

I. DESCRIPTION OF SUPPLIES/SERVICES:

- A. BACKGROUND AND PURPOSE:** The Department of Veterans Affairs has a variety of support facilities throughout Western Washington and Western Oregon and Alaska. These facilities include but are not limited to buildings, water systems, wastewater systems, utilities, roads, and other infrastructure. Routine maintenance and replacement of these systems is required on a regular basis. In an effort to reduce the backlog of deferred maintenance and project work, the Department of Veterans Affairs intends to select multiple contractors to accomplish tasks.
- B. GENERAL STATEMENT OF WORK:** Preventative and routine maintenance, remodeling and replacement are planned in a number of trades. Work items will appeal to general, roofing, civil, plumbing, electrical, painting, mechanical, asbestos and lead abatement contractors and equipment operators. Task Order (TO) pricing established in this solicitation are representative of the typical work items commonly found in commercial construction or maintenance tasks, and preferred Counties of service.

Firms awarded contracts shall be asked to provide quotes on specific TOs. The Contractor shall be expected to provide unit prices for common commercial elements including labor, equipment, and material costs to construct, maintain, repair, or reconstruct Department of Veterans Affairs facilities. In many circumstances, TOs may be issued on a supply and install basis. General Contractors shall assemble a proposal for the basic contract and any future TOs and include subcontractor's pricing and qualifications for specialty items. See the TO instruction clause herein.

At times, situations designated as critical emergencies such as health or safety or potential environmental hazards may require the Contractor have equipment and services respond to sites within 24-hours.

- C. LOCATION:** Location of work will primarily include the Department of Veterans Affairs Medical Centers in Anchorage, Alaska; Seattle, Tacoma and Vancouver, Washington; and, Portland, Roseburg and White City, Oregon but will be specific for the IDIQ MATOC Program awarded. However, on a case-by-case basis, work may also be located in areas other than these within Veterans Integrated Service Network (VISN) 20 (Washington, Oregon, Idaho and Alaska) depending on the direction of a Contracting Officer. The applicable county will be included in each TO.

II. MAINTENANCE, REPAIR, AND MINOR CONSTRUCTION:

- A. BUILDING MAINTENANCE AND CONSTRUCTION:** Maintenance, remodeling and construction of facilities and systems shall include, but not be limited to, the following: site work, excavation, utility trenching, repair, concrete repair, rough carpentry and framing, finish carpentry, floor covering, painting and wall coverings, roofing/gutter repair and replacement, window and door repairs and replacements, welding, steel erection, hazardous material abatement, plumbing repairs and additions, heating ventilation and air conditioning system repairs and replacements, road/sidewalk maintenance, telecommunication, and demolition of facilities.
- B. WATER/WASTEWATER MAINTENANCE:** Maintenance and Reconstruction of wastewater facilities shall include but not be limited to the following: water line installation and proper leak detection services, pressure testing, tank repairs, install drain lines and sewer lines; install or replace septic tanks; replace or install vault toilets; repair and install pump systems; inspect and report conditions of existing systems.
- C. ELECTRICAL SERVICES:** Maintenance and Remodeling of electrical systems shall include but not be limited to the following: replace, install, or repair electrical systems to current National Electrical Code, State, and Local code requirements; supply, install, or repair pump control systems.
- D. PLUMBING SERVICES:** Maintenance and Reconstruction of plumbing systems shall include but not be limited to the following: replace, install, or repair piping systems to current Uniform Plumbing Code, State,

and Local code requirements; supply, install, or repair plumbing systems; supply, install, or repair; well pumps or level control systems.

- E. HVAC:** Construction, preventative maintenance, repair, and replacement of HVAC systems, controls, components, and contracts.
- F. TELECOMMUNICATION SYSTEMS:** Repair, replacement, or remodeling of telecommunication systems including phone, computers, and public address systems.
- G. ROAD, PARKING LOT, AND SIDEWALK MAINTENANCE:** Maintenance of roads, parking lots, sidewalks, bridges, culverts, concrete guards, and signs including: blading, brushing, minor drainage structures, sign replacement and snow removal.

III. TERMS NOT SPECIFIED ELSEWHERE IN THE CONTRACT:

- A. TASK ORDER (TO) PROCEDURES:** The following provision defines the process by which Fair Opportunity for Award will be afforded; TO will be processed and priced; and a TO will be awarded.

Please Note: Careful attention should be paid to those areas in which the procedures/processes/provisions change due to use of a different contract type/pricing methodology.

(a) Fair Opportunity for Consideration:

1. One or more TOs may be issued during the performance period of this contract. The Contracting Officer's decision to issue a TO to a particular awardee shall be based on the criteria stated below. In accordance with the Federal Acquisition Streamlining Act (FASA) and FAR 16.505, the Contracting Officer will give each awardee a "fair opportunity" to be considered for each order in excess of \$2,000 unless one of the conditions in paragraph 2 below applies.
2. Exceptions to Fair Opportunity for Consideration: Awardees will not be given a fair opportunity to be considered for requirements which are expected to exceed \$2,000 when the Contracting Officer determines one of the following conditions apply:
 - i. The agency need for the services is so urgent that providing such opportunity would result in unacceptable delays;
 - ii. Only one such awardee is capable of providing such services required at the level of quality required because the services ordered are unique or highly specialized;
 - iii. The TO should be issued on a sole-source basis in the interest of economy and efficiency as a logical follow-on to a TO already issued under this contract, provided that all multi-awardees were given fair opportunity to be considered for the original order;
 - iv. It is necessary to place a TO to satisfy a minimum guarantee; or,
 - v. Other special circumstance that are within scope of this contract as determined by the Contracting Officer.

