1. SOLICITATION NUMBER

2. TYPE OF SOLICITATION

3. DATE ISSUED

PAGE OF PAGES

4. CONTRACT NUMBER

5. REQUISITION/PURCHASE REQUEST NUMBER

6. PROJECT NUMBER

7. ISSUED BY

CODE

8. ADDRESS OFFER TO

a. NAME

b. TELEPHONE NUMBER (Include area code) (NO COLLECT CALLS)

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

12a. THE CONTRACTOR MUST FURNISH ANY REQUIRED PERFORMANCE AND PAYMENT BONDS?

(If "YES," indicate within how many calendar days after award in Item 12B.)

12b. CALENDAR DAYS

13. ADDITIONAL SOLICITATION REQUIREMENTS:

STANDARD FORM 1442 (REV. 8/2014)

STANDARD FORM 1442

Prescribed by GSA-FAR (48 CFR) 52.236-1(d)

SOLICITATION, OFFER,

AND AWARD

(Construction, Alteration, or Repair)

SOLICITATION

SOLICITATION

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

9. FOR INFORMATION

CALL:

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

SEALED BID (IFB)

NEGOTIATED (RFP)

11. The Contractor shall begin performance within \_\_\_\_\_\_\_\_\_\_\_\_ calendar days and complete it within

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

calendar days after receiving

award,

notice to proceed. This performance period is

mandatory

negotiable. (See \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_).

YES

NO

a.

Sealed offers in original and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_copies to perform the work required are due at the place specified in Item 8 by \_\_\_\_\_\_\_\_\_\_\_\_\_

(hour) local time \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (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 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ calendar days for Government acceptance after the date offers are due will not be

considered and will be rejected.

1

89

36C24118R0279

X

01-31-2019

TO BE DETERMINED

608-314

Department of Veterans Affairs

VAMC Manchester

718 Smyth Road

Manchester NH 03104

Department of Veterans Affairs

ATTN: Jacalyn Hainey

Contracting Department

718 Smyth Road BSB Suite 105

Manchester NH 03104

Hainey, Jacalyn

603-626-6507

Project Title: Construct Clinical Services Building (Minor)

Project Number: 608-314

Project Location: VA Medical Center, 718 Smyth Rd, Manchester NH 03104

Contracting Officer: Alfred Barrie 203-932-5711 alfred.barrie@va.gov

Administered by: Jacalyn Hainey 603-626-6507 jacalyn.hainey@va.gov

Contracting Officer Representative (COR): Peter Vose 603-624-4366 x6926 peter.vose@va.gov

Brief Description: Contractor shall completely prepare site for building operations, including demolition and removal of

existing structures or debris, and furnish labor and materials, qualified supervision, transportation

and perform work for VAMC Manchester, Clinical Services Building as required by drawings and specifications.

The Government shall award a Firm-Fixed Price Construction Contract to the Offeror whose proposal offers the Best Value

to the Government. Due to funding constraints the Government may award any Deduct Alternate or combination of the

Deduct Alternate line Items or none of the Deduct Alternate Line Items. The Government intends to award a contract to

one offeror without discussions.

This solicitation is Full & Open Competition

See Site Visit Information on page # 13

Total Period of Performance: Work shall be completed in 682 calendar days.

Magnitude of Construction between: $5,000.000.00 - $10,000,000.00 and the NAICS: 236220 - Size: $36.5M

\* NOTE: Ensure all correspondence is to be emailed to jacalyn.hainey@va.gov

No hard-copy proposals will be accepted. (Below in Block 13a. "Sealed offers in orignal and" is deleted).

All proposals and accompanying information must be submitted electronically.

All offerors are responsible for monitoring and downloading any amendments from FedBizOpps Https://www/fbo.gov.

\*\* NOTE: All offerors are notified that the SF24 (Bid Bond)SF25 (Performance Bond) and SF25A (Payment Bond) were

recently changed - (8/16) is the correct version. http://www.gsa.gov/portal/forms/download/115982 (Bid Bond)

http://www/gsa.gov/portal/forms/download/115986 (Payment Bond)

http://www.gsa.gov/portal/forms/download/116006 (Performance Bond)

General Decision Number: NH190021 1.25.2019 NH21

10

682

X

X

52.211-10

X

10

email 1 copy

4:00pm EST

03-04-2019

X

120

14. NAME AND ADDRESS OF OFFEROR

15. TELEPHONE NUMBER

16. REMITTANCE ADDRESS

CODE

FACILITY CODE

17. The offeror agrees to perform the work required at the prices specified below in strict accordance with the terms of the solicitation, if this offer is

accepted by the Government in writing within \_\_\_\_\_\_\_\_\_\_ calendar days after the date offers are due.

AMOUNTS

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

19. ACKNOWLEDGMENT OF AMENDMENTS

AMENDMENT

NUMBER

DATE.

20a. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER

20b. SIGNATURE

20c. OFFER DATE

21. ITEMS ACCEPTED:

22. AMOUNT

23. ACCOUNTING AND APPROPRIATION DATA

24. SUBMIT INVOICES TO ADDRESS SHOWN IN

ITEM

25. OTHER THAN FULL AND OPEN COMPETITION PURSUANT TO

10 U.S.C. 2304(c)(

)

41 U.S.C. 3304(a) (

)

26. ADMINISTERED BY

27. PAYMENT WILL BE MADE BY

PHONE:

FAX:

28. NEGOTIATED AGREEMENT

29. AWARD

Your

Contractor agrees

offer on this solicitation is hereby accepted as to the items listed. This

to furnish and deliver all items or perform all work requirements identified

award consummates the contract, which consists of (a) the Government

on this form and any continuation sheets for the consideration stated in

solicitation and your offer, and (b) this contract award. No further cont-

this contract. The rights and obligations of the parties to this contract

ractual document is necessary.

shall be governed by (a) this contract award, (b) the solicitation, and (c)

the clauses, representations, certifications, and specifications incorporated

by reference in or attached to this contract.

30a. NAME AND TITLE OF CONTRACTOR OR PERSON AUTHORIZED

31a. NAME OF CONTRACTING OFFICER

TO SIGN

30b. SIGNATURE

30c. DATE

31b. UNITED STATES OF AMERICA

31c. AWARD DATE

BY

**OFFER**

**AWARD**

**STANDARD FORM 1442 (REV. 8/2014) BACK**

(Include ZIP Code)

(Include area code)

(Include only if different than Item 14.)

(Insert any number equal to or greater than

the minimum requirement stated in Item 13d. Failure to insert any number means the offeror accepts the minimum in Item 13d.)

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

(Type or print)

(4 copies unless otherwise specified)

(Type or print)

(Type or print)

(Contractor is required to sign this

document and return \_\_\_\_\_\_\_ copies to issuing office.)

(Contractor is not required to sign this document.)

**(Must be fully completed by offeror)**

**(To be completed by Government)**

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

Department of Veterans Affairs

VAMC Manchester

718 Smyth Road

Manchester NH 03104

Department of Veterans Affairs

Financial Services Center

PO Box 149971

Austin TX 78714-9971



# VA New England Healthcare System

Manchester VA Medical Center

718 Smyth Road

Manchester, NH 03104

**Construct New Clinical Services Building (CSB)**

**Project # 608-314**

**718 Smyth Road, Manchester NH 03104**

1. **INTRODUCTION**

This scope of work is for the construction of a new 16,000 sf Clinical Services Building (CSB) that will be attached to the Main Medical Center (Building #1). Included in the construction of the new CSB shall be the demolition of the following structures; Buildings 3, 4, 13 and 14. This project shall be executed per the drawings, specifications and this scope of work (SOW). Work shall include (but not limited to) the following items; materials, equipment, labor and services.

Any questions that arise during the solicitation regarding this project shall be sent to the Contracting Officer (see section 2.0) in writing for a resolution.

Specifications attached reference “bid” and “bidders”. For the purpose of this solicitation, “bid” and “bidders” terminology will be considered the same as “offer” and “offerors”.

During *pre-construction Site Visit* offerors shall submit any questions to Contracting Officer (CO) in writing through email; questions will not be answered during the pre-construction Site Visit. One and only one pre-construction Site Visit will be hosted for interested offerors. If any offerors are found walking the campus in preparation of offer submittal before pre-construction Site Visit, they shall be removed from the site immediately by VA Police. This also holds true for any currently mobilized Contractors and Sub-contractors.

WBRC is the Architect of record and all RFI’s and submittals will be sent to them for resolution through the COR/CO.

After Contract Award the General Contractor (GC) is required to provide a Payment Bond, a Performance Bond and an Insurance certificate within 10 days of award. Once received and confirmed, the period of performance for the above-mentioned project will begin with a Notice to Proceed (NTP) issued at a Pre-Construction Meeting (Pre-Con). As part of this solicitation the GC shall submit a preliminary schedule using Microsoft Project showing the methodology for accomplishing the project.

The ***Construction period of performance*** for the above mentioned base scope of work is **682 calendar days** (see sheet GI-003 note 1).

The overall Period of Performance for the job will be **682 calendar days** which will begin at issuance of signed Notice to Proceed at the Pre-Construction meeting.

The schedule shall show project being executed over the **682 calendar days**, early completion of schedule shall not be shown at this time.

If GC feels the period of performance for the project is not accurate, they shall submit an adjusted schedule showing their time line(s) as well as a summary of why the period of performance needs adjusting.

1. **VA PROJECT STAFF**

*CONTRACTING OFFICER (CO)*

Jacalyn Hainey

718 Smyth Road| BSB Suite 105| Manchester, NH 03104

Phone 603.626.6507 | Email [jacalyn.hainey@va.gov](mailto:jacalyn.hainey@va.gov)

*CONTRACTING OFFICERS REPRESENTATIVE (COR):*

Peter Vose

Construction Project Manager

718 Smyth Road | Manchester, NH 03104

Phone 603.624.4366 x6926 | Email [peter.vose@va.gov](mailto:peter.vose@va.gov)

*CONTRACTING OFFICERS REPRESENTATIVE - ALTERNATE (COR):*

Catherine Tiedemann

Supervisory Engineer

718 Smyth Road | Manchester, NH 03104

Phone 603.624.4366 x6544 | Email [catherine.tiedemann@va.gov](mailto:catherine.tiedemann@va.gov)

1. **REQUIRED BRAND NAMES**

The following brand names (and their system) are required because new devices shall be installed into existing systems (with a seamless integration) to support the new building:

* Fire Alarm – Simplex (Johnson Controls)
  + All programming and graphics shall be done through Simplex (Johnson Controls) who own the program for the fire alarm.
* Building Management System (BMS) – Johnson Controls Metasys
  + All programming and graphics shall be done through Johnson Controls who own the program for the BMS.
* Physical Access Card Security (PACS) – HID (PIV class) card readers with Linel hardware/software
  + A certified Linel technician authorized to work on the software shall do all required programming/integration.
* Security Cameras – American Dynamics cameras operated by Victor software/server.
  + A certified Vicotr software technician authorized to work on the software shall do all required programming/integration of new security system into the existing.

All Subcontractors installing the above branded systems shall be authorized by each vender to install their product. GC shall include all required programming and associated graphics with each system above. Graphics shall be updated to show new building with new systems installed where applicable.

1. **OFFER PRICING**

**BASE OFFER**

The GC is to submit offer for project according to the drawings and specifications (as well as this SOW) without substitutes. This job shall be bid using 682 calendar days as the period of performance.

**DEDUCT ALTERNATES**

The GC shall submit offer for the following ten (10) Deduct alternates individually. An approved dollar amount must be adhered by VA for this construction project. If the base bid comes in over budget, some or all of these deduct alternates shall be implemented. It is anticipated that incorporation of any Deduct alternates shall not have an effect on the overall period of performance:

**Deduct Alternate #1 – Remove Metal Roof Screen**

Description: Removed metal roof screen around mechanical system at roof level, including structural support steel.

**Deduct Alternate #2 – Exposed Fastener Corrugated Metal Panel ILO Vert. & Hor. Metal Panel**

Description: Replace vertical and horizontal box ribbed metal panel systems with exposed fastener corrugated metal panel; maintain panel orientation and 6” trim detail.

**Deduct Alternate #3 – 4’-0” High Ceramic Wall Tile ILO 8’-0” High at Bathroom Walls**

Description: Stop ceramic wall tile at 4’-0” AFF. Provide Painted GWB above tile. Coordinate location of wall mounted equipment and furniture including, but not limited to; mirrors, soap/hand wash dispensers, and paper towel dispensers. Properly prepare a flat and smooth surface for item installation.

**Deduct Alternate #4 – Systems Furniture ILO Built-in Casework at Nurse’s Stations**

Description: Replace all casework at Nurse / Communication Station (012) and Reception / Check-in (003) with system furniture provided by Owner.

**Deduct Alternate #5 – Deduct Roof Access Structure**

Description: Stair A (S101) to end at First Floor landing and provide roof access hatch within stair well. Along with roof hatch, provide metal ships ladder that spans from stair landing at First Floor to roof hatch.

**Deduct Alternate #6 – Remove Spray Insulation**

Description: Replace 1” spray insulation in wall cavity with fiberglass batt insulation throughout.

**Deduct Alternate #7 – Traditional Form CIP Concrete ILO Horizontal Wood Mold Form Liners**

Description: Remove horizontal wood mold form liners from cast-in-place concrete forms along column lines ‘1’ and ‘D’ and cast concrete into traditional forms.

**Deduct Alternate #8 – Remove Luminous Sky-Image Ceilings**

Description: Remove luminous sky-image ceiling panels in Basement Level and associated soffits. Replace with typical acoustical ceiling tile and alternative lighting layout.

