

SOLICITATION, OFFER, AND AWARD (Construction, Alteration, or Repair)	1. SOLICITATION NUMBER VA241-17-R-0374	2. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)	3. DATE ISSUED 06-23-2017	PAGE OF PAGES 1 102

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

4. CONTRACT NUMBER		5. REQUISITION/PURCHASE REQUEST NUMBER 523-17-1-4940-0003	6. PROJECT NUMBER 523-398
7. ISSUED BY Department of Veterans Affairs VAMC Providence 830 Chalkstone Avenue Providence RI 02908	CODE	8. ADDRESS OFFER TO Department of Veterans Affairs (90C) Kathleen Koseoglu, Contract Specialist 830 Chalkstone Ave Providence RI 02908	
9. FOR INFORMATION CALL:	a. NAME Koseoglu Koseoglu	b. TELEPHONE NUMBER (Include area code) (NO COLLECT CALLS) 401-455-4911	

SOLICITATION

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

10. THE GOVERNMENT REQUIRES PERFORMANCE OF THE WORK DESCRIBED IN THESE DOCUMENTS (Title, identifying number, date)

Solicitation Title: Construct MRI/CT Radiology Addition Building 3. Project Number: 523-398, Boston Healthcare System, VA Medical Center, Brockton, MA 02301-5596

Contractor to provide all labor, materials, equipment, transportation, disposal and supervision necessary to Construct a two (2) story addition to building 3 to house a new 1.5 MRI unit along with associated support spaces, a new CT scanner on the first level and to relocate the Radiology Department with two(2) X-Ray units, a Bone Densitometer unit, Ultrasound, Mammography and associated support spaces on the second level, in accordance with the terms and conditions, specifications, drawings, applicable wage rates as incorporated herein.

This solicitation is 100% Set Aside for Veteran Owned Small Business in accordance with Public Law 109-461 38 USC 8127 and 8128 to be eligible for award of a Contract, the VOSB firm shall be verified by the Center for Veteran Enterprise (CVE) at the time of proposal submission and at time of award. SDVOSB's may provide a proposal but no preference will be given.

NAICS: 236220 - Size: \$36.5M

Magnitude of Construction between: \$5,000,000.00 to \$10,000,000.00.

Site Visit will be on 06/29/2017 at 9:00 AM at VAMC BrocktonLobby of Building 3. See site information on page: 7.

Request for Information (RFI's) last request date is: 07/13/2017.

REQUEST FOR INFORMATION: Submit all requests for information from the prime contractor electronically through EMAIL to Kathleen.Koseoglu@va.gov. No hard-copy proposals or facsimiles will be accepted. The deadline to submit electronic Requests for Information by the prime contractor is by 2:00 PM EST ON 7/13/2017. Please note: The VA has an email attachment limit of 5MB. Please inform the VA POC Kathleen Koseoglu if multiple emails will be sent due to constraint.

All bidders are responsible for monitoring and downloading any amendments from FedBizOpps <https://www.fbo.gov>.
** NOTE: All bidders are notified that the SF24 (Bid Bond) SF25 (Performance Bond) and SF25A (Payment Bond) were recently changed - (8/16) is the correct version. <http://www.gsa.gov/portal/forms/download/115982> (Bid Bond)
<http://www.gsa.gov/portal/forms/download/115986> (Payment Bond)
<http://www.gsa.gov/portal/forms/download/116006> (Performance Bond)
Note: All references to Bidders in the solicitation is replaced with Offerors.

11. The Contractor shall begin performance within <u>10</u> calendar days and complete it within <u>705</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:

- Sealed offers in original and Email Only copies to perform the work required are due at the place specified in Item 8 by 2:00 PM EST (hour) local time 07-24-2017 (date). If this is a sealed bid solicitation, offers must be publicly opened at that time. Sealed envelopes containing offers shall be marked to show the offeror's name and address, the solicitation number, the date and time offers are due.
- An offer guarantee ☒ is, ☐ is not required.
- All offers are subject to the (1) work requirements, and (2) other provisions and clauses incorporated in the solicitation in full text or by reference.
- Offers providing less than 120 calendar days for Government acceptance after the date offers are due will not be considered and will be rejected.

OFFER (Must be fully completed by offeror)

14. NAME AND ADDRESS OF OFFEROR (Include ZIP Code)		15. TELEPHONE NUMBER (Include area code)
		16. REMITTANCE ADDRESS (Include only if different than Item 14.)
CODE	FACILITY CODE	

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

AMOUNTS	See Statement of Items
	Experian No. _____

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

19. ACKNOWLEDGMENT OF AMENDMENTS

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

AMENDMENT NUMBER										
DATE.										

20a. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)	20b. SIGNATURE	20c. OFFER DATE
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AWARD (To be completed by Government)

21. ITEMS ACCEPTED:

22. AMOUNT \$0.00	23. ACCOUNTING AND APPROPRIATION DATA
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24. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)	ITEM	25. OTHER THAN FULL AND OPEN COMPETITION PURSUANT TO <input type="checkbox"/> 10 U.S.C. 2304(c)() <input type="checkbox"/> 41 U.S.C. 3304(a) ()
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26. ADMINISTERED BY Department of Veterans Affairs VAMC Providence 830 Chalkstone Avenue Providence RI 02908	27. PAYMENT WILL BE MADE BY Department of Veterans Affairs Financial Services Center P.O. Box 149971 Austin TX 78714-9971 PHONE: FAX:
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CONTRACTING OFFICER WILL COMPLETE ITEM 28 OR 29 AS APPLICABLE

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

Table of Contents

PART I - THE SCHEDULE	1
SECTION A - SOLICITATION/CONTRACT FORM.....	1
SF 1442 SOLICITATION, OFFER, AND AWARD (Construction, Alteration, or Repair)	1
INFORMATION REGARDING BIDDING MATERIAL, BID GUARANTEE AND BONDS.....	5
INSTRUCTIONS, CONDITIONS AND OTHER STATEMENTS TO BIDDERS/OFFERORS.....	6
2.1 52.216-1 TYPE OF CONTRACT (APR 1984)	6
2.2 52.222-5 CONSTRUCTION WAGE RATE REQUIREMENTS—SECONDARY SITE OF THE WORK (MAY 2014).....	6
2.3 52.225-10 NOTICE OF BUY AMERICAN REQUIREMENT—CONSTRUCTION MATERIALS (MAY 2014).....	6
2.4 52.228-1 BID GUARANTEE (SEP 1996)	7
2.5 52.233-2 SERVICE OF PROTEST (SEP 2006).....	8
2.6 52.236-27 SITE VISIT (CONSTRUCTION) (FEB 1995) ALTERNATE I (FEB 1995).....	8
STATEMENT OF WORK (CONSTRUCTION).....	9
2.7 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)	13
2.8 VAAR 852.228-72 ASSISTING SERVICE-DISABLED VETERAN-OWNED AND VETERAN-OWNED SMALL BUSINESSES IN OBTAINING BONDS (DEC 2009)	14
4.40 INSTRUCTION TO OFFEROR FOR SENDING REFERENCE QUESTIONNAIRE FORMS for RFP VA241-17-R-0374:.....	80
2.9 VAAR 852.233-70 PROTEST CONTENT/ALTERNATIVE DISPUTE RESOLUTION (JAN 2008)	14
2.10 VAAR 852.233-71 ALTERNATE PROTEST PROCEDURE (JAN 1998).....	15
2.11 VAAR 852.270-1 REPRESENTATIVES OF CONTRACTING OFFICERS (JAN 2008) 15	
REPRESENTATIONS AND CERTIFICATIONS.....	15
3.1 52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (JAN 2017)	15
3.2 52.209-5 REPRESENTATION BY CORPORATIONS REGARDING AN UNPAID TAX LIABILITY OR A FELONY CONVICTION UNDER ANY FEDERAL LAW (DEVIATION)(MAR 2012)	19
3.3 52.209-7 INFORMATION REGARDING RESPONSIBILITY MATTERS (JUL 2013).....	19
GENERAL CONDITIONS	21
4.1 52.211-10 COMMENCEMENT, PROSECUTION, AND COMPLETION OF WORK (APR 1984) ALTERNATE I (APR 1984).....	21
4.2 52.219-28 POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION (JUL 2013)	21
4.3 52.225-9 BUY AMERICAN—CONSTRUCTION MATERIALS (MAY 2014).....	22
4.4 52.236-4 PHYSICAL DATA (APR 1984)	25
4.5 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)	26
4.6 SUPPLEMENTAL INSURANCE REQUIREMENTS.....	26
4.7 52.210-1 MARKET RESEARCH (APR 2011)	27

4.8 VAAR 852.203-70 COMMERCIAL ADVERTISING (JAN 2008)	30
4.9 VAAR 852.203-71 DISPLAY OF DEPARTMENT OF VETERAN AFFAIRS HOTLINE POSTER (DEC 1992)	30
4.10 VAAR 852.211-73 BRAND NAME OR EQUAL (JAN 2008)	30
4.11 VAAR 852.211-74 LIQUIDATED DAMAGES (JAN 2008)	31
4.12 VAAR 852.219-11 VA NOTICE OF TOTAL VETERAN-OWNED SMALL BUSINESS SET-ASIDE (JUL 2016)(DEVIATION)	31
4.13 VAAR 852.236-71 SPECIFICATIONS AND DRAWINGS FOR CONSTRUCTION (JUL 2002)	32
4.14 VAAR 852.232-72 ELECTRONIC SUBMISSION OF PAYMENT REQUESTS (NOV 2012)	32
4.15 VAAR 852.236-72 PERFORMANCE OF WORK BY THE CONTRACTOR (JUL 2002)	34
4.16 VAAR 852.236-74 INSPECTION OF CONSTRUCTION (JUL 2002)	34
4.17 VAAR 852.236-76 CORRESPONDENCE (APR 1984)	34
4.18 VAAR 852.236-77 REFERENCE TO "STANDARDS" (JUL 2002)	35
4.19 VAAR 852.236-78 GOVERNMENT SUPERVISION (APR 1984)	35
4.20 VAAR 852.236-79 DAILY REPORT OF WORKERS AND MATERIAL (APR 1984)	35
4.21 VAAR 852.236-80 SUBCONTRACTS AND WORK COORDINATION (APR 1984)	35
4.22 VAAR 852.236-82 PAYMENTS UNDER FIXED-PRICE CONSTRUCTION CONTRACTS (WITHOUT NAS) (APR 1984)	36
4.23 VAAR 852.236-84 SCHEDULE OF WORK PROGRESS (NOV 1984)	39
4.24 VAAR 852.236-85 SUPPLEMENTARY LABOR STANDARDS PROVISIONS (APR 1984)	39
4.25 VAAR 852.236-86 WORKER'S COMPENSATION (JAN 2008)	39
4.26 VAAR 852.236-87 ACCIDENT PREVENTION (SEP 1993)	40
4.27 VAAR 852.236-88 CONTRACT CHANGES--SUPPLEMENT (JUL 2002)	40
4.28 VAAR 852.228-70 BOND PREMIUM ADJUSTMENT (JAN 2008)	42
4.29 VAAR 852.236-89 BUY AMERICAN ACT (JAN 2008)	42
4.30 VAAR 852.236-91 SPECIAL NOTES (JUL 2002)	42
4.31 VAAR 852.246-74 SPECIAL WARRANTIES (JAN 2008)	43
4.32 MANDATORY WRITTEN DISCLOSURES	43
4.33 SECURITY REQUIREMENTS	45
4.34 VA INFORMATION AND INFORMATION SYSTEM SECURITY/PRIVACY LANGUAGE FOR INCLUSION INTO CONTRACTS, AS APPROPRIATE	46
4.35 INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS	50
4.36 PROPOSAL EVALUATION AND BASIS FOR AWARD GENERAL INFORMATION	51
4.37 STATEMENT OF OFFER ITEM(S)	65
4.38 INSTRUCTION TO OFFEROR SEND REFERENCE QUESTIONNAIRE FORMS	80
4.39 PAST PERFORMANCE INFORMATION FORM	83
4.40 SUBCONTRACTOR INFORMATION AND CONSENT FORM	86
4.41 CALCULATION OF SELF-PERFORMED WORK	89
4.42 General Decision Number: MA170017 04/07/2017 MA17	91

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

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INSTRUCTIONS, CONDITIONS AND OTHER STATEMENTS TO BIDDERS/OFFERORS

2.1 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)

2.2 52.222-5 CONSTRUCTION WAGE RATE REQUIREMENTS— SECONDARY SITE OF THE WORK (MAY 2014)

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

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

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

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

(End of Provision)

2.3 52.225-10 NOTICE OF BUY AMERICAN REQUIREMENT— CONSTRUCTION MATERIALS (MAY 2014)

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

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

(c) Evaluation of offers.

(1) The Government will evaluate an offer requesting exception to the requirements of the Buy American statute, based on claimed unreasonable cost of domestic construction material, by adding to the

offered price the appropriate percentage of the cost of such foreign construction material, as specified in paragraph (b)(3)(i) of the clause at FAR 52.225-9.

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

(d) Alternate offers.

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

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

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

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

(ii) May be accepted if revised during negotiations.

(End of Provision)

2.4 52.228-1 BID GUARANTEE (SEP 1996)

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

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

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

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

(c) The amount of the bid guarantee shall be 20 percent of the bid price or 3,000,000.00, whichever is less.

