

SOLICITATION, OFFER, AND AWARD (Construction, Alteration, or Repair)	1. SOLICITATION NUMBER 36C25718R0612	2. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)	3. DATE ISSUED 09-06-2018	PAGE OF PAGES 1 89
	IMPORTANT - The "offer" section on the reverse must be fully completed by offeror.			

4. CONTRACT NUMBER	5. REQUISITION/PURCHASE REQUEST NUMBER	6. PROJECT NUMBER NONE
7. ISSUED BY Department of Veterans Affairs Network Contracting Office 17 2002 Scott Blvd Temple TX 76504	CODE	8. ADDRESS OFFER TO See Item #7
9. FOR INFORMATION CALL:	a. NAME Lindsey Hooge	b. TELEPHONE NUMBER (Include area code) (NO COLLECT CALLS) 254-899-6042

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)

Description: Firm-Fixed Price (FFP) Indefinite Delivery/Indefinite Quantity (IDIQ) Contract for Equipment Site Preparation for all Veterans Affairs Health Care Systems located within Veterans Integrated Service Network 17 (VISN17).

The VISN17 Equipment Site Preparation IDIQ acquisition will result in the award of five IDIQ contracts to provide multi-discipline design and construction services on an as-needed basis for high-tech, high-cost medical equipment site preparation in support of VISN17. Contractor(s) shall provide all construction and incidental design services necessary to prepare a site for installation of high-tech, high-cost medical equipment. Site preparation construction shall be in close adherence with equipment manufacturer's installation specifications, shop drawings, and instruction. Work shall include incidental design to possibly include structural, mechanical, electrical engineering, and architectural, as well as administration and coordination of various disciplines and stakeholders.

The total estimated cost of the contract(s) awarded under this solicitation, including all contract options, is \$17,000,000.00. The term of the IDIQ contract(s) will be for one (1) base year with four (4) one-year renewable options Not to exceed five (5) year's total. The maximum ordering limitation shall be \$17,000,000.00 for the life of the contract(s).

The guaranteed minimum amount for each resultant award is \$1,000.00 for the life of the contract, inclusive of options.

The MINIMUM ordering limit per task order is \$2,000.00. The MAXIMUM ordering limit per task order is \$3,000,000.00.

This acquisition shall be 100% set-aside for Service-Disabled Veteran-Owned Small Businesses (SDVOSB) in accordance with Public Law 109-461. In accordance with VAAR 819.7003, offerors must be Center for Veterans Enterprise (CVE) verified SDVOSB's at the time of offer, and prior to award.

Applicable NAICS Code is: 238390 - Other Building Finishing Contractors; Size Standard is: \$15M.

This is a competitive acquisition to be completed as a price past performance tradeoff (PPTO).

This acquisition features a "seed" project with a magnitude between \$100,000 - \$250,000 per VAAR 836.204(c).

A bid bond for the seed project in the amount of 20% is required.

NOTE: You must participate in the proposal process of the seed project to be considered for award.

11. The Contractor shall begin performance within <u>10</u> calendar days and complete it within <u>180</u> calendar days after receiving <input type="checkbox"/> award, <input type="checkbox"/> notice to proceed. This performance period is <input checked="" type="checkbox"/> mandatory <input type="checkbox"/> negotiable. (See <u>52.211-10</u>).	
12a. THE CONTRACTOR MUST FURNISH ANY REQUIRED PERFORMANCE AND PAYMENT BONDS? (If "YES," indicate within how many calendar days after award in Item 12B.) <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	12b. CALENDAR DAYS 10

13. ADDITIONAL SOLICITATION REQUIREMENTS:

- Sealed offers in original and 0 copies to perform the work required are due at the place specified in Item 8 by 1:00 PM CST (hour) local time 11-01-2018 (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.
- An offer guarantee is, is not required.
- All offers are subject to the (1) work requirements, and (2) other provisions and clauses incorporated in the solicitation in full text or by reference.
- Offers providing less than 180 calendar days for Government acceptance after the date offers are due will not be considered and will be rejected.

OFFER (Must be fully completed by offeror)

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

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

AMOUNTS

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

19. ACKNOWLEDGMENT OF AMENDMENTS

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

AMENDMENT NUMBER										
DATE.										

20a. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)	20b. SIGNATURE	20c. OFFER DATE
--	----------------	-----------------

AWARD (To be completed by Government)

21. ITEMS ACCEPTED:

22. AMOUNT	23. ACCOUNTING AND APPROPRIATION DATA
------------	---------------------------------------

24. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)	ITEM	25. OTHER THAN FULL AND OPEN COMPETITION PURSUANT TO <input type="checkbox"/> 10 U.S.C. 2304(c)() <input type="checkbox"/> 41 U.S.C. 3304(a) ()
---	------	--

26. ADMINISTERED BY Department of Veterans Affairs Central Texas Veterans HCS 1901 S. 1st Street Temple TX 76504	27. PAYMENT WILL BE MADE BY This is accomplished through the Tungsten Network located at: http://www.fsc.va.gov/einvoice.asp This is mandatory and the sole method for submitting invoices. PHONE: (877) 353-9791 FAX: (512) 460-5540
--	---

CONTRACTING OFFICER WILL COMPLETE ITEM 28 OR 29 AS APPLICABLE

<input type="checkbox"/> 28. NEGOTIATED AGREEMENT (Contractor is required to sign this document and return _____ copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all work requirements identified on this form and any continuation sheets for the consideration stated in this contract. The rights and obligations of the parties to this contract shall be governed by (a) this contract award, (b) the solicitation, and (c) the clauses, representations, certifications, and specifications incorporated by reference in or attached to this contract.	<input type="checkbox"/> 29. AWARD (Contractor is not required to sign this document.) Your offer on this solicitation is hereby accepted as to the items listed. This award consummates the contract, which consists of (a) the Government solicitation and your offer, and (b) this contract award. No further contractual document is necessary.
---	---

30a. NAME AND TITLE OF CONTRACTOR OR PERSON AUTHORIZED TO SIGN (Type or print)	31a. NAME OF CONTRACTING OFFICER (Type or print)
30b. SIGNATURE	31b. UNITED STATES OF AMERICA
30c. DATE	31c. AWARD DATE
	BY

Table of Contents

PART I - THE SCHEDULE	1
SECTION A - SOLICITATION/CONTRACT FORM	1
SF 1442 SOLICITATION, OFFER, AND AWARD (Construction, Alteration, or Repair)	1
A.1 IDIQ STATEMENT OF WORK	6
INFORMATION REGARDING BIDDING MATERIAL, BID GUARANTEE AND BONDS.....	22
INSTRUCTIONS, CONDITIONS AND OTHER STATEMENTS TO BIDDERS/OFFERORS.....	23
2.1 BASIS FOR AWARD	23
2.2 SEED PROJECT SCOPE OF WORK.....	33
2.3 List of Attachments.....	37
2.4 52.215-5 FACSIMILE PROPOSALS (OCT 1997).....	37
2.5 52.216-1 TYPE OF CONTRACT (APR 1984).....	37
2.6 52.222-5 CONSTRUCTION WAGE RATE REQUIREMENTS—SECONDARY SITE OF THE WORK (MAY 2014).....	38
2.7 52.222-23 NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY FOR CONSTRUCTION (FEB 1999).....	38
2.8 52.228-1 BID GUARANTEE (SEP 1996)	39
2.9 52.233-2 SERVICE OF PROTEST (SEP 2006)	40
2.10 52.236-27 SITE VISIT (CONSTRUCTION) (FEB 1995) ALTERNATE I (FEB 1995).....	40
2.11 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998).....	41
2.12 VAAR 852.228-72 ASSISTING SERVICE-DISABLED VETERAN-OWNED AND VETERAN-OWNED SMALL BUSINESSES IN OBTAINING BONDS (DEC 2009).....	41
2.13 VAAR 852.233-70 PROTEST CONTENT/ALTERNATIVE DISPUTE RESOLUTION (JAN 2008)	42
2.14 VAAR 852.233-71 ALTERNATE PROTEST PROCEDURE (JAN 1998)	42
2.15 VAAR 852.270-1 REPRESENTATIVES OF CONTRACTING OFFICERS (JAN 2008).....	43
REPRESENTATIONS AND CERTIFICATIONS.....	44
3.1 52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (JAN 2018)	44
3.2 52.209-7 INFORMATION REGARDING RESPONSIBILITY MATTERS (JUL 2013).....	48

3.3 52.209-13 VIOLATION OF ARMS CONTROLS TREATIES OR AGREEMENTS—CERTIFICATION (JUN 2018)	49
GENERAL CONDITIONS.....	52
4.1 52.203-14 DISPLAY OF HOTLINE POSTER(S) (OCT 2015)	52
4.2 52.204-19 INCORPORATION BY REFERENCE OF REPRESENTATIONS AND CERTIFICATIONS (DEC 2014)	53
4.3 52.209-9 UPDATES OF PUBLICLY AVAILABLE INFORMATION REGARDING RESPONSIBILITY MATTERS (JUL 2013)	53
4.4 52.211-10 COMMENCEMENT, PROSECUTION, AND COMPLETION OF WORK (APR 1984) ALTERNATE I (APR 1984).....	54
4.5 52.216-18 ORDERING (OCT 1995).....	54
4.6 52.216-19 ORDER LIMITATIONS (OCT 1995).....	55
4.7 52.216-22 INDEFINITE QUANTITY (OCT 1995).....	55
4.8 52.217-5 EVALUATION OF OPTIONS (JUL 1990).....	56
4.9 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999).....	56
4.10 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)	56
4.11 52.219-13 NOTICE OF SET-ASIDE OF ORDERS (NOV 2011).....	56
4.12 52.219-28 POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION (JUL 2013).....	57
4.13 52.222-35 EQUAL OPPORTUNITY FOR VETERANS (OCT 2015)	58
4.14 52.222-40 NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT (DEC 2010)	59
4.15 SUPPLEMENTAL INSURANCE REQUIREMENTS.....	60
4.16 52.232-19 AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR (APR 1984).....	61
4.17 52.244-2 SUBCONTRACTS (OCT 2010).....	61
4.18 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998).....	64
4.19 VAAR 852.203-70 COMMERCIAL ADVERTISING (MAY 2018).....	67
4.20 VAAR 852.211-74 LIQUIDATED DAMAGES (JAN 2008).....	67
4.21 VAAR 852.219-10 VA NOTICE OF TOTAL SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS SET-ASIDE (JUL 2016)(DEVIATION).....	67
4.22 VAAR 852.228-70 BOND PREMIUM ADJUSTMENT (JAN 2008).....	68
4.23 VAAR 852.232-72 ELECTRONIC SUBMISSION OF PAYMENT REQUESTS (NOV 2012)	68
4.24 VAAR 852.236-71 SPECIFICATIONS AND DRAWINGS FOR CONSTRUCTION (JUL 2002)	70
4.25 VAAR 852.236-72 PERFORMANCE OF WORK BY THE CONTRACTOR (JUL 2002) ALTERNATE I	70
4.26 VAAR 852.236-74 INSPECTION OF CONSTRUCTION (JUL 2002).....	71
4.27 VAAR 852.236-76 CORRESPONDENCE (APR 1984).....	71
4.28 VAAR 852.236-77 REFERENCE TO "STANDARDS" (JUL 2002).....	71

4.29	VAAR 852.236-78 GOVERNMENT SUPERVISION (APR 1984)	71
4.30	VAAR 852.236-79 DAILY REPORT OF WORKERS AND MATERIAL (APR 1984)	72
4.31	VAAR 852.236-80 SUBCONTRACTS AND WORK COORDINATION (APR 1984) ALTERNATE I (JUL 2002)	72
4.32	VAAR 852.236-83 PAYMENTS UNDER FIXED-PRICE CONSTRUCTION CONTRACTS (INCLUDING NAS) (JUL 2002) ALTERNATE I (JUL 2002)	73
4.33	VAAR 852.236-85 SUPPLEMENTARY LABOR STANDARDS PROVISIONS (APR 1984)	77
4.34	VAAR 852.236-86 WORKER'S COMPENSATION (JAN 2008)	77
4.35	VAAR 852.236-87 ACCIDENT PREVENTION (SEP 1993)	77
4.36	VAAR 852.236-88 CONTRACT CHANGES--SUPPLEMENT (JUL 2002)	77
4.37	VAAR 852.236-91 SPECIAL NOTES (JUL 2002)	80
4.38	VAAR 852.246-74 SPECIAL WARRANTIES (JAN 2008)	81
4.39	VAAR 852.246-75 WARRANTY FOR CONSTRUCTION--GUARANTEE PERIOD SERVICES (JAN 2008)	81
4.40	LIMITATIONS ON SUBCONTRACTING-- MONITORING AND COMPLIANCE (JUN 2011)	81
4.41	MANDATORY WRITTEN DISCLOSURES	82

A.1 IDIQ STATEMENT OF WORK

VETERANS INTEGRATED SERVICE NETWORK (VISN) 17

EQUIPMENT SITE PREPARATION IDIQ CONTRACT

January 2018

STATEMENT OF WORK

GENERAL

- A. Construction Contractor/Architect/Engineer, hereinafter referred to as the Contractor, shall provide all construction and incidental design services necessary for an indefinite delivery indefinite quantity type contract, various locations throughout the VISN 17 area, as directed by the Contracting Officer and the Contracting Officer's Representative COR, and as specifically described in task orders. These services shall include construction operations to prepare a site for installation of high tech high cost medical equipment. Site preparation construction to be in close adherence with equipment manufacturer's installation specifications, shop drawings and instructions. Work to include incidental design to possibly include structural, mechanical, electrical engineering, and architectural, as well as administration and coordination of the various disciplines and stakeholders involved.
- B. This is a firm-fixed price Indefinite Delivery/Indefinite Quantity contract. As such, the Contractor is informed that the fixed hourly rates for Professional Services shall include wages, overhead and profit. The actual amount of work to be performed, the time of such performance, the deliverables, and the location of the work will be determined by the Contracting Officers who will issue formally executed task orders to the Contractor. The only work authorized under this contract is that which is performed after receipt of such task orders.
- C. The Contractor shall, upon receipt of duly executed orders, perform all services as required in this contract and such further requirements as may be contained in orders for projects described herein. The Contractor shall complete all work and services under this contract within the period specified in task orders to be issued, except that no task order shall be issued hereunder after the expiration of this contract.
- D. The Government makes no guarantee as to the number of orders or actual amount of services which will be requested. Task orders issued during the effective period of this contract shall be completed by the Contractor within the time specified in the order. The rights and obligations of the Contractor and the Government respecting those orders shall be governed by the terms and conditions of the basic contract to the same extent as if completed during the effective period of the contract, provided that the Contractor shall not be required to perform any work under the contract after the time specified in the last order.

