1. SOLICITATION NUMBER

2. TYPE OF SOLICITATION

3. DATE ISSUED

PAGE OF PAGES

4. CONTRACT NUMBER

5. REQUISITION/PURCHASE REQUEST NUMBER

6. PROJECT NUMBER

7. ISSUED BY

CODE

8. ADDRESS OFFER TO

a. NAME

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

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

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

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

12b. CALENDAR DAYS

13. ADDITIONAL SOLICITATION REQUIREMENTS:

STANDARD FORM 1442 (REV. 8/2014)

STANDARD FORM 1442

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

SOLICITATION, OFFER,

AND AWARD

(Construction, Alteration, or Repair)

SOLICITATION

SOLICITATION

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

9. FOR INFORMATION

CALL:

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

SEALED BID (IFB)

NEGOTIATED (RFP)

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

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

calendar days after receiving

award,

notice to proceed. This performance period is

mandatory

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

YES

NO

a.

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

(hour) local time \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (date). If this is a sealed bid solicitation, offers must be publicly opened at that time. Sealed

envelopes containing offers shall be marked to show the offeror's name and address, the solicitation number, the date and time offers are due.

b.

An offer guarantee

is,

is not required.

c.

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

.

d.

Offers providing less than \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ calendar days for Government acceptance after the date offers are due will not be

considered and will be rejected.

1

41

36C25920Q0008

10-08-2019

36C259-19-AP-5553

666-18-01S

36C259

Department of Veterans Affairs

Network Contracting Office

NCO 19

6162 South Willow Drive, Suite 300

Greenwood Village CO 80111

Christina.Beeler-Blackburn@va.gov

Christina Beeler-Blackburn

303-712-5744

The contractor shall furnish all labor, equipment, materials, and supervision to remodel the Police B9 Service Rooms at

the Sheridan VA campus,1898 Fort Road, Sheridan, WY, 82801.

Project magnitude: between $100,000 and $250,000. The NAICS code is 236220 - Small Business size standard is $39.5 M

In accordance with P.L. 109-461, this acquisition is 100% set aside for Service-Disabled Veteran Owned Small Businesses

concerns. See VAAR 852.219-10, Notice of Total Service-Disabled Veteran Owned Small Business Set-Aside of this

solicitation for information in regard to requirements in order to be considered. Offerors must be both VISIBLE and

VERIFIED by the Department of Veterans Affairs Center for Verification and Evaluation (CVE) prior to contract award.

Failure to be both VERIFIED by CVE and VISIBLE on VetBiz prior to contract award will result in the offeror’s

proposal being deemed non-compliant. All offerors are urged to contact the CVE and submit the required

documents to obtain CVE verification of their SDVOSB status if they have not already done so.

In accordance with FAR 52.204-7, System for Award Management (SAM), prospective contractors shall be registered in the

SAM database prior to award of a contract or agreement.

A site visit will be held on October 15, 2019 at 2:30 PM MT. Please meet in building 5, Room 219.

All questions in relation to this solicitation must be submitted in writing via e-mail to

Christina.Beeler-Blackburn@va.gov and received no later than October 17, 2019 at 10:00 AM MT, to permit adequate time

for the Government to reply to inquiries.

Proposals shall be received by 2:00 PM MT on October 23, 2019. There will be no public opening of the proposal.

Submit proposals to: Christina.Beeler-Blackburn@va.gov.

10

180

X

X

52.211.-10

X

10

0

1400

10-23-2019

X

90

14. NAME AND ADDRESS OF OFFEROR

15. TELEPHONE NUMBER

16. REMITTANCE ADDRESS

CODE

FACILITY CODE

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

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

AMOUNTS

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

19. ACKNOWLEDGMENT OF AMENDMENTS

AMENDMENT

NUMBER

DATE.

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

20b. SIGNATURE

20c. OFFER DATE

21. ITEMS ACCEPTED:

22. AMOUNT

23. ACCOUNTING AND APPROPRIATION DATA

24. SUBMIT INVOICES TO ADDRESS SHOWN IN

ITEM

25. OTHER THAN FULL AND OPEN COMPETITION PURSUANT TO

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

)

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

)

26. ADMINISTERED BY

27. PAYMENT WILL BE MADE BY

PHONE:

FAX:

28. NEGOTIATED AGREEMENT

29. AWARD

Your

Contractor agrees

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

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

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

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

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

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

ractual document is necessary.

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

the clauses, representations, certifications, and specifications incorporated

by reference in or attached to this contract.

30a. NAME AND TITLE OF CONTRACTOR OR PERSON AUTHORIZED

31a. NAME OF CONTRACTING OFFICER

TO SIGN

30b. SIGNATURE

30c. DATE

31b. UNITED STATES OF AMERICA

31c. AWARD DATE

BY

**OFFER**

**AWARD**

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

(Include ZIP Code)

(Include area code)

(Include only if different than Item 14.)

(Insert any number equal to or greater than

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

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

(Type or print)

(4 copies unless otherwise specified)

(Type or print)

(Type or print)

(Contractor is required to sign this

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

(Contractor is not required to sign this document.)

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

**(To be completed by Government)**

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

36C259

Department of Veterans Affairs

Network Contracting Office

NCO 19

6162 South Willow Drive, Suite 300

Greenwood Village CO 80111

Department of Veterans Affairs

Financial Service Center

PO Box 149971

Austin TX 78714-9971

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## A.3 BID SCHEDULE

**Bid Schedule**

The contractor shall furnish all labor, equipment, materials, and supervision to remodel the Police Service Rooms at the Sheridan VA campus,1898 Fort Road, Sheridan, WY, 82801.

