

SOLICITATION, OFFER AND AWARD (Construction, Alteration, or Repair)	1. SOLICITATION NO.	2. TYPE OF SOLICITATION	3. DATE ISSUED	PAGE OF PAGES
	VA250-12-R-0306	<input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)	05-15-2012	1 of 62

IMPORTANT - The "offer" section on the reverse must be fully completed by offeror. **REVISED 6-5-2012**

4. CONTRACT NO.	5. REQUISITION/PURCHASE REQUEST NO.	6. PROJECT NO.
CODE		Defined with task order

7. ISSUED BY	8. ADDRESS OFFER TO
Department of Veterans Affairs Chillicothe VA Medical Center 17273 State Route 104 Chillicothe OH 45601	Same as Item 7

9. FOR INFORMATION CALL:	A. NAME	B. TELEPHONE NO. (Include area code) (NO COLLECT CALLS)
	Joyce Graves	740-772-7012

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):

Paving and Concrete Site Work IDIQ - All work to be performed at Department of Veterans Affairs Medical Center, Chillicothe, Ohio.

Base Bid: Contractor shall completely prepare site for building operations, including demolition and removal of existing structures, and furnish labor, materials and equipment necessary to replace asphalt paving and/or concrete site work at the Department of Veterans Affairs Medical Center, 17273 State Route 104, Chillicothe, Ohio and associated CBOCs. Work will include, but not be limited to, repairing/replacing and removal of parking lots, roads, and sidewalks as identified by individual task order. Completion date for individual task order to be negotiated prior to task order obligation.

The minimum task order amount shall be \$10,000.00. Maximum task order amount \$499,999.00
 The minimum contract amount will be \$20,000; Maximum \$4,500,000.00.

This procurement is 100 percent set aside for Service Disabled Veteran Owned Small Business (SDVOSB)

Award of contract subject to availability of funds at time of award.

NAICS Code: 237310 \$33.5 Million

**The period of performance for individual task orders issued under the resulting contract will be established during the negotiation of each task order.

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

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 4:00 pm (hour) local time 06-15-2012 (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 120 calendar days for Government acceptance after the date offers are due will not be considered and will be rejected.

VA 250-12-R-0306 Revised 6-5-2012 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	See "The Schedule"
	DUN & BRADSTREET NUMBER: _____

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
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"/> PL 109-461	
26. ADMINISTERED BY Department of Veterans Affairs Chillicothe VA Medical Center 17273 State Route 104 Chillicothe OH 45601	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:

CONTRACTING OFFICER WILL COMPLETE ITEM 28 OR 29 AS APPLICABLE

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

NOTICE-SAFETY COMPLIANCE REQUIREMENT

Safety or Environmental Violations and Experience Modification Rate

“All Bidders/Offerors shall submit the following information pertaining to their past Safety and Environmental record: **(The information as outlined below shall be submitted at the time the bid or request for proposal is submitted. For sealed bids, information shall be submitted in a separate sealed envelope identified by the solicitation number, company name, and identified as “Safety Compliance Information”).**

1. **VIOLATION INFORMATION:** The information shall contain, at a minimum, a certification that the bidder/offeror has no more than three (3) serious, or one (1) repeat or one (1) willful OSHA or any EPA violation(s) in the past three years.
2. **EXPERIENCE MODIFICATION RATE:** All Bidders/Offerors shall submit information regarding their current Experience Modification Rate (EMR) equal to or less than 1.0. This information shall be obtained from the bidder's/offeror's insurance company and be furnished on the insurance carrier's letterhead.

Self insured contractors or other contractors that cannot provide their EMR rating on insurance letterhead must obtain a rating from the National Council on Compensation Insurance, Inc. (NCCI) by completing/submitting form ERM-6 and providing the rating on letterhead from NCCI. Note: Self insured contractors or other contractors that cannot provide EMR rating on insurance letterhead from the states or territories of CA, DE, MI, NJ, ND, OH, PA, WA, WY, and PR shall obtain their EMR rating from their state run worker's compensation insurance rating bureau.

DETERMINATION OF NON-RESPONSIVE--

All bids/offers in response to this solicitation will be reviewed for responsiveness to the solicitation. Failure to provide documentation as outlined above, at date and time set for bid opening or receipt of proposal, will deem the bid/proposal **Non-Responsive**.

Post award, this requirement is applicable to all subcontracting tiers, and prospective prime contractors will be responsible for determining the suitability of their prospective subcontractors. Information concerning any subcontractors will be provided to the Contracting Officer, in the same form and format as outlined above, prior to the prospective subcontractors commencing work under any resulting contract.

SPECIAL NOTICE

PAVING AND CONCRETE IDIQ

**Pre-Bid Conference will be held
Thursday, May 31, 2012
at 9:30 A.M.
Building No. 1, Room 121
Department of Veterans Affairs Medical Center
17273 State Route 104
Chillicothe, Ohio**

The project site will be available for inspection on this date.

**THIS WILL BE THE ONLY SITE INSPECTION FOR THIS
PROJECT UNLESS DETERMINED TO BE IN THE BEST
INTEREST OF THE GOVERNMENT**

**All prospective bidders, including subcontractors and/or suppliers
are encouraged to attend the Pre-Bid Conference as scheduled.**

**Any questions concerning this specification and/or drawings
(technical and/or non-technical) are to be directed, in writing to -
Contracting Officer (90C)
DVA Medical Center
17273 State Route 104
Chillicothe, OH 45601**

as soon as possible but not later than 6/11/2012

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INFORMATION REGARDING BIDDING MATERIAL, BID GUARANTEE AND BONDS

- (a) The government anticipates a single award fixed price contract resulting from this solicitation. Period of performance will be a base year with four 1 year options for extension.
- (b) Bidding materials may be obtained by qualified General (Prime) Contractors interested in submitting bids directly from the website at www.fbo.gov.
- (c) A bid guarantee is required in an amount not less than 20 percent of the maximum amount for one task order (\$499,999), but shall not exceed \$3,000,000. Failure to furnish the required bid guarantee in the proper form and amount, by the time set for opening of bids, will require rejection of the bid in all cases except those listed in FAR 28.101-4, and may be cause for rejection even then.
- (d) Bonding for task orders - If the task order 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.
- (e) DESCRIPTION OF WORK: Contractor shall completely prepare site for paving and concrete operations, including demolition, removal of existing items, and furnish labor, material and equipment necessary to complete all window paving/concrete and site work which includes but is not limited to demolition, construction phasing, mechanical electrical and utility as shown and specified for an indefinite delivery, indefinite quantity type contract.
- (f) Cost Range: 2,000,000.00 to \$5,000,000.00
- (g) The resulting contract will be Indefinite Delivery Indefinite Quantity (IDIQ) for Construction. A unique feature of the Department of Veterans Affairs Indefinite Delivery Indefinite Quantity (IDIQ) Contract (s) for Construction is the use of a published Unit Price Book (UPB) to establish the direct material, labor, and equipment price for the specific work to be performed for each individual construction project. After reaching a negotiated agreement as to which UPB line items and quantities meet the task order requirements, the indirect costs, overhead, and profit are then included by multiplying the UPB "raw" costs by the appropriate coefficient factor established for the contract. This will result in a definitive firm fixed price for the specific project task order.
- (h) Offers shall consist of both Technical Information and a pricing proposal. Pricing of proposals shall be offered as a coefficient as described herein. The offeror's contract coefficients shall address all costs

except: (1) Unit Prices in the Unit Price Book (these prices include direct costs for labor, material and equipment); and (2) the City Cost Index (which will be included prior to adding the coefficient).