VALUE OF CONTRACT

- A. The minimum value of this contract shall be \$2,000, When a task order exceeding this value is awarded, the minimum amount will be de-obligated from the contract.

- B. The total contract amount for the base year and four option years, should the Government exercise its option for these years, shall not exceed \$17,000,000.
- C. The Contractor shall provide professional services on a fixed-price task order basis. In establishing the fixed price for individual task orders, the rates for the required professional services shall be in accordance with the fully burdened hourly labor rates listed in the Appendix to this document. The price for each individual task order shall be fixed in advance of performance of the work. The Contractor shall perform no additional work for which it will charge a fee more than the fixed-price of each task order without the advance written authorization of the contracting.

Rates applicable to option years 1, 2, 3 & 4 may be re-negotiated after an audit of the base year incurred costs has been performed.

COST OF MATERIALS/EQUIPMENT/ TRAVEL

The cost of any materials, equipment, or travel required to be furnished in conjunction with the services rendered herein shall be included in the firm-fixed price unless otherwise noted in the task order.

SCOPE OF WORK

GENERAL: The contractor will provide personnel, facilities, equipment, transportation, and supplies necessary to provide construction and technical services to VISN 17 health care systems, which include medical centers and outpatient clinics. The Contractor's work shall be in response to Government issued Task Orders and Change Orders.

- A. Place of Performance: Construction task orders are to be performed at one of seven (7) health care systems, or at one of their outpatient clinics located within their market area. Outpatient clinics may be VA owned or leased. Leased outpatient clinics will require incorporating the building owner and other permitting and inspection stakeholders as required.

Health Care Systems to be requested for consideration include:

- 1) VA North Texas Health Care System (Dallas, Bonham)
- 2) Central Texas VA Health Care System (Temple, Waco, Austin)
- 3) South Texas VA Health Care System (San Antonio, Kerrville)
- 4) Valley Coastal Bend VA Health Care System (Harlingen)
- 5) Amarillo VA Health Care System (Amarillo)
- 6) Big Spring VA Health Care System (Big Spring)
- 7) El Paso VA Health Care System (El Paso)

- B. Mobilization: The contractor shall have sufficient personnel, office space, equipment, and supplies available to perform the services as described in Task Orders and Change Orders issued in accordance with this contract. The Contractor will be afforded thirty 30 days to respond to requests for proposals for individual Task Orders and five 30 working days to mobilize personnel after award of a Task Order or Change Order under the contract unless

otherwise specified in the Change Order or Task Order. The level of support available shall remain flexible at all times in order to respond to individual Task Order or Change Order requirements.

- C. Limitation of Services: Services are to be provided for a period of 12 months commencing on the date of contract award. The performance period for services ordered during the initial 12 months may be extended six 6 months beyond the initial twelve 12 months resulting in a maximum eighteen 18 months performance period for any Individual Task Order.
- D. The Government, at its option, may extend the contract beyond the initial one-year period base year by four additional separate 12 month increments in accordance with the clause entitled "Option to Extend the Term of the Contract-Services". All orders during the option years may extend six 6 months beyond the expiration of that option period resulting in a minimum eighteen 18-month performance period for any individual Task Orders. Task Orders will be placed after the expiration of the last option period. Payments for the services will be made in accordance with the schedule in the Task Order.

LIST OF WORK ELEMENTS:

A list of possible work elements proposed to be accomplished in this contract is provided below. This list is not considered final and *may* be changed during any contract period by the Contracting Officer. New work elements will be within the terms of the contract

- 1) Schematic Design
- 2) Design Reviews through the Design Development stage of a project
- 3) Cost Estimates through the Design Development stage of a project
- 4) Construction Document Review
- 5) Specialty Consultants not available through the design A/E
- 6) Cost Estimates CD's and Construction changes
- 7) Constructability Review
- 8) Demolition and construction operations
- 9) Construction QA/QC
- 10) Construction submittal review
- 11) Consulting Services
- 12) Testing and Certification

Despite the possible services that could be required under this contract, a typical equipment site preparation construction is to be responsive to renovating an existing space in accordance with an aggressive equipment installation schedule and the manufacturer's installation requirements. A typical task order would require the following services:

- 1) Schematic Design
 - a. Gather data on equipment (shop drawings, and installation instructions)
 - b. Meet with stakeholders to verify site requirements (finishes, architectural changes)
 - c. Evaluation of infrastructure (HVAC, electrical, structural, etc.)
- 2) Construction Document Review – Design to only be at a level to ensure approval from stakeholders and allow construction to be completed. Full drawings and specifications are not required unless determined that additional detail is necessary for subcontracting or technically required.
- 3) Construction Submittal/Review/Approval – Only on required items, such as finishes.
- 4) Demolition/Construction

Physicist certification will be by VA upon completion of the task order.

Equipment installation, start up, and certification will be by equipment manufacturer.

SCHEDULE OF PERFORMANCE:

The required performance schedule will be set forth in each Task Order. Each task order will have a unique schedule that incorporates when the equipment will be manufactured and ready for installation, phasing and work hours based on patient care, and facility need for equipment. The Contractor will be provided this schedule and a mutually agreeable completion schedule will be established between the contractor and VA.

PERSONNEL REQUIREMENTS: Changes in Blue per Amendment 0003

- A. Contractor Program Manager: The Contractor will designate an individual to serve as the Program Manager between the Contractor's organization and the Government. This individual must have an overall knowledge of facility design, construction and administration. The Program Manager will have the authority to negotiate and accept Task Orders on the Contractors behalf and will have a technical and administrative knowledge of Task Orders in progress and completed.
- B. Technical Services: The contractor will have as part of their team technical design professionals to provide additional design and infrastructure assessment services that are required by the stakeholders or are a result of existing conditions.

CONTRACT ADMINISTRATION

The office having administrative jurisdiction over the IDIQ and subsequently issued task orders shall be:

Network Contracting Office 17 (NCO 17)
2002 Scott BLVD
Temple, Texas 76504
Network Contracting Office 17 (NCO 17) – All other locations

Only a warranted Contracting Officer acting within their delegated limits has the authority to issue modifications or otherwise change the terms and conditions of the IDIQ and subsequently issued task orders. If an individual other than the Contracting Officer attempts to make changes to the terms and conditions of the IDIQ or subsequently issued task orders, the contractor is hereby directed not to proceed with the change and immediately notify the Contracting Officer.

Each IDIQ contract will be assigned an individual contract number. Enumeration of task orders (TO), hereafter referred to as “task order” or “orders”, will consist of a sequential numbering system comprised of the IDIQ contract number and the corresponding task order number.

For accounting and appropriation data purposes, each task order shall be individually funded.

All correspondence and data submitted by contractors under the IDIQ must reference the contract number, task order number, project title, and project number, if applicable.

Awardees under the Basic Contract will generally be allowed 5-15 working days to prepare and submit proposals. However, more or less time may be necessary based on the requirements. The due date shall be set forth in each TO quote request. If an awardee is unable to perform a requirement, the awardee shall submit a “NO QUOTE” to the TO quote request. All “NO QUOTES” shall include a brief statement as to why the awardee is unable to perform.

While no mandatory requirement exists for the submission of a proposal, firms consistently declining to submit offers for reasons of availability may jeopardize their ability to receive future TO awards and may not have their option year exercised.

1. **HOURS OF OPERATION:** Normal hours of operation are Monday through Friday from 7:30AM to 4:00PM, excluding Federal holidays. The Contractor may be required to work other than normal hours of operation (e.g. night or weekends) and will be identified in individual TOs
2. **FEDERAL HOLIDAYS:**

The Federal Government observes the following days as holidays:

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

Thanksgiving Day Fourth Thursday in November

Christmas Day December 25th*

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

- a. Any other day designated by Federal Statute
 - b. Any other day designated by Executive Order
 - c. Any other day designated by the President’s Proclamation
 - d. The contractor will not be allowed to work/perform on these dates unless approved by the Contracting Officer. A written request must be submitted to and approved by the Contracting Officer at least five (5) working days prior to the Holiday.
3. NOTICE TO PROCEED: A Notice to Proceed will be issued in writing for each TO by the Contracting Officer. No work shall begin until receipt of this notice. Contract time shall commence on the day indicated on the Notice to Proceed for each TO.
 4. SCHEDULES FOR TASK ORDERS: Contractor shall, provide a schedule of work as outlined in individual task orders. Within 2 days from receipt of any subsequent request from the Contracting Officer, Contractor shall submit an updated schedule of proposed progress to ensure completion of the work within the time set forth in the contract. If Contractor's progress falls behind schedule by 5% or more, the Contractor shall take such action as necessary to improve his progress; in addition, the Contracting Officer may require the Contractor to submit a revised schedule and proposed plan of work to ensure completion of the work within the time(s) set forth in the contract.
 5. REQUIRED SUBMITTALS: The following is a general summary of the required submittals. Other submittals may be required as specified in each TO.

Submittal Title

Submittal Due

Schedule of Work	As outlined in Individual Task Orders
Job Specific Safety Plan	Prior to Notice to Proceed
Infection Control Plan	Prior to Notice to Proceed
Release of Claims Form	Prior to final payment

6. SECURITY: The area in which the work being performed may or may not be considered sensitive. As such, a TO may require all contractor and subcontractor personnel performing work on-site or accessing VA information systems to complete required training and/or be the subject of a background investigation and must receive a favorable adjudication from the VA Office of Security and Law Enforcement prior to accessing the facility. Failure to comply may result in Contractor personnel being barred from VA facilities and the contractor being terminated for default. Instructions for completing

background investigation requirements are attached (Attachment 3, Background Investigation). The contractor is required to submit to the Contracting Officer a list of all individuals scheduled to perform work. The list must include the following information:

- a) Individual's name;
- b) Driver's License Number;
- c) The type of work the individual will perform;
- d) The estimated dates the individual is expected to require access to the facility; and,
- e) Any other information required from the facility where the work will be performed.

7. DEFINITIONS-ADMINISTRATION TERMS:

- a) Calendar Days - Every day shown on the calendar, Saturdays, Sundays and holidays included.
- b) Change Order - An order issued to the Contractor by the Contracting Officer, pursuant to the "Changes" clause requiring work to be performed, within the general scope of the contract.
- c) Contracting Officer (CO) - The person executing this contract on behalf of the Government, including any duly appointed successor and authorized representatives of the Contracting Officer acting within the limits of his/her authority.
- d) Contracting Officer's Representative (COR) - The on-site contract administrator for the Contracting Officer.
- e) Contractor - The individual, partnership, joint venture, or corporation undertaking the execution of work under the terms of the contract and acting directly or through their agent, employees, or subcontractors.
- f) Drawings - The approved documents and reproductions of these documents, including plan and profile sheets, cross sections, site plants, diagrams, layouts, schematics, descriptive literature, illustrations, schedules, and similar documents showing details for construction of a facility.
- g) Equipment - All machinery and equipment, together with the necessary supplies for upkeep and maintenance, including tools and apparatus necessary for the proper construction and acceptable completion of the work.
- h) Labor Standards Provisions - Those statutory and regulatory requirements pertaining to the Contractor's employees and employment practices.
- i) Materials - Any substances for use in the construction of the project and its appurtenances.
- j) Schedule of Items - Schedule in the contract which contains a listing and description of construction items, quantities, unit of measure, method of measurement, unit price and amount.

- k) Special Project Specifications - Specifications which detail the conditions and requirements peculiar to the individual project, including but not limited to Department of Veterans Affairs Specifications, CSI format specifications and additions and revisions to Standard Specifications.
- l) Specifications - A general term applied to all written directions and requirements pertaining to performance of work.
- m) Standard Specifications - Specifications established for Region wide use for construction of facilities which cover most items of work likely to be performed; such as Earthwork, Base Courses, Pavement, Concrete, etc.
- n) Utility Services - Services such as electricity, gas, steam, water and sewage.
- o) Substantial Completion – Stage or designated portion of a construction project that is sufficiently complete in accordance with the contract for the owner to occupy and/or utilize it for its intended use, only minor, punch list type work remains.
- p) Final Completion – The final completion of the project, substantially in accordance with the Construction Contract, including, but not limited to, the completion of the punch list items. Substantial Completion of such Work is a prerequisite to Final Completion of same.

8. DESIGNATION OF CONTRACTING OFFICER'S REPRESENTATIVE:

The Contracting Officer will delegate an individual as the Contracting Officer's Representative (COR) at the time of each Task Order.

9. PRE-CONSTRUCTION CONFERENCE:

- a) Initial conference. The Contracting Officer may conduct a pre-construction conference to acquaint the Contractor with Government policies and procedures that are to be observed during the prosecution of the work, and to develop mutual understanding relative to the administration of the contract. It is strongly suggested that the Contractor's Project Manager, Quality Control Manager, Superintendent, and other appropriate employees attend this meeting.
- b) Individual task order conference. At the discretion of the Contracting Officer or his/her authorized representative, a pre-construction conference may be conducted prior to the commencement of work on individual task orders.

10. JOB SPECIFIC SAFETY AND INFECTION CONTROL PLAN: Prior to the pre-work meeting, the Contractor shall provide a written job specific safety plan that recognizes the inherently hazardous conditions that will exist on this contract. Some of these hazardous conditions are, but not limited to: heavy equipment operation, traffic control on haul routes, loading and unloading of materials, site security, noises and dust control and the use of personal protective equipment (PPE) in the work area. The plan shall be in accordance with OSHA and the Department of Veterans Affairs Infectious Control Regulation, or the more stringent industry requirement. The plan shall include all tasks and related activities anticipated to successfully complete the work.

11. **PROGRESS MEETINGS:** Progress meetings shall be held between the Contractor, Facilities Management Services (FMS), Contracting Officer, or his/her authorized representative, and the COR to discuss work progress, problems, and potential modifications. During the site visit on each task order, the Contractor shall confer with the medical facility's engineer, and agree on a sequence of procedures and means of access to premises and buildings; space for storage of materials and equipment; delivery of materials and use of approaches; use of corridors, stairways, and similar means of passage; and the location of partitions, eating spaces, and restrooms for the Contractor's employees.

12. **WORK BY THE GOVERNMENT:** The Government reserves the right to undertake performance of the work by any means determined appropriate and to do so shall not breach or otherwise violate this contract.

