
SOLICITATION

FOR

DENVER

VETERAN

AFFAIRS MEDICAL CENTER



Ol&T Dumbwaiter Closet Ventilation and Elevator

Solicitation Number: VA-259-13-R-0849

SOLICITATION, OFFER AND AWARD (Construction, Alteration, or Repair)	1. SOLICITATION NO.	2. TYPE OF SOLICITATION	3. DATE ISSUED	PAGE OF PAGES
	VA259-13-R-0849	<input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)	7/19/13	1 of 73

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

4. CONTRACT NO.	5. REQUISITION/PURCHASE REQUEST NO.	6. PROJECT NO.
	554-13-3-2525-0051	554-13-806
CODE		
7. ISSUED BY	00259	8. ADDRESS OFFER TO
Department of Veterans Affairs Network Contracting Office NCO 19 4100 E. Mississippi Avenue, Suite 900 Glendale CO 80246		Department of Veterans Affairs ATT: Tracy Lynn Jackson NCO, 19 4100 E. Mississippi Avenue, #900 Glendale CO 80246
9. FOR INFORMATION CALL:	A. NAME	B. TELEPHONE NO. (Include area code) (NO COLLECT CALLS)
	Tracy Lynn Jackson	303.603.3272

SOLICITATION

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

10. THE GOVERNMENT REQUIRES PERFORMANCE OF THE WORK DESCRIBED IN THESE DOCUMENTS (Title, identifying no., date):

Contractor shall provide all labor, equipment, materials and supervisions necessary to perform the OI&T Dumbwaiter work required for this project in accordance with the attached drawings specifications and the Statement of Work. This project is located at the Denver, VAMC in Denver, CO.

The project magnitude for construction it is between \$100,000 and \$250,000
The NAICS code is 236220 - Small Business Size Standard if \$33.5 Million.

A site visit will be held on July 25, 2013 from 9am-10am MT. Attendees will meet at the Denver VAMC, Building 7 Facility Maintenance Service (FMS). Questions will be due in writing to Tracy Jackson, Tracy.Jackson2@va.gov on 7/29/13 at 5pm MT.

This is a 100% SDVOSB set-aside. All offerors must be verifiable and visible on vetbiz.gov at the time of receipt of proposals and at the time of award.

The solicitation will close on August 8, 2013 at 5pm MT. The required documents to be received are a Technical Proposal and a separate Price Proposal. Offerors shall submit a full copy of their offer via email to Tracy.Jackson2@va.gov in accordance with Part I/Section B- Instructions, Conditions and Notices to offerors.

Contractor will begin within 10 days after NTP and must have completed within 100 days.

11. The Contractor shall begin performance within <u>10</u> calendar days and complete it within <u>100</u> calendar days after receiving	
<input type="checkbox"/> award, <input checked="" type="checkbox"/> notice to proceed. This performance period is <input checked="" type="checkbox"/> mandatory, <input type="checkbox"/> negotiable. (See 52.211-10)	
12A. THE CONTRACTOR MUST FURNISH ANY REQUIRED PERFORMANCE AND PAYMENT BONDS? (If "YES," indicate within how many calendar days after award in Item 12B.)	12B. CALENDAR DAYS
<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	10

13. ADDITIONAL SOLICITATION REQUIREMENTS:

- A. Sealed offers in original and 0 copies to perform the work required are due at the place specified in Item 8 by 8/8/13 at 5PM MT (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.

OFFER(Must be fully completed by offeror)

14. NAME AND ADDRESS OF OFFEROR (Include ZIP Code)		15. TELEPHONE NO. (Include area code)	
		16. REMITTANCE ADDRESS (Include only if different than Item 14)	
		Department of Veterans Affairs ATT: Tracy Lynn Jackson NCO, 19 4100 E. Mississippi Avenue, #900 Glendale CO 80246	
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. (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.)

