

SOLICITATION, OFFER, AND AWARD (Construction, Alteration, or Repair)	1. SOLICITATION NUMBER 36C78618B0281	2. TYPE OF SOLICITATION <input checked="" type="checkbox"/> SEALED BID (IFB) <input type="checkbox"/> NEGOTIATED (RFP)	3. DATE ISSUED 04-06-2018	PAGE OF PAGES 1 of 63

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

4. CONTRACT NUMBER	5. REQUISITION/PURCHASE REQUEST NUMBER 8218-000010	6. PROJECT NUMBER 821-NRM18-108
7. ISSUED BY Department of Veterans Affairs NCA Contracting Service 425 I Street NW, 5th Floor Washington, D.C. 20001	CODE 43C2	8. ADDRESS OFFER TO Attn: Tallulah McDaniel Department of Veterans Affairs NCA Contracting Service 425 I Street NW, 5th Floor Washington, D.C. 20001
9. FOR INFORMATION CALL:	a. NAME Tallulah McDaniel	b. TELEPHONE NUMBER (Include area code) (NO COLLECT CALLS) 202-632-6511

SOLICITATION

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

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

The Department of Veteran Affairs, National Cemetery Administration (NCA), anticipates awarding a Firm-Fixed Priced Contract for Construction Project #821-NRM18-108 Public Restroom Improvements at the Rock Island National Cemetery located at Rock Island Arsenal, Bldg 118 Rock Island, Il 61299.

The Contractor shall provide all labor, materials, equipment, supervision and administration necessary for performance of all work in accordance with the solicitation, Statement of Work, required permits, specifications, drawings, terms and conditions.

The North American Industry Classification System (NAICS) code is 236220. Standard Size \$36.5 Million. The Magnitude of Construction is between \$25,000 to \$100,000. A bid guarantee, payment and performance bonds are required.

This acquisition is 100% set aside for Service-Disabled Veteran-Owned Small Businesses. Authority, 38 USC 8127(d).

Prospective SDVOSBs must be registered with the System for Award Management (SAM) website and complete representations and certifications at <https://www.sam.gov>. At the time of bid submission, prospective SDVOSBs must be registered and verified at <https://www.vip.vetbiz.gov>. Companies must have the Center for Verification and Evaluation (CVE) SDVOSB seal on their registration to be considered for an award; the VIP database will be checked both upon receipt of a bid and prior to award. Bidders must file the VETS-4212 Report at www.dol.gov/vets/vets4212.htm.

Site Visit: Thursday, April 19, 2018 @ 1:00 PM CST (There will be only one organized site visit).

No questions will be answered during the pre-bid site visit. All questions will be submitted in writing via email to Tallulah.mcdaniel@va.gov by the close of business on April 23, 2018 @ 4:00PM EST. All subject lines following: Solicitation Number, Project Name, Cemetery Name, Project Number.

Questions regarding this solicitation will not be accepted via telephone. Facsimile and Electronic Bids Will Not Be accepted. Responses to offerors questions will be posted toFedBizOpps by admendment on or before April 27, 2018.

Official Bid Opening will be held on May 7 2018 @4:00PMEST, in room 5E.425A, 425 I Street NW, 5th Floor Washington, D.C. 20001. In order to attend the bid opening, a valid Government issued photo identification must be presented when entering the building. The Department of Veteran Affairs will not validate parking.

See page five (5) of this solicitation for "Instructions to Bidders/ Offerors." Only Sealed Bids Will Be Accepted.

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

12a. THE CONTRACTOR MUST FURNISH ANY REQUIRED PERFORMANCE AND PAYMENT BONDS? (If "YES," indicate within how many calendar days after award in Item 12B.) <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	12b. CALENDAR DAYS 10
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13. ADDITIONAL SOLICITATION REQUIREMENTS:

a. Sealed offers in original and 1 copies to perform the work required are due at the place specified in Item 8 by 4:00 PM (hour) local time 05-07-2018 (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 60 calendar days for Government acceptance after the date offers are due will not be considered and will be rejected.

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INSTRUCTIONS, CONDITIONS AND OTHER STATEMENTS TO BIDDERS/OFFERORS

1. Gender: Whenever the masculine gender is used in this solicitation and contract documents, it shall be considered to include feminine.

2. Bidders Mailing List: Bidders are encouraged to enter their bidder's information at the web site below. No hard copy list of plan holders will be maintained.

3. Amendments: Amendments to Solicitation will be posted at <http://www.fedbizopps.gov>. Paper copies of the amendments will NOT be individually mailed. By registering to Receive Notification list at <http://www.fedbizopps.gov>, you will be notified by e-mail of any new amendments that have been issued and posted. No other notification of amendments will be provided. Potential Bidders are advised that they are responsible for obtaining and acknowledging any amendments to the solicitation. Failure to acknowledge an amendment may result in your bid being considered non-responsive.

4. Bid Submission:
 - A. Documents Required for Bid: The bid shall be submitted to the contracting officer by the due date and time as stated on the SF 1442 at the Department of Veterans Affairs, National Cemetery Administration. The bid shall include a complete signed Standard Form 1442, "Solicitation, Offer and Award," with the signature of a person authorized to bind the company. All amendments must be acknowledged, and bid packages must contain an original and one copy of all required documents.

 - B. All transmittal envelopes or other packaging shall be clearly marked with the solicitation number, project name, project number, offeror's company name and return address.

 - C. **All bids shall be mailed by fastest traceable manner (i.e., FedEx, UPS, Airborne Express, etc.) to avoid delays caused by the United States Postal Service (USPS).**

 - D. Sealed offers, in original, are due at the office of the Contract Specialist, Tallulah R. McDaniel, Department of Veterans Affairs, at the following address:

Tallulah R. McDaniel

Solicitation No. 36C78618B0281
Department of Veterans Affairs
National Cemetery Administration
Contracting Service (43C2)
425 I Street, NW Suite 5E.425W
Washington, DC 20001

For express delivery and hand-carried packages only, excluding U.S. Postal Service Express Mail.

A public bid opening will occur at the Department of Veterans Affairs, 425 I Street NW, Room 5E.425A Conference Room, Washington, DC 20001 at 4:00 pm Eastern, May 7, 2018.

Any bidders who wish to attend the bid opening must provide enough time in which to get through security and contact the Contracting Officer to be escorted to the bid opening. The Contracting Officer will not be available to escort potential bidders to the bid opening 10 minutes prior to the bid opening indicated in Box 13A of the Standard Form 1442 within the solicitation or indicated via amendment should the bid opening be extended.

The magnitude of construction: \$25,000 to \$100,000.

DESCRIPTION OF WORK:

Provide all labor, materials, tools, equipment, transportation and supervision to update/improve the men's and women's restrooms; follow Architectural Barriers Act Accessibility Standards (ABAAS) as well as replace the can lights in the breezeway just outside the restrooms in the Administration Building at the Rock Island National Cemetery, Rock Island, IL. The work includes site investigation to verify all measurements and site conditions before start of the work and the ordering of any materials. All work shall be performed in a professional workmanship like manner. All adjacent disturbed surfaces shall be repaired to the same quality standards of the existing work and shall also match the adjacent areas. Properly remove and dispose all debris from government property. All

work must be in accordance with applicable federal, state and local codes and regulations. The contractor shall be responsible for any applicable permits. A pre-bid visit by the bidder is required to get an accurate understanding of the work. All electrical work shall be in accordance with the latest edition of the National Electrical Code (NEC). All work must be done in strict accordance with the manufacturer's requirements and installation guidelines and all work shall be performed by a licensed full time professional with two or more years of experience in the respective trade. Restoration of disturbed areas and conditions shall be performed as part of the work to provide a complete and fully functional facility. The contractor will have forty-five (45) calendar days to complete the work from Notice to Proceed (NTP).

