

SOLICITATION, OFFER, AND AWARD (Construction, Alteration, or Repair)	1. SOLICITATION NUMBER 36C10F18R0665	2. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)	3. DATE ISSUED 10-24-2018	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 593-202J
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7. ISSUED BY Department of Veterans Affairs Office of Construction and Facilities Management 400 MARE ISLAND WAY SUITE 100 VALLEJO CA 94590	CODE	8. ADDRESS OFFER TO Dominik Gammon Department of Veterans Affairs CFM Western Region 400 MARE ISLAND WAY SUITE 100 VALLEJO CA 94590
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9. FOR INFORMATION CALL:	a. NAME Dominik Gammon	b. TELEPHONE NUMBER (Include area code) (NO COLLECT CALLS) 707-647-8990
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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)

This is a TWO-PHASE DESIGN-BUILD ACQUISITION - All qualified offerors may submit for Phase I. After PHASE I evaluation completion, selected PHASE II Offerors will be notified with instructions for PHASE II submission.
Description: The contractor shall provide all labor, tools, equipment, transportation, supervision, and supplies to complete the Project 593-202J, entitled "Cooling Tower #5 Removal and Replacement, VA Southern Nevada Healthcare System 6900 Pecos Rd, North Las Vegas, NV 89086.

It is the intent and objective of the Department of Veteran Affairs to award a contract for the design build. The work for this requirement consists of, but is not limited to: Contractor shall completely prepare site for building operations, including demolition and removal of existing equipment, and furnish labor and materials and perform Work Replace Cooling tower 5 as required for the following Scope of Work, and drawings and specifications.

Please the Statement of Work on the continuation page of the SF1442 for further reference.

The project magnitude is between \$250,000 and \$500,000. Davis Bacon Wages apply.
The NAICS Code is 238220 and the Small Business Size Standard is \$15 Million. This project is being solicited as SDVOSB A Pre-Proposal Conference and Site Visit will be scheduled and take place at the site specified. Be advised that this Offerors are highly encouraged to attend. Participants shall register via email to Dominik.Gammon@VA.GOV. Date of Conference and Site Visit will be announced with Phase II RFP.

Please submit all questions regarding the solicitation and supporting documentation in writing using the RFI Submission shall be submitted by email to Dominik.Gammon@va.gov. Phase I RFIs will be accepted until October 30, 2018, @ 4:30 PM PST All offerors are responsible for monitoring and downloading attachments and amendments from FedBizOpps (<http://www.fbo.gov>).

Phase I proposals are due November 15, 2018. 2pm PST to the address listed in Block 7 of this form.

11. The Contractor shall begin performance within 30 calendar days and complete it within 365 calendar days after receiving award, notice to proceed. This performance period is mandatory negotiable. (See 52.211-10).

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

a. Sealed offers in original and Five (5) copies to perform the work required are due at the place specified in Item 8 by 12:00 PM PST (hour) local time 11-30-2018 (date). If this is a sealed bid solicitation, offers must be publicly opened at that time. Sealed envelopes containing offers shall be marked to show the offeror's name and address, the solicitation number, the date and time offers are due.

b. An offer guarantee is, is not required.

c. All offers are subject to the (1) work requirements, and (2) other provisions and clauses incorporated in the solicitation in full text or by reference.

d. Offers providing less than 90 calendar days for Government acceptance after the date offers are due will not be considered and will be rejected.

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NOTICE TO PROPOSERS

THIS REQUEST FOR PROPOSAL IS ISSUED AS A TWO-PHASE DESIGN BUILD PROCUREMENT (REFERENCE FAR 36.3). **THE TIME AND DATE SET FORTH WITHIN IS FOR RECEIPT OF PROPOSALS FOR PHASE I ONLY.** PHASE II REQUEST FOR PROPOSAL WILL BE ISSUED ONLY TO THE SUCCESSFUL OFFERORS DETERMINED TO BE THE MOST HIGHLY QUALIFIED FROM PHASE I.

REQUEST FOR PROPOSAL NO.: 36C10F-18-R-0665

PHASE I PROPOSAL DUE DATE: November 15 , 2018 2:00 PM
Pacific Time

PROJECT TITLE: Cooling Tower #5 Removal and Replacement
Project Number: 593-202J
6900 Pecos Rd, North Las Vegas, NV 89086
Las Vegas Phase V - Admin Bldg.
VA Southern Nevada Healthcare System.

ALL REQUEST FOR INFORMATION/INQUIRIES (RFI's) CONCERNING THIS RFP MUST BE SUBMITTED IN WRITING VIA EMAIL TO THE BELOW ADDRESS AS INDICATED BELOW, AND **MUST BE RECEIVED NO LATER THAN October 30, 2018 AT 2:00PM PST**, IN ORDER TO PERMIT ADEQUATE TIME FOR THE GOVERNMENT TO RESPOND TO RFI's.

YOU MAY SEND YOUR RFI's TO, ON SUBJECT LINE: RFP No. PROJECT TITLE AND COMPANY NAME, VIA E-MAIL TO: Dominik.Gammon@va.gov. It is recommended to use a read receipt for verification of RFI's delivery confirmation. YOUR PROPOSAL AND/OR OTHER CORRESPONDENCE REQUESTING INTERPRETATION AND/OR CLARIFICATION SHOULD BE ADDRESSED TO:

**Office of Construction and Facilities Management - West Region
ATTN: Dominik Gammon
400 Mare Island Way, Suite 100 Vallejo, CA. 94950**

OFFER PRICING SHEET

Bids providing less than 90 Calendar Days of Government Acceptance after the date offers are due will not be considered and will be rejected.

The offeror agrees to perform the work required at the prices specified below in strict accordance with the terms of the solicitation, if this offer is accepted by the Government in writing within 90 calendar days after the date offers are due.

STATEMENT OF BID ITEM(S)

Removal of the existing Cooling Tower #5 (Marley NC8400) and the installation of a new Evapco (Model AT 114-3P24) cooling tower and associated piping and valves (contractor to design the cooling tower piping, controls and power). The new cooling tower piping and controls shall be integrated with the four-existing cooling tower piping and controls. The invert elevation at the basin outlet for cooling tower #5 will align with the other four existing cooling towers. It also requires the design of a new balancing valve on the newly installed cooling tower. For safety and maintenance purposes, the General Contractor shall install an access point (ladder or stairs) from the new tower to the ground. All required drawings, calculations and specifications for the design shall be included and submitted to the VA. Testing and witnessing the new tower running along with one or two of the existing towers to observe system operations, installation, proper use, etc. will be also be required.

Completion time: 365 Calendar days

Brand Name Only: Evapco (Model AT 114-3P24) (Single Cell) (Single Tower)

Base Bid \$ _____

Use a format similar to the following to identify and calculate cost of the work to be self-performed. Refer to the definitions pertaining to “Self-performance of work”, “On the Site” and “Total amount of work to be performed under the contract”. (Includes mobilization and utilization of owned or rented plant and equipment to be operated by the prime contractor’s own employees; only those materials which will be both purchased and installed by the prime’s own forces; labor associated with those aforementioned materials or equipment; only those supplies to directly support work performed by the contractor’s own employees; and the contractor’s own job overhead costs.)

NOTE: The intention of this set-aside is to have actual work performed by the Contractor's own forces or the forces of other SDVOSB contractors and not just "contract management". This contract is not intended for construction contract management firms.

Clearly describe the work to be self-performed:

Show Calculation of Self-Performed work:

B.1 Total Offer Price: \$ _

B.2 If applying for consideration as a General Contractor (multi-discipline projects) subtract Specialty Trades (Unless being self-performed) \$

B.3 Subtract G&A, home office overhead, prime contractor's markups for profit, bond, state use tax, etc. (\$)

B.4 Remainder is "Total amount of work to be performed under the Contract" \$

B.5 "Work to be self-performed": = \$ Amount shown on this line should match the amount shown for "Show Calculation of Self-Performed work"?

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

B.15 % Self-performed Work = Line B.5 / B.4 X 100% = %

1.1 52.225-10 NOTICE OF BUY AMERICAN REQUIREMENT—CONSTRUCTION MATERIALS (MAY 2014)

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

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

(c) Evaluation of offers.

(1) The Government will evaluate an offer requesting exception to the requirements of the Buy American statute, based on claimed unreasonable cost of domestic construction material, by adding to the offered price the appropriate percentage of the cost of such foreign construction material, as specified in paragraph (b)(3)(i) of the clause at FAR 52.225-9.

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

(d) Alternate offers.

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

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

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

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

(ii) May be accepted if revised during negotiations.

(End of Provision)

1.2 COORDINATION WITH NATIONAL CEMETERY ADMINISTRATION

Before starting any work on the Veterans Administration National Cemetery, the Contractor shall consult with the Resident Engineer and secure his permission to start the work. The Contractor shall perform the work within the parameters established by the Resident Engineer Contractor shall not interfere with the normal functioning of the cemetery.

ATTACHMENTS

INFORMATION REGARDING BID GUARANTEE AND BONDS

(a) Offers / Price Proposals / Technical Proposals submission requirements materials consisting of drawings, specifications and contract forms may be obtained only at the FBO website electronically: WWW.FBO.GOV.

(b) Subcontractors, material firms and others interested in preparing subbids may obtain a list of organizations and interested Offerors / Prime Contractors at that same FBO website.

(c) A bid guarantee is required in an amount not less than 20 percent of the bid price but shall not exceed \$3,000,000. Failure to furnish the required bid guarantee in the proper form and amount, by the time set for opening of bids, will require rejection of the bid in all cases except those listed in FAR 28.101-4, and may be cause for rejection even then.

(d) If the contract will exceed \$100,000 (see FAR 28.102-1 for lesser amount), the bidder to whom award is made will be required to furnish two bonds, a Payment Bond, SF 25A, and a Performance Bond, SF 25, each in the penal sum as noted in the General Conditions of the Specification. Copies of SFs 25 and 25A may be obtained upon application to the issuing office.

DESCRIPTION OF WORK: SEE BLOCK 10 OF SF 1442.

Cost Range: \$250,000.00 to \$500,000.00.

SECTION 00 11 21.5
REQUEST FOR PROPOSAL TO DESIGN BUILD
Cooling Tower #5 Removal and Replacement
PROJECT No. 593-202J
VA Southern Nevada Healthcare System

A. PART I - GENERAL

A1. Scope

- A. This Request for Proposal (RFP) is issued as Two-Phase Design-Build procurement (Reference FAR 36.3). Proposals will be evaluated in Phase I to determine which offerors will submit proposals for Phase II. A maximum number of five (5) offerors will proceed to Phase II unless the contracting officer determines that a number greater than five (5) is in the Government's interest and is consistent with the purposes and objectives of this two-phase design build project. Phase II RFP will be issued

only to those successful offerors determined to be most highly qualified from Phase I. One firm fixed price contract will be awarded using competitive negotiation.

B. This is a Design-Build project for Removal and Replacement of Cooling Tower #5.

The Design-Build Team (DBT) shall provide all labor, materials, tools, equipment, and design-build services necessary for design and construction of a project described herein as well as other specific tasks as further defined by this Request for Proposal (RFP).

The project will be comprised of the following stages: planning, design and construction services. The DBT should be aware that before moving forward from one stage to another is necessary to complete and obtain the approval of the current stage from Project Manager.

The DBT shall provide design and construction services for the project described within this document. Such services include but are not limited to: surveys, assessments, technical studies, technical reports, analyses, permits, design, development of construction documents, technical expertise, labor, materials, tools, equipment and all services that are deemed necessities for the proper design and construction of the project described herein.

Prior to begin with the design, the Design-Build Architect / Engineer (DB-A/E) shall perform a complete assessment of the scope area in order to be familiarized with the project and identify all design/construction concerns, non-compliance issues and deficiencies that need to be addressed along with its respective solutions (proposed).

The DB-A/E who prepares the construction documents shall be a professional architect or engineer licensed in the State of Washington. The professional seal indicating such license shall appear on the final construction documents. The architect and/or engineer whose seal is shown in construction documents will be known as the Architect or Engineer of Record.

The DB-A/E must have a proved experience of at least five years (5 yrs.) in design and supervision of project of similar or major complexity to this one. The A/E shall certify the design compliance with all latest design standards, design manuals and national codes used by the VA, as well as all Federal and local Requirements and Regulations. The required stamp on construction documents (e.g. drawings, technical specifications) of the licensed architect or engineer of record will be considered as certification of such compliance.

Provide a calculation booklet including but not limited to: computations and sizing calculations for structural, electrical, mechanical, site, surveying, and any other designs calculations as required. For computerized calculations, submit complete and clear documentation of computer programs, interpretation of input/output, and description of program procedures. Provide assessment reports, technical specifications, list of submittals and quality tests, material specifications, and finishes samples among others to properly understand and discuss the intent of the design.

