



VETERANS HEALTH CARE SYSTEM OF THE OZARKS

EXTERIOR REPAIRS and CONSTRUCTION

IDIQ

VA SIMPLIFIED TASK-ORDER (VAST)

**INDEFINITE DELIVERY/INDEFINITE QUANTITY CONTRACT (IDIQ) FOR
EXTERIOR REAL PROPERTY MAINTENANCE, REPAIR, ALTERATION
AND/OR NEW CONSTRUCTION
STATEMENT OF WORK (SOW)
Veteran Healthcare System of the Ozarks (VHSO)**

1. GENERAL TERMS:

1.1 THIS WORK IS BEING PERFORMED IN A HOSPITAL ENVIRONMENT

1.1.1. Contract is an indefinite-delivery, indefinite quantity (IDIQ) contract for construction at the Veterans Healthcare System of the Ozarks (VHSO). Construction projects must be awarded by individual task orders on an as needed basis. Projects must be in support of real property maintenance, repair, alteration, and/or new construction. The Contractor must be required to furnish all materials, equipment, and personnel necessary to maintain a management office close enough to allow for a one (1) hour response time, during normal business hours, to receive work reports and provide other engineering management services needed to accomplish individual jobs. The jobs may include tasks in a variety of trades such as, but not limited to, carpentry, excavation, road repair/replacement, sidewalk repair/replacement, exterior electrical work, irrigation and water piping, drainage piping, sewage piping, sheet metal, painting, demolition, concrete and masonry, granite repair/replacement, welding and mechanical. Any hazardous materials resulting from the demolition must be properly disposed of in accordance with standard industrial practices and local, state and federal standards.

1.1.2. The contractor's performance of this contract must NOT interfere with Patient Care or Hospital Operation.

1.1.3. If necessary for reasons of patient care/hospital operation, the Contracting Officer (CO)/Contracting Officer's Representative (COR) may direct the contractor to stop work or limit the types of work that can be performed. This may occur with little or no notice.

1.2. The Department of Veterans Affairs has a requirement for general contractors to perform non-recurring maintenance, minor construction projects and emergency repair at VHSO. Contractor must have a local office to meet the response time of one hour or less. The resulting contract will be a fixed price job order Indefinite Delivery/Indefinite Quantity (IDIQ) contract. The government anticipates the award of an IDIQ contract to one contractor. Minimum value for contract is \$50,000 with an estimated maximum of Five Million for the entire Ordering Period of 60-months.

1.3. The contractor must furnish all materials, equipment and personnel necessary to accomplish each Task Order (TO). Each TO will vary in size and dollar amounts. Task Orders (TO) will involve, but not be limited to trades, such as carpentry, road repair, roofing, excavation, electrical work, steam work, plumbing, sheet metal, painting, demolition, concrete masonry, welding and mechanical.

1.4. The VA Medical Center maintenance/repair/renovation must conform to the requirements of The Joint Commission Environment of Care Standards and other applicable codes and standards.

2. COEFFICIENTS

A "coefficient" is the Contractor pricing factor which is multiplied against the standard unit prices in calculating task order (TO) prices. It is proposed by offerors as a percentage increase (e.g., 1.10) or decrease (e.g., 0.95), or a net (e.g.1.00) to the current RS Means Construction Costs and must not exceed 2 decimal places. The Contractor's Coefficient must include all cost elements not included in the current RS Means Construction Cost Data Book (e.g.,

overhead, profit, Davis-Bacon wages, local area pricing factors, minimum design costs, G & A expenses, bond premiums, gross receipts taxes, quality control, clean-up, subcontractor mark-up, labor burden, mobilization/demobilization, permits and licenses, taxes, depreciation, as-built drawings, submittals, site security, etc.). The offeror must submit coefficients for the contract unit price book and non-priced items as specified (percentage factors) for all pricing coefficient categories. The Government estimated that 5% to 25% of all work on this contract will be for work accomplished on a non-standard time basis. Non-standard work hours must be paid to the Contractor only if the Contractor is directed to work during non-standard hours by the Contracting Officer. On individual task orders, the contractor may offer a coefficient that is less than the coefficient found in Schedule B (Schedule of Services) of the contract, but cannot offer a coefficient greater than the applicable coefficient on Schedule B (Schedule of Services) of the contract.

3. WORK HOURS

3.1. Standard Hours – 8:00 AM to 4:30 PM Monday through Friday with all Federal Holidays recognized as non-working days. However, the nature of some of the work for various projects to keep the hospital operations will require some construction tasks to take place evenings, nights, weekends and/or holidays. The successful contractor(s) will need to coordinate when this kind of work can be performed with the VA contracting officer or contracting officer's representative. Offerors must perform any or all work during standard hours (normal working hours) in accordance with the scope of work in individual task orders against this contract for the unit price sum specified in the Unit Price Book, multiplied times the coefficient for Standard Hours.

3.2. Non-Standard Hours – Any hour(s) other than Standard Hours as stated above (4:30 PM to 8:00 AM). Offerors must perform any or all work other than standard hours (acceleration of work to be performed outside the standard hours in accordance with the scope of individual task orders against this contract for the unit price sum specified in the Unit Price Book, multiplied times the coefficient for Non-Standard Hours and will be used when the Government requires the contractor to perform work outside the facility's standard (normal working) hours.

3.3 Davis Bacon wage rates apply and overtime pay must be paid to contractor employees who work more than 40 hours per week. This construction contract will NOT separately account for any non-standard hours as it affects the contractor's employee pay.

3.4. Some Task Orders will require the contractor to perform all functions called for in the Task Order during other than Standard Hours. The Task Orders will be identified on an "as needed" basis. Otherwise, contractors will not be permitted to work on Saturdays, Sundays or Federal holidays unless authorized in writing by the Contracting Officer/Contracting Officer's Representative. Such requests are to be submitted to the CO/COR a minimum of three (3) working days in advance of his/her intention to working during other periods as designated in the Task Order. The exclusion of work on Saturday, Sunday, and Federal holidays will be considered in computing the performance time of each task order.

3.5 Federal Holidays

3.5.1. The Federal Government observes the following days as holidays.

New Year's Day	January 1 st *
Martin Luther King's Birthday	Third Monday in January
Presidents' Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4 th
Labor Day	First Monday in September
Columbus Day	Second Monday in October
Veterans' Day	November 11 th
Thanksgiving Day	Fourth Thursday in November

*If the date falls on a Saturday, the Government holiday is the preceding Friday. If the date falls on a Sunday, the Government holiday is the following Monday.

