

SOLICITATION, OFFER, AND AWARD (Construction, Alteration, or Repair)	1. SOLICITATION NO. VA248-14-R-1902	2. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)	3. DATE ISSUED 04-22-2015	PAGE OF PAGES 1 74
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IMPORTANT - The "offer" section on the reverse must be fully completed by offeror.

4. CONTRACT NO. TBD CODE	5. REQUISITION/PURCHASE REQUEST NO. 675-15-1-3275-0001	6. PROJECT NO. 675-15-601
7. ISSUED BY Department of Veterans Affairs Orlando VA Medical Center 5201 Raymond Street Orlando FL 32803		8. ADDRESS OFFER TO
9. FOR INFORMATION CALL:	A. NAME Wayne Boger	B. TELEPHONE NO. (Include area code) (NO COLLECT CALLS) 407-646-4017

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):

1. The Department of Veterans Affairs, Orlando FL anticipates award of a Firm-Fixed Price contract for a Bid-Build (construction) project entitled "Replace Medium Voltage Transfer Switches- Lake Baldwin". This construction project requires the successful Offeror to provide all construction services, labor, materials, and equipment to disconnect and replace the Medium Voltage Transfer Switches, exterior housing, controls, control cabinet, and control wiring. The work also include making the necessary connections and programming to the existing electrical distribution system as well as the replacement of one " Multiway switch outside building 3132 a the Orlando VA Medical Center's Lake Baldwin Campus.

2. THIS IS A 100% SERVICE DISABLED VETERAN-OWNED SMALL BUSINESS (SDVOSB) SET-ASIDE. PROSPECTIVE CONTRACTORS ARE CAUTIONED THAT ANY BID OR PROPSAL SUBMITTED IN RESPONSE TO THIS SOLICITATION MUST MEET THE CRITERIA IDENTIFIED IN 38 CFR, PART 74 ANY PERSON OR PERSONS OR BUSINESS ENTITY SUSPECTED OF MISREPRESENTING ITSELF FOR THE PURPOSE OF SECURING A GOVERNMENT CONTRACT MAY BE CRIMINALLY INVESTIGATED AND PROSOCUTED FOR FRAUD AGAINST THE UNITED STATES OF AMERICA.

3. Offerors must be registered in CCR (SAM) (<https://www.sam.gov/portal/public/SAM/>) AND VISIBLE/CERTIFIED in Vet Biz (www.vetbiz.gov) at time of submission of their firm's qualifications in order to be considered. Service Disabled Owned Veteran Small Business (SDVOSB) firms submitting a proposal in response to this solicitation, are verifying that the respective firm meets the status requirements of a SDVOSB concern as established by 38 CFR Part 74 and thus certifying eligibility to receive an award per this solicitation.

4. Offerors shall meet the requirements of FAR 52.236-7 Permits and Responsibilities in obtaining necessary licenses.

5. Particulars:

- a) In accordance with VAAR 836.204, the magnitude of this construction project is between \$500,000 and \$1,000,000.
- b) Type Contract: Firm Fixed Price
- c) North American Industry Classification Code (NAICS) for this procurement is 238210 Electrical Contractors and Other Wiring Installation Contractors. The size standard is \$14.0 million.

6. Request for Information (RFI) should be submitted to the Contracting Officer via E-mail to: wayne.boger@va.gov, Subject Line: RFI-VA-248-14-R-190 | (Vendor Name) RFIs shall be numbered sequentially. Response will be posted to FBO.

7. Site Visit: A pre-proposal site visit is planned and interested vendors are encouraged to attend .

Date of Site Visit: Tuesday, April 28, 2015. Time: 1:00 PM

Location: Auditorium A, Orlando VA Medical Center 5201 Raymond St. Orlando FL 32803

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

12A. THE CONTRACTOR MUST FURNISH ANY REQUIRED PERFORMANCE AND PAYMENT BONDS? (If "YES," indicate within how many calendar days after award in Item 12B.) <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	12B. CALENDAR DAYS 10
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13. ADDITIONAL SOLICITATION REQUIREMENTS:

- A. Sealed offers in original and 3 copies to perform the work required are due at the place specified in Item 8 by 1:00 PM Local (hour) local time 05-22-2015 (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 60 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)
CODE	16. REMITTANCE ADDRESS (Include only if different than Item 14)
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 type="checkbox"/>
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26. ADMINISTERED BY Department of Veterans Affairs Network Contracting Activity 8 (NCO 8) Orlando VA Medical Center 5201 Raymond Street Orlando FL 32803	CODE 00675	27. PAYMENT WILL BE MADE BY Department of Veterans Affairs Financial Services Center P.O. Box 149971 Austin TX 78714-9971 PHONE: FAX:
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CONTRACTING OFFICER WILL COMPLETE ITEM 28 OR 29 AS APPLICABLE

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

Table of Contents

PART I - THE SCHEDULE 1

SECTION A - SOLICITATION/CONTRACT FORM 1

SF 1442 SOLICITATION, OFFER, AND AWARD (Construction, Alteration, or Repair) 1

A.1 List of Attachments 5

INFORMATION REGARDING BIDDING MATERIAL, BID GUARANTEE AND BONDS..... 6

INSTRUCTIONS, CONDITIONS AND OTHER STATEMENTS TO BIDDERS/OFFERORS..... 7

2.1 STATEMENT OF WORK 8

2.2 EVALUATION CRITERIA/PROPOSAL PREPERATION INSTRUCTIONS 13

2.3 EVALUATION FACTORS..... 16

2.4 PROPOSAL SUBMISSION INSTRUCTIONS AND CONTENT FORMAT..... 22

2.5 52.209-2 PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS—REPRESENTATION (DEC 2014)..... 24

2.6 52.216-1 TYPE OF CONTRACT (APR 1984) 24

2.7 52.222-5 CONSTRUCTION WAGE RATE REQUIREMENTS—SECONDARY SITE OF THE WORK (MAY 2014)..... 24

2.8 52.222-23 NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY FOR CONSTRUCTION (FEB 1999) 25

2.9 52.225-10 NOTICE OF BUY AMERICAN REQUIREMENT—CONSTRUCTION MATERIALS (MAY 2014)..... 26

2.10 52.228-1 BID GUARANTEE (SEP 1996) 27

2.11 52.233-2 SERVICE OF PROTEST (SEP 2006)..... 27

2.12 52.236-27 SITE VISIT (CONSTRUCTION) (FEB 1995) ALTERNATE I (FEB 1995) .28

2.13 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998) 28

2.14 VAAR 852.228-72 ASSISTING SERVICE-DISABLED VETERAN-OWNED AND VETERAN-OWNED SMALL BUSINESSES IN OBTAINING BONDS (DEC 2009) 29

2.15 VAAR 852.233-70 PROTEST CONTENT/ALTERNATIVE DISPUTE RESOLUTION (JAN 2008) 29

2.16 VAAR 852.233-71 ALTERNATE PROTEST PROCEDURE (JAN 1998)..... 29

2.17 VAAR 852.270-1 REPRESENTATIVES OF CONTRACTING OFFICERS (JAN 2008) 30

2.18 LIMITATIONS ON SUBCONTRACTING-- MONITORING AND COMPLIANCE (JUN 2011) 30

REPRESENTATIONS AND CERTIFICATIONS..... 31

3.1 52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (DEC 2014)..... 31

3.2 52.209-5 REPRESENTATION BY CORPORATIONS REGARDING AN UNPAID TAX LIABILITY OR A FELONY CONVICTION UNDER ANY FEDERAL LAW (DEVIATION)(MAR 2012) 34

3.3 52.209-7 INFORMATION REGARDING RESPONSIBILITY MATTERS (JUL 2013)..... 35

3.4 52.225-20 PROHIBITION ON CONDUCTING RESTRICTED BUSINESS OPERATIONS IN SUDAN—CERTIFICATION (AUG 2009) 36

GENERAL CONDITIONS 38

4.1	52.204-19 INCORPORATION BY REFERENCE OF REPRESENTATIONS AND CERTIFICATIONS (DEC 2014)	38
4.2	52.209-9 UPDATES OF PUBLICLY AVAILABLE INFORMATION REGARDING RESPONSIBILITY MATTERS (JUL 2013)	38
4.3	52.211-10 COMMENCEMENT, PROSECUTION, AND COMPLETION OF WORK (APR 1984) ALTERNATE I (APR 1984)	39
4.4	52.219-28 POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION (JUL 2013)	39
4.5	52.222-40 NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT (DEC 2010)	41
4.6	52.225-9 BUY AMERICAN—CONSTRUCTION MATERIALS (MAY 2014)	42
4.7	52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)	45
4.8	VAAR 852.203-70 COMMERCIAL ADVERTISING (JAN 2008)	47
4.9	VAAR 852.219-10 VA NOTICE OF TOTAL SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS SET-ASIDE (DEC 2009)	47
4.10	VAAR 852.228-70 BOND PREMIUM ADJUSTMENT (JAN 2008)	49
4.11	VAAR 852.232-72 ELECTRONIC SUBMISSION OF PAYMENT REQUESTS (NOV 2012)	49
4.12	VAAR 852.236-71 SPECIFICATIONS AND DRAWINGS FOR CONSTRUCTION (JUL 2002)	50
4.13	VAAR 852.236-72 PERFORMANCE OF WORK BY THE CONTRACTOR (JUL 2002)	51
4.14	VAAR 852.236-74 INSPECTION OF CONSTRUCTION (JUL 2002)	51
4.15	VAAR 852.236-76 CORRESPONDENCE (APR 1984)	51
4.16	VAAR 852.236-77 REFERENCE TO "STANDARDS" (JUL 2002)	52
4.17	VAAR 852.236-78 GOVERNMENT SUPERVISION (APR 1984)	52
4.18	VAAR 852.236-79 DAILY REPORT OF WORKERS AND MATERIAL (APR 1984)	52
4.19	VAAR 852.236-80 SUBCONTRACTS AND WORK COORDINATION (APR 1984)	52
4.20	VAAR 852.236-82 PAYMENTS UNDER FIXED-PRICE CONSTRUCTION CONTRACTS (WITHOUT NAS) (APR 1984)	53
4.21	VAAR 852.236-84 SCHEDULE OF WORK PROGRESS (NOV 1984) ADDITIONAL REQUIREMENTS FOR BAR CHART SCHEDULE	56
4.22	VAAR 852.236-85 SUPPLEMENTARY LABOR STANDARDS PROVISIONS (APR 1984)	57
4.23	VAAR 852.236-86 WORKER'S COMPENSATION (JAN 2008)	57
4.24	VAAR 852.236-87 ACCIDENT PREVENTION (SEP 1993)	57
4.25	VAAR 852.236-88 CONTRACT CHANGES--SUPPLEMENT (JUL 2002)	57
4.26	VAAR 852.236-89 BUY AMERICAN ACT (JAN 2008)	59
4.27	VAAR 852.236-91 SPECIAL NOTES (JUL 2002)	60
4.28	VAAR 852.246-74 SPECIAL WARRANTIES (JAN 2008)	61