**Deduct Alternate #9 – Deduct Exterior Path Bollard Lighting**

Description: - do not provide any lighting for exterior path

**Deduct Alternate #10 – Lower End Ceiling Tile ILO Spec’d Ceilings**

Description: Provide a less costly acoustical ceiling tile that meets specifications performance.

1. **FUTURE LAVATORY FIXTURES**

Due to clinical needs changing continuously, VA is required to think of future needs. All domestic cold and hot water piping in the following locations on sheet PL100 shall have a straight tee with a capped ball valve installed in lieu of a 90 elbow: EXAM rooms 025, 026, 027, 029, 031 and including MED AREA 028 AND TOILET 023.

GC shall core holes to accept 2 inch future sanitary piping as shown by “X” symbol on sheet PL101 (6 locations). These cores shall be properly fire stopped within wall cavity and exact location shown on as-built drawings for future referencing.

GC shall core holes to accept insulated 3/4” future domestic hot and cold piping adjacent to “X” on sheet PL101 (12 locations). These cores shall be properly fire stopped within wall cavity and exact location shown on as-built drawings for future referencing.

Adequate blocking shall be installed to accept future lavatories.

All above tasks shall be coordinated with COR in field prior to installation of GWB.

1. **COORDINATION OF TRADES**

The A/E (WBRC) has been contracted to attend six (6) coordination meetings to assist the GC with the coordination of all trades (M/E/P and Fire protection).

The A/E will “share” the building model (REVIT) with GC (sub-contractors) to use for the coordination of trades during the construction phase of the project. The A/E will manage the model and allow all applicable trades to have access to the building model for their use in the coordination of their trade.

A/E will set guidelines (and enforce) and the order of trade coordination using the building model.

The A/E will provide resolutions to any coordination’s issues. The “Coordination” (in REVIT) option shall be utilized to show all “hits” that may occur in the model.

All the GC’s sub-contractors for each trade shall have the ability to utilize REVIT to assist in the overlay process. If the subcontractor does not have REVIT capability’s the GC shall include in their costs the REVIT services required for successful coordination of all trades.

No trade shall start installation until coordination drawings have been signed off by the project manager/foreman of each trade. If installation requires removal due to poor coordination of that trade, the VA shall not reimburse for any type of, labor, removal, installation or refabricating of material required to make the installation fit.

1. **PHASE 1 - BUILDING DEMOLISHING**

***DEMOLISHING OF EXISTING BUILDINGS #’s 3, 4, 13 & 14:***

General Contractor (GC) shall demolish Buildings #’s 3, 4, 13 and 14 (see sheet CD100) as part of Phase 1 of this construction project. Included in the demolishing of the buildings (but not limited) are the following tasks; preconstruction demolition survey, hazardous material abatement (see Hazmat Inspection report), removal (cut and cap) and discontinuation of all existing utility’s (see CD100), hauling of demolition debris, filling of void, and loam and seed as required per drawings and specifications.

GC shall maintain and water newly seeded areas until the 3rd mowing.

All hazardous material abatements shall be monitored by a VHA 3rd party Industrial Hygienist (IH). All work shall be closely coordinated to allow for proper notification of IH to mobilize for monitoring.

GC shall close the lots as required and re-direct traffic per requirements of MUTCD-FHWA to ensure the safety of patients and staff adjacent to the area being demolished. Temporary fencing shall be installed at the locations of structures being demolished.

*SALAVAGE OF VA PROPERTY*

FIRE ALARM: GC shall salvage fire alarm panels (4010-9102) located in building #3 and# 4. Panels shall be carefully removed from structure and packaged. Panels are to be turned over to the Contracting Officers Representative (COR).

During removal of two existing fire alarm panels from buildings 3 and 4, the main fire alarm panel shall not have any troubles for more than 8 hours. Leaving the fire alarm in trouble over night or over the weekend is not permitted. These fire alarm panels (NODES 3 and 4) will need to be deleted from the program in order to eliminate troubles after removal.

SEURITY CAMERAS: Building #3 and# 4 have American Dynamics exterior security cameras mounted to the fascia board/soffit, these cameras shall be removed and packaged and turned over to the COR. Building #3 has a fluid MESH receiver used for video monitoring of power pole mounted cameras. This MESH receiver shall be relocated to North/West corner Building #1 located approximately 20’ above grade. GC shall also provide a CAT6 connection from server room to the camera including 120V power for the MESH. VA shall commission the installation and get the equipment back up and running.

**PHASE 2 - EXCAVATION**

***EXCAVATION OF GROUNDS***

Prior to any excavation (including driving of fence posts) a VA issued excavation permit shall be filed and approved by the VA Safety manager through the COR. This excavation permit (as well as OSHA) requires ground penetrating radar survey (GPRS) to occur in which markings and flags are utilized. Dig Safe will not mobilize for a Federal facility and the GC is required to cover costs. These markings shall be maintained by the GC during the excavation/construction process.

All excavation shall occur behind construction fence for the safety of patients and employees.

Temporary environmental controls shall be in place and maintained during the excavation/construction process. If controls are not being maintained the CO has the right to stop construction (stop work order) until environmental controls are established.

Demolishing of the existing ramp/pad located in clouds (CD101) may affect the quality of CT imaging. If work does affect imaging quality work will have to be done around CT imaging of patients (off hours). As part of this bid, include off hours for this demolition work to ensure imaging will not be affected.

***BEDROCK***

Bedrock removal shall be required as part of this contract. Reference Geotechnical report developed by S.W. COLE for information relating to bedrock removal as well as location of borings that were taken. It is likely that much of the bedrock removal can occur using a mechanical or hydraulic hoe ram, the Geotechnical engineer recommends planning for blasting. All ledge removal shall be planned accordingly to minimize disturbance to the Medical Center as well as to adjacent residential properties.

The MRI unit is adjacent to where bedrock removal/excavation will occur. Schedule shall be submitted and maintained so the COR can keep the Radiology Dept. updated on when the work shall occur. This type of work may affect that quality of MRI images. GC shall schedule any bedrock removal that may affect MRI imaging during off hours.

***ELECTRICAL TIE-IN***

The GC shall prioritize the installation of the new electric main(s) due to the location and egress that it will affect. All electrical main work shall be completed within 7 calendar days of start; GC shall closely work with COR to ensure schedule is met. If GC cannot complete work in 7 days they shall submit a schedule for COR approval prior to start of work.

Location of electrical feed(s) is adjacent to the Radiologists office, and work shall not be done while Radiologists are reading images. Work in the clouded areas (shown on sheet CU101) shall be planned for off hours/coordinated with Radiology staff.

The main feed for the Clinical Services Building (CSB) ties into the existing Building #20 structure that houses the electrical distribution for the campus. Refer to sheets CD101, CU101 & ES101 grid location 6-7, A for the location of new electrical main. For this main to be installed the existing concrete walk way will require demolishing and excavation below to house the 6 (6) runs of new underground conduit (refer to sheet E-501).

A future upgraded campus electrical switchgear will be installed to feed the campus. Under this project a portion of these future (empty) conduits shall be installed per drawing CU101. Four (4) spare 4” conduits for future work shall be installed under this contract. The length of each conduit is approximately 126’-0” and shall be installed with a pull string, coordinate exact location with the COR.

This work shall be carefully coordinated with COR to allow for proper ILSM documentation due to a stair egress discharging to finish grade being closed during installation. COR shall coordinate all internal ILSM’s with Medical Center staff. GC shall provide proper signage, barricades, and fencing required during the shutdown of this egress.

COR shall work with VA Infection Control to develop and ICRA and document an action plan to deal with fumes that will be generated by equipment during the excavation area. Whatever requirements are established in the ICRA (cover fresh air intake louvers, closing and labeling of windows, etc.) the GC shall implement.

As soon as new electrical main(s) have been installed the affected area shall be turned over with a new concrete walk way, no temporary walking path is allowed.

***CLOSING OF RADIOLOGY EGRESS***

Prior to start of excavation for the CSB, the egress door leading from the Radiology Suite to the exterior grounds shall be demolished (see sheet AD101 –C5). In its place a 2-hour fire rated construction barrier shall be installed with a 90-minute door per NFPA101. This fire wall shall be full height (finished floor to underside of floor above). Door shall have hardware with a VA supplied construction core, GC shall supply all hardware that shall be Best 6-pin compatible to allow for VA issued core to be installed. VA shall supply GC with key(s) (GC to request number of keys needed) and VA COR shall have key also. This door SHALL NOT be used as a convenience door for accessing the cafeterias and restrooms inside of main building. Door shall be locked at all times and shall be used for emergency purposes only and as access for VA COR to enter to construction for inspections/meetings.

GC and their Subcontractors are welcome to use the canteen/cafeteria; they must access it through the main building, not through Radiology.

VA COR will issue ILSM for closure of egress as well as the creating of a 50’ dead end per NFPA101. Part of this ILSM will be the 2-hour separation as well as proper signage on the door letting building occupants know NO EXIT.

1. **PHASE 3 - CONSTRUCT CSB**

General contractor shall enclose construction site including; dumpster, lay down areas and storage Conex boxes with 6’ high (minimum) construction fence. Fence shall be secured at all times and locked outside or work hours. Proper construction signage shall be installed on fence by GC that says CONSTRUCTION SITE. Refer to specifications for required site construction signage. GC shall supply a padlock in which VA shall install the construction core. GC shall supply all hardware that shall be Best 6-pin compatible to allow for VA issued core to be installed. VA shall supply GC with key(s) (GC to request number of keys needed) and VA COR shall have key also.

Snow removal and grounds upkeep (mowing and weed whacking) is by GC. Grounds are to be neat and tidy during the entire duration of construction.

***EXISTING UTILITYS & EQUIPMENT***

EXTERIOR OF EXISITNG BUILDING: As part of the Site Removals Plan CD101 (but not shown) includes relocation of all; utility, equipment or conduits that will interfere with the construction of the new building. The GC is to take notes of the area of where the new building will connect to the existing building. Some of the items that will need removal or relocation but are not shown are the following; two (2) condensers for AC will require relocation, temporary power and panels associated with the concrete pad, fire alarm strobes, exterior lighting, and lighting protection.

FIRE ALARM: A new run of fiber including an audio loop shall be run from existing NODE1 to the new node being installed in Vestibule 001 of the CSB.

MEDICAL GAS: The existing medical gas located in the corridor of Radiology (sheet PL121) (medical air, vacuum and oxygen) will feed the new medical gas in the Urgent Care. Medical gas in Radiology will be affected during the tie-in. Radiology medical gas shall be re-activated the same day that the tie-in occurs. GC shall have certification completed on the existing medical gas the same day the tie-in occurs.

There is currently a main oxygen alarm panel located in Urgent Care that monitors the main oxygen level in the tank outside of the building; this tank feeds Urgent Care and the CLC. This panel will need to be relocated from its existing location to Reception/Check-In 003.

Med gas piping shown on drawings is to show intent only, GC to field verify exact location in field prior to installation. The ceilings are extremely congested and chances are slim that med gas will have a straight uninterrupted run.

NATURAL GAS: GC must coordinate installation of new gas line with Liberty Utilities who own the natural gas piping. Liberty will most likely want to install gas piping up to the gas meter. All piping after the gas meter will be by the GC. Point of contact for Liberty Utilities is:

[Andrew.Morgan@libertyutilities.com](mailto:Andrew.Morgan@libertyutilities.com)

Manager III-Gas, Business and Community Development

P: 603-782-2321 | C: 603-327-5357

***FIRST FLOOR TIE-IN***

The first floor of the CSB (Outpatient Mental Health) will tie into the first floor of the existing main building (Phlebotomy lab). The portion of the wall that is to be removed is located within the waiting room of the Phlebotomy lab. The demolishing of wall to create the opening will have to occur during off hours due to the noise of the saw used to cut the masonry wall.

1. **OWNER SUPPLIED - GC INSTALLED FIXTURES**

All fixtures (paper towel, soap, toilet paper, etc.) are supplied by the VA and are to be installed by the GC. GC shall coordinate in field with COR of where blocking shall be installed in preparation of fixture installations. Fixtures also include wall mounted sharps containers.

1. **OWNER SUPPLIED - OWNER INSTALLED EQUIPMENT**

All equipment/carts, ceiling lifts, etc., (including televisions and phones) shall be supplied by owner and installed by owner. GC shall coordinate in field with COR of where blocking shall be installed in preparation of installation of wall mounted equipment. GC shall provide required utilities (cable and power for televisions, connection for phone, etc.) to support all owner supplied and installed equipment.

GC shall leave adequate room for required bracing and attachment of ceiling mounted lifts to structure above. Coordinate trades with COR to ensure installation of ceiling lifts can occur.

1. **GC SUPPLIED – GC INSTALLED**

GC shall supply and install exam room case work including the furniture system that houses; sink, linen cabinet, glove dispenser, and lockable patient storage. Refer to sheet AS403 elevation C8.

GC shall supply and install head board that encompasses all required utilities to support exam room functions. Refer to sheet AS403 elevation B8.

GC shall supply and install all casework, refer to sheet AS205 & 206 for details.

GC shall supply/build custom casework (unless deduct is executed) located at the NURSE STATION 012, refer to sheet AS205 & 510 for details.

1. **FURNISHINGS**

All furniture is owner provided and owner installed. This furniture includes urgent care beds, cubicles, tables, chairs, lockers, etc.

1. **IT EQUIPMENT**

All IT equipment (switches, servers, and patch panels) is owner supplied and owner installed. GC is responsible for all cabling and fiber required to support the owner supplied IT equipment. Owner shall supply IT equipment and GC to tie into equipment. GC shall make all proper required terminations and shall tie into switches/patch panels and provide adequately length patch cables.