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| CLIN | Description | Qty | Unit of issue | Firm Fixed Price Lump Sum amount |

0001 **Base Pricing** 1 Job $­­­­­­­­­\_\_\_\_\_\_\_\_\_\_\_\_\_

**(SEE SOW FOR DETAILS)**

Provide all work as described by attached

Plans, specifications, and Wage Determinations

For Veterans Administration project:

**VA Project 666-18-01S: Remodel B9 Police Service**

**Rooms in Building 9 at the Sheridan VAMC** as

Described in the attached scope of work. Price includes

All costs for construction. Cost shall include but not be

Limited to direct and indirect costs including profit,

Overhead, general and administration, insurance, labor,

Bonds, taxes, necessary for 100% completion of the

Project as indicated in the attached SOW. The

Construction performance period is 180 days from

receipt of notice to proceed.

0002 **Alternate 1 Deduct Pricing** 1 Job $­­­\_\_\_\_\_\_\_\_\_\_\_\_\_

**(SEE SOW FOR DETAILS)**

All work in the Base Bid minus any work, labor,

Profit, and overhead related to the remodel of

rooms 302 and 306.

**Grand Total** $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Note: Offerors shall provide prices on the base bid and the deductive alternates. The base bid shall be priced exclusive of the deductive Line Items. The deductive alternate shall have its own price exclusive of the base bid price.

The Government intends to award the base bid if the best value offeror is within funding limitations. If the best value offeror for base bid is not within funding limitations, the Government will award to the best value offeror for the base bid and alternate one if within funding limitations. If not within funding limitations the Government will then award to the best value for the base bid and alternates one. The Government will continue evaluating pricing in this order until within funding limitations.

## A.4 STATEMENT OF WORK

SCOPE OF WORK

**Remodel B9 Police Service Rooms**

**Project Number: 666-18-01S**

**Veterans Affairs (VA) Medical Center, Sheridan, WY**

Statement of Work Introduction:

This project will remodel several VA Police rooms at the Sheridan WY VA Medical Center. Building 9, room 202, which is currently a restroom, will need to be converted into a detained person holding room. Room 200 will be converted from an office into a police locker room. This project will also look at changes to room 204 to allow for improved use for police records storage. Finally, this project will look at the total remodel of the police chief office 302, police captain office 306, main police operations room 201 and the armory 203. A temporary armory will be created in a portion of room 102 for the construction period. This project will be phased in order to maintain police operations using a portion of these rooms throughout construction.

Statement of Work:

1. **General**
   1. This construction project is to be completed within 180-calendar days from date of notice to proceed.
   2. Contractor shall provide equipment, material and labor for demolition, providing a negative pressure environment for work, provide new walls, provide relocated doors, providing upgraded electrical systems, cable management, a new HVAC systems and new room finishes as indicated in the plans and specifications per VA construction standards.
   3. Safety submittals shall be complete prior to the commencement of onsite construction work. Material submittals for each specification area shall be approved prior to ordering materials under that specification area.
   4. Police operations are critical to the running of the medical center and thus the contractor shall work with the COR to make sure there is minimal disruption to police operations during the construction period.
   5. All electrical, carpentry, architectural, mechanical work, product design and project management needed to install these systems will be provided by the contractor. All electrical low, medium or high voltage work will be installed and terminated by the contractor.
      1. No wiring or cabling shall be abandoned in place.
      2. All piping, cabling and wiring shall be labeled.
   6. The contractor shall provide all of their own tools and equipment needed for this project. The contractor shall not plan on using any VA tools or equipment to complete project tasks.
   7. The installation must, at a minimum, be in accordance with all applicable codes indicated in the Department of Veterans Affairs (VA) Design Manuals and VA PUBLICATIONS (Master Construction Specifications, Construction Standards, National Fire Protection Association (NFPA) Underwriters Laboratory, International Building Code IBC 2003, NFPA and National Electric Code (NEC) building codes and standards and VA Information Security Handbook 6500.6, 6550.0 etc.).
   8. Any penetrations through fire or smoke barriers, whether a floor or wall, will be completed to meet VA standards and National Fire Protection Association (NFPA) standards.
   9. The contractor shall inquire through the COR if any doors, frames, and associated hardware are desired to be retained by the VA for reuse elsewhere within the medical center, at the time of removal.
      1. If the VA desires to retain an item, the contractor shall deliver it to a location designated by the VA.
      2. If the VA does not desire to retain an item, the contractor shall dispose of it.
   10. The new components installed shall be tested and commissioned before VA acceptance. Commissioning will be accomplished by a 3rd party contractor hired by the VA. All testing parameters will be provided by the contractor with source references to the COR and 3rd party reviewer before testing begins.
   11. All testing results/reports shall be provided to the COR.
   12. The VA will provide a single utility locate for the project. The contractor shall maintain the utility location markings after the initial locate.
   13. The contractor shall maintain a set of redline drawings throughout the project. At the end of the project, the contractor shall provide the VA and AE with a redlined set of construction drawings, showing any as-built variations from the plans.
   14. The contractor shall accomplish all work laid out in the drawings and specifications.
   15. The contractor shall make mechanical and electrical changes and additions as laid out in the drawings and specifications.
   16. The contractor shall be responsible for obtaining and complying with all environmental permits and commitments required by Federal, State, regional, and local environmental laws and regulations.
2. **Safety and Security**
   1. The contractor shall follow all safety specifications and shall always have an OSHA 30 certified person onsite, at each work location, overseeing the construction.
   2. The contractor shall coordinate the phasing schedule/plan with the COR in order to assure that all sensitive police items are removed from rooms prior to the rooms being turned over the contractor.
   3. The temporary armory location 102 is in an IT Communications room. As such the contractor is required to have at least one contractor person with a PIV badge on site at all times that work is being done in this room. The contractor is encouraged to have several people with PIV badges to ensure no interruption of work.
3. **Temporary Armory**
   1. The contractor shall construct the temporary armory in basement room 102 in phase 1 of the project.
   2. The contractor shall remove the temporary armory and return room 102 to its original condition in phase 3 of the project.
4. **Camera Systems**
   1. Between Phase 1 and Phase 2, the contractor shall relocate all CCTV monitors and associated equipment from room 201 to room 200.
   2. The contractor shall ensure all CCTV equipment is fully functional in room 200.
   3. At the end of Phase 2 the contractor shall move all CCTV monitors and associated equipment back from room 200 to room 201 and shall ensure all the equipment is fully operational.
   4. The contractor shall ensure that the subcontractor working on the CCTV system is certified in the CCTV Milestone system.
5. **Bid Alternates**
   1. Bid alternates shall be separately priced.
      * 1. All work associated with remodeling offices 302 & 306.
6. **End of Statement of Work**

# INSTRUCTIONS, CONDITIONS AND OTHER STATEMENTS TO BIDDERS/OFFERORS

**PART I - INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS**

**PART I/SECTION A – REQUEST FOR QUOTE**

This is a Request for Quote in accordance with FAR Part 13. Potential offerors must follow all instructions in order to be compliant with the solicitation.

