

SOLICITATION, OFFER, AND AWARD (Construction, Alteration, or Repair)	1. SOLICITATION NO. VA786-15-Q-0178	2. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)	3. DATE ISSUED 04-23-2015	PAGE OF PAGES 1 of 58
	IMPORTANT - The "offer" section on the reverse must be fully completed by offeror.			

4. CONTRACT NO. CODE	5. REQUISITION/PURCHASE REQUEST NO. 8725-000019	6. PROJECT NO. 872-M&R15-13
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7. ISSUED BY Department of Veterans Affairs NCA Contracting Service 75 Barrett Heights Rd. Suite 309 Stafford VA 22556	43C1	8. ADDRESS OFFER TO https://www.vendorportal.ecms.va.gov
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9. FOR INFORMATION EMAIL:	A. NAME KENNETH DOUGHERTY	B. TELEPHONE NO. (Include area code) (NO COLLECT CALLS) KENNETH.DOUGHERTY@VA.GOV
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SOLICITATION

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

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

CONTRACTOR SHALL PROVIDE ALL LABOR, EQUIPMENT, MATERIAL, AND SUPERVISION NECESSARY TO: 1. REMOVE AND REPLACE ALL COMMITTAL SHELTER SLATE ROOF FLASHING, ROOF RIDGE CAP, SKY LIGHT FLASHING, DRIP EDGE, GUTTERS, AND DOWNSPOUTS. 2. REMOVE AND REINSTALL ALL COMMITTAL SHELTER EXISTING SLATE ROOF SHINGLES. 3. CUT-OUT AND REPLACE ROTTED PLYWOOD ROOF DECKING. 4. CUT-OUT AND REPLACE ROTTED SUB-ROOF STRUCTURAL FRAMING, INCLUDING RIDGE BEAM STRUCTURAL FRAMING MEMBER. 5. FURNISH AND INSTALL FELT ICE AND WATER SHIELD OVER NEWLY INSTALLED PLYWOOD ROOF DECKING. 6. REPLACE DAMAGED OR MISSING SLATE ROOF SHINGLES WITH IN-KIND SLATE ROOF SHINGLES. 7. CAULK AND SEAL ALL ROOFING FLASHING, ROOF RIDGE CAP, SKY LIGHT FLASHING, DRIP EDGE, GUTTERS, AND DOWNSPOUTS. 8. REPLACE EXTERIOR RATED DUPLEX OUTLET AND CIRCUIT. 9. SCRAPE, PRIME, CAULK, AND OTHERWISE PREPARE ALL INTERIOR AND EXTERIOR WOODEN SURFACES NEEDED FOR THE COMPLETION OF A HIGH QUALITY PAINT JOB. 10. PAINT ALL INTERIOR AND EXTERIOR WOODEN SURFACES WITH TWO COATS OF EXTERIOR TYPE PAINT IN CUSTOMER DESIRED COLORS AT QUANTICO NATIONAL CEMETERY, COMMITTAL SHELTERS A, 18424 JOPLIN ROAD (ROUTE 619), TRIANGLE, VA 22172.

THIS PROCUREMENT IS A 100% SET-ASIDE FOR SERVICE DISABLED VETERAN OWNED SMALL BUSINESSES (SDVOSB).
NAIC CODE: 238160 SIZE STANDARD: \$15 MILLION
MAGNITUDE OF CONSTRUCTION: BETWEEN \$25,000 TO \$100,000

CONTRACTOR SHALL BEGIN PERFORMANCE WITHIN 30 CALENDAR DAYS AND COMPLETE WORK WITHIN 30 CALENDAR DAYS AFTER RECEIVING THE NOTICE TO PROCEED LETTER.

PRE-BID SITE VISIT: VENDORS ARE HIGHLY ENCOURAGE AND EXPECTED TO CONDUCT A SITE VISIT PRIOR TO PROPOSAL SUBMISSION. CONTACT MR. GEORGE TRUSLOW (COR) OR MR. DONNIE SISK (CEMETERY DIRECTOR) AT 703-221-2183

FOR INFORMATION REGARDING THIS SOLICITATION, SUBMIT ALL QUESTIONS BY EMAIL BEFORE 12:00 PM 5/5/2015 TO KENNETH.DOUGHERTY@VA.GOV ALL QUESTIONS FOR THIS SOLICITATION MUST BE SUBMITTED VIA EMAIL. TELEPHONE CALLS WILL NOT BE ACCEPTED.

PROPOSALS ARE DUE TO THE VENDOR PORTAL (HYPERLINK IN BLOCK 8) BY 2:00 PM 5/14/2015

VENDOR DUNS# _____
VENDOR TAX ID# _____
VENDOR POC: _____
VENDOR PHONE: _____
VENDOR EMAIL: _____

11. The Contractor shall begin performance within 30 calendar days and complete it within 30 calendar days after receiving award, notice to proceed. This performance period is mandatory, negotiable. (See _____.)

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 type="checkbox"/> YES <input checked="" type="checkbox"/> NO	12B. CALENDAR DAYS
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13. ADDITIONAL SOLICITATION REQUIREMENTS:

A. Sealed offers in original and 1 copies to perform the work required are due at the place specified in Item 8 by 2:00 PM (hour) local time 05-14-2015 (date). If this is a sealed bid solicitation, offers must be publicly opened at that time. Sealed envelopes containing offers shall be marked to show the offeror's name and address, the solicitation number, the date and time offers are due

B. An offer guarantee is, is not required.

C. All offers are subject to the (1) work requirements, and (2) other provisions and clauses incorporated in the solicitation in full text or by reference

D. Offers providing less than 90 calendar days for Government acceptance after the date offers are due will not be considered and will be rejected.

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SECTION B - DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK

B.1 STATEMENT OF WORK

Project Location:

**QUANTICO NATIONAL CEMETERY
18424 JOPLIN ROAD (ROUTE 619)
TRIANGLE, VA 22172**

Project Title: Repair Committal Shelter A

NRM Project Control #: 872-M&R15-13

Contractor shall provide all labor, equipment, material and supervision necessary to: 1) remove and replace all committal shelter slate roof flashing, roof ridge cap, sky light flashing, drip edge, gutters and downspouts (approx. 500 LF); 2) remove and reinstall all committal shelter existing slate roof shingles (approx. 900 SF); 3) cut-out and replace rotted plywood roof decking (approx. 450 SF); 4) cut-out and replace rotted sub-roof structural framing, including ridge beam structural framing member (approx. 450 LF); 5) furnish and install felt ice and water shield over newly installed plywood roof decking (approx. 500 SF); 6) replace damaged or missing slate roof shingles with in-kind slate roof shingles (approx. 30 SF); 7) caulk and seal all roof flashing, roof ridge cap, sky light flashing, drip edge, gutters, and downspouts (approx. 500 LF); 8) replace exterior rated duplex outlet and circuit; 9) scrape; prime; caulk; and otherwise prepare all interior and exterior wooden surfaces (approx. 6,000 SF) needed for the completion of a quality paint job; and 10) paint all interior and exterior wooden surfaces (approx. 6,000 SF) with two coats of exterior type paint in customer desired colors at Quantico National Cemetery, Committal Shelter A, 18424 Joplin Road (Route 619), Triangle, VA 22172.

