

SOLICITATION, OFFER, AND AWARD (Construction, Alteration, or Repair)	1. SOLICITATION NUMBER	2. TYPE OF SOLICITATION	3. DATE ISSUED	PAGE OF PAGES
	VA101-18-R-0562	<input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)	03-08-2019	1 of 106

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

4. CONTRACT NUMBER	5. REQUISITION/PURCHASE REQUEST NUMBER	6. PROJECT NUMBER
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7. ISSUED BY Department of Veterans Affairs Office of Construction and Facilities Management (00CFM3B) 400 Mare Island Way, Suite 100 Vallejo CA 94590	CODE 003C4	8. ADDRESS OFFER TO See Block 7
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9. FOR INFORMATION CALL:	a. NAME Noella Bond email noella.bond@va.gov	b. TELEPHONE NUMBER (Include area code) (NO COLLECT CALLS) 707 562-8474
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SOLICITATION

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

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

Project 691-406
 Project Title: Dietetics Building 300 Seismic Replacement
 Project Location: Greater Los Angeles Healthcare System, VA Medical Center, West Los Angeles, CA
 1130 Wilshire Blvd., Los Angeles, CA 90073

This is a TWO-PHASE DESIGN-BUILD ACQUISITION issued in accordance with FAR Subpart 36.3. All qualified offerors are highly encouraged to submit for Phase I. After Phase I evaluation completion, selected firms will be notified with instructions for Phase II submission.

GENERAL DESCRIPTION: The Design Build Contractor shall provide all labor, materials, tools, equipment and design-build services necessary as required by the Statement of Work and other documents for this project.

This is a Design Build Project. The project magnitude is between \$20,000,000 and \$50,000,000
 The NAICS Codes is 236220 and Small Business Standard is 36.5 Million.

This Design-Build project is being solicited as Unrestricted.

Construction wage Requirements Wages apply.

A Pre-Proposal Conference and Site Visit has been scheduled at the VAMC address above. See solicitation Provision # 2.8

Please submit all questions regarding the solicitation and supporting documentation in writing using the RFI instructions provided in the solicitation via email to noella.bond@va.gov.
 Phase 1 RFI's will be accepted until 03/22/2019, 2:00 PM Pacific Time (PST)
 Phase 1 Proposals are due 04/04/2019, 2:00 PM PST to the address in Block 7 of this form.

11. The Contractor shall begin performance within 30 calendar days and complete it within 730 calendar days after receiving award, notice to proceed. This performance period is mandatory negotiable. (See 52.211-10).

12a. THE CONTRACTOR MUST FURNISH ANY REQUIRED PERFORMANCE AND PAYMENT BONDS? (If "YES," indicate within how many calendar days after award in Item 12B.) <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	12b. CALENDAR DAYS 21
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13. ADDITIONAL SOLICITATION REQUIREMENTS:
- a. Sealed offers in original and 5 copies to perform the work required are due at the place specified in Item 8 by 2:00 PM PST (hour) local time 04/04/2019 (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 120 calendar days for Government acceptance after the date offers are due will not be considered and will be rejected.

Table of Contents

PART I - THE SCHEDULE 1

SECTION A - SOLICITATION/CONTRACT FORM 1

 A.1 SF 1442 SOLICITATION, OFFER, AND AWARD (Construction, Alteration, or Repair) .. 1

 A.2 SF 1442 SOLICITATION, OFFER, AND AWARD (CONSTRUCTION, ALTERATION, OR REPAIR)– BACK 2

INFORMATION REGARDING BIDDING MATERIAL, BID GUARANTEE AND BONDS 5

INFORMATION REGARDING BID GUARANTEE AND BONDS..... 6

Vallejo, CA. 94590 36

INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS 36

 2.1 52.216-1 TYPE OF CONTRACT (APR 1984) 36

 2.3 52.222-5 CONSTRUCTION WAGE RATE REQUIREMENTS—SECONDARY SITE OF THE WORK (MAY 2014) 36

 2.4 52.222-23 NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY FOR CONSTRUCTION (FEB 1999) 36

 2.5 52.225-12 NOTICE OF BUY AMERICAN REQUIREMENT—CONSTRUCTION MATERIALS UNDER TRADE AGREEMENTS (MAY 2014)..... 37

 2.6 52.228-1 BID GUARANTEE (SEP 1996) 38

 2.7 52.233-2 SERVICE OF PROTEST (SEP 2006)..... 39

 2.8 52.236-27 SITE VISIT (CONSTRUCTION) (FEB 1995) ALTERNATE I (FEB 1995) 40

 2.9 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998) 40

 2.10 1 VAAR 852.252-70 SOLICITATION PROVISIONS OR CLAUSES INCORPORATED BY REFERENCE (JAN 2008)..... 40

 2.11 VAAR 852.211-72 TECHNICAL INDUSTRY STANDARDS (JAN 2008) 41

 2.12 VAAR 852.270-1 REPRESENTATIVES OF CONTRACTING OFFICERS (JAN 2008).. 41

 2.13 PARTNERING 42

REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS..... 42

 3.1 52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (JAN 2018) 42

 3.2 52.209-7 INFORMATION REGARDING RESPONSIBILITY MATTERS (JUL 2013)..... 46

 3.3 52.209-13 VIOLATION OF ARMS CONTROLS TREATIES OR AGREEMENTS—CERTIFICATION (JUN 2018) 47

 3.4 52.222-22 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (FEB 1999)..... 49

 4.1 52.203-14 DISPLAY OF HOTLINE POSTER(S) (OCT 2015)..... 49

 4.2 52.204-19 INCORPORATION BY REFERENCE OF REPRESENTATIONS AND CERTIFICATIONS (DEC 2014) 50

 4.3 52.209-9 UPDATES OF PUBLICLY AVAILABLE INFORMATION REGARDING RESPONSIBILITY MATTERS (JUL 2013) 50

 4.4 52.211-10 COMMENCEMENT, PROSECUTION, AND COMPLETION OF WORK (APR 1984) ALTERNATE I (APR 1984) 51

 4.5 52.211-12 LIQUIDATED DAMAGES—CONSTRUCTION (SEPT 2000) 51

 4.6 52.222-35 EQUAL OPPORTUNITY FOR VETERANS (OCT 2015) 51

4.7 52.222-40 NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT (DEC 2010)	52
4.8 SUPPLEMENTAL INSURANCE REQUIREMENTS	53
4.9 52.236-4 PHYSICAL DATA (APR 1984).....	54
4.10 52.244-2 SUBCONTRACTS (OCT 2010).....	54
4.11 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998).....	57
4.12 VAAR 852.203-70 COMMERCIAL ADVERTISING (JAN 2008).....	60
(End of Clause).....	60
4.13 VAAR 852.228-70 BOND PREMIUM ADJUSTMENT (JAN 2008)	60
4.14 VAAR 852.232-72 ELECTRONIC SUBMISSION OF PAYMENT REQUESTS (NOV 2018)	60
4.15 VAAR 852.236-71 SPECIFICATIONS AND DRAWINGS FOR CONSTRUCTION (JUL 2002)	61
4.16 VAAR 852.236-72 PERFORMANCE OF WORK BY THE CONTRACTOR (JUL 2002) ALTERNATE I	61
4.17 VAAR 852.236-74 INSPECTION OF CONSTRUCTION (JUL 2002).....	62
4.18 VAAR 852.236-76 CORRESPONDENCE (APR 1984)	62
4.19 VAAR 852.236-77 REFERENCE TO "STANDARDS" (JUL 2002).....	62
4.20 VAAR 852.236-78 GOVERNMENT SUPERVISION (APR 1984)	63
4.21 VAAR 852.236-79 DAILY REPORT OF WORKERS AND MATERIAL (APR 1984).....	63
4.232VAAR 852.236-80 SUBCONTRACTS AND WORK COORDINATION (APR 1984) ALTERNATE I (JUL 2002).....	63
4.23 VAAR 852.236-85 SUPPLEMENTARY LABOR STANDARDS PROVISIONS (APR 1984)	64
4.24 VAAR 852.236-86 WORKER'S COMPENSATION (JAN 2008).....	65
4.25 VAAR 852.236-87 ACCIDENT PREVENTION (SEP 1993)	65
4.26 VAAR 852.236-88 CONTRACT CHANGES--SUPPLEMENT (JUL 2002).....	65
4.27 VAAR 852.236-89 BUY AMERICAN ACT (JAN 2008) ALTERNATE I (JAN 2008)	67
4	68
4.28 MANDATORY WRITTEN DISCLOSURES.....	68
4.29 IT CONTRACT SECURITY.....	68
DESIGN BUILD SPECIFICATIONS	103
4.34 GENDER.....	103
4.35 CONTRACTOR'S COST BREAKDOWN.....	103
4.36 SCHEDULE OF PAYMENTS FOR DESIGN SERVICES.....	104
4.37 OWNERSHIP OF ORIGINAL DOCUMENTS	104
4.438 RETENTION OF REVIEW DOCUMENTS.....	104
4.39 CONTRACT DRAWINGS AND SPECIFICATIONS GOVERNMENT FURNISHED PLANNING INFORMATION.....	104
4.480 COORDINATION WITH MEDICAL CENTER	105
4.41 RESPONSIBILITY OF THE DESIGN-BUILD CONTRACTOR.....	105
ATTACHMENTS.....	106
ATTACHMENT 1 - RELEASE OF CLAIMS.....	106

INFORMATION REGARDING BIDDING MATERIAL, BID GUARANTEE AND BONDS

NOTICE TO PROPOSERS

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

REQUEST FOR PROPOSAL NO.: VA101-18-R-0562

PHASE I PROPOSAL DUE DATE: April 4, 2019
2:00PM Pacific Time

PROJECT TITLE: Dietetics Building 300 Seismic Replacement

Project Number: 691-406

**Greater Los Angeles Healthcare System
VA Medical Center, West Los Angeles, CA**

ALL REQUEST FOR INFORMATION/INQUIRIES (RFI's) CONCERNING THIS RFP MUST BE SUBMITTED IN WRITING VIA EMAIL TO THE BELOW ADDRESS AS INDICATED BELOW, AND **MUST BE RECEIVED NO LATER THAN FEBRUARY 26, 2019 AT 2:00PM PST,** IN ORDER TO PERMIT ADEQUATE TIME FOR THE GOVERNMENT TO RESPOND TO RFI's.

YOU MAY SEND YOUR RFI's TO, ON SUBJECT LINE: RFP No. PROJECT TITLE AND COMPANY NAME, VIA E-MAIL TO: noella.bond@va.gov . It is recommended to use a read receipt for verification of RFI's delivery confirmation.

YOUR PROPOSAL AND/OR OTHER CORRESPONDENCE REQUESTING INTERPRETATION AND/OR CLARIFICATION SHOULD BE ADDRESSED TO:

**Office of Construction and Facilities Management - West Region
ATTN: NOELLA BOND
400 Mare Island Way, Suite 100
Vallejo, CA. 94590**

INFORMATION REGARDING BID GUARANTEE AND BONDS

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

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

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

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

DESCRIPTION OF WORK: SEE BLOCK 10 OF SF 1442.

Cost Range: \$20,000,000.00 to \$50,000,000.00.

SECTION 00 11 21.5
REQUEST FOR PROPOSAL TO DESIGN BUILD
DUETETUCS BUILDING 300 SEIMIC REPLACEMENT
PROJECT No. 691-406
WEST LOS ANGELES, CA

A. PART I - GENERAL

A1. Scope

A. This Request for Proposal (RFP) is issued as Two-Phase Design-Build procurement (Reference FAR 36.3). Proposals will be evaluated in Phase I to determine which offerors will submit proposals for Phase II. A maximum number of five (5) offerors will proceed to Phase II unless the contracting officer determines that a number greater than five (5) is in the government's interest and is consistent with the purposes and objectives of this two-phase design build project. Phase II RFP will be issued only to those successful offerors determined to be most highly qualified from Phase I. One firm fixed price contract will be awarded using competitive negotiation procedures.

B. This is a Design-Build project for Dietetics Building 300 Seismic Replacement at the VA Medical Center, West Los Angeles, CA. The Design-Build Team (DBT) shall provide all labor, materials, tools, equipment, and design-build services necessary for design and construction of a project described herein as well as other specific tasks as further defined by this Request for Proposal (RFP).

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

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

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

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

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

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

The project will be accomplished utilizing the VA Program Guide (PG-18-15), A/E Submission Instructions as well as the design guide. An estimate of construction cost based on level of design detail will be required at each design phase. The selected firm shall design and construct within the government's estimated cost for construction.

DELIVERABLES

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

The design documents for each submission may include, but not limited to: assessment reports, drawings, technical specifications, design narrative/analysis, submittal list, cost opinion, material specifications, and finishes samples among others. A presentation meeting to review and resolve design issues will be held for each design review package submitted. The meeting will also include discussion of VA comments on functional relationships and technical peer review comments (by others). The meeting will be coordinated by the DBT, upon mutual consent between the contracting officer, VA project manager and DBT. The DBT shall prepare written minutes of all meetings with the Government concerning contractual and design matters. Copies of the minutes shall be furnished to the Contracting Officer and VA project manager within two calendar days of meeting. The DBT shall prepare written records of phone conversations addressing major design issues, and furnish a copy to the Contracting Officer and VA project manager within five calendar days. The DBT shall keep the Project Manager and Contracting Officer informed at all times of the status and progress of the design phase. The DBT shall include a textbox indicating date of submission, file name, and revision on all reports, studies, drawings and all other submission material. Refer to PG-18-15 for additional submittal requirements.

Design Development (75%)

The Design Development (DD) represents the submission of the seventy five percent (75%) of the design progress. The submittal of the DD shall be in accordance with the applicable requirements of the design development submission of VA PG 18-15. Submission requirements are detailed at the following internet address: <http://www.cfm.va.gov/TIL/>. Other requirements are detailed hereon. The DD shall provide a well-organized design narrative, drawings, VA Master Construction Specifications (PG-18-1), and Cost Estimate in accordance with Manual for Preparing Cost Estimates and Related Documents for VA Facilities: <http://www.cfm.va.gov/cost/>.