COEFFICIENT: The coefficient provides for the contractor's costs for overhead, profit, contingencies, insurance, protective clothing, etc. It is a firm fixed priced multiplier that is proposed to the government. After award, the applicable unit prices listed in the unit price book are multiplied by the coefficient to arrive at the actual price for the project (task order).

- (1) Offerors are provided the opportunity to propose separate prices (coefficients) for each option period. After the contract is awarded, the edition/year of the unit price book (RS Means) identified in the contract remains constant for the life of the contract. The contract is not updated when new versions are issued. The contract will not be adjusted as a result of the incorporation of a new or revised wage determination which will be accomplished at the exercise of each option year. As the contract resulting from this solicitation will not provide for periodic economic price adjustment, the offeror should appraise and address potential for market and wage changes when developing and supporting the price proposal.
- (2) The offeror's contract coefficients shall address all costs except: (1) Unit Prices in the Unit Price Book (these prices include direct costs for labor, material and equipment); and (2) the City Cost Index (which will be included prior to adding the coefficient).
- (3) Examples of coefficient cost components include, but are not limited to:

Overhead, Profit, Labor Burden, Contingencies;
Proposal Preparation;
Subcontractor Profit and Overhead;
Mobilization and Close Out For Total Contract and Each Task Order;
Projected Increases (Cost Risk) In Construction Costs over the 1-Year Ordering Period;
All Wastes and Excess Material;
Final Clean Up (Day-To-Day Clean Up Included In Material Costs);
Project Management and Supervision;
Office Management and Equipment;
Quality Control;
Submittals (Including As-Built Drawings), Permits, Licenses;
Protection of Government Property;
Compliance with Safety Laws (I.E., Safety Rails, Face and Clothing Protection, Etc.);
Compliance with Environmental Laws (Including Permits & Reporting Requirements, Etc.);
Compliance with Tax Laws;
Traffic and Work Site Signs and Barriers;
Depreciation of Equipment and Assets (Including On-Site Mobile Offices);
Insurance; and
Any Other Risks of Doing Business

NOTE: All components of price shall be included in the offeror's coefficient, and shall be fully supported, as no allowance for an omitted cost will be made later.

Offerors are advised that they should make appropriate allowances for anticipated wage and material increases when offering their coefficients.

UNIT PRICE BOOK (UPB)

- (1) The Unit Price Book (UPB) contains pricing information for the work to be accomplished and for the units of measure specified. The UPB that is applicable to this contract consists of the following publication:

RS Means "Cost Works Software, current edition at the time of the task order"

- (2) The UPB referenced above shall be used for the entire life of the contract, including any option years exercised.
- (3) Contractor shall obtain the publications and any related computer software or hardware for this contract.
- (4) The contractor must furnish pricing (proposals) for each individual Task Order using the RS MEANS Cost Works current Master Format unit data. Each line item must include the Assigned Line Number from Cost Works. Each line item price will be derived from the Overhead and Profit column in the Unit Price Book multiplied by the coefficient.
- (5) All prices in the UPB are for completed and in-place construction unless explicitly described otherwise. Incidental nails, screws, weldments, and connectors are considered in the UPB line item cost. Unless a connector is specifically omitted in the UPB line item description, testing, adjusting, balancing, and start-up of installed equipment is included in the installed line item price in the UPB. This includes items such as, but not limited to, pipe testing; equipment start-up; system adjusting and balancing; concrete testing; and compaction and testing of compacted back-fill. Line items are for end finishes. For example, the line item price for concrete broom finish includes all finishes necessary to result in the broom finish.

The Unit Price Book "Bare Costs" will be multiplied by the applicable Coefficient. The contract coefficient is used as a factor to adjust the Unit Price Book "Bare Costs" to arrive at the final Firm Fixed Price for the given task order. The coefficient will result in either a "net" (e.g., 1.0) amount, or a percentage "increase" (e.g., 1.25), or a percentage "decrease" (e.g., 0.95) from the unit prices listed in the Unit Price Book (UPB). As percentage factor for multiplication, the coefficient shall be limited to two decimal places or less.

Bare (Direct) Costs. (1) The contractor must furnish pricing (proposals) for each Task Order on a Line Item Basis (per RS Means Cost Works line items). The unit prices in the Base O&P Costs column, as listed in the Unit Price Book, include all costs; direct labor, material, equipment and O&P. Each line item price, as derived from the software, shall consist of Bare Costs only, and shall not include (Indirect) costs, such as: overhead (OH), general and administrative (G&A) cost, and profit. The contractor's OH/G&A and profit are to be included in the coefficient factors. (2) The Bare Cost for all Task Orders shall be based upon RS Means pricing in effect at the time the proposal is due to the Government. Bare Costs shall be the total cost for each line item using the applicable total column multiplied by the number of units required for the project. Allowable bare costs shall only include Divisions 2-34 and shall

exclude Division # 1 (General Requirements) because these are included in the coefficient.
(Reference: <http://www.cfm.va.gov/til/spec.asp>)

POST AWARD ORDERING PROCEDURES

- (1) The Contracting Officer, or his/her authorized representative, will notify the contractor that a requirement exists for the ID/IQ contract via RFP. The notification will include a Statement of Work, which includes the scope of work; any applicable drawings and technical documents (specifications, etc.); and a list of material submittals.
- (2) The Contractor shall coordinate a site visit with the Contracting Officer, or his/her authorized representative, by telephone within two (2) working days after receipt of the notification. The contractor, COTR, and Contracting Officer or his/her duly authorized representative will participate in the site visit. The purpose of the site visit is to familiarize the Government and contractor with the condition of the site, and to identify any special conditions which may be present. During the site visit, the contractor shall confer with the COTR, and agree on a sequence of procedures and means of access to premises and buildings; space for storage of materials and equipment; delivery of materials and use of approaches; use of corridors; stairways and similar means of passage; and the location of partitions, eating spaces and restrooms for the contractor's employees.
- (3) After the site visit has been conducted, the contractor shall submit his proposal to the Contracting Officer at the time mutually agreed upon by the contractor and the Contracting Officer.
- (4) The contractor's proposal shall be submitted using the UPB, and shall be accompanied by necessary technical documentation to identify that adequate engineering and planning has been accomplished to meet the performance requirements. Examples of documentation that might reasonably be expected would include drawings or sketches, catalog cuts, calculations, specifications, bills of materials, etc. Any non-prepriced work must be supported by verifiable documentation outline in paragraph 7 of this section.
- (5) Upon receipt of the contractor's proposal, the government will review the contractor's proposal for completeness. If the contractor's proposal is deemed complete, the Government will negotiate with the contractor on:
 - a. Items not priced in the UPB;
 - b. Performance times;
 - c. and quantities.
- (6) If there are quantity differences to be resolved, or if the Government or the contractor determines quantity verification is necessary, a second site visit may be made to measure and reach an agreement on quantities. The contractor, COTR, and Contracting Officer or his/her duly authorized representative will participate in this site visit.

- (7) The contractor shall acknowledge that circumstances may prohibit the Government from issuing an individual TO even after the receipt and/or negotiation of the contractor's task order proposal. The Government has the right to withdraw a proposed TO before and after the receipt of the contractor's proposal.

TASK ORDER PRICING

- (1) The price of any individual task order is determined as follows.

(2) Within each applicable CSI Division (other than Division One General Conditions) the RS Means Bare Costs for Material, Labor, and Equipment for all appropriate line items are totaled. This will result in a total Bare Costs for Material, Labor, and Equipment. NOTE: For most items, the Equipment cost column is blank because any incidental equipment costs (such as tools, etc.) are already included in the labor costs.

(3) The Bare Cost totals for each Division are then adjusted by the applicable City Cost Index Weighted Average for the Division.

