# PART I - THE SCHEDULE 1

1. SOLICITATION NO.

2. TYPE OF SOLICITATION

3. DATE ISSUED

PAGE OF PAGES

4. CONTRACT NO.

5. REQUISITION/PURCHASE REQUEST NO.

6. PROJECT NO.

7. ISSUED BY

CODE

8. ADDRESS OFFER TO

A. NAME

B. TELEPHONE NO. (Include area code) (NO COLLECT CALLS)

10. THE GOVERNMENT REQUIRES PERFORMANCE OF THE WORK DESCRIBED IN THESE DOCUMENTS (Title, identifying no., 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. 4-85)

STANDARD FORM 1442

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

NSN 7540-01-155-3212

SOLICITATION, OFFER

AND AWARD

(Construction, Alteration, or Repair)

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

131

VA256-12-R-0259

X

12-20-2012

none

Department of Veterans Affairs

Overton Brooks VA Medical Center (90C)

510 East Stoner Avenue

Shreveport LA 71101

See Block 7

Travis A. Sippel

318-990-4059

Construction IDIQ

DESCRIPTION OF PROJECT: All contracts will be indefinite-delivery, indefinite quantity (IDIQ) contracts for construction

efforts at Overton Brooks Veterans Administration Medical Center (OBVAMC), Shreveport, Louisiana. Construction projects

shall be awarded by individual task orders on an as needed basis. Projects shall be in support of real property

maintenance, repair, alteration, and/or new construction. The Contractor shall be required to furnish all materials,

equipment, and personnel necessary to maintain a management office close enough to allow for a one (1) hour response

time, during normal business hours, to receive work reports and provide other engineering management services

needed to accomplish individual jobs. The jobs may include tasks in a variety of trades such as, but not limited

to, carpentry, road repair, roofing, excavation, electrical work, steam work, plumbing, asbestos abatement,

sheet metal, painting, demolition, concrete masonry, welding and mechanical in accordance with the attached

Statement of Work. See attachment 2 regarding disposing of demolition materials. Any hazardous materials resulting

from the demolition shall be properly disposed of in accordance with standards.

IAW VAAR 836.204 project cost magnitude between $20,000,000.00 and $50,000,000.00 which includes all contracts awarded.

MINIMUM GUARANTEE FOR THIS CONTRACT IS $25,000.00 PER CONTRACT.

A Pre-Bid Conference will be held on January 10, 2013 at 10am. Please see attachment 8 for the reservation form.

This acquisition is for a FIRM FIXED PRICE, MULTIPLE AWARD, INDEFINITE DELIVERY-INDEFINITE QUANTITY TYPE CONTRACT.

Pursuant to Public Law 109-461 (38 U.S.C. 8127), this acquisition is 100% set-aside for

SERVICE DISABLED VETERAN OWNED SMALL BUSINESSES.

NAICS CODE IS 236220 and the Small Business Size Standard is $33.5 Million.

US Department of Labor General Decisions, LA120009, 11/16/12 LA9 (Davis Bacon Wage Determination) is hereby

incorporated into and made a part of this solicitation and any resulting award documents.

\* See Attachment 1, Statement of Work, Paragraph 6.1

\*\* Note: Period of Performance for each individual task order issued under any resulting contract will be established

during the negotiation of each task order.

TBD 365

x

x

52.211-10

X

15

3

2:00 pm

01-22-2013

X

180

# SECTION A - SOLICITATION/CONTRACT FORM 123

## SF 1442 SOLICITATION, OFFER, AND AWARD (Construction, Alteration, or Repair)

14. NAME AND ADDRESS OF OFFEROR

15. TELEPHONE NO.

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 NO.

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. 253(c) (

)

26. ADMINISTERED BY

CODE

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, requisitions 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

BY

OFFER

AWARD

STANDARD FORM 1442(REV. 4-85)BACK

(Include ZIP Code)

(Include area code)

(Include only if different than Item 14)

(Insert any number equal to or greater than

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

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

(Type or print)

(4 copies unless otherwise specified)

(Type or print)

(Type or print)

(Contractor is required to sign this

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

(Contractor is not required to sign this document.)

(Must be fully completed by offeror)

(To be completed by Government)

CONTRACTING OFFICER WILL COMPLETE ITEM 28 OR 29 AS APPLICABLE

Department of Veterans Affairs

Overton Brooks VA Medical Center (90C)

510 East Stoner Avenue

Shreveport LA 71101

Department of Veterans Affairs

Financial Services Center (667)

PO Box 149971

Austin TX 78714-9971

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# 

# SCHEDULE

**CONTRACT TASK ORDER ISSUING PERIOD**

The basic contract period will begin on the date of award and end exactly 12 months later, or when the maximum contract amount is reached, whichever happens first. Definitive beginning and ending dates for the basic contract period will be identified on the award document based on the actual award date.

Option periods exercised under this contract will begin on the date of award and end exactly 12 months later, or when the maximum contract amount is reached, whichever happens first. Definitive beginning and ending dates for the option period will be identified on the modification document based on the actual date the option is exercised.

**CONTRACTOR’S CO-EFFICIENT**

The sum of all line item prices obtained from the Computerized Pricing Guide (CPG) shall be multiplied by the contractor’s co-efficient to obtain the total pre-priced component of each task order price. The co-efficient may be an increase to the CPG prices (e.g. 1.10), a decrease (e.g. 0.90), or a net (e.g. 1.0). The co-efficient shall not exceed 2 decimal places.

The co-efficient must be formulated to include all allowable costs, including but not limited to overhead, profit, mobilization, demobilization, bond premiums, insurance, protection of government property, costs of design and negotiation, expenses incurred by compliance with environmental and safety laws and regulations, equipment rentals, Computerized Pricing Guide estimating system or equal with annual updates, general and administrative expenses, and other associated contingencies. Absolutely no allowances will be made for any items other than pre-priced and non-priced items.

Coefficient Bid Schedule: a coefficient shall be submitted for each subclin, Standard (7:00 am to 4:30 pm) and Non Standard (4:30 pm to 7:00 am). The only difference in the two sub clins is the time frames worked.

**COMPUTERIZED PRICING GUIDE (CPG)**

All task order prices shall be based on the latest Cost Works estimating system, hereinafter referred to as the Computerized Pricing Guide (CPG).

Line item prices for each work item or assembly shall be applied to the BURDENED, NO CITY COST INDEX indentified in the current copy of Cost Works Cost Estimating Guides. All line items in the CPG shall be bid assuming waste is included in the line items. Actual square footage quantities measured shall be used for quantity take-offs. Line items in the CPG shall include as part of the line item, all miscellaneous line items required to install that item. For example: Installation of the line item “1/2 inch conduit” will include costs of couplings, straps, screws, and any other materials required for complete installation of that line item.

The contractor will be responsible for payment of Davis-Bacon Wage rates, which will be reflected on payroll sheets. However, the CPG estimating system labor rates will not be adjusted.

The Supervisory Project Engineer, Engineering Services and the Contractor will coordinate to ensure that each office uses the same CPG.

Limitations on Subcontracting – Monitoring and Compliance

This solicitation includes *VA Acquisition Regulation (VAAR) 852.219-10, VA Notice of Total Service-Disabled Veteran-Owned.* 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.

ITEM DESCRIPTION OF COEFFICIENT

NO. SUPPLIES/SVCS

0001

Base Year: Performance Period is one year from date of award. Work shall be performed in

accordance with the attached Statement of Work.

0001a \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Base year Standard Work Hours:

Base year standard work hours Co-Efficient: The period from 7:00am

to 4:30pm, Monday through Friday, excluding Saturdays, Sundays and Federal

holidays.

0001b \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Base year Non Standard Work Hours:

Base year non standard work hours Co-Efficient: The period from 4:30pm

to 7:00am, Monday through Friday, and anytime on Saturdays, Sundays and

Federal holidays.

1001

Option Year One: Performance Period is one year from exercise of option year one. Work

shall be performed in accordance with the attached Statement of Work.

1001a \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

First Option Year Standard Work Hours

First option year standard work hours Co-Efficient: The period from 7:00am

to 4:30pm, Monday through Friday, excluding Saturdays, Sundays and Federal

holidays.

1001b \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

First Option Year Non Standard Work Hours:

First option year non standard work hours Co-Efficient: The period from 4:30pm

to 7:00am, Monday through Friday, and anytime on Saturdays, Sundays and

Federal holidays.

1002

Option Year Two: Performance Period is one year from exercise of option year two. Work

shall be performed in accordance with the attached Statement of Work.

1002a \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Second Option Year Standard Work Hours

Second year standard work hours Co-Efficient: The period from 7:00am

to 4:30pm, Monday through Friday, excluding Saturdays, Sundays and Federal

holidays.

1002b \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Second Option Year Non Standard Work Hours:

Second option year non standard work hours Co-Efficient: The period from 4:30pm

to 7:00am, Monday through Friday, and anytime on Saturdays, Sundays and

Federal holidays.

1003

Option Year Three: Performance Period is one year from exercise of option year three. Work

shall be performed in accordance with the attached Statement of Work.

1003a \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Third Option Year Standard Work Hours

Third option year standard work hours Co-Efficient: The period from 7:00am

to 4:30pm, Monday through Friday, excluding Saturdays, Sundays and Federal

holidays.

1003b \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Third Option Year Non Standard Work Hours:

Third option year non standard work hours Co-Efficient: The period from 4:30pm

to 7:00am, Monday through Friday, and anytime on Saturdays, Sundays and

Federal holidays.

1004

Option Year Four: Performance Period is one year from exercise of option year four. Work

shall be performed in accordance with the attached Statement of Work.

1004a \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Fourth Option Year Standard Work Hours

Fourth option year standard work hours Co-Efficient: The period from 7:00am

to 4:30pm, Monday through Friday, excluding Saturdays, Sundays and Federal

holidays.

1004b \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Fourth Option Year Non Standard Work Hours:

Fourth option year non standard work hours Co-Efficient: The period from 4:30pm

to 7:00am, Monday through Friday, and anytime on Saturdays, Sundays and

Federal holidays.

# 

# INFORMATION REGARDING BIDDING MATERIAL, BID GUARANTEE AND BONDS

(a) Bidding materials consisting of drawings, specifications and contract forms may be obtained by qualified General (Prime) Contractors interested in submitting bids direct to the Department of Veterans Affairs. A maximum of 1 sets may be issued when requested. Up to 1 sets of drawings and specifications will be furnished upon request to subcontractors for their use in preparing subbids for General (Prime) Contractors. Suppliers and subcontractors listed above shall show in their requests the work or equipment for which they intend to prepare subbids.

(b) One set of drawings and specifications may be obtained by Builders Exchanges, Chambers of Commerce, Quantity Surveyors, trade and microfilming organizations.

(c) Bidding materials may be obtained only upon written application to the issuing office. Bidders should allow 5 working days after receipt of their request by the issuing office for reproduction, in addition to mail delivery time when requesting bidding material.

(d) Subcontractors, material firms and others interested in preparing subbids may, upon application to the issuing office, obtain a list of organizations, such as Builders Exchanges, Chambers of Commerce, Contractors and others, who have received bidding materials.

(e) While no deposit will be necessary, return of the bidding material, postage prepaid, to the issuing office within 10 days after date of opening bids will be required. In case no bid is to be submitted, the return of the bidding material, as soon as this fact has been determined and before the date of opening bids, is requested. If you decide not to bid on this project, please advise the issuing office of your reasons (the contracting officer should modify accordingly if a deposit is required).

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

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

DESCRIPTION OF WORK:

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

(End of Clause)

# INSTRUCTIONS, CONDITIONS AND OTHER STATEMENTS TO BIDDERS/OFFERORS

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

The Government contemplates award of a Firm Fixed Price, Indefinite Quantity contract resulting from this solicitation.

(End of Provision)

## 2.2 52.222-5 DAVIS-BACON ACT--SECONDARY SITE OF THE WORK (JUL 2005)

(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, Davis-Bacon Act, of this solicitation.

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

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

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

(End of Provision)

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

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

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

|  |  |
| --- | --- |
| **Goals for minority participation for each trade** | **Goals for female participation for each trade** |
| 29.3 % | 6.9 % |

These goals are applicable to all the Contractor's construction work performed in the covered area. If the Contractor performs construction work in a geographical area located outside of the covered area, the Contractor shall apply the goals established for the geographical area where the work is actually performed. Goals are published periodically in the Federal Register in notice form, and these notices may be obtained from any Office of Federal Contract Compliance Programs office.

(c) The Contractor's compliance with Executive Order 11246, as amended, and the regulations in 41 CFR 60-4 shall be based on (1) its implementation of the Equal Opportunity clause, (2) specific affirmative action obligations required by the clause entitled "Affirmative Action Compliance Requirements for Construction," and (3) its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade. The Contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor, or from project to project, for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, Executive Order 11246, as amended, and the regulations in 41 CFR 60-4. Compliance with the goals will be measured against the total work hours performed.

(d) The Contractor shall provide written notification to the Deputy Assistant Secretary for Federal Contract Compliance, U.S. Department of Labor, within 10 working days following award of any construction subcontract in excess of $10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the--

(1) Name, address, and telephone number of the subcontractor;

(2) Employer's identification number of the subcontractor;

(3) Estimated dollar amount of the subcontract;

(4) Estimated starting and completion dates of the subcontract; and

(5) Geographical area in which the subcontract is to be performed.

(e) As used in this Notice, and in any contract resulting from this solicitation, the "covered area" is

State: Louisiana

Parish: Caddo

City: Shreveport

(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 52.225-11 BUY AMERICAN ACT--CONSTRUCTION MATERIALS UNDER TRADE AGREEMENTS (MAY 2012)

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

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

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

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

"Commercially available off-the-shelf (COTS) item"-- (1) Means any item of supply (including construction material) that is--

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

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

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

(2) Does not include bulk cargo, as defined in section 3 of the Shipping Act of 1984 (46 U.S.C. App. 1702), such as agricultural products and petroleum products.

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

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

"Cost of components" means--

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

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

"Designated country" means any of the following countries:

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

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

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

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

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

"Domestic construction material" means--

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

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

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

(ii) The construction material is a COTS item.

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

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

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

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

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

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

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

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

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

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

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

(b) Construction materials.

(1) This clause implements the Buy American Act (41 U.S.C. chapter 83) by providing a preference for domestic construction material. In accordance with 41 U.S.C. 1907, the component test of the Buy American Act is waived for construction material that is a COTS item (See FAR 12.505(a)(2)). In addition, the Contracting Officer has determined that the WTO GPA and Free Trade Agreements (FTAs) apply to this acquisition. Therefore, the Buy American Act restrictions are waived for designated county construction materials.

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

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

Lead Glass

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

(i) The cost of domestic construction material would be unreasonable. The cost of a particular domestic construction material subject to the restrictions of the Buy American Act 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 Act 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 Act.

(1)(i) Any Contractor request to use foreign construction material in accordance with paragraph (b)(4) of this clause shall include adequate information for Government evaluation of the request, including--

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

(B) Unit of measure;

(C) Quantity;

(D) Price;

(E) Time of delivery or availability;

(F) Location of the construction project;

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

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

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

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

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

(2) If the Government determines after contract award that an exception to the Buy American Act applies and the Contracting Officer and the Contractor negotiate adequate consideration, the Contracting Officer will modify the contract to allow use of the foreign construction material. However, when the basis for the exception is the unreasonable price of a domestic construction material, adequate consideration is not less than the differential established in paragraph (b)(4)(i) of this clause.

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

(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)

## 2.6 52.225-12 NOTICE OF BUY AMERICAN ACT REQUIREMENT --CONSTRUCTION MATERIALS UNDER TRADE AGREEMENTS (FEB 2009)

(a) *Definitions.* "Commercially available off-the-shelf (COTS) item," "construction material," "designated country construction material," "domestic construction material," and "foreign construction material," as used in this provision, are defined in the clause of this solicitation entitled "Buy American Act--Construction Materials Under Trade Agreements" (Federal Acquisition Regulation (FAR) clause 52.225-11).

(b) *Requests for determination of inapplicability.* An offeror requesting a determination regarding the inapplicability of the Buy American Act should submit the request to the Contracting Officer in time to allow a determination before submission of offers. The offeror shall include the information and applicable supporting data required by paragraphs (c) and (d) of FAR clause 52.225-11 in the request. If an offeror has not requested a determination regarding the inapplicability of the Buy American Act 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 Act, based on claimed unreasonable cost of domestic construction materials, by adding to the offered price the appropriate percentage of the cost of such foreign construction material, as specified in paragraph (b)(4)(i) of FAR clause 52.225-11.

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

(d) Alternate offers.

(1) When an offer includes foreign construction material, other than designated country construction material, that is not listed by the Government in this solicitation in paragraph (b)(3) of FAR clause 52.225-11, the offeror also may submit an alternate offer based on use of equivalent domestic or designated country construction material.

(2) If an alternate offer is submitted, the offeror shall submit a separate Standard Form 1442 for the alternate offer, and a separate price comparison table prepared in accordance with paragraphs (c) and (d) of FAR clause 52.225-11 for the offer that is based on the use of any foreign construction material for which the Government has not yet determined an exception applies.

(3) If the Government determines that a particular exception requested in accordance with paragraph (c) of FAR clause 52.225-11 does not apply, the Government will evaluate only those offers based on use of the equivalent domestic or designated country construction material, and the offeror shall be required to furnish such domestic or designated country construction material. An offer based on use of the foreign construction material for which an exception was requested--

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

(ii) May be accepted if revised during negotiations.

(End of Provision)

## 2.7 52.233-2 SERVICE OF PROTEST (SEP 2006)

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

Hand-Carried Address:

Department of Veterans Affairs

Purchasing and Contracting (90C)

Attention: Travis A. Sippel

1800 Buckner Square, suite C-200, Rm 29

Shreveport, LA 71101-4433

Mailing Address:

Department of Veterans Affairs

Overton Brooks VA Medical Center (90C)

Attention: Travis A. Sippel

510 East Stoner Avenue

Shreveport, LA 71101-4433

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

(End of Provision)

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

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

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

January 10, 2013 at 10:00 AM Local Time

(c) Participants will meet at-

Building 1, Room 2W50

(End of Provision)

## 2.9 852.211-72 TECHNICAL INDUSTRY STANDARDS (JAN 2008)

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

(End of Provision)

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

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

(End of Clause)

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

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

(1) Include the name, address, fax number, and telephone number of the protester;

(2) Identify the solicitation and/or contract number;

(3) Include an original signed by the protester or the protester's representative and at least one copy;

(4) Set forth a detailed statement of the legal and factual grounds of the protest, including a description of resulting prejudice to the protester, and provide copies of relevant documents;

(5) Specifically request a ruling of the individual upon whom the protest is served;

(6) State the form of relief requested; and

(7) Provide all information establishing the timeliness of the protest.

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

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

(End of Provision)

## 2.12 VAAR 852.233-71 ALTERNATE PROTEST PROCEDURE (JAN 1998)

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

(End of Provision)

PLEASE NOTE: The correct mailing information for filing alternate protests is as follows:

Deputy Assistant Secretary for Acquisition and Logistics,

Risk Management Team, Department of Veterans Affairs

810 Vermont Avenue, N.W.

Washington, DC 20420

Or for solicitations issued by the Office of Construction and Facilities Management:

Director, Office of Construction and Facilities Management

811 Vermont Avenue, N.W.

Washington, DC 20420

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

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

(End of Provision)

## 2.14 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/oamm/oa/ars/policyreg/vaar/index.cfm

(End of Provision)

|  |  |  |
| --- | --- | --- |
| **FAR Number** | **Title** | **Date** |
| 52.215-1 | INSTRUCTIONS TO OFFERORS--COMPETITIVE ACQUISITION | JAN 2004 |
| 52.236-28 | PREPARATION OF PROPOSALS--CONSTRUCTION | OCT 1997 |

# 

# GUIDELINES AND INSTRUCTIONS TO OFFERORS – COMPETITIVE ACQUISTIONS

In accordance with FAR 15.304(c), **all non-price factors, when combined, are approximately equal to Cost/Price and the two (2) offerors who demonstrates the “best overall value” to the government will be selected**. The evaluation factors that apply to this acquisition are a part of the Source Selection Plan. Specialized Experience is the most important non-priced factor. The 2nd most important non-priced factors are Past Performance and Key Personnel Capabilities and Experience which are equally important. The 3rd ranked non-priced factors is the Organization/Technical Approach. Within the technical factors, the technical sub-factors are listed with relative importance identified. The applicable evaluation factors and submission requirements are identified below.

Offerors are advised the government will evaluate both Performance Capability and Pricing factors, as described in this section. Offerors are required to submit a Performance Capability (Technical) Proposal as outlined in this section, in addition to its Price Proposal. (In this solicitation, the words Price and Coefficient are used interchangeably.) The Department of Veterans Affairs will not pay any costs incurred for the preparation and submission of proposals.

The Government intends to use the “Best Value” Past Performance/Price tradeoff process source selection approach in accordance with FAR 15.101-1. Awards will be made to the most responsive, responsible offerors whose offers, in conformance with this solicitation, results in the overall best value to the Government, price plus other factors considered. The Contracting Officer will award two (2) firm fixed-price contracts to the responsible Offerors whose proposal the Source Selection Authority (SSA) has determined conforms to the solicitation, is fair and reasonable, represents fair market value and offers the best overall value to the Government, considering all non-price factors described herein and price. The intent of this Solicitation is to obtain the best proposal within cost magnitude of $20,000,000.00 and $50,000,000.00 (VAAR 836.204). After the Government individually evaluates and rates each proposal, the Source Selection Authority’s (SSA) decision shall be based on a comparative assessment of proposals against all source selection criteria in the solicitation. **To be eligible for consideration of award, an overall rating of no less than Acceptable must be achieved for Factor I**. The Government reserves the right to accept other than the lowest priced offer or to reject all offers. The Government will not award a contract to an Offeror whose proposal contains a deficiency, as defined in FAR 15.001. If there is a lower priced, conforming offer(s), the Contracting Officer/Source Selection Official must determine that the added value of a more expensive proposal would justify award to that offeror. The Government intends to evaluate proposals and award a contract without discussions with offerors unless holding discussion is determined by the Source Selection Team to be in the best interest of the Government. Therefore, proposals should be submitted initially on the most favorable terms from a price and technical standpoint. Do not assume that offerors will be contacted or afforded an opportunity to clarify, discuss or revise their proposals.

1.0 **GENERAL INFORMATION**

1.1 **PROPOSAL PREPARATION INSTRUCTIONS**:

1.1.1. These instructions prescribe the format of proposals and describe the approach for the development and presentation of the proposal data. They are designed to ensure the submission of necessary information to provide for the understanding and comprehensive evaluation of proposals. Carefully review this section prior to commencing proposal preparation. All solicitation amendments must be acknowledged in accordance with FAR Provision 52.215-1 and Guidelines and Instructions to Offerors.

1.1.2. Offerors are cautioned to strictly comply with all instructions within this solicitation to ensure submission of a complete proposal. Failure to furnish a complete proposal, at the time of proposal submission, may result in the proposal being unacceptable to the Government and eliminated from consideration of award.

1.1.3. After completing all required information, submit the information in accordance with the “Proposal Due Date Schedule” paragraph 1.3.2.and return the original and specified number of copies to the issuing office as listed in paragraph 1.3.2. below. Mark the front of the envelope/box with the following: *“Proposal No.* **VA256-12-R-0259,** *DO NOT OPEN – Competitive Acquisition.”*

1.1.4. **MISSING PAGES:** It is the responsibility of the prospective offeror to examine the contents of this solicitation to verify that he/she has all pages. However, in the event you feel as though you are missing pages or have duplicate pages, you are urged to contact the Contracting Officer.

1.1.5. **TECHNICAL QUESTIONS:** Questions of a technical nature must be provided in writing and shall be submitted from the prospective firm to the Contracting Officer named in Item 9a (SF 1442). **ONLY** questions shall be submitted via e-mail to: [travis.sippel@va.gov](mailto:travis.sippel@va.gov) . The subject line must read: **VA256-12-R-0259, Construct IDIQ – Technical Question*.*** Oral questions of a technical nature are not acceptable due to the possibility of misunderstanding or misinterpretation. **THE PREPROPOSAL CONFERENCE / SITE VISIT IS SCHEDULED FOR THURSDAY, JANUARY 10, 2013 AT 10:00 AM LOCAL TIME IN 2W50.** **THE CUT-OFF DATE AND TIME FOR RECEIPT OF QUESTIONS PRIOR TO SITE VISIT IS TUESDAY, JANUARY 08, 2013 AT 3:00 PM LOCAL TIME. CUT-OFF DATE AND TIME FOR RECEIPT OF QUESTIONS AFTER SITE VISIT IS TUESDAY, JANUARY 15, 2013 AT 3:00 PM LOCAL TIME.**

**\*\*NOTE\*\* USE ATTACHMENT 8, PRE-PROPOSAL CONFERENCE RESERVATION FORM TO RESERVE A SPOT AT THE CONFERENCE / SITE VISIT.**

1.2 **PROPOSAL CONTENT**:

1.2.1. Prospective offerors shall submit the following volumes: Volume 1, Performance Capability (Technical) Proposal to include Specialized Experience, Past Performance, Organization/Technical Approach, and Key Personnel Capabilities and Experience in original and three (3) copies and Volume II, Price Proposal and Pro Forma Documents in original and three (3) copies. Offerors are cautioned to carefully review the proposal requirement for these volumes and ensure a complete proposal is submitted. Incomplete proposals may be determined non-responsive and rejected from consideration.

1.3 **PROPOSAL DUE DATE SCHEDULE**:

1.3.1 The entire proposal (Volumes I and II) is due by the date and time set for the receipt of proposals shown in Block 13 of the SF 1442. **Offerors are also to ensure the past performance references provide questionnaires responses to the Contracting Officer no later than the date established for receipt of offers**.

1.3.2 Submit your Proposal to arrive **NO LATER THAN TUESDAY, JANUARY 22, 2013 AT 2:00 PM LOCAL TIME to:**

Hand-Carried Address:

Department of Veterans Affairs

Purchasing and Contracting (90C)

Attention: Travis A. Sippel

1800 Buckner Square, Suite C-200, Room 29

Shreveport LA 71101-4433

Mailing Address:

Department of Veterans Affairs

Overton Brooks VA Medical Center (90C)

Attention: Travis A. Sippel

510 East Stoner Avenue

Shreveport LA 71101-4433

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

1.3.3. Offerors are to submit a coefficient for each CLIN (Contract Line Item), Standard and Non-Standard Work Hours, as shown in the Bid Schedule. In this solicitation, the words “offer” and “proposal” are used interchangeably. (See definition of “offer” at FAR 2.101.)

1.3.4. **A PROPERLY SUBMITTED OFFER SHALL CONSIST OF THE FOLLOWING, INCOMPLETE PROPOSALS MAY BE CONSIDERED NORESPONSIVE:**

1.3.4.1. Complete Standard Form 1442, blocks 14, 15, 16, 17, 19 (if applicable) 20A, 20B and 20C, and fill in the blanks in the Bid Schedule, pages 8 and 9.

1.3.4.2. Completion of the Representations & Certifications is required in accordance with FAR Clause 52.204-8. Copy of SAM Representations & Certifications may be substituted.

1.3.4.3. Acknowledge any solicitation amendments in block 19 of the Standard Form 1442. Returned a signed copy of all amendments with your offer.

1.3.4.4. Submit one (1) original and three (3) copies of Volume I which shall include:

Specialized Experience

Past performance

Organization/Technical Approach

Key Personnel

1.3.4.5. Submit one (1) original and three (3) copies of Volume II which shall include:

Bid Schedule

Representations & Certifications

Bid Guarantee (Bid Bond) – only one original required

1.3.5. **HAND CARRIED PROPOSALS:** Deliver to: Overton Brooks VA Medical Center, Purchasing & Contracting (90C); 1800 Buckner Square, Suite C-200, Room 29, Shreveport LA 71101-4433

1.3.6. **VETBIZ REGISTRATION:** By submission of an offer, a Service-Disabled Veteran-Owned Small Business (SDVOSB) acknowledges the requirement that **the firm shall be registered in and certified in the VetBiz database at time of submission of offer to be given credit for SDVOSB status**, during performance, and through final payment of any contract resulting from solicitation VA256-12-R-0259.

1.3.7. It is the responsibility of the offeror to obtain the bid materials in a time and manner sufficient to respond to this solicitation by the specified due date/time as specified in Para 1.3.2. above.

1.4 **PROPOSAL FORMAT**:

1.4.1. Purpose: These instructions prescribe the format of proposals and describe the approach for the development and submittal of an offeror’s proposal. The proposal shall include all of the information requested in the specific instructions. **Failure to include all information requested may adversely affect the evaluation.** A proposal that merely reiterates or promises to accomplish the requirements of the RFP will be considered unacceptable. A proposal that is orderly and sufficiently documented will be easy for the Government to understand and will enable the Government to perform a thorough and fair evaluation.

