

SOLICITATION, OFFER, AND AWARD (Construction, Alteration, or Repair)	1. SOLICITATION NO. 36C78618Q0207	2. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)	3. DATE ISSUED 02/28/2018	PAGE OF PAGES 1 of 74
IMPORTANT - The "offer" section on the reverse must be fully completed by offeror.				
4. CONTRACT NO.  CODE	5. REQUISITION/PURCHASE REQUEST NO. PR 9178-000016	6. PROJECT NO. 917-M&R18-12		
7. ISSUED BY Department of Veterans Affairs NCA Contracting Service, NAD  5000 Wissahickon Ave Philadelphia, PA 19144	43C1	8. ADDRESS OFFER TO Department of Veterans Affairs NCA Contracting Service  https://www.vendorportal.ecms.va.gov		
9. FOR INFORMATION CALL:	A. NAME Iris Chen, iris.chen1@va.gov	B. TELEPHONE NO. (Include area code) (NO COLLECT CALLS) 215-381-3787 x 4635		

#### SOLICITATION

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

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

Contractor shall provide all labor, tools, materials, equipment, services, submittals, supervision, approvals, and related incidentals to demolish and install new flag pole at the ALBANY RURAL CEMETERY SOLDIERS' LOT, as required by the Contract Specifications and Drawings.  
ALBANY RURAL CEMETERY SOLDIERS' LOT, Cemetery Ave, Albany, NY 12204.

This procurement is a 100% set-aside for Service Disabled Veteran Owned Small Business Small.

NAICS CODE: 238990 Size Standard: \$15.0 Million, Magnitude of Construction: up to \$15,000.

Contractor shall begin performance within 15 calendar days and complete work within 60 calendar days after receiving the notice to proceed.

Site Visit: Contact: Bill Nelson at phone number 518-581-9128

For information regarding this solicitation, submit all questions via email before 03/09/2018 at 1:00 PM EST. Submit questions to [Iris.Chen1@va.gov](mailto:Iris.Chen1@va.gov) No questions will be answered after this deadline, nor over the phone.

Proposals due via email to [iris.chen1@va.gov](mailto:iris.chen1@va.gov) by: 03/14/2018 at 2:00 PM EST.

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

11. The Contractor shall begin performance within 15 \_\_\_\_\_ calendar days and complete it within 60 \_\_\_\_\_ calendar days after receiving  
☐ award, ☒ notice to proceed. This performance period is ☒ mandatory, ☐ negotiable. (See 52.211-10 \_\_\_\_\_.)

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

#### 13. ADDITIONAL SOLICITATION REQUIREMENTS:

- A. Sealed offers in original and \_\_\_\_\_ 1 \_\_\_\_\_ copies to perform the work required are due at the place specified in Item 8 by \_\_\_\_\_ 2PM EST \_\_\_\_\_ (hour) local time \_\_\_\_\_ 03/09/2018 \_\_\_\_\_ (date). If this is a sealed bid solicitation, offers must be publicly opened at that time. Sealed envelopes containing offers shall be marked to show the offeror's name and address, the solicitation number, the date and time offers are due
- B. An offer guarantee ☐ is, ☒ is not required.
- C. All offers are subject to the (1) work requirements, and (2) other provisions and clauses incorporated in the solicitation in full text or by reference
- D. Offers providing less than \_\_\_\_\_ 90 \_\_\_\_\_ calendar days for Government acceptance after the date offers are due will not be considered and will be rejected.

## OFFER (Must be fully completed by offeror)

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

17. The offeror agrees to perform the work required at the prices specified below in strict accordance with the terms of the solicitation, if this offer is accepted by the Government in writing within 90 calendar days after the date offers are due. (Insert any number equal to or greater than the minimum requirement stated in Item 13D. Failure to insert any number means the offeror accepts the minimum in Item 13D.)

AMOUNTS

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

## 19. ACKNOWLEDGMENT OF AMENDMENTS

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

AMENDMENT NO.										
DATE										

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

21. ITEMS ACCEPTED:

22. AMOUNT	23. ACCOUNTING AND APPROPRIATION DATA
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24. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)	ITEM	25. OTHER THAN FULL AND OPEN COMPETITION PURSUANT TO <input type="checkbox"/> 10 U.S.C. 2304(c) ( ) <input type="checkbox"/> 41 U.S.C. 253(c) ( ) <input checked="" type="checkbox"/> 15 U.S.C. 657f(b)
26. ADMINISTERED BY Department of Veterans Affairs NCA Contracting Service, NAD  5000 Wissahickon Ave Philadelphia, PA 19144	CODE 43C1	27. PAYMENT WILL BE MADE BY Financial Services Center Electronic Invoicing <a href="http://www.tungsten-network.com/customer-campaigns/veterans-affairs/">http://www.tungsten-network.com/customer-campaigns/veterans-affairs/</a>  PHONE: 1-877-752-0900 FAX:

## CONTRACTING OFFICER WILL COMPLETE ITEM 28 OR 29 AS APPLICABLE

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

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

### B.1 SCOPE OF WORK/ STATEMENT OF WORK

**Project Title:** Replace Flagpole

**Project Location:** ALBANY RURAL CEMETERY SOLDIERS' LOT (88)  
CEMETERY AVENUE, ALBANY, NY 12204

**M&R Project Control #:** 917-M&R18-12

Work scope shall include project management, design and technical installation, as stipulated below. Contractor shall furnish the necessary labor, material and equipment to perform the work below.

1. Demolish and remove the existing flagpole and foundation. Great care shall be taken given the existing flagpole and foundation encroach on existing burial areas. Relocate location for new flagpole so that unlike existing flagpole, the new flagpole does not encroach on any burial areas. Coordinate location for new flagpole with cemetery director. Install new 30' aluminum flagpole with internal halyard and including foundation. Design this new foundation to meet requirements in the specifications. Submit design drawing for this foundation and flagpole signed and sealed by a Professional Engineer licensed in the state of New York. Contractor shall follow all federal, state and local codes.
2. Install a new flagpole with solar power and LED lighting.
  - a. Solar power LED lighting: Provide and install Deneve Solar flagpole light, 1300 Lumen model or approved equal. Coordinate with the flagpole dimensions for installation.
  - b. Flagpole: Provide 33' (30' exposed) aluminum flagpole by Eder Flag model ECXA30 IH or approved equal. Provide stamped/sealed structural foundation design and install.
  - c. Provide 6'x6' x 5" thick concrete slab and base for the flagpole. Compact 6" of gravel for the base for this slab. Concrete is to be reinforced with 6"x6" 2.0x2.0 welded wire mesh. Slope slab at 1:12 away from flagpole located at center.
3. Demolish all existing flagpole, slab, foundation, base, lighting, and electrical installations in advance of the new work described below. Assume demolition work matches with the new work described below for bidding purposes.

Contractor shall meet all attached specifications:

01 33 23	Shop Drawings, Product Data, and Samples
01 45 29	Testing Laboratory Services
02 41 10	Demolition and Site Clearing
03 30 00	Cast-In-Place and Pre-cast Concrete

10 75 00      Flagpoles

31 20 11      Earth Moving (short form)



Figure 1: Picture showing the existing flagpole.





Figure 2: Picture showing the existing flagpole base and the encroachment on the existing burial areas.

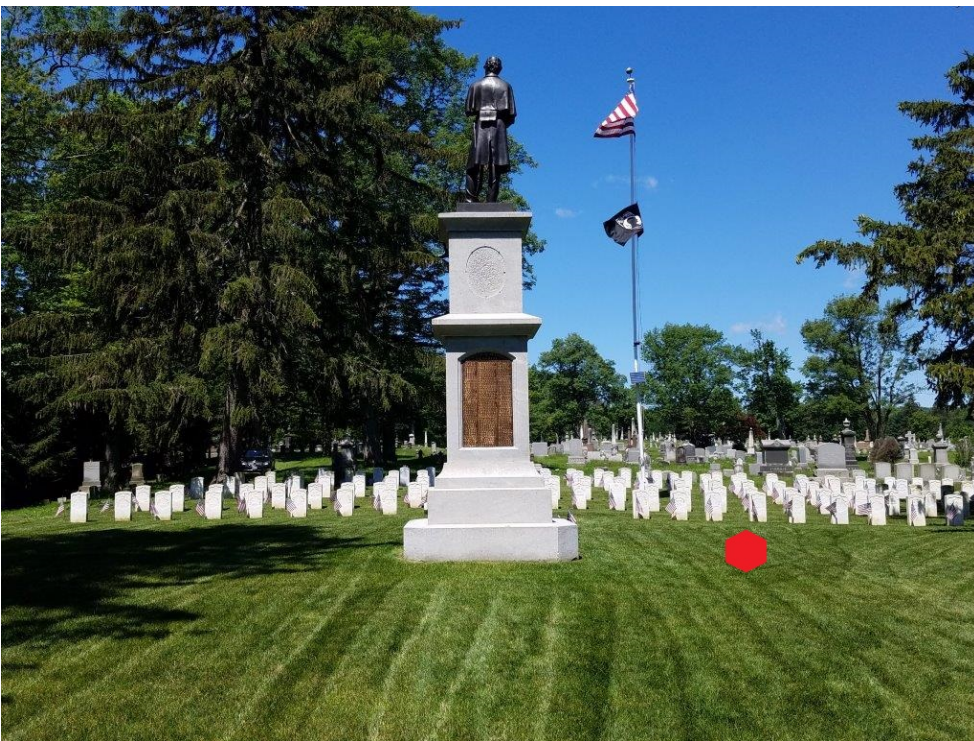


Figure 3: Picture showing cemetery, monument, and a red hexagon showing a proposed location for the new flagpole.

**Pre-Bid Site Visit:** Bidders are urged to inspect, site investigate by observation, and Request for Information (RFI) and obtain responses through the Contracting Office to satisfy their understanding of the work to be done, all general, local and technical conditions that may affect the cost and the feasibility of their proposal. In no event shall failure to inspect the site constitute grounds for a claim after award. Visitors planning to conduct a site visit shall contact the Cemetery Director or Foreman to make arrangements:

Cemetery POC(s):

William (Scott) Lamb, Saratoga Cemetery Director (Albany is a satellite thereof)..... 518-581-9128 x 207 or [William.Lamb2@va.gov](mailto:William.Lamb2@va.gov)

Technical POC:

Rico Silvetti, North Atlantic District (NAD) Engineer..... (215) 381-3787 x4050 or [rico.silvetti@va.gov](mailto:rico.silvetti@va.gov)

**Conditions & Requirements:**

**1.1 STATEMENT OF BID ITEM(S)**

- A. See above.

**1.2 DRAWINGS**

- A. Not Used.

**1.3 SITE VISIT**

- A. Bidders may inspect the site, investigate by observation, and Request Information via (RFI) and responses through the Contracting Office to satisfy their understanding of the work to be done, all general, local and technical conditions that may affect the cost and the feasibility of their proposal. In no event shall failure to inspect the site constitute grounds for a claim after award. Visitors planning to conduct a site visit shall contact the Cemetery Director or Foreman to make arrangements:

**1.4 SAFETY REQUIREMENTS**

- A. Contractor foreman shall be onsite during all work activities and shall have completed OSHA 30-hour training. Prior to commencing work, general contractor shall provide proof that an OSHA certified “competent person” (CP) (29 CFR 1926.20(b)(2)) will maintain a presence at the work site whenever the general or subcontractors are present.
- B. Provide safeguards, including warning signs, barricades, temporary fences, warning lights, and other similar items that are required for protection of all personnel during demolition and removal operations.
- C. Fire and safety rules shall be observed in performance of work: Wherever a cutting torch or other equipment that might cause a fire is used, provide and maintain fire extinguishers nearby ready for immediate use. Instruct all possible users in use of fire extinguishers.