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

Construction Documents (100%)

The Construction Documents (CD) represent the submission of the hundred percent (100%) of the Design progress. The submittal of the CD shall be in accordance with the applicable requirements of the construction documents submission of VA PG 18-15 and the review comments of the approved DD submission. Submission requirements are detailed at the following internet address: <http://www.cfm.va.gov/TIL/>. Other requirements are detailed hereon.

The A/E shall submit the 100% design documents in accordance with this contract. Design narrative/analysis, construction drawings, renderings, technical specifications, construction phasing, submittal list, catalog cuts, equipment description, schedule of work and all related construction documents shall be completed, coordinated and ready for the final review and approval.

Within **20** calendar days after design development review comments, submit two hardcopies appropriately labeled "Construction Documents" (CD) and electronic copy (CD- ROM) of the CD package for review and approval. Coordinate with the Contracting Officer and provide a verbal presentation. VA will return the construction documents review comments **15** calendar days after the presentation.

A2. Definitions

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

1. Major Building Construction: The construction of a multi-function building, typically requiring interaction with other buildings, with a construction cost of over \$20 million dollars.

2. Contracting Officer: means a person with the authority to enter into, administer, and/or terminate contracts and make related determinations and findings.

3. Project Manager: The Contracting Officer's Representative (COR) responsible for administering design contracts authorized by the contracting officer.
4. Resident Engineer: The Contracting Officer's authorized representative at the construction site. When more than one Resident Engineer is assigned to a construction project one is designated as being in-charge and is called the "Senior Resident Engineer"(SRE). The SRE is responsible for protecting the VA's interest in the execution of the construction contract work. His duties include surveillance of all construction work to assure compliance with the contract documents, interpretation of the contract documents, approval of changed work, approval of all submittals, samples, shop drawings, etc. The SRE may issue change orders and modifications to the Contractor within the limitations set forth in his delegation of authority from the Contracting Officer.
5. Design Build Contract: This term, as used herein, refers to the Contract(s) to perform the design and construction of the project.
6. Contractor: This term, as used herein, refers to the contractor under this contract or the DBT team.
6. AE: This term, as used herein, refers to the Architect-Engineer firm(s) that is a part of the DB team, also referred to as DB- A/E.
7. Architect-Engineer: The firm(s) directly hired by the VA for the preparation of the RFP documents and to provide other technical assistance to the VA.

B. Source Selection Procedures

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

documentation shall include the rationale for any business judgments and tradeoffs made or relied on by the SSA, including benefits associated with additional costs. Although the rationale for the selection decision must be documented, that documentation need not quantify the tradeoffs that led to the decision.

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

Phase I:

A. Design-Build Experience

1. Corporate Project Experience (Factor)
2. Technical/Management Approach (Factor)
 - a. Design Build Project Delivery Philosophy (sub-factor)
 - b. Company Project Organizational and Name Chart (sub-factor)
 - c. Company Quality Control Plan (sub-factor)
3. Past Experience working as a Design-Build team (Factor)

B. Past Performance

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

b. Through an amendment to the Phase I solicitation, Phase I successful offers will be notified to submit the requirements for Phase II Technical and Price Proposals. The Phase I factors are **not** to be resubmitted in Phase II. The Phase I and Phase II technical evaluation factors, when combined, are approximately equal to price. Phase II evaluation technical factors (Factors 1– 3) are listed below in descending order of importance:

Phase II:

1. Technical Solution (Factor)
 2. Construction Management (Factor)
 - a. Ability to Staff Project (sub-factor)
 - b. Management Approach (sub-Factor)
 - c. Capability to Perform (sub-factor)
 3. Schedule
 4. Price
- c.

c. The Government reserves the right to reject any or all proposals at any time prior to award; to negotiate with any or all offerors; to award the contract to other than the offeror submitting the lowest total price; and to award to the offeror submitting the highest technically rated or the lowest total price proposal; and to award to the offeror submitting the proposal determined to be the most advantageous best value to the Government. Offerors are advised an award may be made in Phase II without discussion or any contact concerning the proposals received. Offerors should not assume that they would be contacted or afforded an opportunity to qualify, discuss, or revise their proposals. However, the Government reserves the right to clarify

certain aspects of proposals or conduct discussions providing an opportunity for the offeror to revise its proposal.

C. Tentative Schedule:

Request for proposal issued, Phase 1	003/08/2019
Request for Information (RFIs)	03/22/2019
Phase I Proposals submitted	04/04/2019
Determine Highly Qualified for Phase II (maximum of 5)	04/11/2019
Issue Phase II RFP & documents to competitive range offerors	04/16/2019
Phase II Proposals Submitted	04/29/2019
Contract award	05/13/2019
Notice to proceed	05/29/2019
Construction completion/final inspection/ custody receipt	03/29/2021

D. Schedule Objectives - The anticipated completion of this project is 730 days after “Notice to Proceed” (NTP). The proposed schedule may be shorter than this, see Phase II, Factor 3.

A3. Cost Range

The anticipated cost range for this project is between \$20,000,000 and \$50,000,000.

A4. Pre-Proposal Conference (PHASE II ONLY)

The Phase II pre-proposal conference will occur during Phase II submission, at West Los Angeles VA Medical Center, Los Angeles, CA. All Offerors, consultants, subcontractors, manufacturers and suppliers are encouraged to attend; time and date to be announced.

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

A5. Selection Criteria

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

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

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

C. Phase II Non-Technical Factor 4, Price

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

B. PART II - RESPONSIBILITIES

B1. VA Team

- A. The RFP development A/E team shall not be included as members of the offeror's DB team. The VA will retain their RFP A/E team for the remainder of the project's development for design and construction period review, and monitoring purposes.
- B. The VA team is also comprised of VA Office of Construction & Facilities Management (CFM), Western Region located in Vallejo, CA, Resident Engineers (RE) who will be located at the construction site and VA medical center staff. The coordinator/manager of the VA team on site will be the RE, who will have Contracting Officer authority.

B2. Design-Build Team:

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

C. PART III - PROPOSAL REQUIREMENTS

C1. General

A. Phase I proposals shall be based on solicitation documents issued for RFP Solicitation Number VA101-18-R-0562. Proposals will be in the format stipulated in Section C3.

1. Phase I proposals shall be received BY 2:00 PM Pacific Time, April 4, 2019. Proposals that are received after this time shall be *late* and shall not be considered. There will be no public opening of the proposals.

2. Submit sealed proposals to:

- a. US Postal Service Deliveries:
Noella Bond, Contract Officer

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

- b. Commercial Delivery Services / Hand Carry (Monday - Friday, 7:30 AM to 4:00 PM):

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

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

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

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

C2. Proposal Revisions (FAR 52.215-1)

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

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

C3. PHASE I – TECHNICAL PROPOSAL SUBMISSION REQUIREMENTS

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

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

Evaluation scores will be based, in order of importance, upon the criteria in Part I, A2 ,B. 6., provides a checklist that should be included in the front of the technical proposal.

PHASE I

REQUEST FOR QUALIFICATIONS (RFQ)

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

All correspondence in conjunction with this solicitation should be directed to the Government's Point of Contact (POC) Noella Bond, Contracting Officer, Phone: (707) 562-8474, e-mail mail: noella.bond@va.gov with the following in subject line: VA101-18-R-0562, Building 300 Seismic Replacement, VA West Los Angeles Medical Center, Los Angeles, CA, Company Name.

“PHASE I TECHNICAL PROPOSAL SUBMISSION REQUIREMENT”

PHASE I, TECHNICAL PROPOSAL BINDER SUBMITTAL CHECKLIST

(One original and five copies and Five CDs)

Solicitation: VA101-18-R-0562

Project Title: Dietetics Building 300 Seismic Replacement, PROJECT No. 691-406

INTRO

PAGE

First page MUST clearly indicate:

Name and Address of Proposer

Business Arrangement (Joint Venture or Teaming Arrangements clearly identified)

Contact Name and Phone Number

Email Address

DUNS Number

CAGE Code

Tax Identification Number

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

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

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

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

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

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

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

In addition to the paper copies identified above, the Offeror shall submit all proposal information in electronic format (CD). Text and graphics portions of the electronic copy shall be in a format readable by Microsoft (MS) Office 2000 or higher, MS Word 2000 or higher. Data submitted in spreadsheet format shall be readable by MS Office 2000 higher, MS Excel 2000 higher. Drawings shall be in PDF format. In case of conflict between the paper copy and the electronic copy of the proposals submitted, the paper copy shall take precedence.

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

A. Design-Build Experience

1. Corporate Project Experience (Factor)
2. Technical/Management Approach (Factor)

3. Past Experience working as a Design-Build team (Factor)

B. Past Performance

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

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

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

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

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

Biographical data will include the following:

- Name of individual.
- Company employed by.
- Company position title.
- Years with the company.
- Describe work experience with projects that were seismic projects or were medical facilities and the company (by name) they worked for when involved in the project
- An indication of which (if any) projects submitted under Corporate Experience (above) the individual participated in and what the individual's responsibility was for that project.
- An indication of which other individuals submitted under Project Personnel Experience this individual has worked with and the project they worked on together, noting if that project has been submitted under Corporate Experience (above).

- Position that the individual will hold in regard to this contract/project team, description of duties and what percentage of the individual's time would be committed to the project during both the design and construction phases.
 - Describe job related educational experience including copies of degrees, certificates, business license and work-related license issued by State of California.
2. Technical/Management Approach – The three sub-factors are equal in importance.
- a) Design Build Project Delivery Philosophy – Include expectation statements concerning elements for successful Partnering, communication, and Conflict Resolution for past Design-Build project.
 - b) Company Project Organizational and Name Chart and Narrative – Include all team members submitted under Key Personnel Project Experience above as well as any other management staff proposed. Organizational chart should indicate for each management staff assigned to the project: the individual's location – on site or off site, and percentage of time dedicated to the project. Clearly describe the prime responsible firm (or firms if J/V) and individuals as well as the roles and responsibilities of individuals proposed as consultants and sub-contractors. Provide a list of all consultants and all proposed major subcontractors, including telephone number, address, and name of contact.
 - c) Company Quality Control Plan: Provide plan as a general guideline associated with ensuring a quality design is produced by your company in conformance with VA program requirements.
3. Past Experience working as a Design- Build team
- Provide three specific examples of Design-Build approach to medical facility projects completed within the last five years of similar size and scope.

B. PAST PERFORMANCE: This factor will be evaluated on the basis of Past Performance

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

1. Past Performance Questionnaires – The references are to submit completed questionnaires to the Contracting Officer by the due date and time for receipt of proposals. The questionnaires will be evaluated to determine client satisfaction, for elements including Cost Control, Quality Control, Effectiveness of Management, Timely Performance, and Compliance with Labor and Safety Standards. Provide a minimum of three (3) projects that are completed or approximately 90 percent complete. Include project name, location, initial design dollar funding limitation, final construction cost, and project point of contact with telephone number and email address. Projects should be from 2014 – present and include current client contacts, project due date, design completion date and final cost estimate compared to the contract award amount (note whether bid or negotiated). In the case of an offeror without a record of relevant past performance or for whom information on past performance is not available, the offeror may not be evaluated favorably or unfavorably on past performance and will receive a neutral rating.
2. Safety Record – The Offeror will provide documentation that specifies Contractor in question has no more than three serious, or one repeat, or one willful OSHA or EPA violation(s) in the past 3 years and has an Experience Modification Rate (EMR) of equal to or less than 1.0.

Rating standards and definitions

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

Offerors are advised any strengths that are accepted by the government may be incorporated into the contract as the minimum performance requirement. "Strength" is an aspect of an offeror's proposal that has merit or exceeds the Government's requirement in a way that will be advantageous to the Government. "Deficiency" is a material failure of a proposal to meet a Government requirement or a combination of significant weaknesses in a proposal that increases the risk of unsuccessful contract performance to an unacceptable level. "Weakness" means a flaw in the proposal that increases the risk of unsuccessful contract performance. A "significant weakness" in the proposal is a flaw that appreciably increases the risk of unsuccessful contract performance.

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

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

a. Phase I Subfactor 1A: Project Experience:

i) **Submission Requirements:** Submit a maximum of three (3) completed construction projects within the last five (5) years by a Design Build contract and/or contract similar in size (\$20M - \$50M) and scope to this project. (Design Build as defined by the VA, see section A2.A. The Offeror shall demonstrate their experience on relevant Design/Build and projects that are similar in size, scope, and complexity to the RFP. Scoring will be more favorable if both criteria are met. Indicate the number of design/build projects construction contractor and AE have completed together. **Page limitation: One page (in 12- point font) for each project.** In describing project design and construction experience, provide the following information:

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

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

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

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

a) Biographical data shall include the following:

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

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

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

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

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

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

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

- c) Company Quality Control Plan: Provide plan as a general guideline associated with ensuring a quality design is produced by your company in conformance with VA program requirements.

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

Approach, Factor 2: The basis of evaluation will include the Offeror's proposed technical approach for this design build project as defined in the solicitation submittal requirements. The assessment of the Offeror's method to manage the project shall be used as a means of evaluating the Offeror's ability to successfully meet the requirements of the solicitation.

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

i. Submission Requirements: Contact persons supplied for Phase 1, Factor 1 - Corporate Project Experience projects will be contacted by the Evaluation Panel and asked the questions listed in appendix A, Past Performance Questionnaire. The contact's responses will be scored based on the projects participated in by the Prime (Construction Contractor and Architect firm) being weighted more heavily than projects participated in by consultants, sub contractors and individuals. If Offeror has PPIRS reports, **printed copies of these reports shall be submitted for this factor and included on the CD. Please refer Past Performance Questionnaire**

In addition to the above, the VA may review any other sources of information for evaluating past performance. Other sources may include, but are not limited to, past performance information retrieved through the Past Performance Information Retrieval System (PPIRS) using all CAGE/DUNS numbers of team members (partnership, joint venture, teaming arrangement, or parent company/subsidiary/ affiliate) identified in the offeror's proposal, inquiries of owner representative(s), and any other known sources not provided by the offeror. While the VA may elect to consider data from other sources, the burden of providing detailed, current, accurate and complete past performance information rests with the Offeror.