(b) Selection Criteria For Awarding TO:

The Government will evaluate the TO proposals against selection criteria set forth in each TO. At a minimum, the Government's award decision will be based on price. However, the Government may elect to include selection criteria addressing relevant past performance, technical capability, availability, and price.

Evaluation of past performance will be based on each awardee's original past performance data as supplemented by the Government and contractor during the life of the contract. As work proceeds under this contract, it is probable that the past performance data submitted with the original contract proposal

will be disregarded for current performance reports received on TOs performed under this contract. In addition, individual TO selection criteria may include other factor(s) relevant to the particular TO. The order of importance for the factors will be identified on each individual requirement.

(c) Proposal Process

1. Any warranted Contracting Officer within the Department of Veterans Affairs, VISN 20 Contracting Group, may issue a TO exceeding \$2,000 for construction and \$2,500 for service. The Contracting Officer will issue a TO quote request to all contractors within a designated area. If a Fair Opportunity Exception Applies, the TO quote request will be issued to one contractor. The TO quote request may include specific instructions for the submission for quotes, the selection criteria factors, the factors order of importance, and other information deemed appropriate. Services to be provided hereunder will be ordered by issuance of a written TO using either a VA Form 2138-7, Optional Form 347 or other Federal Form determined appropriate by the Contracting Officer. Each TO will reference this contract and will be subject to all the terms and conditions herein. Each TO will contain some or all of the following information:
 - i. TO and Contract Number.
 - ii. Date of Order.
 - iii. Statement of Work for Services or Specifications for Construction.
 - iv. Drawings.
 - v. Performance period.
 - vi. Delivery Location.
 - vii. Wage Decision (Rates) for Services or Construction.
2. Awardees under the Basic Contract will generally be allowed 5 – 15 working days to prepare and submit proposals. However, more or less time may be necessary based on the requirements. The due date shall be set forth in each TO quote request. If an awardee is unable to perform a requirement, the awardee shall submit a “NO QUOTE” to the TO quote request. All “NO QUOTES” shall include a brief statement as to why the awardee is unable to perform (i.e., Conflict of Interest).
3. While no mandatory requirement exists for the submission of a proposal, firms consistently declining to submit quotes/bids/offers for reasons of availability may jeopardize their ability to receive future TO awards and may not have their option year exercised.
4. Technical Proposals. A TO request MAY require any or all of the following information depending upon the complexity of the project:
 - i. Technical Approach
 - ii. Key Personnel
 - iii. Proximity
 - iv. Quantities/hours of personnel by labor categories
 - v. Quantities/hours of equipment by specific type
 - vi. Other direct costs (e.g. material, supplies, mobilization, etc.)
 - vii. Site specific augments to the basic contract safe
 - viii. Performance Work Plan Schedule (i.e. progress schedule)
 - ix. Teaming arrangement to include Architect – Engineering firm, subcontractors, etc.

Technical proposal information will be streamlined to no more than 5 pages; excluding any Safety Plan augments and the Performance Work Plan Schedule. Proposals shall not merely restate the SOW requirements.

5. Price Quotes: A written price quote will always be required on the face of each TO form. Completing the form with an authorized signature will, in most cases, represent the sum of a firm's

quote. Pricing will only be provided to the Contracting Officer. Quotation acceptance period will be a minimum of 60 calendar days unless otherwise specified in the solicitation.

6. Bid Bond: Are not required for orders placed against the MATOC.
7. Clarification of Quote: Quotes will be evaluated in accordance with selection criteria set forth in the TO quote request. If necessary, during the evaluation of quotes the Government may contact an awardee with questions concerning their proposal. Upon completion of evaluations, the Contracting Officer will issue a TO to the awardee whose proposal is most advantageous to the Government.
8. In the event issues pertaining to a proposed task cannot be resolved to the satisfaction of the Contracting Officer, the Contracting Officer reserves the right to withdraw and cancel the proposed task. In such event, the Contractor shall be notified, via letter, of the Contracting Officer's decision. This decision shall be final and conclusive and shall not be subject to the "Disputes" clause or the "Contract Disputes Act".
9. TO Issuance: TOs will be issued in writing by hard copy (typically by electronic means either fax or e-mail). On a case-by-case basis, a TO may be issued verbally (for emergency procurements). All TOs shall be finalized in writing and signed by a warranted Contracting Officer. Task Orders may be issued unilaterally by the Contracting Officer upon acceptance of quote, bid or proposal or bi-lateral if subsequent negotiations take place.
10. Unauthorized Work: The Contractor is not authorized to commence performance prior to issuance of a signed TO and Notice to Proceed or verbal approval provided by the CO to begin work.
11. Task Funding Restrictions: No unfunded tasks are authorized under this contract.