It is the responsibility of the offeror to verify that their offer is complete. The offeror is responsible for submitting all required forms and documents with the offer.

The Government will award a single contract resulting from this solicitation to a responsible SDVOSB offeror whose offer conforming to the solicitation will be most advantageous to the Government based on Past Performance and Price.

**I.1A JOINT VENTURES**

If submitting an offer as a joint venture as defined by P.L. 109-461 AND Department of Veterans Affairs I.L. 049-06-4, <http://www.vetbiz.gov/library/jtventure.pdf> , an offeror must provide a copy of the joint venture agreement specific to the project that is consistent with the percentage of required work and net proceed. Additionally, the offeror must provide a breakdown or labor of which is to be performed by the SDVOSB firm and that which is performed by the small business joint venture firm and that which is sub-contracted. All Joint Ventures will be required to be registered and verified as an entity in VETBIZ.

**I.3A SITE VISIT**

A site visit will be held on October 15, 2019 at 2:30 PM Mountain Time (MT) at the Sheridan VA Medical Center, 1898 Fort Road, Sheridan, Wyoming Building 5, Room 219. All offerors, consultants, subcontractors, manufacturers and suppliers are encouraged to attend this meeting to familiarize themselves with the project, and project site. See FAR Clause 52.236-3, Site Investigation and Conditions Affecting the Work, and FAR Provision 52.236-27, Site Visit (Construction) of this solicitation.

**I.4A SELECTION CRITERIA/QUOTE PREPARATION INSTRUCTIONS**

**Quotes will be evaluated in accordance with FAR 13.106 Simplified Acquisition Procedures**

Award will be made based on the following factors:

Factor 1 – Past Performance

Factor 2 – Safety

Factor 3-- Price

Offerors are encouraged to provide their best offers with the past performance information requested for evaluation. The Government, based on the offered material presented, will award to the offeror that best demonstrates to be most advantageous for the Government.

**Factor 1 - Past Performance:** Offerors shall provide past performance information on two (2) federal, state, local government or private contract of similar type, scope, size and complexity. For purposes of this evaluation, a relevant project is further defined as experience with restoration in a hospital environment. Project shall have a minimum amount of $25,000.00 or more and completed within the past five years from the date of issuance of this RFQ. If a completed Contractor Performance Assessment Reporting System (CPARS) evaluation is available, it shall be submitted with the quote. The Government may also evaluate recent and relevant past performance, based upon sources available to the contracting officer that may include Past Performance Information Retrieval System (PPIRS), Federal Awardee Performance and Integrity Information System (FAPIIS) and Electronic Subcontract Reporting System (eSRS). IF THE OFFEROR CANNOT PROVIDE A CPARS FOR PROJECTS LISTED IN FACTOR 1, then the offeror shall submit Past Performance Questionnaires (PPQ).

Completed PPQs should be submitted directly from your client via email to Christina Beeler-Blackburn at [Christina.Beeler-Blackburn@va.gov](mailto:Christina.Beeler-Blackburn@va.gov).   If you have any questions, please contact Christina Beeler-Blackburn at 303-712-5744. If the offeror is unable to contact a client for a project(s) before closing date, the offeror should complete and submit with the quote the first page of the PPQ, which will provide contract and client information for the respective project(s). Offerors should follow-up with clients/references to ensure timely submittal of questionnaires.

**Basis of Evaluation:** Past Performance will be evaluated in accordance with FAR 13.106-2 and award will be made to the offeror presenting the best value to the Government.

**Factor 2 – Safety**

(a) Solicitation Submittal Requirements:

The Offeror shall submit the following information: (For a partnership or joint venture, the following submittal requirements are required for each Contractor who is part of the partnership or joint venture and for the entity itself. EMR shall not be submitted for subcontractors.)

1. OSHA or EPA Violation(s):

Offerors shall provide Summary of Work-Related Injuries and Illnesses, affirming that the

Offeror has no more than three serious, or one repeat, or one willful OSHA or EPA violation(s) in the past 3 years

(2) Experience Modification Rate (EMR):

Offerors shall provide documentation to show that the offeror has an Experience Modification Rate (EMR) of equal to or less than 1.0.

(b) Basis of Evaluation: The Government will evaluate the documentation to ensure that the contractor has no more than three serious, or one repeat, or one willful OSHA or EPA violations(s) in the past three years; and must have an Experience Modification Rate (EMR) of equal to or less than 1.0.

**Factor 3 - Price:** Offerors shall provide pricing as requested in the Schedule of Service identified within the SF1442

**Basis of Evaluation**: The Government will evaluate price based on the total price. Total price consists of the basic requirements. Analysis will be performed by one or more of the following techniques to ensure a fair and reasonable price:

• Comparison of quoted prices received in response to the RFQ

• Comparison of quoted prices with the IGCE.

• Comparison of quoted prices with available historical information.

The Government will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the Government, price and other factors considered.

**PART I/SECTION B - INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS**

**I.1B COST RANGE:** Between $100,000 and $250,000

**I.2B GENDER:** Wherever the masculine gender is used in this solicitation and contract documents, it shall be considered to include both masculine and feminine.

**I.3B METRIC PRODUCTS:**

Products manufactured to metric dimensions will be considered on an equal basis with those manufactured using inch-pound units, providing they fall within the tolerance specified using conversion tables contained in the latest revision of Federal Standard No. 376, and all other requirements of this document are met.