The cutoff for questions is April 23, 2018, at 4:00 p.m., EST Questions concerning this solicitation must be submitted in writing to the Contract Specialist. Questions shall be sent via email entitled, "36C78618B0281 – Rock Island National Cemetery - Questions" to tallulah.mcdaniel@va.gov. All questions submitted regarding this solicitation shall list the title provided above on the subject line. Any questions received without the appropriate title in the subject line and/or received after the cutoff date and time for questions may not be reviewed prior to the posting of any possible amendment postings.

5. The government makes no guarantee as to the accuracy of the electronic copies of drawings. Hard copy drawings of the Project Manager and/or Contracting Officer's Technical Representative shall take precedence over electronic drawings.

SPECIAL INSTRUCTION:

CONTRACTORS ARE ADVISED TO ALLOW FOR SUFFICIENT TIME FOR BID RECEIPT. ADDITIONAL TIME IS REQUIRED DUE TO THE SCREENING PROCESS AT THE DEPARTMENT OF JUSTICE (DOJ) FOR MAIL DELIVERED TO FEDERAL AGENCIES WITHIN THE WASHINGTON, DC AREA. THIS PROCESS APPLIES TO COMMERCIAL CARRIERS SUCH AS FEDEX, DHL, AND UPS AS WELL THE U.S. POSTAL SERVICE.

BIDS NOT RECEIVED AT THE DESIGNATED OFFICE BY THE TIME FOR BID OPENING WILL BE CONSIDERED LATE AND WILL NOT BE ACCEPTED UNLESS THE CONTRACTING OFFICER DETERMINES AN EXCEPTION IDENTIFIED IN FAR 14.304 IS APPLICABLE. THE DETERMINATION WILL BE AT THE SOLE DISCRETION OF THE CONTRACTING OFFICER.

AS AN ALTERNATIVE CONTRACTORS MAY CONSIDER COURIER/HAND DELIVERY.

SECTION B - SUPPLIES OR SERVICES AND PRICE/COSTS

B.1 PRICE/COST SCHEDULE

ITEM INFORMATION

ITEM NUMBER	DESCRIPTION OF SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	Provide all labor, materials, tools, equipment, transportation and supervision to update/improve the men's and women's restrooms; follow Architectural Barriers Act Accessibility Standards (ABAAS).	1.00	JB	—	—
0002	Provide all labor, materials, tools, equipment, transportation and supervision for the replacement of Can Lighting located in the breezeway of the Rock Island National Cemetery Administration Building.	1.00	JB	—	—
GRAND TOTAL				—	—

B.2 LIMITATIONS ON SUBCONTRACTING-- MONITORING AND COMPLIANCE (JUN 2011)

This solicitation includes VAAR 852.219-10 VA Notice of Total Service- Disabled Veteran-Owned Small Business Set-Aside. Accordingly, any contract resulting from this solicitation will include this clause. The contractor is advised in performing contract administration functions, the CO may use the services of a support contractor(s) retained by VA to assist in assessing the contractor's compliance with the limitations on subcontracting or percentage of work performance requirements specified in the clause.

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

SECTION C - DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK

C.1 STATEMENT OF WORK

The statement of work is included as an attachment.

SECTION D - PACKAGING AND MARKING

[For this Solicitation, there are NO clauses in this Section]

SECTION E - INSPECTION AND ACCEPTANCE

<u>FAR</u> <u>Number</u>	<u>Title</u>	<u>Date</u>
52.246-12	INSPECTION OF CONSTRUCTION	AUG 1996

SECTION F - DELIVERIES OR PERFORMANCE

<u>FAR</u>	<u>Title</u>	<u>Date</u>
<u>Number</u> 52.242-14	SUSPENSION OF WORK	APR 1984

F.1 52.211-10 COMMENCEMENT, PROSECUTION, AND COMPLETION OF WORK (APR 1984)

The Contractor shall be required to (a) commence work under this contract within 10 calendar days after the date the Contractor receives the notice to proceed, (b) prosecute the work diligently, and (c) complete the entire work ready for use not later than 45 days after receipt of award. The time stated for completion shall include final cleanup of the premises.

(End of Clause)

SECTION G - CONTRACT ADMINISTRATION DATA

1. CONTRACT ADMINISTRATION: All contract administration matters will be handled by the following individuals:

a. CONTRACTOR: [TBD]

b. GOVERNMENT: Contract Specialist, Tallulah McDaniel

Department of Veterans
Affairs NCA Contracting
Service

425 I Street NW, 5th Floor

Washington, D.C. 20001

2. CONTRACTOR REMITTANCE ADDRESS: All payments by the Government to the contractor will be made in accordance with:

- 52.232-34, Payment by Electronic Funds Transfer—Other Than System For Award Management, or
 52.232-36, Payment by Third Party

3. INVOICES: Invoices shall be submitted in arrears:

- a. Quarterly
 b. Semi-Annually
 c. Other MONTHLY

4. GOVERNMENT INVOICE ADDRESS: All Invoices from the contractor shall be submitted electronically in accordance with VAAR Clause 852.232-72 Electronic Submission of Payment Requests.

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

SECTION H - SPECIAL CONTRACT REQUIREMENTS

[For this Solicitation, there are NO clauses in this Section]

PART II - CONTRACT CLAUSES

SECTION I - CONTRACT CLAUSES

I.1 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

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

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

(End of Clause)

<u>FAR Number</u>	<u>Title</u>	<u>Date</u>
52.203-19	PROHIBITION ON REQUIRING CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS OR STATEMENTS	JAN 2017
52.204-10	REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS	OCT 2016
52.204-13	SYSTEM FOR AWARD MANAGEMENT MAINTENANCE	OCT 2016
52.204-18	COMMERCIAL AND GOVERNMENT ENTITY CODE MAINTENANCE	JUL 2016
52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	OCT 2015
52.209-10	PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS	NOV 2015
52.214-29	ORDER OF PRECEDENCE—SEALED BIDDING	JAN 1986
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
52.222-50	COMBATING TRAFFICKING IN PERSONS	MAR 2015
52.222-55	MINIMUM WAGES UNDER EXECUTIVE ORDER 13658	DEC 2015
52.222-62	PAID SICK LEAVE UNDER EXECUTIVE ORDER 13706	JAN 2017
52.223-5	POLLUTION PREVENTION AND RIGHT-TO-KNOW	MAY 2011

