

SOLICITATION, OFFER, AND AWARD (Construction, Alteration, or Repair)	1. SOLICITATION NO.	2. TYPE OF SOLICITATION	3. DATE ISSUED	PAGE OF PAGES
	VA786-15-R-0138	<input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)	03/27/2015	1 of 74

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

4. CONTRACT NO.	5. REQUISITION/PURCHASE REQUEST NO.	6. PROJECT NO.
	PR 8035-000013	803-NRM15-08

7. ISSUED BY	43C1	8. ADDRESS OFFER TO
Department of Veterans Affairs NCA Contracting Service, MSN I 5000 Wissahickon Ave Philadelphia, PA 19144		Department of Veterans Affairs NCA Contracting Service https://www.vendorportal.ecms.va.gov

9. FOR INFORMATION CALL:	A. NAME	B. TELEPHONE NO. (Include area code) (NO COLLECT CALLS)
	Iris Chen, iris.chnel@va.gov	215-381-3787 x 4635

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):

Contractor shall provide all labor, equipment, material and supervision necessary to construct pavement, apron, and drainage items as necessary at the Bath National Cemetery located at the Bath National Cemetery, San Juan Ave, Bath, NY 14810

This procurement is a 100% set-aside for Service Disabled Veteran Owned Small Business (SDVOSB).

NAICS CODE: 238110 Size Standard: \$15 Million, Magnitude of Construction: Between \$100,000 to \$250,00000.

Payment and performance bond is required for award.

Contractor shall begin performance within 15 calendar days and complete work within 90 calendar days after receiving the the notice to proceed.

Pre-bid Site Visit: 04/07/2015 @ 10:00am local time, meet at the Admin Office . This is the only organized site visit. Contact Mark Schultz - COR(607) 664-4853 or email: Mark.Schultz@va.gov (see site visit provision)

For information regarding this solicitation, submit all questions by email before 04/09/2015 at 2:00 pm EST. Submit questions to Iris.Chen1@va.gov No questions will be answered after this date.

Proposals due to the vendorportal (hyperlink in Block 8) by: 04/17/2015 at 2:00 PM EST. See instructions on Page 31.

Vendor DUNS #: _____
 Vendor POC: _____
 Vendor Phone: _____
 Vendor Email: _____

11. The Contractor shall begin performance within <u>15</u> calendar days and complete it within <u>90</u> calendar days after receiving <input type="checkbox"/> award, <input checked="" type="checkbox"/> notice to proceed. This performance period is <input checked="" type="checkbox"/> mandatory, <input type="checkbox"/> negotiable. (See <u>52.211-10</u> .)	
12A. THE CONTRACTOR MUST FURNISH ANY REQUIRED PERFORMANCE AND PAYMENT BONDS? (If "YES," indicate within how many calendar days after award in Item 12B.) <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	12B. CALENDAR DAYS 15

13. ADDITIONAL SOLICITATION REQUIREMENTS:

A. Sealed offers in original and 1 copies to perform the work required are due at the place specified in Item 8 by 2PM EST (hour) local time 04/17/2015 (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 90 calendar days for Government acceptance after the date offers are due will not be considered and will be rejected.

OFFER(Must be fully completed by offeror)

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

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

AMOUNTS

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

19. ACKNOWLEDGMENT OF AMENDMENTS

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

AMENDMENT NO.										
DATE										

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

21. ITEMS ACCEPTED:

22. AMOUNT	23. ACCOUNTING AND APPROPRIATION DATA
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24. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)	ITEM	25. OTHER THAN FULL AND OPEN COMPETITION PURSUANT TO <input type="checkbox"/> 10 U.S.C. 2304(c) () <input type="checkbox"/> 41 U.S.C. 253(c) () <input checked="" type="checkbox"/> 15 U.S.C 657f(b)
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26. ADMINISTERED BY Department of Veterans Affairs NCA Contracting Service, MSN I 5000 Wissahickon Ave Philadelphia, PA 19144	CODE 43C1	27. PAYMENT WILL BE MADE BY Financial Services Center Electronic Invoicing http://www.ob10.com/us/en/veterans-affairs/ PHONE: FAX:
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CONTRACTING OFFICER WILL COMPLETE ITEM 28 OR 29 AS APPLICABLE

<input checked="" type="checkbox"/> 28. NEGOTIATED AGREEMENT (Contractor is required to sign this document and return <u>1</u> copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all work, requisitions identified on this form and any continuation sheets for the consideration stated in this contract. The rights and obligations of the parties to this contract shall be governed by (a) this contract award, (b) the solicitation, and (c) the clauses, representations, certifications, and specifications incorporated by reference in or attached to this contract.		<input type="checkbox"/> 29. AWARD (Contractor is not required to sign this document.) Your offer on this solicitation, is hereby accepted as to the items listed. This award consummates the contract, which consists of (a) the Government solicitation and your offer, and (b) this contract award. No further contractual document is necessary.	
30A. NAME AND TITLE OF CONTRACTOR OR PERSON AUTHORIZED TO SIGN (Type or print)		31A. NAME OF CONTRACTING OFFICER (Type or print) Iris Chen Contracting Officer	
30B. SIGNATURE	30C. DATE	31B. UNITED STATES OF AMERICA	
		BY	

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SECTION B - DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK

B.1 SCOPE OF WORK

Project Location: BATH NATIONAL CEMETERY, BATH, NY

Project Title: CONSTRUCT ROADWAY AND ACCESS FOR THE BATH NATIONAL CEMETERY, BATH, NY

NRM Project Control #: 803-NRM15-08

Project Description:

The Bath National Cemetery requires an asphalt paved roadway up an incline to their maintenance yard, a paved apron, and drainage items. The Contractor shall provide all labor, equipment, material and supervision necessary to construct pavement, apron, and drainage items as necessary and described herein, at the Bath National Cemetery located at the Bath National Cemetery, San Juan Ave, Bath, NY 14810.

Oferrors are urged and expected to inspect the site where the work is to be performed, to take measurements, visually inspect, estimate, make note of levels of effort, degrees of scale and to satisfy themselves regarding all general and local conditions that may affect the cost of contract performance. In no event shall failure to inspect the site constitute grounds for a claim after award. **Oferrors are to contact the Cemetery personnel below to make an appointment to inspect the site. Potential Oferrors are required to contact the cemetery before arriving on site to inspect the work and work area. Contractors that attempt to inspect the worksite with out making an appointment will be denied access to the site.**

Site visit will be held on April 07, 2015 at 10am local time. If you are unable to attend, you may visit the cemetery during normal business hours, but no one will be available for information.

Jasper Edwards, Cemetery (607) 664-4806
Mark Schultz – Contracting Officer Representative (COR)(607) 664-4853
Ken E. Stephens Jr, Cemetery Maintenance Supervisor.....(631) 454-4949

Technical POC:

Tom Vennoch, MSNI General Engineer.....(215) 381-3787 (ext. 4650)

Note: See 6 pages of drawing on a seperete attachments

B.2 PRICE SCHEDULE

Contractor shall furnish labor, equipment, parts, materials, labor, and general supervision necessary to demolition, clear, grub, excavate and construct new roads, and drainage items at the Bath National Cemetery.

CLIN	DESCRIPTION	EST QTY	UNIT	UNIT COST	TOTAL PRICE
001	GENERAL CONDITIONS: All labor, equipment, parts, materials and supervision necessary to mobilize/demobilize.	1	Job	\$ _____	\$ _____
002	SITE PREP: All labor, equipment, parts, materials and supervision necessary to clear site, strip topsoil, demolition, excavate, haul, grade and control erosion.	1	Job	\$ _____	\$ _____
003	PAVING: All labor, equipment, parts, materials and supervision necessary to place asphalt, aggregate subbase, and slab.	1	Job	\$ _____	\$ _____
004	DRAINAGE: All labor, equipment, parts, materials and supervision necessary to excavate for and place riprap, grade to drain as necessary and install chain link fence.	1	Job	\$ _____	\$ _____
005	SECTION X CONCRETE ACCESS: All labor, equipment, parts, materials and supervision necessary to place aggregate subbase, concrete, finish grading and cleanup.	1	Job	\$ _____	\$ _____
006	FINISHED GRADING & SITE CLEANUP: All labor, equipment, parts, materials and supervision necessary to finish grading, cleanup, complete punch list and close-out project.	1	Job	\$ _____	\$ _____
GRAND TOTAL COST:				\$ _____	
007	Bond	1	EA	\$ _____	\$ _____

Duration: Term of the contract shall be 90 days from date of award. The Contractor will complete all work within 90 calendar days after receipt of Notice of Award, subject to all terms, conditions, provisions and schedules of the contract.

(END OF PRICE SCHEDULE)

B.3 STATEMENT OF WORK

STATEMENT OF WORK

1.0 Background

The Bath National Cemetery has seen many improvements the past decade that has expanded and beautified the shrine to our veterans. As the cemetery has expanded the administration and support work force has had to grow to maintain the cemetery. A new maintenance building was built in 2010. Because of the mountainous topography land space is limited and the flat area above the creek has developed into the Maintenance Yard. This project is to improve that area.

Argonne Road leads up to the Maintenance Yard. The first part of the road is paved asphalt from San Juan Ave. The intent is to match this existing pavement. The asphalt ends and the 'gravel' road leads up to the Maintenance Yard. This road requires asphalt paving. The road is set on a steep grade and provides minimal traction during winter operations. The intent is that an asphalt paved road will be properly maintained during the winter months and improve the control of overland flow and drainage. The Maintenance Yard requires some concrete and gravel pavement.

Overland drainage flows from higher elevations often result in erosion and 'washboard' road condition. The intent of the drainage and grading proposed is to prevent and alleviate the erosion around the Yard. Future expansion of the cemetery is projected to occur in areas of higher elevation above the Maintenance Yard. Therefore, the drainage improvements proposed will likely be supplemented in the future. All improvements and grading should be sloped towards the main creek below the Maintenance Yard except the roadside ditch on the south side of Argonne Road which is already established and outfalls downstream.

A short term need to expand the cemetery for in ground cremains has been identified. The area west of existing Section T is designated as the proposed Section X. Concrete pavement is needed to access this area.

2.0 Applicable Documents

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

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

2.1 The Contractor shall follow all Federal, State and Local Regulations. The Contractor shall follow all permit agency regulations and obtain all necessary permits, at the Contractor's own expense. The Contractor shall follow NCA National Shrine standards.

2.2 Other applicable documents are found in paragraph 5.0 Specific Requirements and Deliverables.

3.0 Scope of Work

Work includes but is not limited to the following:

A.1.2 SCOPE

The National Cemetery Administration is soliciting proposals for the construction of a roadway, concrete and gravel pavement and drainage items at the Bath National Cemetery in Bath, NY.

Work includes but is not limited to the following:

A.1.2.1 Roadway and Maintenance Yard pavement

a. Submittals:

- i. Contractor to submit the proposed schedule to the COR for approval.
- ii. Contractor to submit a safety plan for his work for approval by COR.
- iii. Contractor to submit Site Staging Plan to the COR for approval.

b. Site Staging Plan:

- i. This plan can be considered the contractor's phasing of work where the main intent is to show methods and means to allow visitation of gravesites during the project and not to disturb burial ceremonies.
- ii. To complete the roadway and pavement two wooden storage sheds will have to be relocated. Contractor shall be responsible to temporarily relocate the two existing 12' x 20' storage sheds while coordinating his schedule and work with cemetery personnel to clear the proposed construction area. The storage sheds might have to be relocated twice as coordinated (see t. below).
- iii. Contractor's construction equipment, materials, supplies, trailer and/or parking areas are to be discussed and approved by cemetery personnel in conjunction with the schedule, safety and staging plans.

- c. All work is to be performed in accordance with New York State Department of Transportation (NYSDOT) Specifications.
- d. See Site Plan for orientation.
- e. Remove existing wooden privacy fence.
- f. Install erosion control items as necessary and upkeep as necessary throughout the construction.
- g. Define, excavate and shape road side drainage ditch on south side of Argonne Rd down to the San Juan Ave outfall where the embankments are stabilized with slate rocks (NOTE: this extends along the existing pavement towards the culvert on the south side of Argonne Road).
- h. Define, excavate and shape a drainage swale across Argonne Rd, above the Maintenance Yard area (at the far west end), at a length towards the main creek and half way down the embankment to outfall in the creek.
- i. Place 8" rock rip-rap in the drainage swale across Argonne Rd, above the Maintenance Yard area at a length towards the main creek and half way down the embankment to outfall in the creek. This drainage feature is to intercept overland flow from higher elevations from inundating the roadway and maintenance yard. Across Argonne Rd. add 2" and 1" rock to fill voids among the 8" rock to enable traverse of cemetery vehicles.
- j. Excavate roadway no less than 12" depth from matching existing Argonne Rd pavement up to the end of the yard area (at the far west end), approximately 270' (see cross section). Compact subgrade.
- k. Place and compact no less than 8" of aggregate subbase on roadway from matching existing up to the end of the yard area, approximately 270'.
- l. Clear and grub and excavate no less than 8" depth of the Maintenance Yard area and compact subgrade. See Site Plan to define the area for the concrete pavement and the graveled portion of the Maintenance Yard. In the area for the concrete pavement excavate a 14" depth.