13. LIQUIDATED DAMAGES

- a) If the Contractor fails to complete the work within the time specified in a Task Order, or any extension, the Contractor shall pay to the Government as liquidated damages for each day of delay the amount shown in the Task Order for each calendar day until the work is completed. When the Task Order includes separate additional damages, they will be specified in the Task Order. The Contractor shall take all reasonable steps to mitigate liquidated damages.
- b) If the Government terminates the Contractor's right to proceed, liquidated damages accrue until the work is completed. These liquidated damages are in addition to excess costs of repurchase under the termination clause.
- c) If the Government does not terminate the Contractor's right to proceed, the resulting damage will consist of liquidated damages until the work is completed or accepted.
- d) For any number of Task Orders performed by the same contractor at one site for which liquidated damages for delay costs are applicable at the same time, the total daily liquidated damages will be limited to the damages for one impacted Task Order for each calendar day of delay except when separate additional damages are specified in an individual Task Order. These additional damages, if specified, shall be concurrent and cumulative and applied in addition to the basic liquidated damages noted in the Task Order. For any number of Task Orders performed by the same contractor at separate sites for which liquidated damages for delay are applicable at the same time, the total daily basic liquidated damages shall be the sum of the liquidated damages for each affected Task Order. These liquidated damages will be in addition to any separate additional damages specified in the individual task orders.

14. LIMITATIONS ON DAMAGES FOR DELAYS

The VA shall not be obligated or liable to the Contractor for, and the Contractor hereby expressly waives any claims against the VA on account of any damages, of any nature whatsoever, which the Contractor, or its subcontractor at any tier may incur as a result of delays, interferences, disruptions, suspensions, changes in sequence or the like arising

from or out of any act or omission of the VA , it being understood and agreed that the Contractor's sole and exclusive remedies in such an event shall be a reimbursement of direct costs necessarily incurred as a result of the foregoing causes, and an extension of the contract time, but only in accordance with the provisions of the Contract Documents.

15. TIME EXTENSIONS FOR UNUSUALLY SEVERE WEATHER

Unless specified otherwise in a task order, this paragraph specifies the procedure for the determination of time extensions for unusually severe weather. In order for the Contracting Officer to award a time extension under this clause, the following conditions must be satisfied:

- a) The weather experienced at the project site during the contract period must be found to be unusually severe, that is, more severe than the adverse weather anticipated for the project location during any given month.
- b) The unusually severe weather must actually cause a delay to the completion of the project. The delay must be beyond the control and without the fault or negligence of the contractor.
- c) Weather delays will be based on National Oceanic and Atmospheric Administration (NOAA) or similar data for the project location and will constitute the base line for monthly weather time evaluations. The contractor's progress schedule must reflect consideration of these anticipated adverse weather delays in all-weather dependent activities.
- d) Upon acknowledgment of the notice to proceed (NTP) and continuing throughout the contract, the contractor will record on the daily Contractor Quality Control (CQC) report, the occurrence of adverse weather and resultant impact to normally scheduled work. Actual adverse weather delays must prevent work on critical activities for 50 percent or more of the contractor's scheduled workday.
- e) The number of actual adverse weather delay days shall include days impacted by actual adverse weather (even if adverse weather occurred in previous month), be calculated chronologically from the first to the last day of each month, and be recorded as full days. If the number of actual adverse weather delay days exceeds the number of days anticipated in accordance with the criteria previously described above, the Contracting Officer will convert any qualifying delays to calendar days, giving full consideration for equivalent fair weather work days, and issue a bilateral modification.

16. CONTRACTOR STAFF AND EMPLOYEES

- a) Prior to commencing on-site construction, the contractor shall provide the Contracting Officer and Contracting Officer's Representative (COR) with a telephone number, and e-mail point of contact at which the contractor or his/her representative may be contacted at any time during regular working hours and an emergency number at which the contractor may be contacted in situations requiring immediate attention.

- b) Supervision. The Government shall not exercise any supervision or control over the contractor employees performing services under this contract; such employees shall be accountable not to the Government, but solely to the contractor, who in turn is responsible to the Government.
- c) Contractor's Employees. All work under this contract shall be performed in a skillful and workmanlike manner. The Contractor shall employ and utilize only experienced (or certified apprentice), responsible, and capable persons in the performance of work under this contract. All employees must be citizens of the United States or authorized aliens and shall be able to furnish proof of citizenship if asked to do so by the Contracting Officer. Only authorized Contractor personnel shall be admitted to the worksite at all times. The Contracting Officer may, in writing, require the contractor to remove from the job site, any employee the Contracting Officer deems incompetent, careless or otherwise objectionable.
- d) Superintendence. The contractor shall provide written delegation of a job superintendent, to the Contracting Officer, for superintendence at the work site while work is in progress. The superintendent shall have the authority to act on behalf of the contractor. The Contractor's superintendent is responsible for the day-to-day operations on the construction site and maintaining and conducting the quality control and subcontractor coordination responsibilities.
- e) Removal of Personnel. The Contracting Officer may require the Contractor to remove from the job those employees who endanger persons or property; those who manufacture, distribute, dispense, possess or use controlled substances at the worksite (52.223-6, Drug-Free Workplace); and those whose continued employment under this contract is inconsistent with the interest of security.
- f) Liability. The Contractor hereby agrees to release the Government (to include its Facility Director, personnel, agents, and employees) from any liability for any loss, damage, or injury sustained by the Contractor or his employees during the performance of this contract. The Contractor also agrees to indemnify the Government for any loss, damage, or injury to Government personnel or agents or other third parties, provided such loss to the Government is caused by the negligence of the Contractor or his personnel while performing this contract.
- g) Parking of contractor vehicles shall be restricted to the contractor's designed on-site area, work area, or other designated location as provided by the COR. The company name shall be prominently displayed on all construction vehicles parked on the job site. Parking is a premium at all VISN 17 Health Care System Facilities, with parking for the Veteran patients of the facility as the top priority, and the Contractor shall be required to comply with the COR instructions and all directions given by the government regarding areas designated for staging and parking of working vehicles.
- h) Security of material storage areas on the job site shall be the responsibility of the contractor. The area shall be kept neat and orderly and free of debris.

17. SCHEDULING OF PRE-FINAL AND FINAL INSPECTIONS

- a) Notification for Pre-final. The Contractor and the Government will jointly conduct a pre-final inspection prior to any final inspection. The Contractor shall make a request for the pre-final inspection, in writing, to the Contracting Officer and technical COR at least 5 business days prior to the desired date.
- b) Pre-final Inspection. Discrepancies noted will be furnished by the Government inspector to the Contracting Officer. The Contracting Officer is responsible for furnishing a complete punch list, in writing, to the Contractor. Items noted on the punch list will be completed prior to scheduling a final inspection. As-builts, real property data, warranties, manuals, etc., shall be turned-in at time of final inspection.
- c) Notification for Final Inspection. When the Contractor is ready for final inspection, it shall request so, in writing, to the Contracting Officer and to his / her duly authorized technical COR representative at least 10 business days prior to the desired date.
- d) Final Inspection. The final inspection will be performed, with the Contractor, by the Contracting Officer Representative (COR), consultant team, and/or representative of the using activity. The Contractor shall correct discrepancies noted within the time specified by the Contracting Officer.
- e) In the event the pre- final or final inspection will be conducted by a Government contracted service, (A&E firm or other contracted individual) the Contractor may be held liable for travel and labor costs if the project is not sufficiently complete and the inspection must be rescheduled or an additional inspection is required.

Requests for Proposals/Quotation (RFP/RFQ)

1. When the Government requires work under the IDIQ, an RFP or RFQ will be issued, as appropriate, normally **posted with a RFP or RFQ number. Your firm will have been invited by the procuring Contracting Officer (for that task order) on the Electronic Contract Management System (eCMS) Vendor Portal located at the following web link <https://www.vendorportal.ecms.va.gov>** (Note this is a VA Secure Website so you must use the HTTPS instead of HTTP to open the website) **The task orders will be limited to those Contractors who receive a IDIQ contract award. Contractors who are not correctly registered and active in the VA Vendor Portal database at the time VA Contracting releases and RFP or RFQ will NOT be eligible for a task award against that solicitation.** Projects will be of varying size and complexity. The request will include information such as a statement of work, specifications, drawings, attachments, information pertaining to a site visit and any other requirements for submission (e.g. proposal requirements, price schedule, etc.). Projects may include, but are not limited to, complete plans and specifications for all elements of work or limited specifications.
2. The basis of award for Task Orders will be stated in the RFP or RFQ. HUB-Zone preference of FAR Subpart 19.13 and the Small Business Competitiveness Demonstration Program of FAR Subpart 19.10 **do not apply** to this IDIQ. These contracts are 100% set-aside under the Veteran's First Contracting Program codified at 38 U.S.C. §§ 8127 and 8128.

Response to POSTING TO THE RFP or RFQ on the VA VENDOR PORTAL

1. IDIQ contractors shall keep an up-to-date email address on file with the Contracting Officer at all times and shall ensure that their information in the VA Vendor Portal is current. Backup addresses are encouraged. Upon notification the contractor shall acknowledge receipt of the offering in the Vendor Portal. **No other means of notification will normally be used. The Government will not be responsible for lack of notification(s) for contractors who fail to maintain current email addresses, or monitor the VA Vendor Portal.**

Task Order Competition

1. A wide variety of projects, determined by the contracting officer to be within the scope of this contract, will be offered to IDIQ contractors.
2. All eligible IDIQ contractors will be provided a fair opportunity to compete for each project offered under this contract unless the following (FAR 16.505(b) (2)) exceptions apply.
 - a. The agency's need for the services or supplies is of such urgency that providing such opportunity to all such contractors would result in unacceptable delays;
 - b. Only one such contractor is capable of providing the services or supplies at the level of quality required because the services or supplies ordered are unique or highly specialized;
 - c. The task or delivery order should be issued on a sole source basis in the interest of economy or efficiency because it is a logical follow-on to an order already issued under the contract, provided that all awardees were given a fair opportunity pursuant to the procedures in this clause to be considered for the original task order;
 - d. The Contracting Officer may consider such factors that the Contracting Officer, in the exercise of sound business judgment, believes are relevant to the placement of orders.
3. Timely performance by a IDIQ contractor is very important. **Failure to prosecute the work diligently, on a currently awarded task order, could result in a negative past performance rating that could affect an offeror's competitiveness for an award of future task orders.**
4. IDIQ contractors are expected to submit an offer on all projects offered. In the event a contractor is unable to submit an offer in response to a posting on the VA VENDOR PORTAL, the Contractor shall notify the Contracting Officer electronically via e-mail or through the VA Vendor Portal.
5. The Contractor will not be reimbursed for proposal preparation, attendance during negotiations, site visits, walk-through or other pre-award Task Order costs.

Site Visits

1. Offeror's attendance at walk-through (site visits) is considered vital to preparation of competitive and cost-effective offers, and to understanding the total results desired by the

Government. **Although Site Visits are not mandatory, they are STRONGLY ENCOURAGED** and failure to attend walk-through may not be used as an excuse for omission or miscalculation in offers which become firm-fixed price task orders.

Proposal Contents

1. The basis of award of each task order will be stated in the RFP or RFQ. Contractors shall respond within the number of calendar days stated in the RFP or RFQ by submitting **an electronic proposal** to the Contracting Officer **through the VA Vendor Portal** in accordance with requirements stated in the RFP or RFQ.
2. Proposal Pricing Schedules. The Government's payment for the items listed in the Pricing Schedules of individual Task Orders will constitute full compensation to the Contractor for-- (1) Furnishing all plant, labor, equipment, services, appliances, and materials; and (2) Performing all operations required to complete the work in conformity with the drawings and specifications. The contractor shall include in the prices for the items listed in the Pricing Schedule all costs for performing the work in the specifications, whether or not specifically listed in the Pricing Schedule.
3. Deviations and Alternate Proposals. Offerors shall specifically identify all deviations from the minimum RFP or RFQ requirements in a cover letter in a section entitled "Alternate Proposal" or "Deviations." This requirement also applies for all proposal revisions and Final Proposal Revisions. Proposed alternates/deviations shall specifically address in detail the alternate and rationale for proposing. Alternate solutions and deviations shall include separate pricing information. **If an alternate/deviation is proposed, the work as specified in the solicitation must also be priced to be considered responsive to the RFP or RFQ.**
4. The non-price factors and price factors will vary depending on the unique requirements for each Task Order. In addition to price the RFP or RFQ may indicate in the offering other factors (Past Performance and/or Technical considerations) that will be considered in the evaluation offer.
5. Past Performance, within a five (5) year period, on previously awarded Task Orders under the IDIQ or work on any awards completed for the Department of Veteran Affairs anywhere in the United States and work done for commercial sources may all be considered. Past performance may be evaluated in terms of quality, timeliness, management effectiveness or other factors that the Contracting Officer determines to be relevant to award on a particular Task Order. In rare instances technical factors may be considered.

Task Order Evaluation Method and Procedures

1. When an RFP or RFQ is issued, the Government intends to select the most advantageous, responsive, and responsible proposal, price and other factors considered. Each RFP or RFQ will describe the criteria to be utilized in evaluating Task Order proposals.
2. Discrepancies in the Evaluation of Offers Submitted in Response to RFP or RFQ for Individual Task Orders may be handled by VA Contracting with letters of clarification to the apparent successful offeror.

3. For purposes of price evaluation, the Government will proceed on the assumption that the Offeror intends the proposed price to be evaluated on basis of the unit prices, the totals arrived at by resolution of arithmetic discrepancies as provided above.
4. Discounts: Prompt payment discounts will NOT be considered in the evaluation of offers. However, any offered discount will form part of the task order award terms and conditions. Discounts will be taken if payment is made within the discount period indicated in the offer by the offeror. As an alternative to offering a prompt payment discount in conjunction with the offer, offerors awarded task orders may include prompt payment discounts on individual invoices.
5. Evaluation of Option Reference (FAR 52.217-5). When option line items are included in the Task Order RFP or RFQ, the Government **MAY (depending on term of each individual task order)** evaluate offers for the purpose of awarding Task Orders by adding the total price for all options to the total price for the basic requirement, unless specifically stated otherwise in the Task Order Offering. **Evaluation of options will not obligate the Government to exercise the option(s).**
6. The Government reserves the right to reject any and all offers.

Award Decision

1. Whenever possible, award will be made without discussions.
2. If discussions are required, each IDIQ contractor will be requested to provide a final proposal revision, unless eliminated from discussions through the establishment of a competitive range.
3. If the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals.
4. Task Order award will be made based on the best value to the Government in accordance with the criteria described in the RFP or RFQ. **When price is the only factor considered, award will be based on the lowest reasonable and realistic price received.** Proposals unrealistically high or low in price, when compared to the Government estimate, and market conditions evidenced by other competitive proposals received, may be indicative of an inherent lack of understanding of the solicitation requirements and may result in proposal rejection without discussion.
5. The award will be a firm fixed-priced Task Order with a specific completion date or performance period. **When Options are included in the Task Order Price Schedule, and the option(s) are not exercised at time of award, the Task Order will specify the number of days after notice to proceed for exercising the Options.** Contractor consideration, for successful order completion, will be taken into account by VA when specifying how far out an Option can be exercised after notice of award. Task Order Options, when exercised, shall not extend the original performance period of the Task Order unless so noted in the Option line item details.