AMOUNTS

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

19. ACKNOWLEDGMENT OF AMENDMENTS

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

AMENDMENT NO.										
DATE										
20A. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)					20B. SIGNATURE					20C. OFFER DATE

AWARD (To be completed by Government)

21. ITEMS ACCEPTED:

22. AMOUNT		23. ACCOUNTING AND APPROPRIATION DATA	
24. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)		ITEM	25. OTHER THAN FULL AND OPEN COMPETITION PURSUANT TO <input type="checkbox"/> 10 U.S.C. 2304(c)() <input type="checkbox"/> 41 U.S.C. 253(c) () <input type="checkbox"/>
26. ADMINISTERED BY Department of Veterans Affairs Network Contracting Office NCO 19 4100 E. Mississippi Avenue, Suite 900 Glendale CO 80246		CODE	27. PAYMENT WILL BE MADE BY Department of Veterans Affairs Financial Service Center PO Box 149971 Austin TX 78714-9971 PHONE: FAX:

CONTRACTING OFFICER WILL COMPLETE ITEM 28 OR 29 AS APPLICABLE

<input type="checkbox"/> 28. NEGOTIATED AGREEMENT (Contractor is required to sign this document and return _____ copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all work, requisitions identified on this form and any continuation sheets for the consideration stated in this contract. The rights and obligations of the parties to this contract 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.		<input type="checkbox"/> 29. AWARD (Contractor is not required to sign this document.) Your offer on this solicitation, is hereby accepted as to the items listed. This award consummates the contract. which consists of (a) the Government solicitation and your offer, and (b) this contract award. No further contractual document is necessary.	
30A. NAME AND TITLE OF CONTRACTOR OR PERSON AUTHORIZED TO SIGN (Type or print)		31A. NAME OF CONTRACTING OFFICER (Type or print) DANIEL PAGONE Contracting Officer	
30B. SIGNATURE	30C. DATE	31B. UNITED STATES OF AMERICA	
		BY	

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SCHEDULE OF BID ITEMS

CLIN 0001 OI&T DUMBWAITER CLOSET VENTILATION AND ELEVATOR

Construction Services: The contractor shall provide all tools, labor, materials, plant, equipment and supervision necessary as described by plans and specifications to complete construction for Veterans Administration Project No. **554-13-806** Price includes all direct and indirect costs, profit, overhead, general and administration, labor, bonds, and taxes for 100% complete construction project.

Supporting Documentation to validate quote must be included in the price proposal. This may include subcontractor quotes, profit, overhead, mobilization, General and administrative costs (note, this list is not all inclusive but just examples of the supporting documentation required).

1 Lump Sum \$ _____

SCOPE OF WORK

PROJECT 554-13-806
OI&T DUMBWAITER CLOSET VENTILATION AND ELEVATOR
VA EASTERN COLORADO HEALTH CARE SYSTEM
Denver VA Medical Center
Scope of Work

A. Scope of Work:

Contractor shall supply all tools, labor, material, equipment and supervision required to install a variable refrigerant flow (VRF) single DX condensing unit, to be located on the tenth floor roof outside the existing mechanical penthouse. Install refrigerant piping (R-410A) from the condensing unit through the mechanical penthouse to the location of the dumbwaiter shaft. Install refrigerant piping routed vertically down the existing shaft to serve five approximately 2.5-ton ductless fan coil units located on the 3rd, 4th, 6th, 7th, 8th and 9th floors, also to be installed by the contractor

Work shall also include all site-preparation requirements (demolition and construction) and installation to remove and replace the existing rooftop HVAC unit with a new 10-ton package rooftop unit. The existing unit would be removed to provide access to connect to the existing ductwork, as shown on plans and specifications.

The project intent is to prevent heat buildup in the OI&T closets and in the 11th floor Elevator room, for increased safety and functionality. Contractor shall follow all VA policy, drawings, infection control requirements, and specifications to complete the work per contract documents. Contractor must have experience working in an occupied medical center environment. Hours of work will be Monday through Friday, from 730a to 4p. If alternate hours are desired by the contractor, Contractor and COR will agree on work schedule prior to commencement of work. The C&A requirements do not apply and a Security Accreditation Package is not required. This work will be given **100 calendar days** to complete.

B. Work to be included by Vendor (see plans and specifications for more detail in each area):

1) OI&T Dumbwaiter shaft

- a) Install variable refrigerant flow (VRF) single DX condensing unit, to be located on the tenth floor roof outside the existing mechanical penthouse.
- b) Install refrigerant piping (R-410A) from the condensing unit through the mechanical penthouse to the location of the dumbwaiter shaft.