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

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

(End of Provision)

2.5 52.233-2 SERVICE OF PROTEST (SEP 2006)

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

Linda Ward

Contracting Officer
Hand-Carried Address:

Department of Veterans Affairs

VAMC Manchester
BSB Suite 105 (90C)
718 Smyth Toad
Manchester NH 03104
Mailing Address:

Department of Veterans Affairs

VAMC Manchester
Attn: Linda Ward
718 Smyth Toad
Manchester NH 03104

(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)

2.6 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—

May 31, 2017 at 3:00 PM EST

(c) Participants will meet at—

the COR, Joseph Harnois, VAMC Brockton, MA, Bldg 3 entrance.

(End of Provision)

<u>FAR</u> <u>Number</u>	<u>Title</u>	<u>Date</u>
52.204-16	COMMERCIAL AND GOVERNMENT ENTITY CODE REPORTING	JUL 2016

STATEMENT OF WORK (CONSTRUCTION)

1. PROJECT DATA:

TITLE: MRI/CT/Radiology Addition 523-398

BUILDING/FACILITY: VHA BOSTON HEALTHCARE SYSTEM, BROCKTON CAMPUS,
BUILDING 3

940 BELMONT STREET, BROCKTON, MASSACHUSETTS 02301

PROJECT NUMBER: 523-398

COR: Joseph Harnois, PE

REQUESTOR: Engineering Svc.

CONTRACTOR: TBA

CONSTRUCTION DURATION: 615 Calendar Days.

2. GENERAL SCOPE:

The Contractor shall provide all labor, equipment, materials and supervision for the construction of a two (2) story addition to Building 3 to house a new 1.5T MRI unit along with associated support spaces, a new CT scanner along with associated support spaces on the first level and to relocate the Radiology Department with two (2) X Ray units, a Bone Densitometer unit, Ultrasound, Mammography and associated support spaces on the second level.

3. DETAILED REQUIREMENTS:

The Scope of Work is more fully described as follows:

ITEM I, GENERAL CONSTRUCTION: Includes all labor, material, equipment and supervision required to perform the required General construction work to construct a new 2-story addition to the existing Building No. 3 to house an MRI, CT Scan, and Radiology suite as described in drawings and specifications dated April 8, 2016 and entitled *Building 3 MRI/CT/Radiology Addition, Boston Healthcare System - Brockton Campus, Project #523-398* including selective demolition and alterations to Building No. 3 and general construction including but not limited to concrete foundations and elevated slabs; masonry, steel columns, beams, joists, floor and roof deck; architectural precast concrete wall panels; incidental miscellaneous carpentry; interior finish carpentry and interior architectural millwork; insulation; under-slab vapor retarder; ballasted EPDM roof system and roof edge securement system; sealants; hollow metal door frames and doors; flush solid core wood doors; door hardware; aluminum windows; interior wall construction consisting of non-load-bearing metal framing and gypsum board; interior finishes including ceramic tile, suspended acoustical ceilings, carpet, wall hung acoustical panels and paint; interior signage; cubicle curtains and tracks; door and wall impact protection; toilet accessories; fire extinguisher cabinets; projection screens; window treatment; radio frequency shielding and X-ray shielding; and incidental exterior construction including concrete walks, grading, drainage, necessary removal of existing structures and construction and certain other items.

ITEM II, ELECTRICAL WORK: Includes all labor, material, equipment and supervision to perform the required Electrical construction work on this project including but not limited to electrical power and lighting, communications and electronic safety and security.

ITEM III, MECHANICAL WORK: Includes all labor, material, equipment and supervision to perform the required Mechanical construction work on this project including but not limited to facility storm drainage, water distribution, sanitary sewerage and venting, medical gas system, HVAC systems, hydronic piping, HVAC control systems, chillers and computer room air conditioning.

4. DEDUCT ALTERNATES:

- A. DEDUCT ALTERNATE NO. 1: DELETE stone ballast on roof as specified.
- B. DEDUCT ALTERNATE NO. 2: DELETE blast-resistant enclosure at emergency generator, REPLACE with weatherproof sound attenuating enclosure as shown by Drawings and as specified.
- C. DEDUCT ALTERNATE NO. 3: DELETE all of the second floor interior construction of the new addition; construct the shell of the addition as a complete, weathertight enclosure including structural system, insulated precast concrete exterior walls (not including interior studs, insulation in the stud cavities or gypsum board); concrete floor slab on metal deck; windows and glazed aluminum framing systems complete with glazing; floor, wall, ceiling and roof expansion joints between existing construction and addition; and complete roof system; all as shown by Drawings and as specified. As part of this Alternate include closing of openings in existing exterior wall between existing building and new addition, and install doors, frame and hardware at opening CRB203A as shown by Drawings and as specified. As part of this alternate extend plumbing

system to juncture between existing construction and new addition and cap. As part of this Alternate install distribution panels and power to panels for electrical power and lighting at second floor. As part of this Alternate install air handling unit serving second floor, and supply and return ductwork only to point of entry to conditioned area.

- D. DEDUCT ALTERNATE NO. 4: DELETE all of the second floor construction of the new addition, and construct the new MRI/CT Radiology Addition to Building No. 3 as a complete one-story addition as shown by Drawings and as specified. As part of this Alternative there shall be no reduction in the structural framing to allow for a possible future second floor expansion.

5. SUBMITTAL REQUIREMENTS:

Contractor shall provide submittals as indicated in the “Schedule of Contractor’s Submittals” listed at the end of this section.

Contractor must submit a proposed Hazardous Materials Abatement Plan for VA approval. VA to review all applications, documents and drawings, make comments and approve before submission of application(s) to Federal/State regulators.

Contractor to submit a schedule identifying planned days of work, identifying which area and activities will commence; additionally, the contractors schedule shall verify that the construction completion date does not exceed the contracted work period.

Schedule of Contractor’s Submittals:

Infection Control Risk Assessment (ICRA)	Request pre-construction review
Interim Life Safety Measures (ILSM)	Request pre-construction review
Green Environmental Management (GEMs)	Request pre-construction review
Utility Outages	Request
Parking Space Closings	Request
Site Safety	Job Specific Written Plan, OSHA Certification (30 HR for Supervisor, 10 HR for Laborers)
Subcontractors	Company name, address, phone number
Work Site employees	Name, Company name
Construction Schedule	MS Project or other

6. SAFETY PRECAUTIONS

- A. The Contractor shall comply with project Specification Section 01 35 26.
- B. The Contractor shall comply with all applicable Federal, State and local legal requirements regarding workers health and safety. The requirements include but are not limited to, those found in Federal and State Occupational Safety and Health Act (OSHA) statutes and regulations, such as applicable provisions of Title 29, Code of Federal Regulations (CFR) Parts 1910 and 1926. Contractor is solely responsible for determining the legal requirements that apply to activities, and shall ensure safe and healthful working conditions for its employees.
- C. Contractor shall assume the responsibility to guard against causing of fires and/or explosions and to protect Government Property.
- D. The Contractor shall perform the work in a manner consistent with the area security and fire safety regulations especially with regard to exits and exit way access. Utility shutdowns shall not compromise security, communication or fire safety for occupants.
- E. No flammable liquids shall be stored or used in the medical center.
- F. The necessary number and appropriate types of portable fire extinguishers are required per National Fire Protection Agency (NFPA) 10 and NFPA 241. Contractor shall keep certification on site at all times of extinguisher inspections.
- G. The Contractor shall receive from the COR a permit for all cutting, welding, and soldering 24 hours in advance. All permits shall be prominently displayed during all construction.
- H. All necessary precautions shall be taken by the contractor to prevent accidental operation of any existing smoke detectors or sprinkler heads.
- I. The Contractor shall comply with an Infection Control Risk Assessment (ICRA) which will be developed with the COR and the Infection Control Practitioner assigned to the project at the Preconstruction Conference. Multiple ICRA's may be necessary to address specific risks at various stages of the project and must be approved prior to proceeding on each phase.

7. HAZARDOUS MATERIAL REPORTING:

- A. The Contractor shall maintain hazardous material inventories and material safety data sheets (MSDS) for all hazardous materials (as defined in CFR 1910.120, 40 CFR's 355, 370, & 372) to be stored and used on this Medical Center. Hazardous materials must be inventoried when received and at the projects completion. The amounts used shall be maintained for the project duration, and for the calendar year (ending 31 December).
- B. Hazardous Materials Inventories, Material Safety Data Sheets and material quantities used shall be

submitted to the Contracting Officer for approval.

- C. In the event of a spill, Contractor shall immediately notify the Contracting Officer's Technical Representative (extension 5138) as well as the Contracting Officer. The Contractor shall be solely responsible for the expense of any cleanup of such spill, and the cleanup shall be in accordance with the applicable provisions of 40 CFR Part 761.

8. ENVIRONMENTAL PROTECTION:

- A. In order to provide for abatement and control of all environmentally hazardous materials arising from demolition and/or construction activities, the Contractor shall comply with all applicable environmentally hazardous material control and abatement and all applicable provisions of the Corps of Engineers' Manual EM 385-1-1, "General Safety Requirements" as well as the specific requirements stated elsewhere in the Contract Documents.
- B. Contractor is responsible for daily cleanup of all areas affected by construction. Construction areas in use or affected shall be returned to condition in which they were turned over or initially found. VA Housekeeping shall not be dispatched for cleaning associated with contractor construction.
- C. Contractor shall take every precaution in preserving flooring, finishes, equipment, and furniture in areas of construction. Contractor shall repair or replace any damage incurred during construction at their expense.
- D. Contractor shall use freight elevators for transmission of materials and personnel. Contractor shall take every precaution in preserving the elevators, including the hoist way and lobby doors, interior finishes, and shall conduct all good practices in observing lifting and motor components tolerances. Any damage incurred to any elevator component due to negligence will be repaired at expense of the contractor, within the work day of incurred damage.

END OF SCOPE OF WORK

2.7 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

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

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

(End of Provision)

<u>FAR Number</u>	<u>Title</u>	<u>Date</u>
52.215-1	INSTRUCTIONS TO OFFERORS—COMPETITIVE ACQUISITION	JAN 2017
52.222-23	NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY FOR CONSTRUCTION	FEB 1999

2.8 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)

2.9 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)

2.10 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)

2.11 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)

REPRESENTATIONS AND CERTIFICATIONS

3.1 52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (JAN 2017)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 236220.

(2) The small business size standard is \$36.5 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 provision at 52.204-7, System for Award Management, is included in this solicitation, paragraph (d) of this provision applies.

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

☐ (i) Paragraph (d) applies.

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

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

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

- (A) The acquisition is to be made under the simplified acquisition procedures in Part 13;
- (B) The solicitation is a request for technical proposals under two-step sealed bidding procedures; or
- (C) The solicitation is for utility services for which rates are set by law or regulation.

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

(iii) 52.203-18, Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements or Statements—Representation. This provision applies to all solicitations.

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

(v) 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.

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

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

(viii) 52.209-11, Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law. This provision applies to all solicitations.

(ix) 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.

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

(xi) 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.

(xii) 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.

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

(xiv) 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.

(xv) 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.

(xvi) 52.222-57, Representation Regarding Compliance with Labor Laws (Executive Order 13673). This provision applies to solicitations expected to exceed \$50 million which are issued from October 25, 2016 through April 24, 2017, and solicitations expected to exceed \$500,000, which are issued after April 24, 2017.

Note to paragraph (c)(1)(xvi): By a court order issued on October 24, 2016, 52.222-57 is enjoined indefinitely as of the date of the order. The enjoined paragraph will become effective immediately if the court terminates the injunction. At that time, DoD, GSA, and NASA will publish a document in the **Federal Register** advising the public of the termination of the injunction.

(xvii) 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.

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

(xix) 52.223-22, Public Disclosure of Greenhouse Gas Emissions and Reduction Goals--Representation. This provision applies to solicitations that include the clause at 52.204-7.)

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

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

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

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

(C) If the acquisition value is \$50,000 or more but is less than \$77,533, the provision with its Alternate II applies.

(D) If the acquisition value is \$77,533 or more but is less than \$100,000, the provision with its Alternate III applies.

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

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

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

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

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

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

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

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

☒ (ii) 52.204-20, Predecessor of Offeror.

☐ (iii) 52.222-18, Certification Regarding Knowledge of Child Labor for Listed End Products.

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

☐ (v) 52.222-52, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services—Certification.

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

☐ (vii) 52.227-6, Royalty Information.

☐ (A) Basic.

☐ (B) Alternate I.

☐ (viii) 52.227-15, Representation of Limited Rights Data and Restricted Computer Software.

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

title, date]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR Clause #	Title	Date	Change

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

(End of Provision)

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

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

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

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

(b) The Offeror represents that—

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

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

(End of Provision)

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

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

"Administrative proceeding" means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative Proceedings, Civilian Board of Contract Appeals Proceedings, and Armed Services Board of Contract Appeals Proceedings). This includes administrative proceedings at the Federal and State level but only in

connection with performance of a Federal contract or grant. It does not include agency actions such as contract audits, site visits, corrective plans, or inspection of deliverables.

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

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

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

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

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

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

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

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

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

(End of Provision)

GENERAL CONDITIONS

4.1 52.211-10 COMMENCEMENT, PROSECUTION, AND COMPLETION OF WORK (APR 1984) ALTERNATE I (APR 1984)

The Contractor shall be required to (a) commence work under this contract within 10 calendar days after the date the Contractor receives the notice to proceed, (b) prosecute the work diligently, and (c) complete the entire work ready for use not later than 705 days after receipt of award. The time stated for completion shall include final cleanup of the premises.