If a product is manufactured to metric dimensions and those dimensions exceed the tolerance specified in the inch-pound units, a request should be made to the Contracting Officer to determine if the product is acceptable. The Contracting Officer, in concert with the Contracting Officer’s Representative (COR), will accept or reject the product.

**I.4B REQUESTS FOR INFORMATION**:

All requests for information must be submitted in writing to the Contracting Officer for action no later than the date shown in Block 10 of the Standard Form 1442, Solicitation, Offer and Award.

**I.5B QUOTE REQUIREMENTS**

General – Both technical and price shall be submitted in response to this solicitation. Quotes shall be submitted via email to [Christina.Beeler-Blackburn@va.gov](mailto:Christina.Beeler-Blackburn@va.gov). Emails are limited to five (5) MB. The quote, in its entirety, shall not exceed two emails (one email for price, and one email for technical/past performance) of 5MB each. Technical (not including past performance questionnaires) is limited to 30 pages. Price shall be in a separate electronic document from the technical and past performance portions of the quote. The offeror’s technical response shall clearly address each evaluation factor listed in this solicitation. Failures to submit in the format required and clearly address those factors may result in rejection of the offer. Further details on electronic submission are outlined below. Offerors shall include all required Representations and Certifications and complete their registration in System for Award Management (SAM). See FAR 52.204-7 and 52.204-8, of this solicitation.

Quotes shall be received by 2:00 PM Mountain Standard Time on October 23, 2019. There will be no public opening. Submit quotes to: Christina.Beeler-Blackburn@va.gov.

**Important Notice: Apparent successful offerors must apply for and receive verification from the Department of Veterans Affairs Center for Verification and Evaluation (CVE) in accordance with 38 CFR Part 74 and VAAR 819.70 by submission of documentation of Veteran status, ownership and control sufficient to establish appropriate status, offerors must be both VISIBLE and VERIFIED by the Department of Veterans Affairs Center for Verification and Evaluation at the time of contract award. Failure to be both VERIFIED by CVE and VISIBLE on VetBiz at the time of contract award will result in the offeror’s proposal being deemed non-responsive. All offerors are urged to contact the CVE and submit the required documents to obtain CVE verification of their SDVOSB status if they have not already done so.**

**I.6B REQUIREMENTS FOR ELECTRONIC SUBMISSION OF OFFER**

Unless paper offers are specifically authorized in an individual solicitation, all responses to solicitations must be submitted electronically as described below. Responses submitted in a paper form are unacceptable. Failure to comply with this requirement may jeopardize the possibility of receiving an award for the contract due to noncompliance with the terms of the solicitation. You must submit your electronic offer, and any supplemental information (such as spreadsheets, backup data, technical information), using any of the electronic formats and media described below.

In addition, contractors are notified of the award via an electronic Notice of Award e-mail. The award document will be attached to the Notice of Award e-mail.

**Acceptable Electronic Formats (Software) for Submission of Offers**

1. Files readable using the current Microsoft© Office version Products: Word, Excel, PowerPoint, or Access. Print or scan images of spreadsheets are not acceptable. Please see security note below for [caution regarding use of macros](http://contracting.tacom.army.mil/acqinfo/ebidnotice.htm#macros#macros). When submitting construction drawings contractors are required to submit one set in AutoCAD and one set in Adobe PDF. (purpose: contracting can open the PDF version and engineering can open AutoCAD files)
2. Files in Adobe© PDF (Portable Document Format) Files: When scanning documents scanner resolution should be set to 200 dots per inch, or greater.
3. Other electronic format. If you wish to submit an offer using another format other than described in these instructions, e-mail the Contracting Officer who issued the solicitation. Please submit your request at least ten (10) calendar days before the scheduled closing date of the solicitation. Request a decision as to the format acceptability and make sure you receive approval of the alternate format before using it to send your offer.
4. Please note that we can no longer accept .zip files due to increasing security concerns.
5. [E-mail](http://contracting.tacom.army.mil/acqinfo/ebidnotice.htm#email#email) Submission Procedures: For simplicity in this guidance, all submissions in response to a solicitation will be referred to as offers.
6. **Subject Line:** Include the solicitation number, name of company, and closing date of solicitation.  Use only one of the terms Quotation, Offer, or Bid depending on the solicitation type.
7. **Size:** Maximum size of the e-mail message shall not exceed five (5) megabytes.  Only one email is permitted unless otherwise stated in this solicitation or in writing by the Contract Officer submitting the solicitation.
8. Unless approved by the contracting officer: DO NOT submit a link to your PDF documents. Please submit your request in an email for other electronic format at least ten (10) calendar days before the scheduled closing date of the solicitation. Request a decision as to the format acceptability and ensure you receive approval of the alternate format before using it to send your offer.

Each electronic offer must also include a signed and scanned SF-1442, Solicitation, Offer, and Award (Construction, Alteration, or Repair)

**The Microsoft Outlook © Email time/date stamp will be used to date and time stamp offers for the official record of receipt for the submission. The date and time stamp in recipients “inbox” is the official record of receipt.**

**Security Issues, Late Bids, Unreadable Offers**

1. Late submission of offers is outlined at FAR 52.215-1(c)(3).  Particular attention is warranted to the portion of the provision that relates to the timing of submission.
2. Please see FAR 15.207(c) for a description of the steps the Government shall take with regard to unreadable offers.
3. To avoid rejection of an offer, vendors must make every effort to ensure their electronic submission is **virus-free**. Submissions or portions thereof submitted and which the automatic system detects the presence of a virus or which are otherwise unreadable will be treated as “unreadable” pursuant to FAR 15.207(c).
4. The virus scanning software used by our e-mail systems cannot always **distinguish a macro from a virus**. Therefore, sending a macro embedded in an e-mail message or an e-mail attachment may cause the e-mail offer to be quarantined. You may send both the spreadsheet and the spreadsheet saved in PDF format to ensure that your quote is readable.
5. Password protecting your offer is not permitted. The Contracting Officer will file the offer electronically which will allow access only by designated individuals.