1. **COMMISSIONING**

VA owns official commissioning of the building through their 3rd party contract. It is strongly encouraged that the GC refers to the *Commissioning Specification 01-91-00* to ensure project will meet the commissioning requirements set forth by the specification. It is also strongly urged that the BMS programmer (Johnson Controls) verify that programing and trends meet the commissioning requirements as well as the specification.

GC may hire their own commissioning agent if they wish to verify functioning of systems prior to the VA conducting their own 3rd party commissioning.

1. **AS-BUILTS**

The A/E will manage any deviations from what was designed and what was actually built (Architectural only). They shall update the model from site visits and keep track of all drawing deviations. This updated model will be used as the Architectural as-builts.

Each M/E/P subcontractor shall update their trade using the building model (REVIT) to accurately modify/revise drawings to reflect what was installed in the field. Two paper copies shall be provided to the VA during close out along with O&M materials.

1. **PERFORMANCE REQUIREMENTS**

All work is to be completed with minimal disturbance to the Medical Center and close coordination will be required with the VA COR.

Any work that is occurring in roadways shall leave a clear path for emergency vehicles.

All tools must be kept in eye contact at all times, when workers are taking breaks or leaving the site, tools must be removed and stored in a safe place when working inside Medical Center.

All work shall be performed between the hours of 7:00am to 3:30 pm Monday thru Friday, excluding holidays. If after hours work is needed, a formal request is to be sent to the COR of the project with at least a 2-week notice, in which the VA shall approve or deny.

All labor rates will comply with applicable Wage Rate Determinations by the Department of Labor.

All work shall be in accordance with the project specifications and drawings.

The contractor shall have the capability of producing electronic documents that shall be able to interface with the systems used by the VA, Facilities Management Service (FMS) at the VAMC-Manchester. The contractor shall submit electronic copies of all drawings, documents and submittals via email whenever possible to the Contracting Officer (CO) as well as the Contracting Officer’s Representative (COR).

GC shall submit Activity Hazard Analysis (AHA) as part of Safety plan outlining any hazardous work that may occur and how the associated work will be handled.

* A blank AHA form is available at [**http://www.swf.usace.army.mil/About/Organization/SafetyandOccupationalHealth.aspx**](http://www.swf.usace.army.mil/About/Organization/SafetyandOccupationalHealth.aspx)

Updated schedule for completion of work to be submitted with each invoice broken down by schedule of values. An invoice not accompanied by a revised schedule may not be approved for payment. If the schedule has not changed since the last invoice the GC shall note that when sending invoice in for approval. All invoices shall be approved by both the CO and the COR, invoices uploaded to OB10 not containing dual signatures will be rejected for payment. This rejection will add additional time to the payment process and VA shall not be held liable for late/interest payments.

Safety Data Sheets (SDS’s) must be submitted to the COR for approval for all hazardous materials before they are brought to the work site.

Work shall not begin until engineering has reviewed and approved all submittals for safety and product material/equipment. Refer to section **01 35 26** for additional safety requirements.

All submittals shall be sent to the COR and the CO for review and signature approval.

All tools must be kept in eye contact at all times, when workers are taking breaks or leaving the site, tools must be removed and stored in a safe place.

**-END OF SCOPE OF WORK-**

**SITE VISIT:**

**An organized site is scheduled for, Thursday, February 7, 2019 at 12:30 PM ET. Only one site visit will be conducted. Participants are to Meet at: VAMC Manchester NH , 718 Smyth Road, Manchester, NH 03104-7007. Building 15 BASEMENT-D33, Solarium Conference Room. (Map included in attachments)**

**REQUESTS FOR INFORMATION:**

**Requests for Information (RFIs) shall be submitted by the prime contractor, via e-mail (electronic submission) to the Point of Contact, Jacalyn Hainey at** [jacalyn.hainey@va.gov](mailto:jacalyn.hainey@va.gov) **. No telephone RFIs will be accepted. The cutoff for RFI submission is Thursday, February 14, 2019 at 1:00PM ET. Responses will be provided in a written Question & Answer format to all interested parties on FBO.**

**INSTRUCTIONS TO OFFERORS:**

The Government will award a contract resulting from this solicitation using the evaluation method “Lowest Price Technically Acceptable.” This method is appropriate when best value is expected to result from selection of the technically acceptable offer with the lowest evaluated reasonable price. Offers will be evaluated for acceptability but not ranked using the non-price factors. Evaluation factors and significant sub factors that establish the requirements of acceptability are set forth below. Award will be made on the basis of the lowest evaluated reasonable price of proposals meeting the acceptability standards for non-price factors (FAR 15.101-2). The Government intends to evaluate proposals and award a contract 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 price, management approach and past performance. The Government reserves the right to conduct discussions if the Contracting Officer later determines them to be necessary. The Government reserves the right to waive informalities and minor irregularities in offers received. If a minor clerical error has occurred, then the offeror may be given an opportunity to correct the minor error within the constraints of the "clarifications" process. The following factors shall be used to evaluate offerors on a lowest reasonable price, technically acceptable in accordance with FAR 15.101-2:

This solicitation is for a firm, fixed price construction contract. Award shall be made to the technically acceptable offer that provides the lowest reasonable price as referenced in the Statement of Items; however due to funding constraints the Government may award any deduct alternate or combination of deduct alternates in accordance with the notes on the Statement of Items. The Government intends to award a contract to one offeror deemed responsible in accordance with Federal Acquisition Regulation (FAR 9.1).

Offerors are required to submit technical proposals addressing the Evaluation Factors A-E identified in Management Approach. The procurement is being conducted utilizing the Lowest Price Technically Acceptable (LPTA) source selection process in accordance with FAR 15.101-2. Proposal will be evaluated for acceptability, but not ranked, using the non-price evaluation factors. Award will be made on the basis of the lowest evaluated reasonable price of proposals meeting the acceptability standards for non-price factors. There shall be no trade-offs. **Offers evaluated as not Technically Acceptable will not be eligible for award, regardless of price.**

**OFFERORS SHALL COMPLETE THE ATTACHED CALCULATION OF SELF-PERFORMED WORK AND SUBMIT THE COMPLETED FORM WITH THEIR PROPOSAL.**

The proposal must set forth full, accurate and complete information as required by the solicitation. The Government will rely on such information for the award of the contract. By submission of the offer, the Offeror agrees that all items proposed (if applicable e.g. key personnel, subcontractors, safety plan, etc.) will be utilized for the duration of the contract and any substitutions will require prior Contracting Officer's approval.

The offeror shall be held responsible for the validity of all information supplied in the proposal, including the information provided by potential subcontractors. Should subsequent investigation disclose that the facts and conditions were not as stated, the proposal may be rejected.

1. **Price:**

The purpose of the Price evaluation is to provide an assessment of the reasonableness of the proposed price in relation to the solicitation requirements. Reasonableness of an offeror's proposal is evaluated through price analysis techniques as described in FAR Subpart 15.305(a) (1) and (4). For Price to be reasonable, it must represent a Price that provides best value to the Government when consideration is given to prices in the market, (market conditions may be evidenced by other competitive proposals), technical and functional capabilities of the offeror.

After Completion of Technical and Past Performance have been determined, the intention of the Government is to award the base lump sum item contingent upon funding limitations. Should all proposals for the base lump sum, item 1 exceed the funding limitations for this project, the Government will evaluate deduct alternate items as follows.

Deduct alternates 1- through 10 will be evaluated in the following order:

Base minus deduct alternate 1: Within funding limitations will be awarded. If it exceeds funding limitations then…

Base minus deduct alternates 1 and 2: Within funding limitations will be awarded. If it exceeds funding limitations then…

Base minus deduct alternates 1 through 3: Within funding limitations will be awarded. If it exceeds funding limitations then…

Base minus deduct alternates 1 through 4: Within funding limitations will be awarded. If it exceeds funding limitations then…

Base minus deduct alternates 1 through 5: Within funding limitations will be awarded. If it exceeds funding limitations then…

Base minus deduct alternates 1 through 6: Within funding limitations will be awarded. If it exceeds funding limitations then…

Base minus deduct alternates 1 through 7: Within funding limitations will be awarded. If it exceeds funding limitations then…

Base minus deduct alternates 1 through 8: Within funding limitations will be awarded. If it exceeds funding limitations then…

Base minus deduct alternates 1 through 9: Within funding limitations will be awarded. If it exceeds funding limitations then…

Base minus deduct alternates 1 through 10: Within funding limitations will be awarded. If it exceeds funding limitations then the solicitation will be canceled.

1. **Management Approach - Technical Qualifications**:

The Government will rate an offeror's Technical proposal, at the factor level, using an acceptable or unacceptable rating that combines technical merit and proposal risk that most accurately defines the offeror's performance risk considering all sub factors identified in this section. Sub-factors A-E will be evaluated as “Acceptable or Non-Acceptable”. The Government intends to make a single award to the lowest priced technically acceptable offer. To receive an overall acceptable rating and be eligible for award, the offeror must be technically acceptable in each of the Five (5) sub-factors identified below.

1. Ability to adhere to construction schedule for completion within 668 days from Notice to Proceed as specified in the solicitation.

Using the information submitted in response to the solicitation, the Government will evaluate the offerors’ scheduling methodology to determine if they have scheduling processes that ensure completion and control of the project from beginning to end. **To be evaluated as acceptable the offeror must provide a sample schedule that demonstrates an understanding of the limitations of the schedule as well as an understanding that an appropriate schedule will result in successful completion of the project for this evaluation factor. Offeror shall provide example of 1-3 completed projects of similar size and complexity including owner references that schedule adherence was successful. Si****milar size and complexity shall be any of the following: Urgent Care, Emergency Departments, ICU, Operating Rooms, Patient Care area.**  If the offeror plans to use a fast-track approach to permit early mobilization and construction, this approach shall be described. Proposals describe capability to meet CPM form requirements and demonstrate, with a sample schedule, the ability to appropriately utilize this method of scheduling. Based on the information provided in response to the RFP, evaluate the schedule and make an acceptability determination as to the offeror’s ability to meet the contract completion time. Offeror shall provide example of 1-3 completed projects of similar size and complexity including owner references that schedule adherence was successful. Similar size and complexity shall be any of the following: Urgent Care, Emergency Departments, ICU, Operating Rooms, and Patient Care areas

1. Technical Approach

Using the information submitted in response to the solicitation, the Government will evaluate the offeror’s ability to successfully perform the requirements of the project. **To be evaluated as acceptable the offeror must provide a narrative that addresses the functions, responsibilities, authorities, and duties of proposed technical staff to determine if the offeror has the ability to manage and perform the project without significant difficulty for this evaluation and sub-factors.** Specific details should also be addressed in the proposal to demonstrate sequence of work to be performed in a realistic fashion; i.e. coordination with subcontractors, etc. The narrative should also identify key personnel proposed for the project and their documented experience on successful completion of contracts of similar size and scope. Cost control successes should be documented for other completed contracts. Proposal addresses ability to work cooperatively with other contractors working in adjacent spaces and also addresses the ability to work in occupied spaces, including flexibility with scheduling in order for the VA to continue to provide services required for our patients.

1. Expertise in building Clinical Service Buildings

Using the information submitted in response to the solicitation, the Government will evaluate the offeror’s ability to perform work required under this project with relation to expertise in building Clinical Service space of comparable size. **To be evaluated as acceptable the offeror must provide a narrative that addresses prior projects that are directly related in scope, complexity, magnitude, and cost to this requirement completed within the past five (5) years.** The proposal narrative should adequately describe key personnel experience; address equipment to be utilized (owned or rented); and any other documentation relative to this project to demonstrate expertise in building Clinical service buildings. Offeror shall provide example of 1-3 completed projects of similar size and complexity including owner references that project was successful. Similar size and complexity shall be any of the following: Urgent Care, Emergency Departments, ICU, Operating Rooms, and Patient Care areas.