- c) Install refrigerant piping routed vertically down the existing shaft to serve fan coil units.
- d) Install six ductless fan coil units to be located on the 3rd, 4th, 6th, 7th, 8th and 9th floors.

2) 11th Floor Elevator Equipment Room Cooling

- a) Remove existing Rooftop unit (RTU): Disposal of CFC, HCFC, and HFC Refrigerants generated by the removal/replacement of RTUs shall be in accordance with Title VI, Section 608 of the Clean Air Act (40 CFR part 82). Refrigerant recovery and recycling shall be accomplished by an EPA certified technician using EPA certified recovery equipment. The contractor shall submit documentation to the VA COR stating that recovery/recycle was completed IAW 40 CFR part 82 prior to final disposal of the equipment.
- b) Install new RTU, as shown on plans and in specifications.

3) Infection Control:

- a) Execute work by methods to minimize raising dust from construction operations. Use wet-saw methods to cut tiles, outside of actual building. Cover tiles completely while transporting, to keep dust contained. Wear coveralls, either during the cutting and remove for transport or after cutting, to cover dusty clothes, during transport. Negative air with HEPA filters and walk off mats will also be required. Water mist work surfaces to control dust while cutting.
- b) Immediately replace any ceiling tile displaced for visual inspection (open ceiling tiles will not be abandoned). During electrical work from panel to room 171, it is permissible to have only 2 open ceiling tiles at a time, while pulling wire. Close ceiling tiles after wiring has passed. Any cutting done within the room will be done with the ceiling in place and all tiles closed.
- c) Replace any stained/soiled or damaged ceiling tile with new tile.
- d) Block off and seal air vents.
- e) Place dust mat at entrance and exit of work area - keep damp if needed.
- f) Contain construction waste before transport in tight covered, clean containers. Wipe down equipment before removing from the worksite. Cover transport receptacles or cans.
- g) Obtain infection control involvement before construction begins. Infection Control personnel will need to sign off on all barriers and grant approval prior to the start of work.
- h) Complete all critical barriers or implement control cube method before construction begins, as per specific Infection Control Risk Assessment document.
- i) Control airflow: isolate HVAC system in areas where work is being performed and maintain negative air pressure within worksite.

- j) Seal holes, pipes, conduits, and punctures appropriately.
- k) Upon completion, wipe work surfaces with disinfectant, wet mop and/or vacuum and remove isolation of HVAC system.
- l) Upon completion, do not remove barriers until inspected by safety and infection control and thoroughly cleaned by housekeeping. Remove barrier materials carefully, roll plastic onto itself and clean hard walls, to minimize spreading of dirt and debris. Wet mop after removing barriers.

VA GENERAL REQUIREMENTS

A. HOURS OF WORK AND SCHEDULING. The work will be performed Monday through Friday from 7:30 am to 4:00pm. The majority of the work will have minimal impact on the operation of the VA medical Center. Any potential disruption to ongoing medical center operations shall be coordinated 2 weeks in advance and shall be subject to review and approval by the Contracting Officer Representative (COR). Any other disruption of operations in any building shall be scheduled at least one week in advance with the COR. Work shall be scheduled to allow continuous operation of all facilities to the greatest extent possible.

B. COMPLIANCE. The contractor shall be fully responsible for compliance with all VA, local, state, and Federal environmental/occupational safety laws, rules and regulations. The contractor shall follow life and safety codes, and take necessary actions to avoid conditions that may be hazardous to the health and safety of hospital personnel and patients. The contractor is responsible for meeting all applicable OSHA and VA guidelines for safe working processes; example: lockout/tag out. All work for the duration of the contract shall be performed by trained technicians. All safety measures shall be approved as adequate by the safety officer in advance.

C. CONTRACTOR EMPLOYEES. Contractor personnel shall present a neat appearance and be wear VA issued identification tags at all times.

D. ESCORT AND SECURITY POLICE CHECK-IN. All contractor personnel working onsite at the VA facility shall check in and out with VA Police dispatch located in the main hospital building. Access to work areas, and performance monitoring, will be provided by VA CORs. In all cases, the COR and Supervisory Facilities Manager shall be notified of any changes which may affect the response time of vital equipment.

VA CONTRACT REQUIREMENTS

A. Federal Legal Holidays

The following Federal legal holidays for 2013 are observed by this facility:

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

Note: Any of the above holidays falling on Saturday will be observed on the preceding Friday; holidays falling on Sunday will be observed on the following Monday. Contractor's days to perform are reflected in the Performance Work Statement/Statement of Work.