## 1.5 PERFORMANCE DETAILS

- A. Contractor shall complete all work within 30 calendar days after receipt of Notice to Proceed, subject to all terms, conditions, provisions and schedules of the contract. No cost time extension will be considered for cold weather delays as requested by the Contractor.
- B. Work Hours: Work may be performed between the normal hours of 8:00 a.m. and 4:30 p.m., Monday through Friday. At the Contractor's request; with prior coordination with the cemetery director and with the written permission of the COR; work will also be permitted to be scheduled for weekends and/or Holidays, only in the following situations: In emergency situations caused by the Contractor, or when severe adverse weather prohibits work during the week, the Contractor shall arrange to work on weekends and/or holidays in order to meet the contract performance period. The Government will not compensate the Contractor for any alternate work schedules needed to complete all contract work within the contract performance period. No work will be permitted during Memorial Day or Veteran's Day weekend activities or during any other Federal Holidays. No work will be performed at the immediate site of a scheduled interment or ceremony. Notwithstanding, if any work under this contract is required outside of the VA's normal working hours (8:00 a.m. to 4:30 p.m. Monday through Friday excluding holidays), the Contractor shall coordinate with the cemetery director and COR and request a deviation in writing to the COR at least 72 hours in advance.
- C. When working on a Government site, the Contractor shall coordinate with the COR on a daily basis, before start of work, the daily work schedule to ensure that no work is being performed at the immediate site of a scheduled interment or ceremony. Burial activities at a National Cemetery shall take precedence over Contractor activities. Cemetery interment services cannot be disturbed. To cause the least possible interference with cemetery activities, the Contractor shall cease all work in areas where burials are taking place. Contractor equipment and personnel are prohibited from passing through the service area during this period.
- D. The Contractor shall execute daily work in such a manner as to interfere as little as possible with work being done by others. Keep roads clear of materials, debris, equipment and vehicles at all times. Materials and equipment shall not be stored in other than assigned areas. At the end of each day the Contractor shall maintain all Contractor and Government property impacted by the Contractor's performance of work in a high standard of quality and cleanliness required for a national shrine.
- E. Contractor personnel are subject to the cemetery rules of conduct. The Contractor is responsible for ensuring that no contract work causes any committal service, ceremony, procession or visitation to be delayed, altered, or otherwise impacted in such a way that the dignity, security, or safety of the event or visit is compromised.
- F. Motor Vehicle Restrictions
  - 1. Contractor and employees shall coordinate parking and access with the COR.

## 1.6 OPERATIONS AND STORAGE AREAS

- A. The Contractor shall confine all operations (including storage of materials) on Government premises to areas authorized or approved by the Contracting Officer. The Contractor shall hold and save the Government, its officers and agents, free and harmless from liability of any nature occasioned by the Contractor's performance.
- B. The Contractor shall, under regulations prescribed by the Contracting Officer, use only established roadways, or use temporary roadways constructed by the Contractor when and as authorized by the Contracting Officer. When materials are transported in prosecuting the work, vehicles shall not be loaded beyond the loading capacity recommended by the manufacturer of the vehicle or prescribed by any Federal, State, or local law or regulation. When it is necessary to cross curbs or sidewalks, the Contractor shall protect them from damage. The Contractor shall repair or pay for the repair of any damaged curbs, sidewalks, or roads.

- C. Construction Fence shall be required only when required as noted on construction drawings. Before construction operations begin, Contractor shall provide a chain link construction fence, seven feet minimum height, around the construction area indicated on the drawings. Provide gates as required for access with necessary hardware, including hasps and padlocks. Fasten fence fabric to terminal posts with tension bands and to line posts and top and bottom rails with tie wires spaced at maximum 15 inches. Bottom of fences shall extend to one inch above grade. Remove the fence when directed by the COR.
- D. No utility service such as water, gas, steam, sewers or electricity, or fire protection systems and communications systems may be interrupted without prior approval of the COR. Electrical work shall be accomplished with all affected circuits or equipment de-energized. When an electrical outage cannot be accomplished, work on any energized circuits or equipment shall not commence without a detailed work plan, and the Cemetery Director's prior knowledge and written approval.
- E. Contractor shall submit a request to interrupt any such services to COR, in writing, 7 days in advance of proposed interruption. Request shall state reason, date, exact time of, and approximate duration of such interruption.
- F. Contractor will be advised (in writing) of approval of request, or of which other date and/or time such interruption will cause least inconvenience to operations of Cemetery. Interruption time approved by Cemetery may not occur at other than Contractor's normal working hours.
- G. Major interruptions of any system must be requested, in writing, at least 15 calendar days prior to the desired time and shall be performed as directed by the COR.
- H. Abandoned Lines: All service lines such as wires, cables, conduits, ducts, pipes and the like, and their hangers or supports, which are to be abandoned but are not required to be entirely removed, shall be sealed, capped or plugged at the main, branch or panel they originate from. The lines shall not be capped in finished areas, but shall be removed and sealed, capped or plugged in ceilings, within furred spaces, in unfinished areas, or within walls or partitions; so that they are completely behind the finished surfaces.
- I. Minimize interference of construction activities with flow of Cemetery traffic, comply with the following:
  - 1. Keep roads, walks and entrances to grounds, to parking and to occupied areas of buildings clear of construction materials, debris and standing construction equipment and vehicles.
  - 2. Method and scheduling of required cutting, altering and removal of existing roads, walks and entrances must be coordinated and approved by the COR.
- J. Coordination of Construction with Cemetery Director: The burial activities at a National Cemetery shall take precedence over construction activities. The Contractor shall cooperate and coordinate with the Cemetery Director, through the COR, in arranging construction schedule to cause the least possible interference with cemetery activities in actual burial areas. Construction noise during the interment services shall not disturb the service. Trucks and workmen shall not pass through the service area during this period:
  - 1. The Contractor is required to discontinue his work sufficiently in advance of Easter Sunday, Mother's Day, Father's Day, Memorial Day, Veteran's Day and/or Federal holidays, to permit him to clean up all areas of operation adjacent to existing burial plots before these dates.
  - 2. Cleaning up shall include the removal of all equipment, tools, materials and debris and leaving the areas in a clean, neat condition.
- K. The Contractor shall clean any Government property; including cemetery structures, headstones and monuments; that are soiled or stained because of Contractor's performance. The Contractor shall wash-down with water all soiled or stained structures, headstones and monuments at the end of each workday. Any such cleaning or washing shall be brought to the immediate attention of the COR prior to cleaning or washing. No hazardous chemicals shall be used at any time on Government property.
- L. At the end of each day, the Contractor shall remove all debris from the cemetery site resulting from the performance of the work. The Contractor shall ensure at all times that rubbish and trash generated by the Contractor is kept clear of vehicular and pedestrian traffic throughout the site. The Government will not provide

receptacle(s) for disposal of debris related to this contract. The Contractor will be permitted to place trash receptacle dumpsters in the COR approved staging area.

### **1.7 Contractor Personnel Standards of Behavior (Work on a Government Installation)**

#### **A. Dignity Clause:**

1. Every action by contractor personnel at a national cemetery shall be performed with the special care, reverence, dignity, and respect that acknowledge the cemetery as the final resting place that commemorates the service and sacrifice that service members, Veterans and their families made for our Nation. Critically important is the awareness required of the Contractor employees of the remains buried in the grounds where the work is performed. The utmost care shall be given to these remains and the headstones and flat grave markers that mark those gravesites and memorialize the service of individuals.
2. Contractors shall not walk, stand, lean, sit or jump on headstones or markers. Nor shall they drive over them. Contractor personnel should use tools approved by the Contracting Officer Representative (COR), such as shovels, pry bars or pinch bars to lift flat markers out of the ground; pick axes are not an acceptable tool.

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

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

- (1) Be fully clothed at all times, to include upper garment to cover body from the waist to the neck and long pants or slacks. Garments, which have a message, slogan or printing of any kind other than the Contractor's business attire, are prohibited. Uniforms are acceptable.
- (2) Maintain a neat and professional appearance throughout its workforce, vehicles, equipment, and maintenance areas. Uniforms are acceptable. If uniforms are used, they must be in unison among all employees.
- (3) Not engage in loud or boisterous behavior, angry outbursts or use profane or abusive language at any time on Government premises. Playing radios and/or electronic games/devices shall only be done at lunchtime and in a designated break area. Due to the sensitive mission of the cemetery, Contractor employees shall come into daily contact with grieving individuals, therefore Contractor employees shall exercise and exhibit absolute decorum, courtesy, and respect while within the cemetery or at its perimeter or entrances. Inquiries from cemetery visitors shall be politely referred to Government cemetery staff. Gratuities of any kind are strictly prohibited.
- (4) Consume food and beverage only within areas designated by the cemetery director (or his/her designated representative). Intoxication, and violence or criminal acts of any kind shall not be tolerated and is cause for immediate removal from a Government Installation. Use or sale of intoxicating beverages and/or drugs is strictly prohibited and use of tobacco products is only allowed in specific areas designated by the cemetery director (or his/her designated representative).

- (5) Only take breaks/rest periods, lunch breaks and bathrooms breaks in the Contractor Break Area, designated by the cemetery director (or his/her designated representative), not in the field. Misconduct shall form the basis for immediate contract enforcement action, to include immediate removal from the cemetery.
- (6) The Contractor shall ensure that his/her employees (including Contractor Consultants, Sub-Contractors, etc.) are aware of all the terms and conditions set forth in the contract regarding their performance and conduct.

## **1.8 PROTECTION OF EXISTING VEGETATION, STRUCTURES, EQUIPMENT, UTILITIES, AND IMPROVEMENTS**

- A. The Contractor shall preserve and protect all structures, equipment, and vegetation (such as trees, shrubs, and grass) on or adjacent to the work site, which are not to be removed and which do not unreasonably interfere with the work required under this contract. The Contractor shall only remove trees when specifically authorized to do so, and shall avoid damaging vegetation that will remain in place. If any limbs or branches of trees are broken during contract performance, or by the careless operation of equipment, or by workmen, the Contractor shall trim those limbs or branches with a clean cut and paint the cut with a tree-pruning compound as directed by the Contracting Officer.
- B. The Contractor shall protect from damage all existing improvements and utilities at or near the work site and on adjacent property of a third party, the locations of which are made known to or should be known by the Contractor. The Contractor shall repair any damage to those facilities, including those that are the property of a third party, resulting from failure to comply with the requirements of this contract or failure to exercise reasonable care in performing the work. If the Contractor fails or refuses to repair the damage promptly, the Contracting Officer may have the necessary work performed and charge the cost to the Contractor.

## **1.9 RESTORATION**

- A. Remove, cut, alter, replace, patch and repair existing work as necessary to install new work. Except as otherwise shown or specified, do not cut, alter or remove any structural work, and do not disturb any ducts, plumbing, steam, gas, or electric work without approval of the COR. Existing work to be altered or extended and that is found to be defective in any way, shall be reported to the COR before it is disturbed. Materials and workmanship used in restoring work, shall conform in type and quality to that of original existing construction, except as otherwise shown or specified.
- B. Upon completion of contract, deliver work complete and undamaged. Existing work (walls, ceilings, partitions, floors, mechanical and electrical work, lawns, paving, roads, walks, etc.) disturbed or removed as a result of performing required new work, shall be patched, repaired, reinstalled, or replaced with new work, and refinished and left in as good condition as existed before commencing work.
- C. At Contractor's own expense, Contractor shall immediately restore to service and repair any damage caused by Contractor's workmen to existing piping and conduits, wires, cables, etc., of utility services or of fire protection systems and communications systems (including telephone) which are not scheduled for discontinuance or abandonment.
- D. Expense of repairs to such utilities and systems not shown on drawings or locations of which are unknown will be covered by adjustment to contract time and price in accordance with clause entitled "CHANGES" (FAR 52.243-4 and VAAR 852.236-88) and "DIFFERING SITE CONDITIONS" (FAR 52.236-2).

### **1.10 LAYOUT OF WORK**

- A. The Contractor shall lay out the work from Government established base lines and bench marks, indicated on the drawings, and shall be responsible for all measurements in connection with the layout. The Contractor shall furnish, at Contractor's own expense, all stakes, templates, platforms, equipment, tools, materials, and labor required to lay out any part of the work. The Contractor shall be responsible for executing the work to the lines and grades that may be established or indicated by the Contracting Officer. The Contractor shall also be responsible for maintaining and preserving all stakes and other marks established by the Contracting Officer until authorized to remove them. If such marks are destroyed by the Contractor or through Contractor's negligence before their removal is authorized, the Contracting Officer may replace them and deduct the expense or the replacement from the contract.