	INFORMATION	
52.223-18	ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING	AUG 2011
52.223-21	FOAMS	JUN 2016
52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES	JUN 2008
52.227-4	PATENT INDEMNITY—CONSTRUCTION CONTRACTS	DEC 2007
52.228-2	ADDITIONAL BOND SECURITY	OCT 1997
52.228-11	PLEDGES OF ASSETS	JAN 2012
52.228-12	PROSPECTIVE SUBCONTRACTOR REQUESTS FOR BONDS	MAY 2014
52.232-5	PAYMENTS UNDER FIXED-PRICE CONSTRUCTION CONTRACTS	MAY 2014
52.232-23	ASSIGNMENT OF CLAIMS	MAY 2014
52.232-27	PROMPT PAYMENT FOR CONSTRUCTION CONTRACTS	JAN 2017
52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER—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 ALTERNATE I (DEC 1991)	MAY 2014
52.233-3	PROTEST AFTER AWARD	AUG 1996
52.233-4	APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM	OCT 2004
52.236-2	DIFFERING SITE CONDITIONS	APR 1984
52.236-3	SITE INVESTIGATION AND CONDITIONS AFFECTING THE WORK	APR 1984
52.236-5	MATERIAL AND WORKMANSHIP	APR 1984
52.236-6	SUPERINTENDENCE BY THE CONTRACTOR	APR 1984
52.236-7	PERMITS AND RESPONSIBILITIES	NOV 1991
52.236-8	OTHER CONTRACTS	APR 1984
52.236-9	PROTECTION OF EXISTING VEGETATION, STRUCTURES, EQUIPMENT, UTILITIES, AND IMPROVEMENTS	APR 1984
52.236-10	OPERATIONS AND STORAGE AREAS	APR 1984
52.236-11	USE AND POSSESSION PRIOR TO COMPLETION	APR 1984
52.236-12	CLEANING UP	APR 1984
52.236-13	ACCIDENT PREVENTION	NOV 1991
52.236-14	AVAILABILITY AND USE OF UTILITY SERVICES	APR 1984
\$ 52.236-15	SCHEDULES FOR CONSTRUCTION CONTRACTS	APR 1984
52.236-17	LAYOUT OF WORK	APR 1984
52.236-26	PRECONSTRUCTION CONFERENCE	FEB 1995
52.243-5	CHANGES AND CHANGED CONDITIONS	APR 1984
52.244-6	SUBCONTRACTS FOR COMMERCIAL ITEMS	NOV 2017
52.246-21	WARRANTY OF CONSTRUCTION	MAR 1994
52.249-1	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE) (SHORT FORM)	APR 1984
52.249-10	DEFAULT (FIXED-PRICE CONSTRUCTION)	APR 1984
52.253-1	COMPUTER GENERATED FORMS	JAN 1991
852.203-70	COMMERCIAL ADVERTISING	JAN 2008
852.236-72	PERFORMANCE OF WORK BY THE CONTRACTOR	JUL 2002
852.236-74	INSPECTION OF CONSTRUCTION	JUL 2002
852.236-76	CORRESPONDENCE	APR 1984
852.236-77	REFERENCE TO "STANDARDS"	JUL 2002
852.236-78	GOVERNMENT SUPERVISION	APR 1984
852.236-80	SUBCONTRACTS AND WORK COORDINATION	APR 1984
852.236-82	PAYMENTS UNDER FIXED-PRICE CONSTRUCTION CONTRACTS (WITHOUT NAS)	APR 1984

852.236-84	SCHEDULE OF WORK PROGRESS	NOV 1984
852.236-85	SUPPLEMENTARY LABOR STANDARDS PROVISIONS	APR 1984
852.236-86	WORKERS' COMPENSATION	JAN 2008
852.236-87	ACCIDENT PREVENTION	SEP 1993
852.236-88	CONTRACT CHANGES--SUPPLEMENT	JUL 2002
852.236-91	SPECIAL NOTES	JUL 2002
852.246-71	INSPECTION	JAN 2008

I.2 52.204-19 INCORPORATION BY REFERENCE OF REPRESENTATIONS AND CERTIFICATIONS (DEC 2014)

The Contractor's representations and certifications, including those completed electronically via the System for Award Management (SAM), are incorporated by reference into the contract.

(End of Clause)

I.3 52.219-28 POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION (JUL 2013)

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

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

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

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

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

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

(3) For long-term contracts—

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

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

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

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

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

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

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

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

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

(End of Clause)

I.4 52.222-36 EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES (JUL 2014)

(a) *Equal opportunity clause.* The Contractor shall abide by the requirements of the equal opportunity clause at 41 CFR 60-741.5(a), as of March 24, 2014. This clause prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action by the Contractor to employ and advance in employment qualified individuals with disabilities.

(b) *Subcontracts.* The Contractor shall include the terms of this clause in every subcontract or purchase order in excess of \$15,000 unless exempted by rules, regulations, or orders of the Secretary, so that such provisions will be binding upon each subcontractor or vendor. The Contractor shall act as specified by the Director, Office of Federal Contract Compliance Programs of the U.S. Department of Labor, to enforce the terms, including action for noncompliance. Such necessary changes in language may be made as shall be appropriate to identify properly the parties and their undertakings.

(End of Clause)

I.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 tier, without modification, in the same form in which it is sold in the commercial marketplace; and

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

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

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

"Cost of components" means—

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

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

"Domestic construction material" means—

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

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

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

(ii) The construction material is a COTS item.

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

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

(b) Domestic preference.

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

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

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

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

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

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

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

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

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

(B) Unit of measure;

(C) Quantity;

(D) Price;

(E) Time of delivery or availability;

(F) Location of the construction project;

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

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

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

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

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

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

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

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

FOREIGN AND DOMESTIC CONSTRUCTION MATERIALS PRICE COMPARISON

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

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

[Include other applicable supporting information.]

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

(End of Clause)

I.6 52.228-13 ALTERNATIVE PAYMENT PROTECTIONS (JULY 2000)

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

Payment Bond

- (b) The amount of the payment protection shall be 100 percent of the contract price.
- (c) The submission of the payment protection is required within days of contract award.
- (d) The payment protection shall provide protection for the full contract performance period plus a one-year period.
- (e) Except for escrow agreements and payment bonds, which provide their own protection procedures, the Contracting Officer is authorized to access funds under the payment protection when it has been alleged in writing by a supplier of labor or material that a nonpayment has occurred, and to withhold such funds pending resolution by administrative or judicial proceedings or mutual agreement of the parties.
- (f) When a tripartite escrow agreement is used, the Contractor shall utilize only suppliers of labor and material that signed the escrow agreement.

(End of Clause)

I.7 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)

I.8 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 Presentation 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)

I.9 VAAR 852.236-89 BUY AMERICAN ACT (JAN 2008)

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

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

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

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

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

(End of Clause)

I.10 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)

**PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER
ATTACHMENTS**

SECTION J - LIST OF ATTACHMENTS

A STATEMENT OF WORK/SPECIFICATION

PART IV - REPRESENTATIONS AND INSTRUCTIONS

SECTION K - REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS

K.1 52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (JAN 2018)

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

(2) The small business size standard is \$36.5 Million.

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

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

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

(i) Paragraph (d) applies.

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

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

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

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

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

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

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

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

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

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

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

(B) Exceed the simplified acquisition threshold; and

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

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

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

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

(ix) 52.214-14, Place of Performance—Sealed Bidding. This provision applies to invitations for bids except those in which the place of performance is specified by the Government.

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

(xi) 52.219-1, Small Business Program Representations (Basic & Alternate I). This provision applies to solicitations when the contract will be performed in the United States or its outlying areas.

(A) The basic provision applies when the solicitations are issued by other than DoD, NASA, and the Coast Guard.

(B) The provision with its Alternate I applies to solicitations issued by DoD, NASA, or the Coast Guard.

(xii) 52.219-2, Equal Low Bids. This provision applies to solicitations when contracting by sealed bidding and the contract will be performed in the United States or its outlying areas.

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

(xiv) 52.222-25, Affirmative Action Compliance. This provision applies to solicitations, other than those for construction, when the solicitation includes the clause at 52.222-26, Equal Opportunity.

(xv) 52.222-38, Compliance with Veterans' Employment Reporting Requirements. This provision applies to solicitations when it is anticipated the contract award will exceed the simplified acquisition threshold and the contract is not for acquisition of commercial items.

(xvi) 52.223-1, 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 \$80,317, the provision with its Alternate II applies.

(D) If the acquisition value is \$80,317 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 Certifications. 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.

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

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

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

[X](i) 52.204-17, Ownership or Control of Offeror.

[X](ii) 52.204-20, Predecessor of Offeror.

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

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

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

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

(vii) 52.227-6, Royalty Information.

(A) Basic.

(B) Alternate I.