Cemetery POC(s):

Donnie Sisk, Cemetery Director..... (703) 221-2183
George Truslow, (COR) Cemetery Foreman..... (703) 221-2183

Technical Information:

Thomas Vennoch, MSN I Engineer..... (215) 381-3787 (ext. 4650)

B.2 PRICE SCHEDULE

Contractor shall provide all labor, equipment, material and supervision necessary to: 1) remove and replace all committal shelter slate roof flashing, roof ridge cap, sky light flashing, drip edge, gutters and downspouts (approx. 500 LF); 2) remove and reinstall all committal shelter existing slate roof shingles (approx. 900 SF); 3) cut-out and replace rotted plywood roof decking (approx. 450 SF); 4) cut-out and replace rotted sub-roof structural framing, including ridge beam structural framing member (approx. 450 LF); 5) furnish and install felt ice and water shield over newly installed plywood roof decking (approx. 500 SF); 6) replace damaged or missing slate roof shingles with in-kind slate roof shingles (approx. 30 SF); 7) caulk and seal all roof flashing, roof ridge cap, sky light flashing, drip edge, gutters, and downspouts (approx. 500 LF); 8) replace exterior rated duplex outlet and circuit; 9) scrape; prime; caulk; and otherwise prepare all interior and exterior wooden surfaces (approx. 2,500 SF) needed for the completion of a quality paint job; and 10) paint all interior and exterior wooden surfaces (approx. 2,500 SF) with two coats of exterior type paint in customer desired colors at Quantico National Cemetery, Committal Shelter A, 18424 Joplin Road (Route 619), Triangle, VA 22172.

ITEM NO.	DESCRIPTION	EST QTY	UNIT	TOTAL PRICE
001	Contractor shall provide all labor, equipment, material and supervision necessary to: 1) remove and replace all committal shelter slate roof flashing, roof ridge cap, sky light flashing, drip edge, gutters and downspouts (approx. 500 LF); 2) remove and reinstall all committal shelter existing slate roof shingles (approx. 900 SF); 3) cut-out and replace rotted plywood roof decking (approx. 450 SF); 4) cut-out and replace rotted sub-roof structural framing, including ridge beam structural framing member (approx. 450 LF); 5) furnish and install felt ice and water shield over newly installed plywood roof decking (approx. 500 SF); 6) replace damaged or missing slate roof shingles with in-kind slate roof shingles (approx. 30 SF); 7) caulk and seal all roof flashing, roof ridge cap, sky light flashing, drip edge, gutters, and downspouts (approx. 500 LF); 8) replace exterior rated duplex outlet and circuit; 9) scrape; prime; caulk; and otherwise prepare all interior and exterior wooden surfaces (approx. 2,500 SF) needed for the completion of a quality paint job; and 10) paint all interior and exterior wooden surfaces (approx. 2,500 SF) with two coats of exterior type paint in customer desired colors at Quantico National Cemetery, Committal Shelter A, 18424 Joplin Road (Route 619), Triangle, VA 22172.	1	JOB	\$ ____
GRAND TOTAL COST:				\$ ____

Duration: Term of the contract shall be thirty days (30 days) from date of receipt of the Notice to Proceed. The Contractor will complete all work within 30 calendar days after receipt of Notice to Proceed, subject to all terms, conditions, provisions and schedules of the contract.

(END OF PRICE SCHEDULE)

STATEMENT OF WORK

1.0 Background

Committal Shelter A is used on a daily basis. It is 38 years old. It has begun to leak continuously after any rain event. It has significant water damage to wood structural components due to the water leaks. The sub-roof structural framing has significant dry rot. The seams around the flashing are not watertight and this is allowing water to get into the wood structure causing dry rot. The flashing cap on the roof is not intact and has separated and water is getting into the underlying plywood roof decking roof and sub-roof structural framing. The ridge beam structural framing member is sagging in the middle.

2.0 Applicable Documents

2.1 American Society for Testing and Materials (ASTM):

E84-1998.....Surface Burning Characteristics of Building Materials

2.2 National Fire Protection Association (NFPA):

10-1998.....Standard for Portable Fire Extinguishers

FCLCH-30-1996.....Flammable and Combustible Liquids Code

51B-1999.....Standard for Fire Prevention during Welding, Cutting and Other Hot Work

70-1999.....National Electrical Code

241-1996.....Standard for Safeguarding Construction, Alteration, and Demolition Operations

2.3 Occupational Safety and Health Administration (OSHA):

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

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

2.5 All applicable NCA Specifications at <http://www.cfm.va.gov/til/ncaSpec.asp>. Specifically Division 07 - Thermal and Moisture Protection and Spec. 09 91 00, Painting, and other guidance on the Technical Information Library (TIL).

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

3.0 Scope of Work

3.1 Remove and replace all committal shelter slate roof flashing, roof ridge cap, sky light flashing, drip edge, gutters and downspouts (approx. 500 LF).

3.2 Remove and reinstall all committal shelter existing slate roof shingles (approx. 900 SF).

3.3 Cut-out and replace rotted plywood roof decking (approx. 450 SF).

3.4 Cut-out and replace rotted sub-roof structural framing, including ridge beam structural framing member (approx. 450 LF).

3.5 Furnish and install felt ice and water shield over newly installed plywood roof decking (approx. 500 SF).

3.6 Replace damaged or missing slate roof shingles with in-kind slate roof shingles (approx. 30 SF).

3.7 Caulk and seal all roof flashing, roof ridge cap, sky light flashing, drip edge, gutters and downspouts (approx. 500 LF).

3.8 Replace exterior rated duplex outlet and circuit.

3.9 Scrape; prime; caulk; and otherwise prepare all interior and exterior wooden surfaces (approx. 2,500 SF) needed for the completion of a quality paint job.

3.10 Paint all interior and exterior wooden surfaces (approx. 2,500 SF) with two coats of exterior type paint in customer desired colors.

3.11 Other applicable technical requirements are found in paragraph 5.0 Specific Requirements and Deliverables.

4.0 Performance Details

4.1 The Contractor shall complete all work within 30 calendar days after receipt of Notice of Proceed, subject to all terms, conditions, provisions and schedules of the contract.

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

4.3 Travel

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

4.3.2 Contractor travel shall be in accordance with the Federal Travel Regulations (FTR). Contractor travel within the local 50 mile commuting area will not be reimbursed.

4.4 Work Hours At Government Facilities

4.4.1 Work may be performed between the hours of 8:00 a.m. and 4:30 p.m., Monday through Friday. At the Contractor's request; with prior coordination with the cemetery director and with the written permission of the COR; work will also be permitted to be scheduled for weekends and/or Holidays, only in the following situations: In emergency situations caused by the Contractor, or when severe adverse weather prohibits work during the week, the Contractor shall arrange to work on weekends and/or holidays in order to meet the contract performance period. The Government will not compensate the Contractor for any alternate work schedules needed to complete all contract work within the contract performance period. No work will be permitted during Memorial Day or Veteran's Day weekend activities or during any other Federal Holidays. Notwithstanding, if any work under this contract is required outside of the VA's normal working hours (8:00 a.m. to 4:30 p.m. Monday through Friday excluding holidays), the Contractor shall coordinate with the cemetery director and COR and request a deviation in writing to the COR at least 24 hours in advance.

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

4.5 Daily Work At Government Facilities

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

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

4.6 Contractor Personnel

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

4.6.2 A competent and experienced Site Superintendent shall be provided by the Contractor at all times whenever work is being performed on site - other than trash and debris pick-up. Site Superintendent shall develop and implement a quality control plan and ensure that the work is being accomplished in a safe and expeditious manner; work is being performed to the minimum standards of quality established in the contract statement of work (SOW); and work progress is being made without undue delay, to include correction of deficiencies identified by the COR. The Site Superintendent shall ensure contract work does not conflict with ceremonies and funerals and ensure employees are adequately supervised and proper conduct is maintained.

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

5.0 Specific Requirements and Deliverables

5.1 Contractor Work Plan: The Contractor shall submit a Work Plan to the COR at least 14 days prior to the start of work. The Work Plan shall lay out the Contractor's approach, timeline and tools to be used in the execution of the contract; including equipment list, temporary facilities, utility connections, staging area, traffic controls, imported material description and borrow source, etc. The equipment list shall include equipment make, model, year, tire or track dimensions, weight and other information. The Contractor shall update and maintain the Work Plan throughout the period of performance and submit any changes to the COR.

