

<b>SOLICITATION, OFFER, AND AWARD</b> (Construction, Alteration, or Repair)	1. SOLICITATION NO. VA248-14-R-1771	2. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)	3. DATE ISSUED 12-16-2014	PAGE OF PAGES 1 of 133
	<b>IMPORTANT - The "offer" section on the reverse must be fully completed by offeror.</b>			

4. CONTRACT NO.  CODE	5. REQUISITION/PURCHASE REQUEST NO. 573-15-1-3285-0009	6. PROJECT NO. 573-15-103
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7. ISSUED BY Department of Veterans Affairs Network Contracting Activity 8 Malcom Randall VA Medical Center 1601 SW Archer Road, Room E508-1 Gainesville FL 32608-1135	573	8. ADDRESS OFFER TO See Block 7
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9. FOR INFORMATION CALL:	A. NAME WILLIAM CLARK	B. TELEPHONE NO. (Include area code) (NO COLLECT CALLS) 352-376-1611 X 4581
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**SOLICITATION**

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

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

PROJECT TITLE: RENOVATE CANTEEN (Design-Build)  
PROJECT LOCATION: MALCOM RANDALL VA MEDICAL CENTER, GAINESVILLE, FL

Project set aside for Service Disabled Veteran Owned Small Businesses (SDVOSB). SDVOSB must certified in vetbiz.gov prior to Phase 1 proposal submission. Phase 1 proposals from non-SDVOSB certified firms will not be considered.

Project Estimate: \$500,000 to \$1 MIL. This is the estimated range for both design and construction.

Site Visit - Thursday, January 8, 2014, 1:00 PM. Attendees should meet in the Hospital Auditorium.

Phase 1 proposals are due Friday, January 23, 2015, 2:00 PM (local).  
Phase 1 proposals DO NOT require a Bid Bond.

Phase 2 proposal due date to be determined at a later date. Those offerors invited to offer a Phase 2 proposal will be notified of this date.

Davis Bacon: Applicable for this project.

Offer Guarantee (Bid Bond): Phase 2 proposal only.

11. The Contractor shall begin performance within 10 calendar days and complete it within 365 calendar days after receiving  award,  notice to proceed. This performance period is  mandatory,  negotiable. (See 52.211-10.)

12A. THE CONTRACTOR MUST FURNISH ANY REQUIRED PERFORMANCE AND PAYMENT BONDS? (If "YES," indicate within how many calendar days after award in Item 12B.) <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	12B. CALENDAR DAYS 10
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13. ADDITIONAL SOLICITATION REQUIREMENTS:
- A. Sealed offers in original and 3 copies to perform the work required are due at the place specified in Item 8 by 2:00 PM (Local) (hour) local time 01-23-2015 (date). If this is a sealed bid solicitation, offers must be publicly opened at that time. Sealed envelopes containing offers shall be marked to show the offeror's name and address, the solicitation number, the date and time offers are due
  - B. An offer guarantee  is,  is not required.
  - C. All offers are subject to the (1) work requirements, and (2) other provisions and clauses incorporated in the solicitation in full text or by reference
  - D. Offers providing less than 120 calendar days for Government acceptance after the date offers are due will not be considered and will be rejected.



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**A.1 PRICE SCHEDULE****Price Offer Schedule – To be submitted with PHASE 2 Proposal ONLY**

Description	U/I	QTY	UNIT PRICE	TOTAL PRICE
<p><b>ITEM 1</b> –Design and Construction Services necessary to accomplish Project# 573-15-103, “Design-Build - Renovate Canteen”, located in Building #1, at the Malcom Randall VA Medical Center, Gainesville, FL. Project includes, but is not limited to, the complete re-design of the current Canteen area, followed by the completion renovation of the re-designed area.</p>	JB	1	\$_____	\$_____

## **INSTRUCTIONS, CONDITIONS AND OTHER STATEMENTS TO BIDDERS/OFFERORS**

### **2.1 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)

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

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

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

(End of Provision)

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

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

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

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

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

(End of Provision)

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

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

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

Goals for minority participation for each trade	Goals for female participation for each trade
20.6%	6.9 %

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

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

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

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

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

(End of Provision)

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

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

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

(c) Evaluation of offers.

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

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

(d) Alternate offers.

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

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

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

- (i) Will be rejected as nonresponsive if this acquisition is conducted by sealed bidding; or
- (ii) May be accepted if revised during negotiations.

(End of Provision)

## **2.6 52.228-1 BID GUARANTEE (SEP 1996)**

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

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

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

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

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

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

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

(End of Provision)

## **2.7 52.233-2 SERVICE OF PROTEST (SEP 2006)**

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

William Clark, Contracting Officer  
Hand-Carried Address:  
Department of Veterans Affairs  
Malcom Randall VA Medical Center  
1601 S.W. Archer Road  
Gainesville FL 32608-1135

Mailing Address: SAME

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

(End of Provision)

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

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

(b) An organized site visit has been scheduled for— Thursday, January 8, 2014 at 1:00 PM.

(c) Participants will meet at— Auditorium, Malcom Randall VA Medical Center, Gainesville, FL.

(End of Provision)

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

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

(End of Clause)

## **2.10 VAAR 852.233-70 PROTEST CONTENT/ALTERNATIVE DISPUTE RESOLUTION (JAN 2008)**

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

(1) Include the name, address, fax number, and telephone number of the protester;

(2) Identify the solicitation and/or contract number;

(3) Include an original signed by the protester or the protester's representative and at least one copy;

(4) Set forth a detailed statement of the legal and factual grounds of the protest, including a description of resulting prejudice to the protester, and provide copies of relevant documents;

(5) Specifically request a ruling of the individual upon whom the protest is served;

(6) State the form of relief requested; and

(7) Provide all information establishing the timeliness of the protest.

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

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

## **2.11 VAAR 852.233-71 ALTERNATE PROTEST PROCEDURE (JAN 1998)**

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

(End of Provision)

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

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

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

Director, Office of Construction and Facilities Management  
811 Vermont Avenue, N.W.  
Washington, DC 20420

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

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

(End of Provision)

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

This solicitation includes VAAR 852.219-10 VA Notice of Total Service- Disabled Veteran-Owned Small Business Set-Aside. Accordingly, any contract resulting from this solicitation will include this clause. The contractor is advised in performing contract administration functions, the CO may use the services of a support contractor(s) retained by VA to assist in assessing the contractor's compliance with the limitations on subcontracting or percentage of work performance requirements specified in the clause. To that end, the support contractor(s) may require access to contractor's offices where the contractor's business records or other proprietary data are retained and to review such business records regarding the contractor's compliance with this requirement. All support contractors conducting this review on behalf of VA will be required to sign an "Information Protection and Non-Disclosure and Disclosure of Conflicts

of Interest Agreement” to ensure the contractor's business records or other proprietary data reviewed or obtained in the course of assisting the CO in assessing the contractor for compliance are protected to ensure information or data is not improperly disclosed or other impropriety occurs. Furthermore, if VA determines any services the support contractor(s) will perform in assessing compliance are advisory and assistance services as defined in FAR 2.101, Definitions, the support contractor(s) must also enter into an agreement with the contractor to protect proprietary information as required by FAR 9.505-4, obtaining access to proprietary information, paragraph (b). The contractor is required to cooperate fully and make available any records as may be required to enable the CO to assess the contractor's compliance with the limitations on subcontracting or percentage of work performance requirement.

(End of Clause)

## **2.14 PARTNERING**

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

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

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

## REPRESENTATIONS AND CERTIFICATIONS

### 3.1 52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (MAY 2014)

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

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

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

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

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

(i) Paragraph (d) applies.

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

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

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

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

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

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

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

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

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

(A) Are not set aside for small business concerns;

(B) Exceed the simplified acquisition threshold; and

(C) Are for contracts that will be performed in the United States or its outlying areas.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(C) If the acquisition value is \$50,000 or more but is less than \$79,507, the provision with its Alternate II applies.

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

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

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

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

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

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

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

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

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

(A) Basic.

(B) Alternate I.

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

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

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

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

(vi) 52.227-6, Royalty Information.

(A) Basic.

(B) Alternate I.

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

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

FAR Clause #	Title	Date	Change

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

(End of Provision)

**3.2 52.209-5 REPRESENTATION BY CORPORATIONS REGARDING AN UNPAID TAX LIABILITY OR A FELONY CONVICTION UNDER ANY FEDERAL LAW (DEVIATION)(MAR 2012)**

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

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

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

(b) The Offeror represents that—

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

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

(End of Provision)

### 3.3 52.209-7 INFORMATION REGARDING RESPONSIBILITY MATTERS (JUL 2013)

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

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

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

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

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

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

(c) If the offeror checked "has" in paragraph (b) of this provision, the offeror represents, by submission of this offer, that the information it has entered in the Federal Awardee Performance and Integrity Information System (FAPIIS) is current, accurate, and complete as of the date of submission of this offer with regard to the following information:

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

- (i) In a criminal proceeding, a conviction.
- (ii) In a civil proceeding, a finding of fault and liability that results in the payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more.
- (iii) In an administrative proceeding, a finding of fault and liability that results in—
  - (A) The payment of a monetary fine or penalty of \$5,000 or more; or
  - (B) The payment of a reimbursement, restitution, or damages in excess of \$100,000.
- (iv) In a criminal, civil, or administrative proceeding, a disposition of the matter by consent or compromise with an acknowledgment of fault by the Contractor if the proceeding could have led to any of the outcomes specified in paragraphs (c)(1)(i), (c)(1)(ii), or (c)(1)(iii) of this provision.

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

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

(End of Provision)

### **3.4 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)

## GENERAL CONDITIONS

### 4.1 52.209-9 UPDATES OF PUBLICLY AVAILABLE INFORMATION REGARDING RESPONSIBILITY MATTERS (JUL 2013)

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

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

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

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

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

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

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

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

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

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

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

(End of Clause)

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

The Contractor shall be required to (a) commence work under this contract within 10 calendar days after the date the Contractor receives the notice to proceed, (b) prosecute the work diligently, and (c) complete the entire work ready for use not later than 365 days after receipt of award. The time stated for completion shall include final cleanup of the premises.

(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 236220 assigned to contract number .

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

(End of Clause)

#### **4.4 52.222-40 NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT (DEC 2010)**

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

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

(2) If the Contractor customarily posts notices to employees electronically, then the Contractor shall also post the required notice electronically by displaying prominently, on any Web site that is maintained

by the Contractor and is customarily used for notices to employees about terms and conditions of employment, a link to the Department of Labor's Web site that contains the full text of the poster. The link to the Department's Web site, as referenced in (b)(3) of this section, must read, "Important Notice about Employee Rights to Organize and Bargain Collectively with Their Employers."

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

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

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

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

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

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

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

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

(f) Subcontracts.

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

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

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

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

(End of Clause)

#### **4.5 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:

NA

(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**

<b>Construction Material Description</b>	<b>Unit of Measure</b>	<b>Quantity</b>	<b>Price (Dollars)*</b>
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)

#### 4.6 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)

<b><u>FAR</u></b> <b><u>Number</u></b>	<b><u>Title</u></b>	<b><u>Date</u></b>
52.202-1	DEFINITIONS	NOV 2013
52.203-3	GRATUITIES	APR 1984
52.203-5	COVENANT AGAINST CONTINGENT FEES	MAY 2014
52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT	SEP 2006
52.203-7	ANTI-KICKBACK PROCEDURES	MAY 2014
52.203-8	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY	MAY 2014
52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY	MAY 2014
52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	OCT 2010
52.203-17	CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS	APR 2014
52.204-4	PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER	MAY 2011
52.204-9	PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL	JAN 2011
52.204-10	REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS	JUL 2013
52.204-12	DATA UNIVERSAL NUMBERING SYSTEM NUMBER MAINTENANCE	DEC 2012
52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	AUG 2013
52.215-2	AUDIT AND RECORDS—NEGOTIATION	OCT 2010
52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS	MAY 2014
52.222-1	NOTICE TO THE GOVERNMENT OF LABOR DISPUTES	FEB 1997
52.222-3	CONVICT LABOR	JUN 2003
52.222-4	CONTRACT WORK HOURS AND SAFETY STANDARDS—OVERTIME COMPENSATION	MAY 2014
52.222-6	CONSTRUCTION WAGE RATE REQUIREMENTS	MAY 2014
52.222-7	WITHHOLDING OF FUNDS	MAY 2014
52.222-8	PAYROLLS AND BASIC RECORDS	MAY 2014
52.222-9	APPRENTICES AND TRAINEES	JUL 2005
52.222-10	COMPLIANCE WITH COPELAND ACT REQUIREMENTS	FEB 1988
52.222-11	SUBCONTRACTS (LABOR STANDARDS)	MAY 2014
52.222-12	CONTRACT TERMINATION—DEBARMENT	MAY 2014

52.222-13	COMPLIANCE WITH CONSTRUCTION WAGE RATE REQUIREMENTS AND RELATED REGULATIONS	MAY 2014
52.222-14	DISPUTES CONCERNING LABOR STANDARDS	FEB 1988
52.222-15	CERTIFICATION OF ELIGIBILITY	MAY 2014
52.222-21	PROHIBITION OF SEGREGATED FACILITIES	FEB 1999
52.222-26	EQUAL OPPORTUNITY	MAR 2007
52.222-27	AFFIRMATIVE ACTION COMPLIANCE REQUIREMENTS FOR CONSTRUCTION	FEB 1999
52.222-35	EQUAL OPPORTUNITY FOR VETERANS	JUL 2014
52.222-37	EMPLOYMENT REPORTS ON VETERANS	JUL 2014
52.222-50	COMBATING TRAFFICKING IN PERSONS	FEB 2009
52.222-54	EMPLOYMENT ELIGIBILITY VERIFICATION	AUG 2013
52.223-5	POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION	MAY 2011
52.223-6	DRUG-FREE WORKPLACE	MAY 2001
52.223-18	ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING	AUG 2011
52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES	JUN 2008
52.227-1	AUTHORIZATION AND CONSENT	DEC 2007
52.227-2	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT	DEC 2007
52.227-4	PATENT INDEMNITY—CONSTRUCTION CONTRACTS	DEC 2007
52.228-2	ADDITIONAL BOND SECURITY	OCT 1997
52.228-5	INSURANCE—WORK ON A GOVERNMENT INSTALLATION	JAN 1997
52.228-11	PLEDGES OF ASSETS	JAN 2012
52.228-12	PROSPECTIVE SUBCONTRACTOR REQUESTS FOR BONDS	MAY 2014
52.228-14	IRREVOCABLE LETTER OF CREDIT	MAY 2014
52.228-15	PERFORMANCE AND PAYMENT BONDS—CONSTRUCTION	OCT 2010
52.229-3	FEDERAL, STATE, AND LOCAL TAXES	FEB 2013
52.232-5	PAYMENTS UNDER FIXED-PRICE CONSTRUCTION CONTRACTS	MAY 2014
52.232-17	INTEREST	MAY 2014
52.232-18	AVAILABILITY OF FUNDS	APR 1984
52.232-23	ASSIGNMENT OF CLAIMS	MAY 2014
52.232-27	PROMPT PAYMENT FOR CONSTRUCTION CONTRACTS	MAY 2014
52.232-34	PAYMENT BY ELECTRONIC FUNDS TRANSFER—OTHER THAN SYSTEM FOR AWARD MANAGEMENT	JUL 2013
52.232-39	UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS	JUN 2013
52.232-40	PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS	DEC 2013
52.233-1	DISPUTES ALTERNATE I (DEC 1991)	MAY 2014
52.233-3	PROTEST AFTER AWARD	AUG 1996
52.233-4	APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM	OCT 2004
52.236-2	DIFFERING SITE CONDITIONS	APR 1984
52.236-3	SITE INVESTIGATION AND CONDITIONS AFFECTING THE WORK	APR 1984
52.236-5	MATERIAL AND WORKMANSHIP	APR 1984
52.236-6	SUPERINTENDENCE BY THE CONTRACTOR	APR 1984
52.236-7	PERMITS AND RESPONSIBILITIES	NOV 1991
52.236-8	OTHER CONTRACTS	APR 1984
52.236-9	PROTECTION OF EXISTING VEGETATION, STRUCTURES, EQUIPMENT, UTILITIES, AND IMPROVEMENTS	APR 1984