### **1.11 TEMPORARY TOILETS**

- A. When necessary, contractor shall provide temporary sanitary toilet accommodations. Coordinate location with Cemetery Director. Keep such places clean and free from flies. Failure to maintain satisfactory condition in toilets will deprive Contractor of the privilege to use such toilets.

### **1.12 AVAILABILITY AND USE OF UTILITY SERVICES**

- A. 120 outlets may be available and shall be coordinated with the COR for use if necessary, but may not be available at work area locations.
- B. Water for Construction: Furnish temporary water service.
1. Contractor may obtain water by connecting to the Cemetery water distribution system. Provide reduced pressure backflow preventer at each connection as per code. Water is available at no cost to the Contractor.
  2. Maintain connections, pipe, fittings and fixtures and conserve water-use so none is wasted. Failure to stop leakage or other wastes will be cause for revocation at COR's discretion of use of water from Cemetery's system.

**SEE SEPARATE ATTACHMENT - FULL SPECIFICATION**

**(END OF STATEMENT OF WORK)**



**B.2 PRICE SCHEDULE****1.1 PRICE SCHEDULE**

DESCRIPTION	QTY	UNIT	TOTAL PRICE
Contractor shall provide all labor, tools, materials, equipment, and supervision necessary to perform all work detailed above and herein.	1	JOB	\$ _____

Duration: Term of the contract shall be sixty days (60 days) from date of award. The Contractor shall complete all work within 60 calendar days after receipt of Notice of Award, subject to all terms, conditions, provisions and schedules of the contract.

# INSTRUCTIONS, CONDITIONS AND OTHER STATEMENTS TO OFFERORS

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

### General Instructions

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

### 2. GOVERNMENT INVOICE ADDRESS:

All invoices from the contractor shall be sent electronically by following instruction as stated at website:  
Tungsten link: <http://www.tungsten-network.com/customer-campaigns/veterans-affairs/>  
See VAAR clause 852.232-72 Electronic Submission of Payment Requests (NOV 2012).

### 3. All proposals must be submitted VIA EMAIL to [iris.chen1@va.gov](mailto:iris.chen1@va.gov)

#### 4. The proposal package should contain at least the following:

- SF-1442 with completed signature (20A, B, C and 30A, B, C) and date and also fill in the DUNS , POC and Email.
- Acknowledgement of any Amendments.
- Price Proposal for all items in the Schedule of Prices.
- Technical proposal – (see below for instructions)
  1. Other docs, such as, Licenses, Bond-if needed, Insurance, Resumes.
- Past Performance Questionnaire. Filled out and emailed by POC who reference you and return within solicitation due date via email to [iris.chen1@va.gov](mailto:iris.chen1@va.gov). (Attachment G)
- Completed FAR Provision 52.212-3 “Certifications and Representations” and/or indicate whether contractor has completed the annual representations and certifications electronically at <http://www.sam.gov>.

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

**4. QUESTIONS:** All questions pertaining to this solicitation shall be submitted via email to [Iris.Chen1@va.gov](mailto:Iris.Chen1@va.gov) no later than 02/08/2018 at 10:00 a.m. EST. Responses to all questions received by this date will be posted on FedBizOpps within two (2) business days following 02/08/2018. No questions will be answered by phone calls and no questions will be accepted after that date.

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

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

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

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

## 6. METHOD OF AWARD:

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

### Evaluation Process for Award

#### Evaluation Process:

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

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

The Government intends to award a contract resulting from this solicitation using the evaluation method "Lowest Price Technically Acceptable." This method is appropriate when best value is expected to result from selection of the technically acceptable offer with the lowest evaluated cost/price. Offers will be evaluated for acceptability but not ranked using the non-cost/price factors. Evaluation factors and significant sub factors that establish the requirements of acceptability are set forth below. Award will be made on the basis of the lowest evaluated price of proposals meeting or exceeding the acceptability standards for non-cost factors (FAR 15.101-2). Price will be evaluated for reasonableness per FAR 13.106-3. The following factors shall be used to evaluate offerors on a lowest cost, technically acceptable bases in accordance with FAR 15.101-2:

- A. Price:** Price analysis will be conducted to determine a fair and reasonable price. The Government may use various price analysis techniques and procedures to ensure a fair and reasonable price.
- B. Technical Qualifications:** Technical Evaluation: The proposal will be evaluated according to the CRITERIA for Non-Price Evaluation Factors in this section.

Proposals will receive either an ACCEPTABLE or an UNACCEPTABLE rating for each of the rating factors.

*Technical acceptable/unacceptable ratings*

Rating	Description
Acceptable	Proposal clearly meets the minimum requirements of the solicitation
Unacceptable	Proposal does not clearly meet the minimum requirements of the solicitation

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

**The following technical factors will be evaluated:**

- 1. Experience** of company and / or subcontractors in performing this type of work, as described in the SOW. Have you done/performed services in the past? Years of experience? Please explain/elaborate.
- 2. Qualification of Technical/key Personnel** (e.g. resumes of key/technical personnel, training, experience, certifications, license)

**Past Performance:** Past performance will be evaluated for quality, schedule, price control, business relations, management and relevance (i.e. experience in providing services similar in size, scope, and complexity as described in the SOW). If no past performance information is readily available, the Offeror's past performance will be evaluated as Neutral. FAR 13.106-2 will be used to evaluate past performance of prospective offerors. Responsibility determination will be made in accordance with FAR 9.1 Responsible Prospective Contractors.

**NOTE:** The offeror is responsible for providing three (2) references of their choosing a copy of Attachment G (Past Performance Questionnaire) for their completion their submission back to the Contracting Officer for review. The completed questionnaires shall be emailed to: [iris.chen1@va.gov](mailto:iris.chen1@va.gov) with the proposal package. The references chosen by the offeror should be selected based on past projects of the same or similar work of the same scope/dollar amount. The source selection authority shall determine the relevance of similar past performance information.

A Responsibility Determination will be made in accordance with FAR 9.1 Responsible Prospective Contractors. The Government will research information and data bases to aid in establishing contractor's responsibility and ability to perform. The databases include, but are not limited to Experian, D&B, PPIRS, EPLS, VetBiz and SBA. If the CO is not able to determine responsibility, a request for Certificate of Competency (CoC) will be submitted to SBA.

Note: The Government retains the right to award without discussions. Therefore, offerors are encouraged to provide their best proposals with the materials requested for evaluation. The Government, based on the material presented, will award to the proposal that best demonstrates to be most advantageous for the Government.

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

## Proposal Submittal Instruction

See table below to summarize how to submit a proposal.

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

**Please email Volume II and III as one file except volume I - tech proposal, which should be a separate file. Attachment G (past performance) – should be emailed as instructed above.**

## 2.2 RESERVED

### 2.3 52.203-18 PROHIBITION ON CONTRACTING WITH ENTITIES THAT REQUIRE CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS OR STATEMENTS--REPRESENTATION (JAN 2017)

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

“Internal confidentiality agreement or statement”, “subcontract”, and “subcontractor”, are defined in the clause at 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements.

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



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

(d) Representation. By submission of its offer, the Offeror represents that it will not require its employees or subcontractors to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting waste, fraud, or abuse related to the performance of a Government contract to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information (e.g., agency Office of the Inspector General).

(End of provision)

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

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

(End of Provision)

## **2.5 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)

## **2.6 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)

## **2.7 52.222-23 NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY FOR CONSTRUCTION (FEB 1999)**

(a) The offeror's attention is called to the Equal Opportunity clause and the Affirmative Action Compliance Requirements for Construction clause of this solicitation.

(b) The goals for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:

<b>Goals for minority participation for each trade</b>	<b>Goals for female participation for each trade</b>
23%	6.9 %

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

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

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

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

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

(End of Provision)

## 2.8 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)

## 2.9 52.236-27 SITE VISIT (CONSTRUCTION) (FEB 1995)

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

(b)

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

Cemetery POC(s):  
Baltimore National Cemetery (Station #802)  
Michael Brophy, Cemetery Director  
Or Dalron Purnell, COR  
(410)644-9996  
Michael.Brophy@va.gov  
Dalron.Purnell@va.gov

(End of Provision)

## **2.10 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)

## **2.11 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)

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

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

(End of Provision)

## **2.13 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> (FAR), and <http://www.va.gov/oal/library/vaar/index.asp> (VAAR)

<b><u>FAR Number</u></b>	<b><u>Title</u></b>	<b><u>Date</u></b>
52.204-7	SYSTEM FOR AWARD MANAGEMENT	JUL 2016
52.204-16	COMMERCIAL AND GOVERNMENT ENTITY CODE REPORTING	JUL 2016
52.204-17	OWNERSHIP OR CONTROL OF OFFEROR	NOV 2014
52.204-18	COMMERCIAL AND GOVERNMENT ENTITY CODE MAINTENANCE	JUL 2016
52.204-22	ALTERNATIVE LINE ITEM PROPOSAL	JAN 2017
52.209-2	PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC	DEC 2014
52.214-34	SUBMISSION OF OFFERS IN THE ENGLISH LANGUAGE	APR 1991
52.214-35	SUBMISSION OF OFFERS IN U.S. CURRENCY	APR 1991
2.215-1	INSTRUCTIONS TO OFFERORS—COMPETITIVE ACQUISITION	JAN 2017
52.222-22	PREVIOUS CONTRACTS AND COMPLIANCE REPORTS	APR 2015



52.222-23	NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY FOR CONSTRUCTION	FEB 1999
52.223-1	BIOBASED PRODUCT CERTIFICATION	MAY 2012
52.225-25	PROHIBITION ON CONTRACTING WITH ENTITIES ENGAGING IN CERTAIN ACTIVITIES OR TRANSACTIONS RELATING TO IRAN—REPRESENTATION AND CERTIFICATIONS	DEC 2012
52.233-2	SERVICE OF PROTEST	SEPT 2006
52.236-28	PREPARATION OF PROPOSALS-CONSTRUCTION	OCT 1997
852.273-70	LATE OFFERS	JAN 2003

(End of Provision)

## REPRESENTATIONS AND CERTIFICATIONS

### 3.1 52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (NOV 2017)

(a)

- (1) The North American Industry classification System (NAICS) code for this acquisition is 238990 *[insert NAICS code]*.
- (2) The small business size standard is \$15.0 Mill *[insert size standard]*.
- (3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b)

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

☐ (i) Paragraph (d) applies.

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

(c)

- (1) The following representations or certifications in SAM are applicable to this solicitation as indicated:
  - (i) 52.203-2, Certificate of Independent Price Determination. This provision applies to solicitations when a firm-fixed-price contract or fixed-price contract with economic price adjustment is contemplated, unless—
    - (A) The acquisition is to be made under the simplified acquisition procedures in Part 13;
    - (B) The solicitation is a request for technical proposals under two-step sealed bidding procedures; or
    - (C) The solicitation is for utility services for which rates are set by law or regulation.
  - (ii) 52.203-11, Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions. This provision applies to solicitations expected to exceed \$150,000.
  - (iii) 52.203-18, 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) 52.223-1, 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.

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

(xviii) 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.

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

(xx) 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 \$79,507 or more but is less than \$100,000, the provision with its Alternate III applies.

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

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

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

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

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

[Contracting Officer check as appropriate.]

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

\_\_\_ (ii) 52.204-20, 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,*

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

FAR Clause	Title	Date	Change

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

(End of Provision)

## GENERAL CONDITIONS

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

#### (B) NOTICE.—

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

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

### 4.2 52.203-19 PROHIBITION ON REQUIRING CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS OR STATEMENTS (JAN 2017)

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

“Internal confidentiality agreement or statement” means a confidentiality agreement or any other written statement that the contractor requires any of its employees or subcontractors to sign regarding nondisclosure of contractor information, except that it does not include confidentiality agreements arising out of civil litigation or confidentiality agreements that contractor employees or subcontractors sign at the behest of a Federal agency.

“Subcontract” means any contract as defined in subpart 2.1 entered into by a subcontractor to furnish supplies or services for performance of a prime contract or a subcontract. It includes but is not limited to purchase orders, and changes and modifications to purchase orders.

“Subcontractor” means any supplier, distributor, vendor, or firm (including a consultant) that furnishes supplies or services to or for a prime contractor or another subcontractor.

(b) The Contractor shall not require its employees or subcontractors to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting waste, fraud, or abuse related to the performance of a Government contract to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information (e.g., agency Office of the Inspector General).