5.2 Contractor Quality Control Plan: The Contractor shall submit a Quality Control (CQC) Plan to the COR at least 14 days prior to the start of work. The CQC Plan shall lay out the Contractor's quality control approach, lay out timeline with time allocated for inspections within the contract performance period, identify any testing required, identify definable features of work, and identify key Contractor personnel to be used in the meeting the minimum quality standards established in the contract for each definable feature of work: to include use of key sub-contractors as members of the quality control team; preliminary inspections to ensure materials delivered to the site meet minimum contract quality standards, all necessary permits

are obtained and posted as required, and all required contract submittals have been approved prior to start of respective definable feature of work; initial inspections with the Contractor workforce for each definable feature of work to establish minimum standards of workmanship; follow-up inspections to ensure new work is not built upon deficient work; maintenance of a master deficiency list and timely corrections of identified deficiencies; final acceptance inspections; and timely correction of punch list items. The Contractor shall update and maintain the CQC Plan throughout the period of performance and submit any changes to the COR.

5.3 Orientation for Contractor Employees

5.3.1 Contractor shall attend a post-award pre-construction orientation meeting, prior to the start of work, as arranged by the COR. The COR will schedule this meeting and it will include, as a minimum, discussion of the following topics. COR will provide information to the Contractor regarding these topics and will document the meeting:

5.3.1.1 Fire & Safety

5.3.1.2 Project Work Schedule, Rules Pertaining To Workers & General Parameter Job Related Issues

5.3.1.3 Disaster Procedures

5.3.2 The Contractor shall ensure that Contractor employees coming to the work site receive the required above information.

5.4 Written Reporting Requirements

5.4.1 The Contractor shall submit to the COR weekly progress reports in electronic form in Microsoft word and Project formats. The report shall include detailed instructions/ explanations for each definable feature of work, to ensure that information is accurate and consistent. These reports shall reflect data as of the last day of the preceding week.

5.5 Site Reporting Requirements: The Contractor shall report on a daily basis to the COR via the cemetery at start of work, when work is in progress at the cemetery. Contractor shall log in and obtain funeral and/or special schedules from the COR as defined herein. This check-in is mandatory. The Contractor shall review two week look ahead schedule and coordinate any deviations with the COR on a daily basis. The Contractor shall submit a monthly draft progress payment for COR review and approval, then review on site with the COR to obtain agreement on percentage of work completed for each line item and total request for payment. The Contractor shall submit a formal request for monthly progress payment only after draft progress payment has been agreed to and approved by the COR. The Contractor shall coordinate any other face-to-face meetings regarding paragraph 5.3 written reporting requirements with the COR on a daily basis.

5.6 Mandatory Points of Contact

5.6.1 Points of Contact for Department of Veterans Affairs National Cemetery Administration:

Donnie Sisk, Cemetery Director
Quantico National Cemetery (QITC Bldg 5101)
18424 Joplin Road (Route 619)
Triangle, VA 22172.

Tel: (703) 221-2183

Email: donnie.sisk@va.gov

George Truslow, (COR) Cemetery Foreman
Quantico National Cemetery (QITC Bldg 5101)
18424 Joplin Road (Route 619)
Triangle, VA 22172.

Tel: (703) 221-2183

Email: george.truslow@va.gov

Thomas Vennoch, Engineer (Technical POC)
NCA Memorial Services Network - Region I
5000 Wissahickon Avenue
Philadelphia, PA 19144-4867

(215) 381-3787 (ext. 4650)

thomas.vennoch@va.gov

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

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

Fax # : () _____ - _____

E-Mail: _____

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

E-Mail: _____

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

5.7 Performance Metrics: N/A

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

5.9 Demolition and Site Clearing:

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

5.9.2 Protection

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

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

5.9.2.3 Maintain fences, barricades, lights, and other similar items around exposed excavations until such excavations have been completely filled.

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

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

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

5.9.2.5.2 Keep hydrants clear and accessible at all times. Prohibit debris from accumulating within a radius of 4,500 mm (15 feet) of fire hydrants.

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

5.9.3 Execution

5.9.3.1 Site Clearing

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

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

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

5.9.3.3 Demolition

5.9.3.3.1 Completely demolish and remove off-site buildings, structures, fencing, foundations and site infrastructure including all appurtenances related or connected thereto, as indicated in paragraph 3.0 Scope of Work.

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

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

6.0 General Requirements

6.1 Fire Safety

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

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

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

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

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

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

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

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

6.2 Operation & Storage Areas

6.2.1 Burial activities at a National Cemetery shall take precedence over Contractor activities. Cemetery interment services cannot be disturbed. To cause the least possible interference with cemetery activities, the Contractor shall cease all work in areas where

burials are taking place. Contractor equipment and personnel are prohibited from passing through the service area during this period.

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

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

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

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

6.3 Utilities Interruptions

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

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

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

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

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

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

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

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

6.4.4 At the end of each day, the Contractor shall remove all debris from the cemetery site resulting from the performance of the work. The Contractor shall ensure at all times that rubbish and trash generated by the Contractor is kept clear of vehicular and pedestrian traffic throughout the site. The Government will not provide receptacle(s) for disposal of debris related to this contract. The Contractor will be permitted to place trash receptacle dumpsters in the COR approved staging area.

6.5 Restoration

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

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

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

6.5.4 Expense of repairs to such utilities and systems not shown on drawings or locations of which are unknown will be covered by adjustment to contract time and price in accordance with clause entitled "CHANGES" (FAR 52.243-1 *Alternate II*, FAR 52.212-4(c), and VAAR 852.236-88(b)) and "DIFFERING SITE CONDITIONS" (FAR 52.236-2).

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

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

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

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

6.10 Historic Preservation: Where the Contractor or any of the Contractor's employees, prior to, or during the construction work, are advised of or discover any possible archeological, historical and/or cultural resources, the Contractor shall immediately stop work, verbally notify the COR immediately, and then follow up with a written report to the COR within 24 hrs.

6.11 Identification, Parking, Smoking and VA Regulations

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

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

6.12 Insurance (Work on a Government Installation)

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

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

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

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

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

6.12.4 As determined by the Contracting Officer, the following minimum insurance coverage may apply to this contract;

6.12.4.1 *Workers' compensation and employer's liability.* Contractors are required to comply with applicable Federal and State workers' compensation and occupational disease statutes. If occupational diseases are not compensable under those statutes, they shall be covered under the employer's liability section of the insurance policy, except when contract operations are so commingled with a Contractor commercial operations that it would not be practical to require this coverage. Employer's liability coverage of at least **\$100,000** shall be required, except in States with exclusive or monopolistic funds that do not permit workers' compensation to be written by private carriers.

6.12.4.2 *General liability.* Bodily injury liability insurance coverage written on the comprehensive form of policy of at least **\$500,000** per occurrence.

6.12.4.3 *Automobile liability.* The policy shall provide for bodily injury and property damage liability covering the operation of all automobiles used in connection with performing the contract. Policies covering automobiles operated in the United States shall provide coverage of at least **\$250,000** per person and **\$500,000** per occurrence for bodily injury and **\$100,000** per occurrence for property damage. The amount of liability coverage on other policies shall be commensurate with any legal requirements of the locality and sufficient to meet normal and customary claims.

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

6.14 Contractor Personnel Standards of Behavior (Work on a Government Installation)

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

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

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

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

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

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

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

6.15 Safety

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

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

6.16 Resource Documents: The Contractor shall request Government documentation deemed pertinent to the work accomplishment directly from the cemetery officials with whom the Contractor has contact. The Contractor shall consider the COR only as the final source for needed Government documentation when the Contractor fails to secure the documents by other means. The Contractor is expected to use common knowledge and resourcefulness in securing all other reference materials, standard industry publications and related materials that are pertinent to the work.

6.17 Government Furnished Property (Not Applicable)

6.18 Warranties: The Contractor shall provide a General Warranty and guarantee all work for one (1) year from substantial completion. Special warranties shall be provided as described in paragraph 5.0 Specific Requirements and Deliverables. Any sub-contractor extended warranties provided to the Contractor shall be provided to the Government.

(END OF STATEMENT OF WORK)

INFORMATION REGARDING BIDDING MATERIAL, BID GUARANTEE AND BONDS

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

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

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

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

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

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

DESCRIPTION OF WORK:

Cost Range: \$25,000.00 to \$100,000.00.