1. Effective Construction Safety Plan and demonstrated satisfactory record of safety performance on past projects

Using the information submitted in response to the solicitation, the Government will evaluate the offeror’s ability to submit and comply with an effective construction safety plan that meets the requirements of the Construction Safety Plan in the solicitation. The offeror shall develop a proposed plan in response to this evaluation sub-factor. Additionally, the proposal shall include documentation regarding the successful training of personnel in accordance with OSHA requirements (i.e., 30-hour or 10-hour completed OSHA training.) The narrative demonstrates familiarity with and/or plans to adhere to OSHA requirements and other safety requirements incorporated in the solicitation. Additionally, the proposal shall contain relevant information regarding any safety accidents or violations and corrective action taken or demonstrates no documented violations. Offeror shall demonstrate that the company has no more than three serious, or one repeat, or one willful OSHA or EPA violation(s) in the past three years and has an Experience Modification Rate (EMR) of equal to or less than 1.0. Simply having an EMR greater than 1.0 does not eliminate a contractor from selection. The Offeror will be allowed to submit an offer with additional information explaining the EMR; and the CO will need to make a responsibility determination based upon all the usual factors.  Further, if the offeror is deemed non-responsible, but otherwise eligible for award; the matter will be referred to the SBA for a Certificate of Competency. Training and other related documentation is provided for key personnel proposed to work on this project. Offeror shall complete the attached Pre-Award Contractor Evaluation Form for Safety and submit it with your narrative response to this sub-factor. **To be evaluated as acceptable the offeror must submit a proposed plan in response to this evaluation factor addressing the requirements of the safety and training requirements. The offeror shall also complete the attached Pre-Award Contractor Evaluation Form for Safety and submit it with your narrative response for this evaluation factor.**

1. Compliance with Infection Control Procedures

Using the information submitted in response to the solicitation, the Government will evaluate the offeror’s demonstrated ability to comply with the requirements of the Infection Control Procedures at the VAMC Manchester, NH. The proposal addresses supervision, responsible parties, employee responsibilities, work practices; training, materials, equipment, and risk assessment methods. **To be evaluated as acceptable the offeror must submit a narrative that addresses supervision, responsible parties, employee responsibilities, work practices; training, materials, equipment, and risk assessment methods for this factor.**

|  |  |
| --- | --- |
| Technical Acceptable/Unacceptable Ratings at Factor Level | |
| Rating | Description |
| Acceptable | Proposal clearly meets the minimum requirements of the solicitation. |
| Unacceptable | Proposal does not clearly meet the minimum requirements of the solicitation. |

1. **Past Performance**

Previous experience will be evaluated as “Acceptable or Non-Acceptable”. To be acceptable, offerors must provide information demonstrating they have successfully performed as prime contractor within the last five (5) years\* on a least Two (2) construction projects of equal or greater size and complexity within the same or similar scope of work as work is identified in the project as described by the drawings and specifications of this solicitation in the price range of $5,000,000 to $10,000,000.00 (or larger). This information shall be submitted on the “Past Performance Information Form” that is attached. (Note: A separate form shall be submitted for each contract). **The past performance information forms provided with the proposal will be used for this evaluation factor. Additionally, past performance information shall be obtained by the Contract Specialist from any other sources available to the Government to include, but not limited to, PPIRS or other databases; interviews with Program Managers, Contracting Officers, and/or Contracting Officer Representatives.**

\*The (5) five years shall be calculated from the solicitation issue date.

**\*\*Note:** In the case of an offeror without a record of relevant past performance or for whom information on past performance is not available or so sparse that no meaningful past performance rating can be reasonably assigned, the offeror may not be evaluated favorably or unfavorably on past performance (see FAR 15.305 (a)(2)(iv)). Therefore, the offeror shall be determined to have unknown past performance. In the context of acceptability/unacceptability, “unknown” shall be considered “acceptable.” Aspects of Past Performance Evaluation: The past performance evaluation results are an assessment of the offeror’s probability of meeting the minimum past performance solicitation requirements. This assessment is based on the offeror’s record of relevant and recent past performance information that pertains to the requirements outlined in the solicitation.

There are two aspects to the past performance evaluation. The first is to evaluate the offeror’s past performance to determine how relevant a recent effort accomplished by the offeror is to the effort to be acquired through the source selection. The criteria to establish what is recent and relevant are listed above. Consideration should be given to those aspects of an offeror’s contract history that would give the greatest ability to measure whether the offeror will satisfy the current procurement. Common aspects of relevancy include similarity of service/support, complexity, dollar value, contract type, and degree of subcontract/teaming.

***Recency,*** as it pertains to past performance information, is a measure of the time that has elapsed since the past performance reference occurred. Recency is generally expressed as a time period during which past performance references are considered relevant.

***Relevancy***, as it pertains to past performance information, is a measure of the extent of similarity between the service/support effort, complexity, dollar value, contract type, and subcontract/teaming or other comparable attributes of past performance examples and the source solicitation requirements; and a measure of the likelihood that the past performance is an indicator of future performance.

|  |  |
| --- | --- |
| **Past Performance Relevancy Ratings** | |
| Rating | Definition |
| Relevant | Present/past performance effort involved essentially the same scope and magnitude of effort and complexities this solicitation requires. |
| Not Relevant | Present/past performance effort involved little or none of the scope and magnitude of effort and complexities this solicitation requires. |

The second aspect of the past performance evaluation is to determine how well the contractor performed on the contracts. The past performance evaluation performed in support of a current source selection does not establish, create, or change the existing record and history of the offeror’s past performance on past contracts; rather, the past performance evaluation process gathers information from customers on how well the offeror performed those past contracts.

Sources of Past Performance Information for Evaluation are as follows:

• Past performance information shall be provided by the offeror, as solicited.

• Past performance information shall be obtained from questionnaires tailored to the circumstances of the acquisition.

• Past performance information shall be obtained from any other sources available to the Government, to include, but not limited to, the Past Performance Information Retrieval System (PPIRS), Federal Awardee Performance and Integrity Information System (FAPIIS), or other databases; interviews with Program Managers, Contracting Officers, and Contracting Officer Representatives. The Past Performance Evaluation Team will review this past performance information and determine the quality and usefulness as it applies to overall performance.

Once relevancy and overall performance have been reviewed, an overall acceptable or unacceptable rating will be assigned to each offeror based on the below definitions.

**Overall Past Performance Evaluation Ratings**

|  |  |
| --- | --- |
| Rating | Description |
| Acceptable | Based on the offeror’s performance record, the Government has a reasonable expectation that the offeror will successfully perform the required effort, or the offeror’s performance record is unknown. (See note above.) |
| Unacceptable | Based on the offeror’s performance record, the Government has no reasonable expectation that the offeror will be able to successfully perform the required effort. |

**SUBMISSION OF PROPOSAL**

Important Note: Respond to all requirements of the solicitation. Failure to provide the information required will render the offer unacceptable. The Government intends to award a contract resulting from this solicitation without holding discussion, therefore, offerors shall ensure that their initial proposal provides the best terms from a price and technical standpoint.

Offerors shall submit proposals, in response to this solicitation, in two separate volumes as follows:

**VOLUME I** – MANAGEMENT APPROACH and PAST PERFORMANCE: Include all information required for evaluation, excluding any reference to price. Offerors shall provide 1 electronic copy Volume 1. Address all required evaluation criteria in above paragraphs.

**VOLUME II** – PRICE: Include all information required for evaluation as well as the required completed solicitation sections and the Self-Performance Calculation Worksheet. Offerors shall provide 1 electronic copy of Volume II. Address all required evaluation criteria, as specified below.

**VOLUME I: Requirements for Proposal Content:**

The proposal shall concisely describe the offeror's response to the requirements of the solicitation. Elaborate artwork, expensive paper or bindings, and expensive visual or other aids are not necessary. Additionally, the use of general or vague statements such as *"standard procedures will be used'* or *"good business practices will be employed'* are not acceptable. Tab each section and number each page in each section. Provide a table of contents.

**VOLUME II: Price Proposal Requirements**

The price proposal shall consist of the following: The offeror shall complete the SF1442 and pricing schedule and submit to the Contracting Office prior to or on the date specified for receipt of proposals. The offeror shall also submit, with the above documentation an **itemized price breakdown** with their proposal in sufficient detail to permit a complete analysis of labor burden, materials, equipment, transportation, supervision, disposal costs and overhead and profit and shall cover all work involved in the contract. Additionally, the offeror shall submit the Representations and Certification incorporated in FAR 52.204-8 and the Self-Work Calculation Worksheet.

All correspondence is to be e-mailed to [jacalyn.hainey@va.gov](mailto:jacalyn.hainey@va.gov)

In the event that the proposal size exceeds 20MB, break down into multiple files and submit via e-mail.

\*\* NO FACSIMILE PROPOSALS WILL BE ACCEPTED\*

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# INFORMATION REGARDING BIDDING MATERIAL, BID GUARANTEE AND BONDS

# 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, Definite Quantity contract resulting from this solicitation.

(End of Provision)

## 2.2 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)

## 2.3 52.222-23 NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY FOR CONSTRUCTION (FEB 1999)

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

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

|  |  |
| --- | --- |
| **Goals for minority participation for each trade** | **Goals for female participation for each trade** |
| % | 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)

## 2.4 52.225-12 NOTICE OF BUY AMERICAN REQUIREMENT—CONSTRUCTION MATERIALS UNDER TRADE AGREEMENTS (MAY 2014) ALTERNATE II (JUN 2009)

(a) *Definitions.* "Bahrainian, Mexican, or Omani construction material," "commercially available off-the-shelf (COTS) item," "construction material," "designated country 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 Under Trade Agreements" (Federal Acquisition Regulation (FAR) clause 52.225-11).

(b) *Requests for determination 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 FAR clause 52.225-11 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 materials, by adding to the offered price the appropriate percentage of the cost of such foreign construction material, as specified in paragraph (b)(4)(i) of FAR clause 52.225-11.

(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 construction material, except foreign construction material from a designated country other than Bahrain, Mexico, or Oman that is not listed by the Government in this solicitation in paragraph (b)(3) of FAR clause 52.225-11, the offeror also may submit an alternate offer based on use of equivalent domestic or designated country construction material other than Bahrainian, Mexican, or Omani 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 FAR clause 52.225-11 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 FAR clause 52.225-11 does not apply, the Government will evaluate only those offers based on use of the equivalent domestic or designated country construction material other than Bahrainian, Mexican, or Omani construction material. An offer based on use of the foreign construction material for which an exception was requested—

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

(ii) May be accepted if revised during negotiations.

(End of Provision)

## 2.5 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 percent of the bid price or , 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)

## 2.6 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:

Hand-Carried Address:

Department of Veterans Affairs

VAMC Manchester

718 Smyth Road

Manchester NH 03104

Mailing Address:

Department of Veterans Affairs

VAMC Manchester

718 Smyth Road

Manchester NH 03104

(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)

## 2.7 52.236-27 SITE VISIT (CONSTRUCTION) (FEB 1995)

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

(b) Site visits may be arranged during normal duty hours by contacting:

Name:

Address:

Telephone:

(End of Provision)

## 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)

|  |  |  |
| --- | --- | --- |
| **FAR Number** | **Title** | **Date** |
| 52.204-7 | SYSTEM FOR AWARD MANAGEMENT | OCT 2018 |
| 52.204-16 | COMMERCIAL AND GOVERNMENT ENTITY CODE REPORTING | JUL 2016 |
| 52.204-22 | ALTERNATIVE LINE ITEM PROPOSAL | JAN 2017 |
| 52.215-1 | INSTRUCTIONS TO OFFERORS—COMPETITIVE ACQUISITION | JAN 2017 |
| 52.236-28 | PREPARATION OF PROPOSALS—CONSTRUCTION | OCT 1997 |

## 2.9 VAAR 852.215-70 SERVICE-DISABLED VETERAN-OWNED AND VETERAN-OWNED SMALL BUSINESS EVALUATION FACTORS (JUL 2016)(DEVIATION)

(a) In an effort to achieve socioeconomic small business goals, depending on the evaluation factors included in the solicitation, VA shall evaluate offerors based on their service-disabled veteran-owned or veteran-owned small business status and their proposed use of eligible service-disabled veteran-owned small businesses and veteran-owned small businesses as subcontractors.

(b) Eligible service-disabled veteran-owned offerors will receive full credit, and offerors qualifying as veteran-owned small businesses will receive partial credit for the Service-Disabled Veteran-Owned and Veteran-owned Small Business Status evaluation factor. To receive credit, an offeror must be registered and verified in Vendor Information Pages (VIP) database (<https://www.vip.vetbiz.gov>).

(c) Non-veteran offerors proposing to use service-disabled veteran-owned small businesses or veteran-owned small businesses as subcontractors will receive some consideration under this evaluation factor. Offerors must state in their proposals the names of the SDVOSBs and VOSBs with whom they intend to subcontract and provide a brief description of the proposed subcontracts and the approximate dollar values of the proposed subcontracts. In addition, the proposed subcontractors must be registered and verified in the VetBiz.gov VIP database (<https://www.vip.vetbiz.gov>).

(End of Provision)

## 2.10 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)

## 2.11 VAAR 852.233-70 PROTEST CONTENT/ALTERNATIVE DISPUTE RESOLUTION (SEP 2018)

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

(1) Include the name, address, fax number, email 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)

## 2.12 VAAR 852.233-71 ALTERNATE PROTEST PROCEDURE (SEP 2018)

(a) As an alternative to filing a protest with the Contracting Officer, an interested party may file a protest by mail or electronically with: Executive Director, Office of Acquisition and Logistics, Risk Management and Compliance Service (003A2C), Department of Veterans Affairs, 810 Vermont Avenue NW, Washington, DC 20420 or Email: *EDProtests@va.gov.*

(b) The protest will not be considered if the interested party has a protest on the same or similar issue(s) 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

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

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

(End of Provision)

# REPRESENTATIONS AND CERTIFICATIONS

## 3.1 52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (OCT 2018)

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

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

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

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

(2) If the provision at 52.204–7, System for Award Management, is not included in this solicitation, and the Offeror has an active registration in the System for Award Management (SAM), the Offeror may choose to use paragraph (d) of this provision instead of completing the corresponding individual representations and certifications in the solicitation. The Offeror shall indicate which option applies by checking one of the following boxes:

[ ] (i) Paragraph (d) applies.

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

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

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

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

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

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

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

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

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

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

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

(B) Exceed the simplified acquisition threshold; and

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

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

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

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

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

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

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

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

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

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

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

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

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

(xvi) 52.223-1, Biobased Product Certification. This provision applies to solicitations that require the delivery or specify the use of USDA-designated items; or include the clause at 52.223-2, Affirmative Procurement of Biobased Products Under Service and Construction Contracts.

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

(xviii) 52.223-22, Public Disclosure of Greenhouse Gas Emissions and Reduction Goals--Representation. This provision applies to solicitations that include the clause at 52.204-7.)

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

(xx) 52.225-4, Buy American—Free Trade Agreements—Israeli Trade Act Certificate. (Basic, Alternates I, II, and III.) This provision applies to solicitations containing the clause at 52.225-3.

(A) If the acquisition value is less than $25,000, the basic provision applies.

