

SOLICITATION, OFFER, AND AWARD (Construction, Alteration, or Repair)	1. SOLICITATION NO. VA786-15-R-0337	2. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)	3. DATE ISSUED 07/16/2015	PAGE OF PAGES 1 of 71
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IMPORTANT - The "offer" section on the reverse must be fully completed by offeror.

4. CONTRACT NO.  CODE	5. REQUISITION/PURCHASE REQUEST NO. PR 9125-000010	6. PROJECT NO. 912-NRM15-09
7. ISSUED BY Department of Veterans Affairs NCA Contracting Service, MSN I  5000 Wissahickon Ave Philadelphia, PA 19144	43C1	8. ADDRESS OFFER TO Department of Veterans Affairs NCA Contracting Service  https://www.vendorportal.ecms.va.gov
9. FOR INFORMATION CALL:	A. NAME Iris Chen, iris.chen1@va.gov	B. TELEPHONE NO. (Include area code) (NO COLLECT CALLS) 215-381-3787 x 4635

#### SOLICITATION

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

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

Contractor shall provide all labor, equipment, material and supervision necessary to perform construction survey, extend the existing 12' high perimeter fence between the cemetery and the adjacent prison approximately 490 LF to the front entrance road road with a new, similar, 12' high, 9 gauge, galvanized steel, chain link fence, along the cemetery/prison boundary.

Work is located at the West Virginia National Cemetery, 42 Veteran's Memorial Lane, Grafton, WV 26354.  
This procurement is a 100% set-aside for Service Disabled Veteran Owned Small Business Small.

FAR 52.228-13 Alternative Payment Protection is Applicable. See 4.7 under general conditions for choices.

NAICS CODE: 238190 Size Standard: \$15 Million, Magnitude of Construction: between \$25,000 and \$100,000.

Contractor shall begin performance within 15 calendar days and complete work within 45 calendar days after receiving the the notice to proceed.

Pre-bid Site Visit: 07/21/2015 @ 10:00am local time, meet at the Admin Office. To schedule another day, please contact COR: Chad Mayle at phone number +1 (304) 265-2044 or email: Chad.Mayle@va.gov (see site visit provision)

For information regarding this solicitation, submit all questions by email before 07/23/2015 at 2:00 pm EST.  
Submit questions to Iris.Chen1@va.gov

Proposals due to the vendor's portal (hyperlink in Block 8) by: 07/30/2015 at 2:00 PM EST. See instructions on Pages 22-25.

Vendor DUNS #: \_\_\_\_\_  
Vendor POC: \_\_\_\_\_  
Vendor Phone: \_\_\_\_\_  
Vendor Email: \_\_\_\_\_

11. The Contractor shall begin performance within 15 calendar days and complete it within 45 calendar days after receiving  
☐ award, ☒ notice to proceed. This performance period is ☒ mandatory, ☐ negotiable. (See 52.211-10.)

12A. THE CONTRACTOR MUST FURNISH ANY REQUIRED PERFORMANCE AND PAYMENT BONDS? (If "YES," indicate within how many  
calendar days after award in Item 12B.)  
☐ YES ☒ NO

#### 13. ADDITIONAL SOLICITATION REQUIREMENTS:

- A. Sealed offers in original and 1 copies to perform the work required are due at the place specified in Item 8 by 2PM EST  
(hour) local time 07/30/2015 (date). If this is a sealed bid solicitation, offers must be publicly opened at that time. Sealed  
envelopes containing offers shall be marked to show the offeror's name and address, the solicitation number, the date and time offers are due
- B. An offer guarantee ☐ is, ☒ is not required.
- C. All offers are subject to the (1) work requirements, and (2) other provisions and clauses incorporated in the solicitation in full text or by reference
- D. Offers providing less than 90 calendar days for Government acceptance after the date offers are due will not be  
considered and will be rejected.

## OFFER(Must be fully completed by offeror)

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

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

AMOUNTS

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

## 19. ACKNOWLEDGMENT OF AMENDMENTS

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

AMENDMENT NO.										
DATE										

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

21. ITEMS ACCEPTED:

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

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

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## SECTION B - DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK

### B.1 SCOPE OF WORK

**Project Location: WEST VIRGINIA NATIONAL CEMETERY**

**Project Title: EMERGENCY EXTENSION OF PERIMETER FENCE**

**Project Control #: 912-NRM15-09**

Contractor shall provide all labor, equipment, material and supervision necessary to perform construction survey, extend the existing 12' high perimeter fence between the cemetery and the adjacent prison approximately 490 LF to the front entrance road with a new, similar, 12' high, 9 gauge, galvanized steel, chain link fence, along the cemetery/prison boundary. New fence shall be similar in appearance and material as the existing fence in the attached photograph and be of domestic origin. New fence shall include approx. 490 LF of 12' high 9 gauge galvanized chain link fence fabric, approx. 51 each galvanized 2-3/8" Sch 40 double top extension arms, approx. 490 LF of 6 strands galvanized barbed wire, approx 51 each galvanized 2-3/8" Sch 40 eye tops, approx. 490 LF galvanized 7 gauge top tension wire, approx. 490 LF galvanized 1-5/8" Sch 40 high middle rail, approx. 490 LF galvanized 1-5/8" Sch 40 low middle rail, approx. 490 LF galvanized 1-5/8" Sch 40 bottom rail, approx. 3 each galvanized 4" Sch 40 terminal posts, approx. 48 each galvanized 2-7/8" Sch 40 line posts, and approx. 3 each galvanized 1-5/8" Sch 40 double brace rail with 3/8" truss rods. All posts shall be installed in ground in concrete, to a minimum 9" diameter and 3' depth. Work is located at the West Virginia National Cemetery, 42 Veteran's Memorial Lane, Grafton, WV 26354.

**Pre-Bid Site Visit:** Bidders are urged and expected to inspect, site investigate by observation, and Request for Information (RFI) and responses through the Contracting Office to satisfy their understanding of the work to be done, all general, local and technical conditions that may affect the cost and the feasibility of their proposal. In no event shall failure to inspect the site constitute grounds for a claim after award. The Contracting Officer Representative (COR) will arrange a single date and time for a Pre-Bid Meeting to take place on-site with the Cemetery Director and prospective bidders. **All questions will be directed through the required RFI submission process to ensure we give all parties the same information.** If you are planning to conduct an additional site visit YOU MUST CONTACT one of the following National Cemetery Administration personnel to make arrangements:

Cemetery POC(s):

Brian (Keith) Barnes, Cemetery Director..... (304) 265-2044

Chad Mayle, Operations and Maintenance Foreman (COR)..... (304) 265-2044

North Atlantic District Technical POC:

Thomas V. Vennochi Jr., MSN I General Engineer..... (215) 381-3787 (ext. 4650)

## B.2 PRICE SCHEDULE

Contractor shall provide all labor, equipment, material and supervision necessary.

### 1.1 PRICE SCHEDULE

ITEM NO.	DESCRIPTION	EST QTY	UNIT	TOTAL PRICE
001	Contractor will provide all labor, equipment, material and supervision necessary to perform construction survey, extend the existing 12' high perimeter fence between the cemetery and the adjacent prison approximately 490 LF to the front entrance road with a new, similar, 12' high, 9 gauge, galvanized steel, chain link fence, along the cemetery/prison boundary. New fence shall be similar in appearance and material as the existing fence in the attached photograph and be of domestic origin. New fence shall include approx. 490 LF of 12' high 9 gauge galvanized chain link fence fabric, approx. 51 each galvanized 2-3/8" Sch 40 double top extension arms, approx. 490 LF of 6 strands galvanized barbed wire, approx. 51 each galvanized 2-3/8" Sch 40 eye tops, approx. 490 LF galvanized 7 gauge top tension wire, approx. 490 LF galvanized 1-5/8" Sch 40 high middle rail, approx. 490 LF galvanized 1-5/8" Sch 40 low middle rail, approx. 490 LF galvanized 1-5/8" Sch 40 bottom rail, approx. 3 each galvanized 4" Sch 40 terminal posts, approx. 48 each galvanized 2-7/8" Sch 40 line posts, and approx. 3 each galvanized 1-5/8" Sch 40 double brace rail with 3/8" truss rods. All posts shall be installed in ground in concrete, to a minimum 9" diameter and 3' depth. Work is located at the West Virginia National Cemetery, 42 Veteran's Memorial Lane, Grafton, WV 26354.	1	JOB	\$ _____

Duration: Term of the contract shall be forty-five days (45 days) from date of award. The Contractor shall complete all work within 45 calendar days after receipt of Notice of Award, subject to all terms, conditions, provisions and schedules of the contract.