INSTRUCTIONS, CONDITIONS AND OTHER STATEMENTS TO BIDDERS/OFFERORS

EVALUATION FACTORS FOR AWARD

Evaluation Process:

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

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

A. Price

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

1. Experience of company in performing the type of work listed in the statement of work? Have you done/performed services for a federal or state cemetery in the past? Have you provided services similar to the work listed in the statement of work at other federal or state facilities in the past? Please explain. See SOW for more information of what is needed for this project.
2. Qualification of Technical/key Personnel (resumes of key personnel, training, experience, certifications)
3. Sufficient Personnel/Equipment. Provide list of personnel and type of equipment your company possesses for this project.
4. Performance Plan: Submit a detailed performance plan to indicate how the contractor plans to meet the goals of the cemetery (i.e. performance schedule, number of hours anticipated, etc.,). The contractor's proposal will be evaluated on how well it meets the performance goals of this contract.
5. Overall Technical Acceptability

C. Past Performance: Past performance will be evaluated for quality, timeliness (i.e. recent), problem resolution, business relations, customer service and relevance (i.e. experience in providing services similar in size, scope, and complexity as described in the SOW). If no past performance information is readily available, the Offeror's past performance will be evaluated as Neutral.

NOTE: The offeror is responsible for providing three (3) references of their choosing a copy of Attachment G (Past Performance Questionnaire) for their completion and their submission back to the Contracting Officer for review. The completed questionnaires shall be sent to: kenneth.dougherty@va.gov no later than **5 days** after the solicitation's closing date and time. The references chosen by the offer should be selected based on past projects of the same or similar work. The source selection authority shall determine the relevance of similar past performance information.

ADDITIONAL INSTRUCTIONS TO OFFERORS

Failure to submit all required documentation as required may result in your submission being found to be technically unacceptable.

The Government reserves the right to request performance and payment bonding as a condition for contract award.

- a. All proposals must be submitted through the Department of Veterans Affairs - Electronic Management System (eCMS) Vendor Portal website in order to be considered for award.
- b. Please go to the VA eCMS Vendor Portal website at <https://www.vendorportal.ecms.va.gov> to register. Once on the webpage, proceed to the Vendor Portal Login section located on the far left side of the webpage and click on 'Request a user account' to register. In the event an Offeror is unable to submit a proposal through the Vendor Portal domain, prior to the proposal closing date, contact the VAAS helpdesk at 1-877-634-3739, or via email at VA.Acquisition.Systems@va.gov. Submission of proposals through email will not be accepted. Proposal transmission/uploads must be completed by the date/time specified. Late or incomplete Proposals will not be considered.
- c. If Offerors are still unable to submit a proposal through VA eCMS Vendor Portal, the Offerors may submit a CD version of their proposal package as long as VA eCMS Vendor Portal registration requirements have been fulfilled and Offerors have contacted the VAAS helpdesk for assistance in their submission of a proposal. A copy of the email correspondence with the VAAS helpdesk will be forwarded to the Contracting Officer, Kenneth M. Dougherty, at kenneth.dougherty@va.gov as proof of email correspondence. If a phone conversation with the VAAS helpdesk proves unsuccessful in an Offeror's ability to submit a proposal prior to the closing date via Vendor Portal, the Offeror shall submit to the Contracting Officer correspondence that contains the date, time, and name of helpdesk representative the Offeror contacted to include the reasons why the Offeror could not submit a proposal via the Portal. This document will be submitted together with the CD version of the proposal. In the event an Offeror has not requested proposal submission assistance to the VAAS help desk prior to the closing date, nor has submitted correspondence that identifies reasons why the Offeror could not submit a proposal via Vendor Portal, the Offeror will be considered non responsive and the CD version of the proposal will not be accepted.
- d. If a CD version of the proposal is accepted by the Contracting Officer, the CD version of the proposal may be submitted as an MS Word document. If PDF is preferred, then each Section submitted shall be a separate file. For example, all required licenses, technical proposal, Past Performance Questionnaires, shall all be under separate files and shall be classified as such. The CD shall be categorized in a manner where it is easy to ascertain. Offers who meet stated requirements may submit a CD version of their proposals at the address specified in Block 7 of SF 1442, or if hand carried, to the address shown in block 7, until the date and time specified in Block 10. All offers are subject to all terms and conditions of this solicitation. Offers authorized to submit CD versions of their proposals are to submit their proposals to the Contracting Officer's Office, i.e., the Issuing Office address that appears in Block 7 of the SF-1442 above.
- e. The proposal package should contain the following:

- i. SF1442 with completed blocks 14, 15, 16, 17, 18, 19, & 20(a, b & c) and DUNS number entered in block 10;
- ii. Acknowledgement of any amendments;
- iii. The following items shall be addressed and submitted in three (3) separate files:
- iv. Price Proposal for all items in the schedule;
- v. Technical Proposal addressing evaluation factors and Statement of Work (SOW) requirements;
- vi. Completed FAR Provision 52.212-3 “Certifications and Representations” or indicate whether contractor has completed the annual representations and certifications electronically at <http://sams.gov>.

Past Performance: Past performance will be evaluated for quality, timeliness (i.e. recent), problem resolution, business relations, customer service and relevance (i.e. experience in providing services similar in size, scope, and complexity as described in the SOW). If no past performance information is readily available, the Offeror’s past performance will be evaluated as Neutral.

NOTE: The offeror is responsible for providing three (3) references of their choosing a copy of Attachment G (Past Performance Questionnaire) for their completion and their submission back to the Contracting Officer for review. The completed questionnaires shall be sent to: kenneth.dougherty@va.gov no later than **5 days** after the solicitation’s closing date and time. The references chosen by the offer should be selected based on past projects of the same or similar work. The source selection authority shall determine the relevance of similar past performance information.

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

All offers are subject to all terms and conditions of this solicitation.

OFFERORS MUST COMPLETE AND RETURN ALL INFORMATION DESIGNATED IN INSTRUCTIONS TO OFFERORS, PRIOR TO THE TIME SPECIFIED IN BLOCK 10 of SF 1442 IN ORDER TO BE CONSIDERED FOR AWARD.

ACKNOWLEDGEMENT OF AMENDMENTS: The offeror acknowledges receipt of amendments to the Solicitation numbered and dated as follows:

AMENDMENT NO	DATE
_____	_____
_____	_____
_____	_____

- **Bonding:** The Government retains the right to ask for bonding (bid, performance, payment) if it is determined to be necessary to address Government concerns. In such cases, the Government will reimburse 100% of the bonding price. Failure to receive or qualify for bonding will result in removal from further consideration for award. The Experian comprehensive Report will be one of the tools used to determine if bonding should be required due to the business financial stress score/summary. The number of contracts outstanding will be another consideration in determining if bonding will be needed. Failure to obtain bonding within a reasonable time will result in withdrawal of award and discussion with the next best offer. If bonding is not required, the prime is required to notify all sub-contractors that there is no bonding on the contract. Reference FAR 52.228-13 Alternative Payment Protections.

See table below to summarize how to submit a proposal.

Volume	Factor	File Name on CD	Page Limitations
Volume I.A	Technical/Management Approach	Tech.doc/pdf	20
Volume I.B	Technical/Management Approach, Required Cert., Licenses, Resumes - no logos, names	Tech.doc/pdf	20
Volume II	Price	Price.xls/pdf/doc	No Limits
Volume III	SF-1442, Required Cert., Licenses, Bonding, Insurance, Resumes, etc.	ReqDocs.doc/pdf	No Limits

Subcontractor Responsibility: Prime contractors are responsible for determining the responsibility of their prospective subcontractors. Determinations of prospective subcontractor responsibility may affect the Government’s determination of the prospective prime contractor’s responsibility. A prospective contractor may be required to provide written evidence of a proposed subcontractor’s responsibility.