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

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

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

4. Past Performance

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

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

PAST PERFORMANCE QUESTIONNAIRE

The Department of Veterans Affairs Office of Construction and Facilities Management (CFM) is considering the Offeror listed below for award of a General Construction contract –**DIETETICS BUILDING 300 SEISMIC REPLACEMENT, PROJECT NO. 691-406, WEST LOSANGELES VA MEDICAL CENTER, LOS ANGELES, CA.**

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

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

Please email your completed questionnaire to noella.bond@va.gov by the due date and time specified for receipt of offers. If you have questions regarding the attached questionnaire, or require assistance, please contact Noella Bond by email.

Past Performance Information:

Name and Address of Company (Offeror) being evaluated:

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

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

Name of Evaluator:

Address:

Phone Number:

Position held or function in relation to project:

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

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

“U”	Unacceptable	Fails to meet most of the contractual requirements. Contains significant weaknesses and one or more deficiencies for which correction would require a major revision or complete rewrite of the proposal.
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Please rate and provide any supporting information/comments for the following:	
1. The relationship between the General Construction Contractor and client/customer contract team:	O G A M U
2. The General Construction Contractor’s management and coordination of consultants / subcontractors:	O G A M U
3. Overall corporate management, integrity, reasonableness, and cooperative conduct:	O G A M U
4. Quality of work:	O G A M U
5. Quality control procedures and execution:	O G A M U
6. Management and adherence to the performance schedule and cost limits:	O G A M U
7. Ability/actions to improve schedule problems, if applicable:	O G A M U
8. Compliance with labor and safety standards.	Yes No

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

ii. Basis of Evaluation: Past Performance: The VA will assign an adjectival rating based on the information provided by the references and any other source. In the case of an offeror without a record of relevant past performance or for whom information on past performance is not available, the offeror may not be evaluated favorably or unfavorably on past performance and will receive a neutral rating. However, the proposal of an offeror with no relevant past performance history, while rated neutral in past performance, may not represent the most advantageous proposal to the Government. The Evaluation Team may consider past performance data from a wide variety of sources both inside and outside the Federal Government. The Government evaluation team will conduct an evaluation based on past performance of offerors as it relates to the probability of successfully performing the solicitation requirements, and the Past Performance evaluation will assess the relative risks associated with an offeror's likelihood of success in fulfilling the solicitation's requirements based on the performance risk standards as indicated below.

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

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

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

PAST PERFORMANCE RATINGS

Adjective	Definition
Outstanding	Exceeds many of the contract requirements in a way which yields significant benefit to the Government. Contains considerable strengths. Weaknesses, if any, are of small impact. There are no significant weaknesses or deficiencies.
Good	Exceeds some of the contract requirements which yields some benefit to the Government. Rating indicates that the proposal contains some strengths, and few weaknesses. There are no deficiencies.
Acceptable	Meets all requirements. Proposal offers no significant benefits beyond the stated requirements, but has no significant weaknesses or deficiencies.
Marginal	Proposal has shortcomings that raise questions about whether some of the contractual requirements can be met, or has one or more significant weaknesses. Any deficiencies and significant weaknesses are correctable without major revisions to the proposal.
Unacceptable	Fails to meet most of the contractual requirements. Contains significant weaknesses and one or more deficiencies for which correction would require a major revision or complete rewrite of the proposal.
Neutral	No record of relevant present or past performance, or present and past performance information is not available.

2. Phase I, Safety Record, Factor 2,

i. Submission Requirements: The Offeror will provide documentation that specifies Contractor in question has no more than three serious, or one repeat, or one willful OSHA or EPA violation(s) in the past 3 years and has an Experience Modification Rate (EMR) of equal to or less than 1.0. Report print out from OSHA Compliance website:
<https://www.osha.gov/pls/imis/establishment.html>

ii. Basis of Evaluation: The Offeror report must not have more than three serious, one repeat, or one willful OSHA violation(s) in the past 3 years, or any significant environmental penalties. The

Offeror must provide report showing calculations of Experience Modification Rate (EMR) of equal to or less than 1.0. The Offeror will be assigned an adjectival rating based on the information provided as indicated in above table.

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

PHASE II

PHASE II – REQUEST FOR PROPOSALS (RFP)

FOR SUCCESSFUL OFFERORS FROM PHASE I

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

DO NOT SUBMIT PHASE II FACTORS WITH PHASE I

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

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

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

PHASE II, TECHNICAL PROPOSAL BINDER SUBMITTAL CHECKLIST

(One original and five copies and five CDs)

Solicitation: VA101-18-R-0562

Project Title: Dietetics Building 300 Seismic Replacement, Project 691-406

INTRO

PAGE

First page MUST clearly indicate:

Name and Address of Proposer

Business Arrangement (Joint Venture or Teaming Arrangements clearly identified)

Contact Name and Phone Number

Email Address

DUNS Number

CAGE Code

Tax Identification Number

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

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

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

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

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

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

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

Phase II Technical Proposal Binder Submittal Checklist

1. Phase II, Technical Solution, Factor 1:

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

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

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

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

a. Subfactor 2A: Ability to Staff Project:

1) Submission Requirements:

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

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

i. Position that the individual will hold in regard to this contract/project team, description of duties and what percentage of the individual's time would be committed to the project during both the design and construction phases.

- ii. Describe job related educational experience including degrees, certificates, business license and work-related license issued by State of California. See Table A.1

b. Subfactor 2B, Management Approach:

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

- a) Project Delivery Approach - Include statements concerning:
 - i. Elements for Successful Partnering: Communication, Commitment and Conflict Resolution.
 - ii. Proposed Design Period Peer Review technical/administrative by VA & AE.
- b) Quality Assurance/Quality Control Plan, see section 1.3, General requirements (01 00 00).
- c) Project Organizational Chart and Narrative - Include team members submitted under Project Personnel Experience above. Clearly describe the prime responsible firm (or firms if a J/V) and individuals as well as the roles and responsibilities of individuals proposed as consultants and sub-contractors. Provide a list of all consultants and all proposed major subcontractors, including telephone number, address, and name of contact.
- d) The Offeror shall describe in a written narrative the plan for phasing the work so that the facility remains operational.
- e) Offeror shall clarify its intended uses of the portions of the site indicated to be available to the contractor elsewhere in this RFP for materials staging, temporary trailer offices, employee parking, and other activities as shown in the design solution material.

c. Subfactor 2C, Capability to Perform:

1) Submission Requirements:

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

d. Basis of Evaluation: Phase II, Construction Management Factor 2: The basis of evaluation will include the assessment of the Offeror's ability to staff, Offeror's management approach, and Offeror's capability to perform the project as defined in the solicitation submittal requirements. The assessment of the firm and proposed personnel's experience will be used as a means of evaluating the relative capability of the Offeror's personnel to successfully meet the requirements of the solicitation.

3. Phase II, Schedule, Factor 3:

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

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

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

Below are the definitive descriptions of the adjectival ratings for the technical evaluation factors:

TABLE TECHNICAL FACTOR RATINGS

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

Phase II Non-Technical, Price, Factor 4:

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

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

D. PART IV - POST AWARD REQUIREMENTS

D1. Construction Document Preparation:

A. Design Review Submissions:

1. The Design-Build Team A/E (DB A/E) shall prepare and submit complete construction documents for review and approval by the VA in accordance with standard professional practice, the Department of Veterans Affairs RFP (VA RFP), and prevailing codes.
2. The documents may be divided into multiple review submission packages. The VA will review as many as six (6) package submissions (examples: demolition, civil, architectural, structural, mechanical, Electrical, plumbing etc.) per phase to facilitate the start of construction.
3. All submission packages will be reviewed at (75%) and (95%) completion stages. The (95%) review submission packages will incorporate the final review comments from the (75%) review. If any package is not complete for the required stage, an additional review may be required, the cost of which will be borne by the DB Team.
4. Each review submission package shall include hard copy sets and CD's per distribution list provided by the VA Project Manager. The package will include an index of drawings (by sheet number and title) and specifications (by section number and title) submitted. The packages will be distributed to the VA Project Manager, the VA Medical Center, RFP A/E, VA Resident Engineer and others as determined to be appropriate by the Project Manager.
5. All reviews will be monitored using Dr Checks. D/B contractor shall obtain access from VA PM, unless already in the system.

B. Design Review Meetings:

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

C. Electronic Media:

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

D. Professional Licensing:

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

E. Approved Construction Documents:

1. The final construction document submission package will be submitted by the DB team for approval by the VA after completion of the 95% review cycle for the final package to be submitted by the DB team. The VA will have 5 days to take approval action for each phase.
2. The final construction documents submission package will include a full set of construction documents including all disciplines/packages.

3. The final construction documents submission package will incorporate all VA supplied comments from the earlier 75% and 95% submission package reviews and will comply with the VA RFP.
4. If the final construction documents submission package is not complete an additional submittal may be required the cost of which will be borne by the DB Team.
5. The approved final construction documents include such details that the project can be constructed and will be used for construction of the project for each phase.
6. See PART IV, D2 CONSTRUCTION PERIOD SUBMITTALS for Approved Construction Document distribution per PM.

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

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

G. Construction Specifications - Project specifications shall include specifications for all products, materials, equipment, methods, and systems shown on the construction drawings in accordance with standard professional practice and the VA RFP. The specification submitted for review shall include:

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

H. Design Requirements - Compliance with codes and standards.

1. Project design shall be in compliance with applicable standards and codes described in VA Program Guides and design materials included or referenced in the solicitation materials, all guidelines located in <http://www.cfm.va.gov/TIL>.
2. See Section E. Approved Construction documents, above, for required inclusion of design review comments.
3. The DB team shall consult with appropriate Federal officials and submit plans under the rules prescribed by those reviewing authorities. The A/E and VA shall give due consideration to the recommendations of the referenced building officials. VA will also permit inspection by the officials described above during the construction period in accordance with the customary schedule of inspections. Such officials shall provide VA with a copy of the schedule before construction begins or give reasonable notice of their intention to inspect before conducting an inspection.
5. The DB team shall provide prompt, written notification to the RE staff concerning conflicts with, or recommended deviations from codes, laws, regulations, standards, and opinions of review officials as described above. No work altering the scope of this contract shall be undertaken prior to receipt of written approval from the Contracting Officer.
6. No action may be brought against the DB Team or VA and no fine or penalty may be imposed for failure to carry out any of the previously described recommendations of Federal, state, or local officials. VA and its contractors, including RFP A/E, shall not be required to pay any amount for any action taken by a state or political division of a state in carrying out functions described in this article, including reviewing plans, carrying out on-site inspections, issuing permits, and making recommendations.
7. The DB team shall advise the SRE of any variances with the applicable Department of Labor, Occupational Safety and Health Standards, for occupancy requirements.
8. In addition to specific design criteria contained in the RFP, the following design and general guidance applies to the project. It can be accessed from the VA web site at the following URL:

VA Program Guide PG-18-3, Topic 1 - Codes, Standards and Executive Orders (Sept 2013)	www.cfm.va.gov/til/cPro.asp
VA Program Guide PG-18-3, Topic 4 - Foundation Drainage (April 2001)	www.cfm.va.gov/til/cPro.asp
VA Program Guide PG-18-3, Topic 15 - Energy Efficient and Sustainable Design Policy for VA New Construction (May 2006)	www.cfm.va.gov/til/cPro.asp
VA Program Guide PG-18-3, Topic 16 - Sustainable Buildings Policy for VA Renovation and New Construction (May 2006)	www.cfm.va.gov/til/cPro.asp
Guiding Principles Checklist for Green Globes-New Construction	http://www.cfm.va.gov/til/sustain/GPChecklist-GG-NC.docx
Handbook H-18-8, Seismic Design Requirements (August 2013)	http://www.cfm.va.gov/til/etc/seismic.pdf

I. Quality Assurance/Quality Control:

1. To reduce design errors and omissions, the DB team shall develop and execute a QA/QC plan that demonstrates the project plans and specifications have gone through a rigorous, thorough review and coordination effort. See section 1.3 of General Requirements for submission details.

2. Within 2 weeks of receipt of Notice to Proceed, the DB Team will submit a detailed QA/QC plan describing each QA/QC task that will be taken during the development of the various design submission packages and the name of the DB Team member responsible for QA/QC.
 - a. Upon its completion, each task shall be initialed and dated by the responsible DB Team member.
 - b. A 100% completed QA/QC plan shall be submitted with the final construction document submission package.

D2. Construction Period Submittals

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

D3. Project Close-Out

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

D4. Site Visits and Inspections

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

ATTN: NOELLA BOND

400 Mare Island Way, Suite 100

Vallejo, CA. 94590

INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

2.1 52.216-1 TYPE OF CONTRACT (APR 1984)

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

(End of Provision)

2.3 52.222-5 CONSTRUCTION WAGE RATE REQUIREMENTS—SECONDARY SITE OF THE WORK (MAY 2014)

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

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

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

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

(End of Provision)

2.4 52.222-23 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
28.3 %	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

City of Los Angeles
Los Angeles County
State of California

(End of Provision)

2.5 52.225-12 NOTICE OF BUY AMERICAN REQUIREMENT— CONSTRUCTION MATERIALS UNDER TRADE AGREEMENTS (MAY 2014)

(a) *Definitions.* "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, other than designated country construction material, 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.