B. Invoices

All invoices shall be submitted to: OB10, an electronic invoicing company/system.

e-Invoice Setup Information: (877) 752-0900

e-Invoice email: USClientServices@ob10.com

INVOICES ARE ELECTRONICALLY PAID BY:

Dept. of Veterans' Affairs
Financial Services Center
P.O. Box 149971
Austin, TX 78714-8971

Invoices for payment shall be submitted in arrears after the service is performed. The following information must appear on invoices:

- Contractor's name/address/phone number
- Purchase Order (PO) number (will be provided by VA)
- Contract Number (will be provided by VA at inception of contract)
- Date(s) of service
- Contract Number and description of service performed
- Contracting activities being invoiced for.
- Total invoice amount

NOTE: Invoice \$ amounts must match the agreed-upon contract pricing. Invoices listing incorrect information, such as incorrect \$ amounts, will be returned to the contractor.

PART I –INSTRUCTIONS, CONDITIONS AND NOTICE TO OFFERORS

PART I/SECTION A-REQUEST FOR PROPOSAL

I.1A BACKGROUND

The Department of Veteran Affairs (VA), Denver, VAMC, Colorado is issuing this solicitation as a Service Disabled Veteran Owned Small Business set-aside to provide all necessary design and general construction, and other related work as required by the solicitation, drawings and specifications.

I.2A SCOPE OF WORK

Contractor is to provide all materials and labor for the SOW of the OI&T Dumbwaiter Ventilation Closet and Elevator according to the statement of work, drawings, and specifications.

I.3A VA NOTICE OF TOTAL SERVICE DISABLED VETERAN-OWNED SMALL BUSINESS SET-ASIDE

(a) Definition. In accordance with 38 U.S.C. § 8127, 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) (38 U.S.C. §§ 8127(h) and (k)(2)(A)(i)); and

(ii) The management and daily business operations of which are controlled by one or more service disabled veteran (or eligible surviving spouse) or, in the case of a service disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran (38 U.S.C. §§ 8127(h) and (k)(2)(A)(ii)); and

(iii) The business meets federal small business size standards for the applicable North American Industry Classification System (NAICS) code identified in the solicitation document (38 U.S.C. § 8127(k)(1)); and 8. IL 049-07-08 Attachment 2 June 19, 2007

(iv) The business is listed in the VetBiz.gov Vendor Information Pages, (<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).

(3) “Surviving Spouse” is an individual as defined in 38 U.S.C. § 101(3).

(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 will 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 service disabled veteran-owned small business concerns; 9. IL 049-07-08 Attachment 2 June 19, 2007

(2) Supplies (other than acquisition from a non-manufacturer 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 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 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 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; 10. IL 049-07-08 Attachment 2 June 19, 2007

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

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

(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.

I.4A JOINT VENTURES

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

I.5A SELECTION PROCEDURES

During the review of offers, the Government may request additional information from offerors. The Government may initiate action to award a contract at any point after receipt and review of offers. Therefore, offeror are encouraged to submit their most favorable terms in both a technical and cost standpoint. See FAR 52.215-1, Instructions to Offerors – Competitive Acquisition, of this solicitation. This acquisition will be a best value with trade-offs acquisition. Award will be made to the offeror whose proposal provides the best overall value to the Government, price and non-price factors included.

I.6A PRE-PROPOSAL CONFERENCE

A site visit will be held on July 25, 2013 at 9am-10am (Mountain Time) at the Denver VAMC, building 7, Facility Maintenance Service (FMS), 1055 Clermont Street, Denver, CO 80220. All offerors, consultants, subcontractors, manufacturers and suppliers are encouraged to attend this meeting to familiarize themselves with the project, project site, and to provide any questions in regards to this solicitation and project, in writing, prior to the scheduled conference date. See FAR Clause 52.236-3, Site Investigation and Conditions Affecting the Work, and FAR Provision 52.236-27, Site Visit (Construction) of this solicitation.

I.7A SELECTION CRITERIA AND WEIGHTINGS:

The technical and past performance portions of the proposal shall be in Volume I and Price shall be in a Volume II in one combined electronic email. The offeror's technical response shall clearly address each evaluation factor in this solicitation. Failures to submit in the format required and clearly address those factors and sub-factors may result in a lower rating factor and/or rejection of the offer.