A.1 List of Attachments

Attachment 1_ Release of Claims _ 1 Page.....PAGE 62

Attachment 2_ Wage Determination_FL150030_5 Pages.....PAGE 63

Attachment 3 _ List of Key Personnel_ 1 Page.....PAGE 68

Attachment 4_ Past Safety and Environmental Form_ 1 Page.....PAGE 69

Attachment 5_ Price Offer Schedule_675-15-601_1 Page.....PAGE 70

Attachment 6_ Past Performance Questionnaire _3 PagesPAGE 71

Attachment 7_Site Map and Drawing_ 675-15-601_ 1 Page.....PAGE 74

**INFORMATION REGARDING BIDDING MATERIAL, BID GUARANTEE
AND BONDS**

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

2.1 STATEMENT OF WORK

STATEMENT OF WORK

Construction

Replace Medium Voltage Transfer Switches Lake Baldwin

Project No. 675-15-601

Orlando VA Medical Center, 5201 Raymond Street Orlando, FL. 32803

October 9, 2014

Revision 1

I. DEFINITION AND ACRONYMS:

- A. Construction: as defined by the Department of Veterans Affairs (DVA) is the procurement by the Government, under one contract, with one firm for the construction services on a specific project.
- B. Contracting Officer (CO): The services to be performed under this contract are subject to the general supervision, direction, control and approval of the Contracting Officer.
- C. Project Manager (PM)/Contracting Officers Representative (COR): The Contracting Officer's representative responsible for administering contracts under the immediate direction of the Contracting Officer.
- D. Contractor: This term, as used herein, refers to the contractor under this contract.
- E. Pre-Construction Risk Assessment (PRCA): Used to identify potential risks associated with the renovation, construction and some maintenance & repair activities and to develop risk mitigation strategies to minimize these risks. Prior to beginning work this assessment will be completed.
- F. Interim Life Safety Measures (ILSM): Measures that are instituted to compensate for significant hazards posed by existing life safety (fire) code deficiencies or construction/renovation activities.

II. SCOPE OF WORK:

- A. Project Overview: This project shall disconnect, remove, and provide new Medium Voltage Automatic Transfer Switches (ATS#1-4) exterior housing, controls, control cabinet, and control wiring. It will include necessary connections/reconnections/programming to the existing electrical distribution system. In addition, the project will include the replacement of the one Multiway switch outside of Bldg. 3132 and the three Multiway switches in the switchyard outside of the Green Team.
- B. Specific Project Requirements:
 - 1. Contractor shall work plan, Activity Hazard Analysis (AHA), Accident Prevention Plan (APP), and Site Laydown plans perform the demolition, provision and installation of the items listed within the SOW and this solicitation.
 - 2. Contractor shall disconnect, remove, and dispose of the existing Medium Voltage Automatic Transfer Switches (ATS#-1-4) exterior housing, controls, control cabinet, and control wiring.
 - 3. Contractor shall disconnect, remove, and dispose of the existing multiway switches, one located outside of Building 3132, and the three Multiway Switches in the switchyard outside of the Green Team.
 - 4. Contractor shall furnish/install/ test/ and commission 'in-kind' Medium Voltage Automatic Transfer Switches. The switches and related components shall successfully interface with the existing Medium Voltage distribution system of the Lake Baldwin Campus of the Orlando VA Medical Center.
 - 5. The newly provided Medium Voltage Automatic Transfer Switches and related components shall be outdoor and weatherproof rated, equal to NEMA 4X.
 - 6. Contractor shall furnish/install/ test/ and commission 'in-kind' Multiway switches. The switches and related components shall successfully interface with the existing Medium Voltage distribution system of the Lake Baldwin Campus of the Orlando VA Medical Center.

7. The work related to the Multiway Switch outside of Bldg. 3132 may require blocking off of the adjacent parking spaces for ease of access; this work shall be coordinated with the Contracting Officer, Contracting Officer Representative, and VA Police as necessary.
 8. The Contractor/vendor shall furnish/install/test/commission multiway switches as required for a fully and functional system.
 9. The Contractor shall verify existing cable terminations on all electrical equipment to ensure that cable/conductors are adequate, sufficient in length to be re-used as it is the responsibility of the Contractor/Vendor to reuse existing cable. Existing cable shall be inspected by the vendor to determine and confirm the termination and suitability for re-use.
- C. General Requirements:
Provide all labor, materials, tools and equipment as necessary to construct the project described below and other specific tasks as further defined by this RFP. All proposals are to provide construction services for this project. The prime and subcontractor must be licensed and certified and hold a current and valid license. The contractor shall be licensed and certified Electrical Contractor and or licensed/certified General Construction Contractor with licensed and certified Electrical Subcontractor.
- D. Special Requirements:
1. Badges: Facility Management Services (FMS) will issue identification badges to contractors, employees and subcontractors which must be worn at all time when on VA property.
 2. Contractor shall provide a list of all personnel who will participate on the project. Personnel can be subjected to a background investigation prior to commencement of work. Contractor will be issued appropriate quantity of badges per provided list.
 3. Contractor shall keep the area cleaned daily and haul away all construction debris. All materials shall be tracked and logged to be reported back to the GEMS coordinator for recycling tracking purposes. When removing construction debris from facility it must be in a covered cart when entering and exiting the building.

III. SCHEDULING, PHASING, AND WORKING HOURS:

- A. All work hours MUST be coordinated with the project's COR. All work shall be performed during WHEN hours (Weekends, Holidays, Evenings and Nights) so as not to interfere with normal Hospital functions. However, some VA areas may be conducive to work being completed DURING normal business hours (7:00 am to 5:00 pm, Monday through Friday).
- B. All requests for work during normal business hours must be requested by the Contractor at least 14 calendar days in advance. Additionally, construction shall be performed (scheduled and phased) to ensure that exterior egress/ingress areas are completely operational by normal business hours the following workday.
- C. Length of Project:
 1. Project's construction phase MUST be completed in no more than 90 calendar days from issuance of a Notice to Proceed.
 2. Before the Government issues the Notice to Proceed (NTP), the Contractor shall submit a Critical Path Method (CPM) schedule for the Construction that specifies milestones and dates from award to completion. The contractor shall also provide a schedule of values to the Contracting Officer for review and approval before the Government will issue the Notice to Proceed.
- D. Utility shutdowns/Outages: All shutdowns involving temporary impairment of utilities shall be requested by the Contractor at least 14 calendar days in advance.

IV. PROJECT CLASSIFICATION:

- A. Contractor shall secure area prior to commencement of work and follow the Orlando VA Medical Center guidelines and policies for Pre-Construction Risk Assessment (PCRA) and Interim Live Safety Measures (ILSM).
- B. Risk Assessment: This project has been classified per the Construction Infection Control Risk Assessment as a Type A, Low Risk Group, Class I (ISLM Level 1) project.

V. SAFETY REQUIREMENTS:

- A. All Contractor's personal are required to have completed an OSHA-approved 10-hour construction worker course prior to working on the site. The On-site general superintendent/supervisor is required to have completed an OSHA-approved 30-hour construction course prior to working on the site.
- B. Every worker must provide the Contracting Officer a copy of current certificates identifying successful completion of the training prior to executing work for the Veterans Administration.
- C. In addition, Contractor shall provide submittals for contract construction or renovation work which include the names, qualifications, and training dates for Contractor's Competent Persons (CP), who has been designated to administer the site-specific safety program, as well as the CP for other activities as required by OSHA regulation 29 CFR 1926.32 (such as scaffolds, cranes, excavations, etc).
- D. Contractor's CP are required to implement and maintain effective safety programs that identify and control hazards that may cause injury or illness to VA patients, staff, visitors, and contractor employees. The VA CP does not take the place of Contractor's CP nor acts on their behalf.
- E. The VA CP determines if Contractor is meeting VA standards and contractual requirements for safety and OSHA compliance. When these standards and contract requirements are not being met, the VA COR and/or CP will take immediate action to prevent injury, non-compliance, and/or property damage.
- F. The Contractor shall submit an Activity Hazard Analysis, and an Accident Prevention Plan as per FAR 52.236-13 prior to commencement of site activities. The Government shall have 21 calendar days to review the AHA and APP.
- G. Contractor shall submit documentation proof of OSHA construction safety course for all personnel.

VI. GOVERNMENT FURNISHED INFORMATION:

- A. All available record drawings will be provided upon request to the Contractor. They should not however, be considered "as-built". These drawings and or files are provided without warranty or obligation as to the accuracy or information contained in the documents.
- B. All information in the documents is FOR INFORMATIONAL USE ONLY and shall be independently verified by the contractor/vendor.
- C. Any user shall agree to indemnify and hold the VA harmless from any and all claims, damages, losses, and expenses, including, but not limited to, attorney fees arising out of the use of the Computer Aided Design and Drafting (CADD) drawing files and/or other documentation.