C. The General Contractor is to design-build, acquire and install a new Evapco cooling tower, associated controls and one (1) balance valve at the Central Utility Plant. The reconfigured tower elevation is to

be designed to be compatible with the four existing Evapco cooling towers. The water flow to the new tower is to perform at a capacity that is concurrent with the existing towers. The General Contractor will be responsible for providing all necessary testing, balancing and commissioning of the new tower and associated items. The current EVAPCO models is – AT2280724 the Serial#: 8-352432-A, 8-352432-B, 8-352433-A, & 8-352433-B). This will be a design/build project to replace the failing one (1) Cooling Tower Replacement induced draft cooling towers with similar one (1) tower with same design/capacity, with VFD controller.

- D. (A/E) is to provide site visits for to oversee and inspect the installation of the new Evapco cooling tower, associated controls, and one (1) balance valve at the Central Utility Plant for the entire VAMC. In addition, the A/E will be responsible for reviewing associated submittals, shop drawings and RFIs given to the VA for the new cooling tower.
- E. The project will involve all trades required for the complete replacement of the existing cooling tower for the campus.
- F. The scope of the project will include, but not limited to, the removal of existing cooling tower and associated equipment in accordance with OSHA Lead in Construction standards.
- G. Modification of existing structural steel roof dunnage and the installation of new steel framing to supplement the existing support for the tower, additional reinforcement of existing steel framing to support new cooling tower below tower. d. Installation of new cooling tower and associated equipment and piping (as indicated on dwgs.).
- H. Furnish & install new elevated metal grated platforms (at two levels) to provide access to cooling tower.
- I. The MEP work will involve demolition of the cooling tower and associated piping and installation of the reconfigured, new condenser water piping with associated valving and cooling tower supports. The new tower will receive new water treatment and side stream filtration, new automatic controls which will be incorporated in the existing hospital Building Automation System (BAS).
- J. The work shall include replacement of the existing condenser water pumps and associated valving and electric service.
- K. The replacement tower shall be stand alone, single cell individual units equipped with VFD.
- L. Electric service to existing tower and condenser water pumps will be replaced.

DELIVERABLES

The DB-A/E shall be responsible to submit multiple design review packages (Design Development, Construction Documents and Issue for Construction Documents). Each review package will be discussed, reviewed, commented, and approved or disapproved by the VA reviewer. At each review stage the DBT will perform a value engineering review. All hardcopy and electronic documents provided shall be in good and readable condition.

The design documents for each submission may include, but not limited to: assessment reports, drawings, technical specifications, design narrative/analysis, submittal list, cost opinion, material specifications, and finishes samples among others. A presentation meeting to review and resolve design issues will be held for each design review package submitted. The meeting will also include discussion of VA comments on functional relationships and technical peer review comments (by others). The meeting will be coordinated by the DBT, upon mutual consent between the contracting officer, VA project manager and DBT. The DBT shall prepare written minutes of all meeting with the Government concerning contractual and design matters. Copies of the minutes shall be furnished to the Contracting Officer and VA project manager within two calendar days of meeting. The DBT shall prepare written records of phone conversations addressing major design issues, and furnish a copy to the Contracting Officer and VA project manager within five calendar days. The DBT shall keep the Project Manager and Contracting Officer informed at all times of the status and progress of the design phase. The DBT shall include a textbox indicating date of submission, file name, and revision on all reports, studies, drawings and all other submission material.

Design Development (75%)

The Design Development (DD) represents the submission of the seventy five percent (75%) of the design progress. The submittal of the DD shall be in accordance with the applicable requirements of the design development submission of VA PG 18-15 and the review comments of the approved SD submission. Submission requirements are detailed at the following internet address:

<http://www.cfm.va.gov/TIL/>. Other requirements are detailed hereon. The DD shall provide a well-organized design narrative, drawings, VA Master Construction Specifications (PG-18-1), and Cost Estimate in accordance with Manual for Preparing Cost Estimates and Related Documents for VA Facilities: <http://www.cfm.va.gov/cost/>.

VA Master Construction Specifications may not cover some of the project elements. It is the responsibility of the DB-A/E to develop specification sections (as necessary) to cover such project elements. New sections of specifications developed by the DB-A/E shall be in the same format as that used in VA Master Specifications. Within **30** calendar days after notice to proceed, submit two hardcopy appropriately labeled "design development" and electronic copy (CD- ROM) of the DD package for review and approval. Coordinate with the Contracting Officer and provide the verbal presentation. VA will return the design development review comments, **15** calendar days after the presentation.

Construction Documents (100%)

The Construction Documents (CD) represent the submission of the hundred percent (100%) of the Design progress. The submittal of the CD shall be in accordance with the applicable requirements of the construction documents submission procedures noted and the review comments of the approved DD submission. Submission requirements are detailed at the following internet address: <http://www.cfm.va.gov/TIL/>. Other requirements are detailed hereon.

The A/E shall submit the 100% design documents in accordance with this contract. Design narrative/analysis, construction drawings, renderings, technical specifications, construction phasing, submittal list, catalog cuts, equipment description, schedule of work and all related construction documents shall be completed, coordinated and ready for the final review and approval. Within **20** calendar days after design development review comments, submit two hardcopy appropriately labeled "Construction Documents" and electronic copy (CD- ROM) of the CD package for review and approval. Coordinate with the Contracting Officer and provide a verbal presentation. VA will return the construction documents review comments **15** calendar days after the presentation.

A2. Definitions

A. Design-Build (DB) as defined by the Department of Veterans Affairs (VA) is the procurement by the VA, under one contract, with one firm or joint venture (JV) for both design and construction services for a specific project.

1. Contracting Officer: The services to be performed under this contract are subject to the general supervision, direction, control and approval of the Contracting Officer.

2. Project Manager: The Contracting Officer's Representative (COR) responsible for administering design contracts authorized by the contracting officer.

3. Resident Engineer: The Contracting Officer's authorized representative at the construction site. When more than one Resident Engineer is assigned to a construction project one is designated as being in-charge and is called the "Senior Resident Engineer"(SRE). The SRE is responsible for protecting the VA's interest in the execution of the construction contract work. His duties include surveillance of all construction work to assure compliance with the contract documents, interpretation of the contract documents, approval of changed work, approval of all submittals, samples, shop drawings, etc. The SRE may issue change orders and modifications to the Contractor within the limitations set forth in his delegation of authority from the Contracting Officer.

4. Design Build Contract: This term, as used herein, refers to the Contract(s) to perform the design and construction of the project.

5. Contractor: This term, as used herein, refers to the contractor under this contract or the DBT team.

6. AE: This term, as used herein, refers to the Architect-Engineer firm(s) that is a part of the DB team, also referred to as DB- A/E.
7. RFP/AE: The firm(s) directly hired by the VA for the preparation of the RFP Documents and to provide other technical assistance to the VA.

Source Selection Procedures:

1. Source Selection Overview: In accordance with FAR 15.3, the objective of source selection is to select the proposal that represents the best value. A contracting officer is designated as the source selection authority (SSA), unless the agency head appoints another individual. The SSA establishes an evaluation team that includes appropriate contracting, legal, and technical expertise to ensure a comprehensive evaluation of offers. The award decision is based on evaluation factors and significant sub-factors that are tailored to the acquisition. The factors represent the key areas of importance and emphasis to be considered in the source selection decision; and support meaningful comparison and discrimination between and among competing proposals.
2. Evaluation: The proposal evaluation is an assessment of the proposal and the offeror's ability to perform the prospective contract successfully. The technical, price, and source selection boards will evaluate competitive proposals and then assess their qualities solely on the factors and subfactors specified in the solicitation. Evaluations may be conducted using any rating method or combination of methods, including color or adjectival ratings, numerical weights, and ordinal rankings. The relative strengths, deficiencies, significant weaknesses, and risks supporting proposal evaluation shall be documented in the contract file.
3. Past Performance: Past performance information is one indicator of an offeror's ability to perform the contract successfully. The currency and relevance of the information, source of the information, context of the data, and general trends in contractor's performance shall be considered. This comparative assessment of past performance information is separate from the responsibility determination required under FAR [Subpart 9.1](#).
4. Tradeoff Source Selection: If tradeoffs are performed, the source selection records shall include an assessment of each offeror's ability to accomplish the technical requirements; and a summary, matrix, or quantitative ranking, along with appropriate supporting narrative, of each technical proposal using the evaluation factors.
5. SSA's Final Decision: The SSA's decision shall be based on a comparative assessment of proposals against all source selection criteria in the solicitation. While the SSA may use reports and analyses prepared by others, the source selection decision shall represent the SSA's independent judgment. The source selection decision shall be documented, and the documentation shall include the rationale for any business judgments and tradeoffs made or relied on by the SSA, including benefits associated with additional costs. Although the rationale for the

selection decision must be documented, that documentation need not quantify the tradeoffs that led to the decision.

6. Source Selection for this procurement:

a. Phase I of this procurement will result in a narrowing of offerors to a maximum of five (5) firms in accordance with FAR 36.303-1 based on the following evaluation factors in descending order of importance, technical evaluation factors will include Design-Build Experience and Past Performance. Offerors will be evaluated in the following manner:

Phase I:

A. Design-Build Experience

1. Corporate Project Experience (Factor)
2. Technical/Management Approach (Factor)
3. Past Experience working as a Design-Build team (Factor)

B. Past Performance

1. Past Performance Questionnaires (Factor)
2. Safety Record (Factor)

b. Through an amendment to the Phase I solicitation, Phase I successful offers will be notified to submit the requirements for Phase II Technical and Price Proposals. The Phase I factors are not to be resubmitted in Phase II; however, the cumulative rating from the Phase I factors carries through to Phase II and is as equal in importance to Phase II, Factor 4 – Price for proposal evaluation. The Phase I and Phase II technical evaluation factors, when combined, are more important than price. Phase II evaluation technical factors (Factors 1 – 3) are listed below in descending order of importance:

Phase II:

1. Technical Solution
2. Construction Management:
 - Ability to Staff Project
 - Management Approach
 - Capability to Perform
3. Schedule
4. Price

c. The Government reserves the right to reject any or all proposals at any time prior to award; to negotiate with any or all offerors; to award the contract to other than the offeror submitting the lowest total price; and to award to the offeror submitting the highest technically rated or the lowest total price proposal; and to award to the offeror submitting the proposal determined to be the most advantageous best value to the Government. Offerors are advised an award may be made in Phase II without discussion or any contact

concerning the proposals received. Offerors should not assume that they would be contacted or afforded an opportunity to qualify, discuss, or revise their proposals. However, the Government reserves the right to clarify certain aspects of proposals or conduct discussions providing an opportunity for the offeror to revise its proposal.

C. Tentative Schedule:

Request for proposal issued, Phase 1	9/23/2018
Request for Information (RFIs)	10/30/2018
Phase I Proposals submitted	11/30/2018
Determine Highly Qualified for Phase II (maximum of 5)	TBD by Contracting Officer
Submit Phase II RFP & documents from competitive range offerors	TBD by Contracting Officer
Phase II Proposals Submitted	TBD by Contracting Officer
Contract award	TBD by Contracting Officer
Notice to proceed	TBD by Contracting Officer
Construction completion/final inspection/ custody receipt	TBD by Contracting Officer

D. Schedule Objectives - The anticipated completion of this project is 365 days after “Notice to Proceed” (NTP). The proposed schedule may be shorter than this, see Phase II, Factor 3.

A3. Cost Range

The anticipated cost range for this project is between \$250,000.00 and \$500,000.00

A4. Pre-Proposal Conference (PHASE II ONLY)

The Phase II pre-proposal conference will occur during in Phase II submission, VA Southern Nevada Healthcare System. All Offerors, consultants, subcontractors, manufacturers and suppliers are encouraged to attend; time and date to be announced.

DO NOT SUBMIT PHASE-II WITH PHASE I ONLY THE MOST HIGHLY QUALIFIED OFFERORS WILL BE INVITED TO SUBMIT A PHASE II PROPOSAL.

A5. Selection Criteria

- A. General: **Phase I Proposals** will be evaluated to determine the most highly qualified offerors to advance to Phase II. A Responsibility determination will be made in accordance with FAR Part 9.1, Responsible Prospective Contractors. **Phase II Proposals** will be evaluated and award will be made on the basis of both price and technical considerations most advantageous to the VA as per FAR Part 15.101(a), Tradeoff, as the Government may consider award to other than the

lowest priced offeror or other than the highest technically rated offeror if it is in the best interest of the Government.