**(END OF PRICE SCHEDULE)**

## B.3 STATEMENT OF WORK

### 1.0 Background

The existing 12' high chain link perimeter fence along the boundary between the West Virginia National Cemetery and the adjacent Prison ends mid-way through the cemetery and does not extend all the way to the front entrance road. The perimeter fence provides a large opening where prisoners can just walk onto the cemetery grounds. The cemetery is being used as a drop off point for various items from the public for the prisoners, including illegal drugs. The existing perimeter fence needs to be extended approximately 490 feet to the front entrance road in order to improve the health and safety of the public and cemetery employees.

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

### 3.0 Scope of Work

3.1 Perform construction survey. Extend the existing 12' high perimeter fence between the cemetery and the adjacent prison approximately 490 LF to the front entrance road with a new, similar, 12' high, 9 gauge, galvanized steel, chain link fence, along the cemetery/prison boundary. New fence shall be similar in appearance and material as the existing fence in the attached photograph and be of domestic origin. New fence shall include approx. 490 LF of 12' high 9 gauge galvanized chain link fence fabric, approx. 51 each galvanized 2-3/8" Sch 40 double top extension arms, approx. 490 LF of 6 strands galvanized barbed wire, approx 51 each galvanized 2-3/8" Sch 40 eye tops, approx. 490 LF galvanized 7 gauge top tension wire, approx. 490 LF galvanized 1-5/8" Sch 40 high middle rail, approx. 490 LF galvanized 1-5/8" Sch 40 low middle rail, approx. 490 LF galvanized 1-5/8" Sch 40 bottom rail, approx. 3 each galvanized 4" Sch 40 terminal posts, approx. 48 each galvanized 2-7/8" Sch 40 line posts, and approx. 3 each galvanized 1-5/8" Sch 40 double brace rail with 3/8" truss rods. All posts shall be installed in ground in concrete, to a minimum 9" diameter and 3' depth.

3.2 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 45 calendar days after receipt of Notice of Award, 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.

#### 4.4 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:

Brian (Keith) Barnes, Cemetery Director  
West Virginia National Cemetery  
42 Veteran's Memorial Lane  
Grafton, WV 26354

Tel: (304) 265-2044  
Email: Brian.Barnes@va.gov

Chad Mayle (COR), Cemetery Foreman  
West Virginia National Cemetery  
42 Veteran's Memorial Lane  
Grafton, WV 26354

Tel: (304) 265-2044  
Email: Chad.Mayle@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 4500 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.

#### 5.10 Chain Link Fences

5.10.1 General Description: This work consists of all labor, materials, and equipment necessary for furnishing and installing chain link fence and accessories in conformance with the lines, grades, and details as indicated in paragraph 3.0 Scope of Work.

5.10.2 Manufacturer's Qualifications: Fence and accessories shall be products of manufacturers' regularly engaged in manufacturing items of type described and shall be of domestic origin.

5.10.3 Submittals: In accordance with paragraph 5.7 Submittals, Samples and Shop Drawings; furnish the following:

5.10.3.1 Manufacturer's Literature and Data: Chain link fencing and all accessories.

5.10.3.2 Manufacturer's Certificates: Statement(s) signed by an official authorized to certify on behalf of the manufacturer(s) of the products provided, attesting that the steel galvanized chain link fence and component materials meet the minimum requirements referred to in this statement of work. The products provided shall only be acceptable from qualified manufacturers having a minimum of five years' experience manufacturing thermally fused galvanized steel chain link fencing of the type indicated.

5.10.3.3 Shop Drawings for Chain Link Fence and all components of functional fence system, including layout of fences with dimensions, elevations, details, and finishes of components, accessories, and post foundations. Include all details of fencing and attachments to any walls or buildings around the enclosed area.

5.10.3.4 Manufacturer's catalog cuts indicating materials compliance and specified options.

5.10.3.5 Operation and Maintenance Manuals.

5.10.3.6 Certification that fence alignment meets requirements of this statement of work.

#### 5.10.4 Samples:

5.10.4.1 For each galvanized coated product indicated, furnish in 150 mm (6-inch) lengths for components and on full-sized units for accessories.

5.10.4.2 Furnish sample of special warranty.

#### 5.10.5 Warranty

5.10.5.1 Special Warranty: Furnish in manufacturer's standard form in which manufacturer and/or installer agrees to repair or replace components of chain-link fences and components that fail in materials or workmanship within specified warranty period.

5.10.5.1.1 Failures include, but are not limited to, deterioration of metals, galvanized finishes, and other materials beyond normal weathering.

5.10.5.1.2 Special Warranty Period: Two (2) years from date of completion.

#### 5.10.6 Applicable Publications

##### 5.10.6.1 American Society for Testing and Materials (ASTM):

A392-07	Zinc-Coated Steel Chain-Link Fence Fabric	
A817-07	Metal-Coated Steel Wire for Chain-Link Fence Fabric and Marcellled	Tension Wire
C94/C94M-09	Ready-Mixed Concrete	
F567-07	Installation of Chain-Link Fence	
F626-08	Fence Fittings	
F1083-08	Pipe, Steel, Hot-Dipped Zinc-Coated (Galvanized) Welded, for Fence Structures.	

##### 5.10.6.2 Federal Specifications (Fed. Spec.):

A-A-59486A	Padlock Set (Individually Keyed or Keyed Alike)
FF-P-110H	Type EPC

#### 5.10.7 Products

5.10.7.1 Materials shall conform to ASTM F1083 and ASTM A392 ferrous metals, zinc-coated; and detailed requirements forming the various parts below. Zinc-coat metal members (including fabric, gates, posts, rails, hardware and other ferrous metal items) after fabrication shall be reasonably free of excessive roughness, blisters and sal-ammoniac spots.

5.10.7.2 Chain Link Fabric: ASTM A392 9 gauge wire woven in a 50 mm (2 inch) mesh. Top and bottom selvage shall have selvage knuckle finish. Zinc-coating weight shall be 570 g/m<sup>2</sup> (2.0 ounces per square foot).

5.10.7.3 Post for Fencing: Provide members with minimum dimensions and wall thickness according to ASTM F1083, Grade SK-40A, round, zinc-coated steel, and diameter as indicated in paragraph 3.0 Scope of Work. Minimum dimensions and weights of posts shall conform to the tables in the ASTM Specification, based upon the size and type of fence material and the spacing as indicated on Drawings. Provide post braces and truss rods for each corner, pull or end post. Provide truss rods with turnbuckles or other equivalent provisions for adjustment.

5.10.7.4 Middle & Bottom Rails: ASTM F1083, Grade SK-40A, round, zinc-coated steel. Dimensions and weights of posts shall conform to the tables in the ASTM Specification; fitted with suitable expansion sleeves and means for securing rail to corner and end posts and diameter as indicated in paragraph 3.0 Scope of Work.

5.10.7.5 Top Tension Wire: ASTM A817 and ASTM F626, 7 gauge, zinc-coated, having minimum coating the same as the fence fabric.

5.10.7.6 Accessories: Accessories as necessary including double extension arms, 6 strand barbed wire, eye tops, caps, rail and brace ends, wire ties or clips, braces and tension bands, tension bars, truss rods, and miscellaneous accessories conforming to ASTM F626 and as indicated in paragraph 3.0 Scope of Work.

5.10.7.7 Concrete: ASTM C94/C94M, using 19 mm (3/4 inch) maximum-size aggregate, and having minimum compressive strength of 25 mPa (3000 psig) at 28 days. Non-shrinking grout shall consist of one part Portland cement to three parts clean, well-graded sand, non-shrinking grout additive and the minimum amount of water to produce a workable mix.

#### 5.10.8 Execution

5.10.8.1 Installation: Install fence by properly trained crew, on previously prepared surfaces, to line and grade as shown. Install fence in accordance with ASTM F567 and with the manufacturer's printed installation instructions, except as modified herein or as shown. Maintain all equipment, tools, and machinery while on the project in sufficient quantities and capacities for proper installation of posts, chain links and accessories.