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

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

FAR Clause #	Title	Date	Change

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

(End of Provision)

K.2 52.222-22 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (FEB 1999)

The offeror represents that—

(a) It has, has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation; the clause originally contained in Section 310 of Executive Order No. 10925, or the clause contained in Section 201 of Executive Order No. 11114;

(b) It has, has not filed all required compliance reports; and

(c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

(End of Provision)

SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

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

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

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

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

(End of Provision)

FAR NUMBER	TITLE	DATE
<u>FAR Number</u>	<u>Title</u>	<u>Date</u>
52.204-7	SYSTEM FOR AWARD MANAGEMENT	OCT 2016
52.204-16	COMMERCIAL AND GOVERNMENT ENTITY CODE REPORTING	JUL 2016
52.204-22	ALTERNATIVE LINE ITEM PROPOSAL	JAN 2017
52.214-3	AMENDMENTS TO INVITATIONS FOR BIDS	DEC 2016
52.214-4	FALSE STATEMENTS IN BIDS	APR 1984
52.214-5	SUBMISSION OF BIDS	DEC 2016
52.214-6	EXPLANATION TO PROSPECTIVE BIDDERS	APR 1984
52.214-7	LATE SUBMISSIONS, MODIFICATIONS, AND WITHDRAWALS OF BIDS	NOV 1999
52.214-18	PREPARATION OF BIDS—CONSTRUCTION	APR 1984
52.214-19	CONTRACT AWARD—SEALED BIDDING—CONSTRUCTION	AUG 1996
52.214-34	SUBMISSION OF OFFERS IN THE ENGLISH LANGUAGE	APR 1991
52.214-35	SUBMISSION OF OFFERS IN U.S. CURRENCY	APR 1991
52.222-5	CONSTRUCTION WAGE RATE REQUIREMENTS—SECONDARY SITE OF THE WORK	MAY 2014

L.2 VAAR 852.252-70 SOLICITATION PROVISIONS OR CLAUSES INCORPORATED BY REFERENCE (JAN 2008)

The following provisions or clauses incorporated by reference in this solicitation must be completed by the offeror or prospective contractor and submitted with the quotation or offer. Copies of these provisions or clauses are available on the Internet at the Web sites provided in the provision at FAR 52.252-1, Solicitation Provisions Incorporated by Reference, or the clause at FAR 52.252-2, Clauses Incorporated by Reference. Copies may also be obtained from the contracting officer.

[Contracting officer shall list all FAR and 48 CFR Chapter 8 (VAAR) provisions and clauses incorporated by reference that must be completed by the offeror or prospective contractor and submitted with the quotation or offer.]

(End of Provision)

<u>FAR</u> <u>Number</u>	<u>Title</u>	<u>Date</u>
852.214-70	CAUTION TO BIDDERS-BID ENVELOPES	JAN 2008

L.3 52.222-23 NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY FOR CONSTRUCTION (FEB 1999)

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

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

Goals for minority participation for each trade	Goals for female participation for each trade
4.6 %	6.9 %

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

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

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

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

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

IL - Henry
IL - Rock Island
IA - Scott

(End of Provision)

L.4 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)

L.5 52.236-27 SITE VISIT (CONSTRUCTION) (FEB 1995) ALTERNATE I (FEB 1995)

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

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

Thursday, April 19, 2018 @ 1:00 PM CST

(c) Participants will meet at—

Rock Island Arsenal, Bldg 118 Rock Island, IL 61299

(End of Provision)

SECTION M - EVALUATION FACTORS FOR AWARD

[For this Solicitation, there are NO provisions in this Section]

ATTACHMENT A

STATEMENT OF WORK

See attached document: RINC - Public Restroom Improvements-SOW.

See attached document: 01010 RINC General Requirements.

See attached document: RINC additional requirements.

See attached document: 093013CeramicTile.

See attached document: 224000PlumbingFixtures.

See attached document: 099100 Painting.

See attached document: 102113ToiletCompartments.

See attached document: Wage Determination 4-2-18.

End of Document

**SECTION 01010
GENERAL REQUIREMENTS**

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**SECTION 01010
GENERAL REQUIREMENTS**

1.1 GENERAL INTENTION

- A. Contractor shall completely furnish labor, tools, equipment, materials, etc to perform work as required by Scope of Work, drawings, and specifications.
- B. Visits to the site by Bidders may be made by appointment with Cemetery Director.

1.2 STATEMENT OF BID ITEM(S)

- A. ITEM I, GENERAL CONSTRUCTION: Work includes general construction to provide various work at Rock Island National Cemetery, Rock Island, Illinois.

1.3 FIRE SAFETY

- A. Applicable Publications: Publications listed below form part of this Article to extent referenced. Publications are referenced in text by basic designations only.
 - 1. American Society for Testing and Materials (ASTM)
 - E84-1998Surface Burning Characteristics of Building Materials
 - 2. National Fire Protection Association (NFPA):
 - 10-1998Standard for Portable Fire Extinguishers
 - FCLCH-30-1996Flammable and Combustible Liquids Code
 - 51B-1999Standard for Fire Prevention During Welding, Cutting and Other Hot Work
 - 70-1999National Electrical Code
 - 241-1996Standard for Safeguarding Construction, Alteration, and Demolition Operations
 - 3. Occupational Safety and Health Administration (OSHA)
 - 29 CFR 1926.....Safety and Health Regulations for Construction
- B. Fire Safety Plan: Establish and maintain a fire protection program in accordance with 29 CFR 1926. Prior to start of work, prepare a plan detailing project-specific fire safety measures, including periodic status reports, and submit to COR.
- C. Site and Building Access: Maintain free and unobstructed access to facility emergency services and for fire, police and other emergency response forces in accordance with NFPA 241.

- D. Separate temporary facilities, such as trailers, storage sheds, and dumpsters, from existing buildings and new construction by distances in accordance with NFPA 241. For small facilities with less than 6 m (20 feet) exposing overall length, separate by 3m (10 feet).
- E. Fire Extinguishers: Provide and maintain extinguishers in construction areas and temporary storage areas in accordance with 29 CFR 1926, NFPA 241 and NFPA 10.
- F. Flammable and Combustible Liquids: Store, dispense and use liquids in accordance with 29 CFR 1926, NFPA 241 and NFPA 30.
- G. Smoking: Smoking is prohibited in and adjacent to construction areas inside existing buildings and additions under construction. In separate and detached buildings under construction, smoking is prohibited except in designated smoking rest areas.
- H. Dispose of waste and debris in accordance with NFPA 241. Remove from site daily.
- I. Perform other construction, alteration and demolition operations in accordance with 29 CFR 1926.

1.4 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. Temporary buildings (e.g., storage sheds, shops, offices) and utilities may be erected by the Contractor only with the approval of the Contracting Officer and shall be built with labor and materials furnished by the Contractor without expense to the Government. The temporary buildings and utilities shall remain the property of the Contractor and shall be removed by the Contractor at its expense upon completion of the work. With the written consent of the Contracting Officer, the buildings and utilities may be abandoned and need not be removed.
- C. 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.
- D. Working space and space available for storing materials shall be as determined by the COR.

- E. Workmen are subject to rules of Cemetery applicable to their conduct.
- F. Execute work in such a manner as to interfere as little as possible with work being done by others. Keep roads clear of construction materials, debris, standing construction equipment and vehicles at all times.
- G. Contractor shall notify the COR two weeks in advance of the proposed date of starting work in each specific area of site or portion thereof. Arrange such dates to insure accomplishment of this work in successive phases mutually agreeable to Cemetery Director and COR.
- H. Construction Fence: Before construction operations begin, Contractor shall provide a 4' high orange plastic snow fence around the construction area. Maintain fence to protect visitors and public from construction area hazards.
- I. To 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. At least one lane must be open to traffic at all times.
 - 2. Method and scheduling of required cutting, altering and removal of existing roads, walks and entrances must be 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 must cooperate and coordinate with the Cemetery Director, through the COR, in arranging construction schedule to cause the least possible interference with cemetery activities. 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.