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

(End of Clause)

4.2 52.219-28 POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION (JUL 2013)

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

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

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

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

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

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

(3) For long-term contracts—

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

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

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

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

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

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

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

The Contractor represents that it [] is, [] is not a small business concern under NAICS Code 236220 assigned to contract number .

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

(End of Clause)

4.3 52.225-9 BUY AMERICAN—CONSTRUCTION MATERIALS (MAY 2014)

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

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

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

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

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

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

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

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

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

"Cost of components" means—

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

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

"Domestic construction material" means—

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

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

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

(ii) The construction material is a COTS item.

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

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

(b) Domestic preference.

(1) This clause implements 41 U.S.C. chapter 83, Buy American, by providing a preference for domestic construction material. In accordance with 41 U.S.C. 1907, the component test of the Buy American statute is waived for construction material that is a COTS item. (See FAR 12.505(a)(2)). The

Contractor shall use only domestic construction material in performing this contract, except as provided in paragraphs (b)(2) and (b)(3) of this clause.

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

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

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

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

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

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

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

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

(B) Unit of measure;

(C) Quantity;

(D) Price;

(E) Time of delivery or availability;

(F) Location of the construction project;

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

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

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

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

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

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

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

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

FOREIGN AND DOMESTIC CONSTRUCTION MATERIALS PRICE COMPARISON

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

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

[Include other applicable supporting information.]

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

(End of Clause)

4.4 52.236-4 PHYSICAL DATA (APR 1984)

Data and information furnished or referred to below is for the Contractor's information. The Government shall not be responsible for any interpretation of or conclusion drawn from the data or information by the Contractor.

(a) The indications of physical conditions on the drawings and in the specifications are the result of site investigations by:

Moser Pilon Nelson Architects

(b) Weather Conditions:

(c) Transportation Facilities

(d) Other Physical Data

(End of Clause)

4.5 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

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

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

(End of Clause)

<u>FAR Number</u>	<u>Title</u>	<u>Date</u>
52.202-1	DEFINITIONS	NOV 2013
52.203-3	GRATUITIES	APR 1984
52.203-5	COVENANT AGAINST CONTINGENT FEES	MAY 2014
<u>FAR Number</u>	<u>Title</u>	<u>Date</u>
52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT	SEP 2006
52.203-7	ANTI-KICKBACK PROCEDURES	MAY 2014
52.203-8	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY	MAY 2014
52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY	MAY 2014
52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	OCT 2010
52.203-13	CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT	OCT 2015
52.203-14	DISPLAY OF HOTLINE POSTER(S)	OCT 2015
52.203-16	PREVENTING PERSONAL CONFLICTS OF INTEREST	DEC 2011
52.204-4	PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER	MAY 2011
52.204-7	SYSTEM FOR AWARD MANAGEMENT	OCT 2016

4.6 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)

<u>FAR Number</u>	<u>Title</u>	<u>Date</u>
52.204-9	PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL	JAN 2011
52.204-10	REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS	OCT 2016
52.204-13	SYSTEM FOR AWARD MANAGEMENT MAINTENANCE	OCT 2016
52.204-14	SERVICE CONTRACT REPORTING REQUIREMENTS	OCT 2016
52.204-18	COMMERCIAL AND GOVERNMENT ENTITY CODE MAINTENANCE	JUL 2016
52.204-19	INCORPORATION BY REFERENCE OF REPRESENTATIONS AND CERTIFICATIONS	DEC 2014
52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	OCT 2015
52.209-9	UPDATES OF PUBLICLY AVAILABLE INFORMATION REGARDING RESPONSIBILITY MATTERS	JUL 2013
52.209-10	PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS	NOV 2015

4.7 52.210-1 MARKET RESEARCH (APR 2011)

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

"Commercial item" and "nondevelopmental item" have the meaning contained in Federal Acquisition Regulation 2.101.

(b) Before awarding subcontracts over the simplified acquisition threshold for items other than commercial items, the Contractor shall conduct market research to—

(1) Determine if commercial items or, to the extent commercial items suitable to meet the agency's needs are not available, nondevelopmental items are available that—

(i) Meet the agency's requirements;

(ii) Could be modified to meet the agency's requirements; or

(iii) Could meet the agency's requirements if those requirements were modified to a reasonable extent; and

(2) Determine the extent to which commercial items or nondevelopmental items could be incorporated at the component level.

(End of Clause)

<u>FAR Number</u>	<u>Title</u>	<u>Date</u>
52.211-6	BRAND NAME OR EQUAL	AUG 1999
52.215-2	AUDIT AND RECORDS—NEGOTIATION	OCT 2010
52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS	NOV 2016
52.222-1	NOTICE TO THE GOVERNMENT OF LABOR DISPUTES	FEB 1997
52.222-3	CONVICT LABOR	JUN 2003
52.222-4	CONTRACT WORK HOURS AND SAFETY STANDARDS— OVERTIME COMPENSATION	MAY 2014
52.222-6	CONSTRUCTION WAGE RATE REQUIREMENTS	MAY 2014
52.222-7	WITHHOLDING OF FUNDS	MAY 2014
52.222-8	PAYROLLS AND BASIC RECORDS	MAY 2014
52.222-9	APPRENTICES AND TRAINEES	JUL 2005
52.222-10	COMPLIANCE WITH COPELAND ACT REQUIREMENTS	FEB 1988
52.222-11	SUBCONTRACTS (LABOR STANDARDS)	MAY 2014
52.222-12	CONTRACT TERMINATION—DEBARMENT	MAY 2014
52.222-13	COMPLIANCE WITH CONSTRUCTION WAGE RATE REQUIREMENTS AND RELATED REGULATIONS	MAY 2014
52.222-14	DISPUTES CONCERNING LABOR STANDARDS	FEB 1988
52.222-15	CERTIFICATION OF ELIGIBILITY	MAY 2014
52.222-21	PROHIBITION OF SEGREGATED FACILITIES	APR 2015
52.222-26	EQUAL OPPORTUNITY	SEP 2016
52.222-27	AFFIRMATIVE ACTION COMPLIANCE REQUIREMENTS FOR CONSTRUCTION	APR 2015
52.222-36	EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES	JUL 2014
52.222-35	EQUAL OPPORTUNITY FOR VETERANS	OCT 2015
52.222-37	EMPLOYMENT REPORTS ON VETERANS	FEB 2016
52.222-40	NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT	DEC 2010
52.222-54	EMPLOYMENT ELIGIBILITY VERIFICATION	OCT 2015
52.222-62	PAID SICK LEAVE UNDER EXECUTIVE ORDER 13706	JAN 2017
52.223-17	AFFIRMATIVE PROCUREMENT OF EPA-DESIGNATED ITEMS IN SERVICE AND CONSTRUCTION CONTRACTS	MAY 2008
52.223-18	ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING	AUG 2011
52.227-4	PATENT INDEMNITY—CONSTRUCTION CONTRACTS	DEC 2007
52.227-2	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT	DEC 2007
52.228-2	ADDITIONAL BOND SECURITY	OCT 1997
52.228-11	PLEDGES OF ASSETS	JAN 2012
52.228-15	PERFORMANCE AND PAYMENT BONDS— CONSTRUCTION	OCT 2010
52.229-3	FEDERAL, STATE, AND LOCAL TAXES	FEB 2013
52.232-23	ASSIGNMENT OF CLAIMS	MAY 2014
52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER—SYSTEM FOR AWARD MANAGEMENT	JUL 2013
52.222-50	COMBATING TRAFFICKING IN PERSONS	MAR 2015
52.222-55	MINIMUM WAGES UNDER EXECUTIVE ORDER 13658	DEC 2015
52.222-60	PAYCHECK TRANSPARENCY (EXECUTIVE ORDER 13673)	OCT 2016
52.222-61	ARBITRATION OF CONTRACTOR EMPLOYEE CLAIMS (EXECUTIVE ORDER 13673)	DEC 2016
52.223-3	HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA	JAN 1997

52.223-5	POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION ALTERNATE I (MAY 2011)	MAY 2011
52.223-6	DRUG-FREE WORKPLACE	MAY 2001
52.223-15	ENERGY EFFICIENCY IN ENERGY-CONSUMING PRODUCTS	DEC 2007
52.223-21	FOAMS	JUN 2016
52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES	JUN 2008
52.227-1	AUTHORIZATION AND CONSENT	DEC 2007
52.228-5	INSURANCE—WORK ON A GOVERNMENT INSTALLATION	JAN 1997
52.228-12	PROSPECTIVE SUBCONTRACTOR REQUESTS FOR BONDS	MAY 2014
52.228-14	IRREVOCABLE LETTER OF CREDIT	NOV 2014
52.232-5	PAYMENTS UNDER FIXED-PRICE CONSTRUCTION CONTRACTS	MAY 2014
52.232-17	INTEREST	MAY 2014
52.232-18	AVAILABILITY OF FUNDS	APR 1984
52.232-27	PROMPT PAYMENT FOR CONSTRUCTION CONTRACTS	JAN 2017
52.232-39	UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS	JUN 2013
52.232-40	PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS	DEC 2013
52.233-1	DISPUTES ALTERNATE I (DEC 1991)	MAY 2014
52.233-3	PROTEST AFTER AWARD	AUG 1996
52.233-4	APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM	OCT 2004
52.236-1	PERFORMANCE OF WORK BY THE CONTRACTOR	APR 1984
52.236-2	DIFFERING SITE CONDITIONS	APR 1984
52.236-3	SITE INVESTIGATION AND CONDITIONS AFFECTING THE WORK	APR 1984
52.236-5	MATERIAL AND WORKMANSHIP	APR 1984
52.236-6	SUPERINTENDENCE BY THE CONTRACTOR	APR 1984
52.236-7	PERMITS AND RESPONSIBILITIES	NOV 1991
52.236-8	OTHER CONTRACTS	APR 1984
52.236-9	PROTECTION OF EXISTING VEGETATION, STRUCTURES, EQUIPMENT, UTILITIES, AND IMPROVEMENTS	APR 1984
52.236-10	OPERATIONS AND STORAGE AREAS	APR 1984
52.236-11	USE AND POSSESSION PRIOR TO COMPLETION	APR 1984
52.236-12	CLEANING UP	APR 1984
52.236-13	ACCIDENT PREVENTION	NOV 1991
52.236-14	AVAILABILITY AND USE OF UTILITY SERVICES	APR 1984
\$ 52.236-15	SCHEDULES FOR CONSTRUCTION CONTRACTS	APR 1984
52.236-17	LAYOUT OF WORK	APR 1984
52.236-21	SPECIFICATIONS AND DRAWINGS FOR CONSTRUCTION	FEB 1997
52.236-26	PRECONSTRUCTION CONFERENCE	FEB 1995
52.236-28	PREPARATION OF PROPOSALS—CONSTRUCTION	OCT 1997
52.242-13	BANKRUPTCY	JUL 1995
52.242-14	SUSPENSION OF WORK	APR 1984
52.243-4	CHANGES	JUN 2007
52.243-6	CHANGE ORDER ACCOUNTING	APR 1984
52.244-5	COMPETITION IN SUBCONTRACTING	DEC 1996
52.244-6	SUBCONTRACTS FOR COMMERCIAL ITEMS	JAN 2017
52.246-12	INSPECTION OF CONSTRUCTION	AUG 1996
52.246-21	WARRANTY OF CONSTRUCTION ALTERNATE I (APR 1984)	MAR 1994
52.248-3	VALUE ENGINEERING—CONSTRUCTION	OCT 2015
52.249-2	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED PRICE) ALTERNATE I (SEPT 1996)	APR 2012

52.249-10 DEFAULT (FIXED-PRICE CONSTRUCTION)
52.253-1 COMPUTER GENERATED FORMS

APR 1984
JAN 1991

4.8 VAAR 852.203-70 COMMERCIAL ADVERTISING (JAN 2008)

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

(End of Clause)

4.9 VAAR 852.203-71 DISPLAY OF DEPARTMENT OF VETERAN AFFAIRS HOTLINE POSTER (DEC 1992)

(a) Except as provided in paragraph (c) below, the Contractor shall display prominently, in common work areas within business segments performing work under VA contracts, Department of Veterans Affairs Hotline posters prepared by the VA Office of Inspector General.

(b) Department of Veterans Affairs Hotline posters may be obtained from the VA Office of Inspector General (53E), P.O. Box 34647, Washington, DC 20043-4647.

(c) The Contractor need not comply with paragraph (a) above if the Contractor has established a mechanism, such as a hotline, by which employees may report suspected instances of improper conduct, and instructions that encourage employees to make such reports.

(End of Clause)

4.10 VAAR 852.211-73 BRAND NAME OR EQUAL (JAN 2008)

(Note: as used in this clause, the term "brand name" includes identification of products by make and model.)

(a) If items called for by this invitation for bids have been identified in the schedule by a "brand name or equal" description, such identification is intended to be descriptive, but not restrictive, and is to indicate the quality and characteristics of products that will be satisfactory. Bids offering "equal" products (including products of the brand name manufacturer other than the one described by brand name) will be considered for award if such products are clearly identified in the bids and are determined by the Government to meet fully the salient characteristics requirements listed in the invitation.

(b) Unless the bidder clearly indicates in the bid that the bidder is offering an "equal" product, the bid shall be considered as offering a brand name product referenced in the invitation for bids.