VII. RESOURCES:

- A. All designs shall comply with applicable sections of VA standards and publications, and all references therein. Ensure that construction documents comply with the latest edition of these VA construction and design standards. VA standards can be found on the World Wide Web at <http://www.cfm.va.gov/TIL/>. VA publications and standards shall include but shall not be limited to:
 1. Office of Construction-Facilities Management Site : <http://www.cfm.va.gov/sitemap.asp>.
 2. The Technical Information Library (TIL): <http://www.cfm.va.gov/TIL/>
 3. Master Construction Specifications Index (PG-18-1)
 4. Design and Construction Procedures (PG-18-3)
 5. VA Standard Details and CAD Standards (PG-18-4)
 6. Equipment Guide List (PG-18-5)
 7. Equipment Inspection Manual (Program Guide 7610.2)
 8. Equipment Reference Manual (PG-18-6)
 9. Space Planning Criteria (PG-18-9)
 10. Design Manuals (by discipline) (PG-18-10)
 11. Design Guides (graphical, by function) (PG-18-12)
 12. Barrier Free Design Guide (PG-18-13)
 13. Room Finishes, Door and Hardware Schedules (PG-18-14)

14. Minimum Requirements for A/E Submissions (PG-18-15)
 15. Environmental Planning Guidance (PG-18-17)
 16. HVAC Design Manual for Hospitals Amendment B.
 17. Lighting Study.
 18. Design Alerts.
 19. Quality Alerts.
 20. VA Signage Design Guide.
 21. Fire Protection Design Manual – Latest Edition.
 22. Cost Estimating.
 23. Physical Security Design Manuals for VA Facilities – Mission Critical Facilities (VA Handbook 0730).
 24. Information Security Handbook VA 6500.
 25. Sustainable Design and Energy Reduction Manual (First Draft).
 26. TIL - Master Construction Specifications: <http://www.cfm.va.gov/til/spec.asp>.
 27. Department of Veterans Affairs Utilities Design Manual.
- B. Office of Construction & Facilities Management: <http://www.cfm.va.gov/index.asp>
1. VA Office of Facilities Management citations of the AIA design standards found on the World Wide Web at <http://cfm.va.gov.TIL/>.
 2. VA Office of Health and Safety (OHS): <http://www1.va.gov/vasafety/>
 3. Construction Infection Control Risk Assessment Memorandum.
- C. Other design and construction standards and publications that shall be applied to this work includes, but are not limited to
1. American Society of Heating, Refrigerating and Air-Conditioning Engineers Manual (ASHRAE).
 2. National Fire Protection Association (NFPA) Codes & Standards - www.nfpa.org.
 3. OSHA Rules and Regulations.
 4. International Building Code (ICC) latest edition.
 5. Life Safety Code (NFPA 101) latest edition.
 6. The Joint Commission (TJC) Accreditation manual (latest edition).
- D. Applicable sections of the VA Master Construction Specifications will be prepared by the Architect/Engineer, including all the necessary adaptations.
- E. Particular attention is called to CD4, Symbol Identification of Contract Drawings.
- F. Equipment symbols shall be in accordance with PG-18-6, Equipment Reference Manual (previously List of Equipment Symbols, H-08-6).
- G. Standard Drawing Details, in accordance with PG-18-4, shall be utilized to the greatest extent practicable.
- H. Cost estimates shall be developed in strict conformance with VA's Manual for Preparation of Cost Estimates & Related Documents for VA Facilities (March 8, 2011). <http://www.cfm.va.gov/til/dManual/dmCost.pdf>
- I. Guidelines for Design and Construction of Health Care Facilities, Latest Edition, published by The Facilities Guidelines Institute (FGI). <http://www.fgiguideines.org/>
- J. Physical Security Standard, compliance with Medical Center Policy 138-3 and VHA Handbook 0730/2 dated May 27, 2010 "Space Key Control".
- K. Department of Veteran Affairs Personnel:
1. Engineering Facilities Management (FMS), Primary COR Name: Hector Vargas, COR Email: Hector.Vargas@va.gov
 2. Secondary COR Name: Daniel Riquer, COR Email: Daniel.Riquer@va.gov
 3. Contracting Officer – Wayne L. Boger, Contracting Officer Email: Wayne.Boger@va.gov.

VIII. SUBMITTALS

- A. Contractor shall submit documentation proof of OSHA construction safety course.
- B. General Contractor License/Specialty License and Insurance.
- C. Submittals as per Construction Documents and Specifications.

- D. Accident Prevention Plan, Activity Hazard Analysis, Contractor Quality Control Management Plan
- E. Warranties
- F. O&M's
- G. Shop Drawings
- H. Test Reports/Commissioning
- I. Overall CADD format site Plan indicating the new locations of the equipment installed under this contract.

IX. QUALITY ASSURANCE/QUALITY CONTROL:

- A. The Construction Contractor shall develop and execute a QA/QC plan that demonstrates the project plans and specifications have gone through a rigorous, thorough review and coordination effort.
- B. Within 2 weeks of receipt of Notice to Proceed, the Construction Contractor will submit a detailed QA/QC plan describing each QA/QC task that will be taken during the construction phase and the name of the Contractor's team member responsible for QA/QC.
- C. Upon its completion each task shall be initialed and dated by the responsible Contractor's team member.

2.2 EVALUATION CRITERIA/PROPOSAL PREPERATION INSTRUCTIONS

Project 675-15-601 Replace Medium Voltage Transfer Switches Lake Baldwin

I. PROPOSAL EVALUATION CRITERIA AND PREPERAITON INSTRUCTIONS

A. General Information:

1. This section describes the precise mechanism for evaluating and selecting offers for a bid build construction project. The evaluation is subjective based on the information provided in response to the solicitation.
2. This proposal evaluation will represent an assessment of the Offeror's proposals and the Offeror's ability to perform the prospective contract successfully. Proposals will be evaluated on the factors and sub factors specified in the solicitation
3. The Offeror's failure to include information that the Government has indicated should be included, may result in the proposal being downgraded and/or being found deficient if inadequate detail is provided. The Government is under no obligation to search for information that is not in the specified location.
4. The agency intends to select the source or sources whose proposal represents the "Best Value" to the Government. Proposals will be evaluated and the successful Offeror selected by using the tradeoff process. This process permits tradeoffs among cost or price and non-cost factors and allows the Government to accept other than the lowest priced proposal or other than the highest technically rated Offeror. Therefore, all Offerors are advised that their best terms and conditions should be presented in their initial proposals and Offerors should not assume that they will have an opportunity to participate in discussions or be asked to submit a revised offer.
5. Award of a conforming proposal may be made without discussions, except for minor clarifications, if determined to be within the best interests of the Government.
6. The Government will award a contract only to an Offeror whose technical proposal establishes that it can meet the needs of the Government. **The Government considers all evaluation factors other than cost or price when combined are significantly more important than cost or price.** However, the proposed price or cost must be considered reasonable and must reflect the proposed technical approach. The Government will evaluate proposals first from a technical standpoint without regard to proposed prices. **The Government may award a contract to other than the lowest priced Offeror.** If two or more offers are considered technically equivalent, price or cost may become of primary importance in determining the proposal most advantageous to the Government.
7. Based on the ratings of each proposal against all evaluation criteria, the contracting officer may establish a competitive range comprised of all of the most highly rated proposals. For the purposes of efficiency, the range will be not more than five (5) of the most highly qualified proposals based on the rating against all evaluation criteria.
8. Past Performance is one indicator of an Offeror's ability to perform the contract successfully. The currency and relevance of the information, source of the information, context of the data, and general trends in contractor's performance shall be considered. This comparative assessment of the Offerors past performance will be accomplished by evaluating information contained in Past Performance Surveys submitted by clients of the Offeror. Information from Government Past Performance Information Retrieval Systems may also be used in this assessment of the Offeror's past performance. The evaluation will take into account past performance information regarding predecessor companies, key personnel who have relevant experience or subcontractors that will perform major or critical aspects of the requirement when such information is relevant to the instant acquisition.

B. Adjectival Ratings: The following adjectival ratings and rating definitions will be used to assign overall ratings to the proposal and to assign a rating for each technical factor.

Adjectival Ratings/Definitions For Overall Technical Rating and Each Factor/Subfactor	
Rating	Definitions
(Very Good)	<p>EXCEEDS STANDARDS; Proposal/factor demonstrates clear understanding of requirements. Technical considerations and capabilities EXCEED PERFORMANCE AND CAPABILITY STANDARDS. Proposal/factor offers one or more SIGNIFICANT strengths. The proposal/factor represents a strong probability of success with overall low degree of risk in meeting the Government's requirements. This factors rating represents ADVANTAGES and SIGNIFICANT STRENGTHS that leads to appreciable increase in probability of successful performance of the contract.</p> <p>Risk level: Low</p>
(Good)	<p>MEETS STANDARDS: Proposal/factor demonstrates ACCEPTABLE understanding of requirements. Technical considerations and capabilities MEET PERFORMANCE AND CAPABILITY STANDARDS. The proposal/factor represents a REASONABLE probability of success with overall moderate degree of risk in meeting the Government's requirements.</p> <p>Risk Level: Moderate</p>
(Marginal)	<p>LIMITED MEEETING OF STANDANDS: Proposal/factor demonstrates a limited understanding/addressing of requirements. Technical considerations and capabilities are questionable as to whether or not they meet performance and capability standards necessary for acceptable contract performance. The proposal/factor represents a LOW PROBIIITY OF SUCCESS with overall high degree of risk in meeting the Government's requirements. (Some Weakness)</p> <p>Risk Level: High</p>
(Poor)	<p>FAILED TO MEET STANDARD OR LACK OF UNDERSTANDING: Proposal/factor demonstrates a lack of understanding of requirements. Technical considerations and capabilities DO NOT MEET PERFORMANCE AND CAPABILITY STANDARDS for acceptable contract performance. Proposal/factor contains major errors, omissions, significant weaknesses and/or deficiencies. The proposal/factor represents a very low probability of success with an extremely high degree of risk in meeting the Government's requirements. Proposal/factor could only be made satisfactory with major revisions of proposal. (Significant Weakness)</p> <p>Risk Level: Very High</p>