When it is in the Government’s interest to do so, the CO may directly determine a prospective subcontractor’s responsibility (e.g., urgent requirements or substantial subcontracting). In this case, the same standards used to determine a prime contractor’s responsibility shall be used by the Government to determine subcontractor responsibility.

ADDITIONAL REQUIREMENTS FOR BAR CHART SCHEDULE

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

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

B. Updated Schedules and Updating Procedures

(1) The contractor shall submit, at intervals of 30 calendar days, an updated bar chart schedule of the actual construction progress. The bar chart schedule shall show the activities or portions of activities

started and/or completed during the reporting period and their updated monetary percentage value(s) as a basis for the contractor's monthly progress report (payment request).

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

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

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

(End of Clause)

2.1 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)

2.2 52.216-1 TYPE OF CONTRACT (APR 1984)

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

(End of Provision)

2.3 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
28.0 %	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 PRINCE WILLAM COUNTY, VA

(End of Provision)

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

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

(b) *Requests for determinations of inapplicability.* An offeror requesting a determination regarding the inapplicability of the Buy American statute should submit the request to the Contracting Officer in time to

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

(c) Evaluation of offers.

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

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

(d) Alternate offers.

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

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

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

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

(ii) May be accepted if revised during negotiations.

(End of Provision)

2.5 52.236-27 SITE VISIT (CONSTRUCTION) (FEB 1995)

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

(b) Site visits may be arranged during normal duty hours by contacting:

Name: GEORGE TRUSLOW (COR) CEMETERY FOREMAN

Address: QUANTICO NATIONAL CEMETERY

18424 JOPLIN ROAD (ROUTE 619)

TRIANGLE, VA 22172

Telephone: 703-221-2183

(End of Provision)

2.6 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</u> <u>Number</u>	<u>Title</u>	<u>Date</u>
52.214-34	SUBMISSION OF OFFERS IN THE ENGLISH LANGUAGE	APR 1991
52.215-1	INSTRUCTIONS TO OFFERORS—COMPETITIVE ACQUISITION	JAN 2004
52.236-28	PREPARATION OF PROPOSALS—CONSTRUCTION	OCT 1997

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

This solicitation includes FAR 52.219-4 Notice of Price Evaluation Preference for HubZone Small Business Concerns. 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 238160.

(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 CERTIFICATION REGARDING RESPONSIBILITY MATTERS (APR 2010)

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

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

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

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

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

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

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

(i) *The tax liability is finally determined.* The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case

of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

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

(2) *Examples.*

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

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

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

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

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

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

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

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

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

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

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

(End of Provision)

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

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

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

Facsimile (202) 619-8978.

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

(End of Provision)

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)

3.5 52.225-25 PROHIBITION ON CONTRACTING WITH ENTITIES ENGAGING IN CERTAIN ACTIVITIES OR TRANSACTIONS RELATING TO IRAN—REPRESENTATION AND CERTIFICATIONS (DEC 2012)

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

"Person"—

(1) Means—

(i) A natural person;

(ii) A corporation, business association, partnership, society, trust, financial institution, insurer, underwriter, guarantor, and any other business organization, any other nongovernmental entity, organization, or group, and any governmental entity operating as a business enterprise; and

(iii) Any successor to any entity described in paragraph (1)(ii) of this definition; and

(2) Does not include a government or governmental entity that is not operating as a business enterprise.

"Sensitive technology"—

(1) Means hardware, software, telecommunications equipment, or any other technology that is to be used specifically—

(i) To restrict the free flow of unbiased information in Iran; or

(ii) To disrupt, monitor, or otherwise restrict speech of the people of Iran; and

(2) Does not include information or informational materials the export of which the President does not have the authority to regulate or prohibit pursuant to section 203(b)(3) of the International Emergency Economic Powers Act (50 U.S.C. 1702(b)(3)).

(b) The offeror shall email questions concerning sensitive technology to the Department of State at CISADA106@state.gov.

(c) Except as provided in paragraph (d) of this provision or if a waiver has been granted in accordance with 25.703-4, by submission of its offer, the offeror—

(1) Represents, to the best of its knowledge and belief, that the offeror does not export any sensitive technology to the government of Iran or any entities or individuals owned or controlled by, or acting on behalf or at the direction of, the government of Iran;

(2) Certifies that the offeror, or any person owned or controlled by the offeror, does not engage in any activities for which sanctions may be imposed under section 5 of the Iran Sanctions Act. These sanctioned activities are in the areas of development of the petroleum resources of Iran, production of refined petroleum products in Iran, sale and provision of refined petroleum products to Iran, and contributing to Iran's ability to acquire or develop certain weapons or technologies; and

(3) Certifies that the offeror, and any person owned or controlled by the offeror, does not knowingly engage in any transaction that exceeds \$3,000 with Iran's Revolutionary Guard Corps or any of its officials, agents, or affiliates, the property and interests in property of which are blocked pursuant to the International Emergency Economic Powers Act (50 U.S.C. 1701 et seq.) (see OFAC's Specially Designated Nationals and Blocked Persons List at <http://www.treasury.gov/ofac/downloads/t11sdn.pdf>).

(d) Exception for trade agreements. The representation requirement of paragraph (c)(1) and the certification requirements of paragraphs (c)(2) and (c)(3) of this provision do not apply if—

(1) This solicitation includes a trade agreements notice or certification (e.g., 52.225-4, 52.225-6, 52.225-12, 52.225-24, or comparable agency provision); and

(2) The offeror has certified that all the offered products to be supplied are designated country end products or designated country construction material.

(End of Provision)

SECTION C - CONTRACT CLAUSES

Dignity Clause

Respect for Headstones and Markers in National Cemeteries

Handling of Markers and Headstones

1. Every action by contractor personnel at a national cemetery must be performed with the special care, reverence, dignity, and respect that acknowledges the cemetery as the final resting place that commemorates the service and sacrifice that service members, Veterans and their families made for our Nation. Critically important is the awareness required of the Contractor employees of the remains buried in the grounds where the work is performed. The utmost care must be given to these remains and the headstones and flat grave markers that mark those gravesites and memorialize the service of individuals.
 - a. Contractors cannot walk, stand, lean, sit or jump on headstones or markers. Nor can they drive over them. Contractor personnel should use tools approved by the Contracting Officer Representative (COR), such as shovels, pry bars or pinch bars to lift flat markers out of the ground; pick axes are not an acceptable tool.
 - b. No tools, equipment or other items will be placed or leaned on headstones or markers. Once headstones/markers are removed from the socket, do not place on dirt piles or mud; they should be carefully placed on each associated gravesite and protected in such a way as to prevent any soiling and be out of the way of any other work.

- c. Contractor shall be responsible for replacing damaged headstones and markers and for restoring turf damaged during performance of this work.
 - d. Additionally, should any activity result in the exposure and/or damage to any remains, container for remains (i.e., casket or urn), or outer burial container, the contractor must contact the COR, Director/Assistant Director, or Contracting Officer (CO) for guidance.
2. Any doubts as to proper procedures shall be brought to the attention of the COR, Director/Assistant Director, or CO for guidance or resolution.
 3. The contractor is required to discuss the guidance with this contractor employees and have each employee sign a statement of compliance and deliver the signed statement to the COR before work may begin.

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

(B) NOTICE.—

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

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

C.1 52.211-10 COMMENCEMENT, PROSECUTION, AND COMPLETION OF WORK (APR 1984)

The Contractor shall be required to (a) commence work under this contract within 30 calendar days after the date the Contractor receives the notice to proceed, (b) prosecute the work diligently, and (c) complete the entire work ready for use not later than 30 days after receipt of award. The time stated for completion shall include final cleanup of the premises.

(End of Clause)

C.2 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 238160 assigned to contract number .

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

(End of Clause)

C.3 52.225-9 BUY AMERICAN—CONSTRUCTION MATERIALS (MAY 2014)

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

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

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

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

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

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

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

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

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

"Cost of components" means—

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

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

"Domestic construction material" means—

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

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

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

(ii) The construction material is a COTS item.