1.4.2. Offerors submitting proposals for this project should limit submissions to data essential for evaluation of proposals so that a minimum of time and monies will have been expended in preparing information required herein. However, in order to be effectively and equitably evaluated, the proposals must include information sufficiently detailed to clearly describe the offeror’s experience, technical approach and management capabilities to successfully complete the project. Proposals should follow in the order of sequence set forth in the Request for Proposal (RFP). Information provided out of sequence may not be evaluated and may result in the offeror’s disqualification from award. Requirements stated in this RFP are minimums. All commitments made in the proposal may become a part of the resultant contract. The data submitted with each proposal should be complete and concise.

1.4.3. Proposal type size for text documents will not be smaller than Microsoft Word Times New Roman 10 point font; normal proportional spacing and page size shall be no larger than normal letter size paper (8 ½” x 11”). Type size for graphics, charts, diagrams and tables shall be of an appropriate font and size for the application and must be clearly readable without magnification assistance to the normal eye. Text lines will be no less than single-space. To the maximum extent practicable, proposal submission shall be double-sided.

1.4.4. Binding: Elaborate format and binding are neither necessary nor desirable. All binders will be capable of lying flat when opened. The cover and spine of each binder will clearly identify the offeror’s name; Volume number; RFP number, RFP title and copy number (e.g. copy 2 of 3). The original for each Volume will be clearly identified on the cover and the spine. All binders will allow for easy removal and replacement of pages.

1.4.5. Indexing: Each binder will contain a “Table of Contents” for that volume. The “Table of Contents” will identify major areas, paragraphs and subparagraphs by number and title as well as by page number and volume locations. Tab indexing will be used to identify Sections as appropriate.

1.4.6. Offeror may, at the discretion of the Government, be asked to provide clarifications regarding their proposals in accordance with FAR 15.306(a). Requests for such information do not constitute discussions.

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

2.0 **PROPOSAL INFORMATION AND RELATED EVALUTION FACTORS, SUBFACTORS AND ELEMENTS**

2.1. **VOLUME I, PERFORMANCE CAPABILITY (1 Original & 3 Copies)**: VOLUME I is obtained for the purpose of evaluation Performance Capability to include sub-factors as shown in table below. See Evaluation Criteria, Paragraph 5.0, below.

|  |  |  |  |
| --- | --- | --- | --- |
| Factor/Sub-Factor | Location | Description | Relative Importance |
|  |  |  |  |
| FACTOR I |  | PERFORMANCE CAPABILITY | Most Important Factor (approximately equal to Factor 2) |
| Sub-Factor 1 | Vol. 1, TAB A | Specialized Experience | Most Important Sub-Factor |
| Sub-Factor 2 | Vol. 1, TAB B | Past Performance | 2nd Most Important Sub-Factor (slightly less important than Sub-Factor 1, equally important as Sub-Factor 3) |
| Sub-Factor 3 | Vol. 1, TAB C | Key Personnel Capabilities & Experience | 2nd Most Important Sub-factor (slightly less important than Sub-Factor 1, equally important as Sub-Factor 2) |
| Sub-Factor 4 | Vol. 1, TAB D | Organization/Technical Approach | 3rd Most Important Sub-Factor (slightly less important than Sub-Factors 2 and 3.) |

2.2 **VOLUME II, PRICE/COST INFORMATION AND PRO FORMA DOCUMENTS (1 Original & 3 Copies)**:

|  |  |  |  |
| --- | --- | --- | --- |
| Factor/Sub-Factor | Location | Description | Relative Importance |
| FACTOR II |  | PRICE/COST INFORMATION & PRO FORMA DOCUMENTS | Most Important Factor (approximately equal to Factor 1) |
| Sub-Factor 1 | Vol. 2, TAB A | Price Coefficient (Standard Form 1442, Contract Line Item Schedule) | Most Important Sub-Factor |
| Sub-Factor 2 | Vol. 2, TAB B | Pro Forma Documents – Joint Venture/Teaming Arrangement, If Applicable | Not Rated in relation whether an offeror is a Joint Venture or has a Teaming Arrangement |
| Sub-Factor 3 | Vol. 2, TAB C | Pro Forma Documents – Representations & Certifications | Not Rated |
| Sub-Factor 4 | Col. 2, TAB D | Pro-Forma Documents – Bid Guarantee (**Original Only)** | Not Rated |

2.2.1. Complete in its entirety the “Offeror” portion of the Standard Form (SF) 1442. An official having the authority to contractually bind your company must sign the SF 1442 in accordance with FAR 4.102. One copy of the SF 1442 is required to have an original signature. Offerors shall provide all price information necessary to provide a meaningful basis for Government’s analysis and evaluation of price for the project set forth in Evaluation of Proposals and Basis for Award of this solicitation. The Government is not, and does not intend on, requesting certified cost or pricing data. Detailed requirements follow:

2.2.1.1. Insert the coefficients associated with the project in the Bid Schedule.

2.2.1.2. Include an introductory page, Volume II, to include points of contact, authorized negotiators, contact phone, facsimile numbers and email addresses.

3.0. **VOLUME I – FACTOR 1 – PERFORMANCE CAPABILITY**

3.1 **TAB A – SUBFACTOR 1 – SPECIALIZED EXPERIENCE**

3.1.1. *Submission Requirements*:

3.1.1.1. Offeror shall demonstrate the relevant experience of key personnel (to include, but not limited to the Project Manager, Site Superintendant, Site Quality Control Manager and Site Safety Officer) and key subcontractors designated for this project. Utilize the Company Specialized Experience Form (Attachment 3) and the Company Specialized Experience Key Subcontractor (Attachment 4) at the end of the solicitation. Provide and identify at least three federal, state or local government contracts and/or private sector contracts in a healthcare environment of **similar type, scope, size and complexity** that are ongoing and/or have been recently completed within the last five (5) years. It is desired the team proposed (Project Manager, Site Superintendent, Site Quality Control Manager and Site Safety Officer) for this contract has experience on projects similar to this requirement.

3.1.1.2. The offeror may provide a supplemental narrative (not project lists), not to exceed three pages, explaining how any corporate experience that is not directly related to the specific projects above is applicable to this project and how the government will benefit.

3.1.2. *Evaluation Criteria*:

3.1.2.1. The government will evaluate the extent of recent, relevant experience of the prime contractor and key subcontractors as relevant to their role on this project. Experience on the similar projects identified in the project experience sheets will receive more consideration than experience provided in the supplemental narrative. The government may place greater importance on projects performed as a prime contractor than as a subcontractor depending upon overall role and relevancy considerations. Federal Government project experience may be rated inherently more important than non-Federal Government project experience.

3.1.2.2. The Offeror must submit the requested information to demonstrate a record of recent, relevant experience for construction of the project type(s) (which may include similar state or local government or private counterparts) included in the contract. Recent experience includes projects that are ongoing and/or have been recently completed within the last five (5) years of the proposal issue date for this RFP for construction experience.

3.1.2.3. The Government reserves the right to verify the experience record of cited projects or other recent projects by reviewing the Government appraisal systems or to interview owners or references. The Government may check any or all cited references to verify supplied information.

3.1.2.4. To receive credit for extent (amount) of experience, the Offeror shall demonstrate a history of recent, relevant experience. A firm will not receive credit under this factor for the relevant experience of key personnel proposed for this project – see Sub-Factor 3, Tab C.

3.1.2.5. The Government will consider extent of recent experience, degree of relationship of such experience to this project, demonstrated familiarity with applicable codes and local conditions. Some examples of relevancy to this project may include, but not be limited to:

Number, size, type work, complexity

Location of work and similarity of the climate to that of

Shreveport LA

Dates (well under way or completed no more than 5 years preceding

date of solicitation

Firm’s role and extent of work self-performed (brokering out all work and simply “pouring the sidewalks” on a cited project are examples of less relevant experience)

3.1.2.6 The Government may consider previous recent teaming experience among the team members as value added, even if on different types of constructions projects than this project. The more relevant the experience, the more credit will be given.

3.2. **TAB B – SUBFACTOR 2 – PAST PERFORMANCE**

3.2.1. *Submission Requirements*:

3.2.1.1. Past Performance refers to the quality of recent project experience from the owner’s perspective. The Offeror shall provide customer reference name(s), company affiliation and current contact information (phone number and email address) on the specific project experience sheets in TAB A and include the performance rating by the owner on the form, if the offeror was rated. The Offeror shall utilize the questionnaire at the end of this section (Attachment 5) to fulfill the past performance requirement by sending the form to the customer reference and requesting it be sent **directly** to the Government point of contact listed on the form. **It is the Offeror’s responsibility to verify with each of their customers to ensure the completed questionnaire was provided to the Contract Specialist by proposal due date and time for receipt of offers.**

3.2.2. *Evaluation Criteria*:

3.2.2.1. The Government will perform a risk assessment, considering the degree of success of the prime contractor’s projects over the last five (5) years. The Government will consider the currency and relevancy of the information, source of the information, context of data and general trends in contractor performance. If any firm has multiple functions or division, the Government will only evaluate past performance of the division or unit submitting the offer or by the team member. Owners/references may be asked to comment on items such as quality of construction, timeliness, management of work, subcontractor management, including timely payment to subs or suppliers, safety, relations between owner and contractor, level of support for such things as as-built documentation, O&M manuals, training, correcting construction errors, warranty work (see the Interview Form at Attachment 5). The Government will target areas covered in the requirements of this proposal including records of conforming to quality, schedule, cost control, customer satisfaction, level of support for such things as as-built documentation, O&M manuals, training, problem resolution of construction errors, warranty work and safety. The Government will not release the Interview Forms to the Offeror at any time, in order for the Government to solicit candid, unbiased interview comments. The Government also places a higher value on projects which document successful outcomes and are supported by outside source confirmation, for example, but not limited to telephone interviews with points of contact identified in the proposal other agency performance databases, offeror furnished references or personal knowledge. The Government also places a higher value on projects which provided particularly difficult or unique challenges and the innovative methods the contractor used to resolve problems successfully. The Government’s evaluation is not limited to past performance information on the cited example project.

3.2.2.2. Each entity (firm) will be rated on its own performance or that of its predecessor, if relevant. An entity may not establish past performance based on the past performance of its proposed key personnel, apart from that of the entity. If the Government does not obtain past performance information for the projects identified by the offeror and cannot establish a past performance record for the offeror through other sources, past performance will be rated neither favorably nor unfavorably. The performance risk will be considered unknown and rated “neutral”.

3.3 **TAB C – SUB-FACTOR 3 – KEY PROJECT PERSONNEL CAPABILITIES AND EXPERIENCE**

3.3.1. Submission Requirements:

3.3.1.1. Provide a consolidated list of key personnel with name(s), position title and description of project responsibility for each. Indicate whether each individual has had a significant role in any of the cited project examples. If re-assignment of personnel is considered possible, provide alternate professionals with comparable experience and expertise in each assignment. For each person provide a brief resume, using the Key Personnel Resume form at the end of this Section (Attachment 7, Key Personnel Resume). Include the prime contractor’s project manager responsible for construction, and the on-site manager (if applicable to project), the general superintendent (in charge of self-performed work). Offeror shall provide unequivocal letters of commitment from all proposed key personnel to include key subcontractors not currently employed by the team members. Use the form letter (Attachment 6, Letter of Commitment for Key Personnel and Subcontractors) at the end of this section.

3.3.2 Evaluation Criteria:

3.3.2.1. The Government will evaluate the required information to determine how well the offeror identifies and demonstrates that its key personnel meet or exceed minimum qualifications necessary, which includes previous satisfactory experience in similar type work, to manage, control and perform construction. Performance of key personnel proposed for this project may be taken into account when it comes to the attention of the Government. Evaluate how well the offeror demonstrates that it has the necessary structure and experienced, qualified personnel within its organization to effectively manage, control, administer and execute construction operations, quality control program and subcontracts. This shall be achievable with other projected on-going work. Give additional consideration to previous construction experience. The minimum experience requirements for the Project Manager are at least 5 years construction and/or construction management experience. The minimum experience requirements for the on-site manager are at least 3 years managing projects with multiple subcontractors and familiarity with scheduling. The minimum experience requirements for the superintendent are at least 5 years experience as superintendent, managing multiple trades and subcontractors. If alternates are proposed for key positions, the evaluation rating will consider the lesser qualified or experienced person, if there is a difference.

3.4 **TAB D – SUBFACTOR 4 – ORGANIZATION/TECHNICAL APPROACH**

3.4.1. Submission Requirements:

3.4.1.1. Provide a project-specific narrative that describes the offeror’s organization and intended technical approach to executing this contract per the detailed requirements herein. Clearly but concisely describe the organizational and technical approach to project management and execution. Limit the information to ten (10) pages or less and individually address each subparagraph 3.4.1.2 through 3.4.1.5 below.

3.4.1.2. Organization. Describe what firms, their resources and how their resources will be utilized, their roles and responsibilities and any contractual arrangements that have been established. Clearly describe any teaming or joint venture arrangements, including a clear description of each firm’s roles and responsibilities on the project. A copy of the teaming or joint venture agreement(s) may be appended to the plan (not included in the page limitation). Include a simple organizational chart, illustrating the proposed organization and key personnel. The chart shall clearly depict the key positions, including the proposed quality control group, the names of personnel, their firm affiliation and job location, and their job/position title within the organization. Present a matrix of responsibilities for each firm in executing the key work breakdown structure activities of the project for each major feature (i.e., site work, utilities, phasing). The offeror shall identify the specific firms chosen as key subcontractors in areas like mechanical, structural and electrical installation. Describe the proposed management structure for the team, describing how the construction process will be managed and the authorities and the delegations of authority within the team. The organization chart shall be consistent with the corporate organization chart, with the matrix of responsibilities assigned to the team firms and with the list of key personnel to be provided under TAB C, “KEY PROJECT PERSONNEL CAPABILITIES AND EXPERIENCE.”

3.4.1.3. Technical Approach for Construction. Contractors will be working in and around the medical facility on a regular basis and must understand patient care and safety will never be interrupted. Therefore, the Offeror shall describe, in a written narrative, a plan for addressing various, and likely elements of work that can occur while performing under this contract. A) The Offeror shall describe how they will streamline processes in order to allow consistent project performance and allow for infection control measures to be implemented. B) The Offeror shall describe how they will manage manpower (minimal numbers) and still complete projects on time or ahead of scheduled completion. C) Offeror shall provide a list of all subcontractors to be used. The Government may unilaterally reject the use of certain subcontractors if they have been debarred from Federal procurements or if their past performance is not satisfactory.

3.4.1.4. Processes During Construction. Describe interactions with the team and with Engineering Service, to include, but not limited to Daily Reports. Describe the plan to minimize hospital/station utility outages during key cut-overs.

3.4.1.5. Quality Control Program, Safety Program and Infection Control Program: Describe the team’s quality control approach, corporate systems and capabilities to maintain quality control of construction. Describe how the Safety, Infection Control and Quality Control inspection will be documented. Describe the proposed quality control organization, including the proposed staffing plan. Describe the methods used to meet contract requirements and to minimize re-work. Describe offerors safety program and the method to be utilized to ensure safe project execution. Describe methods to be used for Infection Control. There is no need to submit a quality control plan as the successful offeror will provide that after award. The Government is interested in demonstrable capabilities to assure and control quality and how the offeror can achieve or exceed the contract’s minimum quality control system requirements.

3.4.2. Evaluation Criteria.

3.4.2.1. The Government will evaluate the strengths, weaknesses and any deficiencies in the plan. The Government will evaluate the firm’s understanding of the requirements described in the Solicitation and the capability to execute the project. Some additional specific evaluation considerations are listed below. This list is not all inclusive.

3.4.2.2. Organization. The Government will evaluate the clarity and strength of the overall organization and how well it is organized, structured and staffed to execute the entire scope of work. Joint venture participants’ contribution to the organization should be commensurate with their skills and background.

3.4.2.3. Technical Approach for Construction. The Government places a higher value on an offer that provides proposed methods to streamline construction, manage labor and other resource constraints in an effort to reduce costs and support an aggressive schedule.

3.4.2.4. Quality Control. The Government will evaluate the offeror’s capabilities and understanding of the contractually required quality control processes for construction. The Government will evaluate the adequacy of the staffing plan to cover all required tasks and responsibilities.

**4.0 VOLUME 2 – PRICE AND PRO FORMA INFORMATION**

4.1 GENERAL. Submit the Pro Forma information in a separate envelope labeled “Volume 2 – Pro Forma Requirements.”

4.1.1. Price analysis: The process of examining and evaluating a proposed price without evaluating its separate cost elements and proposed profit.

4.1.2. Comparison of proposed prices received in response to the solicitation. Normally, adequate price competition establishes price reasonableness.

4.2 **TAB A – SUBFACTOR 1 – PRICE** (STANDARD FORM 1442, PROPOSAL DATA SHEET AND CONTRACT LINE ITEM SCHEDULE)

4.2.1. Submission Requirements:

4.2.1.1. Submit the properly filled out and executed SF 1442, along with the CLIN Schedule, containing proposed line item and total pricing, and as the proposed contract duration.

4.2.2. Evaluation Criteria:

4.2.2.1. The evaluation of price will be based primarily on each offeror's proposed coefficient(s): price will not be rated as are technical evaluation criteria. The Government may use various price analysis techniques and procedures to ensure a fair and reasonable price. Examples of such techniques include, but are not limited to the following:

4.2.2.2. Although the Price/Cost Factor is considered approximately equal to the combined non-cost factors, it will contribute substantially to the source selection decision, and will be evaluated as to completeness and reasonableness. After an evaluation of the Past Performance Factor has been completed and rankings have been established, cost to the Government will be compared against these rankings to determine the combination most advantageous to the Government. The evaluation of price will be based primarily on each offeror’s proposed coefficient(s). Unrealistically low price or cost estimates, initially or subsequently, may be grounds for eliminating a proposal from competition. See paragraph 4.2.2.4 below.

4.2.2.3. Price competition shall be determined by the submission of the offeror’s coefficient for each line item, standard hours and non-standard hours, per performance year. The coefficient must be formulated to include all allowable costs, including but not limited to overhead, profit, mobilization, demobilization, bond premiums, insurance, protection of government property, costs of design and negotiation, expenses incurred by compliance with environmental and safety laws and regulations, equipment rentals, Computerized Pricing Guide estimating system or equal with annual updates, general and administrative expenses, Davis Bacon wage rates, local area pricing and other associated contingencies. Absolutely no allowances will be made for any items other than pre-priced and non-priced items.

4.2.2.4. Price analysis: price will be evaluated by comparison of the coefficient among offerors and be evaluated for realism, reasonableness and completeness of offer. Based on trade-offs, award may be made to an Offeror that did not submit the lowest coefficient.

4.2.2.5. After contract award, the task order will be evaluated by the sum of all line item prices obtained from the Computerized Pricing Guide (CPG) then multiplied by the contractor’s co-efficient to obtain the total pre-priced component of each task order price. The co-efficient may be an increase to the CPG prices (e.g. 1.10), a decrease (e.g. 0.90), or a net (e.g. 1.00). The co-efficient shall not exceed 2 decimal places.

An offeror’s proposed prices will be determined by multiplying the coefficients by the government’s estimated CLIN amount shown below.

The following is an ***example*** of the base year line item dollar total calculation:

CLIN 0001 Standard co-efficient (Base Year): 0.79 co-efficient x $4,000,000 = $3,160,000.00

CLIN 0002 Non-Standard co-efficient (Base Year): 0.79 co-efficient x $1,000,000 = $790,000.00

\*\*Note\*\***: 0.79 is used only as an example of a co-efficient.** The Government estimates used in this example are used to show all work in each contract year will equal a maximum of $5 million dollars. These Government estimates shall not be used as a basis for claim by the Contractor. The maximum government estimate for this acquisition is $5 Million per performance year with a contract maximum of $25 Million. ($2.5M and $12.5M per contract) The minimum per performance year is $25,000.

4.2.2.6. Coefficient Evaluation: Each proposed coefficient to include Standard (7:00 am to 4:30 pm) and Non Standard (4:30 pm to 7:00 am) will be multiplied by the Government estimated CLIN amounts. The estimated CLIN amounts are as follows:

Standard Hours Co-Efficient- $4M

Non-Standard Hours- $1M

4.2.2.6.1. The Basic Year and Option Years 1 through 4 coefficient dollar totals will be added together to identify each offeror’s overall price for the base year and all option years. All option years will be considered in determining the offeror’s price. Evaluation of options will not obligate the government to exercise the option(s).

Total evaluated amount for Basic Year Standard co-efficient: (0001 Co-efficient x $4,000,000.00) = Total Evaluated CLIN amount for Basic Year.

Total of all years: (Total basic year) + (Total Option year One) + (Total Option year two) + (Total Option year three) + (Total Option year four) = Total Evaluated amount. The price evaluation will document for the offers evaluated under the reasonableness and affordability of the proposed total evaluated price.

4.2.2.7. Comparison of previously proposed prices and previous Government contract prices to current proposed prices for the same or similar effort.

4.2.2.8. Bonds: offeror shall provide a letter from a surety attesting to bondability.

4.3 **TAB B – SUBFACTOR 2 – JOINT VENTURE/TEAMING ARRANGEMENT, IF APPLICABLE**

4.3.1. Submission Requirements:

4.3.1.1. Joint Venture Requirements: A joint venture is defined as two or more businesses joining together under a contractual agreement to conduct a specific business enterprise with both parties sharing profits and losses. The joint venture is generally for one specific contract only, rather than for a continuing business relationship, such as a strategic alliance or partnership. A joint venture is a separate legal entity, must have a separate DUNS number, and must be separately registered in the System for Award Management (SAM): To qualify as a joint venture, each party to the joint venture must be a small business. Further determination of whether or not the joint venture, as an entity, qualifies as a small business depends on the dollar value of the proposed contract. Parties wishing to propose, as a joint venture, *shall submit with the Pro Forma documents, an executed copy of the joint venture agreement*. The joint venture agreement shall be executed in accordance with FAR 4.102. Each joint venture partner shall submit evidence satisfactory to the Contracting Officer that its Board of Directors has approved its participation in the joint venture and by an instrument of similarly binding character in the case of an unincorporated entity.

4.3.1.2. Teaming Arrangements: A teaming arrangement that does not constitute a partnership or a joint venture does not create a separate legal entity. A contractor team that consists of a prime contractor and subcontractors must submit a bid or offer in the name of the SDVOSB as the prime contractor to qualify for award under an SBVOSB set-aside, and the SDVOSB prime contractor must perform at least the minimum amount of work required by the FAR Clause 52.219-27. Parties wishing to propose, as a teaming partnership, *shall submit an executed copy of the teaming partnership agreement*. The teaming arrangement shall be executed in accordance with FAR 9.6. The SDVOSB shall submit evidence satisfactory to the Contracting Officer for approval of its participation in the arrangement and by an instrument of similarly binding character in the case of an unincorporated entity.

4.3.1.3. For joint venture/teaming arrangements, the Government will evaluate relevant past performance as outlined below:

4.3.1.3.1. Recent and relevant past performance of an effort under a joint venture arrangement to be considered as long as the same joint venture arrangement applies. **Recent and relevant past performance is defined as:** Currently performing successfully, or has successfully completed either three (3) government contracts or private industry relationships of similar size and complexity within the last five (5) years (from the date of this solicitation).

4.3.1.3.2. Relevant past performance of an effort may be considered if it can be discerned that a major portion of the work was performed by a major portion of the joint venture proposed; otherwise the effort will not be considered relevant.

4.3.1.3.3. Joint Venture and Teaming Partners should each demonstrate experience commensurate with their role on this project or explain in the supplemental narrative how their experience qualifies them for their role on this project.

4.3.2. Evaluation Criteria - Not rated.

4.4 **TAB C – SUBFACTOR 3 – REPRESENTATIONS AND CERTIFICATIONS**

4.4.1. Submission Requirements:

4.4.1.1 Representations and Certification: FAR 52.204-8, Annual Representations and Certification (FEB 2009) found in the solicitation shall be completed and included in the proposal submittal. Copy of SAM Representations & Certifications may be substituted.

4.4.2. Evaluation Criteria - Not rated.

4.5 **TAB D – SUBFACTOR 4 – BID GUARANTEE**

4.5.1. Submission Requirements:

4.5.1.1. Bid Bond – Original only.

4.5.2. Evaluation Criteria - Not rated.

5.0. **EVALUATION OF PROPOSALS:**

5.1. In accordance with the Guidelines and Instructions to Offerors – Competitive Acquisition provision of this solicitation (FAR 52.215-1 Instruction to Offerors-Competitive Acquisition), the Government intends to evaluate proposals and award contracts without discussions with offerors. The Government intends to award two (2) Firm Fixed Price, IDIQ Construction contracts to the offerors deemed responsible in accordance with the Federal Acquisition Regulation (FAR) whose proposal conforms to the RFP’s requirements and judged to represent the Best Value to the Government. The Best Value is the most beneficial (advantageous) offer, price and other factors considered, and consistent with the Government’s stated importance of evaluation criteria. This may result in award being made to a higher-rated, higher-priced offeror where the Contracting Officer determines that the Technical Evaluation of the higher-priced offeror outweighs the cost difference. To arrive at a Best Value decision, the Source Selection Evaluation Team (SSEB) will integrate the evaluation of Specialized Experience, Past Performance, Organization/Technical Approach, Key Personnel Capabilities and Experience and Price. While the Government and the SSEB will strive for maximum objectivity, the evaluation process, by its nature, is subjective and therefore, professional judgment is implicit throughout the entire evaluation process.

5.2. As such, offerors are encouraged to provide their best possible pricing initially as Final Proposal Revisions *may not* be requested. However, the Government reserves the right to request clarifications and/or conduct discussions if determined by the Contracting Officer to be in the best interest of the Government at anytime leading up to contract award.

5.3. Award of a contract will be based on “best value” to the Government with all non-priced factors, when combined, being approximately equal to Cost/Price. An offeror must be determined to be technically acceptable and pricing determined to be reasonable based on fair market value for project cost.

5.4. **GENERAL REVIEW:** Standard review of proposal required by Federal and Agency regulation may include but not be limited to:

5.4.1. Current Vetbiz registration. Reference Veterans First Contracting Program, January 7, 2010

5.4.2. Current Online Representations and Certifications Application on <http://sam.gov>

5.4.3. Excluded Parties List (EPLS)

5.4.4. Vets 100

5.4.5. Construction Contractor Appraisal Support System (CCASS)

6.0. **EVALUATION PROCEDURES**

6.1. SOURCE SELECTION EVALUATION BOARD (SSEB)

6.1.1. A SSEB comprised of representatives of the Department of Veterans Affairs will be established to conduct the evaluation of proposals received in response to this solicitation. The identities of the SSEB personnel are confidential and any attempt by the offerors to contact these individuals is prohibited. The evaluation will be based on the content of the proposal and any subsequent discussions required, as well as information obtained from other sources; IE. past performance information. Offerors are advised that the technical evaluation and rating of proposals will be conducted in strict confidence in that technical/quality proposals are reviewed and rated without knowledge of the price offered. The number and identities of offerors are not revealed to anyone who is not involved in the evaluation and award process or to other offerors. Proposals will be evaluated based on the factors described herein and award will be made to the responsive responsible offeror who offer in conformance with this solicitation results in the “best value” to the Government, price and other factors considered. The SSEB will not consider any information incorporated by reference except as expressly allowed by this Solicitation.

6.2. EVALUATION

6.2.1. **Technical proposals** will be evaluated for technical acceptability based on the evaluation criteria set forth starting in paragraph 3.1.2; 3.2.2; 3.3.2 and 3.4.2 above. The offerors submission of a proposal must convey to the government team that the offeror is capable, possess technical expertise and experience, possess sufficient resources and is able to plan, organize and use those resources to deliver timely and quality construction projects. The source selection team members will independently arrive at an individual rating for the technical proposal. Then a consensus rating in accordance with paragraph 6.4 below will be obtained for each technical proposal EXCEPT THAT PERFORMANCE RISK RATINGS WILL BE ASSIGNED TO Past Performance. The consensus rating will be used to make a best value determination along with price.

6.2.2. The Government intends to award a contract without discussions. Offerors are cautioned to put forth their best efforts and to furnish all information clearly to allow the Government to evaluate proposals. Offerors should not assume that they will have an opportunity to clarify or correct anything in their proposal after submitting it.

6.2.3. A “Competitive Range” is a subjective determination of the most highly rated proposals in the event that the Government decides that discussions with offerors are required or are considered to be in the Government’s best interest. In such an event, the Contracting Officer will establish a competitive range of all the most highly rated proposals.

6.2.4. If discussions are held, the Government may engage in a broad give and take with those offerors in the competitive range, in accordance with FAR 15.306(d). The Government will provide the Offeror an advance agenda for the discussion. During discussions, the Government may ask the Offeror to further explain its proposal and to answer questions about it.