- m. Place and compact no less than 8" of aggregate subbase of a 54' x 44' plot on the east half of the yard in preparation for the 50' x 40' concrete pavement. Cemetery personnel will indicate the location with the orientation due west.
- n. Prepare and form for 6" concrete slab, 50' x 40', on the east half of the yard.
- o. Place Geotextile Class 4 on an approximate 90' long plot tapered from 54' to 15', on the west half of the yard. Place and compact no less than 8" of aggregate subbase on top of this area. All surfaces are to match existing grade of adjoining areas, the elevation of the new roadway and to facilitate drainage to the creek.
- p. **NOTE:** The proposed roadway and the proposed surface of the Maintenance Yard are to receive 8" of subbase. The finished surface and elevation of the Maintenance Yard is to be the top of the compacted subbase (graveled Yard). This shall match the finished elevation of the proposed asphalt roadway and the finished elevation of the 50' x 40' concrete pavement all at a 2% slope draining due north towards the main creek.
- q. Place 6" concrete reinforced slab, 50' x 40', on the east half of the yard. All surfaces are to match existing grade of undisturbed adjoining areas and to facilitate drainage to the creek. See Pavement Details for reinforcement.
- r. Place 3" binder course and 2" surface course on 12' wide roadway with a 2% slope crown (see cross sections), approximately 270 LF. Mill 12" length of existing roadway to overlay and match. See Pavement Details.
- s. Place 8" rock rip-rap in road side drainage ditch on south side of Argonne Rd down to the San Juan Ave outfall where the embankments are stabilized with slate rocks. (NOTE: this extends along the existing pavement towards the culvert on the south side of Argonne Road). Place 10' of rip-rap overlapping slated portion of ditch.
- t. Relocate two existing 12' x 20' wood storage sheds per cemetery personnel.
- u. Install approximately 225' of 6 foot green vinyl coated chain link fence with vertical faux pine boughs (similar to PrivacyLink 'HedgeLink') to aesthetically shield the Maintenance Yard from the rest of the cemetery along the top of the creek embankment. Cemetery personnel will indicate the location.
- v. Clean construction area. Taper and grade to drain to match all adjacent areas taking care to prevent future erosion.

A.1.2.2 Section X Access

- a. Construct 10' wide concrete access for equipment and pedestrians. See drawing of 'Proposed Access for Proposed Section X'.
- b. Coordinate with the Cemetery Director and COR to identify survey control by establishing Control Markers that the cemetery usually uses and will need for the proposed Section X. Establish the location of the 10' x 10' pad at one end and match existing pavement of the existing roadway as shown with curve on drawing.
- c. From the existing roadway construct the access to achieve ADA criteria as shown on the drawing.
- d. Strip no more than 8" of topsoil.
- e. Coordinate with the cemetery for the haul and disposal or stockpiling of stripped material.
- f. Compact subgrade.
- g. Place no less than 4" of aggregate base (3/4" compacted stone, 8' wide).
- h. Form for reinforced concrete. Finished concrete to be above adjacent finished grade to facilitate drainage.
- i. Place concrete with reinforcement.
- j. Broom finish perpendicular to direction of travel.
- k. Finish grade to drain adjacent to and along the placed concrete.

A.1.3 DEMOLITION

All demolished material removed by the contractor are to be disposed off site.

The contractor is to reference paragraph 1.2, Scope of Work to determine what is to be removed.

A.1.4 INSTALLATION

The contractor is to reference Section 1.2, Scope of Work to determine what is to be replaced.

A.1.5 WARRANTY

The Contractor shall guarantee all work for one-year (1).

A.2.1 FIRE SAFETY

- (a) Applicable Publications: Publications listed below form part of this Article to extent referenced. Publications are referenced in text by basic designations only.
 - (i) American Society for Testing and Materials (ASTM):
E84-1998.....Surface Burning Characteristics of Building Materials
 - (ii) National Fire Protection Association (NFPA):
10-1998.....Standard for Portable Fire Extinguishers
FCLCH-30-1996.....Flammable and Combustible Liquids Code
51B-1999.....Standard for Fire Prevention during Welding, Cutting and Other Hot Work
70-1999.....National Electrical Code
241-1996.....Standard for Safeguarding Construction, Alteration, and Demolition Operations
 - (iii) Occupational Safety and Health Administration (OSHA)
29 CFR 1926.....Safety and Health Regulations for Construction
- (b) Fire Safety Plan: Establish and maintain a fire protection program in accordance with 29 CFR 1926. Prior to start of work, prepare a plan detailing project-specific fire safety measures, including periodic status reports, and submit to COR for review.
- (c) 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.
- (d) Facilities: Separate temporary facilities, such as trailers, storage sheds, and dumpsters, from existing buildings and new construction by distances in accordance with NFPA 241. For small facilities with less than 6 m (20 feet) exposing overall length, separate by 3m (10 feet). Onsite staging area to be defined by COR after Award.
- (e) Temporary Electrical: Install, use and maintain installations in accordance with 29 CFR 1926, NFPA 241 and NFPA 70. If temporary electrical is required, the Contractor shall notify the COR prior to use of Temporary Electrical Services.
- (f) Means of Egress: Do not block exits of occupied buildings, including paths from exits to roads.
- (g) Fire Extinguishers: Provide and maintain extinguishers in construction areas and temporary storage areas in accordance with 29 CFR 1926, NFPA 241 and NFPA 10.
- (h) Flammable and Combustible Liquids: Store, dispense and use liquids in accordance with 29 CFR 1926, NFPA 241 and NFPA 30.
- (i) Smoking: Smoking is prohibited except in designated smoking rest areas.

A.2.2 OPERATIONS AND STORAGE AREAS

- (a) Coordination of Work with COR or Authorized Designee: The Burial Activities at a National Cemetery shall take precedence over construction activities. Construction noise during the interment services cannot disturb the burial service. To cause the least possible interference with cemetery activities, the Contractor will cease all work in areas where burials are taking place. Trucks and workmen are prohibited from passing through the service area during this period.
- (b) The Contractor shall confine all operations (including storage of materials) on Government premises to areas authorized or approved by the COR or Contracting Officer. The Contractor shall hold and save the Government, its officers and agents, free and harmless from liability of any nature resulting from the Contractor's performance and/or negligence. It is understood that the VA will not be held responsible for any damage to the Contractor's equipment, materials, supplies or the like which may result from vandalism, theft etc. while on site.
- (c) Temporary buildings (e.g., storage sheds, shops, offices) and utilities may be erected by the Contractor only with the approval of the Contracting Officer and shall be built with labor and materials furnished by the Contractor without expense to the Government. The temporary buildings and utilities shall remain the property of the Contractor and shall be removed by the Contractor at its own expense upon completion of the work.
- (d) The Contractor shall, under regulations prescribed by the Contracting Officer or COR, use only established roadways, or use temporary roadways constructed by the Contractor when and as authorized by the COR or Contracting Officer.
- (e) When materials are transported in performance of work, vehicles shall not be loaded beyond the loading capacity recommended by the manufacturer of the vehicle or prescribed by any Federal, State, or local law or regulation. When it is necessary to cross curbs or sidewalks, the Contractor shall protect them from damage. The Contractor shall repair or pay for the repair of any damaged curbs, sidewalks, or roads.
- (f) The COR will designate working space and space available for storing materials. Unless otherwise indicated on drawings as the Contractor's "Staging Area", all working and storage space must be approved by the COR prior to its use.
- (g) Contract personnel are subject to the Cemetery rules of conduct. In addition to items listed elsewhere in this contract, the Contractor is responsible for ensuring that no contract work causes any committal service, ceremony, procession or visitation to be delayed, altered, or otherwise impacted in such a way that the dignity, security, or safety of the event or visit is compromised.
- (h) Contractor shall execute work in such a manner as to interfere as little as possible with work being done by others. Keep roads clear of construction materials, debris, standing construction equipment and vehicles at all times. Materials and Equipment shall not be stored in other than assigned areas.
- (i) Fence: Before work operations begin, Contractor shall have the option to provide a chain link fence, six feet minimum height, around the staging area. Provide gates as required for access with necessary hardware, including hasps and padlocks. Fasten fence fabric to terminal posts with tension bands and to line posts and top and bottom rails with tie wires spaced at maximum 15 inches. Bottom of fences shall extend to one inch above grade.

A.2.3 UTILITIES SERVICES

- (a) No utility services such as water, gas, steam, sewers or electricity, or fire protection systems and communications systems may be interrupted without prior approval of the COR.

- (b) Contractor shall submit a request to interrupt any such services to COR, in writing, 48 hours in advance of proposed interruption. Request shall state reason, date, exact time of, and approximate duration of such interruption.
- (c) Contractor shall be advised (in writing) of approval of request, or of which other date and/or time such interruption will cause least inconvenience to operations of Cemetery. Interruption time approved by the cemetery may occur at other than Contractor's normal working hours.
- (d) To minimize interference of construction activities with flow of Cemetery traffic, the Contractor is to keep roads, walks and entrances to grounds, to parking and to occupied areas of buildings clear of materials, debris and standing construction equipment and vehicles. At least one lane must be open to traffic at all times.

A.2.4 ALTERATIONS

- (a) Survey: Before any work is started, the Contractor shall conduct a thorough survey with the COR of areas in which alterations occur and areas which are anticipated routes of access, and furnish a report, signed by both to the Contracting Officer. This report shall list existing conditions at site. Use of a video camera to survey and document existing conditions is encouraged.
- (b) Re Survey: Thirty days (30) before expected final inspection date, the Contractor and COR together shall make a thorough re survey of the areas of buildings involved. The re survey report shall list any damages caused by Contractor's workmen in executing work under this contract.

A.2.5 PROTECTION OF EXISTING VEGETATION, GRASS, STRUCTURES, EQUIPMENT, UTILITIES & IMPROVEMENTS

- (a) The Contractor shall preserve and protect all structures, equipment, and vegetation (such as trees, shrubs, and grass) on or adjacent to the work site, which are not to be removed and which do not unreasonably interfere with the work required under this contract. The Contractor shall only remove trees when specifically authorized to do so by the COR, and shall avoid damaging vegetation that will remain in place. If any limbs or branches of trees are broken during contract performance or by the careless operation of equipment by workmen, the Contractor shall trim those limbs or branches with a clean cut, remove, and properly dispose of from the site as defined herein.
- (b) The Contractor shall protect from damage all existing improvements and utilities at or near the work site and on adjacent property of a third party. The Contractor shall immediately notify the COR of any such occurrence and repair any damage to those facilities, including those that are the property of a third party, resulting from failure to comply with the requirements of this contract or failure to exercise reasonable care in performing the work. If the Contractor fails or refuses to repair the damage promptly, the Contracting Officer may have the necessary work performed and charge the cost to the Contractor.
- (c) Refer to Articles, "Alterations", "Restoration", and "Operations and Storage Areas" for additional instructions concerning repair of damage to structures and site improvements.

A.2.6 RESTORATION

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

- (b) Upon completion of contract, deliver work complete and undamaged. Existing work (lawns, paving, roads, walks, etc.) disturbed or removed as a result of performing required new work, shall be patched, repaired, reinstalled, or replaced with new work, and refinished and left in as good condition as existed before commencing work. All restoration work shall be accomplished without undue delay.
- (c) The Contractor, at his own expense, shall immediately restore to service and repair any damage caused by Contractor's workmen/sub-contractors to existing piping, conduits, wires, cables, etc., of utility services or of fire protection systems and communications systems (including telephone - if applicable), to the work performed under this agreement, which are not scheduled for discontinuance or abandonment.
- (d) Expense of repairs to such utilities and systems not shown on drawings or locations of which are unknown will be covered by adjustment to contract time and price in accordance with clause entitled "CHANGES" (FAR 52.212 4 and VAAR 852.236 88) and "DIFFERING SITE CONDITIONS" (FAR 52.236 2).

A.2.7 PROFESSIONAL SURVEYING SERVICES

A registered professional land surveyor or registered civil engineer whose services are retained and paid for by the Contractor shall be used to develop engineering drawings for the removal and replacement of the roadways, curbs, and sidewalks.

A.2.8 LAYOUT OF WORK

- (a) The Contractor shall layout the work and shall be responsible for all measurements in connection with the layout. The Contractor shall furnish, at Contractor's own expense, all stakes, templates, platforms, equipment, tools, materials, and labor required to layout any part of the work. The Contractor shall be responsible for executing the work to the lines and grades needed to accomplish the work.
- (b) The Contractor shall also be responsible for maintaining and preserving all temporary and permanent stakes and other marks until authorized by the COR to remove them. If such marks are destroyed by the Contractor or through Contractor's negligence before their removal is authorized, the Contracting Officer may replace them and deduct the expense of the replacement from any amounts due or to become due to the Contractor.

A.2.9 AS-BUILT DRAWINGS

- (a) The Contractor shall maintain one set of as-built drawings, which will be kept current during performance of the project, to include all contract changes, modifications, and indicating work progress.
- (b) Contractor shall deliver one set of as-built drawings to the COR within 15 calendar days after acceptance of the project by the Contracting Officer.