C. Proposal Binding Marking, Media, Page Size, Margins, Fonts, and Page Limitations. etc.

1. Table of Contents page shall include a paragraph column that list the page and paragraph location of the item.
2. Submit only the hard-copy paper documents **and** electronic files specifically authorized elsewhere in this section. Do not include links to information on websites in lieu of incorporating the information physically into the proposal. Except where another size is specifically authorized for a specific submission, use only 8 1/2" x 11" paper.
3. Use at least 1 inch margins, which may include headers and footers. Do not justify the right margin. Ensure that all text and graphics are clearly legible. Do not use a font size smaller than 10, unusual font styles such as script, or condensed fonts. For submissions with page limitations, the pages will be counted as follows: One side of the paper is one page; information on both the back and front of one sheet of paper will be counted as two pages. Where authorized, a foldout sheet will count as one page. Pages furnished for organizational purposes only, such as a "Table of Contents" or divider tabs, are excluded from page limitations.
4. The preferred method for assembling proposals is a method that enables the rapid insertion or deletion of pages such as three ring binders. Ensure recommended capacity is not exceeded and that pages turn freely. **Do not use spring clamps, spiral binding systems, or heat binding systems.**
5. Please include the solicitation number, the project title, the location of the project, the full name of your company and your telephone and FAX numbers in your correspondence. Written inquiries should be received by this office **not later than 10 calendar** days prior to the date set for receipt of offers.
6. Oral explanations or instructions (inclusive of site visits) are not binding. Changes to the solicitation can only be made by an amendment to the solicitation. All technical questions on the specifications or drawings must be submitted in writing to the Contracting Officer. For information related to amendments, the dates for receipt of proposals will be posted to the FBO.
7. Each Offeror must submit a technical and price proposals in separate volumes. The technical proposal shall include all required information relating to the "non-price" evaluation factors, which may include both technical and management evaluation criteria. The two volumes must be submitted as separate, physically distinct volumes. Note: to facilitate the location of information, the table of contents shall contain a page and paragraph reference for each evaluation factor.
8. Proposals must be received at the location specified not later than the date and time specified in Block 13 of Standard Form 1442, or as amended.
9. The information in the two volumes is evaluated separately and independently. Therefore, all information intended by the Offeror to be evaluated as part of the price proposal must be submitted as part of the price proposal. All information intended by the Offeror to be evaluated as part of the technical proposal must be submitted as part of the technical proposal. Do not merely cross-reference similar material between the technical and price proposals. Information in the price proposal will not be considered in the technical evaluation, and vice versa.
10. Mark each volume as either the "Price Proposal" or the "Technical Proposal". Additionally, mark the outside front cover of each volume with the project title and location, solicitation number, name and address of the Offeror, and volume copy number.
11. Although the Government may use information contained anywhere within the technical proposal in its evaluation of any technical evaluation criteria, **the Government is not obligated to search for or to consider information that is not located in the specified location.** Failure to provide the information requested may result in disqualification
12. The price proposal **shall include** a Basis of Estimate narrative or how the cost element value was derived.

2.3 EVALUATION FACTORS

I. Non Cost Evaluation Factors (Note: Proposals that reflect projects similar in scope and magnitude and details specific to project 675-15-601 will be rated more favorably. Generic information and repetition of the statement of work will be rated less favorable. Evaluation Factors 3-9 are listed in their relative order of importance.

- A. **Evaluation Factor 1: Ability to follow solicitation instruction:** The team will assess the offerors ability to follow solicitation instructions, proposal organization, and completeness.
- B. **Evaluation Factor 2: Licensees:** Contractors are responsible for obtaining any necessary license and permits, and for complying with any Federal, State, and municipal laws, codes and regulations applicable to the performance of the work. The contract be performed by licensed Contractor (s).
1. If the Prime Contractor is a General Construction Contractor, the General Construction Contractor shall submit a valid General Construction Contractor’s License and a valid Specialty Contractors License (Electrical Contractor).
 2. If the Prime Contractor is a Specialty Contractor, The Specialty Contractors shall be a Licensed Electrical Specialty Contractor License.
- C. **Evaluation Factor 3: Technical Approach** - Narrative (10 pages max). (Drawings are not included in page count.)
3. In a narrative format, diagrams and or drawing, describe in detail how the offeror intends to meet or exceed all performance areas stated in the solicitation/statement of work entitled “Replace Medium Voltage Safety Switches, Lake Baldwin”. The technical approach SHALL at a minimum address EACH *Scope of Work, Specific Project Requirements 1-9.*
 4. Describe the techniques and methods to ensure energy efficiency and other relevant project concerns specific to this project.
 5. Identify the manufacturers of required equipment, which satisfy the Buy-American Act and relate to this project.
 6. Submit a preliminary (CPM) Critical Path Method schedule for the construction satisfying all the requirements of this project. The schedule should show the critical paths of construction from beginning to end (equipment lead time, mobilization, demolition, installation, finalization etc). *Statement of Work, Paragraph B Scope of Work, and Specific Project Requirements 1-9 shall be addressed.*
 7. Describe any technical difficulties that may be encountered in a project of this type. Provide a narrative of preventative measures or solutions to overcome these issues.
 8. Technical approach to performing *Scope of Work, Specific Project Requirements 1-9.*
 9. Describe prime and or subcontracts capability/qualifications on performing the *Statement of Work, Paragraph B. Scope of Work, Specific Project Requirements 1-9..*
- D. **Evaluation Factor 4: Technical Qualifications** (10 pages max).
1. Briefly describe specialized experience and technical competence specifically related to this type of project. Proposals that reflect technical qualifications involving construction of health care facilities that meet or exceed this project scope and magnitude will be rated more favorably.
 2. Briefly describe ability to obtain the necessary resources to perform this project.

3. Provide Offeror's total bonding capacity, current available bonding capacity and expected available capacity in 2013 and 2014
4. Provide Offeror's current workload and availability of staff to adequately manage the project. Include project schedules for current and pending projects, as well as the anticipated impact of this project on those schedules and staffing plans.
5. Disclose any and all negative licensing information and any pending litigation involving any of the proposed firms that will be either Prime or Sub contractors on this project.

E. Evaluation Factor 5: Management Approach and Key Personnel (10 Pages Maximum).

1. Submit an Organizational Chart and narrative specific to this project, 675-15-601.
2. Clearly describe the prime contractors management approach, roles and responsibility of the firm (or firms if a J/V, also describe the nature of the association), and the management approach of subcontractors.
3. Identify key personnel to be assigned to the project, to include principal managers, and technical personnel, construction project manager, onsite supervisor, with overall site responsibility, superintendent of the contractor's own forces, manager of subcontracts, quality control manager and the project scheduler who will be directly responsible for the day-to-day and construction activities. If reassignment of personnel is considered possible, provide the names and resumes of the alternative professionals in each assignment. Provide a list all consultants and all proposed major subcontractors, including telephone number, address, and name of contact.
4. Onsite Construction Management Team: Describe the onsite construction management team/organization.
5. Describe the plan for managing acquisition, execution, and administration of this project.
6. Quality Control Team: Describe the quality control team organization. Provide the specific description of the tasks and functions of the quality control personnel. Identify where each position will be physically located (e.g., field office, home office, etc.). Clearly identify each member's employer.
7. Describe the Project team Quality Assurance program and safety record.
8. Describe Management's approach to effectively coordinate with the A/E Firm during all phase of the project.

F. Evaluation Factor 6: Experience – (10 pages max)

1. Provide a narrative and resumes that reflect experience and background for projects that meet or exceed similar size and scope and magnitude. The narrative and resumes will provide the primary basis for the Government's evaluation of qualifications and experience. Projects participated in by the Prime construction contractor will be weighted more heavily than projects participated in by consultants, sub-contractors and individuals.
2. Relevant and Experience of the Prime contractors/Subcontractors and team members: Relevant performance means construction projects performed in Data Center, hospital or industrial environment site similar in size and scope to project 675-15-601. At a minimum projects experience shall be reflection of a type of work similar in size and scope and price range. Examples may exceed the scope and range.
3. Recent is defined as similar projects **performed and completed** within the last three (3) years through the solicitation release date. Submit a minimum of 3 references and no more than five (5). The past performance questionnaire/survey may be used to obtain information of project s submitted. Project must be identified by a contract number.
4. Generally, projects of similar scope and magnitude that reflect successful collaboration and performance by the Prime and Subcontractors as a team on past projects will receive favorable consideration.

5. The Government will evaluate the demonstrated recent and relevant experience of the Construction Contractor's with projects that meet or exceed projects similar in scope, project type, physical size, and complexity that have a logical connection with the requirements of this acquisition. The examples of projects that most closely resemble the project identified in this solicitation will receive higher consideration.
6. Team Experience: Identify any construction projects that the prime contractor and key subcontractors have previously contractually teamed together to accomplish the project.
7. The Government realizes that the offeror may not be able to demonstrate relevant experience with all the construction features of the current project on one example project; therefore, the Government will assess the team's experience based on the cumulative experience gained on relevant example projects. Projects submitted as examples shall be completed as of proposal due date.
8. Provide examples of collaboration with manufacturers/suppliers of Medium Voltage Transfer Automatic Transfer Switch's, exterior housings, control cabinets and control wiring in the last 3 years that prime constructor or key trade subcontractors have been involved, if any.
9. Note: The offeror must submit this information for past performance evaluation or affirmatively state that it possesses no relevant past performance.
10. Offeror shall describe in detail, the experience in facility construction as a percent of overall contract value.
11. For the projects submitted, indicate which, if any, included work cited in **the Statement of Work, Scope of Work, paragraph II. B. "Specific Project Requirements 1-9 at hospital facility, historic building, phased construction, for the VA, or for another Federal agency.** (Prior experience with work at the VA, and/or for another Federal agency is beneficial.)
12. The proposal that reflect **the Statement of Work Scope of Work, paragraph II. B. "Specific Project Requirements 1-9 at hospital facility, historic building, phased construction, for the VA, or for another Federal agency** are considered favorable.
13. The Prime Construction Contractors/Specialty contractors that have demonstrated experience with work cited in **Statement of Work, Scope of Work, paragraph II. B. "Specific Project Requirements 1-9 at hospital facility, historic building, phased construction, for the VA, or for another Federal agency** will be rated more favorable.

G. Evaluation Factor 7: Past Performance.

1. Past Performance will be evaluated using a comparative assessment of the Past Performance information contained on questionnaire submitted by the Offeror's clients from past projects.
2. The evaluation will take into account past performance information regarding predecessor companies, key personnel who have relevant experience or subcontractors that will perform major or critical aspects of the requirement when such information is relevant to the instant acquisition.
3. A minimum of three (3) and a maximum of five (5) past performances evaluations shall be submitted by clients of projects performed by the Prime and or Subcontractors.
4. The projects shall be recent, relevant, meet or exceed the proposed magnitude and scope of the proposed project 675-15-601.
5. In the case of an Offeror without a record of relevant past performance or for whom information on past performance is not available, the Offeror may not be evaluated favorably or unfavorably on past performance

6. Note: The Evaluation Team may also use information obtained from Past Performance Information Retrieval System PPIRS <http://www.ppirs.gov/> as a basis for evaluating this factor.
7. Note: Projects that meet or exceed scope and magnitude will be rated more favorably.