1.5 ALTERATIONS

- A. Survey: Before any work is started, the Contractor shall make a thorough video survey with the COR of areas in which work is to occur, and areas which are anticipated routes of access, and furnish a videotape copy to the Contracting Officer. Video shall note any discrepancies between drawings and existing conditions at site. Video shall designate areas for working space, materials storage and routes of access to areas within buildings where alterations occur and which have been agreed upon by Contractor and COR.
- B. Re-Survey: One week before expected partial or final inspection date, the Contractor and COR together shall make a thorough re-survey of the work areas. They shall report on conditions as compared with conditions of same as noted in preconstruction video survey.
 - 1. Re-survey report shall also list any damage caused by and, will form basis for determining extent of repair work required of Contractor to restore damage caused by Contractor's workmen in executing work of this contract.
- C. Protection: Provide the following protective measures:
 - 1. Temporary protection against damage for portions of existing structures and grounds where work is to be done, materials handled and equipment moved and/or relocated.
 - 2. Dampen debris to keep down dust during construction. Broom clean at the end of each workday. Remove debris as it is created.
- D. Disposal and Retention: Materials and equipment accruing from work removed and from demolition or parts thereof shall be properly disposed of off cemetery grounds.

1.6 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.

1.7 RESTORATION

- A. Remove, cut, alter, replace, patch and repair existing work as necessary to install new work. 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 indicated on drawings and 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) of Section 01001, GENERAL CONDITIONS.

1.8 USE OF ROADWAYS

- A. For hauling, use only established public roads and roads on Cemetery property and, when authorized by the COR, such temporary roads which are necessary in the performance of contract work. Temporary roads shall be constructed by the Contractor at Contractor's expense.

When necessary to cross curbing, sidewalks, or similar construction, they must be protected by well-constructed bridges.

1.9 TEMPORARY TOILETS

- A. Contractor's workmen may utilize public restrooms of the cemetery facility.

1.10 AVAILABILITY AND USE OF UTILITY SERVICES

- A. The Government shall make all reasonably required amounts of utilities available to the Contractor from existing outlets and supplies. The Contractor shall carefully conserve any utilities furnished without charge.
- B. The Contractor, at Contractor's expense and in a workmanlike manner satisfactory to the Contracting Officer, shall install and maintain all necessary temporary connections and distribution lines, and all meters required to measure the amount of electricity used for the purpose of determining charges. Before final acceptance of the work by the Government, the Contractor shall remove all the temporary connections, distribution lines, meters, and associated paraphernalia.
- C. Electricity:
 - 1. Obtain electricity by connecting to the Cemetery electrical distribution system where available. Electricity is available at no cost to the Contractor. Where electric connection is not available, provide and utilize portable generators as needed.
- D. Water:
 - 1. Obtain water by connecting to the Cemetery water distribution system. Provide reduced pressure backflow preventer at each connection. 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.

1.11 HISTORIC PRESERVATION

Where the Contractor or any of the Contractor's employees, prior to, or during the construction work, are advised of or discover any possible archeological, historical and/or cultural resources, the Contractor shall immediately notify the COR verbally, and then with a written follow up.

--- E N D ---

**SECTION 09 30 13
CERAMIC TILING**

PART 1 - GENERAL

1.1 DESCRIPTION

This section specifies ceramic and porcelain floor and wall tile.

1.2 SUBMITTALS

A. Samples:

1. Base tile, each type, each color, each size.
2. Wall tile and wainscot chair rail tile, each color, size and pattern.
3. Trim shape, concave floor to wall transition, and wainscoting trim each type, color, and size.

B. Product Data:

1. Ceramic and porcelain tile, marked to show each type, size, and shape required.

1.3 APPLICABLE PUBLICATIONS

A. Publications listed below form a part of this specification to the extent referenced. Publications are referenced in text by basic designation only.

B. American National Standards Institute (ANSI):

A108.1B-13.....Installation of Ceramic Tile on a Cured Portland Cement Mortar Setting Bed with dry-Set or latex-Portland Cement Mortar

A137.1-12.....Ceramic Tile

C. American Society For Testing And Materials (ASTM):

C979-10.....Pigments for Integrally Colored Concrete

C1028-07e1.....Determining the Static Coefficient of Friction of Ceramic Tile and Other Like Surfaces by the Horizontal Dynamometer Pull Meter Method

PART 2 - PRODUCTS

2.1 TILE

A. Comply with ANSI A137.1, Standard Grade, except as modified:

1. Slip Resistant Tile for Floors:
 - a. Coefficient of friction 0.6 or greater, when tested in accordance with ASTM C1028, required for level of performance
2. Factory Blending: For tile with color variations, within the ranges selected during sample submittals blend tile in the factory and package so tile units taken from one package show the same range in colors as those taken from other packages and match approved samples.

2.2 GROUTING MATERIALS

A. Coloring Pigments:

1. Pure mineral pigments, limeproof and nonfading, complying with ASTM C979 factory added.
2. Job colored grout is not acceptable.
3. Color additive not permitted.

2.3 PATCHING AND LEVELING COMPOUND

- A. Portland cement base, polymer-modified, self-leveling compound, manufactured specifically for resurfacing and leveling concrete floors. Products containing gypsum are not acceptable.

PART 3 - EXECUTION**3.1 ENVIRONMENTAL REQUIREMENTS**

- A. Maintain environmental temperature and humidity within all manufacturers recommendations.

3.2 ALLOWABLE TOLERANCE

- A. Variation in plane of sub-floor, including concrete fills leveling compounds and mortar beds:
1. Not more than 1 in 500 (1/4 inch in 10 feet) from required elevation where Portland cement mortar setting bed is used.
 2. Not more than 1 in 1000 (1/8 inch in 10 feet) where dry-set Portland cement, and latex-Portland cement mortar setting beds and chemical-resistant bond coats are used.
- B. Variation in Plane of Wall Surfaces:
1. Not more than 1 in 400 (1/4 inch in eight feet) from required plane where Portland cement mortar setting bed is used.
 2. Not more than 1 in 800 (1/8 inch in eight feet) where dry-set or latex-Portland cement mortar or organic adhesive setting materials is used.

3.3 SURFACE PREPARATION

A. Existing Floors and Walls:

1. Remove all material on floors and walls as required to install the new tiles as per the tile and mortar manufacturers recommendations. Remove old ceramic tiles, paint, and foreign material. by grinding, chipping, self-contained power blast cleaning or other suitable mechanical methods to completely expose uncontaminated concrete or masonry surfaces.

3.4 CERAMIC TILE - GENERAL

- A. Comply with ANSI A108 series of tile installation standards in "Specifications for Installation of Ceramic Tile" applicable to methods of installation.
- B. Workmanship:
 - 1. Comply with all manufacturing suggestions and requirements.
 - 2. Joints:
 - a. Keep all joints in line, straight, level, perpendicular and of even width unless shown otherwise.
 - 3. Back Buttering: For installations indicated below, obtain 100 percent mortar coverage by complying with applicable special requirements for back buttering of tile in referenced ANSI A108 series of tile installation standards:

3.5 GROUTING

- A. Workmanship:
 - 1. Install and cure grout in accordance with the applicable standard and the manufacturers recommendations.

3.6 CLEANING

- A. Thoroughly sponge and wash tile. Polish glazed surfaces with clean dry cloths.
- B. Methods and materials used shall not damage or impair appearance of tile surfaces.
- C. The use of acid or acid cleaners on glazed tile surfaces is prohibited.
- D. Clean tile grouted with epoxy, furan and commercial Portland cement grout and tile set in elastomeric bond coat as recommended by the manufacturer of the grout and bond coat.

- - - E N D - - -

SECTION 09 91 00
PAINTING

PART 1 - GENERAL

1.1 DESCRIPTION

A. Section specifies application of prime coat and finish coats applied to existing exterior and interior surfaces.

1.2 RELATED WORK

A. General Requirements, Section 01010.

1.3 SUBMITTALS

A. Submit Manufacturer's Literature and Data:

Before work is started, submit manufacturer's literature, indicating brand names, product type, color, gloss level, coating composition, Federal Specification Number or manufacturers name or product number where applicable, and certificates as specified.