A.2.10 USE OF ROADWAYS

For hauling, use only established public roads and roads on Cemetery property and, when authorized by the COR, such temporary roads which are necessary in the performance of contract work. Temporary roads shall be constructed by the Contractor at Contractor's expense. When necessary to cross curbing, sidewalks, or similar construction, must be protected by well constructed bridges.

A.2.11 TEMPORARY TOILETS

Provide at the Contractor staging area only, (for use of all Contractor's workmen) ample temporary sanitary toilet accommodations consisting of suitable chemical closets where directed. Keep such places clean and free from flies and all connections and appliances connected therewith are to be removed prior to completion of contract, and premises left perfectly clean.

A.2.12 AVAILABILITY AND USE OF WATER

- (a) Contractor to comply with paragraph 3.6, (h).

A.2.13 HISTORIC PRESERVATION

Where the Contractor or any of the Contractor's employees, prior to, or during the construction work, are advised of or discover any possible archeological, historical and/or cultural resources, the Contractor shall immediately stop work, verbally notify the COR, and then with a written follow up.

A.2.14 REPORTING REQUIREMENTS

- (a) The Contractor shall be required to report on a daily basis to the COR via the Bath National Cemetery. Contractor shall check in and obtain funeral and/or special schedules from the COR as defined herein. This check in is mandatory. The Contractor shall provide an anticipated work schedule on a daily basis or as agreed upon with the COR. The Contractor shall document services performed and provide information to the COR as required during specific periods. This is an open cemetery and interments occur often.

- (b) Points Of Contact for NCA:

Jasper Edwards, Cemetery Director
Bath National Cemetery
San Juan Avenue
Bath, NY 14810

(607) 664-4806
jasper.edwards@va.gov

Mark Schultz (COR)
Mark.Schultz@va.gov.
(607) 664-4853

Kenneth E. Stephens Jr., Maintenance Supervisor (Alternate COR)
Bath National Cemetery
San Juan Avenue
Bath, NY 14810

(607) 664-4853
kenneth.stephens@va.gov

Tom Vennochi, MSNI General Engineer (Technical POC)
NCA Memorial Services Network - Region I
5000 Wissahickon Avenue
Philadelphia, PA 19144-4867

(215) 381-3787 (ext. 4650)
thomas.vennochi@va.gov

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

(Name & Title) Tele# :() _____ - _____

Fax #: () _____ - _____

E-Mail: _____

(Name & Title, Alternate POC) Tele# :() _____ - _____

E-Mail: _____

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

A.2.15 IDENTIFICATION, PARKING, SMOKING & VA REGULATIONS

- (a) The Contractor's employees shall wear visible VA approved photo identification at all times while on the premises of the cemetery. This must be coordinated with the COR before any work may begin. All Contractor employees will be required to adhere to Bath National Cemetery's Facility Security Policy as well as the Bath VA Medical Center's Facility Security Policy. It is the responsibility of the Contractor to park in the appropriate designated parking areas. The cemetery will not invalidate or make reimbursement for parking violations of the Contractor under any conditions.
- (b) Smoking is prohibited inside any buildings at the cemetery or hospital. Possession of weapons is prohibited. Enclosed containers, including tool kits, shall be subject to search. Violations of VA regulations may result in citation answerable in the United States (Federal) District Court, not a local district, state, or municipal court.

A.2.16 INSURANCE - WORK ON A GOVERNMENT INSTALLATION

- (a) The Contractor shall, at its own expense, provide and maintain during the entire performance of this contract, at least the kinds and minimum amounts of insurance required in the Schedule or elsewhere in the contract.
- (b) Before commencing work under this contract, the Contractor shall notify the Contracting Officer in writing that the required insurance has been obtained. The policies evidencing required insurance shall contain an endorsement to the effect that any cancellation or any material change adversely affecting the Government's interest shall not be effective-
 - (i) For such period as the laws of the State in which this contract is to be performed prescribe; or
 - (ii) Until 30 days after the insurer or the Contractor gives written notice to the Contracting Officer, whichever period is longer.
- (c) The Contractor shall insert the substance of this clause, including this paragraph (c), in subcontracts under this contract that require work on a Government installation and shall require sub-Contractors to provide and maintain the insurance required in the Schedule or elsewhere in the contract. The Contractor shall maintain a copy of all sub-Contractors' proofs of required insurance, and shall make copies available to the Contracting Officer upon request.

- (d) **SCHEDULE OF INSURANCE COVERAGE:** The following minimum coverage shall apply to this contract –
- (i) **Workers' compensation and employer's liability.** Contractors are required to comply with applicable Federal and State workers' compensation and occupational disease statutes. If occupational diseases are not compensable under those statutes, they shall be covered under the employer's liability section of the insurance policy, except when contract operations are so commingled with a Contractor's commercial operations that it would not be practical to require this coverage. Employer's liability coverage of at least \$100,000 shall be required, except in States with exclusive or monopolistic funds that do not permit workers' compensation to be written by private carriers.
 - (ii) **General liability.** Bodily injury liability insurance coverage written on the comprehensive form of policy of at least \$500,000 per occurrence.
 - (iii) **Automobile liability.** The policy shall provide for bodily injury and property damage liability covering the operation of all automobiles used in connection with performing the contract. Policies covering automobiles operated in the United States shall provide coverage of at least \$250,000 per person and \$500,000 per occurrence for bodily injury and \$100,000 per occurrence for property damage. The amount of liability coverage on other policies shall be commensurate with any legal requirements of the locality and sufficient to meet normal and customary claims.

A.2.17 ORIENTATION FOR CONTRACTOR EMPLOYEES

- (a) Contractor shall attend an orientation meeting as arranged by the Contracting Officer's Representative (COR). The VA will schedule this meeting and it will include discussion of the following topics: (VA will provide information to the Contractor regarding these topics and will document the meeting)
 - (i) Fire and Safety
 - (ii) Project Work Schedule, Rules Pertaining To Workers, General Parameter Job Related Issues
 - (iii) Disaster procedures
 - (iv) Other
- (b) The Contractor shall be responsible to ensure that Contractor employees coming to the work site will receive the information required above.
- (c) The Contractor shall be responsible to ensure Contractor employees providing work on this contract are fully trained and completely competent to perform the required work.

A.3.1 CONTRACTOR DUTIES AND RESPONSIBILITIES

- (a) **Project Manager:** A competent and experienced “Project Manager” shall be provided by the Contractor for not less than two (2) hours per day whenever work is being performed on site. In the absence of the Project Manager, the Contractor shall appoint a crew foreman or employee who will be responsible to insure that the work is (i) being accomplished in an expeditious manner, (ii) preformed in accordance with the contract specifications, and (iii) progress is being made without undue delay. The Project Manager must have no less than five (5) years experience as a direct supervisor of a commercial roadway construction operation that includes surveying, soil excavation, and site construction in industrial, commercial and/or public sites. The Project Manager will ensure all specifications are being met, ensure contract work does not conflict with ceremonies and funerals, and ensure employees are adequately supervised and proper conduct is maintained.
- (b) **Period of Performance:** The Contractor shall complete all work defined herein within 90 calendar days from start to finish after the Notice of Proceed has been issued.
- (c) **Work Hours:** Work may be performed between the hours of 7:00 a.m. to 4:00 p.m., Monday through Friday unless otherwise directed by the COR. At the Contractor’s request, and with the written permission of the

COR, work will also be permitted to be scheduled for weekends and / or Holidays. In emergency situations caused by the Contractor, or when severe adverse weather prohibits work during the week, the Contractor shall arrange with the COR to work on weekends and/or holidays in order to meet performance time frames. The Government will not compensate the Contractor for any alternate work schedules needed for the Contractor to complete all contract work within the specified project duration. No work will be permitted during Memorial Day or Veteran's Day weekend activities. Notwithstanding, if any work under this contract will be required outside of the VA's normal working hours (7:00 a.m. to 4:00 p.m. Monday through Friday), the Contractor shall request for a deviation in writing to the COR at least 24 hours in advance. The COR will notify the appropriate individuals regarding Contractor's anticipated schedule and will provide written approval or disapproval to the Contractor.

- (d) After Normal Hours On-Call / Emergency Situations: The Contractor shall establish and maintain a point-of-contact to receive emergency calls from the COR(s). The point-of-contact shall be available on a 24-hour basis including during weekends, Federal Holidays and after normal hours of operation. The Contractor is to provide phone, pager and cell phone numbers for emergency and/or after hour's situations. Repairs shall be made as expeditiously as circumstances allow or within (24) hours upon initial emergency call.
- (e) Daily Work Schedule: The Contractor shall coordinate with the COR(s) on a daily basis a work schedule to ensure that no work is being performed at the immediate site of a scheduled interment or ceremony. These daily meetings are also an opportunity for the Contractor to ask questions and ensure he/she understands the off-limit areas, which may vary, depending on the event. The Project Manager can thus assign tasks accordingly throughout the rest of the Cemetery - so that productive use of labor and equipment is assured, and downtime is avoided. If the Contractor fails to re-direct employees away from an event in a timely fashion, the COR(s) may then assist in doing so. At the Government's discretion, daily or weekly meetings shall be conducted at a time agreed upon by both the COR and the Contractor.
- (f) Scheduled Ceremonies: The Bath National Cemetery is an open cemetery that performs burial ceremonies. The Contractor will be provided a list of scheduled ceremonies the week prior to the event, and a list of scheduled funerals will be provided daily. The Contractor is solely responsible for ensuring that no contract work causes any funeral, ceremony, procession or visitation to be delayed, altered, or otherwise impacted in such a way that the dignity or security of the event is compromised. The Contractor is solely responsible for staying abreast of all such upcoming events and when in doubt, he/she must ask the COR(s). The Contractor shall meet with the COR at the end of each day to determine work completed and ensure that work is on schedule. In the absence of the COR, the Contractor shall meet with the Alternate COR as provided under this contract.
- (g) The Contractor's performance and progress on this contract will be measured weekly based on how timely, accurately, and adequately he/she accomplishes and completes weekly work schedules necessary to systematically accomplish the contract work over the duration of the project. In instances where the COR determines that the work is behind schedule, he will notify the Contracting Officer and the Contractor shall increase workforce and/or hours of operation at no additional cost to the Government in order to achieve completion of the contract work within the specified timeframe.
- (h) Reporting "on-the-job" Injuries: The Contractor is required to report all "on-the-job" injuries incurred by the Contractor, its agents or employees, resulting from performance of this contract. Contractor will notify the COR (either orally or via telephone) within twenty-four (24) hours of the injury and provide details and exact location of the incident. This will be followed up by a written notice to the COR. Any Contractor (including its agents and employees) that knowingly files a false claim may be criminally prosecuted.

A.3.2 REQUIRED DOCUMENTATION

The Contractor shall be responsible for obtaining all necessary and current licenses, permits, vehicular insurance and registration, Workman's Compensatory Liability Insurance, property liability insurance etc., prior to the

commencement of work. The Contractor shall provide the Contracting Officer copies of these required documents with his/her proposal and at other times where the COR deems necessary during the duration of the project.

A.3.3 UTILITY LINES COMPLIANCE

Where work conflicts with existing utility/service lines (above ground/below ground), the corresponding utilities company and the COR shall be notified and the Contractor shall obtain any necessary permits/ blue prints and cooperate with the utilities company/cemetery staff to avoid any damage or liability, and provide a safe work environment for his/her employees. Contractor is responsible for damages to utilities, above and below ground.

A.3.4 GENERAL PARAMETERS

- (a) The Contractor is responsible to ensure that all work shall be done in a manner that safeguards all VA visitors, employees, and public. The Contractor shall be solely responsible for all actions initiated and/or completed by his/her employees. Furthermore, the Contractor and his/her employees shall have a clear understanding of, and be sensitive to, such environmental issues as ground water contamination, wetlands, etc., and be consistent and fully compliant with all applicable Federal, State, County and City laws, ordinances, Right-to-Know laws, EPA guidelines, and regulations.
- (b) Damage to Government property: Contractors shall be responsible for replacement of any cemetery structure, to include: turf, curb, road pavement, headstone or marker, permanent floral vases, valve boxes, control markers etc, which is chipped, marred, damaged and/or ruined at the fault of the Contractor and shall bear all costs associated with replacement and reinstallation. Any such damage shall be brought to the immediate attention of the appointed Contracting Officer Representative (COR) prior to repair, replacement, and installation.
- (c) Liability: At the Government's discretion, the Contractor shall either repair or replace the property, or reimburse the Government the full amount for all property damage(s). The Contractor shall be aware that Government property - beyond standard structures and equipment - also includes headstones, monuments, trees, plant beds, and turf, i.e. wounded trees or scalped turf, etc - as well as headstones - shall be repaired or replaced.
- (d) Contractors shall be responsible for cleaning cemetery structures, headstones, monuments, and roadways that are soiled or stained because of Contractor's performance. The Contractor shall wash-down with water all soiled or stained structures, headstones, and monuments at the end of each workday.
- (e) Roadways shall be cleaned with a street sweeper each day as needed to keep the existing roads free from dirt and mud resulting from Contractor operations. No hazardous chemicals are to be used at anytime on Government property. The Contractor shall bear all costs associated with washing and cleaning. Any such washing/cleaning shall be brought to the immediate attention of the Contracting Officer Representative (COR) prior to washing/cleaning.
- (f) At the end of each day, the Contractor shall remove all debris from the cemetery site resulting from the work. The Contractor shall ensure at all times that rubbish and trash generated by the Contractor is kept clear of vehicular and pedestrian traffic throughout the site. The Government shall not provide receptacle(s) for disposal of debris related to this contract. The Contractor will be permitted to place his trash receptacle dumpsters in the COR approved "Contractor Staging Area".
- (g) Adequate warning devices, barricades, guards, flagmen or other necessary precautions shall be provided by the Contractor at all work sites to eliminate hazards and for the protection, safety, and warning of all public visitors, pedestrians, cemetery employees, and vehicular traffic within the area.
- (h) The Government may undertake or award other contracts for additional work at or near the site of work for this contract. The Contractor shall fully cooperate with any other Contractors and with Government

employees and shall carefully adapt scheduling and performance of work, and needing any direction, it shall be provided by the COR(s). The Contractor is responsible for reporting to the COR(s) any problems or questions that may arise with any other personnel on site during the period of performance of this contract. The Contractor shall not take it upon him or herself to resolve any problems or issues with other on-site Contractors or employees, but rather will leave it to the COR(s) to resolve the issue.