H. Evaluation Factor 8: Quality Control Plan- (10 pages max)

1. Develop a plan specific to this project. Generic/General plans will receive less consideration. The plan shall reflect monitoring of work to ensure a high level of construction quality.
2. Address each element of Statement of Work paragraph, IX Contractor Quality Management.
3. Develop a brief plan of monitoring to ensure a high level of construction quality that is applicable to the Specific and General requirements of the Statement of Work.
4. Develop a plan that provides specific policy for
5. Establishing schedules for the performance of quality control tasks.
6. Reporting quality control findings to the Contracting Officer.
7. Procedure whereby the Contracting Officer may resolve disputes that have not received satisfactory responses from the first levels of quality control personnel.
8. Address procedures for material storage and protection.
9. Address quality control procedures the contractor will employ that will determine the highest levels of quality in submittals, prior to Government receipt.
10. Develop Procedures involving key subcontractors in the quality of the construction processes.
11. Describe procedures for integrating the contractor's quality control program with Government's quality assurance program.
12. Describe the precautions the contractor will take to to avoid damages to facility buildings (include pre-existing conditions!) and surrounding properties and the remediation that will take place if damage is done.
13. Describe procedures for prohibiting smoking in or adjacent to construction areas. (Provide your company's written policy).
14. Describe procedures for developing and enforcing storage, housekeeping, and debris removal practices that reduce the buildings flammable and combustible fire load to the lowest feasible level. (Work plan/documented).
15. Describe procedure for implementing (1) Pre-Construction Risk Assessment, (2) Interim Life Safety Measures (ILSM).

I. Evaluation Factor 9: Warranty Support (Max 1 page): Describe the organization, process and procedures to be established, implemented and carried out for warranty support.

J. Regulation Factor: Safety/ Environmental Violations and Experience Modification Record

1. All Bidders/Offerors shall submit the following information pertaining to their past Safety Environmental record. The information shall contain, at a minimum, a certification that bidder/Offeror has no more than three (3) serious, or one (1) repeat or one (1) willful OSHA any EPA violation(s) in the past three years.
2. All Bidders/Offerors shall submit information regarding their current Experience Modification Rate (EMR) equal to or less than 1.0. This information shall be obtained from the Bidder /Offeror's insurance company and be furnished on the insurance carrier's letterhead. Self-insured contractors or other contractors that cannot provide their EMR rating on insurance letterhead must obtain a rating from the National Council on

Compensation Insurance, (NCCI) by completing/submitting form ERM-6 and providing the rating on letterhead from

II. Cost Factor: PRICE PROPOSAL

- A. The Offeror shall distribute indirect costs (overhead, profit, bond, etc.) over all the items in the Pricing Schedule. The Government will review all submitted Pricing Schedules for any unbalancing of the items. Any submitted Pricing Schedule determined to be unbalanced may cause the proposal to be determined “unacceptable”.
- B. The price proposal will be evaluated to determine whether the proposed cost elements and total price are realistic for the work to be performed; reflect a clear understanding of the requirements; and are consistent with the unique methods of performance, construction, labor materials and equipment described in the Offeror's technical proposal.
- C. Basis of Evaluation; The Government will evaluate price based on the total price. Total price consists of the basic requirement and may include alternate bid items such as, deductive, or options. Individual cost items may be evaluated.
- D. Price Analysis will be performed by one or more of the following techniques to ensure a fair and reasonable price:
 - 1. Comparison of proposed prices received in response to the RFP.
 - 2. Comparison of proposed prices with the IGE.
 - 3. Comparison of proposed prices with available historical information.
 - 4. Comparison of market survey results.
- E. Unbalanced Pricing: Prices that are significantly over or understated as indicated by price analysis techniques may increase performance risk or result in unreasonably high price. Unreasonable offers will be rejected if the unbalanced pricing poses an unacceptable risk to the Government.
- F. The price proposal shall include a Basis of Estimate narrative or how the cost element value was derived.

2.4 PROPOSAL SUBMISSION INSTRUCTIONS AND CONTENT FORMAT

I PROPOSAL SUBMISSION INFORMATION:

A. Task Order Proposal Submittal Requirement –

1. Document Requirement
 - a) Technical Proposal:
 - 1) One (1) Original encased in a three ring binder
 - 2) Three (3) copies of the original encased in three ring binder
 - 3) One (1) electronic copy CD (Compact –Disc)
 - b) Price Proposal:
 - 1) One (1) Original hard copy encased in three ring binder
 - 2) One (1) electronic copy CD (Compact –Disc)
2. **Mail Delivery**

Orlando VA Medical Center
ATTN: Contracting Officer
Lakemont Campus, Room 101
5201 Raymond St
Orlando FL 32803-8208
3. **Hand Delivered:**

Orlando VA Medical Center
ATTN: Contracting Officer
Lakemont Campus, Room 101
5201 Raymond St
Orlando FL 32803-8208
4. Offerors shall prepare Technical Proposals with the Selection Criteria and Evaluation Factors in mind, in terms of both content and organization. To facilitate evaluation, Electronic copies of proposals will only be accepted in MS Word or PDF format on a CD. *MS Excel is acceptable for pricing information.* **NO EMAILED OR FAXED PROPOSALS WILL BE ACCEPTED.**

II. PROPOSAL CONTENT FORMAT

NOTE:

1. Offeror shall insert page number at the bottom right corner of each page.
2. Each tab listed in the table of contents shall list the page/paragraph number associated with each tab in the table of contents tab. For example “ **TABA-LicenseProposal Page X**”

A. Volume I. Technical Proposal Format:

1. **Cover Page** containing the following:
 - a) Solicitation Number, Project Title, Project Number
 - b) Company Particulars to include DUNNS Number, Cage Code, Tax ID number, Principle points of contact, address, phone numbers, etc.
2. A Table of Contents Tab
3. **TAB A**– License:
4. **TAB B** - Technical Approach - Narrative 10 pages Max

5. **TAB C** - Technical Qualifications – 10 pages Max
6. **TAB D** - Management Approach and Key Personnel - 10 page Max
7. **TAB E** - Experience – 10 pages Max

8. **TAB F** - Past Performance Questionnaires
9. **TAB G** - Quality Control Plan - 10 pages Max
10. **TAB H** - Warranty Support - 1 page Max

11. **TAB I** – Safety/Environmental Violations & Experience Modification Rate – Form (*See Solicitation List of Attachments for template location*)
12. **TAB J** - List of Key Personnel (*See Solicitation List of Attachments for example template location*)

B. Price Proposal Format

1. **Cover Page** (Containing the following General Information):
 - a) Solicitation Number, Project Title, Project Number
 - b) Company Particulars to include DUNNS Number, Cage Code, Tax ID number, Principle points of contact, address, phone numbers, etc.
2. **A Table of Contents Tab.**
3. **TAB A:** Signed offer. (SF 1442), signed and dated by the by the 51% SDVOSB owner, acknowledgement of Amendments.
 - a) Proposal Price Offer Schedule (*See Solicitation attachment for example*)
4. **TAB B:** Bid/Offer Guarantee Bond
5. **TAB C:** Cost Element Price **Summary Example:**
 - a) Basis of Estimate **Narrative**
 - b) Summary (*See Solicitation attachment for example*)
 - 1) Labor
 - 2) Materials
 - 3) Equipment
 - 4) Subcontractor Cost
 - 5) Travel
 - 6) Other Direct Costs,
 - 7) Overhead expenses,
 - 8) Indirect Cost,
 - 9) General & Administrative (G&A) expenses,
 - 10) Profit
 - 11) Total Price
6. **TAB D:** **Detailed Breakdown** of Each Cost Element

2.5 52.209-2 PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS—REPRESENTATION (DEC 2014)

(a) *Definitions.* *Inverted domestic corporation* and *subsidiary* have the meaning given in the clause of this contract entitled Prohibition on Contracting with Inverted Domestic Corporations (52.209-10).

(b) Government agencies are not permitted to use appropriated (or otherwise made available) funds for contracts with either an inverted domestic corporation, or a subsidiary of an inverted domestic corporation, unless the exception at 9.108-2(b) applies or the requirement is waived in accordance with the procedures at 9.108-4.

(c) *Representation.* By submission of its offer, the offeror represents that—

- (1) It is not an inverted domestic corporation; and
- (2) It is not a subsidiary of an inverted domestic corporation.

(End of Provision)

2.6 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)

2.7 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)

2.8 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
15.5 %	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 Orange County Florida

(End of Provision)

2.9 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)

2.10 52.228-1 BID GUARANTEE (SEP 1996)

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

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

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

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

(c) The amount of the bid guarantee shall be 20 percent of the bid price or \$3,000,000.00, 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)

2.11 52.233-2 SERVICE OF PROTEST (SEP 2006)

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

Contracting Officer

Project 675-15-601
Hand-Carried Address:

Department of Veterans Affairs

Orlando VA Medical Center
5201 Raymond Street

Orlando FL 32803
Mailing Address:

Department of Veterans Affairs

Orlando VA Medical Center
5201 Raymond Street

Orlando FL 32803

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

(End of Provision)

2.12 52.236-27 SITE VISIT (CONSTRUCTION) (FEB 1995) ALTERNATE I (FEB 1995)

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

(b) An organized site visit has been scheduled for—

05/28/2015 1:00 PM Local

(c) Participants will meet at—

Orlando VAMC, Auditorium A, 5201 Raymond St. Orlando FL

(End of Provision)

2.13 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

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

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

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

(End of Provision)

<u>FAR Number</u>	<u>Title</u>	<u>Date</u>
52.204-16	COMMERCIAL AND GOVERNMENT ENTITY CODE REPORTING	NOV 2014
52.215-1	INSTRUCTIONS TO OFFERORS—COMPETITIVE ACQUISITION	JAN 2004
52.232-38	SUBMISSION OF ELECTRONIC FUNDS TRANSFER INFORMATION WITH OFFER	JUL 2013
52.236-28	PREPARATION OF PROPOSALS—CONSTRUCTION	OCT 1997

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

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

(End of Clause)

2.15 VAAR 852.233-70 PROTEST CONTENT/ALTERNATIVE DISPUTE RESOLUTION (JAN 2008)

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

- (1) Include the name, address, fax number, and telephone number of the protester;
- (2) Identify the solicitation and/or contract number;
- (3) Include an original signed by the protester or the protester's representative and at least one copy;
- (4) Set forth a detailed statement of the legal and factual grounds of the protest, including a description of resulting prejudice to the protester, and provide copies of relevant documents;
- (5) Specifically request a ruling of the individual upon whom the protest is served;
- (6) State the form of relief requested; and
- (7) Provide all information establishing the timeliness of the protest.