5.10.8.2 Excavation, Backfill, Compaction, Post Concrete Footings, Topsoil, Sod: All fence posts shall be embedded in concrete to a depth of approx. 6'. Post hole and concrete post footing diameter shall be approx. 1'. Excavation for concrete-embedded posts shall be of the dimensions sufficient to provide the 1' diameter concrete footing. Clear loose material from post holes. Compact native soil and topsoil by hand around finished concrete footings to 90% compaction. Replace existing landscaping material in kind to a depth of 6" around finished concrete foundations. For replacement of turf, apply 6" topsoil and sod around finished concrete foundations and maintain proper moisture content until turf is established and acceptable to the COR. Dispose of excess material offsite or as directed by COR. Construction debris shall be removed from the landscape material around finished concrete footings by the contractor.

5.10.8.3 Post Setting: Install posts plumb and in alignment. Set post in concrete footings of dimensions as indicated above. Thoroughly compact concrete so as it to be free of voids and finished in a slope or dome to divert water running down the post away from the foundation. Straight runs between braced posts shall not exceed 150 m (500 feet). Cure concrete and grout a minimum of 72 hours before any further work is done on the posts.

5.10.8.4 Post Caps: Fit all exposed ends of post with caps. Provide caps that fit snugly and are weather tight. Install post caps as recommended by the manufacturer.

5.10.8.5 Barbed Wire Extension Arms: Provide extension arms to be weather tight. Install 6 strand barbed wire and double extension arms as required in paragraph 3.0 Scope of Work and recommended by the manufacturer.

5.10.8.6 Middle and Bottom Rails: Install rails before installing chain link fabric. Provide suitable means for securing rail ends to terminal and intermediate post. The rails shall have expansion couplings (rail sleeves) spaced as recommended by the manufacturer.

5.10.8.7 Top Tension Wire: Install and pull taut tension wire before installing the chain-link fabric.

5.10.8.8 Accessories: Supply accessories ( 6 strand barbed wire, extension arms, posts braces, tension bands, tension bars, truss rods, and miscellaneous accessories), as required in paragraph 3.0 Scope of Work and recommended by the manufacturer, to accommodate the installation of a complete fence, with fabric that is taut and attached properly to posts, rails, and tension wire.

5.10.8.9 Fabric: Pull fabric taut and secured with wire ties or clips to the middle and bottom rails and top tension wire for fence, close to both sides of each post and at intervals of not more than 600 mm (24 inches) on centers. Secure fabric to posts using stretcher bars and ties or clips.

5.10.8.10 Repair of Galvanized Surfaces: Use galvanized repair compound, stick form, or other method, where galvanized surfaces need field or shop repair. Repair surfaces in accordance with the manufacturer's printed directions.

5.10.8.11 Final Clean-up: Remove all debris, rubbish and excess material from the station.

#### 6.0 General Requirements

## 6.1 Fire Safety

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

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

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

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

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

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

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

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

## 6.2 Operation & Storage Areas

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

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

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

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

6.2.5 The Contractor shall provide 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 52.212 4 and VAAR 852.236 88) 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.

#### 6.19 Dignity Clause

6.19.1 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.

6.19.2 Contractors cannot walk, stand, lean, sit or jump on headstones or markers. Nor can they drive over them

**(END OF STATEMENT OF WORK)**

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

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

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

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

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

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

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

#### **DESCRIPTION OF WORK:**

Magnitude of Construction: Between \$25,000 and \$100,000.

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

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

#### General Instructions

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

#### 2. GOVERNMENT INVOICE ADDRESS:

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

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

OB10 link: <http://www.tungsten-network.com/customer-campaigns/veterans-affairs/>

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

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

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

1. Please go to the VA eCMS Vendor Portal website at <https://www.vendorportal.ecms.va.gov> to register. Once on the webpage, proceed to the Vendor Portal Login section located on the far left side of the webpage and click on 'Request a user account' to register. In the event an Offeror is unable to submit a proposal through the Vendor Portal domain, prior to the proposal closing date, contact the VAAS helpdesk at 1-877-634-3739, or via email at [VA.Acquisition.Systems@va.gov](mailto: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.

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

Offeror could not submit a proposal via Vendor Portal, the Offeror will be considered non responsive and the CD version of the proposal will not be accepted.

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

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

4. The proposal package should contain the following:

- SF-1442 with completed signature and date and also fill in the DUNS , POC and Email.
- Acknowledgement of any Amendments.
- Price Proposal for all items in the Schedule of Prices. (section B.2)
- Technical proposal – (see below for instructions)
  - 1. Required Licenses, Bonding-if needed, Insurance, Resumes, etc.
- Past Performance Questionnaire. Fill out and return within 5 days of Proposal Package submission. (Attachment G)
- Completed FAR Provision 52.212-3 “Certifications and Representations” and/or indicate whether contractor has completed the annual representations and certifications electronically at <http://www.sam.gov>.

**Please upload all as one file except the tech proposal, which should be separate, and email past performance form completed.**

**4. QUESTIONS:** All questions pertaining to this solicitation shall be submitted via email to [Iris.Chen1@va.gov](mailto:Iris.Chen1@va.gov) no later than 07/23/2015 at 2:00 p.m. EST. Responses to all questions received by this date will be posted on FedBizOps within two (2) business days following 07/23/2015. No questions will be answered by phone calls and no questions will be accepted after that date.

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

#### **5. LIMITATIONS ON SUBCONTRACTING – MONITORING AND COMPLIANCE:**

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

The contractor is advised in performing contract administration functions, the CO may use the services of a support contractor(s) retained by VA to assist in assessing the contractor’s compliance with the limitations on subcontracting or percentage of work performance requirements specified in the clause. To that end, the support contractor(s) may

require access to contractor's offices where the contractor's business records or other proprietary data are retained and to review such business records regarding the contractor's compliance with this requirement. All support contractors conducting this review on behalf of VA will be required to sign an "Information Protection and Non-Disclosure and Disclosure of Conflicts of Interest Agreement" to ensure the contractor's business records or other proprietary data reviewed or obtained in the course of assisting the CO in assessing the contractor for compliance are protected to ensure information or data is not improperly disclosed or other impropriety occurs. Furthermore, if VA determines any services the support contractor(s) will perform in assessing compliance are advisory and assistance services as defined in FAR 2.101, Definitions, the support contractor(s) must also enter into an agreement with the contractor to protect proprietary information as required by FAR 9.505-4, Obtaining Access to Proprietary Information, paragraph (b). The contractor is required to cooperate fully and make available any records as may be required to enable the CO to assess the contractor's compliance with the limitations on subcontracting or percentage of work performance requirement.

## **6. METHOD OF AWARD:**

**100% set-aside to Service Disabled Veteran Owned Small Business (SDVOSB)**

### **Evaluation Process for Award**

#### **Evaluation Process:**

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

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

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

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

#### **A. Price:**

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

- Experience of company in performing this type of work? Have you done/performed services for other Federal facilities in the past? Describe past similar projects completed. Please explain/elaborate. See SOW for more information of what is needed.
- Qualification of Technical/key Personnel (e.g. resumes of key personnel, training, experience, certifications)
- Staffing Plan/Equipment (list)
- Performance Plan:



Submit a detailed performance plan to indicate how the contractor plans to meet the goals of the cemetery (i.e. Required tasks, Quality Control Plan, projected man-hours, performance schedule, etc. (see SOW)). The contractor's proposal will be evaluated on how well it meets the performance goals of this contract.

- C. Past Performance:** Past performance will be evaluated for quality, schedule (i.e. recent), price control, business relations, management 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. FAR 15.305(a)(2) will be used to evaluate past performance of prospective offerors. Responsibility determination will be made in accordance with FAR 9.1 Responsible Prospective Contractors.

**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 emailed to: [iris.chen1@va.gov](mailto:iris.chen1@va.gov) by the reference's no later than **5 days** after the solicitation's closing date and time. The references chosen by the offeror 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.

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

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

## Proposal Submittal Instruction

See table below to summarize how to submit a proposal.