3.5.2. In addition to the days designated as holidays, the Government observes the following days:

Any other day designated by Federal Statute
Any other day designated by Executive Order
Any other day designated by the President's Proclamation

3.6 CONFORMANCE TO CODES AND REGULATIONS.

National and international codes and regulations for building construction and safety will be used where applicable. Current architectural, engineering, and construction practices must be incorporated in the project design to obtain quality and to provide a functional, complete, and usable facility. The applicable list of National Codes and Regulations (Latest Edition) includes, but is not limited to, the following:

- International Mechanical Code
- International Building Code
- National Electric Code
- National Fire Protection Code
- National Safety Code
- OSHA Regulations
- ASHRA-E, Codes, Standards
- International Plumbing Code

4. PRICE INFORMATION

4.1. The “**Burdened No City Cost Index**” unit prices identified in the current copy of Cost Works must be used as the price book for this contract. The cost estimating software must be used for cost estimating for this contract. The “Total” “Burdened No City Cost Index” costs must be summed and multiplied by the applicable Contractor’s coefficient.

4.2. The total costs must be as printed in the current databases, without changing the daily output or equipment, material, or labor rates. No provision will be made for local costs more than the Cost Estimating Guide other than the Contractor’s coefficient. No deviation from the cost estimating software labor, material, equipment, or daily output is authorized unless approved, in writing, by the Contracting Officer.

4.3. The contractor must provide a current edition of the Unit Price Book (UPB) and estimating software, CD Rom version, to the Government COR as a requirement of the contract. Updates must be provided to the Government at the

Contractor’s expense to incorporate the most current annual updates of the cost estimating software databases as they become available. Receipt of update information each year does not obligate the Government to exercise any contract option years. The contractor must obtain the CD Rom version of the UPB and the estimating software and must submit all price proposals electronically using the estimating software. It is the contractor’s responsibility to purchase the publications and computer software noted above. The contractor must possess the most current versions throughout the entire life of the contract. Receipt of update information each year does not obligate the Government to exercise any contract option years.

4.4. Coefficient is defined as a numerical factor that compensates the Contractor for all costs (generally indirect costs) and profit not included in the UPB or not allowed. The offeror’s coefficients (percentage factor) must include but not be limited to overhead, bond premiums, insurance, all payroll taxes, gross receipts tax, general conditions (superintendents

salaries and builders' risk insurance), mobilization, demobilization, infection control measures (dust partitions, negative air, etc.), required construction equipment (offeror) is expected to hire subcontractors which have their own equipment common to the trade), daily and final clean up, required safety equipment and devices, traffic barricades, flag persons, permits, licenses, as-built drawings, submittals, waste, waste handling and disposal, swell and compaction, travel or freight charges, paperwork fees associated with a certain task order (i.e. asbestos abatement removal plan preparation), consultant fees, all on or off site storage, differential between costs and actual costs, special clothing for workers, administrative support, progress meeting expenses, contract start-up costs, required computer equipment/supplies and all contingencies and risks associated with this contracts as no other allowance will be made after award. The appropriate coefficient must also apply to the non-priced items added as a "Supplement to the cost estimating software".

4.5 The Contractor is to consider the following factors which affect the calculation of the coefficients:

- a. The coefficients are fixed for the term of the contract.
- b. The UPB prices are for "in-place" quantities. There must be no allowances added for waste, compaction, storage, shipping, staging, handling, etc.
- c. Overhead costs, including but not limited to; home office overhead, insurance, bonds and indemnification, project meetings, training, management and supervision, mobilization and close-out for the contract and each TO, project office staff and equipment.
- d. Profit
- e. Subcontractor's overhead and profit
- f. All taxes for which a waiver is not available including material sales tax and equipment rental.
- g. Employee or Subcontractor's wage rates that exceed the prevailing wage rates. Fringe benefits, payroll taxes, worker's compensation, insurance costs and any other payment mandated by law about labor that exceeds the labor rate allowances. Daily clean-up must be performed at all active project sites. It must not be a direct TO cost but must be paid from the coefficient.
- h. Cost of financing the work.
- i. Business risks such as the risk of a lower than expected volume of work, smaller than anticipated TOs, poor Subcontractor performance, and inflation or material cost fluctuations.
- j. Services required obtaining filings and permits.
- k. Preparation and modification of proposals, sketches, drawings, submittals, as-built drawings, CADD drawings, microfilm, and other project records.
- l. Office trailer and portable toilets for Contractor's use.
- m. Construction vehicles such as pick-up trucks, utility trucks, vans, flatbed trucks, tractors, trailers, etc.
- n. Temporary utility costs.
- o. Storage devices or items such as gang boxes and containers for Contractor's tools, equipment and materials.
- p. Personnel safety equipment (hard hats, ropes, harness, etc.) and basic safety signage, railings, minor barricades, tape, roping, cable, markings, cones, etc.
- q. Meeting Owner security requirements.
- r. Excess waste including roofing, drywall, VCT, carpet, wall covering, ceiling tile, pipe, conduit, siding, concrete, etc. This list is not intended to be all inclusive, but descriptive of the types of construction materials that are typically sold in standard lengths, sizes and weights.
- s. Removing and returning Owner's furniture and furnishings (chairs, tables, pictures, etc. but excluding modular furniture, wall or ceiling attached or fastened devices or furnishings, safes or other furniture requiring disassembly).
- t. Protection of all surfaces including those not in the scope of work from construction dust, debris or damage during construction up until final acceptance. The methods of protection including plastic, paper, sealing doors or windows, etc. are the Contractor's responsibility.
- u. Daily clean-up, and final professional project clean-up.
- v. Costs resulting from inadequate supply of building materials, fuel, electricity, or skilled labor.
- w. Costs resulting from productivity loss.

- x. Working in extreme temperatures (below or above normal) or adverse conditions such as excessive rain, wind, sleet or snow.
- y. Differences in project size; complexity and location.
- z. All costs for other than discrete items of work specifically required to complete a TO.

4.6. Unit Pricing Information

4.6.1. The RS Means Building Construction Cost Data Book contains pricing information for the work to be accomplished and for the units of measure specified. This pricing guide is to be used by both the Government and the contractor to develop estimates and proposals for each task order including modifications. The line items in the cost estimating software include all material, equipment and labor cost. The **RS Means Facilities Repair Cost Data** software is located at www.rsmeans.com/products/books/2018-cost-data-books.aspx. The software contains pricing information for the work to be accomplished and for the units of measure specified.

4.6.2. **Means Cost Works** provides the unit pricing to be used on this contract. Estimates must be computed using the settings of “Facilities Repair, Union Labor”.

4.6.3. The contractor must utilize the most current version of RS Means Construction Cost and have it available for the first task order RFP. The RS Means Construction Cost Data is updated on an annual basis and each contractor must ensure the latest version is used when preparing proposals. The price must remain fixed throughout the task order even if the performance period extends into the next performance period.

4.6.4. The RS Means will be multiplied against the coefficient to determine the line item unit cost.

4.7. Bare (Direct Costs)

4.7.1. The contractor must furnish pricing (proposals) for the TO on a LINE ITEM BASIS. Each line item price must consist of BARE COSTS only, and must NOT include (INDIRECT) costs, such as: overhead (OH), general and administrative (G&A) cost, insurance, bonds and profit. The contractor’s OH/G&A and profit are to be included in the coefficient factors.

4.7.2. The Bare Cost for all Task Orders must be based upon RS Means pricing in effect at the time the proposal is due to the Government.