(c)(1) If the bidder proposes to furnish an "equal" product, the brand name, if any, of the product to be furnished shall be inserted in the space provided in the invitation for bids, or such product shall be otherwise clearly identified in the bid. The evaluation of bids and the determination as to equality of the product offered shall be the responsibility of the Government and will be based on information furnished by the bidder or identified in his/her bid as well as other information reasonably available to the purchasing activity. CAUTION TO BIDDERS. The purchasing activity is not responsible for locating or securing any information that is not identified in the bid and reasonably available to the purchasing activity. Accordingly, to insure that sufficient information is available, the bidder must furnish as a part of

his/her bid all descriptive material (such as cuts, illustrations, drawings or other information) necessary for the purchasing activity to:

- (i) Determine whether the product offered meets the salient characteristics requirement of the Invitation for Bids, and
 - (ii) Establish exactly what the bidder proposes to furnish and what the Government would be binding itself to purchase by making an award. The information furnished may include specific references to information previously furnished or to information otherwise available to the purchasing activity.
- (2) If the bidder proposes to modify a product so as to make it conform to the requirements of the Invitation for Bids, he/she shall:
- (i) Include in his/her bid a clear description of such proposed modifications, and
 - (ii) Clearly mark any descriptive material to show the proposed modifications.
- (3) Modifications proposed after bid opening to make a product conform to a brand name product referenced in the Invitation for Bids will not be considered.

(End of Clause)

4.11 VAAR 852.211-74 LIQUIDATED DAMAGES (JAN 2008)

If any unit of the work contracted for is accepted in advance of the whole, the rate of liquidated damages assessed will be in the ratio that the value of the unaccepted work bears to the total amount of the contract. If a separate price for unaccepted work has not been stated in the contractor's bid, determination of the value thereof will be made from schedules of costs furnished by the contractor and approved by the contracting officer, as specified elsewhere in the contract.

(End of Clause)

4.12 VAAR 852.219-11 VA NOTICE OF TOTAL VETERAN-OWNED SMALL BUSINESS SET-ASIDE (JUL 2016)(DEVIATION)

- (a) *Definition.* For the Department of Veterans Affairs, “Veteran-owned small business or VOSB.”—
- (1) Means a small business concern—
 - (i) Not less than 51 percent of which is owned by one or more 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 veterans;
 - (ii) The management and daily business operations of which are controlled by one or more veterans;
 - (iii) The business meets Federal small business size standards for the applicable North American Industry Classification System (NAICS) code identified in the solicitation document;
 - (iv) The business has been verified for ownership and control pursuant to 38 CFR 74 and is so listed in the Vendor Information Pages database, (<https://www.vip.vetbiz.gov>): and
 - (v) The business will comply with subcontracting limitations in 13 CFR 125.6, as applicable
 - (2) “Veteran” is defined in 38 U.S.C. 101(2).

(b) *General.*

(1) Offers are solicited only from verified veteran-owned small business concerns. All service-disabled veteran-owned small businesses are also determined to be veteran-owned small businesses if they meet the criteria identified in paragraph (a)(1) of this section. Offers received from concerns that are not veteran-owned small business concerns shall not be considered.

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

(c) *Agreement.* A veteran-owned small business concern agrees that in the performance of the contract, the concern will comply with the limitation on subcontracting requirements in 13 CFR §125.6.

(d) A joint venture may be considered a veteran-owned small business concern if the joint venture complies with the requirements in 13 CFR 125.15, provided that any reference therein to SDVO SBC is to be construed to apply to a VA verified SDVOSB and/or VOSB as appropriate.

(e) Any 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 852.236-71 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)

4.14 VAAR 852.232-72 ELECTRONIC SUBMISSION OF PAYMENT REQUESTS (NOV 2012)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(End of Clause)

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

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

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

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

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

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

(End of Clause)

4.16 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)

4.17 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)

4.18 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)

4.19 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)

4.20 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)

4.21 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)

4.22 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)

4.23 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)

4.24 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)

4.25 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)

4.26 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)

4.27 VAAR 852.236-88 CONTRACT CHANGES--SUPPLEMENT (JUL 2002)

The clauses entitled "Changes" in FAR 52.243-4 and "Differing Site Conditions" in FAR 52.236-2 are supplemented as follows:

(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)

4.28 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)

4.29 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)

4.30 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)

4.31 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)

4.32 MANDATORY WRITTEN DISCLOSURES

Mandatory written disclosures required by FAR clause 52.203-13 to the Department of Veterans Affairs, Office of Inspector General (OIG) must be made electronically through the VA OIG Hotline at <http://www.va.gov/oig/contacts/hotline.asp> and clicking on "FAR clause 52.203-13 Reporting." If you experience difficulty accessing the website, call the Hotline at 1-800-488-8244 for further instructions.

See attached document: SPECS 523-398 MRI CT Radiolgy Construction.

See attached document: S02 523-398 MRI Equipment Dwgs-1.

See attached document: S02 523-398 MRI Equipment Dwgs-2.

See attached document: S02 523-398 MRI CT Radiology BK Construction Dwgs-01.

See attached document: S02 523-398 MRI CT Radiology BK Construction Dwgs-02.

See attached document: S02 523-398 MRI CT Radiology BK Construction Dwgs-03.

See attached document: S02 523-398 MRI CT Radiology BK Construction Dwgs-04.

See attached document: S02 523-398 MRI CT Radiology BK Construction Dwgs-05.

See attached document: S02 523-398 MRI CT Radiology BK Construction Dwgs-06.

See attached document: S02 523-398 MRI CT Radiology BK Construction Dwgs-07.

See attached document: S02 523-398 MRI CT Radiology BK Construction Dwgs-08.

See attached document: S02 523-398 MRI CT Radiology BK Construction Dwgs-09.

See attached document: S02 523-398 MRI CT Radiology BK Construction Dwgs-10.

See attached document: S02 523-398 MRI CT Radiology BK Construction Dwgs-11.

See attached document: S02 523-398 MRI CT Radiology BK Construction Dwgs-12.

See attached document: S02 523-398 MRI CT Radiology BK Construction Dwgs-13.

See attached document: OSHA 300 Safety Pre-Award Contractor Evaluation Form MRI CT RAD.

NOTICE-SAFETY COMPLIANCE REQUIREMENTS

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 of bid or request for proposal is submitted. For sealed bids, information shall be submitted in a separate sealed envelope and CD identified by the solicitation number, company name, and identified as “Safety Compliance Information”).

- A. **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) willful OSHA or any EPA violation(s) in the past three years.
- B. **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.

4.33 SECURITY REQUIREMENTS

In accordance with VA Handbook 6500.6, Appendix A, the C&A requirements do not apply and a Security Accreditation Package is not required.

The following Personal Identity Verification (PIV) of Contractors is applicable to this contract for prime contractor employees as well as all subcontractor employees:

Unsupervised, full-time, logical and/or physical access for more than six months OR more than 180 aggregate days in a one year period – PIV Card. ID Requirements: Two IDs compliant with PIV Guidelines. Background Investigation (BI) Requirements: Favorable Special Agreement Check (SAC) adjudication and an initiated National Agency Check with Written Inquiries (NACI).

Unsupervised, logical and/or physical access for less than six months OR less than 180 aggregate days in a one year period – Non-PIV Card. ID Requirements: Two IDs compliant with PIV Guidelines. Background Investigation (BI) Requirements: Favorable SAC adjudication.

Common physical access ONLY for less than six months OR less than 180 aggregate days in a one year period – Flash Badge. ID Requirements: One ID compliant with PIV Guidelines. Background Investigation (BI) Requirements: None.

The Contracting Officer and the COTR have determined that all three of the above requirements will be required for this project at different intervals of progress.

Background Investigations and Special Agreement Checks (Tailored)

All contractor employees are submit to the same level of investigation as VA employees who have unsupervised access, full-time, logical and/or physical access to Federal Facilities. The level of background investigation commensurate with the level of access needed to perform the statement of work is a NACI for PIV Card requirements and SAC for non-PIV Cards requirements. Flash badges do not require a BI. These requirements also apply to all subcontract personnel working under the contract.

The contractor shall bear the expense of obtaining the background investigations. If the investigation is conducted by the Office of Personnel Management (OPM) through the VA, the contractor shall reimburse the VA within 30 days.

4.34 VA INFORMATION AND INFORMATION SYSTEM SECURITY/PRIVACY LANGUAGE FOR INCLUSION INTO CONTRACTS, AS APPROPRIATE

1. GENERAL

Contractors, contractor personnel, subcontractors, and subcontractor personnel shall be subject to the same Federal laws, regulations, standards, and VA Directives and Handbooks as VA and VA personnel regarding information and information system security.

2. ACCESS TO VA INFORMATION AND VA INFORMATION SYSTEMS

- a. A contractor/subcontractor shall request logical (technical) or physical access to VA information and VA information systems for their employees, subcontractors, and affiliates only to the extent necessary to perform the services specified in the contract, agreement, or task order.
- b. All contractors, subcontractors, and third-party servicers and associates working with VA information are subject to the same investigative requirements as those of VA appointees or employees who have access to the same types of information. The level and process of background security investigations for contractors must be in accordance with VA Directive and Handbook 0710, *Personnel Suitability and Security Program*. The Office for Operations, Security, and Preparedness is responsible for these policies and procedures.
- c. Contract personnel who require access to national security programs must have a valid security clearance. National Industrial Security Program (NISP) was established by Executive Order 12829 to ensure that cleared U.S. defense industry contract personnel safeguard the classified information in their possession while performing work on contracts, programs, bids, or research and development efforts. The Department of Veterans Affairs does not have a Memorandum of Agreement with Defense Security Service (DSS). Verification of a Security Clearance must be processed through the Special Security Officer located in the Planning and National Security Service within the Office of Operations, Security, and Preparedness.
- d. Custom software development and outsourced operations must be located in the U.S. to the maximum extent practical. If such services are proposed to be performed abroad and are not disallowed by other VA policy or mandates, the contractor/subcontractor must state where all non-U.S. services are provided and detail a security plan, deemed to be acceptable by VA, specifically to address mitigation of the resulting problems of communication, control, data protection, and so forth. Location within the U.S. may be an evaluation factor.
- e. The contractor or subcontractor must notify the Contracting Officer immediately when an employee working on a VA system or with access to VA information is reassigned or leaves the contractor or subcontractor's employ. The Contracting Officer must also be notified immediately by the contractor or subcontractor prior to an unfriendly termination.

3. VA INFORMATION CUSTODIAL LANGUAGE

N/A

4. INFORMATION SYSTEM DESIGN AND DEVELOPMENT

N/A

5. INFORMATION SYSTEM HOSTING, OPERATION, MAINTENANCE, OR USE

N/A

6. SECURITY INCIDENT INVESTIGATION

a. The term “security incident” means an event that has, or could have, resulted in unauthorized access to, loss or damage to VA assets, or sensitive information, or an action that breaches VA security procedures. The contractor/subcontractor shall immediately notify the COTR and simultaneously, the designated ISO and Privacy Officer for the contract of any known or suspected security/privacy incidents, or any unauthorized disclosure of sensitive information, including that contained in system(s) to which the contractor/subcontractor has access.

b. To the extent known by the contractor/subcontractor, the contractor/subcontractor’s notice to VA shall identify the information involved, the circumstances surrounding the incident (including to whom, how, when, and where the VA information or assets were placed at risk or compromised), and any other information that the contractor/subcontractor considers relevant.

c. With respect to unsecured protected health information, the business associate is deemed to have discovered a data breach when the business associate knew or should have known of a breach of such information. Upon discovery, the business associate must notify the covered entity of the breach. Notifications need to be made in accordance with the executed business associate agreement.

d. In instances of theft or break-in or other criminal activity, the contractor/subcontractor must concurrently report the incident to the appropriate law enforcement entity (or entities) of jurisdiction, including the VA OIG and Security and Law Enforcement. The contractor, its employees, and its subcontractors and their employees shall cooperate with VA and any law enforcement authority responsible for the investigation and prosecution of any possible criminal law violation(s) associated with any incident. The contractor/subcontractor shall cooperate with VA in any civil litigation to recover VA information, obtain monetary or other compensation from a third party for damages arising from any incident, or obtain injunctive relief against any third party arising from, or related to, the incident.