All non-price factors, when combined, are significantly more important than price. Proposals will be evaluated based on the Factors/Subfactors as stated below.

Volume I

Factor 1: Construction Management & Corporate Project Experience *All sub factors within this factor are considered equal.*

The offeror shall demonstrate corporate experience, at a minimum, three (3) projects completed within the last five (5) years similar in size, scope and complexity. The offeror shall address in a clear and concise manner their experiences in Mechanical Systems with an emphasis on HVAC systems. The offeror shall provide and convey in a clear and concise manner their experience(s) in working within occupied spaces in a Medical Center Environment.

The offeror shall explain their experiences and knowledge of Safety and Infectious Control Measures. Additionally, the offeror shall describe current and future project work-load and availability of personnel to properly man and complete this project timely.

In describing project construction experience, provide the following:

1. project title, location and brief description;
2. project owner and name and telephone number of owner's contact person;
3. project prime contractor and major sub-contractors and name(s) and telephone number(s) of each contact person(s). NOTE: Each firm and managing person(s) (project manager/superintendent/foreman as the case may be) proposed for this project;
4. project static's including start and completion dates (original vs. actual), reasons for any delays and/or change orders; and
5. experiences in working on projects in the Denver Metro area. NOTE: location of head office, branch office(s) and location of person with authority to sign contractual documents shall also be provided.

Factor 2: Project Personnel Experience

The offeror shall demonstrate the specialized experience(s) and technical competence of its proposed key personnel that will be assigned to this specific project. The offeror shall address in a clear and concise manner its key personnel experiences in mechanical systems with an emphasis on renovation for projects similar in size, scope and complexity. The offeror shall also provide and convey the experiences of key personnel in working within occupied spaces in a Medical Center environment.

The offeror shall explain and detail their experiences and knowledge of Safety and Infectious Control Measures of its key personnel.

At a minimum, the offeror shall provide the following information in respect to their proposed key personnel:

1. name of individual;
2. firm employed by and/or with;
3. company position and title;
4. years with the company;
5. describe work experience with project(s) similar in scope;
6. indication of which, if any, project(s) submitted under corporate experience above, the individual participated in and what the individuals responsibility was while assigned to the project(s);
7. position and/or responsibility that individual will hold in regards to the project team, description of duties and what percentage of the individual's time will be committed to this project.
8. Describe educational background/experience, including degrees, certifications, etc and granting institution;
9. experience of local Denver metro construction market/conditions of key personnel assigned to the project.

Factor 3: Scheduling, CPM and Phasing

The offeror shall demonstrate their approach for this project, including progress schedule in a time scaled bar graph format.

The horizontal axis shall be scaled for time beginning with the Notice to Proceed and concluding with contract completion. The vertical axis shall show the milestones and major portions of the project, including any phasing requirements. All schedule items shall show, start date and completion date, specific tasks, labor man-hours, submittals, mobilization, demolition method and sequencing, procurement and installation of equipment, electrical, controls, provisions for safety and dust containment, tests, final inspection and closeout.

Construction Management & Corporate Project Experience, Project Personnel Experience, and Schedule (including sub factors, Factors 1-3 will be evaluated and rated as follows:

Adjectival Rating/Color Rating	Definition/Standard
Excellent (blue)	Proposal demonstrates <u>excellent understanding</u> of requirements and approach that <u>significantly exceeds performance</u> or capability standards. Has <u>exceptional strengths</u> that will <u>significantly benefit</u> the Government.
Very Good (green)	Proposal demonstrates <u>good understanding</u> of requirements and approach that <u>exceeds performance</u> or capability standards. Has <u>exceptional strengths</u> that will <u>benefit</u> the Government.
Satisfactory (yellow)	Proposal demonstrates <u>acceptable understanding</u> of requirements and approach that <u>meets performance</u> or capability standards. Acceptable solution. <u>Few or no strengths, with no benefit to the Government.</u>
Marginal (white)	Proposal demonstrates <u>shallow understanding</u> of requirements and approach that only <u>marginally meets performance</u> or capability standards necessary for minimal but acceptable performance.