4.7.3. City Cost Index and Coefficient: The prices set forth in the RS Means Construction Cost Data Book in effect on the date each proposal is due, forms the basis against which the contractors co-efficient will be multiplied. The city cost index will not be utilized. The contractors co-efficient must include, incorporate and compensate for any applicable local city pricing factors.

4.7.4. Bare costs must be the total cost for each line item using the applicable total column multiplied by the number of units required for the project. Allowable bare costs must only include Divisions 1-34 and must exclude Division #0 (Special Sections). See full descriptions at <http://www.cfm.va.gov/til/spec.asp>.

[Division #1-General Requirements](#), [Division 2 - Existing Conditions](#), [Division 3 - Concrete](#), [Division 4 - Masonry](#), [Division 5 - Metals](#), [Division 6 - Wood and Plastic](#), [Division 7 - Thermal and Moisture Protection](#), [Division 8 - Doors and Windows](#), [Division 9 - Finishes](#), [Division 10 - Specialties](#), [Division 11 - Equipment](#), [Division 12 - Furnishings](#), [Division 13 - Special Construction](#), [Division 14 - Conveying Equipment](#), [Division 21 - Fire Suppression](#), [Division 22 - Plumbing](#), [Division 23 - Heat, Ventilating, and Air Conditioning](#), [Division 26 - Electrical](#), [Division 27 - Communications](#), [Division 28 - Electronic Safety and Security](#), [Division 31 - Earthwork](#), [Division 32 - Exterior Improvements](#), [Division 33 - Utilities](#), [Division 34 - Transportation](#)

4.7.5. All prices in the unit price are for completed and in-place construction unless explicitly described otherwise. All incidentals to include, but not limited to, nails, screws, weldments, and connectors are considered in the “**Unit Price line number**” cost. Line items are for end finishes. For example, Installation of line item “1/2” conduit” will include costs of couplings, straps, screws and any other materials required for complete installation of that line item. Where an assembly cost is provided (an example would be a brick wall), it must not be broken down into individual units and listed separately (in this case listing brick, mortar, horizontal reinforcement, etc.) Line item prices are for materials or equipment delivered to the job site.

4.7.6. Non-prepriced Items of work not covered by **Means Cost Works**, but within its scope, may be negotiated by the Contracting Officer, or his designated representative, this includes work that needs to be completed after normal working hours. Added items of work must be incorporated into and made a part of the task order in accordance with VAAR 852.236- 88, Contract Changes – Supplement (JUL 2002), and must be performed at the negotiated unit price. Non-prepriced work must be so noted on each task order. Non-prepriced proposals must be supported with verifiable documentationsupporting competitive quotes (minimum of two) catalogue prices, etc. for all non-prepriced items must be proposed in bare costs only (material, equipment, and labor) multiplied by the quantity and the overhead and profit rate.

4.8. DEMOLITION.

Selective removal type demolitions are listed in the UPB for all tasks that can be demolished, and do not include hauling costs. Site demolitions are assembly type of removals, and are to be used when appropriate. Line item demolition includes all attached appurtenances, for example, demolishing a door includes the hardware, and removing pipe includes all in-line fittings and valves. Unless explicitly required in the scope of work, demolition includes handling. Handling line items in the UPB are for the handling of debris that is present prior to the task order. Handling is also allowed when use of a chute or elevator is required. Line item demolition prices include disposal costs, whether salvageable or non-salvageable material.

5. TASK ORDER NEGOTIATION AND AWARD

5.1. SOLICITATION:

5.1.1. The contractor will receive from the Contracting Officer a Request for Proposal (RFP) for each individual task order. The RFP must include a Statement of Work, drawings (if any) and all applicable specifications. Only the VA provided sections of the Master Specifications that are provided to the contractor during negotiation of an individual task order applies to that task order. VHSO provided specification **01 00 00 General Requirements** applies to all task orders. The contractor must attend a site visit as arranged by the CO and the COR within time specified by the solicitation. After completion of the site visit, the contractors must submit task order proposals at the date and time determined upon by the contracting officer. Solicitations will be issued primarily by electronic means.

5.1.1.1. The Contractor must submit a complete proposal within a reasonable time frame, dependent on project magnitude but generally within +/- 10 working days. These time frames start after the site visit is accomplished and the Contractor has received all information required to complete the proposal

5.1.1.2. The Contracting Officer reserves the right to request that the Contractor provide a quicker response time for projects that are of an unusual and compelling urgency, on a case-by-case basis, or extend response time for unusual circumstances requiring extensive engineering or materials search support.

5.1.2. The contractor’s proposal must include all applicable Unit Price line numbers and the appropriate quantities for each. The proposal must also include any supporting material including, but not limited to: 1) subcontractors’ quotes; 2) supplier quotes 3) fully loaded wage rates and 4) technical documentation (i.e., drawings or sketches, catalog cuts, calculations, specifications, bills of material). The negotiated price of the non-prepriced items would be added to the amount derived in Paragraph 5.1.1 above to determine the total task order price. Non-prepriced items will be negotiated in accordance with VAAR 852.236-88, Contract Changes – Supplement (JUL 2002).

5.1.3. The Department of Veterans Affairs has a unilateral right to terminate, at any time, negotiations on a proposed task order. Circumstances that may prohibit the Government from issuing an individual task order include a lack of funding or changes in program requirements. If such circumstances arise, the Government is not obligated to reimburse the contractor for any costs incurred in the preparation of the task order proposal.

5.2. TASK ORDER PRICING:

5.2.1. The unit price for each applicable Unit Price line number must be multiplied by the quantity to derive extended line number prices. The extended line number prices must be added together. Only prices for material, labor and equipment under the “Bare Costs” category of the UPB must apply. **NOTE:** Equipment costs are typically included in the “labor” category of the UPB.

5.2.2. The total of the RS Means items and the total of non-prepriced working units, using the negotiated costs, will be added together and this total will be multiplied by the coefficient. Once both parties agree upon a price for the Task Order, that price becomes the firm-fixed price for all work required by the statement of work in that Task Order.

5.2.3. If a fair and reasonable price is not reached through the Task Order proposal process, the Individual Project will be withdrawn and the issuing Task Order Contract Specialist will use another vehicle to meet the needs of the Government.

5.2.4 On individual task orders, the contractor may offer a coefficient that is less than the coefficient found in Schedule B (Schedule of Services) of the contract, but cannot offer a coefficient greater than the applicable coefficient on Schedule B (Schedule of Services) of the contract.

5.3. TASK ORDER AWARD:

5.3.1. Task Orders will be issued on a SF1442 or other VA specified form. Orders will be placed primarily via electronic means. The appropriate issuing, administration, and payment offices will be cited on each Task Order.

5.3.2. Plans and Specifications. The Contractor will be provided an electronic copy of the Statement of Work and specifications and plans, if applicable. All further reproduction is at the Contractor's expense.

5.3.3. Notice to Proceed (NTP) will be issued separately, after receipt of acceptable performance and payment bonds where required, at the request of Engineering Service.