6.2.5. Upon conclusion of discussions, those offerors still considered the most highly rated, will be afforded an opportunity to submit their proposal revisions for final evaluation and selection.

6.2.6. Competitive Range: The Government reserves the right to limit for purposes of efficiency, the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals (10 U.S.C.2305(b)(4) and 41 U.S.C.253b(d)). If the contracting officer decides that an offeror's proposal should no longer be included in the competitive range, the proposal shall be eliminated from consideration for award and written notice of the decision shall be provided to the unsuccessful offeror in accordance with FAR 15.503.

6.2.7. Discussions: To maximize the Government’s ability to obtain best value, based on the requirements and the evaluation factors set forth in this RFP, it may be necessary to conduct discussions. If discussions are necessary due to perceived deficiencies, uncertainties, or other issues, which must be addressed before award, they will be conducted with only those offerors determined to be within the competitive range. Discussions may be conducted either orally or in writing. The scope and extent of discussions are a matter of contracting officer judgment. The Government may make a final determination as to whether the offeror’s proposal is acceptable or unacceptable solely on the basis of the initial proposal as submitted. Accordingly, offerors are advised to submit initial proposals which are fully and clearly acceptable and without the need for additional information. The competitive range, if required, may be reduced for purposes of efficiency pursuant to FAR 15.306(c) (2). Offerors may be restricted to a short turnaround (i.e., less than 24 hours) in responding to the contracting officer during any discussion period.

6.2.8. Final Proposal Revisions: If discussions are conducted, final proposal revisions will be required in determining the award of a contract resulting from this RFP. Offerors may be required to respond with their final proposal revision within 24 hours. However, the Government reserves the right to award a contract without discussions or opportunity for proposal revisions, in which case, final proposal revisions will not be required. Offerors are advised that unsupported final proposal revisions may be penalized in the overall proposal evaluation, and an otherwise acceptable proposal could be placed in jeopardy.

6.2.9. Rejection of Unrealistic Offers: The Government may reject any proposal that is evaluated to be unrealistic in terms of program commitments, contract terms and conditions, or unrealistically high or low in price when compared to Government estimates, such that the proposal is deemed to reflect an inherent lack of competence or failure to comprehend the complexity and risks of the program.

6.2.10. Correction Potential of Proposals: The Government will consider throughout the evaluation, the correction potential of any deficiency or proposal inadequacy. The judgment of such correction potential is within the sole discretion of the Government. If an aspect of an offeror’s proposal not meeting the Government’s requirements is not considered correctable, the offeror may be eliminated from the competitive range. For a proposal to result in an awardable contract, the proposal must at least meet all technical requirements, conform to all required terms and conditions, and include all required certifications. Offerors are required to meet RFP requirements in addition to those identified as evaluation criteria to be eligible for award.

6.3. DEFINITIONS

6.3.1. Deficiency: A material failure of a proposal to meet a Government requirement or a combination of significant weaknesses in a proposal that increases the risk of unsuccessful contract performance to an unacceptable level.

6.3.2. Weakness: A flaw in the proposal that increases the risk of unsuccessful contract performance.

6.3.3. Significant Weakness: A flaw in the proposal that appreciably increases the risk of unsuccessful contract performance.

6.3.4. Strength: Any aspect of a proposal that, when judged against a stated evaluation criterion, enhances the merit of the proposal or increases the probability of successful performance of the contract.

6.3.5. Significant Strength: A significant strength appreciably enhances the merit of a proposal or appreciably enhances the probability of successful contract performance.

6.3.6. Uncertainly: Any aspect of the proposal for which the intent of the offeror is unclear because there may be more than one way to interpret the offer or because inconsistencies in the offer indicate that there may be an error, omission, or mistake.

6.3.7. Deviation: Proposal implies or specifically offers a deviation below the specified criteria. The offeror may or may not have called the deviation to the Government’s attention. A deviation is a deficiency. The proposal must conform to the solicitation requirements for award.

6.4. EVALUATION RATING SYSTEM

6.4.1. General: The Government will review the proposals and rate the quality of each evaluation factor and sub-factor (if any). The SSEB will rate each proposal against the specified evaluation criteria in the Solicitation requirements. They will not compare proposals at this time. After all proposals are rated, the Government will determine which proposal in the Government’s estimation, provides the greatest overall benefit in response to the requirement.

6.4.2. Review Write-Up: The Government will support each rating with a narrative, separately listing all strengths or advantages, weaknesses or disadvantages, deficiencies and required clarifications.

6.4.3. Rating System: After listing proposal strengths, weaknesses and deficiencies, the SSEB will assign an adjective rating of “Exceptional”, “Very Good”, “Acceptable”, “Marginal”, or “Unacceptable” to each factor and sub-factor, which reflect the Government’s confidence in each offeror’s ability, as demonstrated in its proposal, to perform the requirements stated in the Solicitation. The adjectival ratings shall be assigned using the following criteria, which incorporate a proposal risk assessment:

6.4.3.1. **Exceptional:** Significantly exceed contract requirements to benefit the owner. Performance in the area indicated was accomplished with few minor problems which were effectively corrected. Risk Level – Very Low

6.4.3.2. **Very Good:**  Meets all contract requirements and exceeds some to benefit of the owner. Performance in the area indicated was accomplished with few minor problems which were effectively corrected. Risk Level - Low

6.4.3.3. **Acceptable:** Meets all contract requirements. Performance in the area indicated was accomplished with few minor problems which were effectively corrected. Risk Level - Moderate

6.4.3.4**. Marginal:** Does not meet some contractual requirements. Performance in the area indicated reflects a serious problem which has been minimally corrected, if at all. Risk Level – High to Very High

6.4.3.5**. Unacceptable:** Does not meet contractual requirements and recovery is not likely in a timely or cost effective manner. Performance in the area indicated contains serious problem(s) which have been ineffectively corrected. Risk Level – Very High

6.5 PAST PERFORMANCE RISK RATINGS

6.5.1. Risk ratings shall be done for each Past Performance factor. Past Performance Risk Ratings assess the risks associated with each offeror’s likelihood of success in performing the requirements stated in the RFP based on offeror’s demonstrated performance on recent contracts. SSEB members and the SSA may use personal knowledge or information from other sources in its evaluation of an offeror’s past performance, provided such information is consistent with the established evaluation criteria of the RFP. Offeror’s that have no relevant performance record will be given a “neutral/unknown” risk rating for these factors.

6.5.1.1. Low Risk: Little doubt exists, based upon the Offeror’s performance record, that the Offeror can perform the proposed effort.

6.5.1.2. Moderate Risk: Some doubt exists, based on the Offeror’s performance record, that the Offeror can successfully perform the proposed effort.

6.5.1.3. High Risk: Significant doubt exists, based on the Offeror’s performance record, that the Offeror can successfully perform the proposed effort.

6.5.1.4. Unknown Risk (Neutral): Offeror has little or no relevant performance record identifiable; equates to an unknown risk rating having no positive or negative evaluation significance.

7.0 **AWARD AND DEBRIEFING**:

7.1. Award. A multiple award of two (2) contracts will be made in the form of firm fixed-price contracts to the responsible Offerors whose proposal the Source Selection Authority (SSA) has determined conforms to the solicitation, is fair and reasonable, represents fair market value and offers the best overall value to the Government, considering all non-price factors described herein and price.

7.2. Debriefings. Offerors excluded from the competitive range or otherwise excluded from the competition before award may submit a written request for a debriefing to the Contracting Officer in accordance with FAR 15.505. After award, unsuccessful offerors may submit a written request for a debriefing to the Contracting Officer in accordance with FAR 15.506. Written requests for debriefing will not be accepted by facsimile.

# REPRESENTATIONS AND CERTIFICATIONS

## 3.1 52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (MAY 2012)

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

(2) The small business size standard is $33.5 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 clause at 52.204-7, Central Contractor Registration, is included in this solicitation, paragraph (d) of this provision applies.

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

[ ] (i) Paragraph (d) applies.

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

(c)(1) The following representations or certifications in ORCA 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) 52.204-3, Taxpayer Identification. This provision applies to solicitations that do not include the clause at 52.204-7, Central Contractor Registration.

(iv) 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.

(v) 52.209-2, Prohibition on Contracting with Inverted Domestic Corporations--Representation. This provision applies to solicitations using funds appropriated in fiscal years 2008, 2009, 2010, or 2012.

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

(vii) 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.

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

(ix) 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.

(x) 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.

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

(xii) 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.

(xiii) 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.

(xiv) 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.

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

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

(xvii) 52.225-4, Buy American Act--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 $77,494, the provision with its Alternate II applies.

(D) If the acquisition value is $77,494 or more but is less than $100,000, the provision with its Alternate III applies.

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

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

(xx) 52.225-25, Prohibition on Contracting with Entities Engaging in Sanctioned Activities Relating to Iran--Representation and Certification. This provision applies to all solicitations.

(xxi) 52.226-2, Historically Black College or University and Minority Institution Representation. This provision applies to--

(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 certifications are applicable as indicated by the Contracting Officer:

[](i) 52.219-22, Small Disadvantaged Business Status.

[](A) Basic.

[](B) Alternate I.

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

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

[](iv) 52.222-52 Exemption from Application of the Service Contract Act to Contracts for Certain Services--Certification.

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

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

[](A) Basic.

[](B) Alternate I.

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

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

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FAR Clause # Title Date Change

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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 ORCA.

(End of Provision)

## 3.2 52.209-5 CERTIFICATION REGARDING RESPONSIBILITY MATTERS (APR 2010)

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that -

(i) The Offeror and/or any of its Principals -

(A) Are [ ] are not [ ] presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have [ ] have not [ ], within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) contract or subcontract; violation of Federal or State antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property (if offeror checks "have," the offeror shall also see 52.209-7, if included in this solicitation);

(C) Are [ ] are not [ ] presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision (a)(1)(i)(B) of this provision; and

(D) Have [ ], have not [ ], within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds $3,000 for which the liability remains unsatisfied.

(1) Federal taxes are considered delinquent if both of the following criteria apply:

(i) *The tax liability is finally determined.* The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(ii) *The taxpayer is delinquent in making payment*. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(2) *Examples.*

(i) The taxpayer has received a statutory notice of deficiency, under I.R.C. Sec. 6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(ii) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. Sec. 6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(iii) The taxpayer has entered into an installment agreement pursuant to I.R.C. Sec. 6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.

(iv) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. 362 (the Bankruptcy Code).

(ii) The Offeror has [ ] has not [ ], within a 3-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

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

THIS CERTIFICATION CONCERNS A MATTER WITHIN THE JURISDICTION OF AN AGENCY OF THE UNITED STATES AND THE MAKING OF A FALSE, FICTITIOUS, OR FRAUDULENT CERTIFICATION MAY RENDER THE MAKER SUBJECT TO PROSECUTION UNDER SECTION 1001, TITLE 18, UNITED STATES CODE.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

(End of Provision)

## 3.3 52.209-7 INFORMATION REGARDING RESPONSIBILITY MATTERS (FEB 2012)

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

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

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

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

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

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

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

(c) If the offeror checked "has" in paragraph (b) of this provision, the offeror represents, by submission of this offer, that the information it has entered in the Federal Awardee Performance and Integrity Information System (FAPIIS) is current, accurate, and complete as of the date of submission of this offer with regard to the following information:

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

(i) In a criminal proceeding, a conviction.

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

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

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

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

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

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

(d) The offeror shall post the information in paragraphs (c)(1)(i) through (c)(1)(iv) of this provision in FAPIIS as required through maintaining an active registration in the Central Contractor Registration database via [https://www.acquisition.gov](https://www.acquisition.gov/) (see 52.204-7).

(End of Provision)

## 3.4 52.225-20 PROHIBITION ON CONDUCTING RESTRICTED BUSINESS OPERATIONS IN SUDAN--CERTIFICATION (AUG 2009)

(a) *Definitions.* As used in this provision-- "Business operations" means engaging in commerce in any form, including by acquiring, developing, maintaining, owning, selling, possessing, leasing, or operating equipment, facilities, personnel, products, services, personal property, real property, or any other apparatus of business or commerce.

"Marginalized populations of Sudan" means--

(1) Adversely affected groups in regions authorized to receive assistance under section 8(c) of the Darfur Peace and Accountability Act (Pub. L. 109-344) (50 U.S.C. 1701 note); and

(2) Marginalized areas in Northern Sudan described in section 4(9) of such Act.

"Restricted business operations" means business operations in Sudan that include power production activities, mineral extraction activities, oil-related activities, or the production of military equipment, as those terms are defined in the Sudan Accountability and Divestment Act of 2007 (Pub. L. 110-174). Restricted business operations do not include business operations that the person (as that term is defined in Section 2 of the Sudan Accountability and Divestment Act of 2007) conducting the business can demonstrate-

(1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;

(2) Are conducted pursuant to specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;

(3) Consist of providing goods or services to marginalized populations of Sudan;

(4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;

(5) Consist of providing goods or services that are used only to promote health or education; or

(6) Have been voluntarily suspended.

(b) *Certification.* By submission of its offer, the offeror certifies that the offeror does not conduct any restricted business operations in Sudan.

(End of Provision)

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| --- | --- | --- |
| **FAR Number** | **Title** | **Date** |
| 52.225-25 | PROHIBITION ON CONTRACTING WITH ENTITIES ENGAGING IN SANCTIONED ACTIVITIES RELATING TO IRAN-- REPRESENTATION AND CERTIFICATION | NOV 2011 |

# GENERAL CONDITIONS

## 4.1 52.209-9 UPDATES OF PUBLICLY AVAILABLE INFORMATION REGARDING RESPONSIBILITY MATTERS (FEB 2012)

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

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

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

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

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

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

(i) Past performance reviews required by subpart 42.15;

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

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

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

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

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

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

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

(End of Clause)

## 4.2 52.211-1 AVAILABILITY OF SPECIFICATIONS LISTED IN THE GSA INDEX OF FEDERAL SPECIFICATIONS, STANDARDS AND COMMERCIAL ITEM DESCRIPTIONS,FPMR PART 101-29 (AUG 1998)

1. The GSA Index of Federal Specifications, Standards and Commercial Item Descriptions, FPMR Part 101-29, and copies of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained for a fee by submitting a request to—

GSA Federal Supply Service

Specifications Section, Suite 8100

470 East L'Enfant Plaza, SW

Washington, DC 20407

Telephone (202) 619-8925

Facsimile (202) 619-8978.

(b) If the General Services Administration, Department of Agriculture, or Department of Veterans Affairs issued this solicitation, a single copy of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained free of charge by submitting a request to the addressee in paragraph (a) of this provision. Additional copies will be issued for a fee.

(End of Provision)

## 4.3 52.211-10 COMMENCEMENT, PROSECUTION, AND COMPLETION OF WORK (APR 1984) ALTERNATE I (APR 1984)

The Contractor shall be required to (a) commence work under this contract within TBD 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 (See Block 11 of 1449). The time stated for completion shall include final cleanup of the premises.

The completion date is based on the assumption that the successful offeror will receive the notice to proceed by See note in block 10. The completion date will be extended by the number of calendar days after the above date that the Contractor receives the notice to proceed, except to the extent that the delay in issuance of the notice to proceed results from the failure of the Contractor to execute the contract and give the required performance and payment bonds within the time specified in the offer.

(End of Clause)

## 4.4 52.216-18 ORDERING (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from the date of contract award through one year and throughout any options or extensions exercised.

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

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

(End of Clause)

## 4.5 52.216-19 ORDER LIMITATIONS (OCT 1995)

(a) *Minimum order.* When the Government requires supplies or services covered by this contract in an amount of less than $2,000.00, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

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

(1) Any order for a single item in excess of $500,000.00;

(2) Any order for a combination of items in excess of $500,000.00; or

(3) A series of orders from the same ordering office within 10 calendar days that together call for quantities exceeding the limitation in paragraph (b)(1) or (2) of this section.

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

(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 3 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of Clause)

## 4.6 52.216-22 INDEFINITE QUANTITY (OCT 1995)

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum." The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; *provided*, that the Contractor shall not be required to make any deliveries under this contract after January 31, 2018.

(End of Clause)

## 4.7 52.216-24 LIMITATION OF GOVERNMENT LIABILITY (APR 1984)

(a) In performing this contract, the Contractor is not authorized to make expenditures or incur obligations exceeding dollars.

(b) The maximum amount for which the Government shall be liable if this contract is terminated is dollars.

(End of Clause)

## 4.8 52.216-25 CONTRACT DEFINITIZATION (OCT 2010)

(a) A definitive contract is contemplated. The Contractor agrees to begin promptly negotiating with the Contracting Officer the terms of a definitive contract that will include (1) all clauses required by the Federal Acquisition Regulation (FAR) on the date of execution of the letter contract, (2) all clauses required by law on the date of execution of the definitive contract, and (3) any other mutually agreeable clauses, terms, and conditions. The Contractor agrees to submit a proposal, including data other than certified cost or pricing data, and certified cost or pricing data, in accordance with FAR 15.408, Table 15-2, supporting its proposal.

(b) The schedule for definitizing this contract is: same time as base contract award.

(c) If agreement on a definitive contract to supersede this letter contract is not reached by the target date in paragraph (b) of this section, or within any extension of it granted by the Contracting Officer, the Contracting Officer may, with the approval of the head of the contracting activity, determine a reasonable price or fee in accordance with Subpart 15.4 and Part 31 of the FAR, subject to Contractor appeal as provided in the Disputes clause. In any event, the Contractor shall proceed with completion of the contract, subject only to the Limitation of Government Liability clause.

(1) After the Contracting Officer's determination of price or fee, the contract shall be governed by--

(i) All clauses required by the FAR on the date of execution of this letter contract for either fixed-price or cost-reimbursement contracts, as determined by the Contracting Officer under this paragraph (c);

(ii) All clauses required by law as of the date of the Contracting Officer's determination; and

(iii) Any other clauses, terms, and conditions mutually agreed upon.

(2) To the extent consistent with paragraph (c)(1) of this section, all clauses, terms, and conditions included in this letter contract shall continue in effect, except those that by their nature apply only to a letter contract.

(End of Clause)

## 4.9 52.216-27 SINGLE OR MULTIPLE AWARDS (OCT 1995)

The Government may elect to award a single delivery order contract or task order contract or to award multiple delivery order contracts or task order contracts for the same or similar supplies or services to two or more sources under this solicitation.

(End of Provision)

## 4.10 52.217-5 EVALUATION OF OPTIONS (JUL 1990)

Except when it is determined in accordance with FAR 17.206(b) not to be in the Government's best interests, the Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. Evaluation of options will not obligate the Government to exercise the option(s).

(End of Provision)

## 4.11 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 30 calendar days prior to contract expiration.

(End of Clause)

## 4.12 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within 30 calendar days prior to contract expiration; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 calendar days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed five (5) years.

(End of Clause)

## 4.13 52.219-28 POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION (APR 2012)

(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 rerepresentation required by paragraph (b) of this clause by validating or updating all its representations in the Online Representations and Certifications Application and its data in the Central Contractor Registration, 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 ORCA, or does not have a representation in ORCA 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)

## 4.14 52.222-30 DAVIS-BACON ACT--PRICE ADJUSTMENT (NONE OR SEPARATELY SPECIFIED METHOD) (DEC 2001)

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

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

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

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

(3) An increase in wages and benefits resulting from any other requirement applicable to workers subject to the Davis-Bacon Act.

(End of Clause)

CONSTRUCTION DATA PRICE ADJUSTMENTS

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

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

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

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

(End of Clause)

## 4.15 52.222-40 NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT (DEC 2010)

(a) During the term of this contract, the Contractor shall post an employee notice, of such size and in such form, and containing such content as prescribed by the Secretary of Labor, in conspicuous places in and about its plants and offices where employees covered by the National Labor Relations Act engage in activities relating to the performance of the contract, including all places where notices to employees are customarily posted both physically and electronically, in the languages employees speak, in accordance with 29 CFR 471.2(d) and (f).

(1) Physical posting of the employee notice shall be in conspicuous places in and about the Contractor's plants and offices so that the notice is prominent and readily seen by employees who are covered by the National Labor Relations Act and engage in activities related to the performance of the contract.

(2) If the Contractor customarily posts notices to employees electronically, then the Contractor shall also post the required notice electronically by displaying prominently, on any Web site that is maintained by the Contractor and is customarily used for notices to employees about terms and conditions of employment, a link to the Department of Labor's Web site that contains the full text of the poster. The link to the Department's Web site, as referenced in (b)(3) of this section, must read, "Important Notice about Employee Rights to Organize and Bargain Collectively with Their Employers."

(b) This required employee notice, printed by the Department of Labor, may be-

(1) Obtained from the Division of Interpretations and Standards, Office of Labor-Management Standards, U.S. Department of Labor, 200 Constitution Avenue, NW., Room N-5609, Washington, DC 20210, (202) 693-0123, or from any field office of the Office of Labor-Management Standards or Office of Federal Contract Compliance Programs;

(2) Provided by the Federal contracting agency if requested;

(3) Downloaded from the Office of Labor-Management Standards Web site at <http://www.dol.gov/olms/regs/compliance/EO13496.htm>; or

(4) Reproduced and used as exact duplicate copies of the Department of Labor's official poster.

(c) The required text of the employee notice referred to in this clause is located at Appendix A, Subpart A, 29 CFR Part 471.

(d) The Contractor shall comply with all provisions of the employee notice and related rules, regulations, and orders of the Secretary of Labor.

(e) In the event that the Contractor does not comply with the requirements set forth in paragraphs (a) through (d) of this clause, this contract may be terminated or suspended in whole or in part, and the Contractor may be suspended or debarred in accordance with 29 CFR 471.14 and subpart 9.4. Such other sanctions or remedies may be imposed as are provided by 29 CFR part 471, which implements Executive Order 13496 or as otherwise provided by law.

(f) Subcontracts.

(1) The Contractor shall include the substance of this clause, including this paragraph (f), in every subcontract that exceeds $10,000 and will be performed wholly or partially in the United States, unless exempted by the rules, regulations, or orders of the Secretary of Labor issued pursuant to section 3 of Executive Order 13496 of January 30, 2009, so that such provisions will be binding upon each subcontractor.

(2) The Contractor shall not procure supplies or services in a way designed to avoid the applicability of Executive Order 13496 or this clause.

(3) The Contractor shall take such action with respect to any such subcontract as may be directed by the Secretary of Labor as a means of enforcing such provisions, including the imposition of sanctions for noncompliance.

(4) However, if the Contractor becomes involved in litigation with a subcontractor, or is threatened with such involvement, as a result of such direction, the Contractor may request the United States, through the Secretary of Labor, to enter into such litigation to protect the interests of the United States.

(End of Clause)

## 4.16 52.223-3 HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA (JAN 1997) ALTERNATE I (JUL 1995)

(a) "Hazardous material," as used in this clause, includes any material defined as hazardous under the latest version of Federal Standard No. 313 (including revisions adopted during the term of the contract).

(b) The offeror must list any hazardous material, as defined in paragraph (a) of this clause, to be delivered under this contract. The hazardous material shall be properly identified and include any applicable identification number, such as National Stock Number or Special Item Number. This information shall also be included on the Material Safety Data Sheet submitted under this contract.

|  |  |
| --- | --- |
| **Material (If none, insert “None”)** | **Identification No.** |
|  |  |
|  |  |
|  |  |

(c) This list must be updated during performance of the contract whenever the Contractor determines that any other material to be delivered under this contract is hazardous.

(d) The apparently successful offeror agrees to submit, for each item as required prior to award, a Material Safety Data Sheet, meeting the requirements of 29 CFR 1910.1200(g) and the latest version of Federal Standard No. 313, for all hazardous material identified in paragraph (b) of this clause. Data shall be submitted in accordance with Federal Standard No. 313, whether or not the apparently successful offeror is the actual manufacturer of these items. Failure to submit the Material Safety Data Sheet prior to award may result in the apparently successful offeror being considered nonresponsible and ineligible for award.

(e) If, after award, there is a change in the composition of the item(s) or a revision to Federal Standard No. 313, which renders incomplete or inaccurate the data submitted under paragraph (d) of this clause, the Contractor shall promptly notify the Contracting Officer and resubmit the data.

(f) Neither the requirements of this clause nor any act or failure to act by the Government shall relieve the Contractor of any responsibility or liability for the safety of Government, Contractor, or subcontractor personnel or property.

(g) Nothing contained in this clause shall relieve the Contractor from complying with applicable Federal, State, and local laws, codes, ordinances, and regulations (including the obtaining of licenses and permits) in connection with hazardous material.

(h) The Government's rights in data furnished under this contract with respect to hazardous material are as follows:

(1) To use, duplicate and disclose any data to which this clause is applicable. The purposes of this right are to--

(i) Apprise personnel of the hazards to which they may be exposed in using, handling, packaging, transporting, or disposing of hazardous materials;

(ii) Obtain medical treatment for those affected by the material; and

(iii) Have others use, duplicate, and disclose the data for the Government for these purposes.

(2) To use, duplicate, and disclose data furnished under this clause, in accordance with subparagraph (h)(1) of this clause, in precedence over any other clause of this contract providing for rights in data.

(3) The Government is not precluded from using similar or identical data acquired from other sources.

(i) Except as provided in paragraph (i)(2) the Contractor shall prepare and submit a sufficient number of Material Safety Data Sheets (MSDS's), meeting the requirements of 29 CFR 1910.1200(g) and the latest version of Federal Standard No. 313, for all hazardous materials identified in paragraph (b) of this clause.

(1) For items shipped to consignees, the Contractor shall include a copy of the MSDS with the packing list or other suitable shipping document which accompanies each shipment. Alternatively, the Contractor is permitted to transmit MSDS's to consignees in advance of receipt of shipments by consignees, if authorized in writing by the Contracting Officer.

(2) For items shipped to consignees identified by mailing address as agency depots, distribution centers or customer supply centers, the Contractor shall provide one copy of the MSDS's in or on each shipping container. If affixed to the outside of each container, the MSDS must be placed in a weather resistant envelope.

(End of Clause)

## 4.17 52.223-9 ESTIMATE OF PERCENTAGE OF RECOVERED MATERIAL CONTENT FOR EPA-DESIGNATED ITEMS (MAY 2008)

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

"Postconsumer material" means a material or finished product that has served its intended use and has been discarded for disposal or recovery, having completed its life as a consumer item. Postconsumer material is a part of the broader category of "recovered material."

"Recovered material" means waste materials and by-products recovered or diverted from solid waste, but the term does not include those materials and by-products generated from, and commonly reused within, an original manufacturing process.

(b) The Contractor, on completion of this contract, shall--

(1) Estimate the percentage of the total recovered material content for EPA-designated item(s) delivered and/or used in contract performance, including, if applicable, the percentage of postconsumer material content; and

(2) Submit this estimate to .

(End of Clause)

## 4.18 52.223-15 ENERGY EFFICIENCY IN ENERGY-CONSUMING PRODUCTS (DEC 2007)

(a) *Definition.* As used in this clause--

"Energy-efficient product"--

(1) Means a product that--

(i) Meets Department of Energy and Environmental Protection Agency criteria for use of the Energy Star trademark label; or

(ii) Is in the upper 25 percent of efficiency for all similar products as designated by the Department of Energy's Federal Energy Management Program.

(2) The term "product" does not include any energy-consuming product or system designed or procured for combat or combat-related missions (42 U.S.C. 8259b).

(b) The Contractor shall ensure that energy-consuming products are energy efficient products (i.e., ENERGY STAR® products or FEMP-designated products) at the time of contract award, for products that are--

(1) Delivered;

(2) Acquired by the Contractor for use in performing services at a Federally-controlled facility;

(3) Furnished by the Contractor for use by the Government; or

(4) Specified in the design of a building or work, or incorporated during its construction, renovation, or maintenance.

(c) The requirements of paragraph (b) apply to the Contractor (including any subcontractor) unless--

(1) The energy-consuming product is not listed in the ENERGY STAR® Program or FEMP; or

(2) Otherwise approved in writing by the Contracting Officer.

(d) Information about these products is available for--

(1) ENERGY STAR® at <http://www.energystar.gov/products>; and

(2) FEMP at <http://www1.eere.energy.gov/femp/procurement/eep_requirements.html>

(End of Clause)

## 4.19 52.228-5 INSURANCE - WORK ON A GOVERNMENT INSTALLATION (JAN 1997)

(a) The Contractor shall, at its own expense, provide and maintain during the entire performance of this contract, at least the kinds and minimum amounts of insurance required in the Schedule or elsewhere in the contract.