52.236-10	OPERATIONS AND STORAGE AREAS	APR 1984
52.236-11	USE AND POSSESSION PRIOR TO COMPLETION	APR 1984
52.236-12	CLEANING UP	APR 1984
52.236-13	ACCIDENT PREVENTION	NOV 1991
52.236-14	AVAILABILITY AND USE OF UTILITY SERVICES	APR 1984
52.236-15	SCHEDULES FOR CONSTRUCTION CONTRACTS	APR 1984
52.236-17	LAYOUT OF WORK	APR 1984
52.236-21	SPECIFICATIONS AND DRAWINGS FOR CONSTRUCTION ALTERNATE I (APR 1984)	FEB 1997
52.242-13	BANKRUPTCY	JUL 1995
52.242-14	SUSPENSION OF WORK	APR 1984
52.243-4	CHANGES	JUN 2007
52.244-5	COMPETITION IN SUBCONTRACTING	DEC 1996
52.244-6	SUBCONTRACTS FOR COMMERCIAL ITEMS	JUL 2014
52.246-21	WARRANTY OF CONSTRUCTION	MAR 1994
52.248-3	VALUE ENGINEERING—CONSTRUCTION	OCT 2010
52.249-2	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED PRICE) ALTERNATE I (SEPT 1996)	APR 2012
52.249-10	DEFAULT (FIXED-PRICE CONSTRUCTION)	APR 1984
52.253-1	COMPUTER GENERATED FORMS	JAN 1991

#### **4.7 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)

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

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

(1) Means a small business concern:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(End of Clause)

#### 4.9 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)

#### 4.10 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 Presentation 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)

#### **4.11 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)

#### **4.12 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)

#### **4.13 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)

#### **4.14 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)

#### **4.15 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)

#### **4.16 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)

#### **4.17 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)

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

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

(b) The contractor shall be responsible to the Government for acts and omissions of his/her own employees, and subcontractors and their employees. The contractor shall also be responsible for coordination of the work of the trades, subcontractors, and material suppliers. The contractor shall, in advance of the work, prepare coordination drawings showing the location of openings through slabs, the pipe sleeves and hanger inserts, as well as the location and elevation of utility lines, including, but not limited to, conveyor systems, pneumatic tubes, ducts, and conduits and pipes 2 inches and larger in diameter. These drawings, including plans, elevations, and sections as appropriate shall clearly show the manner in which the utilities fit into the available space and relate to each other and to existing building elements. Drawings shall be of appropriate scale to satisfy the previously stated purposes, but not smaller than 3/8-inch scale. Drawings may be composite (with distinctive colors for the various trades) or may be separate but fully coordinated drawings (such as sepias or photographic paper reproducibles) of the same scale. Separate drawings shall depict identical building areas or sections and shall be capable of being overlaid in any combination. The submitted drawings for a given area of the project shall show the work of all trades which will be involved in that particular area. Six complete composite drawings or six complete sets of separate reproducible drawings shall be received by the Government not less than 20 days prior to the scheduled start of the work in the area illustrated by the drawings, for the purpose of showing the contractor's planned methods of installation. The objectives of such drawings are to promote

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

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

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

(End of Clause)

#### **4.19 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

<b>System</b>	<b>Percent</b>
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)

#### **4.20 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)

#### **4.21 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)

#### **4.22 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)

#### **4.23 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)

#### **4.24 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)

#### **4.25 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)

#### **4.26 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)

## **4.27 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)

## **4.28 IT CONTRACT SECURITY**

### **VA INFORMATION AND INFORMATION SYSTEM SECURITY/PRIVACY**

#### **1. GENERAL**

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

#### **2. ACCESS TO VA INFORMATION AND VA INFORMATION SYSTEMS**

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

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

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

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

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

### 3. VA INFORMATION CUSTODIAL LANGUAGE

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

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

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

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

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

f. If VA determines that the contractor has violated any of the information confidentiality, privacy, and security provisions of the contract, it shall be sufficient grounds for VA to withhold payment to the

contractor or third party or terminate the contract for default or terminate for cause under Federal Acquisition Regulation (FAR) part 12.

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

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

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

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

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

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

#### 4. INFORMATION SYSTEM DESIGN AND DEVELOPMENT

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

b. The contractor/subcontractor shall certify to the COR that applications are fully functional and operate correctly as intended on systems using the VA Federal Desktop Core Configuration (FDCC), and the common security configuration guidelines provided by NIST or the VA. This includes Internet

Explorer 7 configured to operate on Windows XP and Vista (in Protected Mode on Vista) and future versions, as required.

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

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

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

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

g. The contractor/subcontractor agrees to:

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

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

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

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

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

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

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

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

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

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

j. The vendor shall notify VA within 24 hours of the discovery or disclosure of successful exploits of the vulnerability which can compromise the security of the Systems (including the confidentiality or integrity of its data and operations, or the availability of the system). Such issues shall be remediated as quickly as is practical, but in no event longer than 7 days.

k. When the Security Fixes involve installing third party patches (such as Microsoft OS patches or Adobe Acrobat), the vendor will provide written notice to the VA that the patch has been validated as not affecting the Systems within 10 working days. When the vendor is responsible for operations or maintenance of the Systems, they shall apply the Security Fixes within 7 days.

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

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

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

b. Adequate security controls for collecting, processing, transmitting, and storing of Personally Identifiable Information (PII), as determined by the VA Privacy Service, must be in place, tested, and approved by VA prior to hosting, operation, maintenance, or use of the information system, or systems by or on behalf of VA. These security controls are to be assessed and stated within the PIA and if these

controls are determined not to be in place, or inadequate, a Plan of Action and Milestones (POA&M) must be submitted and approved prior to the collection of PII.

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

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

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

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

g. All electronic storage media used on non-VA leased or non-VA owned IT equipment that is used to store, process, or access VA information must be handled in adherence with VA Handbook 6500.1, Electronic Media Sanitization upon: (i) completion or termination of the contract or (ii) disposal or return of the IT equipment by the contractor/subcontractor or any person acting on behalf of the

contractor/subcontractor, whichever is earlier. Media (hard drives, optical disks, CDs, back-up tapes, etc.) used by the contractors/ subcontractors that contain VA information must be returned to the VA for sanitization or destruction or the contractor/subcontractor must self-certify that the media has been disposed of per 6500.1 requirements. This must be completed within 30 days of termination of the contract.

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

- (1) Vendor must accept the system without the drive;
- (2) VA's initial medical device purchase includes a spare drive which must be installed in place of the original drive at time of turn-in; or
- (3) VA must reimburse the company for media at a reasonable open market replacement cost at time of purchase.
- (4) Due to the highly specialized and sometimes proprietary hardware and software associated with medical equipment/systems, if it is not possible for the VA to retain the hard drive, then;
  - (a) The equipment vendor must have an existing BAA if the device being traded in has sensitive information stored on it and hard drive(s) from the system are being returned physically intact; and
  - (b) Any fixed hard drive on the device must be non-destructively sanitized to the greatest extent possible without negatively impacting system operation. Selective clearing down to patient data folder level is recommended using VA approved and validated overwriting technologies/methods/tools. Applicable media sanitization specifications need to be pre-approved and described in the purchase order or contract.
  - (c) A statement needs to be signed by the Director (System Owner) that states that the drive could not be removed and that (a) and (b) controls above are in place and completed. The ISO needs to maintain the documentation.

## 6. SECURITY INCIDENT INVESTIGATION

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

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

c. With respect to unsecured protected health information, the business associate is deemed to have discovered a data breach when the business associate knew or should have known of a breach of such

information. Upon discovery, the business associate must notify the covered entity of the breach. Notifications need to be made in accordance with the executed business associate agreement.

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

## 7. LIQUIDATED DAMAGES FOR DATA BREACH

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

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

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

- (1) Nature of the event (loss, theft, unauthorized access);
- (2) Description of the event, including:
  - (a) date of occurrence;
  - (b) data elements involved, including any PII, such as full name, social security number, date of birth, home address, account number, disability code;
- (3) Number of individuals affected or potentially affected;
- (4) Names of individuals or groups affected or potentially affected;
- (5) Ease of logical data access to the lost, stolen or improperly accessed data in light of the degree of protection for the data, e.g., unencrypted, plain text;
- (6) Amount of time the data has been out of VA control;

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

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

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

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

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

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

(1) Notification;

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

(3) Data breach analysis;

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

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

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

## 8. SECURITY CONTROLS COMPLIANCE TESTING

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

## 9. TRAINING

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

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

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

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

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

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

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

(End of Clause)

## **DESIGN BUILD SPECIFICATIONS**

### **4.29 SCHEDULE OF PAYMENTS FOR DESIGN SERVICES**

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

### **4.30 OWNERSHIP OF ORIGINAL DOCUMENTS**

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

### **4.31 RETENTION OF REVIEW DOCUMENTS**

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

### **4.32 CONTRACT DRAWINGS AND SPECIFICATIONS GOVERNMENT FURNISHED PLANNING INFORMATION**

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

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

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

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

### **4.33 COORDINATION WITH MEDICAL CENTER**

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

### **4.34 RESPONSIBILITY OF THE DESIGN-BUILD CONTRACTOR**

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

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

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

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

## 4.35 PROPOSAL PREPARATION AND EVALUATION

### **PROPOSAL PREPARATION AND EVALUATION INFORMATION**

#### **Two-Phase Design-Build Selection and Evaluation Procedures**

This part describes the mechanism for evaluating and selecting offers for this two-phase design-build procurement for Project #573-15-103, Renovate Canteen, VA Medical Center, Gainesville, FL.

#### **1. General Procedures**

- A. This solicitation addresses both the Phase 1 and Phase 2 proposal requirements.
- B. The Phase 1 proposals will be evaluated to determine which offerors will be invited to submit Phase 2 technical and cost proposals.
- C. ***The intent is to have the top-FIVE (5) rated firms from the Phase 1 proposal review offer Phase 2 proposals.***
- D. ***Do not submit a pricing with the Phase 1 proposal.***
- E. It is the intent to NOT hold discussions following Phase I proposal submission, thus the Phase I proposal must be complete, self-sufficient, and respond directly to the requirements as stated in this solicitation.
- F. It is the intent to hold discussions during the Phase 2 proposal process. The Phase 2 proposals will include both additional technical information, as well as a pricing.

#### **2. PHASE 1- Proposal Preparation and Submission Instructions:**

**Technical Proposal Format:** Technical Proposal shall address all information requested and will then be evaluated against the stated factors. The following format shall be used:

#### **TECHNICAL PROPOSAL**

##### TAB A. General Information

- Cover Page with Solicitation Number, Project Title
- Table of Contents
- Signed offer/Acknowledgement of Amendments (SF1442)
- Copy of current vetBiz.gov SDVOSB certification
- Completed "Representations and Certifications"
- DUNS Number
- Tax ID number
- Principle points of contact, address, phone numbers, etc.

TAB B: Technical Approach

TAB C: Technical Qualifications

TAB D: Relevant and Recent Past Performance

TAB E: Quality Assurance/Quality Control Plan/Safety Requirement

**3. Phase 1 Evaluation Factors and Proposal Requirements :**

Phase I Proposal shall include:

- **Factor 1: TECHNICAL APPROACH (Tab B)**
  - Discuss your overall strategy for successfully completing this project as described in Specification Section 00 11 21
    - Narrative - 10 page maximum
  - Submit ONE (1) 24 X 36 schematic illustrating your proposed layout; your preliminary design concept
    - NOT a detailed and fully engineered design
- **Factor 2: TECHNICAL QUALIFICATIONS (Tab C)**
  - **Sub Factor 2 (a): SPECIALIZED EXPERIENCE AND TECHNICAL COMPETENCE**
    - Discuss your specialized experience and technical competence, as it relates to this project, as described in Specification Section 00 11 21
  - Narrative – 10 page maximum

○ **Sub Factor 2(b): OVERALL CAPABILITY**

- Submit an organizational chart
- Include a narrative which describes the relevant experience of:
  - Firm's key personnel and experience, to include at least:
    - Project Manager
      - Similar projects worked on
      - Education and /or Certification (s)
    - Field Superintendent
      - Similar projects worked on
      - Education and/or Certification (s)
    - Other Relevant Firm Employees
      - Similar projects worked on
      - Education and/or Certification (s)
    - Narrative – 10 page maximum, excluding the organizational chart
  - Overall Team-Discuss the planned use of:
    - Subcontractors
      - Key trades to be subcontracted
      - Proposed subcontractors, if firms already determined
      - Similar projects worked on
    - Architect-Engineering (A-E) Firm
      - SF 330s of key A-E personnel, if A-E firm is already determined
      - Similar projects worked on
    - Other Consultants
      - Similar projects worked on
    - Narrative-10 page maximum, excluding A-E SF 330s

- **Factor 3: RELEVANT AND RECENT PAST PERFORMANCE (Tab D)**
  - Discuss the relevant and recent past experience as a complete Design-Build team :
    - Discuss a minimum of one (1), but no more than three (3) projects
    - Preferable to discuss similar type projects in excess of \$500,000
    - Preferable that that the projects occurred within the last five (5) years, to include ongoing project
    - Narrative-10 page maximum
  
- **Factor 4: PROJECT PLANNING/SAFETY (Tab E)**
  - Describe your plan for phasing this project
  - Approach to construction safety and infection control.
  - SAFETY: Experience Modification Rate (EMR): Submit your current EMR (which compares your company's annual losses in insurance claims against its policy premiums over a three-year period).
  - **Your EMR shall not exceed 1.0.** This information shall be obtained from the bidder's/offeree's insurance company and be furnished on the insurance carrier's letterhead.
  - **An EMR in excess of 1.0 will result in no further consideration of the proposal**
  - **Failure to submit an EMR rating will result in no further consideration of the proposal.**
  - Narrative-5 page maximum, excluding the EMR documentation

**4. Phase 1 Evaluation and Selection Criteria:**

Phase 1 proposals will be evaluated as follows:

- A. Factors 1 thru 4, as described above, will be rated using a combination rating system. Each factor response will be reviewed and assigned an adjectival rating. A corresponding number of points will be then assigned. Each adjectival rating has a separate point range. The points for each factor response will then be tallied, resulting in an overall Phase 1 proposal point total. The proposals will then be ranked, based on each offeror's Phase 1 proposal point total.
- B. Failure by the offer or to submit an EMR or and EMR in excess of 1.0 will result in the Phase 1 proposal not being further considered.
- C. For evaluation purposed, the first three factors are considered more important than the fourth (Process Control/Safety).

**5. Phase 2 Proposal Preparation and Submission:**

**OFFERORS ARE NOT TO SUBMIT A PHASE 2 PROPOSAL UNLESS INVITED TO DO SO.**

The following format shall be used:

**PRICE PROPOSAL**

TAB A: General Information,

- 1) Cover Page with Solicitation Number, Project Title
- 2) Table of Contents
- 3) Signed offer/Acknowledgement of Amendments (SF1442)

TAB B: Price Breakdown. The following cost elements shall be addressed:

- 1) Labor (Direct & Indirect),
- 2) Materials, Material Markups, Materials overhead,
- 3) Equipment
- 4) Subcontractor Cost
- 5) Other Direct Costs
- 6) Overhead expenses
- 7) Indirect Cost
- 8) General & Administrative (G&A) expenses
- 9) Profit

\*\* Price breakdown shall be indicative of the 15% of contract performance that will be incurred for SDVOSB personnel in accordance with FAR 52.219-27 – Limitations on Subcontracting.