5.3.4. The Contractor must promptly notify the Contracting Officer upon entering any subcontract arrangement. Subcontracting a task order must not relieve the Prime Contractor of any responsibility under the award.

5.4. SUBMITTALS: In accordance with individual Task Orders specifications.

5.5. CONTRACT/TASK ORDER VALUE:

5.5.1. Guaranteed Minimum. The guaranteed minimum for this contract in its entirety is \$5,000,000.00 for the entire contract period.

5.5.2. Individual Orders. The maximum price for an individual task order will be \$500,000.00. The minimum price for individual orders must be no less than \$2,000.

5.5.3. Total Maximum. The total value of the contract must not exceed \$5,000,000.00 or 60-months. In conjunction with this performance period wage determinations will be visited at the 12-month period to address potential variance should they occur. The contract maximum is **not** a guaranteed amount.

6. TASK ORDER BONDING:

6.1. Bonds: offeror must provide a letter from a surety attesting to bond ability.

6.1.1. Performance **and** payment bonds are required as prescribed in FAR 28.102-1 for projects over \$150,000. Payment bonds must be provided for each task order more than \$35,000. Performance and payment bonds must be delivered to the Contracting Officer no later than ten (10) calendar days after award of each individual task order or at a date agreed upon with the Contracting Officer.

6.1.2. The penal sums of the performance and payment bonds are stated in FAR Clause 52.228-15, Performance and Payment Bonds – Construction (OCT 2010). The Contractor must not begin work until bonds, properly executed, and furnished to the Contracting Officer.

6.2. The bond cost for Task Order proposals be the actual amount the contractor expects to pay for the bond. In accordance with VAAR 852.228-70, Bond Premium Adjustment, when net changes in original contract price affect the premium of a Corporate Surety Bond by \$5 or more, the Government, in determining the basis for final settlement, will provide for bond premium adjustment computed at the rate shown in the bond.

6.3. The furnishing of bonds is an integral part of contract performance, and failure to provide bonds within the time frames specified must be cause for a default termination.

7. SCHEDULING OF WORK/COMMUNICATIONS:

7.1. Before commencement of work under an individual task order, the contractor must confer with the COR, and agree on items including, but not limited to: 1) sequence of procedures; 2) means of access to premises and building; 3) delivery of materials; and 4) storage of materials and equipment.

7.2. The work must, so far as practicable, be done in definite sections or divisions (phases), and confined to limited areas which must be completed before work in other sections or divisions (phases) is begun. Therefore, the contractor must provide a schedule of contract milestones that the Government will approve prior to beginning any given project of which will be incorporated into the awarded task order. At the beginning of each working day, the contractor must notify the COR of the location(s) where work is to be performed for that day.

7.3. The contractor must provide the Contracting Officer and the COR with the name, telephone number, pager number and cell phone number of the person who should be contacted in case of emergencies. This individual must have the authority to enter binding agreements with the Government.

7.4. All temporary outages of any utility services required for the performance of work must be scheduled with the COR no less than ten (10) working days in advance of such outages. If outage is longer than 8 hours, notice in writing, must be 15 working days in advance of proposed interruption. All requests for power outages must be submitted in writing.

8. CONTRACTOR'S MULTI-DISCIPLINE, MULTI-PROJECT CAPABILITIES:

The Contractor must possess the ability to manage construction with multi-discipline and multi-project programs. The Contractor must have the capability to perform in-house or by sub-contract each major functional discipline, to include but not limited to electrical, mechanical, heating and air conditioning, structural, paving, landscaping, painting, roofing, plumbing, and asbestos removal.

9. CONTRACTOR KEY PERSONNEL AND STAFF:

9.1. The contractor must be required to maintain a project manager, and have the capability of providing sufficient staff to respond to the requirements set forth in this contract, and provide the Contracting Officer a personnel list ten (10) calendar days prior to performance of the contract. The individual designated as the project manager must have full authority to act for the contractor. Key personnel to include but not limited to the Project Manager, Project Superintendent and Quality Control personnel must meet or exceed the position requirements, submitted on the contractor's proposal. The Government reserves the right to disapprove personnel based on the position requirements stated in the proposal. The contractor must be able to provide experienced and knowledgeable personnel in civil, structural, architectural,

mechanical, and electrical disciplines.

9.2. Throughout the life of this contract, whenever there are active TOs, the Contractors Project Manager (CPM) must be available during normal business hours to meet with the Contracting Officer (CO) or his/her representative, at the location specified, within twenty-four (24) hours after notification by telephone. The CPM must be available to meet with the CO or his/her representative within 24 hours when there are no active TOs. The CO must be able to contact the CPM always by dialing a local telephone number. The CPM must provide overall contract management, including full authority to develop TO proposals, negotiate, sign award/modification paperwork, supervise individual project superintendents, provide subcontract purchasing and administration, review material submittals and shop drawings, and must attend all weekly status meetings, site visits and final inspections. The CPM should have a minimum of 3 years' previous experience as primary manager of Government contracts or general contracting firm engaged in similar multiple discipline commercial construction projects. In addition, the CPM must be experienced with managing multiple subcontractors.

9.3. Whenever there are active TOs, contractor personnel with the following management or technical support capabilities must be available to properly manage/superintend all TO proposals being developed and/or work under construction

- a. Contractor's Project Superintendent (CPS) - Provides on-site supervision of active TOs. The CPS must visit each active project site daily, submit detailed weekly progress reports (AF Form 3065) for each Task Order, schedule and coordinate subcontractors and material suppliers, and attend all weekly status meetings, site visit and pre-final/final inspections. Superintendents should have a minimum of 3 years' previous experience as a project superintendent (exclusive of time employed as a tradesman or working foreman) for a general contracting firm overseeing one or more multi-discipline commercial construction projects. Subcontractor management or on-site personnel are not authorized to act in the Project Superintendent capacity. The contractor must provide 1 Project Superintendent per project.
- b. Contractor's Quality Control Manager (QCM) - Provide quality control management for all active TOs and execute the contractors Quality Control (QC) plan. The QCM must visit each active project site daily to ensure full compliance with all safety requirements and, verify that the materials and workmanship are in accordance with approved construction drawings, shop drawings, material submittals and technical specifications. The QCM must prepare and coordinate material submittal sheets and shop drawing submittals, prepare QC reports, schedule and coordinate testing procedures and attend all weekly status meetings, site visits and pre-final/final inspections. The QCM must be someone other than the CPM or CPS. QCM must have a minimum of 3 years' experience in Quality Control Management of multidiscipline construction projects. When the number of active TO's exceed those, which can be managed by one (1) QCM (normally 3), contractor must submit and have an alternate QCM.
- c. The contractor must provide contact information for all key personnel to include 24 hours' phone number and email address.

9.4. The Government reserves the right to review the resume of Contractor personnel proposed to be assigned to this contract. If the Contracting Officer questions the qualifications or competence of any individual performing under this contract, the burden of proof must be upon the Contractor.