(B) If the acquisition value is $25,000 or more but is less than $50,000, the provision with its Alternate I applies.

(C) If the acquisition value is $50,000 or more but is less than $80,317, the provision with its Alternate II applies.

(D) If the acquisition value is $80,317 or more but is less than $100,000, the provision with its Alternate III applies.

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

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

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

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

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

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

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

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

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

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

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

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

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

[](vii) 52.227-6, Royalty Information.

[](A) Basic.

[](B) Alternate I.

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

(d) The Offeror has completed the annual representations and certifications electronically in SAM accessed through [*https://www.sam.gov*](https://www.sam.gov). After reviewing the SAM 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 (OCT 2018)

(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 (FAPIIS) is current, accurate, and complete as of the date of submission of this offer with regard to the following information:

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

(i) In a criminal proceeding, a conviction.

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

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

(A) The payment of a monetary fine or penalty of $5,000 or more; or

(B) The payment of a reimbursement, restitution, or damages in excess of $100,000.

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

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

(d) The offeror shall post the information in paragraphs (c)(1)(i) through (c)(1)(iv) of this provision in FAPIIS as required through maintaining an active registration in the System for Award Management, which can be accessed via [*https://www.sam.gov*](https://www.sam.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 52.204-19 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)

## 4.2 52.204-23 PROHIBITION ON CONTRACTING FOR HARDWARE, SOFTWARE, AND SERVICES DEVELOPED OR PROVIDED BY KASPERSKY LAB AND OTHER COVERED ENTITIES (JUL 2018)

(a) *Definitions*. As used in this clause—*Covered article* means any hardware, software, or service that—

(1) Is developed or provided by a covered entity;

(2) Includes any hardware, software, or service developed or provided in whole or in part by a covered entity; or

(3) Contains components using any hardware or software developed in whole or in part by a covered entity.

*Covered entity* means—

(1) Kaspersky Lab;

(2) Any successor entity to Kaspersky Lab;

(3) Any entity that controls, is controlled by, or is under common control with Kaspersky Lab; or

(4) Any entity of which Kaspersky Lab has a majority ownership.

(b) *Prohibition*. Section 1634 of Division A of the National Defense Authorization Act for Fiscal Year 2018 (Pub. L. 115–91) prohibits Government use of any covered article. The Contractor is prohibited from—

(1) Providing any covered article that the Government will use on or after October 1, 2018; and

(2) Using any covered article on or after October 1, 2018, in the development of data or deliverables first produced in the performance of the contract.

(c) *Reporting requirement*. (1) In the event the Contractor identifies a covered article provided to the Government during contract performance, or the Contractor is notified of such by a subcontractor at any tier or any other source, the Contractor shall report, in writing, to the Contracting Officer or, in the case of the Department of Defense, to the website at <https://dibnet.dod.mil>. For indefinite delivery contracts, the Contractor shall report to the Contracting Officer for the indefinite delivery contract and the Contracting Officer(s) for any affected order or, in the case of the Department of Defense, identify both the indefinite delivery contract and any affected orders in the report provided at <https://dibnet.dod.mil>.

(2) The Contractor shall report the following information pursuant to paragraph (c)(1) of this clause:

(i) Within 1 business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; brand; model number (Original Equipment Manufacturer (OEM) number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

(ii) Within 10 business days of submitting the report pursuant to paragraph (c)(1) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the Contractor shall describe the efforts it undertook to prevent use or submission of a covered article, any reasons that led to the use or submission of the covered article, and any additional efforts that will be incorporated to prevent future use or submission of covered articles.

(d) *Subcontracts*. The Contractor shall insert the substance of this clause, including this paragraph (d), in all subcontracts, including subcontracts for the acquisition of commercial items.

(End of Provision)

## 4.3 52.209-9 UPDATES OF PUBLICLY AVAILABLE INFORMATION REGARDING RESPONSIBILITY MATTERS (OCT 2018)

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

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

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

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

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

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

(i) Past performance reviews required by subpart 42.15;

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

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

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

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

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

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

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

(End of Clause)

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

The Contractor shall be required to (a) commence work under this contract within 10 calendar days after the date the Contractor receives the notice to proceed, (b) prosecute the work diligently, and (c) complete the entire work ready for use not later than 682 days after receipt of notice to proceed. The time stated for completion shall include final cleanup of the premises.

(End of Clause)

## 4.5 52.216-18 ORDERING (OCT 1995)

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

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

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

(End of Clause)

## 4.6 52.216-19 ORDER LIMITATIONS (OCT 1995)

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

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

(1) Any order for a single item in excess of ;

(2) Any order for a combination of items in excess of ; or

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

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

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

(End of Clause)

## 4.7 52.219-28 POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION (JUL 2013)

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

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

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

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

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

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

(3) For long-term contracts—

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

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

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

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

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

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

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

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

[Co*ntractor to sign and date and insert authorized signer's name and title*].

(End of Clause)

## 4.8 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)

## 4.9 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)

## 4.10 52.225-11 BUY AMERICAN—CONSTRUCTION MATERIALS UNDER TRADE AGREEMENTS (OCT 2016) ALTERNATE I (MAY 2014)

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

"Bahrainian, Mexican, or Omani construction material" means a construction material that—

(1) Is wholly the growth, product, or manufacture of Bahrain, Mexico or Oman; or

(2) In the case of a construction material that consists in whole or in part of materials from another country, has been substantially transformed in Bahrain, Mexico, or Oman into a new and different construction material distinct from the materials from which it was transformed.

"Caribbean Basin country construction material" means a construction material that—

(1) Is wholly the growth, product, or manufacture of a Caribbean Basin country; or

(2) In the case of a construction material that consists in whole or in part of materials from another country, has been substantially transformed in a Caribbean Basin country into a new and different construction material distinct from the materials from which it was transformed.

"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 an article, material, or supply incorporated directly into a construction material.

"Construction material" means an article, material, or supply brought to the construction site by the Contractor or 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 construction material (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.

"Designated country" means any of the following countries:

(1) A World Trade Organization Government Procurement Agreement (WTO GPA) country (Armenia, Aruba, Austria, Belgium, Bulgaria, Canada, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hong Kong, Hungary, Iceland, Ireland, Israel, Italy, Japan, Korea (Republic of), Latvia, Liechtenstein, Lithuania, Luxembourg, Malta, Moldova, Montenegro, Netherlands, New Zealand, Norway, Poland, Portugal, Romania, Singapore, Slovak Republic, Slovenia, Spain, Sweden, Switzerland, Taiwan, Ukraine, or United Kingdom);

(2) A Free Trade Agreement (FTA) country (Australia, Bahrain, Canada, Chile, Colombia, Costa Rica, Dominican Republic, El Salvador, Guatemala, Honduras, Korea (Republic of), Mexico, Morocco, Nicaragua, Oman, Panama, Peru, or Singapore);

(3) A least developed country (Afghanistan, Angola, Bangladesh, Benin, Bhutan, Burkina Faso, Burundi, Cambodia, Central African Republic, Chad, Comoros, Democratic Republic of Congo, Djibouti, Equatorial Guinea, Eritrea, Ethiopia, Gambia, Guinea, Guinea-Bissau, Haiti, Kiribati, Laos, Lesotho, Liberia, Madagascar, Malawi, Mali, Mauritania, Mozambique, Nepal, Niger, Rwanda, Samoa, Sao Tome and Principe, Senegal, Sierra Leone, Solomon Islands, Somalia, South Sudan, Tanzania, Timor-Leste, Togo, Tuvalu, Uganda, Vanuatu, Yemen, or Zambia); or

(4) A Caribbean Basin country (Antigua and Barbuda, Aruba, Bahamas, Barbados, Belize, Bonaire, British Virgin Islands, Curacao, Dominica, Grenada, Guyana, Haiti, Jamaica, Montserrat, Saba, St. Kitts and Nevis, St. Lucia, St. Vincent and the Grenadines, Sint Eustatius, Sint Maarten, or Trinidad and Tobago).

"Designated country construction material" means a construction material that is a WTO GPA country construction material, an FTA country construction material, a least developed country construction material, or a Caribbean Basin country 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.

"Free Trade Agreement country construction material" means a construction material that—

(1) Is wholly the growth, product, or manufacture of a Free Trade Agreement (FTA) country; or

(2) In the case of a construction material that consists in whole or in part of materials from another country, has been substantially transformed in a FTA country into a new and different construction material distinct from the materials from which it was transformed.

"Least developed country construction material" means a construction material that—

(1) Is wholly the growth, product, or manufacture of a least developed country; or

(2) In the case of a construction material that consists in whole or in part of materials from another country, has been substantially transformed in a least developed country into a new and different construction material distinct from the materials from which it was transformed.

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

"WTO GPA country construction material" means a construction material that—

(1) Is wholly the growth, product, or manufacture of a WTO GPA country; or

(2) In the case of a construction material that consists in whole or in part of materials from another country, has been substantially transformed in a WTO GPA country into a new and different construction material distinct from the materials from which it was transformed.

(b) Construction materials.

(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)). In addition, the Contracting Officer has determined that the WTO GPA and all the Free Trade Agreements except the Bahrain FTA, NAFTA, and the Oman FTA apply to the this acquisition. Therefore, the Buy American statute restrictions are waived for designated country construction materials other than Bahrainian, Mexican, or Omani construction materials.

(2) The Contractor shall use only domestic or designated country construction material other than Bahrainian, Mexican, or Omani construction material in performing this contract, except as provided in paragraphs (b)(3) and (b)(4) of this clause.

(3) The requirement in paragraph (b)(2) of this clause does not apply to information technology that is a commercial item or to the construction materials or components listed by the Government as follows:

(4) The Contracting Officer may add other foreign construction material to the list in paragraph (b)(3) 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 restrictions 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)(4) 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)(4)(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)

## 4.11 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)

## 4.12 52.236-1 PERFORMANCE OF WORK BY THE CONTRACTOR (APR 1984)

The Contractor shall perform on the site, and with its own organization, work equivalent to at least percent of the total amount of work to be performed under the contract. This percentage may be reduced by a supplemental agreement to this contract if, during performing the work, the Contractor requests a reduction and the Contracting Officer determines that the reduction would be to the advantage of the Government.

(End of Clause)

## 4.13 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)

## 4.14 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)

|  |  |  |
| --- | --- | --- |
| **FAR Number** | **Title** | **Date** |
| 52.202-1 | DEFINITIONS | NOV 2013 |
| 52.203-3 | GRATUITIES | APR 1984 |
| 52.203-5 | COVENANT AGAINST CONTINGENT FEES | MAY 2014 |
| 52.203-6 | RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT | SEP 2006 |
| 52.203-7 | ANTI-KICKBACK PROCEDURES | MAY 2014 |
| 52.203-8 | CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY | MAY 2014 |
| 52.203-10 | PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY | MAY 2014 |
| 52.203-12 | LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS | OCT 2010 |
| 52.203-13 | CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT | OCT 2015 |
| 52.203-17 | CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS | APR 2014 |
| 52.203-19 | PROHIBITION ON REQUIRING CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS OR STATEMENTS | JAN 2017 |
| 52.204-4 | PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER | MAY 2011 |
| 52.204-9 | PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL | JAN 2011 |
| 52.204-10 | REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS | OCT 2018 |
| 52.204-13 | SYSTEM FOR AWARD MANAGEMENT MAINTENANCE | OCT 2018 |
| 52.204-15 | SERVICE CONTRACT REPORTING REQUIREMENTS FOR INDEFINITE-DELIVERY CONTRACTS | OCT 2016 |
| 52.204-18 | COMMERCIAL AND GOVERNMENT ENTITY CODE MAINTENANCE | JUL 2016 |
| 52.209-6 | PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT | OCT 2015 |
| 52.209-10 | PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS | NOV 2015 |
| 52.210-1 | MARKET RESEARCH | APR 2011 |
| 52.215-2 | AUDIT AND RECORDS—NEGOTIATION | OCT 2010 |
| 52.219-4 | NOTICE OF PRICE EVALUATION PREFERENCE FOR HUBZONE SMALL BUSINESS CONCERNS | OCT 2014 |
| 52.219-8 | UTILIZATION OF SMALL BUSINESS CONCERNS | OCT 2018 |
| 52.222-3 | CONVICT LABOR | JUN 2003 |
| 52.222-6 | CONSTRUCTION WAGE RATE REQUIREMENTS | AUG 2018 |
| 52.222-7 | WITHHOLDING OF FUNDS | MAY 2014 |
| 52.222-8 | PAYROLLS AND BASIC RECORDS | AUG 2018 |
| 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 |

## 4.15 52.222-36 EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES (JUL 2014)

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

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

(End of Clause)

