

**Department of Veterans Affairs  
Network Contracting Office 21 (NCO 21)**



**MULTIPLE-AWARD TASK ORDER CONTRACT  
(MATOC)**

**TASK ORDER PROPOSAL REQUEST (TOPR)**

**SITE VISIT FOR:**

**PROJECT 459-16-102**

**Replace High Voltage Bus Bars**

**23 March 2016**

**10:00 AM**

**459 Patterson Road, Honolulu, HI 96819**

**Rear Loading Dock of Ambulatory Care Center (ACC) Building  
#30**

DEPARTMENT OF VETERANS AFFAIRS - NETWORK CONTRACTING OFFICE 21 (NCO 21)

Description: **THIS IS A TASK ORDER PROPOSAL REQUEST (TOPR).** Bids are being requested and shall only be accepted from contractors who were awarded a Veterans Integrated Service Network 21 (VISN 21) Multiple-Award Task Order Contract (MATOC) from Network Contracting Office 21 (NCO 21).

**Point of Contact:** Dennis Becker, Contracting Officer, [dennis.becker2@va.gov](mailto:dennis.becker2@va.gov)

**Project Title:** Replace High Voltage Bus Bars – Project 459-16-102

The purpose of the site visit is to provide MATOC holders with information on an opportunity to visit the site of the project for which proposals shall be solicited.

Project specifications and all associated project documents shall be incorporated into the TOPR which shall be posted electronically through FedBizOpps.

Questions regarding this notice may be submitted via e-mail to [dennis.becker2@va.gov](mailto:dennis.becker2@va.gov)

The following firms are the only ones eligible to respond to this Request for Proposal.

**(VISN 21) MATOC HOLDERS & GENERAL INFORMATION**

**VISN 21 - MATOC HOLDER & GENERAL INFORMATION**

**Patriot Const. VA261-12-D-0232**

Address: 4646 Qantas Lane, Suite B-4  
Stockton, CA 95206  
Primary POC: Chris Cotta  
(209) 456-6154  
Duns: 801990230  
[Chris@patriotbuilds.com](mailto:Chris@patriotbuilds.com)

**Talion Const. VA261-12-D-0242**

Address: 819 Moowaa St., Suite 209  
Honolulu, HI 96817  
Primary POC: Willy Talion  
(808) 853-2441  
Duns: 832673706  
[wtalion@hawaii.rr.com](mailto:wtalion@hawaii.rr.com)

**BVB Construction VA261-12-D-0233**

Address: 1889 Knoll Drive  
Ventura, CA 93003  
Primary POC: Benjamin Valenzuela, Sr.  
(805) 620-1705  
Duns: 794034178  
[ben@bvbconstruction.com](mailto:ben@bvbconstruction.com)

**Mar Nes, Inc VA261-12-D-0244**

Address: 30 California St.  
Vallejo, CA 94590  
Primary POC: Mario Mandapat  
(707) 642-6832  
Duns: 830185679  
[admin@mar-nesinc.com](mailto:admin@mar-nesinc.com)

**Halbert Const. VA261-12-D-0235**

Address: 330 S. Magnolia Ave, Suite 203  
El Cajon, CA 92020  
Primary POC: Michael Halbert  
(619) 593-3527  
Duns: 830297656  
[MHalbert@halbertco.com](mailto:MHalbert@halbertco.com)

**Cable Links Const. VA261-12-D-0245**

Address: 5940 East Shields Ave, Suite 101  
Fresno, CA 93727  
Primary POC: Erik Burdan  
(559) 277-8555 or (559) 353-0026  
Duns: 020562901  
[eburdan@cablelinks.us](mailto:eburdan@cablelinks.us)

**Herman Construction VA261-12-D-0236**

Address: 10366 Roselle St, Suite A  
San Diego, CA 92121  
Primary POC: Lars Herman  
(858) 277-7100  
Duns: 830297656  
[lars.herman@hermancg.com](mailto:lars.herman@hermancg.com)

**Coburn Contractors VA261-12-D-0246**

Address: 300 Water St, Suite 404  
Montgomery, AL 36104  
Primary POC: Jason Coburn  
(334) 532-3100  
Duns: 804031123  
[jason.coburn@coburncontractors.com](mailto:jason.coburn@coburncontractors.com)