(b) Before commencing work under this contract, the Contractor shall notify the Contracting Officer in writing that the required insurance has been obtained. The policies evidencing required insurance shall contain an endorsement to the effect that any cancellation or any material change adversely affecting the Government's interest shall not be effective--

(1) For such period as the laws of the State in which this contract is to be performed prescribe; or

(2) Until 30 days after the insurer or the Contractor gives written notice to the Contracting Officer, whichever period is longer.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in subcontracts under this contract that require work on a Government installation and shall require subcontractors to provide and maintain the insurance required in the Schedule or elsewhere in the contract. The Contractor shall maintain a copy of all subcontractors' proofs of required insurance, and shall make copies available to the Contracting Officer upon request.

(End of Clause)

## 4.20 52.245-2 GOVERNMENT PROPERTY INSTALLATION OPERATION SERVICES (APR 2012)

(a) This Government Property listed in paragraph (e) of this clause is furnished to the Contractor in an "as-is, where is" condition. The Government makes no warranty regarding the suitability for use of the Government property specified in this contract. The Contractor shall be afforded the opportunity to inspect the Government property as specified in the solicitation.

(b) The Government bears no responsibility for repair or replacement of any lost Government property. If any or all of the Government property is lost or becomes no longer usable, the Contractor shall be responsible for replacement of the property at Contractor expense. The Contractor shall have title to all replacement property and shall continue to be responsible for contract performance.

(c) Unless the Contracting Officer determines otherwise, the Government abandons all rights and title to unserviceable and scrap property resulting from contract performance. Upon notification to the Contracting Officer, the Contractor shall remove such property from the Government premises and dispose of it at Contractor expense.

(d) Except as provided in this clause, Government property furnished under this contract shall be governed by the Government Property clause of this contract.

(e) Government property provided under this clause:

None

(End of Clause)

## 4.21 SUPPLEMENTAL INSURANCE REQUIREMENTS

In accordance with FAR 28.307-2 and FAR 52.228-5, the following minimum coverage shall apply to this contract:

(a) Workers' compensation and employers liability: Contractors are required to comply with applicable Federal and State workers' compensation and occupational disease statutes. If occupational diseases are not compensable under those statutes, they shall be covered under the employer's liability section of the insurance policy, except when contract operations are so commingled with a Contractor's commercial operations that it would not be practical to require this coverage. Employer's liability coverage of at least $100,000 is required, except in States with exclusive or monopolistic funds that do not permit workers' compensation to be written by private carriers.

(b) General Liability: $500,000.00 per occurrences.

(c) Automobile liability: $200,000.00 per person; $500,000.00 per occurrence and $20,000.00 property damage.

(d) The successful bidder must present to the Contracting Officer, prior to award, evidence of general liability insurance without any exclusionary clauses for asbestos that would void the general liability coverage.

(End of Clause)

## 4.22 VAAR 852.203-70 COMMERCIAL ADVERTISING (JAN 2008)

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

(End of Clause)

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

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

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

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

(End of Clause)

## 4.24 VAAR 852.211-73 BRAND NAME OR EQUAL (JAN 2008)

(Note: as used in this clause, the term "brand name" includes identification of products by make and model.)

(a) If items called for by this invitation for bids have been identified in the schedule by a "brand name or equal" description, such identification is intended to be descriptive, but not restrictive, and is to indicate the quality and characteristics of products that will be satisfactory. Bids offering "equal" products (including products of the brand name manufacturer other than the one described by brand name) will be considered for award if such products are clearly identified in the bids and are determined by the Government to meet fully the salient characteristics requirements listed in the invitation.

(b) Unless the bidder clearly indicates in the bid that the bidder is offering an "equal" product, the bid shall be considered as offering a brand name product referenced in the invitation for bids.

(c)(1) If the bidder proposes to furnish an "equal" product, the brand name, if any, of the product to be furnished shall be inserted in the space provided in the invitation for bids, or such product shall be otherwise clearly identified in the bid. The evaluation of bids and the determination as to equality of the product offered shall be the responsibility of the Government and will be based on information furnished by the bidder or identified in his/her bid as well as other information reasonably available to the purchasing activity. CAUTION TO BIDDERS. The purchasing activity is not responsible for locating or securing any information that is not identified in the bid and reasonably available to the purchasing activity. Accordingly, to insure that sufficient information is available, the bidder must furnish as a part of his/her bid all descriptive material (such as cuts, illustrations, drawings or other information) necessary for the purchasing activity to:

(i) Determine whether the product offered meets the salient characteristics requirement of the Invitation for Bids, and

(ii) Establish exactly what the bidder proposes to furnish and what the Government would be binding itself to purchase by making an award. The information furnished may include specific references to information previously furnished or to information otherwise available to the purchasing activity.

(2) If the bidder proposes to modify a product so as to make it conform to the requirements of the Invitation for Bids, he/she shall:

(i) Include in his/her bid a clear description of such proposed modifications, and

(ii) Clearly mark any descriptive material to show the proposed modifications.

(3) Modifications proposed after bid opening to make a product conform to a brand name product referenced in the Invitation for Bids will not be considered.

(End of Clause)

## 4.25 VAAR 852.219-10 VA NOTICE OF TOTAL SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS SET-ASIDE (DEC 2009)

(a) Definition. For the Department of Veterans Affairs, "Service-disabled veteran-owned small business concern":

(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);

(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; and

(iv) The business has been verified for ownership and control and is so listed in the Vendor Information Pages database, (<http://www.VetBiz.gov>).

(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 service-disabled veteran-owned small business concerns. Offers received from concerns that are not service-disabled veteran-owned small business concerns shall not be considered.

(2) Any award resulting from this solicitation shall be made to a service-disabled veteran-owned small business concern.

(c) Agreement. A service-disabled veteran-owned small business concern agrees that in the performance of the contract, in the case of a contract for:

(1) Services (except construction), at least 50 percent of the cost of personnel for contract performance will be spent for employees of the concern or employees of other eligible service-disabled veteran-owned small business concerns;

(2) Supplies (other than acquisition from a nonmanufacturer of the supplies), at least 50 percent of the cost of manufacturing, excluding the cost of materials, will be performed by the concern or other eligible service-disabled veteran-owned small business concerns;

(3) General construction, at least 15 percent of the cost of the contract performance incurred for personnel will be spent on the concern's employees or the employees of other eligible service-disabled veteran-owned small business concerns; or

(4) Construction by special trade contractors, at least 25 percent of the cost of the contract performance incurred for personnel will be spent on the concern's employees or the employees of other eligible service-disabled veteran-owned small business concerns.

(d) A joint venture may be considered a service-disabled veteran owned small business concern if--

(1) At least one member of the joint venture is a service-disabled veteran-owned small business concern, and makes the following representations: That it is a service-disabled veteran-owned small business concern, and that it is a small business concern under the North American Industry Classification Systems (NAICS) code assigned to the procurement;

(2) Each other concern is small under the size standard corresponding to the NAICS code assigned to the procurement; and

(3) The joint venture meets the requirements of paragraph 7 of the explanation of Affiliates in 19.101 of the Federal Acquisition Regulation.

(4) The joint venture meets the requirements of 13 CFR 125.15(b).

(e) Any service-disabled veteran-owned small business concern (non-manufacturer) must meet the requirements in 19.102(f) of the Federal Acquisition Regulation to receive a benefit under this program.

(End of Clause)

## 4.26 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)

## 4.27 VAAR 852.236-71 SPECIFICATIONS AND DRAWINGS FOR CONSTRUCTION (JUL 2002)

The clause entitled "Specifications and Drawings for Construction" in FAR 52.236-21 is supplemented as follows:

(a) The contracting officer's interpretation of the drawings and specifications will be final, subject to the disputes clause.

(b) Large scale drawings supersede small scale drawings.

(c) Dimensions govern in all cases. Scaling of drawings may be done only for general location and general size of items.

(d) Dimensions shown of existing work and all dimensions required for work that is to connect with existing work shall be verified by the contractor by actual measurement of the existing work. Any work at variance with that specified or shown in the drawings shall not be performed by the contractor until approved in writing by the contracting officer.

(End of Clause)

## 4.28 VAAR 852.236-74 INSPECTION OF CONSTRUCTION (JUL 2002)

The clause entitled "Inspection of Construction" in FAR 52.246-12 is supplemented as follows:

(a) Inspection of materials and articles furnished under this contract will be made at the site by the resident engineer, unless otherwise provided for in the specifications.

(b) Final inspection will not be made until the contract work is ready for beneficial use or occupancy. The contractor shall notify the contracting officer, through the resident engineer, fifteen (15) days prior to the date on which the work will be ready for final inspection.

(End of Clause)

## 4.29 VAAR 852.236-76 CORRESPONDENCE (APR 1984)

All correspondence relative to this contract shall bear Specification Number, Project Number, Department of Veterans Affairs Contract Number, title of project and name of facility.

(End of Clause)

## 4.30 VAAR 852.236-77 REFERENCE TO "STANDARDS" (JUL 2002)

Any materials, equipment, or workmanship specified by references to number, symbol, or title of any specific Federal, Industry or Government Agency Standard Specification shall comply with all applicable provisions of such standard specifications, except as limited to type, class or grade, or modified in contract specifications. Reference to "Standards" referred to in the contract specifications, except as modified, shall have full force and effect as though printed in detail in specifications.

(End of Clause)

## 4.31 VAAR 852.236-78 GOVERNMENT SUPERVISION (APR 1984)

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

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

(c) Within the limits of any specific authority delegated by the contracting officer, the resident engineer may, by written direction, make changes in the work. The contractor shall be advised of the extent of such authority prior to execution of any work under the contract.

(End of Clause)

## 4.32 VAAR 852.236-79 DAILY REPORT OF WORKERS AND MATERIAL (APR 1984)

The contractor shall furnish to the resident engineer each day a consolidated report for the preceding work day in which is shown the number of laborers, mechanics, foremen/forewomen and pieces of heavy equipment used or employed by the contractor and subcontractors. The report shall bear the name of the firm, the branch of work which they perform such as concrete, plastering, masonry, plumbing, sheet metal work, etc. The report shall give a breakdown of employees by crafts, location where employed, and work performed. The report shall also list materials delivered to the site on the date covered by the report.

(End of Clause)

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

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

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

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

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

(End of Clause)

## 4.34 VAAR 852.236-82 PAYMENTS UNDER FIXED-PRICE CONSTRUCTION CONTRACTS (WITHOUT NAS) (APR 1984)

(a) Retainage:

(1) The contracting officer may retain funds:

(i) Where performance under the contract has been determined to be deficient or the contractor has performed in an unsatisfactory manner in the past; or

(ii) As the contract nears completion, to ensure that deficiencies will be corrected and that completion is timely.

(2) Examples of deficient performance justifying a retention of funds include, but are not restricted to, the following:

(i) Unsatisfactory progress as determined by the contracting officer;

(ii) Failure to meet schedule in Schedule of Work Progress;

(iii) Failure to present submittals in a timely manner; or

(iv) Failure to comply in good faith with approved subcontracting plans, certifications, or contract requirements.

(3) Any level of retention shall not exceed 10 percent either where there is determined to be unsatisfactory performance, or when the retainage is to ensure satisfactory completion. Retained amounts shall be paid promptly upon completion of all contract requirements, but nothing contained in this subparagraph shall be construed as limiting the contracting officer's right to withhold funds under other provisions of the contract or in accordance with the general law and regulations regarding the administration of Government contracts.

(b) The contractor shall submit a schedule of cost to the contracting officer for approval within 30 calendar days after date of receipt of notice to proceed. Such schedule will be signed and submitted in triplicate. The approved cost schedule will be one of the bases for determining progress payments to the contractor for work completed. This schedule shall show cost by the branches of work for each building or unit of the contract, as instructed by the resident engineer.

(1) The branches shall be subdivided into as many sub-branches as are necessary to cover all component parts of the contract work.

(2) Costs as shown on this schedule must be true costs and, should the resident engineer so desire, he/she may require the contractor to submit the original estimate sheets or other information to substantiate the detailed makeup of the schedule.

(3) The sum of the sub-branches, as applied to each branch, shall equal the total cost of such branch. The total cost of all branches shall equal the contract price.

(4) Insurance and similar items shall be prorated and included in the cost of each branch of the work.

(5) The cost schedule shall include separate cost information for the systems listed in the table in this paragraph (b)(5). The percentages listed below are proportions of the cost listed in the contractor's cost schedule and identify, for payment purposes, the value of the work to adjust, correct and test systems after the material has been installed. Payment of the listed percentages will be made only after the contractor has demonstrated that each of the systems is substantially complete and operates as required by the contract.

VALUE OF ADJUSTING, CORRECTING, AND TESTING SYSTEM

|  |  |
| --- | --- |
| **System** | **Percent** |
| Pneumatic tube system | 10 |
| Incinerators (medical waste and trash) | 5 |
| Sewage treatment plant equipment | 5 |
| Water treatment plant equipment | 5 |
| Washers (dish, cage, glass, etc.) | 5 |
| Sterilizing equipment | 5 |
| Water distilling equipment | 5 |
| Prefab temperature rooms (cold, constant temperature) | 5 |
| Entire air-conditioning system (Specified under 600 Sections) | 5 |
| Entire boiler plant system (Specified under 700 Sections) | 5 |
| General supply conveyors | 10 |
| Food service conveyors | 10 |
| Pneumatic soiled linen and trash system | 10 |
| Elevators and dumbwaiters | 10 |
| Materials transport system | 10 |
| Engine-generator system | 5 |
| Primary switchgear | 5 |
| Secondary switchgear | 5 |
| Fire alarm system | 5 |
| Nurse call system | 5 |
| Intercom system | 5 |
| Radio system | 5 |
| TV (entertainment) system | 5 |

(c) In addition to this cost schedule, the contractor shall submit such unit costs as may be specifically requested. The unit costs shall be those used by the contractor in preparing his/her bid and will not be binding as pertaining to any contract changes.

(d) The contracting officer will consider for monthly progress payments material and/or equipment procured by the contractor and stored on the construction site, as space is available, or at a local approved location off the site, under such terms and conditions as such officer approves, including but not limited to the following:

(1) The material or equipment is in accordance with the contract requirements and/or approved samples and shop drawings.

(2) Only those materials and/or equipment as are approved by the resident engineer for storage will be included.

(3) Such materials and/or equipment will be stored separately and will be readily available for inspection and inventory by the resident engineer.

(4) Such materials and/or equipment will be protected against weather, theft and other hazards and will not be subjected to deterioration.

(5) All of the other terms, provisions, conditions and covenants contained in the contract shall be and remain in full force and effect as therein provided.

(6) A supplemental agreement will be executed between the Government and the contractor with the consent of the contractor's surety for off-site storage.

(e) The contractor, prior to receiving a progress or final payment under this contract, shall submit to the contracting officer a certification that the contractor has made payment from proceeds of prior payments, or that timely payment will be made from the proceeds of the progress or final payment then due, to subcontractors and suppliers in accordance with the contractual arrangements with them.

(f) The Government reserves the right to withhold payment until samples, shop drawings, engineer's certificates, additional bonds, payrolls, weekly statements of compliance, proof of title, nondiscrimination compliance reports, or any other things required by this contract, have been submitted to the satisfaction of the contracting officer.

(End of Clause)

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

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

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

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

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

(End of Clause)

## ADDITIONAL REQUIREMENTS FOR BAR CHART SCHEDULE

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

- Activity Description

- Estimated Duration

- Responsibility (Trade) and Manpower (Crew size)

- Planned Start and Completion Dates

- Activity Cost

B. Updated Schedules and Updating Procedures

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

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

- Actual start and completion dates for activities started and/or completed during the reporting period.

- VA issued changes to the original contract requirements that change the contractor's original sequence of work.

- Contractor changes in work sequence, durations, responsibility, manpower, and activity costs.

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

(End of Clause)

## 4.36 VAAR 852.236-85 SUPPLEMENTARY LABOR STANDARDS PROVISIONS (APR 1984)

(a) The wage determination decision of the Secretary of Labor is set forth in section GR, General Requirements, of this contract. It is the result of a study of wage conditions in the locality and establishes the minimum hourly rates of wages and fringe benefits for the described classes of labor in accordance with applicable law. No increase in the contract price will be allowed or authorized because of payment of wage rates in excess of those listed.

(b) The contractor shall submit the required copies of payrolls to the contracting officer through the resident engineer or engineer officer, when acting in that capacity. Department of Labor Form WH- 347, Payroll, available from the Superintendent of Documents, Government Printing Office, Washington, DC 20402, may be used for this purpose. If, however, the contractor or subcontractor elects to use an individually composed payroll form, it shall contain the same information shown on Form WH-347, and in addition be accompanied by Department of Labor Form WH-348, Statement of Compliance, or any other form containing the exact wording of this form.

(End of Clause)

## 4.37 VAAR 852.236-86 WORKER'S COMPENSATION (JAN 2008)

Public Law 107-217 (40 U.S.C. 3172) authorizes the constituted authority of States to apply their workers compensation laws to all lands and premises owned or held by the United States.

(End of Clause)

## 4.38 VAAR 852.236-87 ACCIDENT PREVENTION (SEP 1993)

The Resident Engineer on all assigned construction projects, or other Department of Veterans Affairs employee if designated in writing by the Contracting Officer, shall serve as Safety Officer and as such has authority, on behalf of the Contracting Officer, to monitor and enforce Contractor compliance with FAR 52.236-13, Accident Prevention. However, only the Contracting Officer may issue an order to stop all or part of the work while requiring satisfactory or corrective action to be taken by the Contractor.

(End of Clause)

## 4.39 VAAR 852.236-88 CONTRACT CHANGES--SUPPLEMENT (JUL 2002)

(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)

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

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

(b) The restrictions contained in this clause 852.236-89 are waived for designated country construction material as defined in FAR 52.225-11. Notwithstanding a bidder's right to offer identifiable foreign construction material in its bid pursuant to FAR 52.225-11, VA does not anticipate accepting an offer that includes foreign construction material, other than designated country construction material.

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

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

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

(End of Clause)

## 4.41 VAAR 852.236-91 SPECIAL NOTES (JUL 2002)

(a) Signing of the bid shall be deemed to be a representation by the bidder that:

(1) Bidder is a construction contractor who owns, operates, or maintains a place of business, regularly engaged in construction, alteration, or repair of buildings, structures, and communications facilities, or other engineering projects, including furnishing and installing of necessary equipment; or

(2) If newly entering into a construction activity, bidder has made all necessary arrangements for personnel, construction equipment, and required licenses to perform construction work; and

(3) Upon request, prior to award, bidder will promptly furnish to the Government a statement of facts in detail as to bidder's previous experience (including recent and current contracts), organization (including company officers), technical qualifications, financial resources and facilities available to perform the contemplated work.

(b) Unless otherwise provided in this contract, where the use of optional materials or construction is permitted, the same standard of workmanship, fabrication and installation shall be required irrespective of which option is selected. The contractor shall make any change or adjustment in connecting work or otherwise necessitated by the use of such optional material or construction, without additional cost to the Government.

(c) When approval is given for a system component having functional or physical characteristics different from those indicated or specified, it is the responsibility of the contractor to furnish and install related components with characteristics and capacities compatible with the approved substitute component as required for systems to function as noted on drawings and specifications. There shall be no additional cost to the Government.

(d) In some instances it may have been impracticable to detail all items in specifications or on drawings because of variances in manufacturers' methods of achieving specified results. In such instances the contractor will be required to furnish all labor, materials, drawings, services and connections necessary to produce systems or equipment which are completely installed, functional, and ready for operation by facility personnel in accordance with their intended use.

(e) Claims by the contractor for delay attributed to unusually severe weather must be supported by climatological data covering the period and the same period for the 10 preceding years. When the weather in question exceeds in intensity or frequency the 10-year average, the excess experienced shall be considered "unusually severe." Comparison shall be on a monthly basis. Whether or not unusually severe weather in fact delays the work will depend upon the effect of weather on the branches of work being performed during the time under consideration.

(End of Clause)

## 4.42 VAAR 852.246-74 SPECIAL WARRANTIES (JAN 2008)

The clause entitled "Warranty of Construction" in FAR 52.246-21 is supplemented as follows:

Any special warranties that may be required under the contract shall be subject to the elections set forth in the FAR clause at 52.246-21, Warranty of Construction, unless otherwise provided for in such special warranties.

(End of Clause)

## 4.43 VAAR 852.246-75 WARRANTY FOR CONSTRUCTION--GUARANTEE PERIOD SERVICES (JAN 2008)

The clause entitled "Warranty of Construction" in FAR 52.246-21 is supplemented as follows:

Should the contractor fail to prosecute the work or fail to proceed promptly to provide guarantee period services after notification by the contracting officer, the Government may, subject to the default clause contained at FAR 52.249-10, Default (Fixed- Price Construction), and after allowing the contractor 10 days to correct and comply with the contract, terminate the right to proceed with the work (or the separable part of the work) that has been delayed or unsatisfactorily performed. In this event, the Government may take over the work and complete it by contract or otherwise, and may take possession of and use any materials, appliances, and plant on the work site necessary for completing the work. The contractor and its sureties shall be liable for any damages to the Government resulting from the contractor's refusal or failure to complete the work within this specified time, whether or not the contractor's right to proceed with the work is terminated. This liability includes any increased costs incurred by the Government in completing the work.

(End of Clause)

## 4.44 VAAR 852.273-76 ELECTRONIC INVOICE SUBMISSION (Interim - October 2008)

(a) To improve the timeliness of payments and lower overall administrative costs, VA strongly encourages contractors to submit invoices using its electronic invoicing system. At present, electronic submission is voluntary and any nominal registration fees will be the responsibility of the contractor. VA intends to mandate electronic invoice submission, subject to completion of the federal rulemaking process. At present, VA is using a 3rd party agent to contact contractors regarding this service. During the voluntary period, contractors interested in registering for the electronic system should contact the VA's Financial Services Center at <http://www.fsc.va.gov/einvoice.asp>.

(End of Clause)

CONTRACTOR PERSONNEL SECURITY REQUIREMENTS:

The background investigation process is subject to change and revision, the information provided is meant to be an overview and not provide a complete listing of all required action. The Contractor will be informed of any changes and the requirements of the current system by the Contracting Officer working the background investigation. The contractor shall comply with all applicable Federal and Department of Veterans Affairs’ security laws, regulations, directives and policies.

All contractor employees who require access to a Department of Veterans Affairs’ facility or information system shall be the subject of a background investigation and must receive a favorable adjudication from the VA Office of Security and Law Enforcement prior to contract performance. The contractor must provide all required information needed for a security check. Currently, this includes but is not limited to the: name, home address, social security number, date of birth, place of birth, home phone number, cell phone number, email address and fingerprints of the employee requiring access. Any violation of these statutory provisions, as stated in department regulations by the contractor’s employees may involve imposition of criminal penalties. This requirement is applicable to all subcontractor personnel requiring the same access. Contract performance shall not commence prior to confirmation from the designated VA Organization responsible, currently this is the VHA Service Center Personnel Security (VSC), that the investigative documents have been submitted. The VSC will notify the VA Contracting Officer, VA Sponsor, and the contractor upon receipt of the appropriate investigative documents. Notification from the VSC is necessary for performance to begin but is not sufficient. The actual start date shall be approved by the Contracting Officer. The Contracting Officer must provide approval to begin performance (approval may be by letter, email, or verbal). If on-site work is required, then two forms of identification are required at the time of in-processing. In accordance with FIPS 201-1, Section 2.2 the applicant shall be required to provide two original forms of identity source documents. The identity source documents must come from the list of acceptable documents included in Form I-9, OMB No. 1115-0136, Employment Eligibility Verification. At least one document shall be a valid State or Federal government-issued picture identification (ID).

If the work is to be performed at any location other than the contractor’s office, the contractor is responsible for insuring that the remote work site and any Patient Health Information or Personally Identifiable Information that can be accessed from that work site is only accessible to the contractor’s employee and not accessible to any unauthorized individual. The Contractor shall visually inspect the work site prior to its use. The contracted employee shall assume responsibility for securing the work site and complying with all privacy and security regulations in handling, securing, and destroying patient information.

**THE CONTRACTOR SHALL ASSURE THAT ALL CONTRACTED EMPLOYEES COMPLETE PRIVACY TRAINING (VA CYBER SECURITY AWARENESS AND VHA PRIVACY POLICY TRAINING) ANNUALLY. CURRENTLY THE EMPLOYEE SHALL SELF ENROLL IN TALENT MAAGEMENT SYSTEM (TMS) AND COMPLETE THE VA PRIVACY AND INFORMATION SECURITY AWARENESS AND RULES OF BEHAVIOR (COURSE # 10176).**

1. Position Sensitivity – The position sensitivity has been designated as Low Risk/Non-sensitive.

2. Background Investigation – - The level of background investigation commensurate with the required level of access is Minimum Background Investigation.

3. Contractor Responsibilities

(a) The contractor shall bear the expense of obtaining background investigations. If the investigation is conducted by the Office of Personnel Management (OPM), the contractor shall reimburse VA within 30 days.

(b) The contractor shall prescreen all personnel requiring access to the computer systems to ensure they maintain United States citizenship and are able to read, write, speak and understand the English language.

(c) The contractor shall submit or have their employees submit the required forms to the VA Office of Security and Law Enforcement in accordance with the current electronic submission process. Examples of required forms include:

i. Standard Form 85, Questionnaire for Non-Sensitive Positions

ii. FD 258, U.S. Department of Justice Fingerprint Applicant Chart

iii. VA Form 0710, Authority for Release of Information Form

iv. Optional Form 306, Declaration for Federal Employment

v. Optional Form 612, Optional Application for Federal Employment

(d) The contractor, when notified of an unfavorable determination by the Government, shall withdraw the employee from consideration from working under the contract.

(e) Failure to comply with the contractor personnel security requirements may result in termination of the contract for default.