9.5. The successful Contractor must staff the contract with personnel whose qualifications are equal to or better than those whose resumes were submitted with the proposal. In the event the Contractor decides to utilize personnel in the performance of the resultant contract for which resumes were not submitted at the time of proposal evaluation, the Contractor must, prior to the utilization of these personnel, submit their resumes to the Contracting Officer or his authorized Representative for approval.

9.6. The Contractor must be responsible for employing trained personnel to perform the tasks outlined in this document. The Contracting Officer reserves the right to determine if a given work history contains necessary and sufficient, directly related experience to reasonably ensure the ability for effective and efficient performance.

- 9.7. Individual resumes of key personnel must be submitted for personnel assigned to the duties required, i.e., Project Manager, Estimator, Contractor's Quality Control Manager (QCM), and Contractor Office Manager.
- 9.8. The Contractor must prepare and maintain an organization plan to perform Task Orders as they are assigned by the Contracting Officer. The plan must indicate all categories of personnel employed by the contractor and any subcontractors that will be utilized by the contractor. The plan must delineate how the contractor will perform work from the initiation of Task Order, proposal development phase and through the completion of construction of each Task Order initiated and completed under this contract. This plan must be submitted to the Contracting Officer within 30 days after award of this contract. A preliminary plan must be submitted with the contractor's proposal.
- 9.9. The Contractor must meet the following personnel qualifications:
- a. **PROJECT MANAGER (PM):** Serves as a full-time on-site Project Manager. The PM should, at a minimum, have an Engineering or Construction Science Degree in a discipline that is compatible with the building construction industry. PM must have a minimum of 3 years' experience in a building construction supervisory position, i.e., project manager and/or construction superintendent. Capability to direct work requiring extensive understanding of and intimate familiarity with the principles, methods, and techniques of architectural, civil, mechanical, and electrical engineering, with no one discipline predominating. Ability to recruit and manage qualified subcontractors in all construction disciplines from the local market in the VHSO area. Must be able to respond in a timely manner to all contractual agreements, instructions, and inquiries from authorized government personnel. Must understand and have knowledge of government construction requirements, and the IDIQ Contract in total. Must be able to prepare project proposals, be authorized to negotiate, and accept individual task orders issued under this contract. Another individual meeting the qualifications may be designated to act for the Project Manager; however, the Contracting Officer must be notified in writing at a minimum of forty-eight (48) hours in advance of such change. Notification must include exact duration (not to exceed 15 days) for temporary changes.
 - b. **CONTRACTOR'S QUALITY CONTROL MANAGER (QCM):** Serves as a full-time, on-site, Contractor Quality Control Manager. The CQC Manager works independently of the other contractor on-site personnel. The CQC manager, as a minimum, must have formal QC education and/or training in building construction inspection. Must have a minimum of 3 years' experience as a QC manager and/or senior QC inspector in the building construction industry. CQC manager must establish and maintain an effective quality control system that follows contract clause, Section E, "INSPECTION OF CONSTRUCTION". The CQC system consists of plans, procedures, and organization necessary to provide materials, equipment, workmanship, fabrication, construction and operations which, comply with contract requirements. The CQC system must be keyed to the proposed construction sequence. CQC managers must be able to perform daily QC inspections on all active construction projects and send a daily report to the Government on all active projects. CQC manager can assist the PM in preparation of critical path construction schedules. Two full-time persons are required by Section H, "CONTRACTOR QUALITY CONTROL SYSTEM".
 - c. **PROJECT SUPERINTENDENT:** This is a full-time on-site position for each Task Order. At no time throughout this contract must the superintendent serve as both a QC and superintendent for any Task Order issued under this contract. This individual will supervise the execution of the work on-site as stated in each Task Order. The project superintendent must have a minimum 3 years' experience as a superintendent for the building construction industry. Subcontractor management or on-site personnel are not authorized to act in the Project Superintendent capacity. The Project Superintendent must remain on the project through completion.

9.10. The contractor must be responsible for selecting personnel who are well qualified to perform the required work, for supervising techniques used in their work, and for keeping them informed of all improvements, changes, and methods of operation.

In addition:

9.10.1. The contractor must take appropriate personnel action, as required, in the event employee(s) become involved with law enforcement authorities because of misconduct. The Government will not exercise any supervision or control over contractor employees performing work under the contract. Such employees must be accountable solely to the contractor, not the Government. The contractor in turn, must be accountable to the Government for contractor employees.

9.10.2. In accordance with FAR Clause 52.222-54, Employment Eligibility Verification, it must be the responsibility of the contractor to ensure all contractor and subcontractor employees have been E-Verified prior to submitting the employees for an identification badge.

10. WASTE AND EXCESS QUANTITIES INCLUDED IN THE COMPLETED-IN-PLACE CONSTRUCTION QUANTITIES: Waste or excess material quantities are incidental costs that are included within the contract coefficient unless explicitly stated otherwise. Quantities used on individual task order proposals must be taken from field measurements or design plans, as appropriate, without allowance for waste. Contractor will be responsible for verifying and/or investigating all dimensions and quantities to be used. Unless specifically slated in statement of work, VA will not be responsible for any incorrect quantities.

11. JOB SITE:

11.1. This work is being performed in a hospital environment; therefore, the Contractor's performance of this contract must not interfere with Patient Care or Hospital Operation. If necessary for reasons of patient care/hospital operation, the VA (COR) may direct the Contractor to stop work or limit the types of work that can be performed. This may occur with little or no notice.

11.2. The contractor must have access to that portion of the area within which work is to be performed. The movement of contractor personnel, equipment, materials, and tools must be confined to this area so as not to interfere with ongoing hospital operations.

11.3. Parking at the VHSO is extremely limited and priority is given to VA patients, visitors and staff. If available, a laydown area on station will be provided to the general contractor. These spaces may or may not accommodate all the prime and sub-contractors parking needs for the task order. At times the contractor may need to make off-site arrangements for construction employee parking or arrange alternative worker transportation.

11.4. There is also very limited space for staging and storage of construction materials. VHSO will make every effort to find and assign some form of laydown area on station for the contractor. If no suitable space is available to meet the needs of the task order, at times the contractor may need to make off-site arrangements for storage of construction materials. NOTE: Available storage space may not be available near each project site.

11.5. Delivery of materials and equipment must be made with a minimum of interference to Government operations and personnel. All deliveries must be coordinated with the COR. The COR will determine appropriate time of delivery having minimum interference to Government operations and personnel. VA personnel must not assist with shipments or deliveries that are made to the job site. **Acceptance by the Government of delivered materials must be based on installation and inspection by Government personnel.**

11.6. The contractor must be responsible for providing all work site protective barriers and site control devices. This includes, but is not limited to protective fences, protective tapes and protective signage. The contractor must be responsible for providing all necessary traffic control (i.e., street blockages, traffic cones, and flagman) at no additional cost to the Government. Proposed traffic control methods must be submitted to the COR for final approval. No street or access way

must be completely closed to traffic without prior approval from the COR.