**HubZone Corporation VA261-12-D-0239**

Address: 9300 Santa Anita Ave, Suite 103  
Rancho Cucamonga, CA 91730  
Primary POC: Charmaine Burnett  
(909) 484-0933  
Duns: 109134903  
[char@hbzcorp.com](mailto:char@hbzcorp.com); [jeffery@hbzcorp.com](mailto:jeffery@hbzcorp.com)

**Glen Mar Const. VA261-12-D-0247**

Address: 15800 SE 135<sup>th</sup> Avenue  
Clackamas, OR 97015  
Primary POC: Andy Brown  
(503) 650-1720  
Duns: 154019095  
[V21Matoc@glenmarconstruction.com](mailto:V21Matoc@glenmarconstruction.com)

**Hawk Contracting VA261-12-D-0248**

Address: P.O. Box 490  
Montrose, CO 81402  
Primary POC: Frank Hawk  
(970) 252-1477  
Duns: 796879182  
[fhawk@hawkcgc.com](mailto:fhawk@hawkcgc.com)

**J.R. Conkey VA261-12-D-0249**

Address: 735 Sunrise Ave, #200  
Roseville, CA 95661  
Primary POC: Scott Ransdell  
(916) 783-3277  
Duns: 128514874  
[jconkey@jrconkey.com](mailto:jconkey@jrconkey.com)

**Kevcon Inc VA261-12-D-0250**

Address: 246 East Grand Ave  
Escondido, CA 92025  
Primary POC: Kev Kutina  
(760) 432-0307  
Duns: 603502220  
[kev.kutina@kevcon.us](mailto:kev.kutina@kevcon.us)



SOLICITATION, OFFER, AND AWARD (Construction, Alteration, or Repair)	1. SOLICITATION NUMBER	2. TYPE OF SOLICITATION	3. DATE ISSUED	PAGE OF PAGES
	VA261-16-B-0457	<input checked="" type="checkbox"/> SEALED BID (IFB) <input type="checkbox"/> NEGOTIATED (RFP)	03-15-2016	1 24

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

4. CONTRACT NUMBER TO BE DETERMINED	5. REQUISITION/PURCHASE REQUEST NUMBER 459-16-1-893-0008	6. PROJECT NUMBER 459-16-102
7. ISSUED BY Department of Veterans Affairs VA Sierra Pacific Network (VISN 21) VA Northern California HealthCare System 150 Muir Road Martinez CA 94553-4668	CODE 0261	8. ADDRESS OFFER TO Department of Veterans Affairs ATTN: Dennis Becker, Contracting Officer Building AB7, Room AB746 150 Muir Road Martinez CA 94553-4668
9. FOR INFORMATION CALL:	a. NAME Dennis Becker	b. TELEPHONE NUMBER (Include area code) (NO COLLECT CALLS) 925 372 2307

#### 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 number, date)

Project Title: Replace High Voltage Bus Bars  
Project Number: 459-16-102

Scope of Work (SOW): Contractor shall furnish all supervision, expertise, labor and materials needed for complete construction services for replacement of new high voltage electrical conductor bus bars with heater system per attached specifications, drawings and other documents attached to this solicitation.

THIS PROCUREMENT IS SET-ASIDE FOR COMPETITION ONLY FOR THE MATOC VISN 21 CONTRACT HOLDERS.  
ALL TERMS AND CONDITIONS OF THE MATOC CONTRACT AWARDS APPLY TO THIS TASK ORDER.

BID BOND, PAYMENT BOND & PERFORMANCE BONDS ARE NOT REQUIRED FOR THIS PROJECT

Applicable NAICS Code: 238210 Electrical contractors and other wiring installation contractors

Small Business Size Standard - \$15.0M

IAW VAAR 836.204 - Disclosure of Magnitude for the VA project: Between \$25,000 AND \$100,000.

Although not mandatory, all interested firms are strongly encouraged to attend Pre-Proposal Site Visit.