## 4.45 MANDATORY WRITTEN DISCLOSURES

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

## 4.46 IT CONTRACT SECURITY

VA INFORMATION AND INFORMATION SYSTEM SECURITY/PRIVACY

1. GENERAL

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

2. ACCESS TO VA INFORMATION AND VA INFORMATION SYSTEMS

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

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

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

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

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

3. VA INFORMATION CUSTODIAL LANGUAGE

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

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

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

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

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

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

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

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

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

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

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

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

4. INFORMATION SYSTEM DESIGN AND DEVELOPMENT

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

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

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

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

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

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

g. The contractor/subcontractor agrees to:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

6. SECURITY INCIDENT INVESTIGATION

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

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

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

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

7. LIQUIDATED DAMAGES FOR DATA BREACH

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

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

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

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

(2) Description of the event, including:

(a) date of occurrence;

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

(3) Number of individuals affected or potentially affected;

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

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

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

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

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

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

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

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

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

(1) Notification;

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

(3) Data breach analysis;

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

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

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

8. SECURITY CONTROLS COMPLIANCE TESTING

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

9. TRAINING

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

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

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

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

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

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

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

(End of Clause)

## 4.47 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/oamm/oa/ars/policyreg/vaar/index.cfm

(End of Clause)

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| --- | --- | --- |
| **FAR Number** | **Title** | **Date** |
| 52.202-1 | DEFINITIONS | JAN 2012 |
| 52.203-3 | GRATUITIES | APR 1984 |
| 52.203-5 | COVENANT AGAINST CONTINGENT FEES | APR 1984 |
| 52.203-6 | RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT | SEP 2006 |
| 52.203-7 | ANTI-KICKBACK PROCEDURES | OCT 2010 |
| 52.203-8 | CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY | JAN 1997 |
| 52.203-10 | PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY | JAN 1997 |
| 52.203-12 | LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS | OCT 2010 |
| 52.203-13 | CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT | APR 2010 |
| 52.204-4 | PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER | MAY 2011 |
| 52.204-9 | PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL | JAN 2011 |
| 52.204-10 | REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS | AUG 2012 |
| 52.209-6 | PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT | DEC 2010 |
| 52.211-6 | BRAND NAME OR EQUAL | AUG 1999 |
| 52.215-2 | AUDIT AND RECORDS--NEGOTIATION | OCT 2010 |
| 52.219-8 | UTILIZATION OF SMALL BUSINESS CONCERNS | JAN 2011 |
| 52.219-25 | SMALL DISADVANTAGED BUSINESS PARTICIPATION PROGRAM--DISADVANTAGED STATUS AND REPORTING | DEC 2010 |
| 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 ACT-OVERTIME COMPENSATION | JUL 2005 |
| 52.222-6 | DAVIS-BACON ACT | JUL 2005 |
| 52.222-7 | WITHHOLDING OF FUNDS | FEB 1988 |
| 52.222-8 | PAYROLLS AND BASIC RECORDS | JUN 2010 |
| 52.222-9 | APPRENTICES AND TRAINEES | JUL 2005 |
| 52.222-10 | COMPLIANCE WITH COPELAND ACT REQUIREMENTS | FEB 1988 |
| 52.222-11 | SUBCONTRACTS (LABOR STANDARDS) | JUL 2005 |
| 52.222-12 | CONTRACT TERMINATION - DEBARMENT | FEB 1988 |
| 52.222-13 | COMPLIANCE WITH DAVIS-BACON AND RELATED ACT REGULATIONS | FEB 1988 |
| 52.222-14 | DISPUTES CONCERNING LABOR STANDARDS | FEB 1988 |
| 52.222-15 | CERTIFICATION OF ELIGIBILITY | FEB 1988 |
| 52.222-21 | PROHIBITION OF SEGREGATED FACILITIES | FEB 1999 |
| 52.222-26 | EQUAL OPPORTUNITY | MAR 2007 |
| 52.222-27 | AFFIRMATIVE ACTION COMPLIANCE REQUIREMENTS FOR CONSTRUCTION | FEB 1999 |
| 52.222-35 | EQUAL OPPORTUNITY FOR VETERANS | SEP 2010 |
| 52.222-36 | AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES | OCT 2010 |
| **FAR Number** | **Title** | **Date** |
| 52.222-37 | EMPLOYMENT REPORTS ON VETERANS | SEP 2010 |
| 52.222-50 | COMBATING TRAFFICKING IN PERSONS | FEB 2009 |
| 52.222-54 | EMPLOYMENT ELIGIBILITY VERIFICATION | JUL 2012 |
| 52.223-1 | BIOBASED PRODUCT CERTIFICATION | MAY 2012 |
| 52.223-2 | AFFIRMATIVE PROCUREMENT OF BIOBASED PRODUCTS UNDER SERVICE AND CONSTRUCTION CONTRACTS | JUL 2012 |
| 52.223-4 | RECOVERED MATERIAL CERTIFICATION | MAY 2008 |
| 52.223-5 | POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION | MAY 2011 |
| 52.223-6 | DRUG-FREE WORKPLACE | MAY 2001 |
| 52.223-10 | WASTE REDUCTION PROGRAM | MAY 2011 |
| 52.223-17 | AFFIRMATIVE PROCUREMENT OF EPA-DESIGNATED ITEMS IN SERVICE AND CONSTRUCTION CONTRACTS | MAY 2008 |
| 52.223-18 | ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING | AUG 2011 |
| 52.225-13 | RESTRICTIONS ON CERTAIN FOREIGN PURCHASES | JUN 2008 |
| 52.227-1 | AUTHORIZATION AND CONSENT | DEC 2007 |
| 52.227-2 | NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT | DEC 2007 |
| 52.227-4 | PATENT INDEMNITY--CONSTRUCTION CONTRACTS | DEC 2007 |
| 52.228-2 | ADDITIONAL BOND SECURITY | OCT 1997 |
| 52.228-11 | PLEDGES OF ASSETS | JAN 2012 |
| 52.228-12 | PROSPECTIVE SUBCONTRACTOR REQUESTS FOR BONDS | OCT 1995 |
| 52.228-14 | IRREVOCABLE LETTER OF CREDIT | DEC 1999 |
| 52.228-15 | PERFORMANCE AND PAYMENT BONDS-- CONSTRUCTION | OCT 2010 |
| 52.229-3 | FEDERAL, STATE, AND LOCAL TAXES | APR 2003 |
| 52.232-5 | PAYMENTS UNDER FIXED-PRICE CONSTRUCTION CONTRACTS | SEP 2002 |
| 52.232-17 | INTEREST | OCT 2010 |
| 52.232-18 | AVAILABILITY OF FUNDS | APR 1984 |
| 52.232-23 | ASSIGNMENT OF CLAIMS | JAN 1986 |
| 52.232-27 | PROMPT PAYMENT FOR CONSTRUCTION CONTRACTS | OCT 2008 |
| 52.232-34 | PAYMENT BY ELECTRONIC FUNDS TRANSFER-- OTHER THAN CENTRAL CONTRACTOR REGISTRATION | MAY 1999 |
| 52.233-1 | DISPUTES ALTERNATE I (DEC 1991) | JUL 2002 |
| 52.233-3 | PROTEST AFTER AWARD | AUG 1996 |
| 52.233-4 | APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM | OCT 2004 |
| 52.236-2 | DIFFERING SITE CONDITIONS | APR 1984 |
| 52.236-3 | SITE INVESTIGATION AND CONDITIONS AFFECTING THE WORK | APR 1984 |
| 52.236-5 | MATERIAL AND WORKMANSHIP | APR 1984 |
| 52.236-6 | SUPERINTENDENCE BY THE CONTRACTOR | APR 1984 |
| 52.236-7 | PERMITS AND RESPONSIBILITIES | NOV 1991 |
| 52.236-8 | OTHER CONTRACTS | APR 1984 |
| 52.236-9 | PROTECTION OF EXISTING VEGETATION, STRUCTURES, EQUIPMENT, UTILITIES, AND IMPROVEMENTS | APR 1984 |
| 52.236-10 | OPERATIONS AND STORAGE AREAS | APR 1984 |
| 52.236-11 | USE AND POSSESSION PRIOR TO COMPLETION | APR 1984 |
| 52.236-12 | CLEANING UP | APR 1984 |
| 52.236-13 | ACCIDENT PREVENTION | NOV 1991 |
| 52.236-14 | AVAILABILITY AND USE OF UTILITY SERVICES | APR 1984 |
| **FAR Number** | **Title** | **Date** |
| 52.236-15 | SCHEDULES FOR CONSTRUCTION CONTRACTS | APR 1984 |
| 52.236-17 | LAYOUT OF WORK | APR 1984 |
| 52.236-21 | SPECIFICATIONS AND DRAWINGS FOR CONSTRUCTION | FEB 1997 |
| 52.236-26 | PRECONSTRUCTION CONFERENCE | FEB 1995 |
| 52.242-13 | BANKRUPTCY | JUL 1995 |
| 52.242-14 | SUSPENSION OF WORK | APR 1984 |
| 52.243-4 | CHANGES | JUN 2007 |
| 52.244-5 | COMPETITION IN SUBCONTRACTING | DEC 1996 |
| 52.244-6 | SUBCONTRACTS FOR COMMERCIAL ITEMS | DEC 2010 |
| 52.245-1 | GOVERNMENT PROPERTY | APR 2012 |
| 52.245-9 | USE AND CHARGES | APR 2012 |
| 52.246-12 | INSPECTION OF CONSTRUCTION | AUG 1996 |
| 52.246-13 | INSPECTION--DISMANTLING, DEMOLITION, OR REMOVAL OF IMPROVEMENTS | AUG 1996 |
| 52.246-21 | WARRANTY OF CONSTRUCTION | MAR 1994 |
| 52.248-3 | VALUE ENGINEERING--CONSTRUCTION | OCT 2010 |
| 52.249-2 | TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED PRICE) ALTERNATE I (SEPT 1996) | APR 2012 |
| 52.249-3 | TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (DISMANTLING, DEMOLITION, OR REMOVAL OF IMPROVEMENTS) | APR 2012 |
| 52.249-10 | DEFAULT (FIXED-PRICE CONSTRUCTION) | APR 1984 |
| 52.253-1 | COMPUTER GENERATED FORMS | JAN 1991 |

General Decision Number: LA120009 11/16/2012 LA9

Superseded General Decision Number: LA20100010

State: Louisiana

Construction Type: Building

Counties: Bossier, Caddo, Ouachita, Rapides and Webster

Counties in Louisiana.

BUILDING CONSTRUCTION PROJECTS (Does not include single family

homes and apartments up to and including 4 stories)

Modification Number Publication Date

0 01/06/2012

1 01/20/2012

2 04/06/2012

3 06/15/2012

4 07/06/2012

5 09/28/2012

6 11/02/2012

7 11/16/2012

ELEC0194-005 09/03/2012

BOSSIER, CADDO, and WEBSTER PARISHES

Rates Fringes

ELECTRICIAN (includes low

voltage wiring and

installation of fire alarms,

security systems, telephones,

and computers)...................$ 25.25 9.56

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

ELEC0446-006 09/01/2011

OUACHITA PARISH

Rates Fringes

ELECTRICIAN (includes low

voltage wiring and

installation of fire alarms,

security systems, telephones,

and computers)...................$ 21.00 1%+9.02

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

\* ELEC0576-005 09/01/2012

RAPIDES PARISH

Rates Fringes

ELECTRICIAN (includes low

voltage wiring and

installation of fire alarms,

security systems, telephones,

and computers)...................$ 23.50 4.25%+5.60

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PLUM0141-004 08/01/2012

BOSSIER, CADDO, and WEBSTER PARISHES

Rates Fringes

PLUMBER (includes HVAC pipe).....$ 24.62 11.04

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PLUM0247-003 05/01/2012

RAPIDES PARISH

Rates Fringes

PLUMBER (includes HVAC pipe).....$ 24.50 8.93

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

PLUM0659-002 07/01/2012

OUACHITA PARISH

Rates Fringes

PLUMBER (includes HVAC pipe).....$ 23.85 8.45

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SHEE0361-003 07/01/2012

BOSSIER, CADDO, OUACHITA, RAPIDES, AND WEBSTER PARISHES

Rates Fringes

Sheet Metal Worker (includes

HVAC duct).......................$ 26.09 10.22+3%

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SULA2004-001 03/24/2004

Rates Fringes

CARPENTER (includes

acoustical; drywall

hanging/framing; metal stud

installation; form building;

and form setting)................$ 13.77 0.00

Cement Mason/Concrete Finisher...$ 12.92 0.00

GLAZIER..........................$ 14.00 0.81

HVAC MECHANIC (setting system

only)............................$ 9.00 0.00

IRONWORKER

Metal Building Erection.....$ 11.48 2.71

Structural..................$ 15.76 4.30

Laborer, common..................$ 9.00 0.00

Power Equipment Operators

Backhoe/Excavator...........$ 13.05 2.30

Crane.......................$ 17.36 0.00

Forklift....................$ 13.00 0.00

Trackhoe....................$ 10.00 0.00

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WELDERS - Receive rate prescribed for craft performing

operation to which welding is incidental.

================================================================

Unlisted classifications needed for work not included within

the scope of the classifications listed may be added after

award only as provided in the labor standards contract clauses

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

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

The body of each wage determination lists the classification

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

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

determination. The classifications are listed in alphabetical

order of "identifiers" that indicate whether the particular

rate is union or non-union.

Union Identifiers

An identifier enclosed in dotted lines beginning with

characters other than "SU" denotes that the union

classification and rate have found to be prevailing for that

classification. Example: PLUM0198-005 07/01/2011. The

first four letters , PLUM, indicate the international union and

the four-digit number, 0198, that follows 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. The date, 07/01/2011, following these

characters is the effective date of the most current

negotiated rate/collective bargaining agreement which would be

July 1, 2011 in the above example.

Union prevailing wage rates will be updated to reflect any

changes in the collective bargaining agreements governing the

rate.

0000/9999: weighted union wage rates will be published annually

each January.

Non-Union Identifiers

Classifications listed under an "SU" identifier were derived

from survey data by computing average rates and are not union

rates; however, the data used in computing these rates may

include both union and non-union data. Example: SULA2004-007

5/13/2010. SU indicates the rates are not union rates, LA

indicates the State of Louisiana; 2004 is the year of the

survey; and 007 is an internal number used in producing the

wage determination. A 1993 or later date, 5/13/2010, indicates

the classifications and rates under that identifier were issued

as a General Wage Determination on that date.

Survey wage rates will remain in effect and will not change

until a new survey is conducted.

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

WAGE DETERMINATION APPEALS PROCESS

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

be:

\* an existing published wage determination

\* a survey underlying a wage determination

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

a wage determination matter

\* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests

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

Regional Office for the area in which the survey was conducted

because those Regional Offices have responsibility for the

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

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

and 3.) should be followed.

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

process described here, initial contact should be with the

Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations

Wage and Hour Division

U.S. Department of Labor

200 Constitution Avenue, N.W.

Washington, DC 20210

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

interested party (those affected by the action) can request

review and reconsideration from the Wage and Hour Administrator

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

Wage and Hour Administrator

U.S. Department of Labor

200 Constitution Avenue, N.W.

Washington, DC 20210

The request should be accompanied by a full statement of the

interested party's position and by any information (wage

payment data, project description, area practice material,

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

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

interested party may appeal directly to the Administrative

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

Administrative Review Board

U.S. Department of Labor

200 Constitution Avenue, N.W.

Washington, DC 20210

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

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END OF GENERAL DECISION

LIST OF ATTACHMENTS

Attachment 1 Statement of Work

Attachment 2 Section 01 00 00, General Requirements

Attachment 3 Company Specialized Experience  
 Construction of Prime Contractor

Attachment 4 Company Specialized Experience  
 Key Subcontractor (Or Prime If Work  
 Not To Be Subcontracted)

Attachment 5 Past Performance Evaluation  
 Interview Questionnaire

Attachment 6 Letter of Commitment for Key  
 Personnel

Attachment 7 Key Personnel Resume

Attachment 8 Proposal Data Sheet

Attachment 9 Pre-proposal Conference Reservation

NOTE: Attachments 3 through 9 will be physically removed from the contract award document but will be maintained as part of the contract file

**STATEMENT OF WORK (SOW)   
For  
INDEFINITE DELIVERY/INDEFINITE QUANTITY CONTRACT  
OBVAMC, Shreveport, LA 71101**

**ATTACHEMENT 1**

1. **GENERAL TERMS:**

* 1. **THIS WORK IS BEING PERFORMED IN A HOSPITAL ENVIRONMENT**

1.1.1. The contractor’s performance of this contract shall NOT interfere with Patient Care or Hospital Operation.

1.1.2. If necessary for reasons of patient care/hospital operation, the Contracting Officer (CO)/Contracting Officer’s Representative (COR) may direct the contractor to stop work or limit the types of work that can be performed. This may occur with little or no advance notice.

1.2. The Department of Veterans Affairs has a requirement for general contractors to perform non-recurring maintenance, minor construction projects and emergency repair at Overton Brooks VA Medical Center, Shreveport LA. Contractor shall have a local office in order to meet the response time of one hour or less. The resulting contract will be a fixed price job order Indefinite Delivery/Indefinite Quantity (IDIQ) contract. The government anticipates the award of an IDIQ contract to two contractors. Minimum value for each contract is $25,000 with an estimated maximum of $25 Million over the Base Year and Four additional 12-Month Option Periods. ($25M is a combined contract total with each contract maximum set at $2.5M per performance period and $12.5M maximum over the Base Year and Four additional 12-Month Option Periods.)

1.3. The contractor shall furnish all materials, equipment and personnel necessary to accomplish each Task Order (TO). Each TO will vary in size and dollar amounts. Task Orders (T0) will involve, but not be limited to trades, such as carpentry, road repair, roofing, excavation, electrical work, steam work, plumbing, asbestos abatement, sheet metal, painting, demolition, concrete masonry, welding and mechanical.

1.4. The VA Medical Center maintenance/repair/renovation shall conform to the requirements of the Joint Commission of Accreditation of Health Care Organizations (JCAHO) Environmental Care Standards and other applicable codes and standards.

2. **COEFFICIENTS**

A “coefficient” is the Contractor pricing factor which is multiplied against the standard unit prices in calculating task order (TO) prices. It is proposed by offerors as a percentage increase (e.g., 1.10) or decrease (e.g., 0.95), or a net (e.g.1.00) to the current RS Means Construction Costs and shall not exceed 2 decimal places. The Contractor’s Coefficient shall include all cost elements not included in the current RS Means Construction Cost Data Book (e.g., overhead, profit, Davis-Bacon wages, local area pricing factors, minimum design costs, G & A expenses, bond premiums, gross receipts taxes, quality control, clean-up, subcontractor mark-up, labor burden, mobilization/demobilization, permits and licenses, taxes, depreciation, as-built drawings, submittals, site security, etc.). The offeror shall submit coefficients for the contract unit price book and non-priced items as specified (percentage factors) for all pricing coefficient categories. The Government **estimated** that **5% to 25%** of all work on this contract shall be for work accomplished on a non-standard time basis. Non-standard work hours shall be paid to the Contractor only if the Contractor is directed to work during non-standard hours by the Contracting Officer. On individual task orders, the contractor may offer a coefficient that is less than the coefficient found in Schedule B (Bid Schedule) of the contract, but cannot offer a coefficient greater than the applicable coefficient on Schedule B (Bid Schedule) of the contract.

3. **WORK HOURS**

3.1. Standard Hours – 7:00 AM to 4:30 PM Monday through Friday with all Federal Holidays recognized as non-working days. However, the nature of some of the work for various projects in order to keep the hospital operations will require some construction tasks to take place evenings, nights, weekends and/or holidays. The successful contractor(s) will need to coordinate when this kind of work can be performed with the VA contracting officer or contracting officer’s representative. Offerors shall perform any or all work during standard hours (normal working hours) in accordance with the scope of work in individual task orders against this contract for the unit price sum specified in the Unit Price Book, multiplied times the coefficient for Standard Hours.

3.2. Non-Standard Hours – Any hour(s) other than Standard Hours as stated above (4:30 PM to 7:00 AM). Offerors shall perform any or all working other than standard hours (acceleration or work to be performed outside the standard hours in accordance with the scope of work in individual task orders against this contract for the until price sum specified in the Unit Price Book, multiplied times the coefficient for Non-Standard Hours and will be used when the Government requires the contractor to perform work outside the facility’s standard (normal working) hours.

3.3 Davis Bacon wage rates shall apply and overtime pay must be paid to contractor employees who work more than 40 hours per week. This construction contract will NOT separately account for any non-standard hours as it affects the contractor’s employee pay.

3.4. Some Task Orders will require the contractor to perform all functions called for in the Task Order during other than Standard Hours. The Task Orders will be identified on an “as needed” basis. Otherwise, contractors will not be permitted to work on Saturdays, Sundays or Federal holidays unless authorized in writing by the Contracting Officer/Contracting Officer’s Representative. Such requests are to be submitted to the CO/COR a minimum of three (3) working days in advance of his/her intention to working during other periods as designated in the Task Order. The exclusion of work on Saturday, Sunday, and Federal holidays will be considered in computing the performance time of each task order.

3.5 Federal Holidays

3.5.1. The Federal Government observes the following days as holidays.

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

\*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.

3.5.2. In addition to the days designated as holidays, the Government observes the following days:

Any other day designated by Federal Statute

Any other day designated by Executive Order

Any other day designated by the President’s Proclamation

**3.6 CONFORMANCE TO CODES AND REGULATIONS.**

National and international codes and regulations for building construction and safety will be used where applicable. Current architectural, engineering, and construction practices shall be incorporated in the project design to obtain quality and to provide a functional, complete, and usable facility. The applicable list of National Codes and Regulations (Latest Edition) includes, but is not limited to, the following:

- BOCA Code;

- International Building Code

- National Electric Code

- National Fire Protection Code

- National Safety Code

- OSHA Regulations

- ASHRA-E, Codes, Standards

- International Plumbing Code

4. **PRICE INFORMATION**

4.1. The “**Burdened No City Cost Index**” unit prices identified in the current copy of Cost Works shall be used as the price book for this contract. The cost estimating software shall be used for cost estimating for this contract. The “Total” “Burdened No City Cost Index” costs shall be summed and multiplied by the applicable Contractor’s coefficient.

4.2. The total costs shall be as printed in the current databases, without changing the daily output or equipment, material, or labor rates. No provision shall be made for local costs in excess of the Cost Estimating Guide other than the Contractor’s coefficient. No deviation from the cost estimating software labor, material, equipment, or daily output shall be authorized unless approved, in writing, by the Contracting Officer.

4.3. The contractor shall provide a current edition of the Unit Price Book (UPB) and estimating software, CD Rom version, to the Government COR as a requirement of the contract. Updates shall be provided to the Government at the Contractor’s expense to incorporate the most current annual updates of the cost estimating software databases as they become available. Receipt of update information each year does not obligate the Government to exercise any contract option years. The contractor shall obtain the CD Rom version of the aforementioned UPB and the estimating software and shall submit all price proposals electronically using the estimating software. It is the contractor’s responsibility to purchase the publications and computer software noted above. The contractor shall possess the most current versions throughout the entire life of the contract. Receipt of update information each year does not obligate the Government to exercise any contract option years.

4.4. The offeror’s coefficients (percentage factor) must contain all allowable Contractor costs, including all contingencies and profit. Examples of such costs include, but are not limited to, overhead, bond premiums, insurance, all payroll taxes, gross receipts tax, general conditions (superintendents salaries and builders’ risk insurance), mobilization, demobilization, infection control measures (dust partitions, negative air, etc), required construction equipment (offeror) is expected to hire subcontractors which have their own equipment common to the trade), daily and final clean up, required safety equipment and devices, traffic barricades, flag persons, permits, licenses, as-built drawings, submittals, waste, waste handling and disposal, swell and compaction, travel or freight charges, paperwork fees associated with a certain task order (i.e. asbestos abatement removal plan preparation), consultant fees, all on or off site storage, differential between costs and actual costs, special clothing for workers, administrative support, progress meeting expenses, contract start-up costs, required computer equipment/supplies and all contingencies and risks associated with this contracts as no other allowance shall be made after award. The appropriate coefficient shall also apply to the non-priced items added as a “Supplement to the cost estimating software”.

4.5. Unit Pricing Information

4.5.1. The RS Means Building Construction Cost Data Book contains pricing information for the work to be accomplished and for the units of measure specified. This pricing guide is to be used by both the Government and the contractor to develop estimates and proposals for each task order including modifications. The line items in the cost estimating software include all material, equipment and labor cost. The **RS Means Facilities Repair Cost Data s**oftware is located at [www.meanscostworks.com](http://www.meanscostworks.com). The software contains pricing information for the work to be accomplished and for the units of measure specified.

4.5.2. **Means Cost Works** provides the unit pricing to be used on this contract. Estimates shall be computed using the settings of “Facilities Repair, Union Labor”.

4.5.3. The contractor shall utilize the most current version of RS Means Construction Cost and have it available for the first task order RFP. The RS Means Construction Cost Data is updated on an annual basis and each contractor shall ensure the latest version is used when preparing proposals. The price shall remain fixed throughout the task order even if the performance period extends into the next performance period.

4.5.4. The RS Means will be multiplied against the coefficient to determine the line item unit cost.

4.6. Bare (Direct Costs)

4.6.1. The contractor must furnish pricing (proposals) for each individual TO on a LINE ITEM BASIS. Each line item price shall consist of BARE COSTS only, and shall NOT include (INDIRECT) costs, such as: overhead (OH), general and administrative (G&A) cost, insurance, bonds and profit. The contractor’s OH/G&A and profit are to be included in the coefficient factors.

4.6.2. The Bare Cost for all Task Orders shall be based upon RS Means pricing in effect at the time the proposal is due to the Government.

4.6.3. City Cost Index and Coefficient: The prices set forth in the RS Means Construction Cost Data Book in effect on the date each proposal is due shall form the basis against which the contractors co-efficient will be multiplied. The city cost index will not be utilized. The contractors co-efficient shall include, incorporate and compensate for any applicable local city pricing factors.

4.6.4. Bare costs shall be the total cost for each line item using the applicable total column multiplied by the number of units required for the project. Allowable bare costs shall only include Divisions 1-34 and shall exclude Division #0 (Special Sections). See full descriptions at[http:///www.cfm.va.gov/til/spec.asp](http://www.cfm.va.gov/til/spec.asp).

|  |  |  |
| --- | --- | --- |
| |  | | --- | | Division #1-General Requirements, [Division 2 - Existing Conditions](http://www.cfm.va.gov/TIL/spec.asp#02), [Division 3 - Concrete](http://www.cfm.va.gov/TIL/spec.asp#03), [Division 4 - Masonry](http://www.cfm.va.gov/TIL/spec.asp#04), [Division 5 - Metals](http://www.cfm.va.gov/TIL/spec.asp#05), [Division 6 - Wood and Plastic](http://www.cfm.va.gov/TIL/spec.asp#06), [Division 7 - Thermal and Moisture Protection](http://www.cfm.va.gov/TIL/spec.asp#07), [Division 8 - Doors and Windows](http://www.cfm.va.gov/TIL/spec.asp#08), [Division 9 - Finishes](http://www.cfm.va.gov/TIL/spec.asp#09), [Division 10 - Specialties](http://www.cfm.va.gov/TIL/spec.asp#10), [Division 11 - Equipment](http://www.cfm.va.gov/TIL/spec.asp#11), [Division 12 - Furnishings](http://www.cfm.va.gov/TIL/spec.asp#12), [Division 13 - Special Construction](http://www.cfm.va.gov/TIL/spec.asp#13), [Division 14 - Conveying Equipment](http://www.cfm.va.gov/TIL/spec.asp#14), [Division 21 - Fire Suppression](http://www.cfm.va.gov/TIL/spec.asp#21), [Division 22 - Plumbing](http://www.cfm.va.gov/TIL/spec.asp#22), [Division 23 - Heat, Ventilating, and Air Conditioning](http://www.cfm.va.gov/TIL/spec.asp#23), [Division 26 - Electrical](http://www.cfm.va.gov/TIL/spec.asp#26) [Division 27 - Communications](http://www.cfm.va.gov/TIL/spec.asp#27), [Division 28 - Electronic Safety and Security](http://www.cfm.va.gov/TIL/spec.asp#28), [Division 31 - Earthwork](http://www.cfm.va.gov/TIL/spec.asp#31), [Division 32 - Exterior Improvements](http://www.cfm.va.gov/TIL/spec.asp#32), [Division 33 - Utilities](http://www.cfm.va.gov/TIL/spec.asp#33), [Division 34 - Transportation](http://www.cfm.va.gov/TIL/spec.asp#34) | |  | |

4.6.5. All prices in the unit price are for completed and in-place construction unless explicitly described otherwise. Incidental nails, screws, weldments, and connectors are considered in the “**Unit Price line number”** cost. Line items are for end finishes. For example, Installation of line item “1/2” conduit” will include costs of couplings, straps, screws and any other materials required for complete installation of that line item. Where an assembly cost is provided (an example would be a brick wall), it shall not be broken down into individual units and listed separately (in this case listing brick, mortar, horizontal reinforcement, etc.) Line item prices are for materials or equipment delivered to the job site.

4.6.6. Non-Prepriced Items of work not covered by **Means Cost Works**, but within its scope, may be negotiated by the Contracting Officer, or his designated representative, this includes work that needs to be completed after normal working hours. Added items of work shall be incorporated into and made a part of the task order in accordance with VAAR 852.236-88, Contract Changes – Supplement (JUL 2002), and shall be performed at the negotiated unit price. Non-prepriced work shall be so noted on each task order. Non-prepriced proposals shall be supported with verifiable documentation supporting competitive quotes (minimum of two) catalogue prices, etc. for all non-prepriced items shall be proposed in bare costs only (material, equipment, and labor) multiplied by the quantity and the overhead and profit rate.

4.7. DEMOLITION.

Selective removal type demolitions are listed in the UPB for all tasks that can be demolished, and do not include hauling costs. Site demolitions are assembly type of removals, and are to be used when appropriate. Line item demolition includes all attached appurtenances, for example, demolishing a door includes the hardware, and removing pipe includes all in-line fittings and valves. Unless explicitly required in the scope of work, demolition includes handling. Handling line items in the UPB are for the handling of debris that is present prior to the task order. Handling is also allowed when use of a chute or elevator is required. Line item demolition prices include disposal costs, whether salvageable or non-salvageable material.

**5. TASK ORDER NEGOTIATION AND AWARD**

5.1.SOLICITATION**:**

5.1.1. The contractor shall receive from the Contracting Officer a Request For Proposal (RFP) for each individual task order. The RFP shall include a Statement of Work, drawings (if any) and all applicable specifications. Only the VA provided sections of the Master Specifications that are provided to the contractor during negotiation of an individual task order shall apply to that task order. General Requirements Specification 01 00 00 (Attachment 2) shall apply to all task orders. The contractor shall attend a site visit as arranged by the CO and the COR within time specified by the solicitation. After completion of the site visit, the contractors shall submit task order proposals at the date and time determined upon by the contracting officer. Solicitations will be issued primarily by electronic means.

5.1.1.1. The Contractor shall submit a complete proposal within a reasonable time frame, dependent on project magnitude but generally within +/- 10 working days. These time frames start after the site visit is accomplished and the Contractor has received all information required to complete the proposal

5.1.1.2. The Contracting Officer reserves the right to request that the Contractor provide a quicker response time for projects that are of an unusual and compelling urgency, on a case-by-case basis, or extend response time for unusual circumstances requiring extensive engineering or materials search support.

5.1.2. The contractor’s proposal shall include all applicable Unit Price line numbers and the appropriate quantities for each. The proposal shall also include any supporting material including, but not limited to: 1) subcontractors quotes; 2) supplier quotes 3) fully loaded wage rates and 4) technical documentation (i.e., drawings or sketches, catalog cuts, calculations, specifications, bills of material). The negotiated price of the non-prepriced items would be added to the amount derived in Paragraph 5.1.1 above to determine the total task order price. Non-prepriced items will be negotiated in accordance with VAAR 852.236-88, Contract Changes – Supplement (JUL 2002).