- (i) The Contractor (including his or her employees, sub-contractors, consultants or the like) shall not operate trucks, tractors, and other heavy equipment on any turf area except as provided in this contract to perform work or as authorized by the COR. The Contractor will be responsible for repairing turf damage caused by the Contractor's equipment and staff at no additional cost to the government.

A.3.5 WORK ENVIRONMENT

- (a) All work under this service contract will be performed primarily out-of-doors and personnel performing these services will be exposed to wind, sun, cold, dampness, frost, fog and rain. These conditions at times may be extreme. The Contractor shall take all necessary precautions to protect his/her employees from the elements to the maximum practicable extent. Inclement weather will not be considered an excusable delay in meeting specifications or project schedule. The Contractor understands that it may be necessary to work throughout all weather conditions and to apply additional labor and equipment as necessary to meet deadlines, at no additional cost to the Government.
- (b) The Government reserves the right to order the contract work to cease once the surface conditions deteriorate to soggy or muddy conditions. Once the surface reaches this condition, it is non-productive for the Contractor to continue to fulfill the contract. When the Government orders work to stop due to surface conditions, the Contractor may request a time extension to compensate for the number of days lost due to existing conditions.
- (c) Due to the sensitive mission of the cemetery, the work could occasionally involve contact with and/or exposure to grieving individuals. Contractor personnel must exercise and exhibit absolute decorum, composure and stability at all times.

A.3.6 CONTRACTOR FURNISHED ITEMS

- (a) The Contractor is responsible for supplying all equipment, personnel, tools, supplies and materials necessary to perform the services required by this contract.
- (b) Contractor-furnished items necessary to perform work as required under this contract shall be furnished, maintained and operated by the Contractor and shall be consistent and fully compliant with all applicable OSHA, Federal, State, County, City laws, ordinances and regulations.
- (c) Materials and supplies procured for the performance of the contract by the Contractor shall be consistent and fully compliant with all applicable Federal, State, County, and City laws, ordinances and regulations.
- (d) Contractor Staging area will be located where approved by the COR. Contractor may, with COR approval, install a 6' high chain link fence with gates around this entire area for duration of the project. Contractor shall base operations out of this staging area, using it for materials and equipment storage, administration, employee toilets, trash dumpster area, employee parking, employee lunch/break area, etc. After completion of project work, Contractor is to remove fencing and restore area back to original condition.
- (e) The Contractor is responsible for the supply, maintenance and repair of all Contractor-owned equipment. This includes, minor maintenance/repair and minor operating parts for equipment such as lubrication, oil changes, spark plugs, gaskets, cotter pins/keys, electric extension cords, etc., to keep all equipment in good operational condition throughout the period of performance of this contract.

- (f) The Contractor is responsible for ensuring that all of its motor vehicles and equipment meet State inspection, safety, licensing, registration, and insurance requirements.
- (g) Electricity: In case the Contractor requires electricity while in performance of this contract, the Contractor shall provide and utilize portable generators as necessary to complete the work. If Contractor hookup to Bath National Cemetery's electrical distribution system is approved by COR, Contractor is to provide all necessary connections and complete connection work in accordance with NEC requirements, and at no cost to the Government. Such connection is to be via a Contractor installed meter, with the Contractor providing monthly reimbursement to the cemetery based on metered quantity usage multiplied by the electric rate in effect during that month.
- (h) Water: Water will be provided for this project at no cost to the Contractor. The Contractor shall be responsible for all hoses and connections to the site's water system at no cost to the Government. If it becomes apparent that the Contractor is wasting a large amount of water, the free water rights will be withdrawn and the Contractor will then be required to hook to the water system using his water meter. Such connection is to be via a Contractor installed meter, with the Contractor providing monthly reimbursement to the cemetery based on metered quantity usage multiplied by the water rate in effect during that time period.
- (i) Refuse Facilities: The Contractor shall provide his/her OWN refuse facilities of which will be located only in the COR approved "Staging Area". Contractor shall not place dumpsters or refuse facilities in any other location at the cemetery other than the approved staging area. The Contractor is required to dispose of all debris and other waste materials generated by his/her work at a licensed off-site landfill unless otherwise directed by the COR. The Government will not provide receptacles for disposal of debris because of the services provided under this contract. In case of Hazardous Materials, the Contractor is required to obtain required disposal permits from the State regulatory agency.
- (j) Portable Chemical Toilets: The Contractor shall provide portable chemical toilets for use by workmen as necessary to comply with applicable OSHA requirements. These portable toilet facilities shall be kept clean and free of excessive odors, insects, etc. Portable toilet facilities will be located in the COR approved Contractor Staging Area only - it is not permissible to locate portable toilet facilities in any other locations throughout the cemetery. Use of the permanent cemetery toilet facilities by workmen is strictly prohibited throughout the duration of this contract.
- (k) Only Contractor's equipment and supplies (property) required performing work under this contract shall be stored at the Contractor's designated storage area at the end of each workday. No Contractor equipment maintenance repairs of any kind can be done on cemetery property without the prior approval of the COR.

A.4 CONTRACTOR PERSONNEL

A.4.1 Conduct: Contractor personnel are required to adhere to the following standards of dress, conduct, supervision and training while performing work on Government property. Any violations shall be subject to immediate enforcement action by the Contracting Officer if these standards are not adhered to. Contractor shall be responsible for training and safety precautions prescribed by OSHA regarding safety equipment and devices. Contractor personnel shall:

- (i) Be fully clothed at all times, to include upper garment to cover body from the waist to the neck and long pants or slacks. Garments, which have a message, slogan or printing of any kind other than the Contractor's business attire, are prohibited. Uniforms are acceptable.
- (j) Maintain a neat and professional appearance throughout its workforce, vehicles, equipment, and maintenance areas. Uniforms are acceptable. If uniforms are used, they must be in unison among all employees.
- (k) Not engage in loud or boisterous behavior, angry outbursts or use profane or abusive language at anytime on Government premises. Playing radios and/or electronic games/devices shall only be done at lunchtime and in

a designated break area. Due to the sensitive mission of the cemetery, Contractor employees will come into daily contact with grieving individuals, therefore Contractor employees will exercise and exhibit absolute decorum, courtesy, and respect while within the cemetery or at its perimeter or entrances. Inquiries from cemetery visitors shall be politely referred to Government cemetery staff. Gratuities of any kind are strictly prohibited.

- (l) Consume food and beverage only within areas designated by the COR(s). Intoxication, and violence or criminal acts of any kind will not be tolerated and is cause for immediate removal from Government property. **USE OR SALE OF INTOXICATING BEVERAGES AND/OR DRUGS IS STRICTLY PROHIBITED AND SHALL FORM THE BASIS FOR IMMEDIATE CONTRACT ENFORCEMENT ACTION, TO INCLUDE IMMEDIATE REMOVAL FROM THE CEMETERY,** and use of tobacco products is only allowed in specific areas designated by the COR.
- (m) Only take breaks/rest periods and lunch breaks at the Contractor Staging Area, not in the field. Workers are to utilize Contractor provided temporary chemical toilet facilities located only in the Contractor Staging Area. Misconduct shall form the basis for immediate contract enforcement action, to include immediate removal from the cemetery.
- (n) Dignity Clause:
Every action by contractor personnel at a national cemetery must be performed with the special care, reverence, dignity, and respect that acknowledges the cemetery as the final resting place that commemorates the service and sacrifice that service members, Veterans and their families made for our Nation. Critically important is the awareness required of the Contractor employees of the remains buried in the grounds where the work is performed. The utmost care must be given to these remains and the headstones and flat grave markers that mark those gravesites and memorialize the service of individuals.

Contractors cannot walk, stand, lean, sit or jump on headstones or markers. Nor can they drive over them. Contractor personnel should use tools approved by the Contracting Officer Representative (COR), such as shovels, pry bars or pinch bars to lift flat markers out of the ground; pick axes are not an acceptable tool.

- A.4.2 Worker parking:** All Contractor employees are to park only in the COR approved Contractor Staging Area identified for this project. Workers are not allowed to park throughout the cemetery grounds. Violation of this requirement shall form the basis for immediate contract enforcement action to include removal from the cemetery.
- A.4.3 Responsibilities & Violations:** The Contractor is responsible to ensure that his/her employees (including Contractor Consultants, sub-Contractors, etc.) are aware of all the terms and conditions set forth in the contract regarding their performance and conduct. Any violation of Contractor conduct requirements may result in contract termination with possible repercussions, including costs incurred, debarment, or fines.
- A.4.4 Time is of the essence.** The Contractor shall be aware of the intensive labor and equipment requirements needed to meet contract specifications. Inclement weather is not an excuse for not meeting specifications. Contractor shall be responsible to provide at no additional costs, labor and equipment as necessary to meet deadlines. The Contractor shall use any additional resources necessary to meet or return to specified work requirements after special events and/or services. The Contractor shall determine the number of employees and the amount and kinds of equipment needed during the period of performance.
- A.4.5 Labor:** In accordance with 52.222-41, Service Contract Act, the Contractor shall be aware of the requirements needed to meet the contract specifications. If union work force is utilized, the Contractor will insure the contract between his or her company has a no strike clause to insure the contract between the Contractor and the Cemetery is met. If at anytime the Contractor becomes aware, anticipates or plans any changes within his/her company or personnel that might impact the performance of this contract, the Contractor shall immediately notify the Contracting Officer.

A.4.6 **Safety**: Matters related to safety, and any actions of the Contractor, must meet all safety requirements of Baths National Cemetery's Safety Officer, Department of Veterans Affairs, OSHA, and the State of New York. It is incumbent upon the Contractor to be familiar with these requirements. "Safety" shall also include the Contractor having a safety representative who maintains regular and routine contact with the Safety Officer at Bath National Cemetery.

(END OF STATEMENT OF WORK)

B.4 INFORMATION REGARDING BIDDING MATERIAL, BID GUARANTEE AND BONDS

(a) Bidding materials consisting of drawings, specifications and contract forms may be obtained by qualified General (Prime) Contractors interested in submitting bids direct to the Department of Veterans Affairs. A maximum of 3 sets may be issued when requested. Up to 2 sets of drawings and specifications will be furnished upon request to subcontractors for their use in preparing subbids for General (Prime) Contractors. Suppliers and subcontractors listed above shall show in their requests the work or equipment for which they intend to prepare subbids.

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

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

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

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

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

DESCRIPTION OF WORK:

Magnitude of Construction: between \$100,000 and \$250,000.

INSTRUCTIONS, CONDITIONS AND OTHER STATEMENTS TO BIDDERS/OFFERORS

2.1 General Instructions, Evaluation Process, and Proposal Submittal Instruction :

General Instructions

1. NOTICE TO PROSPECTIVE CONTRACTOR(S): Prospective awardees **MUST** be registered with SAM at <http://www.sam.gov>, **Prior to Award** and through final payment, and the Online Representations and Certifications Application (ORCA) at <http://www.sam.gov> prior to award and through final payment. **Contract will not be awarded until SAM registration has been completed.**

2. GOVERNMENT INVOICE ADDRESS:

All invoices from the contractor shall be sent electronically by following instruction as stated at website:

<http://www.fsc.va.gov/einvoice.asp>

OB10 link: <http://www.ob10.com/us/en/veterans-affairs/>

See VAAR clause 852.232-72 Electronic Submission of Payment Requests (NOV 2012).

3. All proposals must be submitted through the Department of Veterans Affairs - Electronic Management System (eCMS) Vendor Portal website in order to be considered for award.