- (4) The CCI adjusted unit price totals of for all categories and Divisions are totaled to produce the fully-adjusted bare cost total. This amount is then multiplied by appropriate contract Coefficient to establish the total Firm Fixed Price for the Task Order.

RS Means and Cost Works Software

RS means is an estimating aid that not only allows jobs to be cost out by their individual components, but it also allows for an adjustment for locality. Cost works is a software package that uses RS Means to estimate jobs.

In this IDIQ, we will be using RS Means exclusively as a method of determining the price of a task. Each task will be estimated/proposed using RS Means or Cost works. That estimate/proposal once approved by the COTR will be used as the cost of the task. All tasks will have an independent cost estimate done by the COTR. These prices should match within 5%.

Each task is broken down into individual acts – Example:

For placement of concrete.

Mobilization

What it costs to bring each piece of equipment on site

Clear and grub the site.

Clearing all vegetation

Grading.

Import or export dirt

Trucking

Moving dirt to finish grade

Equipment rental to move the dirt. (add Mobilization cost of big equipment.)

Labor for equipment and crew

Forming

Material and labor to install concrete forms, tie in rebar

Pouring/Finishing

Labor to pour and trowel placed concrete

- Pull forms
- Removal of forms
- Demobilization
- Removal of all equipment and materials
- Materials to include
 - Concrete
 - Rebar
 - Forming material
 - Joint materials

NON-PREPRICED ITEMS

Items of work not covered by the Unit Price Book, but within scope, may be negotiated by the Contracting Officer, or his designated representative, and added at any time during the contract. Added items of work shall be incorporated into and made a part of the task order, and shall be performed at the negotiated unit price. Non-prepriced work shall be supported with verifiable documentation supporting competition, quotes (minimum of two), catalogue prices, etc. for all non-prepriced work. Non-prepriced items shall be proved in bare costs only (materials, equipment and labor) multiplied by the quantity and the overhead and profit (see Bid Schedule A). Repetitive items may be negotiated and incorporated to the Unit Price Book by modification to the contract, thereby making it a pre-priced item for the remainder of the contract.

Limitations on Subcontracting – Monitoring and Compliance

This solicitation includes VAAR 852.219-10, VA Notice of Total Service-Disabled Veteran-Owned Small Business Set- Aside. Accordingly, any contract resulting from this solicitation will include this clause.

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

(b). The contractor is required to cooperate fully and make available any records as may be required to enable the CO to assess the contractor's compliance with the limitations on subcontracting or percentage of work performance requirement.

(End of Clause)

INSTRUCTIONS, CONDITIONS AND OTHER STATEMENTS TO BIDDERS/OFFERORS

2.1 SUBMISSION OF PROPOSAL AND EVALUATION CRITERIA

In as much as the proposal shall describe the capability of the Offeror to perform any resulting contract, the proposal should be specific and complete in every detail. The proposal should be prepared simply and economically, providing a straightforward and concise description of capabilities to satisfactorily perform the contract. The proposal should be practical, legible, clear, and coherent.

PROPOSAL SUBMISSION INSTRUCTIONS

Who May Submit: Any legally organized Verified Certified Service Disabled Veteran Owned Small Business may submit a proposal. THE SDVOSB MUST BE VERIFIED WITH THE CVE OFFICE IN WASHINGTON, DC.

Where to Submit: Offerors shall submit their proposals to the VAMC at the address shown in Block 8 of the Standard Form 1442.

Submission Deadline: Proposals shall be received no later than the time and date specified in Block 13 of Standard Form 1442.

General Requirements:

In order to effectively and equitably evaluate all proposals, the Contracting Officer must receive information containing sufficient detail to allow review and evaluation by the Government. Proposal clarity, organization, and cross-referencing are mandatory. Failure to submit and organize proposals as requested may adversely affect an Offeror's evaluation. Offerors should provide sufficient detail and clearly define all items required in this section.

Tabs:

Proposal shall be organized and tabbed as shown.

Size of Printed Matter Submissions:

Written materials shall be prepared on 8-1/2" x 11" paper.

Number of Copies. Offerors shall submit four (4) hard copies of Volume I, Technical Proposal and one (1) hard copy of Volume II, Cost Proposal.

Submission Format:

The proposals shall contain a detailed table of contents. If more than one binder is used, the complete table of contents shall be included in each. Any materials submitted but not required by the solicitation, (such as company brochures), shall be relegated to appendices. The Proposal will be tabbed and submitted in three ring binders in the following format:

VOLUME I – Technical Proposal

The Technical Proposal will be submitted as a separately bound volume and will be evaluated separately from the Price Proposal. The following technical (non-priced) evaluation factors, listed in descending order of importance, will be used to determine the acceptability standards for non-cost factors. The subfactors within each evaluation factor are approximately equal in importance.

TECHNICAL PROPOSAL SHALL NOT INCLUDE ANY COST INFORMATION.

TAB A - FACTOR 1. RELEVANT EXPERIENCE

TAB B - FACTOR 2. CONTRACTOR ORGANIZATION (to include Sub Factors)

TAB C - FACTOR 3. TECHNICAL APPROACH (to include Sub Factors)

TAB D - FACTOR 4: PAST PERFORMANCE

VOLUME II: CONTRACT DOCUMENTS AND CONTRACT COEFFICIENT
PROPOSAL

The Contract Documents & Price Proposal volume will be evaluated for completeness to insure that all mandatory pro-forma contract documents have been submitted (to include the cover letter, completed Standard Form 1442 (Solicitation, Offer, and Award), acknowledgment of receiving all amendments (by number), Offer Guarantee (Bid Bond), and all Representations & Certifications.

Offerors are reminded that as a basis for award, all technical evaluation factors, other than cost or price, when combined, are significantly more important than cost or price. Therefore, the Government reserves the right to award to other than the lowest proposed contract coefficient(s).

FACTOR 5: CONTRACT COEFFICIENTS-PROPOSAL

TAB A – SF 1442, completed and signed by an authorized person from the company or team

TAB B – Supplies or Services and Price/Costs Schedule

TAB C - Representations and Certifications or Statement of ORCA.

TAB D – PROPOSAL DATA SHEET – Ensure to include Offeror's telephone number, FAX number, e-mail address, Tax ID Number, and DUNS number. Duns number will be used to access CCASS data. Joint Ventures (J-V) must be verified in VetBiz and submit a DUNS number for the joint venture and for each member of the J-V.

TAB E – Bid Bond

(a) A bid guarantee is required in an amount not less than 20 percent of the maximum task order amount (\$500,000) but shall not exceed \$3,000,000. Failure to furnish the required bid guarantee in the proper form and amount, by the time set for opening of bids, will require rejection of the bid in all cases except those listed in FAR 28.101-4, and may be cause for rejection even then.

TAB F – Financial Information (e.g. Latest Financial Statement, Annual Reports, Dun and Bradstreet ratings and/or number, etc.). A bank reference and a letter from your company on company letterhead authorizing the release of financial information from your bank, with point of contact and telephone number for verification.

TAB G – CVE Certification Letter

EVALUATION CRITERIA FOR AWARD (IAW FAR 15.204-5(c))

1. The process used for this solicitation will be a Best Value Request for Proposals (RFP) as outlined in the Federal Acquisition Regulation (FAR) Subpart 15.3 using the trade-off approach. Proposals will be evaluated in accordance with the criteria outlined in this document. One (1) contract will be awarded to the selected Offeror using competitive proposals. The objective of the selection process is to identify Offerors that can best meet the requirements set forth in the solicitation. This procedure will ensure evaluations are impartial, equitable, and comprehensive and will provide the Source Selection Authority with sufficient, detailed information to make a "best value" selection decision. Offerors will be provided Standard Form 1442, Solicitation Offer and Award, specifications and plans, submittal requirements, and the evaluation factors to be used. The Government will evaluate the offerors' qualifications against the evaluation criteria.