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|  | **FAR Number** | **Title** | **Date** |
|  | 52.222-37 | EMPLOYMENT REPORTS ON VETERANS | FEB 2016 |
|  | 52.222-50 | COMBATING TRAFFICKING IN PERSONS | MAR 2015 |
|  | 52.222-54 | EMPLOYMENT ELIGIBILITY VERIFICATION | OCT 2015 |
|  | 52.222-55 | MINIMUM WAGES UNDER EXECUTIVE ORDER 13658 | DEC 2015 |
|  | 52.222-62 | PAID SICK LEAVE UNDER EXECUTIVE ORDER 13706 | JAN 2017 |
|  | 52.223-5 | POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION | MAY 2011 |
|  | 52.223-6 | DRUG-FREE WORKPLACE | MAY 2001 |
|  | 52.223-18 | ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING | AUG 2011 |
|  | 52.223-21 | FOAMS | JUN 2016 |
|  | 52.225-13 | RESTRICTIONS ON CERTAIN FOREIGN PURCHASES | JUN 2008 |
|  | 52.227-1 | AUTHORIZATION AND CONSENT | DEC 2007 |
|  | 52.227-2 | NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT | DEC 2007 |
|  | 52.227-4 | PATENT INDEMNITY—CONSTRUCTION CONTRACTS | DEC 2007 |
|  | 52.228-2 | ADDITIONAL BOND SECURITY | OCT 1997 |
|  | 52.228-5 | INSURANCE—WORK ON A GOVERNMENT INSTALLATION | JAN 1997 |
|  | 52.228-11 | PLEDGES OF ASSETS | AUG 2018 |
|  | 52.228-12 | PROSPECTIVE SUBCONTRACTOR REQUESTS FOR BONDS | MAY 2014 |
|  | 52.228-14 | IRREVOCABLE LETTER OF CREDIT | NOV 2014 |
|  | 52.228-15 | PERFORMANCE AND PAYMENT BONDS—CONSTRUCTION | OCT 2010 |
|  | 52.229-3 | FEDERAL, STATE, AND LOCAL TAXES | FEB 2013 |
|  | 52.232-5 | PAYMENTS UNDER FIXED-PRICE CONSTRUCTION CONTRACTS | MAY 2014 |
|  | 52.232-17 | INTEREST | MAY 2014 |
|  | 52.232-23 | ASSIGNMENT OF CLAIMS | MAY 2014 |
|  | 52.232-27 | PROMPT PAYMENT FOR CONSTRUCTION CONTRACTS | JAN 2017 |
|  | 52.232-33 | PAYMENT BY ELECTRONIC FUNDS TRANSFER—SYSTEM FOR AWARD MANAGEMENT | OCT 2018 |
|  | 52.232-39 | UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS | JUN 2013 |
|  | 52.232-40 | PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS | DEC 2013 |
|  | 52.233-1 | DISPUTES ALTERNATE I (DEC 1991) | MAY 2014 |
|  | 52.233-3 | PROTEST AFTER AWARD | AUG 1996 |
|  | 52.233-4 | APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM | OCT 2004 |
|  | 52.236-2 | DIFFERING SITE CONDITIONS | APR 1984 |
|  | 52.236-3 | SITE INVESTIGATION AND CONDITIONS AFFECTING THE WORK | APR 1984 |
| $ | 52.236-5 | MATERIAL AND WORKMANSHIP | APR 1984 |
|  | 52.236-6 | SUPERINTENDENCE BY THE CONTRACTOR | APR 1984 |
|  | 52.236-7 | PERMITS AND RESPONSIBILITIES | NOV 1991 |
|  | 52.236-8 | OTHER CONTRACTS | APR 1984 |
|  | 52.236-9 | PROTECTION OF EXISTING VEGETATION, STRUCTURES, EQUIPMENT, UTILITIES, AND IMPROVEMENTS | APR 1984 |
|  | 52.236-10 | OPERATIONS AND STORAGE AREAS | APR 1984 |
|  | 52.236-11 | USE AND POSSESSION PRIOR TO COMPLETION | APR 1984 |
|  | 52.236-12 | CLEANING UP | APR 1984 |
|  | 52.236-13 | ACCIDENT PREVENTION | NOV 1991 |
|  | 52.236-15 | SCHEDULES FOR CONSTRUCTION CONTRACTS | APR 1984 |
|  | 52.236-17 | LAYOUT OF WORK | APR 1984 |
|  | 52.236-21 | SPECIFICATIONS AND DRAWINGS FOR CONSTRUCTION | FEB 1997 |
|  | 52.236-26 | PRECONSTRUCTION CONFERENCE | FEB 1995 |
|  | 52.242-13 | BANKRUPTCY | JUL 1995 |
|  | 52.242-14 | SUSPENSION OF WORK | APR 1984 |
|  | 52.243-4 | CHANGES | JUN 2007 |
|  | 52.244-5 | COMPETITION IN SUBCONTRACTING | DEC 1996 |
|  | 52.244-6 | SUBCONTRACTS FOR COMMERCIAL ITEMS | OCT 2018 |
|  | 52.246-12 | INSPECTION OF CONSTRUCTION | AUG 1996 |
|  | 52.246-21 | WARRANTY OF CONSTRUCTION | MAR 1994 |
|  | 52.248-3 | VALUE ENGINEERING—CONSTRUCTION | OCT 2015 |
|  | 52.249-2 | TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED PRICE) ALTERNATE I (SEPT 1996) | APR 2012 |
|  | 52.249-10 | DEFAULT (FIXED-PRICE CONSTRUCTION) | APR 1984 |
|  | 52.253-1 | COMPUTER GENERATED FORMS | JAN 1991 |

## 4.16 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)

## 4.17 VAAR 852.215-71 EVALUATION FACTOR COMMITMENTS (DEC 2009)

The offeror agrees, if awarded a contract, to use the service-disabled veteran-owned small businesses or veteran-owned small businesses proposed as subcontractors in accordance with 852.215-70, Service-Disabled Veteran-Owned and Veteran-Owned Small Business Evaluation Factors, or to substitute one or more service-disabled veteran-owned small businesses or veteran-owned small businesses for subcontract work of the same or similar value.

(End of Clause)

## 4.18 VAAR 852.219-74 LIMITATIONS ON SUBCONTRACTING—MONITORING AND COMPLIANCE (JUL 2018)

(a) This solicitation includes FAR 52.219-4 Notice of Price Evaluation Preference for HubZone Small Business Concerns.

(b) Accordingly, any contract resulting from this solicitation is subject to the limitation on subcontracting requirements in 13 CFR 125.6, or the limitations on subcontracting requirements in the FAR clause, as applicable. The Contractor is advised that in performing contract administration functions, the Contracting Officer 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.

(c) 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 Contracting Officer in assessing the Contractor for compliance are protected to ensure information or data is not improperly disclosed or other impropriety occurs.

(d) 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 Contracting Officer to assess the Contractor's compliance with the limitations on subcontracting or percentage of work performance requirement.

(End of Clause)

## 4.19 VAAR 852.219-75 SUBCONTRACTING COMMITMENTS MONITORING AND COMPLIANCE (JUL 2018)

(a) This solicitation includes the clause: 852.215-70 Service-disabled veteran-owned and veteran-owned small business evaluation factors. Accordingly, any contract resulting from this solicitation will include the clause 852.215-71 Evaluation factor commitments.

(b) The Contractor is advised that in performing contract administration functions, the Contracting Officer 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.

(c) 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 Contracting Officer in assessing the Contractor for compliance are protected to ensure information or data is not improperly disclosed or other impropriety occurs.

(d) 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 Contracting Officer to assess the Contractor compliance with the subcontracting commitments.

(End of Clause)

## 4.20 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)

## 4.21 VAAR 852.232-72 ELECTRONIC SUBMISSION OF PAYMENT REQUESTS (NOV 2018)

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

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

(2) *Designated agency* office means the office designated by the purchase order, agreement, or contract to first receive and review invoices. This office can be contractually designated as the receiving entity. This office may be different from the office issuing the payment;

(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; and

(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 at the current website address provided in the contract.

(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).

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

(e) *Exceptions*. If, based on one of the circumstances in this paragraph (e), 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)

## 4.22 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)

## 4.23 VAAR 852.236-72 PERFORMANCE OF WORK BY THE CONTRACTOR (JUL 2002)

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 schedule of costs required by the Payments Under Fixed-Price Construction Contracts clause of the contract, a statement designating the branch or branches of contract work to be performed with his/her forces. The approved schedule of costs will be used in determining the value of a branch or branches, or portions thereof, of the work for the purpose of this article.

(c) If, during the progress of work hereunder, the contractor requests a change in the branch or branches of the work to be performed by his/her forces and the contracting officer determines it to be in the best interest of the Government, the contracting officer may, at his/her discretion, authorize a change in such branch or branches of said work. Nothing contained herein shall permit a reduction in the percentage of work to be performed by the contractor with his/her forces, it being expressly understood that this is a contract requirement without right or privilege of reduction.

(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)

## 4.24 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)

## 4.25 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)

## 4.26 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)

## 4.27 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)

## 4.28 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)

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

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

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

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

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

(End of Clause)

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

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

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

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

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

(End of Clause)

## 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)

## 4.31 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)

## 4.32 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)

## 4.33 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)

## 4.34 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)

## 4.35 VAAR 852.236-89 BUY AMERICAN ACT (JAN 2008) ALTERNATE II (JAN 2008)

(a) Reference is made to the clause entitled "Buy American Act--Construction Materials under Trade Agreements," FAR 52.225-11 and its Alternate I.

(b) The restrictions contained in this clause 852.236-89 are waived for World Trade Organization (WTO) Government Procurement Agreement (GPA) country, Australian, Chilean, or Moroccan, least developed country, or Caribbean Basin country construction material, as defined in FAR 52.225-11 and its Alternate I. Notwithstanding a bidder's right to offer identifiable foreign construction material in its bid pursuant to FAR 52.225-11, VA does not anticipate accepting an offer that includes foreign construction material, other than WTO GPA country, Australian, Chilean, or Moroccan, least developed country, or Caribbean Basin country 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)

## 4.36 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)

## 4.37 MANDATORY WRITTEN DISCLOSURES

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

## 4.38 IT CONTRACT SECURITY

VA INFORMATION AND INFORMATION SYSTEM SECURITY/PRIVACY

1. GENERAL

Contractors, contractor personnel, subcontractors, and subcontractor personnel shall be subject to the same Federal laws, regulations, standards, and VA Directives and Handbooks as VA and VA personnel regarding information and information system security.

2. ACCESS TO VA INFORMATION AND VA INFORMATION SYSTEMS

a. A contractor/subcontractor shall request logical (technical) or physical access to VA information and VA information systems for their employees, subcontractors, and affiliates only to the extent necessary to perform the services specified in the contract, agreement, or task order.

b. All contractors, subcontractors, and third-party servicers and associates working with VA information are subject to the same investigative requirements as those of VA appointees or employees who have access to the same types of information. The level and process of background security investigations for contractors must be in accordance with VA Directive and Handbook 0710, Personnel Suitability and Security Program. The Office for Operations, Security, and Preparedness is responsible for these policies and procedures.

c. Contract personnel who require access to national security programs must have a valid security clearance. National Industrial Security Program (NISP) was established by Executive Order 12829 to ensure that cleared U.S. defense industry contract personnel safeguard the classified information in their possession while performing work on contracts, programs, bids, or research and development efforts. The Department of Veterans Affairs does not have a Memorandum of Agreement with Defense Security Service (DSS). Verification of a Security Clearance must be processed through the Special Security Officer located in the Planning and National Security Service within the Office of Operations, Security, and Preparedness.

d. Custom software development and outsourced operations must be located in the U.S. to the maximum extent practical. If such services are proposed to be performed abroad and are not disallowed by other VA policy or mandates, the contractor/subcontractor must state where all non-U.S. services are provided and detail a security plan, deemed to be acceptable by VA, specifically to address mitigation of the resulting problems of communication, control, data protection, and so forth. Location within the U.S. may be an evaluation factor.

e. The contractor or subcontractor must notify the Contracting Officer immediately when an employee working on a VA system or with access to VA information is reassigned or leaves the contractor or subcontractor's employ. The Contracting Officer must also be notified immediately by the contractor or subcontractor prior to an unfriendly termination.

3. VA INFORMATION CUSTODIAL LANGUAGE

a. Information made available to the contractor or subcontractor by VA for the performance or administration of this contract or information developed by the contractor/subcontractor in performance or administration of the contract shall be used only for those purposes and shall not be used in any other way without the prior written agreement of the VA. This clause expressly limits the contractor/subcontractor's rights to use data as described in Rights in Data - General, FAR 52.227-14(d) (1).

b. VA information should not be co-mingled, if possible, with any other data on the contractors/subcontractor's information systems or media storage systems in order to ensure VA requirements related to data protection and media sanitization can be met. If co-mingling must be allowed to meet the requirements of the business need, the contractor must ensure that VA's information is returned to the VA or destroyed in accordance with VA's sanitization requirements. VA reserves the right to conduct on site inspections of contractor and subcontractor IT resources to ensure data security controls, separation of data and job duties, and destruction/media sanitization procedures are in compliance with VA directive requirements.

c. Prior to termination or completion of this contract, contractor/ subcontractor must not destroy information received from VA, or gathered/ created by the contractor in the course of performing this contract without prior written approval by the VA. Any data destruction done on behalf of VA by a contractor/subcontractor must be done in accordance with National Archives and Records Administration (NARA) requirements as outlined in VA Directive 6300, Records and Information Management and its Handbook 6300.1 Records Management Procedures, applicable VA Records Control Schedules, and VA Handbook 6500.1, Electronic Media Sanitization. Self-certification by the contractor that the data destruction requirements above have been met must be sent to the VA Contracting Officer within 30 days of termination of the contract.

d. The contractor/subcontractor must receive, gather, store, back up, maintain, use, disclose and dispose of VA information only in compliance with the terms of the contract and applicable Federal and VA information confidentiality and security laws, regulations and policies. If Federal or VA information confidentiality and security laws, regulations and policies become applicable to the VA information or information systems after execution of the contract, or if NIST issues or updates applicable FIPS or Special Publications (SP) after execution of this contract, the parties agree to negotiate in good faith to implement the information confidentiality and security laws, regulations and policies in this contract.

e. The contractor/subcontractor shall not make copies of VA information except as authorized and necessary to perform the terms of the agreement or to preserve electronic information stored on contractor/subcontractor electronic storage media for restoration in case any electronic equipment or data used by the contractor/subcontractor needs to be restored to an operating state. If copies are made for restoration purposes, after the restoration is complete, the copies must be appropriately destroyed.