1.4 DELIVERY AND STORAGE

A. Deliver materials to site in manufacturer's sealed container marked to show following:

1. Name of manufacturer
2. Product type
3. Batch number
4. Instructions for use
5. Safety precautions

B. In addition to manufacturer's label, provide a label legibly printed as following:

1. Federal Specification Number, where applicable, and name of material.
2. Surface upon which material is to be applied.
3. If paint or other coating, state coat types; prime, body or finish.

C. Store materials at site at least 24 hours before using, at a temperature between 18 and 30 °K (65 and 85 °F).

1.5 APPLICABLE PUBLICATIONS

A. Publications listed below form a part of this specification to the extent referenced. Publications are referenced in the text by basic designation only.

B. AMERICAN CONFERENCE OF GOVERNMENTAL INDUSTRIAL HYGIENISTS (ACGIH):
ACGIH TLV-BKLT-2009...Threshold Limit Values (TLV) for Chemical Substances and Physical Agents and Biological Exposure Indices (BEIs)
ACGIH TLV-DOC (Seventh Edition)...Documentation of Threshold Limit Values and Biological Exposure Indices.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. Exterior Alkyd Wood Primer: MPI 5.
- B. Exterior Oil Wood Primer: MPI 7.
- C. Exterior Alkyd, Flat (EO): MPI 8.
- D. Exterior Alkyd Enamel (EO): MPI 9.
- E. Interior Primer Sealer: MPI 45.
- F. Interior Enamel Undercoat: MPI 46.
- G. Interior Latex Primer Sealer: MPI 50.
- H. Interior Alkyd, Eggshell: MPI 51
- I. Interior Latex, MPI Gloss Level 3 (LE): MPI 52.
- J. Interior Latex, Flat, MPI Gloss Level 1 (LE): MPI 53.
- K. Interior Latex, Semi-Gloss, MPI Gloss Level 5 (LE): MPI 54.
- L. Exterior Alkyd, Semi-Gloss (EO): MPI 94.
- M. Fast Drying Metal Primer: MPI 95.
- N. Interior latex, Gloss (LE) and (LG): MPI 114

2.2 PAINT PROPERTIES

- A. Use ready-mixed (including colors).

2.3 REGULATORY REQUIREMENTS

A. Paint materials must conform to the restrictions of the local Environmental and Toxic Control jurisdiction or the requirements of this section, whichever is most stringent.

- 1. Lead-Based Paint:
 - a. Lead based paint is not permitted to be used.
- 2. Asbestos: Materials must not contain asbestos.
- 3. Chromate, Cadmium, Mercury, and Silica: Materials must not contain zinc-chromate, strontium-chromate, Cadmium, mercury or mercury compounds or free crystalline silica.
- 4. Human Carcinogens: Materials must not contain any of the ACGIH-BKLT and ACGHI-DOC confirmed or suspected human carcinogens.
- 5. Use high performance acrylic paints in place of alkyd paints, where possible.
- 6. VOC content for solvent-based paints must not exceed specified performance requirement; aromatic hydro carbons contained in solvent-based paints must not exceed one percent by weight.

PART 3 - EXECUTION

3.1 JOB CONDITIONS

A. Safety: Observe required safety regulations and manufacturer's warning and instructions for storage, handling and application of painting materials.

1. Take necessary precautions to protect personnel and property from hazards due to falls, injuries, toxic fumes, fire, explosion, or other harm.
2. Deposit soiled cleaning rags and waste materials in metal containers approved for that purpose. Dispose of such items off the site at end of each day's work.

B. Atmospheric and Surface Conditions:

1. Do not apply coating when air or substrate conditions are:
 - a. Less than 3 degrees C (5 degrees F) above dew point.
 - b. Below 10 degrees C (50 degrees F) or over 35 degrees C (95 degrees F), unless specifically pre-approved by the Contracting Officer and the product manufacturer.
2. Do not exceed application conditions recommended by the manufacturer.
3. Maintain interior temperatures until paint dries hard.
4. Do no exterior painting when it is windy and dusty.
5. Do not paint in direct sunlight or on surfaces that the sun will soon warm.
6. Apply only on clean, dry and frost free surfaces except as follows:
 - a. Apply water thinned acrylic and cementitious paints to damp (not wet) surfaces where allowed by manufacturer's printed instructions.
 - b. Dampened with a fine mist of water on hot dry days concrete and masonry surfaces to which water thinned acrylic and cementitious paints are applied to prevent excessive suction and to cool surface.

3.2 SURFACE PREPARATION

A. Method of surface preparation is optional, provided results of finish painting produce solid even color and texture specified with no overlays.

B. General:

1. Remove prefinished items not to be painted such as lighting fixtures, escutcheon plates, hardware, trim, and similar items for reinstallation after paint is dried.
2. Remove items for reinstallation and complete painting of such items and adjacent areas when item or adjacent surface is not accessible or finish is different.
3. Clean surfaces for painting with materials and methods compatible with substrate and specified finish. Remove any residue remaining from cleaning agents used. Do not use solvents, acid, or steam on concrete and masonry.

C. Wood:

1. Sand to a smooth even surface and then dust off.

2. Sand surfaces showing raised grain smooth between each coat.
 3. Wipe surface with a tack rag prior to applying finish.
 4. Surface painted with an opaque finish:
 - a. Coat knots, sap and pitch streaks with Knot Sealer before applying paint.
 - b. Apply two coats of Knot Sealer over large knots.
 5. After application of prime or first coat of stain, fill cracks, nail and screw holes, depressions and similar defects with wood filler paste. Sand the surface to make smooth and finish flush with adjacent surface.
 6. Before applying finish coat, reapply wood filler paste if required, and sand surface to remove surface blemishes. Finish flush with adjacent surfaces.
 7. Fill open grained wood such as oak, walnut, ash and mahogany with Wood Filler Paste, colored to match wood color.
 - a. Thin filler in accordance with manufacturer's instructions for application.
 - b. Remove excess filler, wipe as clean as possible, dry, and sand as specified.
- D. Ferrous Metals:
1. Remove oil, grease, soil, drawing and cutting compounds, flux and other detrimental foreign matter in accordance with SSPC-SP 1 (Solvent Cleaning).
 2. Remove loose mill scale, rust, and paint, by hand or power tool cleaning, as defined in SSPC-SP 2 (Hand Tool Cleaning) and SSPC-SP 3 (Power Tool Cleaning). Exception: where high temperature aluminum paint is used, prepare surface in accordance with paint manufacturer's instructions.
 3. Fill dents, holes and similar voids and depressions in flat exposed surfaces of hollow steel doors and frames, access panels, roll-up steel doors and similar items specified to have semi-gloss or gloss finish with TT-F-322D (Filler, Two-Component Type, For Dents, Small Holes and Blow-Holes). Finish flush with adjacent surfaces.
 - a. This includes flat head countersunk screws used for permanent anchors.
 - b. Do not fill screws of item intended for removal such as glazing beads.
 4. Spot prime abraded and damaged areas in shop prime coat which expose bare metal with same type of paint used for prime coat. Feather edge of spot prime to produce smooth finish coat.

5. Spot prime abraded and damaged areas which expose bare metal of factory finished items with paint as recommended by manufacturer of item.

E. Masonry, Concrete, Cement Board, Cement Plaster and Stucco:

1. Clean and remove dust, dirt, oil, grease efflorescence, form release agents, laitance, and other deterrents to paint adhesion.
2. Use emulsion type cleaning agents to remove oil, grease, paint and similar products. Use of solvents, acid, or steam is not permitted.
3. Remove loose mortar in masonry work.
4. Replace mortar and fill open joints, holes, cracks and depressions with new mortar. Do not fill weep holes. Finish to match adjacent surfaces.
5. Neutralize Concrete floors to be painted by washing with a solution of 1.4 Kg (3 pounds) of zinc sulfate crystals to 3.8 L (1 gallon) of water, allow to dry three days and brush thoroughly free of crystals.
6. Repair broken and spalled concrete edges with concrete patching compound to match adjacent surfaces as specified in CONCRETE Sections. Remove projections to level of adjacent surface by grinding or similar methods.