Unsatisfactory (red)	<u>Fails to meet performance</u> or capability standards. Requirements can only be met by major changes to the proposal.

Factor 4: Past Performance

The Government will evaluate relevant past performance focusing on criteria relevant to the technical qualifications under a single contract. Relevant past performance of an effort under a joint venture arrangement will be determined based on the work directly performed by the offeror. If the work of the Offeror cannot be discerned from the work of others in the Joint Venture, this effort will be considered not relevant. The evaluation criteria are as follows:

- (1) Completed construction projects on schedule
- (2) Quickly mobilized labor, material, and equipment resources
- (3) Change order rate, material submittal submissions and request for modifications
- (4) Provided effective on-site supervision
- (5) Project superintendant/project manager job performance/experience
- (6) Executed project successfully and professionally
- (7) Adhere to project schedules
- (8) Partnering
- (9) Job Safety
- (10) Responsive to government needs
- (11) Accurately prepared shop drawings
- (12) As-builts / Drawings submitted timely
- (13) Adherence to contract close-out procedures
- (14) Unexpected Maintenance or latent defects
- (15) Overall Customer Satisfaction

The Government may contact any or all of the past performance references provided by the Offerors to collect and evaluate past performance information. This information may be written or oral. The Government shall consider this information as well as information obtained from any other sources when evaluating an offeror's past performance (past performance information retrieval system (ppirs)).

The evaluation will take into account past performance information and in the case of an offeror without a record of relevant past performance or for whom information on past performance is not available, the offeror may not be evaluated favorably or unfavorably of past performance, so a neutral rating will be received. If the government is unable to reach an individual past performance reference within a reasonable time, this will be treated as "past performance information not available" and will not be evaluated favorably or unfavorably.

The rating for the past performance factor is the Government's assessment of confidence, based upon the Offeror's performance record, that the Offeror will successfully perform the requirements of this acquisition as proposed. For the purposes of this evaluation the term "Offeror" includes the prime Offeror and/or team members and major subcontractors. If an Offeror is without a record of relevant past performance or for whom information on past performance is not available, the offeror may not be evaluated favorably or unfavorably of past performance, so a neutral rating will be received. A single confidence assessment of the Offeror's past performance (which includes, if applicable, the extent of its subcontractors' and teaming partners' involvement) will be made.

The Government will evaluate relevant past performance focusing on criteria relevant to the technical qualifications under a single contract. Relevant past performance of an effort under a joint venture arrangement will be determined based on the work directly performed by the Offeror. If work of an Offeror cannot be discerned from the work of others in the Joint Venture, this effort will be considered not relevant.

Present and Past Performance Rating (including sub factors), Factor 4 will be rated as follows:

Adjectival Rating	Definition/Standard
Excellent (blue)	The offeror's past performance clearly exceeded contractual requirements or current industry standards to an unusual or exceptional degree. The offeror displayed a unique approach and presented in a high probability of success and satisfied all of the requirements of the contract. All or a vast majority of sources contacted stated they would not hesitate to do business with the offeror again. <u>No doubt exists</u> based on the offeror's past performance that they can satisfy the requirements of the contract.
Very Good (green)	The offeror's past performance was very good and met majority of the contractual requirements or current industry standards. Majority of the sources contacted stated they would do business with the offeror again. <u>Little doubt</u> exists based on the offeror's past performance that they could satisfy the requirements of the contract.
Satisfactory (yellow)	The offeror's past performance was satisfactory but only met the minimum requirements of the contract. The offeror experienced problems with various aspects of performance (i.e. material submittal submissions, completing projects on time and/or problems in submitting required paperwork timely); however, once brought to their attention, most, if not all of these issues were resolved. Reviews were mixed, but most of sources contacted stated they would do business with the offeror again. <u>Some doubt</u> exists based on past performance that they could satisfy the terms and conditions of the contract.
Neutral (brown)	No criteria information was provided. Inconclusive.
Marginal (white)	Based on the offeror's performance record, substantial doubt exists that the offeror will successfully perform the required effort. The contractual performance of the element or sub-element contains some problems for which corrective actions taken by the contractor were marginal but somewhat effective.
Unsatisfactory (red)	The offeror's past performance was unsatisfactory and did not meet most of the contractual or current industry standards. Majority of the sources contacted stated they would not do business with the offeror again. The offeror had significant weaknesses and deficiencies which were never corrected. <u>Significant doubt</u> exists based on the offeror's past performance that they can satisfy the requirements of the contract.