Place of performance:  
459 Patterson Road  
Honolulu, HI 96819

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

#### 13. ADDITIONAL SOLICITATION REQUIREMENTS:

- Sealed offers in original and 0 copies to perform the work required are due at the place specified in Item 8 by 2:00 PM (hour) local time 04-04-2016 (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.
- An offer guarantee ☐ is, ☒ is not required.
- 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.
- Offers providing less than 120 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 NUMBER (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 NUMBER										
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. 3304(a) ( )
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26. ADMINISTERED BY  Department of Veterans Affairs VA Sierra Pacific Network (VISN 21) VA Northern California HealthCare System 150 Muir Road Martinez CA 94553-4668	27. PAYMENT WILL BE MADE BY Department of Veterans Affairs FMS-VA-2(101) Financial Services Center  PO Box 149971 Austin TX 78714-9971  PHONE: FAX:
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**CONTRACTING OFFICER WILL COMPLETE ITEM 28 OR 29 AS APPLICABLE**

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

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## DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

### SCOPE OF WORK (SOW):

1. The Contractor shall provide complete construction services for Project No: 459-16-102, Replace High Voltage Bus Bars at the VA Pacific Islands Health Care System located at Tripler Army Medical Center, 459 Patterson Road, Honolulu, HI 96819.
2. CONSTRUCTION STATEMENT OF WORK
  - A. Provide labor, materials, equipment, and supervision to install new high voltage electrical conductor bus bars with heater system between the switch cabinets of incoming feeders 3 and 9 as described in VA provided drawings (for reference only) and annotated site photos.
  - B. The new bus bars shall insure proper electrical transfer between main power feeders No 3 and No. 9.
  - C. Contractor shall ensure system is compatible with existing switchgear and high voltage distribution system supplying sustained power to the Ambulatory Care Center (ACC).
  - D. Contractor shall follow manufacturer's recommendation for providing new common bus bars between existing switchgears of feeders No. 3 and No. 9.
  - E. Contractor shall comply with VA Specifications Section 26-05-11 – Requirements for Electrical Installations and all applicable technical specifications in VA Division 26 as detailed in the VA Technical Information Library located at <http://www.cfm.va.gov/TIL> . Copies of selected specifications have been included in the solicitation.
  - F. Contractor shall provide all necessary testing of the bus bars and switch gears, perform field adjustments, set circuit breaker and relay settings, fuses and minor modifications to the switchgears in order to ensure proper functioning of the equipment and effectively maintain electrical power throughout the ACC. Testing and field adjustments shall be in accordance with manufacturer's instructions and
  - G. Contractor shall provide testing and subsequent troubleshooting for VA Maintenance and Operations personnel, in accordance with the contract warranty, to ensure proper functioning of the equipment.
3. The Contractor shall coordinate with the Contracting Officer, COR, and VA FMES staff to determine final schedule of work. The Contractor shall actively coordinate with technical stakeholders along with Contracting Officer, COR, and VA FMES staff in order to



accomplish the work. Work shall commence during normal business hours, typically between the hours of 6:00 AM and 4:30 PM on weekdays. COR roles and responsibilities are further detailed in the COR delegation letter.

4. Work shall be completed in phases, as not to disturb staff and patients. Contractor shall coordinate with VA FMES to determine sequence and dates of work.
5. The Contractor shall comply with applicable OSHA Construction safety guidelines. All employees of the general contractor and subcontractors shall have the 10-hour OSHA certified construction safety course. The General Contractor's competent person shall have completed the 30-hour OSHA certified construction safety course.
6. The Contractor shall obtain and pay for all permits and inspections required for the work, comply with all ordinances pertaining to work herein, pay all expenses arising for the procurement of these certificates and include in the base contract price.
7. Contractor shall submit a construction safety plan in accordance with VA requirements and gain approval prior to commencing with any work. Contractor shall comply with VA safety requirements as detailed at the following VA Websites:
  - a. VA Technical Information Library <http://www.cfm.va.gov/TIL>
  - b. VA Construction Safety  
<http://vaww.ceosh.med.va.gov/01HP/Pages/guidebooks.shtml>
  - c. VA Safety Contract Specifications & Safety References  
[http://vaww.ceosh.med.va.gov/01CS/Pages/ProgramManagement.shtml#Examples\\_Templates](http://vaww.ceosh.med.va.gov/01CS/Pages/ProgramManagement.shtml#Examples_Templates)
8. The Contractor shall be solely responsible for the management and construction, including all labor, equipment, materials, and inspection, to meet requirements of the contract.
9. The contractor shall provide as-built drawings in AutoCAD (\*.dwg) format and reports in Word (\*.doc) format.
10. All contractor personnel working on this project must complete "VA Privacy Training for Personnel without Access to VA Computer Systems or VA Sensitive Information" (print version) located at <http://vaww.vhaco.va.gov/privacy/Training.htm>. The signed completion form must be submitted to the Project Engineer prior to work start.
11. Contractor shall maintain, update and provide Project Schedules, RFI registers, and Submittal Registers documenting the work in accordance with VA requirements detailed at the online Technical Information Library (<http://www.cfm.va.gov/til/index.asp>).