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

**Please upload all as one file except the tech proposal, which should be separate, and past performance, which should be emailed to iris.chen1@va.gov no later than 5 days after the solicitation's closing date and time.**

## **2.2 ADDITIONAL REQUIREMENTS FOR BAR CHART SCHEDULE**

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

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

B. Updated Schedules and Updating Procedures

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

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

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

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

(End of Clause)

## **2.3 52.203-98 PROHIBITION ON CONTRACTING WITH ENTITIES THAT REQUIRE CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS – REPRESENTATION (DEVIATION 2015-02) (FEB 2015)**

(a) In accordance with section 743 of Division E, Title VII, of the Consolidated and Further Continuing Resolution Appropriations Act, 2015 (Pub. L. 113-235), Government agencies are not permitted to use funds appropriated (or otherwise made available) under that or any other Act for contracts with an entity that requires employees or subcontractors of such entity seeking to report fraud, waste, or abuse to sign internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

(b) The prohibition in paragraph (a) of this provision does not contravene requirements applicable to Standard Form 312, Form 4414, or any other form issued by a Federal department or agency governing the nondisclosure of classified information.

(c) *Representation.* By submission of its offer, the Offeror represents that it does not require employees or subcontractors of such entity seeking to report fraud, waste, or abuse to sign internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

(End of provision)

## 2.4 52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a firm fixed price contract resulting from this solicitation.

(End of Provision)

## 2.5 52.222-5 CONSTRUCTION WAGE RATE REQUIREMENTS—SECONDARY SITE OF THE WORK (May 2014)

(a)

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

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

(b)

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

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

(End of Provision)

## 2.6 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
2.1%	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 Tiers for construction work under the contract resulting from this solicitation. The notification shall list the—

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

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

(End of Provision)

## **2.7 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)

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

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

(b) **Please call the cemetery to schedule a site visit.**

If you are planning to conduct a site visit YOU MUST CONTACT one of the following National Cemetery Administration personnel to make arrangements:

Brian (Keith) Barnes, Cemetery Director..... (304) 265-2044

Chad Mayle, Operations and Maintenance Foreman (COR)..... (304) 265-2044

(End of Provision)

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

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

(End of Provision)

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

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

(End)

## 2.11 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):

<b><u>FAR Number</u></b>	<b><u>Title</u></b>	<b><u>Date</u></b>
52.209-2	PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS--REPRESENTATION	DEC 2014
52.214-34	SUBMISSION OF OFFERS IN THE ENGLISH LANGUAGE	APR 1991
52.214-35	SUBMISSION OF OFFERS IN U.S. CURRENCY	APR 1991
52.215-1	INSTRUCTIONS TO OFFERORS—COMPETITIVE ACQUISITION	JAN 2004

52.225-25	PROHIBITION ON CONTRACTING WITH ENTITIES ENGAGING IN CERTAIN ACTIVITIES OR TRANSACTIONS RELATING TO IRAN— REPRESENTATION AND CERTIFICATIONS	DEC 2012
52.236-28	PREPARATION OF PROPOSALS-CONSTRUCTION	OCT 1997
852.273-70	LATE OFFERS	JAN 2003

(End of Provision)

## REPRESENTATIONS AND CERTIFICATIONS

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

(a)

(1) The North American Industry classification System (NAICS) code for this acquisition is 238190.

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

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

(b)

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

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

☐ (i) Paragraph (d) applies.

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

(c)

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

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

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

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

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

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

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

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

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

(B) Exceed the simplified acquisition threshold; and

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

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



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- (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.

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

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

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

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

[Contracting Officer check as appropriate.]

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

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

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

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

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

\_\_\_ (vi) 52.227-6, Royalty Information.

\_\_\_ (A) Basic.

\_\_\_ (B) Alternate I.

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

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

FAR Clause	Title	Date	Change

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

(End of Provision)

## GENERAL CONDITIONS

### 4.1 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: \$250,000.00 per person; \$500,000.00 per occurrence and \$100,000.00 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)

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

(B) NOTICE.—

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

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

### 4.3 52.203-99 PROHIBITION ON CONTRACTING WITH ENTITIES THAT REQUIRE CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS (DEVIATION 2015-02) (FEB 2015)

(a) The Contractor shall not require employees or subcontractors seeking to report fraud, waste, or abuse to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

(b) The contractor shall notify employees that the prohibitions and restrictions of any internal confidentiality agreements covered by this clause are no longer in effect.

(c) The prohibition in paragraph (a) of this clause does not contravene requirements applicable to Standard Form 312, Form 4414, or any other form issued by a Federal department or agency governing the nondisclosure of classified information.

(d)(1) In accordance with section 743 of Division E, Title VII, of the Consolidated and Further Continuing Resolution Appropriations Act, 2015 (Pub. L. 113-235), use of funds appropriated (or otherwise made available) under that or any other Act may be prohibited, if the Government determines that the Contractor is not in compliance with the provisions of this clause.

(2) The Government may seek any available remedies in the event the contractor fails to comply with the

provisions of this clause.

(End of clause)

#### **4.4 52.211-10 COMMENCEMENT, PROSECUTION, AND COMPLETION OF WORK (APR 1984)**

The Contractor shall be required to (a) commence work under this contract within 15 calendar days after the date the Contractor receives the notice to proceed, (b) prosecute the work diligently, and (c) complete the entire work ready for use not later than 30 days. The time stated for completion shall include final cleanup of the premises.

(End of Clause)

#### **4.5 52.219-28 POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION (JUL 2013)**

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

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

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

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

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

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

(3) For long-term contracts—

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

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

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

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

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

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

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

The Contractor represents that it [ ] is, [ ] is not a small business concern under NAICS Code 221310 assigned to contract number .  
[Contractor to sign and date and insert authorized signer's name and title].

(End of Clause)

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

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

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

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

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

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

(iii) Offered to the Government, under a contract or subcontract at any Tiers, 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—

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

(ii) The construction material is a COTS item.

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

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

(b) Domestic preference.

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

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

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

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

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

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

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

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

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

(B) Unit of measure;

(C) Quantity;

(D) Price;

(E) Time of delivery or availability;

(F) Location of the construction project;

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

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

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

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

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

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

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

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

FOREIGN AND DOMESTIC CONSTRUCTION MATERIALS PRICE COMPARISON

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

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

[Include other applicable supporting information.]

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

(End of Clause)

## 4.7 52.228-13 ALTERNATIVE PAYMENT PROTECTIONS (JUL 2000)

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

- i. a payment bond;
- ii. an irrevocable letter of credit; or
- iii. a certificate of deposit.

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

(c) The submission of the payment protection is required within 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)

#### 4.8 52.252-2 NOTICE LISTING CLAUSES INCORPORATED BY REFERENCE

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

##### FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1)

<u>FAR Number</u>	<u>Title</u>	<u>Date</u>
52.204-9	PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL	JAN 2011
52.204-10	REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS	JULY 2013
52.204-12	DATA UNIVERSAL NUMBERING SYSTEM NUMBER MAINTENANCE	DEC 2012
52.204-19	INCORPORATION BY REFERENCE OF REPRESENTATIONS AND CERTIFICATIONS	DEC 2014
52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH	AUG 2013
52.209-10	PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS	DEC 2014
52.211-12	LIQUIDATED DAMAGES – CONSTRUCTION	SEP 2000
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	APR 2015
52.222-22	PREVIOUS CONTRACTS AND COMPLIANCE REPORTS	APR 2015
52.222-26	EQUAL OPPORTUNITY	MAR 2007
52.222-27	AFFIRMATIVE ACTION COMPLIANCE REQUIREMENTS FOR CONSTRUCTION	APR 2015
52.222-36	EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES	JUL 2014
52.222-50	COMBATING TRAFFICKING IN PERSONS	MAR 2015
52.222-55	MINIMUM WAGES UNDER EXECUTIVE ORDER 13658	DEC 2014
52.223-3	HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA	JUL 1997
52.223-5	POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION	MAY 2011