Task Order Issuance

1. Task Orders will be issued on a SF 1442. Orders may be issued orally, via mail, telephone, facsimile or by electronic means. If mailed, a Task Order is considered "issued" when the Government deposits the order in the mail. The appropriate issuing, administration, and payment offices will be cited on each Task Order.
2. Plans and Specifications. All reproductions of required project plans, specifications, and supplemental documents shall be at the Contractor's expense. The Government may, after time of award to the successful contractor, provide a copy in paper format or as electronic media, such as web postings, e-mail or CD ROM, at its option.
3. The Government shall issue a Notice to Proceed (NTP) separately, after receipt of acceptable performance -payment bonds, acceptable number of approved key project submittals, preliminary construction schedule, receipt of sub-contractor list, and delegation of project super intendant and project manager as applicable to the Task Order.

In the event it becomes necessary to negotiate with one firm on a sole-source basis the following procedures will be used:

1. Circumstances Permitting Sole Source Orders. All IDIQ Contractors will be given a fair opportunity to submit a proposal on projects unless the Contracting Officer determines:
 - a. An urgent need exists and seeking competition would result in unacceptable delay
 - b. Only one Contractor is capable at the level of quality required because the requirement is unique or highly specialized or
 - c. A sole source is in the interest of economy and efficiency as a logical follow-on to an order already competed.

Requirement for Cost and Pricing Data (Sole Source Task Orders)

2. Unless an exception applies to the sole source task order, or a waiver has been granted, **certified cost or pricing data is required at the threshold contained in FAR 15.403-4 (currently \$750,000)**. When required the contractor shall submit to the contracting officer the following in support of any proposal:
 - a. Cost or pricing data in the format designated by the Contracting Officer.
 - b. Require any subcontractor or prospective subcontractor to submit to the prime contractor or appropriate subcontractor tier cost or pricing data in the format designated by the Contracting Officer.
 - c. A certificate of current cost or pricing data, in the format specified in FAR 15.406-2 certifying that to the best of its knowledge and belief, the cost or pricing data were accurate, complete, and current as of the date of agreement on price or, if applicable, an earlier date agreed upon between the parties that is as close as practicable to the date of agreement on price.
1. Any services to be furnished under this contract will be ordered by issuance of Task Orders by the individuals or activities designated in this contract. Any Contracting Officer, assigned to Network Contracting Office 17 (NCO17), or as approved in writing

by the issuing office Contracting Officer, is authorized to issue orders under the IDIQ contracts within the individual's warrant levels.

2. Orders may be issued from date of contract award until the last day of the basic contract period and any options exercised. The total term of the contract, including options, may not exceed four years.
3. All Task Orders are subject to the terms and conditions of this contract. In the event of conflict between a Task Order and this contract, the contract will control. The Government reserves the right to incorporate additional clauses, as appropriate, into individual Task Orders solicitations and awards as specific needs arise and will be entered into on a mutual basis with the contractor.
4. Protests. In accordance with FAR 16.505(a) (10), no protest under Subpart 33.1 is authorized in connection with the issuance or proposed issuance of an order under a Task Order Contract or Delivery Order Contract except for (A) A protest on the grounds that the order increases the scope, period, or maximum value of the contract; or (B) A protest of an order valued in excess of \$10 million. Protests of orders in excess of \$10 million may only be filed with the General Accountability Office, in accordance the procedures at 33.104(ii).
5. Ombudsman. If the Contractor believes it was not fairly considered for a particular Task Order, the Contractor may present the matter to the Contracting Officer. The Contractor may appeal the explanation or decision of the Contracting Officer to the Ombudsman, who is the, Director of Contracting, NCO17. The Ombudsman will review the Contractor's complaint, and in coordination with the Contracting Officer, ensure that the Contractor was afforded a fair opportunity to be considered for the Task Order.

INFORMATION REGARDING BIDDING MATERIAL, BID GUARANTEE AND BONDS

INSTRUCTIONS, CONDITIONS AND OTHER STATEMENTS TO BIDDERS/OFFERORS

2.1 BASIS FOR AWARD

The source selection process for the VISN 17 Equipment Site Prep IDIQ will be completed as a price past performance tradeoff (PPTO), where there is a tradeoff between price and past performance factors and will allow the Government to accept other than the lowest priced proposal. Past Performance is significantly more important than price. For the Master IDIQ Contract, the Lowest Priced, Highest Past Performance (PPTO) Rated Offerors will determine the best value basis for contract awards.

The Lowest Priced, Highest Past Performance Rated approach will best achieve the objective of awarding contracts to Offerors for VISN 17 Equipment Site Prep expertise with qualities that are most important to VISN 17, including Past Performance and Relevant Experience.

The IDIQ will issue Multiple Awards to a maximum of 5 contractors. Even if there is a single price difference between Offeror 5 and Offer 6, only the Offeror in the 5th position will receive an award. In the event of a tie at the maximum number 5 position, all Offerors tied at the 5th position will receive an award. NOTE: A tie is determined exclusively at the 5th position when two or more Offeror's propose identical prices and are assigned a Substantial Confidence. If a tie occurs at any other position before the 5th position, the tie does not result in two or more Offerors holding that same numbered position. For example, if two Offerors propose an identical price and both receive a Past Performance Rating of Substantial Confidence at the 2nd available position, one tied Offeror will take the 2nd position and the second tied Offeror moves into the 3rd position.

The Government will strictly enforce all of the proposal submission requirements outlined in the solicitation. Failure to comply with these requirements will result in an Offeror's proposal being rejected as being materially non-conforming to solicitation requirements.

The Government intends to award contracts without discussions. Initial proposals must contain the best offer. The Government may conduct clarifications, as described in FAR 15.306(a). The Government reserves the right to conduct discussions if determined necessary.

B. FACTORS TO BE EVALUATED

1. TECHNICAL ACCEPTABILITY (SDVOSB AND BONDING)
2. PAST PERFORMANCE
3. PRICE

C. EVALUATION APPROACH - All proposals shall be subject to evaluation by a team of Government personnel. The Government reserves the right to award without discussions based

upon the initial evaluation of proposals. The proposal will be evaluated strictly in accordance with its written content. Proposals which merely restate the requirement or state that the requirement will be met, without providing supporting rationale, are not sufficient. Offerors who fail to meet the minimum requirements of the solicitation will be rated Unacceptable and thus, ineligible for award.

All Offerors are advised that, in the interest of efficiency, the Government reserves the right to conduct the evaluation in the most effective manner. Specifically, the Government will first conduct a technical acceptability review of all Offerors, ensuring that all Offerors are verified at <https://www.vip.vetbiz.gov/> as SDVOSB's under the applicable NAICS Code 238390 – Other Building Finishing Contractors which has a \$15 Million small business size standard, then ensuring that all Offerors are able to meet the Bonding requirement of \$4 Million. Any Offeror who receives a rating of Unacceptable in any part of the technical acceptability review will be eliminated from consideration for award. Subsequently, the Government will evaluate the total proposed price of the Seed Project of all Offerors. Thereafter, the Government will evaluate the Past Performance proposal of the five (5) lowest priced Offeror's only. If the lowest priced Offeror(s) Past Performance proposals are determined to be rated as Substantial Confidence, the Government may make award to those Offeror's without further evaluation of the remaining Offeror's Past Performance Proposals. If any of the lowest priced Offeror's Past Performance Proposals are determined to be rated other than Substantial Confidence, then the Government may evaluate the next lowest priced Past Performance Proposal, and so forth and so on, until the Government reaches a total of five (5) lowest priced Past Performance Proposals that are determined to be rated as Substantial Confidence. However, the Government reserves the right to evaluate all Offeror's Past Performance Proposals should it desire to conduct discussions, or otherwise determine it to be in the Government's best interest.

The proposal will be evaluated strictly in accordance with its written content. Proposals which merely restate the requirement or state that the requirement will be met, without providing supporting rationale, are not sufficient. Offerors who fail to meet the minimum requirements of the solicitation will be rated Unacceptable and thus, ineligible for award.

1. Factor 1: TECHNICAL ACCEPTABILITY (Acceptable/Unacceptable).

Sub Factor 1 - (Acceptable/Unacceptable) – Verification at <https://www.vip.vetbiz.gov/> as a SDVOSB under NAICS Code: 238390 – Other Building Finishing Contractors which has a \$15 Million small business size standard.

Sub Factor 2 - (Acceptable/Unacceptable) – Bonding Capacity – Min \$4M.

2. Factor 2: PAST PERFORMANCE.

The Past Performance evaluation will assess the relative risks associated with an Offeror's likelihood of success in fulfilling the solicitation's requirements as indicated by that Offeror's record of past performance. In this context, "Offeror" refers to the proposed prime contractor and all proposed major subcontractor(s). A major subcontractor is defined as one whose

subcontract is for more than 25% of the total proposed price. In either case, the prime contractor and proposed major subcontractor(s) will be assessed individually and the results will then be assessed in their totality to derive the Offeror's Past Performance rating. A joint venture will be assessed on the combined performance of each or as a team of the joint venture offerors.

1. **Sub-Factor 1** – Recent Successful Past Performance: Offerors are required to demonstrate recent successful performance under contracts that demonstrate that they have successfully performed construction to prepare a space for installation of major medical equipment in a hospital environment as a prime contractor within the last three (3) years (calculated from the solicitation issue date).
 - a. Provide a detailed summary of the most recent five (5) projects that include:
 - b. Owner Government Agency/Company which awarded contract
 - c. Location (physical address)
 - d. Project Name
 - e. Project Description (Details of equipment site preparation requirements, challenges and solutions)
 - f. Project Cost and Cost Control Measures (original and final contract costs, contract mods, cost containment measures, value engineering, etc.)
 - g. Project Performance Period (Initial/Actual, schedule impacts and efficiencies)
 - h. Owner POC (Name, Title, Telephone Number, Email)
 - i. Subcontractors (Rolls, Responsibilities, Percent of work)

In addition, for each project submitted, Offeror's shall provide a narrative that describes recent successful performance and demonstrates experience working with major medical equipment manufacturers to prepare a site for installation of their equipment. Information should include details on complexity, magnitude, challenges, and degree of success. Offeror is encouraged to include supporting documents such as photographs that support the narrative.

The Offeror shall provide a narrative of recent past experiences with construction projects that were non-typical due to complexity, schedule, unforeseen site conditions, or other unusual factors, and provide details on how the offeror overcame those challenges.

2. **Sub-Factor 2:** Construction Management Capability: The following sub factors listed are equal in importance. The elements listed are in no priority order and responses to each element will be treated as part of the whole. The Offeror shall provide the following supporting the ability of contractor personnel to capably manage the project on site. The information shall demonstrate that the Contractor has experience and/or knowledge sufficient to ensure compliance with drawings, specifications and Medical Center policies.

- a. **Sub-Factor 2.1 – Key Personnel Qualifications**

The Offeror shall submit GSA Standard Form 330, ARCHITECT-ENGINEER QUALIFICATIONS for their technical consultant that demonstrates experience with construction for installation of highly technical high-cost medical equipment in a health care environment.

b. Sub-Factor 2.2 – Safety & Infection Control

The Offeror shall demonstrate knowledge of and experience and compliance with OSHA, NFPA and VA requirements for safety during construction in a health care environment. The Offeror shall provide examples that demonstrate their understanding and experience with an Infection Control Risk Assessment (ICRA), Pre-construction Risk Assessment (PCRA), and Interim Life Safety Measures (ILSM) in a health care environment.

The Offeror shall describe methods to be used to ensure that an OSHA certified Competent Person will maintain a presence at the work site whenever work is being done. The Offeror shall describe methods to be used to ensure all workers shall have received the required minimum 10-hour OSHA training.

The Government will conduct a performance risk assessment based on the quality, relevancy and recency of the Offeror's past performance, as well as that of its major subcontractors, as it relates to the probability of successful accomplishment of the required effort. Offerors are cautioned that the Government will review available past performance data available in the Past Performance Information Retrieval System (PPIRS). The Government reserves the right to obtain past performance information from any available source and may contact customers other than those identified by the Offeror when evaluating past performance. Since the Government may not necessarily interview all the sources provided by the Offerors, it is incumbent upon the Offerors to explain the relevance of the data provided. Offerors are reminded that the burden of proving low performance risk rests with the Offerors.

The Government will review aspects of cost, schedule and performance. Areas to be evaluated may include but are not limited to quality of Construction service, timeliness of performance or adherence to performance schedules, controlling project cost, and/or effectiveness in program management (to include use and control of subcontractors).

In the case of an Offeror without a record of relevant past performance or for whom information on past performance is not available, the Offeror may not be evaluated favorably or unfavorably on past performance.

3. Factor 3: PRICE EVALUATION APPROACH

Fixed Price: Fixed Price: The Government will evaluate offers by adding the total of all line item prices for the “seed project”. The Total Evaluated Price will be that sum. The Government will evaluate price to determine whether proposals are fair and reasonable. Offerors shall complete Appendix- Professional Service Labor Rates and submit with the Price Volume. (Note:

In accordance with (IAW) FAR 28.101-1, if a bid-bond is required then a performance and payment bond is required.)

SEED PROJECT SCHEDULE: Changes in Blue per Amendment 0003

CLIN	Unit	Unit Price	Qty	Description	Item Net Cost
0001	JB		1	Contractor shall provide all equipment, labor, material, transportation and supervision to for <u>Site Prep for Radiology Room 257 in accordance with the SOW</u>	
0002	JB		1	<u>Payment and Performance Bonds</u>	

C. PROPOSAL SUBMISSION

1. INTRODUCTION

The Offeror's proposal shall be submitted electronically by the date and time indicated in the solicitation via email in the files set forth below. The Offeror's email proposal shall consist of four (4) volumes. The Volumes are I -Technical Acceptability, II – Past Performance, III – Price and IV – Solicitation, Offer & Award Documents. The use of hyperlinks in proposals is prohibited. The subject of the email shall be: VISN17 Equipment Site Prep IDIQ Proposal – Company Name, Volume I, II, III and IV or multiple emails with the applicable Volume identified in the Subject Line.