## 2.1 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)

## 2.2 52.222-23 NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY FOR CONSTRUCTION (FEB 1999)

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

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

|  |  |
| --- | --- |
| **Goals for minority participation for each trade** | **Goals for female participation for each trade** |
| 7.5 % | 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

Sheridan, WY

(End of Provision)

## 2.3 52.225-10 NOTICE OF BUY AMERICAN REQUIREMENT—CONSTRUCTION MATERIALS (MAY 2014)

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

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

(c) Evaluation of offers.

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

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

(d) Alternate offers.

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

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

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

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

(ii) May be accepted if revised during negotiations.

(End of Provision)

## 2.4 52.228-1 BID GUARANTEE (SEP 1996)

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

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

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

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

(c) The amount of the bid guarantee shall be 20 percent of the bid price or $3 million, whichever is less.

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

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

(End of Provision)

## 2.5 52.236-27 SITE VISIT (CONSTRUCTION) (FEB 1995)

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

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

Name: Sheridan VAMC

Address: A site visit will be held on Oct 15, 2019 at 2:30pm MT

Please meet at Bldg, 5 Conference Rm 219

Telephone:

(End of Provision)

## 2.6 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

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

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

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

(End of Provision)

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

# REPRESENTATIONS AND CERTIFICATIONS

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

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

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

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

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

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

[ ] (i) Paragraph (d) applies.

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

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

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

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

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

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

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

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

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

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

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

(B) Exceed the simplified acquisition threshold; and

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

[](A) Basic.

[](B) Alternate I.

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

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

|  |  |  |  |
| --- | --- | --- | --- |
| FAR Clause # | Title | Date | Change |
|  |  |  |  |

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

(End of Provision)

# GENERAL CONDITIONS

## 4.1 52.211-10 COMMENCEMENT, PROSECUTION, AND COMPLETION OF WORK (APR 1984)

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

(End of Clause)

## 4.2 52.219-28 POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION (JUL 2013)

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

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

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

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

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

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

(3) For long-term contracts—

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

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

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

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

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

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

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

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

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

(End of Clause)

## 4.3 52.225-9 BUY AMERICAN—CONSTRUCTION MATERIALS (MAY 2014)

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

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

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

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

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

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

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

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

"Construction material" means an article, material, or supply brought to the construction site by the Contractor or a subcontractor for incorporation into the building or work. The term also includes an item brought to the site preassembled from articles, materials, or supplies. However, emergency life safety systems, such as emergency lighting, fire alarm, and audio evacuation systems, that are discrete systems incorporated into a public building or work and that are produced as complete systems, are evaluated as a single and distinct construction material regardless of when or how the individual parts or components of those systems are delivered to the construction site. Materials purchased directly by the Government are supplies, not construction material.

"Cost of components" means—

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

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

"Domestic construction material" means—

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

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

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

(ii) The construction material is a COTS item.

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

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

(b) Domestic preference.

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

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

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

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

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

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

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

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

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

(B) Unit of measure;

(C) Quantity;

(D) Price;

(E) Time of delivery or availability;

(F) Location of the construction project;

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

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

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

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

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

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

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

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

FOREIGN AND DOMESTIC CONSTRUCTION MATERIALS PRICE COMPARISON

|  |  |  |  |
| --- | --- | --- | --- |
| **Construction Material Description** | **Unit of Measure** | **Quantity** | **Price (Dollars)\*** |
| Item 1: | | | |
| Foreign Construction Material |  |  |  |
| Domestic Construction Material |  |  |  |
| Item 2: | | | |
| Foreign Construction Material |  |  |  |
| Domestic Construction Material |  |  |  |

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

[Include other applicable supporting information.]

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

(End of Clause)

## 4.4 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

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

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

(End of Clause)