5.1.3. The Department of Veterans Affairs shall have the unilateral right to terminate, at any time, negotiations on a proposed task order. Circumstances that may prohibit the Government from issuing an individual task order include a lack of funding or changes in program requirements. If such circumstances arise, the Government is not obligated to reimburse the contractor for any costs incurred in the preparation of the task order proposal.

5.2.TASK ORDER PRICING:

5.2.1. The unit price for each applicable Unit Price line number shall be multiplied by the quantity in order to derive extended line number prices. The extended line number prices shall be added together. Only prices for material, labor and equipment under the “Bare Costs” category of the UPB shall apply. **NOTE:** Equipment costs are typically included in the “labor” category of the UPB.

5.2.2. The total of the RS Means items and the total of non-prepriced units of working, using the negotiated costs, will be added together and this total will be multiplied by the coefficient. Once both parties agree upon a price for the Task Order, that price becomes the firm-fixed price for all work required by the statement of work in that Task Order.

5.2.3. If a fair and reasonable price is not reached through the Task Order proposal process, the Individual Project will be withdrawn and the issuing Task Order Contract Specialist will use another vehicle to meet the needs of the Government.

5.2.4On individual task orders, the contractor may offer a coefficient that is less than the coefficient found in Schedule B (Bid Schedule) of the contract, but cannot offer a coefficient greater than the applicable coefficient on Schedule B (Bid Schedule) of the contract.

5.3.TASK ORDER AWARD**:**

5.3.1. Task Orders will be issued on a SF1442 or other VA specified form. Orders will be placed primarily via electronic means. The appropriate issuing, administration, and payment offices will be cited on each Task Order.

5.3.2. Plans and Specifications. The Contractor will be provided an electronic copy of the Statement of Work and specifications and plans. All further reproduction shall be at the Contractor's expense.

5.3.3. Notice to Proceed (NTP) will be issued separately, after receipt of acceptable performance and payment bonds where required, at the request of Engineering Service.

5.3.4. The Contractor shall promptly notify the Contracting Officer upon entering into any subcontract arrangement. Subcontracting a task order shall not relieve the Prime Contractor of any responsibility under the award.

5.4. SUBMITTALS: In accordance with individual Task Orders specifications.

5.5. CONTRACT/TASK ORDER VALUE:

5.5.1. Guaranteed Minimum. The guaranteed minimum for this contract is $25,000.00 per year (including option periods).

5.5.2. Individual Orders. The maximum price for an individual task order shall be $500,000. The minimum price for individual orders shall be no less than $2,000.

5.5.3. Total Maximum. The total value of the contract (including option years) shall not exceed $12,500,000.00 per contract. The contract maximum is **not** a guaranteed amount.

6. **TASK ORDER BONDING**:

6.1. Bonds: offeror shall provide a letter from a surety attesting to bondability.

6.1.1. Performance **and** payment bonds are required as prescribed in FAR 28.102-1 for projects over $150,000. Payment bonds shall be provided for each task order in excess of $30,000. Performance and payment bonds shall be delivered to the Contracting Officer no later than ten (10) calendar days after award of each individual task order or at a date agreed upon with the Contracting Officer.

6.1.2. The penal sums of the performance and payment bonds are stated in FAR Clause 52.228-15, Performance and Payment Bonds – Construction (OCT 2010). The Contractor shall not begin work until bonds, properly executed, and furnished to the Contracting Officer.

6.2. The bond cost for Task Order proposals shall be the actual amount the contractor expects to pay for the bond. In accordance with VAAR 852.228-70, Bond Premium Adjustment, 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.

6.3. The furnishing of bonds is an integral part of contract performance, and failure to provide bonds within the time frames specified shall be cause for a default termination.

7. **SCHEDULING OF WORK/COMMUNICATIONS**:

7.1. Before commencement of work under an individual task order, the contractor shall confer with the COR, and agree on items including, but not limited to: 1) sequence of procedures; 2) means of access to premises and building; 3) delivery of materials; and 4) storage of materials and equipment.

7.2. The work shall, so far as practicable, be done in definite sections or divisions (phases), and confined to limited areas which shall be completed before work in other sections or divisions (phases) is begun. Therefore, the contractor shall provide a schedule of contract milestones that the Government will approve prior to beginning any given project of which will be incorporated into the awarded task order.

7.3. At the beginning of each working day, the contractor shall notify the COR of the location(s) where work is to be performed for that day.

7.4. The contractor shall provide the Contracting Officer and the COR with the name, telephone number, pager number and cell phone number of the person who should be contacted in case of emergencies. This individual shall have the authority to enter into binding agreements with the Government.

7.5. All temporary outages of any utility services required for the performance of work shall be scheduled with the COR no less than ten (10) working days in advance of such outages. If outage is longer than 8 hours, notice in writing, must be 15 working days in advance of proposed interruption. All requests for power outages shall be submitted in writing.

8. **Contractor’S MULTI-DISCIPLINE, MULTI-PROJECT CAPABILITIES:** The Contractor shall possess the ability to manage construction multi-discipline, multi-project programs. The Contractor shall have the capability to perform in-house or by sub-contract each major functional discipline, to include but not limited to electrical, mechanical, heating and air conditioning, structural, paving, landscaping, painting, roofing, plumbing, and asbestos removal.

9. **CONTRACTOR KEY PERSONNEL AND STAFF**:

9.1. The contractor shall be required to maintain a project manager, and have the capability of providing a staff to respond to the requirements set forth in this contract, and provide the Contracting Officer a personnel list ten (10) calendar days prior to performance of the contract. The individual designated as the project manager shall have full authority to act for the contractor. Key personnel to include but not limited to the Project Manager, Project Superintendent and Quality Control personnel shall meet or exceed the position requirements, submitted on the contractor’s proposal. The Government reserves the right to disapprove personnel based on the position requirements stated in the proposal. The contractor shall be able to provide experienced and knowledgeable personnel in civil, structural, architectural, mechanical, and electrical disciplines.

9.2. 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:

9.2.1. 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. The Government will not exercise any supervision or control over contractor employees performing work under the contract. Such employees shall be accountable solely to the contractor, not the Government. The contractor in turn, shall be accountable to the Government for contractor employees.

9.2.2.In accordance with FAR Clause 52.222-54, Employment Eligibility Verification, it shall be the responsibility of the contractor to ensure all contractor and subcontractor employees have been E-Verified prior to submitting the employees for an identification badge.

10. **WASTE AND EXCESS QUANTITIES INCLUDED IN THE COMPLETED-IN-PLACE CONSTRUCTION QUANTITIES**: Waste or excess material quantities are incidental costs that are included within the contract coefficient unless explicitly stated otherwise. Quantities used on individual task order proposals shall be taken from field measurements or design plans, as appropriate, without allowance for waste. Contractor will be responsible for verifying and/or investigating all dimensions and quantities to be used. Unless specifically slated in statement of work, VA will not be responsible for any incorrect quantities.

11. **JOB SITE**:

11.1. This work is being performed in a hospital environment; therefore, the Contractor's performance of this contract shall not interfere with Patient Care or Hospital Operation. If necessary for reasons of patient care/hospital operation, the VA (COR) may direct the Contractor to stop work or limit the types of work that can be performed. This may occur with little or no advance notice.

11.2. The contractor shall have access to that portion of the area within which work is to be performed. The movement of contractor personnel, equipment, materials, and tools shall be confined to this area so as not to interfere with ongoing hospital operations.

11.3. Parking at the Overton Brooks VA Medical Center campus is extremely limited and priority is given to VA patients, visitors and staff. If available, a laydown area on station will be provided to the general contractor. These spaces may or may not accommodate all of the prime and sub-contractors parking needs for the task order. At times the contractor my need to make off-site arrangements for construction employee parking or arrange alternative worker transportation. As long as OBVAMC has permission to utilize the Stoner Ave. boat launch area for employee parking, the contractor can also utilize this space for contractor employee parking.

11.4. There is also very limited space for staging and storage of construction materials. OBVAMC will make every effort to find and assign some form of laydown area on station for the contractor. If no suitable space is available to meet the needs of the task order, at times the contractor may need to make off-site arrangements for storage of construction materials. NOTE: Available storage space may not be available in close proximity to each project site.

11.5. Delivery of materials and equipment shall be made with a minimum of interference to Government operations and personnel. All deliveries shall be coordinated with the COR. The COR will determine appropriate time of delivery having minimum interference to Government operations and personnel. VA personnel shall not assist with shipments or deliveries that are made to the job site. **Acceptance by the Government of delivered materials shall be based on installation and inspection by Government personnel**.

11.6. 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 (i.e., street blockages, traffic cones, and flagman) at no additional cost to the Government. Proposed traffic control methods shall be submitted to the COR for final approval. No street or access way shall be completely closed to traffic without prior approval from the COR.

11.7. The contractor shall take all precautions to ensure that no damage to private or public property will result from their operations. If such damages occur, the contractor shall make all necessary repairs and/or replacements at no cost to the Government.

12. **PROGRESS MEETINGS**:

12.1. A weekly meeting (or more frequent if necessary) may be held between the contractor, the COR and/or CO to discuss work progress, problems and potential modifications. The contracting officer shall be notified in advance of each meeting, and provided a progress report.

12.2. *Initial conference.* Before issuance of the first task order under the contract, a pre-construction conference may be conducted to acquaint the contractor with Government policies and procedures that are to be observed during the prosecution of the work. It is strongly suggested that the contractor's Project Manager, Quality Control Manager, Superintendent, and other appropriate employees attend this meeting.

12.3. *Individual task order conference.* At the discretion of the Contracting Officer, or the COR, a pre-construction conference may be conducted prior to the commencement of work on individual task orders.

13. **TASK ORDER STATUS REPORTS**:

The contractor shall prepare and furnish monthly progress report on all open task orders. Information contained in the status report shall identify the contract number, task order number, task order description, task order award date, start date, dollar amount, required completion date, actual completion date (if completed), actual percent of work completed versus percent that was scheduled to be completed at that time.

14. **CONTRACTOR QUALITY CONTROL & SAFETY ASSURANCE**:

14.1. The Contractor shall submit a Quality Control (QC) Plan to be applicable to all individual task orders to the Contracting Officer. This plan must be received by the Contracting Officer no later than twenty (20) calendar days after the award of the contract. The Government reserves the right to require the Contractor to make changes in the QC Plan and operations including removal of personnel, as necessary, to obtain the quality specified. After acceptance of the QC Plan, the Contractor shall notify the Contracting Officer in writing of any proposed change. Proposed changes are subject to review and acceptance by the Contracting Officer/COR. Failure to implement or maintain an adequate QC Plan shall be cause for a default termination of the contract. The QC plan must contain, as a minimum, the following items:

14.1.1. A description of the quality control organization, including an organization chart showing lines of authority and acknowledgement that the QC staff shall report to the project manager or someone higher in the Contractor's organization;

14.1.2. The name, qualifications, duties, responsibilities, and authorities of each person assigned a QC function;

14.1.3. 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;

14.1.4. Procedures for scheduling, reviewing, certifying, and managing submittals, including those of subcontractors, off site fabricators, suppliers, and purchasing agents. These procedures shall be in support of other directed submittal procedures.

14.1.5. Procedures for tracking preparatory, initial, and follow-up control phases and control, verification, and acceptance tests including documentation. These include daily logs monitoring construction progress and explaining delay, deficiencies, and actions taken to correct these.

14.1.6. Methods used to ensure that all applicable OSHA regulations are adhered to.

14.1.7. Procedures for tracking construction deficiencies from identification through acceptable corrective action. These procedures shall establish verification that identified deficiencies have been corrected

14.2. Task order modifications shall be processed in accordance with the following understanding: Upon written request, the Contractor shall submit a proposal for review by the Government. The proposal shall be submitted to the Contracting Officer within the time limit indicated in the request or any extension thereto subsequently granted. Proposal shall be submitted in sufficient detail to allow the Government to determine price reasonableness.

14.3. 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.

15. **SUBCONTRACTORS:**

15.1. The contractor shall submit a list of subcontractors to be used on each individual task order on the SF 1413 form. The Government may unilaterally reject the use of certain subcontractors if they have been debarred from Federal procurements or if their past performance is not satisfactory.

15.2. If a subcontractor provides a proposal which includes RS Means items and items not included in RS Means (non-priced items), the RS Means items will be included in the section of the contractor proposal including RS Means work and only the items that are not included in RS Means will be negotiated as non-priced items. Because this is a firm-fixed price contract, there will be no additional markup by the contractor on any pre-priced work that may be performed by the subcontractor. Added un-priced work will be handled in accordance with VAAR 852.236-88, Contract Changes – Supplement (JUL 2002).

16. **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 tolerances specified using conversion tables and 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 tolerances specified in inch-pound units, a request should be made to the Contracting Officer, in writing, 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.

17. **CONTRACTOR RESPONSIBILITY**:

Contractor shall be required to complete all contract work and schedule a final inspection within the specified task order performance periods. Should the Contractor fail to complete the contract work (including scheduling of the final inspection), and it is determined by the Government to be a Contractor-caused delay, the Contractor shall be in default status. Ifthe Government determines it to be in the best interest of the Government to allow the Contractor to continue to perform contract work, the Contractor shall provide equitable consideration to the Government for additional time granted for completion of contract work. Such agreement shall not be deemed a waiver of the Government’s right to terminate this contract in the event the Contractor fails to complete the contract work (including scheduling of the final inspection) on or before the completion date.

18. **Construction Wages:** Minimum rates of wages, required by the Davis-Bacon Act (40 U.S.C. 276a), as amended, to be paid the various classes of laborers and mechanics employed on this work.

19. **TRAINING**: (Completely covered in Attachment 2, General Requirements)

19.1. The Department of Veterans Affairs (VA) requires strict adherence to the Code of Federal Regulations 29, Part 1926, along with Infection Control Procedures and Interim Life Safety Measures that are contained in the contract drawings, Statement of Work and specifications. This includes the requirement that the contractor have a “Competent Person” on the job for each definable feature of work being performed. At least one of the prime contractor designated personnel: superintendent, project manager, quality control or safety officer, must be on site at all times during all work activities.

19.2. Effective July 1, 2005, **all employees** of the general contractor and subcontractors shall have the 10-hour OSHA certified construction safety course and/or other relevant competency training, as determined by the COR with input from the ICRA (Infection Control Risk Assessment) team. The **General Contractor’s competent person** shall have completed the 30-hour OSHA certified construction safety course. Documentation of training shall be submitted to the Contracting Officer for review and approval prior to any work being performed. **There shall be no exceptions to this requirement**.

20. **TB TESTING (When Required)**: When work is required near TB patients, it is the responsibility of the contractor to provide TB training annually and a PPD test for any employee(s) providing services at Overton Brooks VA Medical Center (OBVAMC), Shreveport LA. These test results must be made available to the CO and COR and are a requirement for obtaining an OBVAMC Contractor Work Badge. No general or subcontractor employee is allowed to perform any work on the OBVAMC facility without a current badge.

21. **WORK BY THE GOVERNMENT:** The Government reserves the right to undertake performance by Government forces or other contractors, for the same type or similar work as contracted for herein, as the Government deems necessary or desirable, and to do so will not breach or otherwise violate this contract.

22. **WORK BY OTHER CONTRACTORS:** There are multiple contracts and contractors working within the VA facility, coordination of contracts and contractors overall work and work areas are the responsibility of the CO and COTR. There are also many IDIQ and other various contracts in effect within the VA facility. The issuing (or non-issuing) of task orders within the various IDIQ contracts is solely at the discretion of the CO. Having an awarded IDIQ contract does not guarantee the contractor issuance of any or all task orders to the one specific IDIQ contract.

23. **CONSTRUCTION DATA PRICE ADJUSTMENTS**:

23.1. The RS Means, Inc. Cost Works “Facilities Construction Cost Data” is the database to be used on this contract for pricing all pre-priced items.

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

23.1.2. The annual construction database price adjustments shall apply to “Bare Costs” (excluding Division – General Requirements) as described in RS Means, Inc. “Facilities Construction Cost Data” The “Bare Cost” includes material, labor, and equipment costs as indicated in the database. The co-efficient shall be negotiated and agreed to prior to initial contract award for the base year and for each of the option years.

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

24. **DAVIS-BACON WAGE DETERMINATIONS FOR OPTION PERIODS**: The contractor shall pay wages in accordance with the Davis-Bacon wage determinations incorporated in the contract. Wage determinations Shreveport, LA will be incorporated into the base contract, and if option periods are exercised, new determinations will be incorporated into the contract. The incorporation of new wage determinations shall not be a basis for renegotiation of the contract coefficients.

25. **GOVERNMENT FURNISHED PROPERTY:** Government property to be used for any given project shall be addressed in task order request for proposal.

26. **PRIVACY AND CONFIDENTIALITY**: Contractors to the Department of Veteran Affairs may be unintentionally exposed to sensitive information.  Information may be overheard, seen on documents or electronic devices, or observed that could potentially violate the privacy and confidentiality of our veterans, employees, volunteers, and their families.  Regulations such as, but not limited to the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Freedom of Information Act (FOIA) and Privacy Act of 1974 have been enacted to protect sensitive information from being improperly disclosed.  Information should not be divulged or released to anyone unless specifically authorized by this contract or its’ attached documents in accordance with the contracted services. Failure to comply with applicable statutes and regulation can result in the termination of this contract and civil and criminal penalties, including fines and imprisonment. All suspected or actual breeches of privacy and confidentiality should be reported immediately to the Contracting Officer, Contracting Officer’s Technical Representative (COTR) or the Facility Privacy Officer. All contractor employees must complete the online VHA Privacy Policy Awareness Training and sign the confidentiality and non-disclosure agreement prior to being issued a work badge. All contract personnel are required to complete VHA Privacy Policy Training on an annual basis and provide documentation of such to the COR. This training and certification can be completed through the Talent Management System (TMS) at <https://www.tms.va.gov/plateau/user/login.jsp> . Go to the search option and enter the word “privacy”. Do not hit enter, but select the search button. Click on the link to any of the FY09 VHA Privacy Policy Training modules to begin (current version as of 10/25/2010). When finished, you must select the certificate link in order to print the certificate for the course completed.

27. **VETS 100**: Title 38, USC Section 4212(d) and Public Law 105-339, requires that federal contractors report, at least annually, the number and category of veterans who are within their workforce. Submission of the VETS 100 reporting information can be done electronically at: <http://vets100.cudenver.edu>. Therefore, all bidders/offerors are encouraged to file every year.

28. **System for Award Management (SAM):** Federal Acquisition Regulations require that federal contractors register in the SAM database at https://www.sam.gov/portal/public/SAM/ and enter all mandatory information into the system. **Award cannot be made until the contractor has registered**. Bidders are encouraged to ensure that they are registered in SAM prior to submitting their bid.

29. **ONLINE REPRESENTATIONS AND CERTIFICATIONS APPLICATION** **(SAM**). It is highly encouraged all contractors are registered in the SAM database <http://sam.gov> for the NAICS CODE listed on the SF1442 as an SDVOSB.

30. **REQUIRED REGISTRATION WITH CONTRACTOR PERFORMANCE SYSTEM (CPS)**:

30.1. As prescribed in Federal Acquisition Regulation (FAR) Part 42.15 and VA IL 001AL-10-03, Feb 22, 2010, the Department of Veterans Affairs (VA) evaluations contractor past performance on all contracts that exceed $650,000, and shares those evaluations with other Federal Government contract specialists and procurement officials. The FAR requires that the contractor be provided an opportunity to comment on past performance evaluations prior to each report closing. To fulfill this requirement VA uses an online database, the Contractor performance System (CPS) which is maintained by the National Institutes of Health (NIH). [**https://cpscontractor.nih.gov**](https://cpscontractor.nih.gov). The CPS database information is shared with the Past Performance Information Retrieval System (PPIRS) database (<http://www.ppirs.gov> ), which is available to all Federal agencies. Help in registering can be obtained by contacting CPS Support E-mail ([**cps-support-l@list.nih.gov**](mailto:cps-support-l@list.nih.gov)) or by calling (301) 451-2771. Registration should occur no later than thirty days after contract award, and must be kept current should there be any change to the contractor’s registered representative.

31. **construction security requirements**: (Completely covered in Attachment 2, General Requirements)

31.1. Security Plan

31.1.1. The security plan defines both physical and administrative security procedures that will remain effective for the entire duration of the project.

31.1.2. The General Contractor is responsible for assuring that all their employees and sub-contractors working on the project comply with the security plan.

31.2. Security Plan Procedures include

31.2.1. General Contractor’s employees shall not enter the project site without appropriate badge. They may also be subject to inspection of their personal effects when entering or leaving the project site. Badge information will be provided during the preconstruction meeting upon award.

31.2.2. For working outside the “regular hours” as defined in the contract, The General Contractor shall give 3 days’ notice to the Contracting Officer/Contracting Officer’s Representative. This notice is separate from any notices required for utility shutdown described later in this section. “Regular Work Hours” as it relates to this contract is anytime Monday through Friday between 7:00am – 4:30 pm.

31.2.3. No photography of VA premises is allowed without permission of the CO/COR.

31.2.4. The VA reserves the right to close down or shut down any project site and order General Contractor’s employees off the premises in the event of a national emergency. The General Contractor may return to the site only with the written approval of the CO.

31.3. Key Control

31.3.1. The General Contractor shall provide duplicate keys and lock combinations to the COR for the purpose of security inspections for every area of the project including tool boxes and parked machines/vehicles stored on the premises in approved storage/parking areas. Storage and parking areas will be assigned during the preconstruction meeting after award.

31.3.2. The General Contractor shall turn over all permanent lock cylinders to the VA locksmith for permanent installation.

32. **INFECTION PREVENTION MEASURES**: (Completely covered in Attachment 2, General Requirements)

32.1. Implement the requirements of VAMC’s Infection Control Risk Assessment (ICRA) team. The ICRA Team may monitor dust in the vicinity of the construction work and require the Contractor to take corrective action immediately if the safe levels are exceeded. Provisions of the ICRA plan will be provided during the preconstruction meeting upon award.

32.2. Establish and maintain a dust control program as part of the contractor’s infection preventive measures in accordance with the guidelines provided by ICRA Group. Prior to start of work, prepare a plan detailing project-specific dust protection measures, including periodic status reports, and submits to COR for review and approval.

32.3. All personnel involved in the construction or renovation activity shall be educated and trained in infection prevention measures established by the medical center.

32.4. Medical Center Infection Control personnel shall monitor for airborne disease (e.g. aspergillosis) as appropriate during construction. A baseline of conditions may be established by the medical center prior to the start of work and periodically during the construction stage to determine impact of construction activities on indoor air quality.

32.5. Preventive measures shall be adopted during all construction projects to keep down dust and prevent mold.

33**. NOTICE OF COMPLETION OF TASK ORDER/FINAL INSPECTION:**

33.1 When the Contractor is ready for final inspection, he/she shall request for a final inspection in writing to the Contracting Officer, unless prior verbal arrangements are made. These will be approved on a case by case basis. The final inspection will normally be requested 5 working days prior to the desired date or as otherwise negotiated with the Contracting Officer. **Final inspections shall be scheduled at least 10 days prior to the completion date of the applicable task order, sufficient to permit correction of deficiencies noted during the pre-final inspection**.

33.2. Once the Contractor has requested a final inspection, the COR may then conduct a pre-final inspection. Any discrepancies noted shall be corrected by the Contractor prior to any final inspection.

33.3 The final inspection will be performed with the Contractor, Engineering Services, and/or Contracting. The COR with the Contracting Officer may, at his/her discretion, include technical representatives from other areas of expertise such as Fire Protection, Safety, Bio-Environmental or any other Engineering Services shop. Any discrepancies noted will be corrected by the Contractor within ten (10) working days or as specified by the Contracting Officer, prior to final payment. The Contracting Officer reserves the right to either decline the Contractor request for a final inspection or suspend a final inspection, when it is evident that the Contractor is not ready for a final inspection. Five (5) percent of the total value of the project task order shall be retained until all discrepancies are corrected.

34. **CLEAN-UP OF CONSTRUCTION AREA:** (Completely covered in Attachment 2, General Requirements)

34.1. The contract percentage factors (coefficient) include the cost of final cleanup on each individual task order.

34.2. Upon completion of project, or as work progresses, remove all construction debris from above ceiling, vertical shafts and utility chases that have been part of the construction.

34.3. Perform HEPA vacuum cleaning of all surfaces in the construction area. This includes walls, ceilings, cabinets, furniture (built-in or free standing), partitions, flooring, etc.

34.4. All new air ducts shall be cleaned prior to final inspection.

34.5. Construction areas are to be cleaned throughout the construction process and not only at the end of the project.

35. **CONTRACTING OFFICER/CONTRACTING OFFICERS REPRESENTITIVE:**

35.1. The Contracting Officer has the overall responsibility for the administration of this contract. The CO alone, without delegation, is authorized to take actions on behalf of the Government to amend, modify or deviate from the contract terms, conditions, requirements, specifications, details and/or delivery schedules; issue task orders against the contract; make final decisions on disputed deductions from contract payments for nonperformance, or unsatisfactory performance; terminate the contract for convenience or default; and issue final decisions regarding contract questions or matters under dispute. However, the CO may delegate certain other responsibilities to the Contracting Officer’s Representatives (COR).

35.2. All delegated duties will be specified in writing in the COR Appointment and Delegation Notice. The Delegation Letter shall be signed and returned by the contractor as acknowledged receipt of the COR Delegation Notice.

36. **DELIVERABLES:** Written deliverables and copies of all correspondence requiring a signature shall be sent to the CO/COR. Additional reporting requirements may be found in the task order specifications.

37. **TOILET FACILITIES:** The contractor’s personnel will be permitted to use toilet facilities on the premises subject to regulation and control of the Contracting Officer Representative. In the event none are available, the contractor shall, at his own expense, provide portable facilities, as required. Availability of toilet facilities shall be determined at time of negotiations for each Task Order.

38. **EQUIPMENT DATA (For Warranty/Guarantee Items):**

38.1. Major Equipment: The Contractor shall provide a list of all equipment furnished and installed under this contract.  This list shall include, but not be limited to, each piece of equipment that has a serial number.  Each listing shall positively identify the piece of property by including all the following information: date installed/replaced, warranty/guarantee expiration date, item installed, type, model, serial number, style, voltage, cycles, horsepower, size, quantity, frame, item cost, item replacement cost, and location of item/equipment.  The list shall be furnished to the Contracting Officer as one (1) reproducible and three (3) copies.

38.2. Major equipment includes, but is not limited to, air conditioners, air handlers, transformers, electric motors, compressors, condensing units, chillers, exhaust fans, generators and transfer switches.  These pieces of equipment shall have their operation and maintenance manuals (1 original and 3 copies) given to Engineering Services.

38.3. This is not meant to include light switches, fixtures, relays, contactors, valves, and such material items as piping, insulation, and minor component parts of larger assemblies.

**39. INVOICES, INVOICING AND PAYMENT**

39.1. Properly prepared invoices, on designated invoices forms provided at the pre-construction meeting, bearing the contract number, will be submitted to the Contracting Office designated in the task order award.

39.2. Payment will be made by paying office specified in the task order in accordance with the clauses Payments under Fixed-Price Construction Contracts, FAR 52.232-5 Payments under Fixed-Price Construction Contracts (Sept 2002), and Prompt Payment for Construction Contracts, FAR 52.232-27 Prompt Payment for Construction Contracts (Oct 2008).

39.3. All payments shall be made by electronic transfer of funds (EFT).

39.4. The Government will make payment through FMS-VA, Austin, Texas upon satisfactory completion of work AND receipt of a proper certification for payment.

39.5. Payment may be withheld unless all contractual requirements including but not limited to: RECEIPT OF PROPER WEEKLY PAYROLLS IAW DAVIS BACON REQUIREMENTS have been timely received.

**39. INVOICES/PAYROLLS**

39.1. Original invoices shall be sent as per instructions below: The Department of Veterans Affairs Financial Services Center (VAFSC) began processing CONSTRUCTION invoices for the VA Medical Centers (VAMC) effective 11/15/ 2006. The VAFSC is the Designated Agency Office as defined in the Prompt Payment Act (PPA) for these payments. As a result, invoices you have previously submitted to the VAMC should now be faxed directly to 512-460-5545. Faxing your invoices to another location either at the VAFSC or the VAMC may result in delays in your construction payments. If you are not able to fax, please mail the invoice to the following address:

Department of Veterans Affairs

Financial Services Center  
 P.O. Box 149975  
 Austin, TX 78714-8975  
 Attn: CAT (0474)

39.2. In accordance with the Prompt Payment Act, the VAFSC requires the following information for the invoice to be considered valid for payment. Invoices without the required information will be returned.