2. PROPOSAL FILES. Offeror's responses shall be submitted in accordance with the following instructions:

a. **Format.** The submission shall be clearly indexed and logically assembled. Each volume shall be clearly identified and shall begin at the top of a page. All pages of each volume shall be appropriately numbered and identified by the complete company name, date and solicitation number in the header and/or footer. Proposal page limitations are applicable to this procurement. The Table below indicates the maximum page count for each volume of the Offeror's proposal. All proprietary information shall be clearly and properly marked. If the Offeror submits annexes, documentation, attachments or the like, not specifically required by this solicitation, such will count against the Offeror's page limitations unless otherwise indicated in the specific Volume instructions below. Pages in violation of these instructions, by exceeding the total page limit for a particular volume, will not be evaluated. The page count will be determined by counting the pages in the order they come up in the print layout view.

b. **File Packaging.** All the proposal files shall be submitted individually.

c. **Content Requirements.** All information shall be confined to the appropriate file. The Offeror shall confine submissions to essential matters, sufficient to define the proposal and provide an adequate basis for evaluation. Offerors are responsible for including sufficient

details, in a concise manner, to permit a complete and accurate evaluation of each proposal. The titles and page limits requirements for each file are shown in the Table below:

Volume Number	Factor	File Name	Page Limitations*
Volume I	Technical Acceptability	Tech.pdf	5 pages
Volume II	Past Performance	Past Perf.pdf	40 pages
Volume III	Price/Cost**	Price.xls	None
Volume IV	Solicitation, Amendments, Offer & Award Documents, Certifications & Representations	OfrRep.pdf	None

A Table of Contents and/or a glossary of abbreviations or acronyms will not be included in the page count of the technical Volume. However, be advised that all information contained within any Table of Contents and/or glossary of abbreviations or acronyms submitted with an Offeror's proposal will not be evaluated by the Government.

(i) **VOLUME I – 1. TECHNICAL ACCEPTABILITY (Acceptable/Unacceptable).**

Sub Factor 1 - (Acceptable/Unacceptable) – Verification at <https://www.vip.vetbiz.gov/> as a SDVOSB under NAICS Code: 238390 – Other Building Finishing Contractors which has a \$15 Million small business size standard.

Sub Factor 2 - (Acceptable/Unacceptable) – Bonding Capacity – Min \$4M.

(ii) **VOLUME II – PAST PERFORMANCE.**

The Past Performance evaluation will assess the relative risks associated with an Offeror's likelihood of success in fulfilling the solicitation's requirements as indicated by that Offeror's record of past performance. In this context, "Offeror" refers to the proposed prime contractor and all proposed major subcontractor(s). A major subcontractor is defined as one whose subcontract is for more than 25% of the total proposed price. In either case, the prime contractor and proposed major subcontractor(s) will be assessed individually and the results will then be assessed in their totality to derive the Offeror's Past Performance rating. A joint venture will be assessed on the combined performance of each or as a team of the joint venture offerors.

Sub-Factor 1 – Recent Successful Past Performance: Offerors are required to demonstrate recent successful performance under contracts that demonstrate that they have successfully performed construction to prepare a space for installation of major medical equipment in a hospital environment as a prime contractor within the last three (3) years (calculated from the solicitation issue date).

- a. Provide a detailed summary of the most recent five (5) projects that include:
- b. Owner Government Agency/Company which awarded contract
- c. Location (physical address)
- d. Project Name
- e. Project Description (Details of equipment site preparation requirements, challenges and solutions)
- f. Project Cost and Cost Control Measures (original and final contract costs, contract mods, cost containment measures, value engineering, etc.)
- g. Project Performance Period (Initial/Actual, schedule impacts and efficiencies)
- h. Owner POC (Name, Title, Telephone Number, Email)
- i. Subcontractors (Rolls, Responsibilities, Percent of work)

In addition, for each project submitted, Offeror's shall provide a narrative that describes recent successful performance and demonstrates experience working with major medical equipment manufacturers to prepare a site for installation of their equipment.

Information should include details on complexity, magnitude, challenges, and degree of success. Offeror is encouraged to include supporting documents such as photographs that support the narrative.

The Offeror shall provide a narrative of recent past experiences with construction projects that were non-typical due to complexity, schedule, unforeseen site conditions, or other unusual factors, and provide details on how the offeror overcame those challenges.

Sub-Factor 2: Construction Management Capability: The following sub factors listed are equal in importance. The elements listed are in no priority order and responses to each element will be treated as part of the whole. The Offeror shall provide the following supporting the ability of contractor personnel to capably manage the project on site. The information shall demonstrate that the Contractor has experience and/or knowledge sufficient to ensure compliance with drawings, specifications and Medical Center policies.

Sub-Factor 2.1 – Key Personnel Qualifications

The Offeror shall submit GSA Standard Form 330, ARCHITECT-ENGINEER QUALIFICATIONS for their technical consultant that demonstrates experience with construction for installation of highly technical high-cost medical equipment in a health care environment.

Sub-Factor 2.2 – Safety & Infection Control

The Offeror shall demonstrate knowledge of and experience and compliance with OSHA, NFPA and VA requirements for safety during construction in a health

care environment. The Offeror shall provide examples that demonstrate their understanding and experience with an Infection Control Risk Assessment (ICRA), Pre-construction Risk Assessment (PCRA), and Interim Life Safety Measures (ILSM) in a health care environment.

The Offeror shall describe methods to be used to ensure that an OSHA certified Competent Person will maintain a presence at the work site whenever work is being done. The Offeror shall describe methods to be used to ensure all workers shall have received the required minimum 10-hour OSHA training.

The Government will conduct a performance risk assessment based on the quality, relevancy and recency of the Offeror's past performance, as well as that of its major subcontractors, as it relates to the probability of successful accomplishment of the required effort. Offerors are cautioned that the Government will review available past performance data available in the Past Performance Information Retrieval System (PPIRS). The Government reserves the right to obtain past performance information from any available source and may contact customers other than those identified by the Offeror when evaluating past performance. Since the Government may not necessarily interview all the sources provided by the Offerors, it is incumbent upon the Offerors to explain the relevance of the data provided. Offerors are reminded that the burden of proving low performance risk rests with the Offerors.

The Government will review aspects of cost, schedule and performance. Areas to be evaluated may include but are not limited to quality of Construction service, timeliness of performance or adherence to performance schedules, controlling project cost, and/or effectiveness in program management (to include use and control of subcontractors).

In the case of an Offeror without a record of relevant past performance or for whom information on past performance is not available, the Offeror may not be evaluated favorably or unfavorably on past performance.

(iii) VOLUME III– PRICE FACTOR

Fixed Price: The Government will evaluate offers by adding the total of all line item prices for the “seed project”. The Total Evaluated Price will be that sum. The Government will evaluate price to determine whether proposals are fair and reasonable. Offerors shall complete Appendix- Professional Service Labor Rates and submit with the Price Volume. (Note: In accordance with (IAW) FAR 28.101-1, if a bid-bond is required then a performance and payment bond is required.)

SEED PROJECT SCHEDULE: Changes in Blue per Amendment 0003

CLIN	Unit	Unit Price	Qty	Description	Item Net Cost
0001	JB		1	Contractor shall provide all equipment, labor, material, transportation and supervision to for <u>Site Prep for</u>	

				<u>Radiology Room 257 in accordance with the SOW</u>	
0002	JB		1	<u>Payment and Performance Bonds</u>	

(IV) VOLUME IV - SOLICITATION, OFFER AND AWARD DOCUMENTS AND CERTIFICATIONS/REPRESENTATIONS.

Certifications and Representations - An authorized official of the firm shall sign the SF 1442 and all certifications requiring original signature. An Acrobat PDF file shall be created to capture the signatures for submission. This Volume shall contain the following:

- a. Solicitation Section A – Standard Form SF1442) and Acknowledgement of Amendments, if any.
- b. Any proposed exceptions to solicitation terms and conditions

Offerors are hereby advised that any Offeror-imposed terms and conditions which deviate from the Government's material terms and conditions established by the Solicitation, may render the Offeror's proposal Unacceptable, and thus ineligible for award.

E. DEFINITIONS

1. Past Performance Factor Rating Definitions. The Past Performance Factor rating will be expressed as an adjectival assessment of High Risk, Moderate Risk, Low Risk or Unknown Risk.

Past Performance Rating Key	
Rating	Definition
Substantial Confidence	Based on the offeror's recent/relevant performance record, the Government has a high expectation that the offeror will successfully perform the required effort.
Satisfactory Confidence	Based on the offeror's recent/relevant performance record, the Government has a reasonable expectation that the offeror will successfully perform the required effort.
Limited Confidence	Based on the offeror's recent/relevant performance record, the Government has little expectation that the offeror will be able to successfully perform the required effort.

No Confidence	Based on the offeror's recent/relevant performance record, the Government has no expectations that the offeror will be able to successfully perform the required effort.
Unknown Confidence (Neutral)	No recent/relevant performance record is available or the offeror's performance record is so sparse that no meaningful confidence assessment rating can be reasonably assigned.

Past Performance Relevancy	
Rating Key	
Rating	Definition
Very Relevant	Past performance effort involved essentially the same scope and magnitude of effort and complexities this solicitation requires.
Relevant	Past performance effort involved similar scope and magnitude of effort and complexities this solicitation requires.
Somewhat Relevant	Past performance effort involved some of the scope and magnitude of effort and complexities this solicitation requires.
Not Relevant	Past performance effort involved little or none of the scope and magnitude of effort and complexities this solicitation requires.

2. Deficiency. A material failure of a proposal to meet a Government requirement or a combination of significant weaknesses in a proposal that increases the risk of unsuccessful contract performance to an unacceptable level.

3. Strength. Any aspect of a proposal when judged against a stated evaluation criterion, which enhances the merit of the proposal or increases the probability of successful performance of the contract. A significant strength appreciably enhances the merit of a proposal or appreciably increases the probability of successful contract performance.

4. Weakness. A flaw in the proposal that increases the risk of unsuccessful contract performance. A significant weakness in a proposal is a flaw that appreciably increases the risk of unsuccessful contract performance.

2.2 SEED PROJECT SCOPE OF WORK

Site Prep for Radiology Room 257

West Texas VA Health Care System

Statement of Work

October 18, 2017

BACKGROUND: The West Texas VA Health Care System (WTVAHCS) currently has a requirement for Exam and Control rooms (totaling approximately 415 sq. ft.

OBJECTIVE and STATEMENT OF WORK Contractor shall provide all equipment, labor, material, transportation and supervision to replace and install:

1. Furnish the applicable architectural design and engineering (such as, structural, mechanical, plumbing, and electrical) services to the extent needed for production of the Work. Those services will be furnished by architects and engineers licensed in the jurisdiction where the Work will be performed.
2. Furnish a ground penetrating radar survey of the existing concrete floor slab within the Site in the areas where floor penetrations will be located. A written report of that survey will indicate the location of the existing floor slab rebar and other in-slab obstructions. A copy of that report will be furnished.
3. Retain a set of Siemens Medical Solutions site-specific equipment installation drawings at the Site, and redline those drawings to indicate any deviations made from the requirements indicated in those drawings during the production of the Work.
4. Furnish an electronic copy of the record drawings showing material changes in the Work made during construction based on markup drawings and other Work changes made by the Work contractors during their performance of the Work.
5. Work hours shall be from 8:00 A.M. until 4:30 P.M. local Site time, Monday through Friday, excluding Customer observed holidays.

TASKS AND DELIVERABLES: REQUIREMENTS AND CONSIDERATIONS

1. Core drill the concrete floor within the Site to accommodate the installation of conduit, ducting, or piping.
2. Remove the existing diagnostic imaging system's slab-embedded floor anchors and baseplate from the Exam room after the removal of that system.
3. Remove portions of the existing overhead equipment support system components from the Exam room. Store those components for reinstallation.
4. Remove the existing cabinetry from the Exam room.

5. Remove the existing non-asbestos flooring, adhesive, and base materials throughout the site.
6. Remove the existing ceiling panels and grid from the Site.
7. Remove portions of the existing fire sprinkler system components from the Site. Store those components for reinstallation.
8. Remove the existing ceiling diffusers, grilles, HVAC ductwork, and light fixtures from the site. Clean and store the diffusers and grilles for reinstallation.
9. Remove the existing HVAC fan coil unit located at the ceiling grid height. Store that component for Reinstallation.
10. Remove the existing diagnostic imaging system's main disconnect panel from the Site.
11. Remove the existing diagnostic imaging system's power feeder conductors from the existing diagnostic imaging system's main disconnect panel to the source electrical panel in the Electrical room (approximately 150 linear feet). The existing power feeder conduit and fittings will remain and be reused.
12. Remove the abandoned in-floor electrical cable ducting and surface-mounted or exposed electrical conduits, cable ducting, junction boxes, and panels from the Site that hinder the production of the work.
13. At the core drilled locations, fill the voids around new duct, conduit, and pipe installations with high early strength concrete that is similar to the existing penetrated concrete material.
14. Furnish and install fast curing high strength concrete patching material to fill the existing floor depressions and the openings where the existing in-floor electrical cable ducting has been removed in the Exam room.
15. Furnish and install a self-leveling cementitious underlayment (Ardex K15 or equal) in the Exam room to the extent necessary to (i) fill the existing floor depressions and the openings where the existing floor anchors and baseplate(s) have been removed, and (ii) level the existing floor in the area below the diagnostic imaging system so it complies with the Pre-Installation Manual's specifications.
- 16 Reinstall the existing overhead equipment support system components in the Exam room that were removed as described in Division 02 of this Scope of Work.
17. Furnish and install a 3-rail overhead equipment support system (Unistrut type P1001 or equal) attached to the existing overhead facility structure, to accommodate the installation of the diagnostic imaging system's overhead components in the Exam room. The overhead equipment support system includes painted closure strips.
18. Furnish and install metal support materials on the walls to attach, where applicable, the casework and the diagnostic imaging system's cabinets to the walls.
19. Furnish and install one-hour fire-rated wood blocking on the walls to attach, where applicable, the casework and the diagnostic imaging system's cabinets to the walls.
20. Furnish and install an 8'-0" long x 24" deep plastic laminate countertop with a 4" back splash in the Control room. This countertop will be installed at the height designated by Customer. The

countertop includes three 3" hole(s) with grommet(s) for cable access. The countertop includes a plastic laminate surface shelf for the diagnostic imaging system's CPU.

21. Countertops and casework will be fabricated and installed in accordance with the "custom grade" specifications and standards set forth in Sections 10 (Casework) and 11 (Countertops) of the Architectural Woodwork Standards, 1st Edition, published jointly by the Architectural Woodwork Institute, Architectural Woodwork Manufacturers Association of Canada, a Woodwork Institute.

22. Furnish and install caulking and, where applicable, fire rated sealant compounds at the Work penetrations. The fire rated materials will be consistent with the fire rating of the penetrated building component.