f. If VA determines that the contractor has violated any of the information confidentiality, privacy, and security provisions of the contract, it shall be sufficient grounds for VA to withhold payment to the contractor or third party or terminate the contract for default or terminate for cause under Federal Acquisition Regulation (FAR) part 12.

g. If a VHA contract is terminated for cause, the associated BAA must also be terminated and appropriate actions taken in accordance with VHA Handbook 1600.01, Business Associate Agreements. Absent an agreement to use or disclose protected health information, there is no business associate relationship.

h. The contractor/subcontractor must store, transport, or transmit VA sensitive information in an encrypted form, using VA-approved encryption tools that are, at a minimum, FIPS 140-2 validated.

i. The contractor/subcontractor's firewall and Web services security controls, if applicable, shall meet or exceed VA's minimum requirements. VA Configuration Guidelines are available upon request.

j. Except for uses and disclosures of VA information authorized by this contract for performance of the contract, the contractor/subcontractor may use and disclose VA information only in two other situations: (i) in response to a qualifying order of a court of competent jurisdiction, or (ii) with VA's prior written approval. The contractor/subcontractor must refer all requests for, demands for production of, or inquiries about, VA information and information systems to the VA contracting officer for response.

k. Notwithstanding the provision above, the contractor/subcontractor shall not release VA records protected by Title 38 U.S.C. 5705, confidentiality of medical quality assurance records and/or Title 38 U.S.C. 7332, confidentiality of certain health records pertaining to drug addiction, sickle cell anemia, alcoholism or alcohol abuse, or infection with human immunodeficiency virus. If the contractor/subcontractor is in receipt of a court order or other requests for the above mentioned information, that contractor/subcontractor shall immediately refer such court orders or other requests to the VA contracting officer for response.

l. For service that involves the storage, generating, transmitting, or exchanging of VA sensitive information but does not require C&A or an MOU-ISA for system interconnection, the contractor/subcontractor must complete a Contractor Security Control Assessment (CSCA) on a yearly basis and provide it to the COR.

4. INFORMATION SYSTEM DESIGN AND DEVELOPMENT

a. Information systems that are designed or developed for or on behalf of VA at non-VA facilities shall comply with all VA directives developed in accordance with FISMA, HIPAA, NIST, and related VA security and privacy control requirements for Federal information systems. This includes standards for the protection of electronic PHI, outlined in 45 C.F.R. Part 164, Subpart C, information and system security categorization level designations in accordance with FIPS 199 and FIPS 200 with implementation of all baseline security controls commensurate with the FIPS 199 system security categorization (reference Appendix D of VA Handbook 6500, VA Information Security Program). During the development cycle a Privacy Impact Assessment (PIA) must be completed, provided to the COR, and approved by the VA Privacy Service in accordance with Directive 6507, VA Privacy Impact Assessment.

b. The contractor/subcontractor shall certify to the COR that applications are fully functional and operate correctly as intended on systems using the VA Federal Desktop Core Configuration (FDCC), and the common security configuration guidelines provided by NIST or the VA. This includes Internet Explorer 7 configured to operate on Windows XP and Vista (in Protected Mode on Vista) and future versions, as required.

c. The standard installation, operation, maintenance, updating, and patching of software shall not alter the configuration settings from the VA approved and FDCC configuration. Information technology staff must also use the Windows Installer Service for installation to the default "program files" directory and silently install and uninstall.

d. Applications designed for normal end users shall run in the standard user context without elevated system administration privileges.

e. The security controls must be designed, developed, approved by VA, and implemented in accordance with the provisions of VA security system development life cycle as outlined in NIST Special Publication 800-37, Guide for Applying the Risk Management Framework to Federal Information Systems, VA Handbook 6500, Information Security Program and VA Handbook 6500.5, Incorporating Security and Privacy in System Development Lifecycle.

f. The contractor/subcontractor is required to design, develop, or operate a System of Records Notice (SOR) on individuals to accomplish an agency function subject to the Privacy Act of 1974, (as amended), Public Law 93-579, December 31, 1974 (5 U.S.C. 552a) and applicable agency regulations. Violation of the Privacy Act may involve the imposition of criminal and civil penalties.

g. The contractor/subcontractor agrees to:

(1) Comply with the Privacy Act of 1974 (the Act) and the agency rules and regulations issued under the Act in the design, development, or operation of any system of records on individuals to accomplish an agency function when the contract specifically identifies:

(a) The Systems of Records (SOR); and

(b) The design, development, or operation work that the contractor/ subcontractor is to perform;

(1) Include the Privacy Act notification contained in this contract in every solicitation and resulting subcontract and in every subcontract awarded without a solicitation, when the work statement in the proposed subcontract requires the redesign, development, or operation of a SOR on individuals that is subject to the Privacy Act; and

(2) Include this Privacy Act clause, including this subparagraph (3), in all subcontracts awarded under this contract which requires the design, development, or operation of such a SOR.

h. In the event of violations of the Act, a civil action may be brought against the agency involved when the violation concerns the design, development, or operation of a SOR on individuals to accomplish an agency function, and criminal penalties may be imposed upon the officers or employees of the agency when the violation concerns the operation of a SOR on individuals to accomplish an agency function. For purposes of the Act, when the contract is for the operation of a SOR on individuals to accomplish an agency function, the contractor/subcontractor is considered to be an employee of the agency.

(1) "Operation of a System of Records" means performance of any of the activities associated with maintaining the SOR, including the collection, use, maintenance, and dissemination of records.

(2) "Record" means any item, collection, or grouping of information about an individual that is maintained by an agency, including, but not limited to, education, financial transactions, medical history, and criminal or employment history and contains the person's name, or identifying number, symbol, or any other identifying particular assigned to the individual, such as a fingerprint or voiceprint, or a photograph.

(3) "System of Records" means a group of any records under the control of any agency from which information is retrieved by the name of the individual or by some identifying number, symbol, or other identifying particular assigned to the individual.

i. The vendor shall ensure the security of all procured or developed systems and technologies, including their subcomponents (hereinafter referred to as "Systems"), throughout the life of this contract and any extension, warranty, or maintenance periods. This includes, but is not limited to workarounds, patches, hotfixes, upgrades, and any physical components (hereafter referred to as Security Fixes) which may be necessary to fix all security vulnerabilities published or known to the vendor anywhere in the Systems, including Operating Systems and firmware. The vendor shall ensure that Security Fixes shall not negatively impact the Systems.

j. The vendor shall notify VA within 24 hours of the discovery or disclosure of successful exploits of the vulnerability which can compromise the security of the Systems (including the confidentiality or integrity of its data and operations, or the availability of the system). Such issues shall be remediated as quickly as is practical, but in no event longer than days.

k. When the Security Fixes involve installing third party patches (such as Microsoft OS patches or Adobe Acrobat), the vendor will provide written notice to the VA that the patch has been validated as not affecting the Systems within 10 working days. When the vendor is responsible for operations or maintenance of the Systems, they shall apply the Security Fixes within days.

l. All other vulnerabilities shall be remediated as specified in this paragraph in a timely manner based on risk, but within 60 days of discovery or disclosure. Exceptions to this paragraph (e.g. for the convenience of VA) shall only be granted with approval of the contracting officer and the VA Assistant Secretary for Office of Information and Technology.

5. INFORMATION SYSTEM HOSTING, OPERATION, MAINTENANCE, OR USE

a. For information systems that are hosted, operated, maintained, or used on behalf of VA at non-VA facilities, contractors/subcontractors are fully responsible and accountable for ensuring compliance with all HIPAA, Privacy Act, FISMA, NIST, FIPS, and VA security and privacy directives and handbooks. This includes conducting compliant risk assessments, routine vulnerablity scanning, system patching and change management procedures, and the completion of an acceptable contingency plan for each system. The contractor's security control procedures must be equivalent, to those procedures used to secure VA systems. A Privacy Impact Assessment (PIA) must also be provided to the COR and approved by VA Privacy Service prior to operational approval. All external Internet connections to VA's network involving VA information must be reviewed and approved by VA prior to implementation.

b. Adequate security controls for collecting, processing, transmitting, and storing of Personally Identifiable Information (PII), as determined by the VA Privacy Service, must be in place, tested, and approved by VA prior to hosting, operation, maintenance, or use of the information system, or systems by or on behalf of VA. These security controls are to be assessed and stated within the PIA and if these controls are determined not to be in place, or inadequate, a Plan of Action and Milestones (POA&M) must be submitted and approved prior to the collection of PII.

c. Outsourcing (contractor facility, contractor equipment or contractor staff) of systems or network operations, telecommunications services, or other managed services requires certification and accreditation (authorization) (C&A) of the contractor's systems in accordance with VA Handbook 6500.3, Certification and Accreditation and/or the VA OCS Certification Program Office. Government- owned (government facility or government equipment) contractor-operated systems, third party or business partner networks require memorandums of understanding and interconnection agreements (MOU-ISA) which detail what data types are shared, who has access, and the appropriate level of security controls for all systems connected to VA networks.

d. The contractor/subcontractor's system must adhere to all FISMA, FIPS, and NIST standards related to the annual FISMA security controls assessment and review and update the PIA. Any deficiencies noted during this assessment must be provided to the VA contracting officer and the ISO for entry into VA's POA&M management process. The contractor/subcontractor must use VA's POA&M process to document planned remedial actions to address any deficiencies in information security policies, procedures, and practices, and the completion of those activities. Security deficiencies must be corrected within the timeframes approved by the government. Contractor/subcontractor procedures are subject to periodic, unannounced assessments by VA officials, including the VA Office of Inspector General. The physical security aspects associated with contractor/ subcontractor activities must also be subject to such assessments. If major changes to the system occur that may affect the privacy or security of the data or the system, the C&A of the system may need to be reviewed, retested and re- authorized per VA Handbook 6500.3. This may require reviewing and updating all of the documentation (PIA, System Security Plan, Contingency Plan). The Certification Program Office can provide guidance on whether a new C&A would be necessary.

e. The contractor/subcontractor must conduct an annual self assessment on all systems and outsourced services as required. Both hard copy and electronic copies of the assessment must be provided to the COR. The government reserves the right to conduct such an assessment using government personnel or another contractor/subcontractor. The contractor/subcontractor must take appropriate and timely action (this can be specified in the contract) to correct or mitigate any weaknesses discovered during such testing, generally at no additional cost.

f. VA prohibits the installation and use of personally-owned or contractor/ subcontractor-owned equipment or software on VA's network. If non-VA owned equipment must be used to fulfill the requirements of a contract, it must be stated in the service agreement, SOW or contract. All of the security controls required for government furnished equipment (GFE) must be utilized in approved other equipment (OE) and must be funded by the owner of the equipment. All remote systems must be equipped with, and use, a VA-approved antivirus (AV) software and a personal (host-based or enclave based) firewall that is configured with a VA-approved configuration. Software must be kept current, including all critical updates and patches. Owners of approved OE are responsible for providing and maintaining the anti-viral software and the firewall on the non-VA owned OE.

g. All electronic storage media used on non-VA leased or non-VA owned IT equipment that is used to store, process, or access VA information must be handled in adherence with VA Handbook 6500.1, Electronic Media Sanitization upon: (i) completion or termination of the contract or (ii) disposal or return of the IT equipment by the contractor/subcontractor or any person acting on behalf of the contractor/subcontractor, whichever is earlier. Media (hard drives, optical disks, CDs, back-up tapes, etc.) used by the contractors/ subcontractors that contain VA information must be returned to the VA for sanitization or destruction or the contractor/subcontractor must self-certify that the media has been disposed of per 6500.1 requirements. This must be completed within 30 days of termination of the contract.

h. Bio-Medical devices and other equipment or systems containing media (hard drives, optical disks, etc.) with VA sensitive information must not be returned to the vendor at the end of lease, for trade-in, or other purposes. The options are:

(1) Vendor must accept the system without the drive;

(2) VA's initial medical device purchase includes a spare drive which must be installed in place of the original drive at time of turn-in; or

(3) VA must reimburse the company for media at a reasonable open market replacement cost at time of purchase.

(4) Due to the highly specialized and sometimes proprietary hardware and software associated with medical equipment/systems, if it is not possible for the VA to retain the hard drive, then;

(a) The equipment vendor must have an existing BAA if the device being traded in has sensitive information stored on it and hard drive(s) from the system are being returned physically intact; and

(b) Any fixed hard drive on the device must be non-destructively sanitized to the greatest extent possible without negatively impacting system operation. Selective clearing down to patient data folder level is recommended using VA approved and validated overwriting technologies/methods/tools. Applicable media sanitization specifications need to be pre-approved and described in the purchase order or contract.

(c) A statement needs to be signed by the Director (System Owner) that states that the drive could not be removed and that (a) and (b) controls above are in place and completed. The ISO needs to maintain the documentation.