(c) The Contractor shall notify current employees and subcontractors that prohibitions and restrictions of any preexisting internal confidentiality agreements or statements covered by this clause, to the extent that such prohibitions and restrictions are inconsistent with the prohibitions of this clause, are no longer in effect.

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

(e) In accordance with section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015, (Pub. L. 113-235), and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions) use of funds appropriated (or otherwise made available) is prohibited, if the Government determines that the Contractor is not in compliance with the provisions of this clause.

(f) The Contractor shall include the substance of this clause, including this paragraph (f), in subcontracts under such contracts.

(End of clause)

**4.3 52.211-10 COMMENCEMENT, PROSECUTION, AND COMPLETION OF WORK (APR 1984)**

The Contractor shall be required to (a) commence work under this contract within 15 calendar days after the date the Contractor receives the notice to proceed, (b) prosecute the work diligently, and (c) complete the entire work ready for use not later than 120 days. The time stated for completion shall include final cleanup of the premises.

(End of Clause)

**4.4 52.219-28 POST-AWARD SMALL BUSINESS PROGRAM REPRESENTATION (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 238990 assigned to contract number .  
[Contractor to sign and date and insert authorized signer's name and title].

(End of Clause)

#### 4.5 52.225-9 BUY AMERICAN—CONSTRUCTION MATERIALS (MAY 2014)

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

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

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

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

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

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

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

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

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

"Cost of components" means—

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

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

"Domestic construction material" means—

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

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

(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)

## 4.6 RESERVE

## 4.7 52.252-2 NOTICE LISTING CLAUSES INCORPORATED BY REFERENCE

The following clauses are hereby incorporated by reference (by Citation Number, Title, and Date) in accordance with the clause at FAR "52.252-2 CLAUSES INCORPORATED BY REFERENCE" contained in this document. See FAR 52.252-2 for an internet address (if specified) for electronic access to the full text of a clause. Also, the full text of a solicitation clauses may be accessed electronically at this/these address(es): <http://www.acquisition.gov/far/index.html> (FAR), and <http://www.va.gov/oal/library/vaar/index.asp> (VAAR)

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

<u>FAR</u> <u>Number</u>	<u>Title</u>	<u>Date</u>
52.202-1	DEFINITIONS	NOV 2013
52.203-3	GRATUITIES	APR 1984
52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT, ALTERNATE I	SEPT 2006
52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	OCT 2010
52.203-17	CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES	APR 2014
52.204-4	PRINTED OR COPIED DOUBLE-SIDED ON POSTCONSUMER FIBER CONTENT PAPER	MAY 2011
52.204-9	PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL	JAN 2011

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52.204-10	REPORTING EXECUTIVE COMPENSATION AND FIRST-TIERS SUBCONTRACT AWARDS	OCT 2016
52.204-13	SYSTEM FOR AWARD MANAGEMENT MAINTENANCE	OCT 2016
52.204-18	COMMERCIAL AND GOVERNMENT ENTITY CODE MAINTENANCE	JUL 2015
52.204-19	INCORPORATION BY REFERENCE OF REPRESENTATIONS AND CERTIFICATIONS	DEC 2014
52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH	OCT 2015
52.209-10	PROHIBITION ON CONTRACTING WITH INVERTED DOMEST CORPORATIONS	DEC 2014
52.211-12	LIQUIDATED DAMAGES – CONSTRUCTION	SEP 2000
52.211-18	VARIATION IN ESTIMATED QUANTITY	APR 1984
52.219-6	NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE	NOV 2011
52.222-1	NOTICE TO THE GOVERNMENT OF LABOR DISPUTES	FEB 1997
52.222-3	CONVICT LABOR	JUN 2003
52.222-6	CONSTRUCTION WAGE RATE REQUIREMENTS	MAY 2014
52.222-7	WITHHOLDING OF FUNDS	MAY 2014
52.222-8	PAYROLLS AND BASIC RECORDS	MAY 2014
52.222-9	APPRENTICES AND TRAINEES	JUL 2005
52.222-10	COMPLIANCE WITH COPELAND ACT REQUIREMENTS	FEB 1988
52.222-11	SUBCONTRACTS (LABOR STANDARDS)	MAY 2014
52.222-12	CONTRACT TERMINATION—DEBARMENT	MAY 2014
52.222-13	COMPLIANCE WITH CONSTRUCTION WAGE RATE REQUIREMENTS AND RELATED REGULATIONS	MAY 2014
52.222-14	DISPUTES CONCERNING LABOR STANDARDS	FEB 1988
52.222-15	CERTIFICATION OF ELIGIBILITY	MAY 2014
52.222-21	PROHIBITION OF SEGREGATED FACILITIES	APR 2015
52.222-26	EQUAL OPPORTUNITY	SEP 2016
52.222-27	AFFIRMATIVE ACTION COMPLIANCE REQUIREMENTS FOR CONSTRUCTION	APR 2015
52.222-35	EQUAL OPPORTUNITY FOR VETERANS	OCT 2015
52.222-36	EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES	JUL 2014
52.222-37	EMPLOYMENT REPORTS ON VETERANS	FEB 2016
52.222-40	NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT	DEC 2010
52.222-50	COMBATING TRAFFICKING IN PERSONS	MAR 2015
52.222-55	MINIMUM WAGES UNDER EXECUTIVE ORDER 13658	DEC 2014
52.223-3	HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA	JUL 1997
52.223-5	POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION	MAY 2011
52.223-6	DRUG-FREE WORKPLACE	AY 2001
52.223-15	ENERGY EFFICIENCY IN ENERGY-CONSUMING PRODUCTS	DEC 2007
52.223-17	AFFIRMATIVE PROCUREMENT OF EPA-DESIGNATED ITEMS IN SERVICE AND CONSTRUCTION	MAY 2008
52.223-18	ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING	AUG 2011
52.223-19	COMPLIANCE WITH ENVIRONMENTAL MANAGEMENT SYSTEMS	MAY 2011
52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES	JUN 2008
52.227-4	PATENT INDEMNITY—CONSTRUCTION CONTRACTS	DEC 2007
52.228-5	INSURANCE-WORK ON A GOVERNMENT INSTALLATION	JAN 1997
52.228-11	PLEDGES OF ASSETS	JAN 2012

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52.229-3	FEDERAL, STATE AND LOCAL TAXES	FEB 2013
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
52.232-23	ASSIGNMENT OF CLAIMS	MAY 2014
52.232-27	PROMPT PAYMENT FOR CONSTRUCTION CONTRACTS	MAY 2014
52.232-34	PAYMENT BY ELECTRONIC FUNDS TRANSFER—OTHER THAN SYSTEM FOR AWARD MANAGEMENT	JUL 2013
52.232-39	UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS	JUN 2013
52.232-40	PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS	DEC 2013
52.233-1	DISPUTES	MAY 2014
52.233-3	PROTEST AFTER AWARD	AUG 1996
52.233-4	APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM	OCT 2004
52.236-2	DIFFERING SITE CONDITIONS	APR 1984
52.236-3	SITE INVESTIGATION AND CONDITIONS AFFECTING THE WORK	APR 1984
52.236-5	MATERIAL AND WORKMANSHIP	APR 1984
52.236-6	SUPERINTENDENCE BY THE CONTRACTOR	APR 1984
52.236-7	PERMITS AND RESPONSIBILITIES	NOV 1991
52.236-8	OTHER CONTRACTS	APR 1984
52.236-9	PROTECTION OF EXISTING VEGETATION, STRUCTURES, EQUIPMENT, UTILITIES, AND IMPROVEMENTS	APR 1984
52.236-10	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
52.236-17	LAYOUT OF WORK	APR 1984
52.236-21	SPECIFICATIONS AND DRAWINGS FOR CONSTRUCTION	FEB 1997
52.236-26	PRECONSTRUCTION CONFERENCE	FEB 1995
52.242-13	BANKRUPTCY	JUL 1995
52.242-14	SUSPENSION OF WORK	APR 1984
52.243-1	CHANGES – FIXED PRICE ALT II	AUG 1987
52.243-4	CHANGES	JUNE 2007
52.244-6	SUBCONTRACTS FOR COMMERCIAL ITEMS	NOV 2017
52.246-11	HIGHER-LEVEL CONTRACT QUALITY REQUIREMENT	DEC 2014
52.246-12	INSPECTION OF CONSTRUCTION	AUG 1996
52.246-13	INSPECTION-DISMANTLING, DEMOLITION OR REMOVAL OF IMPROVEMENTS	AUG 1996
52.246-21	WARRANTY OF CONSTRUCTION	MAR 1994
52.248-3	VALUE ENGINEERING-CONSTRUCTION	OCT 2015
52.249-2	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE) ALTERNATE I	APR 2012
52.249-10	DEFAULT	APR 1984
52.253-1	COMPUTER GENERATED FORMS	JAN 1991
852.211-74	LIQUIDATED DAMAGES	JAN 2008
852.236-71	SPECIFICATIONS AND DRAWINGS FOR CONSTRUCTION	JUL 2002
852.228-72	ASSISTING SERVICE-DISABLED VETERAN-OWNED AND VETERAN-OWNED SMALL	DEC 2009

## 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.

#### **4.9 VAAR 852.219-10 VA NOTICE OF TOTAL SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS SET-ASIDE (JUL 2016) (DEVIATION)**

(a) *Definition.* For the Department of Veterans Affairs, “Service-disabled veteran-owned small business concern or SDVSOB”:

(1) Means a small business concern:

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans or eligible surviving spouses (see VAAR 802.201 Surviving Spouse definition);

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

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

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

(b) *General.*

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

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

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

(d) A joint venture may be considered a service-disabled 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 as appropriate.

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

(End of clause)

#### **4.10 Reserved**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(End of Clause)



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

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

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

(End of Clause)

#### **4.13 VAAR 852.236-76 CORRESPONDENCE (APR 1984)**

All correspondence relative to this contract shall bear Specification Number, Project Number, Department of Veterans Affairs Contract Number, title of project and name of facility.

(End of Clause)

#### **4.14 VAAR 852.236-77 REFERENCE TO "STANDARDS" (JUL 2002)**

Any materials, equipment, or workmanship specified by references to number, symbol, or title of any specific Federal, Industry or Government Agency Standard Specification shall comply with all applicable provisions of such standard specifications, except as limited to type, class or grade, or modified in contract specifications. Reference to "Standards" referred to in the contract specifications, except as modified, shall have full force and effect as though printed in detail in specifications.

(End of Clause)

#### **4.15 VAAR 852.236-78 GOVERNMENT SUPERVISION (APR 1984)**

- (a) The work will be under the direction of the Department of Veterans Affairs contracting officer, who may designate another VA employee to act as resident engineer at the construction site.
- (b) Except as provided below, the resident engineer's directions will not conflict with or change contract requirements.
- (c) Within the limits of any specific authority delegated by the contracting officer, the resident engineer may, by written direction, make changes in the work. The contractor shall be advised of the extent of such authority prior to execution of any work under the contract.

(End of Clause)

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

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

(End of Clause)

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

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

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

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

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

(End of Clause)

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

(a) Retainage:

(1) The contracting officer may retain funds:

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

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

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

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

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

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

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

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

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

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

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

(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)

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

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

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

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

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

(End of Clause)

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

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

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

(End of Clause)

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

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

(End of Clause)

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

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

(End of Clause)

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

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

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

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

change order is issued, the contractor shall submit a proposal, which includes the information required by paragraph (a)(1), for cost of changes in work within 30 calendar days.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(End of Clause)

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

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

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

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

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

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

(End of Clause)

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

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

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

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

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



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

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

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

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

(End of Clause)

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

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

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

(End of Clause)

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

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

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

(End of Clause)

#### **4.28 001AL-11-15-A - LIMITATIONS ON SUBCONTRACTING—MONITORING AND COMPLIANCE (JUN 2011)**

This solicitation includes. Accordingly, any contract resulting from this solicitation will include this clause. The contractor is advised in performing contract administration functions, the CO may use the services of a support contractor(s) retained by VA to assist in assessing the contractor's compliance with the limitations on subcontracting or percentage of work performance requirements specified in the clause. To that end, the support contractor(s) may require access to contractor's offices where the

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

(End)

#### **4.29 CL-120 SUPPLEMENTAL INSURANCE REQUIREMENTS**

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

- (a) Workers' compensation and employers liability: Contractors are required to comply with applicable Federal and State workers' compensation and occupational disease statutes. If occupational diseases are not compensable under those statutes, they shall be covered under the employer's liability section of the insurance policy, except when contract operations are so commingled with a Contractor's commercial operations that it would not be practical to require this coverage. Employer's liability coverage of at least \$100,000 is required, except in States with exclusive or monopolistic funds that do not permit workers' compensation to be written by private carriers.
- (b) General Liability: \$500,000.00 per occurrences.
- (c) Automobile liability: \$250,000.00 per person; \$500,000.00 per occurrence and \$100,000.00 property damage.
- (d) The successful bidder must present to the Contracting Officer, prior to award, evidence of general liability insurance without any exclusionary clauses for asbestos that would void the general liability coverage.