* Vendor name, invoice number, and date
* Remittance address (address where the payment is to be issued)
* Station Number, Purchase Order Number (PO#)
* Project Number (if available)
* Contract number
* Itemized description of goods or services, quantity, and unit price
* Total dollar amount of invoice
* Discount or net terms

SECTION 01 00 00  
GENERAL REQUIREMENTS   
ATTACHEMENT 2

1.1 GENERAL INTENTION

A. Contractor shall completely prepare site for building operations, including demolition and removal of existing structures, and furnish labor and materials and perform work to individual task orders (to be determined) as required by the statement of work, drawings and specifications.

B. Visits to the site by Bidders may be made only by appointment with the Medical Center Engineering Office.

C. All employees of general contractor and subcontractors shall comply with VA security management program and obtain permission of the VA police, be identified by project and employer, and restricted from unauthorized access. All contractor employees must obtain an ID badge from the OBVAMC Police Service before they start work. Upon completion of the project (task order) they must return the ID badge to the Police Service. ID badges must be worn at all times when working at the medical center and be in a visible location above the waist.

D. Prior to starting work, contractor shall provide proof that an OSHA certified “competent person” (CP) (29 CFR 1926.20(b)(2) will maintain a presence at the work site whenever general or subcontractors are present.

E. Training:

1. The general contractor superintendent shall have the 30-hour OSHA certified Construction Safety course. This superintendant shall be on site at all times when work is in progress. All other employee shall have the 10-hour OSHA certified Construction Safety course and /or other relevant competency training, as determined by VA Contracting Officer’s Representative (COR).

2. Submit training records of all such employees for approval before the start of work. ID badges will not be issued to individuals without providing these training records.

F. Work hours shall be during normal hospital hours of operations (Standard Hours 7:00 – 4:30, Nonstandard Hours 4:30pm – 7:00am Monday – Friday) and after hours depending on the work to be performed. Work may be accomplished on weekends with timely coordination and prior approval. Any deviation in work hours must be approved by Engineering Service in advance.

G. Safety: Contractor shall comply with OSHA and the latest version of U.S. Army Corps of Engineers Safety and Health Requirements Manual, EM 385-1-1.

1.2 STATEMENT OF BID ITEM(S)

A. ITEM I, GENERAL CONSTRUCTION: To be determined by individual task orders.

B. BID ALTERNATE NO. 1: To be determined by individual task orders.

C. BID ALTERNATE NO. 2: To be determined by individual task orders.

1.3 SPECIFICATIONS AND DRAWINGS FOR CONTRACTOR

A. Solicitations will be issued with 1 set of specifications and drawings furnished in an electronic format.

B. Additional sets of drawings may be made by the Contractor, at Contractor's expense, from reproducible medium (most likely electronic files) furnished by the Contracting Officer. Mediums such as prints, disks, etc., shall be returned to the Contracting Officer immediately after printing is completed.

1.4 construction security requiremenets

A. Security Plan:

1. The security plan defines both physical and administrative security procedures that will remain effective for the entire duration of the project/task order.

2. The General Contractor is responsible for assuring that all sub-contractors working on the project and their employees also comply with these regulations.

B. Security Procedures:

1. General Contractor’s employees shall not enter the project site without appropriate ID badge. They may also be subject to inspection of their personal effects when entering or leaving the project site and/or station.

2. For working outside the “regular hours” as defined in the contract, the General Contractor shall give 3 days notice to the Contracting Officer so that security arrangements or escorts can be provided for the employees, if required. This notice is separate from any notices required for utility shutdown described later in this section.

3. No photography of VA premises is allowed without written permission from the Contracting Officer.

4. VA reserves the right to close down or shut down the project site and order General Contractor’s employees off the premises in the event of a national emergency. The General Contractor may return to the site only with the written approval of the Contracting Officer.

C. Key Control:

1. The General Contractor shall install cylinders that will accept the Best Lock System in all designated construction access doors, including any temporary doors installed in containment walls, etc. Contractor may use a padlock and hasp as long as the lock accepts the Best Lock.

2. Notify the COR once the cylinders are installed and he’ll generate a work order to have Engineering install a construction core(s) and make an appropriate number of keys. Keys will be signed out to the contractor and shall be returned to the COR once the contract is complete.

D. Motorized Vehicle Restrictions:

1. All contractor associated vehicles must be parked in the area(s) designated within each individual task order or in “Contractor Designated” parking spaces. No personal vehicles are allowed in the back loading dock, patient parking areas or any reserved parking spots.

2. There are approximately (4) contractor parking spots at the back dock loading area which are on a first come basis first serve basis. All contractor vehicles utilizing these spaces must have their company logo clearly marked on the vehicle. The back loading dock will be used for loading and unloading of material only, once loaded or unloaded the vehicle must be moved immediately.

3. No motorized equipment shall be stored or parked near the hospital without prior approval and a key provided to the Resident Engineer so the equipment can be moved in case of an emergency

4. No storage trailers or trucks will be parked overnight near the hospital without prior approval from COTR.

5. All violators will be ticketed by the VA Police Service and vehicles towed away at the owner’s expense.

1.5 FIRE SAFETY

A. Applicable Publications: Publications listed below form part of this Article to extent referenced. Publications are referenced in text by basic designations only.

1. American Society for Testing and Materials (ASTM):

E84-2009 Surface Burning Characteristics of Building Materials

2. National Fire Protection Association (NFPA):

10-2010 Standard for Portable Fire Extinguishers

30-2008 Flammable and Combustible Liquids Code

51B-2009 Standard for Fire Prevention During Welding, Cutting and Other Hot Work

70-2011 National Electrical Code

241-2009 Standard for Safeguarding Construction, Alteration, and Demolition Operations

3. Occupational Safety and Health Administration (OSHA):

29 CFR 1926 Safety and Health Regulations for Construction

1. Fire Safety Plan: Establish and maintain a fire protection program in accordance with 29 CFR 1926. Prior to start of work, prepare a plan detailing project-specific fire safety measures, including periodic status reports, and submit to COR or COR for review for compliance with contract requirements. Prior to any worker for the contractor or subcontractors beginning work, they shall undergo a safety briefing provided by the general contractor’s competent person per OSHA requirements. This briefing shall include information on the construction limits, VAMC safety guidelines, means of egress, break areas, work hours, locations of restrooms, use of VAMC equipment, etc. Documentation shall be provided to the COR or COR that individuals have undergone contractor’s safety briefing.

C. Site and Building Access: Maintain free and unobstructed access to facility emergency services and for fire, police and other emergency response forces in accordance with NFPA 241.

D. Separate temporary facilities, such as trailers, storage sheds, and dumpsters, from existing buildings and new construction by distances in accordance with NFPA 241. For small facilities with less than 6 m (20 feet) exposing overall length, separate by 3m (10 feet).

E. Temporary Construction Partitions:

1. Install and maintain temporary construction partitions to provide smoke-tight separations between construction areas and adjoining areas. Construct partitions of gypsum board or treated plywood (flame spread rating of 25 or less in accordance with ASTM E84) on both sides of fire retardant treated wood or metal steel studs. Extend the partitions through suspended ceilings to floor slab deck or roof. Seal joints and penetrations. At door openings, install Class C, ¾ hour fire/smoke rated doors with self-closing devices.

2. Install temporary construction partitions as required to maintain integrity of existing exit stair enclosures, exit passageways, fire-rated enclosures of hazardous areas, horizontal exits, smoke barriers, vertical shafts and openings enclosures. Depending on the area, one-hour, two-hour, and/or fire-rated partitions may be required.

3. Close openings in smoke barriers and fire-rated construction to maintain fire ratings. Seal all penetrations with code compliant Fire Stopping material/assemblies.

F. Temporary Heating and Electrical: Install, use and maintain installations in accordance with 29 CFR 1926, NFPA 241 and NFPA 70.

G. Means of Egress: Do not block exiting for occupied buildings, including paths from exits to roads. Minimize disruptions and coordinate with COR or COR.

H. Egress Routes for Construction Workers: Maintain free and unobstructed egress. Inspect daily. Report any findings and corrective actions weekly to the COR or COR.

I. Fire Extinguishers: Provide and maintain extinguishers in construction areas and temporary storage areas in accordance with 29 CFR 1926, NFPA 241 and NFPA 10.

J. Flammable and Combustible Liquids: Store, dispense and use liquids in accordance with 29 CFR 1926, NFPA 241 and NFPA 30.

K. Standpipes: Install and extend standpipes up with each floor in accordance with 29 CFR 1926 and NFPA 241. Do not charge wet standpipes subject to freezing until weather protected.

L. Sprinklers: Install, test and activate new automatic sprinklers prior to removing existing sprinklers.

M. Existing Fire Protection: Do not impair automatic sprinklers, smoke and heat detection, and fire alarm systems, except for portions immediately under construction, and temporarily for connections. Provide fire watch for impairments more than 4 hours in a 24-hour period. Request interruptions in accordance with Article, OPERATIONS AND STORAGE AREAS, and coordinate with COR or COR. All existing or temporary fire protection systems (fire alarms, sprinklers) located in construction areas shall be tested as coordinated with the medical center. Parameters for the testing and results of any tests performed shall be recorded by the Contractor and copies provided to the COR or COR.

N. Smoke Detectors: Prevent accidental operation. Contractor shall open a “Burn Permit” to temporarily deactivate smoke detectors in the work area. Remove temporary covers at end of work operations each day. Coordinate with COR or COR. Burn Permits shall be closed out on a daily basis.

O. Hot Work: Perform and safeguard hot work operations in accordance with NFPA 241 and NFPA 51B. Coordinate with the COR. Obtain “Burn Permits” from Engineering Services Fire Safety Engineer, or COR, at least 2 hours in advance. Designate contractor's responsible project-site fire prevention program manager to manage the hot work. Once the Hot Work is complete, the contractor shall provide a minimum 30 minute fire watch. Upon the expiration of the fire watch, the Contractor shall close out the Burn Permit with the Engineering Service.

P. Fire Hazard Prevention and Safety Inspections: Inspect entire construction areas weekly. Coordinate with, and report findings and corrective actions weekly to the COR.

Q. Smoking: Smoking is prohibited in and adjacent to construction areas inside existing buildings and additions under construction. In separate and detached buildings under construction, smoking is prohibited except in designated smoking rest areas.

R. Dispose of waste and debris in accordance with NFPA 241. Remove from buildings daily.

S. Perform other construction, alteration and demolition operations in accordance with 29 CFR 1926.

1.6 OPERATIONS AND STORAGE AREAS

A. The Contractor shall confine all operations (including storage of materials) on Government premises to areas authorized or approved by the Contracting Officer. The Contractor shall hold and save the Government, its officers and agents, free and harmless from liability of any nature occasioned by the Contractor's performance.

B. Temporary buildings (e.g., storage sheds, shops, offices) and utilities may be erected by the Contractor only with the approval of the Contracting Officer and shall be built with labor and materials furnished by the Contractor without expense to the Government. The temporary buildings and utilities shall remain the property of the Contractor and shall be removed by the Contractor at its expense upon completion of the work. With the written consent of the Contracting Officer, the buildings and utilities may be abandoned and need not be removed.

C. The Contractor shall, under regulations prescribed by the Contracting Officer, use only established roadways, or use temporary roadways constructed by the Contractor when and as authorized by the Contracting Officer. When materials are transported in prosecuting the work, vehicles shall not be loaded beyond the loading capacity recommended by the manufacturer of the vehicle or prescribed by any Federal, State, or local law or regulation. When it is necessary to cross curbs or sidewalks, the Contractor shall protect them from damage. The Contractor shall repair or pay for the repair of any damaged curbs, sidewalks, or roads.

D. Working space and space available for storing materials shall be as determined by the COR and will be designated per task order.

E. Workmen are subject to rules of the Medical Center applicable to their conduct.

F. Execute work so as to interfere as little as possible with normal functioning of Medical Center as a whole, including operations of utility services, fire protection systems and any existing equipment, and with work being done by others. Use of equipment and tools that transmit vibrations and noises through the building structure, are not permitted in buildings that are occupied, during construction, jointly by patients or medical personnel, and Contractor's personnel, except as permitted by COR where required by limited working space.

1. Do not store materials and equipment in other than assigned areas.

2. Schedule delivery of materials and equipment to immediate construction working areas within buildings in use by Department of Veterans Affairs in quantities sufficient for not more than two work days. Provide unobstructed access to Medical Center areas required to remain in operation.

3. Where access by Medical Center personnel to vacated portions of buildings is not required, storage of Contractor's materials and equipment will be permitted subject to fire and safety requirements.

G. Phasing: To insure such executions, Contractor shall furnish the COR with a schedule of approximate dates on which the Contractor intends to accomplish work in each specific area of site, building or portion thereof. All phases shall be accomplished within the contract construction timeframe. In addition, Contractor shall notify the COR two weeks in advance of the proposed date of starting work in each specific area of site, building or portion thereof. Arrange such dates to insure accomplishment of this work in successive phases mutually agreeable to COR and Contractor, and within the contract duration.

H. When a building or a portion of a building is turned over to Contractor, Contractor shall accept entire responsibility therefore.

1. Contractor shall maintain a minimum temperature of 4 degrees C (40 degrees F) at all times, except as otherwise specified.

2. Contractor shall maintain in operating condition existing fire protection and alarm equipment. In connection with fire alarm equipment, Contractor shall make arrangements for pre‑inspection of site with Fire Department or Company (Department of Veterans Affairs or municipal) whichever will be required to respond to an alarm from Contractor's employee or watchman.

I. Utilities Services: Maintain existing utility services for Medical Center at all times. Provide temporary facilities, labor, materials, equipment, connections, and utilities to assure uninterrupted services. Where necessary to cut existing water, steam, gases, sewer or air pipes, or conduits, wires, cables, etc. of utility services or of fire protection systems and communications systems (including telephone), they shall be cut and capped at suitable places where shown; or, in absence of such indication, where directed by the COR.

1. No utility service such as water, gas, steam, sewers or electricity, or fire protection systems and communications systems may be interrupted without prior approval of COR. Electrical work shall be accomplished with all affected circuits or equipment de-energized. When an electrical outage cannot be accomplished, work on any energized circuits or equipment shall not commence without the Medical Center Director’s prior knowledge and written approval.

2. Contractor shall submit a request to interrupt any such services to the COR, in writing, 48 hours in advance of proposed interruption. Request shall state reason, date, exact time of, and approximate duration of such interruption.

3. Contractor will be advised (in writing) of approval of request, or of which other date and/or time such interruption will cause least inconvenience to operations of Medical Center. Interruption time approved by Medical Center may occur at other than Contractor's normal working hours.

4. Major interruptions of any system must be requested, in writing, at least 15 calendar days prior to the desired time and shall be performed as directed by the COR.

5. In case of a contract construction emergency, service will be interrupted on approval of the COR. Such approval will be confirmed in writing as soon as practical.

6. Whenever it is required that a connection fee be paid to a public utility provider for new permanent service to the construction project, for such items as water, sewer, electricity, gas or steam, payment of such fee shall be the responsibility of the Government and not the Contractor.

J. Abandoned Lines: All service lines such as wires, cables, conduits, ducts, pipes and the like, and their hangers or supports, which are to be abandoned but are not required to be entirely removed, shall be sealed, capped or plugged. The lines shall not be capped in finished areas, but shall be removed and sealed, capped or plugged in ceilings, within furred spaces, in unfinished areas, or within walls or partitions; so that they are completely behind the finished surfaces.

K. To minimize interference of construction activities with flow of Medical Center traffic, comply with the following:

1. Keep roads, walks and entrances to grounds, to parking and to occupied areas of buildings clear of construction materials, debris and standing construction equipment and vehicles. Wherever excavation for new utility lines cross existing roads, at least one lane must be open to traffic at all times.

2. Method and scheduling of required cutting, altering and removal of existing roads, walks and entrances must be approved by the COR.

L. Coordinate the work for this contract with other construction operations as directed by the COR. This includes the scheduling of traffic and the use of roadways, as specified in Article, USE OF ROADWAYS.

M. Construction Fence (When Required): Before construction operations begin, Contractor shall provide a chain link construction fence, 2.1m (seven feet) minimum height, around the construction area indicated on the drawings. Provide gates as required for access with necessary hardware, including hasps and padlocks. Fasten fence fabric to terminal posts with tension bands and to line posts and top and bottom rails with tie wires spaced at maximum 375mm (15 inches). Bottom of fences shall extend to 25mm (one inch) above grade. Remove the fence when directed by the COR and repair any damage.

1.7 ALTERATIONS

A. Survey: Before any work is started, the Contractor shall make a thorough survey with the COR and/or a representative of VA Contracting, of buildings or areas of buildings in which alterations occur and areas which are anticipated routes of access, and furnish a report, signed by all participants. This report shall list by rooms and spaces:

1. Existing condition and types of resilient flooring, doors, windows, walls and other surfaces not required to be altered throughout affected areas of building or portion of buildings.

2. Existence and conditions of items such as plumbing fixtures and accessories, electrical fixtures, equipment, venetian blinds, shades, etc., required by drawings to be either reused or relocated, or both.

3. Shall note any discrepancies between drawings and existing conditions at site.

4. Shall designate areas for working space, materials storage and routes of access to areas within buildings where alterations occur and which have been agreed upon by Contractor and the COR.

B. Re‑Survey: Thirty days before expected partial or final inspection date, the Contractor and the COR together shall make a thorough re‑survey of the areas of buildings involved. They shall furnish a report on conditions then existing, of resilient flooring, doors, windows, walls and other surfaces as compared with conditions of same as noted in first condition survey report:

1. Re‑survey report shall also list any damage caused by Contractor to such flooring and other surfaces, despite protection measures; and, will form basis for determining extent of repair work required of Contractor to restore damage caused by Contractor's workmen in executing work of this contract.

C. Protection: Provide the following protective measures:

1. Wherever existing roof surfaces are disturbed they shall be protected against water infiltration. In case of leaks, they shall be repaired immediately upon discovery.

2. Temporary protection against damage for portions of existing structures and grounds where work is to be done, materials handled and equipment moved and/or relocated.

3. Protection of interior of existing structures at all times, from damage, dust and weather inclemency. Wherever work is performed, floor surfaces that are to remain in place shall be adequately protected prior to starting work, and this protection shall be maintained intact until all work in the area is completed.

1.8 INFECTION PREVENTION MEASURES

A. Implement the requirements of the VAMC’s Infection Control Risk Assessment (ICRA) team. The VAMC’s ICRA team will perform an Infection Construction Risk Assessment. They will monitor dust in the vicinity of the construction work and require the Contractor to take corrective action immediately if the safe levels are exceeded.

B. Establish and maintain a dust control program as part of the contractor’s infection preventive measures in accordance with the guidelines provided by ICRA Group as directed by the COR. Prior to start of work, prepare a plan detailing project-specific dust protection measures, including periodic status reports, and submit to COR for review for compliance with contract requirements.

1. All personnel involved in the construction or renovation activity shall be educated and trained in infection prevention measures established by the medical center.

C. Medical Center Infection Control personnel shall monitor for airborne disease (e.g. aspergillosis) as appropriate during construction. A baseline of conditions may be established by the medical center prior to the start of work and periodically during the construction stage to determine impact of construction activities on indoor air quality. In addition:

1. The PE and VAMC Infection Control personnel shall review pressure differential monitoring documentation to verify that pressure differentials in the construction zone and in the patient-care rooms are appropriate for their settings. The requirement for negative air pressure in the construction zone shall depend on the location and type of activity. Upon notification, the contractor shall implement corrective measures to restore proper pressure differentials as needed.

2. In case of any problem, the medical center, along with assistance from the contractor, shall conduct an environmental assessment to find and eliminate the source.

D. In general, following preventive measures shall be adopted during construction to keep down dust and prevent mold.

1. Dampen debris to keep down dust and provide temporary construction partitions in existing structures where directed by COR. Blank off ducts and diffusers to prevent circulation of dust into occupied areas during construction.

2. Do not perform dust producing tasks within occupied areas without the approval of the COR. For construction in any areas that will remain jointly occupied by the medical Center and Contractor’s workers, the Contractor shall:

a. Provide dust-proof, fire-rated temporary drywall construction barriers to completely separate construction from the operational areas of the hospital in order to contain dirt debris and dust. Barriers shall be sealed and made presentable on hospital occupied side. Install a self-closing rated door in a metal frame, commensurate with the partition, to allow worker access. Maintain negative air at all times. A fire retardant polystyrene, 6-mil thick or greater plastic barrier meeting local fire codes may be used where dust control is the only hazard, and an agreement is reached with the COR and Medical Center.

b. HEPA filtration is required where the exhaust dust may reenter the breathing zone. Contractor shall verify that construction exhaust to exterior is not reintroduced to the medical center through intake vents, or building openings. Install HEPA (High Efficiency Particulate Accumulator) filter vacuum system rated at 95% capture of 0.3 microns including pollen, mold spores and dust particles. Insure continuous negative air pressures occurring within the work area. HEPA filters should have ASHRAE 85 or other pre-filter to extend the useful life of the HEPA. Provide both primary and secondary filtrations units. Exhaust hoses shall be heavy duty, flexible steel reinforced and exhausted so that dust is not reintroduced to the medical center.

c. Adhesive Walk-off/Carpet Walk-off Mats, minimum 600mm x 900mm (24” x 36”), shall be used at all interior transitions from the construction area to occupied medical center area. These mats shall be changed as often as required to maintain clean work areas directly outside construction area at all times.

d. Vacuum and wet mop all transition areas from construction to the occupied medical center at the end of each workday. Vacuum shall utilize HEPA filtration. Maintain surrounding area frequently. Remove debris as they are created. Transport these outside the construction area in containers with tightly fitting lids.

e. The contractor shall not haul debris through patient-care areas without prior approval of the COR and the Medical Center. When, approved, debris shall be hauled in enclosed dust proof containers or wrapped in plastic and sealed with duct tape. No sharp objects should be allowed to cut through the plastic. Wipe down the exterior of the containers with a damp rag to remove dust. All equipment, tools, material, etc. transported through occupied areas shall be made free from dust and moisture by vacuuming and wipe down.

f. Using a HEPA vacuum, clean inside the barrier and vacuum ceiling tile prior to replacement. Any ceiling access panels opened for investigation beyond sealed areas shall be sealed immediately when unattended.

g. There shall be no standing water during construction. This includes water in equipment drip pans and open containers within the construction areas. All accidental spills must be cleaned up and dried within 12 hours. Remove and dispose of porous materials that remain damp for more than 72 hours.

1. At completion, remove construction barriers and ceiling protection carefully, outside of normal work hours. Vacuum and clean all surfaces free of dust after the removal.

E. Final Cleanup:

1. Upon completion of project, or as work progresses, remove all construction debris from above ceiling, vertical shafts and utility chases that have been part of the construction.

2. Perform HEPA vacuum cleaning of all surfaces in the construction area. This includes walls, ceilings, cabinets, furniture (built-in or free standing), partitions, flooring, etc.

3. All new air ducts shall be cleaned prior to final inspection.

1.9 DISPOSAL AND RETENTION

A. Materials and equipment accruing from work removed and from demolition of buildings or structures, or parts thereof, shall be disposed of as follows:

1. Reserved items which are to remain property of the Government are identified by attached tags or noted on drawings or in specifications as items to be stored. Items that remain property of the Government shall be removed or dislodged from present locations in such a manner as to prevent damage which would be detrimental to re‑installation and reuse. Store such items where directed by COR.

2. Items not reserved shall become property of the Contractor and be removed by Contractor from the Medical Center.

3. Items of portable equipment and furnishings located in rooms and spaces in which work is to be done under this contract shall remain the property of the Government. When rooms and spaces are vacated by the Department of Veterans Affairs during the alteration period, such items which are NOT required by drawings and specifications to be either relocated or reused will be removed by the Government in advance of work to avoid interfering with Contractor's operation.

1.10 PROTECTION OF EXISTING VEGETATION, STRUCTURES, EQUIPMENT, UTILITIES, AND IMPROVEMENTS

A. The Contractor shall preserve and protect all structures, equipment, and vegetation (such as trees, shrubs, and grass) on or adjacent to the work site, which are not to be removed and which do not unreasonably interfere with the work required under this contract. The Contractor shall only remove trees when specifically authorized to do so, and shall avoid damaging vegetation that will remain in place. If any limbs or branches of trees are broken during contract performance, or by the careless operation of equipment, or by workmen, the Contractor shall trim those limbs or branches with a clean cut and paint the cut with a tree‑pruning compound as directed by the COR or the Contracting Officer.

B. The Contractor shall protect from damage all existing improvements and utilities at or near the work site and on adjacent property of a third party, the locations of which are made known to or should be known by the Contractor. The Contractor shall repair any damage to those facilities, including those that are the property of a third party, resulting from failure to comply with the requirements of this contract or failure to exercise reasonable care in performing the work. If the Contractor fails or refuses to repair the damage promptly, the Contracting Officer may have the necessary work performed and charge the cost to the Contractor.

1.11 RESTORATION

A. Remove, cut, alter, replace, patch and repair existing work as necessary to install new work. Except as otherwise shown or specified, do not cut, alter or remove any structural work, and do not disturb any ducts, plumbing, steam, gas, or electric work without approval of the COR. Existing work to be altered or extended and that is found to be defective in any way, shall be reported to the COR before it is disturbed. Materials and workmanship used in restoring work shall conform in type and quality to that of original existing construction, except as otherwise shown or specified.

B. Upon completion of contract, deliver work complete and undamaged. Existing work (walls, ceilings, partitions, floors, mechanical and electrical work, lawns, paving, roads, walks, etc.) disturbed or removed as a result of performing required new work, shall be patched, repaired, reinstalled, or replaced with new work, and refinished and left in as good condition as existed before commencing work.

C. At Contractor's own expense, Contractor shall immediately restore to service and repair any damage caused by Contractor's workmen to existing piping and conduits, wires, cables, etc., of utility services or of fire protection systems and communications systems (including telephone) which are indicated on drawings and which are not scheduled for discontinuance or abandonment.

D. Expense of repairs to such utilities and systems not shown on drawings or locations of which are unknown will be covered by adjustment to contract time and price in accordance with clause entitled "CHANGES" (FAR 52.243‑4 and VAAR 852.236‑88) and "DIFFERING SITE CONDITIONS" (FAR 52.236‑2).

1.12 As-Built Drawings

A. The contractor shall maintain two full size sets of as-built drawings which will be kept current during construction of the project, to include all contract changes, modifications and clarifications.

B. All variations shall be shown in the same general detail as used in the contract drawings. To insure compliance, as-built drawings shall be made available for the Resident Engineer's review, as often as requested.

C. Contractor shall deliver two approved completed sets of as-built drawings and an electronic copy in a CD to the Resident Engineer within 15 calendar days after each completed phase and after the acceptance of the project by the Resident Engineer.

D. Paragraphs A, B, & C shall also apply to all shop drawings.

1.13 USE OF ROADWAYS

A. For hauling, use only established public roads and roads on Medical Center property and, when authorized by the COR, such temporary roads which are necessary in the performance of contract work. Temporary roads shall be constructed by the Contractor at Contractor's expense. When necessary to cross curbing, sidewalks, or similar construction, they must be protected by well‑constructed bridges.

B. When new permanent roads are to be a part of this contract, Contractor may construct them immediately for use to facilitate building operations. These roads may be used by all who have business thereon within zone of building operations.

C. When certain buildings (or parts of certain buildings) are required to be completed in advance of general date of completion, all roads leading thereto must be completed and available for use at time set for completion of such buildings or parts thereof.

1.14 TEMPORARY USE OF MECHANICAL AND ELECTRICAL EQUIPMENT

A. Use of new installed mechanical and electrical equipment to provide heat, ventilation, plumbing, light and power will be permitted subject to compliance with the following provisions:

1. Permission to use each unit or system must be given by the COR. If the equipment is not installed and maintained in accordance with the following provisions, the COR will withdraw permission for use of the equipment.

2. Electrical installations used by the equipment shall be completed in accordance with the drawings and specifications to prevent damage to the equipment and the electrical systems, i.e. transformers, relays, circuit breakers, fuses, conductors, motor controllers and their overload elements shall be properly sized, coordinated and adjusted. Voltage supplied to each item of equipment shall be verified to be correct and it shall be determined that motors are not overloaded. The electrical equipment shall be thoroughly cleaned before using it and again immediately before final inspection including vacuum cleaning and wiping clean interior and exterior surfaces.

3. Units shall be properly lubricated, balanced, and aligned. Vibrations must be eliminated.

4. Automatic temperature control systems for preheat coils shall function properly and all safety controls shall function to prevent coil freeze‑up damage.

5. The air filtering system utilized shall be that which is designed for the system when complete, and all filter elements shall be replaced at completion of construction and prior to testing and balancing of system.

6. All components of heat production and distribution system, metering equipment, condensate returns, and other auxiliary facilities used in temporary service shall be cleaned prior to use; maintained to prevent corrosion internally and externally during use; and cleaned, maintained and inspected prior to acceptance by the Government.