## **TAB C: Phase 2 TECHNICAL PROPOSAL**

### **Factor 1 – CANTEEN HVAC AND PLUMBING SYSTEMS**

- Describe your approach for upgrading the HVAC and plumbing systems which will service the Canteen
  - Narrative - 10 page maximum
- Provide submittals for key HVAC system components, including the control devices
  - Four (4) total copies of each submittal
- Provide submittals for key plumbing system components
  - Four (4) total copies of each submittal
- Furnish one (1) general 24-inch x 36-inch schematic (not to scale), which illustrates the proposed Canteen HVAC and Plumbing systems.

### **Factor 2 –CANTEEN ELECTRICAL AND FIRE ALARM SYSTEMS**

- Describe your approach for upgrading the electrical and fire alarm systems which will service the Canteen
  - Narrative - 5 page maximum
- Provide submittals of key electrical and fire alarm system components
  - Four (4) total copies of each submittal
- Furnish one (1) general 24-inch x 36-inch schematic (not to scale), which illustrates the proposed electrical and fire alarm system.

### **Factor 3 – KITCHEN HOODS AND FIRE SUPPRESSION SYSTEMS**

- Furnish one (1) general 24-inch x 36-inch schematic plan, which illustrates the proposed hoods and fire suppression system
  - Four (4) total copies of each submittal

### **Factor 4 – CANTEEN FINISHES**

- Furnish one (1) general 24-inch x 36-inch architectural and ceiling plan, which includes lighting
  - Four (4) total copies of each submittal

**Phase 2 Proposal Submission:** The Phase 2 proposal should be submitted to the same address as the Phase I proposal and can be submitted through use of the same format and means.

**6. Phase 2 Evaluation and Selection Criteria:**

Phase 2 proposals will be evaluated as follows:

- A. The technical factors consist of the Factors 1 thru 4, described above and will be rated using the same combination system used for the Phase 1 proposal evaluation.
- B. Each technical factor is equal in importance.

**7. PHASE 2 Evaluation and Award Determination**

This is a competitive Phase 2, Request for Proposal (RFP) that represents the best value to the Government conducted **under FAR Part 15 101-1, Trade off Process.**

**In accordance with FAR 15.101-1, all evaluation factors, other than cost or price, when combined, are approximately equal in importance to cost or price.**

**Thus, award will be made to the firm whose Phase 1 proposal was initially ranked in the top 5 and who now offers a Phase 2 proposal, which based on both its technical and pricing proposals, offers the overall best value to the Government.**

**Each pricing element indicated in TAB B will be evaluated to determine its reasonableness.** The Government may use various price analysis techniques and procedures to make a price reasonableness determination.

Offerors submitting price proposals in response to this solicitation do so with the complete and full understanding that the Government reserves the right to publically announce the total contract award amount.

## 4.36 SPECIFICATION SECTION 00 11 21

### SCOPE OF PROJECT

#### PART I - GENERAL

##### 1.0 Scope of Contract

Provide all labor, materials, tools and equipment, and design-build services necessary for design and construction of a project described here in other specific tasks as further defined by this request for proposal (RFP).

##### 2.0 Design - The design of this project shall include but not limited to the following items:

1. Contractor shall provide complete design documentation (Design Analysis Report, drawings and specifications) to renovate the canteen in building No. 1 at the Malcom Randall VA Medical Center in Gainesville, FL. The VA will provide the available documentation to the contractor for them to create a full design package that will address, but will not be limited to, the following items:
  - a. Conduct site investigations and make recommendations, for VA consideration, on identified areas for improvement and correction of any existing discrepancies. Investigation shall include, but not limited to; asbestos containing material (ACM), lead and mold survey; mechanical, electrical, and plumbing; HVAC system; and fire alarm system.
  - b. Renovate the canteen area and ensure that all safety requirements are in place. Items to be replaced include but not limited to: fire sprinkler heads; HVAC diffusers; ceiling grid and tiles; electrical lights (new lights will be LED), switches, and receptacles; flooring; doors; and electrical panels.

- c. Kitchen hoods need to be replaced with the correct size with wet chemical fire suppression system per applicable codes and standards.
- d. Conduct HVAC assessment to determine if the current system is sufficient to support this project and submit the report with recommendations as needed.
- e. Demo selected equipment, furniture, and structure (VA will identify).
- f. Provide recommendations on the construction phasing to minimize the impact in the regular operations of the canteen, the space above, below, and near the area including impact in utility shut downs.

The Contractor will be required to retain an external Certified Independent Third-Party Safety Professional or Professional Credential (CITP) consultant for the design of the above project.

The Certified Independent Third-Party Safety Professional or Professional Credential (CITP) consultant will review the design of the above project to verify compliance with the National Fire Protection Agency (NFPA) codes, State and local building codes, OSHA, and Life Safety Codes, etc.

## **2.1 General Design Requirements**

1. The contractor shall be given the criteria for the project, and the proper orientation by the VA project section. The contractor shall prepare all architectural plans, details and elevations. The degree of completion and stages of submission shall be as specified. All VA standards, specifications, space planning criteria, equipment lists, design guides, and design submission guidelines can be accessed via the Technical Information Library, on the World Wide Web at the following address: [www.cfm.va.gov/TIL/](http://www.cfm.va.gov/TIL/) and meet the

requirements of the VA Space Planning Criteria, Chapter 252,  
at the following address:  
[www.cfm.va.gov/til/space/SPchapter252.pdf](http://www.cfm.va.gov/til/space/SPchapter252.pdf)

2. Contractor discussions with the Medical Center personnel concerning requirements shall be arranged by and participated in, by appropriate VA Engineering and Contracting personnel. The contractor shall participate, when required with appropriate COR and other designated individuals during the process of design and submissions.
3. There shall be three design submissions (50%, 100%, & Final) for working drawings. The final submission constitutes a complete package. Time frame for accomplishment of the design submissions shall be as follows: 50% submission - 30 calendar days from receipt of "notice to proceed", 100% submission - 30 calendar days after receipt of 50% comments; Final submission - 15 calendar days after receipt of 100% comments. Note that review of each project submission by the VA will require approximately 10 to 14 working days. Review time will not start until all required items for each submission has been received in full.
4. In each submission the contractor shall resubmit the material specified in the prior submission, revised according to the comments made by the VA at the prior review. The contractor shall return all original VA mark-ups of each submission at the next submission, showing all comments have been addressed. The contractor shall continue to develop design for the next design submission during VA review of each submission (e.g. if no VA review comments are received for a particular submission before the next submission is due, the next submission shall be submitted and shall be properly developed for that particular stage of submittal).
5. The contractor shall pay particular attention to the fact that during the working drawing development stage approved prior submission plans are not subject to change at the request of

the Medical Center staff without proper justification and approval by the COR and Contracting Officer.

6. Contractor shall create and send to the COR the Submittal Schedule, where it details all submittals requested in each Specification for the Project.
7. Contractor shall maintained AE Construction Services to perform site visits at completion of each project phase 25%, 50%, 75%, 100%, and Final Inspection.
8. Drawings (As-Built) showing architectural and other features of the affected buildings are available in the files of the Project section. The drawings are not expected to be accurate in all respects, and the A/E shall verify all features affecting the project by field investigation. Field investigation includes but not limit to making exploratory holes in walls to verify conditions, taking pictures of findings, and verify condition above the ceiling. These areas will be noted on construction drawings for repair as required.
9. The contractor shall be required to obtain a complete set of current VA Master Construction Specifications for purposes of editing. The contractor may contact Project Section personnel for information to be used in obtaining the specifications. All master specifications are available on-line at the Office of Construction and Facilities Management website <http://www.cfm.va.gov/TIL/>.
10. The contractor shall be required to design to current engineering manuals as required. All manuals are available on-line at the Office of Construction and Facilities Management website <http://www.cfm.va.gov/TIL/>.
11. At the time of final submission the contractor shall deliver all documents on CDR to the COTR. Drawings shall be in AutoCAD 2012 or later and each sheet exported to PDF format (5MB or less), and specifications will be in Microsoft Word DOC format and PDF.

12. The contractor shall be responsible for all As-built changes to the drawings and specifications and shall provide the revised documents on a CDR after completion of the project.
13. Prior to any construction work on this project, the contractor shall have received from COR, the approval for the design documents of the construction portion to be performed. Also the contractor shall have received approval from COR of any submittals related to the construction portion to be performed including but not limited to: proposed schedule for total project showing a start date, phasing and overall completion date, list of sub contractors, proof of the 10 hours or 30 hours OSHA training, safety plan, abatement survey results and any additional submittal for the related construction portion.

### **3.0 Construction**

The scope of this project is to renovate the canteen in building No. 1 at the Malcom Randall VA Medical Center in Gainesville, FL.

**Construction of this project shall begin only after COR approval of the design documents of the construction portion to be performed as indicated in section 2.1.**

All work that is required for this project shall comply with all established VA, and NFPA. All work shall be in accordance with final designed plans and specifications. The Contractor is to provide all design services, labor materials, tools, equipment and supervision to accomplish this project. The design and construction of this project shall not exceed 365 days from Notice to Proceed. The VA will not accept any offers that disclaim parts of the required work to make the unit complete and ready for use.

GENERAL CONSTRUCTION Standard material and standard construction practices are required with the exception of those items otherwise specified herein. As a minimum, design and construction will meet and be built in accordance with the requirements set forth.

**A. CONSTRUCTION:**

Contractor shall meet VACO standards and regulations as well as the requirements of the construction documents. Infection control measures shall be considered during the design to provide controls of dust and any other source of potential infections.

Contractor shall properly dispose all debris (including ACM identified in survey completed in Design Phase) in closed containers from inside to their dumpster outside the building.

Contractor shall provide Dumpster, with metal cover.

Contractor shall conduct new work per approved design documents.

Specification section 01 00 00 General Requirements shall be edited and included in the design package for approval prior to beginning construction.

Contractor shall maintained AE Construction Services to perform site visits at completion of each project phase 25%, 50%, 75%, 100%, and Final Inspection.

Contractor shall provide all material and labor to complete work per design documents. All work shall be installed with quality workmanship in accordance with industry standards and the requirements of contract documents.

**4.0 Definitions**

A. Design-Build (DB) as defined by the Department of Veterans Affairs (VA) is the procurement by the Government, under one contract, with one firm or joint venture (JV) for both design and construction services for a specific project.

1. Contracting Officer: The services to be performed under this contract are subject to the general supervision, direction, control and approval of the Contracting Officer.

2. Project Manager: The Contracting Officer's representative responsible for administering contracts under the immediate direction of the Contracting Officer.
3. Contracting Officer Representative (COR): The Contracting Officer's authorized representative at the construction site. The COR is responsible for protecting the Government's interest in the execution of the construction contract work. Their duties include surveillance of all construction work to assure compliance with the contract documents, interpretation of the contract documents, approval of changed work, approval of all submittals, samples, shop drawings, etc. The COR may issue change orders to the Contractor within the limitations set forth in his delegation of authority from the Contracting Officer.
4. Design Build Contract: This term, as used herein, refers to the Contract(s) to perform the design and construction of the project.
5. Contractor: This term, as used herein, refers to the contractor under this contract or the DB team.
6. AE: This term, as used herein, refers to the Architect-Engineer firm(s) that are a part of the DB team, also referred to as DB/AE.
7. RFP/AE: The firm(s) directly hired by the VA for the preparation of the RFP Documents and to provide other technical assistance to the VA.

B. Schedule Objectives - The anticipated completion of this project is 365 days after "Notice to Proceed" (NTP). This includes the correction of all punch list items from final inspection of the project.

C. Schedule:

- a. The progress schedule will be in a time scaled bar graph format. The horizontal axis will be scaled for time beginning with the Notice to Proceed and concluding with contract completion. The vertical axis will show the milestones and major portions of the contract work. 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:

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1. Design Period: The design period sub periods (i.e., first and second reviews, other meetings, internal QUALITY ASSURANCE /QUALITY CONTROL plan reviews, etc.).
2. Construction Period: Mobilization; Demolition method and sequencing; Excavation; Structure Completion; Exterior finishing; Procurement and installation of equipment; Provisions for overtime or shift work; Timing of relocation of existing equipment; Site utilities, roadway realignment; and temporary rerouted medical center vehicular and pedestrian routes, Tests and final inspection.
3. General Project Delivery Schedule and Narrative - Show relationships between construction document development/completion (including required review activities) and construction activities for (at a minimum, utility relocation, excavation, substructure, structure, exterior façade, interior finishes, building systems, and site development.
  - b. The Offeror shall specify how much allowance has been made for bad weather in the schedule, the days of the week and the hours of construction operations during each phase of the work, and the percentage of contract completion that will be achieved at the end of each month of the contract.
  - c. Short Schedules - The Offeror will provide a written commitment as to the time frame (number of days after receipt of the notice to proceed) within which the Offeror will guarantee completion. The maximum anticipated completion of this project (including design and construction of the entire project) is indicated on the OF308 (Solicitation and Offer). Shorter schedules, if obtainable, may receive more favorable scoring. The offerors time frame will establish the contract completion date will be based on that date.

### **PART II - POST AWARD REQUIREMENTS**

#### **I. Construction Document Preparation:**

##### **A. Design Review Submissions:**

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1. The Design-Build Team A/E (DB A/E) shall prepare and submit complete construction documents for review and approval by the VA in accordance with standard professional practice, the Department of Veterans Affairs RFP (VA RFP), and prevailing codes.
2. The documents may be divided into multiple review submission packages. The VA will review as many as six (6) package submissions (examples: demolition, civil, architectural, structural, mechanical, Electrical, plumbing etc.) to facilitate the start of construction.
3. The contractor will start with the 50% design complete for this project. All submission packages will be reviewed at 50%, 100% and Final completion stages. The Final review submission packages will incorporate the final review comments from the 100% review. If any package is not complete for the required stage a post review may be required the cost of which will be borne by the DB Team.
4. Each review submission package shall include 5 hard copy sets and a set on CD-ROM. The package will include an index of drawings (by sheet number and title) and specifications (by section number and title) submitted. The packages will be distributed to the VA Project Manager, the VA Medical Center, RFP A/E, VA COR and others as determined to be appropriate by the VA Project Manager.

### B. Design Review Meetings:

1. A review meeting to resolve design issues will be held for each design review package submitted. The meeting will include discussion of VA comments on functional relationships and technical peer review comments (by others).
2. Participants will include RFP A/E, VA Staff and DB team members as appropriate for the specific package to be reviewed and others. The DB team members will each allow for (1) full day for each discipline/package design review meeting. DB team management will be present at each review meeting.
3. The DB team shall allow a minimum of ten (10) working days for each review cycle. A cycle includes:
  - a. The VA's receipt of the design review submission package.
  - b. The review meeting.

c. DB teams receipt of comments from the VA, either electronically, by fax, or by hard copy delivery.

4. Coordination of the review meeting schedules will be the responsibility of the VA Project Manager (for the VA and RFP AE) and the DB Team Project Manager (for the DB Team). See section I. Quality Assurance/Quality Control.