B. HOURS OF OPERATION: Normal hours of operation are Monday through Friday from 7:30 AM to 4:00 PM, excluding Holidays (reference paragraph C below). The Contractor may be required to work other than normal hours of operation (e.g. night or weekends) and will be identified in individual TOs.

C. FEDERAL HOLIDAYS:

- (a) The Federal Government observes the following days as holidays.

New Year's Day	January 1 st *
Martin Luther King's Birthday	Third Monday in January
Presidents' Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4 th *
Labor Day	First Monday in September
Columbus Day	Second Monday in October
Veterans' Day	November 11 th
Thanksgiving Day	Fourth Thursday in November
Christmas Day	December 25 th *

*If the date falls on a Saturday, the Government holiday is the preceding Friday. If the date falls on a Sunday, the Government holiday is the following Monday.

- (b) In addition to the days designated as holidays, the Government observes the following days:

1. Any other day designated by Federal Statute
2. Any other day designated by Executive Order
3. Any other day designated by the President's Proclamation

(c) The contractor will not be allowed to work/perform on these dates unless approved by the Contracting Officer. A written request must be submitted to and approved by the Contracting Officer at least five (5) working days prior to the Holiday.

D. NOTICE TO PROCEED: A Notice to Proceed will be issued in writing for each TO by the Contracting Officer. No work shall begin until receipt of this notice. Contract time shall commence on the day indicated on the Notice to Proceed.

E. CERTIFICATIONS: The contractor and/or employee(s) shall have the appropriate certifications required for each discipline of work.

F. SCHEDULES FOR TASK ORDERS: Contractor shall, at the pre-work meeting or within 2 days from receipt of any subsequent request from the Contracting Officer, submit a time chart or schedule of proposed progress to insure completion of the work within the time set forth in the contract. If Contractor's progress falls behind schedule by 5% or more, the Contractor shall take such action as necessary to improve his progress; in addition, the Contracting Officer may require Contractor to submit a revised schedule and proposed plan of work to ensure completion of the work within the time(s) set forth in the contract. Untimely completion of TOs may result in non-exercise of an option year.

G. REQUIRED SUBMITTALS: The following is a general summary of the required submittals. Other submittals may be required as specified in each TO.

<u>Submittal Title</u>	<u>Submittal Due</u>
Schedule of Work	Prior to Notice to Proceed
Job Specific Safety Plan	Prior to Notice to Proceed
Infection Control Plan	Prior to Notice to Proceed
Notification of Subcontracting	Prior to Notice to Proceed and Subcontractor Starting Work
Release of Claims Form	Prior to final payment

H. SECURITY: The area the work being performed may or may not be considered sensitive. As such, a TO may require all contractor and subcontractor personnel performing work on site or accessing VA information systems complete the training required, above, and/or be the subject of a background investigation and must receive a favorable adjudication from the VA Office of Security and Law Enforcement **prior** to accessing the facility. Failure to comply with the Contractor personnel security requirements may result in termination of the contract for default. Instructions for completing background investigation requirements are attached.

This requirement may not be applicable to individuals that access VA facilities on an intermittent or irregular basis to attend meetings, project site visits, etc. Contact the contracting officer with questions.

Due to the cost of background investigations, it is imperative that unnecessary investigations be avoided. As such, upon award, the contractor is required to submit to the contracting officer a list of all individuals scheduled to perform work. The list must include the following information:

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

The contracting officer will approve or deny each request for a background investigation.

In the event an individual requires a background investigation at some time later during contract performance a request for permission must be submitted to the contracting officer as soon as possible.

I. DEFINITIONS - ADMINISTRATION TERMS:

- (a) Calendar Days - Every day shown on the calendar, Saturdays, Sundays and holidays included.
- (b) Change Order - An order issued to the Contractor by the Contracting Officer, pursuant to the "change" clause requiring work to be performed, within the general scope of the contract.
- (c) Contract Pay Item - A pay item designated on the bid schedule and described by a specification.
- (d) Contracting Officer (CO) - The person executing this contract on behalf of the Government, including any duly appointed successor and authorized representatives of the Contracting Officer acting within the limits of his/her authority.
- (e) Contracting Officer's Representative (COR) - The on-site contract administrator for the Contracting Officer. The duties and responsibilities of the COR are defined in this Section of the contract or in a letter of designation issued by the Contracting Officer.
- (f) Contractor - The individual, partnership, joint venture, or corporation undertaking the execution of work under the terms of the contract and acting directly or through their agent, employees, or subcontractors.
- (g) Drawings - The approved documents and reproductions of these documents, including plan and profile sheets, cross sections, site plants, diagrams, layouts, schematics, descriptive literature, illustrations, schedules, and similar documents showing details for construction of a facility.
- (h) Equipment - All machinery and equipment, together with the necessary supplies for upkeep and maintenance, including tools and apparatus necessary for the proper construction and acceptable completion of the work.
- (i) Labor Standards Provisions - Those statutory and regulatory requirements pertaining to the Contractor's employees and employment practices.
- (j) Materials - Any substances for use in the construction of the project and its appurtenances.
- (k) Notice of Noncompliance - A written notice from the CO which documents, for the Contractor's attention, specific performance deficiencies.
- (l) Original Contract Quantities - Those quantities shown in the Schedule of Items as awarded.
- (m) Schedule of Items - Schedule in the contract which contains a listing and description of construction items, quantities, unit of measure, method of measurement, unit price and amount.
- (n) Special Project Specifications - Specifications which detail the conditions and requirements peculiar to the individual project, including but not limited to Department of Veterans Affairs Specifications, CSI format specifications and additions and revisions to Standard Specifications.
- (o) Specifications - A general term applied to all written directions and requirements pertaining to performance of work.
- (p) Standard Specifications - Specifications established for Region wide use for construction of facilities which cover most items of work likely to be performed; such as Earthwork, Base Courses, Pavement, Concrete, etc.
- (q) Utility Services - Services such as electricity, gas, steam, water and sewage.
- (r) Work Order - An order written by the COTR, which directs the Contractor to correct deficient performance. It may also be used to document acceptable completion of units and to approve starting on additional work units.
- (s) Architect-Engineer - This term, as used herein, refers to the Architect-Engineer firm(s) that are a part of the DB team, also referred to as DB/AE.
- (t) RFP/AE - The firm(s) directly hired by the VA for the preparation of the RFP Documents and to provide other technical assistance to the VA.
- (u) Design-Build Contract - This term, as used herein, refers to the Contract(s) to perform the design and construction of the project.