B. Technical Evaluation Factors, PHASE I & PHASE II:

The basis of evaluation for the Phase I & Phase II technical evaluation factors is located within Part III, Section C with each evaluation factor. The Phase I factors are **not** to be resubmitted in Phase II; however, the cumulative rating from the Phase I factors carries through to Phase II and is as equal in importance to Phase II, Factor 4 for proposal evaluation. Phase II evaluation technical factors (Factors 1 – 3) are in descending order of importance. The Phase I and Phase II technical evaluation factors, when combined, are approximately equal to price. Offerors are advised the Tradeoff process is determined to be in the best interest to the Government and award may be made to other than the lowest priced offeror or other than the highest technically rated offeror (Reference FAR 15.101-1).

C. Phase II Non-Technical Factor 4, Price

1. Phase II, Factor 4, Price: Offerors are advised the Tradeoff process (Reference FAR 15.101-1) is determined to be in the best interest of the Government and award may be made to other than the lowest priced offeror or other than the highest technically rated offeror.
 - a. The Government reserves the right to make price/technical trade-offs that are in the best interest and advantageous to the Government in accordance with FAR 15.101, Tradeoff.
 - b. Price will be evaluated on the basis of its reasonableness, and acceptability to the Government subject to availability of funds. Pricing shall be entered onto the Bid Schedule located within the SF1442.
 - c. Analysis will be performed using one or more of the following techniques to ensure a fair and reasonable price:
 - (a) Comparison of proposed prices received in response to the RFP.
 - (b) Comparison of proposed prices with the Independent Government Cost Estimate.
 - (c) Comparison of proposed prices with available historical information.
 - (d) Comparison of market survey results.

B. PART II - RESPONSIBILITIES

B1. VA Team

- A. The RFP development A/E team shall not be included as members of the offeror's DB team. The VA will retain their RFP A/E team for the remainder of the project's development for design and construction period review, and monitoring purposes.

- B. The VA team is also comprised of VA Office of Construction & Facilities Management (CFM), Western Region located in Vallejo, CA, Resident Engineers (RE) who will be located at the construction site and VA medical center staff. The coordinator/manager of the VA team on site will be the RE, who will have Contracting Officer authority.

B2. Design-Build Team:

- A. The DB team includes all J/V partners (if applicable), consultants and subcontractors to the one firm. The DB team shall provide Architectural and Engineering disciplines for the preparation of construction documents, and construction contractor capabilities for construction of the project.
- B. The RFP documents are intended to define existing conditions, certain required items, and design parameters to be included in the project. It is the DB Team's responsibility to complete the documents and construction in a manner consistent with the intent of the RFP documents within the required time period (contract length).

C. PART III - PROPOSAL REQUIREMENTS

C1. General

A. Phase I proposals shall be based on solicitation documents issued for RFP Solicitation Number 36C10F-18-R-0665 Proposals will be in the format stipulated.

1. Phase I proposals shall be received BY 2:00 PM Pacific Time, November 15, 2018. Proposals that are received after this time shall be *late* and shall not be considered. There will be no public opening of the proposals.

2. Submit sealed proposals to:

- a. US Postal Service Deliveries:
Dominik Gammon, Contract Officer
Office of Construction and Facilities Management
Department of Veterans Affairs
400 Mare Island Way, Suite 100
Vallejo, CA 94590
- b. Commercial Delivery Services / Hand Carry
(Monday - Friday, 7:30 AM to 4:00 PM):
Dominik Gammon, Contract Officer

Office of Construction and Facilities Management
Department of Veterans Affairs
400 Mare Island Way, Suite 100
Vallejo, CA 94590

3. Phase I will be evaluated for technical qualifications only. Offeror shall separately tab each section (see Section C3). Each section must therefore be labeled with the Offeror's organization, business address, and VA Project Number. Offerors shall affix their names and return addresses on their envelope/packaging. See Section C3 for submission requirements.

B. Phase II proposals shall be based on solicitation documents **issued to the Phase I offerors determined to be the most highly qualified**. Proposals will be in the format stipulated in Section C4.

1. The due date, time, and submission address of Phase II proposals will be given within the Phase II RFP.
2. Phase II evaluation will request technical and price proposals. Offeror shall separately tab each section (See Section C4). See section C4 for submission requirements.

C2. Proposal Revisions (FAR 52.215-1)

A. If determined to be necessary, proposal revisions may be requested from the offerors determined to be in the competitive range. The Contracting Officer will identify those offerors in accordance with the selection criteria identified in the request for proposal. Revised proposals will be due at a time and place to be determined.

B. Please be advised that the Government intends to evaluate Phase I & Phase II and award a contract from Phase II proposals without discussions with offerors (except clarifications as described in FAR 15.306(a)). Therefore, the offeror's initial proposal should contain the offeror's best terms from a cost or price and technical standpoint. The Government reserves the right to conduct discussions if the Contracting Officer later determines them to be necessary.

C3. PHASE I – TECHNICAL PROPOSAL SUBMISSION REQUIREMENTS

A. The Phase I proposal shall address the evaluation factors listed at A.5. Pay close attention to page limitations set within the technical factors as submission beyond the limit will not be accepted. Offeror is required to prepare and submit an original and five (5) copies plus CDs of the technical evaluation factors in a binder **CLEARLY MARKED:**

“PHASE I TECHNICAL PROPOSAL – DO NOT OPEN IN MAILROOM”.

Evaluation scores will be based, in order of importance, upon the criteria in Part I, A5, provides a checklist that should be included in the front of the technical proposal.

PHASE I

REQUEST FOR QUALIFICATIONS (RFQ)

“PHASE I TECHNICAL PROPOSAL SUBMISSION REQUIREMENT”

PHASE I, TECHNICAL PROPOSAL BINDER SUBMITTAL CHECKLIST

(One original and five copies and One CD)

Solicitation: 36C10F-18-R-0665

Project Title: Cooling Tower #5 Removal and Replacement

INTRO

PAGE

First page MUST clearly indicate:

Name and Address of Proposer

Business Arrangement (Joint Venture or Teaming Arrangements clearly identified)

Contact Name and Phone Number

Email Address

DUNS Number

CAGE Code

Tax Identification Number

TAB 1 Factor A.1, Corporate Project Experience (with supporting documentation per solicitation)

TAB 2 Factor A.2, Technical/Management Approach (with supporting documentation per solicitation)

TAB 3 Factor A.3, Past Experience working as a Design-Build team (with supporting documentation per solicitation)

TAB 4 Factor B.1, Past Performance Questionnaires Design-Build team

TAB 5 Factor B.2, Safety Record (with supporting documentation per solicitation)

TAB 6 CD of Technical Proposal (TABs 1 – 5 above)

The technical proposal shall not exceed 60 pages' single side.

Phase I, the evaluation factors in descending order of importance, technical evaluation factors will include Design-Build Experience and Past Performance. Offerors will be evaluated in the following manner:

A. Design-Build Experience

1. Corporate Project Experience (Factor)
2. Technical/Management Approach (Factor)
3. Past Experience working as a Design-Build team (Factor)

B. Past Performance

1. Past Performance Questionnaires (Factor)
2. Safety Record (Factor)

A. DESIGN-BUILD EXPERIENCE: This factor will be evaluated on the basis of Corporate Project Experience, Technical/Management Approach, and Past Experience Working as a Design-Build Team, in descending order of importance.

1. Corporate Project Experience - The Offeror will demonstrate corporate construction experience with a minimum of 3 projects in an operating healthcare environment, that are ongoing or completed within the last 5 years, and of similar size (square footage, dollar amount), scope (seismic renovation, healthcare) and complexity. Greater weight will be given to offeror's experience as a prime contractor rather than as a consultant. Provide the following information:

- a) Project title, location and brief description including the building use (Medical Facility, etc.) and contracting method (e.g., design build, design bid construct, CM at risk).
- b) Project owner, name, telephone number and email of owner's contact person.
- c) Project Prime Contractor and Major Subcontractors with name, telephone number and email of contact person(s).
- d) Project Statistics including start and completion dates (original vs. actual) for construction; cost (original vs. actual) with brief explanation of what is included in the cost; square footage; foundation type; number of levels; and any letters of recommendation, performance evaluations and/or awards received.
- e) Key Personnel Project Experience (Specialized experience and technical competence). The Offeror will demonstrate the relevant experience of the key personnel listed below. Note if one individual is proposed for more than one position listed.

- I. Overall Project Manager
- II. Construction Project Manager
- III. Project Superintendent
- IV. Safety Manager
- V. Quality Control Manager
- VI. Architect to be registered in State of Washington
- VII. Engineers to be registered in State of Washington

Biographical data will include the following:

- Name of individual.
- Company employed by.
- Company position title.
- Years with the company.
- Describe work experience with projects that were seismic projects or were medical facilities and the company (by name) they worked for when involved in the project
- An indication of which (if any) projects submitted under Corporate Experience (above) the individual participated in and what the individual's responsibility was for that project.
- An indication of which other individuals submitted under Project Personnel Experience this individual has worked with and the project they worked on together, noting if that project has been submitted under Corporate Experience (above).
- Position that the individual will hold in regard to this contract/project team, description of duties and what percentage of the individual's time would be committed to the project during both the design and construction phases.
- Describe job related educational experience including copies of degrees, certificates, business license and work-related license issued by State of Washington.

2. Technical/Management Approach – The three sub-factors are equal in importance.
 - a) Project Delivery Philosophy – Include expectation statements concerning elements for successful Partnering, communication, and Conflict Resolution for past Design-Build project.

b) Project Organizational Chart and Narrative – Include all team members submitted under Key Personnel Project Experience above as well as any other management staff proposed. Organizational chart should indicate for each management staff assigned to the project: the individual's location – on site or off site, and percentage of time dedicated to the project. Clearly describe the prime responsible firm (or firms if J/V) and individuals as well as the roles and responsibilities of individuals proposed as consultants and sub-contractors. Provide a list of all consultants and all proposed major subcontractors, including telephone number, address, and name of contact.

c) Company Quality Control Plan: Provide plan to document company methodologies for ensuring the quality of deliverables conformance with VA program requirements.

3. Past Experience working as a Design- Build team Provide three specific examples of Design-Build approach to medical facility projects completed within the last five years of similar size and scope.

B. PAST PERFORMANCE: This factor will be evaluated on the basis of Past Performance Questionnaires completed and submitted by references of projects submitted under– Corporate Project Experience to determine client satisfaction, and the past safety record of prospective contractor. The Evaluation Team may consider past performance data from a wide variety of sources both inside and outside the Federal Government. Past Performance Questionnaires will be rated higher than the Safety Record.

1. Past Performance Questionnaires – The references are to submit completed questionnaires to the Contracting Officer by the due date and time for receipt of proposals. The questionnaires will be evaluated to determine client satisfaction, for elements including Cost Control, Quality Control, Effectiveness of Management, Timely Performance, and Compliance with Labor and Safety Standards. Provide a minimum of three (3) projects that are completed or approximately 90 percent complete. Include project name, location, initial design dollar funding limitation, final construction cost, and project point of contact with telephone number and email address. Projects should be from 2012 – present and include current client contacts, project due date, design completion date and final cost estimate compared to the contract award amount (note whether bid or negotiated). 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 and will receive a neutral rating.
2. Safety Record – The Offeror will provide documentation that specifies Contractor in question has no more than three serious, or one repeat, or one willful OSHA or EPA violation(s) in the past 3 years and has an Experience Modification Rate (EMR) of equal to or less than 1.0.

Rating standards and definitions

The technical evaluation factors will be evaluated on an adjectival basis with the following adjectival ratings: Outstanding, Excellent, Acceptable, Marginal, Unacceptable (and Neutral for Past Performance).

Offerors are advised any strengths that are accepted by the government may be incorporated into the contract as the minimum performance requirement. "Deficiency" is 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. "Weakness" means a flaw in the proposal that increases the risk of unsuccessful contract performance. A "significant weakness" in the proposal is a flaw that appreciably increases the risk of unsuccessful contract performance.