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52.223-15	ENERGY EFFICIENCY IN ENERGY-CONSUMING PRODUCTS	DEC 2007
52.223-17	AFFIRMATIVE PROCUREMENT OF EPA-DESIGNATED ITEMS IN SERVICE AND CONSTRUCTION	MAY 2008
52.223-18	ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING	AUG 2011
52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES	JUN 2008
52.227-4	PATENT INDEMNITY—CONSTRUCTION CONTRACTS	DEC 2007
52.228-5	INSURANCE-WORK ON A GOVERNMENT INSTALLATION	JAN 1997
52.228-11	PLEDGES OF ASSETS	JAN 2012
52.228-12	PROSPECTIVE SUBCONTRACTOR REQUESTS FOR BONDS	MAY 2014
52.228-14	IRREVOCABLE LETTER OF CREDIT	NOV 2014
52.232-5	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
52.236-2	DIFFERING SITE CONDITIONS	APR 1984
52.236-3	SITE INVESTIGATION AND CONDITIONS AFFECTING THE WORK	APR 1984
52.236-5	MATERIAL AND WORKMANSHIP	APR 1984
52.236-6	SUPERINTENDENCE BY THE CONTRACTOR	APR 1984
52.236-7	PERMITS AND RESPONSIBILITIES	NOV 1991
52.236-8	OTHER CONTRACTS	APR 1984
52.236-9	PROTECTION OF EXISTING VEGETATION, STRUCTURES, EQUIPMENT, UTILITIES, AND IMPROVEMENTS	APR 1984
52.236-12	CLEANING UP	APR 1984
52.236-13	ACCIDENT PREVENTION	NOV 1991
52.236-14	AVAILABILITY AND USE OF UTILITY SERVICES	APR 1984
52.236-17	LAYOUT OF WORK	APR 1984
52.236-21	SPECIFICATIONS AND DRAWINGS FOR CONSTRUCTION	FEB 1997
52.236-26	PRECONSTRUCTION CONFERENCE	FEB 1995
52.242-14	SUSPENSION OF WORK	APR 1984
52.243-1	CHANGES – FIXED PRICE ALT II	AUG 1987
52.243-5	CHANGES AND CHANGED CONDITIONS	APR 1984
52.244-6	SUBCONTRACTS FOR COMMERCIAL ITEMS	APR 2015
52.246-11	HIGHER-LEVEL CONTRACT QUALITY REQUIREMENT	DEC 2014
52.246-12	INSPECTION OF CONSTRUCTION	AUG 1996
52.246-21	WARRANTY OF CONSTRUCTION	MAR 1994
52.249-10	DEFAULT	APR 1984
52.253-1	COMPUTER GENERATED FORMS	JAN 1991

**4.9 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.

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

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

(1) Means a small business concern:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(End of Clause)

#### **4.11 VAAR 852.232-72 ELECTRONIC SUBMISSION OF PAYMENT REQUESTS (NOV 2012)**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(End of Clause)

#### **4.12 VAAR 852.236-74 INSPECTION OF CONSTRUCTION (JUL 2002)**

The clause entitled "Inspection of Construction" in FAR 52.246-12 is supplemented as follows:

- (a) Inspection of materials and articles furnished under this contract will be made at the site by the resident engineer, unless otherwise provided for in the specifications.
- (b) Final inspection will not be made until the contract work is ready for beneficial use or occupancy. The contractor shall notify the contracting officer, through the resident engineer, fifteen (15) days prior to the date on which the work will be ready for final inspection.

(End of Clause)

#### **4.13 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)

#### **4.14 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)

#### **4.15 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)

#### **4.16 852.236-79 DAILY REPORT OF WORKERS AND MATERIAL (APR 1984)**

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

(End of Clause)

#### **4.17 VAAR 852.236-80 SUBCONTRACTS AND WORK COORDINATION (APR 1984)**

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

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

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

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

(End of Clause)

#### **4.18 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.

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

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

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

**VALUE OF ADJUSTING, CORRECTING, AND TESTING SYSTEM**

<b>System</b>	<b>Percent</b>
Pneumatic tube system	10
Incinerators (medical waste and trash)	5
Sewage treatment plant equipment	5
Water treatment plant equipment	5
Washers (dish, cage, glass, etc.)	5
Sterilizing equipment	5
Water distilling equipment	5
Prefab temperature rooms (cold, constant temperature)	5
Entire air-conditioning system (Specified under 600 Sections)	5
Entire boiler plant system (Specified under 700 Sections)	5
General supply conveyors	10
Food service conveyors	10
Pneumatic soiled linen and trash system	10
Elevators and dumbwaiters	10
Materials transport system	10
Engine-generator system	5
Primary switchgear	5
Secondary switchgear	5
Fire alarm system	5

Nurse call system	5
Intercom system	5
Radio system	5
TV (entertainment) system	5

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

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

(1) The material or equipment is in accordance with the contract requirements and/or approved samples and shop drawings.

(2) Only those materials and/or equipment as are approved by the resident engineer for storage will be included.

(3) Such materials and/or equipment will be stored separately and will be readily available for inspection and inventory by the resident engineer.

(4) Such materials and/or equipment will be protected against weather, theft and other hazards and will not be subjected to deterioration.

(5) All of the other terms, provisions, conditions and covenants contained in the contract shall be and remain in full force and effect as therein provided.

(6) A supplemental agreement will be executed between the Government and the contractor with the consent of the contractor's surety for off-site storage.

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

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

(End of Clause)

#### **4.19 VAAR 852.236-84 SCHEDULE OF WORK PROGRESS (NOV 1984)**

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

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



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

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

(End of Clause)

#### **4.20 VAAR 852.236-85 SUPPLEMENTARY LABOR STANDARDS PROVISIONS (APR 1984)**

(a) The wage determination decision of the Secretary of Labor is set forth in section GR, General Requirements, of this contract. It is the result of a study of wage conditions in the locality and establishes the minimum hourly rates of wages and fringe benefits for the described classes of labor in accordance with applicable law. No increase in the contract price will be allowed or authorized because of payment of wage rates in excess of those listed.

(b) The contractor shall submit the required copies of payrolls to the contracting officer through the resident engineer or engineer officer, when acting in that capacity. Department of Labor Form WH- 347, Payroll, available from the Superintendent of Documents, Government Printing Office, Washington, DC 20402, may be used for this purpose. If, however, the contractor or subcontractor elects to use an individually composed payroll form, it shall contain the same information shown on Form WH-347, and in addition be accompanied by Department of Labor Form WH-348, Statement of Compliance, or any other form containing the exact wording of this form.

(End of Clause)

#### **4.21 VAAR 852.236-86 WORKER'S COMPENSATION (JAN 2008)**

Public Law 107-217 (40 U.S.C. 3172) authorizes the constituted authority of States to apply their workers compensation laws to all lands and premises owned or held by the United States.

(End of Clause)

#### **4.22 VAAR 852.236-87 ACCIDENT PREVENTION (SEP 1993)**

The Resident Engineer on all assigned construction projects, or other Department of Veterans Affairs employee if designated in writing by the Contracting Officer, shall serve as Safety Officer and as such has authority, on behalf of the Contracting Officer, to monitor and enforce Contractor compliance with FAR 52.236-13, Accident Prevention. However, only the Contracting Officer may issue an order to stop all or part of the work while requiring satisfactory or corrective action to be taken by the Contractor.

(End of Clause)

#### **4.23 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 Tiers. 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 Tiers. 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-Tiers subcontractor's fee on work performed by lower-Tiers subcontractors will be based on the net increased cost to the prime contractor or upper-Tiers subcontractor, as applicable. Allowable fee on changes will not exceed the following: 10 percent fee on the first \$20,000; 7-1/2 percent fee on the next \$30,000; and 5 percent fee on balance over \$50,000.

(6) Not more than four percentages, none of which exceed the percentages shown above, will be allowed regardless of the number of Tiers of subcontractors.

(7) Where the contractor's or subcontractor's portion of a change involves credit items, such items must be deducted prior to adding overhead and profit for the party performing the work. The contractor's fee is limited to the net increase to contractor of subcontractors' portions cost computed in accordance herewith.

(8) Where a change involves credit items only, a proper measure of the amount of downward adjustment in the contract price is the reasonable cost to the contractor if he/she had performed the deleted work. A reasonable allowance for overhead and profit are properly includable as part of the downward adjustment for a deductive change. The amount of such allowance is subject to negotiation.

(9) Cost of Federal Old Age Benefit (Social Security) tax and of Worker's Compensation and Public Liability insurance appertaining to changes are allowable. While no percentage will be allowed thereon for overhead or profit, prime contractor's fee will be allowed on such items in subcontractors' proposals.

(10) Overhead and contractor's fee percentages shall be considered to include insurance other than mentioned herein, field and office supervisors and assistants, security police, use of small tools, incidental job burdens, and general home office expenses and no separate allowance will be made therefore. Assistants to office supervisors include all clerical, stenographic and general office help. Incidental job burdens include, but are not necessarily limited to, office equipment and supplies, temporary toilets, telephone and conformance to OSHA requirements. Items such as, but not necessarily limited to, review and coordination, estimating and expediting relative to contract changes are associated with field and office supervision and are considered to be included in the contractor's overhead and/or fee percentage.