<https://www.vendorportal.ecms.va.gov>

3.1. Please go to the VA eCMS Vendor Portal website at <https://www.vendorportal.ecms.va.gov> to register. Once on the webpage, proceed to the Vendor Portal Login section located on the far left side of the webpage and click on 'Request a user account' to register. In the event an Offeror is unable to submit a proposal through the Vendor Portal domain, prior to the proposal closing date, contact the VAAS helpdesk at 1-877-634-3739, or via email at VA.Acquisition.Systems@va.gov. Submission of proposals through email will not be accepted. Proposal transmission/uploads must be completed by the date/time specified. Late or incomplete Proposals will not be considered.

3.2. If Offerors are still unable to submit a proposal through VA eCMS Vendor Portal, the Offerors may submit a CD version of their proposal package as long as VA eCMS Vendor Portal registration requirements have been fulfilled and Offerors have contacted the VAAS helpdesk for assistance in their submission of a proposal. A copy of the email correspondence with the VAAS helpdesk will be forwarded to the Contracting Officer, Iris Chen at iris.chen1@va.gov as proof of email correspondence. If a phone conversation with the VAAS helpdesk proves unsuccessful in an Offeror's ability to submit a proposal prior to the closing date via Vendor Portal, the Offeror shall submit to the Contracting Officer correspondence that contains the date, time, and name of helpdesk representative the Offeror contacted to include the reasons why the Offeror could not submit a proposal via the Portal. This document will be submitted together with the CD version of the proposal. In the event an Offeror has not requested proposal submission assistance to the VAAS help desk prior to the closing date, nor has submitted correspondence that identifies reasons why the Offeror could not submit a proposal via Vendor Portal, the Offeror will be considered non responsive and the CD version of the proposal will not be accepted.

3.3. If a CD version of the proposal is accepted by the Contracting Officer, the CD version of the proposal may be submitted as an MS Word document. If PDF is preferred, then each Section submitted shall be a separate file. For example, all required licenses, technical proposal, Past Performance Questionnaires, shall all be under separate files and shall be classified as such. The CD shall be categorized in a manner where it is easy to ascertain. Offers who meet stated requirements may submit a CD version of their proposals at the address specified in Block 7 of SF 1442, or if hand carried, to the address shown in block 7, until the date and time specified in SF1442. CAUTION - LATE Submissions, Modifications, and Withdrawals: See provision 52.212-1. All offers are subject to all terms and conditions of this solicitation. Offers authorized to submit CD versions of their proposals are to submit their proposals to the Contracting Officer's Office, i.e., the Issuing Office address that appears in Block 7 of the SF-1442 above.

NOTE: if for some reason you want to edit your submission in vendors portal, you must resubmit all documents again. Adding a document might delete the previous submittal.

3.4. The proposal package should contain the following:

- SF-1442 with completed and also fill in the DUNS , POC and Email.
- Acknowledgement of any Amendments.
- Price Proposal for all items in the Schedule of Prices. (section B.2)
- Technical proposal – 2 copies (see below for instructions)
 1. **One copy of the technical proposal should NOT identify any of the company's name, address or logo.**
- Past Performance Questionnaire. Fill out and return with Proposal Package. (Attachment H)
- Completed FAR Provision 52.212-3 "Certifications and Representations" and/or indicate whether contractor has completed the annual representations and certifications electronically at <http://www.sam.gov>.
- Required Licenses, Bond-if needed, Insurance, Resumes, etc.

Please upload all documents as one file except the redacted identifiable information tech proposal, which should be separate.

4. QUESTIONS: All questions pertaining to this solicitation shall be submitted via email to Iris.Chen1@va.gov no later than 04/09/2015 at 2:00 p.m. EST. Responses to all questions received by this date will be posted on FedBizOops within two (2) business days following 04/09/2015. No questions will be answered by phone calls and no questions will be accepted after that date.

Please note – If any of the Proposal Package information is not provided by the proposal due date, your proposal package may be found Technically Unacceptable.

5. LIMITATIONS ON SUBCONTRACTING – MONITORING AND COMPLIANCE:

This contract includes (VAAR) 852.219-10, VA Notice of Total Service-Disabled Veteran-Owned Small Business Set- Aside.

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.

Evaluation Process For Award

Evaluation Process:

Proposals will be evaluated in accordance with FAR 15.305 Proposal Evaluation.

-SF1442 – original signature, and; Contract Administration Data; DUNS Number, and Solicitation complete with acknowledgement of Solicitation Amendments (if applicable).

-Pricing shall be submitted as requested in the Schedule of Supplies/Services.

The Government intends to award a purchase order resulting from this solicitation using the evaluation method “Lowest Price Technically Acceptable.” This method is appropriate when best value is expected to result from selection of the technically acceptable offer with the lowest evaluated cost/price. Offers will be evaluated for acceptability but not ranked using the non-cost/price factors. Evaluation factors and significant sub factors that establish the requirements of acceptability are set forth below. Award will be made on the basis of the lowest evaluated price of proposals meeting or exceeding the acceptability standards for non-cost factors (FAR 15.101-2). The following factors shall be used to evaluate offerors on a lowest cost, technically acceptable bases in accordance with FAR 15.101-2:

A. Price

B. Technical Qualifications: Technical capability will be evaluated to determine the extent to which it demonstrates a clear understanding of all features involved in performance of the requirements identified in the SOW. The proposal should not simply restate the Government’s requirements, but it should describe, in detail, how the Offeror intends to meet the requirements. The following will be evaluated:

- Experience of company in performing this type of work? Have you done/performed services for a cemetery in the past or other Federal facility in the past? Have at least 5 years experience in concrete/roadway/drainage construction? Please explain/elaborate. See SOW for more information of what is needed.
- Qualification of Technical/key Personnel (resumes of key personnel, training, experience, certifications)
- Sufficient Personnel/Equipment (list)
- Performance Plan:
Submit a detailed performance plan to indicate how the contractor plans to meet the goals of the cemetery (i.e. Quality Control Plan, performance schedule, site staging, etc. (see SOW)). The contractor’s proposal will be evaluated on how well it meets the performance goals of this contract.

C. Past Performance: Past performance will be evaluated for quality, schedule (ie recent), price control, business relations, management and relevance (ie experience in providing services similar in size, scope, and complexity as described in the SOW). If no past performance information is readily available, the Offeror’s past performance will

be evaluated as Neutral. FAR 15.305(a)(2) will be used to evaluate past performance of prospective offerors. Responsibility determination will be made in accordance with FAR 9.1 Responsible Prospective Contractors.

- i. Provide at least three (3) references to include same or similar work.

Use Past Performance Questionnaire (Attachment H). You must include accurate and current POC name, telephone numbers and email addresses for each reference.

Note: The Government will research information and data bases to aid in establishing contractor's responsibility and ability to perform. The databases include, but are not limited to Experian, PPIRS, EPLS, VetBiz and SBA.

Offerors shall also provide a copy of their insurance with bid proposal, or before an award.

Proposal Submittal Instruction

See table below to summarize how to submit a proposal.

Volume	Factor	File Name on CD	Page Limitations
Volume I.A	Technical Qualifications: answers to the above and Required Cert., Licenses, Resumes, etc.	Tech.doc/pdf	20
Volume I.B	Technical Qualifications: answers to the above and Required Cert., Licenses, Resumes, etc.- no logos, names	Tech no logo.doc/pdf	20
Volume II	Past Performance	Past Perf.doc/pdf	Up to 6 page narrative for Prime and 6 pages each Sub (if any).
Volume III	Price	Price.xls/pdf/doc	No Limits
Volume IV	Signed SF-1442, Bond- if needed, Insurance, other docs, FAR Provision 52.212-3, etc.	ReqDocs.doc/pdf	No Limits

Please upload all as one file except the redacted identifiable information tech proposal, which should be separate.

2.2 ADDITIONAL REQUIREMENTS FOR BAR CHART SCHEDULE

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

- Activity Description
- Estimated Duration
- Responsibility (Trade) and Manpower (Crew size)
- Planned Start and Completion Dates
- Activity Cost

B. Updated Schedules and Updating Procedures

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

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

- Actual start and completion dates for activities started and/or completed during the reporting period.
- VA issued changes to the original contract requirements that change the contractor's original sequence of work.
- Contractor changes in work sequence, durations, responsibility, manpower, and activity costs.

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

(End of Clause)

2.3 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)

2.4 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)

2.5 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
1.2%	6.9 %

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

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

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

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

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

(End of Provision)

2.6 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)

2.7 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 \$30,000.00, 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)

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

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

(b) Site visits will be on 04/07/2015 at 10am:

COR Name: Mark Schultz

Address: Bath National Cemetery

San Juan Ave

Bath, NY 14810

Telephone: (607) 664-4853 Email: Mark.Schultz@va.gov.

(End of Provision)

2.9 RESEVED

2.10 52.236-28 PREPARATION OF PROPOSALS—CONSTRUCTION (OCT 1997)

(a) Proposals must be (1) submitted on the forms furnished by the Government or on copies of those forms, and (2) manually signed. The person signing a proposal must initial each erasure or change appearing on any proposal form.

(b) The proposal form may require offerors to submit proposed prices for one or more items on various bases, including—

- (1) Lump sum price;
- (2) Alternate prices;
- (3) Units of construction; or
- (4) Any combination of paragraphs (b)(1) through (b)(3) of this provision.

(c) If the solicitation requires submission of a proposal on all items, failure to do so may result in the proposal being rejected without further consideration. If a proposal on all items is not required, offerors should insert the words "no proposal" in the space provided for any item on which no price is submitted.

(d) Alternate proposals will not be considered unless this solicitation authorizes their submission.

(End of Provision)

2.11 852.233-70 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)

2.12 852.233-71 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)

2.13 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)

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

This solicitation includes . 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)

2.15 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):

<u>FAR Number</u>	<u>Title</u>	<u>Date</u>
52.214-34	SUBMISSION OF OFFERS IN THE ENGLISH LANGUAGE	APR 1991
52.214-35	SUBMISSION OF OFFERS IN U.S. CURRENCY	APR 1991
52.222-23	NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT	FEB 1999
52.225-25	PROHIBITION ON CONTRACTING WITH ENTITIES ENGAGING IN CERTAIN ACTIVITIES OR TRANSACTIONS RELATING TO IRAN— REPRESENTATION AND CERTIFICATIONS	DEC 2012

(End of Provision)

REPRESENTATIONS AND CERTIFICATIONS

3.1 52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (DEC 2014)

(a)

(1) The North American Industry classification System (NAICS) code for this acquisition is _____ *[insert NAICS code]*.

(2) The small business size standard is _____ *[insert size standard]*.

(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 certification 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.
- (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 Certification. This provision applies to all solicitations.

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

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

[Contracting Officer check as appropriate.]

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

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

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

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

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

___ (vi) 52.227-6, Royalty Information.

___ (A) Basic.

___ (B) Alternate I.

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

(d) The offeror has completed the annual representations and certifications electronically via the SAM Web site accessed through <https://www.acquisition.gov> . After reviewing the SAM database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically that apply to this solicitation as indicated in paragraph (c) of this

provision have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below [*offeror to insert changes, identifying change by clause number, title, date*]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR Clause	Title	Date	Change

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

(End of Provision)

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

- (a)(1) The Offeror certifies, to the best of its knowledge and belief, that—
- (i) The Offeror and/or any of its Principals—
 - (A) Are ☐ are not ☐ presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;
 - (B) Have ☐ have not ☐, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) contract or subcontract; violation of Federal or State antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property (if offeror checks "have," the offeror shall also see 52.209-7, if included in this solicitation);
 - (C) Are ☐ are not ☐ presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision (a)(1)(i)(B) of this provision; and
 - (D) Have ☐, have not ☐, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,000 for which the liability remains unsatisfied.
 - (1) Federal taxes are considered delinquent if both of the following criteria apply:
 - (i) *The tax liability is finally determined.* The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.
 - (ii) *The taxpayer is delinquent in making payment.* A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.
 - (2) *Examples.*
 - (i) The taxpayer has received a statutory notice of deficiency, under I.R.C. Sec. 6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.
 - (ii) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. Sec. 6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.
 - (iii) The taxpayer has entered into an installment agreement pursuant to I.R.C. Sec. 6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.
 - (iv) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. 362 (the Bankruptcy Code).
 - (ii) The Offeror has ☐ has not ☐, within a 3-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.
 - (2) Principal, for the purposes of this certification, means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a division or business segment; and similar positions).

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

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

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

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

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

(End of Provision)

3.3 52.211-1 AVAILABILITY OF SPECIFICATIONS LISTED IN THE GSA INDEX OF FEDERAL SPECIFICATIONS, STANDARDS AND COMMERCIAL ITEM DESCRIPTIONS, FPMR PART 101-29 (AUG 1998)

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

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

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

(End of Provision)

GENERAL CONDITIONS

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

(B) NOTICE.—

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

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

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

The Contractor shall be required to (a) commence work under this contract within 15 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 30 days. 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 221310 assigned to contract number .

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

(End of Clause)

4.4 RESERVED

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:

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

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

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

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

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

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

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

(B) Unit of measure;

(C) Quantity;

(D) Price;

(E) Time of delivery or availability;

(F) Location of the construction project;

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

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

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

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

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

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

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

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

FOREIGN AND DOMESTIC CONSTRUCTION MATERIALS PRICE COMPARISON

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

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

[Include other applicable supporting information.]