1. Phase I, Design-Build Experience, Corporate Project Experience, Factor 1,

Factor 1 consists of two subfactors: 1A, Project Experience and 1B, Personnel Experience. The evaluation of subfactors 1A and 1B are of equal importance to the determination of Factor 1 rating.

a. Phase I Subfactor 1A: Project Experience:

i) **Submission Requirements:** Submit a maximum of three (3) completed construction projects within the last five (5) years by a Design Build contract and/or contract similar in size (\$200,000 to \$500,000) and scope (phased renovation) to this project. (Design Build as defined by the VA, see article A1.2). The Offeror shall demonstrate their experience on relevant Design/Build and projects that are similar in size, scope, and complexity to the RFP. Scoring will be more favorable if both criteria are met. Indicate the number of design/build projects construction contractor and AE have completed together. **Page limitation: One page (in 12- point font) for each project.** In describing project design and construction experience, provide the following information:

- a) Project title, location and brief description including the building use (Medical Facility, Major Building Renovation, etc.) and contracting method (design build, design bid construct, CM at risk etc.).
- b) Project owner, owner's point of contact and telephone number of owner's contact person.
- c) Project Design Architect and Engineers (consultants if utilized) and name and telephone number of contact person(s).
- d) Project Prime Contractor and Major Subcontractors and name and telephone number of contact person(s). Note each firm and managing persons (project manager/superintendent /foreman as the case may be) also proposed for this solicitation.
- e) Project Statistics including start and completion dates (original vs. actual) for design and construction; cost (with brief explanation of what is included in the cost); square footage; foundation type; number of levels; and any awards (prizes) received.

ii) **Basis of Evaluation: Phase I, Subfactor 1A: Project Experience:** The basis of evaluation will include the Offeror's experience in performing relevant construction projects as defined in the solicitation submittal requirements. The assessment of the Offeror's relevant experience will be used as a means of evaluating the capability of the Offeror to successfully meet the requirements of the RFP. Proposals that fail to provide required and complete information will be rated lower. Relevant projects where the Prime and Sub-contractors have previously worked together will receive a higher rating. Relevant projects that demonstrate design build experience will receive a higher rating. Offerors providing more projects (maximum 5) of similar size and scope will be more favorably rated.

b. Phase I, Subfactor 1B: Personnel Experience:

i). **Submission Requirements:** The Offeror shall demonstrate the relevant experience of key project personnel who will be assigned to this project. **Page limitation: One page (in 12-point font) for each person.**

- a) Biographical data shall include the following:
 - i. Name of individual.
 - ii. Company employed by.
 - iii. Company position title.
 - iv. Years with the company.
 - v. Describe work experience with projects that were completed by the design build process, were medical facilities and the company (by name) they worked for when involved in the project.
 - vi. An indication of which (if any) projects submitted under Corporate Experience (above) the individual participated in and what the individuals responsibility was for that project.
 - vii. An indication of which other individuals submitted under Project Personnel Experience this individual has worked with and the project they worked on together, noting if that project has been submitted under Phase I Factor 1, subfactor 1A, Project Experience.
 - viii. Provide State of Washington issued License for every discipline.

b) Supply this biographical data for key personnel for at least the following: (Note if one individual is proposed for more than one position listed):

- i. Overall Senior Project Manager
- ii. Design Project Manager
- iii. Construction Project Manager.
- iv. Architect/Engineer Field Representative.
- v. Construction Superintendent
- vi. Quality Control Manager

ii) **Basis of Evaluation: Phase I, Factor 1, Subfactor 1B: Personnel Experience:** The basis of evaluation will include the Offeror's proposed personnel's experience in performing relevant construction and design projects as defined in the solicitation submittal requirements. The assessment of the personnel's experience will be used as a means of evaluating the capability of the Offeror's personnel to successfully meet the requirements of the solicitation.

2. Phase I, Design-Build Experience, Technical/Management Approach, Factor 2

i. **Submission Requirements:** Provide a brief narrative (**page limitation: one page (in 12- point font) for brief narrative**) describing the Offeror's method to manage the project to achieve design and construction design objectives as described in the solicitation. The following shall be included in the narrative:

1) Design Approach: Describe the techniques and methods for an efficient, effective design to include interface and coordination with the existing building systems, appropriate equipment sizing, and DDC controls integration.

2) Construction Approach: Describe the techniques and methods for this phased construction project to include coordination with the design packages, the synchronization of phases, and integration with the existing building systems.

ii. Basis of Evaluation: Phase I, Design-Build Experience, Technical/Management Approach, Factor 2:

The basis of evaluation will include the Offeror's proposed technical approach for this design build project as defined in the solicitation submittal requirements. The assessment of the Offeror's method to manage the project shall be used as a means of evaluating the Offeror's ability to successfully meet the requirements of the solicitation.

3. Phase I, Design-Build Experience, Past Performance, Factor 3,

i. **Submission Requirements:** Contact persons supplied for Phase 1, Factor 1 - Corporate Project Experience projects will be contacted by the Evaluation Panel and asked the questions listed in appendix A, Past Performance Questionnaire. The contact's responses will be scored based on the projects participated in by the Prime (Construction Contractor and Architect firm) being weighted more heavily than projects participated in by consultants, sub contractors and individuals. If Offeror has PPIRS reports, **printed copies of these reports shall be submitted for this factor and included on the CDs. Please refer Past Performance Questionnaire** In addition to the above, the VA may review any other sources of information for evaluating past performance. Other sources may include, but are not limited to, past performance information retrieved through the Past Performance Information Retrieval System (PPIRS) using all CAGE/DUNS numbers of team members (partnership, joint venture, teaming arrangement, or parent company/subsidiary/ affiliate) identified in the offeror's proposal, inquiries of owner representative(s), and any other known sources not provided by the offeror.

While the VA may elect to consider data from other sources, the burden of providing

detailed,
rests with the Offeror.

current, accurate and complete past performance information

ii. Basis of Evaluation: Phase I Design-Build Experience, Past Performance Factor 3: The basis of evaluation will be the degree to which past performance evaluations and all other past performance information reviewed by the Government (e.g., PPIRS, FAPIIS, performance recognition documents, and Information obtained from any other source) reflect a trend of satisfactory performance considering:

- 1) a pattern of successful completion of tasks;
- 2) a pattern of deliverables that are timely and of good quality;
- 3) a pattern of cooperativeness and teamwork with the Government at all levels (task managers, contracting officers, auditors, etc.);
- 4) tasks that are identical to, similar to, or related to the task at hand; and
- 5) fiscal responsibility of Government funds.

If the offeror lacks a record of relevant or available past performance history or there is no expectation of either successful or unsuccessful performance based on the offeror's past performance record, the past performance evaluation will be given a neutral rating.

4. Past Performance

1. Phase I, Past Performance Questionnaires, Factor 1,

i. Submission Requirements: Past Performance Questionnaires completed and submitted to the Contracting Officer by the due date and time for receipt of proposals. Past Performance Questionnaire (provided).

PAST PERFORMANCE QUESTIONNAIRE

The Department of Veterans Affairs Office of Construction and Facilities Management (CFM) is considering the Offeror listed below for award of a General Construction contract – **Cooling Tower #5 Removal and Replacement, VA Southern Nevada Healthcare System, 6900 Pecos Rd, North Las Vegas, NV 89086.**

Your comments would be appreciated regarding this firm’s past performance. The intent of this form is to evaluate the company’s ability to perform the work as described in the solicitation. Please complete the enclosed questionnaire as thoroughly as possible. Space is provided for comments.

In addition to submitting this questionnaire, the VA CFM may contact you in order to obtain any additional information regarding a contract award.

Please email your completed questionnaire to dominik.gammon@va.gov. or fax to 707-562-8348, attention Dominik Gammon by the due date and time specified for receipt of offers. If you have questions regarding the attached questionnaire, or require assistance, please contact Dominik Gammon at 707-647-8990 or by email.

Past Performance Information:

Name and Address of Company (Offeror) being evaluated:

Contract Number/Delivery or Task Order Number, Title, & Location of project the Offeror performed:

Evaluator: (The following information will assist in the analysis of the data. Information will be kept confidential)

Name of Evaluator:

Address:

Phone Number:

Position held or function in relation to project:

Rating: Please evaluate the past performance using only the following ratings without variation. ***DO NOT RATE ON A “+” OR “-” SCALE.*** If a “+” or “-” is used, the rating without the “+” or “-” will be applied. In addition to the ratings, please provide a short narrative in the appropriate block or in the remarks section of this form.

“O”	Outstanding	Exceeds many of the contract requirements in a way which yields significant benefit to the Government. Contains considerable strengths. Weaknesses, if any, are of small impact. There are no significant weaknesses or deficiencies.
“G”	Good	Exceeds some of the contract requirements which yields some benefit to the Government. Rating indicates that the proposal contains some strengths, and few weaknesses. There are no deficiencies.
“A”	Acceptable	Meets all requirements. Proposal offers no significant benefits beyond the stated requirements, but has no significant weaknesses or deficiencies.
“M”	Marginal	Proposal has shortcomings that raise questions about whether some of the contractual requirements can be met, or has one or more significant weaknesses. Any deficiencies and significant weaknesses are correctable without major revisions to the proposal.
“U”	Unacceptable	Fails to meet most of the contractual requirements. Contains significant weaknesses and one or more deficiencies for which correction would require a major revision or complete rewrite of the proposal.

Please rate and provide any supporting information/comments for the following:	
1. The relationship between the General Construction Contractor and client/customer contract team:	O G A M U
2. The General Construction Contractor's management and coordination of consultants / subcontractors:	O G A M U
3. Overall corporate management, integrity, reasonableness, and cooperative conduct:	O G A M U
4. Quality of work:	O G A M U
5. Quality control procedures and execution:	O G A M U
6. Management and adherence to the performance schedule and cost limits:	O G A M U
7. Ability/actions to improve schedule problems, if applicable	O G A M U
8. Compliance with labor and safety standards.	Yes No
9. Was the customer satisfied with the end product? If no, please explain.	Yes No

10. Has the firm being evaluated been provided an opportunity to discuss or respond to any negative comments or performance ratings? If so, what were the results?	Yes No N/A
11. Additional remarks:	
12. Overall rating for this firm:	O G A M U
Signature of Evaluator:	
Date:	

ii. Basis of Evaluation: Past Performance: The VA will assign an adjectival rating based on the information provided by the references and any other source. 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 and will receive a neutral rating. However, the proposal of an offeror with no relevant past performance history, while rated neutral in past performance, may not represent the most advantageous proposal to the Government. The Evaluation Team may consider past performance data from a wide variety of sources both inside and outside the Federal Government. The Government evaluation team will conduct an evaluation based on past performance of offerors as it relates to the probability of successfully performing the solicitation requirements, and the Past Performance evaluation will assess the relative risks associated with an offeror's likelihood of success in fulfilling the solicitation's requirements based on the performance risk standards as indicated below.

Past Performance Evaluation Rating Standard	
Rating	Standard
Very Low Risk	Performance met contract requirements and exceeded many to the Government's benefit. Problems, if any, were negligible and were resolved in a timely and highly effective manner. Performance was generally current and very relevant. Excellent probability of success

	with overall very low degree of risk in meeting Government's requirements.
Low Risk	Performance met contract requirements. Good quality. Minor problems may have been identified; however, contractor took satisfactory corrective action to resolve where appropriate. Performance was current and generally very relevant to relevant. Good probability of success with overall low degree of risk in meeting the government's requirements.
Average Risk	Performance met most contract requirements. Adequate quality. Problems may have been identified; however, contractor usually took adequate corrective action. Performance was current and generally relevant. OR Although performance exceeds expectations and was rated excellent to very good, the projects submitted were generally relevant semi-relevant to the efforts required by this solicitation. Fair probability of success with an average degree of risk in meeting the government's requirements.
Considerable Risk	Performance met some contract requirements. Fair quality. Problems may have been identified; however, contractor sometimes took corrective action, but not always to the owner's satisfaction. Performance was current and generally semi-relevant. Fair probability of success with an overall above average risk in meeting the government's requirements.
High Risk	Performance did not meet some contractual requirements. There were problems, some of a somewhat serious to serious nature. Contractor's corrective action was sometimes marginally effective to ineffective. Performance was current to not current and semi-relevant to not relevant. Probability of success is questionable with an unacceptably high degree of risk in meeting the government's requirements.
Neutral	Offerors who do not have relevant past performance will receive a neutral rating (favorable or unfavorable on past performance in accordance with FAR 15.305(a)(2)(iv)).

The following weightings apply to relevancy considering all the standards listed above for the past performance rating:

	Relevancy Rating Chart
Adjective	Definition
Very Relevant	Past/present performance efforts involve the magnitude of effort and complexities which are essentially what this solicitation requires
Relevant	Past/present performance efforts involved less magnitude of effort and/or complexities, including some of what this solicitation requires
Somewhat Relevant	Past/present performance efforts involved much less magnitude of effort and/or complexities, including some of what this solicitation requires
Not Relevant	Past/present performance efforts involved none or significantly less magnitude of effort and complexities, of what this solicitation requires

2. Phase I, Safety Record, Factor 2,

- i. **Submission Requirements:** The Offeror will provide documentation that specifies Contractor in question has no more than three serious, or one

repeat, or one willful OSHA or EPA violation(s) in the
 past 3 years and has an Experience Modification Rate (EMR)
 of equal to or less than 1.0. Report print out from OSHA Compliance website:
<https://www.osha.gov/pls/imis/establishment.html>

ii. **Basis of Evaluation:** The Offeror report must not have more than three serious, one repeat, or one willful OSHA violation(s) in the past 3 years, or any significant environmental penalties. The Offeror must provide report showing calculations of Experience Modification Rate (EMR) of equal to or less than 1.0. The Offeror will be assigned an adjectival rating based on the information provided as indicated in above table.