(11) Bond premium adjustment, consequent upon changes ordered, will be made as elsewhere specified at the time of final settlement under the contract and will not be included in the individual change.

(End of Clause)

#### **4.24 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. Offerors must include bid prices for comparable domestic construction material. If VA determines not to accept foreign construction material and no comparable domestic construction material is provided, the entire bid will be rejected.

(d) Any foreign construction material proposed after award will be rejected unless the bidder proves to VA's satisfaction: (1) it was impossible to request the exemption prior to award, and (2) said domestic construction material is no longer available, or (3) where the price has escalated so dramatically after the contract has been awarded that it would be unconscionable to require performance at that price. The determinations required by (1), (2), and (3) of this paragraph shall be made in accordance with Subpart 825.2 and FAR 25.2.

(e) By signing this bid, the bidder declares that all articles, materials and supplies for use on the project shall be domestic unless specifically set forth on the Bid Form or addendum thereto.

(End of Clause)

#### **4.25 VAAR 852.236-91 SPECIAL NOTES (JUL 2002)**

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

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

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

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

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

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

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

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

(End of Clause)

#### **4.26 VAAR 852.246-74 SPECIAL WARRANTIES (JAN 2008)**

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

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

(End of Clause)

#### **4.27 VAAR 852.246-75 WARRANTY FOR CONSTRUCTION-GUARANTEE PERIOD SERVICES (JAN 2008)**

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

Should the contractor fail to prosecute the work or fail to proceed promptly to provide guarantee period services after notification by the contracting officer, the Government may, subject to the default clause contained at FAR 52.249-10, Default (Fixed-Price Construction), and after allowing the contractor 10 days to correct and comply with the contract, terminate the right to proceed with the work (or the separable part of the work) that has been delayed or unsatisfactorily performed. In this event, the Government may take over the work and complete it by contract or otherwise, and may take possession of and use any materials, appliances, and plant on the work site necessary for completing the work. The contractor and its sureties shall be liable for any damages to the Government resulting from the contractor's refusal or failure to complete the work within this specified time, whether or not the contractor's right to proceed with the work is terminated. This liability includes any increased costs incurred by the Government in completing the work.

(End of Clause)

#### **4.28 VAAR 852.211-72 TECHNICAL INDUSTRY STANDARDS (JAN 2008)**

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

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with and conform to the specified standards. Proof may also be furnished in the form of a certificate from one of the above listed organizations certifying that the item(s) furnished have been tested in accordance with and conform to the specified standards.

(End of Provision)

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

ATTACHMENT – A: WAGE DETERMINATION	page 54
ATTACHMENT – B: CONTRACT DISCREPANCY REPORT	page 61
ATTACHMENT – C: CONTRACTOR PRODUCTION REPORT	page 62
ATTACHMENT – D: CONTRACTOR QUALITY REPORT	page 63
ATTACHMENT – E: SF1413	page 64
ATTACHMENT – F: DEPARTMENT OF LABOR PAYROLL FORM	page 65
ATTACHMENT – G: PAST PERFORMANCE QUESTIONNAIRE	page 67
ATTACHMENT – H: PICTURES OF FENCE	page 69

**ATTACHMENT A - 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: WV150080 05/08/2015 WV80

State: West Virginia

Construction Type: Highway

Counties: West Virginia Statewide.

HIGHWAY CONSTRUCTION PROJECTS (excluding tunnels, building structures in rest area projects & railroad construction; bascule, suspension & spandrel arch bridges designed for commercial navigation, bridges involving marine construction; and other major bridges).HIGHWAY CONSTRUCTION PROJECTS

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

Modification Number	Publication Date
0	05/08/2015

SUWV2015-001 01/01/2014

	Rates	Fringes
BRICKLAYER		
Barbour, Berkeley,		
Doddridge, Gilmer, Grant,		
Hampshire, Hardy,		
Harrison, Jefferson,		
Lewis, Marion, Mineral,		
Monongalia, Morgan,		
Pendleton, Pocahontas,		
Preston, Randolph, Taylor,		
Tucker, Upshur, Webster.....	\$ 30.74	18.21
Boone, Braxton, Clay,		
Fayette, Greenbrier,		
Kanawha, Logan, McDowell,		
Mercer, Monroe, Nicholas,		
Putnam, Raleigh, Summers,		
Wyoming.....	\$ 29.66	20.20
Brooke, Hancock.....	\$ 29.94	16.22
Cabell, Lincoln, Mason,		
Mingo, Wayne.....	\$ 30.61	20.88

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Calhoun, Jackson,		
Pleasants, Ritchie, Roane,		
Wirt, Wood.....\$ 30.33	15.27	
Marshall, Ohio, Tyler,		
Wetzel.....\$ 30.01	16.26	

**CARPENTER**

Berkeley, Grant,		
Hampshire, Hardy,		
Jefferson, Mineral,		
Morgan, Pendleton.....\$ 31.26	15.90	
Brooke, Hancock, Marshall,		
Ohio.....\$ 27.86	19.30	
Remaining Counties.....\$ 27.72	19.44	

**CEMENT MASON/CONCRETE FINISHER**

All Counties.....\$ 28.67	18.85	
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**DIVER**

Berkeley, Grant,		
Hampshire, Hardy,		
Jefferson, Mineral,		
Morgan, Pendleton		
Diver Tender.....\$ 31.26	15.90	
Diver.....\$ 32.25	15.90	
Brooke, Hancock, Marshall,		
Monongalia, Ohio, Wetzel		
Diver Tender.....\$ 32.01	16.76	
Diver.....\$ 48.02	16.76	
Remaining Counties		
Diver Tender.....\$ 27.72	19.44	
Diver.....\$ 28.27	19.44	

**ELECTRICIAN (SIGNAL & LIGHTING)**

Equipment Operator.....\$ 23.30	17.99	
Flagger.....\$ 17.00	7.39	
Groundman/Truck Driver.....\$ 20.79	17.89	
Installer.....\$ 26.21	18.11	
Technician.....\$ 29.12	18.22	

**ELECTRICIAN**

Barbour, Doddridge,		
Harrison, Lewis, Marion,		
Monongalia, Pendleton,		
Pocahontas, Preston,		
Randolph, Taylor, Tucker,		
Upshur.....\$ 30.14	21.14	
Berkeley, Grant,		
Hampshire, Hardy,		
Jefferson, Mineral, Morgan..\$ 30.50	15.78	
Boone, Braxton, Calhoun,		
Clay, Fayette, Gilmer,		
Kanawha, Nicholas, Putnam,		
Raleigh, Roane, Summers,		
Webster, Wyoming.....\$ 35.34	16.62	
Brooke, Marshall, Ohio,		
Wetzel.....\$ 28.35	22.74	
Cabell, Lincoln, Logan,		
Mason, Mingo, Wayne.....\$ 32.62	21.70	
Greenbrier, McDowell,		
Mercer, Monroe.....\$ 25.05	16.32	
Hancock.....\$ 34.00	29.10	
Jackson, Pleasants,		
Ritchie, Tyler, Wirt, Wood..\$ 31.56	21.43	

**IRONWORKER**

Barbour, Brooke, Hancock,		
Harrison, Marion,		
Marshall, Monongalia,		
Ohio, Taylor, Tyler, Wetzel.\$ 35.74	22.84	

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Berkeley, Grant,		
Hampshire, Hardy,		
Jefferson, Mineral,		
Morgan, Pendleton,		
Preston, Tucker.....	\$ 33.29	17.39
Boone, Braxton, Clay,		
Fayette, Kanawha, Lincoln,		
Logan, McDowell, Mingo,		
Nicholas, Putnam, Raleigh,		
Randolph, Webster, Wyoming..	\$ 34.87	19.50
Cabell, Wayne.....	\$ 33.89	21.98
Calhoun, Doddridge,		
Gilmer, Jackson, Lewis,		
Mason, Pleasants, Ritchie,		
Roane, Upshur, Wirt, Wood...	\$ 33.02	20.10
Greenbrier, Mercer,		
Monroe, Pocahontas, Summers.	\$ 35.43	16.13

**LABORER**

Class 1.....	\$ 26.95	16.30
Class 2.....	\$ 25.92	16.30
Class 3.....	\$ 24.86	16.30

**LABORER CLASSIFICATIONS:**

GROUP 1: Powderman, Laser Screed Operator, and GPS Operator.

