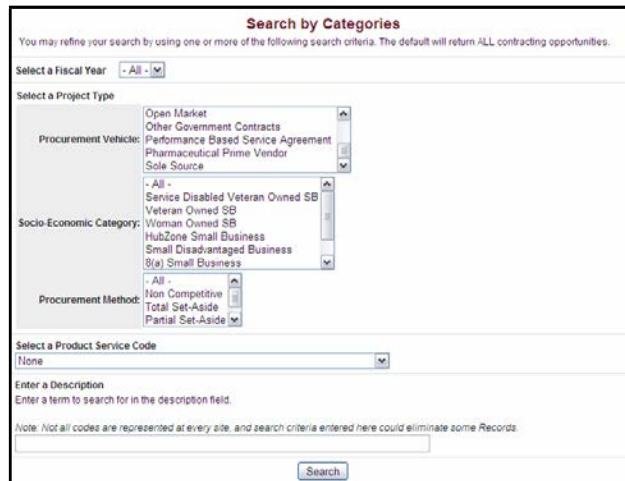




Based on the Query selected in step 3, enter additional filtering details.


 Click on .


Step 4: **Note:** Once it generates You may save the report in a variety of file formats and/or print the report.





Search by Categories


You may refine your search by using one or more of the following search criteria. The default will return ALL contracting opportunities.


Select a Fiscal Year:  All


Select a Project Type:  Open Market

Procurement Vehicle:  Other Government Contracts

Socio-Economic Category:  All


Procurement Method:  Non Competitive


Select a Product Service Code:  None

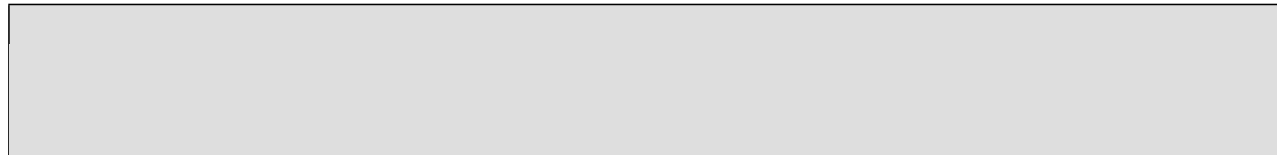
Enter a Description: 

Enter a term to search for in the description field.

Note: Not all codes are represented at every site, and search criteria entered here could eliminate some Records.



 **Congratulations!** You have successfully executed a VA Forecast of Contracting Opportunities report.



Contact the VA Acquisition Systems Helpdesk at VA.Acquisition.Systems@va.gov or (877) 634-3739.

There are four possible solicitation statuses.

- **Current** – means that the solicitation period has started and vendor responses can be submitted.
- **Future** – means that the solicitation has been released by the Contracting Officer but the solicitation period has not yet started and responses cannot yet be entered.
- **Past** – means that the solicitation period has ended and responses can no longer be submitted.
- **Cancelled** – means that the solicitation has been cancelled by the Contracting Officer and responses cannot be submitted.
- **Awarded** – means that at least one award has been made from the solicitation.

Yes. Anyone from your company with a VAeCMS Vendor Portal account may submit responses on behalf of your company. So, it is important to coordinate the submission of solicitation responses, so that the appropriate person is submitting the final response.

No. The VAeCMS Vendor Portal is only used for solicitations for limited competitions (e.g. against Multiagency Contracts (MAC) and IDIQ Contracts). Solicitations posted to FedBizOpps are available in the VAeCMS Vendor Portal for viewing and response submittal.



No. You can only respond to those solicitations with a “Current” status.



No. Remember that anyone in your company with a VAeCMS Vendor Portal account can submit responses on behalf of your company. So check with the other users to determine who has already submitted a response. Also, clicking “View Details” will allow you to view the details of the response that has already been submitted.

It depends. In VAeCMS, VA Contracting Officers can choose between two different types of postings: a “**Standard Solicitation**” or a “**Reverse Auction**”. With a “**Reverse Auction**”, you will be able to see the amount of the lowest response submitted by any vendor thus far under the “Leading Quote” column. You cannot see which vendor supplied the lowest amount but you can see what the amount is. You will also be able to see how many vendors have submitted a response thus far under the “Total Quotes” column. For a “**Standard Solicitation**”, you will not be able to see the lowest response submitted nor the number of vendors who have responded.

Submitting a “No Offer” informs VA that your company has decided not to submit a response to the solicitation. In the comments section, you have the ability to supply information that will go back to the VA Contracting Officer, for example an explanation for why you are submitting a “No Offer” response (e.g. your company cannot provide the product or service being requested.)

Submitting a revised response after an amendment has been posted automatically acknowledges the amendment.

NOTE: If a new amendment modifies the line items of the solicitation, any previously submitted responses will no longer be line item compliant. In this case a revised response **must** be submitted that matches the updated cost structure of the solicitation.

Once you submit a question, the Contracting Officer has visibility of your question and may submit a response. Any vendor who has access to the solicitation will be able to see the list of questions and answers; however, the author of each question will remain anonymous.





VAeCMS Vendor
Guide prepared by:
Department of
Veterans Affairs

Office of Acquisition, Logistics and
Construction Enterprise
Acquisition Systems Service
(001AI-E)

Please send comments
to VA.AcquisitionSystems@va.gov