(End of Clause)

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

ATTACHMENT – A: WAGE DETERMINATION	page 48
ATTACHMENT – B: CONTRACT DISCREPANCY REPORT	page 53
ATTACHMENT – C: CONTRACTOR PRODUCTION REPORT	page 54
ATTACHMENT – D: CONTRACTOR QUALITY REPORT	page 55
ATTACHMENT – E: SF1413	page 56
ATTACHMENT – F: DEPARTMENT OF LABOR PAYROLL FORM	page 57
ATTACHMENT – G: PAST PERFORMANCE QUESTIONNAIRE	page 59

**ATTACHMENT A - DAVIS BACON ACT WAGE DETERMINATION**

**The DOL Wage Determination for the specific locality is available at [www.wdol.gov](http://www.wdol.gov). Please note the listing below is not all inclusive wage determination of each area of performance. It is the contractor's responsible to obtain and evaluate each wage determination locality, including updates.**

General Decision Number: NY180002 02/09/2018 NY2

Superseded General Decision Number: NY20170002

State: New York

Construction Types: Building, Heavy and Highway

Counties: Albany, Columbia, Fulton, Greene, Montgomery, Rensselaer, Saratoga, Schenectady, Schoharie and Washington Counties in New York.

BUILDING CONSTRUCTION PROJECTS (For all counties except COLUMBIA, FULTON & GREENE) (does not include single family homes and apartments up to a including 4 stories), HEAVY AND HIGHWAY CONSTRUCTION PROJECTS

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.35 for calendar year 2018 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 \$10.35 per hour (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 2018. The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

Modification Number	Publication Date
0	01/05/2018
1	01/12/2018
2	02/09/2018

ASBE0040-002 05/01/2017

	Rates	Fringes
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Asbestos/Insulator Worker		
SCOPE OF WORK: includes		
application of all		
insulating materials,		
protective, coverings,		
coating and finishing to		
all types of mechanical		
systems.....	\$ 34.10	21.47

## HAZARDOUS MATERIAL HANDLER

Duties limited to  
 preparation wetting;  
 stripping; removal;  
 scrapping; vacuuming;  
 bagging; and disposing of  
 all insulation materials,  
 whether they contain  
 asbestos or not from  
 mechanical systems.....\$ 34.10                      21.47

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 BOIL0197-002 01/01/2017

	Rates	Fringes
BOILERMAKER.....	\$ 34.54	24.78

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 BRNY0002-019 07/01/2017

	Rates	Fringes
BRICKLAYER		
BRICKLAYERS, STONE MASONS, CEMENT MASONS, PLASTERERS, POINTERS, CAULKERS & CLEANERS.....	\$ 35.03	20.19
HEAVY & HIGHWAY CONSTRUCTION		
CEMENT MASONS.....	\$ 36.06	18.96
MARBLE, TILE & TERRAZZO FINISHERS.....	\$ 26.40	16.57
MARBLE, TILE & TERRAZZO WORKERS.....	\$ 31.67	18.67

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 \* CARP0279-006 01/01/2018

	Rates	Fringes
Carpenters:		
HEAVY AND HIGHWAY CONSTRUCTION (COLUMBIA AND GREENE COUNTIES)		
Carpenters, Millwrights, Pile Drivers.....	\$ 36.64	26.43

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 \* CARP0291-005 01/01/2018

	Rates	Fringes
Carpenters:		
SARATOGA COUNTY		
BUILDING.....	\$ 30.45	20.65
WASHINGTON COUNTY		
BUILDING.....	\$ 27.80	19.87

PAID HOLIDAYS: Labor Day, provided the employee has been on  
 the payroll the calendar week or any of the holiday week  
 preceding the holiday and works the day after the holiday.

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 \* CARP0291-008 01/01/2018
 ALBANY, FULTON, MONTGOMERY, RENSSELAER, SCHENECTADY AND  
 SCHOHARIE COUNTIES

	Rates	Fringes
Carpenters:		

**36C78618Q0207**

## BUILDING CONSTRUCTION

Carpenters &amp; Soft Floor

Layers.....\$ 30.93 20.65

Piledriver.....\$ 30.93 20.65

## HEAVY &amp; HIGHWAY

## CONSTRUCTION

Carpenters.....\$ 30.78 20.35

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CARP0291-010 07/01/2017

Rates

Fringes

## Carpenters:

CARPENTERS.....\$ 30.78 20.35

DIVER TENDERS.....\$ 31.78 20.35

DIVERS (Dry Day).....\$ 31.78 20.35

DIVERS.....\$ 54.85 20.35

PILEDRIVERS.....\$ 30.78 20.35

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ELEC0236-001 06/01/2017ALBANY; COLUMBIA; FULTON; GREENE (that portion North of a line  
following the south limits of the city of Catskill);

MONTGOMERY; RENSSELAER, SARATOGA; SCHENECTADY; SCHOHARIE;

WASHINGTON

Rates

Fringes

ELECTRICIAN.....\$ 37.75 25.80

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ELEC0363-004 04/01/2017

GREENE COUNTY (Portion of)

Rates

Fringes

ELECTRICIAN.....\$ 38.50 6%+25.20+a

## FOOTNOTE:

a. Paid Holidays: New Year's Day, President's Day, Memorial  
Day, Fourth of July, Labor Day, Presidential Election Day,  
Veteran's Day, Thanksgiving Day, Day after Thanksgiving,  
Christmas Day

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ELEC1249-003 05/01/2017

Rates

Fringes

ELECTRICIAN (LINE

CONSTRUCTION: LIGHTING AND

TRAFFIC SIGNAL Including any

and all Fiber Optic Cable

necessary for Traffic Signal

Systems, Traffic Monitoring

systems and Road Weather

information systems)

Flagman.....\$ 25.59 6.75%+22.65+a

Groundman (Truck Driver)....\$ 34.12 6.75%+22.65+a

Groundman Truck Driver

(tractor trailer unit).....\$ 36.25 6.75%+22.65+a

Lineman &amp; Technician.....\$ 42.65 6.75%+22.65+a

Mechanic.....\$ 34.12 6.75%+22.65+a

## FOOTNOTE:

a. New Year's Day, Memorial Day, Independence Day, Labor  
Day, Thanksgiving Day, Christmas Day, plus President's Day,  
Good Friday, Decoration Day, Election Day for the President  
of the United States and Election Day for the Governor of

the State of New York, provided the employee works the day before or the day after the holiday.

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ELEC1249-004 05/01/2017

	Rates	Fringes
ELECTRICIAN (Line Construction)		
Overhead and underground distribution and maintenance work and all overhead and underground transmission line work including any and all fiber optic ground wire, fiber optic shield wire or any other like product by any other name manufactured for the dual purpose of ground fault protection and fiber optic capabilities :		
Flagman.....	\$ 29.52	6.75%+22.65+a
Groundman digging machine operator.....	\$ 44.28	6.75%+22.65+a
Groundman truck driver (tractor trailer unit).....	\$ 41.82	6.75%+22.65+a
Groundman Truck driver.....	\$ 39.36	6.75%+22.65+a
Lineman and Technician.....	\$ 49.20	6.75%+22.65+a
Mechanic.....	\$ 39.36	6.75%+22.65+a
Substation:		
Cable Splicer.....	\$ 52.75	7.25%+21.75+a
Flagman.....	\$ 28.77	7.25%+21.75+a
Ground man truck driver....	\$ 38.36	7.25%+21.75+a
Groundman digging machine operator.....	\$ 43.16	7.25%+21.75+a
Groundman truck driver (tractor trailer unit).....	\$ 40.76	7.25%+21.75+a
Lineman & Technician.....	\$ 47.95	7.25%+21.75+a
Mechanic.....	\$ 38.36	7.25%+21.75+a
Switching structures; railroad catenary installation and maintenance, third rail type underground fluid or gas filled transmission conduit and cable installations (including any and all fiber optic ground product by any other name manufactured for the dual purpose of ground fault protection and fiber optic capabilities), pipetype cable installation and maintenance jobs or projects, and maintenance bonding of rails; Pipetype cable installation		
Cable Splicer.....	\$ 54.20	7.25%+21.75+a
Flagman.....	\$ 29.56	7.25%+21.75+a
Groundman Digging Machine Operator.....	\$ 44.34	7.25%+21.75+a
Groundman Truck Driver (tractor-trailer unit).....	\$ 41.88	7.25%+21.75+a
Groundman Truck Driver.....	\$ 39.42	7.25%+21.75+a
Lineman & Technician.....	\$ 49.27	7.25%+21.75+a
Mechanic.....	\$ 39.42	7.25%+21.75+a



## FOOTNOTE:

a. PAID HOLIDAYS: New Year's Day, Presidents' Day, Memorial Day, Good Friday, Independence Day, Labor Day, Thanksgiving Day, Christmas Day, and Election Day for the President of the United States and Election Day for the Governor of New York State, provided the employee works two days before or two days after the holiday.

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ELEC1249-007 05/02/2016

## COLUMBIA COUNTY

	Rates	Fringes
ELECTRICIAN (LIGHTING AND TRAFFIC SIGNAL INCLUDING ANY AND ALL FIBER OPTIC CABLE NECESSARY FOR THE TRAFFIC SIGNAL SYSTEMS, TRAFFIC MONITORING SYSTEMS AND ROAD WEATHER INFORMATION SYSTEMS)		
Flagman.....	\$ 25.76	7.25%+21.75+a
Groundman Digging Machine Operator.....	\$ 38.64	7.25%+21.75+a
Groundman Truck Driver (Tractor-trailer unit).....	\$ 36.49	7.25%+21.75+a
Groundman Truck Driver.....	\$ 34.34	7.25%+21.75+a
Lineman and Technician.....	\$ 42.93	7.25%+21.75+a
Mechanic.....	\$ 34.34	7.25%+21.75+a

## PAID HOLIDAYS:

a. Memorial Day, New Year's Day, President's Day, Good Friday, Decoration Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day, and Election Day for the President of the United States and Election Day for the Governor of New York State, provided the employee works two days before or two days after the holiday.

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ELEC1249-008 01/01/2017

	Rates	Fringes
ELECTRICIAN (Line Construction)		
TELEPHONE, CATV FIBEROPTICS CABLE AND EQUIPMENT		
Cable splicer.....	\$ 30.90	3%+4.43
Groundman.....	\$ 15.56	3%+4.43
Installer Repairman-Teledata		
Lineman/Technician-Equipment Operator.....	\$ 29.33	3%+4.43
Tree Trimmer.....	\$ 23.95	3%+9.98+a

a. New Year's Day, President's Day, Good Friday, Decoration Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, Day after Thanksgiving, Christmas Day.

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ELEV0035-001 01/01/2018

ALBANY; COLUMBIA (Towns of Claverack, Hillsdale, Ghent, Stockport, Austerlitz, Canaan, New Lebanon, Chatham, Kinderhook, Styvesant and Greenport); FULTON; GREENE (Towns of Durham, Greenville, New Baltimore, Coxcsackie and Athens); MONTGOMERY, RENSSELAER, SARATOGA, SCHENECTADY, SCHOHARIE AND

## WASHINGTON COUNTIES

	Rates	Fringes
Elevator Constructor.....	\$ 44.58	32.645+a+b

## FOOTNOTE:

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.