GROUP 2: Pipelayer (Including Laser Beam Set Up), Form Setter (Road), Drill Operator, Air Tool Operator, Grade Checker and Asphalt Raker, Vibrator Man, Whacker, Chainsaw Operator, Mortarman, Brick Mason Tender, Cement Finisher Tender, Drill Tender, Powderman Tender, Water Proofer, Sheeter & Shorer, Placement of Lagging, Pipelayer Tender, Bull-Float Man, Pavement Reinforcing Placer, Handyman, Signal Man, Greencutter, Georgia Power Buggie, Burner, Cement Blower Man, Bituminous Hand Sprayer, Bork 250 Remote Control Ditch Witch and Walk Behind Concrete Saw, Mulcher and Seeder (hand and machine), Installation of Ground Mounted Beams and Signs including Concrete Footers, Installation of Overhead Sign Supports and Signs including Concrete Footers, Installation of Guardrail and Anchors Assemblies, Tree Trimmer, Caisson Bottom Man, Bush Hammering, Core Drilling, Placement and Mixing of Grout and Bridge Demolition Specialist.\*\*

GROUP 3: Flag Person, Traffic Control Maintenance Person, Carpenter's Tender, and General Laborer.

**PAINTER**

Barbour, Berkeley,		
Doddridge, Gilmer, Grant,		
Hampshire, Hardy,		
Harrison, Jefferson,		
Lewis, Marion, Mineral,		
Monongalia, Morgan,		
Pendleton, Preston,		
Randolph, Taylor, Tucker,		
Upshur, Webster.....	\$ 31.87	14.20
Boone, Braxton, Cabell,		
Calhoun, Clay, Fayette,		
Greenbrier, Kanawha,		
Lincoln, Logan, Mason,		
McDowell, Mercer, Mingo,		
Monroe, Nicholas,		
Pocahontas, Putnam,		
Raleigh, Summers, Wayne,		
Wyoming.....	\$ 32.05	14.30
Brooke, Hancock, Marshall,		
Ohio, Wetzel.....	\$ 30.95	14.36
Jackson, Pleasants,		
Ritchie, Roane, Tyler,		
Wirt, Wood.....	\$ 30.84	14.30



**VA786-15-R-0337****FILEDRIVERMAN**

Berkeley, Grant,		
Hampshire, Hardy,		
Jefferson, Mineral,		
Morgan, Pendleton.....	\$ 32.25	15.90
Brooke, Hancock, Marshall,		
Monongalia, Ohio, Wetzel....	\$ 32.01	16.76
Remaining Counties.....	\$ 28.27	19.44

**POWER EQUIPMENT OPERATOR:**

Class 1.....	\$ 33.25	18.60
Class 2.....	\$ 30.49	18.60
Class 3.....	\$ 29.38	18.60
Class 4.....	\$ 25.92	18.60
Class 5A.....	\$ 26.04	18.60
Class 5B.....	\$ 28.64	18.60
Class 5C.....	\$ 26.94	18.60

**POWER EQUIPMENT OPERATOR CLASSIFICATIONS:**

GROUP 1: Cranes, tower cranes, derricks, derrick boats, draglines, clamshells, cableways, boom truck, loaders of 6 cubic yard capacity and over, excavators and shovels with an operating weight of 110,000 pounds and over.

GROUP 2: Loaders up to 6 cubic yard capacity, gradall, hoist 2 drums or more, mixer plant (2 or more mixers including batch control), pile driver operator, core drill, trencher, backhoe, asphalt paver, cement paver, rotary drill, bulldozers, concrete pump, controlled fine grade machine, slip form paver, log loader, log skidder, motor grader, rubber tired scraper, tractor pan, Roto Miller, tow or work boat, mobile conveyor, transloader, articulating equipment, material hauler, carry deck, compactor with blade, skidsteer including attachments, fork lift, self-propelled concrete spreader, concrete finishing machine, derrick (single drum), hoist (single drum), single drum paver, air tugger, Ross Carrier, multiple concrete saw, hydraulic post driver, horizontal road-boring machine, tie distributor, track lining machine, ballast tamper, anchor application machine, ribbon rail puller, ballast regulator, auto sled, turn table, pavement breaker, asphalt batch plant, concrete batch plant, crushing plant, compactor with blade, power broom, vac-all truck, self-propelled concrete spreader and concrete finishing machine, mechanics with tools and greasers, excavators, and shovels with an operating weight of up to 110,000 pounds.

**GROUP 3: Asphalt roller**

GROUP 4: Air compressor, concrete mixer (under 1 cubic yard), light plant, mechanic's tender, assistant engineer, screedman, spreader box man, joint sealer and pump, steam jenny, stationary conveyor (belt or bucket), A-frame, tire man, screening and washing plant, form sub-grader, power form handling equipment, burlap and curing machine, form grader, bull float, bar and joint installing machine, roller and compactor, hydroblaster, concrete mixer (single drum, 1 cu. yd. or over), portable concrete saw and highway striping operator. Utility operators shall be paid Group 2 rate when operating 1 to 5 air compressors, pumps, stationary conveyors (belt or bucket), light plants, and gasoline or diesel powered welders and all farm type tractors.

GROUP 5A: Those operating off-road trucks in the following counties: Barbour, Braxton, Boone, Calhoun, Clay, Doddridge, Fayette, Gilmer, Greenbrier, Harrison, Jackson, Kanawha, Lewis, Marion, Mercer, McDowell, Monongalia, Monroe, Nicholas, Pleasants, Pocohontas, Preston, Putnam, Raleigh, Randolph, Roane, Ritchie, Summers, Taylor, Tucker, Tyler, Upshur, Webster, Wirt, Wood, and Wyoming.

GROUP 5B: Those operating off-road trucks in the following

**VA786-15-R-0337**

counties: Cabell, Lincoln, Logan, Mason, Mingo, and Wayne.

GROUP 5C: Those operating off-road trucks in the following counties: Berkeley, Grant, Hampshire, Hardy, Jefferson, Mineral, Morgan and Pendleton.

FOOTNOTE: \$2.00 per hour shall be added to the Group 1 rate for individuals operating a lattice boom crane with a fixed boom of 150 feet or more. \$0.25 per hour shall be added to all of the above schedules for underground work.

TRUCK DRIVER

Berkeley, Grant, Hampshire, Hardy, Jefferson, Mineral, Morgan, Pendleton		
Class 1.....	\$ 25.72	18.11
Class 2.....	\$ 26.61	18.11
Class 3.....	\$ 27.38	18.11
Brooke, Hancock		
Class 1.....	\$ 29.17	13.86
Class 2.....	\$ 30.92	13.86
Class 3.....	\$ 31.71	13.86
Cabell, Lincoln, Logan, Mason, Mingo, Wayne		
Class 1.....	\$ 29.79	15.60
Class 2.....	\$ 30.76	15.60
Class 3.....	\$ 31.55	15.60
Marshall, Ohio, Wetzel		
Class 1.....	\$ 26.26	16.81
Class 2.....	\$ 27.16	16.81
Class 3.....	\$ 27.76	16.81
Remaining Counties		
Class 1.....	\$ 26.97	16.15
Class 2.....	\$ 27.76	16.15
Class 3.....	\$ 28.44	16.15

TRUCK DRIVER CLASSIFICATIONS:

GROUP 1: Single Axle Trucks used as Dumps, Supply, Fuel, Water, Van, Flatbody, Monorail, Distributor (other than Bituminous Distributors) including Towed Single Units, Material Checkers and Receivers, Greasers, Tireman and Mechanic Tenders (Trucks), Warehouse, Yardmen and Pick-up trucks.

GROUP 2: Tandem and Tri-Axle Trucks used as Dumps, Supply, Fuel, Water, Van, Flatbody, Monorail and including Towed Single Units, Truck Tractors used in combination with Dump, Van, Tank, Flatbed, Low platform or Pole Trailers, Bituminous Distributors, Agitator or Mixer Trucks (up to 20 cubic-yards), Rubber-tired tractors (towing and pushing), Drag and Tag-alongs.