2. The Trade-Off process allows the flexibility to subjectively compare technical and cost factors to determine the value of relative strengths, weaknesses, and risks of the proposals. The tradeoff process is essential to evaluate and compare factors in addition to price in order to select the most advantageous proposal and obtain the best value to the Government. This process also permits impartial and comprehensive evaluation of offerors' proposals and permits discussions if necessary. An award may also be made without discussion or any contact concerning the proposals received.

3. **EXCEPTIONS.** Exceptions to the contractual terms and conditions of the solicitation (e.g., standard company terms and conditions) may result in a determination to reject a proposal.

4. **RESTRICTIONS.** Failure to submit all the data in the format indicated in this section may be cause for determining a proposal incomplete and, therefore, not considered for evaluation, and for subsequent award.

A. The following information is provided in regards to evaluation factors:

The Technical Proposal will be submitted as a separately bound volume and will be evaluated separately from the Price Proposal. The following technical (non-priced) evaluation factors, listed in descending order of importance, will be used to determine the acceptability standards for non-cost factors. The subfactors within each evaluation factor are approximately equal in importance.

FACTOR 1. RELEVANT EXPERIENCE

A.1 Contractor shall demonstrate the overall qualifications and experience of the key personnel to include but not limited to the; 1) owner, 2) project estimators, 3) project managers and, 4) project superintendents. Contractor shall demonstrate each key personnel and their experience and qualifications related to but not limited to the following: 1) familiarity with codes, 2) safety, 3) infection control, and 4) historical preservation.

A.2 Contractor shall list all the projects as a prime contractor completed or currently accomplishing over the past three years to include; 1) Agency or owner, 2) Project Scope, and 3) Project Dollar Value.

A.3. Contractor shall list all subcontractors and projects completed or currently accomplishing over the past three years to include; 1) Agency or owner, 2) Project Scope, and 3) Project Dollar Value.

FACTOR 2. CONTRACTOR ORGANIZATION

B. **ORGANIZATION:** Contractor shall be evaluated on the following sub factors. The sub factors listed below are all approximately equal in importance.

B.1 Contractor shall demonstrate sufficient resources and depth to accomplish current and future projects both with the VA and other customers.

B.2 Contractor shall demonstrate the contractor's individual project bonding capability and total bonding capability.

Sub Factor 2.1 QUALIFICATIONS OF KEY PERSONNEL

The element for Qualifications of Key Personnel shall be evaluated as a measure of how the offeror's proposed staffing provides appropriate staffing levels with individuals who possess the experience, education, and proven capabilities necessary to successfully execute the potential workload described in the Statement of Work.

Sub Factor 2.2 ABILITY TO PROVIDE ON-SITE MANAGEMENT

The element for ability to provide on-site management shall be evaluated as a measure of how the offeror's proposed office will support the requirement to provide effective on-site management and timely responses to requests for on-site meetings within the two (2) hour minimum response time.

Sub Factor 2.3 KEY SUBCONTRACTORS

The element for Key Subcontractors shall be evaluated as a measure of how the offeror's proposed list of Key Subcontractors demonstrates effective business relationships necessary to execute specialty trade work that is typically subcontracted out. Offeror's shall list a minimum of one (1) and a maximum of three (3) proposed subcontractors for the following specialty trades: Mechanical; Electrical; Plumbing; and Sitework. The proposed Key Subcontractors will be evaluated on their qualification, capability, availability, and willingness to perform subcontract work for the Offeror.

FACTOR 3 TECHNICAL APPROACH

C. The Technical Approach factor shall be evaluated as a measure of how the offeror's proposed methods for the elements listed below will meet stated objectives of the Statement of Work and terms and conditions of the resulting contract(s) during the execution of projects (task orders) from initial development to project completion.

Within the Technical Approach factor, three (3) elements will be evaluated.

Sub Factor 3.1 QUALITY CONTROL

C.1. **QUALITY CONTROL:** Contractor shall demonstrate the Quality Control processes used by the contractor to ensure safe and quality projects are accomplished.

Sub Factor 3.2 TIMELINESS

The element for Timeliness shall be evaluated as a measure of how the offeror's proposed plan for executing projects (task orders) from the initial development to project completion will best meet the Government's requirements.

Sub Factor 3.3 INFECTION CONTROL

Discuss your ability to comply with the requirement of Infection Control in a hospital or medical center setting during the past three (3) years.

Sub Factor 3.4 SAFETY PLAN

Discuss your safety program in general, and provide as a minimum, details on training, documentation and your plan to ensure adherence to OSHA standards. Include with your proposal a full Safety Plan.

FACTOR 4. PAST PERFORMANCE

D. Past Performance: Prospective bidders/offerors are hereby notified that past performance evaluations will be conducted using the above requested information as well as information obtained from the Contractor Performance System (CPS), Past Performance Information Retrieval System (PPIRS), and /or any other sources deemed appropriate.

D.1 List all Contracts for hospital repair/renovation that were completed over the last 3 years where offeror was the prime/general contractor and the work involved multiple subcontractors with multiple projects running concurrently. Contractor shall provide owner reference (name, title, organization, address, phone number). Send "Past Performance Data Collection Form" (page 215) to each owner referenced and instruct him/her to complete form and return to VA prior to solicitation response due date.

D.2 Contractor shall be evaluated on the sub criterion listed below. The five (5) sub factors listed below are all approximately equal in importance.

D.2.1 How did the contractor perform related to providing a reasonable approach for items of change?

D.2.2 How did the contractor perform regarding the provision of feedback on design work in advance of work?

D.2.3 How did the contractor perform relative to completing the project in a timely fashion?

D.2.4 How did the contractor perform relative to completing the punch list in a timely and thorough manor?

D.2.5 What quality did the contractor achieve for the overall project?

FACTOR 5. CONTRACT COEFFICIENT-PROPOSAL

The contract coefficients for work during normal work hours and work during other than normal work hours will be evaluated using cost-price analysis techniques to determine if

they are complete and reasonable. The non-pre-priced coefficients will be evaluated for reasonableness based on an analysis and comparison of the non-pre-priced coefficient as compared to the pre-priced coefficients(s). In evaluating the proposed coefficients, a clear audit trail must be evident as to the conversion of resource, overhead, and profit to the coefficients, and be consistent with the offeror's cost accounting system.

B. EVALUATION OF PROPOSAL.

1. The Government will evaluate the information submitted in response to the evaluation factors listed: Relevant Experience, Contractor Organization & Technical Approach; Past Performance; and Contract Coefficients (price). The technical (non-price related) evaluation factors are listed in descending order of importance. Factor 1 is significantly more important than Factor 2. Factor 2. is more important than Factor 3. Factor 3 is more important than Factor 4. When combined technical factors are significantly more important than Factor 5 (Coefficient) Price. Each of the sub-factors listed under the factors for Contractor Organization and Technical Approach are approximately equal in importance.

While the coefficients (price) evaluation factor is significantly less important than the Technical (non-price) factors, price will still be a substantial factor to determine overall value in the evaluation for award. The greater the equality of proposals, the more important price becomes in selecting the best value to the Government. Proposal risk is used to portray the evaluation of weaknesses in the offeror's proposals.

2. Proposals submitted in response to RFP VA-247-12-R-0127 shall include sections addressing Contractor Organization & Technical Approach; Past Performance; Relevant Experience, and Contract Coefficients (price). An Offeror's failure to provide the information specified in solicitation may result in that proposal not being considered for award. The proposal shall represent the Offeror's best effort to respond to the solicitation.