F. Gypsum Plaster and Gypsum Board:

1. Remove efflorescence, loose and chalking plaster or finishing materials.
2. Remove dust, dirt, and other deterrents to paint adhesion.
3. Fill holes, cracks, and other depressions with CID-A-A-1272A [Plaster, Gypsum (Spackling Compound) finished flush with adjacent surface, with texture to match texture of adjacent surface. Patch holes over 25 mm (1-inch) in diameter as specified in Section for plaster or gypsum board.

3.3 PAINT PREPARATION

- A. Thoroughly mix painting materials to ensure uniformity of color, complete dispersion of pigment and uniform composition.
- B. Remove paint skins, then strain paint through commercial paint strainer to remove lumps and other particles.

3.4 APPLICATION

- A. Unless otherwise specified, apply paint in three coats; prime, body, and finish.
- B. Apply each coat evenly and cover substrate completely.
- C. Allow not less than 48 hours between applications of succeeding coats, except as allowed by manufacturer's printed instructions, and approved by COTR.

D. Finish surfaces to show solid even color, free from runs, lumps, brush marks, laps, holidays, or other defects.

E. Apply by brush or roller. Spray application is not allowed.

3.5 PRIME PAINTING

A. After surface preparation, prime surfaces before application of body and finish coats, except as otherwise specified.

B. Spot prime and apply body coat to damaged and abraded painted surfaces before applying succeeding coats.

C. Additional field applied prime coats over shop or factory applied prime coats are not required except for exterior exposed steel. Apply an additional prime coat.

D. Prime rebates for stop and face glazing of wood, and for face glazing of steel.

E. Wood and Wood Particleboard:

1. Use same kind of primer specified for exposed face surface.

a. Exterior wood: MPI 7 (Exterior Oil Wood Primer) for new construction and MPI 5 (Exterior Alkyd Wood Primer) for repainting bare wood primer except where Interior Wood Stain, Semi-Transparent (WS) is scheduled.

b. Interior wood except for transparent finish: MPI 45 (Interior Primer Sealer) or MPI 46 (Interior Enamel Undercoat), thinned if recommended by manufacturer.

2. Apply one coat of primer MPI 7 (Exterior Oil Wood Primer) or MPI 5 (Exterior Alkyd Wood Primer) or sealer MPI 45 (Interior Primer Sealer) or MPI 46 (Interior Enamel Undercoat) as soon as delivered to site to surfaces of unfinished woodwork, except concealed surfaces of shop fabricated or assembled millwork and surfaces specified to have varnish, stain or natural finish.

3. Back prime and seal ends of exterior woodwork, and edges of exterior plywood specified to be finished.

F. Metals:

1. Steel and Iron: MPI 95 (Fast Drying Metal Primer).

G. Concrete Masonry Units except glazed or integrally colored and decorative units:

1. MPI 4 (Block Filler) on interior surfaces.

3.6 EXTERIOR FINISHES

A. Steel and Ferrous Metal:

1. Two coats of MPI 8 (Exterior Alkyd, Flat (EO)) or MPI 9 (Exterior Alkyd Enamel (EO)) or MPI 94 (Exterior Alkyd, Semi-Gloss (EO)) on exposed surfaces, except on surfaces over 94 degrees C (200 degrees F).

3.7 INTERIOR FINISHES

A. Masonry and Concrete Walls:

1. Over MPI 4 (Interior/Exterior Latex Block Filler) on CMU surfaces.
2. Two coats of MPI 54 (Interior Latex, Semi-Gloss, MPI Gloss Level 5 (LE)).

B. Gypsum Board:

1. One coat of MPI 45 (Interior Primer Sealer) plus one coat of MPI 139 (Interior High Performance Latex, MPI Gloss level 3 (LL)).
2. Two coats of MPI 138 (Interior High Performance Latex, MPI Gloss Level 2 (LF)).

C. Wood:

1. Sanding:

- a. Use 220-grit sandpaper.
- b. Sand sealers and varnish between coats.
- c. Sand enough to scarify surface to assure good adhesion of subsequent coats, to level roughly applied sealer and varnish, and to knock off "whiskers" of any raised grain as well as dust particles.

2. Sealers:

- a. Apply sealers specified except sealer may be omitted where pigmented, penetrating, or wiping stains containing resins are used.
- b. Allow manufacturer's recommended drying time before sanding, but not less than 24 hours or 36 hours in damp or muggy weather.
- c. Sand as specified.

3. Paint Finish:

- a. One coat of MPI 45 Interior Primer Sealer.
- b. Two coats of MPI 51 (Interior Alkyd, Eggshell) (AK)).

3.8 REFINISHING EXISTING PAINTED SURFACES

- A. Clean, patch and repair existing surfaces as specified under surface preparation.
- B. Remove and reinstall items as specified under surface preparation.
- C. Remove existing finishes or apply separation coats to prevent non-compatible coatings from having contact.
- D. Patched or Replaced Areas in Surfaces and Components: Apply spot prime and body coats as specified for new work to repaired areas or replaced components.
- E. Except where scheduled for complete painting apply finish coat over plane surface to nearest break in plane, such as corner, reveal, or frame.

- F. Refinish areas as specified for new work to match adjoining work unless specified or scheduled otherwise.
- G. Coat knots and pitch streaks showing through old finish with Knot Sealer before refinishing.
- H. Sand or dull glossy surfaces prior to painting.
- I. Sand existing coatings to a feather edge so that transition between new and existing finish will not show in finished work.

3.9 PAINT COLOR

- A. Submit color samples to COTR for approval prior to start of work.

3.10 PROTECTION CLEAN UP AND TOUCH-UP

- A. Protect ground surface and other areas from paint droppings and spattering by use of masking, drop cloths, and removal of items or by other approved methods.
- B. Upon completion, clean paint from hardware, other surfaces and items not required to be painted of paint drops or smears.
- C. Before final inspection, touch-up or refinish as needed to produce solid even color and finish surface texture, free from runs, drips, and defects in workmanship.

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**SECTION 10 21 13
TOILET COMPARTMENTS**

PART 1 - GENERAL

1.1 DESCRIPTION

This section specifies solid high-density polyethylene toilet partitions.

2.1 FABRICATION

- A. Solid high-density polyethylene water resistant; graffiti resistant; non-absorbent; contain 100 percent post-consumer HDPE; Class C flame spread rating.
- B. Conform to ICC A117.1 code for access for the handicapped operation of toilet compartment door and hardware.
- C. Fabricate to dimensions shown or specified.
- D. Toilet Enclosures:
 - 1. Type 1, Style A Floor supported
 - 2. Reinforce panels shown to receive toilet tissue holders or grab bars.
 - 3. Upper pivots and lower hinges adjustable to hold doors open 30 degrees.
 - 4. Keeper:
 - a. U-slot to engage bar of throw latch.
 - b. Combined with rubber bumper stop.

2.2 ANCHORING DEVICES AND FASTENERS

- A. Provide steel anchoring devices and fasteners hot-dipped galvanized after fabrication, in conformance with ASTM A385/A385M and ASTM A123/A123M. Conceal all galvanized anchoring devices.

PART 3 - EXECUTION

3.1 INSTALLATION

- A. General:
 - 1. Install in rigid manner, straight, plumb and with all horizontal lines level.
 - 2. Conceal evidence of drilling, cutting and fitting in finish work.
 - 3. Use hex-bolts for through-bolting.
 - 4. Adjust hardware and leave in freely working order.
 - 5. Clean finished surfaces and leave free of imperfections.