B. Prior to final inspection, the equipment or parts used which show wear and tear beyond normal, shall be replaced with identical replacements, at no additional cost to the Government.

C. This paragraph shall not reduce the requirements of the mechanical and electrical specifications sections.

**1.15 TEMPRORARY USE OF EXISTING ELEVATORS**

A. Use of existing elevators for handling building materials and Contractor's personnel will be permitted subject to following provisions:

1. Contractor makes all arrangements with the COR for use of elevators.

2. Contractor covers and provides maximum protection of following elevator components:

a. Entrance jambs, heads soffits and threshold plates.

b. Entrance columns, canopy, return panels and inside surfaces of car enclosure walls.

c. Finish flooring.

3. Place elevator in condition equal, less normal wear, to that existing at time it was placed in service of Contractor as approved by Contracting Officer.

1.16 TEMPRORARY TOILETS

A. When working in Building 1, Main Hospital Building, Contractor may have for use of Contractor's workmen, such toilet accommodations as may be assigned to Contractor by the COR. Toilet usage will be restricted to public restrooms only. Use of staff or private toilets is prohibited. Contractor shall keep such places clean and be responsible for any damage done thereto by Contractor's workmen. Failure to maintain satisfactory condition in toilets will deprive Contractor of the privilege to use such toilets.

B. When working in areas other than Building 1, Main Hospital Building, Contractor shall provide where directed, (for use of all Contractor's workmen) ample temporary sanitary toilet accommodations with suitable sewer and water connections; or, when approved by Resident Engineer, provide suitable dry closets where directed. Keep such places clean and free from flies and all connections and appliances connected therewith are to be removed prior to completion of contract, and premises left perfectly clean.

1.17 AVAILABILITY AND USE OF UTILITY SERVICES

A. The Government shall make all reasonably required amounts of utilities available to the Contractor from existing outlets and supplies, as specified in the contract. The amount to be paid by the Contractor for chargeable electrical services shall be the prevailing rates charged to the Government. The Contractor shall carefully conserve any utilities furnished without charge.

B. The Contractor, at Contractor's expense and in a workmanlike manner satisfactory to the Contracting Officer, shall install and maintain all necessary temporary connections and distribution lines, and all meters required to measure the amount of electricity used for the purpose of determining charges. Before final acceptance of the work by the Government, the Contractor shall remove all the temporary connections, distribution lines, meters, and associated paraphernalia.

C. Contractor shall install meters at Contractor's expense and furnish the Medical Center a monthly record of the Contractor's usage of electricity as hereinafter specified.

D. Heat: Furnish temporary heat necessary to prevent injury to work and materials through dampness and cold. Use of open salamanders or any temporary heating devices which may be fire hazards or may smoke and damage finished work, will not be permitted. Maintain minimum temperatures as specified for various materials:

1. Obtain heat by connecting to Medical Center heating distribution system.

a. Steam is available at no cost to Contractor.

E. Electricity (for Construction and Testing): Furnish all temporary electric services.

1. Obtain electricity by connecting to the Medical Center electrical distribution system. The Contractor shall meter and pay for electricity required for electric cranes and hoisting devices, electrical welding devices and any electrical heating devices providing temporary heat. Electricity for all other uses is available at no cost to the Contractor.

F. Water (for Construction and Testing): Furnish temporary water service.

1. Obtain water by connecting to the Medical Center water distribution system. Provide reduced pressure backflow preventer at each connection. Water is available at no cost to the Contractor.

2. Maintain connections, pipe, fittings and fixtures and conserve water‑use so none is wasted. Failure to stop leakage or other wastes will be cause for revocation (at COR's discretion) of use of water from Medical Center's system.

G. Steam: Furnish steam system for testing required in various sections of specifications.

1. Obtain steam for testing by connecting to the Medical Center steam distribution system. Steam is available at no cost to the Contractor.

2. Maintain connections, pipe, fittings and fixtures and conserve steam‑use so none is wasted. Failure to stop leakage or other waste will be cause for revocation (at COR's discretion), of use of steam from the Medical Center's system.

H. Fuel: Natural and LP gas and burner fuel oil required for boiler cleaning, normal initial boiler‑burner setup and adjusting, and for performing the specified boiler tests will be furnished by the Government. Fuel required for prolonged boiler‑burner setup, adjustments, or modifications due to improper design or operation of boiler, burner, or control devices shall be furnished by the Contractor at Contractor's expense.

1.18 TESTS

A. Pre‑test mechanical and electrical equipment and systems and make corrections required for proper operation of such systems before requesting final tests. Final test will not be conducted unless pre‑tested.

B. Conduct final tests required in various sections of specifications in presence of an authorized representative of the Contracting Officer. Contractor shall furnish all labor, materials, equipment, instruments, and forms, to conduct and record such tests.

C. Mechanical and electrical systems shall be balanced, controlled and coordinated. A system is defined as the entire complex which must be coordinated to work together during normal operation to produce results for which the system is designed. For example, air conditioning supply air is only one part of entire system which provides comfort conditions for a building. Other related components are return air, exhaust air, steam, chilled water, refrigerant, hot water, controls and electricity, etc. Another example of a complex which involves several components of different disciplines is a boiler installation. Efficient and acceptable boiler operation depends upon the coordination and proper operation of fuel, combustion air, controls, steam, feedwater, condensate and other related components.

D. All related components as defined above shall be functioning when any system component is tested. Tests shall be completed within a reasonably short period of time during which operating and environmental conditions remain reasonably constant.

E. Individual test result of any component, where required, will only be accepted when submitted with the test results of related components and of the entire system.

1.19 INSTRUCTIONS

A. Contractor shall furnish Maintenance and Operating manuals (4 copies in binders labeled on the spine and on the front) and verbal instructions when required by the various sections of the specifications and as hereinafter specified.

B. Manuals: Maintenance and operating manuals (4 copies in binders labeled on the spine and on the front) for each separate piece of equipment shall be delivered to the COR coincidental with the delivery of the equipment to the job site. Manuals shall be complete, detailed guides for the maintenance and operation of equipment and shall include for each piece of equipment, serial numbers, model numbers, location, and manufacture and vender names. They shall include complete information necessary for starting, adjusting, maintaining in continuous operation for long periods of time and dismantling and reassembling of the complete units and sub‑assembly components. Manuals shall include an index covering all component parts clearly cross‑referenced to diagrams and illustrations. Illustrations shall include "exploded" views showing and identifying each separate item. Emphasis shall be placed on the use of special tools and instruments. The function of each piece of equipment, component, accessory and control shall be clearly and thoroughly explained. All necessary precautions for the operation of the equipment and the reason for each precaution shall be clearly set forth. Manuals must reference the exact model, style and size of the piece of equipment and system being furnished. Manuals referencing equipment similar to but of a different model, style, and size than that furnished will not be accepted.

C. Instructions: Contractor shall provide qualified, factory‑trained manufacturers' representatives to give detailed instructions to assigned Department of Veterans Affairs personnel in the operation and complete maintenance for each piece of equipment. All such training will be at the job site. These requirements are more specifically detailed in the various technical sections. Instructions for different items of equipment that are component parts of a complete system, shall be given in an integrated, progressive manner. All instructors for every piece of component equipment in a system shall be available until instructions for all items included in the system have been completed. This is to assure proper instruction in the operation of inter‑related systems. All instruction periods shall be at such times as scheduled by the COR and shall be considered concluded only when the COR is satisfied in regard to complete and thorough coverage. The Department of Veterans Affairs reserves the right to request the removal of, and substitution for, any instructor who, in the opinion of the COR, does not demonstrate sufficient qualifications in accordance with requirements for instructors above.

1.20 HISTORIC PRESERVATION

Where the Contractor or any of the Contractor's employees, prior to, or during the construction work, are advised of or discover any possible archeological, historical and/or cultural resources, the Contractor shall immediately notify the COR verbally, and then with a written follow up.

**1.21 SPECIAL CONDITIONS**

A. Any Contractor’s equipment that causes or generates electro-magnetic disturbances or interference shall be removed from service until properly repaired. The Contracting Officer may also require repositioning or removal of the equipment from the Site.

B. The Contractor shall be responsible for the coordination of his work with Medical Center communications personnel, who may be working in the area and making them aware of proposed work that may affect the work of their particular trade in process of performance.

**1.22 COMMERCIALLY OWNED/OPERATED RADIOACTIVE SOURCES USED ON VA PROPERTY**

A. When using radioactive sources for soil compaction tests or stress/support studies for detection of structural/weld defects in structural framing, pressurized pipe, vessels, etc., the operator shall comply with the following requirements.

1. Prior to bringing the radiation generator on to the Medical Center locations, the Contractor shall provide the Contracting Officer with the following information/documentation, as a submittal, for review and approval:

(a) A copy of the Radioactive Source Permit with operational use conditions/restrictions with expiration date or a Certification of Exemption from licensure from the Nuclear Regulatory Commission (NRC) or Agreement State (AS).

(b) A current list of trained and qualified employees that will be using the radioactive source.

(c) The name of the Permit Radiation Safety Officer (PRSO), emergency contact telephone number, and current address for each source used.

(d) Operating instruction(s)/technical order(s) for the equipment that contains the radioactive source.

(e) Designated storage location of the radioactive source if it remains overnight.

(f) Proposed marking of the storage location if it exceeds 2mR/hr as measured at the surface of the storage container.

(g) A copy of the company Radiation Safety Program.

(h) Emergency Response Plan in case of an emergency for a lost or damaged source and/or over exposure incident/injury.

(i) Provide the portion of their contract that identifies the location(s) of where the source will be used, for how long, and for what type use.

B. The Contracting Officer will obtain approval from the proper office having jurisdiction. After approval is received for use of the specific radiation generator, the Contractor shall:

1. Meet proper Department of Transportation (DOT) and NRC shipping criteria to include properly filled out shipping manifest(s), container marking/labels, and placards on the vehicle as needed when transporting the source onto and around site. His documents shall also allow him to remove the source from the site also when needed. The source and the activity shall dictate which DOT and NRC regulations and CFR's are applicable. These include, but not limited to 10 CFR parts 19, 20, 21, 30, 33, 34, & 71 for the permit and operation itself; 29 CFR 1910, 1096 for occupational safety and health activities when using the instrument; 40 CFR part 190 for environmental protection activities; 49 CFR parts 172 & 173 for transporting the instrument, and if the source is lost or stolen 10 CFR parts 30, 40, 50, 70, 73 & 150

2. Limit authorized use of radioluminesent signs and markers to areas with low occupancy and where electrical power is not available except at prohibitive cost.

C. The Contractor shall not:

1. Buy radioactive materials or accept radioactive materials into the Air Force inventory without approval from the Radioisotope Committee (RIC).

2. Buy or use radium without RIC approval.

3. Buy radioluminesent signs and markers solely for energy conservation in general administrative, industrial, and housing applications.

D. The Contracting Officer or his representative reserves the right to inspect work sites and terminate/suspend any operation involving a radioactive source deemed to be unsafe IAW applicable laws, rules and federal regulations.

1.23 HAZARDOUS MATERIAL USAGE

A. The Contractor shall establish hazardous material (HM) storage and distribution system when HM is to be used. All HM required to support the contract shall be reported using the Contractor HM Identification Form to the Contracting Officers Representative (COTR), who will in turn notify Hazardous Material Pharmacy (HMP) or other applicable personnel. The Contractor HM Identification Form will be provided to the Contractor at or prior to the Pre-Construction meeting. Additional HM needed by the Contractor shall be identified to the (COTR) for approval by the Hazardous Material Pharmacy (HMP)

B. The Contractor planning to use HM for the work must register, through the COTR, with the Medical Center Safety Office, prior to start of work in order..

C. The Contractor shall maintain Contractor HM Identification Form for HM on the job site for inspection/verification.

D. Contracting Officer's Technical Representative will verify that the HM identified to HMP is the only HM in use on the job site.

E. Contractors shall provide the following to the HMP:

1. Provide a list of each material and quantity of material for all proposed HM. Hazardous Material (HM) shall be construed to mean any item that is:- a health hazard or physical hazard as defined in 29 CFR, 1910.1200(c).

- Regulated in its disposal by EPA under 40 CFR.

- Hazardous as defined by DOT regulations under 49 CFR.

- Hazardous as defined by the Dangerous Goods Regulations of the International Air Transport Association.

2. Provide a material safety data sheet (MSDS) for each item on the list.

3. Typical examples of hazardous materials used on the job site include, but are not limited to:

- Petroleum based liquids/gases (gasoline, kerosene, diesel, propane, butane, acetylene, etc.)

- Explosives

- Adhesives and glues

- Shot charges for anchor systems

- Volatile solvents (such as PVC cleaner and glues, paint thinners)

- Non-water based paints

- Liquid sealants

- Epoxies and coating systems

- Acidic or alkali cleaners

F. The Contractor shall establish his/her own HM storage and issue location that complies with federal, state and local environmental regulations. Materials issued shall be tracked for quantities used. Unused materials shall be inventoried and removed from the Medical Center prior to close out of the contract or expiration date of the HM. Reports of material delivered, used and removed from the installation shall be submitted to the Contracting Officer monthly and prior to contract closeout.

G. The Contractor shall comply with all federal, state and local environmental standards.

H. The Contractor shall accompany the contracting officer’s representative (COTR) and the Medical Center’s Environmental Manger (EM) on project closeout inspection to ensure all used and unused HM has been removed from the installation. This requirement shall not be a punch list item and must be accomplished prior to the Government accepting beneficial occupancy of the facility or construction item.

I. Any material suspected of being hazardous that is encountered during performance of a project shall immediately be brought to the attention of the Contracting Officer, at which time a determination will be made as to whether hazardous material testing shall be performed. If the Contracting Officer directs the Contractor to perform tests, and/or the material is found to be of a hazardous nature requiring additional protective measures, a task order modification may be required, subject to equitable adjustment under the terms of the contract.

J. The Contractor is advised that friable and/or non-friable asbestos-containing material may be encountered in project areas and will be specified in individual Task Orders. Friable asbestos-containing material is any material that contains more than one percent asbestos by weight, and, that hand pressure can crumb, pulverize or reduce to powder when dry. Non-friable asbestos-containing materials are materials in which asbestos fibers are bound by a matrix material, saturate, impregnate or coating. Non-friable asbestos-containing materials do not normally release airborne asbestos fiber during routine handling and end-use. However, excessive fiber concentrations may be produced during uncontrolled abrading, sanding, drilling, cutting, machining, removal, demolition, or other similar activities. 29 CFR 1910.1001 shall be referenced in the event asbestos-containing materials are encountered. Friable asbestos-containing materials are not authorized for use in new construction or maintenance projects.

CONTRACTOR HAZARDOUS MATERIAL IDENTIFICATION FORM

**PART I** Date:

This part is to be completed by Contractor prior to the construction start date, and shall be maintained on the job site.

Contractor Company:

Proposed work term: (date) to (date)

Contractor Point of Contact: (full name or names, phone/cell/pager numbers,

Phone number: ‑emergency 24‑hour contact number, etc.)

Submittal Information Storage and Usage Information

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
|  | I  HM to be used:  MFG./Product | MSDS  Attached  (Yes/No) | Amount on  Site\*,  Transient or  Stored | Amount  Used Up in  Process | Used or Unused  Amount Removed  from ANG  installation |
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Note: This form is good for a one‑month period and is to be submitted to the Medical Center’s Environmental Manger. All HM (hazardous material) used thereafter will be identified to the Contacting Officer's Technical Representative for approval by the Environmental Manager. See Part II for Contractor close‑out procedures.

\*Transient amount reflects amount brought on site daily, but not stored overnight. Use separate lines for transient and storage amounts.

Team Approval Signatures:

COTR (Contracting Officer's Technical Representative) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

EM(Environmental Manager) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

SO (Safety Officer) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

CONTRACTOR HAZARDOUS MATERIAL IDENTIFICATION FORM CLOSE‑OUT PROCEDURES

**PART II**

Attach this part to Part I

The Contractor shall accompany the Contracting Officer's Technical Representative and the Environmental Manager on the close‑out inspection to ensure all used and unused HM has been removed from the installation.

Close‑out Approval Signatures: Date:

Contractor: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Contracting Officer's Representative: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

EM (Environmental Manager): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

1.23 ENERGY AND WATER EFFICIENCY AND RENEWABLE ENERGY

A. The Government’s policy is to acquire supplies and services that promote energy and water efficiency, advance the use of renewable energy products, and help foster markets for emerging technologies.

B. The Contractor shall include the provisions of energy-using products for construction, renovation, or maintenance of a public building by acquiring energy-using products designated by the Department of Energy’s Federal Energy Management Program (FEMP).

1.24 POLLUTION ABATEMENT

A. All work shall be performed in a manner minimizing pollution of air, water and land as required.

B. Transporting materials to or from the site shall be accomplished in a manner preventing materials or particles from becoming airborne. Earth materials shall be wetted or otherwise protected. Gravel, sand and concrete shall be contained within vehicles to prevent spillage. Tarpaulins must be fastened over load before entering surrounding streets. Removal of any materials dropped or blown off vehicles shall be the responsibility of the Contractor.

C. Burning of any material is strictly prohibited.

D. Stream beds, lakes, drainage ways, sanitary and storm sewers, etc., shall not be polluted by fuels, oils,bitumen, acids or other harmful materials. Grading shall be accomplished to prevent surface drainage from the construction site containing harmful amounts of sediment from draining onto adjacent areas.

E. Flushing on concrete trucks is restricted to the location specifically designed for this purpose by the Contracting Officer’s Representative.

F. Excess mortar, plaster or drywall materials shall not be disposed of on Government property. Water utilized for plastering or drywall equipment shall be disposed of in accordance with the instructions of the COTR, and under no circumstances shall water be disposed of in areas which are planted or scheduled to be planted.

1.25 ENVIRONMENTAL IMPACT

A. All waste materials generated by any work under the contract performed on a Government installation shall at all times be handled, transported, stored, and disposed of by the contractor and by his subcontractors in accordance with all applicable Federal, state, and local laws, ordinances, regulations, court orders, and other types of rulings having the effect of the law, including, but not limited to, Executive Order 12088, 13 October 1978, Federal Compliance with Pollution Control Standards; the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251 ET SEQ); the Clean Air Act as amended (42 U.S.C. Sec 7401 ET SEQ); the Endangered Species Act, as amended (16 U.S.C. Sec 1531, ET SEQ); the Toxic Substances Control Act, as amended (15 U.S.C. Sec 2601, ET SEQ); the National Historic Preservation Act, as amended (16 U.S.C. Sec 470, ET SEQ); the Solid Waste Disposal Act, as amended (42 U.S.C. 6901 ET SEQ); and the Archaeological and Historic Preservation Act, as amended (16 U.S.C. Sec 469, ET SEQ). Should the United States Government be held liable for any neglect or improper actions by the contractor or any sub-contractor regarding removal or disposal of any hazardous waste, the contractor shall reimburse the Government for all such liability.

- ‑ ‑ E N D ‑ ‑ ‑

**COMPANY SPECIALIZED EXPERIENCE  
CONSTRUCTION OF PRIME CONTRACTOR  
ATTACHMENT 3**

Provide the following information to show examples of projects your company constructed within the last five years indicating experience with projects of similar type and scope. Use one form per project.

a Type of BCT Facility Represented

b Your Firm’s Name

c Name of Project (include Federal Contract Number if applicable

d Location of Project

e Owner

f General Scope of Construction Project

g Your Role (Prime, Joint Venture, or Subcontractor, etc.) and Work Your Company Self-Performed:

h Construction Cost

i Extent and Type of Work You Subcontracted Out

j Dates Construction: Began Completed

k Your Performance Evaluation by Owner, if known

l Were You Terminated or Assessed Liquidated Damages?

(If either is “Yes”, attach an Explanation)

m Owner’s Point of Contact for Reference (Name and Company)

n Current Telephone Number of Reference POC

o Current Email Address of Reference POC

**COMPANY SPECIALIZED EXPERIENCE  
KEY SUBCONTRACTOR (OR PRIME IF WORK NOT TO BE SUBCONTRACTED)  
ATTACHMENT 4**

Provide the following information to show examples of projects your company constructed within the last five years indicating experience with projects of similar type and scope. Use one form per project.

(a) Type of Facility Represented

(b) Your Firm’s Name

(c) Name of Project (include Federal Contract Number if applicable)

(d) Owner

(e) General Scope of Construction Project

(f) Your Role (Prime, Joint Venture, or Subcontractor, etc.) and Work Your Company Self-Performed:

(g) Your Contract or Subcontract Amount

(h) Detailed Description of Your Self-Performed Work

(i) Describe any Work You Subcontract to Others

(j) Dates Your (sub) contract: Started Completed

(k) Your Performance Evaluation by Owner, if any

By Prime:

(l) Were You Terminated or Assessed Liquidated Damages?

(If either is “Yes”, attach an Explanation)

(m) Name and Company of Point of Contact (POC) for reference (If you were a subcontractor, also list the firm you were hired by):

(n) Current Telephone Number of Reference POC

(o) Current Email Address of Reference POC

of self-performed work. Use a continuation sheet, if needed.

NOTE: Match the positions on this page to the list of key personnel in the narrative submission requirements and evaluation criteria.

a Your Name and Title\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

b Your Assignment on this Project\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

c Name of Your Firm\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

d No. of Years: With this Firm\_\_\_\_\_\_\_\_\_\_ With other Firms\_\_\_\_\_\_\_\_\_\_\_\_

e Education: Degree(s)/Year/Specialization\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
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f Describe Your Specific Experience and Qualifications Relevant to this Project (include dates for positions held):  
\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
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**PAST PERFORMANCE EVALUATION QUESTIONNAIRE   
ATTACHMENT 5**

**Please indicate the rating/answer that best applies by circling the rating that best represents your answer.  You are encouraged to elaborate with comments in the Comment Section.  Please put the question number that your comment addresses before your comment.  The term company in these questions refers to the company you are evaluating, the company that sent you this questionnaire.  Please use the definitions below when selecting your answers.**

**Exceptional:** Significantly exceed contract requirements to benefit the owner. Performance in the area indicated was accomplished with few minor problems which were effectively corrected. Risk Level – Very Low

**Very Good:**  Meets all contract requirements and exceeds some to benefit of the owner. Performance in the area indicated was accomplished with few minor problems which were effectively corrected. Risk Level - Low

**Acceptable:** Meets all contract requirements. Performance in the area indicated was accomplished with few minor problems which were effectively corrected. Risk Level - Moderate

**Marginal:** Does not meet some contractual requirements. Performance in the area indicated reflects a serious problem which has been minimally corrected, if at all. Risk Level – High to Very High

**Unacceptable:** Does not meet contractual requirements and recovery is not likely in a timely or cost effective manner. Performance in the area indicated contains serious problem(s) which have been ineffectively corrected. Risk Level – Very High

(1) Offeror Name & Address (City and State):

(2) Type of Contract: Fixed Price \_\_\_\_\_\_\_\_ Cost Reimbursement \_\_\_\_\_\_\_\_

Other (Specify) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(3) Title of Project/Contract Number:  
\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
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(4) Description of Work:  
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(5) Complexity of Work: High \_\_\_\_\_\_\_\_ Mid \_\_\_\_\_\_\_\_\_ Routine \_\_\_\_\_\_\_\_\_\_

(6) Location of Work:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(7) Date of Award: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(8) Status: Active \_\_\_\_\_\_\_\_\_ (Please provide percent complete)

Complete \_\_\_\_\_\_\_\_\_\_ (Please provide completion date)

(9) Name, telephone number and **e-mail** of Technical Representative completing Questionnaire:  
\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
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QUALITY OF PRODUCT/SERVICE:

(10) Please evaluate the contractor's performance in complying with contract requirements, quality achieved and overall technical expertise demonstrated.

Excellent  
Good  
Satisfactory  
Marginal  
Unsatisfactory  
Remarks:  
\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
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(11) To what extent were the contractor’s reports and documentation accurate, complete and submitted in a timely manner?

Excellent  
Good  
Satisfactory  
Marginal  
Unsatisfactory

Remarks:  
\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
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(12) To what extent was the contractor able to solve contract performance problems without extensive guidance from Owner counterparts?

Excellent  
Good  
Satisfactory  
Marginal  
Unsatisfactory

Remarks:  
\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
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(13) How well did the contractor manage and coordinate subcontractors, suppliers, and the labor force?

Excellent  
Good  
Satisfactory  
Marginal  
Unsatisfactory

Remarks:  
\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
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CUSTOMER SATISFACTION:

(14) To what extent were the end users satisfied with:

Quality? Cost? Schedule?

Exceptionally Satisfied  
Highly Satisfied  
Satisfied  
Somewhat Dissatisfied  
Highly Dissatisfied

Remarks:  
\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
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TIMELINESS OF PERFORMANCE:

(15) To what extent did the contractor meet the required schedules?

Completed Substantially Ahead of Schedule

Completed on Schedule with no Time Delays

Completed on Schedule with Minor Delays Under Extenuating Circumstances

Experienced Significant Delays without Justification

Remarks:  
\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
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(16) If given the opportunity, would you work with this contractor again?

Yes \_\_\_\_\_\_\_\_\_\_\_ No \_\_\_\_\_\_\_\_\_\_\_\_ Not Sure \_\_\_\_\_\_\_\_\_\_\_\_

OTHER REMARKS:

(17) Please use the space below to provide other information related to the contractor's performance. This may include the contractor's selection and management of subcontractors, flexibility in dealing with contract challenges, their overall concern for the Owner’s interest, project awards received, etc.  
\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
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END OF QUESTIONNAIRE

***Send completed form to:***

Mailing Address: Physical Address:

Overton Brooks VA Medical Center

510 East Stoner Avenue (90C)

Shreveport LA 71101

**OR**

**Email: travis.sippel@va.gov**

***QUESTIONNAIRES WILL NOT BE RELEASED TO OFFEROR***

**LETTER OF COMMITMENT FOR KEY PERSONNEL   
ATTACHMENT 6**

TO: Contracting Officer

SUBJECT: Letter of Commitment for Proposed Contract for \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Dear Sir or Madam:

I hereby make the unequivocal commitment that, in the event of an award of a contract to (Fill in name of Proposer),

that I will fulfill the duty of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(Job Title).

Sincerely, (prospective employee signs)

Date: \_\_\_\_\_\_\_\_\_\_

**KEY PERSONNEL RESUME   
ATTACHMENT 7**

Provide information, listed below, on separate sheets showing qualifications of: prime contractor’s project manager responsible for construction, the on-site manager, general superintendent (in charge of self-performed work. Use a continuation sheet, if needed.

NOTE: Match the positions on this page to the list of key personnel in the narrative submission requirements and evaluation criteria.

a Your Name and Title\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

b Your Assignment on this Project\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

c Name of Your Firm\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

d No. of Years: With this Firm\_\_\_\_\_\_\_\_\_\_ With other Firms\_\_\_\_\_\_\_\_\_\_\_\_

e Education: Degree(s)/Year/Specialization\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

f Describe Your Specific Experience and Qualifications Relevant to this Project (include dates for positions held):

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

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**PROPOSAL DATA SHEET  
 ATTACHMENT 8**

(1) Name of Solicitation:

(2) Name of Firm:

Address:

Phone:

Fax:

E-mail:

DUNS # (used for accessing the Construction Contractor Appraisal Support System (CCASS)

Also provide any other assigned number that identifies the member firm(s) in the CCASS databases. If a separate DUNS has been created for a joint venture (J-V) it must also be submitted. Provide a DUNS number for each company identified in any proposed Contractor-subcontractor association of firms. If the firm is a joint venture or contractor-subcontractor association of firms, list the individual firms and briefly describe the nature of the association. Provide DUNS for each.

Firm 1:

Firm 2:

Firm 3:

Nature of Association:

(3) AUTHORIZED NEGOTIATORS. FAR 52.215-11

The Offeror represents that the following persons are authorized to negotiate on its behalf with the Government in connection with this Request for Proposals (RFP).

[List names, titles, and telephone number of the authorized negotiator.]

Name of Person Authorized to Negotiate:

Negotiator's Address:

Negotiator's Telephone:

Negotiator’s E-mail:

**PRE-PROPOSAL CONFERENCE RESERVATION FORM   
ATTACHMENT 9**

**INSTRUCTIONS:** Please complete and return this form to **Travis A. Sippel** by **2:00 p.m. Central Standard Time January 8 2013,** if you wish to attend the pre-proposal conference and site visit. Completed forms may be submitted to the following email addresses or fax number.

[travis.sippel@va.gov](mailto:travis.sippel@va.gov)

Fax: (318) 990-4069

Name & Address of Firm: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

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Point of Contact: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

E-Mail Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Phone No.: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Fax No.:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Number of individuals to attend the pre-proposal conference/site visit: \_\_\_\_\_\_\_\_\_\_\_\_\_