6. SECURITY INCIDENT INVESTIGATION

a. The term "security incident" means an event that has, or could have, resulted in unauthorized access to, loss or damage to VA assets, or sensitive information, or an action that breaches VA security procedures. The contractor/ subcontractor shall immediately notify the COR and simultaneously, the designated ISO and Privacy Officer for the contract of any known or suspected security/privacy incidents, or any unauthorized disclosure of sensitive information, including that contained in system(s) to which the contractor/ subcontractor has access.

b. To the extent known by the contractor/subcontractor, the contractor/ subcontractor's notice to VA shall identify the information involved, the circumstances surrounding the incident (including to whom, how, when, and where the VA information or assets were placed at risk or compromised), and any other information that the contractor/subcontractor considers relevant.

c. With respect to unsecured protected health information, the business associate is deemed to have discovered a data breach when the business associate knew or should have known of a breach of such information. Upon discovery, the business associate must notify the covered entity of the breach. Notifications need to be made in accordance with the executed business associate agreement.

d. In instances of theft or break-in or other criminal activity, the contractor/subcontractor must concurrently report the incident to the appropriate law enforcement entity (or entities) of jurisdiction, including the VA OIG and Security and Law Enforcement. The contractor, its employees, and its subcontractors and their employees shall cooperate with VA and any law enforcement authority responsible for the investigation and prosecution of any possible criminal law violation(s) associated with any incident. The contractor/subcontractor shall cooperate with VA in any civil litigation to recover VA information, obtain monetary or other compensation from a third party for damages arising from any incident, or obtain injunctive relief against any third party arising from, or related to, the incident.

7. LIQUIDATED DAMAGES FOR DATA BREACH

a. Consistent with the requirements of 38 U.S.C. 5725, a contract may require access to sensitive personal information. If so, the contractor is liable to VA for liquidated damages in the event of a data breach or privacy incident involving any SPI the contractor/subcontractor processes or maintains under this contract.

b. The contractor/subcontractor shall provide notice to VA of a "security incident" as set forth in the Security Incident Investigation section above. Upon such notification, VA must secure from a non-Department entity or the VA Office of Inspector General an independent risk analysis of the data breach to determine the level of risk associated with the data breach for the potential misuse of any sensitive personal information involved in the data breach. The term 'data breach' means the loss, theft, or other unauthorized access, or any access other than that incidental to the scope of employment, to data containing sensitive personal information, in electronic or printed form, that results in the potential compromise of the confidentiality or integrity of the data. Contractor shall fully cooperate with the entity performing the risk analysis. Failure to cooperate may be deemed a material breach and grounds for contract termination.

c. Each risk analysis shall address all relevant information concerning the data breach, including the following:

(1) Nature of the event (loss, theft, unauthorized access);

(2) Description of the event, including:

(a) date of occurrence;

(b) data elements involved, including any PII, such as full name, social security number, date of birth, home address, account number, disability code;

(3) Number of individuals affected or potentially affected;

(4) Names of individuals or groups affected or potentially affected;

(5) Ease of logical data access to the lost, stolen or improperly accessed data in light of the degree of protection for the data, e.g., unencrypted, plain text;

(6) Amount of time the data has been out of VA control;

(7) The likelihood that the sensitive personal information will or has been compromised (made accessible to and usable by unauthorized persons);

(8) Known misuses of data containing sensitive personal information, if any;

(9) Assessment of the potential harm to the affected individuals;

(10) Data breach analysis as outlined in 6500.2 Handbook, Management of Security and Privacy Incidents, as appropriate; and

(11) Whether credit protection services may assist record subjects in avoiding or mitigating the results of identity theft based on the sensitive personal information that may have been compromised.

d. Based on the determinations of the independent risk analysis, the contractor shall be responsible for paying to the VA liquidated damages in the amount of per affected individual to cover the cost of providing credit protection services to affected individuals consisting of the following:

(1) Notification;

(2) One year of credit monitoring services consisting of automatic daily monitoring of at least 3 relevant credit bureau reports;

(3) Data breach analysis;

(4) Fraud resolution services, including writing dispute letters, initiating fraud alerts and credit freezes, to assist affected individuals to bring matters to resolution;

(5) One year of identity theft insurance with $20,000.00 coverage at $0 deductible; and

(6) Necessary legal expenses the subjects may incur to repair falsified or damaged credit records, histories, or financial affairs.

8. SECURITY CONTROLS COMPLIANCE TESTING

On a periodic basis, VA, including the Office of Inspector General, reserves the right to evaluate any or all of the security controls and privacy practices implemented by the contractor under the clauses contained within the contract. With 10 working-day's notice, at the request of the government, the contractor must fully cooperate and assist in a government-sponsored security controls assessment at each location wherein VA information is processed or stored, or information systems are developed, operated, maintained, or used on behalf of VA, including those initiated by the Office of Inspector General. The government may conduct a security control assessment on shorter notice (to include unannounced assessments) as determined by VA in the event of a security incident or at any other time.

9. TRAINING

a. All contractor employees and subcontractor employees requiring access to VA information and VA information systems shall complete the following before being granted access to VA information and its systems:

(1) Sign and acknowledge (either manually or electronically) understanding of and responsibilities for compliance with the Contractor Rules of Behavior, Appendix E relating to access to VA information and information systems;

(2) Successfully complete the VA Cyber Security Awareness and Rules of Behavior training and annually complete required security training;

(3) Successfully complete the appropriate VA privacy training and annually complete required privacy training; and

(4) Successfully complete any additional cyber security or privacy training, as required for VA personnel with equivalent information system access [to be defined by the VA program official and provided to the contracting officer for inclusion in the solicitation document - e.g., any role-based information security training required in accordance with NIST Special Publication 800-16, Information Technology Security Training Requirements.]

b. The contractor shall provide to the contracting officer and/or the COR a copy of the training certificates and certification of signing the Contractor Rules of Behavior for each applicable employee within 1 week of the initiation of the contract and annually thereafter, as required.

c. Failure to complete the mandatory annual training and sign the Rules of Behavior annually, within the timeframe required, is grounds for suspension or termination of all physical or electronic access privileges and removal from work on the contract until such time as the training and documents are complete.

(End of Clause)

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| --- | --- | --- |
| **FAR Number** | **Title** | **Date** |
| 852.232-70 | PAYMENTS UNDER FIXED-PRICE CONSTRUCTION CONTRACTS (WITHOUT NAS– CPM) (NOV 2018) | NOV 2018 |

General Decision Number: NH180041 05/18/2018 NH41

Superseded General Decision Number: NH20170041

State: New Hampshire

Construction Type: Building

County: Hillsborough County in New Hampshire.

BUILDING CONSTRUCTION PROJECTS (does not include single family

homes or apartments up to and including 4 stories).

Note: Under Executive Order (EO) 13658, an hourly minimum wage

of $10.35 for calendar year 2018 applies to all contracts

subject to the Davis-Bacon Act for which the contract is

awarded (and any solicitation was issued) on or after January

1, 2015. If this contract is covered by the EO, the contractor

must pay all workers in any classification listed on this wage

determination at least $10.35 per hour (or the applicable wage

rate listed on this wage determination, if it is higher) for

all hours spent performing on the contract in calendar year

2018. The EO minimum wage rate will be adjusted annually.

Please note that this EO applies to the above-mentioned types

of contracts entered into by the federal government that are

subject to the Davis-Bacon Act itself, but it does not apply to

contracts subject only to the Davis-Bacon Related Acts,

including those set forth at 29 CFR 5.1(a)(2)-(60). Additional

information on contractor requirements and worker protections

under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number Publication Date

0 01/05/2018

1 01/26/2018

2 04/06/2018

3 05/04/2018

4 05/18/2018

ASBE0006-014 09/01/2017

Rates Fringes

ASBESTOS WORKER/HEAT & FROST

INSULATOR........................$ 36.87 27.35

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BOIL0029-003 01/01/2017

Rates Fringes

BOILERMAKER......................$ 42.42 24.92

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\* BRNH0003-001 05/01/2018

Rates Fringes

BRICKLAYER.......................$ 30.36 25.20

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ELEC0490-006 01/01/2018

Rates Fringes

ELECTRICIAN (Includes Low

Voltage Wiring and Alarm

Installation)....................$ 28.20 19.75

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ELEV0004-007 01/01/2018

Rates Fringes

ELEVATOR MECHANIC................$ 57.62 32.65

a. PAID HOLIDAYS: New Year's Day, Memorial Day, Independence

Day, Labor Day, Veterans' Day, Thanksgiving Day, Christmas

Day and the Friday after Thanksgiving.

b. VACATION: Employer contributes 8% of basic hourly rate for

5 years or more of service; 6% of basic hourly rate for 6

months to 5 years of service as vacation pay credit.

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SUNH2015-007 06/16/2017

Rates Fringes

CARPENTER, Includes

Acoustical Ceiling

Installation, Drywall

Hanging, Form Work, and Metal

Stud Installation................$ 24.43 6.49

CEMENT MASON/CONCRETE FINISHER...$ 27.70 2.61

DRYWALL FINISHER/TAPER...........$ 28.67 11.69

GLAZIER..........................$ 27.74 3.74

IRONWORKER, REINFORCING..........$ 22.60 19.89

IRONWORKER, STRUCTURAL...........$ 24.05 12.75

LABORER: Common or General......$ 17.46 9.86

LABORER: Mason Tender - Brick...$ 17.01 4.43

OPERATOR:

Backhoe/Excavator/Trackhoe.......$ 24.08 4.75

OPERATOR: Crane.................$ 27.42 3.83

OPERATOR: Loader................$ 22.54 2.29

OPERATOR: Roller................$ 23.56 3.28

PAINTER (Brush and Roller).......$ 20.00 3.28

PAINTER: Spray..................$ 22.99 3.28

PIPEFITTER, Includes HVAC

Pipe Installation................$ 25.17 11.87

PLUMBER..........................$ 23.97 9.68

ROOFER...........................$ 17.55 3.25

SHEET METAL WORKER, Includes

HVAC Duct Installation...........$ 33.83 10.09

SPRINKLER FITTER (Fire

Sprinklers)......................$ 31.29 9.78

WATERPROOFER.....................$ 31.22 3.70

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WELDERS - Receive rate prescribed for craft performing

operation to which welding is incidental.

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave

for Federal Contractors applies to all contracts subject to the

Davis-Bacon Act for which the contract is awarded (and any

solicitation was issued) on or after January 1, 2017. If this

contract is covered by the EO, the contractor must provide

employees with 1 hour of paid sick leave for every 30 hours

they work, up to 56 hours of paid sick leave each year.

Employees must be permitted to use paid sick leave for their

own illness, injury or other health-related needs, including

preventive care; to assist a family member (or person who is

like family to the employee) who is ill, injured, or has other

health-related needs, including preventive care; or for reasons

resulting from, or to assist a family member (or person who is

like family to the employee) who is a victim of, domestic

violence, sexual assault, or stalking. Additional information

on contractor requirements and worker protections under the EO

is available at www.dol.gov/whd/govcontracts.

Unlisted classifications needed for work not included within

the scope of the classifications listed may be added after

award only as provided in the labor standards contract clauses

(29CFR 5.5 (a) (1) (ii)).

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The body of each wage determination lists the classification

and wage rates that have been found to be prevailing for the

cited type(s) of construction in the area covered by the wage

determination. The classifications are listed in alphabetical

order of "identifiers" that indicate whether the particular

rate is a union rate (current union negotiated rate for local),

a survey rate (weighted average rate) or a union average rate

(weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed

in dotted lines beginning with characters other than "SU" or

"UAVG" denotes that the union classification and rate were

prevailing for that classification in the survey. Example:

PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of

the union which prevailed in the survey for this

classification, which in this example would be Plumbers. 0198

indicates the local union number or district council number

where applicable, i.e., Plumbers Local 0198. The next number,

005 in the example, is an internal number used in processing

the wage determination. 07/01/2014 is the effective date of the

most current negotiated rate, which in this example is July 1,

2014.

Union prevailing wage rates are updated to reflect all rate

changes in the collective bargaining agreement (CBA) governing

this classification and rate.

Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that

no one rate prevailed for this classification in the survey and

the published rate is derived by computing a weighted average

rate based on all the rates reported in the survey for that

classification. As this weighted average rate includes all

rates reported in the survey, it may include both union and

non-union rates. Example: SULA2012-007 5/13/2014. SU indicates

the rates are survey rates based on a weighted average

calculation of rates and are not majority rates. LA indicates

the State of Louisiana. 2012 is the year of survey on which

these classifications and rates are based. The next number, 007

in the example, is an internal number used in producing the

wage determination. 5/13/2014 indicates the survey completion

date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a

new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate

that no single majority rate prevailed for those

classifications; however, 100% of the data reported for the

classifications was union data. EXAMPLE: UAVG-OH-0010

08/29/2014. UAVG indicates that the rate is a weighted union

average rate. OH indicates the state. The next number, 0010 in

the example, is an internal number used in producing the wage

determination. 08/29/2014 indicates the survey completion date

for the classifications and rates under that identifier.

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

each year, to reflect a weighted average of the current

negotiated/CBA rate of the union locals from which the rate is

based.

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WAGE DETERMINATION APPEALS PROCESS

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

be:

\* an existing published wage determination

\* a survey underlying a wage determination

\* a Wage and Hour Division letter setting forth a position on

a wage determination matter

\* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests

for summaries of surveys, should be with the Wage and Hour

Regional Office for the area in which the survey was conducted

because those Regional Offices have responsibility for the

Davis-Bacon survey program. If the response from this initial

contact is not satisfactory, then the process described in 2.)

and 3.) should be followed.

With regard to any other matter not yet ripe for the formal

process described here, initial contact should be with the

Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations

Wage and Hour Division

U.S. Department of Labor

200 Constitution Avenue, N.W.

Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an

interested party (those affected by the action) can request

review and reconsideration from the Wage and Hour Administrator

(See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator

U.S. Department of Labor

200 Constitution Avenue, N.W.

Washington, DC 20210

The request should be accompanied by a full statement of the

interested party's position and by any information (wage

payment data, project description, area practice material,

etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an

interested party may appeal directly to the Administrative

Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board

U.S. Department of Labor

200 Constitution Avenue, N.W.

Washington, DC 20210

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

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END OF GENERAL DECISION