C4. PHASE II – TECHNICAL AND PRICE SUBMISSION REQUIREMENTS - FOR SUCCESSFUL OFFERORS FROM PHASE I ONLY

PHASE II

PHASE II – REQUEST FOR PROPOSALS (RFP)

FOR SUCCESSFUL OFFERORS FROM PHASE I

Through an amendment to the Phase I solicitation, Phase I successful offers will be notified to submit the Phase II Technical and Price Proposals.

Phase II, Technical Proposal Requirements: The Phase II Proposal shall address the evaluation factors listed 1 – 4 below in TAB Section. Offeror is required to prepare and submit an original and five (5) copies plus one (1) CDs of the following technical evaluation factors in a **SEPARATE BINDER CLEARLY MARKED:**

“PHASE II 1st Binder TECHNICAL PROPOSAL and 2nd Binder PRICE PROPOSAL”.

PHASE II, TECHNICAL PROPOSAL BINDER SUBMITTAL CHECKLIST

(One original and five copies and one CD)

Solicitation: 36C10F-18-R-0665

Project Title: Cooling Tower #5 Removal and Replacement PROJECT No. 593-202J

INTRO

PAGE

First page MUST clearly indicate:

Name and Address of Proposer

Business Arrangement (Joint Venture or Teaming Arrangements clearly identified)

Contact Name and Phone Number

Email Address

DUNS Number

CAGE Code

Tax Identification Number

TAB 1 Factor 1, Technical Solution (with supporting documentation per solicitation)

TAB 2 Factor 2, Construction Management, Subfactor 2A: Ability to Staff (with supporting documentation per solicitation)

TAB 3 Factor 2, Construction Management, Subfactor 2B: Management Approach (with supporting documentation per solicitation)

TAB 4 Factor 2, Construction Management, Subfactor 2C: Capability to Perform

TAB 5 Factor 3, Schedule (with supporting documentation per solicitation)

TAB 6 CD of Technical Proposal (TABs 1 – 5 above)

2nd Binder Factor 4, Non-Technical – Price – “DO NOT OPEN IN MAIL ROOM”

Phase II Technical Proposal Binder Submittal Checklist

1. Phase II, Technical Solution, Factor 1:

a. Submission Requirements: Provide detailed narrative (not to exceed 60 double-sided pages (or 120 single-sided pages in 12-point font) of conceptual design addressing requirements of the solicitation. The evaluation of the conceptual facilities design will be based on the criteria set forth in the project program contained in the solicitation. Complying with and exceeding project program requirements by providing HVAC, plumbing, fire protection and life safety, electrical, mechanical, structural, architectural and historically compliant systems that provide quality of life, energy savings, and sustainability will be most highly rated. Include in the discussion, but do not limit to the following:

- 1) Conceptual drawings shall be provided to supplement the narrative (i.e. floor plan, exterior elevation, and site plan).
- 2) Design approach, with emphasis on efficient and sustainable operation, interface and coordination with the existing building systems
- 3) Controls networking and integration into existing controls
- 4) HAZMAT identification, abatement, and physical building modifications. Indicate how disruptions to occupants will be minimized and how process will work to correct.
- 5) Training for VAMC engineering personnel (Training not to exceed one day session)
- 6) Warranties
- 7) Demonstrate energy-efficiency of proposed heating solution and units and how overall energy reduction goals will be met by the proposed solution. See Table A.1

b. Basis of Evaluation: Phase II, Technical Solution, Factor 1: The basis of evaluation will include the narrative and conceptual drawings considering the extent to which the Offeror demonstrates a clear understanding of the architectural and engineering requirements of the project. The Government will evaluate the effectiveness of the construction and design team’s technical solution to determine the likelihood that the work will be performed in accordance with the technical requirements of the solicitation.

2. Phase II, Construction Management, Factor 2: Factor 2 consists of three Subfactors: 2A: Ability to Staff Project; 2B: Management Approach; and 2C, Capability to Perform. The evaluation of subfactors 2A, 2B, & 2C are of equal importance to the determination of Factor 2 rating.

a. Subfactor 2A: Ability to Staff Project:

1) Submission Requirements:

a. Demonstrate the ability to staff the project for the scope of work required; describe how the Design-Build Team will be structured, i.e., how many firms are involved and the responsibility of each firm for this project. Indicate the extent to which resources and personnel will be drawn from various sources: in-house, subcontractor, and/or separate consultant firms. Describe D/B management approach, including but not limited to management of multiple designers and subs/trades working in parallel on several different facilities at one time. Describe construction material staging plan.

b. Project Personnel Experience (Specialized experience and technical competence proposed in Phase I). The Offeror shall demonstrate the relevant experience of Phase I proposed key project personnel who will be assigned to this project.

- i. Position that the individual will hold in regard to this contract/project team, description of duties and what percentage of the individual's time would be committed to the project during both the design and construction phases.
- ii. Describe job related educational experience including degrees, certificates, business license and work related license issued by State of Washington. See Table A.1

b. Subfactor 2B, Management Approach:

1) **Submission Requirements:** The Offeror shall demonstrate the following, relevant to the subject procurement.

- a) Project Delivery Approach - Include statements concerning:
 - i. Elements for Successful Partnering: Communication, Commitment and Conflict Resolution.
 - ii. Proposed Design Period Peer Review technical/administrative by VA & AE.
- b) Quality Assurance/Quality Control Plan, see section 1.3, General requirements (01 00 00).

c) Project Organizational Chart and Narrative - Include team members submitted under Project Personnel Experience above. Clearly describe the prime responsible firm (or firms if a J/V) and individuals as well as the roles and responsibilities of individuals proposed as consultants and sub-contractors. Provide a list of all consultants and all proposed major subcontractors, including telephone number, address, and name of contact.

- d) The Offeror shall describe in a written narrative the plan for phasing the work so that the facility remains operational.
- e) Offeror shall clarify its intended uses of the portions of the site indicated to be available to the contractor elsewhere in this RFP for materials staging, temporary trailer offices, employee parking, and other activities as shown in the design solution material.

c. Subfactor 2C, Capability to Perform:

1) **Submission Requirements:**

- a) Provide the offeror's total bonding capacity (from Offeror's surety), current available bonding capacity and expected available capacity for this project.
- b) Provide the offeror's current workload and availability of staff proposed in Phase I, Factor 2 Project Personnel Experience to manage the project. Include project schedules for current and pending projects, as well as the anticipated impact of this project on those schedules and staffing plans.

d. Basis of Evaluation: Phase II, Construction Management Factor 2:

The basis of evaluation will include the assessment of the Offeror's ability to staff, Offeror's management approach, and Offeror's capability to perform the project as defined in the solicitation submittal requirements. The assessment of the firm and proposed personnel's experience will be used as a means of evaluating the relative capability of the Offeror's personnel to successfully meet the requirements of the solicitation.

3. Phase II, Schedule, Factor 3:

a. Submission Requirements: The progress schedule will be in a time scaled bar graph format. The horizontal axis will be scaled for time beginning with the Notice to Proceed and concluding with contract completion. The vertical axis will show the milestones and major portions of the contract work. All schedule items will show a start date and a completion date. The Offeror will describe in a written narrative the plan for phasing the work so that the medical center remains operational. The narrative will also detail how the contractor intends to prepare the site, disassemble, relocate, reassemble, and reactivate utility services to the facility within any specified time limits. The detailed schedule, will indicate specific tasks with dates for each step of the process including, refer to specification 01 32 16.17 Bar Chart:

- 1) Design Period: The design period sub periods (i.e., first and second reviews, other meetings, internal QUALITY ASSURANCE /QUALITY CONTROL plan reviews, etc.).
- 2) Construction Period: Mobilization; Demolition method and sequencing; Demolition; Preparing areas for construction; Interior finishing; Utility installation; Procurement and installation of equipment; Timing of relocation of existing equipment; Site utilities, Tests and final inspection. Indicate each Phase.
- 3) General Project Delivery Schedule and Narrative - Show relationships between construction document development/completion (including required review activities) and construction activities for (at a minimum, utility relocation, excavation, substructure, structure, exterior façade, interior finishes, building systems, and site development.
- 4) Schedule shall indicate all elements of the design and construction timeline, from notice to proceed (NTP) to contract completion, including but not limited to preconstruction meetings and submittals, design, and any SHPO permits and approvals, utilities, demolition, material lead times, utility installations, abatement, testing, adjusting, balancing, commissioning, construction and postconstruction submittals, close-out.
- 5) The Offeror shall specify how much allowance has been made for bad weather in the schedule, the days of the week and the hours of construction operations during each phase of the work, and the percentage of contract completion that will be achieved at the end of each month of the contract.

b. Basis of Evaluation: Phase II, Schedule, Factor 3: The basis of evaluation will include the bar graph detailed schedule considering the extent to which the Offeror demonstrates a clear understanding of the architectural and engineering requirements for the construction period and general project delivery. The Government will evaluate the likelihood that the work will be performed in accordance with the stated schedule given the technical requirements of the RFP.

Tables A.1 and A.2 below provides definitive descriptions of the adjectival ratings for the technical evaluation factors:

TABLE A.1 – TECHNICAL FACTOR RATINGS

Adjective	Definition
Outstanding	Exceeds many of the contract requirements in a way which yields significant benefit to the Government. Contains considerable strengths. Weaknesses, if any, are of small impact. There are no significant weaknesses or deficiencies.
Good	Exceeds some of the contract requirements which yields some benefit to the Government. Rating indicates that the proposal contains some strengths, and few weaknesses. There are no deficiencies.
Acceptable	Meets all requirements. Proposal offers no significant benefits beyond the stated requirements, but has no significant weaknesses or deficiencies.
Marginal	Proposal has shortcomings that raise questions about whether some of the contractual requirements can be met, or has one or more significant weaknesses. Any deficiencies and significant weaknesses are correctable without major revisions to the proposal.
Unacceptable	Fails to meet most of the contractual requirements. Contains significant weaknesses and one or more deficiencies for which correction would require a major revision or complete rewrite of the proposal.

Past Performance: The VA will assign an adjectival rating based on the information provided by the references and any other source. 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 and will receive a neutral rating. However, the proposal of an offeror with no relevant past performance history, while rated neutral in past performance, may not represent the most advantageous proposal to the Government. The Evaluation Team may consider past performance data from a wide variety of sources both inside and outside the Federal Government. The Government evaluation team will conduct an evaluation based on past performance of offerors as it relates to the probability of successfully performing the solicitation requirements, and the Past Performance evaluation will assess the relative risks associated with an offeror's likelihood of success in fulfilling the solicitation's requirements based on the performance risk standards as indicated below.

Past Performance Evaluation Rating Standard	
Rating	Standard
Very Low Risk	Performance met contract requirements and exceeded many to the Government's benefit. Problems, if any, were negligible and were resolved in a timely and highly effective manner. Performance was generally current and very relevant. Excellent probability of success with overall very low degree of risk in meeting Government's requirements.
Low Risk	Performance met contract requirements. Good quality. Minor problems may have been identified; however, contractor took satisfactory corrective action to resolve where appropriate. Performance was current and generally very relevant to relevant. Good probability of success with overall low degree of risk in meeting the government's requirements.
Average Risk	Performance met most contract requirements. Adequate quality. Problems may have been identified; however, contractor usually took adequate corrective action. Performance was current and generally relevant. OR Although

	performance exceeds expectations and was rated excellent to very good, the projects submitted were generally relevant semi-relevant to the efforts required by this solicitation. Fair probability of success with an average degree of risk in meeting the government's requirements.
Considerable Risk	Performance met some contract requirements. Fair quality. Problems may have been identified; however, contractor sometimes took corrective action, but not always to the owner's satisfaction. Performance was current and generally semi-relevant. Fair probability of success with an overall above average risk in meeting the government's requirements.
High Risk	Performance did not meet some contractual requirements. There were problems, some of a somewhat serious to serious nature. Contractor's corrective action was sometimes marginally effective to ineffective. Performance was current to not current and semi-relevant to not relevant. Probability of success is questionable with an unacceptably high degree of risk in meeting the government's requirements.
Neutral	Offerors who do not have relevant past performance will receive a neutral rating (favorable or unfavorable on past performance in accordance with FAR 15.305(a)(2)(iv)).