7. LIQUIDATED DAMAGES FOR DATA BREACH

a. Consistent with the requirements of 38 U.S.C. §5725, a contract may require access to sensitive personal information. If so, the contractor is liable to VA for liquidated damages in the event of a data breach or privacy incident involving any SPI the contractor/subcontractor processes or maintains under this contract.

b. The contractor/subcontractor shall provide notice to VA of a “security incident” as set forth in the Security Incident Investigation section above. Upon such notification, VA must secure from a non-Department entity or the VA Office of Inspector General an independent risk analysis of the data breach to determine the level of risk associated with the data breach for the potential misuse of any sensitive personal information involved in the data breach. The term 'data breach' means the loss, theft, or other unauthorized access, or any access other than that incidental to the scope of employment, to data containing sensitive personal information, in electronic or printed form, that results in the potential compromise of the confidentiality or integrity of the data. Contractor shall fully cooperate with the entity performing the risk analysis. Failure to cooperate may be deemed a material breach and grounds for contract termination.

c. Each risk analysis shall address all relevant information concerning the data breach, including the following:

- (1) Nature of the event (loss, theft, unauthorized access);
- (2) Description of the event, including:
 - (a) date of occurrence;
 - (b) data elements involved, including any PII, such as full name, social security number, date of birth, home address, account number, disability code;
- (3) Number of individuals affected or potentially affected;
- (4) Names of individuals or groups affected or potentially affected;
- (5) Ease of logical data access to the lost, stolen or improperly accessed data in light of the degree of protection for the data, e.g., unencrypted, plain text;
- (6) Amount of time the data has been out of VA control;
- (7) The likelihood that the sensitive personal information will or has been compromised (made accessible to and usable by unauthorized persons);
- (8) Known misuses of data containing sensitive personal information, if any;
- (9) Assessment of the potential harm to the affected individuals;
- (10) Data breach analysis as outlined in 6500.2 Handbook, *Management of Security and*

Privacy Incidents, as appropriate; and

(11) Whether credit protection services may assist record subjects in avoiding or mitigating the results of identity theft based on the sensitive personal information that may have been compromised.

d. Based on the determinations of the independent risk analysis, the contractor shall be responsible for paying to the VA liquidated damages in the amount of \$39.50 per affected individual to cover the cost of providing credit protection services to affected individuals consisting of the following:

(1) Notification;

(2) One year of credit monitoring services consisting of automatic daily monitoring of at least 3 relevant credit bureau reports;

(3) Data breach analysis;

(4) Fraud resolution services, including writing dispute letters, initiating fraud alerts and credit freezes, to assist affected individuals to bring matters to resolution;

(5) One year of identity theft insurance with \$20,000.00 coverage at \$0 deductible; and

(6) Necessary legal expenses the subjects may incur to repair falsified or damaged credit records, histories, or financial affairs.

8. SECURITY CONTROLS COMPLIANCE TESTING

N/A

9. TRAINING

a. All contractor employees and subcontractor employees requiring access to VA information and VA information systems shall complete the following before being granted access to VA information and its systems:

(1) Sign and acknowledge (either manually or electronically) understanding of and responsibilities for compliance with the *Contractor Rules of Behavior*, Appendix E relating to access to VA information and information systems;

(2) Successfully complete the *VA Cyber Security Awareness and Rules of Behavior* training and annually complete required security training;

(3) Successfully complete the appropriate VA privacy training and annually complete required privacy training; and

(4) Successfully complete any additional cyber security or privacy training, as required for VA personnel with equivalent information system access *[to be defined by the VA program official and provided to the contracting officer for inclusion in the solicitation document – e.g., any role-based information security training required in accordance with NIST Special Publication 800-16, Information Technology Security Training Requirements.]*

b. The contractor shall provide to the contracting officer and/or the COTR a copy of the training certificates and certification of signing the Contractor Rules of Behavior for each applicable employee within 1 week of the initiation of the contract and annually thereafter, as required.

c. Failure to complete the mandatory annual training and sign the Rules of Behavior annually, within the timeframe required, is grounds for suspension or termination of all physical or electronic access privileges and removal from work on the contract until such time as the training and documents are complete.

4.35 INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

Joint Ventures and Teaming Agreements are subject to the requirements of Public Law 109-461 and VA Information Letter 049-06-4 dated March 12, 2006.

JOINT VENTURES: A Joint venture may be considered an SDVOSB or VOSB concern if at least one member of the joint venture is an SDVOSB or VOSB concern is small under the size standard corresponding to the NAICS code assigned to the procurement. The approved Joint Venture Agreement must be submitted prior to award to be considered. An offeror who intends to perform the contract using a Joint Venture Agreement must include an itemized detailed schedule of costs of major equipment, facilities, and other resources to be furnished by each party, where practical. The proposal should address the key responsibilities of the parties with regard to negotiation of the contract, source of labor (IAW VAAR Clause 852.219-10), and contract performance, including ways that the parties to the joint venture will ensure that the joint venture will meet the performance of the work requirements. If a joint venture is planned, please fill out corresponding attached form **Optional SUBCONTRACTOR INFORMATION AND CONSENT FORM Teaming Agreement**.

NOTE: General Wage Decision Number MA170017 06/16/2017 MA17 is hereby incorporated into this solicitation, however it is the responsibility of the contractor prior to the due date of the proposal to regularly check the wage decision so as to include the most current prevailing wage in their proposal. Contractors can view prevailing wages at www.gpo.gov/davisbacon/ma.html

PERFORMANCE PERIOD: 615 calendar days after receipt of written Notice to Proceed performed in concurrent or sequential phases as indicated or required. **Note:** See other portions of this Request for Proposal for Period of Performance when Deduct Alternates are enacted.

REQUEST FOR INFORMATION: Submit all requests for information from the prime contractor electronically **VIA EMAIL** to Kathleen.Koseoglu@va.gov . The deadline to submit electronic Requests for Information by the prime contractor is by **9:00am EDT on July 13, 2017**. All Requests for Information will be answered in an amendment to the solicitation.

Performance and Payment Bonds Will Be Required After Contract Award in the Amount of 100% of the Contract Price.

Failure to provide the documents will render the proposal noncompliant with solicitation requirements and the proposal will be eliminated from consideration.

4.36 PROPOSAL EVALUATION AND BASIS FOR AWARD GENERAL INFORMATION

A. GENERAL:

This solicitation is for a firm fixed price contract. The Government intends to award a contract to a qualified offeror deemed responsible in accordance with the Federal Acquisition Regulation (FAR), whose proposal conform to the RFP's requirements and is judged to represent the Best Value to the government using the Trade-off process. The Trade-off process is the most advantageous offer, price and other factors considered, and consistent with the Government's stated importance of evaluation criteria. This may result in award being made to a high-rated, higher-priced offeror where the Contracting Officer determines that the Past Performance and Technical capability of the higher-priced offeror outweighs the cost difference.

To arrive at a Trade-off process decision, the Contracting Officer will integrate the evaluation of Past Performance, Technical, and Price, with Past Performance and Technical, which are of equal weight, but when combined are significantly more important than Price. While the Government and the Contracting Officer will strive for maximum objectivity, the evaluation process, by its nature, is subjective and therefore, professional judgment is implicit throughout the entire evaluation process.

The source selection process will be conducted in accordance with FAR Part 15.3, source selection procedures. Offers will be evaluated using the criteria listed in "Evaluation Factors for Award."

The Contracting Officer will conduct proposal compliance review after closing for determination of basic proposal adequacy prior to providing the proposals to the board. Failure to provide a complete proposal consisting of all Sections, (Sections 4.34 through 4.41) required in the 2 Volumes may result in the proposal being removed from further consideration for award.

Noncompliance with the RFP requirements may raise serious questions regarding an offeror's technical and/or cost performance and may be grounds to eliminate the proposal from consideration for contract award. Failure to include all information requested may adversely affect the evaluation. A proposal that merely reiterates or promises to accomplish the requirements of the RFP will be considered unacceptable. A Proposal that is not presented in

an orderly format may be considered noncompliant with solicitation instructions, not evaluated, and removed from consideration for award. A proposal that is orderly and sufficiently documented will be easy for the Government to understand and will enable the Government to perform a thorough and fair evaluation.

Offerors must ensure that no pricing information is displayed in Volume No. 1 (Volumes 1, Past Performance and Technical Proposals).

Although the assessment of Past Performance as a specific evaluation factor is separate and distinct from the Determination of Responsibility required by FAR Part 9, Past Performance information obtained herein will be used during the Government's responsibility determination. The Government also reserves the right to obtain additional information solely for the purpose of making a responsibility determination from all offerors after receipt of proposals. Requests for responsibility information do not constitute discussions.

ENFORCEABILITY OF PROPOSAL: The proposal must set forth full, accurate and complete information as required by this solicitation. The Government will rely on such information in the award of a contract. By submission of the offer, the Offeror agrees that all items proposed (if applicable e.g., key personnel, subcontractors, plans, etc.) will be utilized for the duration of the contract and any substitutions will require prior Contracting Officer's approval.

The offeror shall be held responsible for the validity of all information supplied in his/her proposal, including that provided by potential subcontractors. Should subsequent investigation disclose that the facts and conditions were not as stated, the proposal may be rejected.

The Government reserves the right to reject any or all proposals at any time prior to award if such action is in the Government's best interest; negotiate with any or all offerors; award a contract to other than the offeror submitting the lowest price(s) or highest technically rated; and award contracts to offerors submitting a proposal determined by the Government to be the most advantageous to the Government.

B. EVALUATION FACTORS AND BASIS FOR AWARD:

Evaluation factors consists of Past Performance and Technical considerations, which are of equal weight, but when combined are significantly more important than Price. The evaluation process is as follows:

The Government will evaluate and rate an offeror's Past Performance using descriptive adjectives that most accurately define the offeror's performance risk considering each sub-factor identified in this section. Rating will be at the Factor Level.
The Government will evaluate and rate an offeror's Technical proposal using a color rating that combines technical merit and proposal risk. Rating will be at the Factor Level.
The Government will evaluate the reasonableness of the proposed price from the pricing schedule and will be incorporated in the resulting contract.
PROCESS: The following process will be used to determine the Trade-off process for selection of the basic contract award.

The risk assessment of Past Performance and color rating of Technical will be evaluated in conjunction with the price proposed. To arrive at a Trade-off process decision, the Source Selection Authority will integrate the evaluation of Past Performance, Technical, and Price; Past Performance and Technical, when combined, are significantly more important than Price. The proposal that represent the Trade-off process to the Government will be selected for award of the contract.

The Government intends to evaluate proposals and award a contract without discussions with offerors (except clarifications as described in FAR 15.306(a)). Therefore, the offeror's proposal should contain the offeror's best terms from a cost or price and technical approach. The Government reserves the right to conduct discussions if the Contracting Officer later determines them to be necessary. If the Contracting Officer determines that the number of proposals received exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals receiving a complete evaluation to the greatest number that will permit an efficient competition among the most highly rated proposals. In this event, only offerors receiving a Very Low Risk, Low Risk, Average or Neutral Risk rating in Past Performance may be evaluated for Technical and Price.

The Government reserves the right to waive informalities and minor irregularities in offers received. If a minor clerical error has occurred, then the offeror may be given an opportunity to correct the minor error within the constraints of the "clarifications" process.

C. PAST PERFORMANCE EVALUATION:

The Past Performance proposal evaluation will consider such things as an offeror's business practices, customer relationship, and ability to successfully perform as proposed and other considerations considering currency, relevancy, sources, context, and trends. Past Performance includes current on-going (present) performance.

The Government will conduct a performance risk assessment based upon the Past Performance of the offeror as it relates to the probability of successful accomplishment of the work required by the solicitation.

The Government will rate an offeror's Past Performance at the factor level using descriptive adjectives that most accurately define the offeror's performance risk considering all potential evaluation criteria identified in this section. Relevance will be considered in the overall Past Performance rating. Ratings will consider the offeror's Past Performance considering currency, relevancy, sources, context, and trends. The Past Performance evaluation will include, but is not limited, to the following:

1. Quality- Management and Workmanship
2. Timeliness and adherence to schedule
3. Specification compliance
4. Offeror's business practices
5. Customer relationship
6. Safety
7. Ability to successfully perform
8. Adequacy of safety programs
9. Infection Control Program

10. Overall customer satisfaction

To conduct the performance risk assessment, the Government may use data provided by the offeror, and data obtained from other sources. The Government may but is not limited to: evaluate present and past performance information through the use of questionnaires completed by the offeror's references; use data independently obtained from other Government or commercial sources, including, but not limited to Government databases; rely upon personal business experience with the offeror; and use the information provided in the Offeror's Past Performance Relevancy Questionnaires.

The evaluation will also consider information provided relative to corrective actions taken to resolve problems on past or existing contracts and trends in performance.

The evaluation may take into account Past Performance information regarding predecessor companies, key personnel who have relevant experience or subcontractors that will perform major or critical aspects of the requirement when such information is relevant to this acquisition. If multiple subcontractors are provided for the same discipline, the Government will use the lowest rated subcontractor in the evaluation.

Past Performance information on contracts not listed by the offeror, or that of planned subcontractors, may also be evaluated. The Government may contact references and contact parties other than those identified by the offeror and information received may be used in the evaluation of the offeror's Past Performance. While the Government may elect to consider data obtained from other sources, the burden of providing current accurate and complete Past Performance information rests with the offeror. The Government reserves the rights to obtain and evaluate Past Performance information from any source it deems appropriate.

An offeror with no Past Performance may receive a rating based on the evaluation of its predecessor companies, key personnel, and/or subcontractors, provided and has been executed and included in the proposal for proposed subcontractors and/or potential key personnel not employed by the contractor. These ratings may have the same weight as the ratings of the proposing company. If such information is not applicable (i.e., the offeror does not have a predecessor company, key personnel or subcontractors with relevant experience), the offeror shall be evaluated as "Neutral". However, the proposal of an offeror with no relevant Past Performance history, while rated "Neutral" in Past Performance, may not represent the most advantageous proposal to the Government and thus, may be an unsuccessful proposal when compared to the proposal of other offerors.

Currency, Relevancy, Trends: The Government will consider the currency, relevancy and trends of the performance information while conducting its performance evaluation.

For the purpose of this solicitation, currency is performance occurring within the last five years through the solicitation release date. Within this period, performance occurring later in the period may have greater significance than work occurring earlier in the period. For example, performance information for work occurring during 2016 may have greater importance than performance information for work occurring during 2012.