12. All construction work, architectural, mechanical, electrical, structural, etc. shall conform to the most current issue of the Uniform Building (UBC), National Electrical Code (NEC), National Fire Protection Association (NFPA), International Building Code, International Mechanical Code, International Plumbing Code, VA criteria and any applicable local, State, and Federal codes and guidelines. Should any requirements conflict then the more stringent shall take precedence.
  
13. Schedule of Work: Project to be completed within 90 days from Notice to Proceed.

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

### **TASK ORDER TERMS AND CONDITIONS**

### **PROJECT SPECIFIC INFORMATION**

#### **SOLICITATION MATERIALS:**

Solicitation materials consist of VA provided Statement of Work, drawings, specifications, Request for Proposal forms (SF1442), and any issued Amendments which will be provided through FBO when issued to all MATOC holders.

#### **BID SUBMISSION:**

The following documents are to be included in the proposal submission:

One (1) fully completed and signed SF 1442 Offer Page, acknowledgment of all amendments either via entering data in block 19 of the SF1442 or completing blocks 15 a, b, and c of the Amendment and attaching to the SF 1442 Offer page.

Bidders are responsible for insuring and verifying their bid and all required bid documents are received at the address designated in block 8 of the SF 1442 Solicitation and by the date and time specified in block 13A of the SF 1442 Solicitation (subject to amendment).

In accordance with FAR 14.202-8 Electronic Bids, contracting officers may authorize the use of electronic commerce for submission of bids. If electronic bids are authorized, the solicitation shall specify the electronic commerce method that bidder may use.

Electronic Bids have been authorized and are to be sent by email to Dennis Becker at [dennis.becker2@va.gov](mailto:dennis.becker2@va.gov) .

Ensure subject line of email reads "BID DOCUMENTS FOR VA261-16-B-0457"

#### **IF BIDS ARE TO BE DELIVERED OR SENT, DELIVER TO:**

Department of Veterans Affairs  
Northern California Health Care System  
Network Contracting Office (NCO)  
Attn.: Dennis Becker, Contracting Officer, 90/CCA  
Building AB7, Room AB746  
150 Muir Rd  
Martinez, CA 94553

**Solicitation number, and title must be written on outside of the Delivery Package.**

#### **REQUESTS FOR INFORMATION (RFI):**

To obtain clarifications and/or additional information concerning the contract requirements or specifications, submit a **written RFI utilizing the RFI Form included in this IFB, which is to be sent via email to dennis.becker2@va.gov.** See RFI form for specifics.

RFI responses will be responded to as necessary in amendment format which will be posted on FBO.

**Deadline for submission of RFIs for this solicitation is 28 March 2016 at 1:00PM PST.** No questions will be answered after this date/time unless determined to be in the best interest of the Government as determined by the Contracting Officer. Telephone requests for information will not be accepted or returned.

**BID OPENING**

A public bid opening will be **at 2:00 PM PST on 04 April 2016 in Building AB7, Room AB746, 150 Muir Ave, Martinez, CA 94553.**

**INSTRUCTIONS TO BIDDERS**

Bids received after this time will be rejected.

Any exception to the terms and conditions of this IFB will result in a nonresponsive bid.

Failure to provide a definitive price will result in a nonresponsive bid.

Receipt of bids must be in accordance with terms and conditions of this IFB.

Bidders must acknowledge (in writing only) amendments to this solicitation, otherwise a bid may be determined nonresponsive.

The winning bidder must be determined as "responsible" by the Contracting Officer in accordance with FAR Part 9, Contractor Qualifications.

**SITE VISIT**

Bidders are urged and expected to inspect the site where services are to be performed and to satisfy themselves regarding all general and local conditions that may affect the cost of performing these services. **In no event shall failure to inspect the site constitute grounds for a claim after contract award.**

**See Clause 52.236-27 for specific information regarding the project pre-bid site visit.**

**RESTRICTION ON SUBMISSION AND USE OF EQUAL PRODUCTS:** ( ) YES or ( X ) NO

(See VAAR 852.211-73).

**PRIVACY TRAINING:** All workers regardless of project length must take VA Privacy Training which will be coordinated after project award with the Contracting Officer's Representative.

**PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL:**

FAR clause 52.204-9 applies: Contractor shall comply with agency personal identity verification procedures identified in the contract that implement Homeland Security Presidential Directive-12 (HSPD-12), Office of Management and Budget (OMB) guidance M-05-24, and Federal Information Processing

Standards Publication (FIPS PUB) Number 201. The Contractor shall insert this clause in all subcontracts when the subcontractor is required to have routine physical access to a federally-controlled facility or routine access to a Federal information system.

**BASIS FOR AWARD: FAR PART 14 – SEALED BIDDING**

**RESPONSIBILITY REQUIREMENTS:** A responsibility check will be accomplished for the apparent awardee prior to award. Checks of the VIP database (to insure apparently successful offeror is a verified Service Disabled Veteran Owned Small Business), System for Award Management (SAM) database (Central Contractor Registration, Online Representations and Certifications, and Excluded Parties List System to insure registrations are current, valid, and no debarment records exist), and Experian Premier Profile Reports to assess financial and operational stability of prospective contractors. Any information retrieved or received by the Government that would be cause for negative or unsatisfactory responsibility rating may result in the offeror being determined ineligible for award.

**REFERENCES TO VA ENGINEER, RESIDENT ENGINEER, SENIOR RESIDENT ENGINEER, OR PROJECT MANAGER:**

Any reference contained within solicitation documents such as specifications and drawings to VA Engineer, Resident Engineer, Senior Resident Engineer, Project Manager, or their abbreviations are to instead be read as and substituted with 'Contracting Officer's Representative' (COR).

**2.1 52.236-27 SITE VISIT (CONSTRUCTION) (FEB 1995) ALTERNATE I (FEB 1995)**

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

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

Wednesday 23 March 2016 at 10:00 AM

(c) Participants will meet at—

459 Patterson Road, Honolulu (loading dock of ACC, Bldg# 30)

(End of Provision)

## **GENERAL CONDITIONS**

### **4.1 52.211-10 COMMENCEMENT, PROSECUTION, AND COMPLETION OF WORK (APR 1984)**

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

(End of Clause)

### **4.2 VAAR 852.236-72 PERFORMANCE OF WORK BY THE CONTRACTOR (JUL 2002)**

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

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

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

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

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

(End of Clause)

#### **4.3 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)

#### **4.4 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)

#### **4.5 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)

#### **4.6 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)

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

The contractor shall furnish to the resident engineer each day a consolidated report for the preceding work day in which is shown the number of laborers, mechanics, foremen/forewomen and pieces of heavy equipment used or employed by the contractor and subcontractors. The report shall bear the name of the firm, the branch of work which they perform such as concrete, plastering, masonry, plumbing, sheet metal



work, etc. The report shall give a breakdown of employees by crafts, location where employed, and work performed. The report shall also list materials delivered to the site on the date covered by the report.

(End of Clause)

#### **4.8 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)

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

(a) Retainage:

(1) The contracting officer may retain funds:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

<b>System</b>	<b>Percent</b>
Pneumatic tube system	10
Incinerators (medical waste and trash)	5
Sewage treatment plant equipment	5
Water treatment plant equipment	5
Washers (dish, cage, glass, etc.)	5
Sterilizing equipment	5

Water distilling equipment	5
Prefab temperature rooms (cold, constant temperature)	5
Entire air-conditioning system (Specified under 600 Sections)	5
Entire boiler plant system (Specified under 700 Sections)	5
General supply conveyors	10
Food service conveyors	10
Pneumatic soiled linen and trash system	10
Elevators and dumbwaiters	10
Materials transport system	10
Engine-generator system	5
Primary switchgear	5
Secondary switchgear	5
Fire alarm system	5
Nurse call system	5
Intercom system	5
Radio system	5
TV (entertainment) system	5

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

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

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

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

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

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

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

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

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

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

(End of Clause)

#### **4.10 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)

#### **4.11 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)

#### **4.12 VAAR 852.236-88 CONTRACT CHANGES--SUPPLEMENT (JUL 2002)**

(a) Paragraphs (a)(1) through (a)(4) apply to proposed contract changes costing over \$500,000.