23. Furnish and install caulking at countertops, back splashes, and cabinets.

24. Furnish and install approximately 3 linear feet of new Control room wall in the Control room constructed from 5/8" drywall (both sides) on 3-5/8", 20-gauge metal studs, 16" on center extended to the structure above the existing Control wall.

25. Patch, include priming if applicable, the areas of the existing walls within the Site damaged by the production of the work floors:

26.. Furnish and install approximately 415 sq. ft. of vinyl composition floor tile throughout the Site, using materials similar to the existing floor tiles.

27. Furnish and install 6" rubber base throughout the site ceilings:

28. Furnish and install approximately 415 sq. ft. of suspended ceiling panels (2' x 2') in a new pre-finished white steel grid system at a minimum height of 9'-0" above the finished floor throughout the site.

29. Prime the new walls, doors, and door and window frames and spot prime bare areas of the existing doors and door and window frames throughout the site.

30. Paint the existing and new walls and door and window frames throughout the Site with 2 coats of latex paint.

31. Paint the new electrical cable ducting and conduit throughout the Site with 2 coats of latex paint similar to the paint color on the adjacent walls.

32. Existing door finishes will remain as is, unchanged.

33. Paint finish will be similar to the existing paint finish in nearby areas.

Radiation Shielding:

34. The existing radiation (x-ray) shielding will remain as is, unchanged, except for furnishing and installing 1/16" thick lead patches at the Work penetrations in the existing radiation (x-ray) shielding in the walls of the Exam room.

35. Furnish and install 1/16" thick lead patches at the Work penetrations in the existing radiation (x-ray) shielding in the walls of the Exam room.

36 Reinstall the removed fire sprinkler system piping and sprinkler heads within the Site, relocating and supplementing those components if and to the extent necessary to comply with the governing codes and regulations. Those supplemental sprinkler heads and piping will be consistent with the existing facility fire sprinkler component standards and will be connected to the existing fire sprinkler system piping within the Site.

37. Reinstall and relocate the removed supply and return diffusers and grilles. That Work includes furnishing and installing supplemental ductwork within the Site, if and to the extent necessary to accommodate the location of the diffusers.

38. Reinstall the removed HVAC fan coil unit.

39 Furnish and install a new 5-wire, 3-phase electrical feeder consisting of new conductors in the existing conduit rated for 100 amps at 480 volts for the new diagnostic imaging system. The feeder will extend from an existing breaker in the existing electrical distribution panel located in the Electrical room (approximately 150 linear feet from the perimeter of the Site).

40. Lighting: Furnish and install a total of 6 new 2' x 2' LED light fixtures at various locations throughout the Site. Connect to existing circuits located within or near the Site.

41. Furnish and install a total of 6 new recessed LED can light fixtures with dimmers at various locations throughout the Site. Connect to existing circuits located within or near the Site.

42. Furnish and install one new x-ray in use light (similar to existing x-ray in use lights) above the door to the Exam room.

43. Furnish and install the electrical connections consisting of new (wire, conduit, and fittings) between the new diagnostic imaging system's components and the diagnostic imaging system's new main disconnect panel.

SECURITY: This service does not involve contractor connection of one or more contractor-owned IT devices (such as laptop computer or remote connection from a contractor system) to a VA internal trusted (i.e., non-public network); therefore, Information Technology (IT) Security certification and accreditation (authorization) (C&A) requirements do not apply per VA Handbook 6500.6 The C&A requirements do not apply and that a Security Accreditation is not required.

DELIVERY LOCATION: All work related to this contract shall be accomplished at the WTVAHCS, 300 Veterans Blvd. Big Spring, Texas.

COMPETENCY OF PERSONNEL: Personnel shall be authorized by the contractor to perform the services. All work shall be performed by fully qualified and competent personnel. The government reserves the right to authenticate training requirements, request training certificates and credentials from the contractor at any time during the course of this contract through written request by the Contracting Officer (CO).

BADGES: All Contractor personnel are required to wear I.D. badges during the entire time he/she is on Government property. I.D. badges **must** have an identification picture and shall state the name of the individual and the company he/she represents. The Contractor is to coordinate with the COR to obtain the I.D. badge from the Police Service. The Contractor is to provide a list of personnel who shall be performing the service.

END

2.3 List of Attachments

See attached document: Ysio Max Big Spring Drawings.

2.4 52.215-5 FACSIMILE PROPOSALS (OCT 1997)

(a) *Definition.* "Facsimile proposal," as used in this provision, means a proposal, revision or modification of a proposal, or withdrawal of a proposal that is transmitted to and received by the Government via facsimile machine.

(b) Offerors may submit facsimile proposals as responses to this solicitation. Facsimile proposals are subject to the same rules as paper proposals.

(c) The telephone number of receiving facsimile equipment is: EMAIL ONLY:
Lindsey.Hooge@va.gov.

(d) If any portion of a facsimile proposal received by the Contracting Officer is unreadable to the degree that conformance to the essential requirements of the solicitation cannot be ascertained from the document—

(1) The Contracting Officer immediately shall notify the offeror and permit the offeror to resubmit the proposal;

(2) The method and time for resubmission shall be prescribed by the Contracting Officer after consultation with the offeror; and

(3) The resubmission shall be considered as if it were received at the date and time of the original unreadable submission for the purpose of determining timeliness, provided the offeror complies with the time and format requirements for resubmission prescribed by the Contracting Officer.

(e) The Government reserves the right to make award solely on the facsimile proposal. However, if requested to do so by the Contracting Officer, the apparently successful offeror promptly shall submit the complete original signed proposal.

(End of Provision)

2.5 52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a Firm-Fixed-Price, Indefinite Quantity contract resulting from this solicitation.

(End of Provision)

2.6 52.222-5 CONSTRUCTION WAGE RATE REQUIREMENTS—SECONDARY SITE OF THE WORK (MAY 2014)

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

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

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

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

(End of Provision)

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

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

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

Goals for minority participation for each trade	Goals for female participation for each trade
	%
Corpus Christi, TX – 41.7%	6.9%
El Paso, TX – 57.8%	6.9%
Big Spring, TX (Howard County) – 18.9%	6.9%
Dallas-Fort Worth, TX – 18.2%	6.9%
Waco, TX – 20.7%	6.9%
Temple, TX – 16.4%	6.9%
Amarillo, TX – 9.3%	6.9%
Austin, TX – 24.1%	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

(End of Provision)

2.8 52.228-1 BID GUARANTEE (SEP 1996)

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

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

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

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

(c) The amount of the bid guarantee shall be 20 percent of the bid price or TBD Per Task Order, whichever is less.

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

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

(End of Provision)

2.9 52.233-2 SERVICE OF PROTEST (SEP 2006)

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

Lindsey Hooge

lindsey.hooge@va.gov
Hand-Carried Address:

Department of Veterans Affairs
Network Contracting Office 17
2002 Scott Blvd.
Temple TX 76504
Mailing Address:

Department of Veterans Affairs
Network Contracting Office 17
2002 Scott Blvd.
Temple TX 76504

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

(End of Provision)

2.10 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—

September 20, 2018 @ 9:00AM CDT

(c) Participants will meet at—

West Texas HCS Engineering Office, Bldg 3 RM 10; 300 W. Veterans Blvd, Big Spring, TX 79720

(End of Provision)

2.11 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

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

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

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

(End of Provision)

<u>FAR Number</u>	<u>Title</u>	<u>Date</u>
52.204-7	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
52.215-1	INSTRUCTIONS TO OFFERORS—COMPETITIVE ACQUISITION	JAN 2017
52.216-27	SINGLE OR MULTIPLE AWARDS	OCT 1995
52.236-28	PREPARATION OF PROPOSALS—CONSTRUCTION	OCT 1997

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

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

(End of Clause)

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

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

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

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

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

(End of Provision)

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

As an alternative to filing a protest with the contracting officer, an interested party may file a protest with the Deputy Assistant Secretary for Acquisition and Materiel Management, Acquisition Administration Team, Department of Veterans Affairs, 810 Vermont Avenue, NW., Washington, DC 20420, or for solicitations issued by the Office of Construction and Facilities Management, the Director, Office of Construction and Facilities Management, 810 Vermont Avenue, NW., Washington, DC 20420. The protest will not be considered if the interested party has a protest on the same or similar issues pending with the contracting officer.

(End of Provision)

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

Deputy Assistant Secretary for Acquisition and Logistics,
Risk Management Team, Department of Veterans Affairs

810 Vermont Avenue, N.W.
Washington, DC 20420

Or for solicitations issued by the Office of Construction and Facilities Management:

Director, Office of Construction and Facilities Management
811 Vermont Avenue, N.W.
Washington, DC 20420

2.15 VAAR 852.270-1 REPRESENTATIVES OF CONTRACTING OFFICERS (JAN 2008)

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

(End of Provision)

REPRESENTATIONS AND CERTIFICATIONS

3.1 52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (JAN 2018)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 238390.

(2) The small business size standard is \$15 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:

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

(ii) 52.204-20, Predecessor of Offeror.

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

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

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

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

(vii) 52.227-6, Royalty Information.

(A) Basic.

(B) Alternate I.

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

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

FAR Clause #	Title	Date	Change

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

(End of Provision)

3.2 52.209-7 INFORMATION REGARDING RESPONSIBILITY MATTERS (JUL 2013)

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

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

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

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

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

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

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

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

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

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

- (A) The payment of a monetary fine or penalty of \$5,000 or more; or
- (B) The payment of a reimbursement, restitution, or damages in excess of \$100,000.

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

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

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

(End of Provision)

3.3 52.209-13 VIOLATION OF ARMS CONTROLS TREATIES OR AGREEMENTS— CERTIFICATION (JUN 2018)

(a) This provision does not apply to acquisitions below the simplified acquisition threshold or to acquisitions of commercial items as defined at FAR 2.101.

(b) *Certification. [Offeror shall check either (1) or (2).]*

_____ (1) The Offeror certifies that—

(i) It does not engage and has not engaged in any activity that contributed to or was a significant factor in the President's or Secretary of State's determination that a foreign country is in violation of its obligations undertaken in any arms control, nonproliferation, or disarmament agreement to which the United States is a party, or is not adhering to its arms control, nonproliferation, or disarmament commitments in which the United States is a participating state. The determinations are described in the most recent unclassified annual report provided to Congress pursuant to section 403 of the Arms Control and Disarmament Act (22 U.S.C. 2593a). The report is available via the internet at <https://www.state.gov/t/avc/rls/rpt/>; and

(ii) No entity owned or controlled by the Offeror has engaged in any activity that contributed to or was a significant factor in the President's or Secretary of State's determination that a foreign country is in violation of its obligations undertaken in any arms control, nonproliferation, or disarmament agreement to which the United States is a party, or is not adhering to its arms control, nonproliferation, or disarmament commitments in which the United States is a participating state. The determinations are described in the most recent unclassified annual report

provided to Congress pursuant to section 403 of the Arms Control and Disarmament Act (22 U.S.C. 2593a). The report is available via the internet at <https://www.state.gov/t/avc/rls/rpt/>; or

____ (2) The Offeror is providing separate information with its offer in accordance with paragraph (d)(2) of this provision.

(c) Procedures for reviewing the annual unclassified report (see paragraph (b)(1) of this provision). For clarity, references to the report in this section refer to the entirety of the annual unclassified report, including any separate reports that are incorporated by reference into the annual unclassified report.

(1) Check the table of contents of the annual unclassified report and the country section headings of the reports incorporated by reference to identify the foreign countries listed there. Determine whether the Offeror or any person owned or controlled by the Offeror may have engaged in any activity related to one or more of such foreign countries.

(2) If there may have been such activity, review all findings in the report associated with those foreign countries to determine whether or not each such foreign country was determined to be in violation of its obligations undertaken in an arms control, nonproliferation, or disarmament agreement to which the United States is a party, or to be not adhering to its arms control, nonproliferation, or disarmament commitments in which the United States is a participating state. For clarity, in the annual report an explicit certification of noncompliance is equivalent to a determination of violation. However, the following statements in the annual report are not equivalent to a determination of violation:

- (i) An inability to certify compliance.
- (ii) An inability to conclude compliance.
- (iii) A statement about compliance concerns.

(3) If so, determine whether the Offeror or any person owned or controlled by the Offeror has engaged in any activity that contributed to or is a significant factor in the determination in the report that one or more of these foreign countries is in violation of its obligations undertaken in an arms control, nonproliferation, or disarmament agreement to which the United States is a party, or is not adhering to its arms control, nonproliferation, or disarmament commitments in which the United States is a participating state. Review the narrative for any such findings reflecting a determination of violation or non-adherence related to those foreign countries in the report, including the finding itself, and to the extent necessary, the conduct giving rise to the compliance or adherence concerns, the analysis of compliance or adherence concerns, and efforts to resolve compliance or adherence concerns.

(4) The Offeror may submit any questions with regard to this report by email to *NDAA1290Cert@state.gov*. To the extent feasible, the Department of State will respond to such email inquiries within 3 business days.

(d) Do not submit an offer unless—

(1) A certification is provided in paragraph (b)(1) of this provision and submitted with the offer; or

(2) In accordance with paragraph (b)(2) of this provision, the Offeror provides with its offer information that the President of the United States has—

(i) Waived application under U.S.C. 2593e(d) or (e); or

(ii) Determined under 22 U.S.C. 2593e(g)(2) that the entity has ceased all activities for which measures were imposed under 22 U.S.C.2593e(b).

(e) *Remedies.* The certification in paragraph (b)(1) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly submitted a false certification, in addition to other remedies available to the Government, such as suspension or debarment, the Contracting Officer may terminate any contract resulting from the false certification.

(End of Provision)

GENERAL CONDITIONS

4.1 52.203-14 DISPLAY OF HOTLINE POSTER(S) (OCT 2015)

(a) *Definition.*

"United States," as used in this clause, means the 50 States, the District of Columbia, and outlying areas.

(b) *Display of fraud hotline poster(s).* Except as provided in paragraph (c)—

(1) During contract performance in the United States, the Contractor shall prominently display in common work areas within business segments performing work under this contract and at contract work sites—

(i) Any agency fraud hotline poster or Department of Homeland Security (DHS) fraud hotline poster identified in paragraph (b)(3) of this clause; and

(ii) Any DHS fraud hotline poster subsequently identified by the Contracting Officer.

(2) Additionally, if the Contractor maintains a company website as a method of providing information to employees, the Contractor shall display an electronic version of the poster(s) at the website.

(3) Any required posters may be obtained as follows:

Poster(s)	Obtain From
	https://forms.oig.hhs.gov/hotlineoperations/poster

(c) If the Contractor has implemented a business ethics and conduct awareness program, including a reporting mechanism, such as a hotline poster, then the Contractor need not display any agency fraud hotline posters as required in paragraph (b) of this clause, other than any required DHS posters.