In assessing relevancy, the Government may evaluate an offeror's references for similarity of the methods to the scope of this solicitation, scope/type of contracts/projects, cost magnitude of projects as it relates to price, area of consideration requested, client type and location of work

performed as it relates to the location(s) of work to be performed under this contract. Performance on managing multiple projects at one time may also be considered.

The Government may consider an offeror's previous contracts in the aggregate in determining relevancy, should the offeror's present and past performance lend itself to this approach. For example, an offeror's work experience on three contracts may, by definition, represent only a *semi-relevant* effort when each contract is considered as a stand-alone effort. However, when these contracts are performed concurrently (in part or in whole) and are assessed in the aggregate, the work may more accurately reflect a *relevant* effort.

The following weighting apply to relevancy considering all the elements listed above;

VERY RELEVANT - Past/present performance efforts involve the magnitude of effort and complexities which are essentially what this solicitation requires;
RELEVANT - Past/present performance efforts involved less magnitude of effort and/or complexities, including some of what this solicitation requires;
SEMI-RELEVANT - Past/present performance efforts involved much less magnitude of effort and/or complexities, including some of what this solicitation requires;
NOT RELEVANT - Past/present performance efforts involved none or significantly less magnitude of effort and complexities, of what this solicitation requires.

In accordance with FAR 15.306(a)(2), if award will be made without conducting discussions, offerors may be given the opportunity to clarify certain aspects of their proposals, e.g., the relevance of an offeror's Past Performance information and adverse Past Performance information to which the offeror has not previously had an opportunity to respond, or to resolve minor clerical errors.

D. PAST PERFORMANCE RATINGS: The following ratings and related definitions will be used to define the performance risk.

<p>Very Low Risk: Performance met contract requirements and exceeded many to the Government's benefit. Problems, if any, were negligible and were resolved in a timely and highly effective manner. Performance was generally current and very relevant to relevant. Excellent probability of success with overall very low degree of risk in meeting Government's requirements.</p>
<p>Low Risk: Performance met contract requirements. Good quality. Minor problems may have been identified however; contractor took satisfactory corrective action to resolve where appropriate. Performance was current and generally relevant. Good probability of success with overall low degree of risk in meeting the government's requirements.</p>
<p>Average Risk: Performance met most contract requirements. Adequate quality. Problems may have been identified however; contractor usually took adequate corrective action. Performance was current and generally relevant to semi-relevant. OR Although performance exceeds expectations and was rated excellent to very good the projects submitted were generally semi-relevant to the efforts required by this solicitation. Fair probability of success with an average degree of risk in meeting the government's requirements.</p>
<p>Above Average Risk: Performance met some contract requirements. Fair quality. Problems may have been identified however; contractor sometimes took corrective action, but not always to the owner's satisfaction. Performance was current and generally semi-relevant. Fair probability of success with an overall above average risk in meeting the government's requirements.</p>
<p>High Risk: Performance did not meet some contractual requirements. There were problems, some of a somewhat serious to serious nature. Contractor's corrective action was sometimes marginally effective to ineffective. Performance was current and semi-relevant to not-relevant. Probability of success is questionable with an unacceptably high degree of risk in meeting the government's requirements.</p>
<p>Neutral: No current and/or relevant performance record is identifiable upon which to base a meaningful performance risk prediction. Government personnel were unable to identify any relevant Past Performance information for the offeror or key team members/subcontractors or their key personnel. This is neither a negative or positive assessment. Unknown.</p>

E. TECHNICAL PROPOSAL EVALUATION

The evaluation of each Technical Proposal will evaluate and measure the ability of the offeror to effectively manage the MRI/CT Radiology Addition project, provided in response to the submission requirements specified in the attached specifications. The Government will determine, based on the information provided, if the offeror has demonstrated the ability to perform complete project management of the construction project for MRI/CT Radiology Addition project.

The evaluation will be divided into seven (7) Subfactors. Subfactor 1 through 7 all are of equal importance. An overall rating will be assigned for Subfactors one (1) through seven (7).

1. Capability and Experience { Renovation in a Hospital Environment)
2. Organization
3. Quality Control
4. Specific Personnel
5. Scheduling Methodology
6. Safety {Evidence of a Construction Safety Program and Demonstrated Satisfactory Record of Safety Performance on Past Projects}
7. Infection Control

1. Capability and Experience:

Using the information and the projects/contracts discussed the Government will evaluate the quality and extent of related experience, and determine if the offeror has the experience to manage construction projects for hospital expansion and renovation in a hospital environment, as applicable, which is comparable to the work requirements of this solicitation.

To meet the requirements of the RFP the proposal must demonstrate that the offeror has experience with management of projects of this type to perform as well as the capability to perform multiple projects at one time.

The proposal should discuss questions concerning capability and plans for meeting Government requirements and should address as a minimum, but not limited to, the following:

Performance of Work by Contractor and/or Limitations on Subcontracting. Proposal demonstrates self-performance capabilities for the project(s).

The discussion of the technical and administrative capabilities demonstrates these are adequate to meet contract requirements within the offeror's chosen area of consideration.

The proposal should include a letter from the offeror's surety company addressing ability to obtain bonding and the limits of bonding capacity.

2. Organization

The Government will evaluate the offeror's overall organizational chart, as well as number of personnel and the duties of proposed technical staff to determine if offeror has the ability to manage projects without significant difficulty. The specific criterion proposed (skill levels, experience, and background) for personnel, if adequate, is an indicator of an acceptable organization.

The narrative should adequately address functions, responsibilities and authorities for performing such duties as overall project management, site superintendence, quality and infection control, safety, administration and in-house trade capabilities.

The proposal should demonstrate that the quality control staff, with lines of authority, is adequate to meet the contract's requirements.

If applicable, the support and interface with home office or corporate headquarters for such aspects as financial, management and technical support are adequately defined.

3. Quality Control

The Government will evaluate the offeror's proposed quality control activities for compliance with the requirements of the solicitation.

4. Specific Personnel

The Government will evaluate the offeror's proposed personnel for the following functions, as a minimum:

Project management, site superintendence, quality control manager, infection control and safety, as well as, the list of major subcontractors who will be utilized throughout the life of the contract.

A resume or information provided for each proposed personnel should be included and detail background, education, and experience and is indicative of acceptable experience.

Personnel must meet any applicable experience qualifications included in the special contract requirements or specifications.

The proposed subcontractors are verifiable and information provided indicates a good professional relationship. **Subcontractor's resumes must be provided in Volume 1, to be considered to meet the requirements for specific personnel in place of the offeror's own employees.**

Contractor and Subcontractor Qualifications: The proposal must include the evidence of qualifications identified in the statement of work in response to this solicitation.

Contractor and Subcontractor Qualifications: Contractor personnel shall meet or exceed the personnel requirements set forth in Solicitation. Submit the following evidence of qualifications in response to this solicitation. Make sure that all references are current and verifiable by providing current phone numbers and documentation.

Competent Person(s)/Supervisor(s): Number; names; years of experience as Competent Person/Supervisor; list of similar projects in size/complexity as Competent Person/Supervisor; as a worker; certificates, licenses, accreditations; proof of AHERA/OSHA specialized asbestos training; maximum number of personnel supervised on a project.

Workers: Numbers; names; years of experience; certificates, licenses, and accreditations.

Submit, before the start of work, the manufacturer's technical data for all types of encapsulates, all MSDS/SDS and application instructions.

5. Scheduling methodology

The Government will evaluate the offeror's scheduling methodology to determine if they have scheduling processes that ensure completion and control of the project from beginning to the end of the project.

The proposal should demonstrate an understanding of the limitations of a schedule as well as an understanding that an appropriate schedule will result in successful completion of the project within 615 calendar days from Notice to Proceed for the Base Offer as specified in the solicitation. **Note:** See other portions of this Request for Proposal for Period of Performance when Deduct Alternates are enacted.

Offerors must provide a sample schedule for the base offer of 615 calendar days and separate schedules for each of the potential awards for each deduct alternates as follows:

1. Base Offer minus Deduct Alternate No. B.1 Offers must provide a schedule of 615 calendar days for this potential award.
2. Base Offer minus Deduct Alternate Nos. B1 and B2. Offers must provide a schedule of 615 calendar days for this potential award.
3. Base Offer minus Deduct Alternate Nos. B1, B2, through B3. Offers must provide a schedule of 578 calendar days for this potential award.
4. Base Offer minus Deduct Alternate Nos. B1, B2, B3, through B4. Offers must provide a schedule of 517 calendar days for this potential award.

IMPORTANT:

Base Offer Period of Performance = 615 calendar days from issuance of Notice to Proceed to Substantial Completion inclusive of submittal review.

Deduct Alternate No. B Period of Performance Reduction from Base Offer = 0 calendar days
Deduct Alternate No. C Period of Performance Reduction from Base Offer = 0 calendar days
Deduct Alternate No. D Period of Performance Reduction from Base Offer = 37 calendar days
Deduct Alternate No. E Period of Performance Reduction from Base Offer = 98 calendar days

6. Safety

The Government will evaluate the offeror's proposed safety program, including, but not limited to:

Using the information submitted in response to the solicitation, the Government will evaluate the offeror's ability to submit and comply with an effective construction safety program that meets the requirements of the Construction Safety incorporated in the solicitation. The offeror should develop a proposed safety program in response to this evaluation factor. Additionally the proposal should include documentation regarding the successful training of personnel in accordance with OSHA requirements (i.e., 30-hour, 10-hour completed OSHA training, confined space, Haz-Mat.) The narrative demonstrates familiarity with and/or plans to adhere to OSHA requirements and other safety requirements incorporated in the solicitation. Additionally, the proposal should contain relevant information regarding any safety accidents or violations and corrective action taken or demonstrates no documented violations. Offeror shall demonstrate that the company has no more than three serious, or one repeat, or one willful OSHA or EPA violation(s) in the past three years and has an Experience Modification Rate (EMR) of equal to or less than 1.0. Training and other related documentation is provided for key personnel proposed to work on this project. Offeror shall complete the attached Pre-Award Contractor Evaluation Form for Safety and submit it with your narrative response to this sub-factor.

7. Infection Control

The Government will evaluate the offeror's proposed infection control program, including, but not limited to:

The proposal demonstrates the ability to comply with the requirements of The SOP 138-02 Safety & Health During Construction Operations Infection Control Manual of the VA Medical Centers located in VISN 1.

The proposal addresses, at a minimum, supervision, employee responsibilities, work practices, training, materials and equipment, and risk assessment methods.

F. TECHNICAL EVALUATION FACTOR RATINGS:

The Government will rate an offeror's Technical proposal, at the factor level, using a color rating that combines technical merit and proposal risk that most accurately defines the offeror's performance risk considering all subfactors identified in this section.

Color Rating	Evaluation Criteria
Blue	Proposal meets solicitation requirements, demonstrates an excellent understanding of the requirements and has salient features that offer significant advantage to the Government. Excellent in all respects. Advantages/strengths not offset by disadvantages/weaknesses. Very good probability of success with overall very low degree of risk in meeting Government requirements.
Green	Proposal meets most solicitation requirements and demonstrates an adequate understanding of the requirements but does not offer significant advantages to the Government over basic RFP requirements. Disadvantages/weaknesses are not significant, unless significant advantages are proposed that outweigh significant disadvantages. Where there were areas of concern, clarifications, given by contractor, were acceptable. Good probability of success with overall low degree of risk in meeting the Government requirements.
Yellow	Proposal meets some but not all the RFP requirements, but offers disadvantages (weaknesses) outweighing other advantages (strengths). Examples may include little or no experience cited; weak proposal; mimics RFP language rather than expressing offeror's approach or understanding of the RFP. Probability of success considered less than full confidence (moderate risk).
Pink	Proposal meets some but not all the RFP requirements. Examples: Proposal does not address all required RFP criteria; little or no experience to the extent that Overall quality cannot be determined because of errors, omissions or deficiencies that may be capable of being corrected without a major rewrite or revision of proposal. Probability of success is questionable without further explanation by offeror. (Unacceptable risk) Unawardable without discussion and proposal revision.
Red	Proposal demonstrates little to no understanding of the requirements; or approach fails to adequately meet acceptable performance expectations. Proposal contains major errors; omissions or deficiencies and these conditions cannot be corrected without a major rewrite or resubmission. There is an unacceptably high degree of risk in meeting the Government's requirements. Unawardable as proposed.

G. PRICE EVALUATION - The purpose of the Price evaluation is to provide an assessment of the reasonableness of the proposed price in relation to the solicitation requirements. Proposals will be evaluated in the following manner.

The Government evaluation team will conduct a Price evaluation of each offeror's proposal to determine whether or not each proposal complies with the stated criteria: "Reasonableness". If the proposed price is determined to be reasonable a REASONABLE rating will be given, if found to be unreasonable, an UNREASONABLE rating will be assigned to the Price evaluation factor.

The Contracting Officer reserves the right to award a contract to an offeror with an unreasonable price rating if found to be in the best interest of the Government.

Those proposals evaluated that are not satisfying all of the price criteria may be eliminated from consideration for award unless the Contracting Officer determines:

A minor clerical error has occurred, then the offeror may be given an opportunity to correct the minor error within the constraints of the "clarifications" process or

The Contracting Officer determines discussions are required.

Reasonableness of an offeror's proposal is evaluated through price analysis techniques as described in FAR Subpart 15.305(a) (1) and (4). For Price to be reasonable, it must represent a Price that provides best value to the Government when consideration is given to prices in the market, (market conditions may be evidenced by other competitive proposals), technical and functional capabilities of the offeror.