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

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

(End of Provision)

2.16 VAAR 852.233-71 ALTERNATE PROTEST PROCEDURE (JAN 1998)

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

(End of Provision)

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

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

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

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

2.17 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)

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

This solicitation includes VAAR 852.219-10 VA Notice of Total Service- Disabled Veteran-Owned Small Business Set-Aside. Accordingly, any contract resulting from this solicitation will include this clause. The contractor is advised in performing contract administration functions, the CO may use the services of a support contractor(s) retained by VA to assist in assessing the contractor's compliance with the limitations on subcontracting or percentage of work performance requirements specified in the clause. To that end, the support contractor(s) may require access to contractor's offices where the contractor's business records or other proprietary data are retained and to review such business records regarding the contractor's compliance with this requirement. All support contractors conducting this review on behalf of VA will be required to sign an "Information Protection and Non-Disclosure and Disclosure of Conflicts of Interest Agreement" to ensure the contractor's business records or other proprietary data reviewed or obtained in the course of assisting the CO in assessing the contractor for compliance are protected to ensure information or data is not improperly disclosed or other impropriety occurs. Furthermore, if VA determines any services the support contractor(s) will perform in assessing compliance are advisory and assistance services as defined in FAR 2.101, Definitions, the support contractor(s) must also enter into an agreement with the contractor to protect proprietary information as required by FAR 9.505-4, obtaining access to proprietary information, paragraph (b). The contractor is required to cooperate fully and make available any records as may be required to enable the CO to assess the contractor's compliance with the limitations on subcontracting or percentage of work performance requirement.

(End of Clause)

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 238210.

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

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

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

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

(i) Paragraph (d) applies.

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

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

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

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

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

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

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

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

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

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

(B) Exceed the simplified acquisition threshold; and

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

(v) 52.209-2, Prohibition on Contracting with Inverted Domestic Corporations—Representation.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(i) 52.204-17, 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 REPRESENTATION BY CORPORATIONS REGARDING AN UNPAID TAX LIABILITY OR A FELONY CONVICTION UNDER ANY FEDERAL LAW (DEVIATION)(MAR 2012)

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

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

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

(b) The Offeror represents that—

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

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

(End of Provision)

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

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

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

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

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

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

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

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

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

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

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

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

(End of Provision)

3.4 52.225-20 PROHIBITION ON CONDUCTING RESTRICTED BUSINESS OPERATIONS IN SUDAN—CERTIFICATION (AUG 2009)

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

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

"Marginalized populations of Sudan" means—

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

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

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

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

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

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

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

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

(6) Have been voluntarily suspended.

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

(End of Provision)

FAR
Number
52.225-25

Title
PROHIBITION ON CONTRACTING WITH ENTITIES
ENGAGING IN CERTAIN ACTIVITIES OR TRANSACTIONS
RELATING TO IRAN—REPRESENTATION AND
CERTIFICATIONS

Date
DEC 2012

GENERAL CONDITIONS

4.1 52.204-19 INCORPORATION BY REFERENCE OF REPRESENTATIONS AND CERTIFICATIONS (DEC 2014)

The Contractor's representations and certifications, including those completed electronically via the System for Award Management (SAM), are incorporated by reference into the contract.

(End of Clause)

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

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

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

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

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

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

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

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

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

(2) The Contractor will also have an opportunity to post comments regarding information that has been posted by the Government. The comments will be retained as long as the associated information is

retained, i.e., for a total period of 6 years. Contractor comments will remain a part of the record unless the Contractor revises them.

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

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

(End of Clause)

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

The Contractor shall be required to (a) commence work under this contract within 10 calendar days after the date the Contractor receives the notice to proceed, (b) prosecute the work diligently, and (c) complete the entire work ready for use not later than 90 days after receipt of award. The time stated for completion shall include final cleanup of the premises.

The completion date is based on the assumption that the successful offeror will receive the notice to proceed by TBD. The completion date will be extended by the number of calendar days after the above date that the Contractor receives the notice to proceed, except to the extent that the delay in issuance of the notice to proceed results from the failure of the Contractor to execute the contract and give the required performance and payment bonds within the time specified in the offer.

(End of Clause)

4.4 52.219-28 POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION (JUL 2013)

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

Long-term contract means a contract of more than five years in duration, including options. However, the term does not include contracts that exceed five years in duration because the period of performance has been extended for a cumulative period not to exceed six months under the clause at 52.217-8, Option to Extend Services, or other appropriate authority.

Small business concern means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR part 121 and the size standard in paragraph (c) of this clause. Such a concern is "not dominant in its field of operation" when it does not exercise a controlling or major influence on a national basis in a kind of business activity in which a number of business concerns are primarily engaged. In determining whether dominance exists, consideration shall be given to all appropriate factors, including volume of business, number of employees, financial resources, competitive status or position, ownership or control of materials, processes, patents, license agreements, facilities, sales territory, and nature of business activity.

(b) If the Contractor represented that it was a small business concern prior to award of this contract, the Contractor shall rerepresent its size status according to paragraph (e) of this clause or, if applicable, paragraph (g) of this clause, upon the occurrence of any of the following:

(1) Within 30 days after execution of a novation agreement or within 30 days after modification of the contract to include this clause, if the novation agreement was executed prior to inclusion of this clause in the contract.

(2) Within 30 days after a merger or acquisition that does not require a novation or within 30 days after modification of the contract to include this clause, if the merger or acquisition occurred prior to inclusion of this clause in the contract.

(3) For long-term contracts—

(i) Within 60 to 120 days prior to the end of the fifth year of the contract; and

(ii) Within 60 to 120 days prior to the date specified in the contract for exercising any option thereafter.

(c) The Contractor shall rerepresent its size status in accordance with the size standard in effect at the time of this rerepresentation that corresponds to the North American Industry Classification System (NAICS) code assigned to this contract. The small business size standard corresponding to this NAICS code can be found at <http://www.sba.gov/content/table-small-business-size-standards>.

(d) The small business size standard for a Contractor providing a product which it does not manufacture itself, for a contract other than a construction or service contract, is 500 employees.

(e) Except as provided in paragraph (g) of this clause, the Contractor shall make the representation required by paragraph (b) of this clause by validating or updating all its representations in the Representations and Certifications section of the System for Award Management (SAM) and its other data in SAM, as necessary, to ensure that they reflect the Contractor's current status. The Contractor shall notify the contracting office in writing within the timeframes specified in paragraph (b) of this clause that the data have been validated or updated, and provide the date of the validation or update.

(f) If the Contractor represented that it was other than a small business concern prior to award of this contract, the Contractor may, but is not required to, take the actions required by paragraphs (e) or (g) of this clause.

(g) If the Contractor does not have representations and certifications in SAM, or does not have a representation in SAM for the NAICS code applicable to this contract, the Contractor is required to complete the following rerepresentation and submit it to the contracting office, along with the contract number and the date on which the rerepresentation was completed:

The Contractor represents that it [] is, [] is not a small business concern under NAICS Code 238210 assigned to contract number TBD.

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

(End of Clause)

4.5 52.222-40 NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT (DEC 2010)

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

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

(2) If the Contractor customarily posts notices to employees electronically, then the Contractor shall also post the required notice electronically by displaying prominently, on any Web site that is maintained by the Contractor and is customarily used for notices to employees about terms and conditions of employment, a link to the Department of Labor's Web site that contains the full text of the poster. The link to the Department's Web site, as referenced in (b)(3) of this section, must read, "Important Notice about Employee Rights to Organize and Bargain Collectively with Their Employers."

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

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

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

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

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

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

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

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

(f) Subcontracts.

(1) The Contractor shall include the substance of this clause, including this paragraph (f), in every subcontract that exceeds \$10,000 and will be performed wholly or partially in the United States, unless

exempted by the rules, regulations, or orders of the Secretary of Labor issued pursuant to section 3 of Executive Order 13496 of January 30, 2009, so that such provisions will be binding upon each subcontractor.

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

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

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

(End of Clause)

4.6 52.225-9 BUY AMERICAN—CONSTRUCTION MATERIALS (MAY 2014)

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

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

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

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

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

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

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

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

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

"Cost of components" means—

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

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

"Domestic construction material" means—

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

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

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

(ii) The construction material is a COTS item.

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

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

(b) Domestic preference.

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

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

Lead Glass

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

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

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

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

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

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

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

(B) Unit of measure;

(C) Quantity;

(D) Price;

(E) Time of delivery or availability;

(F) Location of the construction project;

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

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

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

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

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

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

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

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

FOREIGN AND DOMESTIC CONSTRUCTION MATERIALS PRICE COMPARISON

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

Domestic Construction Material			
Item 2:			
Foreign Construction Material			
Domestic Construction Material			

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

[Include other applicable supporting information.]