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

4.6 RESERVED

4.7 52.252-2 NOTICE LISTING CLAUSES INCORPORATED BY REFERENCE

The following clauses are hereby incorporated by reference (by Citation Number, Title, and Date) in accordance with the clause at FAR "52.252-2 CLAUSES INCORPORATED BY REFERENCE" contained in this document. See FAR 52.252-2 for an internet address (if specified) for electronic access to the full text of a clause.

FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1)

<u>FAR Number</u>	<u>Title</u>	<u>Date</u>
52.204-9	PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL	JAN 2011
52.204-10	REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS	JULY 2013
52.204-12	DATA UNIVERSAL NUMBERING SYSTEM NUMBER MAINTENANCE	DEC 2012
52.204-19	INCORPORATION BY REFERENCE OF REPRESENTATIONS	DEC 2014

	AND CERTIFICATIONS [
52.211-12	LIQUIDATED DAMAGES – CONSTRUCTION	SEP 2000
52.215-2	AUDIT AND RECORDS-NEGOTIATION	OCT 2010
52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS	OCT 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
52.222-22	PREVIOUS CONTRACTS AND COMPLIANCE REPORTS	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	JULY 2014
52.222-36	EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES	JULY 2014
52.222-37	EMPLOYMENT REPORTS ON VETERANS	JULY 2014
52.222-40	NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT	DEC 2010
52.222-50	COMBATING TRAFFICKING IN PERSONS	MAR 2015
52.222-54	EMPLOYMENT ELIGIBILITY VERIFICATION	AUG 2013
52.222-55	MINIMUM WAGES UNDER EXECUTIVE ORDER 13658	DEC 2014
52.223-5	POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION	MAY 2011
52.223-6	DRUG-FREE WORKPLACE	MAY 2010
52.223-18	ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING	AUG 2011
52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES	JUN 2008
52.227-4	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
52.228-14	IRREVOCABLE LETTER OF CREDIT	NOV 2014
52.232-5	PAYMENTS UNDER FIXED-PRICE CONSTRUCTION CONTRACTS	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
52.232-23	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	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
52.236-17	LAYOUT OF WORK	APR 1984
52.236-21	SPECIFICATIONS AND DRAWINGS FOR CONSTRUCTION	FEB 1997
52.236-26	PRECONSTRUCTION CONFERENCE	FEB 1995
52.242-13	BANKRUPTCY	JULY 1995
52.242-14	SUSPENSION OF WORK	APR 1984
52.243-1	CHANGES – FIXED PRICE ALT II	AUG 1987
52.243-4	CHANGES	JUNE 2007
52.244-6	SUBCONTRACTS FOR COMMERCIAL ITEMS	MAR 2015
52.246-12	INSPECTION OF CONSTRUCTION	AUG 1996
52.246-21	WARRANTY OF CONSTRUCTION	MAR 1994
52.248-3	VALUE ENGINEERING-CONSTRUCTION	OCT 2010
52.249-2	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT	APR 2012
	ALTERNATE I (SEPT 1996)	
52.249-10	DEFAULT (FIXED-PRICE CONSTRUCTION)	APR 1984
52.253-1	COMPUTER GENERATED FORMS	JAN 1991

4.8 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)

4.9 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)

4.10 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)

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

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

(End of Clause)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(End of Clause)

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

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

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

(End of Clause)

4.14 VAAR 852.236-74 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)

4.15 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)

4.16 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)

4.17 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)

4.18 VAAR 852.236-79 DAILY REPORT OF WORKERS AND MATERIALS (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 that 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)

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

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

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

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

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

(End of Clause)

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

(a) Retainage:

(1) The contracting officer may retain funds:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

VALUE OF ADJUSTING, CORRECTING, AND TESTING SYSTEM

System	Percent
Pneumatic tube system	10
Incinerators (medical waste and trash)	5
Sewage treatment plant equipment	5
Water treatment plant equipment	5
Washers (dish, cage, glass, etc.)	5
Sterilizing equipment	5
Water distilling equipment	5
Prefab temperature rooms (cold, constant temperature)	5
Entire air-conditioning system (Specified under 600 Sections)	5
Entire boiler plant system (Specified under 700 Sections)	5

General supply conveyors	10
Food service conveyors	10
Pneumatic soiled linen and trash system	10
Elevators and dumbwaiters	10
Materials transport system	10
Engine-generator system	5
Primary switchgear	5
Secondary switchgear	5
Fire alarm system	5
Nurse call system	5
Intercom system	5
Radio system	5
TV (entertainment) system	5

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

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

- (1) The material or equipment is in accordance with the contract requirements and/or approved samples and shop drawings.
- (2) Only those materials and/or equipment as are approved by the resident engineer for storage will be included.
- (3) Such materials and/or equipment will be stored separately and will be readily available for inspection and inventory by the resident engineer.
- (4) Such materials and/or equipment will be protected against weather, theft and other hazards and will not be subjected to deterioration.
- (5) All of the other terms, provisions, conditions and covenants contained in the contract shall be and remain in full force and effect as therein provided.
- (6) A supplemental agreement will be executed between the Government and the contractor with the consent of the contractor's surety for off-site storage.

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

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

(End of Clause)

4.21 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)

4.22 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)

4.23 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)

4.24 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)

4.25 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)

4.26 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)

4.27 VAAR 852.236-91 SPECIAL NOTES (JUL 2002)

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

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

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

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

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

(c) When approval is given for a system component having functional or physical characteristics different from those indicated or specified, it is the responsibility of the contractor to furnish and install related components with characteristics and capacities compatible with the approved substitute component as required for systems to function as noted on drawings and specifications. There shall be no additional cost to the Government.

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

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

(End of Clause)

4.28 VAAR 852.246-74 SPECIAL WARRANTIES (JAN 2008)

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

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

(End of Clause)

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

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

Should the contractor fail to prosecute the work or fail to proceed promptly to provide guarantee period services after notification by the contracting officer, the Government may, subject to the default clause contained at FAR 52.249-10, Default (Fixed-Price Construction), and after allowing the contractor 10 days to correct and comply with the contract, terminate the right to proceed with

the work (or the separable part of the work) that has been delayed or unsatisfactorily performed. In this event, the Government may take over the work and complete it by contract or otherwise, and may take possession of and use any materials, appliances, and plant on the work site necessary for completing the work. The contractor and its sureties shall be liable for any damages to the Government resulting from the contractor's refusal or failure to complete the work within this specified time, whether or not the contractor's right to proceed with the work is terminated. This liability includes any increased costs incurred by the Government in completing the work.

(End of Clause)

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

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

(End of Provision)

SECTION – D CONTRACT DOCUMENTS, EXHIBITS, OR ATTACHMENTS

ATTACHMENT – A: DRAWINGS – see separate attachment posted	page 57
ATTACHMENT – B: WAGE DETERMINATION	page 57
ATTACHMENT – C: CONTRACT DISCREPANCY REPORT	page 67
ATTACHMENT – D: CONTRACTOR PRODUCTION REPORT	page 68
ATTACHMENT – E: CONTRACTOR QUALITY REPORT	page 69
ATTACHMENT – F: SF1413	page 70
ATTACHMENT – G: DEPARTMENT OF LABOR PAYROLL FORM	page 71
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ATTACHMENT A – DRAWINGS

See separate PDF file posted.

ATTACHMENT B - DAVIS BACON ACT WAGE DETERMINATION

The DOL Wage Determination for this solicitation and any contract awarded is available at <http://www.wdol.gov>. Please note the listing below is not an all-inclusive wage determination of each area of performance and construction type for this locality. It is the contractor’s responsibility to obtain and evaluate each wage determination for individual localities in order to be in compliance with the Davis Bacon Act.

General Decision Number: NY150018 01/02/2015 NY18

Superseded General Decision Number: NY20140018

State: New York

Construction Type: Highway

County: Steuben County in New York.

HIGHWAY CONSTRUCTION PROJECTS

Note: Executive Order (EO) 13658 establishes an hourly minimum wage of \$10.10 for 2015 that applies to all contracts subject to the Davis-Bacon Act for which the solicitation is issued on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.10 (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number Publication Date
0 01/02/2015

ELEC0139-003 06/01/2014

	Rates	Fringes
ELECTRICIAN.....	\$ 33.00	21.94

ELEC1249-003 05/05/2014

	Rates	Fringes
ELECTRICIAN (LINE CONSTRUCTION: LIGHTING AND TRAFFIC SIGNAL Including any and all Fiber Optic Cable		

necessary for Traffic Signal
Systems, Traffic Monitoring
systems and Road Weather
information systems)

Flagman.....	\$ 24.07	7%+19.75+a
Groundman (Truck Driver)....	\$ 32.10	7%+19.75+a
Groundman Truck Driver (tractor trailer unit).....	\$ 34.10	7%+19.75+a
Lineman & Technician.....	\$ 40.12	7%+19.75+a
Mechanic.....	\$ 32.10	7%+19.75+a

FOOTNOTE:

a. New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day, plus President's Day, Good Friday, Decoration Day, Election Day for the President of the United States and Election Day for the Governor of the State of New York, provided the employee works the day before or the day after the holiday.

ENGI0832-001 07/01/2013

	Rates	Fringes
Operating Engineer:		
EXCAVATING AND PAVING		
GROUP 1.....	\$ 26.30	20.20+a
GROUP 2.....	\$ 25.87	20.20+a
GROUP 3.....	\$ 25.26	20.20+a
GROUP 4.....	\$ 22.17	20.20+a
MASTER MECHANIC.....	\$ 26.90	20.20+a
HEAVY AND HIGHWAY		
GROUP 1.....	\$ 36.21	23.55+a
GROUP 2.....	\$ 35.50	23.55+a
GROUP 3.....	\$ 32.64	23.55+a
GROUP 4.....	\$ 40.21	23.55+a
GROUP 5.....	\$ 39.21	23.55+a
GROUP 6.....	\$ 38.21	23.55+a
GROUP 7.....	\$ 37.47	23.55+a
TUNNEL AND SHAFT		
GROUP 1.....	\$ 35.08	19.95+b
GROUP 2.....	\$ 33.86	19.95+b
GROUP 3.....	\$ 31.07	19.95+b
GROUP 4.....	\$ 28.06	19.95+b
MASTER MECHANIC.....	\$ 37.21	19.95+b

For EXCAVATION AND PAVING:

FOOTNOTE:

a. PAID HOLIDAYS: New Year's Day; Memorial Day; Independence Day; Labor Day; Thanksgiving Day; Christmas Day, regardless of the day of the week on which the holiday may fall, provided the employee works either on the work day immediately preceding the holiday or on the scheduled work day immediately following the holiday.

EXCAVATION AND PAVING CLASSIFICATIONS

GROUP 1: Asphalt paver; automatic fine grader; backhoe (except tractor mounted, rubber tired); blacktop plant (automated); cableway; caisson auger; central mix concrete plant (automated); cherry picker- over 5 ton capacity; crane; cranes and derricks (steel erection); dragline; dual drum paver; front end loader (4 cu. yd. and over); hoist, (Tow or 3 drum); pile driver; power grader with elevation loader attachment; quarry master (or equivalent); shovel; slip form paver; tractor drawn belt-type loader; truck crane tunnel shovel; excavator, all purpose hydraulically operated

GROUP 2: Backhoe (tractor mounted, rubber tired); bituminous spreader and mixer; blacktop plant (non automated); boring machine; cage hoist; central mix plant (non automated) and all concrete batching plants; cherry picker, 5 tons and under; compressor (4 or less) exceeding 2000 CFM combined capacity; concrete paver over 16s; concrete pump; crusher; drill rigs (tractor mounted); front end loader (under 4 cu. yds); hi- pressure boiler (15 lbs and over); hoist (one drum); Kolman plant loader and similar type loaders; maintenance engineer; maintenance grease man; mechanical slurry machine; mixer for stabilized base self propelled; monorail machine; plant engineer; power broom; power grader; pump crete; ready mix concrete plant; road widener; roller (all above sub-grade); side boom; tractor scraper; tractor with dozer and or pusher; trencher; winch

GROUP 3: Compressors (4 not to exceed 2000 CFM combined capacity; or 3 or less with more than 1200 CFM but not to exceed 2000 CFM); compressors (any size but subject to other provisions for compressors); dust collectors; generators; welding machines (4 of any type or combination); concrete pavement spreaders and finishers; conveyor; drill (core); drill (well); electric pump used in conjunction with well point systems; farm tractor with accessories; fine grade machine; fork lift; gunite machine; hammers-hydraulic-self propelled; locomotive; post hole digger and post driver; pumps (regardless of motive power, not more than 4 in number not to exceed 20" in total capacity); submersible electric pumps when used in lieu of well points, tractor with towed accessories; vibratory compactor; vibro tamp; well point

GROUP 4: Compressor (any size, but subject to other provisions for compressors); dust collectors; generators; welding machines (3 or less of any type or combination); concrete mixer (16s and under), concrete saw-self propelled; fireman; form tamper; mulching machine; power heaterman; pumps regardless of motive power no more than 3 in number not to exceed 12" in total capacity; revinius widener; steam cleaner; tractor