11.7. The contractor must take all precautions to ensure that no damage to private or public property will result from their operations. If such damages occur, the contractor must make all necessary repairs and/or replacements at no cost to the Government.

12. PROGRESS MEETINGS:

12.1. A weekly meeting (or more frequent if necessary) may be held between the contractor, the COR and/or CO to discuss work progress, problems and potential modifications. The contracting officer must be notified in advance of each meeting, and provided a progress report.

12.2. Initial conference: Before issuance of the first task order under the contract, a pre-construction conference may be conducted to acquaint the contractor with Government policies and procedures that are to be observed during accomplishing the work. It is strongly suggested that the contractor's Project Manager, Quality Control Manager, Superintendent, and other appropriate employees attend this meeting.

12.3. Individual task order conference: At the discretion of the Contracting Officer, or the COR, a pre-construction conference may be conducted prior to the commencement of work on individual task orders.

12.4 The contractor must provide a construction schedule as identified on the project specific requirements.

13. TASK ORDER STATUS REPORTS:

13.1. The contractor must prepare and furnish monthly progress report on all open task orders. Information contained in the status report must identify the contract number, task order number, task order description, task order award date, start date, dollar amount, required completion date, actual completion date (if completed), actual percent of work completed versus percent that was scheduled to be completed at that time.

13.2 The contractor must provide daily construction reports for each project. The reports must be submitted daily and are due by 8:00 am the following day. The reporting process must start at the Notice to Proceed. Standard format and forms will be provided by the COR.

14. CONTRACTOR QUALITY CONTROL & SAFETY ASSURANCE:

14.1. The Contractor must submit a Quality Control (QC) Plan to be applicable to all individual task orders to the Contracting Officer. This plan must be received by the Contracting Officer no later than twenty (20) calendar days after the award of the contract. The Government reserves the right to require the Contractor to make changes in the QC Plan and operations including removal of personnel, as necessary, to obtain the quality specified. After acceptance of the QC Plan, the Contractor must notify the Contracting Officer in writing of any proposed change. Proposed changes are subject to review and acceptance by the Contracting Officer/COR. Failure to implement or maintain an adequate QC Plan must be cause for a default termination of the contract. The QC plan must contain, as a minimum, the following items:

14.1.1. A description of the quality control organization, including an organization chart showing lines of authority and acknowledgement that the QC staff must report to the project manager or someone higher in the Contractor's organization;

14.1.2. The name, qualifications, duties, responsibilities, and authorities of each person assigned a QC function.

14.1.3. A copy of the letter to the Quality Control Manager, signed by an authorized official of the firm, which describes the responsibilities and delegates the authorities of the Quality Control Manager, must be furnished;

14.1.4. Procedures for scheduling, reviewing, certifying, and managing submittals, including those of subcontractors, off site fabricators, suppliers, and purchasing agents. These procedures must be in support of other directed submittal

procedures.

14.1.5. Procedures for tracking preparatory, initial, and follow-up control phases and control, verification, and acceptance tests including documentation. These include daily logs monitoring construction progress and explaining delay, deficiencies, and actions taken to correct these.

14.1.6. Methods used to ensure that all applicable OSHA regulations are adhered to.

14.1.7. Procedures for tracking construction deficiencies from identification through acceptable corrective action. These procedures must establish verification that identified deficiencies have been corrected

14.2. Task order modifications must be processed in accordance with the following understanding: Upon written request, the Contractor must submit a proposal for review by the Government. The proposal must be submitted to the Contracting Officer within the time limit indicated in the request or any extension thereto subsequently granted. Proposal must be submitted in sufficient detail to allow the Government to determine price reasonableness.

14.3. The Contractor must assume full responsibility and liability for compliance with all applicable OSHA regulations pertaining to the health and safety of personnel during the execution of work, and must hold the Government harmless for any action on his part or that of his employees or subcontractors, which results in illness, injury, or death. Contractors are required to report any accidents or injuries that occur on the job.

15. SUBCONTRACTORS:

15.1. The contractor must submit a list of subcontractors to be used on each individual task order on the SF 1413 form. The Government may unilaterally reject the use of certain subcontractors if they have been debarred from Federal procurements or if their past performance is not satisfactory.

15.2. If a subcontractor provides a proposal which includes RS Means items and items not included in RS Means (non-priced items), the RS Means items will be included in the section of the contractor proposal including RS Means work and only the items that are not included in RS Means will be negotiated as non-priced items. Because this is a firm-fixed price contract, there will be no additional markup by the contractor on any pre-priced work that may be performed by the subcontractor. Added un-priced work will be handled in accordance with VAAR 852.236-88, Contract Changes – Supplement (JUL 2002).

16. METRIC PRODUCTS:

Products manufactured to metric dimensions will be considered on an equal basis with those manufactured using inch-pound units, providing they fall within the tolerances specified using conversion tables and contained in the latest revision of Federal Standard No. 376, and all other requirements of this document are met. If a product is manufactured to metric dimensions and those dimensions exceed the tolerances specified in inch-pound units, a request should be made to the Contracting Officer, in writing, to determine if the product is acceptable. The Contracting Officer, in concert with the Contracting Officer's Representative (COR), will accept or reject the product.

17. CONTRACTOR RESPONSIBILITY:

Contractor must be required to complete all contract work and schedule a final inspection within the specified task order performance periods. Should the Contractor fail to complete the contract work (including scheduling of the final inspection), and it is determined by the Government to be a Contractor-caused delay, the Contractor must be in default status. If the Government determines it to be in the best interest of the Government to allow the Contractor to continue to perform contract work, the Contractor must provide equitable consideration to the Government for additional time granted for completion of contract work. Such agreement must not be deemed a waiver of the Government's right to terminate this contract in the event the Contractor fails to complete the contract work (including scheduling of the final inspection) on or before the completion date.

18. CONSTRUCTION WAGES:

Minimum rates of wages, required by the Davis-Bacon Act (40 U.S.C. 276a), as amended, to be paid the various classes of laborers and mechanics employed on this work.

19. TRAINING: (Completely covered specification *01 00 00 General Requirements*)

19.1. The Department of Veterans Affairs (VA) requires strict adherence to the Code of Federal Regulations 29, Part 1926, along with Infection Control Procedures and Interim Life Safety Measures that are contained in the contract drawings, Statement of Work and specifications. This includes the requirement that the contractor have a “Competent Person” on the job for each definable feature of work being performed. At least one of the prime contractor designated personnel: superintendent, project manager, quality control or safety officer, must be on site always during all work activities.

19.2. All **employees** of the general contractor and subcontractors must have the 10-hour OSHA certified construction safety course and/or other relevant competency training, as determined by the COR with input from the ICRA (Infection Control Risk Assessment) team. The **General Contractor’s competent person** must have completed the 30-hour OSHA certified construction safety course. Documentation of training must be submitted to the Contracting Officer for review and approval prior to any work being performed. **There must be no exceptions to this requirement.**

20. TB TESTING (Required):

When work is required near TB patients, it is the responsibility of the contractor to provide TB training annually and a PPD test for any employee(s) providing services at the VHSO. These test results must be made available to the CO and COR and are a requirement for obtaining an VHSO Contractor Work Badge. No general or subcontractor employee can perform any work on the VHSO facility without a current badge.