The Price must reflect what it would cost the offeror to perform the effort if the offeror operates with reasonable economy and efficiency. Proposals unreasonably high or low in price, when compared to the Government estimate, and market conditions evidenced by other competitive proposals received, may be indicative of an inherent lack of understanding of the solicitation requirements and may result in proposal rejection without discussion.

Any inconsistency, whether real or apparent, between proposed performance and price must be clearly explained in the Price proposal. For example, if unique and innovative approaches or conditions are the basis for an unbalanced and/or inconsistently priced proposal, the nature of these approaches and their impact on price must be completely documented.

H. CONTRACT AWARD

The Government will award a contract to the Offeror whose proposal offers Trade-off process to the Government. This method is appropriate when award is expected to result from selection of the highest technically acceptable offer, when Past performance, Technical, and price, with Past Performance and Technical, which are of equal weight, but when combined are significantly more important than Price.

A written award or acceptance of offer mailed, or otherwise furnished to the successful offeror within the time for acceptance specified in the offer shall be deemed to result in a binding contract without further action by either party.

DEBRIEFINGS:

Offerors excluded from the competitive range, should one be established or otherwise excluded from the competition before award may submit a written request for a debriefing to the Contracting Officer in accordance with FAR 15.505.

Written requests for debriefing will be accepted by facsimile or email. Submitted means delivered to the Contracting Officer at the location indicated on the SF 1442 for receipt of proposals. Ensure you direct your request to the correct contracting office.

After award, unsuccessful offerors may submit a written request for a debriefing to the Contracting Officer in accordance with FAR 15.506.

I. SUBMISSION OF PROPOSAL

Important Note: Respond to all requirements of the solicitation. Failure to provide the information required will render the offer unacceptable. The Government intends to award a contract resulting from this solicitation without holding discussion, therefore, offerors shall ensure that their initial proposal provides the best terms from a price and technical standpoint.

Offerors shall submit proposals, in response to this solicitation, in two separate volumes as follows:

VOLUME I – TECHNICAL APPROACH and PAST PERFORMANCE: Include all information required for evaluation, excluding any reference to price. Offerors shall provide all proposals along with accompanying information of Volume I **VIA EMAIL** to Kathleen.Koseoglu@va.gov . No hard-copy proposals or facsimiles will be accepted. Please note: VA has an email attachment restriction of 5mb per email. Please ensure each email is less than 5mb. Please be sure to inform, Kathleen Koseoglu, if more than one email will be received. Address all required evaluation criteria in above paragraphs.

VOLUME II – PRICE: Include all information required for evaluation as well as the required completed solicitation sections and the Self-Performance Calculation Worksheet. Offerors shall provide all proposals along with accompanying information of Volume II **VIA EMAIL** to Kathleen.Koseoglu@va.gov . No hard-copy proposals or facsimiles will be accepted. Please note: VA has an email attachment restriction of 5mb per email. Please ensure each email is less than 5mb. Please be sure to inform, Kathleen Koseoglu, if more than one email will be received. Address all required evaluation criteria, as specified below.

VOLUME I: Requirements for Proposal Content:

The proposal shall concisely describe the offeror's response to the requirements of the solicitation. Elaborate artwork, expensive paper or bindings, and expensive visual or other aids are not necessary. Additionally, the use of general or vague statements such as "*standard procedures will be used*" or "*good business practices will be employed*" are not acceptable. Tab each section and number each page in each section. Provide a table of contents.

VOLUME II: Price Proposal Requirements

The price proposal shall consist of the following: The offeror shall complete the SF1442 and pricing schedule and submit to the Contracting Office prior to or on the date specified for receipt of proposals. The offeror shall also submit, with the above documentation an **itemized price breakdown** with their proposal in sufficient detail to permit a complete analysis of labor burden, materials, equipment, transportation, supervision, disposal costs and overhead and profit and shall cover all work involved in the contract. Additionally, the offeror shall submit the Representations and Certification incorporated in FAR 52.204-8 and the Self-Work Calculation Worksheet.

To be considered and accepted as timely the quote must be uploaded in its entirety prior to the deadline. Failure to provide a quote in its entirety prior to the deadline will render the quote noncompliant. If it is received in part it will not be considered timely, unless the offeror can show the quote was uploaded by 5:00 pm one working day prior to the deadline per FAR 15.208 (b)(1)(i).

Offerors shall provide all proposals along with accompanying information **VIA EMAIL** to Kathleen.Koseoglu@va.gov . No hard-copy proposals or facsimiles will be accepted. Please note: VA has an email attachment restriction of 5mb per email. Please ensure each email is less than 5mb. Please be sure to inform the above, Kathleen Koseoglu, if more than one email will be received.

4.37 STATEMENT OF OFFER ITEM(S)

DEDUCT ALTERNATE PRICING

(See Specifications Section 01-00-00 -2 & 3)

SOLICITATION VA241-17-R-0374

It is the intention of the Government to award the base lump sum item contingent upon funding limitations. Should all proposals for the base lump sum (Line Item 0001) exceed the funding limitations for the project; the Government will evaluate the deduct alternates according to the following priority list:

Base offer minus Deduct Alternate B1 (Line Item 0002), within funding limitations will be awarded. If it exceeds funding limitations then;

Base offer minus Deduct Alternates B1 and B2 (Line Items 0002 and 0003), within funding limitations will be awarded. If it exceeds funding limitations then;

Base offer minus Deduct Alternates B1, B2, and B3 (Line Items 0002, 0003 and 0004), within funding limitations will be awarded. If it exceeds funding limitations then;

Base offer minus Deduct Alternates B1, B2, B3 and B4 (Line Items 0002, 0003, 0004 and 0005), within funding limitation will be awarded. If it exceeds funding limitations then the solicitation will be cancelled

NOTE: Offerors must provide a price for all line items (Line Items 0001 thru 0005).

LINE ITEM 0001:

BASE OFFER: \$_____ Work includes general construction, renovations, additions, alterations, hazardous material abatement, walks, grading drainage, mechanical and electrical work, utility systems, fire protection, and select removal of existing structures and construction.

LINE ITEM 0002:

Deduct Alternate 1 – Eliminate stone ballast on roof as specified.

Period of performance remain the same as base offer.

Amount to be deducted from Base Offer \$ _____

LINE ITEM 0003:

Deduct Alternate 2 – Eliminate blast-resistant enclosure at emergency generator, **REPLACE** with weatherproof sound attenuating enclosure as shown by Drawings and as specified.

Period of performance remain the same as base offer.

Amount to be deducted from Base Offer \$ _____

LINE ITEM 0004:

Deduct Alternate 3- Eliminate all of the second floor interior construction of the new addition as specified.

Period of performance reduction from the base offer is Thirty-seven (37) calendar days.

Amount to be deducted from Base Offer \$ _____

LINE ITEM 0005:

Deduct Alternate 4 – Eliminate all of the second floor construction of the new addition, and construct the new MRI/CT Radiology Addition to Building No. 3 as a complete one-story addition, capable of receiving a second floor addition at any time in the future, as shown by Drawings and as specified.

Period of performance reduction from the base offer is Ninety-eight (98) calendar days.

Amount to be deducted from Base Offer \$ _____

Base Offer - Cost Breakdown

Project No.:	523-398	Date:	
Project Title:	MRI/CT Radiology Building 1 Construction		
Project Location:	VA Boston Healthcare System, Brockton Campus, MA		
Company Name and Address:			

<u>Item Description</u>	<u>Labor Cost</u>	<u>Material Cost</u>	<u>Total Cost</u>
Division 1 - General Requirements			
Division 2 - Existing Conditions			
Division 3 - Concrete			
Division 4 - Masonry			
Division 5 - Metals			
Division 6 - Wood and Plastic			
Division 7 - Thermal and Moisture Protection			
Division 8 - Doors and Windows			
Division 9 - Finishes			
Division 10 - Specialties			
Division 11 - Equipment			
Division 12 - Furnishings			

Division 13 - Special Construction			
Division 14 - Conveying Equipment			
Division 21 - Fire Suppression			
Division 22 - Plumbing			
Division 23 - Heat, Ventilating, and Air Conditioning			
Division 26 - Electrical			
Division 27 - Communications			
Division 28 - Electronic Safety and Security			
Division 31 - Earthwork			
Division 32 - Exterior Improvements			
Division 33 - Utilities			
Division 34 - Transportation			
Subtotal			
Overhead (xx %)			
Profit (xx %)			
Bond (xx %)			
Total Base Offer Cost			

Deduct Alternate 1 - Cost Breakdown

Project No.:	523-398	Date:	
Project Title:	MRI/CT Radiology Building 1 Construction		
Project Location:	VA Boston Healthcare System, Brockton Campus, MA		
Company Name and Address:			

<u>Item Description</u>	<u>Labor Cost</u>	<u>Material Cost</u>	<u>Total Cost</u>
Division 1 - General Requirements			
Division 2 - Existing Conditions			
Division 3 - Concrete			
Division 4 - Masonry			
Division 5 - Metals			
Division 6 - Wood and Plastic			
Division 7 - Thermal and Moisture Protection			
Division 8 - Doors and Windows			
Division 9 - Finishes			
Division 10 - Specialties			
Division 11 - Equipment			

Division 12 - Furnishings			
Division 13 - Special Construction			
Division 14 - Conveying Equipment			
Division 21 - Fire Suppression			
Division 22 - Plumbing			
Division 23 - Heat, Ventilating, and Air Conditioning			
Division 26 - Electrical			
Division 27 - Communications			
Division 28 - Electronic Safety and Security			
Division 31 - Earthwork			
Division 32 - Exterior Improvements			
Division 33 - Utilities			
Division 34 - Transportation			
Subtotal			
Overhead (xx %)			
Profit (xx %)			
Bond (xx %)			
Total Offer Cost			

Deduct Alternate 2 - Cost Breakdown

Project No.:	523-398	Date:	
Project Title:	MRI/CT Radiology Building 1 Construction		
Project Location:	VA Boston Healthcare System, Brockton Campus, MA		
Company Name and Address:			

<u>Item Description</u>	<u>Labor Cost</u>	<u>Material Cost</u>	<u>Total Cost</u>
Division 1 - General Requirements			
Division 2 - Existing Conditions			
Division 3 - Concrete			
Division 4 - Masonry			
Division 5 - Metals			
Division 6 - Wood and Plastic			
Division 7 - Thermal and Moisture Protection			
Division 8 - Doors and Windows			
Division 9 - Finishes			
Division 10 - Specialties			

Division 11 - Equipment

Division 12 - Furnishings

Division 13 - Special Construction

Division 14 - Conveying Equipment

Division 21 - Fire Suppression

Division 22 - Plumbing

Division 23 - Heat, Ventilating, and Air Conditioning

Division 26 - Electrical

Division 27 - Communications

Division 28 - Electronic Safety and Security

Division 31 - Earthwork

Division 32 - Exterior Improvements

Division 33 - Utilities

Division 34 - Transportation

Subtotal

Overhead (xx %)

Profit (xx %)

Bond (xx %)

Total Offer Cost

Deduct Alternate 3 - Cost Breakdown

Project No.:	523-398	Date:
Project Title:	MRI/CT Radiology Building 1 Construction	
Project Location:	VA Boston Healthcare System, Brockton Campus MA	
Company Name and Address:		

<u>Item Description</u>	<u>Labor Cost</u>	<u>Material Cost</u>	<u>Total Cost</u>
Division 1 - General Requirements			
Division 2 - Existing Conditions			
Division 3 - Concrete			
Division 4 - Masonry			
Division 5 - Metals			
Division 6 - Wood and Plastic			
Division 7 - Thermal and Moisture Protection			
Division 8 - Doors and Windows			
Division 9 - Finishes			
Division 10 - Specialties			
Division 11 - Equipment			
Division 12 - Furnishings			

Division 13 - Special Construction			
Division 14 - Conveying Equipment			
Division 21 - Fire Suppression			
Division 22 - Plumbing			
Division 23 - Heat, Ventilating, and Air Conditioning			
Division 26 - Electrical			
Division 27 - Communications			
Division 28 - Electronic Safety and Security			
Division 31 - Earthwork			
Division 32 - Exterior Improvements			
Division 33 - Utilities			
Division 34 - Transportation			
Subtotal			
Overhead (xx %)			
Profit (xx %)			
Bond (xx %)			
Total Offer Cost			

Deduct Alternate 4 - Cost Breakdown

Project No.:	523-398	Date:	
<hr/>		<hr/>	
Project Title:	MRI/CT Radiology Building 1 Construction		
<hr/>		<hr/>	
Project Location:	VA Boston Healthcare System, Brockton campus, MA		
<hr/>		<hr/>	
Company Name and Address:			
	<hr/>		
	<hr/>		
	<hr/>		

<u>Item Description</u>	<u>Labor Cost</u>	<u>Material Cost</u>	<u>Total Cost</u>
Division 1 - General Requirements			
Division 2 - Existing Conditions			
Division 3 - Concrete			
Division 4 - Masonry			
Division 5 - Metals			
Division 6 - Wood and Plastic			
Division 7 - Thermal and Moisture Protection			
Division 8 - Doors and Windows			
Division 9 - Finishes			
Division 10 - Specialties			