**C. Electronic Media:**

1. Design review submission drawings and final Construction Document submission drawings will be executed in electronic format AutoCAD version 2012 or later.
2. The drawings included in the VA RFP will be available to the DB team in electronic format in PDF and AutoCAD version 2012 or later for use in preparing the construction drawings. Since data stored on electronic media can deteriorate undetected or be modified without the RFP Architect/Engineer's knowledge, the CADD drawing files are provided without warranty or obligation on the part of the RFP Architect/Engineer as to accuracy or information contained in the files. The user shall independently verify all information in the files. Any user shall agree to indemnify and hold the RFP Architect Engineer harmless from any and all claims, damages, losses, and expenses including, but not limited to, attorney's fee arising out of the use of the CADD drawing files.
3. Design review submission specifications and other 8 1/2 by 11 formatted materials and final Construction Document submission specifications and other 8 1/2 by 11 formatted materials will be executed in electronic format Microsoft Office.
4. The specifications included in the VA RFP shall be available to the DB team in electronic format in Microsoft Office for use in preparing the construction specifications. Since data stored on electronic media can deteriorate undetected or be modified without the RFP Architect/Engineer's knowledge, the CADD drawing files are provided without warranty or obligation on the part of the RFP Architect/Engineer as to accuracy or information contained in the files. The design builder shall independently verify all information in the files and shall agree to indemnify and hold the RFP Architect Engineer harmless from any and all claims, damages, losses, and

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expenses including, but not limited to, attorney's fee arising out of the use of the electronic files.

5. The construction record drawings shall be completed in AutoCAD version 2012 or later.
6. Construction shop drawings are not required to be completed in AutoCAD.

### D. Professional Licensing:

1. The DB A/E who prepares the construction documents shall be a professional architect or engineer licensed in the state in which the design work is completed.
2. The professional seal indicating such license by the state shall appear on the final construction documents. The architect whose seal is shown will be known as the Architect of Record. The DB A/E shall certify compliance with the VA RFP and all applicable codes.

### E. Approved Construction Documents:

1. The final construction document submission package will be submitted by the DB team for approval by the VA after completion of the 100% review cycle for the final package to be submitted by the DB team. The VA will have 5 days to take approval action.
2. The final construction documents submission package will include a full set of construction documents including all disciplines/packages.
3. The final construction documents submission package will incorporate all VA supplied comments from the earlier 100% submission package reviews and will comply with the VA RFP, because for this project the contractor will start with 50% Design documents.
4. If the final construction documents submission package is not complete a post submittal may be required the cost of which will be borne by the DB Team.
5. The approved final construction documents include such details that the project can be constructed and will be used for construction of the project.

6. See PART IV, D2 CONSTRUCTION PERIOD SUBMITTALS for Approved Construction Document distribution.

F. Construction Drawing Preparation - Mandatory material and equipment schedules and details may be indicated either on the drawings or in the specifications, at the option of the DB team. The construction drawings shall include a coordinated set of the following:

1. Civil engineering drawings including demolition plans, grading and drainage plans, paving plans, utility plans, schedules calculations and details.
2. Structural drawings including foundation plans, framing plans, schedules, and details, including general notes and all calculations.
3. Architectural drawings including floor plans, building elevations, building sections, wall sections, reflected ceiling plans, stair details, toilet and bath details, door schedules and details, window schedules and details, room finish schedules, auto transport and other details.
4. Fire protection drawings including floor and roof plans, riser diagrams, equipment schedules, and details, including general notes calculations and all related calculations, as applicable.
5. Plumbing drawings including floor and roof plans, riser diagrams equipment schedules, plumbing fixture schedules, and details, including general notes, and all related calculations.
6. HVAC drawings including floor and roof plans, one-line flow diagrams, equipment schedules, and details, including general notes and all related calculations. Also provide sections for mechanical equipment rooms and sequence of operation for all HVAC equipment.
7. Electrical drawings including site demolition plans, site, floor and roof plans (power, lighting, and other systems), one-line diagrams, panel schedules, equipment schedules, light fixture schedules calculations and details
8. Asbestos abatement drawings including site demolition plans and floor plans indicating asbestos abatement method.

G. Construction Specifications - Project specifications shall include specifications for all products, materials, equipment, methods, and systems shown on the construction drawings in accordance with standard professional practice and the VA RFP. The specification submitted for review shall include:

1. The name of the manufacturer, the product name, model number, or other identification as appropriate to clearly identify the product that will be used in the construction of the project;
2. Other data as appropriate to clearly identify the product that will be used in the construction of the project i.e. shop drawings, product data, and samples as required by the VA RFP documents; and
3. The required stamp of the licensed architect or engineer of record will be considered as certification of compliance with the RFP requirements.

H. Design Requirements - Compliance with codes and standards.

1. Project design shall be in compliance with applicable standards and codes described in VA Program Guides and design materials included or referenced in the solicitation materials. The internet address where VA standards and design manuals are available is: <http://www.cfm.va.gov/TIL/>.
2. See Section E. Approved Construction documents, above, for required inclusion of design review comments.
3. In the design of new building and alteration work under this contract, the DB team shall consider all requirements (other than procedural requirements) of:
  - 1) Zoning laws:
  - 2) Environmental and erosion control regulations; and
  - 3) Laws relating to landscaping, open space, minimum distance of a building from the property line, maximum height of a building, historic preservation, and esthetic qualities of a building. Also similar laws, of the State and local political division, which would apply to the building if it were not to be constructed or altered by the U.S. Government.

4. The DB team shall consult with appropriate officials of the Federal, state, and political subdivision, and submit plans under the rules prescribed by those reviewing authorities. The A/E and VA shall give due consideration to the recommendations of the referenced building officials. VA will also permit inspection by the officials described above during the construction period in accordance with the customary schedule of inspections in the locality of the building construction. Such officials shall provide VA with a copy of the schedule before construction begins or give reasonable notice of their intention to inspect before conducting an inspection.
5. The DB team shall provide prompt, written notification to the Contracting Officer concerning conflicts with, or recommended deviations from codes, laws, regulations, standards, and opinions of review officials as described above. No work altering the scope of this contract shall be undertaken prior to receipt of written approval from the Contracting Officer.
6. No action may be brought against the DB Team or VA and no fine or penalty may be imposed for failure to carry out any of the previously described recommendations of Federal, state, or local officials. VA and its contractors, including RFP A/E, shall not be required to pay any amount for any action taken by a state or political division of a state in carrying out functions described in this article, including reviewing plans, carrying out on-site inspections, issuing permits, and making recommendations.
7. The DB team shall advise the Contracting Officer of any variances with the applicable Department of Labor, Occupational Safety and Health Standards, for occupancy requirements.

Provide HVAC Commissioning services certifying equipment and controls are performing as designed. This Commissioning shall include functional performance test of mechanical equipment, controls and, testing, adjusting and balancing of HVAC System certifying equipment is performing as designed. Provide training for the operation of the system as a whole, this shall include Mechanical Equipments, Operations, Maintenance, Controls, Alarms, and any other system component.

**I. Quality Assurance/Quality Control:**

1. To reduce design errors and omissions, the DB team shall develop and execute a QA/QC plan that demonstrates the project plans and specifications have gone through a rigorous, thorough review and coordination effort.
2. Within 2 weeks of receipt of Notice to Proceed, the DB Team will submit a detailed QA/QC plan describing each QA/QC task that will be taken during the development of the various design submission packages and the name of the DB Team member responsible for QA/QC.
  - a. Upon its completion each task shall be initialed and dated by the responsible DB Team member.
  - b. A 100% completed QA/QC plan shall be submitted with the final construction document submission package.

## **II. Construction Period Submittals**

- A. The DB contractor shall distribute a total of 10 sets of the approved construction documents prepared by the DB Team to the VA and RFP AE, as directed by the VA Project Manager.
- B. Other submittals - The DB team shall submit test results, certificates, manufacturer's instructions, manufacturer's field reports, etc. as required by the VA RFP specifications, to the VA COR.
- C. Project record drawings - The DB team will maintain a set of construction documents (field as-built drawings) to record actual construction changes during the construction process as required by the RFP specifications. The project record drawings will be available for review by the VA COR at all times.
- D. Shop drawings and submittals - The DB A/E shall check government furnished and/or the DB construction contractor's shop drawings, detail drawings, schedules, descriptive literature and samples, testing labor-laboratory reports, field test data and review the color, texture and suitability of materials for conformity with the RFP Documents and construction documents. The DB A/E shall recommend approval, disapproval, or other suitable disposition to the VA COR. The VA COR will have final approval authority. The DB

AE shall evaluate the submittals with reference to any companion submittals that constitute a system. When necessary, the DB A/E will request the DB Construction Contractor to submit related components of a system before acting on a single component. Should this procedure be inappropriate, the DB A/E shall review all prior submittals for related components of the system before acting on a single component. The DB A/E may be required to hold joint reviews with the VA technical staff and /or the RFP AE on complicated system submittals. The DB A/E shall notify the VA Contracting Officer Representative (COR) in writing of any and all deviations from the requirements of the construction documents that he has found in the submittals.

III. PROJECT CLOSE OUT The DB team shall comply with the requirements in the "General Conditions", and "General Requirements", Section 01 00 00, for submission of final RFP as built drawings, manuals, and other documents as noted. Required as-built drawings and specifications will be submitted in the same format required for the construction documents.

**IV. Site Visits and Inspections**

During the construction period the DB A/E shall make weekly visits to the project site when requested by the COR. The COR may also request visits for special purposes. Only registered architects and engineers thoroughly familiar with the project may make these site visits. The COTR has the prerogative to determine the professional discipline(s) required for any visit. The DB A/E shall observe the construction, advise the COR of any deviations or deficiencies or solutions to issues discussed. A site inspection report which includes the purpose of the inspection, items reviewed, deficiencies observed, recommendations and additional actions required, shall be furnished to the COR within three work days following the site visit date.

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## 4.37 SPECIFICATION SECTION 01 42 19

### REFERENCE STANDARDS

#### PART 1 - GENERAL

- **DESCRIPTION**

This section specifies the availability and source of references and standards specified in the project manual under paragraphs APPLICABLE PUBLICATIONS and/or shown on the drawings.

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

- 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 the 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.
- 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.

- **AVAILABILITY FOR EXAMINATION OF SPECIFICATIONS NOT LISTED IN THE GSA INDEX OF FEDERAL SPECIFICATIONS, STANDARDS AND COMMERCIAL ITEM DESCRIPTIONS (FAR 52.211-4) (JUN 1988)**

The specifications and standards cited in this solicitation can be examined at the following location:

DEPARTMENT OF VETERANS AFFAIRS

Office of Construction & Facilities Management

Facilities Quality Service (00CFM1A)

**VA248-14-R-1771**

811 Vermont Avenue, NW - Room 462

Washington, DC 20420

Telephone Numbers: (202) 461-8217 or (202) 461-8292

Between 9:00 AM - 3:00 PM

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

The specifications cited in this solicitation may be obtained from the associations organizations listed below.

AAA Aluminum Association  
Inc.

<http://www.aluminum.org>

AABC Associated Air Balance  
Council <http://www.aabchq.com>

AAMA American Architectural Manufacturer's  
Association <http://www.aamanet.org>

AAN American Nursery and Landscape  
Association <http://www.anla.org>

AASHTO American Association of State Highway and Transportation  
Officials <http://www.aashto.org>

AATCC American Association of Textile Chemists and  
Colorists <http://www.aatcc.org>

ACGIH American Conference of Governmental Industrial  
Hygienists <http://www.acgih.org>

ACI American Concrete  
Institute [http://www.aci-  
int.net](http://www.aci-int.net)

ACPA American Concrete Pipe  
Association [http://www.concrete-  
pipe.org](http://www.concrete-pipe.org)

ACPPA American Concrete Pressure Pipe  
Association <http://www.acppa.org>

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ADC Air Diffusion  
Council

<http://flexibleduct.org>

AGA American Gas  
Association

<http://www.aga.org>

AGC Associated General Contractors of  
America <http://www.agc.org>

AGMA American Gear Manufacturers  
Association, Inc. <http://www.agma.org>

AHAM Association of Home Appliance  
Manufacturers <http://www.aham.org>

AISC American Institute of Steel  
Construction <http://www.aisc.org>

AISI American Iron and Steel  
Institute <http://www.steel.org>

AITC American Institute of Timber  
Construction <http://www.aitc-glulam.org>

AMCA Air Movement and Control  
Association, Inc. <http://www.amca.org>

ANLA American Nursery & Landscape  
Association: <http://www.anla.org>

ANSI American National Standards Institute,  
Inc. <http://www.ansi.org>

APA The Engineered Wood  
Association <http://www.apawood.org>

ARI Air-Conditioning and Refrigeration  
Institute <http://www.ari.org>

ASAE American Society of Agricultural  
Engineers <http://www.asae.org>

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ASCE American Society of Civil  
Engineers <http://www.asce.org>

ASHRAE American Society of Heating, Refrigerating,  
and Air-Conditioning Engineers  
<http://www.ashrae.org>

ASME American Society of Mechanical  
Engineers <http://www.asme.org>

ASSE American Society of Sanitary  
Engineering <http://www.asse-plumbing.org>

ASTM American Society for Testing and  
Materials <http://www.astm.org>

AWI Architectural Woodwork  
Institute <http://www.awinet.org>

AWS American Welding  
Society <http://www.aws.org>

AWWA American Water Works  
Association <http://www.awwa.org>

BHMA Builders Hardware Manufacturers  
Association <http://www.buildershardware.com>

BIA Brick Institute of  
America <http://www.bia.org>

CAGI Compressed Air and Gas  
Institute <http://www.cagi.org>

CGA Compressed Gas Association,  
Inc. <http://www.cganet.com>

CI The Chlorine Institute, Inc.  
<http://www.chlorineinstitute.org>

CISCA Ceilings and Interior Systems Construction  
Association <http://www.cisca.org>

CISPI Cast Iron Soil Pipe  
Institute  
<http://www.cispi.org>

CLFMI Chain Link Fence  
Manufacturers Institute  
<http://www.chainlinkinfo.org>

CPMB Concrete Plant Manufacturers  
Bureau <http://www.cpmb.org>

CRA California Redwood  
Association  
<http://www.calredwood.org>

CRSI Concrete Reinforcing Steel  
Institute <http://www.crsi.org>

CTI Cooling Technology  
Institute <http://www.cti.org>

DHI Door and Hardware  
Institute <http://www.dhi.org>

EGSA Electrical Generating Systems  
Association <http://www.egsa.org>

EEI Edison Electric  
Institute <http://www.eei.org>

EPA Environmental Protection  
Agency <http://www.epa.gov>

ETL ETL Testing Laboratories,  
Inc. <http://www.etl.com>

FAA Federal Aviation

Administration <http://www.faa.gov>

FCC Federal Communications  
Commission <http://www.fcc.gov>

FPS The Forest Products  
Society  
<http://www.forestprod.org>

GANA Glass Association of North America  
<http://www.cssinfo.com/info/gana.html/>

FM Factory Mutual Insurance  
<http://www.fmglobal.com>

GA Gypsum Association  
<http://www.gypsum.org>

GSA General Services  
Administration <http://www.gsa.gov>

HI Hydraulic Institute  
<http://www.pumps.org>

HPVA Hardwood Plywood & Veneer  
Association <http://www.hpva.org>

ICBO International Conference of Building  
Officials <http://www.icbo.org>

ICEA Insulated Cable Engineers  
Association Inc. <http://www.icea.net>

ICAC Institute of Clean Air  
Companies <http://www.icac.com>

IEEE Institute of Electrical and Electronics  
Engineers <http://www.ieee.org>

IMSA International Municipal Signal  
Association <http://www.imsasafety.org>

IPCEA Insulated Power Cable Engineers  
Association NBMA Metal Buildings Manufacturers

Association

<http://www.mbma.com>

MSS Manufacturers Standardization Society of the Valve and Fittings Industry Inc.