21. WORK BY THE GOVERNMENT:

The Government reserves the right to undertake performance by Government forces or other contractors, for the same type or similar work as contracted for herein, as the Government deems necessary or desirable, and to do so will not breach or otherwise violate this contract.

22. WORK BY OTHER CONTRACTORS:

There are multiple contracts and contractors working within the VA facility, coordination of contracts and contractors overall work and work areas are the responsibility of the CO and COR. There are also many IDIQ and other various contracts in effect within the VA facility. The issuing (or non-issuing) of task orders within the various IDIQ contracts is solely at the discretion of the CO. Having an awarded IDIQ contract does not guarantee the contractor issuance of any or all task orders to the one specific IDIQ contract.

23. CONSTRUCTION DATA PRICE ADJUSTMENTS:

23.1. The RS Means, Inc. Cost Works “Facilities Construction Cost Data” is the database to be used on this contract for pricing all pre-priced items.

23.1.1. Prior to the Government exercising contract options, economic price adjustments to the pre-priced items will occur annually in accordance with and upon receipt of the current edition of the RS Means.

23.1.2. The annual construction database price adjustments must apply to “Bare Costs” (excluding all Division 01 – General Requirements) as described in RS Means, Inc. “Facilities Construction Cost Data” The “Bare Cost” includes material, labor, and equipment costs as indicated in the database. The co-efficient must be negotiated and agreed to prior to initial contract award for the base year and for each of the option years.

23.2. The contractor must use the established prices in effect as of the date of request from the Government for an individual task order proposal.

24. **DAVIS-BACON WAGE DETERMINATIONS FOR OPTION PERIODS:**

The contractor must pay wages in accordance with the Davis-Bacon wage determinations incorporated in the contract. Wage determinations Fayetteville, AR will be incorporated into the base contract. Wage Determination shall be reviewed at 12-month periods to be incorporated into the contract if needed. The incorporation of new wage determinations shall not be a basis for renegotiation of the contract coefficients.

25. **GOVERNMENT FURNISHED PROPERTY:**

Government property to be used for any given project must be addressed in task order request for proposal.

26. **PRIVACY AND CONFIDENTIALITY:**

Contractors to the Department of Veteran Affairs may be unintentionally exposed to sensitive information. Information may be overheard, seen on documents or electronic devices, or observed that could potentially violate the privacy and confidentiality of our veterans, employees, volunteers, and their families. Regulations such as, but not limited to the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Freedom of Information Act (FOIA) and Privacy Act of 1974 have been enacted to protect sensitive information from being improperly disclosed. Information should not be divulged or released to anyone unless specifically authorized by this contract or its' attached documents in accordance with the contracted services. Failure to comply with applicable statutes and regulation can result in the termination of this contract and civil and criminal penalties, including fines and imprisonment. All suspected or actual breeches of privacy and confidentiality should be reported immediately to the Contracting Officer, Contracting Officer's Representative (COR) or the Facility Privacy Officer. All contractor employees must complete the online VHA Privacy Policy Awareness Training and sign the confidentiality and non-disclosure agreement prior to being issued a work badge. All contract personnel are required to complete VHA Privacy Policy Training on an annual basis and provide documentation of such to the COR. This training and certification can be completed through the Talent Management System (TMS) at <https://www.tms.va.gov/plateau/user/login.jsp> . Go to the search option and enter the word "privacy". Do not hit enter, but select the search button. Click on the link to any of the FY09 VHA Privacy Policy Training modules to begin (current version as of 10/25/2010). When finished, you must select the certificate link to print the certificate for the course completed.

27. **VETS 100:** Title 38, USC Section 4212(d) and Public Law 105-339, requires that federal contractors report, at least annually, the number and category of veterans who are within their workforce. Submission of the VETS 100 reporting information can be done electronically at: <http://vets100.cudenver.edu>. Therefore, all offerors are encouraged to file every year.

28. **System for Award Management (SAM):**

Federal Acquisition Regulations require that federal contractors register in the SAM database at <https://www.sam.gov/portal/public/SAM/> and enter all mandatory information into the system. **Award cannot be made until the contractor has registered.** Offerors are encouraged to ensure that they are registered in SAM prior to submitting their proposal.

29. **ONLINE REPRESENTATIONS AND CERTIFICATIONS APPLICATION (SAM).**

It is highly encouraged all contractors are registered in the SAM database <http://sam.gov> for the NAICS CODE listed on the SF1442 as an SDVOSB.

30. **REQUIRED REGISTRATION WITH CONTRACTOR PERFORMANCE SYSTEM (CPS):**

30.1. As prescribed in Federal Acquisition Regulation (FAR) Part 42.15 and VA IL 001AL-10-03, Feb 22, 2010, the Department of Veterans Affairs (VA) evaluates contractor past performance on all contracts that exceed \$650,000, and shares those evaluations with other Federal Government contract specialists and procurement officials. The FAR requires that the contractor be provided an opportunity to comment on past performance evaluations prior to each report closing. To fulfill this requirement VA uses an online database, the Contractor Performance System (CPS) which is maintained by the National Institutes of Health (NIH). <https://cpscontractor.nih.gov>. The CPS database information is shared with the Past Performance Information Retrieval System (PPIRS) database (<http://www.ppirs.gov>), which is available to all

Federal agencies. Help in registering can be obtained by contacting CPS Support E-mail (cps-support-1@list.nih.gov) or by calling (301) 451-2771. Registration should occur no later than thirty days after contract award, and must be kept current should there be any change to the contractor's registered representative.

31. CONSTRUCTION SECURITY REQUIREMENTS:

31.1. Security Plan

31.1.1. The security plan defines both physical and administrative security procedures that will remain effective for the entire duration of the project.

31.1.2. The General Contractor is responsible for assuring that all their employees and sub-contractors working on the project comply with the security plan.

31.2. Security Plan Procedures include

31.2.1. General Contractor's employees must not enter the project site without appropriate badge. They may also be subject to inspection of their personal effects when entering or leaving the project site. Badge information will be provided during the preconstruction meeting upon award.

31.2.2. For working outside the "regular hours" as defined in the contract, The General Contractor must give 3 days' notice to the Contracting Officer/Contracting Officer's Representative. This notice is separate from any notices required for utility shutdown described later in this section. "Regular Work Hours" as it relates to this contract is anytime Monday through Friday between 8:00am – 4:30 pm.

31.2.3. No photography of VA premises is allowed without permission of the CO/COR.

31.2.4. The VA reserves the right to close or shut down any project site and order General Contractor's employees off the premises in the event of a national emergency. The General Contractor may return to the site only with the written approval of the CO.

31.3. Key Control

31.3.1. The General Contractor must provide duplicate keys and lock combinations to the COR for security inspections for every area of the project including tool boxes and parked machines/vehicles stored on the premises in approved storage/parking areas. Storage and parking areas will be assigned during the preconstruction meeting after award.