3. VA will use the general criteria in proposal evaluation as outlined in FAR 15.3.

4. BASIS FOR AWARD

4.1. As a basis for award, all technical evaluation factors, other than cost or price, when combined, are significantly more important than cost or price. **THEREFORE, THE GOVERNMENT RESERVES THE RIGHT TO AWARD TO OTHER THAN THE LOWEST PROPOSED CONTRACT COEFFICIENT(S).** However, the degree of importance of price as a factor could become greater depending upon the equality of the proposals for factors evaluated. The greater the equality of proposals, the more important price, and other price factors become in selecting the best value to the Government. Unreasonably high or low proposed prices may be grounds for eliminating a proposal from competition either on the basis that the Offeror does not understand the requirement or the Offeror has made an unreasonable/unrealistic proposal.

Submittal requirements for the evaluation are contained in the "Evaluation Factors For Award" section of the solicitation. Offerors will also be required to separately submit their price proposals.

4.2. The Trade-Off process allows the flexibility to subjectively compare technical and cost factors to determine the value of relative strengths, weaknesses, and risks of the proposals. The tradeoff process is essential to evaluate and compare factors in addition to price in order to select the most advantageous proposal and obtain the best value to the Government.

THE SCHEDULE

SUPPLIES OR SERVICES AND PRICE/COSTS

For submission of pricing proposal (Coefficient)

BASIC YEAR: 0001	JULY 1, 2012 – JUNE 30, 2013 PROVIDE CONSTRUCTION, MAINTENANCE, REPAIR, AND ALTERATIONS OF EXISTING REAL PROPERTY FACILITIES AND ASSETS, INCLUDING SITE AND UTILITY, LOCATED AT THE VA MEDICAL CENTER AND SUPPORTED FACILITEIS IN ACCORDANCE WITH THE GENERAL SCOPE OF WORK.
0002	CONTRACT COEFFICIENT-DURING NORMAL WORKING HOURS (MON-FRI 7:00 AM – 5:00 PM) <hr/>
0003 HOURS HOLIDAYS	CONTRACT COEFFICIENT – OUTSIDE NORMAL WORKING (MON-FRI 5:00 PM -7:00AM) PLUS WEEKENDS AND FEDERAL <hr/>
0004 NON-PREPRICED	OVERHEAD AND PROFIT COEFFICIENT FOR ALL ITEMS FOR THE BASE YEAR <hr/>
OPTION YEAR ONE: 1001	JULY 1, 2013 – JUNE 30, 2014 PROVIDE CONSTRUCTION, MAINTENANCE, REPAIR, AND ALTERATIONS OF EXISTING REAL PROPERTY FACILITIES AND ASSETS, INCLUDING SITE AND UTILITY, LOCATED AT THE VA MEDICALCENTER AND SUPPORTED FACILITEIS IN ACCORDANCE WITH THE GENERAL SCOPE OF WORK.
1002	CONTRACT COEFFICIENT-DURING NORMAL WORKING HOURS (MON-FRI 7:00 AM – 5:00 PM) <hr/>
1003 HOURS HOLIDAYS	CONTRACT COEFFICIENT – OUTSIDE NORMAL WORKING (MON-FRI 5:00 PM -7:00AM) PLUS WEEKENDS AND FEDERAL <hr/>
1004 NON-PREPRICED	OVERHEAD AND PROFIT COEFFICIENT FOR ALL ITEMS FOR THE FIRST OPTION YEAR <hr/>

OPTION YEAR TWO: JULY 1, 2014 – JUNE 30, 2015

2001 PROVIDE CONSTRUCTION, MAINTENANCE, REPAIR, AND ALTERATIONS OF EXISTING REAL PROPERTY FACILITIES AND ASSETS, INCLUDING SITE AND UTILITY, LOCATED AT THE VA MEDICAL CENTER AND SUPPORTED FACILITEIS IN ACCORDANCE WITH THE GENERAL SCOPE OF WORK.

2002 CONTRACT COEFFICIENT-DURING NORMAL WORKING HOURS (MON-FRI 7:00 AM – 5:00 PM)

2003 CONTRACT COEFFICIENT – OUTSIDE NORMAL WORKING HOURS
(MON-FRI 5:00PM -7:00AM) PLUS WEEKENDS AND FEDERAL HOLIDAYS

2004 OVERHEAD AND PROFIT COEFFICIENT FOR ALL NON-PREPRICED ITEMS FOR THE SECOND OPTION YEAR

OPTION YEAR THREE: JULY 1, 2015 – JUNE 30, 2016

2001 PROVIDE CONSTRUCTION, MAINTENANCE, REPAIR, AND ALTERATIONS OF EXISTING REAL PROPERTY FACILITIES AND ASSETS, INCLUDING SITE AND UTILITY, LOCATED AT THE VA MEDICAL CENTER AND SUPPORTED FACILITEIS IN ACCORDANCE WITH THE GENERAL SCOPE OF WORK.

2002 CONTRACT COEFFICIENT-DURING NORMAL WORKING HOURS (MON-FRI 7:00 AM – 5:00 PM)

2003 CONTRACT COEFFICIENT – OUTSIDE NORMAL WORKING HOURS (MON-FRI 5:00PM -7:00AM) PLUS WEEKENDS AND FEDERAL HOLIDAYS

2004 OVERHEAD AND PROFIT COEFFICIENT FOR ALL NON-PREPRICED ITEMS FOR THE SECOND OPTION YEAR

OPTION YEAR FOUR: JULY 1, 2016 – JUNE 30, 2017

2001 PROVIDE CONSTRUCTION, MAINTENANCE, REPAIR, AND ALTERATIONS OF EXISTING REAL PROPERTY FACILITIES AND ASSETS, INCLUDING SITE AND UTILITY, LOCATED AT THE VA MEDICAL CENTER AND SUPPORTED FACILITEIS IN ACCORDANCE WITH THE GENERAL SCOPE OF WORK.

2002 CONTRACT COEFFICIENT-DURING NORMAL WORKING HOURS (MON-FRI 7:00 AM – 5:00 PM)

2003 CONTRACT COEFFICIENT – OUTSIDE NORMAL WORKING HOURS (MON-FRI 5:00PM -7:00AM) PLUS WEEKENDS AND FEDERAL

HOLIDAYS

2004 OVERHEAD AND PROFIT COEFFICIENT FOR ALL NON-PREPRICED ITEMS FOR THE SECOND OPTION YEAR

2.2 FAR 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)

2.3 FAR 52.216-18 ORDERING (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from the effective date of the contract through the end of the effective period.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

(End of Clause)

2.4 FAR 52.216-19 ORDER LIMITATIONS (OCT 1995)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than \$20,000, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor--

(1) Any order for a single item in excess of \$499,999;

(2) Any order for a combination of items in excess of \$499,999; or

(3) A series of orders from the same ordering office within 1 days that together call for quantities exceeding the limitation in paragraph (b)(1) or (2) of this section.

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.

(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 5 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of Clause)

2.5 FAR 52.216-22 INDEFINITE QUANTITY (OCT 1995)

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum." The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after the end date of each year unless contract is extended..

(End of Clause)

2.6 FAR 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within 30 days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed five (5) years.

(End of Clause)

2.7 FAR 52.222-5 DAVIS-BACON ACT--SECONDARY SITE OF THE WORK (JUL 2005)

(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, Davis-Bacon Act, of this solicitation.