(d) *Subcontracts.* The Contractor shall include the substance of this clause, including this paragraph (d), in all subcontracts that exceed , except when the subcontract—

(1) Is for the acquisition of a commercial item; or

(2) Is performed entirely outside the United States.

(End of Clause)

4.2 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)

4.3 52.209-9 UPDATES OF PUBLICLY AVAILABLE INFORMATION REGARDING RESPONSIBILITY MATTERS (JUL 2013)

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

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

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

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

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

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

(i) Past performance reviews required by subpart 42.15;

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

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

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

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

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

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

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

(End of Clause)

4.4 52.211-10 COMMENCEMENT, PROSECUTION, AND COMPLETION OF WORK (APR 1984) ALTERNATE I (APR 1984)

The Contractor shall be required to (a) commence work under this contract within 10 calendar days after the date the Contractor receives the notice to proceed, (b) prosecute the work diligently, and (c) complete the entire work ready for use not later than 180 days after receipt of award. The time stated for completion shall include final cleanup of the premises.

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

(End of Clause)

4.5 52.216-18 ORDERING (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from October 29, 2018 through October 30, 2022.

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

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

(End of Clause)

4.6 52.216-19 ORDER LIMITATIONS (OCT 1995)

(a) *Minimum order.* When the Government requires supplies or services covered by this contract in an amount of less than 2,000.00, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

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

(1) Any order for a single item in excess of \$3 Million;

(2) Any order for a combination of items in excess of \$17 Million; or

(3) A series of orders from the same ordering office within 1,800 days that together call for quantities exceeding the limitation in paragraph (b)(1) or (2) of this section.

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

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

(End of Clause)

4.7 52.216-22 INDEFINITE QUANTITY (OCT 1995)

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

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

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

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; *provided*,

that the Contractor shall not be required to make any deliveries under this contract after October 30, 2022.

(End of Clause)

4.8 52.217-5 EVALUATION OF OPTIONS (JUL 1990)

Except when it is determined in accordance with FAR 17.206(b) not to be in the Government's best interests, the Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. Evaluation of options will not obligate the Government to exercise the option(s).

(End of Provision)

4.9 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 30 Calendar Days.

(End of Clause)

4.10 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

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

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

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

(End of Clause)

4.11 52.219-13 NOTICE OF SET-ASIDE OF ORDERS (NOV 2011)

The Contracting Officer will give notice of the order or orders, if any, to be set aside for small business concerns identified in 19.000(a)(3) and the applicable small business program. This notice, and its restrictions, will apply only to the specific orders that have been set aside for any of the small business concerns identified in 19.000(a)(3).

(End of Clause)

4.12 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 238390 assigned to contract number .

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

(End of Clause)

4.13 52.222-35 EQUAL OPPORTUNITY FOR VETERANS (OCT 2015)

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

“Active duty wartime or campaign badge veteran,” “Armed Forces service medal veteran,” “disabled veteran,” “protected veteran,” “qualified disabled veteran,” and “recently separated veteran” have the meanings given at FAR 22.1301.

(b) *Equal opportunity clause.* The Contractor shall abide by the requirements of the equal opportunity clause at 41 CFR 60-300.5(a), as of March 24, 2014. This clause prohibits discrimination against qualified protected veterans, and requires affirmative action by the Contractor to employ and advance in employment qualified protected veterans.

(c) *Subcontracts.* The Contractor shall insert the terms of this clause in subcontracts of \$150,000 or more unless exempted by rules, regulations, or orders of the Secretary of Labor. The Contractor shall act as specified by the Director, Office of Federal Contract Compliance Programs, 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)

4.14 52.222-40 NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT (DEC 2010)

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

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

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

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

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

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

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

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

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

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

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

(f) Subcontracts.

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

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

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

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

(End of Clause)

4.15 SUPPLEMENTAL INSURANCE REQUIREMENTS

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

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

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

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

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

(End of Clause)

4.16 52.232-19 AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR (APR 1984)

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

(End of Clause)

4.17 52.244-2 SUBCONTRACTS (OCT 2010)

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

"Approved purchasing system" means a Contractor's purchasing system that has been reviewed and approved in accordance with Part 44 of the Federal Acquisition Regulation (FAR).

"Consent to subcontract" means the Contracting Officer's written consent for the Contractor to enter into a particular subcontract.

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

(b) When this clause is included in a fixed-price type contract, consent to subcontract is required only on unpriced contract actions (including unpriced modifications or unpriced delivery orders), and only if required in accordance with paragraph (c) or (d) of this clause.

(c) If the Contractor does not have an approved purchasing system, consent to subcontract is required for any subcontract that—

(1) Is of the cost-reimbursement, time-and-materials, or labor-hour type; or

(2) Is fixed-price and exceeds—

(i) For a contract awarded by the Department of Defense, the Coast Guard, or the National Aeronautics and Space Administration, the greater of the simplified acquisition threshold or 5 percent of the total estimated cost of the contract; or

(ii) For a contract awarded by a civilian agency other than the Coast Guard and the National Aeronautics and Space Administration, either the simplified acquisition threshold or 5 percent of the total estimated cost of the contract.

(d) If the Contractor has an approved purchasing system, the Contractor nevertheless shall obtain the Contracting Officer's written consent before placing the following subcontracts:

(e)(1) The Contractor shall notify the Contracting Officer reasonably in advance of placing any subcontract or modification thereof for which consent is required under paragraph (b), (c), or (d) of this clause, including the following information:

(i) A description of the supplies or services to be subcontracted.

(ii) Identification of the type of subcontract to be used.

(iii) Identification of the proposed subcontractor.

(iv) The proposed subcontract price.

(v) The subcontractor's current, complete, and accurate certified cost or pricing data and Certificate of Current Cost or Pricing Data, if required by other contract provisions.

(vi) The subcontractor's Disclosure Statement or Certificate relating to Cost Accounting Standards when such data are required by other provisions of this contract.

(vii) A negotiation memorandum reflecting—

(A) The principal elements of the subcontract price negotiations;

(B) The most significant considerations controlling establishment of initial or revised prices;

(C) The reason certified cost or pricing data were or were not required;

(D) The extent, if any, to which the Contractor did not rely on the subcontractor's certified cost or pricing data in determining the price objective and in negotiating the final price;

(E) The extent to which it was recognized in the negotiation that the subcontractor's certified cost or pricing data were not accurate, complete, or current; the action taken by the Contractor and the subcontractor; and the effect of any such defective data on the total price negotiated;

(F) The reasons for any significant difference between the Contractor's price objective and the price negotiated; and

(G) A complete explanation of the incentive fee or profit plan when incentives are used. The explanation shall identify each critical performance element, management decisions used to quantify each incentive element, reasons for the incentives, and a summary of all trade-off possibilities considered.

(2) The Contractor is not required to notify the Contracting Officer in advance of entering into any subcontract for which consent is not required under paragraph (b), (c), or (d) of this clause.

(f) Unless the consent or approval specifically provides otherwise, neither consent by the Contracting Officer to any subcontract nor approval of the Contractor's purchasing system shall constitute a determination—

(1) Of the acceptability of any subcontract terms or conditions;

(2) Of the allowability of any cost under this contract; or

(3) To relieve the Contractor of any responsibility for performing this contract.

(g) No subcontract or modification thereof placed under this contract shall provide for payment on a cost-plus-a-percentage-of-cost basis, and any fee payable under cost-reimbursement type subcontracts shall not exceed the fee limitations in FAR 15.404-4(c)(4)(i).

(h) The Contractor shall give the Contracting Officer immediate written notice of any action or suit filed and prompt notice of any claim made against the Contractor by any subcontractor or vendor that, in the opinion of the Contractor, may result in litigation related in any way to this contract, with respect to which the Contractor may be entitled to reimbursement from the Government.

(i) The Government reserves the right to review the Contractor's purchasing system as set forth in FAR Subpart 44.3.

(j) Paragraphs (c) and (e) of this clause do not apply to the following subcontracts, which were evaluated during negotiations:

(End of Clause)

4.18 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</u> <u>Number</u>	<u>Title</u>	<u>Date</u>
52.202-1	DEFINITIONS	NOV 2013
52.203-3	GRATUITIES	APR 1984
52.203-5	COVENANT AGAINST CONTINGENT FEES	MAY 2014
52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT	SEP 2006
52.203-7	ANTI-KICKBACK PROCEDURES	MAY 2014
52.203-8	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY	MAY 2014
52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY	MAY 2014
52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	OCT 2010
52.203-13	CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT	OCT 2015
52.203-17	CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS	APR 2014
52.203-19	PROHIBITION ON REQUIRING CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS OR STATEMENTS	JAN 2017
52.204-4	PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER	MAY 2011
52.204-10	REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS	OCT 2016
52.204-13	SYSTEM FOR AWARD MANAGEMENT MAINTENANCE	OCT 2016
52.204-15	SERVICE CONTRACT REPORTING REQUIREMENTS FOR INDEFINITE-DELIVERY CONTRACTS	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
52.210-1	MARKET RESEARCH	APR 2011

52.211-13	TIME EXTENSIONS	SEP 2000
52.215-2	AUDIT AND RECORDS—NEGOTIATION	OCT 2010
52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS	NOV 2016
52.222-3	CONVICT LABOR	JUN 2003
52.222-4	CONTRACT WORK HOURS AND SAFETY STANDARDS—OVERTIME COMPENSATION	MAY 2018
52.222-6	CONSTRUCTION WAGE RATE REQUIREMENTS	MAY 2014
52.222-7	WITHHOLDING OF FUNDS	MAY 2014
52.222-8	PAYROLLS AND BASIC RECORDS	MAY 2014
52.222-9	APPRENTICES AND TRAINEES	JUL 2005
52.222-10	COMPLIANCE WITH COPELAND ACT REQUIREMENTS	FEB 1988
52.222-11	SUBCONTRACTS (LABOR STANDARDS)	MAY 2014
52.222-12	CONTRACT TERMINATION—DEBARMENT	MAY 2014
52.222-13	COMPLIANCE WITH CONSTRUCTION WAGE RATE REQUIREMENTS AND RELATED REGULATIONS	MAY 2014
52.222-14	DISPUTES CONCERNING LABOR STANDARDS	FEB 1988
52.222-15	CERTIFICATION OF ELIGIBILITY	MAY 2014
52.222-21	PROHIBITION OF SEGREGATED FACILITIES	APR 2015
52.222-26	EQUAL OPPORTUNITY	SEP 2016
52.222-27	AFFIRMATIVE ACTION COMPLIANCE REQUIREMENTS FOR CONSTRUCTION	APR 2015
52.222-36	EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES	JUL 2014
52.222-37	EMPLOYMENT REPORTS ON VETERANS	FEB 2016
52.222-50	COMBATING TRAFFICKING IN PERSONS	MAR 2015
52.222-54	EMPLOYMENT ELIGIBILITY VERIFICATION	OCT 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 INFORMATION	MAY 2011
52.223-6	DRUG-FREE WORKPLACE	MAY 2001
52.223-15	ENERGY EFFICIENCY IN ENERGY-CONSUMING PRODUCTS	DEC 2007
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
52.227-1	AUTHORIZATION AND CONSENT	DEC 2007
52.227-2	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT	DEC 2007
52.227-4	PATENT INDEMNITY—CONSTRUCTION CONTRACTS	DEC 2007
52.228-2	ADDITIONAL BOND SECURITY	OCT 1997
52.228-5	INSURANCE—WORK ON A GOVERNMENT INSTALLATION	JAN 1997
52.228-11	PLEDGES OF ASSETS	JAN 2012
52.228-12	PROSPECTIVE SUBCONTRACTOR REQUESTS FOR BONDS	MAY 2014
52.228-14	IRREVOCABLE LETTER OF CREDIT	NOV 2014

52.228-15	PERFORMANCE AND PAYMENT BONDS— CONSTRUCTION	OCT 2010
52.229-3	FEDERAL, STATE, AND LOCAL TAXES	FEB 2013
52.232-5	PAYMENTS UNDER FIXED-PRICE CONSTRUCTION CONTRACTS	MAY 2014
52.232-17	INTEREST	MAY 2014
52.232-18	AVAILABILITY OF FUNDS	APR 1984
52.232-23	ASSIGNMENT OF CLAIMS	MAY 2014
52.232-27	PROMPT PAYMENT FOR CONSTRUCTION CONTRACTS	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	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
52.236-15	SCHEDULES FOR CONSTRUCTION CONTRACTS	APR 1984
52.236-17	LAYOUT OF WORK	APR 1984
52.236-21	SPECIFICATIONS AND DRAWINGS FOR CONSTRUCTION ALTERNATE I (APR 1984)	FEB 1997
52.236-26	PRECONSTRUCTION CONFERENCE	FEB 1995
52.242-13	BANKRUPTCY	JUL 1995
52.242-14	SUSPENSION OF WORK	APR 1984
52.243-4	CHANGES	JUN 2007
52.244-5	COMPETITION IN SUBCONTRACTING	DEC 1996
52.244-6	SUBCONTRACTS FOR COMMERCIAL ITEMS	NOV 2017
52.246-12	INSPECTION OF CONSTRUCTION	AUG 1996
52.246-21	WARRANTY OF CONSTRUCTION	MAR 1994
52.248-3	VALUE ENGINEERING—CONSTRUCTION	OCT 2015

52.249-2	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED PRICE) ALTERNATE I (SEPT 1996)	APR 2012
52.249-10	DEFAULT (FIXED-PRICE CONSTRUCTION)	APR 1984
52.253-1	COMPUTER GENERATED FORMS	JAN 1991

4.19 VAAR 852.203-70 COMMERCIAL ADVERTISING (MAY 2018)

The Contractor shall not make reference in its commercial advertising to Department of Veterans Affairs contracts in a manner that states or implies the Department of Veterans Affairs approves or endorses the Contractor's products or services or considers the Contractor's products or services superior to other products or services.

(End of Clause)

4.20 VAAR 852.211-74 LIQUIDATED DAMAGES (JAN 2008)

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

(End of Clause)

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

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

(1) Means a small business concern:

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

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

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

(iv) The business has been verified for ownership and control pursuant to 38 CFR 74 and is so listed in the Vendor Information Pages database, (<https://www.vip.vetbiz.gov>); and

(v) The business will comply with subcontracting limitations in 13 CFR 125.6, as applicable

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

(b) *General.*

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

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

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

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

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

(End of Clause)

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

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

(End of Clause)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(End of Clause)

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

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

- (a) The contracting officer's interpretation of the drawings and specifications will be final, subject to the disputes clause.
- (b) Large scale drawings supersede small scale drawings.
- (c) Dimensions govern in all cases. Scaling of drawings may be done only for general location and general size of items.
- (d) Dimensions shown of existing work and all dimensions required for work that is to connect with existing work shall be verified by the contractor by actual measurement of the existing work. Any work at variance with that specified or shown in the drawings shall not be performed by the contractor until approved in writing by the contracting officer.