J. DESIGNATION OF CONTRACTING OFFICER'S REPRESENTATIVE:

- (a) The Contracting Officer will designate an individual as Contracting Officer's Representative (COR) at time of award.

- (b) The COR is responsible for administering the performance of work under this contract. In no event, however, will any understanding, agreement, modification, change order, or other matter deviating from the terms of this contract be effective or binding upon the Government unless formalized by a proper contractual documents executed by the Contracting Officer prior to completion of the contract.
- (c) The Contracting Officer should be informed as soon as possible of any actions or inactions by the Contractor or the Government which will change the required delivery or completion times stated in the contract, and the contract will be modified accordingly. (This does not apply to individual assignments which were issued by the COR provided they do not affect the delivery schedule or performance period stated in the contract.)
- (d) On all matters that pertain to the contract terms the Contractor must communicate with the Contracting Officer. Whenever, in the opinion of the Contractor, the COR requests effort outside the scope of the contract, the Contractor should so advise the COTR. If the COR persists and there still exists a disagreement as to proper contractual coverage, the Contracting Officer should be notified immediately, preferably in writing if time permits. Proceeding with work without proper contractual coverage could result in nonpayment or necessitate submittal of a contract claim.
- (e) The COR's shall be delegated in writing and is delegated full authority under this contract **EXCEPT** for the following actions which are reserved for the Contracting Officer:
 - 1. Approve Change Orders and Modifications
 - 2. Take action to terminate the contract for default or Government convenience.
 - 3. Make contract adjustments under the Differing Site Conditions clause.
 - 4. Grant extensions to TO performance period.
 - 5. Approve assignment of claims.
 - 6. Make final decisions under the Disputes clause.
 - 7. Make final acceptance under the contract.
 - 8. Make final decisions under the Suspension of Work clause.
 - 9. Make equitable adjustments.
 - 10. Authorize change in amount of Payment Retention.
 - 11. Approve subcontractors.
 - 12. Approve payments with deductions or final payment.
 - 13. Approve use and possession prior to completion.
 - 14. Enforce the warranty provisions.
 - 15. Anything else as described in the COR designation letter.

K. NOTIFICATION OF SUBCONTRACTING: The Contractor shall request approval from the Contracting Officer prior to entering into any subcontract arrangement. The subcontractor shall have the experience and be equipped for such work. The Contracting Officer must approve subcontractors and may request substitutions as deemed necessary. No adjustment in agreed price will be granted in the event a substitution is required. Subcontracting any portion of the contract shall not relieve the Prime Contractor of any responsibility under this contract. Any subcontract agreement shall contain all terms and conditions of the prime contract. The written notification shall include as a minimum:

- (a) The name, address and telephone number of the subcontractor.
- (b) The date upon which the subcontract is effective and its duration.
- (c) A detailed description of the work being subcontracted including a listing of contract items, units, related to performance.
- (d) Documentation of the subcontractor's representative authority.

L. PRE-WORK CONFERENCE: The Contractor shall meet with the Government to discuss contract terms and work performance requirements, progress schedule, etc. The Contractor designated representative or foreman (whomever the Contractor will have on the site) shall be present at the prework conference. In

addition, it may be necessary for the Contractor to attend Pre-Work Conferences for individual TOs as required.

- M. SUPERINTENDENCE:** One supervisor, conversant in the English language, shall be designated in writing by the Contractor for each crew. The written designation shall indicate the limits of the supervisor's authority. When two or more people are designated as supervisor, their written delegation shall indicate the priority of their designations so no more than one person shall be in charge of a crew at any one time.

After receiving approval from the Contracting Officer, the prime Contractor may designate the superintendent, or alternate, from its own company or a subcontractor.

Work shall be performed in an organized systematic manner. Crew members shall not be scattered within or between units as necessitated by on-the-ground conditions and only when authorized by the Contracting Officer.