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ELEV0138-004 01/01/2018

COLUMBIA COUNTY (THE TOWNS OF ANCRAM, CLERMONT, COPAKE, GALLATIN, GERMANTOWN, LIVINGSTON, AND TAGHKANIC); GREEN COUNTY (THE TOWNS OF HUNTER AND CATSKILL)

	Rates	Fringes
ELEVATOR MECHANIC.....	\$ 56.75	32.645+a+b

## FOOTNOTE:

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.

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ENGI0106-001 07/01/2017

## HEAVY &amp; HIGHWAY

	Rates	Fringes
Power equipment operators:		
GROUP 1.....	\$ 42.18	25.15+a
GROUP 2.....	\$ 41.27	25.15+a
GROUP 3.....	\$ 38.70	25.15+a
GROUP 4.....	\$ 46.18	25.15+a
GROUP 5.....	\$ 45.18	25.15+a
GROUP 6.....	\$ 44.18	25.15+a
GROUP 7.....	\$ 43.79	25.15+a

## POWER EQUIPMENT OPERATOR CLASSIFICATIONS (HEAVY &amp; HIGHWAY):

GROUP 1: Asphalt Curb Machine, Self Propelled, Slipform, Automated Concrete Spreader (CMI Type), Automatic Fine Grader, Backhoe (Except Tractor Mounted, Rubber Tired), Backhoe Excavator Full Swing (CAT 212 or similar type), Back Filling Machine, Belt Placer (CMI Type), Blacktop Plant (Automated), Boom truck, Cableway, Caisson Auger, Central Mix Concrete Plant (Automated), Concrete Curb Machine, Self Propelled, Slipform, Concrete Pump, Crane, Cherry Picker, Derricks (steel erection), Dragline, Overhead Crane (Gantry or Straddle type), Pile Driver, Truck Crane, Directional Drilling Machine, Dredge, Dual Drum Paver, Excavator (All Purpose Hydraulically Operated) (Gradall or Similar), Front End Loader ( 4 cu. yd. and Over), Head Tower (Sauerman or Equal), Hoist (Two or Three Drum), Holland Loader, Maintenance Engineer, Mine Hoist, Mucking Machine or Mole Pavement Breaker (SP) Wertgen; PB-4 and similar type, Power Grader, Profiler (over 105 H.P.) Quad 9, Quarry Master (or equivalent), Scraper, Fireman,

### 36C78618Q0207

Form Tamper, Grout Pump, Guniting Machine, Hammers (Hydraulic self-propelled), Hydra-Spiker, ride-on, Hydraulic Pump (jacking system), Hydro-Blaster (Water), Mulching Machine, Oiler, Parapet Concrete or Pavement, Shovel, Side Boom, Slip Form Paver, Tractor Drawn, BeltType Loader, Truck or Trailer Mounted Log , Chipper (Self Feeder), Tug Operator (Manned Rented Equipment Excluded), Tunnel Shovel

GROUP 2: Asphalt Paver, Backhoe (Tractor Mounted, Rubber Tired), Bituminous Recycler Machine, Bituminous Spreader and Mixer, Blacktop Plant (NonAutomated), Blast or Rotary Drill (Truck or Tractor Mounted), Boring Machine, Cage Hoist, Central Mix Plant (NonAutomated) and All Concrete Batching Plants, Cherry Picker (5 tons capacity and under), Concrete Paver (Over 16S), Crawler Drill, Self-contained, Crusher, Diesel Power Unit, Drill Rigs, Tractor Mounted, Front End Loader (Under 4 cu. yd.), Greaseman/Lubrication Engineer, HiPressure Boiler (15 lbs. and over), Hoist (One Drum), Hydro-Axe, Kolman Plant Loader and Similar Type Loaders, L.C.M. Work Boat Operator, Locomotive Mixer (for stabilized base selfpropelled), Monorail Machine, Plant Engineer, Profiler (105 H.P. and under), Grinder, Post Hole Digger and Post Driver, Power Broom (towed), Power Heaterman, Power Sweeper, Reviniis Widener, Roller (Grade and Fill), Scarifier, ride-on, Shell Winder, Skid steer loader (Bobcat or similar), Span-Saw, ride-on, Steam Cleaner, Pug Mill, Pump Crete Ready Mix Concrete Plant Refrigeration Equipment (for soil stabilization)Road Widener, Roller (all above subgrade), Sea Mule, Self-contained Ride-on Rock Drill, Excluding Air-Track Type Drill, Skidder, Tractor with Dozer and/or Pusher, Trencher. Tugger Hoist, Vermeer saw (ride on, any size or type), Winch, Winch Cat

GROUP 3: A Frame Winch Hoist on Truck , Articulated Heavy Hauler, Aggregate Plant, Asphalt or Concrete Grooving, Machine (ride on), Ballast Regulator, Ride-on Boiler (used in conjunction with production), Bituminous Heater, self-propelled, Boat (powered), Cement and Bin Operator, Compressors, Dust Collectors, Fork Lift, Generators, Pumps, Welding Machines, Light Plants, Heaters (hands-off equipment), Concrete Pavement Spreader and Finisher, Concrete Paver or Mixer (16S and under), Concrete Saw (self-propelled), Conveyor, Deck Hand, Directional Drill Machine Locator, Drill, (Core), Drill, (Well,) Farm Tractor with accessories, Fine Grade Machine, Tamper, ride-on, Tie Extractor, ride-on, Tie Handler, ride-on, Tie Insertter, ride-on, Tie Spacer, ride-on, Tire Repair, Track Liner, ride-on, Tractor, Tractor (with towed accessories), Vibratory Compactor, Vibro Tamp, Well Point

GROUP 4: Tower Cranes

GROUP 5: Cranes 50 tons and over

GROUP 6: Cranes 49 tons and below

GROUP 7: Master Mechanic

FOOTNOTE:

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

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ENGI0106-002 07/01/2017

BUILDING

Rates

Fringes

## Power equipment operators:

GROUP A(1).....	\$ 42.66	24.80+a
GROUP A.....	\$ 42.18	24.80+a
1.....	\$ 43.66	24.80+a
2.....	\$ 44.66	24.80+a
GROUP B.....	\$ 41.18	24.80+a
GROUP C.....	\$ 38.37	24.80+a

Hazardous work - Anytime Operating Engineers are involved with level C or above, \$2.50 per hour over regular rate.

## FOOTNOTE:

a. Paid Holidays: New Years Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day.

## POWER EQUIPMENT OPERATOR CLASSIFICATIONS (BUILDING):

GROUP A(1): Crane, hydraulic cranes, tower crane, locomotive crane, piledriver, cableway, derricks, whirllies, dragline, boom truck (over 5 tons)

## GROUP A(1): Crane Premiums:

- 1 over 150'- \$1.00
- 2 over 200'- \$2.00

GROUP A: Shovel, All Excavators (including rubber tire full swing), gradalls, power road grader, all CMI equipment, front-end rubber tire loader, tractor-mounted drill (quarry master), mucking machine, concrete central mix plant, concrete pump, Belcrete system, automated asphalt concrete plant and tractor road paver, boom truck (5 tons and under), maintenance engineer, self contained crawler, drill-hydraulic rock drill.

GROUP B: Backhoe, (rubber-tired backhoe/loader combination), bulldozer, pushcat, tractor, traxcavator, scraper, LeTourneau grader, form fine grader, road roller, blacktop roller, blacktop spreader, power brooms, sweepers, trenching machine, Barber Green loader, side booms, hydrohammer, concrete spreader, concrete finishing machine, one drum hoist, power hoisting (single drum), hoist - two drum or more, three drum engine, power hoisting (two drum and over), two drum and swinging engine, three drum swinging engine, hod hoist, A-L frame winches, cord and well drillers (one drum), post hole digger, model CHB Vibro-Tamp or similar machine, batch bin and plant operator, dinkey locomotive, skid steer loader, track excavator 5/8 cu. yd. or smaller

GROUP C: Fork lift, high lift, lull, oiler, fireman and heavy- duty greaser, boilers, and steam generators, pump, vibrator, motor mixer, air compressor, dust collector, welding machine, well point, mechanical heater, generators, temporary light plants, concrete pumps, electric submersible pump 4" and over, murphy type diesel generator, conveyor, elevators, concrete mixer and belcrete power pack (belcrete system), seeding, and mulching machines, pumps

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IRON0012-011 05/01/2017

ALBANY; COLUMBIA; FULTON (Albin, Bleecker, Broad, Johnstown, Mayfield, Northampton and Perth); GREENE, MONTGOMERY (Amsterdam, Charleston, Florida, Glen, Mohawk and Root); RENSSELAER, SARATOGA; SCHENECTADY; SCHOHARIE; and WASHINGTON COUNTIES:

Rates

Fringes

**36C78618Q0207****Ironworkers:**

Sheeter, Bucker-up.....	\$ 30.75	23.84
Sheeter.....	\$ 30.75	23.84
Structural, Ornamental, Rodman, Machinery Mover, Rigger, Fence Erector, Reinforcing, Stone Derrickmen.....	\$ 30.50	23.84

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IRON0440-007 05/01/2017

FULTON (Twps. of Caroga, Ephratah, Oppenheim, Stratford);  
MONTGOMERY (Twps of Canajoharie, Minden, Palatine, St.  
Johnsville):

	Rates	Fringes
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**Ironworkers:**

Structural, Ornamental, Rodman, Machinery Mover, Rigger, Fence Erector, Reinforcement, and Stone Derrickman.....	\$ 27.25	25.44
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LABO0017-001 07/01/2017

COLUMBIA COUNTY (Twps of Greenport, Claverack, Clermont,  
Germantown, Livingston, Hillsdale, Taghkanic, Gallatin, Copake,  
Ancram, Philmont and the City of Hudson)

	Rates	Fringes
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**LABORER**

COLUMBIA COUNTY (Townships of Greenport, Claverack, Clermont, Germantown, Livingston, Hillsdale, Taghkanic, Gallatin, Copake, Ancram, Philmont, and the City of Hudson) (Asbestos, lead, toxic and hazardous waste abatement and any other environmental related work) HEAVY & HIGHWAY		
GROUP 1:.....	\$ 36.90	26.20+a
GROUP 2:.....	\$ 41.15	26.20+a
GREENE COUNTY (Township of Catskill) HEAVY & HIGHWAY:		
GROUP 1:.....	\$ 32.15	26.20+a
GROUP 2:.....	\$ 36.90	26.20+a
GROUP 3:.....	\$ 41.15	26.20+a
GROUP 4:.....	\$ 45.50	26.20+a
TUNNEL, SHAFT & CAISSON WORK		
GROUP 1:.....	\$ 46.80	28.15+a

For HEAVY & HIGHWAY CLASSIFICATIONS in COLUMBIA COUNTY  
(Townships of Greenport, Claverack, Clermont, Germantown,  
Livingston, Hillsdale, Taghkanic, Gallatin, Copake, Ancram,  
Philmont and the City of Hudson)

**HEAVY & HIGHWAY CLASSIFICATIONS**

GROUP 1: Asbestos, toxic, bio-remediation,  
phyto-remediation, lead or hazardous material abatement  
when protective equipment and clothing are not required

GROUP 2: Asbestos, toxic, bio-remediation,

phyto-remediation, lead or hazardous material abatement  
when protective clothing and equipment is required

For HEAVY & HIGHWAY CLASSIFICATIONS in GREENE COUNTY  
(Township of Catskill)

FOOTNOTE:

a. PAID HOLIDAYS: New Years Day, President's Day, Memorial Day, Independence Day, Lincoln's Birthday, Labor Day, Election Day, Veterans Day, Thanksgiving Day, Christmas Day, provided the employee is an employee of the company prior to the scheduled holiday and reports to work the first day following the holiday unless prevented from doing so for legitimate reasons.