(End of Clause)

4.25 VAAR 852.236-72 PERFORMANCE OF WORK BY THE CONTRACTOR (JUL 2002) ALTERNATE I

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

- (a) Contract work accomplished on the site by laborers, mechanics, and foremen/forewomen on the contractor's payroll and under his/her direct supervision shall be included in establishing the percent of work to be performed by the contractor. Cost of material and equipment installed by such labor may be included. The work by the contractor's executive, supervisory and clerical forces shall be excluded in establishing compliance with the requirements of this clause.
- (b) The contractor shall submit, simultaneously with the cost per activity of the construction schedule required by Section 01310 or 01311, NETWORK ANALYSIS SYSTEM, a responsibility code for all activities of the network for which the contractor's forces will perform the work. The cost of these activities will be used in determining the portions of the total contract work to be executed by the contractor's forces for the purpose of this article.
- (c) If, during progress of work hereunder, the contractor requests a change in activities of work to be performed by the contractor's forces and the contracting officer determines it to be in the best interest of the Government, the contracting officer may, at his or her discretion, authorize a change in such activities of said work.
- (d) In the event the contractor fails or refuses to meet the requirement of the FAR clause at 52.236-1, it is expressly agreed that the contract price will be reduced by 15 percent of the value of that portion of the percentage requirement that is accomplished by others. For the purpose of this clause, it is agreed that 15 percent is an acceptable estimate of the contractor's overhead and

profit, or mark-up, on that portion of the work which the contractor fails or refuses to perform, with his/her own forces, in accordance with the FAR clause at 52.236-1.

(End of Clause)

4.26 VAAR 852.236-74 INSPECTION OF CONSTRUCTION (JUL 2002)

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

(a) Inspection of materials and articles furnished under this contract will be made at the site by the resident engineer, unless otherwise provided for in the specifications.

(b) Final inspection will not be made until the contract work is ready for beneficial use or occupancy. The contractor shall notify the contracting officer, through the resident engineer, fifteen (15) days prior to the date on which the work will be ready for final inspection.

(End of Clause)

4.27 VAAR 852.236-76 CORRESPONDENCE (APR 1984)

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

(End of Clause)

4.28 VAAR 852.236-77 REFERENCE TO "STANDARDS" (JUL 2002)

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

(End of Clause)

4.29 VAAR 852.236-78 GOVERNMENT SUPERVISION (APR 1984)

(a) The work will be under the direction of the Department of Veterans Affairs contracting officer, who may designate another VA employee to act as resident engineer at the construction site.

(b) Except as provided below, the resident engineer's directions will not conflict with or change contract requirements.

(c) Within the limits of any specific authority delegated by the contracting officer, the resident engineer may, by written direction, make changes in the work. The contractor shall be advised of the extent of such authority prior to execution of any work under the contract.

(End of Clause)

4.30 VAAR 852.236-79 DAILY REPORT OF WORKERS AND MATERIAL (APR 1984)

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

(End of Clause)

**4.31 VAAR 852.236-80 SUBCONTRACTS AND WORK COORDINATION (APR 1984)
ALTERNATE I (JUL 2002)**

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

(b) The contractor shall be responsible to the Government for acts and omissions of his/her own employees, and subcontractors and their employees. The contractor shall also be responsible for coordination of the work of the trades, subcontractors, and material suppliers. The contractor shall, in advance of the work, prepare coordination drawings showing the location of openings through slabs, the pipe sleeves and hanger inserts, as well as the location and elevation of utility lines, including, but not limited to, conveyor systems, pneumatic tubes, ducts, and conduits and pipes 2 inches and larger in diameter. These drawings, including plans, elevations, and sections as appropriate shall clearly show the manner in which the utilities fit into the available space and relate to each other and to existing building elements. Drawings shall be of appropriate scale to satisfy the previously stated purposes, but not smaller than 3/8-inch scale. Drawings may be composite (with distinctive colors for the various trades) or may be separate but fully coordinated drawings (such as sepias or photographic paper reproducibles) of the same scale. Separate drawings shall depict identical building areas or sections and shall be capable of being overlaid in any combination. The submitted drawings for a given area of the project shall show the work of all trades which will be involved in that particular area. Six complete composite drawings or six complete sets of separate reproducible drawings shall be received by the Government not less than 20 days prior to the scheduled start of the work in the area illustrated by the drawings, for the purpose of showing the contractor's planned methods of installation. The objectives of such drawings are to promote carefully planned work sequence and proper trade coordination, in order to assure the expeditious solutions of problems and the installation of lines and equipment as contemplated by the contract documents while avoiding or minimizing additional costs to the contractor and to the Government. In the event the contractor, in coordinating the various installations and in planning the method of installation, finds a conflict in location or elevation of any of the utilities with themselves, with structural items or with other construction items, he/she shall bring this conflict to the attention of the contracting officer

immediately. In doing so, the contractor shall explain the proposed method of solving the problem or shall request instructions as to how to proceed if adjustments beyond those of usual trades coordination are necessary. Utilities installation work will not proceed in any area prior to the submission and completion of the Government review of the coordinated drawings for that area, nor in any area in which conflicts are disclosed by the coordination drawings until the conflicts have been corrected to the satisfaction of the contracting officer. It is the responsibility of the contractor to submit the required drawings in a timely manner consistent with the requirements to complete the work covered by this contract within the prescribed contract time.

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

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

(End of Clause)

4.32 VAAR 852.236-83 PAYMENTS UNDER FIXED-PRICE CONSTRUCTION CONTRACTS (INCLUDING NAS) (JUL 2002) ALTERNATE I (JUL 2002)

The clause entitled "Payments under Fixed-Price Construction Contracts" in FAR 52.232-5 is implemented as follows:

(a) Retainage:

(1) The contracting officer may retain funds:

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

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

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

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

(ii) Failure either to meet schedules in Section Network Analysis System (NAS), or to process the Interim Arrow Diagram/Complete Project Arrow Diagram;

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

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

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

(b) The contractor shall submit a schedule of costs in accordance with the requirements of Section Network Analysis System (NAS) to the contracting officer for approval within 90 calendar days after date of receipt of notice to proceed. The approved cost schedule will be one of the bases for determining progress payments to the contractor for work completed.

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

(2) The total costs of all activities shall equal the contract price.

(3) Insurance and similar items shall be prorated and included in each activity cost of the critical path method (CPM) network.

(4) The CPM network shall include a separate cost loaded activity for adjusting and testing of the systems listed below. The percentages listed below will be used to determine the cost of adjust and test activities and identify, for payment purposes, the value of the work to adjust, correct and test systems after the material has been installed.

(5) Payment for adjust and test activities will be made only after the contractor has demonstrated that each of the systems is substantially complete and operates as required by the contract.

(6)(i) The contractor shall show on the critical path method (CPM) network the total cost of the guarantee period services in accordance with the guarantee period service section(s) of the specifications. This cost shall be priced out when submitting the CMP cost loaded network. The cost submitted shall be subject to the approval of the contracting officer. The activity on the CPM shall have money only and not activity time.

(ii) The contractor shall submit with the CPM a guarantee period performance program which shall include an itemized accounting of the number of work-hours required to perform the guarantee period service on each piece of equipment. The contractor shall also submit the established salary costs, including employee fringe benefits, and what the contractor reasonably expects to pay over the guarantee period, all of which will be subject to the contracting officer's approval.

(iii) The cost of the guarantee period service shall be prorated on an annual basis and paid in equal monthly payments by VA during the period of guarantee. In the event the installer does not perform satisfactorily during this period, all payments may be withheld and the contracting

officer shall inform the contractor of the unsatisfactory performance, allowing the contractor 10 days to correct and comply with the contract. The guarantee period service is subject to those provisions as set forth in the Payments and Default clauses.

VALUE OF ADJUSTING, CORRECTING, AND TESTING SYSTEM

System	Percent
Pneumatic tube system	10
Incinerators (medical waste and trash)	5
Sewage treatment plant equipment	5
Water treatment plant equipment	5
Washers (dish, cage, glass, etc.)	5
Sterilizing equipment	5
Water distilling equipment	5
Prefab temperature rooms (cold, constant temperature)	5
Entire air-conditioning system (Specified under 600 Sections)	5
Entire boiler plant system (Specified under 700 Sections)	5
General supply conveyors	10
Food service conveyors	10
Pneumatic soiled linen and trash system	10
Elevators and dumbwaiters	10
Materials transport system	10
Engine-generator system	5
Primary switchgear	5
Secondary switchgear	5
Fire alarm system	5

Nurse call system	5
Intercom system	5
Radio system	5
TV (entertainment) system	5

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

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

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

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

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

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

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

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

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

(End of Clause)

4.33 VAAR 852.236-85 SUPPLEMENTARY LABOR STANDARDS PROVISIONS (APR 1984)

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

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

(End of Clause)

4.34 VAAR 852.236-86 WORKER'S COMPENSATION (JAN 2008)

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

(End of Clause)

4.35 VAAR 852.236-87 ACCIDENT PREVENTION (SEP 1993)

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

(End of Clause)

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

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

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

(1) When requested by the contracting officer, the contractor shall submit proposals for changes in work to the resident engineer. Proposals, to be submitted as expeditiously as possible but within 30 calendar days after receipt of request, shall be in legible form, original and two copies, with an itemized breakdown that will include material, quantities, unit prices, labor costs

(separated into trades), construction equipment, etc. (Labor costs are to be identified with specific material placed or operation performed.) The contractor must obtain and furnish with a proposal an itemized breakdown as described above, signed by each subcontractor participating in the change regardless of tier. When certified cost or pricing data are required under FAR Subpart 15.403, the cost or pricing data shall be submitted in accordance with FAR 15.403-5.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

contract changes are associated with field and office supervision and are considered to be included in the contractor's overhead and/or fee percentage.

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

(End of Clause)

4.37 VAAR 852.236-91 SPECIAL NOTES (JUL 2002)

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

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

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

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

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

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

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

(e) Claims by the contractor for delay attributed to unusually severe weather must be supported by climatological data covering the period and the same period for the 10 preceding years. When the weather in question exceeds in intensity or frequency the 10-year average, the excess

experienced shall be considered "unusually severe." Comparison shall be on a monthly basis. Whether or not unusually severe weather in fact delays the work will depend upon the effect of weather on the branches of work being performed during the time under consideration.

(End of Clause)

4.38 VAAR 852.246-74 SPECIAL WARRANTIES (JAN 2008)

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

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

(End of Clause)

4.39 VAAR 852.246-75 WARRANTY FOR CONSTRUCTION--GUARANTEE PERIOD SERVICES (JAN 2008)

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

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

(End of Clause)

4.40 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.

4.41 MANDATORY WRITTEN DISCLOSURES

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

Changes in Blue per Amendment 0003 – Clarification, below wage determination is applicable to the Seed Project Only, each Task Order issued against the IDIQ will include the applicable most recent wage determination for the area in which the work is to be completed.

General Decision Number: TX180189 01/12/2018 TX189

Superseded General Decision Number: TX20170189

State: Texas

Construction Type: Building

County: Hudspeth County in Texas.

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

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.35 for calendar year 2018 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.35 per hour (or the applicable wage

rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2018. The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/05/2018
1	01/12/2018

* ASBE0076-006 01/01/2018

	Rates	Fringes
ASBESTOS WORKER/HEAT & FROST INSULATOR.....	\$ 24.46	11.73

 BOIL0531-001 01/01/2017

	Rates	Fringes
Boilermaker.....	\$ 28.00	22.35

 IRON0263-019 06/01/2017

	Rates	Fringes
Ironworker, reinforcing and structural.....	\$ 23.25	7.32

 LABO0154-022 05/01/2008

	Rates	Fringes
Laborers: (Mason Tender - Cement/Concrete).....	\$ 14.25	2.90

 PLUM0412-008 04/01/2013

	Rates	Fringes
PLUMBER.....	\$ 31.14	12.43

SUTX2009-044 04/20/2009

	Rates	Fringes
ACOUSTICAL CEILING MECHANIC.....	\$ 14.50	0.00
BRICKLAYER.....	\$ 17.76	0.00
CARPENTER, Includes Drywall Hanging (Excludes Acoustical Ceiling Installation).....	\$ 13.46	0.00
CEMENT MASON/CONCRETE FINISHER...	\$ 13.27	0.00
ELECTRICIAN.....	\$ 15.85	0.00
LABORER: Common or General.....	\$ 8.72	0.00
LABORER: Landscape & Irrigation.....	\$ 8.50	0.22
LABORER: Mason Tender - Brick...	\$ 12.02	0.00
LABORER: Mortar Mixer.....	\$ 9.50	0.00
LATHER.....	\$ 12.00	0.00
OPERATOR: Backhoe/Excavator/Trackhoe.....	\$ 13.75	0.00
OPERATOR: Bulldozer.....	\$ 12.80	0.43
OPERATOR: Crane.....	\$ 21.33	0.00
OPERATOR: Forklift.....	\$ 14.58	0.00
OPERATOR: Loader (Front End)....	\$ 10.54	0.00
PAINTER: Brush, Roller and Spray.....	\$ 15.80	0.00
PLASTERER.....	\$ 12.00	0.00
ROOFER.....	\$ 15.10	1.29
SHEET METAL WORKER, Includes HVAC Duct Installation.....	\$ 18.00	0.00
TILE SETTER.....	\$ 15.00	0.00

TRUCK DRIVER.....\$ 11.24 0.35

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

=====

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

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

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

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or

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

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

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

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

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of

each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

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

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

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

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

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

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

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

The request should be accompanied by a full statement of the interested party's position and by any information (wage

payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

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

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

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

=====

END OF GENERAL DECISION

APPENDIX – Professional Labor Rates

Labor Category	Base Year	Option Year 1	Option Year 2	Option Year 3	Option Year 4
Project Manager, Sr.					
Project Manager					
Engineering Technician, Sr.					
Engineering Technician					
CAD Technician, Sr.					
CAD Technician *					
Field Technician, Sr.					
Field Technician *					
Construction Manager, Sr.					
Construction Manager					
Architect, Sr.					
Architect					
Architectural Associate, Sr.					
Architectural Associate					
Interior Designer					
Landscape Architect					
Scheduler					
Office Manager					
Officer Clerk *					
Engineer, Principal					
Engineer, Sr.					
Engineer					
Engineer, Associate					