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

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

(b) Domestic preference.

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

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

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

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

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

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

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

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

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

(B) Unit of measure;

(C) Quantity;

(D) Price;

(E) Time of delivery or availability;

(F) Location of the construction project;

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

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

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

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

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

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

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

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

FOREIGN AND DOMESTIC CONSTRUCTION MATERIALS PRICE COMPARISON

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

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

[Include other applicable supporting information.]

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

(End of Clause)

C.4 52.228-5 INSURANCE—WORK ON A GOVERNMENT INSTALLATION (JAN 1997)

(a) The Contractor shall, at its own expense, provide and maintain during the entire performance of this contract, at least the kinds and minimum amounts of insurance required in the Schedule or elsewhere in the contract.

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

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

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

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

(End of Clause)

C.5 SUPPLEMENTAL INSURANCE REQUIREMENTS

In accordance with FAR 28.307-2 and FAR 52.228-5, the following minimum coverage shall apply to this contract:

(a) Workers' compensation and employers liability: Contractors are required to comply with applicable Federal and State workers' compensation and occupational disease statutes. If occupational diseases are not compensable under those statutes, they shall be covered under the employer's liability section of the insurance policy, except when contract operations are so commingled with a Contractor's commercial operations that it would not be practical to require this coverage. Employer's liability coverage of at least \$100,000 is required, except in States with exclusive or monopolistic funds that do not permit workers' compensation to be written by private carriers.

(b) General Liability: \$500,000.00 per occurrences.

(c) Automobile liability: \$200,000.00 per person; \$500,000.00 per occurrence and \$20,000.00 property damage.

(d) The successful bidder must present to the Contracting Officer, prior to award, evidence of general liability insurance without any exclusionary clauses for asbestos that would void the general liability coverage.

(End of Clause)

C.6 52.228-13 ALTERNATIVE PAYMENT PROTECTIONS (JULY 2000)

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

- (i) PAYMENT BOND
- (ii) AN IRREVOCABLE LETTER OF CREDIT (ILC)
- (iii) TRIPARTITE ESCROW AGREEMENT

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

(c) The submission of the payment protection is required within 15 days of contract award.

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

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

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

(End of Clause)

C.7 52.246-21 WARRANTY OF CONSTRUCTION (MAR 1994)

(a) In addition to any other warranties in this contract, the Contractor warrants, except as provided in paragraph (i) of this clause, that work performed under this contract conforms to the contract requirements and is free of any defect in equipment, material, or design furnished, or workmanship performed by the Contractor or any subcontractor or supplier at any tier.

(b) This warranty shall continue for a period of 1 year from the date of final acceptance of the work. If the Government takes possession of any part of the work before final acceptance, this warranty shall continue for a period of 1 year from the date the Government takes possession.

(c) The Contractor shall remedy at the Contractor's expense any failure to conform, or any defect. In addition, the Contractor shall remedy at the Contractor's expense any damage to Government-owned or controlled real or personal property, when that damage is the result of—

- (1) The Contractor's failure to conform to contract requirements; or
- (2) Any defect of equipment, material, workmanship, or design furnished.

(d) The Contractor shall restore any work damaged in fulfilling the terms and conditions of this clause. The Contractor's warranty with respect to work repaired or replaced will run for 1 year from the date of repair or replacement.

(e) The Contracting Officer shall notify the Contractor, in writing, within a reasonable time after the discovery of any failure, defect, or damage.

(f) If the Contractor fails to remedy any failure, defect, or damage within a reasonable time after receipt of notice, the Government shall have the right to replace, repair, or otherwise remedy the failure, defect, or damage at the Contractor's expense.

(g) With respect to all warranties, express or implied, from subcontractors, manufacturers, or suppliers for work performed and materials furnished under this contract, the Contractor shall—

(1) Obtain all warranties that would be given in normal commercial practice;

(2) Require all warranties to be executed, in writing, for the benefit of the Government, if directed by the Contracting Officer; and

(3) Enforce all warranties for the benefit of the Government, if directed by the Contracting Officer.

(h) In the event the Contractor's warranty under paragraph (b) of this clause has expired, the Government may bring suit at its expense to enforce a subcontractor's, manufacturer's, or supplier's warranty.

(i) Unless a defect is caused by the negligence of the Contractor or subcontractor or supplier at any tier, the Contractor shall not be liable for the repair of any defects of material or design furnished by the Government nor for the repair of any damage that results from any defect in Government-furnished material or design.

(j) This warranty shall not limit the Government's rights under the Inspection and Acceptance clause of this contract with respect to latent defects, gross mistakes, or fraud.

(End of Clause)

C.8 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

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

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

(End of Clause)

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

52.222-1	NOTICE TO THE GOVERNMENT OF LABOR DISPUTES	FEB 1997
52.222-3	CONVICT LABOR	JUN 2003
52.222-6	CONSTRUCTION WAGE RATE REQUIREMENTS	MAY 2014
52.222-7	WITHHOLDING OF FUNDS	MAY 2014
52.222-8	PAYROLLS AND BASIC RECORDS	MAY 2014
52.222-9	APPRENTICES AND TRAINEES	JUL 2005
52.222-10	COMPLIANCE WITH COPELAND ACT REQUIREMENTS	FEB 1988
52.222-11	SUBCONTRACTS (LABOR STANDARDS)	MAY 2014
52.222-12	CONTRACT TERMINATION—DEBARMENT	MAY 2014
52.222-13	COMPLIANCE WITH CONSTRUCTION WAGE RATE REQUIREMENTS AND RELATED REGULATIONS	MAY 2014
52.222-14	DISPUTES CONCERNING LABOR STANDARDS	FEB 1988
52.222-15	CERTIFICATION OF ELIGIBILITY	MAY 2014
52.222-21	PROHIBITION OF SEGREGATED FACILITIES	FEB 1999
52.222-22	PREVIOUS CONTRACTS AND COMPLIANCE REPORTS	FEB 1999
52.222-26	EQUAL OPPORTUNITY	MAR 2007
52.222-27	AFFIRMATIVE ACTION COMPLIANCE REQUIREMENTS FOR CONSTRUCTION	FEB 1999
52.222-50	COMBATING TRAFFICKING IN PERSONS	MAR 2015
52.223-5	POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION	MAY 2011
52.223-18	ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING	AUG 2011
52.222-55	MINIMUM WAGES UNDER EXECUTIVE ORDER 13658	DEC 2014
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
52.232-5	PAYMENTS UNDER FIXED-PRICE CONSTRUCTION CONTRACTS	MAY 2014
52.232-23	ASSIGNMENT OF CLAIMS	MAY 2014
52.232-27	PROMPT PAYMENT FOR CONSTRUCTION CONTRACTS	MAY 2014
52.232-34	PAYMENT BY ELECTRONIC FUNDS TRANSFER—OTHER THAN SYSTEM FOR AWARD MANAGEMENT	JUL 2013
52.232-39	UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS	JUN 2013
52.232-40	PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS	DEC 2013
52.233-1	DISPUTES	MAY 2014
52.233-3	PROTEST AFTER AWARD	AUG 1996
52.233-4	APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM	OCT 2004
52.236-5	MATERIAL AND WORKMANSHIP	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
52.236-12	CLEANING UP	APR 1984
52.236-26	PRECONSTRUCTION CONFERENCE	FEB 1995
52.242-14	SUSPENSION OF WORK	APR 1984
52.243-1	CHANGES—FIXED PRICE ALTERNATE II (APR 1984)	AUG 1987
52.243-5	CHANGES AND CHANGED CONDITIONS	APR 1984
52.244-6	SUBCONTRACTS FOR COMMERCIAL ITEMS	MAR 2015
52.246-12	INSPECTION OF CONSTRUCTION	AUG 1996
52.249-10	DEFAULT (FIXED-PRICE CONSTRUCTION)	APR 1984

C.9 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)

C.10 VAAR 852.211-72 TECHNICAL INDUSTRY STANDARDS (JAN 2008)