Division 11 - Equipment

Division 12 - Furnishings

Division 13 - Special Construction

Division 14 - Conveying Equipment

Division 21 - Fire Suppression

Division 22 - Plumbing

Division 23 - Heat, Ventilating, and Air Conditioning

Division 26 - Electrical

Division 27 - Communications

Division 28 - Electronic Safety and Security

Division 31 - Earthwork

Division 32 - Exterior Improvements

Division 33 - Utilities

Division 34 - Transportation

Subtotal

Overhead (xx %)

Profit (xx %)

Bond (xx %)

Total Offer Cost

Deduct Alternate 5 - Cost Breakdown

Project No.:	523-398	Date:
<hr/>		
Project Title:	MRI/CT Radiology Building 1 Construction	
<hr/>		
Project Location:	VA Boston Healthcare System, Brockton Campus, MA	
<hr/>		
Company Name and Address:		
<hr/>		
<hr/>		
<hr/>		

<u>Item Description</u>	<u>Labor Cost</u>	<u>Material Cost</u>	<u>Total Cost</u>
Division 1 - General Requirements			
Division 2 - Existing Conditions			
Division 3 - Concrete			
Division 4 - Masonry			
Division 5 - Metals			
Division 6 - Wood and Plastic			
Division 7 - Thermal and Moisture Protection			
Division 8 - Doors and Windows			
Division 9 - Finishes			
Division 10 - Specialties			

Division 11 - Equipment

Division 12 - Furnishings

Division 13 - Special Construction

Division 14 - Conveying Equipment

Division 21 - Fire Suppression

Division 22 - Plumbing

Division 23 - Heat, Ventilating, and Air Conditioning

Division 26 - Electrical

Division 27 - Communications

Division 28 - Electronic Safety and Security

Division 31 - Earthwork

Division 32 - Exterior Improvements

Division 33 - Utilities

Division 34 - Transportation

Subtotal

Overhead (xx %)

Profit (xx %)

Bond (xx %)

Total Offer Cost

4.38 INSTRUCTION TO OFFEROR FOR SENDING REFERENCE QUESTIONNAIRE FORMS for RFP VA241-17-R-0374:

Prepare and send a reference questionnaire package to three (3) references. For Government contracts, send to Contracting Officer or Technical Representative. For commercial references send to personnel with duties similar to those for Government contracts. It is your responsibility to follow-up and to encourage your references to send in their questionnaire. If you have multiple references at one location, send one cover letter and questionnaire for each contract you want a reference for. Your questionnaire package should contain the following.

- Cover Letter (is 4.37 Instructions to Offeror...)
- Respondent Info Rating Sheets (INSTRUCTION TO OFFEROR FOR SENDING REFERENCE QUESTIONNAIRE FORMS)
- Offeror should put name in spaces indicated and ensure it is on every page for identification purposes
- Suggested - Pre Addressed stamped envelope to return to Contracting Officer.

OFFEROR SHOULD PLACE THEIR NAME ON TOP OF EACH QUESTIONNAIRE PAGE!!!

**OFFEROR SHOULD DELETE THESE INSTRUCTIONS BEFORE SENDING OUT
QUESTIONNAIRES**

INSTRUCTION TO OFFEROR FOR SENDING REFERENCE QUESTIONNAIRE FORMS

FIRM: _____

CONTRACT NO: _____ PROJECT NO: _____ NAICS: _____

PROJECT TITLE: _____

LOCATION: _____

CONTRACTING OFFICER/POC: _____

PHONE NO: _____ E-MAIL ADDRESS: _____

OWNER'S PROJECT MANAGER/POC: _____

PHONE NO: _____ E-MAIL ADDRESS: _____

TYPE OF CONTRACT (Negotiated, Design/Build): _____

SQUARE FOOTAGE OF EXPANSION SPACE: _____

SQUARE FOOTAGE OF RENOVATION SPACE: _____

AWARD AMOUNT: \$ _____ FINAL AMOUNT: \$ _____

AWARD DATE: _____

NOTICE TO PROCEED DATE: _____

ORIGINAL SCHEDULED COMPLETION DATE: _____

ACTUAL COMPLETION DATE: _____

NUMBER OF CHANGE ORDERS AND REASON FOR CHANGES:

OSHA CITATIONS (If Applicable): _____

LIST ALL MAJOR SUBCONTRACTORS (W/POC & Phone Numbers):

DESCRIPTION OF PROJECT – ADDRESS PROJECT SCOPE OF WORK AND EXPLAIN HOW THE PROJECT

INVOLVED WORK AS A PRIME CONTRACT WAS TECHNICALLY SIMILAR TO THE PROJECT DESCRIBED WITHIN THIS NOTICE. (May be continued on a blank page, if necessary):

4.39 PAST PERFORMANCE INFORMATION FORM

RFP VA241-17-R-0374, MRI/CT/Radiology Addition, Brockton, MA

Provide the following information requested in this format for each of the projects/contracts being described. Projects may be on going and cannot have been competed any later than Five (5) years prior to the solicitation issue date.

OFFEROR: _____

CONTRACT NO. _____ PROJECT NO. _____ NAICS: _____

PROJECT TITLE: _____

LOCATION: _____

CONTRACTING OFFICER/POC: _____

PHONE NO: _____ E-MAIL ADDRESS: _____

OWNER'S PROJECT MANAGER/POC _____

PHONE NO: _____ E-MAIL ADDRESS: _____

ARCHITECT/ENGINEER/POC _____

PHONE NO: _____ E-MAIL ADDRESS: _____

TYPE OF CONTRACT (Negotiated, Design/Build, Design/Bid/Build) _____

SQUARE FOOTAGE: _____ FOUNDATION TYPE: _____

AWARD AMOUNT: \$ _____ FINAL AMOUNT: \$ _____

ORIGINAL SCHEDULED COMPLETION DATE: _____

ACTUAL COMPLETION DATE: _____

OSHA CITATIONS (If Applicable) _____

LIST ALL MAJOR SUBCONTRACTORS (W/POC & Phone Numbers)

Modifications: _____

DESCRIPTION OF PROJECT – Address project scope of work and explain how the project involved work as a prime contract was technically similar to the project under this solicitation. (May be continued on a blank page, if necessary)

In addition, address the following (May be continued on a blank page, if necessary):

Describe the specific elements of the work performed by your firm _____

Indicate what elements of work were performed by your major subcontractors and indicate if those same subcontractors will be used on this project _____

Address any technical areas about this project you consider uniquely relevant to this solicitation _____

- Include a current phone number and email address for point of Contact for Owner/Government agency Contracting Officer and or inspector.

4.40 SUBCONTRACTOR INFORMATION AND CONSENT FORM

Subcontractor and/or Teaming Partner Consent for the Release of Past Performance Information to the Prime Contractor and Reference Information

Past performance information concerning subcontractors and teaming partners cannot be disclosed to a private party without the subcontractor's or teaming partner's consent. Because a prime contractor is a private party, the Government will need that consent before disclosing subcontractor/teaming partner past and present performance information to the prime during exchanges. In an effort to assist the Government in assessing your past performance relevancy we request that the following consent form be completed by the major subcontractors/teaming partners identified in your proposal. The completed consent forms should be submitted to the offering contractor for submission with past performance volume.

_____ (Name of Firm) is currently planning on participating as a (subcontractor and or a teaming partner) with _____ (prime contractor or name of entity providing proposal) in responding to the Request for Proposal No.: **VA241-17-R-0374** for construction projects issued by the Department of Veterans Affairs- Brockton for multiple locations in the Commonwealth of Massachusetts.

We understand that the Government is placing increased emphasis on past performance in order to obtain best value in source selections. In order to facilitate the performance confidence assessment process we are signing this consent form to allow you to discuss our past and present performance information with the prime contractor during the source selection process.

(Signature)

(Title of Individual with authority to sign for and
Legally bind the company)

Company Name: _____

Telephone # _____

Address: _____

City/State/Zip Code: _____ Date: _____

Reference List (required):

1. Contract No. And

Title _____

Describe your role (Prime/Sub) and work Performed

Reference POC Name _____ Phone _____
Fax _____

Email address:

2. Contract No. And

Title _____

Describe your role (Prime/Sub) and work Performed

Reference POC Name _____ Phone _____
Fax _____

Email address:

3. Contract No. And

Title _____

Describe your role (Prime/Sub) and work Performed

Reference POC Name _____ Phone _____
Fax _____

Email address:

4.41 CALCULATION OF SELF-PERFORMED WORK

SUBMITTED IN RESPONSE TO RFP # VA241-17-R-0374 (Line Item 0001 Base Offer)

Self Performance for General Construction Contracts = 15%

Use this form to identify and calculate cost of the work to be self-performed. (Includes mobilization and utilization of owned or rented plant and equipment to be operated by the prime contractor's own employees; only those materials which will be both purchased and installed by the prime's own forces; labor associated with those aforementioned materials or equipment; only those supplies to directly support work performed by the contractor's own employees; and the contractor's own job overhead costs.)

A.1 Clearly describe the trades and the work to be self-performed by your company:

A.2 Clearly describe the trades and the work which will be subcontracted for this project:

Show Calculation of Self-Performed work

B.1 Total Offer Price: \$ _____

-

B.2 Subtract G&A, home office overhead, \$(_____)

prime contractor's markups for profit,

bond, state use tax, etc.

=

B.3 "Total amount of work to be performed \$ _____

under the Contract"

B.4 "Work to be self-performed": = \$ _____

(Includes mobilization and utilization of owned or rented plant and equipment to be operated by the prime contractor's own employees; only those materials which will be both purchased and installed by the prime's own forces; labor associated with those aforementioned materials or equipment; only those supplies to directly support work performed by the contractor's own employees; and the contractor's own job overhead costs.)

B. 5. Self-performed Work = Line B.4 / B.3 X 100% = _____%

4.42 General Decision Number: MA170017 04/07/2017 MA17

Superseded General Decision Number: MA20160017

State: Massachusetts

Construction Type: Building

County: Plymouth County in Massachusetts.

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

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.20 for calendar year 2017 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.20 (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2017. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number Publication Date

0	01/06/2017
1	02/03/2017
2	03/10/2017
3	03/17/2017
4	04/07/2017

ASBE0006-007 09/01/2016

	Rates	Fringes
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ASBESTOS WORKER/HEAT & FROST

INSULATOR (Duct, Pipe, &

Mechanical System Insulation)....\$ 45.09	26.35
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BRMA0003-002 08/01/2016

	Rates	Fringes
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BRICKLAYER (Includes

Pointing, Caulking, Cleaning,

and Waterproofing).....\$ 50.76	29.77
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BRMA0003-004 08/01/2016

	Rates	Fringes
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TILE FINISHER.....\$ 38.78	28.08
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TILE SETTER.....\$ 50.80 29.72

CARP0424-002 09/01/2016

Rates Fringes

CARPENTER (Includes

Acoustical Ceiling

Installation, Drywall

Hanging, Form Work, and Metal

Stud Installation).....\$ 37.80 27.40

ELEC0223-004 09/01/2016

Rates Fringes

ELECTRICIAN.....\$ 39.21 27.75%+10.60

ELEV0004-005 01/01/2017

Rates Fringes

ELEVATOR MECHANIC.....\$ 55.86 31.585+a+b

FOOTNOTE FOR ELEVATOR MECHANICS:

a.Vacation: 6%/under 5 years based on regular hourly rate for
all hours worked. 8%/over 5 years based on regular hourly

rate for all hours worked.

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

ENGI0004-012 12/01/2016

	Rates	Fringes
--	-------	---------

POWER EQUIPMENT OPERATOR

GROUP 1:

Backhoe/Excavator/Trackhoe,

Loader.....	\$ 45.38	26.15+A
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GROUP 2: Bulldozer.....	\$ 44.94	26.15+A
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FOOTNOTE:

A. Paid Holidays: New Year's Day, Washington's Birthday, Memorial Day, Independence Day, Patriot's Day, Columbus Day, Labor Day, Veterans Day; Thanksgiving Day and Christmas Day.

IRON0007-005 03/16/2016

	Rates	Fringes
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IRONWORKER

Structural, Ornamental and

Reinforcing.....\$ 42.89 29.89

* LABR0721-001 12/01/2016

Rates Fringes

LABORER

Common or General.....\$ 31.90 21.30

Mason Tender-Brick.....\$ 32.15 21.30

PAIN0035-018 01/01/2015

Rates Fringes

PAINTER (Brush/Roller,

Including Drywall

Finisher/Taper).....\$ 36.26 25.95

PAIN0035-019 01/01/2015

Rates Fringes

GLAZIER.....\$ 36.26 25.95

PLUM0051-001 09/01/2016

Rates Fringes

PLUMBER/PIPEFITTER (Includes

HVAC Pipe and Unit

Installation).....\$ 38.38 28.20

ROOF0033-003 02/01/2017

Rates Fringes

ROOFER.....\$ 41.36 25.17

SFMA0550-004 10/01/2016

Rates Fringes

SPRINKLER FITTER (Fire

Sprinklers).....\$ 55.48 26.38

SHEE0017-005 10/01/2015

Rates Fringes

SHEET METAL WORKER (Includes

HVAC Duct Installation).....\$ 35.60 30.05

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

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

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

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

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example:

PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate

changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

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

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

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the

classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

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

WAGE DETERMINATION APPEALS PROCESS

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

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

On survey related matters, initial contact, including requests

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

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

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

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

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

The request should be accompanied by a full statement of the

interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

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

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

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

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END OF GENERAL DECISION