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

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

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

(End of Provision)

2.8 FAR 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
7.3 %	6.9 %

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

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

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

(1) Name, address, and telephone number of the subcontractor;

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

(e) As used in this Notice, and in any contract resulting from this solicitation, the "covered area" is State of Ohio, County of Ross, City of Chillicothe

(End of Provision)

2.9 FAR 52.225-10 NOTICE OF BUY AMERICAN ACT REQUIREMENT --CONSTRUCTION MATERIALS (FEB 2009)

(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 Act--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 Act 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 Act 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 Act, based on claimed unreasonable cost of domestic construction material, by adding to the offered price the appropriate percentage of the cost of such foreign construction material, as specified in paragraph (b)(3)(i) of the clause at FAR 52.225-9.

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

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

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

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

domestic construction material. An offer based on use of the foreign construction material for which an exception was requested--

- (i) Will be rejected as nonresponsive if this acquisition is conducted by sealed bidding; or
- (ii) May be accepted if revised during negotiations.

(End of Provision)

2.10 FAR 52.228-1 BID GUARANTEE (SEP 1996)

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

(b) The bidder shall furnish a bid guarantee in the form of a firm commitment, e.g., bid bond supported by good and sufficient surety or sureties acceptable to the Government, postal money order, certified check, cashier's check, irrevocable letter of credit, or, under Treasury Department regulations, certain bonds or notes of the United States. The Contracting Officer will return bid guarantees, other than bid bonds, (1) to unsuccessful bidders as soon as practicable after the opening of bids, and (2) to the successful bidder upon execution of contractual documents and bonds (including any necessary coinsurance or reinsurance agreements), as required by the bid as accepted.-

(c) The amount of the bid guarantee shall be twenty (20) percent of the bid price or \$3,000,000, whichever is less.-

(d) If the successful bidder, upon acceptance of its bid by the Government within the period specified for acceptance, fails to execute all contractual documents or furnish executed bond(s) within 10 days after receipt of the forms by the bidder, the Contracting Officer may terminate the contract for default.

(e) In the event the contract is terminated for default, the bidder is liable for any cost of acquiring the work that exceeds the amount of its bid, and the bid guarantee is available to offset the difference.

(End of Provision)

2.11 FAR 52.232-19 AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR (APR 1984)

Funds are not presently available for performance under this contract beyond FY 2012. The Government's obligation for performance of this contract beyond that date is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise for performance under this contract beyond FY 2012, until funds are made available to the Contracting Officer for performance and until the Contractor receives notice of availability, to be confirmed in writing by the Contracting Officer.

(End of Clause)

2.12 FAR 52.233-2 SERVICE OF PROTEST (SEP 2006)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO),

shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from:

Hand-Carried Address:

Building 1, Room 127
Department of Veterans Affairs
Chillicothe VA Medical Center
17273 State Route 104
Chillicothe OH 45601

Mailing Address:

Department of Veterans Affairs
Chillicothe VA Medical Center (90C)
17273 State Route 104
Chillicothe OH 45601

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

(End of Provision)

2.13 FAR 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-

Thursday, May 31, 2012, at 9:30 AM (local time)

(c) Participants will meet at-

Building 1, Room 121, VAMedical Center Chillicothe, Ohio

(End of Provision)

2.14 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 specifications and drawings. The successful bidder or offeror will be required to submit proof that the item(s) he/she furnishes conforms to this requirement. This proof may be in the form of a

label or seal affixed to the equipment or supplies, warranting that they have been tested in accordance with and conform to the specified standards. Proof may also be furnished in the form of a certificate from one of the above listed organizations certifying that the item(s) furnished have been tested in accordance with and conform to the specified standards.

(End of Provision)

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

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

(End of Clause)

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

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

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

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

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

(End of Provision)

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

As an alternative to filing a protest with the contracting officer, an interested party may file a protest with the Deputy Assistant Secretary for Acquisition and Materiel Management, Acquisition Administration

Team, Department of Veterans Affairs, 810 Vermont Avenue, NW., Washington, DC 20420, or for solicitations issued by the Office of Construction and Facilities Management, the Director, Office of Construction and Facilities Management, 810 Vermont Avenue, NW., Washington, DC 20420. The protest will not be considered if the interested party has a protest on the same or similar issues pending with the contracting officer.

(End of Provision)

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

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

Or for solicitations issued by the Office of Construction and Facilities Management:
Director, Office of Construction and Facilities Management
811 Vermont Avenue, N.W.
Washington, DC 20420

2.18 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)

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

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

<http://www.acquisition.gov/far/index.html>
<http://www.va.gov/oamm/oa/ars/policyreg/vaar/index.cfm>

(End of Provision)

FAR 52.215-1	INSTRUCTIONS TO OFFERORS--COMPETITIVE ACQUISITION	JAN 2004
FAR 52.236-28	PREPARATION OF PROPOSALS--CONSTRUCTION	OCT 1997

REPRESENTATIONS AND CERTIFICATIONS

3.1 FAR 52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (MAR 2012)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 237310.

(2) The small business size standard is \$33.5 Million.

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

(b)(1) If the clause at 52.204-7, Central Contractor Registration, is included in this solicitation, paragraph (d) of this provision applies.

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

☐ (i) Paragraph (d) applies.

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

(c)(1) The following representations or certifications in ORCA 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 clause at 52.204-7, Central Contractor Registration.

(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. This provision applies to solicitations using funds appropriated in fiscal years 2008, 2009, or 2010.

(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 Act Certificate. This provision applies to solicitations containing the clause at 52.225-1.

(xvii) 52.225-4, Buy American Act--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 \$77,494, the provision with its Alternate II applies.

(D) If the acquisition value is \$77,494 or more but is less than \$100,000, the provision with its Alternate III applies.

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

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

(xx) 52.225-25, Prohibition on Contracting with Entities Engaging in Sanctioned Activities 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--

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

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

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

☐ (i) 52.219-22, Small Disadvantaged Business Status.

☐ (A) Basic.

☐ (B) Alternate I.

☐ (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 Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment Certification.

☐ (iv) 52.222-52 Exemption from Application of the Service Contract Act 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 Online Representations and Certifications Application (ORCA) website accessed through <https://www.acquisition.gov>. After reviewing the ORCA 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
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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 ORCA.

(End of Provision)

3.2 FAR 52.209-7 INFORMATION REGARDING RESPONSIBILITY MATTERS (FEB 2012)

(a) Definitions. As used in this provision--

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

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

(1) The total value of all current, active contracts and grants, including all priced options; and

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

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

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

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

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

(i) In a criminal proceeding, a conviction.

(ii) In a civil proceeding, a finding of fault and liability that results in the payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more.

(iii) In an administrative proceeding, a finding of fault and liability that results in--

(A) The payment of a monetary fine or penalty of \$5,000 or more; or

(B) The payment of a reimbursement, restitution, or damages in excess of \$100,000.

(iv) In a criminal, civil, or administrative proceeding, a disposition of the matter by consent or compromise with an acknowledgment of fault by the Contractor if the proceeding could have led to any of the outcomes specified in paragraphs (c)(1)(i), (c)(1)(ii), or (c)(1)(iii) of this provision.

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

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

(End of Provision)

GENERAL CONDITIONS

4.1 FAR 52.209-9 UPDATES OF PUBLICLY AVAILABLE INFORMATION REGARDING RESPONSIBILITY MATTERS (FEB 2012)

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

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

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

(i) Government personnel and authorized users performing business on behalf of the Government; or

(ii) The Contractor, when viewing data on itself; and

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

(i) Past performance reviews required by subpart 42.15;

(ii) Information that was entered prior to April 15, 2011; or

(iii) Information that is withdrawn during the 14-calendar-day waiting period by the Government official who posted it in accordance with paragraph (c)(1) of this clause.