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

(End of Provision)

C.11 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)

C.12 VAAR 852.232-72 ELECTRONIC SUBMISSION OF PAYMENT REQUESTS (NOV 2012)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(End of Clause)

C.13 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)

C.14 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)

C.15 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)

C.16 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)

C.17 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)

C.18 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)

C.19 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)

C.20 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)

C.21 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)

C.22 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)

C.23 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)

C.24 VAAR 852.270-1 REPRESENTATIVES OF CONTRACTING OFFICERS (JAN 2008)

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

(End of Provision)

SECTION – D CONTRACT DOCUMENTS, EXHIBITS, OR ATTACHMENTS

ATTACHMENT – A: WAGE DETERMINATION

ATTACHMENT – B: CONTRACT DISCREPANCY REPORT

ATTACHMENT – C: CONTRACTOR PRODUCTION REPORT

ATTACHMENT – D: CONTRACTOR QUALITY REPORT

ATTACHMENT – E: SF1413

ATTACHMENT – F: DEPARTMENT OF LABOR PAYROLL FORM

ATTACHMENT – G: PAST PERFORMANCE QUESTIONNAIRE

DAVIS BACON ACT WAGE DETERMINATION

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

General Decision Number: VA150112 04/03/2015 VA112

Superseded General Decision Number: VA20140112

State: Virginia

Construction Type: Building

Counties: Manassas Park*, Manassas* and Prince William
Counties in Virginia.

*INDEPENDENT CITIES

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	01/09/2015
2	03/06/2015
3	04/03/2015

ASBE0024-012 10/01/2013

	Rates	Fringes
ASBESTOS WORKER/HEAT & FROST INSULATOR.....	\$ 33.13	13.76

Includes the application of all insulating materials, protective coverings, coatings and finishes to all types of mechanical systems

ASBE0024-013 10/09/2013

	Rates	Fringes
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ABATEMENT WORKER: ASBESTOS
 (Removal from Mechanical
 Systems).....\$ 20.86 5.46

 BOIL0045-004 10/01/2013

	Rates	Fringes
BOILERMAKER.....	\$ 32.36	27.62

 BRDC0001-003 05/04/2014

	Rates	Fringes
BRICKLAYER.....	\$ 29.17	8.61

 BRDC0001-004 05/01/2014

	Rates	Fringes
MASON - STONE.....	\$ 34.18	15.63

 BRDC0001-005 05/01/2014

	Rates	Fringes
TILE FINISHER.....	\$ 21.48	9.08

 BRDC0001-006 05/01/2014

	Rates	Fringes
TILE SETTER.....	\$ 26.28	10.00

 CARP0388-007 08/01/2010

	Rates	Fringes
CARPENTER (Including Drywall Hanging & Form Work).....	\$ 26.38	7.06

 ELEC0026-034 11/03/2014

	Rates	Fringes
ELECTRICIAN.....	\$ 42.40	3%+13.70

HVAC Temperature Controls, Alarms on New Construction or
 wherever Alarm System is installed in conduit

 ELEC0026-038 09/01/2014

	Rates	Fringes
SOUND AND COMMUNICATION TECHNICIAN.....	\$ 27.05	8.58

Sound Technician, Low Voltage Wiring for Alarms does not
 include New Construction or Alarms installed in conduit

ELEV0010-006 01/01/2015

	Rates	Fringes
ELEVATOR MECHANIC.....	\$ 41.09	28.385+a+b

a. PAID HOLIDAYS: New Year's Day, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day, Christmas Day and the Friday after Thanksgiving.

b. VACATIONS: Employer contributes 8% of basic hourly rate for 5 years or more of service; 6% of basic hourly rate for 6 months to 5 years of service as vacation pay credit.

 ENGI0077-022 05/01/2013

	Rates	Fringes
Power equipment operators:		
35 ton cranes & above;		
tower & climbing cranes.....	\$ 32.89	8.45+a
Bulldozer.....	\$ 31.65	8.45+a
Excavator; Cranes (All		
Other).....	\$ 32.40	8.45+a
Roller.....	\$ 24.68	8.45+a
Tower cranes and cranes		
100 ton and over.....	\$ 33.96	8.45+a

a. PAID HOLIDAYS: New Year's Day, Inaugural Day, Decoration Day, Independence Day, Labor Day, Martin Luther King's Birthday, Veterans' Day, Thanksgiving Day, Friday after Thanksgiving and Christmas Day.

b. PREMIUM PAY:
 Tower crane and cranes 100-ton and over to receive \$1.00 per hour premium over Group One.

 IRON0005-008 06/01/2014

	Rates	Fringes
IRONWORKER, ORNAMENTAL AND STRUCTURAL.....	\$ 30.25	17.285

 LABO0011-001 09/05/2011

	Rates	Fringes
LABORER: Mason Tender - Cement/Concrete.....	\$ 20.88	6.47

 PAIN0051-029 06/01/2014

	Rates	Fringes
GLAZIER		
\$2 million and Under.....	\$ 24.77	9.85
Over \$2 million.....	\$ 28.61	9.85

 PAIN0051-030 06/01/2014

	Rates	Fringes
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PAINTER (Drywall
 Finishing/Taping, Brush and
 Roller, Spray).....\$ 24.89 9.05

 PLUM0005-013 08/01/2014

	Rates	Fringes
PLUMBER.....	\$ 38.92	16.35+a

a. PAID HOLIDAYS: New Year's Day, Martin Luther King's
 Birthday, Memorial Day, Independence Day, Labor Day,
 Veterans' Day, Thanksgiving Day and the day after
 Thanksgiving and Christmas Day.

 PLUM0602-003 08/01/2014

	Rates	Fringes
PIPEFITTER (Including HVAC Pipe and System Installation)....	\$ 38.24	19.42+a

a. PAID HOLIDAYS: New Year's Day, Martin Luther King's
 Birthday, Memorial Day, Independence Day, Labor Day,
 Veterans' Day, Thanksgiving Day and the day after
 Thanksgiving and Christmas Day.

 ROOF0030-035 05/01/2014

	Rates	Fringes
ROOFER.....	\$ 28.20	10.59

* SFVA0669-005 04/01/2015

	Rates	Fringes
SPRINKLER FITTER (Fire Sprinklers).....	\$ 31.92	18.57

 SHEE0100-003 03/01/2015

	Rates	Fringes
SHEET METAL WORKER (HVAC Duct Installation Only).....	\$ 39.05	16.76+a

a. PAID HOLIDAYS: New Year's Day, Martin Luther King's
 Birthday, Memorial Day, Independence Day, Labor Day,
 Veterans Day, Thanksgiving Day and Christmas Day

 SUVA2010-118 09/20/2010

	Rates	Fringes
BRICK POINTER/CAULKER/CLEANER....	\$ 17.28	0.00
CEMENT MASON/CONCRETE FINISHER...	\$ 16.00	0.00

LABORER: Common or General.....	\$ 12.47	0.00
LABORER: Concrete Worker.....	\$ 11.94	0.00
LABORER: Landscape.....	\$ 10.64	0.00
LABORER: Mason Tender - Brick...	\$ 10.90	2.35
LABORER: Pipelayer.....	\$ 15.47	2.27
OPERATOR: Backhoe.....	\$ 19.20	3.19
OPERATOR: Bobcat/Skid Steer/Skid Loader.....	\$ 15.62	2.40
OPERATOR: Forklift.....	\$ 17.93	7.28
OPERATOR: Loader.....	\$ 20.17	3.22
OPERATOR: Mechanic.....	\$ 18.23	1.59
SHEET METAL WORKER, Excludes HVAC Duct Installation.....	\$ 19.18	0.00
TRUCK DRIVER: Dump Truck.....	\$ 13.25	1.80

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

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

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

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing

the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

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

Survey Rate Identifiers

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

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

Union Average Rate Identifiers

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

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

WAGE DETERMINATION APPEALS PROCESS

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

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

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted

because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

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

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

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

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

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

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

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

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

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END OF GENERAL DECISION

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

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

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

STATEMENT AND ACKNOWLEDGMENT

OMB Control Number: 9000-0014
Expiration Date: 12/31/2014

PAPERWORK REDUCTION ACT STATEMENT: Public reporting burden for this collection of information is estimated to average .05 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspects of this collection of information, including suggestions for reducing this burden, to U.S. General Services Administration, Regulatory Secretariat (MVCB)/IC 9000-0014, Office of Governmentwide Acquisition Policy, 1800 F Street, NW, Washington, DC 20405.