The following weightings apply to relevancy considering all the standards listed above for the past performance rating:

	Relevancy Rating Chart
Adjective	Definition
Very Relevant	Past/present performance efforts involve the magnitude of effort and complexities which are essentially what this solicitation requires
Relevant	Past/present performance efforts involved less magnitude of effort and/or complexities, including some of what this solicitation requires
Somewhat Relevant	Past/present performance efforts involved much less magnitude of effort and/or complexities, including some of what this solicitation requires
Not Relevant	Past/present performance efforts involved none or significantly less magnitude of effort and complexities, of what this solicitation requires

TABLE A.2 – PAST PERFORMANCE RATINGS

Adjective	Definition
Outstanding	Exceeds many of the contract requirements in a way which yields significant benefit to the Government. Contains considerable strengths. Weaknesses, if any, are of small impact. There are no significant weaknesses or deficiencies.
Good	Exceeds some of the contract requirements which yields some benefit to the Government. Rating indicates that the proposal contains some strengths, and few weaknesses. There are no deficiencies.
Acceptable	Meets all requirements. Proposal offers no significant benefits beyond the stated requirements, but has no significant weaknesses or deficiencies.

Marginal	Proposal has shortcomings that raise questions about whether some of the contractual requirements can be met, or has one or more significant weaknesses. Any deficiencies and significant weaknesses are correctable without major revisions to the proposal.
Unacceptable	Fails to meet most of the contractual requirements. Contains significant weaknesses and one or more deficiencies for which correction would require a major revision or complete rewrite of the proposal.
Neutral	No record of relevant present or past performance, or present and past performance information is not available.

Technical Capability and Past Performance, when combined, are significantly more important than price/cost.

Phase II Non-Technical, Price, Factor 4:

Price: Offerors are advised the Tradeoff process (Reference FAR 15.101-1) is determined to be in the best interest of the Government and award may be made to other than the lowest priced offeror or other than the highest technically rated offeror.

- a. The Government reserves the right to make price/technical trade-offs that are in the best interest and advantageous to the Government in accordance with FAR 15.101, Tradeoff.
- b. Price will be evaluated on the basis of its cost and/or reasonableness, and acceptability to the Government subject to availability of funds.
- (i) Cost analysis is the process of independently reviewing and evaluating specific elements of each Offeror's proposed cost estimate to determine whether the estimated proposed cost elements are realistic for the work to be performed; reflect a clear understanding of contract requirements and are consistent with the unique methods of performances and materials described in the Offeror's technical proposal.
- c. Analysis will be performed using one or more of the following techniques to ensure a fair and reasonable price:
- (i) Comparison of proposed prices received in response to the RFP.
- (ii) Comparison of proposed prices with the Independent Government Cost Estimate.
- (iii) Comparison of proposed prices with available historical information.
- (iv) Comparison of proposed price within competitive range.
- d. Pricing shall be entered onto the Offer Schedule located within the SF1442.

D. PART IV - POST AWARD REQUIREMENTS

D1. Construction Document Preparation:

A. Design Review Submissions:

1. The Design-Build Team A/E (DB A/E) shall prepare and submit complete construction documents for review and approval by the VA in accordance with standard professional practice, the Department of Veterans Affairs RFP (VA RFP), and prevailing codes.
2. The documents may be divided into multiple review submission packages. The VA will review as many as six (6) package submissions (examples: demolition, civil, architectural, structural, mechanical, Electrical, plumbing etc.) per phase to facilitate the start of construction.

3. All submission packages will be reviewed at (75%) and (95%) completion stages. The (95%) review submission packages will incorporate the final review comments from the (75%) review. If any package is not complete for the required stage, an additional review may be required, the cost of which will be borne by the DB Team.

4. Each review submission package shall include hard copy sets and CD's per distribution list provided by the VA Project Manager. The package will include an index of drawings (by sheet number and title) and specifications (by section number and title) submitted. The packages will be distributed to the VA Project Manager, the VA Medical Center, RFP A/E, VA Resident Engineer and others as determined to be appropriate by the Project Manager.

5. All reviews will be monitored using Dr Checks. D/B contractor shall obtain access from VA PM, unless already in the system.

B. Design Review Meetings:

1. A review meeting to resolve design issues will be held for each design review package submitted. The meeting will include discussion of VA comments on functional relationships and technical peer review comments (by others).
2. Participants will include Peer Review A/E, VA Staff and DB team members as appropriate for the specific package to be reviewed and others. DB team management will be present at each review meeting.
3. The DB team shall allow a minimum of ten (10) working days for each review cycle. A cycle includes:
 - a. The VA's receipt of the design review submission package.
 - b. DB team's receipt of comments from the VA, electronically using Dr Checks
 - c. Design D/B AE evaluation of comments
 - d. The review meeting, to be conducted at VA Southern Nevada Healthcare System 6900 Pecos Rd, North Las Vegas, NV 89086.
4. Coordination of the review meeting schedules will be the responsibility of the VA Project Manager (for the VA and RFP AE) and the DB Team Project Manager (for the DB Team). See section H. Quality Assurance/Quality Control and section 1.3 General Requirements specification 01 00 00

C. Electronic Media:

1. Design review submission drawings and final Construction Document submission drawings will be provided in electronic format BIM and in pdf
2. Any drawings or sketches included in the VA RFP will be made available to the DB team in pdf format for use in preparing the technical solution. All users shall agree to indemnify and hold the RFP Architect Engineer harmless from any and all claims, damages, losses, and expenses including, but not limited to, attorney's fee arising out of the use of the pdf drawing files.
3. Design review submission specifications and other 8 1/2 by 11 formatted material and final Construction Document submission specifications and other 8 1/2 by 11 formatted materials will be executed in electronic format Microsoft Office 2010, Word 2010 or newer.
4. The specifications to be used are located on the Technical Information Library (<http://www.cfm.va.gov/TIL/>), for use in preparing the construction specifications.
5. The construction record drawings shall be completed in AutoCAD version 2000 or newer for use by VA Southern Nevada Healthcare System. and in pdf format to PM for inclusion with contract documents.
6. Construction shop drawings are not required to be completed in AutoCAD version 2000.

D. Professional Licensing:

1. The DB A/E who prepares the construction documents shall be a professional architect or engineer licensed in the state of Washington.

2.The professional seal indicating such license by the state shall appear on the final construction documents. The architect whose seal is shown will be known as the Architect of Record. The DB A/E shall certify compliance with the VA RFP and all applicable codes.

E. Approved Construction Documents:

- 1.The final construction document submission package will be submitted by the DB team for approval by the VA after completion of the 95% review cycle for the final package to be submitted by the DB team. The VA will have 5 days to take approval action for each phase.
- 2.The final construction documents submission package will include a full set of construction documents including all disciplines/packages.
- 3.The final construction documents submission package will incorporate all VA supplied comments from the earlier 75% and 95% submission package reviews and will comply with the VA RFP.
- 4.If the final construction documents submission package is not complete an additional submittal may be required the cost of which will be borne by the DB Team.
- 5.The approved final construction documents include such details that the project can be constructed and will be used for construction of the project for each phase.
- 6.See PART IV, D2 CONSTRUCTION PERIOD SUBMITTALS for Approved Construction Document distribution per PM.

F. Construction Drawing Preparation - Mandatory material and equipment schedules and details may be indicated either on the drawings or in the specifications, at the option of the DB team. The construction drawings shall include a coordinated set of the following:

1. Civil engineering drawings including demolition plans, grading and drainage plans, paving plans, utility plans, schedules calculations and details.
2. Landscape drawings including demolition plans, landscape plans, plant schedule and list, special landscape elements, proposed materials to be used for each special landscape element, calculations and details if needed.
3. Structural drawings including foundation plans, framing plans, schedules, and details, including general notes and all calculations, as needed.
4. Architectural drawings including floor plans, building elevations, building sections, wall sections, reflected ceiling plans, stair details, toilet and bath details, door schedules and details, window schedules and details, room finish schedules, auto transport and other details.
5. Fire protection drawings including floor and roof plans, riser diagrams, equipment schedules, and details, including general notes calculations and all related calculations.
6. Plumbing drawings including floor and roof plans, riser diagrams equipment schedules, plumbing fixture schedules, and details, including general notes, and all related calculations.
7. HVAC drawings including floor and roof plans, one-line flow diagrams, equipment schedules, and details, including general notes and all related calculations. Also provide sections for mechanical equipment rooms and sequence of operation for all HVAC equipment.
8. Electrical drawings including site demolition plans, site, floor and roof plans (power, lighting, and other systems), one-line diagrams, panel schedules, equipment schedules, light fixture schedules calculations and details.
9. Asbestos abatement drawings including site demolition plans and floor plans indicating asbestos abatement method if found during demolition or area site inspection.

G. Construction Specifications - Project specifications shall include specifications for all products, materials, equipment, methods, and systems shown on the construction drawings in accordance

with standard professional practice and the VA RFP. The specification submitted for review shall include:

1. The name of the manufacturer, the product name, model number, or other identification as appropriate to clearly identify the product that will be used in the construction of the project;
2. Other data as appropriate to clearly identify the product that will be used in the construction of the project i.e. shop drawings, product data, and samples as required by the VA RFP documents.
3. The required stamp of the licensed architect or engineer of record will be considered as certification of compliance with the RFP requirements.

H. Design Requirements - Compliance with codes and standards.

1. Project design shall be in compliance with applicable standards and codes described in VA Program Guides and design materials included or referenced in the solicitation materials, all guidelines located in <http://www.cfm.va.gov/TIL>.
2. See Section E. Approved Construction documents, above, for required inclusion of design review comments.
3. In renovation work under this contract, the DB team shall consider all requirements (other than procedural requirements) of:
 1. Zoning laws;
 2. Environmental and erosion control regulations; and
 3. Also similar laws, of the State and local political division, which would apply to the building if it, were not to be constructed or altered by the VA. **Cooling Tower #5 Removal and Replacement, VA Southern Nevada Healthcare System, 6900 Pecos Rd, North Las Vegas, NV 89086.**
4. The DB team shall consult with appropriate Federal officials and submit plans under the rules prescribed by those reviewing authorities. The A/E and VA shall give due consideration to the recommendations of the referenced building officials. VA will also permit inspection by the officials described above during the construction period in accordance with the customary schedule of inspections. Such officials shall provide VA with a copy of the schedule before construction begins or give reasonable notice of their intention to inspect before conducting an inspection.
5. The DB team shall provide prompt, written notification to the RE staff concerning conflicts with, or recommended deviations from codes, laws, regulations, standards, and opinions of review officials as described above. No work altering the scope of this contract shall be undertaken prior to receipt of written approval from the Contracting Officer.
6. No action may be brought against the DB Team or VA and no fine or penalty may be imposed for failure to carry out any of the previously described recommendations of Federal, state, or local officials. VA and its contractors, including RFP A/E, shall not be required to pay any amount for any action taken by a state or political division of a state in carrying out functions described in this article, including reviewing plans, carrying out on-site inspections, issuing permits, and making recommendations.
7. The DB team shall advise the SRE of any variances with the applicable Department of Labor, Occupational Safety and Health Standards, for occupancy requirements.
8. In addition to specific design criteria contained in the RFP, the following design and general guidance applies to the project.

I. Quality Assurance/Quality Control:

1. To reduce design errors and omissions, the DB team shall develop and execute a QA/QC plan that demonstrates the project plans and specifications have gone through a rigorous, thorough review and coordination effort. See section 1.3 of General Requirements for submission details.
2. Within 2 weeks of receipt of Notice to Proceed, the DB Team will submit a detailed QA/QC plan describing each QA/QC task that will be taken during the development of

the various design submission packages and the name of the DB Team member responsible for QA/QC.

- A .Upon its completion, each task shall be initialed and dated by the responsible DB Team member.
- b. A 100% completed QA/QC plan shall be submitted with the final construction document submission package.

D2. Construction Period Submittals

- A. The DB contractor shall distribute approved construction documents prepared by the DB Team to the VA and RFP AE as directed by the VA Project Manager. PM shall provide distribution list for approved construction documents.
- B. Other submittals - The DB team shall submit test results, certificates, manufacturer's instructions, manufacturer's field reports, etc. as required by the VA RFP specifications to the RE.
- C. Project record drawings - The DB team will maintain two (2) sets of construction documents (field as-built drawings) to record actual construction changes during the construction process as required by the RFP specifications. The project record drawings will be available for review by the VA Resident Engineer at all times.
- D. Shop drawings and submittals - The DB A/E shall check VA furnished and/or the DB construction contractor's shop drawings, detail drawings, schedules, descriptive literature and samples, testing labor-laboratory reports, field test data and review the color, texture and suitability of materials for conformity with the RFP Documents and construction documents. The DB A/E shall recommend approval, disapproval, or other suitable disposition to the SRE. The SRE will have final approval authority. The DB A/E shall evaluate the submittals with reference to any companion submittals that constitute a system. When necessary, the DB A/E will request the DB Construction Contractor to submit related components of a system before acting on a single component. Should this procedure be inappropriate, the DB A/E shall review all prior submittals for related components of the system before acting on a single component! The DB A/E may be required to hold joint reviews with the VA technical staff and/or the RFP A/E on complicated system submittals. The DB A/E shall notify the Resident Engineer in writing of any and all deviations from the requirements of the construction documents that he has found in the submittals.