<http://www.mss-hq.com>

NAAMM National Association of Architectural Metal Manufacturers <http://www.naamm.org>

NAPHCC Plumbing-Heating-Cooling Contractors Association <http://www.phccweb.org.org>

NBS National Bureau of Standards See - NIST

NBBPVI National Board of Boiler and Pressure Vessel Inspectors <http://www.nationboard.org>

NEC National Electric Code

See - NFPA National Fire Protection Association  
NEMA National Electrical Manufacturers Association

<http://www.nema.org>

NFPA National Fire Protection Association <http://www.nfpa.org>

NHLA National Hardwood Lumber Association

<http://www.natlhardwood.org>

NIH National Institute of Health <http://www.nih.gov>

NIST National Institute of Standards and Technology <http://www.nist.gov>

NLMA Northeastern Lumber Manufacturers Association, Inc. <http://www.nelma.org>

NPA National Particleboard Association 18928 Premiere Court

**VA248-14-R-1771**

Gaithersburg, MD 20879

(301) 670-0604

NSF National Sanitation  
Foundation <http://www.nsf.org>

NWWDA Window and Door Manufacturers  
Association <http://www.nwwda.org>

OSHA Occupational Safety and Health  
Administration Department of Labor  
  
<http://www.osha.gov>

PCA Portland Cement  
Association  
<http://www.portcement.org>

PCI Precast Prestressed Concrete  
Institute <http://www.pci.org>

PPI The Plastic Pipe  
Institute  
<http://www.plasticpipe.org>

PEI Porcelain Enamel Institute,  
Inc. <http://www.porcelainenamel.com>

PTI Post-Tensioning Institute  
<http://www.post-tensioning.org>

RFCI The Resilient Floor Covering  
Institute <http://www.rfci.com>

RIS Redwood Inspection  
Service See - CRA

RMA Rubber Manufacturers Association,  
Inc. <http://www.rma.org>

SCMA Southern Cypress Manufacturers  
Association <http://www.cypressinfo.org>

SDI Steel Door Institute  
<http://www.steeldoor.org>

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IGMA Insulating Glass Manufacturers  
Alliance <http://www.igmaonline.org>

SJI Steel Joist Institute  
<http://www.steeljoist.org>

SMACNA Sheet Metal and Air-Conditioning  
Contractors National Association, Inc.  
<http://www.smacna.org>

SSPC The Society for Protective  
Coatings <http://www.sspc.org>

STI Steel Tank Institute  
<http://www.steeltank.com>

SWI Steel Window Institute  
<http://www.steelwindows.com>

TCA Tile Council of America,  
Inc.  
<http://www.tileusa.com>

TEMA Tubular Exchange Manufacturers  
Association <http://www.tema.org>

TPI Truss Plate Institute, Inc.  
583 D'Onofrio Drive; Suite 200  
Madison, WI 53719  
(608) 833-5900

UBC The Uniform Building  
Code See ICBO

UL Underwriters' Laboratories Incorporated  
<http://www.ul.com>

ULC Underwriters' Laboratories of  
Canada <http://www.ulc.ca>

WCLIB West Coast Lumber Inspection  
Bureau 6980 SW Varns Road, P.O. Box  
23145 Portland, OR 97223

(503) 639-0651

WRCLA Western Red Cedar Lumber Association

P.O. Box 120786

New Brighton, MN 55112 (612)

633-4334

WWPA Western Wood Products

Association <http://www.wwpa.org>

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#### 4.38 SPECIFICATION SECTION 01 33 23

##### SHOP DRAWINGS, PRODUCT DATA, AND SAMPLES

- 1-1. Refer to Articles titled SPECIFICATIONS AND DRAWINGS FOR CONSTRUCTION (FAR 52.236-21) and, SPECIAL NOTES (VAAR 852.236-91), in GENERAL CONDITIONS.
- 1-2. For the purposes of this contract, samples including laboratory samples to be tested), test reports, certificates, and manufacturers' literature and data shall also be subject to the previously referenced requirements. The following text refers to all items collectively as SUBMITTALS.
- 1-3. Submit for approval, all of the items specifically mentioned under the separate sections of the specification, with information sufficient to evidence full compliance with contract requirements. Materials, fabricated articles and the like to be installed in permanent work shall equal those of approved submittals. After an item has been approved, no change in brand or make will be permitted unless:
  - B. Satisfactory written evidence is presented to, and approved by Contracting Officer, that manufacturer cannot make scheduled delivery of approved item or;
  - C. Item delivered has been rejected and substitution of a suitable item is an urgent necessity or;
  - D. Other conditions become apparent which indicates approval of such substitute item to be in best interest of the Government.
- 1-4. Forward submittals in sufficient time to permit proper consideration and approval action by Government. Time submission to assure adequate lead time for procurement of contract - required items. Delays attributable to untimely and rejected submittals including any laboratory samples to be tested) will not serve as a basis for extending contract time for completion.

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- 1-5. Submittals will be reviewed for compliance with contract requirements by Architect-Engineer, and action thereon will be taken by COR on behalf of the Contracting Officer. All submittals shall be delivered to the VA Engineering Project Section for final approval.
- 1-6. Upon receipt of submittals, Architect-Engineer will assign a file number thereto. Contractor, in any subsequent correspondence, shall refer to this file and identification number to expedite replies relative to previously approved or disapproved submittals.
- 1-7. The Government reserves the right to require additional submittals, whether or not particularly mentioned in this contract. If additional submittals beyond those required by the contract are furnished pursuant to request therefor by Contracting Officer, adjustment in contract price and time will be made in accordance with Articles titled CHANGES (FAR 52.243-4) and CHANGES - SUPPLEMENT (VAAR 852.236-88) of the GENERAL CONDITIONS.
- 1-8. Schedules called for in specifications and shown on shop drawings shall be submitted for use and information of Department of Veterans Affairs and Architect-Engineer. However, the Contractor shall assume responsibility for coordinating and verifying schedules. The Contracting Officer and Architect-Engineer assumes no responsibility for checking schedules or layout drawings for exact sizes, exact numbers and detailed positioning of items.
- 1-9. Submittals must be submitted by Contractor only and shipped prepaid.

Contracting Officer assumes no responsibility for checking quantities or exact numbers included in such submittals. Submittals shall be bound in three (3) ring binders by discipline (all HVAC in one book, all plumbing in another book, etc.). Bound submittals shall be separated by spec section, in numerical order, with separator tabs for each section. To expedite the process, the Contractor may submit the complete binder (with all sections tabbed) with the first submittal

prepared by the Contractor, and then the Contractor may submit other sections as they are subsequently prepared. Submittals for mechanical controls shall be in a separate submittal binder, and shall include the alarms, interlocks, set points, and sequence of operations, and include all wiring diagrams, etc. All submittals are due thirty (30) days after Notice to Proceed. Re-submittals are due fourteen (14) days after Contractor receives comments. Submittals received without a binder will not be reviewed.

- A. Submit samples required by Section 09 06 00, SCHEDULE FOR FINISHES, in quadruplicate. Submit other samples in single units unless otherwise specified. Submit shop drawings, schedules, manufacturers' literature and data, and certificates in quadruplicate, except where a greater number is specified.
- B. Submittals will receive consideration only when covered by a transmittal letter signed by Contractor. Letter shall be sent via first class mail and shall contain the list of items, name of Medical Center, name of Contractor, contract number, applicable specification paragraph numbers, applicable drawing numbers (and other information required for exact identification of location for each item), manufacturer and brand, ASTM or Federal Specification Number (if any) and such additional information as may be required by specifications for particular item being furnished. In addition, catalogs shall be marked to indicate specific items submitted for approval.
  1. A copy of letter must be enclosed with items, and any items received without identification letter will be considered "unclaimed goods" and held for a limited time only.
  2. Each sample, certificate, manufacturers' literature and data shall be labeled to indicate the name and location of the Medical Center, name of Contractor, manufacturer, brand, contract number and ASTM or Federal Specification Number as applicable and location(s) on project.

3. Required certificates shall be signed by an authorized representative of manufacturer or supplier of material, and by Contractor.

c. In addition to complying with the applicable requirements specified in preceding Article 1.9, samples which are required to have Laboratory Tests (those preceded by symbol "LT" under the separate sections of the specification shall be tested, at the expense of Contractor, in a commercial laboratory approved by Contracting Officer.

1. Laboratory shall furnish Contracting Officer with a certificate stating that it is fully equipped and qualified to perform intended work, is fully acquainted with specification requirements and intended use of materials and is an independent establishment in no way connected with organization of Contractor or with manufacturer or supplier of materials to be tested.

2. Certificates shall also set forth a list of comparable projects upon which laboratory has performed similar functions during past five years.

3. Samples and laboratory tests shall be sent directly to approved commercial testing laboratory.

4. Contractor shall send a copy of transmittal letter to both COR and to Architect-Engineer simultaneously with submission of material to a commercial testing laboratory.

5. Laboratory test reports shall be sent directly to COR for appropriate action.

6. Laboratory reports shall list contract specification test requirements and a comparative list of the laboratory test results. When tests show that the material meets specification requirements, the laboratory shall so certify on test report.

7. Laboratory test reports shall also include a recommendation for approval or disapproval of tested item.
- D. If submittal samples have been disapproved, resubmit new samples as soon as possible after notification of disapproval. Such new samples shall be marked "Resubmitted Sample" in addition to containing other previously specified information required on label and in transmittal letter.
- E. Approved samples will be kept on file by the COR at the site until completion of contract, at which time such samples will be delivered to Contractor as Contractor's property. Where noted in technical sections of specifications, approved samples in good condition may be used in their proper locations in contract work. At completion of contract, samples that are not approved will be returned to Contractor only upon request and at Contractor's expense. Such request should be made prior to completion of the contract. Disapproved samples that are not requested for return by Contractor will be discarded after completion of contract.
- F. Submittal drawings (shop, erection or setting drawings) and schedules, required for work of various trades, shall be checked before submission by technically qualified employees of Contractor for accuracy, completeness and compliance with contract requirements. These drawings and schedules shall be stamped and signed by Contractor certifying to such check.
  1. For each drawing required, submit one legible photographic paper or vellum reproducible.
  2. Reproducible shall be full size.
  3. Each drawing shall have marked thereon, proper descriptive title, including Medical Center location, project number, manufacturer's number, reference to contract drawing number, detail Section Number, and Specification Section Number.
  4. A space 120 mm by 125 mm (4-3/4 by 5 inches) shall be

reserved on each drawing to accommodate approval or disapproval stamp.

5. Submit drawings, ROLLED WITHIN A MAILING TUBE, fully protected for shipment.
  6. One reproducible print of approved or disapproved shop drawings will be forwarded to Contractor.
  7. When work is directly related and involves more than one trade, shop drawings shall be submitted to Architect-Engineer under one cover.
- 1-10. Samples (except laboratory samples), shop drawings, test reports, certificates and manufacturers' literature and data, shall be submitted for approval to DB A/E of Record. Simultaneously submit one additional copy to the COR (for pre-screening) at: VA Engineering Project Section (138P), 1601 SW Archer Road, Gainesville, FL 32608.
- 1-11. At the time of transmittal to the Architect-Engineer, the Contractor shall also send a copy of the complete submittal directly to the COR.

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### 4.39 DAVIS BACON WAGE DETERMINATION

General Decision Number: FL140005 10/17/2014 FL5

Superseded General Decision Number: FL20130005

State: Florida

Construction Type: Building

County: Alachua County in Florida.

BUILDING CONSTRUCTION PROJECTS (does not include single family homes or apartments up to and including 4 stories).

Modification Number	Publication Date
0	01/03/2014
1	02/28/2014
2	03/28/2014
3	06/13/2014
4	08/08/2014
5	08/15/2014
6	10/17/2014

ELEC1205-004 06/03/2013

	Rates	Fringes
ELECTRICIAN.....	\$ 23.08	14%+5.43

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ENGI0925-001 06/01/2013

	Rates	Fringes
OPERATOR: Crane Crawler Cranes; Truck Cranes; Pile Driver Cranes; Rough Terrain Cranes; and Any Crane not otherwise described below...	\$ 29.61	11.50
Hydraulic Cranes Rated 100 Tons or Above but Less Than 250 Tons; and Lattice Boom Cranes Less Than 150		

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Tons if not described below.	\$ 30.61	11.50
Lattice Boom Cranes Rated at 150 Tons or Above; Friction Cranes of Any Size; Mobile Tower Cranes or Luffing Boom Cranes of Any Size; Electric Tower Cranes; Hydraulic Cranes Rated at 250 Tons or Above; and Any Crane Equipped with 300 Foot or More of Any Boom Combination.....	\$ 31.61	11.50
OPERATOR: Mechanic.....	\$ 29.61	11.50
OPERATOR: Oiler.....	.\$ 22.91	11.50
OPERATOR: Boom Truck.....	\$ 29.61	11.50
OPERATOR: Concrete Pump.....	\$ 25.11	11.50

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IRON0597-003 07/01/2013

	Rates	Fringes
IRONWORKER, ORNAMENTAL AND REINFORCING.....	\$ 22.26	8.10

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\* PAIN0088-001 08/01/2014

	Rates	Fringes
PAINTER: Brush, Roller, Spray and Steel.....	\$ 17.50	8.83

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PLUM0234-001 03/01/2014

	Rates	Fringes
PLUMBER/PIPEFITTER.....	\$ 26.64	12.34

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SHEE0435-005 07/01/2014

	Rates	Fringes
SHEET METAL WORKER, Includes HVAC Duct Installation.....	\$ 22.52	14.12

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A: Holiday: 3% of the employee's regular rate of pay times the number of hours worked (excluding fringe benefit contributions), with the first effective holiday beginning Memorial Day, 2008.

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 SUFL2009-001 05/22/2009

	Rates	Fringes
BRICKLAYER.....	\$ 18.93	0.00
CARPENTER, Includes Metal Stud Installation.....	\$ 13.47	2.28
CEMENT MASON/ CONCRETE FINISHER...	\$ 17.69	1.83
INSULATOR - PIPE & PIPEWRAPPER...	\$ 13.13	3.03
IRONWORKER, STRUCTURAL.....	\$ 15.50	0.00
LABORER: Asphalt Shoveler.....	\$ 7.88	0.00
LABORER: Common or General.....	\$ 9.45	0.50
LABORER: Concrete Saw (Hand Held/Walk Behind).....	\$ 12.63	0.00
LABORER: Mason Tender - Brick...	\$ 10.75	0.00
LABORER: Mason Tender - Cement/Concrete.....	\$ 12.66	1.90
LABORER: Pipelayer.....	\$ 8.00	0.00
LABORER: Roof Tearoff.....	\$ 8.44	0.00
LABORER: Landscape and Irrigation.....	\$ 10.37	0.68
OPERATOR: Asphalt Spreader.....	\$ 11.46	0.00
OPERATOR: Backhoe/Excavator.....	\$ 12.42	0.50

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OPERATOR: Bulldozer.....	\$ 15.01	0.00
OPERATOR: Distributor.....	\$ 13.50	0.00
OPERATOR: Forklift.....	\$ 13.50	0.00
OPERATOR: Grader/Blade.....	\$ 13.73	0.00
OPERATOR: Loader.....	\$ 12.20	0.00
OPERATOR: Paver (Asphalt, Aggregate, and Concrete).....	\$ 11.20	0.00
OPERATOR: Roller.....	\$ 10.59	0.00
OPERATOR: Screed.....	\$ 10.77	0.00
OPERATOR: Tractor.....	\$ 9.91	0.00
OPERATOR: Trencher.....	\$ 11.75	0.00
ROOFER (Installation of Metal Roofs Only).....	\$ 14.26	0.59
ROOFER, Includes Built Up, Hot Tar, Modified Bitumen, Shake & Shingle, Single Ply, Slate, & Tile Roofs (Excludes Installation of Metal Roofs).....	\$ 13.06	0.00
TILE SETTER.....	\$ 14.21	1.74
TRUCK DRIVER: Dump Truck.....	\$ 10.00	0.00
TRUCK DRIVER: Lowboy Truck.....	\$ 12.16	0.00

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

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

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

#### Union Identifiers

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

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

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

#### Non-Union Identifiers

Classifications listed under an "SU" identifier were derived

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

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

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#### WAGE DETERMINATION APPEALS PROCESS

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

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

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

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

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

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request

review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

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

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

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

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

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

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END OF GENERAL DECISION

## 4.40 SECURITY REQUIREMENTS

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**SECTION 01 35 26  
SAFETY REQUIREMENTS**

**1.1 APPLICABLE PUBLICATIONS:**

A. Latest publications listed below form part of this Article to extent referenced. Publications are referenced in text by basic designations only.