GROUP 1: Flagperson, gateperson

GROUP 2: General laborers, chuck tender, handling and distributing drinking water, distributing all tools and supplies of laborers, nipper, powder carrier, magazine tender, warehouse laborers, concrete man, vibrator man, mason tender, mortar man, spraying, brushing and covering of concrete for curing and preservative purposes, traffic striper, scaffold builder, concrete curb and sidewalk form setter; permanent traffic striping and reflective devices, placing and maintenance of all flares, cones, lights, signs, barricades, traffic patterns, and all temporary reflective type materials for traffic control, custodial work, traffic directors, temporary heat or light tenders, tool room, dewatering pump men, pitman, dumpmen, snow removal and firewatch, asphalt man, joint setter, signal person, pipelayer, pipe lining and relining, wellpoints, conduit and duct layer, wire puller, rip rap and dry stone layer, steel rod carrier, core drill, rock splitter, Hilti gun air or electric, jackhammer, bush hammer, pavement breaker, chipping hammer, wagon drill, air track, jib rig, joy drill, gunite and sand blasting, coal passer and other machine operators, power tool operator, sprayer and nozzle man on mulching and seeding machine, all guard rail and fence, all seeding and sod laying, all landscape work, grade checker, all bridge work, walk behind self-propelled power saw, grinder, groover or similar type machine, walk behind tamper and roller of all types, salvage, stripping, wrecking and dismantling laborer (including barman, cutting torch and burner man), sheeting and shoring coming under laborers jurisdiction, bit grinder, operator of form pin puller and drivers, sandblasting, joint and jet sealer, filling and wiring baskets for gabion walls, permanent sign man, median barrier, sta-wall or similar type product, chain saw operator, railroad track laborer, waterproofer, pre-stressed and pre-cast concrete brick, block and stone pavers, power tools used to perform work usually done by laborers, power buggy and pumpcrete operator, fireproof, plaster and caustic pump, asbestos, toxic, bio-remediation, phyto-remediation, lead or hazardous materials abatement when protective clothing and equipment is not required, power brush cutter, retention liners, artificial turf, retaining walls, walk behind surface planer, welding related to laborers work, remote controlled equipment normally operated by laborers, all technician work including but not limited to stitching, seaming, heat welding, fireproof sprayer, mortar mixer, concrete finisher, form setter for concrete curbs and flatwork. Gunite nozzle man, stone cutters, granite stone layer, manhole, catch basin or inlet installing, laser men. Ground man on milling machine

GROUP 3 Ingersoll Rand heavy duty crawler-master HCMZ, any drill using a 4" or larger bit, asbestos, toxic, bio-remediation, phyto-remediation, lead or hazardous

material abatement when protective clothing and equipment is required, all working foremen including grade, pipe concrete, clearing, blacktop, drill, paving and blaster etc., Hydraulic drill or similar, forklift for masonry only, Blaster and asphalt screedman

GROUP 4: Asbestos, toxic, lead or hazardous material abatement foreman

For TUNNEL, SHAFT & CAISSON WORK CLASSIFICATIONS

FOOTNOTE:

a. PAID HOLIDAYS: New Years Day, President's Day, Memorial Day, Independence Day, Labor Day, Election Day, Veterans Day, Thanksgiving Day, Christmas Day

GROUP 1: Laborer, Pit and Dumpman, Chuck Tender, Brakeman and Powderman;

Miner and all machine men, Safety Miner, all shaft work, caisson work, drilling, blow pipe, all air tools, tugger, scaling, nipper gunniting from pot to nozzle, bit grinder, signal man (top and bottom), shield driven tunnel, mixed face and soft ground liner plate tunnel in free air

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\* LAB00035-001 07/01/2017

FULTON (TWPS OF CAROGA, EPHRATA, OPPENHEIM, AND STRAFORD);  
MONTGOMERY (TWPS OF CANAJOHARIE, MINDEN AND PALATINE, ROOT AND ST. JOHNSVILLE)

	Rates	Fringes
Laborers Building Construction		
Asbestos Removal.....	\$ 24.00	20.64+a
Blasters, Form Setters, MotorBuggy Operator (Rider Type).....	\$ 23.00	20.64+a
Hazardous Waste Removal Hazardous waste removal includes wetting, stripping, removal, scrapping, vaccuuming, bagging and disposing of all insulation materials, whether they contain asbestos or not, from mechanical systems.....	\$ 24.00	20.64+a
HEAVY & HIGHWAY:		
GROUP 1:.....	\$ 28.05	23.74+a
GROUP 2:.....	\$ 28.25	23.74+a
GROUP 3:.....	\$ 28.45	23.74+a
GROUP 4:.....	\$ 28.65	23.74+a
Laborers.....	\$ 22.50	20.64+a
Pipelayers, Motor Mixers, Motor Buggy Operator (Walk Behind) Power Lift (Walk Behind).....	\$ 22.65	20.64+a
Wagon Drill Operator.....	\$ 22.90	20.64+a

FOOTNOTE:

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

GROUP 1: Common Laborers, Flagman, Outboard and Hand boats

GROUP 2: Bull Float, Chain Saw, Concrete aggregate bin,

### 36C78618Q0207

Concrete Bootman, Gin Buggy, Hand or Machine Vibrator, Jackhammer, Mason Tender, Mortar Mixer, Pavement Breaker, Handlers of all steel mesh, Small generators for laborer's tools, Installation of bridge drainage, Pipelayers, Vibrator type rollers, Tamper, Drill doctor, Tail or Screw Operator on asphalt paver, Water pump operator (1 1/2" and single diaphragm), Nozzle (asphalt, gunnite, seeding and sand blasting), Laborers on chain link fence erection, Rock splitter and power unit, Pusher type concrete saw and all other gas, electric, oil, and air tool operators, Wrecking laborers

GROUP 3: All rock or drilling machine operators (except quarry master and similar type), Acetylene torch operators, and Asphalt paver, Powderman

GROUP 4: Blasterers, Form setters, Stone or Granite Curb setters

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LABO0157-001 07/01/2017

FULTON (Twps. of Bleeker, Mayfield, Northhampton, Johnstown, Broadalbin and Perth); MONTGOMERY (Twps. of Mohawk, Glen, Charleston, Amsterdam, and Florida); SARATOGA (Twps. of Day, Hadley, Edinburg, Corinth, Moreau, South Glens Falls, Providence, Greenfield, Wilton, Northcumberland, Galway, Milton, Saratoga Springs, Charlton, Ballston, Malta and Clifton Park); SCHENECTADY and SCHOHARIE COUNTIES.

	Rates	Fringes
LABORER		
BUILDING:		
GROUP 1.....	\$ 28.74	20.14+a
GROUP 2.....	\$ 30.09	20.14+a
HEAVY & HIGHWAY:		
GROUP 1:.....	\$ 30.55	21.29+a
GROUP 2:.....	\$ 30.75	21.29+a
GROUP 3:.....	\$ 30.95	21.29+a
GROUP 4:.....	\$ 31.15	21.29+a
GROUP 5:.....	\$ 32.55	21.29+a

#### LABORER CLASSIFICATIONS

Group 1: Common Laborers

Group 2: Asbestos and Toxic Materials

Commercial projects valued at \$800,000 or less and/or industrial projects valued at \$100,000 or less, excluding demolition work (the complete razing of structures) 75% of the basic wage scale with full benefits will apply

#### FOOTNOTE:

a. PAID HOLIDAYS: New Years Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day

#### LABORER CLASSIFICATIONS

GROUP 1: Common laborers, flagman, outboard & hand boats

GROUP 2: Bull float, chain saw, concrete aggregate bin, concrete bootman, gin buggy, hand or machine vibrator, jackhammer, mason tender, mortar mixer, pavement breaker, handlers of all steel mesh, small generators for laborers' tools, installation of bridge drainage, pipelayers, vibrator type rollers, tamper, drill doctor, tail or screw operator on asphalt paver, water pump operator (1 1/2") and



36C78618Q0207

single diaphragm), nozzle (asphalt, gunnite, seeding, and sand blasting), laborers on chain fence erection, rock splitter and power unit, pusher type concrete saw and all other gas, electric, oil, and air tool operators, wrecking laborers

GROUP 3: All rock drilling machine operators (except quarry master and similar type), acetylene torch operator, and asphalt paver, powderman

GROUP 4: Blasterers, form setters, stone or granite curb setters

GROUP 5: Hazardous waste removal

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LAB00190-001 07/01/2017

ALBANY; GREEN; RENSSELAER COUNTY, WASHINGTON COUNTY, SARATOGA COUNTY (Townships of Stillwater, Halfmoon, Saratoga)

	Rates	Fringes
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Laborers:

BUILDING:

GROUP 1.....	\$ 27.01	21.82
GROUP 2.....	\$ 28.36	21.82

LABORERS CLASSIFICATIONS

GROUP 1: Common Laborers

GROUP 2: Hazardous waste removal Commercial projects valued at \$800,000 or less and/or industrial projects valued at \$100,000 or less excluding demolition work, (complete razing of structures) will receive 75% of basic wage scale with full fringes will apply

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LAB00190-002 07/01/2017

ALBANY; RENSSELAER; COLUMBIA (Twps. of Stuyvesant, Stockport, Kinderhook, New Lebanon, Cannan, Ghent, Chatham, Austerlitz). GREENE (except Catskill Township). WASHINGTON COUNTY. SARATAGO COUNTY (Townships of Stillwater, Halfmoon Saratoga)

	Rates	Fringes
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Laborers:

HEAVY & HIGHWAY:

GROUP 1:.....	\$ 29.94	21.85
GROUP 2:.....	\$ 30.14	21.85
GROUP 3:.....	\$ 30.34	21.85
GROUP 4:.....	\$ 30.54	21.85
GROUP 5:.....	\$ 28.36	21.82

FOOTNOTE:

PAID HOLIDAYS: New Years Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day.

LABORERS CLASSIFICATIONS

GROUP 1: Common laborers, flagmen, outboard and hand boats

GROUP 2: Bull float, chain saw, concrete aggregated bin, concrete bootman, gin buggy, hand or machine vibrator, jackhammer, mason tender, mortar mixer, pavement breaker, handlers of all steel mesh, small generators for laborers' tools, installation of bridge drainage, pipelayers,

vibrator type rollers, tampers, drill doctor, Tail or screw operator on asphalt paver, Water pump operator (1 1/2" and single diaphragm), Nozzle (asphalt, gunnite, seeding, and sand blasting) Laborers on chain link fence erection, rock splitter and power unit, pusher type concrete saw and all other gas, electric, oil, air tool operators, and wrecking laborers

GROUP 3: All rock air drilling machine operators (except quarry master and similar type), acetylene torch operators, and asphalt paver, powderman

GROUP 4: Blasterers, form setters, stone or granite curb setters

GROUP 5: Hazardous waste removal

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LAB00235-006 05/01/2016

COLUMBIA (Twps. of Greenport, Claverack, Hillsdale, Livingston, Germantown, Taghkanic, Copake, Clermont, Gallatin, Ancram):

	Rates	Fringes
Laborers:		
HEAVY & HIGHWAY		
GROUP 1.....	\$ 23.40	28.00+a
GROUP 2.....	\$ 27.16	28.00+a
GROUP 3.....	\$ 28.16	28.00+a

LABORERS CLASSIFICATIONS (HEAVY & HIGHWAY)

GROUP 1: Flagperson; Placing and maintenance of all flares, cones, lights, signs, barricades; traffic control custodial work; traffic directors; temporary heat or light tenders; tool rooms

GROUP 2: General Laborers, Dumpman, Pitman, Concrete man; Signal man; Pipelayers; Rip rap; Dry stone layer; Jack hammer; Powderman; Highscalers power buggy operator; Steel rod carrier; Vibratory operator; other machine operator; wrecking; Vibrator operator-compactor; Guniting and sandblasting; Water pump 2" or under; Nipper; Chucker; Asphalt Workers

GROUP 3: Asphalt raker; Asphalt Screedman; Drillers (all); Laser Beam Operator; Form Setter/Aligners; Blasters

FOOTNOTE:

a. PAID HOLIDAYS: New Years Day, Presidents Day, Good Friday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans Day, November Election Day, Thanksgiving Day, and Christmas Day

-----  
PAIN0009-013 05/01/2016

	Rates	Fringes
GLAZIER.....	\$ 28.55	17.88

-----  
PAIN0155-002 05/01/2014

COLUMBIA AND GREENE COUNTIES

	Rates	Fringes
Painters:		

36C78618Q0207

Drywall Finisher.....	\$ 29.44	19.71
Lead Abatement Work.....	\$ 29.44	19.71
Painter/Paperhanger.....	\$ 29.44	19.71
Spray Rate.....	\$ 30.44	19.71

-----  
PAIN0201-001 05/01/2017

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

Painters:

Lead Abatement Workers, Structural Steel		
Zone 1.....	\$ 29.24	14.65
Zone 2.....	\$ 30.00	13.89
Painters, Drywall Finishers, Spray		
Zone 1.....	\$ 28.24	14.65
Zone 2.....	\$ 29.00	13.89