(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, and the offeror shall be required to furnish such domestic or designated country 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)

2.6 52.228-1 BID GUARANTEE (SEP 1996)

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

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

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

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

(c) The amount of the bid guarantee shall be 20 percent of the bid price or \$3,000,000.00, 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)

2.7 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:

Noella Bond

Hand-Carried Address:

Department of Veterans Affairs

Office of Construction and
Facilities Management (003C4)
400 Mare Island Way, Suite 100
Vallejo CA 94590
Mailing Address:

Department of Veterans Affairs

Office of Construction and
Facilities Management (003C4)
400 Mare Island Way, Suite 100
Vallejo CA 94590

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

(End of Provision)

2.8 52.236-27 SITE VISIT (CONSTRUCTION) (FEB 1995) ALTERNATE I (FEB 1995)

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

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

TO BE ANNOUNCED LATER

(c) Participants will meet at—

West Los Angeles VA Medical Center, 1120` Wilshire Blvd. Los Angeles CA 90073

(End of Provision)

2.9 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/>

<https://www.cfm.va.gov/TIL/index.asp>

(End of Provision)

<u>FAR Number</u>	<u>Title</u>	<u>Date</u>
52.204-7	SYSTEM FOR AWARD MANAGEMENT COMMERCIAL AND GOVERNMENT ENTITY CODE	OCT 2016 JUL 2016
52.204-16	REPORTING	
52.215-1	INSTRUCTIONS TO OFFERORS—COMPETITIVE ACQUISITION ALTERNATE I (OCT 1997)	JAN 2017
52.236-28	PREPARATION OF PROPOSALS—CONSTRUCTION	OCT 1997

2.10 1 VAAR 852.252-70 SOLICITATION PROVISIONS OR CLAUSES INCORPORATED BY REFERENCE (JAN 2008)

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

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

(End of Provision)

<u>FAR Number</u>	<u>Title</u>	<u>Date</u>
852.233-70	PROTEST CONTENT/ALTERNATIVE DISPUTE RESOLUTION	SEP 2018
852.233-71	ALTERNATE PROTEST PROCEDURE	SEP 2018

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
314I Street, N.W., Washington DC20001

(End of Provision)

2.11 VAAR 852.211-72 TECHNICAL INDUSTRY STANDARDS (JAN 2008)

The supplies or equipment required by this invitation for bid or request for proposal must conform to the standards of the American National Standards Institute (ANSI) and as Underwriters Laboratories (UL) . The successful bidder or offeror will be required to submit proof that the item(s) he/she furnishes conforms to this requirement. This proof may be in the form of a label or seal affixed to the equipment or supplies, warranting that they have been tested in accordance with and conform to the specified standards. Proof may also be furnished in the form of a certificate from one of the above listed organizations certifying that the item(s) furnished have been tested in accordance with and conform to the specified standards.

(End of Provision)

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

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

(End of Provision)

2.13 PARTNERING

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

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

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

REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS

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

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

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

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

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

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

(i) Paragraph (d) applies.

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

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

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

- (A) The acquisition is to be made under the simplified acquisition procedures in Part 13;
- (B) The solicitation is a request for technical proposals under two-step sealed bidding procedures; or
- (C) The solicitation is for utility services for which rates are set by law or regulation.

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

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

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

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

- (A) Are not set aside for small business concerns;
- (B) Exceed the simplified acquisition threshold; and
- (C) Are for contracts that will be performed in the United States or its outlying areas.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(ii) 52.204-20, Predecessor of Offeror.

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

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

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

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

(vii) 52.227-6, Royalty Information.

(A) Basic.

(B) Alternate I.

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

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

FAR Clause #	Title	Date	Change

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

(End of Provision)

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

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

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

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

(1) The total value of all current, active contracts and grants, including all priced options; and

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

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

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

(c) If the offeror checked "has" in paragraph (b) of this provision, the offeror represents, by submission of this offer, that the information it has entered in the Federal Awardee Performance and Integrity Information System (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 database via <https://www.acquisition.gov> (see 52.204-7).

(End of Provision)

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

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

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

____ (1) The Offeror certifies that—

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

(ii) No entity owned or controlled by the Offeror has engaged in any activity that contributed to or was a significant factor in the President's or Secretary of State's determination that a foreign country is in violation of its obligations undertaken in any arms control, nonproliferation, or disarmament agreement to which the United States is a party, or is not adhering to its arms control, nonproliferation, or disarmament commitments in which the United States is a participating state. The determinations are described in the most recent unclassified annual report provided to Congress pursuant to section 403 of the Arms Control and Disarmament Act (22 U.S.C. 2593a). The report is available via the internet at <https://www.state.gov/t/avc/rls/rpt/>; or

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

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

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

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

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

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

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

(d) Do not submit an offer unless—

- (1) A certification is provided in paragraph (b)(1) of this provision and submitted with the offer; or
- (2) In accordance with paragraph (b)(2) of this provision, the Offeror provides with its offer information that the President of the United States has—
 - (i) Waived application under U.S.C. 2593e(d) or (e); or
 - (ii) Determined under 22 U.S.C. 2593e(g)(2) that the entity has ceased all activities for which measures were imposed under 22 U.S.C.2593e(b).

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

(End of Provision)

3.4 52.222-22 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (FEB 1999)

The offeror represents that—

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

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

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

(End of Provision)

GENERAL CONDITIONS

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

(a) *Definition.*

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

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

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

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

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

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

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

Poster(s)	Obtain From
-----------	-------------

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

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

- (1) Is for the acquisition of a commercial item; or
- (2) Is performed entirely outside the United States.

4.2 52.204-19 INCORPORATION BY REFERENCE OF REPRESENTATIONS AND CERTIFICATIONS (DEC 2014)

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

(End of Clause)

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

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

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

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

- (i) Government personnel and authorized users performing business on behalf of the Government; or
- (ii) The Contractor, when viewing data on itself; and

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

- (i) Past performance reviews required by subpart 42.15;
- (ii) Information that was entered prior to April 15, 2011; or

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

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

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

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

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

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

(End of Clause)

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

The Contractor shall be required to (a) commence work under this contract within 30 calendar days after the date the Contractor receives the notice to proceed, (b) prosecute the work diligently, and (c) complete the entire work ready for use not later than 730 days after receipt of notice to proceed. The time stated for completion shall include final cleanup of the premises.

(End of Clause)

4.5 52.211-12 LIQUIDATED DAMAGES—CONSTRUCTION (SEPT 2000)

(a) If the Contractor fails to complete the work within the time specified in the contract, the Contractor shall pay liquidated damages to the Government in the amount of \$6,874.00 for each calendar day of delay until the work is completed or accepted.

(b) If the Government terminates the Contractor's right to proceed, liquidated damages will continue to accrue until the work is completed. These liquidated damages are in addition to excess costs of repurchase under the Termination clause.

(End of Clause)

4.6 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)

4.7 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)

4.8 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)

4.9 52.236-4 PHYSICAL DATA (APR 1984)

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

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

(b) Weather Conditions:

(c) Transportation Facilities

(d) Other Physical Data

(End of Clause)

4.10 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)

4.11 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

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

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

(End of Clause)

<u>FAR Number</u>	<u>Title</u>	<u>Date</u>
52.202-1	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 2016
52.204-13	SYSTEM FOR AWARD MANAGEMENT MAINTENANCE	OCT 2016
52.204-14	SERVICE CONTRACT REPORTING REQUIREMENTS	OCT 2016
52.204-18	COMMERCIAL AND GOVERNMENT ENTITY CODE MAINTENANCE	JUL 2016
52.209-6	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

52.215-8	ORDER OF PRECEDENCE—UNIFORM CONTRACT FORMAT	OCT 1997
52.219-4	NOTICE OF PRICE EVALUATION PREFERENCE FOR HUBZONE SMALL BUSINESS CONCERNS	OCT 2014
52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS	NOV 2016
52.219-9	SMALL BUSINESS SUBCONTRACTING PLAN ALTERNATE II (NOV 2016)	AUG 2018
52.219-16	LIQUIDATED DAMAGES—SUBCONTRACTING PLAN	JAN 1999
52.222-1	NOTICE TO THE GOVERNMENT OF LABOR DISPUTES	FEB 1997
52.222-3	CONVICT LABOR	JUN 2003
52.222-4	CONTRACT WORK HOURS AND SAFETY STANDARDS— OVERTIME COMPENSATION	MAY 2018
52.222-6	CONSTRUCTION WAGE RATE REQUIREMENTS	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	APR 2015
52,222-34	FOR CONSTRUCTION NOTICE FOR REQUIREMENT FOR PROJECT LABOR AGREEMENT	MAY 2010
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
52.223-3	HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA ALTERNATE I (JUL 1995)	JAN 1997
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
52.227-3	PATENT INDEMNITY	APR 1984
52.227-3	PATENT INDEMNITY ALTERNATE I (APR 1984)	APR 1984
52.227-4	PATENT INDEMNITY—CONSTRUCTION CONTRACTS	DEC 2007
52.228-1	BID GUARANTEE	SEP 1996
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	JUL 2013
52.232-39	UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS	JUN 2013
52.232-40	PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS	DEC 2013
52.233-1	DISPUTES ALTERNATE I (DEC 1991)	MAY 2014
52.233-3	PROTEST AFTER AWARD	AUG 1996
52.233-4	APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM	OCT 2004
52.236-2	DIFFERING SITE CONDITIONS	APR 1984
52.236-3	SITE INVESTIGATION AND CONDITIONS AFFECTING THE WORK	APR 1984
52.236-5	MATERIAL AND WORKMANSHIP	APR 1984
52.236-6	SUPERINTENDENCE BY THE CONTRACTOR	APR 1984
52.236-7	PERMITS AND RESPONSIBILITIES	NOV 1991
52.236-8	OTHER CONTRACTS	APR 1984
52.236-9	PROTECTION OF EXISTING VEGETATION, STRUCTURES, EQUIPMENT, UTILITIES, AND IMPROVEMENTS	APR 1984
52.236-10	OPERATIONS AND STORAGE AREAS	APR 1984
52.236-11	USE AND POSSESSION PRIOR TO COMPLETION	APR 1984
52.236-12	CLEANING UP	APR 1984
52.236-13	ACCIDENT PREVENTION	NOV 1991
52.236-14	AVAILABILITY AND USE OF UTILITY SERVICES	APR 1984
52.236-15	SCHEDULES FOR CONSTRUCTION CONTRACTS	APR 1984
52.236-17	LAYOUT OF WORK	APR 1984
52.236-21	SPECIFICATIONS AND DRAWINGS FOR CONSTRUCTION	FEB 1997
52.236-26	PRECONSTRUCTION CONFERENCE	FEB 1995
52.242-5	PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS	JAN 2017
52.242-13	BANKRUPTCY	JUL 1995
52.242-14	SUSPENSION OF WORK	APR 1984
52.243-4	CHANGES	JUN 2007
52.243-6	CHANGE ORDER ACCOUNTING	APR 1984
52.244-6	SUBCONTRACTS FOR COMMERCIAL ITEMS	AUG 2018
52.246-21	WARRANTY OF CONSTRUCTION	MAR 1994
52.246-12	INSPECTION OF CONSTRUCTION	AUG 1996
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
852.211-70	SERVICE DATA MANUAL	NOV 1984
852.236-84	SCHEDULE OF WORK PROGRESS	NOV 1984

4.12 VAAR 852.203-70 COMMERCIAL ADVERTISING (JAN 2008)

The bidder or offeror agrees that if a contract is awarded to him/her, as a result of this solicitation, he/she will not advertise the award of the contract in his/her commercial advertising in such a manner as to state or imply that the Department of Veterans Affairs endorses a product, project or commercial line of endeavor.

(End of Clause)

4.13 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)

4.14 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* has the meaning given in 5 CFR 1315.2(m).

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

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

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

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

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

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

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

(2) Any system that conforms to the X12 electronic data interchange (EDI) formats established by the Accredited Standards Center (ASC) and chartered by the American National Standards Institute (ANSI).

The X12 EDI Web site (<http://www.x12.org>) includes additional information on EDI 810 and 811 formats.

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

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

- (1) Awards made to foreign vendors for work performed outside the United States;
- (2) Classified contracts or purchases when electronic submission and processing of payment requests could compromise the safeguarding of classified or privacy information;
- (3) Contracts awarded by contracting officers in the conduct of emergency operations, such as responses to national emergencies;
- (4) Solicitations or contracts in which the designated agency office is a VA entity other than the VA Financial Services Center in Austin, Texas; or
- (5) Solicitations or contracts in which the VA designated agency office does not have electronic invoicing capability as described above.

(End of Clause)

4.15 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)

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

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

(a) Contract work accomplished on the site by laborers, mechanics, and foremen/forewomen on the contractor's payroll and under his/her direct supervision shall be included in establishing the percent of work to be performed by the contractor. Cost of material and equipment installed by such labor may be included. The work by the contractor's executive, supervisory and clerical forces shall be excluded in establishing compliance with the requirements of this clause.

(b) The contractor shall submit, simultaneously with the cost per activity of the construction schedule required by Section 01310 or 01311, NETWORK ANALYSIS SYSTEM, a responsibility code for all activities of the network for which the contractor's forces will perform the work. The cost of these activities will be used in determining the portions of the total contract work to be executed by the contractor's forces for the purpose of this article.

(c) If, during progress of work hereunder, the contractor requests a change in activities of work to be performed by the contractor's forces and the contracting officer determines it to be in the best interest of the Government, the contracting officer may, at his or her discretion, authorize a change in such activities of said work.

(d) In the event the contractor fails or refuses to meet the requirement of the FAR clause at 52.236-1, it is expressly agreed that the contract price will be reduced by 15 percent of the value of that portion of the percentage requirement that is accomplished by others. For the purpose of this clause, it is agreed that 15 percent is an acceptable estimate of the contractor's overhead and profit, or mark-up, on that portion of the work which the contractor fails or refuses to perform, with his/her own forces, in accordance with the FAR clause at 52.236-1.