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

(End of Clause)

4.7 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

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

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

(End of Clause)

<u>FAR</u> <u>Number</u>	<u>Title</u>	<u>Date</u>
52.202-1	DEFINITIONS	NOV 2013
52.203-3	GRATUITIES	APR 1984
52.203-5	COVENANT AGAINST CONTINGENT FEES	MAY 2014
52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT	SEP 2006
52.203-7	ANTI-KICKBACK PROCEDURES	MAY 2014
52.203-8	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY	MAY 2014
52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY	MAY 2014
52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	OCT 2010
52.203-17	CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS	APR 2014
52.204-4	PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER	MAY 2011
52.204-10	REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS	JUL 2013
52.204-12	DATA UNIVERSAL NUMBERING SYSTEM NUMBER MAINTENANCE	DEC 2012
52.204-18	COMMERCIAL AND GOVERNMENT ENTITY CODE MAINTENANCE	NOV 2014
52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	AUG 2013
52.209-10	PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS	DEC 2014

52.215-2	AUDIT AND RECORDS—NEGOTIATION	OCT 2010
52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS	OCT 2014
52.222-3	CONVICT LABOR	JUN 2003
52.222-4	CONTRACT WORK HOURS AND SAFETY STANDARDS— OVERTIME COMPENSATION	MAY 2014
52.222-6	CONSTRUCTION WAGE RATE REQUIREMENTS	MAY 2014
52.222-7	WITHHOLDING OF FUNDS	MAY 2014
52.222-8	PAYROLLS AND BASIC RECORDS	MAY 2014
52.222-9	APPRENTICES AND TRAINEES	JUL 2005
52.222-10	COMPLIANCE WITH COPELAND ACT REQUIREMENTS	FEB 1988
52.222-11	SUBCONTRACTS (LABOR STANDARDS)	MAY 2014
52.222-12	CONTRACT TERMINATION—DEBARMENT	MAY 2014
52.222-13	COMPLIANCE WITH CONSTRUCTION WAGE RATE REQUIREMENTS AND RELATED REGULATIONS	MAY 2014
52.222-14	DISPUTES CONCERNING LABOR STANDARDS	FEB 1988
52.222-15	CERTIFICATION OF ELIGIBILITY	MAY 2014
52.222-21	PROHIBITION OF SEGREGATED FACILITIES	FEB 1999
52.222-26	EQUAL OPPORTUNITY	MAR 2007
52.222-27	AFFIRMATIVE ACTION COMPLIANCE REQUIREMENTS FOR CONSTRUCTION	FEB 1999
52.222-35	EQUAL OPPORTUNITY FOR VETERANS	JUL 2014
52.222-36	EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES	JUL 2014
52.222-37	EMPLOYMENT REPORTS ON VETERANS	JUL 2014
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 ALTERNATE I (MAY 2011)	MAY 2011
52.223-6	DRUG-FREE WORKPLACE	MAY 2001
52.223-18	ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING	AUG 2011
52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES	JUN 2008
52.227-1	AUTHORIZATION AND CONSENT	DEC 2007
52.227-2	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT	DEC 2007
52.227-4	PATENT INDEMNITY—CONSTRUCTION CONTRACTS	DEC 2007
52.228-2	ADDITIONAL BOND SECURITY	OCT 1997
52.228-5	INSURANCE—WORK ON A GOVERNMENT INSTALLATION	JAN 1997
52.228-11	PLEDGES OF ASSETS	JAN 2012
52.228-12	PROSPECTIVE SUBCONTRACTOR REQUESTS FOR BONDS	MAY 2014
52.228-14	IRREVOCABLE LETTER OF CREDIT	NOV 2014
52.228-15	PERFORMANCE AND PAYMENT BONDS— CONSTRUCTION	OCT 2010
52.229-2	NORTH CAROLINA STATE AND LOCAL SALES AND USE TAX	APR 1984
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
52.232-27	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
§ 52.236-15	SCHEDULES FOR CONSTRUCTION CONTRACTS	APR 1984
52.236-17	LAYOUT OF WORK	APR 1984
52.236-21	SPECIFICATIONS AND DRAWINGS FOR CONSTRUCTION	FEB 1997
52.242-13	BANKRUPTCY	JUL 1995
52.242-14	SUSPENSION OF WORK	APR 1984
52.243-4	CHANGES	JUN 2007
52.244-5	COMPETITION IN SUBCONTRACTING	DEC 1996
52.244-6	SUBCONTRACTS FOR COMMERCIAL ITEMS	MAR 2015
52.246-21	WARRANTY OF CONSTRUCTION	MAR 1994
52.248-3	VALUE ENGINEERING—CONSTRUCTION	OCT 2010
52.249-2	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED PRICE) ALTERNATE I (SEPT 1996)	APR 2012
52.249-10	DEFAULT (FIXED-PRICE CONSTRUCTION)	APR 1984
52.253-1	COMPUTER GENERATED FORMS	JAN 1991

4.8 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 852.232-72 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)

4.12 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)

4.13 VAAR 852.236-72 PERFORMANCE OF WORK BY THE CONTRACTOR (JUL 2002)

The clause entitled "Performance of Work by the Contractor" in FAR 52.236-1 is supplemented as follows:

(a) Contract work accomplished on the site by laborers, mechanics, and foremen/forewomen on the contractor's payroll and under his/her direct supervision shall be included in establishing the percent of work to be performed by the contractor. Cost of material and equipment installed by such labor may be included. The work by the contractor's executive, supervisory and clerical forces shall be excluded in establishing compliance with the requirements of this clause.

(b) The contractor shall submit, simultaneously with the schedule of costs required by the Payments Under Fixed-Price Construction Contracts clause of the contract, a statement designating the branch or branches of contract work to be performed with his/her forces. The approved schedule of costs will be used in determining the value of a branch or branches, or portions thereof, of the work for the purpose of this article.

(c) If, during the progress of work hereunder, the contractor requests a change in the branch or branches of the work to be performed by his/her forces and the contracting officer determines it to be in the best interest of the Government, the contracting officer may, at his/her discretion, authorize a change in such branch or branches of said work. Nothing contained herein shall permit a reduction in the percentage of work to be performed by the contractor with his/her forces, it being expressly understood that this is a contract requirement without right or privilege of reduction.

(d) In the event the contractor fails or refuses to meet the requirement of the FAR clause at 52.236-1, it is expressly agreed that the contract price will be reduced by 15 percent of the value of that portion of the percentage requirement that is accomplished by others. For the purpose of this clause, it is agreed that 15 percent is an acceptable estimate of the contractor's overhead and profit, or mark-up, on that portion of the work which the contractor fails or refuses to perform, with his/her own forces, in accordance with the FAR clause at 52.236-1.

(End of Clause)

4.14 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 MATERIAL (APR 1984)

The contractor shall furnish to the resident engineer each day a consolidated report for the preceding work day in which is shown the number of laborers, mechanics, foremen/forewomen and pieces of heavy equipment used or employed by the contractor and subcontractors. The report shall bear the name of the firm, the branch of work which they perform such as concrete, plastering, masonry, plumbing, sheet metal work, etc. The report shall give a breakdown of employees by crafts, location where employed, and work performed. The report shall also list materials delivered to the site on the date covered by the report.

(End of Clause)

4.19 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)

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)

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)

See attached document: Attachment 1_ Release of Claims _ 1 Page.

See attached document: Attachment 2_ Wage Determination_FL150030_5 Pages.

See attached document: Attachment 3 _ List of Key Personnel_ 1 Page.

See attached document: Attachment 4_ Past Safety and Environmental Form_ 1 Page.

See attached document: Attachment 5_ Price Offer Schedule_675-15-601_1 Page.

See attached document: Attachment 6_ Past Performance Questionnaire _3 Pages.

See attached document: Attachment 7_Site Map and Drawing_ 675-15-601_ 1 Page.

ATTACHMENT 1 - RELEASE OF CLAIMS

For and in consideration of the payments heretofore made, and payment of final installment now due by reason of performance of Contract No. _____, dated _____, the undersigned hereby releases and discharges the United States of America from any and all claims arising under or by virtue of said contract, except as follows: (In this space describe and list in stated amounts excepted claims, if any; otherwise this release will be considered as free of all claims. If no claims reserved, insert None.)

IN WITNESS WHEREOF, This release has been duly executed this _____ day of _____.

Architect-Engineer

BY: _____
(Print or type name under signature)

Title (Print or type)
(End of Clause)

General Decision Number: FL150030 03/20/2015 FL30

Superseded General Decision Number: FL20140030

State: Florida

Construction Type: Building

County: Orange County in Florida.

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

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
1	02/06/2015
2	03/20/2015

BRFL0008-003 04/01/2014

	Rates	Fringes
TILE SETTER.....	\$ 20.70	7.25

ELEC0606-001 09/01/2014

	Rates	Fringes
ELECTRICIAN.....	\$ 23.15	9.47

ENGI0673-006 05/01/2013

	Rates	Fringes
OPERATOR: Crane Oiler.....	\$ 20.36	10.85
OPERATOR: Mechanic.....	\$ 26.30	10.85
OPERATOR: Oiler.....	\$ 20.36	10.85
OPERATOR: Boom Truck.....	\$ 24.14	10.85

* IRON0808-004 02/01/2015

	Rates	Fringes
IRONWORKER, ORNAMENTAL, REINFORCING AND STRUCTURAL.....	\$ 23.50	11.95

PAIN1010-009 08/01/2014

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

SFFL0821-001 01/01/2015

	Rates	Fringes
SPRINKLER FITTER (Fire Sprinklers).....	\$ 26.33	17.37

SUFL2009-026 05/22/2009

	Rates	Fringes
ACOUSTICAL CEILING MECHANIC.....	\$ 14.84	0.13
BRICKLAYER.....	\$ 20.00	0.00

CARPENTER, Includes Form Work (Excludes Acoustical Ceiling Installation, and Drywall Hanging).....	\$ 14.56	3.31
CEMENT MASON/CONCRETE FINISHER...	\$ 13.00	0.00
DRYWALL FINISHER/TAPER.....	\$ 16.00	0.00
DRYWALL HANGER.....	\$ 16.04	0.98
FENCE ERECTOR.....	\$ 14.00	0.00
GLAZIER.....	\$ 16.07	6.24
HVAC MECHANIC (Installation of HVAC Duct).....	\$ 15.65	0.00
INSTALLER - CARPORT METAL COVERING.....	\$ 12.17	0.77
INSTALLER - DRAPERY BLINDS.....	\$ 17.50	0.00
INSULATOR - BATT.....	\$ 15.79	0.00
INSULATOR - PIPE & PIPEWRAPPER...	\$ 13.13	3.03
LABORER: Asphalt Shoveler.....	\$ 7.88	0.00
LABORER: Common or General.....	\$ 10.51	1.71
LABORER: Concrete Saw (Hand Held/Walk Behind).....	\$ 12.63	0.00
LABORER: Mason Tender - Brick...	\$ 10.00	0.00
LABORER: Mason Tender - Cement/Concrete.....	\$ 12.83	1.90
LABORER: Pipelayer.....	\$ 11.53	0.00
LABORER: Roof Tearoff.....	\$ 9.00	0.00
LABORER: Landscape and Irrigation.....	\$ 9.60	0.00
LATHER.....	\$ 13.41	0.00
OPERATOR: Asphalt Spreader.....	\$ 11.41	0.00
OPERATOR: Backhoe/Excavator.....	\$ 15.00	0.47
OPERATOR: Bulldozer.....	\$ 15.00	0.00
OPERATOR: Crane.....	\$ 17.75	0.00
OPERATOR: Distributor.....	\$ 12.37	0.00
OPERATOR: Forklift.....	\$ 14.00	0.00
OPERATOR: Grader/Blade.....	\$ 11.00	0.63
OPERATOR: Loader.....	\$ 11.00	0.63
OPERATOR: Paver (Asphalt, Aggregate, and Concrete).....	\$ 12.83	0.00
OPERATOR: Pump.....	\$ 17.12	0.00
OPERATOR: Roller.....	\$ 10.68	0.00
OPERATOR: Screed.....	\$ 11.34	0.00
OPERATOR: Tractor.....	\$ 9.91	0.00
OPERATOR: Trencher.....	\$ 11.75	0.00
PAINTER: Brush Only.....	\$ 12.00	0.00
PIPEFITTER, Excludes HVAC		