|  |  |  |  |
| --- | --- | --- | --- |
|  | **FAR Number** | **Title** | **Date** |
|  | 52.203-12 | LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS | OCT 2010 |
|  | 52.203-19 | PROHIBITION ON REQUIRING CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS OR STATEMENTS | JAN 2017 |
|  | 52.204-9 | PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL | JAN 2011 |
|  | 52.204-10 | REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS | OCT 2018 |
|  | 52.204-13 | SYSTEM FOR AWARD MANAGEMENT MAINTENANCE | OCT 2018 |
|  | 52.204-18 | COMMERCIAL AND GOVERNMENT ENTITY CODE MAINTENANCE | JUL 2016 |
|  | 52.204-19 | INCORPORATION BY REFERENCE OF REPRESENTATIONS AND CERTIFICATIONS | DEC 2014 |
|  | 52.204-23 | PROHIBITION ON CONTRACTING FOR HARDWARE, SOFTWARE, AND SERVICES DEVELOPED OR PROVIDED BY KASPERSKY LAB AND OTHER COVERED ENTITIES | JUL 2018 |
|  | 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 |
|  | 52.219-27 | NOTICE OF SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS SET-ASIDE | NOV 2011 |
|  | 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 FOR CONSTRUCTION | APR 2015 |
|  | 52.222-35 | EQUAL OPPORTUNITY FOR VETERANS | OCT 2015 |
|  | 52.222-36 | EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES | JUL 2014 |
|  | 52.222-37 | EMPLOYMENT REPORTS ON VETERANS | FEB 2016 |
|  | 52.222-50 | COMBATING TRAFFICKING IN PERSONS | JAN 2019 |
|  | 52.222-55 | MINIMUM WAGES UNDER EXECUTIVE ORDER 13658 | DEC 2015 |
|  | 52.222-62 | PAID SICK LEAVE UNDER EXECUTIVE ORDER 13706 | JAN 2017 |
|  | 52.223-18 | ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING | AUG 2011 |
|  | 52.225-13 | RESTRICTIONS ON CERTAIN FOREIGN PURCHASES | JUN 2008 |
|  | 52.227-4 | PATENT INDEMNITY—CONSTRUCTION CONTRACTS | DEC 2007 |
|  | 52.228-2 | ADDITIONAL BOND SECURITY | OCT 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 |
|  | 52.232-5 | PAYMENTS UNDER FIXED-PRICE CONSTRUCTION CONTRACTS | MAY 2014 |
|  | 52.232-23 | ASSIGNMENT OF CLAIMS | MAY 2014 |
|  | 52.232-27 | PROMPT PAYMENT FOR CONSTRUCTION CONTRACTS | JAN 2017 |
|  | 52.232-33 | PAYMENT BY ELECTRONIC FUNDS TRANSFER—SYSTEM FOR AWARD MANAGEMENT | OCT 2018 |
|  | 52.232-39 | UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS | JUN 2013 |
|  | 52.232-40 | PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS | DEC 2013 |
|  | 52.233-1 | DISPUTES ALTERNATE I (DEC 1991) | MAY 2014 |
|  | 52.233-3 | PROTEST AFTER AWARD | AUG 1996 |
|  | 52.233-4 | APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM | OCT 2004 |
|  | 52.236-2 | DIFFERING SITE CONDITIONS | APR 1984 |
|  | 52.236-3 | SITE INVESTIGATION AND CONDITIONS AFFECTING THE WORK | APR 1984 |
|  | 52.236-5 | MATERIAL AND WORKMANSHIP | APR 1984 |
|  | 52.236-6 | SUPERINTENDENCE BY THE CONTRACTOR | APR 1984 |
|  | 52.236-7 | PERMITS AND RESPONSIBILITIES | NOV 1991 |
|  | 52.236-13 | ACCIDENT PREVENTION | NOV 1991 |
|  | 52.236-14 | AVAILABILITY AND USE OF UTILITY SERVICES | APR 1984 |
|  | 52.242-14 | SUSPENSION OF WORK | APR 1984 |
|  | 52.243-5 | CHANGES AND CHANGED CONDITIONS | APR 1984 |
|  | 52.244-6 | SUBCONTRACTS FOR COMMERCIAL ITEMS | JAN 2019 |
|  | 52.253-1 | COMPUTER GENERATED FORMS | JAN 1991 |

## 4.5 VAAR 852.203-70 COMMERCIAL ADVERTISING (MAY 2018)

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

(End of Clause)

**852.219-10 VA NOTICE OF TOTAL SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS SET-ASIDE (JUL 2019) (DEVIATION).**

As prescribed in [819.7009](https://www.va.gov/oal/library/vaar/vaar819.asp#8197009), insert the following clause:

VA NOTICE OF TOTAL SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS SET-ASIDE (JUL 2019) (DEVIATION)

(a) Definition.  For the Department of Veterans Affairs, “Service-disabled Veteran-owned small business concern or SDVSOB:”

(1) Means a small business concern–

(i) Not less than 51 percent of which is owned by one or more service-disabled Veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled Veterans or eligible surviving spouses (see [VAAR 802.201](https://www.va.gov/oal/library/vaar/vaar802.asp#802201), Surviving Spouse definition);

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

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

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

(v) The business will comply with VAAR subpart 819.70 and Small Business Administration (SBA) regulations regarding small business size and government contracting programs at 13 CFR part 121 and 125, including the nonmanufacturer rule and limitations on subcontracting requirements in 13 CFR 121.406 and 125.6, provided that any reference therein to a service-disabled veteran-owned small business concern (SDVO SBC), is to be construed to apply to a VA verified and VIP-listed SDVOSB. The nonmanufacturer rule and the limitations on subcontracting apply to all SDVOSB and VOSB set-asides and sole source contracts.

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

(b) General.

(1) Offers are solicited only from eligible service-disabled Veteran-owned small business concerns. Only VIP-listed service-disabled Veteran-owned small business concerns (SDVOSBs) may submit offers in response to this solicitation. Offers received from concerns that are not VIP-listed service-disabled Veteran-owned small business concerns shall not be considered.

(2) Any award resulting from this solicitation shall be made to a VIP-listed service-disabled Veteran-owned small business concern that meets the size standard for the applicable NAICS code.

(c) *Representation.* By submitting an offer, the prospective contractor represents that it is an eligible SDVOSB as defined in this clause, 38 CFR part 74, and [VAAR subpart 819.70](https://www.va.gov/oal/library/vaar/vaar819.asp#81970). Pursuant to 38 U.S.C. 8127(e), only VIP-listed SDVOSBs are considered eligible. Therefore, any reference in 13 CFR part 121 and 125 to a service-disabled Veteran-owned small business concern (SDVO SBC), is to be construed to apply to a VA verified and VIP-listed SDVOSB and only such concern(s) qualify as similarly situated. The offeror must also be eligible at the time of award.

(d) *Agreement.*  When awarded a contract (see [FAR 2.101](https://www.acquisition.gov/content/part-2-definitions-words-and-terms#i1125359), Definitions), including orders under multiple-award contracts, or a subcontract, an SDVOSB agrees that in the performance of the contract, the SDVOSB shall comply with requirements in [VAAR subpart 819.70](https://www.va.gov/oal/library/vaar/vaar819.asp#81970) and SBA regulations on small business size and government contracting programs at 13 CFR part 121 and 125, including the nonmanufacturer rule and limitations on subcontracting requirements in 13 CFR part 121.406 and 125.6, provided that for purposes of the limitations on subcontracting, only VIP-listed SDVOSBs shall be considered eligible and/or “similarly situated” (i.e., a firm that has the same small business program status as the prime contractor). An independent contractor shall be considered a subcontractor. An otherwise eligible firm further agrees to the following:

(1) *Services.* In the case of a contract for services (except construction), it will not pay more than 50% of the amount paid by the government to it to firms that are not VIP-listed SDVOSBs.

(2) *Supplies or products.*

(i) In the case of a contract for supplies or products (other than from a nonmanufacturer of such supplies), it will not pay more than 50% of the amount paid by the government to it to firms that are not VIP-listed SDVOSBs.