GROUP 5: Master Mechanic

For HEAVY AND HIGHWAY CONSTRUCTION:

FOOTNOTE:

b. PAID HOLIDAYS: New Years Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day provided the employee works the working day before and the working day after the holiday

POWER EQUIPMENT OPERATOR CLASSIFICATIONS (HEAVY/HIGHWAY):

GROUP 1: Asphalt Curb Machine, Self Propelled, Slipform, Automated Concrete Spreader (CMI Type), Automatic Fine Grader, Backhoe (Except Tractor Mounted, Rubber Tired), Backhoe Excavator Full Swing (CAT 212 or similar type), Back Filling Machine, Belt Placer (CMI Type), Blacktop Plant (Automated), Boom truck , Cableway, Caisson Auger, Central Mix Concrete Plant (Automated), Concrete Curb Machine, Self Propelled, Slipform, Concrete Pump, Crane, Cherry Picker, Derricks (steel erection), Dragline, Overhead Crane (Gantry or Straddle type), Pile Driver, Truck Crane, Directional Drilling Machine, Dredge, Dual Drum Paver, Excavator (All Purpose Hydraulically Operated) (Gradall or Similar), Front End Loader (4 cu. yd. and Over), Head Tower (Sauerman or Equal), Hoist (Two or Three Drum), Holland Loader, Maintenance Engineer, Mine Hoist, Mucking Machine or Mole Pavement Breaker(SP) Wertgen; PB-4

and similar type, Power Grader, Profiler (over 105 H.P.) Quad 9, Quarry Master (or equivalent), Scraper, Fireman, Fork Lift, Form Tamper, Grout Pump, Gunite Machine, Hammers (Hydraulic self-propelled), Hydra-Spiker, ride-on, Hydraulic Pump (jacking system), Hydro-Blaster (Water), Mulching Machine, Oiler, Parapet Concrete or Pavement, Shovel, Side Boom, Slip Form Paver, Tractor Drawn, BeltType Loader, Truck or Trailer Mounted Log , Chipper (Self Feeder), Tug Operator (Manned Rented Equipment Excluded), Tunnel Shovel

GROUP 2: Asphalt Paver, Backhoe (Tractor Mounted, Rubber Tired), Bituminous Recycler Machine, Bituminous Spreader and Mixer, Blacktop Plant (NonAutomated), Blast or Rotary Drill (Truck or Tractor Mounted), Boring Machine, Cage Hoist, Central Mix Plant (NonAutomated) and All Concrete Batching Plants, Cherry Picker (5 tons capacity and under), Concrete Paver (Over 16S), Crawler Drill, Self-contained, Crusher, Diesel Power Unit, Drill Rigs, Tractor Mounted, Front End Loader (Under 4 cu. yd.), Greaseman/Lubrication Engineer, HiPressure Boiler (15 lbs. and over), Hoist (One Drum), Hydro-Axe, Kolman Plant Loader and Similar Type Loaders, L.C.M. Work Boat Operator, Locomotive Mixer (for stabilized base selfpropelled), Monorail Machine, Plant Engineer, Profiler (105 H.P. and under), Grinder, Post Hole Digger and Post Driver, Power Broom (towed), Power Heaterman, Power Sweeper, Revinus Widener, Roller (Grade and Fill), Scarifier, ride-on, Shell Winder, Skid steer loader (Bobcat or similar), Span-Saw, ride-on, Steam Cleaner, Pug Mill, Pump Crete Ready Mix Concrete Plant Refrigeration Equipment (for soil stabilization) Road Widener, Roller (all above subgrade), Sea Mule, Self-contained Ride-on Rock Drill, Excluding Air-Track Type Drill, Skidder, Tractor with Dozer and/or Pusher, Trencher. Tugger Hoist, Vermeer saw (ride on, any size or type), Winch, Winch Cat

GROUP 3: A Frame Winch Hoist on Truck , Articulated Heavy Hauler, Aggregate Plant, Asphalt or Concrete Grooving, Machine (ride on), Ballast Regulator, Ride-on Boiler (used in conjunction with production), Bituminous Heater, self-propelled, Boat (powered), Cement and Bin Operator, Compressors, Dust Collectors, Generators, Pumps, Welding Machines, Light Plants, Heaters (hands-off equipment), Concrete Pavement Spreader and Finisher, Concrete Paver or Mixer (16S and under), Concrete Saw (self-propelled), Conveyor, Deck Hand, Directional Drill Machine Locator, Drill, (Core), Drill, (Well,) Farm Tractor with accessories, Fine Grade Machine, Tamper, ride-on, Tie Extractor, ride-on, Tie Handler, ride-on, Tie Insertter, ride-on, Tie Spacer, ride-on, Tire Repair, Track Liner, ride-on, Tractor, Tractor (with towed accessories), Vibratory Compactor, Vibro Tamp, Well Point

GROUP 4: Tower Cranes

GROUP 5: Cranes 50 tons and over

GROUP 6: Cranes 49 tons and below

GROUP 7: Master Mechanic

For TUNNEL AND SHAFT:

FOOTNOTE:

b. PAID HOLIDAYS: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day, regardless of the day of the week on which the Holiday may fall, provided the employee works the working day before and the

working day after the holiday

TUNNEL AND SHAFT CLASSIFICATIONS

GROUP 1: Automated concrete spreader (CMI or equivalent); automated fine grade machine (cmi); backhoe; belt placer (cmi or similar); blacktop spreader (automated); cableway; caisson auger; central mix plant (automated); cherry picker (5 tons); concrete curb machine (self-propelled slipform); concrete pump; crane; crane shaft; crane underground; cranes and derricks (steel erection); dragline; dredge; dual drum paver; excavator (all purpose-hydraulically operated gradall or similar); fork lift (factory rated 15' and over); front end loader (4cu yd and over); head tower (sauerman or equal); hoist; shaft; hoist (two or three drum); holland loader; maintenance engineer (shaft and tunnel); mine hoist; mining machine (mole and similar types); mucking machine or mose; overhead crane (gantry or straddle type); pile driver; power grader; Quad 9, quarry master (or equivalent); scraper; shovel; side boom; slip form paver; tripper/maintenance engineer (shaft and tunnel); tractor drawn belt-type loader; truck crane; truck or trailer mounted log chipper (self feeder); tug operator (manned rented equipment excluded); tunnel shovel

GROUP 2: Automated central mix concrete plant; backhoe (topside); backhoe (tractor mounted, rubber tired); bituminous spreader and mixer; blacktop plant (non automated); blast or rotary drill (truck or tractor mounted); boring machine; cage hoist; central mix plant (non automated) and all concrete batching plants; cherry picker (5 tons capacity and under); compressors (4 or less exceeding 2000 CFM combined capacity); concrete paver (over 16s); concrete pump; crane (topside); crusher; diesel power unit; drill rigs, tractor mounted; front end loader (under 4 cu. yds); grayco epoxy machine; hi-pressure boiler (15 lbs and over); hoist (one drum); hoist (two or three drum) (topside); kolman plant loader and similar type loaders; L.C.M. work boat operator; locomotive; maintenance engineer (topside); maintenance greaseman; mixer (for stabilized base self-propelled); monorial machine; plant engineer; personnel hoist; pump crete; ready mix concrete plant; refrigeration equipment (from soil stabilization); road widener; roller (all above sub-grade); sea mule; shotcrete machine; shovel (topside); tractor with dozer and/or pusher; trencher; tugger hoist; tunnel locomotive; welder; winch; winch cat

GROUP 3: "A" frame truck; ballast regulator (ride on); compressors (4 not to exceed 2000 cfm combined capacity; or 3 or less with more than 1200 cfm but not to exceed 2000 cfm); compressors (any size but subject to other provisions for compressors; dust collectors; generators; pumps; welding machines; light plants (4 of any type or combination); concrete pavement spreaders and finishers; conveyor; drill (core); drill (well); electric pump used in conjunction with well point system; farm tractor with accessories; fine grade machine; fork lift (under 15 ft); ground pump over 5 cu. ft (manufacturers rating); gunite machine; hammers (hydraulic self propelled); hydra-spiker (ride on); hydra blaster (water); hydra blaster; motorized form carrier; post hole digger and post driver; power sweeper; roller (grade and fill); scarifer (ride on); span saw (ride on); submersible electric pump (when used in lieu of well points); tamper (ride on); tie extractor (ride on); tie handler (ride on); tie inserter (rider on); tie spacer (ride on); track liner (ride on); tractor with towed accessories; vibratory compactor; vibro tamp; well point aggregate plant; boiler (used in conjunction with production); cement and bin operator; compressors (3 or less not to exceed 1200 cfm combined capacity); compressors

(any size; but subject to other provisions for compressors); dust collectors; generators; pumps; welding machines; light plants (3 or less of any type or combination); concrete paver or mixer (16s and under); concrete saw (self propelled); fireman; form tamper; greaseman; hydraulic pump (jacking system); junior engineer; light plants; mulching machine; oiler; parapet concrete or pavement grinder; power broom (towed); power heaterman (when used for production); revinius widener; shell winder; steam cleaner; tractor

GROUP 4: Crane, friction or lattice type with boom length 200 feet and over

* IRON0006-002 05/01/2014

TOWNSHIPS OF CANISTEO, FREEMONT, GREENWOOD, HARTSVILLE,
HORNELL, HORNELLSVILLE, HOWARD, JASPER, TROUPSBURG, WEST UNION

	Rates	Fringes
Ironworkers:		
Fence Erector.....	\$ 27.57	22.01
Ironworker (Rodmen).....	\$ 29.00	23.51

* IRON0033-009 05/01/2014

TWPS OF ADDISON, AVOCA, BATH, BRADFORD, CAMERON, CAMPBELL,
CATON, COHOCTON, CORNING, DANSVILLE, ERWIN, HORNBY, LINDLEY,
PRATTSBURG, PULTENEY, RATHBONE, THURSTON, TUSCARORA, URBANA,
WAYLAND, WAYNE WOODHULL

	Rates	Fringes
Ironworkers:		
Ornamental, Reinforcing		
Stone Derrickman, Rigger,		
Rodman, Structural		
Machinery Movers, Fence		
Erectors, Precast Concrete		
Erector.....	\$ 25.90	22.49
Sheeter.....	\$ 26.15	22.49

LABO0785-022 07/01/2014

HEAVY & HIGHWAY

ZONE III

	Rates	Fringes
LABORER		
GROUP 1.....	\$ 24.30	18.39+a
GROUP 2.....	\$ 24.50	18.39+a

FOOTNOTE:

a. PAID HOLIDAYS: New Year's Day; Memorial Day;
Independence Day; Labor Day; Thanksgiving Day; Christmas
Day, provided the employee works the working day before and
the working day after the holiday.

LABORER CLASSIFICATIONS

GROUP 1: Laborers; Flaggers; Outboard and Hand Boats; Bull
Float; Chain Saw; Concrete Aggregate Bin; Concrete bootman;
Gin Buggy; Hand or Machine Vibrator; Jackhammer; Mason
Tender; Mortar Mixer; Pavement Breaker; Handlers of all

Steel Mesh; Small Generators for laborers' tool;
Installation of Bridge Drainage Pipe; Pipelayers; Vibrator
type Rollers; Tamper; drill Doctor; Tail or Screw Operator
on Asphalt Paver; Water Pump Operators (1- 1/2" and single
diaphragm); Nozzle (asphalt, gunnite, seeding and
sandblasting); Laborers on Chain Link Fence Erection; rock
Splitter and Power Unit; Pusher Type Concrete Saw and all
other Gas, Electric, Oil and Air Tool Operators; Wrecking
Laborers

GROUP 2: All Rock or Drill Machine Operators (except quarry
master and similar type); Acetylene Torch Operator; Asphalt
Raker; Powderman; Blasters; Form Setters; Stone or Granite
Curb Setters

PLUM0267-001 05/01/2014

TOWNS OF ADDISON, BATH, BRADFORD, CAMPBELL, CANTON, CORNING,
ERWIN, HORNBY, LINDLEY, PULTENEY, RATHBONE, THURSTON,
TUSCARORA, URBANA AND WAYNE COUNTIES

	Rates	Fringes
Plumber, Pipefitter, Steamfitter (including HVAC work).....	\$ 31.41	22.47

TEAM0317-004 07/01/2014

HEAVY & HIGHWAY

Townships of Avoca, Canisteo, Cohocton, Dansville, Freemont,
Greenwood, Hartsville, Hornell, Howard, Jasper, Prattsburg,
Pulteney, Troupsburg, West Union, Wheeler.

	Rates	Fringes
TRUCK DRIVER		
GROUP 1.....	\$ 22.47	21.10+a
GROUP 2.....	\$ 22.67	21.10+a

a. Paid Holidays: New Year's Day, Memorial Day,
Independence Day, Labor Day, Thanksgiving Day, Christmas
Day, provided the employee works the working day before and
the working day after the holiday.