(1) When requested by the contracting officer, the contractor shall submit proposals for changes in work to the resident engineer. Proposals, to be submitted as expeditiously as possible but within 30 calendar days after receipt of request, shall be in legible form, original and two copies, with an itemized breakdown that will include material, quantities, unit prices, labor costs (separated into trades), construction equipment, etc. (Labor costs are to be identified with specific material placed or operation performed.) The contractor must obtain and furnish with a proposal an itemized breakdown as described above, signed by each subcontractor participating in the change regardless of tier. When certified cost or pricing data are required under FAR Subpart 15.403, the cost or pricing data shall be submitted in accordance with FAR 15.403-5.

(2) When the necessity to proceed with a change does not allow sufficient time to negotiate a modification or because of failure to reach an agreement, the contracting officer may issue a change order instructing the contractor to proceed on the basis of a tentative price based on the best estimate available at the time, with the firm price to be determined later. Furthermore, when the change order is issued, the contractor shall submit a proposal, which includes the information required by paragraph (a)(1), for cost of changes in work within 30 calendar days.

(3) The contracting officer will consider issuing a settlement by determination to the contract if the contractor's proposal required by paragraphs (a)(1) or (a)(2) of this clause is not received within 30 calendar days or if agreement has not been reached.

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

(b) Paragraphs (b)(1) through (b)(11) apply to proposed contract changes costing \$500,000 or less:

(1) When requested by the contracting officer, the contractor shall submit proposals for changes in work to the resident engineer. Proposals, to be submitted as expeditiously as possible but within 30 calendar days after receipt of request, shall be in legible form, original and two copies, with an itemized breakdown that will include material, quantities, unit prices, labor costs (separated into trades), construction equipment, etc. (Labor costs are to be identified with specific material placed or operation performed.) The contractor must obtain and furnish with a proposal an itemized breakdown as described above, signed by each subcontractor participating in the change regardless of tier. When certified cost or pricing data or information other than cost or pricing data are required under FAR 15.403, the data shall be submitted in accordance with FAR 15.403-5. No itemized breakdown will be required for proposals amounting to less than \$1,000.

(2) When the necessity to proceed with a change does not allow sufficient time to negotiate a modification or because of failure to reach an agreement, the contracting officer may issue a change order instructing the contractor to proceed on the basis of a tentative price based on the best estimate available

at the time, with the firm price to be determined later. Furthermore, when the change order is issued, the contractor shall submit within 30 calendar days, a proposal that includes the information required by paragraph (b)(1) for the cost of the changes in work.

(3) The contracting officer will consider issuing a settlement by determination to the contract if the contractor's proposal required by paragraphs (b)(1) or (b)(2) of this clause is not received within 30 calendar days, or if agreement has not been reached.

(4) Allowances not to exceed 10 percent each for overhead and profit for the party performing the work will be based on the value of labor, material, and use of construction equipment required to accomplish the change. As the value of the change increases, a declining scale will be used in negotiating the percentage of overhead and profit. Allowable percentages on changes will not exceed the following: 10 percent overhead and 10 percent profit on the first \$20,000; 7-1/2 percent overhead and 7-1/2 percent profit on the next \$30,000; 5 percent overhead and 5 percent profit on balance over \$50,000. Profit shall be computed by multiplying the profit percentage by the sum of the direct costs and computed overhead costs.

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

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

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

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

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

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

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

(End of Clause)

#### **4.13 VAAR 852.236-89 BUY AMERICAN ACT (JAN 2008)**

(a) Reference is made to the clause entitled "Buy American Act--Construction Materials," FAR 52.225-9.

(b) Notwithstanding a bidder's right to offer identifiable foreign construction material in its bid pursuant to FAR 52.225-9, VA does not anticipate accepting an offer that includes foreign construction material.

(c) If a bidder chooses to submit a bid that includes foreign construction material, that bidder must provide a listing of the specific foreign construction material he/she intends to use and a price for said material. Bidders must include bid prices for comparable domestic construction material. If VA determines not to accept foreign construction material and no comparable domestic construction material is provided, the entire bid will be rejected.

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

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

(End of Clause)

#### **4.14 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)

#### **4.15 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)**

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

<http://www.acquisition.gov/far/index.html>  
<http://www.va.gov/oal/library/vaar/>

(End of Clause)

See attached document: TS02 VA261-16-B-0457 RFI FORM.

See attached document: 01 33 23.

## **PROJECT 459-16-102**

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See attached document: 26 05 11 3.10.16.

See attached document: 100 pct VA\_ACC\_HVS\_CD100\_022814.

See attached document: 459-16-102 BUS BAR PICS.

See attached document: TP07 WD HI1 2 26 2016.