(ii) In the case of a contract for supplies from a nonmanufacturer, it will supply the product of a domestic small business manufacturer or processor, unless a waiver is described in 13 CFR 121.406(b)(5) is granted.

(3) *General construction.* In the case of a contract for general construction, it will not pay more than 85% of the amount paid by the government to it to firms that are not VIP-listed SDVOSBs.

(4) *Special trade contractors.* In the case of a contract for special trade contractors, it will not pay more than 75% of the amount paid by the government to it to firms that are not VIP-listed SDVOSBs.

(5) *Subcontracting.* Any work that a VIP-listed SDVOSB subcontractor further subcontracts will count towards the percent of subcontract amount that cannot be exceeded. For supply or construction contracts, cost of materials is excluded and not considered to be subcontracted. For mixed contracts and additional limitations, refer to 13 CFR 125.6.

(e) *Joint ventures.* A joint venture may be considered an SDVOSB if the joint venture is listed in VIP and complies with the requirements in 13 CFR 125.18(b), provided that any reference therein to service-disabled Veteran-owned small business concern or SDVO SBC, is to be construed to mean a VIP-listed SDVOSB. A joint venture agrees that, in the performance of the contract, the applicable percentage specified in paragraph (d) of this clause will be performed by the aggregate of the joint venture participants.

(f) Precedence. For any any inconsistencies between the requirements of the SBA program for service-disabled Veteran-owned small business concerns and the VA Veterans First Contract Program, as defined in [VAAR subpart 819.70](https://www.va.gov/oal/library/vaar/vaar819.asp#81970) and this clause, the VA Veterans First Contracting Program requirements have precedence.

(End of Clause)

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

(a) This solicitation includes VAAR 852.219-10 VA Notice of Total Service- Disabled Veteran-Owned Small Business Set-Aside.

(b) Accordingly, any contract resulting from this solicitation is subject to the limitation on subcontracting requirements in 13 CFR 125.6, or the limitations on subcontracting requirements in the FAR clause, as applicable. The Contractor is advised that in performing contract administration functions, the Contracting Officer may use the services of a support contractor(s) retained by VA to assist in assessing the Contractor's compliance with the limitations on subcontracting or percentage of work performance requirements specified in the clause. To that end, the support contractor(s) may require access to Contractor's offices where the Contractor's business records or other proprietary data are retained and to review such business records regarding the Contractor's compliance with this requirement.

(c) All support contractors conducting this review on behalf of VA will be required to sign an “Information Protection and Non-Disclosure and Disclosure of Conflicts of Interest Agreement” to ensure the Contractor's business records or other proprietary data reviewed or obtained in the course of assisting the Contracting Officer in assessing the Contractor for compliance are protected to ensure information or data is not improperly disclosed or other impropriety occurs.

(d) Furthermore, if VA determines any services the support contractor(s) will perform in assessing compliance are advisory and assistance services as defined in FAR 2.101, Definitions, the support contractor(s) must also enter into an agreement with the Contractor to protect proprietary information as required by FAR 9.505-4, Obtaining access to proprietary information, paragraph (b). The Contractor is required to cooperate fully and make available any records as may be required to enable the Contracting Officer to assess the Contractor's compliance with the limitations on subcontracting or percentage of work performance requirement.

(End of Clause)

## 4.7 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)

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

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

(End of Clause)

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

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

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

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

(3) *Electronic form* means an automated system transmitting information electronically according to the accepted electronic data transmission methods and formats identified in paragraph (c) of this clause. Facsimile, email, and scanned documents are not acceptable electronic forms for submission of payment requests;

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

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

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

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

(1) VA’s Electronic Invoice Presentment and Payment System at the current website address provided in the contract.

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

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

(e) *Exceptions*. If, based on one of the circumstances in this paragraph (e), the Contracting Officer directs that payment requests be made by mail, the Contractor shall submit payment requests by mail through the United States Postal Service to the designated agency office. Submission of payment requests by mail may be required for—

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

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

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

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

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

(End of Clause)

## 4.10 VAAR 852.236-80 SUBCONTRACTS AND WORK COORDINATION (APR 2019)

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

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

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

(d) The Government reserves the right to refuse to permit employment on the work, or require dismissal from the work, of any subcontractor or subcontractor employee 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, careless, or otherwise objectionable.

(End of Clause)

## 4.11 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)

## 4.12 VAAR 852.242-70 GOVERNMENT CONSTRUCTION CONTRACT ADMINISTRATION (APR 2019)

(a) Contract administration functions set forth in FAR 42.302 are hereby delegated to:

Department of Veterans Affairs

Network Contracting Office

NCO 19

6162 South Willow Drive, Suite 300

Greenwood Village, CO 80111

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

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

(d) The Contracting Officer identified in paragraph (a) may further delegate the responsibilities below to the following warranted personnel on site:

,

(1) Conduct post-award orientation conferences.

(2) Issue administrative changes, correcting errors or omissions in typing, Contractor address, facility or activity code, remittance address, computations which do not require additional contract funds, and other such changes (see FAR 43.101).

(3) For actions not to exceed negotiate and execute supplemental agreements incorporating Contractor proposals resulting from change orders issued under the Changes clause.

(4) Negotiate and execute supplemental agreements changing contract delivery schedules where the time extension does not exceed calendar days.

(End of Clause)

## 4.13 WAGE DETERMINATION

"General Decision Number: WY20190014 03/08/2019

Superseded General Decision Number: WY20180014

State: Wyoming

Construction Type: Building

County: Sheridan County in Wyoming.

BUILDING CONSTRUCTION PROJECTS (does not include single family

homes or apartments up to and including 4 stories).