31.3.2. The General Contractor must turn over all permanent lock cylinders to the VA locksmith for permanent installation.

32. INFECTION PREVENTION MEASURES: must be in accordance with (IAW) VHSO provided specification **00 35 26 Safety Requirements**.

33. NOTICE OF COMPLETION OF TASK ORDER/FINAL INSPECTION:

33.1 When the Contractor is ready for final inspection, he/she must request for a final inspection in writing to the Contracting Officer, unless prior verbal arrangements are made. These will be approved on a case by case basis. The final inspection will normally be requested 5 working days prior to the desired date or as otherwise negotiated with the Contracting Officer. **Final inspections must be scheduled at least 10 days prior to the completion date of the applicable task order, sufficient to permit correction of deficiencies noted during the pre-final inspection.**

33.2. Once the Contractor has requested a final inspection, the COR may then conduct a pre-final inspection. Any discrepancies noted must be corrected by the Contractor prior to any final inspection.

33.3 The final inspection will be performed with the Contractor, Engineering Services, and/or Contracting. The COR with the Contracting Officer may, at his/her discretion, include technical representatives from other areas of expertise such as Fire Protection, Safety, Bio-Environmental or any other Engineering Services shop. Any discrepancies noted will be corrected by the Contractor within ten (10) working days or as specified by the Contracting Officer, prior to final payment. The Contracting Officer reserves the right to either decline the Contractor request for a final inspection or suspend a final inspection, when it is evident that the Contractor is not ready for a final inspection. Five (5) percent of the total value of the project task order must be retained until all discrepancies are corrected.

34. CLEAN-UP OF CONSTRUCTION AREA:

34.1. The contract percentage factors (coefficient) include the cost of final cleanup on each individual task order.

34.2. Upon completion of project, or as work progresses, remove all construction debris from above ceiling, vertical shafts and utility chases that have been part of the construction.

34.3. Perform HEPA vacuum cleaning of all surfaces in the construction area. This includes walls, ceilings, cabinets, furniture (built-in or free standing), partitions, flooring, etc.

34.4. All new air ducts must be cleaned prior to final inspection.

34.5. Construction areas are to be cleaned throughout the construction process and not only at the end of the project.

35. CONTRACTING OFFICER/CONTRACTING OFFICERS REPRESENTATIVE:

35.1. The Contracting Officer has the overall responsibility for the administration of this contract. The CO alone, without delegation, is authorized to take actions on behalf of the Government to amend, modify or deviate from the contract terms, conditions, requirements, specifications, details and/or delivery schedules; issue task orders against the contract; make final decisions on disputed deductions from contract payments for nonperformance, or unsatisfactory performance; terminate the contract for convenience or default; and issue final decisions regarding contract questions or matters under dispute. However, the CO may delegate certain other responsibilities to the Contracting Officer's Representatives (COR).

35.2. All delegated duties will be specified in writing in the COR Appointment and Delegation Notice. The Delegation Letter must be signed and returned by the contractor as acknowledged receipt of the COR Delegation Notice.

36. DELIVERABLES:

Written deliverables and copies of all correspondence requiring a signature must be sent to the CO/COR. Additional reporting requirements may be found in the task order specifications.

37. TOILET FACILITIES:

The contractor's personnel will be permitted to use toilet facilities on the premises subject to regulation and control of the Contracting Officer Representative. In the event, none are available, the contractor must, at his own expense, provide portable facilities, as required. Availability of toilet facilities must be determined at time of negotiations for each Task Order.

38. EQUIPMENT DATA (For Warranty/Guarantee Items):

38.1. Major Equipment: The Contractor must provide a list of all equipment furnished and installed under this contract. This list must include, but not be limited to, each piece of equipment that has a serial number. Each listing must positively identify the piece of property by including all the following information: date installed/replaced, warranty/guarantee expiration date, item installed, type, model, serial number, style, voltage, cycles, horsepower, size,

quantity, frame, item cost, item replacement cost, and location of item/equipment. The list must be furnished to the Contracting Officer as one (1) reproducible and three (3) copies.

38.2. Major equipment includes, but is not limited to, air conditioners, air handlers, transformers, electric motors, compressors, condensing units, chillers, exhaust fans, generators and transfer switches. These pieces of equipment must have their operation and maintenance manuals (1 original and 3 copies) given to Engineering Services.

38.3. This is not meant to include light switches, fixtures, relays, contactors, valves, and such material items as piping, insulation, and minor component parts of larger assemblies.

39. INVOICES, INVOICING AND PAYMENT

39.1. Properly prepared invoices, on designated invoices forms provided at the pre-construction meeting, bearing the contract number, will be submitted to the Contracting Office designated in the task order award.

39.2. Payment will be made by paying office specified in the task order in accordance with the clauses Payments under Fixed-Price Construction Contracts, FAR 52.232-5 Payments under Fixed-Price Construction Contracts (Sept 2002), and Prompt Payment for Construction Contracts, FAR 52.232-27 Prompt Payment for Construction Contracts (Oct 2008).

39.3. All payments must be made by electronic transfer of funds (EFT). Electronic Invoice Presentment and Payment System. (See Web site at <http://www.fsc.va.gov/einvoice.asp>.) IAW (VAAR 852.232-72).

39.4. The Government will make payment through FMS-VA, Austin, Texas upon satisfactory completion of work AND receipt of a proper certification for payment.

39.5. Payment may be withheld unless all contractual requirements including but not limited to: RECEIPT OF PROPER WEEKLY PAYROLLS IAW DAVIS BACON REQUIREMENTS have been timely received.

40. INVOICES/PAYROLLS

40.1. Electronic Invoice Presentment and Payment System. (See Web site at <http://www.fsc.va.gov/einvoice.asp>.) IAW (VAAR 852.232-72).

40.2. Original invoices must be sent as per instructions below: The Department of Veterans Affairs Financial Services Center (VAFSC) began processing CONSTRUCTION invoices for the VA Medical Centers (VAMC) effective 11/15/ 2006. The VAFSC is the Designated Agency Office as defined in the Prompt Payment Act (PPA) for these payments. Thus, invoices you have previously submitted to the VAMC should now be faxed directly to 512-460-5545. Faxing your invoices to another location either at the VAFSC or the VAMC may result in delays in your construction payments. If you are not able to fax, please mail the invoice to the following address:

Department of Veterans Affairs
Financial Services Center
PO. Box 149975
Austin, TX 78714-8975

40.2. In accordance with the Prompt Payment Act, the VAFSC requires the following information for the invoice to be considered valid for payment. Invoices without the required information will be returned.

- Vendor name, invoice number, and date
- Remittance address (address where the payment is to be issued)
- Station Number, Purchase Order Number (PO#)
- Project Number (if available)

- Contract number
- Itemized description of goods or services, quantity, and unit price
- Total dollar amount of invoice
- Discount or net terms

- - - End of Section - - -