GROUP 3: Mobile Metered Mixer, Agitator or Mixer Trucks (over 20 cubic yards), & Mechanic Truck.

A. Double Hitch equipment operated by 1 driver shall pay 50% more than the wages set out above.

B. \$0.25 per hour shall be added for tunneling and all other underground work.

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

=====  
Unlisted classifications needed for work not included within the scope of the classifications listed may be added after

## VA786-15-R-0337

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.

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WAGE DETERMINATION APPEALS PROCESS

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

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

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

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

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

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

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

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

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

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

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

=====  
END OF GENERAL DECISION

**ATTACHMENT B – CONTRACT DISCREPANCY REPORT**

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

# ATTACHMENT C – CONTRACTOR PRODUCTION REPORT

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

## ATTACHMENT D – CONTRACTOR QUALITY CONTROL REPORT

ATTACHMENT – E CONTRACTOR QUALITY CONTROL REPORT  
(ATTACH ADDITIONAL SHEETS IF NECESSARY)DATE  
REPORT  
NO

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

## ATTACHMENT -E: SF1413 SUBCONTRACTOR REPORTING

## STATEMENT AND ACKNOWLEDGMENT

OMB Control Number: 9000-0014  
Expiration Date:

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

## PART I - STATEMENT OF PRIME CONTRACTOR

1. PRIME CONTRACT NO.		2. DATE SUBCONTRACT AWARDED		3. SUBCONTRACT NUMBER	
4. PRIME CONTRACTOR				5. SUBCONTRACTOR	
a. NAME				a. NAME	
b. STREET ADDRESS				b. STREET ADDRESS	
c. CITY	d. STATE	e. ZIP CODE	c. CITY	d. STATE	e. ZIP CODE
6. The prime contract <input type="checkbox"/> does, <input type="checkbox"/> does not contain the clause entitled "Contract Work Hours and Safety Standards Act -- Overtime Compensation."					
7. The prime contractor states that under the contract shown in Item 1, a subcontract was awarded on the date shown in Item 2 to the subcontractor identified in item 5 by the following firm:					
a. NAME OF AWARDDING FIRM					
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)  
Payrolls and Basic Records Withholding of Funds  
Disputes Concerning Labor Standards  
Compliance with Construction Wage Rate Requirements and Related Regulations

Construction Wage Rate Requirements  
Apprentices and Trainees  
Compliance with Copeland Act Requirements  
Subcontracts (Labor Standards)  
Contract Termination - Debarment Certification of Eligibility

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

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

AUTHORIZED FOR LOCAL REPRODUCTION PREVIOUS EDITION IS NOT USABLE

STANDARD FORM 1413 (REV. 4/2013)

Prescribed by GSA/FAR (48 CFR) 53.222(e)



## ATTACHEMNT F - DEPARTMENT OF LABOR PAYROLL REPORTING FORM

U.S. Department of Labor Wage and Hour Division										<b>PAYROLL</b> <b>(For Contractor's Optional Use; See Instructions at <a href="http://www.dol.gov/whd/forms/wh347instr.htm">www.dol.gov/whd/forms/wh347instr.htm</a>)</b>										 <b>U.S. Wage and Hour Division</b> Rev. Dec. 2008			
NAME OF CONTRACTOR <input type="checkbox"/> OR SUBCONTRACTOR <input type="checkbox"/>										ADDRESS										OMB No.: 1235-0008 Expires: 01/31/2015			
PAYROLL NO.				FOR WEEK ENDING				PROJECT AND LOCATION						PROJECT OR CONTRACT NO.									
(1)		(2)	(3)		(4) DAY AND DATE				(5)	(6)	(7)	(8) DEDUCTIONS					(9)						
NAME AND INDIVIDUAL IDENTIFYING NUMBER (e.g., LAST FOUR DIGITS OF SOCIAL SECURITY NUMBER) OF WORKER		NO. OF WITHHOLDING EXEMPTIONS	WORK CLASSIFICATION		O	M	T	W	T	F	S	TOTAL HOURS	RATE OF PAY	GROSS AMOUNT EARNED	FICA	WITH-HOLDING TAX		OTHER	TOTAL DEDUCTIONS	NET WAGES PAID FOR WEEK			
																					HOURS WORKED EACH DAY		
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While completion of Form WH-347 is optional, it is mandatory for covered contractors and subcontractors performing work on Federally financed or assisted construction contracts to respond to the information collection contained in 29 C.F.R. §§ 3.3, 5.5(a). The Copeland Act (40 U.S.C. § 3145) contractors and subcontractors performing work on Federally financed or assisted construction contracts to "furnish weekly a statement with respect to the wages paid each employee during the preceding week." U.S. Department of Labor (DOL) regulations at 29 C.F.R. § 5.5(a)(3)(ii) require contractors to submit weekly a copy of all payrolls to the Federal agency contracting for or financing the construction project, accompanied by a signed "Statement of Compliance" indicating that the payrolls are correct and complete and that each laborer or mechanic has been paid not less than the proper Davis-Bacon prevailing wage rate for the work performed. DOL and federal contracting agencies receiving this information review the information to determine that employees have received legally required wages and fringe benefits.

Public Burden Statement

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

(over)

Date \_\_\_\_\_

I, \_\_\_\_\_ (Name of Signatory Party) \_\_\_\_\_ (Title)

do hereby state:

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

\_\_\_\_\_ on the \_\_\_\_\_

(Contractor or Subcontractor)

\_\_\_\_\_ ; that during the payroll period commencing on the \_\_\_\_\_

(Building or Work)

\_\_\_\_\_ day of \_\_\_\_\_, and ending the \_\_\_\_\_ day of \_\_\_\_\_,

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

\_\_\_\_\_ from the full \_\_\_\_\_

(Contractor or Subcontractor)

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

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

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

(4) That:

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

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

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

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

(c) EXCEPTIONS

EXCEPTION (CRAFT)	EXPLANATION

REMARKS:

NAME AND TITLE

SIGNATURE

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

## ATTACHMENT G – PAST PERFORMANCE QUESTIONNAIRE

## Past Performance Questionnaire, Solicitation: VA786-15-R-0337

**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: [iris.chen1@va.gov](mailto:iris.chen1@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 and Address:		2. Contract No.	3. Contract Type:
		4. Contract Value (Current plus any unexercised Options)	7. Period of Performance
1b. Point of Contact & Contact Information		5. Customer Name:	FROM:
		6. Customer Point of Contact Information (email)	TO:
8. DESCRIPTION OF REQUIREMENT:			
9. RATINGS - Summarize contractor performance and check the box corresponding to the performance rating for each category. See page 2 for rating descriptions.			
(a) QUALITY	1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/> 4 <input type="checkbox"/> 5 <input type="checkbox"/>	COMMENTS	
(b) SCHEDULE	1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/> 4 <input type="checkbox"/> 5 <input type="checkbox"/>	COMMENTS	
(c) COST/PRICE CONTROL	1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/> 4 <input type="checkbox"/> 5 <input type="checkbox"/>	COMMENTS	
(d) BUSINESS RELATIONS	1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/> 4 <input type="checkbox"/> 5 <input type="checkbox"/>	COMMENTS	
(e) MANAGEMENT OF KEY PERSONNEL	1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/> 4 <input type="checkbox"/> 5 <input type="checkbox"/>	COMMENTS	
10. OVERALL RATING:			
NAME AND SIGNATURE OF EVALUATOR			EVALUATION DATE

## RATING GUIDELINES

PAGE 2 OF 2

Rating	Definition
5. Exceptional	Performance meets contractual requirements and exceeds many to the Government's benefit. The element being assessed was accomplished with few minor problems for which corrective actions taken by the contractor were highly effective.
4. Very Good	Performance meets contractual requirements and exceeds some to the Government's benefit. The element being assessed was accomplished with some minor problems for which corrective actions taken by the contractor were effective.
3. Satisfactory	Performance meets contractual requirements. The element being assessed contains some minor problems for which corrective actions taken by the contractor appear or were satisfactory.
2. Marginal	Performance does not meet some contractual requirements. The element being assessed reflects a serious problem for which the contractor has not yet identified corrective actions.
1. Unsatisfactory	Performance does not meet most contractual requirements and recovery is not likely in a timely manner. The element being assessed contains a serious problem(s) for which the contractor's corrective actions appear or were ineffective.