B. American Society of Safety Engineers (ASSE):

A10.1-2011.....Pre-Project & Pre-Task Safety and Health  
Planning

A10.34-2012.....Protection of the Public on or Adjacent to  
Construction Sites

A10.38-2013.....Basic Elements of an Employer's Program to  
Provide a Safe and Healthful Work Environment  
American National Standard Construction and  
Demolition Operations

C. American Society for Testing and Materials (ASTM):

E84-2013.....Surface Burning Characteristics of Building  
Materials

D. The Facilities Guidelines Institute (FGI):

FGI Guidelines-2010Guidelines for Design and Construction of  
Healthcare Facilities

E. National Fire Protection Association (NFPA):

10-2013.....Standard for Portable Fire Extinguishers

30-2012.....Flammable and Combustible Liquids Code

51B-2014.....Standard for Fire Prevention During Welding,  
Cutting and Other Hot Work

70-2014.....National Electrical Code

70B-2013.....Recommended Practice for Electrical Equipment  
Maintenance

70E-2012 .....Standard for Electrical Safety in the Workplace

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99-2012.....Health Care Facilities Code

241-2013.....Standard for Safeguarding Construction,  
Alteration, and Demolition Operations

F. The Joint Commission (TJC)

TJC Manual .....Comprehensive Accreditation and Certification  
Manual

G. U.S. Nuclear Regulatory Commission

10 CFR 20 .....Standards for Protection Against Radiation

H. U.S. Occupational Safety and Health Administration (OSHA):

29 CFR 1904 .....Reporting and Recording Injuries & Illnesses

29 CFR 1910 .....Safety and Health Regulations for General  
Industry

29 CFR 1926 .....Safety and Health Regulations for Construction  
Industry

CPL 2-0.124.....Multi-Employer Citation Policy

I. VHA Directive 2005-007

**1.2 DEFINITIONS:**

A. OSHA "Competent Person" (CP). One who is capable of identifying existing and predictable hazards in the surroundings and working conditions which are unsanitary, hazardous or dangerous to employees, and who has the authorization to take prompt corrective measures to eliminate them (see 29 CFR 1926.32(f)).

B. "Qualified Person" means one who, by possession of a recognized degree, certificate, or professional standing, or who by extensive knowledge, training and experience, has successfully demonstrated his ability to solve or resolve problems relating to the subject matter, the work, or the project.

C. High Visibility Accident. Any mishap which may generate publicity or high visibility.

D. Medical Treatment. Treatment administered by a physician or by registered professional personnel under the standing orders of a

physician. Medical treatment does not include first aid treatment even through provided by a physician or registered personnel.

E. Recordable Injuries or Illnesses. Any work-related injury or illness that results in:

1. Death, regardless of the time between the injury and death, or the length of the illness;
2. Days away from work (any time lost after day of injury/illness onset);
3. Restricted work;
4. Transfer to another job;
5. Medical treatment beyond first aid;
6. Loss of consciousness; or
7. A significant injury or illness diagnosed by a physician or other licensed health care professional, even if it did not result in (1) through (6) above.

**1.3 REGULATORY REQUIREMENTS:**

A. In addition to the detailed requirements included in the provisions of this contract, comply with 29 CFR 1926, comply with 29 CFR 1910 as incorporated by reference within 29 CFR 1926, comply with ASSE A10.34, and all applicable [federal, state, and local] laws, ordinances, criteria, rules and regulations [\_\_\_\_\_]. Submit matters of interpretation of standards for resolution before starting work. Where the requirements of this specification, applicable laws, criteria, ordinances, regulations, and referenced documents vary, the most stringent requirements govern except with specific approval and acceptance by the Contracting Officer Representative.

**1.4 ACCIDENT PREVENTION PLAN (APP):**

A. The APP (aka Construction Safety & Health Plan) shall interface with the Contractor's overall safety and health program. Include any portions of the Contractor's overall safety and health program referenced in the APP in the applicable APP element and ensure it is site-specific. The Government considers the Prime Contractor to be the "controlling authority" for all worksite safety and health of each subcontractor(s). Contractors are responsible for informing their

subcontractors of the safety provisions under the terms of the contract and the penalties for noncompliance, coordinating the work to prevent one craft from interfering with or creating hazardous working conditions for other crafts, and inspecting subcontractor operations to ensure that accident prevention responsibilities are being carried out.

B. The APP shall be prepared as follows:

1. Written in English by a qualified person who is employed by the Prime Contractor articulating the specific work and hazards pertaining to the contract (model language can be found in ASSE A10.33). Specifically articulating the safety requirements found within these VA contract safety specifications.
2. Address both the Prime Contractors and the subcontractors work operations.
3. State measures to be taken to control hazards associated with materials, services, or equipment provided by suppliers.
4. Address all the elements/sub-elements and in order as follows:
  - a. **SIGNATURE SHEET.** Title, signature, and phone number of the following:
    - 1) Plan preparer (Qualified Person such as corporate safety staff person or contracted Certified Safety Professional with construction safety experience);
    - 2) Plan approver (company/corporate officers authorized to obligate the company);
    - 3) Plan concurrence (e.g., Chief of Operations, Corporate Chief of Safety, Corporate Industrial Hygienist, project manager or superintendent, project safety professional). Provide concurrence of other applicable corporate and project personnel (Contractor).
  - b. **BACKGROUND INFORMATION.** List the following:
    - 1) Contractor;
    - 2) Contract number;
    - 3) Project name;
    - 4) Brief project description, description of work to be performed, and location; phases of work anticipated (these will require an AHA).

- c. STATEMENT OF SAFETY AND HEALTH POLICY.** Provide a copy of current corporate/company Safety and Health Policy Statement, detailing commitment to providing a safe and healthful workplace for all employees. The Contractor's written safety program goals, objectives, and accident experience goals for this contract should be provided.
- d. RESPONSIBILITIES AND LINES OF AUTHORITIES.** Provide the following:
- 1) A statement of the employer's ultimate responsibility for the implementation of his SOH program;
  - 2) Identification and accountability of personnel responsible for safety at both corporate and project level. Contracts specifically requiring safety or industrial hygiene personnel shall include a copy of their resumes.
  - 3) The names of Competent and/or Qualified Person(s) and proof of competency/qualification to meet specific OSHA Competent/Qualified Person(s) requirements must be attached.;
  - 4) Requirements that no work shall be performed unless a designated competent person is present on the job site;
  - 5) Requirements for pre-task Activity Hazard Analysis (AHAs);
  - 6) Lines of authority;
  - 7) Policies and procedures regarding noncompliance with safety requirements (to include disciplinary actions for violation of safety requirements) should be identified;
- e. SUBCONTRACTORS AND SUPPLIERS.** If applicable, provide procedures for coordinating SOH activities with other employers on the job site:
- 1) Identification of subcontractors and suppliers (if known);
  - 2) Safety responsibilities of subcontractors and suppliers.
- f. TRAINING.**
- 1) Site-specific SOH orientation training at the time of initial hire or assignment to the project for every employee before working on the project site is required.
  - 2) Mandatory training and certifications that are applicable to this project (e.g., explosive actuated tools, crane operator, rigger, crane signal person, fall protection, electrical

lockout/NFPA 70E, machine/equipment lockout, confined space, etc...) and any requirements for periodic retraining/recertification are required.

- 3) Procedures for ongoing safety and health training for supervisors and employees shall be established to address changes in site hazards/conditions.
- 4) OSHA 10-hour training is required for all workers on site and the OSHA 30-hour training is required for Trade Competent Persons (CPs)

**g. SAFETY AND HEALTH INSPECTIONS.**

- 1) Specific assignment of responsibilities for a minimum daily job site safety and health inspection during periods of work activity: Who will conduct (e.g., "Site Safety and Health CP"), proof of inspector's training/qualifications, when inspections will be conducted, procedures for documentation, deficiency tracking system, and follow-up procedures.
- 2) Any external inspections/certifications that may be required (e.g., contracted CSP or CSHT)

**h. ACCIDENT INVESTIGATION & REPORTING.** The Contractor shall conduct mishap investigations of all OSHA Recordable Incidents. The APP shall include accident/incident investigation procedure & identify person(s) responsible to provide the following to the Facility Safety Officer and Contracting Officer Representative:

- 1) Exposure data (man-hours worked);
- 2) Accident investigations, reports, and logs.

**i. PLANS (PROGRAMS, PROCEDURES) REQUIRED.** Based on a risk assessment of contracted activities and on mandatory OSHA compliance programs, the Contractor shall address all applicable occupational risks in site-specific compliance and accident prevention plans. These Plans shall include but are not be limited to procedures for addressing the risks associates with the following:

- 1) Emergency response;
- 2) Contingency for severe weather;
- 3) Fire Prevention;

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- 4) Medical Support;
- 5) Posting of emergency telephone numbers;
- 6) Prevention of alcohol and drug abuse;
- 7) Site sanitation (housekeeping, drinking water, toilets);
- 8) Night operations and lighting;
- 9) Hazard communication program;
- 10) Welding/Cutting "Hot" work;
- 11) Electrical Safe Work Practices (Electrical LOTO/NFPA 70E);
- 12) General Electrical Safety
- 13) Hazardous energy control (Machine LOTO);
- 14) Site-Specific Fall Protection & Prevention;
- 15) Excavation/trenching;
- 16) Asbestos abatement;
- 17) Lead abatement;
- 18) Crane Critical lift;
- 19) Respiratory protection;
- 20) Health hazard control program;
- 21) Radiation Safety Program;
- 22) Abrasive blasting;
- 23) Heat/Cold Stress Monitoring;
- 24) Crystalline Silica Monitoring (Assessment);
- 25) Demolition plan (to include engineering survey);
- 26) Formwork and shoring erection and removal;
- 27) PreCast Concrete.

C. Submit the APP to the Contracting Officer Representative for review for compliance with contract requirements in accordance with Section 01 33 23, SHOP DRAWINGS, PRODUCT DATA AND SAMPLES 15 [\_\_] calendar days prior to the date of the preconstruction conference for acceptance. Work cannot proceed without an accepted APP.

D. Once accepted by the Contracting Officer Representative, the APP and attachments will be enforced as part of the contract. Disregarding the

provisions of this contract or the accepted APP will be cause for stopping of work, at the discretion of the Contracting Officer, until the matter has been rectified.

- E. Once work begins, changes to the accepted APP shall be made with the knowledge and concurrence of the Contracting Officer Representative. Should any severe hazard exposure, i.e. imminent danger, become evident, stop work in the area, secure the area, and develop a plan to remove the exposure and control the hazard. Notify the Contracting Officer within 24 hours of discovery. Eliminate/remove the hazard. In the interim, take all necessary action to restore and maintain safe working conditions in order to safeguard onsite personnel, visitors, the public (as defined by ASSE/SAFE A10.34) and the environment.

**1.5 ACTIVITY HAZARD ANALYSES (AHAS) :**

- A. AHAs are also known as Job Hazard Analyses, Job Safety Analyses, and Activity Safety Analyses. Before beginning each work activity involving a type of work presenting hazards not experienced in previous project operations or where a new work crew or sub-contractor is to perform the work, the Contractor(s) performing that work activity shall prepare an AHA (Example electronic AHA forms can be found on the US Army Corps of Engineers web site)
- B. AHAs shall define the activities being performed and identify the work sequences, the specific anticipated hazards, site conditions, equipment, materials, and the control measures to be implemented to eliminate or reduce each hazard to an acceptable level of risk.
- C. Work shall not begin until the AHA for the work activity has been accepted by the Contracting Officer Representative and discussed with all engaged in the activity, including the Contractor, subcontractor(s), and Government on-site representatives at preparatory and initial control phase meetings.
  - 1. The names of the Competent/Qualified Person(s) required for a particular activity (for example, excavations, scaffolding, fall protection, other activities as specified by OSHA and/or other State and Local agencies) shall be identified and included in the AHA. Certification of their competency/qualification shall be submitted to the Government Designated Authority (GDA) for acceptance prior to the start of that work activity.

2. The AHA shall be reviewed and modified as necessary to address changing site conditions, operations, or change of competent/qualified person(s).
  - a. If more than one Competent/Qualified Person is used on the AHA activity, a list of names shall be submitted as an attachment to the AHA. Those listed must be Competent/Qualified for the type of work involved in the AHA and familiar with current site safety issues.
  - b. If a new Competent/Qualified Person (not on the original list) is added, the list shall be updated (an administrative action not requiring an updated AHA). The new person shall acknowledge in writing that he or she has reviewed the AHA and is familiar with current site safety issues.
3. Submit AHAs to the Contracting Officer Representative for review for compliance with contract requirements in accordance with Section 01 33 23, SHOP DRAWINGS, PRODUCT DATA AND SAMPLES for review at least 15 calendar days prior to the start of each phase. Subsequent AHAs as shall be formatted as amendments to the APP. The analysis should be used during daily inspections to ensure the implementation and effectiveness of the activity's safety and health controls.
4. The AHA list will be reviewed periodically (at least monthly) at the Contractor supervisory safety meeting and updated as necessary when procedures, scheduling, or hazards change.
5. Develop the activity hazard analyses using the project schedule as the basis for the activities performed. All activities listed on the project schedule will require an AHA. The AHAs will be developed by the contractor, supplier, or subcontractor and provided to the prime contractor for review and approval and then submitted to the Contracting Officer Representative.

**1.6 PRECONSTRUCTION CONFERENCE:**

- A. Contractor representatives who have a responsibility or significant role in implementation of the accident prevention program, as required by 29 CFR 1926.20(b)(1), on the project shall attend the preconstruction conference to gain a mutual understanding of its implementation. This includes the project superintendent, subcontractor superintendents, and any other assigned safety and health professionals.

- B. Discuss the details of the submitted APP to include incorporated plans, programs, procedures and a listing of anticipated AHAs that will be developed and implemented during the performance of the contract. This list of proposed AHAs will be reviewed at the conference and an agreement will be reached between the Contractor and the Contracting Officer's representative as to which phases will require an analysis. In addition, establish a schedule for the preparation, submittal, review, and acceptance of AHAs to preclude project delays.
- C. Deficiencies in the submitted APP will be brought to the attention of the Contractor within 14 days of submittal, and the Contractor shall revise the plan to correct deficiencies and re-submit it for acceptance. Do not begin work until there is an accepted APP.

**1.7 "SITE SAFETY AND HEALTH OFFICER" (SSHO) AND "COMPETENT PERSON" (CP):**

- A. The Prime Contractor shall designate a minimum of one SSHO at each project site that will be identified as the SSHO to administer the Contractor's safety program and government-accepted Accident Prevention Plan. Each subcontractor shall designate a minimum of one CP in compliance with 29 CFR 1926.20 (b) (2) that will be identified as a CP to administer their individual safety programs.
- B. Further, all specialized Competent Persons for the work crews will be supplied by the respective contractor as required by 29 CFR 1926 (i.e. Asbestos, Electrical, Cranes, & Derricks, Demolition, Fall Protection, Fire Safety/Life Safety, Ladder, Rigging, Scaffolds, and Trenches/Excavations).
- C. These Competent Persons can have collateral duties as the subcontractor's superintendent and/or work crew lead persons as well as fill more than one specialized CP role (i.e. Asbestos, Electrical, Cranes, & Derricks, Demolition, Fall Protection, Fire Safety/Life Safety, Ladder, Rigging, Scaffolds, and Trenches/Excavations).
- D. The SSHO or an equally-qualified Designated Representative/alternate will maintain a presence on the site during construction operations in accordance with FAR Clause 52.236-6: *Superintendence by the Contractor*. CPs will maintain presence during their construction activities in accordance with above mentioned clause. A listing of the designated SSHO and all known CPs shall be submitted prior to the start of work as

part of the APP with the training documentation and/or AHA as listed in Section 1.8 below.