D3. Project Close-Out

The DB team shall comply with the requirements in the "General Requirements", Section 01 00 00, for submission of final RFP as built drawings, manuals, and other documents as noted. VA requires as built drawings and specifications to be submitted in the same format required for the construction documents.

D4. Site Visits and Inspections

During the construction period the DB A/E shall make weekly visits to the project site when requested by the Resident Engineer (RE). The Resident Engineer (RE) may also request visits for special purposes. Only registered architects and engineers thoroughly familiar with the project may make these site visits. The Resident Engineer (RE) has the prerogative to determine the professional discipline(s) required for any visit. The DB A/E shall observe the construction and advise the Resident Engineer of any deviations or deficiencies or solutions to issues discussed. A site inspection report which includes the purpose of the inspection, items reviewed, deficiencies observed, recommendations and additional actions required, shall be furnished to the Resident Engineer (RE) within three work days following the site visit date.

INSTRUCTIONS, CONDITIONS AND OTHER STATEMENTS TO BIDDERS/OFFERORS

2.1 52.216-1 TYPE OF CONTRACT (APR 1984)

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

(End of Provision)

2.2 52.222-23 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
19.2 %	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)

2.3 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)

2.4 52.228-1 BID GUARANTEE (SEP 1996)

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

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

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

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

(c) The amount of the bid guarantee shall be 20% percent of the bid price or \$500,000, whichever is less.

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

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

(End of Provision)

2.5 52.233-2 SERVICE OF PROTEST (SEP 2006)

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

Ronald Ferrer

Contracting Officer
Hand-Carried Address:

Department of Veterans Affairs

Office of Construction and
Facilities Management
400 Mare Island Way, Suite 100
Vallejo CA 94590
Mailing Address:

Department of Veterans Affairs

Office of Construction and
Facilities Management
400 Mare Island Way, Suite 100
Vallejo CA 94590

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

(End of Provision)

2.6 52.236-27 SITE VISIT (CONSTRUCTION) (FEB 1995) ALTERNATE I (FEB 1995)

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

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

Date will be released with Phase II to the competitive range

(c) Participants will meet at—

VAMC North Las Vegas

(End of Provision)

2.7 52.246-11 HIGHER-LEVEL CONTRACT QUALITY REQUIREMENT (DEC 2014)

(a) The Contractor shall comply with the higher-level quality standard(s) listed below.

Title	Number	Date	Tailoring

(b) The Contractor shall include applicable requirements of the higher-level quality standard(s) listed in paragraph (a) of this clause and the requirement to flow down such standards, as applicable, to lower-tier subcontracts, in—

(1) Any subcontract for critical and complex items (see 46.203(b) and (c)); or

(2) When the technical requirements of a subcontract require—

(i) Control of such things as design, work operations, in-process control, testing, and inspection; or

(ii) Attention to such factors as organization, planning, work instructions, documentation control, and advanced metrology.

(End of Clause)

2.8 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</u> <u>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
52.211-6	BRAND NAME OR EQUAL	AUG 1999
52.236-28	PREPARATION OF PROPOSALS—CONSTRUCTION	OCT 1997

2.9 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)

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

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

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

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

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

(End of Provision)

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

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

(End of Provision)

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

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

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

(End of Provision)

2.13 PARTNERING

(a) In order to most effectively accomplish this contract, the Government proposes to form a cohesive partnership with the Contractor and its subcontractors. This partnership would strive to draw on the strengths of each organization in an effort to achieve a quality project, done right the first time, within the budget and on schedule.

(b) This partnership will be totally voluntary. The focus of partnering is to build cooperative relationships with the private sector and avoid or minimize disputes and to nurture a more collaborative ethic characterized by trust, cooperation and teamwork. Partnering is defined as the creation of a relationship between the owner and contractor that promotes mutual and beneficial goals. It is a non-contractual, but formally structured agreement between the parties. The ultimate goal is the elimination of the "us" versus "them" thinking, and formation of a "we" mentality for the benefit of the project.

(c) Any cost associated with effectuating this partnership will be agreed to by both parties and will be shared equally with no change in contract price.

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 238220.

(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 FAPIS 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

(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 52.211-10 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 30 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 365 days after Notice to Proceed. The time stated for completion shall include final cleanup of the premises.

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

(End of Clause)

4.4 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 Calendar 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 one (1) year.

(End of Clause)

4.5 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 238220 assigned to contract number .

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

(End of Clause)

4.6 52.222-30 CONSTRUCTION WAGE RATE REQUIREMENTS—PRICE ADJUSTMENT (NONE OR SEPARATELY SPECIFIED METHOD) (MAY 2014)

(a) The wage determination issued under the Construction Wage Rate Requirements statute by the Administrator, Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, that is effective for an option to extend the term of the contract, will apply to that option period.

(b) The Contracting Officer will make no adjustment in contract price, other than provided for elsewhere in this contract, to cover any increases or decreases in wages and benefits as a result of—

(1) Incorporation of the Department of Labor's wage determination applicable at the exercise of the option to extend the term of the contract;

(2) Incorporation of a wage determination otherwise applied to the contract by operation of law; or

(3) An increase in wages and benefits resulting from any other requirement applicable to workers subject to the Construction Wage Rate Requirements statute.

(End of Clause)

CONSTRUCTION DATA PRICE ADJUSTMENTS

(1) The R.S. Means, Inc. 'Facilities Construction Cost Data' is the database to be used on this contract for pricing all pre-priced items.

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

(3) The annual construction database price adjustments shall apply to 'Bare Costs' (excluding Division - General Requirements) and the City Cost Index, as described in R.S. Means, Inc., 'Facilities Construction Cost Data.' The 'Bare Cost' includes material, labor, and equipment costs as indicated in the database. The coefficient shall be negotiated and agreed to prior to initial contract award for the base year and for each of the option years.

(4) The contractor shall use the established prices in effect as of the date of request from the Government for an individual task order proposal.

(End of Clause)

4.7 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)

4.8 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)

4.9 52.225-9 BUY AMERICAN—CONSTRUCTION MATERIALS (MAY 2014)

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

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

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

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

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

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

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

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

"Construction material" means an article, material, or supply brought to the construction site by the Contractor or a subcontractor for incorporation into the building or work. The term also includes an item brought to the site preassembled from articles, materials, or supplies. However, emergency life safety systems, such as emergency lighting, fire alarm, and audio evacuation systems, that are discrete systems incorporated into a public building or work and that are produced as complete systems, are evaluated as a

single and distinct construction material regardless of when or how the individual parts or components of those systems are delivered to the construction site. Materials purchased directly by the Government are supplies, not construction material.

"Cost of components" means—

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

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

"Domestic construction material" means—

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

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

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

(ii) The construction material is a COTS item.

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

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

(b) Domestic preference.

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

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

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

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

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

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

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

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

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

(B) Unit of measure;

(C) Quantity;

(D) Price;

(E) Time of delivery or availability;

(F) Location of the construction project;

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

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

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

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

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

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

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

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

FOREIGN AND DOMESTIC CONSTRUCTION MATERIALS PRICE COMPARISON			
Construction Material Description	Unit of Measure	Quantity	Price (Dollars)*
Item 1:			
Foreign Construction Material			
Domestic Construction Material			
Item 2:			
Foreign Construction Material			
Domestic Construction Material			

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

[Include other applicable supporting information.]

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

(End of Clause)

4.10 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)

4.11 52.236-4 PHYSICAL DATA (APR 1984)

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

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

(b) Weather Conditions:

(c) Transportation Facilities

(d) Other Physical Data

(End of Clause)

4.12 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)

4.13 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
52.203-16	PREVENTING PERSONAL CONFLICTS OF INTEREST	DEC 2011
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
52.204-9	PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL	JAN 2011
52.204-10	REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS	OCT 2016
52.204-13	SYSTEM FOR AWARD MANAGEMENT MAINTENANCE	OCT 2016
52.204-14	SERVICE CONTRACT REPORTING REQUIREMENTS	OCT 2016
52.204-18	COMMERCIAL AND GOVERNMENT ENTITY CODE MAINTENANCE	JUL 2016
52.208-9	CONTRACTOR USE OF MANDATORY SOURCES OF SUPPLY OR SERVICES	MAY 2014
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
52.209-11	REPRESENTATION BY CORPORATIONS REGARDING DELINQUENT TAX LIABILITY OR A FELONY CONVICTION UNDER ANY FEDERAL LAW	FEB 2016
52.210-1	MARKET RESEARCH	APR 2011
52.211-13	TIME EXTENSIONS	SEP 2000
52.215-1	INSTRUCTIONS TO OFFERORS—COMPETITIVE	JAN 2017

ACQUISITION ALTERNATE I (OCT 1997) AND ALTERNATE II (OCT 1997)		
52.215-2	AUDIT AND RECORDS—NEGOTIATION	OCT 2010
52.219-6	NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE	NOV 2011
52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS	NOV 2016
52.219-14	LIMITATIONS ON SUBCONTRACTING	JAN 2017
52.222-1	NOTICE TO THE GOVERNMENT OF LABOR DISPUTES	FEB 1997
52.222-3	CONVICT LABOR	JUN 2003
52.222-6	CONSTRUCTION WAGE RATE REQUIREMENTS	MAY 2014
52.222-7	WITHHOLDING OF FUNDS	MAY 2014
52.222-8	PAYROLLS AND BASIC RECORDS	MAY 2014
52.222-9	APPRENTICES AND TRAINEES	JUL 2005
52.222-10	COMPLIANCE WITH COPELAND ACT REQUIREMENTS	FEB 1988
52.222-11	SUBCONTRACTS (LABOR STANDARDS)	MAY 2014
52.222-12	CONTRACT TERMINATION—DEBARMENT	MAY 2014
52.222-13	COMPLIANCE WITH CONSTRUCTION WAGE RATE REQUIREMENTS AND RELATED REGULATIONS	MAY 2014
52.222-14	DISPUTES CONCERNING LABOR STANDARDS	FEB 1988
52.222-15	CERTIFICATION OF ELIGIBILITY	MAY 2014
52.222-21	PROHIBITION OF SEGREGATED FACILITIES	APR 2015
52.222-26	EQUAL OPPORTUNITY	SEP 2016
52.222-27	AFFIRMATIVE ACTION COMPLIANCE REQUIREMENTS FOR CONSTRUCTION	APR 2015
52.222-36	EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES	JUL 2014
52.222-37	EMPLOYMENT REPORTS ON VETERANS	FEB 2016
52.222-44	FAIR LABOR STANDARDS ACT AND SERVICE CONTRACT LABOR STANDARDS—PRICE ADJUSTMENT	MAY 2014
52.222-50	COMBATING TRAFFICKING IN PERSONS ALTERNATE I (MAR 2015)	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
52.223-3	HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA ALTERNATE I (JUL 1995)	JAN 1997
52.223-4	RECOVERED MATERIAL CERTIFICATION	MAY 2008
52.222-50	COMBATING TRAFFICKING IN PERSONS	MAR 2015
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
52.223-17	AFFIRMATIVE PROCUREMENT OF EPA-DESIGNATED ITEMS IN SERVICE AND CONSTRUCTION CONTRACTS	MAY 2008
52.223-18	ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING	AUG 2011
52.223-21	FOAMS	JUN 2016
52.225-11	BUY AMERICAN—CONSTRUCTION MATERIALS UNDER TRADE AGREEMENTS	OCT 2016
52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES	JUN 2008
52.227-1	AUTHORIZATION AND CONSENT	DEC 2007
52.225-12	NOTICE OF BUY AMERICAN REQUIREMENT—CONSTRUCTION MATERIALS UNDER TRADE AGREEMENTS ALTERNATE I (MAY 2014)	MAY 2014

52.227-2	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT	DEC 2007
52.227-4	PATENT INDEMNITY—CONSTRUCTION CONTRACTS ALTERNATE I (DEC 2007)	DEC 2007
52.228-2	ADDITIONAL BOND SECURITY	OCT 1997
52.228-11	PLEDGES OF ASSETS	JAN 2012
52.228-12	PROSPECTIVE SUBCONTRACTOR REQUESTS FOR BONDS	MAY 2014
52.228-14	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
52.228-5	INSURANCE—WORK ON A GOVERNMENT INSTALLATION	JAN 1997
52.232-17	INTEREST	MAY 2014
52.232-18	AVAILABILITY OF FUNDS	APR 1984
52.232-27	PROMPT PAYMENT FOR CONSTRUCTION CONTRACTS	JAN 2017
52.232-39	UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS	JUN 2013
52.232-23	ASSIGNMENT OF CLAIMS	MAY 2014
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
52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER—SYSTEM FOR AWARD MANAGEMENT	JUL 2013
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
\$ 52.236-15	SCHEDULES FOR CONSTRUCTION CONTRACTS	APR 1984
52.236-17	LAYOUT OF WORK	APR 1984
52.236-21	SPECIFICATIONS AND DRAWINGS FOR CONSTRUCTION ALTERNATE II (APR 1984)	FEB 1997
52.236-13	ACCIDENT PREVENTION	NOV 1991
52.236-26	PRECONSTRUCTION CONFERENCE	FEB 1995
52.242-14	SUSPENSION OF WORK	APR 1984
52.243-4	CHANGES	JUN 2007
52.242-13	BANKRUPTCY	JUL 1995
52.243-6	CHANGE ORDER ACCOUNTING	APR 1984
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 ALTERNATE I (APR 1984)	MAR 1994
52.248-3	VALUE ENGINEERING—CONSTRUCTION	OCT 2015

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

ADDITIONAL REQUIREMENTS FOR BAR CHART SCHEDULE

A. Original Schedule: The following information shall be furnished as minimum for each activity on the initial bar chart schedule.