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

of $10.60 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 03/08/2019

ASBE0028-005 07/01/2018

Rates Fringes

INSULATOR - DUCT (Cold/Hot)......$ 31.73 14.23

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\* ELEV0019-004 01/01/2019

Rates Fringes

ELEVATOR MECHANIC................$ 57.23 33.705

FOOTNOTE:

a: Vacation Pay: 8% with 5 or more years of service based on

regular hourly rate for all hours worked, 6% under 5 years

based on regular hourly rate for all hours worked. b: Paid

holidays: New Year's Day; Memorial Day; Independence Day;

Labor Day; Veteran's Day; Thanksgiving Day; Friday after

Thanksgiving and Christmas Day

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IRON0027-019 06/30/2012

Rates Fringes

IRONWORKER, REINFORCING..........$ 27.18 15.60

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IRON0732-016 06/01/2017

Rates Fringes

IRONWORKER, STRUCTURAL...........$ 26.25 19.75

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PLUM0192-005 01/01/2018

Rates Fringes

PIPEFITTER.......................$ 31.34 17.94

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SFWY0669-002 04/01/2017

Rates Fringes

SPRINKLER FITTER (Fire

Sprinklers)..............$ 32.35 15.84

----------------------------------------------------------------

SHEE0103-010 07/01/2018

Rates Fringes

SHEET METAL WORKER (Including

HVAC System Installation

(Excluding HVAC Duct

Installation)).............$ 27.81 18.34

----------------------------------------------------------------

SUWY2011-011 01/11/2011

Rates Fringes

BRICKLAYER.......................$ 33.50 0.00

CARPENTER (Acoustical Ceiling

Installation Only)...............$ 18.76 0.00

CARPENTER (Drywall

Finishing/Taping and Drywall

Hanging).........................$ 21.00 0.56

CARPENTER (Form Work Only).......$ 19.11 6.48

CARPENTER, Excludes

Acoustical Ceiling

Installation, Drywall

Finishing/Taping, Drywall

Hanging, and Formwork............$ 20.48 3.62

CEMENT MASON/CONCRETE FINISHER...$ 22.83 3.66

ELECTRICIAN......................$ 25.00 8.29

INSULATOR - PIPE & PIPEWRAPPER...$ 19.57 4.58

LABORER: Common or General......$ 15.14 0.00

LABORER: Mason Tender - Brick...$ 19.00 0.00

LABORER: Mason Tender -

Cement/Concrete..................$ 17.00 0.33

LABORER: Landscape and

Irrigation.......................$ 9.69 0.00

OPERATOR: Asphalt Paver.........$ 15.41 4.15

OPERATOR: Backhoe...............$ 21.13 4.51

OPERATOR: Bobcat/Skid

Steer/Skid Loader................$ 19.95 2.13

OPERATOR: Crane.................$ 29.50 4.53

OPERATOR: Excavator.............$ 19.08 5.36

OPERATOR: Forklift..............$ 18.63 7.58

OPERATOR: Loader (Front End)....$ 17.48 6.00

PAINTER: Brush, Roller and

Spray............................$ 17.00 0.00

PLUMBER..........................$ 24.20 4.82

ROOFER...........................$ 14.00 0.00

SHEET METAL WORKER (HVAC Duct

Installation Only)...............$ 31.00 7.36

TILE SETTER......................$ 22.91 0.00

TRUCK DRIVER: Dump Truck........$ 15.97 4.15

TRUCK DRIVER: Flatbed Truck.....$ 18.00 2.69

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WELDERS - Receive rate prescribed for craft performing

operation to which welding is incidental.

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

for Federal Contractors applies to all contracts subject to the

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

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

contract is covered by the EO, the contractor must provide

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

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

Employees must be permitted to use paid sick leave for their

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

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

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

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

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

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

violence, sexual assault, or stalking. Additional information

on contractor requirements and worker protections under the EO

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

Unlisted classifications needed for work not included within

the scope of the classifications listed may be added after

award only as provided in the labor standards contract clauses

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

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The body of each wage determination lists the classification

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

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

determination. The classifications are listed in alphabetical

order of ""identifiers"" that indicate whether the particular

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

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

(weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed

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

""UAVG"" denotes that the union classification and rate were

prevailing for that classification in the survey. Example:

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

the union which prevailed in the survey for this

classification, which in this example would be Plumbers. 0198

indicates the local union number or district council number

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

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

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

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

2014.

Union prevailing wage rates are updated to reflect all rate

changes in the collective bargaining agreement (CBA) governing

this classification and rate.

Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that

no one rate prevailed for this classification in the survey and

the published rate is derived by computing a weighted average

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

classification. As this weighted average rate includes all

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

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

the rates are survey rates based on a weighted average

calculation of rates and are not majority rates. LA indicates

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

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

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

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

date for the classifications and rates under that identifier.

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

new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate

that no single majority rate prevailed for those

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

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

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

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

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

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

for the classifications and rates under that identifier.

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

each year, to reflect a weighted average of the current

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

based.

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WAGE DETERMINATION APPEALS PROCESS

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

be:

\* an existing published wage determination

\* a survey underlying a wage determination

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

a wage determination matter

\* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests

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

Regional Office for the area in which the survey was conducted

because those Regional Offices have responsibility for the

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

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

and 3.) should be followed.

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

process described here, initial contact should be with the

Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations

Wage and Hour Division

U.S. Department of Labor

200 Constitution Avenue, N.W.

Washington, DC 20210

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

interested party (those affected by the action) can request

review and reconsideration from the Wage and Hour Administrator

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

Wage and Hour Administrator

U.S. Department of Labor

200 Constitution Avenue, N.W.

Washington, DC 20210

The request should be accompanied by a full statement of the

interested party's position and by any information (wage

payment data, project description, area practice material,

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

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

interested party may appeal directly to the Administrative

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

Administrative Review Board

U.S. Department of Labor

200 Constitution Avenue, N.W.

Washington, DC 20210

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

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## 4.14 Attachments, Specifications, and Drawings

See attached document: 6 Remodel B9 Police Service Rooms 100percent Construction Drawings-666-18-01S.

See attached document: 6 Remodel B9 Police Service Rooms 100percent Construction Specification - 666-18-01S.

See attached document: S02 Past Performance Questionnaire.