(End of Clause)

4.17 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)

4.18 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)

4.19 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)

4.20 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)

4.21 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)

4.232VAAR 852.236-80 SUBCONTRACTS AND WORK COORDINATION (APR 1984) ALTERNATE I (JUL 2002)

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

(b) The contractor shall be responsible to the Government for acts and omissions of his/her own employees, and subcontractors and their employees. The contractor shall also be responsible for coordination of the work of the trades, subcontractors, and material suppliers. The contractor shall, in advance of the work, prepare coordination drawings showing the location of openings through slabs, the pipe sleeves and hanger inserts, as well as the location and elevation of utility lines, including, but not limited to, conveyor systems, pneumatic tubes, ducts, and conduits and pipes 2 inches and larger in diameter. These drawings, including plans, elevations, and sections as appropriate shall clearly show the manner in which the utilities fit into the available space and relate to each other and to existing building elements. Drawings shall be of appropriate scale to satisfy the previously stated purposes, but not smaller than 3/8-inch scale. Drawings may be composite (with distinctive colors for the various trades) or may be separate but fully coordinated drawings (such as sepias or photographic paper reproductions) of the same scale. Separate drawings shall depict identical building areas or sections and shall be capable of being

overlaid in any combination. The submitted drawings for a given area of the project shall show the work of all trades which will be involved in that particular area. Six complete composite drawings or six complete sets of separate reproducible drawings shall be received by the Government not less than 20 days prior to the scheduled start of the work in the area illustrated by the drawings, for the purpose of showing the contractor's planned methods of installation. The objectives of such drawings are to promote carefully planned work sequence and proper trade coordination, in order to assure the expeditious solutions of problems and the installation of lines and equipment as contemplated by the contract documents while avoiding or minimizing additional costs to the contractor and to the Government. In the event the contractor, in coordinating the various installations and in planning the method of installation, finds a conflict in location or elevation of any of the utilities with themselves, with structural items or with other construction items, he/she shall bring this conflict to the attention of the contracting officer immediately. In doing so, the contractor shall explain the proposed method of solving the problem or shall request instructions as to how to proceed if adjustments beyond those of usual trades coordination are necessary. Utilities installation work will not proceed in any area prior to the submission and completion of the Government review of the coordinated drawings for that area, nor in any area in which conflicts are disclosed by the coordination drawings until the conflicts have been corrected to the satisfaction of the contracting officer. It is the responsibility of the contractor to submit the required drawings in a timely manner consistent with the requirements to complete the work covered by this contract within the prescribed contract time.

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

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

(End of Clause)

4.23 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)

4.24 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)

4.25 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)

4.26 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)

4.27 VAAR 852.236-89 BUY AMERICAN ACT (JAN 2008) ALTERNATE I (JAN 2008)

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

(b) The restrictions contained in this clause 852.236-89 are waived for designated country construction material as defined in FAR 52.225-11. 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 designated 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

4.28 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.

(End of Clause)

4.29 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 5 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 vulnerability 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

General Decision Number: CA190022 02/15/2019 CA22

Superseded General Decision Number: CA20180033

State: California

Construction Types: Building, Heavy (Heavy and Dredging) and Highway

County: Los Angeles County in California.

BUILDING CONSTRUCTION PROJECTS; DREDGING PROJECTS (does not include hopper dredge work); HEAVY CONSTRUCTION PROJECTS (does not include water well drilling); HIGHWAY CONSTRUCTION PROJECTS

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.60 for calendar year 2019 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 \$10.60 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 2019. If this contract is covered by the EO and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must pay workers in that classification at least the wage rate determined through the conformance process set forth in 29 CFR 5.5(a)(1)(ii) (or the EO minimum wage rate, if it is higher than the conformed wage rate). 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	01/04/2019
1	02/01/2019
2	02/15/2019

ASBE0005-002 07/01/2018

	Rates	Fringes
Asbestos Workers/Insulator (Includes the application of all insulating materials, protective coverings, coatings, and finishes to all types of mechanical systems).....	\$ 39.72	20.81
Fire Stop Technician (Application of Firestopping Materials for wall openings and penetrations in walls, floors, ceilings and curtain walls).....	\$ 27.92	18.31

ASBE0005-004 07/02/2018

	Rates	Fringes
Asbestos Removal worker/hazardous material handler (Includes preparation, wetting, stripping, removal, scrapping, vacuuming, bagging and disposing of all insulation materials from mechanical systems, whether they contain asbestos or not)....	\$ 19.93	11.72

BOIL0092-003 03/01/2018

	Rates	Fringes
BOILERMAKER.....	\$ 44.07	33.52

* BRCA0004-007 05/01/2018

	Rates	Fringes
BRICKLAYER; MARBLE SETTER.....	\$ 40.46	15.15

*The wage scale for prevailing wage projects performed in Blythe, China lake, Death Valley, Fort Irwin, Twenty-Nine

VA101-18-R-0562

Palms, Needles and 1-15 corridor (Barstow to the Nevada State Line) will be Three Dollars (\$3.00) above the standard San Bernardino/Riverside County hourly wage rate

BRCA0018-004 07/01/2017

	Rates	Fringes
MARBLE FINISHER.....	\$ 30.93	12.95
TILE FINISHER.....	\$ 25.98	11.23
TILE LAYER.....	\$ 37.76	16.37

BRCA0018-010 09/01/2017

	Rates	Fringes
TERRAZZO FINISHER.....	\$ 29.75	12.91
TERRAZZO WORKER/SETTER.....	\$ 36.75	13.82

CARP0409-001 07/01/2018

	Rates	Fringes
CARPENTER		
(1) Carpenter, Cabinet Installer, Insulation Installer, Hardwood Floor Worker and acoustical installer.....	\$ 41.84	19.17
(2) Millwright.....	\$ 42.91	19.17
(3) Piledrivermen/Derrick Bargeman, Bridge or Dock Carpenter, Heavy Framer, Rock Bargeman or Scowman, Rockslinger, Shingler (Commercial).....	\$ 42.54	19.17
(4) Pneumatic Nailer, Power Stapler.....	\$ 40.09	19.17
(5) Sawfiler.....	\$ 39.83	19.17
(6) Scaffold Builder.....	\$ 31.60	19.17
(7) Table Power Saw Operator.....	\$ 40.93	19.17

FOOTNOTE: Work of forming in the construction of open cut sewers or storm drains, on operations in which horizontal lagging is used in conjunction with steel H-Beams driven or placed in pre- drilled holes, for that portion of a lagged trench against which concrete is poured, namely, as a substitute for back forms (which work is performed by piledrivers): \$0.13 per hour additional.

CARP0409-002 07/01/2016

	Rates	Fringes
Diver		
(1) Wet.....	\$ 712.48	17.03
(2) Standby.....	\$ 356.24	17.03

(3) Tender.....	\$ 348.24	17.03
(4) Assistant Tender.....	\$ 324.24	17.03

Amounts in "Rates" column are per day

 CARP0409-005 07/01/2015

	Rates	Fringes
Drywall		
DRYWALL INSTALLER/LATHER....	\$ 37.35	11.08
STOCKER/SCRAPPER.....	\$ 10.00	7.17

 CARP0409-008 08/01/2010

	Rates	Fringes
Modular Furniture Installer.....	\$ 17.00	7.41

 ELEC0011-004 01/28/2019

	Rates	Fringes
ELECTRICIAN (INSIDE ELECTRICAL WORK)		
Journeyman Electrician.....	\$ 43.35	3%+27.87
ELECTRICIAN (INTELLIGENT TRANSPORTATION SYSTEMS Street Lighting, Traffic Signals, CCTV, and Underground Systems)		
Journeyman Transportation Electrician.....	\$ 45.25	3%+27.97
Technician.....	\$ 33.94	3%+27.97

FOOT NOTE:

CABLE SPLICER & INSTRUMENT PERSON: Recieve 5% additional per hour above Journeyman Electrician basic hourly rate.

TUNNEL WORK: 10% additional per hour.

SCOPE OF WORK - TRANSPORTATION SYSTEMS

ELECTRICIAN:

Installation of street lights and traffic signals, including electrical circuitry, programmable controllers, pedestal-mounted electrical meter enclosures and laying of pre-assembled multi-conductor cable in ducts, layout of electrical systems and communication installation, including proper position of trench depths and radius at duct banks, location for man holes, pull boxes, street lights and traffic signals. Installation of underground ducts for electrical, telephone, cable television and communication systems. Pulling, termination and splicing of traffic signal and street lighting conductors and electrical systems including interconnect, detector loop, fiber optic cable and video/cable.

TECHNICIAN:

Distribution of material at job site, manual excavation and backfill, installation of system conduits and raceways for

electrical, telephone, cable television and communication systems. Pulling, terminating and splicing of traffic signal and street lighting conductors and electrical systems including interconnect, detector loop, fiber optic cable and video/data.

 * ELEC0011-005 12/31/2018

COMMUNICATIONS & SYSTEMS WORK (excludes any work on Intelligent Transportation Systems or CCTV highway systems)

	Rates	Fringes
Communications System		
Installer.....	\$ 36.07	3%+14.43
Technician.....	\$ 33.30	3%+27.82

SCOPE OF WORK The work covered shall include the installation, testing, service and maintenance, of the following systems that utilize the transmission and/or transference of voice, sound, vision and digital for commercial, education, security and entertainment purposes for TV monitoring and surveillance, background foreground music, intercom and telephone interconnect, inventory control systems, microwave transmission, multi-media, multiplex, nurse call system, radio page, school intercom and sound, burglar alarms and low voltage master clock systems.

A. Communication systems that transmit or receive information and/or control systems that are intrinsic to the above listed systems SCADA (Supervisory control/data acquisition PCM (Pulse code modulation) Inventory control systems Digital data systems Broadband & baseband and carriers Point of sale systems VSAT data systems Data communication systems RF and remote control systems Fiber optic data systems

B. Sound and Voice Transmission/Transference Systems Background-Foreground Music Intercom and Telephone Interconnect Systems Sound and Musical Entertainment Systems Nurse Call Systems Radio Page Systems School Intercom and Sound Systems Burglar Alarm Systems Low-Voltage Master Clock Systems Multi-Media/Multiplex Systems Telephone Systems RF Systems and Antennas and Wave Guide

C. *Fire Alarm Systems-installation, wire pulling and testing.

D. Television and Video Systems Television Monitoring and Surveillance Systems Video Security Systems Video Entertainment Systems Video Educational Systems CATV and CCTV

E. Security Systems, Perimeter Security Systems, Vibration Sensor Systems Sonar/Infrared Monitoring Equipment, Access Control Systems,

Card Access Systems

*Fire Alarm Systems

1. Fire Alarms-In Raceways: Wire and cable pulling in raceways performed at the current electrician wage rate and fringe benefits.
2. Fire Alarms-Open Wire Systems: installed by the Technician.

 * ELEC1245-001 01/01/2019

	Rates	Fringes
LINE CONSTRUCTION		
(1) Lineman; Cable splicer..	\$ 56.79	17.41
(2) Equipment specialist (operates crawler tractors, commercial motor vehicles, backhoes, trenchers, cranes (50 tons and below), overhead & underground distribution line equipment).....	\$ 45.36	16.24
(3) Groundman.....	\$ 34.68	15.86
(4) Powderman.....	\$ 49.55	3%+17.65

HOLIDAYS: New Year's Day, M.L. King Day, Memorial Day,
 Independence Day, Labor Day, Veterans Day, Thanksgiving Day
 and day after Thanksgiving, Christmas Day

 ELEV0018-001 01/01/2019

	Rates	Fringes
ELEVATOR MECHANIC.....	\$ 55.58	34.125

FOOTNOTE:

PAID VACATION: Employer contributes 8% of regular hourly rate as vacation pay credit for employees with more than 5 years of service, and 6% for 6 months to 5 years of service.
 PAID HOLIDAYS: New Years Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, Friday after Thanksgiving, and Christmas Day.

 ENGI0012-003 07/01/2018

	Rates	Fringes
OPERATOR: Power Equipment (All Other Work)		
GROUP 1.....	\$ 45.30	25.25
GROUP 2.....	\$ 46.08	25.25
GROUP 3.....	\$ 46.37	25.25
GROUP 4.....	\$ 47.86	25.25
GROUP 5.....	\$ 48.96	25.25
GROUP 6.....	\$ 48.08	25.25
GROUP 8.....	\$ 48.19	25.25
GROUP 9.....	\$ 49.29	25.25

GROUP 10.....	\$ 48.31	25.25
GROUP 11.....	\$ 49.41	25.25
GROUP 12.....	\$ 48.48	25.25
GROUP 13.....	\$ 48.58	25.25
GROUP 14.....	\$ 48.61	25.25
GROUP 15.....	\$ 48.69	25.25
GROUP 16.....	\$ 48.81	25.25
GROUP 17.....	\$ 48.98	25.25
GROUP 18.....	\$ 49.08	25.25
GROUP 19.....	\$ 49.19	25.25
GROUP 20.....	\$ 49.31	25.25
GROUP 21.....	\$ 49.48	25.25
GROUP 22.....	\$ 49.58	25.25
GROUP 23.....	\$ 49.69	25.25
GROUP 24.....	\$ 49.81	25.25
GROUP 25.....	\$ 49.98	25.25

OPERATOR: Power Equipment
(Cranes, Piledriving &
Hoisting)

GROUP 1.....	\$ 46.65	25.25
GROUP 2.....	\$ 47.43	25.25
GROUP 3.....	\$ 47.72	25.25
GROUP 4.....	\$ 47.86	25.25
GROUP 5.....	\$ 48.08	25.25
GROUP 6.....	\$ 48.19	25.25
GROUP 7.....	\$ 48.31	25.25
GROUP 8.....	\$ 48.48	25.25
GROUP 9.....	\$ 48.65	25.25
GROUP 10.....	\$ 49.65	25.25
GROUP 11.....	\$ 50.65	25.25
GROUP 12.....	\$ 51.65	25.25
GROUP 13.....	\$ 52.65	25.25

OPERATOR: Power Equipment
(Tunnel Work)

GROUP 1.....	\$ 47.15	25.25
GROUP 2.....	\$ 47.93	25.25
GROUP 3.....	\$ 48.22	25.25
GROUP 4.....	\$ 48.39	25.25
GROUP 5.....	\$ 48.58	25.25
GROUP 6.....	\$ 48.69	25.25
GROUP 7.....	\$ 48.81	25.25

PREMIUM PAY:

\$3.75 per hour shall be paid on all Power Equipment Operator work on the following Military Bases: China Lake Naval Reserve, Vandenberg AFB, Point Arguello, Seely Naval Base, Fort Irwin, Nebo Annex Marine Base, Marine Corp Logistics Base Yermo, Edwards AFB, 29 Palms Marine Base and Camp Pendleton

Workers required to suit up and work in a hazardous material environment: \$2.00 per hour additional. Combination mixer and compressor operator on gunite work shall be classified as a concrete mobile mixer operator.