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

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

(2) The Contractor will also have an opportunity to post comments regarding information that has been posted by the Government. The comments will be retained as long as the associated information is retained, i.e., for a total period of 6 years. Contractor comments will remain a part of the record unless the Contractor revises them.

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

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

(End of Clause)

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

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

GSA Federal Supply Service
Specifications Section, Suite 8100
470 East L'Enfant Plaza SW
Washington, DC 20407

Telephone (202) 619-8925

Facsimile (202) 619-8978.

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

(End of Provision)

4.3 FAR 52.211-3 AVAILABILITY OF SPECIFICATIONS NOT LISTED IN THE GSA INDEX OF FEDERAL SPECIFICATIONS, STANDARDS AND COMMERCIAL ITEM DESCRIPTIONS (JUN 1988)

The specifications cited in this solicitation may be obtained from:

Activity: www.fbo.gov

Complete Address:

Department of Veterans Affairs
VA Medical Center (90C)
Chillicothe, Ohio 45601

Telephone Number: 740-772-7012

Person to be Contacted: Joyce Graves, Contract Specialist

Time(s) for Viewing: one set available

The request should identify the solicitation number and the specification requested by date, title, and number, as cited in the solicitation.

(End of Provision)

4.4 FAR 52.211-4 AVAILABILITY FOR EXAMINATION OF SPECIFICATIONS NOT LISTED IN THE GSA INDEX OF FEDERAL SPECIFICATIONS, STANDARDS AND COMMERCIAL ITEM DESCRIPTIONS (JUN 1988)

Activity: See Reference Standards Section

Complete address:

Telephone number:

Person to be contacted:

Time(s) for viewing:

(End of Provision)

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

The Contractor shall be required to (a) commence work under this contract within ten (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 the times as specified in the task order after receipt of Notice to Proceed.. The time stated for completion shall include final cleanup of the premises.

(End of Clause)

4.6 FAR 52.219-28 POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION (APR 2009)

(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/services/contractingopportunities/sizestandardstopics/>.

(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 rerepresentation required by paragraph (b) of this clause by validating or updating all its representations in the Online Representations and Certifications Application and its data in the Central Contractor Registration, 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 ORCA, or does not have a representation in ORCA 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 237310 assigned to contract number .

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

(End of Clause)

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

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

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

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

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

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

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

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

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

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

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

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

(f) Subcontracts.

(1) The Contractor shall include the substance of this clause, including this paragraph (f), in every subcontract that exceeds \$10,000 and will be performed wholly or partially in the United States, unless exempted by the rules, regulations, or orders of the Secretary of Labor issued pursuant to section 3 of Executive Order 13496 of January 30, 2009, so that such provisions will be binding upon each subcontractor.

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

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

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

(End of Clause)

4.8 FAR 52.225-9 BUY AMERICAN ACT--CONSTRUCTION MATERIALS (SEP 2010)

(a) Definitions. As used in this clause--

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

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

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

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

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

(2) Does not include bulk cargo, as defined in section 3 of the Shipping Act of 1984 (46 U.S.C. App. 1702), such as agricultural products and petroleum products.

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

"Construction material" means an article, material, or supply brought to the construction site by the Contractor or a subcontractor for incorporation into the building or work. The term also includes an item

brought to the site preassembled from articles, materials, or supplies. However, emergency life safety systems, such as emergency lighting, fire alarm, and audio evacuation systems, that are discrete systems incorporated into a public building or work and that are produced as complete systems, are evaluated as a single and distinct construction material regardless of when or how the individual parts or components of those systems are delivered to the construction site. Materials purchased directly by the Government are supplies, not construction material.

"Cost of components" means--

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

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

"Domestic construction material" means--

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

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

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

(ii) The construction material is a COTS item.

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

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

(b) Domestic preference.

(1) This clause implements the Buy American Act (41 U.S.C. 10a-10d) by providing a preference for domestic construction material. In accordance with 41 U.S.C. 431, the component test of the Buy American Act 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:

NONE

(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 Act 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 Act 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 Act.

(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 Act 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 Act applies, use of foreign construction material is noncompliant with the Buy American Act.

(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 (dollars)*	Unit of Quantity	Price
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)

4.9 FAR 52.228-5 INSURANCE - WORK ON A GOVERNMENT INSTALLATION (JAN 1997)

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

(b) Before commencing work under this contract, the Contractor shall notify the Contracting Officer in writing that the required insurance has been obtained. The policies evidencing required insurance shall

contain an endorsement to the effect that any cancellation or any material change adversely affecting the Government's interest shall not be effective--

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

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

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

(End of Clause)

4.10 SUPPLEMENTAL INSURANCE REQUIREMENTS

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

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

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

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

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

(End of Clause)

4.11 VAAR 852.203-70 COMMERCIAL ADVERTISING (JAN 2008)

The bidder or offeror agrees that if a contract is awarded to him/her, as a result of this solicitation, he/she will not advertise the award of the contract in his/her commercial advertising in such a manner as to state or imply that the Department of Veterans Affairs endorses a product, project or commercial line of endeavor.

(End of Clause)

**4.12 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)

4.13 VAAR 852.228-70 BOND PREMIUM ADJUSTMENT (JAN 2008)

When net changes in original contract price affect the premium of a Corporate Surety Bond by \$5 or more, the Government, in determining the basis for final settlement, will provide for bond premium adjustment computed at the rate shown in the bond.

(End of Clause)

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

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

(a) The contracting officer's interpretation of the drawings and specifications will be final, subject to the disputes clause.

(b) Large scale drawings supersede small scale drawings.

(c) Dimensions govern in all cases. Scaling of drawings may be done only for general location and general size of items.

(d) Dimensions shown of existing work and all dimensions required for work that is to connect with existing work shall be verified by the contractor by actual measurement of the existing work. Any work at variance with that specified or shown in the drawings shall not be performed by the contractor until approved in writing by the contracting officer.

(End of Clause)

4.15 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)

4.16 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)

4.17 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)

4.18 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)

4.19 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)

4.20 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)

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

(a) Retainage:

(1) The contracting officer may retain funds:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

VALUE OF ADJUSTING, CORRECTING, AND TESTING SYSTEM

System	Percent
Pneumatic tube system.....	10
Incinerators (medical waste and trash).....	5
Sewage treatment plant equipment.....	5
Water treatment plant equipment.....	5
Washers (dish, cage, glass, etc.).....	5
Sterilizing equipment.....	5
Water distilling equipment.....	5
Prefab temperature rooms (cold, constant temperature).....	5

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

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

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

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

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

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

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

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

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

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

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

(End of Clause)

4.22 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)

4.23 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)

4.24 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)

4.25 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)

4.26 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)

4.27 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)

4.28 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)

4.29 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)

4.30 VAAR 852.273-76 ELECTRONIC INVOICE SUBMISSION (Interim - October 2008)

(a) To improve the timeliness of payments and lower overall administrative costs, VA strongly encourages contractors to submit invoices using its electronic invoicing system. At present, electronic submission is voluntary and any nominal registration fees will be the responsibility of the contractor. VA intends to mandate electronic invoice submission, subject to completion of the federal rulemaking process. At present, VA is using a 3rd party agent to contact contractors regarding this service. During the voluntary period, contractors interested in registering for the electronic system should contact the VA's Financial Services Center at <http://www.fsc.va.gov/einvoice.asp>.