- N. CONTRACTOR'S REPRESENTATIVE:** The Government may, at its option, suspend work with full count of contract time continuing, if the Contractor fails to provide a Contractor's Representative (1) conversant in the English language and (2) able to read and understand the contract.

O. LEGAL RELATIONS AND RESPONSIBILITIES:

(a) Government's Responsibility for Utilities

1. The Government will notify all utility companies or other parties affected and make arrangements for all necessary adjustments of the public or private utility fixtures, pipelines, and other appurtenances affected by work under the contract.
2. The Government will identify, in Special Project Specifications, known locations of underground installations other than culverts and drains the Contractor could encounter in the progress of work under the contract; typically telephone cables, water supply pipes, and induction loops within the pavement.

- (b) Contractor's Responsibility for Utilities: In the event of interruption to utility services because of accidental breakage the Contractor shall promptly notify the utility authority and shall cooperate with that authority in the restoration of service.

- (c) Railway-Road Provision: The Government will make arrangements with the railway for any rights necessary to maintain roads across existing crossings.

- P. USE TAX CLAUSE FOR CONSTRUCTION CONTRACTS:** The Contractor is liable for Use Tax in accordance with applicable State Codes.

- Q. PAYMENT FOR MATERIALS DELIVERED OFF THE SITE:** As provided in FAR 52.232-5, Payments Under Fixed-Price Construction Contracts, material acquired for incorporation into the project, and stored off site by the Contractor, may, at the option of the Contracting Officer, be included in progress payments. Prior to payment, such material will be subject to Government inspection and must be stored separately from other materials, and be identified as, "PROPERTY OF THE UNITED STATES, Project Name and Contract Number". In addition, the Contractor shall furnish the Government with a right of ingress and egress to the property together with right of removal.

- R. PAYMENTS FOR INCIDENTAL ITEMS:** The intent of the contract is to provide for the complete construction of the project described in the contract. Unless otherwise provided, the Contractor shall furnish all labor, materials, equipment, tools, transportation, and supplies and perform all work required to complete the project in accordance with drawings, specifications, and provisions of the contract. Payment for contract

work will be made only for and under those pay items included in the Schedule of Items. All other work and materials will be considered incidental to and included in the payment for items shown.

- S. WARNING SIGNS AND RESTRICTIONS:** Contractor shall be totally responsible for safety signing, barricades and other signing to maintain a safe site to the public and Government employees.
- T. JOB SPECIFIC SAFETY AND INFECTION CONTROL PLAN:** Prior to the prework meeting, the Contractor shall provide a written job specific safety plan that recognizes the inherently hazardous conditions that will exist on this contract. Some of these hazardous conditions are, but not limited to: heavy equipment operation, traffic control on haul routes, loading and unloading of materials, site security, noises and dust contract and the use of personal protective equipment (PPE) in the work area. The plan shall be in accordance with OSHA and/or Department of Veterans Affairs Regulation. The plan shall include all tasks and related activities anticipated to successfully complete the work.
- U. ACCIDENT PREVENTION AND SAFETY ASSURANCE:** The Contractor shall provide and maintain work environments and procedures, which will (1) safeguard the public and Government personnel, property, materials, supplies, and equipment exposed to Contractor operations and activities; (2) avoid interruptions of Government operations and delays in project completion dates; and (3) control costs in the performance of this contract. A Safety Plan will be requested before starting work.
- A. The Contracting Officer will notify the Contractor when a Pre-construction Safety Meeting is required for a particular task order. Representatives of the Contractor shall meet with the Contracting Officer or his/her representatives prior to the start of repair, alteration, or construction activities for the purpose of reviewing the Contractor's safety and health programs, and discussing implementation of all safety and health provisions pertinent to the work to be performed under the contract. The Contractor shall be prepared to discuss, in detail, the measures he/she intends to take in order to control any unsafe or unhealthy conditions associated with the work to be performed under the contract. This meeting may be held in conjunction with the pre-construction conference if so directed by the Contracting Officer or his/her designated representative. The conduct of this meeting is not contingent upon a general pre-construction meeting. The level of detail for the safety meeting is dependent upon the nature of the work and the potential inherent hazards. The Contractor's principal representative(s), the general superintendent, and his/her safety representative(s) shall attend this meeting.
- B. Contractor Responsibility: The Contractor shall assume full responsibility and liability for compliance with all applicable OSHA regulations pertaining to the health and safety of personnel during the execution of work, and shall hold the Government harmless for any action on his part or that of his employees or subcontractors, which results in illness, injury, or death. Contractors are required to report, any accidents or injuries that occur on the job. A verbal report will be made to the Contracting Officer, immediately, and followed by a written incident report within 24 hours to the Contracting Officer.
- C. Inspection, Tests, and Reports: The required inspections, tests, and reports made by the Contractor, subcontractors, specially trained technicians, equipment manufacturers, and others, as required by a task order, shall be furnished in accordance with the terms of the task order.
- D. Materials and Equipment: Special facilities, devices, equipment, clothing, and similar items used by the Contractor in the execution of work shall comply with the applicable regulations.
- V. STORAGE OF MATERIALS AND EQUIPMENT:** Materials shall be stored to assure the preservation of their quality and fitness for work. Approved portions of the right-of-way or other areas on Government land may be used for storage purposes. All storage sites approved by the Government shall be restored to a satisfactory condition at the Contractor's expense.
- W. DISPOSAL OF MATERIAL:** Debris encountered in the construction (metals, etc.) and other waste materials generated in the construction (cartons, scrap, etc.) shall be removed and disposed of in a State or

County approved site off of Department of Veterans Affairs property, unless other disposal means are authorized in the plans or specifications. Recycling of materials is encouraged.