- Activity Description
- Estimated Duration
- Responsibility (Trade) and Manpower (Crew size)
- Planned Start and Completion Dates
- Activity Cost

B. Updated Schedules and Updating Procedures

(1) The contractor shall submit, at intervals of 30 calendar days, an updated bar chart schedule of the actual construction progress. The bar chart schedule shall show the activities or portions of activities started and/or completed during the reporting period and their updated monetary percentage value(s) as a basis for the contractor's monthly progress report (payment request).

(2) The contractor shall adjust the activity bars on the bar chart schedule to reflect the actual progress and the remaining activity durations. The updated bar chart schedule shall show at a minimum the following:

- Actual start and completion dates for activities started and/or completed during the reporting period.
- VA issued changes to the original contract requirements that change the contractor's original sequence of work.
- Contractor changes in work sequence, durations, responsibility, manpower, and activity costs.

C. All contract changes durations proposed by the contractor shall be reviewed and approved by the Contracting Officer prior to insertion into the updated bar chart schedule. The updated bar chart schedule shall include all contract changes issued during the reporting period.

(End of Clause)

4.14 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)

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

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

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

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

(End of Clause)

4.16 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)

4.17 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)

4.18 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)

4.19 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)

4.20 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)

4.21 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)

4.22 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)

4.23 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)

4.24 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)

4.25 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)

4.26 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)

4.27 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
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(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)

4.28 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)

4.29 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)

4.30 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)

4.31 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)

4.32 VAAR 852.236-89 BUY AMERICAN ACT (JAN 2008)

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

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

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

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

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

(End of Clause)

4.33 VAAR 852.236-90 RESTRICTION ON SUBMISSION AND USE OF EQUAL PRODUCTS (NOV 1986)

This clause applies to the following items:

Notwithstanding the "Material and Workmanship" clause of this contract, FAR 52.236-5(a), nor any other contractual provision, "equal" products will not be considered by the Department of Veterans Affairs and may not be used.

(End of Clause)

4.34 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)

4.35 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)

4.36 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)

4.37 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.

4.38 SUBCONTRACTING COMMITMENTS--MONITORING AND COMPLIANCE (JUN 2011)

This solicitation includes VAAR 852.215-70, Service-Disabled Veteran-Owned and Veteran-Owned Small Business Evaluation Factors, and VAAR 852.215-71, Evaluation Factor Commitments. Accordingly, any contract resulting from this solicitation will include these clauses. The contractor is advised in performing contract administration functions, the CO may use the services of a support contractor(s) to assist in assessing contractor compliance with the subcontracting commitments incorporated into the contract. To that end, the support contractor(s) may require access to the contractor's business records or other proprietary data to review such business records regarding contract 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 compliance with the subcontracting commitments.

See attached document: P09 -WAGE DETERMINATION.

DESIGN BUILD SPECIFICATIONS

4.39 GENDER

Wherever the masculine gender is used in the solicitation and contract documents, it shall be considered to include both masculine and feminine.

4.40 CONTRACTOR'S COST BREAKDOWN

Within 30 calendar days of receipt of notice of contract award, the Contractor shall submit to the Resident Engineer a contractor's cost breakdown based on the specification sections listed in the Specifications Table of Contents for Divisions 2 through 16. All elements of overhead and profit shall be uniformly prorated to the specification section cost. This requirement is in addition to cost data to be submitted in accordance with Section 01311, NETWORK ANALYSIS SYSTEM, and article titled, PAYMENTS UNDER FIXED PRICE CONSTRUCTION CONTRACTS.

4.41 SCHEDULE OF PAYMENTS FOR DESIGN SERVICES

Final Payment: Upon completion of the final inspection and acceptance of the project by the Government, delivery to the Government of the final record drawings and specifications, design details, calculations, shop drawings and executed Release of Claims (attachment I), the Contractor shall be paid the unpaid balance due for all phases of design work under this contract. An amount equal to five (5) percent of the design services cost shown on the schedule of payments shall be retained until VA acceptance of the record drawings.

4.42 OWNERSHIP OF ORIGINAL DOCUMENTS

All designs, drawings, specifications, notes, and other work developed in the performance of this contract shall be and remain the sole property of the Government and may be used on any other work without additional compensation to the Contractor. With respect thereto, the Contractor agrees not to assert any rights and to establish any claim under the design patent or copyright laws. The Contractor, for a period of 3 years after completion of the project, agrees to furnish and provide access to all retained materials on the request of the Contracting Officer. Unless otherwise provided in this contract, the Contractor shall have the right to retain copies of all such materials beyond such period.

4.43 RETENTION OF REVIEW DOCUMENTS

The Contractor shall keep one copy of all review documents containing VA remarks until final completion of the construction contract and a release of claims is signed unless, before that time, the VA directs the Contractor to forward certain documents to the Government. The VA will notify the Contractor in writing after the release of claims is finalized after which time the Contractor may dispose of such documents that remain in its possession.

4.44 CONTRACT DRAWINGS AND SPECIFICATIONS GOVERNMENT FURNISHED PLANNING INFORMATION

(a) Master Plan Requirements: The requirements of the master plan for the project as depicted by the preliminary drawings shall be followed in the development and preparation of the Contract Drawings and Specification. Deviations may be made in functional relationship and general size or configuration of the building and rooms as established by the preliminary plans only upon written approval of the Contracting Officer. The architectural preliminary drawings are dimensioned to establish the building size and gross area, including the exterior walls, or the medical facility.

(b) Standards: The Contractor shall follow specifications included in the RFP (Request for Proposal) in preparing the Contract Drawings and Specifications for the project. However, should the Contractor determine that a deviation from such standards and specifications is necessary or beneficial to the Government, he shall submit a request in writing to the Contracting Officer for permission to make the deviation. The request shall include an explanation of the specific reasons for the desired change and benefits expected.

(c) Verify Accuracy of Planning Information: The Contractor shall visit the project site of verify the information shown on the Government-Furnished preliminary drawings and other planning documents which are part of this contract. This information is the best available but the Government does not guarantee its accuracy or completeness.

(d) Discrepancies in Planning Information: The Contractor shall promptly report to the Contracting Officer in writing any discrepancy between this contract and the planning information provided by the Government. The Contractor shall make no adjustments to his work due to the discrepancy before the Contracting Officer has reviewed the matter and forwarded this determination to the Contractor. The Contractor's failure to report any such discrepancy or to wait for the Contracting Officer's determination shall be at his risk and expense.

4.45 COORDINATION WITH MEDICAL CENTER

Before starting any work on the Veterans Administration Medical Center, the Contractor shall consult with the Resident Engineer and secure his permission to start the work. The Contractor shall perform the work within the parameters established by the Resident Engineer Contractor shall not interfere with the normal functioning of the Medical Center.

4.46 RESPONSIBILITY OF THE DESIGN-BUILD CONTRACTOR

(a) The Contractor shall be responsible for the professional quality, technical accuracy, and the coordination of all designs, drawings, specifications, and other services furnished by the Contractor under this contract. The Contractor shall, without additional compensation, correct or revise any errors or deficiencies in its designs, drawings, specifications, and other services.

(b) Neither the Government's review, approval or acceptance of, nor payment for, the services required under this contract shall be construed to operate as a waiver of any rights under this contract or of any cause of action arising out of the performance of this contract, and the Contractor shall be and remain liable to the Government in accordance with applicable law for all damages to the Government caused by the Contractor's negligent performance of any of the services furnished under this contract.

(c) The right and remedies of the Government provided for under this contract are in addition to any other rights and remedies provided by law.

(d) If the Contractor is comprised of more than one legal entity, each such entity shall be jointly and severally liable hereunder.

ATTACHMENT 1 - RELEASE OF CLAIMS

CONTRACTOR’S RELEASE OF CLAIMS

Pursuant to the terms of Contract No. _____ Task Order No. _____ and in consideration of the sum of Dollars _____ which has been or is to be paid under the said contract to _____ (hereinafter called the Contractor) or its assignees, if any, the Contractor, upon payment of the said sum by the UNITED STATES OF AMERICA (hereinafter called the Government) does remise, release and discharge the Government, its officers, agents, and employees of and from all liabilities, obligations, claims and demands whatsoever arising out of or under this contract, subject only to the following exceptions:

1. Specified claims in stated amounts, or in estimated amounts where the amounts are not susceptible of exact statement by the contractor, as follows:

NONE_____

2. Claims, together with reasonable expenses incidental thereto, based upon the liabilities of the contractor to third parties arising out of the performance of this contract, which are not known to the contractor on the date of the execution of this release, and of which the contractor gives notice in writing to the Contracting Officer not more than six (6) years after the date of the release or the date of any notice to the Contractor that the Government is prepared to make final payment, whichever is earlier; and

3. Claims for reimbursement of costs (other than expenses of the Contractor by reason of his indemnification of the Government against patent liability), including reasonable expenses incidental thereto, incurred by the Contractor under the provisions of the contract relating to patents.

The Contractor agrees, in connection with patent matters and with claims which are not released as set forth above, to comply with all of the provisions of the said contract, including without limitation those provisions relating to notification to the Contracting Officer and relating to the defense of prosecution and of litigation.

This release of claims is effective this ____ day of _____.

BY: _____

TITLE: _____

CERTIFICATE

I, _____, certify that I am the _____ [official title] of the corporation named as Contractor in the foregoing release; that _____ [name], who signed said release on behalf of the Contractor was the _____ [official title] of said Corporation; that said release was duly signed for and in behalf of said corporation by authority of its governing body and is within the scope of its corporate powers.

Signed: _____

(CORPORATE SEAL)

IN WITNESS WHEREOF, This release has been duly executed this _____ day of _____.

Architect-Engineer

BY: _____
(Print or type name under signature)

Title (Print or type)
(End of Clause)

See attached document: S02-Solicitation Attachment VA Hospital Evapco CT-5.

See attached document: Full page photo.

See attached document: Full page photo2.

See attached document: VAMC Phase V - Admin Bldg Bid Drawings - Volume 04 [2 OF 2]-1.

See attached document: VAMC Phase V - Admin Bldg Bid Drawings - Volume 04 [2 OF 2]-2.

See attached document: VAMC Phase V - Admin Bldg Bid Drawings - Volume 04 [2 OF 2]-3.

See attached document: VAMC Phase V - Admin Bldg Bid Drawings - Volume 04 [2 OF 2]-4.

See attached document: VAMC Phase V - Admin Bldg Bid Drawings - Volume 04 [1 OF 2]-5.

See attached document: VAMC Phase V - Admin Bldg Bid Drawings - Volume 04 [1 OF 2]-4.

See attached document: VAMC Phase V - Admin Bldg Bid Drawings - Volume 04 [1 OF 2]-3.

See attached document: VAMC Phase V - Admin Bldg Bid Drawings - Volume 04 [1 OF 2]-2.

See attached document: VAMC Phase V - Admin Bldg Bid Drawings - Volume 04 [1 OF 2]-1.

See attached document: Phase V - Bid Spec - Volume 1.

See attached document: Phase V - Bid Spec - Volume 2.

See attached document: Phase V - Bid Spec - Volume 3.

See attached document: Phase V - Bid Spec - Volume 4.