SEE ZONE DEFINITIONS AFTER CLASSIFICATIONS

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: Bargeman; Brakeman; Compressor operator; Ditch

Witch, with seat or similar type equipment; Elevator operator-inside; Engineer Oiler; Forklift operator (includes loed, lull or similar types under 5 tons; Generator operator; Generator, pump or compressor plant operator; Pump operator; Signalman; Switchman

GROUP 2: Asphalt-rubber plant operator (nurse tank operator); Concrete mixer operator-skip type; Conveyor operator; Fireman; Forklift operator (includes loed, lull or similar types over 5 tons; Hydrostatic pump operator; oiler crusher (asphalt or concrete plant); Petromat laydown machine; PJU side dum jack; Screening and conveyor machine operator (or similar types); Skiploader (wheel type up to 3/4 yd. without attachment); Tar pot fireman; Temporary heating plant operator; Trenching machine oiler

GROUP 3: Asphalt-rubber blend operator; Bobcat or similar type (Skid steer); Equipment greaser (rack); Ford Ferguson (with dragtype attachments); Helicopter radioman (ground); Stationary pipe wrapping and cleaning machine operator

GROUP 4: Asphalt plant fireman; Backhoe operator (mini-max or similar type); Boring machine operator; Boxman or mixerman (asphalt or concrete); Chip spreading machine operator; Concrete cleaning decontamination machine operator; Concrete Pump Operator (small portable); Drilling machine operator, small auger types (Texoma super economatic or similar types - Hughes 100 or 200 or similar types - drilling depth of 30' maximum); Equipment greaser (grease truck); Guard rail post driver operator; Highline cableway signalman; Hydra-hammer-aero stomper; Micro Tunneling (above ground tunnel); Power concrete curing machine operator; Power concrete saw operator; Power-driven jumbo form setter operator; Power sweeper operator; Rock Wheel Saw/Trencher; Roller operator (compacting); Screed operator (asphalt or concrete); Trenching machine operator (up to 6 ft.); Vacuum or much truck

GROUP 5: Equipment Greaser (Grease Truck/Multi Shift).

GROUP 6: Articulating material hauler; Asphalt plant engineer; Batch plant operator; Bit sharpener; Concrete joint machine operator (canal and similar type); Concrete planer operator; Dandy digger; Deck engine operator; Derrickman (oilfield type); Drilling machine operator, bucket or auger types (Calweld 100 bucket or similar types - Watson 1000 auger or similar types - Texoma 330, 500 or 600 auger or similar types - drilling depth of 45' maximum); Drilling machine operator; Hydrographic seeder machine operator (straw, pulp or seed), Jackson track maintainer, or similar type; Kalamazoo Switch tamper, or similar type; Machine tool operator; Maginnis internal full slab vibrator, Mechanical berm, curb or gutter (concrete or asphalt); Mechanical finisher operator (concrete, Clary-Johnson-Bidwell or similar); Micro tunnel system (below ground); Pavement breaker operator (truck mounted); Road oil mixing machine operator; Roller operator (asphalt or finish), rubber-tired earth moving equipment (single engine, up to and including 25 yds. struck); Self-propelled tar pipelining machine operator; Skiploader operator

(crawler and wheel type, over 3/4 yd. and up to and including 1-1/2 yds.); Slip form pump operator (power driven hydraulic lifting device for concrete forms); Tractor operator-bulldozer, tamper-scraper (single engine, up to 100 h.p. flywheel and similar types, up to and including D-5 and similar types); Tugger hoist operator (1 drum); Ultra high pressure waterjet cutting tool system operator; Vacuum blasting machine operator

GROUP 8: Asphalt or concrete spreading operator (tamping or finishing); Asphalt paving machine operator (Barber Greene or similar type); Asphalt-rubber distribution operator; Backhoe operator (up to and including 3/4 yd.), small ford, Case or similar; Cast-in-place pipe laying machine operator; Combination mixer and compressor operator (gunite work); Compactor operator (self-propelled); Concrete mixer operator (paving); Crushing plant operator; Drill Doctor; Drilling machine operator, Bucket or auger types (Calweld 150 bucket or similar types - Watson 1500, 2000 2500 auger or similar types - Texoma 700, 800 auger or similar types - drilling depth of 60' maximum); Elevating grader operator; Grade checker; Gradall operator; Grouting machine operator; Heavy-duty repairman; Heavy equipment robotics operator; Kalamazoo balliste regulator or similar type; Kolman belt loader and similar type; Le Tourneau blob compactor or similar type; Loader operator (Athey, Euclid, Sierra and similar types); Mobark Chipper or similar; Ozzie padder or similar types; P.C. slot saw; Pneumatic concrete placing machine operator (Hackley-Presswell or similar type); Pumpcrete gun operator; Rock Drill or similar types; Rotary drill operator (excluding caisson type); Rubber-tired earth-moving equipment operator (single engine, caterpillar, Euclid, Athey Wagon and similar types with any and all attachments over 25 yds. up to and including 50 cu. yds. struck); Rubber-tired earth-moving equipment operator (multiple engine up to and including 25 yds. struck); Rubber-tired scraper operator (self-loading paddle wheel type-John Deere, 1040 and similar single unit); Self-propelled curb and gutter machine operator; Shuttle buggy; Skiploader operator (crawler and wheel type over 1-1/2 yds. up to and including 6-1/2 yds.); Soil remediation plant operator; Surface heaters and planer operator; Tractor compressor drill combination operator; Tractor operator (any type larger than D-5 - 100 flywheel h.p. and over, or similar-bulldozer, tamper, scraper and push tractor single engine); Tractor operator (boom attachments), Traveling pipe wrapping, cleaning and bending machine operator; Trenching machine operator (over 6 ft. depth capacity, manufacturer's rating); trenching Machine with Road Miner attachment (over 6 ft depth capacity): Ultra high pressure waterjet cutting tool system mechanic; Water pull (compaction) operator

GROUP 9: Heavy Duty Repairman

GROUP 10: Drilling machine operator, Bucket or auger types (Calweld 200 B bucket or similar types-Watson 3000 or 5000 auger or similar types-Texoma 900 auger or similar types-drilling depth of 105' maximum); Dual drum mixer, dynamic compactor LDC350 (or similar types); Monorail

locomotive operator (diesel, gas or electric); Motor patrol-blade operator (single engine); Multiple engine tractor operator (Euclid and similar type-except Quad 9 cat.); Rubber-tired earth-moving equipment operator (single engine, over 50 yds. struck); Pneumatic pipe ramming tool and similar types; Prestressed wrapping machine operator; Rubber-tired earth-moving equipment operator (single engine, over 50 yds. struck); Rubber tired earth moving equipment operator (multiple engine, Euclid, caterpillar and similar over 25 yds. and up to 50 yds. struck), Tower crane repairman; Tractor loader operator (crawler and wheel type over 6-1/2 yds.); Woods mixer operator (and similar Pugmill equipment)

GROUP 11: Heavy Duty Repairman - Welder Combination, Welder - Certified.

GROUP 12: Auto grader operator; Automatic slip form operator; Drilling machine operator, bucket or auger types (Calweld, auger 200 CA or similar types - Watson, auger 6000 or similar types - Hughes Super Duty, auger 200 or similar types - drilling depth of 175' maximum); Hoe ram or similar with compressor; Mass excavator operator less tha 750 cu. yards; Mechanical finishing machine operator; Mobile form traveler operator; Motor patrol operator (multi-engine); Pipe mobile machine operator; Rubber-tired earth- moving equipment operator (multiple engine, Euclid, Caterpillar and similar type, over 50 cu. yds. struck); Rubber-tired self- loading scraper operator (paddle-wheel-auger type self-loading - two (2) or more units)

GROUP 13: Rubber-tired earth-moving equipment operator operating equipment with push-pull system (single engine, up to and including 25 yds. struck)

GROUP 14: Canal liner operator; Canal trimmer operator; Remote- control earth-moving equipment operator (operating a second piece of equipment: \$1.00 per hour additional); Wheel excavator operator (over 750 cu. yds.)

GROUP 15: Rubber-tired earth-moving equipment operator, operating equipment with push-pull system (single engine, Caterpillar, Euclid, Athey Wagon and similar types with any and all attachments over 25 yds. and up to and including 50 yds. struck); Rubber-tired earth-moving equipment operator, operating equipment with push-pull system (multiple engine-up to and including 25 yds. struck)

GROUP 16: Rubber-tired earth-moving equipment operator, operating equipment with push-pull system (single engine, over 50 yds. struck); Rubber-tired earth-moving equipment operator, operating equipment with push-pull system (multiple engine, Euclid, Caterpillar and similar, over 25 yds. and up to 50 yds. struck)

GROUP 17: Rubber-tired earth-moving equipment operator, operating equipment with push-pull system (multiple engine, Euclid, Caterpillar and similar, over 50 cu. yds. struck); Tandem tractor operator (operating crawler type tractors in tandem - Quad 9 and similar type)

GROUP 18: Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps and similar types in any combination, excluding compaction units - single engine, up to and including 25 yds. struck)

GROUP 19: Rotex concrete belt operator (or similar types); Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps and similar types in any combination, excluding compaction units - single engine, Caterpillar, Euclid, Athey Wagon and similar types with any and all attachments over 25 yds. and up to and including 50 cu. yds. struck); Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps and similar types in any combination, excluding compaction units - multiple engine, up to and including 25 yds. struck)

GROUP 20: Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps and similar types in any combination, excluding compaction units - single engine, over 50 yds. struck); Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps, and similar types in any combination, excluding compaction units - multiple engine, Euclid, Caterpillar and similar, over 25 yds. and up to 50 yds. struck)

GROUP 21: Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps and similar types in any combination, excluding compaction units - multiple engine, Euclid, Caterpillar and similar type, over 50 cu. yds. struck)

GROUP 22: Rubber-tired earth-moving equipment operator, operating equipment with the tandem push-pull system (single engine, up to and including 25 yds. struck)

GROUP 23: Rubber-tired earth-moving equipment operator, operating equipment with the tandem push-pull system (single engine, Caterpillar, Euclid, Athey Wagon and similar types with any and all attachments over 25 yds. and up to and including 50 yds. struck); Rubber-tired earth-moving equipment operator, operating with the tandem push-pull system (multiple engine, up to and including 25 yds. struck)

GROUP 24: Rubber-tired earth-moving equipment operator, operating equipment with the tandem push-pull system (single engine, over 50 yds. struck); Rubber-tired earth-moving equipment operator, operating equipment with the tandem push-pull system (multiple engine, Euclid, Caterpillar and similar, over 25 yds. and up to 50 yds. struck)

GROUP 25: Concrete pump operator-truck mounted; Rubber-tired earth-moving equipment operator, operating equipment with the tandem push-pull system (multiple engine, Euclid, Caterpillar and similar type, over 50 cu. yds. struck)

CRANES, PILEDIVING AND HOISTING EQUIPMENT CLASSIFICATIONS

GROUP 1: Engineer oiler; Fork lift operator (includes loed, lull or similar types)

GROUP 2: Truck crane oiler

GROUP 3: A-frame or winch truck operator; Ross carrier operator (jobsite)

GROUP 4: Bridge-type unloader and turntable operator; Helicopter hoist operator

GROUP 5: Hydraulic boom truck; Stinger crane (Austin-Western or similar type); Tugger hoist operator (1 drum)

GROUP 6: Bridge crane operator; Cretor crane operator; Hoist operator (Chicago boom and similar type); Lift mobile operator; Lift slab machine operator (Vagtborg and similar types); Material hoist and/or manlift operator; Polar gantry crane operator; Self Climbing scaffold (or similar type); Shovel, backhoe, dragline, clamshell operator (over 3/4 yd. and up to 5 cu. yds. mrc); Tugger hoist operator

GROUP 7: Pedestal crane operator; Shovel, backhoe, dragline, clamshell operator (over 5 cu. yds. mrc); Tower crane repair; Tugger hoist operator (3 drum)

GROUP 8: Crane operator (up to and including 25 ton capacity); Crawler transporter operator; Derrick barge operator (up to and including 25 ton capacity); Hoist operator, stiff legs, Guy derrick or similar type (up to and including 25 ton capacity); Shovel, backhoe, dragline, clamshell operator (over 7 cu. yds., M.R.C.)