- E. The repeated presence of uncontrolled hazards during a contractor's work operations will result in the designated CP as being deemed incompetent and result in the required removal of the employee in accordance with FAR Clause 52.236-5: Material and Workmanship, Paragraph (c).

**1.8 TRAINING:**

- A. The designated Prime Contractor SSHO must meet the requirements of all applicable OSHA standards and be capable (through training, experience, and qualifications) of ensuring that the requirements of 29 CFR 1926.16 and other appropriate Federal, State and local requirements are met for the project. As a minimum the SSHO must have completed the OSHA 30-hour Construction Safety class and have five (5) years of construction industry safety experience or three (3) years if he/she possesses a Certified Safety Professional (CSP) or certified Construction Safety and Health Technician (CSHT) certification or have a safety and health degree from an accredited university or college.
- B. All designated CPs shall have completed the OSHA 30-hour Construction Safety course within the past 5 years.
- C. In addition to the OSHA 30 Hour Construction Safety Course, all CPs with high hazard work operations such as operations involving asbestos, electrical, cranes, demolition, work at heights/fall protection, fire safety/life safety, ladder, rigging, scaffolds, and trenches/excavations shall have a specialized formal course in the hazard recognition & control associated with those high hazard work operations. Documented "repeat" deficiencies in the execution of safety requirements will require retaking the requisite formal course.
- D. All other construction workers shall have the OSHA 10-hour Construction Safety Outreach course and any necessary safety training to be able to identify hazards within their work environment.
- E. Submit training records associated with the above training requirements to the Contracting Officer Representative for review for compliance with contract requirements in accordance with Section 01 33 23, SHOP DRAWINGS, PRODUCT DATA AND SAMPLES 15 calendar days prior to the date of the preconstruction conference for acceptance.

- F. Prior to any worker for the contractor or subcontractors beginning work, they shall undergo a safety briefing provided by the SSHO or his/her designated representative. As a minimum, this briefing shall include information on the site-specific hazards, construction limits, VAMC safety guidelines, means of egress, break areas, work hours, locations of restrooms, use of VAMC equipment, emergency procedures, accident reporting etc... Documentation shall be provided to the Resident Engineer that individuals have undergone contractor's safety briefing.
- G. Ongoing safety training will be accomplished in the form of weekly documented safety meeting.

**1.9 INSPECTIONS:**

- A. The SSHO shall conduct frequent and regular safety inspections (daily) of the site and each of the subcontractors CPs shall conduct frequent and regular safety inspections (daily) of their work operations as required by 29 CFR 1926.20(b)(2). Each week, the SSHO shall conduct a formal documented inspection of the entire construction areas with the subcontractors' "Trade Safety and Health CPs" present in their work areas. Coordinate with, and report findings and corrective actions weekly to Contracting Officer Representative.
- B. A Certified Safety Professional (CSP) with specialized knowledge in construction safety or a certified Construction Safety and Health Technician (CSHT) shall randomly conduct a monthly site safety inspection. The CSP or CSHT can be a corporate safety professional or independently contracted. The CSP or CSHT will provide their certificate number on the required report for verification as necessary.
1. Results of the inspection will be documented with tracking of the identified hazards to abatement.
  2. The Contracting Officer Representative will be notified immediately prior to start of the inspection and invited to accompany the inspection.
  3. Identified hazard and controls will be discussed to come to a mutual understanding to ensure abatement and prevent future reoccurrence.
  4. A report of the inspection findings with status of abatement will be provided to the Contracting Officer Representative within one week of the onsite inspection.

**1.10 ACCIDENTS, OSHA 300 LOGS, AND MAN-HOURS:**

- A. Notify the Contracting Officer Representative as soon as practical, but no more than four hours after any accident meeting the definition of OSHA Recordable Injuries or Illnesses or High Visibility Accidents, property damage equal to or greater than \$5,000, or any weight handling equipment accident. Within notification include contractor name; contract title; type of contract; name of activity, installation or location where accident occurred; date and time of accident; names of personnel injured; extent of property damage, if any; extent of injury, if known, and brief description of accident (to include type of construction equipment used, PPE used, etc.). Preserve the conditions and evidence on the accident site until the Facility Safety Officer and Contracting Officer Representative determine whether a government investigation will be conducted.
- B. Conduct an accident investigation for recordable injuries and illnesses, for Medical Treatment defined in paragraph DEFINITIONS, and property damage accidents resulting in at least \$20,000 in damages, to establish the root cause(s) of the accident. Complete the VA Form 2162, and provide the report to the Contracting Officer Representative within 5 calendar days of the accident. The Facility Safety Officer or Contracting Officer Representative will provide copies of any required or special forms.
- C. A summation of all man-hours worked by the contractor and associated sub-contractors for each month will be reported to the Contracting Officer Representative monthly.
- D. A summation of all OSHA recordable accidents experienced on site by the contractor and associated sub-contractors for each month will be provided to the Facility Safety Officer or Contracting Officer Representative monthly. The contractor and associated sub-contractors' OSHA 300 logs will be made available to the Facility Safety Officer or Contracting Officer Representative as requested.

**1.11 PERSONAL PROTECTIVE EQUIPMENT (PPE):**

- A. PPE is governed in all areas by the nature of the work the employee is performing. For example, specific PPE required for performing work on electrical equipment is identified in NFPA 70E, Standard for Electrical Safety in the Workplace.
- B. Mandatory PPE includes:

1. Hard Hats - unless written authorization is given by the Contracting Officer Representative in circumstances of work operations that have limited potential for falling object hazards such as during finishing work or minor remodeling. With authorization to relax the requirement of hard hats, if a worker becomes exposed to an overhead falling object hazard, then hard hats would be required in accordance with the OSHA regulations.
2. Safety glasses - unless written authorization is given by the Contracting Officer Representative appropriate safety glasses meeting the ANSI Z.87.1 standard must be worn by each person on site.
3. Appropriate Safety Shoes - based on the hazards present, safety shoes meeting the requirements of ASTM F2413-11 shall be worn by each person on site unless written authorization is given by the Contracting Officer Representative.
4. Hearing protection - Use personal hearing protection at all times in designated noise hazardous areas or when performing noise hazardous tasks.

#### **1.12 INFECTION CONTROL**

- A. Infection Control is critical in all medical center facilities. Interior construction activities causing disturbance of existing dust, or creating new dust, must be conducted within ventilation-controlled areas that minimize the flow of airborne particles into patient areas. Exterior construction activities causing disturbance of soil or creates dust in some other manner must be controlled.
- B. An AHA associated with infection control will be performed by VA personnel in accordance with FGI Guidelines (i.e. Infection Control Risk Assessment (ICRA)). The ICRA procedure found on the American Society for Healthcare Engineering (ASHE) website will be utilized. Risk classifications of Class II or lower will require approval by the Contracting Officer Representative before beginning any construction work. Risk classifications of Class III or higher will require a permit before beginning any construction work. Infection Control permits will be issued by the Contracting Officer Representative. The Infection Control Permits will be posted outside the appropriate construction area. More than one permit may be issued for a construction project if the work is located in separate areas requiring

separate classes. The primary project scope area for this project is: **Class III**, however, work outside the primary project scope area may vary. The required infection control precautions with each class are as follows:

1. Class I requirements:

a. During Construction Work:

- 1) Notify the or Contracting Officer Representative
- 2) Execute work by methods to minimize raising dust from construction operations.
- 3) Ceiling tiles: Immediately replace a ceiling tiles displaced for visual inspection.

b. Upon Completion:

- 1) Clean work area upon completion of task
- 2) Notify the Contracting Officer Representative

2. Class II requirements:

a. During Construction Work:

- 1) Notify the Contracting Officer Representative
- 2) Provide active means to prevent airborne dust from dispersing into atmosphere such as wet methods or tool mounted dust collectors where possible.
- 3) Water mist work surfaces to control dust while cutting.
- 4) Seal unused doors with duct tape.
- 5) Block off and seal air vents.
- 6) Remove or isolate HVAC system in areas where work is being performed.

b. Upon Completion:

- 1) Wipe work surfaces with cleaner/disinfectant.
- 2) Contain construction waste before transport in tightly covered containers.
- 3) Wet mop and/or vacuum with HEPA filtered vacuum before leaving work area.
- 4) Upon completion, restore HVAC system where work was performed

5) Notify the Contracting Officer Representative

3. Class III requirements:

a. During Construction Work:

- 1) Obtain permit from the Contracting Officer Representative
- 2) Remove or Isolate HVAC system in area where work is being done to prevent contamination of duct system.
- 3) Complete all critical barriers i.e. sheetrock, plywood, plastic, to seal area from non work area or implement control cube method (cart with plastic covering and sealed connection to work site with HEPA vacuum for vacuuming prior to exit) before construction begins. Install construction barriers and ceiling protection carefully, outside of normal work hours.
- 4) Maintain negative air pressure, 0.01 inches of water gauge, within work site utilizing HEPA equipped air filtration units and continuously monitored with a digital display, recording and alarm instrument, which must be calibrated on installation, maintained with periodic calibration and monitored by the contractor.
- 5) Contain construction waste before transport in tightly covered containers.
- 6) Cover transport receptacles or carts. Tape covering unless solid lid.

b. Upon Completion:

- 1) Do not remove barriers from work area until completed project is inspected by the Contracting Officer Representative and thoroughly cleaned by the VA Environmental Services Department.
- 2) Remove construction barriers and ceiling protection carefully to minimize spreading of dirt and debris associated with construction, outside of normal work hours.
- 3) Vacuum work area with HEPA filtered vacuums.
- 4) Wet mop area with cleaner/disinfectant.
- 5) Upon completion, restore HVAC system where work was performed.
- 6) Return permit to the Contracting Officer Representative

4. Class IV requirements:

a. During Construction Work:

- 1) Obtain permit from the Contracting Officer Representative
- 2) Isolate HVAC system in area where work is being done to prevent contamination of duct system.
- 3) Complete all critical barriers i.e. sheetrock, plywood, plastic, to seal area from non work area or implement control cube method (cart with plastic covering and sealed connection to work site with HEPA vacuum for vacuuming prior to exit) before construction begins. Install construction barriers and ceiling protection carefully, outside of normal work hours.
- 4) Maintain negative air pressure within work site utilizing HEPA equipped air filtration units.
- 5) Seal holes, pipes, conduits, and punctures.
- 6) Construct anteroom and require all personnel to pass through this room so they can be vacuumed using a HEPA vacuum cleaner before leaving work site or they can wear cloth or paper coveralls that are removed each time they leave work site.
- 7) All personnel entering work site are required to wear shoe covers. Shoe covers must be changed each time the worker exits the work area.

b. Upon Completion:

- 1) Do not remove barriers from work area until completed project is inspected by the Contracting Officer Representative with thorough cleaning by the VA Environmental Services Dept.
- 2) Remove construction barriers and ceiling protection carefully to minimize spreading of dirt and debris associated with construction, outside of normal work hours.
- 3) Contain construction waste before transport in tightly covered containers.
- 4) Cover transport receptacles or carts. Tape covering unless solid lid.
- 5) Vacuum work area with HEPA filtered vacuums.
- 6) Wet mop area with cleaner/disinfectant.

7) Upon completion, restore HVAC system where work was performed.

8) Return permit to the Contracting Officer Representative

C. Barriers shall be erected as required based upon classification (Class III & IV requires barriers) and shall be constructed as follows:

1. Class III and IV - closed door with masking tape applied over the frame and door is acceptable for projects that can be contained in a single room.
2. Construction, demolition or reconstruction not capable of containment within a single room must have the following barriers erected and made presentable on hospital occupied side:
  - a. Class III & IV (where dust control is the only hazard, and an agreement is reached with the Resident Engineer and Medical Center) - Airtight plastic barrier that extends from the floor to ceiling. Seams must be sealed with duct tape to prevent dust and debris from escaping
  - b. Class III & IV - Drywall barrier erected with joints covered or sealed to prevent dust and debris from escaping.
  - c. Class III & IV - Seal all penetrations in existing barrier airtight
  - d. Class III & IV - Barriers at penetration of ceiling envelopes, chases and ceiling spaces to stop movement air and debris
  - e. Class IV only - Anteroom or double entrance openings that allow workers to remove protective clothing or vacuum off existing clothing
  - f. Class III & IV - At elevators shafts or stairways within the field of construction, overlapping flap minimum of two feet wide of polyethylene enclosures for personnel access.

D. Products and Materials:

1. Sheet Plastic: Fire retardant polystyrene, 6-mil thickness meeting local fire codes
2. Barrier Doors: Self Closing One-hour fire-rated solid core wood in steel frame, painted
3. Dust proof one-hour fire-rated drywall

4. High Efficiency Particulate Air-Equipped filtration machine rated at 95% capture of 0.3 microns including pollen, mold spores and dust particles. HEPA filters should have ASHRAE 85 or other prefilter to extend the useful life of the HEPA. Provide both primary and secondary filtrations units. Maintenance of equipment and replacement of the HEPA filters and other filters will be in accordance with manufacturer's instructions.
  5. Exhaust Hoses: Heavy duty, flexible steel reinforced; Ventilation Blower Hose
  6. Adhesive Walk-off Mats: Provide minimum size mats of 24 inches x 36 inches
  7. Disinfectant: Hospital-approved disinfectant or equivalent product
  8. Portable Ceiling Access Module
- E. Before any construction on site begins, all contractor personnel involved in the construction or renovation activity shall be educated and trained in infection prevention measures established by the medical center.
- F. A dust control program will be establish and maintained as part of the contractor's infection preventive measures in accordance with the FGI Guidelines for Design and Construction of Healthcare Facilities. Prior to start of work, prepare a plan detailing project-specific dust protection measures with associated product data, including periodic status reports, and submit to Facility CSC for review for compliance with contract requirements in accordance with Section 01 33 23, SHOP DRAWINGS, PRODUCT DATA AND SAMPLES.
- G. Medical center Infection Control personnel will monitor for airborne disease (e.g. aspergillosis) during construction. A baseline of conditions will be established by the medical center prior to the start of work and periodically during the construction stage to determine impact of construction activities on indoor air quality with safe thresholds established.
- H. In general, the following preventive measures shall be adopted during construction to keep down dust and prevent mold.
1. Contractor shall verify that construction exhaust to exterior is not reintroduced to the medical center through intake vents, or building

openings. HEPA filtration is required where the exhaust dust may reenter the medical center.

2. Exhaust hoses shall be exhausted so that dust is not reintroduced to the medical center.
3. Adhesive Walk-off/Carpet Walk-off Mats shall be used at all interior transitions from the construction area to occupied medical center area. These mats shall be changed as often as required to maintain clean work areas directly outside construction area at all times.
4. Vacuum and wet mop all transition areas from construction to the occupied medical center at the end of each workday. Vacuum shall utilize HEPA filtration. Maintain surrounding area frequently. Remove debris as it is created. Transport these outside the construction area in containers with tightly fitting lids.
5. The contractor shall not haul debris through patient-care areas without prior approval of the Resident Engineer and the Medical Center. When, approved, debris shall be hauled in enclosed dust proof containers or wrapped in plastic and sealed with duct tape. No sharp objects should be allowed to cut through the plastic. Wipe down the exterior of the containers with a damp rag to remove dust. All equipment, tools, material, etc. transported through occupied areas shall be made free from dust and moisture by vacuuming and wipe down.
6. There shall be no standing water during construction. This includes water in equipment drip pans and open containers within the construction areas. All accidental spills must be cleaned up and dried within 12 hours. Remove and dispose of porous materials that remain damp for more than 72 hours.
7. At completion, remove construction barriers and ceiling protection carefully, outside of normal work hours. Vacuum and clean all surfaces free of dust after the removal.