Zone #1 Entire counties of ALBANY, FULTON, MONTGOMERY,  
RENNSELAER, SCHOHARIE, SCHENECTADY AND SARATOGA

ZONE #2 All of WASHINGTON County

-----  
PAIN0806-002 10/01/2017

ALBANY, COLUMBIA, FULTON, GREENE, MONTGOMERY, RENNSSELAER,  
SCHOHARIE, SCHENECTADY, SARATOGA AND WASHINGTON

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

Painters:

Structural Steel and Bridge.	\$ 49.50	38.93
------------------------------	----------	-------

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PLUM0007-001 05/01/2017

ALBANY; COLUMBIA; FULTON; GREENE; MONTGOMERY; RENSSSELAER;  
SCHENECTADY; SARATOGA (Towns of Charlton, Clifton Park, Galway,  
Halfmoon, Milton, Stillwater and Waterford)

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

PLUMBER/PIPEFITTER.....	\$ 40.54	25.34
-------------------------	----------	-------

-----  
PLUM0112-019 05/01/2017

Townships of Canajoharie and Minden

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

PLUMBER (Including Steamfitting)		
Northern Zone.....	\$ 35.00	26.60

-----  
PLUM0773-002 05/01/2017

SARATOGA (Remainder of County); WASHINGTON COUNTY:

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

PLUMBER/PIPEFITTER.....	\$ 36.35	28.83
-------------------------	----------	-------

-----  
ROOF0203-003 06/01/2017

SCHOHARIE COUNTY:

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

**36C78618Q0207**

ROOFER.....\$ 25.79 15.10

ROOF0241-001 06/01/2017

Rates Fringes

ROOFER.....\$ 29.05 17.72

SFNY0669-001 04/01/2017

Rates Fringes

SPRINKLER FITTER.....\$ 33.76 15.84

SHEE0083-001 06/01/2017

Rates Fringes

Sheet metal worker.....\$ 32.32 30.98+a

**FOOTNOTE:**

a. PAID HOLIDAYS: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day. If any of these holidays fall on a Saturday or Sunday, either the preceding Friday or following Monday will be observed as the holiday.

TEAM0294-002 07/01/2017

**BUILDING CONSTRUCTION**

Rates Fringes

**Truck drivers:**

GROUP 1.....\$ 26.97 21.80+a  
GROUP 2.....\$ 27.27 21.80+a

**FOOTNOTES:**

a. One week vacation after 1 year; 2 weeks vacation after 5 years.

**TRUCK DRIVERS BUILDING CLASSIFICATIONS**

GROUP 1: Straight, winch, transit mix on job site, road oilers, dump, panel, pick-up, water and fuel trucks on site (including nozzle)

GROUP 2: Euclid or similar equipment, lowboy or lowboy trailers

TEAM0294-003 07/01/2017

Rates Fringes

**Truck drivers:**

HEAVY & HIGHWAY  
GROUP 1.....\$ 28.42 24.00+a  
GROUP 2.....\$ 28.47 24.00+a  
GROUP 3.....\$ 28.56 24.00+a  
GROUP 4.....\$ 28.67 24.00+a  
GROUP 5.....\$ 28.82 24.00+a

**TRUCK DRIVERS CLASSIFICATIONS (HEAVY & HIGHWAY)**

GROUP 1: Pick-ups, panel trucks, flatboy material trucks (straight jobs), single axle dump trucks, dumpsters, receivers, greasers, truck tireman

GROUP 2: Tandems, batch trucks, mechanics

GROUP 3: Semi-trailers, low-boy trucks, asphalt distributor trucks, agitator, mixer trucks and dumpcrete type vehicles, truck mechanic, fuel truck

GROUP 4: Specialized earth moving equipment - euclid type or similar off-highway equipment, where not self-loaded, straddle (ross) carrier, self-contained concrete unit

GROUP 5: Off-highway tandem back dump, twin engine equipment and double hitched equipment where not self-loaded

FOOTNOTE:

a. PAID HOLIDAYS: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day, provided the employee works the day before and the day after the holiday.

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

=====  
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](http://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.

=====

END OF GENERAL DECISION

**ATTACHMENT B – CONTRACT DISCREPANCY REPORT**

<b>CONTRACT DISCREPANCY REPORT</b>				
Contract Number:		Report No. for this Discrepancy:		
To: (Contractor/Manager's Name)		From: (Name of COR)		
<b>5. Dates</b>				
5a. Prepared:	5b. Returned by Contractor:	5c. Action Complete:		
Discrepancy or Problem: (Describe in detail. Include reference to PWS Directive; attach additional sheet if necessary.)				
<div style="border-bottom: 1px solid black; height: 15px; margin-bottom: 2px;"></div> <div style="border-bottom: 1px solid black; height: 15px; margin-bottom: 2px;"></div> <div style="border-bottom: 1px solid black; height: 15px; margin-bottom: 2px;"></div> <div style="border-bottom: 1px solid black; height: 15px; margin-bottom: 2px;"></div>				
Signature of Contracting Officer or COR:				
8a. To: (Contracting Officer and/or COR)		8b. From: (Contractor)		
9. Contractor Response as to Cause, Corrective Action and Actions to Prevent Recurrence: (attach additional sheet if necessary.)				
<div style="border-bottom: 1px solid black; height: 15px; margin-bottom: 2px;"></div> <div style="border-bottom: 1px solid black; height: 15px; margin-bottom: 2px;"></div> <div style="border-bottom: 1px solid black; height: 15px; margin-bottom: 2px;"></div>				
10a. Signature of Contractor Representative:			10b. Date:	
11. Government Evaluation: (Acceptance, partial acceptance, reflection; attach additional sheet if necessary.)				
<div style="border-bottom: 1px solid black; height: 15px; margin-bottom: 2px;"></div> <div style="border-bottom: 1px solid black; height: 15px; margin-bottom: 2px;"></div>				
12. Government Actions: (Reduced payment, cure notice, show cause, other)				
<div style="border-bottom: 1px solid black; height: 15px; margin-bottom: 2px;"></div> <div style="border-bottom: 1px solid black; height: 15px; margin-bottom: 2px;"></div>				
<b>13. Close Out</b>				
	Name	Title	Signature	Date
Contractor Notified				
b. COR				
c. CO				



## ATTACHMENT C – CONTRACTOR PRODUCTION REPORT

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

## ATTACHMENT D – CONTRACTOR QUALITY CONTROL REPORT

## ATTACHMENT – E CONTRACTOR QUALITY CONTROL REPORT

(ATTACH ADDITIONAL SHEETS IF NECESSARY)

DATE

REPORT NO

PHASE

CONTRACT NO

CONTRACT TITLE

PREPARATORY

WAS PREPARATORY PHASE WORK PERFORMED TODAY?

YES ☐NO ☐

IF YES, FILL OUT AND ATTACH SUPPLEMENTAL PREPARATORY PHASE CHECKLIST.

Schedule  
Activity No.

Definable Feature of Work

Index #

INITIAL

WAS INITIAL PHASE WORK PERFORMED TODAY?

YES ☐NO ☐

IF YES, FILL OUT AND ATTACH SUPPLEMENTAL INITIAL PHASE CHECKLIST.

Schedule  
Activity No.

Definable Feature of Work

Index #

FOLLOW-UP

WORK COMPLIES WITH CONTRACT AS APPROVED DURING INITIAL PHASE?

YES ☐NO ☐

WORK COMPLIES WITH SAFETY REQUIREMENTS?

YES ☐NO ☐Schedule  
Activity No.Description of Work, Testing Performed & By Whom, Definable Feature of Work, Specification  
Section, Location and List of Personnel Present

REWORK ITEMS IDENTIFIED TODAY (NOT CORRECTED BY CLOSE OF BUSINESS)

Schedule  
Activity No.

Description

REWORK ITEMS CORRECTED TODAY (FROM REWORK ITEMS LIST)

Schedule  
Activity No.

Description

REMARKS (Also Explain Any Follow-Up Phase Checklist Item From Above That Was Answered "NO"), Manuf. Rep On-Site, etc.

Schedule  
Activity No.

Description

On behalf of the contractor, I certify that this report is complete and correct and equipment and material used and work performed during this reporting period is in compliance with the contract drawings and specifications to the best of my knowledge except as noted in this report.

AUTHORIZED QC MANAGER AT SITE

DATE

## GOVERNMENT QUALITY ASSURANCE REPORT

DATE

QUALITY ASSURANCE REPRESENTATIVE'S REMARKS AND/OR EXCEPTIONS TO THE REPORT

Schedule  
Activity No.

Description

GOVERNMENT QUALITY ASSURANCE MANAGER

DATE

## ATTACHMENT -E: SF1413 SUBCONTRACTOR REPORTING

## STATEMENT AND ACKNOWLEDGMENT

OMB Control Number: 9000-0014  
Expiration Date:

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

## PART I - STATEMENT OF PRIME CONTRACTOR

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

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

## PART II - ACKNOWLEDGMENT OF SUBCONTRACTOR

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

Contract Work Hours and Safety Standards Act - Overtime Compensation (if included in prime contract see Block 6)  
Payrolls and Basic Records Withholding of Funds  
Disputes Concerning Labor Standards  
Compliance with Construction Wage Rate Requirements and Related Regulations

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

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

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

AUTHORIZED FOR LOCAL REPRODUCTION PREVIOUS EDITION IS NOT USABLE

STANDARD FORM 1413 (REV. 4/2013)

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

## ATTACHMENT F - DEPARTMENT OF LABOR PAYROLL REPORTING FORM

U.S. Department of Labor

Wage and Hour Division

PAYROLL

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

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

U.S. Wage and Hour Division

Rev. Dec. 2008

NAME OF CONTRACTOR ☐ OR SUBCONTRACTOR ☐

ADDRESS

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

PAYROLL NO.

FOR WEEK ENDING

PROJECT AND LOCATION

PROJECT OR CONTRACT NO.

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

Public Burden Statement

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

(over)

Date \_\_\_\_\_

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

do hereby state:

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

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

(Contractor or Subcontractor)

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

(Building or Work)

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

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

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

(Contractor or Subcontractor)

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

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

(4) That:

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

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

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

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

(c) EXCEPTIONS

EXCEPTION (CRAFT)	EXPLANATION

REMARKS:

NAME AND TITLE

SIGNATURE

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

## ATTACHMENT G – PAST PERFORMANCE QUESTIONNAIRE

Past Performance Questionnaire, Solicitation: 36C78618Q0207

<b>INSTRUCTIONS:</b> -Offeror to complete boxes 1 through 7 before sending to past customer. -Boxes 8 through 10 to be completed by past customer of Offeror and returned to: <a href="mailto:iris.chen1@va.gov">iris.chen1@va.gov</a> no later than the date provided by the solicitation. NOTE: It is incumbent upon the offeror to have the customer send the completed questionnaire to email address above by the submission deadline.		
1. Contractor Name and Address:	2. Contract No.	3. Contract Type:
	4. Contract Value (Current plus any unexercised Options)	7. Period of Performance
1b. Point of Contact & Contact Information	5. Customer Name:	FROM:
	6. Customer Point of Contact Information (email)	TO:
8. DESCRIPTION OF REQUIREMENT:		
9. RATINGS - Summarize contractor performance and check the box corresponding to the performance rating for each category. See page 2 for rating descriptions.		
(a) QUALITY	1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/> 4 <input type="checkbox"/> 5 <input type="checkbox"/>	COMMENTS
(b) SCHEDULE	1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/> 4 <input type="checkbox"/> 5 <input type="checkbox"/>	COMMENTS
(c) COST/PRICE CONTROL	1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/> 4 <input type="checkbox"/> 5 <input type="checkbox"/>	COMMENTS
(d) BUSINESS RELATIONS	1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/> 4 <input type="checkbox"/> 5 <input type="checkbox"/>	COMMENTS
(e) MANAGEMENT OF KEY PERSONNEL	1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/> 4 <input type="checkbox"/> 5 <input type="checkbox"/>	COMMENTS
10. OVERALL RATING:		
NAME AND SIGNATURE OF EVALUATOR		EVALUATION DATE

## RATING GUIDELINES

PAGE 2 OF 2

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