X. CONTRACTOR STAFF AND EMPLOYEES

- A. Prior to the issuance of the first task order, the Contractor shall provide point of contact (POC) information (name, phone number and email address) as follows to the Contracting Officer:

- (1) Regular business hours
- (2) Non-business hours for emergency situations

The Contractor POC must have full power and authority to act upon the behalf of and bind the Contractor.

- B. Supervision. The Government will not exercise any supervision or control over Contractor employees performing services under this contract. Such employees shall be accountable not to the Government, but solely to the Contractor, who, in turn, is responsible to the Government. At all times during the performance of each task order under this contract, and until the work under that task order is completed and accepted, the Contractor shall directly oversee the work under each task order, or assign, and have on each work site, a competent representative who is satisfactory to the Contracting Officer and has authority to act for the Contractor. This may include a working supervisor.
- C. Contractor's Employees and Personnel. All work under this contract shall be performed in a skillful and workmanlike manner. The Contractor shall be responsible for selecting personnel who are well qualified to perform the required work, for supervising techniques used in their work, and for keeping them informed of all improvements, changes, and methods of operation. In addition:
- (1) The Contractor shall take appropriate personnel action, as required, in the event employee(s) become involved with law enforcement authorities as a result of misconduct.
 - (2) The Government will not exercise any supervision or control over Contractor employees performing work under the contract. Such employees are accountable solely to the Contractor, not the Government. The Contractor is solely accountable to the Government for Contractor employees.
 - (3) In the event that Contractor employees are deemed to be incompetent, careless or otherwise objectionable, the Contracting Officer may issue written direction to remove the individual from the job site.
- D. Subcontractors. During performance task orders under this contract, the Contractor is solely responsible for work performed by its subcontractors. Work performed by subcontractors is expected to be at the same standard as work performed by the Contractor. In the event that the Contracting Officer deems a subcontractor to be incompetent, careless or otherwise objectionable, written direction may be issued to remove the subcontractor from the job site.

Y. PROGRESS MEETINGS

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

Z. PRE-CONSTRUCTION CONFERENCE

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

AA. SCHEDULING OF WORK

- a. Before commencement of work under an individual task order, the Contractor shall confer with the Contracting Officer's Representative, as well as the building occupant, and agree on a sequence of procedures; means of access to premises and building; space for storage of materials and equipment; delivery of materials and use of approaches; use of corridors, stairways, elevators, and similar means of communications; location of partitions, eating spaces, and restrooms for Contractor employees; and the like. Delivery of materials and equipment shall be made with a minimum of interference to Government operations and personnel.
- b. The work shall, so far as practical, be done in defined phases or tasks, and confined to limited areas which shall be completed before work in other phases or tasks is begun.
- c. Most, but not all, work will be performed in occupied areas.
- d. The Contractor shall take all precautions to ensure that no damage will result from his operations to private or public property. All damages shall be repaired or replaced by the Contractor at no cost to the Government.
- e. The Contractor shall be responsible for providing all work site protective barriers and site control devices. This includes, but is not limited to: protective fences; protective tapes; and protective signage. The Contractor shall be responsible for providing all necessary traffic control, such as, street blockages, traffic cones, flagman, etc., as required for each specific task order, at no additional cost to the Government. Proposed traffic control methods shall be submitted to the Contracting Officer's representative for final approval. No street shall be completely closed to traffic without prior approval from the Contracting Officer's representative.
- f. At the beginning of each task order, the Contractor shall sign in to obtain visitors badges and keys.
- g. All temporary outages of any utility services required for the performance of work shall be scheduled with the Contracting Officer's Representative.

AB. CONTRACTOR ACCESS

Work may be in occupied areas. The area wherein work is to be performed under this contract may be occupied by Government services during the construction period. The Contractor shall have access to that portion of the area within which work is to be performed. The movement of Contractor personnel, his equipment, materials, and tools shall be confined to this area so as not to interfere with ongoing operations in the work areas.

AC. WORK BY THE GOVERNMENT

The Government reserves the right to undertake performance of the work by any means determined appropriate and to do so shall not breach or otherwise violate this contract.

AD. CONTRACTOR QUALITY CONTROL, PREFINAL INSPECTIONS AND COMPLETION:

- A. Quality Control – The contractor shall provide first-line quality control procedures and responsible for all quality control for each TO as described in the paragraphs below.