PART I - STATEMENT OF PRIME CONTRACTOR

1. PRIME CONTRACT NO.		2. DATE SUBCONTRACT AWARDED		3. SUBCONTRACT NUMBER	
4. PRIME CONTRACTOR			5. SUBCONTRACTOR		
a. NAME			a. NAME		
b. STREET ADDRESS			b. STREET ADDRESS		
c. CITY		d. STATE	e. ZIP CODE		
c. CITY		d. STATE	e. ZIP CODE		
6. The prime contract <input type="checkbox"/> does, <input type="checkbox"/> does not contain the clause entitled "Contract Work Hours and Safety Standards Act -- Overtime Compensation."					
7. The prime contractor states that under the contract shown in Item 1, a subcontract was awarded on the date shown in Item 2 to the subcontractor identified in item 5 by the following firm:					
a. NAME OF AWARDFIRM					
b. DESCRIPTION OF WORK BY SUBCONTRACTOR					

8. PROJECT		9. LOCATION	
10a. NAME OF PERSON SIGNING		11. BY (Signature)	
10b. TITLE OF PERSON SIGNING		12. DATE SIGNED	

PART II - ACKNOWLEDGMENT OF SUBCONTRACTOR

13. The subcontractor acknowledges that the following clauses of the contract shown in Item 1 are included in this subcontract:

Contract Work Hours and Safety Standards Act - Overtime Compensation (If included in prime contract see Block 6)	Construction Wage Rate Requirements
Payrolls and Basic Records	Apprentices and Trainees
Withholding of Funds	Compliance with Copeland Act Requirements
Disputes Concerning Labor Standards	Subcontracts (Labor Standards)
Compliance with Construction Wage Rate Requirements and Related Regulations	Contract Termination - Debarment
	Certification of Eligibility

14. NAME(S) OF ANY INTERMEDIATE SUBCONTRACTORS, IF ANY

A	C
B	D
15a. NAME OF PERSON SIGNING	
15b. TITLE OF PERSON SIGNING	
16. BY (Signature)	
17. DATE SIGNED	

U.S. Department of Labor

Wage and Hour Division

PAYROLL

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

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



U.S. Wage and Hour Division

Rev. Dec. 2008

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

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

Public Burden Statement

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

Date _____

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

do hereby state:

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

_____ on the
(Contractor or Subcontractor)

_____;
(Building or Work)

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

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

_____ from the full
(Contractor or Subcontractor)

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

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

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

(4) That:

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

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

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

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

(c) EXCEPTIONS

EXCEPTION (CRAFT)	EXPLANATION

REMARKS:

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

**ATTACHMENT G - PAST PERFORMANCE QUESTIONNAIRE
SOLICITATION: VA786-15-Q- 0178**

INSTRUCTIONS: -Offeror to complete boxes 1 through 7 before sending to past customer.
-Boxes 8 through 10 to be completed by past customer of Offeror and returned to: kenneth.dougherty@va.gov no later than the date provided by the solicitation. **NOTE:** It is incumbent upon the offeror to have the customer send the completed questionnaire to email address above by the submission deadline.

1. Contractor Name, Address, Point of Contact:	2. Contract Number:	3. Contract Type:
1a. Name:	4. Contract Value (Current plus any unexercised Options) : \$	5. Period of Performance
1b. Address:	6. Customer Name:	5a. From:
1c. Point of Contact & Contact Information:	6a. Customer Point of Contact Information (email):	5b. To:

7. DESCRIPTION OF REQUIREMENT:

8. RATINGS - Summarize contractor performance and check the box corresponding to the performance rating for each category. See Rating Guidelines on second page for rating descriptions.

8a. QUALITY	1 [] 2 [] 3 [] 4 [] 5 []	COMMENTS
8b. PROBLEM RESOLUTION	1 [] 2 [] 3 [] 4 [] 5 []	COMMENTS
8c. COST CONTROL	1 [] 2 [] 3 [] 4 [] 5 []	COMMENTS
8d. TIMELINESS	1 [] 2 [] 3 [] 4 [] 5 []	COMMENTS
8e. BUSINESS RELATIONS	1 [] 2 [] 3 [] 4 [] 5 []	COMMENTS
8f. CUSTOMER SERVICE	1 [] 2 [] 3 [] 4 [] 5 []	COMMENTS

9. OVERALL RATING:	
10. PRINTED NAME AND SIGNATURE OF EVALUATOR:	10a. EVALUATION DATE:

RATING GUIDELINES

QUALITY OF PRODUCT OR SERVICES

- 1 *Unsatisfactory*
Nonconformance jeopardizes the achievement of contract goals: default.
- 2 *Poor*
Nonconformance requires major agency intervention to ensure achievement of contract goals: show cause or cure notices

- 3 *Fair*
Quality meets specifications in most cases, however, some agency intervention required to ensure achievement of contract requirements.
- 4 *Good*
Quality meets specification in all cases.
- 5 *Excellent*
Quality exceeds specifications in some cases.

PROBLEM RESOLUTION

- 1 *Unsatisfactory*
Inadequately resolved problems jeopardize contract goals.
- 2 *Poor*
Significant agency intervention required to resolve problems jeopardizing contract goals.
- 3 *Fair*
Some agency intervention required to resolve problems jeopardizing contract goals.
- 4 *Good*
Successfully overcomes or resolves all problems and achieves contract goals with minimal agency intervention.
- 5 *Excellent*
Anticipates and avoids most problems and successfully overcomes all unforeseen problems.

COST CONTROL

- 1 *Unsatisfactory*
Cost increases jeopardize achievement of contract goals: or billings routinely include unallowable costs.
- 2 *Poor*
Significant cost increases; or some inaccurate billings including some with unallowable costs.
- 3 *Fair*
Minor cost increases; or some inaccurate billings, but a minimal (1-2) number of unallowable cost.
- 4 *Good*
Contractor performed within cost; but some late billings, none with unallowable costs.
- 5 *Excellent*
Costs were less than the amount cited in the contract; and billings accurate and timely.

TIMELINESS OF PERFORMANCE

- 1 *Unsatisfactory*
Delays jeopardize the achievement of contract goals.
- 2 *Poor*
Significant delays.
- 3 *Fair*
Minor delays.
- 4 *Good*
All deliverables on time.
- 5. *Excellent*

BUSINESS RELATION

- 1 *Unsatisfactory*
Unethical or illegal business practices
- 2 *Poor*
Business practices are not attuned to customer support
- 3 *Fair*
Business practices are somewhat attuned to customer support.
- 4 *Good*
Business practices focus on customer support.
- 5 *Excellent*
Highly effective, proactive business practices focused on customer support.

CUSTOMER SERVICE

- 1 *Unsatisfactory*
Response to service requests is routinely late, ineffective or rude; customers express frustration or anger about many interactions; complaints are unresolved; contractor seems unaware of service issues.
- 2 *Poor*
Response to service requests is often late, ineffective or rude; some complains are resolved.
- 3 *Fair*
Response to service requests is uneven in timing or effectiveness; customer interactions are tenuous; contractor is trying hard and understands services issues.
- 4 *Good*
Response to service requests is timely, effective and courteous; customers express positive feedback; delivery of service is smooth and organized; collects customer feedback; customer problems are resolved well.
- 5 *Excellent*
Response to service requests is timely, effective and courteous; the contractor is proactive in building good relations with customers, proposing new service strategies, analyzing and reporting on service loads and collecting and using customer feedback.