GROUP 9: Crane operator (over 25 tons and up to and including 50 tons mrc); Derrick barge operator (over 25 tons up to and including 50 tons mrc); Highline cableway operator; Hoist operator, stiff legs, Guy derrick or similar type (over 25 tons up to and including 50 tons mrc); K-crane operator; Polar crane operator; Self erecting tower crane operator maximum lifting capacity ten tons

GROUP 10: Crane operator (over 50 tons and up to and including 100 tons mrc); Derrick barge operator (over 50 tons up to and including 100 tons mrc); Hoist operator, stiff legs, Guy derrick or similar type (over 50 tons up to and including 100 tons mrc), Mobile tower crane operator (over 50 tons, up to and including 100 tons M.R.C.); Tower crane operator and tower gantry

GROUP 11: Crane operator (over 100 tons and up to and including 200 tons mrc); Derrick barge operator (over 100 tons up to and including 200 tons mrc); Hoist operator, stiff legs, Guy derrick or similar type (over 100 tons up to and including 200 tons mrc); Mobile tower crane operator (over 100 tons up to and including 200 tons mrc)

GROUP 12: Crane operator (over 200 tons up to and including 300 tons mrc); Derrick barge operator (over 200 tons up to and including 300 tons mrc); Hoist operator, stiff legs,

VA101-18-R-0562

Guy derrick or similar type (over 200 tons, up to and including 300 tons mrc); Mobile tower crane operator (over 200 tons, up to and including 300 tons mrc)

GROUP 13: Crane operator (over 300 tons); Derrick barge operator (over 300 tons); Helicopter pilot; Hoist operator, stiff legs, Guy derrick or similar type (over 300 tons); Mobile tower crane operator (over 300 tons)

TUNNEL CLASSIFICATIONS

GROUP 1: Skiploader (wheel type up to 3/4 yd. without attachment)

GROUP 2: Power-driven jumbo form setter operator

GROUP 3: Dinkey locomotive or motorperson (up to and including 10 tons)

GROUP 4: Bit sharpener; Equipment greaser (grease truck); Slip form pump operator (power-driven hydraulic lifting device for concrete forms); Tugger hoist operator (1 drum); Tunnel locomotive operator (over 10 and up to and including 30 tons)

GROUP 5: Backhoe operator (up to and including 3/4 yd.); Small Ford, Case or similar; Drill doctor; Grouting machine operator; Heading shield operator; Heavy-duty repairperson; Loader operator (Athey, Euclid, Sierra and similar types); Mucking machine operator (1/4 yd., rubber-tired, rail or track type); Pneumatic concrete placing machine operator (Hackley-Presswell or similar type); Pneumatic heading shield (tunnel); Pumpcrete gun operator; Tractor compressor drill combination operator; Tugger hoist operator (2 drum); Tunnel locomotive operator (over 30 tons)

GROUP 6: Heavy Duty Repairman

GROUP 7: Tunnel mole boring machine operator

ENGINEERS ZONES

\$1.00 additional per hour for all of IMPERIAL County and the portions of KERN, RIVERSIDE & SAN BERNARDINO Counties as defined below:

That area within the following Boundary: Begin in San Bernardino County, approximately 3 miles NE of the intersection of I-15 and the California State line at that point which is the NW corner of Section 1, T17N,m R14E, San Bernardino Meridian. Continue W in a straight line to that point which is the SW corner of the northwest quarter of Section 6, T27S, R42E, Mt. Diablo Meridian. Continue North to the intersection with the Inyo County Boundary at that point which is the NE corner of the western half of the northern quarter of Section 6, T25S, R42E, MDM. Continue W along the Inyo and San Bernardino County boundary until the intersection with Kern County, as that point which is the SE corner of Section 34, T24S, R40E, MDM. Continue W along the Inyo and Kern County boundary until the intersection with Tulare County, at that

point which is the SW corner of the SE quarter of Section 32, T24S, R37E, MDM. Continue W along the Kern and Tulare County boundary, until that point which is the NW corner of T25S, R32E, MDM. Continue S following R32E lines to the NW corner of T31S, R32E, MDM. Continue W to the NW corner of T31S, R31E, MDM. Continue S to the SW corner of T32S, R31E, MDM. Continue W to SW corner of SE quarter of Section 34, T32S, R30E, MDM. Continue S to SW corner of T11N, R17W, SBM. Continue E along south boundary of T11N, SBM to SW corner of T11N, R7W, SBM. Continue S to SW corner of T9N, R7W, SBM. Continue E along south boundary of T9N, SBM to SW corner of T9N, R1E, SBM. Continue S along west boundary of R1E, SMB to Riverside County line at the SW corner of T1S, R1E, SBM. Continue E along south boundary of T1S, SBM (Riverside County Line) to SW corner of T1S, R10E, SBM. Continue S along west boundary of R10E, SBM to Imperial County line at the SW corner of T8S, R10E, SBM. Continue W along Imperial and Riverside county line to NW corner of T9S, R9E, SBM. Continue S along the boundary between Imperial and San Diego Counties, along the west edge of R9E, SBM to the south boundary of Imperial County/California state line. Follow the California state line west to Arizona state line, then north to Nevada state line, then continuing NW back to start at the point which is the NW corner of Section 1, T17N, R14E, SBM

\$1.00 additional per hour for portions of SAN LUIS OBISPO, KERN, SANTA BARBARA & VENTURA as defined below:

That area within the following Boundary: Begin approximately 5 miles north of the community of Cholame, on the Monterey County and San Luis Obispo County boundary at the NW corner of T25S, R16E, Mt. Diablo Meridian. Continue south along the west side of R16E to the SW corner of T30S, R16E, MDM. Continue E to SW corner of T30S, R17E, MDM. Continue S to SW corner of T31S, R17E, MDM. Continue E to SW corner of T31S, R18E, MDM. Continue S along West side of R18E, MDM as it crosses into San Bernardino Meridian numbering area and becomes R30W. Follow the west side of R30W, SBM to the SW corner of T9N, R30W, SBM. Continue E along the south edge of T9N, SBM to the Santa Barbara County and Ventura County boundary at that point which is the SW corner of Section 34. T9N, R24W, SBM, continue S along the Ventura County line to that point which is the SW corner of the SE quarter of Section 32, T7N, R24W, SBM. Continue E along the south edge of T7N, SBM to the SE corner to T7N, R21W, SBM. Continue N along East side of R21W, SBM to Ventura County and Kern County boundary at the NE corner of T8N, R21W. Continue W along the Ventura County and Kern County boundary to the SE corner of T9N, R21W. Continue North along the East edge of R21W, SBM to the NE corner of T12N, R21W, SBM. Continue West along the north edge of T12N, SBM to the SE corner of T32S, R21E, MDM. [T12N SBM is a think strip between T11N SBM and T32S MDM]. Continue North along the East side of R21E, MDM to the Kings County and Kern County border at the NE corner of T25S, R21E, MDM, continue West along the Kings County and Kern County Boundary until the intersection of San Luis Obispo County. Continue west along the Kings County and San Luis Obispo County boundary until the intersection with Monterey County. Continue West along the Monterey County and San Luis Obispo County boundary to the beginning point at the NW corner of T25S, R16E, MDM.

\$2.00 additional per hour for INYO and MONO Counties and the Northern portion of SAN BERNARDINO County as defined below:

That area within the following Boundary: Begin at the intersection of the northern boundary of Mono County and the California state line at the point which is the center of Section 17, T10N, R22E, Mt. Diablo Meridian. Continue S then SE along the entire western boundary of Mono County, until it reaches Inyo County at the point which is the NE corner of the Western half of the NW quarter of Section 2, T8S, R29E, MDM. Continue SSE along the entire western boundary of Inyo County, until the intersection with Kern County at the point which is the SW corner of the SE 1/4 of Section 32, T24S, R37E, MDM. Continue E along the Inyo and Kern County boundary until the intersection with San Bernardino County at that point which is the SE corner of section 34, T24S, R40E, MDM. Continue E along the Inyo and San Bernardino County boundary until the point which is the NE corner of the Western half of the NW quarter of Section 6, T25S, R42E, MDM. Continue S to that point which is the SW corner of the NW quarter of Section 6, T27S, R42E, MDM. Continue E in a straight line to the California and Nevada state border at the point which is the NW corner of Section 1, T17N, R14E, San Bernardino Meridian. Then continue NW along the state line to the starting point, which is the center of Section 18, T10N, R22E, MDM.

REMAINING AREA NOT DEFINED ABOVE RECIEVES BASE RATE

 ENGI0012-004 08/01/2015

	Rates	Fringes
OPERATOR: Power Equipment		
(DREDGING)		
(1) Leverman.....	\$ 49.50	23.60
(2) Dredge dozer.....	\$ 43.53	23.60
(3) Deckmate.....	\$ 43.42	23.60
(4) Winch operator (stern winch on dredge).....	\$ 42.87	23.60
(5) Fireman-Oiler, Deckhand, Bargeman, Leveehand.....	\$ 42.33	23.60
(6) Barge Mate.....	\$ 42.94	23.60

 IRON0377-002 01/01/2019

	Rates	Fringes
Ironworkers:		
Fence Erector.....	\$ 32.58	23.41
Ornamental, Reinforcing and Structural.....	\$ 39.00	32.05

PREMIUM PAY:

\$6.00 additional per hour at the following locations:

China Lake Naval Test Station, Chocolate Mountains Naval Reserve-Niland, Edwards AFB, Fort Irwin Military Station, Fort Irwin Training Center-Goldstone, San Clemente Island, San Nicholas Island, Susanville Federal Prison, 29 Palms - Marine Corps, U.S. Marine Base - Barstow, U.S. Naval Air Facility - Sealey, Vandenberg AFB

\$4.00 additional per hour at the following locations:

Army Defense Language Institute - Monterey, Fallon Air Base, Naval Post Graduate School - Monterey, Yermo Marine Corps Logistics Center

\$2.00 additional per hour at the following locations:

Port Hueneme, Port Mugu, U.S. Coast Guard Station - Two Rock

LABO0300-001 07/01/2018

	Rates	Fringes
Brick Tender.....	\$ 32.26	18.40

LABO0300-003 07/01/2018

	Rates	Fringes
LABORER (TUNNEL)		
GROUP 1.....	\$ 40.19	19.07
GROUP 2.....	\$ 40.51	19.07
GROUP 3.....	\$ 40.97	19.07
GROUP 4.....	\$ 41.66	19.07
LABORER		
GROUP 1.....	\$ 34.24	19.07
GROUP 2.....	\$ 34.79	19.07
GROUP 3.....	\$ 35.34	19.07
GROUP 4.....	\$ 36.89	19.07
GROUP 5.....	\$ 37.24	19.07

LABORER CLASSIFICATIONS

GROUP 1: Cleaning and handling of panel forms; Concrete screeding for rough strike-off; Concrete, water curing; Demolition laborer, the cleaning of brick if performed by a worker performing any other phase of demolition work, and the cleaning of lumber; Fire watcher, limber, brush loader, piler and debris handler; Flag person; Gas, oil and/or water pipeline laborer; Laborer, asphalt-rubber material loader; Laborer, general or construction; Laborer, general clean-up; Laborer, landscaping; Laborer, jetting; Laborer, temporary water and air lines; Material hose operator (walls, slabs, floors and decks); Plugging, filling of shee bolt holes; Dry packing of concrete; Railroad maintenance, repair track person and road beds; Streetcar and railroad construction track laborers; Rigging and signaling; Scaler; Slip form raiser; Tar and mortar; Tool crib or tool house laborer; Traffic control by any method; Window cleaner;

Wire mesh pulling - all concrete pouring operations

GROUP 2: Asphalt shoveler; Cement dumper (on 1 yd. or larger mixer and handling bulk cement); Cesspool digger and installer; Chucktender; Chute handler, pouring concrete, the handling of the chute from readymix trucks, such as walls, slabs, decks, floors, foundation, footings, curbs, gutters and sidewalks; Concrete curer, impervious membrane and form oiler; Cutting torch operator (demolition); Fine grader, highways and street paving, airport, runways and similar type heavy construction; Gas, oil and/or water pipeline wrapper - pot tender and form person; Guinea chaser; Headerboard person - asphalt; Laborer, packing rod steel and pans; Membrane vapor barrier installer; Power broom sweeper (small); Riprap stonepaver, placing stone or wet sacked concrete; Roto scraper and tiller; Sandblaster (pot tender); Septic tank digger and installer(lead); Tank scaler and cleaner; Tree climber, faller, chain saw operator, Pittsburgh chipper and similar type brush shredder; Underground laborer, including caisson bellower

GROUP 3: Buggymobile person; Concrete cutting torch; Concrete pile cutter; Driller, jackhammer, 2-1/2 ft. drill steel or longer; Dri-pak-it machine; Gas, oil and/or water pipeline wrapper, 6-in. pipe and over, by any method, inside and out; High scaler (including drilling of same); Hydro seeder and similar type; Impact wrench multi-plate; Kettle person, pot person and workers applying asphalt, lay-kold, creosote, lime caustic and similar type materials ("applying" means applying, dipping, brushing or handling of such materials for pipe wrapping and waterproofing); Operator of pneumatic, gas, electric tools, vibrating machine, pavement breaker, air blasting, come-alongs, and similar mechanical tools not separately classified herein; Pipelayer's backup person, coating, grouting, making of joints, sealing, caulking, diapering and including rubber gasket joints, pointing and any and all other services; Rock slinger; Rotary scarifier or multiple head concrete chipping scarifier; Steel headerboard and guideline setter; Tamper, Barko, Wacker and similar type; Trenching machine, hand-propelled

GROUP 4: Asphalt raker, lute person, ironer, asphalt dump person, and asphalt spreader boxes (all types); Concrete core cutter (walls, floors or ceilings), grinder or sander; Concrete saw person, cutting walls or flat work, scoring old or new concrete; Cribber, shorer, lagging, sheeting and trench bracing, hand-guided lagging hammer; Head rock slinger; Laborer, asphalt- rubber distributor boot person; Laser beam in connection with laborers' work; Oversize concrete vibrator operator, 70 lbs. and over; Pipelayer performing all services in the laying and installation of pipe from the point of receiving pipe in the ditch until completion of operation, including any and all forms of tubular material, whether pipe, metallic or non-metallic, conduit and any other stationary type of tubular device used for the conveying of any substance or element, whether water, sewage, solid gas, air, or other product whatsoever and without regard to the nature of material from which the tubular material is fabricated; No-joint pipe and stripping

of same; Prefabricated manhole installer; Sandblaster (nozzle person), water blasting, Porta Shot-Blast

GROUP 5: Blaster powder, all work of loading holes, placing and blasting of all powder and explosives of whatever type, regardless of method used for such loading and placing; Driller: All power drills, excluding jackhammer, whether core, diamond, wagon, track, multiple unit, and any and all other types of mechanical drills without regard to the form of motive power; Toxic waste removal

TUNNEL LABORER CLASSIFICATIONS

GROUP 1: Batch plant laborer; Changehouse person; Dump person; Dump person (outside); Swamper (brake person and switch person on tunnel work); Tunnel materials handling person; Nipper; Pot tender, using mastic or other materials (for example, but not by way of limitation, shotcrete, etc.)