- B. Prefinal Inspections – The contractor shall provide a contractor (quality control) generated punchlist for government review and approval prior to requesting a prefinal inspection. The contractor shall complete all work on the approved contractor generated punchlist prior to requesting a prefinal inspection. The contractor shall notify the government when their punchlist has been completed. The government will perform a prefinal inspection and issue the contractor with a separate punchlist. The contractor shall have no more than ten (10) calendar days to complete the final punchlist items issued by the government. A final inspection will be conducted upon completion of the government issued punchlist.
- C. Task Order Completion Date – The contractor shall complete all work including final inspection and acceptance, demobilization, and site cleanup prior to the final TO completion date. Failure to do so may be cause for an option year to not be exercised.
- D. The Contractor's Quality Control (CQC) Plan, with which the Contractor proposes to implement the requirements of FAR 52.246-12, Inspection of Construction, shall identify personnel, procedures, instructions, records, and forms to be used. The Contractor shall submit its Quality Control Plan within sixty (60) days of contract award, or prior to commencement of work under individual task orders, whichever comes first, for review and approval by the Contracting Officer. Failure to execute the Quality Control Plan shall result in withholding of funds from payments in accordance with the payment clause included in Section 00300, General Conditions, of this contract.
- E. Coordination Meeting / Initial Pre-Construction Conference: Prior to the performance of the first task order, the Contractor shall meet with the Contracting Officer or designated representative, and discuss the Contractor's Quality Control Plan (CQC) and implementation. Minutes of the meeting shall be prepared by the Contractor and signed by both the Contractor and the Contracting Officer. The minutes shall become a part of the contract file. There may also be occasions when subsequent conferences may be called to reconfirm mutual understandings.
- F. The Quality Control Plan shall include as a minimum, the following:
- (1) A description of the quality control organization, including chart showing lines of authority and acknowledgement that the CQC staff shall report to the project manager or someone higher in the Contractor's organization.
 - (2) The qualifications, duties, responsibilities, and authorities of each person assigned a quality control function.
 - (3) A copy of the letter to the Quality Control Manager, signed by an authorized official of the firm, which describes the responsibilities and delegates the authorities of the Quality Control Manager, shall be furnished.
 - (4) Procedures for scheduling and managing submittals, including those of subcontractors, offsite fabricators, suppliers, and purchasing agents.
 - (5) Control testing procedures for each specific test performed on any task order will be submitted and approved prior to the start of construction on that task order (Laboratory facilities will be approved by the Contracting Officer).
 - (6) Reporting procedures, including proposed reporting formats and distribution of the documents. The Government reserves the right to require the Contractor to make changes in his CQC Plan and operations as necessary to obtain the quality specified. These changes must be submitted to and approved by the Contracting Officer.
 - (7) Notification of Changes: The Contractor shall notify the Contracting Officer in writing of any proposed changes to the CQC plan. Proposed changes are subject to acceptance by the Contracting Officer.
- G. Quality Control Organization
- (1) CQC System Manager: The Contractor shall identify an individual, within his organization, who shall be responsible for overall management of CQC and have authority to act in all CQC matters for the

Contractor. The Contracting Officer shall approve the CQC System Manager and may required that he/she be replaced if the CQC System Manager is unable or unwilling to perform his/her duties as prescribed.

- (2) Personnel: A staff shall be maintained under the direction of the CQC System Manger to perform all quality control activities. The actual strength of the staff during any specific work period may vary to cover work phase needs, shifts, and rate of placement. The personnel of this staff shall be fully qualified by experience and technical training to perform their assigned responsibilities, and shall be directly hired by and work for the prime Contractor.
- (3) Minimum Qualifications: Inspectors shall have working knowledge of general construction. The major areas of construction are electrical, mechanical, site work, masonry, finish work, and carpentry. The inspectors may have expertise in one or two areas, and may inspect those areas when that type of work is ongoing.
- (4) Minimum Staffing: Each task order in progress shall be comprehensively inspected at least daily, and these inspections shall be documented.

H. Submittals: The CQC organization shall be responsible for certifying that all submittals are in compliance with the contract requirements.

I. Control: Contractor quality control is the means by which the Contractor assures himself that his construction complies with the requirements of the contract plans and specifications. The controls shall be adequate to cover all construction operations, including both on-site and off-site fabrication, and will be keyed to the proposed construction sequence. Quality control includes, as a minimum, the following functions:

- (1) All submittals are submitted in a timely fashion.
- (2) The submittals are approved.
- (3) The supplies that are delivered are the same as the ones on the submittal.
- (4) The supplies are in the proper condition when delivered.
- (5) The supplies are stored properly.
- (6) The construction equipment is correct and meets contract requirements.
- (7) Testing provisions are reviewed and testing equipment and personnel are available and competent.
- (8) All tests are performed at the proper times and in the proper places.
- (9) All test reports meet contract requirements.
- (10) The workers are cognizant of the required level of workmanship.
- (11) Inspect each area of work to ensure the preparation for the work is correct.
- (12) Inspect each feature of the work to ascertain that no deficient work is covered up by succeeding work.
- (13) Inspections shall continue throughout the contract.
- (14) Document all inspections.
- (15) The documentation covers both conforming and defective work.
- (16) All deficiencies are corrected.
- (17) Develop procedures to ensure that deficiencies do not recur.
- (18) Develop a 'punch list' for the completion inspection.
- (19) Government officials are notified at the proper times of inspections or tests that are required.