Pipe Installation.....	\$ 16.02	0.52
PLASTERER.....	\$ 16.00	0.67
PLUMBER, Includes HVAC Pipe Installation.....	\$ 16.00	0.00
ROOFER (Installation of Metal Roofs Only).....	\$ 14.26	0.59
ROOFER, Includes Built Up, Hot Tar, Modified Bitumen, Shake & Shingle, Single Ply, Slate, & Tile Roofs (Excludes Installation of Metal Roofs).....	\$ 14.65	1.53
SCAFFOLD BUILDER.....	\$ 12.00	0.00
SHEET METAL WORKER, Excludes HVAC Duct Installation.....	\$ 14.10	1.53
TRUCK DRIVER: Dump Truck.....	\$ 10.00	0.00
TRUCK DRIVER: Lowboy Truck.....	\$ 12.09	0.00

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

=====
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.

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

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END OF GENERAL DECISION

KEY PERSONNEL (DEC 2014)

The personnel listed below are considered essential to the work being performed hereunder. Prior to substituting, removing, replacing, or diverting any of the specified individuals, the Contractor shall notify the Contracting Officer 15 working days in advance and shall submit a written request and justification (including proposed substitutions) in sufficient detail to permit evaluation of the impact on this Contract. The proposed substitution of personnel must meet or exceed the education, experience, and other technical requirements of the personnel being replaced. No change in personnel shall be made by the Contractor without the prior written consent of the Contracting Officer. However, in urgent situations, as determined or agreed to by the Contracting Officer, an oral request to substitute key personnel may be approved and subsequently ratified by the Contracting Officer in writing. Such ratification shall constitute the consent of the Contracting Officer required by this paragraph. The Contracting Officer will notify the Contractor within 10 working days after receipt of all required information of the decision on the substitution(s). In the event the proposed substitution of key personnel does not meet or exceed the education, experience, and other technical requirements of the personnel being replaced, the Government reserves the right to require continued performance of previously approved key personnel or to require substitution of acceptable replacements for the individuals specified below. The key personnel listed below may, with the consent of the contracting parties, be amended from time to time during the course of the Contract to either add or delete personnel as appropriate.

Name	Position/Labor Category

**Past Safety and Environmental
VA248-14-R-1902
OPTIONAL SAMPLE FORM FOR BIDDER/OFFEROR TO COMPLETE & SUBMIT
WITH BID/PROPOSAL
Pre-Award Contractor Evaluation Form**

Company Name: _____

Address: _____

Telephone: _____ Fax: _____

Email: _____

Contact: _____

1. Utilizing your OSHA 300 Forms, please complete the following information:

Category	2011	2012	2013	2014
Number of man hours (jobsite and office).				
Number of cases involving days away from work, restricted activity, or both (Column H and I of OSHA 300).				
Days away, restricted, or transferred rate (# of days away, restricted, or transferred cases x 200,000/# of man hours) (DART Rate).				
Number of serious, willful, or repeat violations from OSHA within the last 3 years. Please attach explanation for any violations. (Four serious, one repeat, or one willful disqualifies the contractor.)				

Please attach copies of the following documents: OSHA 300 and 300a Forms. These forms can be accessed through the OSHA publications search page:

<http://www.osha.gov/pls/publications/publication.html>

2. Provide your six-digit North American Industrial Classification System (NAICS) Code for this Acquisition. _____

3. Who administers your company's Safety and Health Program? _____

4. Company Modification Rate (EMR) for the past 3 years. Note an EMR of greater than 1.0 disqualifies the contractor:

Signature _____

Date _____

Price Offer/Schedule

Line Item		Description	Price
0001	Base Bid	Provide all labor, materials, equipment and supervision to complete the requirements in the statement of work to include disconnect, remove, and provide new Medium Voltage Automatic Transfer Switches (ATS#1-4) exterior housing, controls, control cabinet, and control wiring, necessary connections reconnections/programming to the existing electrical distribution system. In addition, the project will include the replacement of the one Multiway switch outside of Bldg. 3132 and the three Multiway switches in the switchyard outside of the Green Team.	

Note: A Single Award will be made for Line Item 0001. The Offered price shall be supported in the Offeror's detailed price breakdown.

Printed Name: _____

Signature _____

Date: _____

EXHIBIT A

PAST AND PRESENT PERFORMANCE QUESTIONNAIRE

INSTRUCTIONS TO CONTRACTOR

Complete the CONTRACTOR INFORMATION section, below (type answers into light blue shaded boxes). Send an electronic or hard copy print of the form to each of your reference contacts with a request to complete the form. Submit the form in accordance with instructions stated in the solicitation.

INSTRUCTIONS TO REFERENCE CONTACT

The contractor named below is submitting an offer for a United States Department of Veterans Affairs contract requirement. Please assist by filling out the form. Thank your participation

Form must be received no later than the proposal submission date/time. Confirmation of receipt is highly encouraged. If you have any questions, please contact Mr. Wayne Boger, Email: Wayne.Boger@va.gov, or call 407-646-4017. Thank you for your assistance in this matter.

GENERAL INFORMATION [To be completed by the Offeror/Contractor]

Contractor/ Company Name		Street Address	
Contractor Point of Contact Name		City	
Point of Contact Phone Number		State	
Reference Project Title		Zip Code	
Contract Period of Performance (start to finish):		Email	
Contract Number		Contract Dollar Value	
Project Title/ Description of Work			
Role of Contractor on This Project (check appropriate box)	<input type="checkbox"/> Prime Contractor <input type="checkbox"/> Sub-contractor <input type="checkbox"/> Key Personnel		

RESPONDENT INFORMATION [To be completed by Respondent/Reference Contact]

Company Name		Street Address	
POC Name		City	
Phone Number		State	
Fax Number		Zip Code	
Email			

PERFORMANCE INFORMATION: Choose the number on the scale of 1 to 6 that most accurately describes the contractor’s performance or situation. ***PLEASE PROVIDE A NARRATIVE EXPLANATION FOR ANY RATINGS OF 1 OR 2*** in the Remarks section, below (text box will expand to whatever extent is necessary).

1	2	3	4	5
UNSATISFACTORY	Marginal	GOOD	EXCEPTIONAL	NEUTRAL
Performance did not meet most contractual requirements. There were serious problems and the contractor's corrective actions were ineffective.	Performance did not meet some contractual requirements. There were problems, some of a serious nature, for which corrective action was only marginally effective.	Performance met all contract requirements and exceeded some to the government's benefit. There were a few minor problems, which the contractor resolved in a timely, effective manner.	Performance met all contract requirements and EXCEEDED many to the government's benefit. Problems, if any, were negligible and were resolved in a timely, highly effective manner.	No record of past performance or the record is inconclusive. ¹

Management		1	2	3	4	5
1.	Provided experienced managers and supervisors with the technical and administrative abilities needed to meet contract requirements.	<input type="checkbox"/>				
2.	Demonstrated ability to hire, maintain, and replace, if necessary, qualified personnel during the contract period.	<input type="checkbox"/>				
3	Effectiveness of onsite management and supervision	<input type="checkbox"/>				
4	Level of cooperation and responsiveness to the Government	<input type="checkbox"/>				
5	Professional conduct of the employees	<input type="checkbox"/>				
6	How effective was the contractor in managing Subcontractors	<input type="checkbox"/>				
Quality Control		<input type="checkbox"/>				
	Followed approved Quality Control Plan	<input type="checkbox"/>				
	Overall quality of products, material and equipment installed	<input type="checkbox"/>				
	Corrected deficiencies in timely manner and pursuant to their quality control procedures	<input type="checkbox"/>				
	Timely Correction of noted deficiencies	<input type="checkbox"/>				
	Corrected deficiencies in timely manner and pursuant to their quality control procedures	<input type="checkbox"/>				
	Accuracy, adequacy and detail of Submittals	<input type="checkbox"/>				
Regulations		<input type="checkbox"/>				
	To what level did the contractor follow drawings, specifications and regulations and guidance such as the VA Technical Information Library (TIL)	<input type="checkbox"/>				
	To what level would you rate the contractors ability to follow Design Guidelines	<input type="checkbox"/>				
	How would you rate the contractors use of specified materials	<input type="checkbox"/>				
Problem Resolution		<input type="checkbox"/>				
	How effective is the contractor in resolving problems and correcting deficiencies in timely manner.	<input type="checkbox"/>				
		<input type="checkbox"/>				
Schedule		<input type="checkbox"/>				
	To what level did the contractor meet approved and established schedules	<input type="checkbox"/>				
	Rate the contractors submission of submitted submittals in a timely manner	<input type="checkbox"/>				
	Submission of progress schedules, invoices and daily reports	<input type="checkbox"/>				
	Completion of punch list items	<input type="checkbox"/>				
Warrant Response		<input type="checkbox"/>				
	What level would you rate the contractor's response to warranty support.	<input type="checkbox"/>				
	What was the level of cooperation with the Government personnel after award?	<input type="checkbox"/>				
	How would you rate the contractor's overall performance	<input type="checkbox"/>				
Recommendations		NO		YES		
	Would you award another contract to this contractor? If not, please explain in "remarks."	<input type="checkbox"/>		<input type="checkbox"/>		
	To the best of your knowledge, is the contractor rated in CPARS for this contract?	<input type="checkbox"/>		<input type="checkbox"/>		

REMARKS (Please use as much space as is needed – the box will expand as you type).

What are the two best performance traits this contractor displayed during the period of performance?

1.

2.

3. Other Comment

Respondent Signature and Date