4.31 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/oamm/oa/ars/policyreg/vaar/index.cfm>

(End of Clause)

FAR 52.202-1	DEFINITIONS	JAN 2012
FAR 52.203-3	GRATUITIES	APR 1984
FAR 52.203-5	COVENANT AGAINST CONTINGENT FEES	APR 1984
FAR 52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT	SEP 2006
FAR 52.203-7	ANTI-KICKBACK PROCEDURES	OCT 2010
FAR 52.203-8	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY	JAN 1997
FAR 52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY	JAN 1997
FAR 52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	OCT 2010
FAR 52.204-4	PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER	MAY 2011
FAR 52.204-7	CENTRAL CONTRACTOR REGISTRATION	FEB 2012
FAR 52.204-9	PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL	JAN 2011
FAR 52.204-10	REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS	FEB 2012
FAR 52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	DEC 2010
FAR 52.209-10	PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS	MAY 2012

FAR 52.215-2	AUDIT AND RECORDS--NEGOTIATION	OCT 2010
FAR 52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS	JAN 2011
FAR 52.222-1	NOTICE TO THE GOVERNMENT OF LABOR DISPUTES	FEB 1997
FAR 52.222-3	CONVICT LABOR	JUN 2003
FAR 52.222-4	CONTRACT WORK HOURS AND SAFETY STANDARDS ACT-OVERTIME COMPENSATION	JUL 2005
FAR 52.222-6	DAVIS-BACON ACT	JUL 2005
FAR 52.222-7	WITHHOLDING OF FUNDS	FEB 1988
FAR 52.222-8	PAYROLLS AND BASIC RECORDS	JUN 2010
FAR 52.222-9	APPRENTICES AND TRAINEES	JUL 2005
FAR 52.222-10	COMPLIANCE WITH COPELAND ACT REQUIREMENTS	FEB 1988
FAR 52.222-11	SUBCONTRACTS (LABOR STANDARDS)	JUL 2005
FAR 52.222-12	CONTRACT TERMINATION - DEBARMENT	FEB 1988
FAR 52.222-13	COMPLIANCE WITH DAVIS-BACON AND RELATED ACT REGULATIONS	FEB 1988
FAR 52.222-14	DISPUTES CONCERNING LABOR STANDARDS	FEB 1988
FAR 52.222-15	CERTIFICATION OF ELIGIBILITY	FEB 1988
FAR 52.222-21	PROHIBITION OF SEGREGATED FACILITIES	FEB 1999
FAR 52.222-26	EQUAL OPPORTUNITY	MAR 2007
FAR 52.222-27	AFFIRMATIVE ACTION COMPLIANCE REQUIREMENTS FOR CONSTRUCTION	FEB 1999
FAR 52.222-35	EQUAL OPPORTUNITY FOR VETERANS	SEP 2010
FAR 52.222-36	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES	OCT 2010
FAR 52.222-37	EMPLOYMENT REPORTS ON VETERANS	SEP 2010
FAR 52.222-50	COMBATING TRAFFICKING IN PERSONS	FEB 2009
FAR 52.222-54	EMPLOYMENT ELIGIBILITY VERIFICATION	JAN 2009
FAR 52.223-5	POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION ALTERNATE I (MAY 2011)	MAY 2011
FAR 52.223-6	DRUG-FREE WORKPLACE	MAY 2001
FAR 52.223-18	ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING	AUG 2011
FAR 52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES	JUN 2008
FAR 52.227-1	AUTHORIZATION AND CONSENT	DEC 2007
FAR 52.227-2	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT	DEC 2007
FAR 52.227-4	PATENT INDEMNITY--CONSTRUCTION CONTRACTS	DEC 2007
FAR 52.228-2	ADDITIONAL BOND SECURITY	OCT 1997
FAR 52.228-11	PLEDGES OF ASSETS	JAN 2012
FAR 52.228-12	PROSPECTIVE SUBCONTRACTOR REQUESTS FOR BONDS	OCT 1995
FAR 52.228-14	IRREVOCABLE LETTER OF CREDIT	DEC 1999
FAR 52.228-15	PERFORMANCE AND PAYMENT BONDS-- CONSTRUCTION	OCT 2010
FAR 52.229-3	FEDERAL, STATE, AND LOCAL TAXES	APR 2003
FAR 52.232-5	PAYMENTS UNDER FIXED-PRICE CONSTRUCTION CONTRACTS	SEP 2002

FAR 52.232-17	INTEREST	OCT 2010
FAR 52.232-23	ASSIGNMENT OF CLAIMS	JAN 1986
FAR 52.232-27	PROMPT PAYMENT FOR CONSTRUCTION CONTRACTS	OCT 2008
FAR 52.232-34	PAYMENT BY ELECTRONIC FUNDS TRANSFER-- OTHER THAN CENTRAL CONTRACTOR REGISTRATION	MAY 1999
FAR 52.233-1	DISPUTES ALTERNATE I (DEC 1991)	JUL 2002
FAR 52.233-3	PROTEST AFTER AWARD	AUG 1996
FAR 52.233-4	APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM	OCT 2004
FAR 52.236-2	DIFFERING SITE CONDITIONS	APR 1984
FAR 52.236-3	SITE INVESTIGATION AND CONDITIONS AFFECTING THE WORK	APR 1984
FAR 52.236-5	MATERIAL AND WORKMANSHIP	APR 1984
FAR 52.236-6	SUPERINTENDENCE BY THE CONTRACTOR	APR 1984
FAR 52.236-7	PERMITS AND RESPONSIBILITIES	NOV 1991
FAR 52.236-8	OTHER CONTRACTS	APR 1984
FAR 52.236-9	PROTECTION OF EXISTING VEGETATION, STRUCTURES, EQUIPMENT, UTILITIES, AND IMPROVEMENTS	APR 1984
FAR 52.236-10	OPERATIONS AND STORAGE AREAS	APR 1984
FAR 52.236-11	USE AND POSSESSION PRIOR TO COMPLETION	APR 1984
FAR 52.236-12	CLEANING UP	APR 1984
FAR 52.236-13	ACCIDENT PREVENTION	NOV 1991
FAR 52.236-14	AVAILABILITY AND USE OF UTILITY SERVICES	APR 1984
FAR 52.236-17	LAYOUT OF WORK	APR 1984
FAR 52.236-21	SPECIFICATIONS AND DRAWINGS FOR CONSTRUCTION ALTERNATE I (APR 1984)	FEB 1997
FAR 52.236-26	PRECONSTRUCTION CONFERENCE	FEB 1995
FAR 52.242-13	BANKRUPTCY	JUL 1995
FAR 52.242-14	SUSPENSION OF WORK	APR 1984
FAR 52.243-4	CHANGES	JUN 2007
FAR 52.244-5	COMPETITION IN SUBCONTRACTING	DEC 1996
FAR 52.244-6	SUBCONTRACTS FOR COMMERCIAL ITEMS	DEC 2010
FAR 52.246-12	INSPECTION OF CONSTRUCTION	AUG 1996
FAR 52.246-21	WARRANTY OF CONSTRUCTION	MAR 1994
FAR 52.248-3	VALUE ENGINEERING--CONSTRUCTION	OCT 2010
FAR 52.249-2	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED PRICE) ALTERNATE I (SEPT 1996)	APR 2012
FAR 52.249-10	DEFAULT (FIXED-PRICE CONSTRUCTION)	APR 1984
FAR 52.253-1	COMPUTER GENERATED FORMS	JAN 1991

See attached document VAMC CHILLICOTHE PAVING _ CONCRETE SITE WORK IDIQ_02.

See Wage Determination attached.

See attached document WAGE DETERMINATION 5-11-12.

See attached document TASK SHEET MODEL (1).

See attached document PARKING SEWER AND DRAINAGE (2) (1).

See attached document PAVING PH III TASK ORDERS MISC TASKS .

See attached document EXHIBITS 1 THRU 21 MARCH 2012.