J. Tests:

- (1) Testing Procedures: The Contractor shall perform tests specified or required to verify the control measures are adequate to provide a product which conforms to contract requirements. The Contractor shall procure the services of an industry recognized testing laboratory, or establish an approved testing laboratory at the project site. The Contractor shall perform the following activities and record and provide the following data:
 - (a) Verify that testing procedures comply with contract requirements.
 - (b) Verify that facilities and testing equipment are available and comply with testing standards.
 - (c) Check test instruments calibration data against certified standards.

- (d) Verify that recording forms, including all of the test documentation requirements, have been prepared.

(2) Testing:

- (a) Capability Check: The Contracting Officer's Representative will have the right to check laboratory equipment in the proposed laboratory for compliance with the standards set forth in the contract specifications, and to check the laboratory technician's testing procedures and techniques.
- (b) Capability Re-check: If the selected laboratory fails the capability check, the Contractor shall be assessed a charge of \$750.00 to reimburse the Government for each succeeding re-checks of the laboratory or the checking of a subsequently selected laboratory. Such costs will be deducted from the contract amount due the Contractor.
- (c) Project Laboratory: The Contracting Officer's Representative will have the right to utilize the Contractor's control testing laboratory and equipment to make assurance tests, and to check the Contractor's testing procedures, techniques, and test results at no additional cost to the Government.
- (d) Transportation of Samples for Testing: Costs incidental to the transportation of samples or materials will be borne by the Contractor. Costs incidental for transportation of samples of materials for test verification and acceptance testing by the Government shall be borne by the Contractor.

- (3) Completion Inspection: At the completion of all work or any increment thereof, established by a completion time line stated elsewhere in the specifications, the CQC System Manager shall conduct a completion inspection of the work, and develop a "punch list" of items which do not conform to the approved plans and specifications. Such a list shall be included in the CQC documentation as required by paragraph 4 below and shall include the estimated date by which the deficiencies will be corrected. The CQC System Manager or his staff shall make a second completion inspection to ascertain that all deficiencies have been corrected, and so notify the Contracting Officer's Representative. The completion inspection, and any deficiency corrections required by this paragraph, will be accomplished within the time stated for completion of the entire work or any particular increment thereof, if the project is divided into increments by separate completion dates. The completion inspection and second inspection shall be performed before the work is turned over to the contract inspectors as being complete.

(4) Documentation:

- (a) Records: The Contractor shall maintain current records of quality control operations, activities, and tests performed, including the work of suppliers and subcontractors. The records shall be on the Daily Construction Quality Control Report, and indicate a description of trades working on the project, the number of personnel working, the weather conditions encountered, any delays encountered, and acknowledgement of deficiencies noted, along with the corrective action taken on current and previous deficiencies. In addition, these records shall include factual evidence that required activities or tests have been performed, including, but not limited to, the following:

- Type and number of control activities and tests involved;
- Results of control activities or tests;
- Nature of defects causes for rejection, etc;
- Proposed remedial action; and
- Corrective actions taken.

- (b) Content: These records shall cover both conforming and defective or deficient features, and shall include a statement that supplies and material incorporated in the work have been inspected and comply with the contract. A legible copy of these records shall be furnished to the Contracting Officer's Representative daily.

- (5) Notification of Non-compliance: The Contracting Officer will notify the Contractor of any noncompliance with the foregoing requirements. The Contractor shall, after receipt of such notice,

immediately take corrective action. Such notice, when delivered to the Contractor, or his representative at the site of the work, shall be deemed sufficient for the purpose of notification. If the Contractor fails or refuses to comply promptly, the Contracting Officer may issue an order stopping all or part of the work until satisfactory corrective action has been taken. The Contractor shall not make this the subject of a claim for extension of time or for excess costs or damages due to any such stop orders.

AE. OPERATIONS AND MAINTENANCE

Prior to the first payment for each task order, the Contractor shall submit one (1) complete equipment listing, to include all name-plate data, and two (2) copies of all operation and maintenance manuals to the Ordering Officer for HVAC systems, electrical controls, etc. The Contractor shall conduct a training session to brief Government personnel on the operation and maintenance procedures of such systems.

AF. LIMITATIONS ON SUBCONTRACTING – MONITORING AND COMPLIANCE

Accordingly, any contract resulting from this solicitation will include this clause. The contractor is advised in performing contract administration functions, the CO may use the services of a support contractor(s) retained by VA to assist in assessing the contractor's compliance with the limitations on subcontracting or percentage of work performance requirements specified in the clause. To that end, the support contractor(s) may require access to contractor's offices where the contractor's business records or other proprietary data are retained and to review such business records regarding the contractor's compliance with this requirement. All support contractors conducting this review on behalf of VA will be required to sign an "Information Protection and Non-Disclosure and Disclosure of Conflicts of Interest Agreement" to ensure the contractor's business records or other proprietary data reviewed or obtained in the course of assisting the CO in assessing the contractor for compliance are protected to ensure information or data is not improperly disclosed or other impropriety occurs. Furthermore, if VA determines any services the support contractor(s) will perform in assessing compliance are advisory and assistance services as defined in FAR 2.101, Definitions, the support contractor(s) must also enter into an agreement with the contractor to protect proprietary information as required by FAR 9.505-4, obtaining access to proprietary information, paragraph (b). The contractor is required to cooperate fully and make available any records as may be required to enable the CO to assess the contractor's compliance with the limitations on subcontracting or percentage of work performance requirement.