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**SECTION 22 40 00
PLUMBING FIXTURES**

PART 1 - GENERAL

1.1 DESCRIPTION

- A. Plumbing fixtures, associated trim and fittings necessary to make a complete installation from wall or floor connections to rough piping, and certain accessories.

1.2 APPLICABLE PUBLICATIONS

- A. The publications listed below form a part of this specification to the extent referenced. The publications are referenced in the text by the basic designation only.
- B. Architectural Barriers Act (ABA) Standards (Latest)
- C. The American Society of Mechanical Engineers (ASME):
 - A112.6.1M-1997 (R2012)..Supports for Off-the-Floor Plumbing Fixtures for Public Use
 - A112.18.1-2011.....Plumbing supply fittings
 - A112.18.3-(R2012).....Backflow Protection Devices and Systems in Plumbing Fixture Fittings
 - A112.19.1-2013.....Enameled Cast Iron and Enameled Steel Plumbing Fixtures
 - A112.19.2-2013.....Ceramic Plumbing Fixtures
 - A112.19.3-2008.....Stainless Steel Plumbing Fixtures
 - A112.19.5-2011.....Flush Valves and Spuds for Water Closets, Urinals, and Tanks
- D. American Society for Testing and Materials (ASTM):
 - A276-2013a.....Standard Specification for Stainless Steel Bars and Shapes
 - B584-2008.....Standard Specification for Copper Alloy Sand Castings for General Applications
- E. CSA Group:
 - B45.4-2008 (R2013).....Stainless Steel Plumbing Fixtures
- F. International Code Council (ICC):
 - IPC-2015.....International Plumbing Code
- G. National Association of Architectural Metal Manufacturers (NAAMM):
 - AMP 500-2006.....Metal Finishes Manual

1.3 SUBMITTALS

- A. Manufacturer's Literature and Data including: Full item description and optional features and accessories. Include dimensions, weights, materials, applications, standard compliance, model numbers, size, and capacity.

PART 2 - PRODUCTS**2.1 STAINLESS STEEL**

- A. Corrosion-resistant Steel (CRS):
 - 1. Plate, Sheet and Strip: CRS flat products shall conform to chemical composition requirements of any 300 series steel specified in ASTM A276.
 - 2. Finish: Exposed surfaces shall have standard polish (ground and polished) equal to NAAMM finish Number 4.
- B. Die-cast zinc alloy products are prohibited.

2.2 STOPS

- A. Provide lock-shield loose key or screw driver pattern angle stops, straight stops or stops integral with faucet, with each compression type faucet whether specifically called for or not, including sinks in solid-surface. Locate stops centrally below fixture in an accessible location. Shield or locate stops and piping to prevent contact with human legs on wheelchair in accordance with ABAAS
- B. Furnish keys for lock shield stops to the COR.
- C. Supply from stops not integral with faucet shall be chrome plated copper flexible tubing or flexible stainless steel with inner core of non-toxic polymer.
- D. Supply pipe from wall to valve stop shall be rigid threaded IPS copper alloy pipe, i.e. red brass pipe nipple, chrome plated where exposed.

2.3 ESCUTCHEONS

- A. Heavy type, chrome plated, with set screws. Provide for piping serving plumbing fixtures and at each wall, ceiling and floor penetrations in exposed finished locations and within cabinets and millwork.

2.4 LAMINAR FLOW CONTROL DEVICE

- A. Smooth, bright stainless steel or satin finish, chrome plated metal laminar flow device shall provide non-aeration, clear, coherent laminar flow that will not splash in basin. Device shall also have a flow control restrictor and have vandal resistant housing. Aerators are prohibited.

B. Flow Control Restrictor:

1. Capable of restricting flow from 0.5 gpm to 1.5 gpm for lavatories.
2. Compensates for pressure fluctuation maintaining flow rate specified above within 10 percent between 25 psig and 80 psig.
3. Operates by expansion and contraction, eliminates mineral/sediment build-up with self-cleaning action, and is capable of easy manual cleaning.

2.5 CARRIERS

- A. ASME A112.6.1M, lavatory shall be capable of supporting the lavatory with a 250-pound vertical load applied at the front of the fixture.

2.6 WATER CLOSETS

- A. (P-101) Water Closet (Floor Mounted, ASME A112.19.2, Figure 6)-office and industrial, elongated bowl, siphon jet 1.6 gallons per flush, floor outlet. Top of seat shall be 17-1/8 inches to 17-1/4 inches above finished floor.

1. Seat: Institutional/Industrial, extra heavy duty, chemical resistant, solid plastic, open front less cover for elongated bowls, integrally molded bumpers, concealed check hinge with stainless steel post. Seat shall be posture contoured body design. Color shall be white.
2. Fittings and Accessories: Floor flange fittings-cast iron; Gasket-wax; bolts with chromium plated cap nuts and washers.
3. Flush valve: Large chloramines resistant diaphragm, semi-red brass valve body, exposed chrome plated, battery powered active infra-red sensor for automatic operation with courtesy flush button for manual operation, water saver design per flush with maximum 10 percent variance, top spud connection, adjustable tailpiece, one-inch IPS screwdriver back check angle stop with vandal resistant cap, high back pressure vacuum breaker, solid-ring pipe support, and sweat solder adapter with cover tube and cast set screw wall flange. Set centerline of inlet 292 mm (11-1/2 inches) above seat. Seat bumpers shall be integral part of flush valve. Valve body, cover, tailpiece and control stop shall be in conformance with ASTM B584 Alloy classification for semi-red brass.

2.7 URINALS

- A. (P-201) Urinal (Wall Hung, ASME A112.19.2) bowl with integral flush distribution, wall to front of flare 343 mm (13.5 inches) minimum. Wall

hung with integral trap, siphon jet flushing action 1.9 L (0.5 gallons) per flush with 50 mm (2 inches) back outlet and 20 mm (3/4 inch) top inlet spud.

1. Support urinal with chair carrier and install with rim 600 mm (24 inches) above finished floor.
2. Flushing Device: Large chloramines resistant diaphragm, semi-red brass body, exposed flush valve battery powered, active infrared sensor for automatic operation, non-hold open, water saver design, solid-ring pipe support, and 20 mm (3/4 inch) capped screwdriver angle stop valve. Set centerline of inlet 292 mm (11-1/2 inches) above urinal. Valve body, cover, tailpiece, and control stop shall be in conformance with ASTM alloy classification for semi-red brass.

2.8 LAVATORIES

- A. (P-420) Lavatory (Sensor Control, Counter Mounted ASME A112.19.2) solid-surface, self-rimming, approximately 483 mm (19 inches) in diameter with punching for faucet on 102 mm (4 inches) centers. Mount unit in countertop. Support countertop with ASME A112.19.1, Type 1, chair carrier with exposed arms.
 1. Faucet: Brass, chrome plated, gooseneck spout with outlet 102 mm to 127 mm (4 inches to 5 inches) above rim. Electronic sensor operated, 102 mm (4 inches) center set mounting, wiring box, 120/24-volt solenoid, plug in transformer, solid brass hot/cold water mixer adjusted from top deck with barrier free design control handle. Provide laminar flow control device. Breaking the light beam shall activate the water flow. Flow shall stop when user moves away from light beam.
 2. Drain: Cast or wrought brass with flat grid strainer, offset tailpiece, chrome plated. Set trap parallel to wall.
 3. Stops: Angle type. See paragraph "Stops".
 4. Trap: Cast copper alloy, 38 mm by 32 mm (1 1/2 inches by 1 1/4 inches) P-trap, adjustable with connected elbow and 1.4 mm thick (17 gauge) tubing extension to wall. Set trap parallel to the wall. Exposed metal trap surface and connection hardware shall be chrome plated with a smooth bright finish.
 5. Provide cover for exposed piping, drain, stops and trap per A.D.A.

3.0 CLEANING

B. At completion of all work, fixtures, exposed materials and equipment shall be thoroughly cleaned.

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