I. Final Cleanup:

1. Upon completion of project, or as work progresses, remove all construction debris from above ceiling, vertical shafts and utility chases that have been part of the construction.
2. Perform HEPA vacuum cleaning of all surfaces in the construction area. This includes walls, ceilings, cabinets, furniture (built-in or free standing), partitions, flooring, etc.

3. All new air ducts shall be cleaned prior to final inspection.

J. Exterior Construction

1. Contractor shall verify that dust will not be introduced into the medical center through intake vents, or building openings. HEPA filtration on intake vents is required where dust may be introduced.
2. Dust created from disturbance of soil such as from vehicle movement will be wetted with use of a water truck as necessary
3. All cutting, drilling, grinding, sanding, or disturbance of materials shall be accomplished with tools equipped with either local exhaust ventilation (i.e. vacuum systems) or wet suppression controls.

**1.14 FIRE SAFETY**

- A. Fire Safety Plan: Establish and maintain a site-specific 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 // Resident Engineer // Project Manager // and Facility Safety // Manager // Officer // or Contracting Officer Representative // or Government Designated Authority // for review for compliance with contract requirements in accordance with Section 01 33 23, SHOP DRAWINGS, PRODUCT DATA AND SAMPLES. This plan may be an element of the Accident Prevention Plan.
- B. 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.
- C. 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).
- D. Temporary Construction Partitions:
  1. Install and maintain temporary construction partitions to provide smoke-tight separations between construction areas and adjoining areas. Construct partitions of gypsum board or treated plywood (flame spread rating of 25 or less in accordance with ASTM E84) on both sides of fire retardant treated wood or metal steel studs.

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- Extend the partitions through suspended ceilings to floor slab deck or roof. Seal joints and penetrations. At door openings, install Class C, ¾ hour fire/smoke rated doors with self-closing devices.
2. Install one-hour fire-rated temporary construction partitions as shown on drawings, or directed, to maintain integrity of existing exit stair enclosures, exit passageways, fire-rated enclosures of hazardous areas, horizontal exits, smoke barriers, vertical shafts and openings enclosures.
  3. Close openings in smoke barriers and fire-rated construction to maintain fire ratings. Seal penetrations with listed through-penetration firestop materials in accordance with Section 07 84 00, FIRESTOPPING.
- E. Temporary Heating and Electrical: Install, use and maintain installations in accordance with 29 CFR 1926, NFPA 241 and NFPA 70.
- F. Means of Egress: Do not block exiting for occupied buildings, including paths from exits to roads. Minimize disruptions and coordinate with Contracting Officer Representative.
- G. Egress Routes for Construction Workers: Maintain free and unobstructed egress. Inspect daily. Report findings and corrective actions weekly to Contracting Officer Representative.
- H. Fire Extinguishers: Provide and maintain extinguishers in construction areas and temporary storage areas in accordance with 29 CFR 1926, NFPA 241 and NFPA 10.
- I. Flammable and Combustible Liquids: Store, dispense and use liquids in accordance with 29 CFR 1926, NFPA 241 and NFPA 30.
- J. Standpipes: Install and extend standpipes up with each floor in accordance with 29 CFR 1926 and NFPA 241. Do not charge wet standpipes subject to freezing until weather protected.
- K. Sprinklers: Install, test and activate new automatic sprinklers prior to removing existing sprinklers, is permitted by ISLM and Contracting Officer Representative.
- L. Existing Fire Protection: Do not impair automatic sprinklers, smoke and heat detection, and fire alarm systems, except for portions immediately under construction, and temporarily for connections. Provide fire watch for impairments more than 4 hours in a 24-hour period. Request

interruptions in accordance with Article, OPERATIONS AND STORAGE AREAS, and coordinate with Contracting Officer Representative. All existing or temporary fire protection systems (fire alarms, sprinklers) located in construction areas shall be tested as coordinated with the medical center. Parameters for the testing and results of any tests performed shall be recorded by the medical center and copies provided to the Resident Engineer.

- M. Smoke Detectors: Prevent accidental operation. Remove temporary covers at end of work operations each day. Coordinate with Facility Safety Officer or Contracting Officer Representative.
- N. Hot Work: Perform and safeguard hot work operations in accordance with NFPA 241 and NFPA 51B. Coordinate with Facility Safety Office or Contracting Officer Representative. Obtain permits from Facility Safety Officer or Contracting Officer Representative at least two (2) hours in advance.
- O. Fire Hazard Prevention and Safety Inspections: Inspect entire construction areas weekly. Coordinate with, and report findings and corrective actions weekly to Facility Safety Officer or Contracting Officer Representative.
- P. Smoking: Smoking is prohibited in and adjacent to construction areas inside existing buildings and additions under construction. In separate and detached buildings under construction, smoking is prohibited except in designated smoking rest areas.
- Q. Dispose of waste and debris in accordance with NFPA 241. Remove from buildings daily.
- R. If required, submit documentation to the Contracting Officer Representative that personnel have been trained in the fire safety aspects of working in areas with impaired structural or compartmentalization features.

#### **1.15 ELECTRICAL**

- A. All electrical work shall comply with NFPA 70 (NEC), NFPA 70B, NFPA 70E, 29 CFR Part 1910 Subpart J - General Environmental Controls, 29 CFR Part 1910 Subpart S - Electrical, and 29 CFR 1926 Subpart K in addition to other references required by contract.

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- B. All qualified persons performing electrical work under this contract shall be licensed journeyman or master electricians. All apprentice electricians performing under this contract shall be deemed unqualified persons unless they are working under the immediate supervision of a licensed electrician or master electrician.
- C. All electrical work will be accomplished de-energized and in the Electrically Safe Work Condition ( refer to NFPA 70E for Work Involving Electrical Hazards, including Exemptions to Work Permit). Any Contractor, subcontractor or temporary worker who fails to fully comply with this requirement is subject to immediate termination in accordance with FAR clause 52.236-5(c). Only in rare circumstance where achieving an electrically safe work condition prior to beginning work would increase or cause additional hazards, or is infeasible due to equipment design or operational limitations is energized work permitted. The Chief of Facilities Management and Contracting Officer Representative with approval of the Medical Center Director will make the determination if the circumstances would meet the exception outlined above. An AHA specific to energized work activities will be developed, reviewed, and accepted prior to the start of that work.
1. Development of a Hazardous Electrical Energy Control Procedure is required prior to de-energization. A single Simple Lockout/Tagout Procedure for multiple work operations can only be used for work involving qualified person(s) de-energizing one set of conductors or circuit part source. Task specific Complex Lockout/Tagout Procedures are required at all other times.
  2. Verification of the absence of voltage after de-energization and lockout/tagout is considered "energized electrical work" (live work) under NFPA 70E, and shall only be performed by qualified persons wearing appropriate shock protective (voltage rated) gloves and arc rate personal protective clothing and equipment, using Underwriters Laboratories (UL) tested and appropriately rated contact electrical testing instruments or equipment appropriate for the environment in which they will be used.
  3. Personal Protective Equipment (PPE) and electrical testing instruments will be readily available for inspection by the Facility Safety Officer or Contracting Officer Representative.
- D. Before beginning any electrical work, an Activity Hazard Analysis (AHA) will be conducted to include Shock Hazard and Arc Flash Hazard analyses

(NFPA Tables can be used only as a last alternative and it is strongly suggested a full Arc Flash Hazard Analyses be conducted). Work shall not begin until the AHA for the work activity has been accepted by the Contracting Officer Representative or Government Designated Authority and discussed with all engaged in the activity, including the Contractor, subcontractor(s), and Government on-site representatives at preparatory and initial control phase meetings.

- E.** Ground-fault circuit interrupters. All 120-volt, single-phase 20-ampere receptacle outlets on construction sites shall have approved ground-fault circuit interrupters for personnel protection. "Assured Equipment Grounding Conductor Program" only is not allowed.

**1.16 FALL PROTECTION**

- A. The fall protection (FP) threshold height requirement is 6 ft (1.8 m) for ALL WORK, unless specified differently or the OSHA 29 CFR 1926 requirements are more stringent, to include steel erection activities, systems-engineered activities (prefabricated) metal buildings, residential (wood) construction and scaffolding work.
  - 1. The use of a Safety Monitoring System (SMS) as a fall protection method is prohibited.
  - 2. The use of Controlled Access Zone (CAZ) as a fall protection method is prohibited.
  - 3. A Warning Line System (WLS) may ONLY be used on floors or flat or low-sloped roofs (between 0 - 18.4 degrees or 4:12 slope) and shall be erected around all sides of the work area (See 29 CFR 1926.502(f) for construction of WLS requirements). Working within the WLS does not require FP. No worker shall be allowed in the area between the roof or floor edge and the WLS without FP. FP is required when working outside the WLS.
  - 4. Fall protection while using a ladder will be governed by the OSHA requirements.

**1.17 SCAFFOLDS AND OTHER WORK PLATFORMS**

- A. All scaffolds and other work platforms construction activities shall comply with 29 CFR 1926 Subpart L.
- B. The fall protection (FP) threshold height requirement is 6 ft (1.8 m) as stated in Section 1.16.

- C. The following hierarchy and prohibitions shall be followed in selecting appropriate work platforms.
1. Scaffolds, platforms, or temporary floors shall be provided for all work except that can be performed safely from the ground or similar footing.
  2. Ladders less than 20 feet may be used as work platforms only when use of small hand tools or handling of light material is involved.
  3. Ladder jacks, lean-to, and prop-scaffolds are prohibited.
  4. Emergency descent devices shall not be used as working platforms.
- D. Contractors shall use a scaffold tagging system in which all scaffolds are tagged by the Competent Person. Tags shall be color-coded: green indicates the scaffold has been inspected and is safe to use; red indicates the scaffold is unsafe to use. Tags shall be readily visible, made of materials that will withstand the environment in which they are used, be legible and shall include:
1. The Competent Person's name and signature;
  2. Dates of initial and last inspections.
- E. Mast Climbing work platforms: When access ladders, including masts designed as ladders, exceed 20 ft (6 m) in height, positive fall protection shall be used.

#### **1.18 EXCAVATION AND TRENCHES**

- A. All excavation and trenching work shall comply with 29 CFR 1926 Subpart P.
- B. All excavations and trenches 5 feet in depth or greater shall require a written trenching and excavation permit (NOTE - some States and other local jurisdictions require separate state/jurisdiction-issued excavation permits). The permit shall be completed and provided to the Facility Safety Officer prior to commencing work for the day. At the end of the day, the permit shall be closed out and provided to the Facility Safety Officer and Contracting Officers Representative. The permit shall be maintained onsite and include the following:
1. Determination of soil classification
  2. Indication that utilities have been located and identified. If utilities could not be located after all reasonable attempt, then excavating operations will proceed cautiously.

3. Indication of selected excavation protective system.
  4. Indication that the spoil pile will be stored at least 2 feet from the edge of the excavation and safe access provided within 25 feet of the workers.
  5. Indication of assessment for a potential toxic, explosive, or oxygen deficient atmosphere.
- C. If not using an engineered protective system such as a trench box, shielding, shoring, or other Professional Engineer designed system and using a sloping or benching system, soil classification cannot be Solid Rock or Type A. All soil will be classified as Type B or Type C and sloped or benched in accordance with Appendix B of 29 CFR 1926.

#### **1.19 CRANES**

- A. All crane work shall comply with 29 CFR 1926 Subpart CC.
- B. Prior to operating a crane, the operator must be licensed, qualified or certified to operate the crane. Thus, all the provisions contained with Subpart CC are effective and there is no "Phase In" date of November 10, 2014.
- C. A detailed lift permit shall be submitted 14 days prior to the scheduled lift complete with route for truck carrying load, crane load analysis, siting of crane and path of swing. The lift will not be allowed without approval of this document.
- D. Crane operators shall not carry loads
  1. over the general public or VAMC personnel
  2. over any occupied building unless
    - a. the top two floors are vacated
    - b. or overhead protection with a design live load of 300 psf is provided

#### **1.20 CONTROL OF HAZARDOUS ENERGY (LOCKOUT/TAGOUT)**

- A. All installation, maintenance, and servicing of equipment or machinery shall comply with 29 CFR 1910.147 except for specifically referenced operations in 29 CFR 1926 such as concrete & masonry equipment [1926.702(j)], heavy machinery & equipment [1926.600(a)(3)(i)], and process safety management of highly hazardous chemicals (1926.64). Control of hazardous electrical energy during the installation,

maintenance, or servicing of electrical equipment shall comply with Section 1.15 to include NFPA 70E and other VA specific requirements discussed in the section.

**1.21 CONFINED SPACE ENTRY**

- A. All confined space entry shall comply with 29 CFR 1910.146 except for specifically referenced operations in 29 CFR 1926 such as excavations/trenches [1926.651(g)].
- B. A site-specific Confined Space Entry Plan (including permitting process) shall be developed and submitted to the Contracting Officer Representative and Facility Safety Officer.

**1.22 WELDING AND CUTTING**

As specified in section 1.14, Hot Work: Perform and safeguard hot work operations in accordance with NFPA 241 and NFPA 51B. Coordinate with Contracting Officer Representative and/or Facility Safety Officer. Obtain permits from Contracting Officer Representative and/or Facility Safety Officer at least two hours in advance.

**1.23 LADDERS**

- A. All Ladder use shall comply with 29 CFR 1926 Subpart X.
- B. All portable ladders shall be of sufficient length and shall be placed so that workers will not stretch or assume a hazardous position.
- C. Manufacturer safety labels shall be in place on ladders
- D. Step Ladders shall not be used in the closed position
- E. Top steps or cap of step ladders shall not be used as a step
- F. Portable ladders, used as temporary access, shall extend at least 3 ft (0.9 m) above the upper landing surface.
  - 1. When a 3 ft (0.9-m) extension is not possible, a grasping device (such as a grab rail) shall be provided to assist workers in mounting and dismounting the ladder.
  - 2. In no case shall the length of the ladder be such that ladder deflection under a load would, by itself, cause the ladder to slip from its support.
- G. Ladders shall be inspected for visible defects on a daily basis and after any occurrence that could affect their safe use. Broken or

damaged ladders shall be immediately tagged "DO NOT USE," or with similar wording, and withdrawn from service until restored to a condition meeting their original design.

**1.24 FLOOR & WALL OPENINGS**

- A. All floor and wall openings shall comply with 29 CFR 1926 Subpart M.
- B. Floor and roof holes/openings are any that measure over 2 in (51 mm) in any direction of a walking/working surface which persons may trip or fall into or where objects may fall to the level below. See 21.F for covering and labeling requirements. Skylights located in floors or roofs are considered floor or roof hole/openings.
- C. All floor, roof openings or hole into which a person can accidentally walk or fall through shall be guarded either by a railing system with toeboards along all exposed sides or a load-bearing cover. When the cover is not in place, the opening or hole shall be protected by a removable guardrail system or shall be attended when the guarding system has been removed, or other fall protection system.
  - 1. Covers shall be capable of supporting, without failure, at least twice the weight of the worker, equipment and material combined.
  - 2. Covers shall be secured when installed, clearly marked with the word "HOLE", "COVER" or "Danger, Roof Opening-Do Not Remove" or color-coded or equivalent methods (e.g., red or orange "X"). Workers must be made aware of the meaning for color coding and equivalent methods.
  - 3. Roofing material, such as roofing membrane, insulation or felts, covering or partly covering openings or holes, shall be immediately cut out. No hole or opening shall be left unattended unless covered.
  - 4. Non-load-bearing skylights shall be guarded by a load-bearing skylight screen, cover, or railing system along all exposed sides.
  - 5. Workers are prohibited from standing/walking on skylights.

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**4.41 ATTACHMENT 1 - SITE PLAN**

Site Plan on page 132

**4.42 ATTACHMENT 2 – ARCHITECTURAL PLAN**

Architectural Plan on page 133.