GROUP 2: Chucktender, cabetender; Loading and unloading agitator cars; Vibrator person, jack hammer, pneumatic tools (except driller); Bull gang mucker, track person; Concrete crew, including rodder and spreader

GROUP 3: Blaster, driller, powder person; Chemical grout jet person; Cherry picker person; Grout gun person; Grout mixer person; Grout pump person; Jackleg miner; Jumbo person; Kemper and other pneumatic concrete placer operator; Miner, tunnel (hand or machine); Nozzle person; Operating of troweling and/or grouting machines; Powder person (primer house); Primer person; Sandblaster; Shotcrete person; Steel form raiser and setter; Timber person, retimber person, wood or steel; Tunnel Concrete finisher

GROUP 4: Diamond driller; Sandblaster; Shaft and raise work

LABO0300-005 01/01/2018

	Rates	Fringes
Asbestos Removal Laborer.....	\$ 33.19	17.78

SCOPE OF WORK: Includes site mobilization, initial site cleanup, site preparation, removal of asbestos-containing material and toxic waste, encapsulation, enclosure and disposal of asbestos- containing materials and toxic waste by hand or with equipment or machinery; scaffolding, fabrication of temporary wooden barriers and assembly of decontamination stations.

LABO0345-001 07/01/2018

	Rates	Fringes
LABORER (GUNITE)		
GROUP 1.....	\$ 42.18	18.27
GROUP 2.....	\$ 41.23	18.27
GROUP 3.....	\$ 37.69	18.27

FOOTNOTE: GUNITE PREMIUM PAY: Workers working from a Bosn'n's Chair or suspended from a rope or cable shall receive 40 cents per hour above the foregoing applicable classification rates. Workers doing gunite and/or shotcrete work in a tunnel shall receive 35 cents per hour above the foregoing applicable classification rates, paid on a portal-to-portal basis. Any work performed on, in or above any smoke stack, silo, storage elevator or similar type of structure, when such structure is in excess of 75'-0" above base level and which work must be performed in whole or in part more than 75'-0" above base level, that work performed above the 75'-0" level shall be compensated for at 35 cents per hour above the applicable classification wage rate.

GUNITE LABORER CLASSIFICATIONS

GROUP 1: Rodmen, Nozzlemen

GROUP 2: Gunmen

GROUP 3: Reboundmen

LABO1184-001 07/01/2018

	Rates	Fringes
Laborers: (HORIZONTAL DIRECTIONAL DRILLING)		
(1) Drilling Crew Laborer...	\$ 35.70	14.03
(2) Vehicle Operator/Hauler.	\$ 35.87	14.03
(3) Horizontal Directional Drill Operator.....	\$ 37.72	14.03
(4) Electronic Tracking Locator.....	\$ 39.72	14.03
Laborers: (STRIPING/SLURRY SEAL)		
GROUP 1.....	\$ 35.86	16.21
GROUP 2.....	\$ 37.16	16.21
GROUP 3.....	\$ 39.17	16.21
GROUP 4.....	\$ 40.91	16.21

LABORERS - STRIPING CLASSIFICATIONS

GROUP 1: Protective coating, pavement sealing, including repair and filling of cracks by any method on any surface in parking lots, game courts and playgrounds; carstops; operation of all related machinery and equipment; equipment repair technician

GROUP 2: Traffic surface abrasive blaster; pot tender - removal of all traffic lines and markings by any method (sandblasting, waterblasting, grinding, etc.) and preparation of surface for coatings. Traffic control person: controlling and directing traffic through both conventional and moving lane closures; operation of all related machinery and equipment

GROUP 3: Traffic delineating device applicator: Layout and application of pavement markers, delineating signs, rumble and traffic bars, adhesives, guide markers, other traffic delineating devices including traffic control. This category includes all traffic related surface preparation (sandblasting, waterblasting, grinding) as part of the application process. Traffic protective delineating system installer: removes, relocates, installs, permanently affixed roadside and parking delineation barricades, fencing, cable anchor, guard rail, reference signs, monument markers; operation of all related machinery and equipment; power broom sweeper

GROUP 4: Striper: layout and application of traffic stripes and markings; hot thermo plastic; tape traffic stripes and markings, including traffic control; operation of all related machinery and equipment

LABO1414-001 08/08/2018

	Rates	Fringes
LABORER		
PLASTER CLEAN-UP LABORER....	\$ 33.82	19.40
PLASTER TENDER.....	\$ 36.37	19.40

Work on a swing stage scaffold: \$1.00 per hour additional.

PAIN0036-001 07/01/2018

	Rates	Fringes
Painters: (Including Lead Abatement)		
(1) Repaint (excludes San Diego County).....	\$ 27.59	14.92
(2) All Other Work.....	\$ 31.12	15.04

REPAINT of any previously painted structure. Exceptions: work involving the aerospace industry, breweries, commercial recreational facilities, hotels which operate commercial establishments as part of hotel service, and sports facilities.

PAIN0036-006 10/01/2018

	Rates	Fringes
DRYWALL FINISHER/TAPER		
Antelope Valley North of the following Boundary:		
Kern County Line to Hwy. #5, South on Hwy. #5 to Hwy. N2, East on N2 to Palmdale Blvd., to Hwy. #14, South to Hwy. #18, East to Hwy. #395.....		
	\$ 36.05	19.22
Remainder of Los Angeles		

County.....	\$ 40.18	19.22

PAIN0036-015 06/01/2018		
	Rates	Fringes
GLAZIER.....	\$ 42.20	25.50
FOOTNOTE: Additional \$1.25 per hour for work in a condor, from the third (3rd) floor and up Additional \$1.25 per hour for work on the outside of the building from a swing stage or any suspended contrivance, from the ground up		

PAIN1247-002 05/01/2018		
	Rates	Fringes
SOFT FLOOR LAYER.....	\$ 33.85	14.56

PLAS0200-009 08/01/2018		
	Rates	Fringes
PLASTERER.....	\$ 36.86	18.00

PLAS0500-002 07/01/2018		
	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER....	\$ 35.75	22.48

PLUM0016-001 09/01/2018		
	Rates	Fringes
PLUMBER/PIPEFITTER		
Plumber and Pipefitter		
All other work except		
work on new additions and		
remodeling of bars,		
restaurant, stores and		
commercial buildings not		
to exceed 5,000 sq. ft.		
of floor space and work		
on strip malls, light		
commercial, tenant		
improvement and remodel		
work.....	\$ 50.13	22.16
Work ONLY on new additions		
and remodeling of bars,		
restaurant, stores and		
commercial buildings not		
to exceed 5,000 sq. ft. of		
floor space.....	\$ 48.58	21.18
Work ONLY on strip malls,		
light commercial, tenant		
improvement and remodel		
work.....	\$ 37.10	19.51

VA101-18-R-0562

PLUM0078-001 07/01/2016

	Rates	Fringes
PLUMBER		
Landscape/Irrigation Fitter.\$	44.16	25.19
Sewer & Storm Drain Work....\$	44.16	25.19

 ROOF0036-002 08/01/2018

	Rates	Fringes
ROOFER.....	\$ 38.12	16.97

FOOTNOTE: Pitch premium: Work on which employees are exposed to pitch fumes or required to handle pitch, pitch base or pitch impregnated products, or any material containing coal tar pitch, the entire roofing crew shall receive \$1.75 per hour "pitch premium" pay.

 SFCA0669-013 04/01/2018

DOES NOT INCLUDE THE CITY OF POMONA, CATALINA ISLAND, AND THAT PART OF LOS ANGELES COUNTY WITHIN 25 MILES OF THE CITY LIMITS OF LOS ANGELES:

	Rates	Fringes
SPRINKLER FITTER.....	\$ 38.85	21.87

 SFCA0709-005 01/01/2018

THE CITY OF POMOMA, CATALINA ISLAND, AND THAT PART OF LOS ANGELES COUNTY WITHIN 25 MILES OF THE CITY LIMITS OF LOS ANGELES:

	Rates	Fringes
SPRINKLER FITTER (Fire).....	\$ 42.26	25.92

 SHEE0105-002 01/01/2019

LOS ANGELES (South of a straight line between gorman and Big Pines including Catalina Island)

	Rates	Fringes
SHEET METAL WORKER		
(1) Light Commercial: Work on general sheet metal and heating and AC up to 4000 sq ft.....	\$ 26.57	10.42
(2) Modernization : Excluding New Construction - Under 5000 sq. ft. Does not include modification,		

VA101-18-R-0562

upgrades, energy management, or conservation improvements of central heating and AC equipment.....	\$ 44.28	28.46
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SHEE0105-003 01/01/2019

LOS ANGELES (South of a straight line drawn between Gorman and Big Pines)and Catalina Island, INYO, KERN (Northeast part, East of Hwy 395), MONO ORANGE, RIVERSIDE, AND SAN BERNARDINO COUNTIES

	Rates	Fringes
SHEET METAL WORKER		
(1) Commercial - New Construction and Remodel work.....	\$ 44.28	28.46
(2) Industrial work including air pollution control systems, noise abatement, hand rails, guard rails, excluding aritechtural sheet metal work, excluding A-C, heating, ventilating systems for human comfot...	\$ 44.28	28.46

SHEE0105-004 08/01/2018

KERN (Excluding portion East of Hwy 395) & LOS ANGELES (North of a straight line drawn between Gorman and Big Pines including Cities of Lancaster and Palmdale) COUNTIES

	Rates	Fringes
SHEET METAL WORKER.....	\$ 33.88	27.49

TEAM0011-002 07/01/2018

	Rates	Fringes
TRUCK DRIVER		
GROUP 1.....	\$ 30.59	28.59
GROUP 2.....	\$ 30.74	28.59
GROUP 3.....	\$ 30.87	28.59
GROUP 4.....	\$ 31.06	28.59
GROUP 5.....	\$ 31.09	28.59
GROUP 6.....	\$ 31.12	28.59
GROUP 7.....	\$ 31.37	28.59
GROUP 8.....	\$ 31.62	28.59
GROUP 9.....	\$ 31.82	28.59
GROUP 10.....	\$ 32.12	28.59
GROUP 11.....	\$ 32.62	28.59
GROUP 12.....	\$ 33.05	28.59

WORK ON ALL MILITARY BASES:
PREMIUM PAY: \$3.00 per hour additional.

[29 palms Marine Base, Camp Roberts, China Lake, Edwards AFB, El Centro Naval Facility, Fort Irwin, Marine Corps Logistics Base at Nebo & Yermo, Mountain Warfare Training Center, Bridgeport, Point Arguello, Point Conception, Vandenberg AFB]

TRUCK DRIVERS CLASSIFICATIONS

GROUP 1: Truck driver

GROUP 2: Driver of vehicle or combination of vehicles - 2 axles; Traffic control pilot car excluding moving heavy equipment permit load; Truck mounted broom

GROUP 3: Driver of vehicle or combination of vehicles - 3 axles; Boot person; Cement mason distribution truck; Fuel truck driver; Water truck - 2 axle; Dump truck, less than 16 yds. water level; Erosion control driver

GROUP 4: Driver of transit mix truck, under 3 yds.; Dumpcrete truck, less than 6-1/2 yds. water level

GROUP 5: Water truck, 3 or more axles; Truck greaser and tire person (\$0.50 additional for tire person); Pipeline and utility working truck driver, including winch truck and plastic fusion, limited to pipeline and utility work; Slurry truck driver

GROUP 6: Transit mix truck, 3 yds. or more; Dumpcrete truck, 6-1/2 yds. water level and over; Vehicle or combination of vehicles - 4 or more axles; Oil spreader truck; Dump truck, 16 yds. to 25 yds. water level

GROUP 7: A Frame, Swedish crane or similar; Forklift driver; Ross carrier driver

GROUP 8: Dump truck, 25 yds. to 49 yds. water level; Truck repair person; Water pull - single engine; Welder

GROUP 9: Truck repair person/welder; Low bed driver, 9 axles or over

GROUP 10: Dump truck - 50 yds. or more water level; Water pull - single engine with attachment

GROUP 11: Water pull - twin engine; Water pull - twin engine with attachments; Winch truck driver - \$1.25 additional when operating winch or similar special attachments

GROUP 12: Boom Truck 17K and above

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)).

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

Union Rate Identifiers

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

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

Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and

the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

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

Union Average Rate Identifiers

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

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

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

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

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

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

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

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

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

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

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

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

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

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END OF GENERAL DECISION

DESIGN BUILD SPECIFICATIONS

4.34 GENDER

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

4.35 CONTRACTOR'S COST BREAKDOWN

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

4.36 SCHEDULE OF PAYMENTS FOR DESIGN SERVICES

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

4.37 OWNERSHIP OF ORIGINAL DOCUMENTS

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

4.438 RETENTION OF REVIEW DOCUMENTS

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

4.39 CONTRACT DRAWINGS AND SPECIFICATIONS GOVERNMENT FURNISHED PLANNING INFORMATION

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

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

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

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

4.480 COORDINATION WITH MEDICAL CENTER

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

4.41 RESPONSIBILITY OF THE DESIGN-BUILD CONTRACTOR

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

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

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

ATTACHMENTS

ATTACHMENT 1 - RELEASE OF CLAIMS

For and in consideration of the payments heretofore made, and payment of final installment now due by reason of performance of Contract No. _____, dated _____, the undersigned Architect-Engineer hereby releases and discharges the United States of America from any and all claims arising under or by virtue of said contract, except as follows: (In this space describe and list in stated amounts excepted claims, if any; otherwise this release will be considered as free of all claims. If no claims reserved, insert None.)

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

Architect-Engineer

BY: _____
(Print or type name under signature)

Title (Print or type)
(End of Clause)

See attached document: Specifications

See attached document: Drawings

See attached document: SOW Dietetics Building 300 Seismic Replacement.

See attached document: Small Business Subcontracting Plan Model