TRUCK DRIVER CLASSIFICATIONS

GROUP 1: Yardman; Pickups; panel trucks; flatboy materials
trucks (straight jobs); single axle dump trucks; dumpsters;
receivers; greasers; truck tireman, tandems; batch truck;
mechanics; semi- trailers; low-boy trucks; asphalt
distributor trucks; agitator; mixer trucks and dumpcrete
type vehicles; truck mechanic; fuel truck

GROUP 2: Specialized earth moving equipment - euclid type or
similar off-highway equipment, where not self-loaded;
straddle (ross) carrier; self-contained concrete mobile
unit; off-highway tandem back dump; twin engine equipment;
double-hitched equipment where not self-loaded

TEAM0529-002 05/01/2014

STEBEN COUNTY: Towns of Addison, Avoca, Bath, Bradford,
Cameron, Campbell, Caton, Corning, Erwin, Hornby, Howard,
Lindley, Pulteney, Rathbone, Thurston, Tuscarora, Urbana,
Wayne, Wheeler and Woodhull

	Rates	Fringes
TRUCK DRIVER		
GROUP 1.....	\$ 20.39	11.53+a
GROUP 2.....	\$ 20.46	11.53+a
GROUP 3.....	\$ 20.95	11.53+a

FOOTNOTES:

a. PAID HOLIDAYS: New Year's day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day, provided the employee works the working day before and the working day after the holiday.

TRUCK DRIVERS CLASSIFICATIONS:

GROUP 1: Flat Bed Truck (Single Axle); Dump Trucks (Under 10 yds Single Axle); Stake Body Truck (Single Axle); Dumpster (Single Axle)

GROUP 2: Dump Truck (Over 10 yds); Transit Mix (Under 5 yds); Transit Mix (Over 5 yds); Flat or Stake Body (Tandem); A-Frame/Winch Trucks; Dry Batch Truck; Truck Mounted Sweeper and Vac Trucks; Dumpster (Tandem)

GROUP 3: Euclid-Type; Off Highway Equipment-Back or Double Bottom Dump Trucks (Over 20 Tons); Straddle Trucks; Pusher; Articulate Dumped Trucks; Low Boy Trailers; Semi Trailers; Asphalt Distributors; Fuel Truck

SUNY1988-001 06/22/1988

	Rates	Fringes
LABORER.....	\$ 11.02	2.12
ROOFER.....	\$ 11.62	3.21

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

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

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

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were

prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 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. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

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

ATTACHMENT C – CONTRACT DISCREPANCY REPORT

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

ATTACHMENT D – CONTRACTOR PRODUCTION REPORT

ATTACHMENT D - CONTRACTOR PRODUCTION REPORT (ATTACH ADDITIONAL SHEETS IF NECESSARY)					DATE	
CONTRACT NO:		TITLE AND LOCATION			REPORT NO	
CONTRACTOR			SUPERINTENDENT			
AM WEATHER		PM WEATHER		MAX TEMP (F)		MIN TEMP (F)
WORK PERFORMED TODAY						
Schedule Activity No.	WORK LOCATION AND DESCRIPTION		EMPLOYER	NUMBER	TRADE	HRS
	CODE COMPLIANT					
	Is the installation of equipment and material code complaint?					
	If it is code compliant what specific requirement (section, number) does it meet?					
JOB SAFETY		WAS A JOB SAFETY MEETING HELD THIS DATE? (If YES attach copy of the meeting minutes)		<input type="checkbox"/> YES	<input type="checkbox"/> NO	TOTAL WORK HOURS ON JOB SITE, THIS DATE, INCL CON'T SHEETS
		WERE THERE ANY LOST TIME ACCIDENTS THIS DATE? (If YES attach copy of completed OSHA report)		<input type="checkbox"/> YES	<input type="checkbox"/> NO	CUMULATIVE TOTAL OF WORK HOURS FROM PREVIOUS REPORT
		WAS CRANE/MANLIFT/TRENCHING/SCAFFOLD/HV ELEC/HIGH WORK/ HAZMAT WORK DONE? (If YES attach statement or checklist showing inspection performed.)		<input type="checkbox"/> YES	<input type="checkbox"/> NO	TOTAL WORK HOURS FROM START OF CONSTRUCTION
		WAS HAZARDOUS MATERIAL/WASTE RELEASED INTO THE ENVIRONMENT? (If YES attach description of incident and proposed action.)		<input type="checkbox"/> YES	<input type="checkbox"/> NO	
Schedule Activity No.	LIST SAFETY ACTIONS TAKEN TODAY/SAFETY INSPECTIONS CONDUCTED					<input type="checkbox"/> SAFETY REQUIREMENTS HAVE BEEN MET.
EQUIPMENT/MATERIAL RECEIVED TODAY TO BE INCORPORATED IN JOB (INDICATE SCHEDULE ACTIVITY NUMBER)						
Schedule Activity No.	Submittal #	Description of Equipment/Material Received				
CONSTRUCTION AND PLANT EQUIPMENT ON JOB SITE TODAY. INDICATE HOURS USED AND SCHEDULE ACTIVITY NUMBER.						
Schedule Activity No.	Owner	Description of Construction Equipment Used Today (incl Make and Model)				Hours Used
Schedule Activity No.	REMARKS					
By signing this report the signee is in agreement that the installations and information in this report are accurate, have been inspected and are compliant with the contract documents, specific code requirements and Specification Section 01-40-01 1.5						
CONTRACTOR/SUPERINTENDENT				DATE		

ATTACHMENT E – CONTRACTOR QUALITY CONTROL REPORT

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

ATTACHMENT - F: SF1413 SUBCONTRACTOR REPORTING

STATEMENT AND ACKNOWLEDGMENT										OMB Control Number: 9000-0014 Expiration Date:					
PAPERWORK REDUCTION ACT STATEMENT: Public reporting burden for this collection of information is estimated to average .05 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspects of this collection of information, including suggestions for reducing this burden, to U.S. General Services Administration, Regulatory Secretariat (MVCB)/IC 9000-0014, Office of Governmentwide Acquisition Policy, 1800 F Street, NW, Washington, DC 20405.															
PART I - STATEMENT OF PRIME CONTRACTOR															
1. PRIME CONTRACT NO.				2. DATE SUBCONTRACT AWARDED				3. SUBCONTRACT NUMBER							
4. PRIME CONTRACTOR						5. SUBCONTRACTOR									
a. NAME						a. NAME									
b. STREET ADDRESS						b. STREET ADDRESS									
c. CITY				d. STATE		e. ZIP CODE		c. CITY				d. STATE		e. ZIP CODE	
6. The prime contract <input type="checkbox"/> does, <input type="checkbox"/> does not contain the clause entitled "Contract Work Hours and Safety Standards Act -- Overtime Compensation."															
7. The prime contractor states that under the contract shown in Item 1, a subcontract was awarded on the date shown in Item 2 to the subcontractor identified in item 5 by the following firm:															
a. NAME OF AWARDING FIRM															
b. DESCRIPTION OF WORK BY SUBCONTRACTOR															
8. PROJECT						9. LOCATION									
10a. NAME OF PERSON SIGNING						11. BY (Signature)						12. DATE SIGNED			
10b. TITLE OF PERSON SIGNING															
PART II - ACKNOWLEDGMENT OF SUBCONTRACTOR															
13. The subcontractor acknowledges that the following clauses of the contract shown in Item 1 are included in this subcontract:															
Contract Work Hours and Safety Standards Act - Overtime Compensation (If included in prime contract see Block 6)						Construction Wage Rate Requirements									
Payrolls and Basic Records Withholding of Funds						Apprentices and Trainees									
Disputes Concerning Labor Standards						Compliance with Copeland Act Requirements									
Compliance with Construction Wage Rate Requirements and Related Regulations						Subcontracts (Labor Standards)									
						Contract Termination - Debarment Certification of Eligibility									
14. NAME(S) OF ANY INTERMEDIATE SUBCONTRACTORS, IF ANY															
15a. NAME OF PERSON SIGNING						16. BY (Signature)						17. DATE SIGNED			
15b. TITLE OF PERSON SIGNING															

ATTACHEMNT G - DEPARTMENT OF LABOR PAYROLL REPORTING FORM


ATTACHMENT G - Certified Payroll Form WH347.pdf - Adobe Acrobat Pro

File Edit View Window Help

U.S. Department of Labor
Wage and Hour Division

PAYROLL
(For Contractor's Optional Use; See Instructions at www.dol.gov/whd/forms/wh347instr.htm)

Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number.



Rev. Dec. 2008
OMB No.: 1235-0008
Expires: 01/31/2015

NAME OF CONTRACTOR ☐ OR SUBCONTRACTOR ☐

ADDRESS

OMB No.: 1235-0008
Expires: 01/31/2015

PAYROLL NO.

FOR WEEK ENDING

PROJECT AND LOCATION

PROJECT OR CONTRACT NO.

(1) NAME AND INDIVIDUAL IDENTIFYING NUMBER (e.g., LAST FOUR DIGITS OF SOCIAL SECURITY NUMBER) OF WORKER	(2) NO. OF WITHHOLDING EXEMPTIONS	(3) WORK CLASSIFICATION	(4) DAY AND DATE							(5) TOTAL HOURS	(6) RATE OF PAY	(7) GROSS AMOUNT EARNED	(8) DEDUCTIONS						(9) NET WAGES PAID FOR WEEK
			O	T	U	F	S	S	S				FICA	WITH- HOLDING TAX	OTHER	TOTAL DEDUCTIONS			
																	HOURS WORKED EACH DAY		
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While completion of Form WH-347 is optional, it is mandatory for covered contractors and subcontractors performing work on Federally financed or assisted construction contracts to respond to the information collection contained in 29 C.F.R. §§ 3.3, 5.5(a). The Copeland Act (40 U.S.C. § 3145) contractors and subcontractors performing work on Federally financed or assisted construction contracts to "furnish weekly a statement with respect to the wages paid each employee during the preceding week." U.S. Department of Labor (DOL) regulations at 29 C.F.R. § 5.5(a)(3)(ii) require contractors to submit weekly a copy of all payrolls to the Federal agency contracting for or financing the construction project, accompanied by a signed "Statement of Compliance" indicating that the payrolls are correct and complete and that each laborer or mechanic has been paid not less than the proper Davis-Bacon prevailing wage rate for the work performed. DOL and federal contracting agencies receiving this information review the information to determine that employees have received legally required wages and fringe benefits.

Public Burden Statement

We estimate that it will take an average of 55 minutes to complete this collection, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have any comments regarding these estimates or any other aspect of this collection, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, U.S. Department of Labor, Room S3502, 200 Constitution Avenue, N.W. Washington, D.C. 20210

(over)

Date _____

I, _____
(Name of Signatory Party) (Title)

do hereby state:

(1) That I pay or supervise the payment of the persons employed by

_____ on the
(Contractor or Subcontractor)_____ ; that during the payroll period commencing on the
(Building or Work)

_____ day of _____, and ending the _____ day of _____,

all persons employed on said project have been paid the full weekly wages earned, that no rebates have been or will be made either directly or indirectly to or on behalf of said

_____ from the full
(Contractor or Subcontractor)

weekly wages earned by any person and that no deductions have been made either directly or indirectly from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part 3 (29 C.F.R. Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948, 63 Stat. 108, 72 Stat. 967; 76 Stat. 357; 40 U.S.C. § 3145), and described below:

(2) That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete; that the wage rates for laborers or mechanics contained therein are not less than the applicable wage rates contained in any wage determination incorporated into the contract; that the classifications set forth therein for each laborer or mechanic conform with the work he performed.

(3) That any apprentices employed in the above period are duly registered in a bona fide apprenticeship program registered with a State apprenticeship agency recognized by the Bureau of Apprenticeship and Training, United States Department of Labor, or if no such recognized agency exists in a State, are registered with the Bureau of Apprenticeship and Training, United States Department of Labor.

(4) That:

(a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS

- ☐ — in addition to the basic hourly wage rates paid to each laborer or mechanic listed in the above referenced payroll, payments of fringe benefits as listed in the contract have been or will be made to appropriate programs for the benefit of such employees, except as noted in section 4(c) below.

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

- ☐ — Each laborer or mechanic listed in the above referenced payroll has been paid, as indicated on the payroll, an amount not less than the sum of the applicable basic hourly wage rate plus the amount of the required fringe benefits as listed in the contract, except as noted in section 4(c) below.

(c) EXCEPTIONS

EXCEPTION (CRAFT)	EXPLANATION

REMARKS:

NAME AND TITLE

SIGNATURE

THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. SEE SECTION 1001 OF TITLE 18 AND SECTION 231 OF TITLE 31 OF THE UNITED STATES CODE.

ATTACHMENT H – PAST PERFORMANCE QUESTIONNAIRE

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

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

Contractor (you) Information:

Name: _____

Address: _____

Telephone Number: _____

E-mail: _____

Contract Information:

Name of company/agency you provided service for: _____

Contract Number: _____

Type of Contract: _____

Contract Dollar Value: _____

Date of Award: _____

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

If not completed, why?_____

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

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

Name of the Contract Person & their position: _____

Address: _____

Telephone Number: _____

E-mail: _____

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

Complexity of Product/Service, if any:

Percentage of Work completed by your company/by subcontractor:

(End of Section)