Volume II: Cost Proposal Requirements

Price for Scope of Work:

Contractor must provide a price proposal for CLIN item 0001.

A detailed price breakdown is required, to include labor, materials, profit, and overhead. If a detailed price breakdown is not included in the initial proposal response the contractor may be excluded from further consideration of contract award.

Cost and price realism to demonstrate that the cost proposal is compatible with the scope, magnitude and technical nature of the effort of this project. The offeror shall provide a detailed cost of each phase of the specification section.

Pricing will be evaluated in accordance with FAR 15.4 to determine reasonableness and evaluate potential performance risks. In this context, reasonableness will be determined by comparing offered prices with the government estimate.

This factor will be evaluated as either reasonable or unreasonable. The Government reserves the right to cancel subject RFP and re-solicit via another mechanism should a fair and reasonable price not be achieved or reasonableness of price cannot be determined.

All non-price factors, when combined, are significantly more important than price. However, in the event that offerors collective adjectival rating becomes equal, price will then be a more significant factor.

GPART I/SECTION B-INSTRUCTIONS, CONDITIONS AND NOTICE TO OFFERORS

I.1B COST RANGE: The project magnitude for construction it is between \$100,000 and \$250,000.

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

I.3B METRIC PRODUCTS:

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

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

I.4B REQUESTS FOR INFORMATION:

All questions must be submitted in writing to the Contracting Officer for response by July 29th at 5pm Mountain Time to tracy.jackson2@va.gov as shown in Block 10 of the Standard Form 1442, Solicitation, Offer and Award. The Government shall respond to the questions prior to the RFP due date.

I.5B PROPOSAL REQUIREMENTS:

General – Both technical and cost proposal shall be submitted in response to this solicitation. Proposals shall be submitted via email to tracy.jackson2@va.gov .

The technical and past performance portions of the proposal shall be in Volume I and Price shall be in a Volume II in one combined electronic email. The offeror's technical response shall clearly address each evaluation factor in this solicitation. Failures to submit in the format required and clearly address those factors and sub-factors may result in a lower rating factor and/or rejection of the offer.

An original Bid Bond, in the amount of twenty (20%) percent (but not to exceed \$3,000,000) of the bid price shall be mailed to the address listed in block 8 of the SF1442. 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. SEE FAR Provision 52.228-1, Bid Guarantee, of this Solicitation. Electronic copies of the proposals will be time/date stamped by Microsoft Outlook upon receipt of email.

Proposals shall be received by (Mountain Time) on August 8, 2013 at 5pm. There will be no public opening of the proposals. Submit offers to: Tracy.Jackson2@va.gov.

E-mail Submission Procedures: For simplicity in this guidance, all submissions in response to a solicitation will be referred to as offers.

- a. Subject Line:** Include the solicitation number, name of company, and closing date of solicitation.
- b. Size:** Maximum size of the e-mail message shall not exceed five (5) megabytes. Only one email is permitted.
- c. Page Limit:** There is a limit of 60 pages for Volume I (technical/past performance). Volume II (price) has a 20 page limit.
- d.** Each electronic offer must also include a signed and scanned SF-1442, Solicitation, Offer, and Award (Construction, Alteration, or Repair).

The offer will be date and time stamped by the Microsoft Email system and will be the official record of receipt for the submission.

Security Issues, Late Bids, Unreadable Offers

1. Late submission of offers are outlined at FAR Parts 52.212-1(f), 52.214-7, and 52.215-1(c)(3). Particular attention is warranted to the portion of the provision that relates to the timing of submission.
2. Please see FAR 15.207(c) for a description of the steps the Government shall take with regard to unreadable offers.
3. To avoid rejection of an offer, vendors must make every effort to ensure their electronic submission is **virus-free**. Submissions or portions thereof submitted and which the automatic system detects the presence of a virus or which are otherwise unreadable will be treated as “unreadable” pursuant to FAR Parts 14.406 and FAR 15.207(c).
4. The virus scanning software used by our e-mail systems cannot always **distinguish a macro from a virus**. Therefore, sending a macro embedded in an e-mail message or an e-mail attachment may cause the e-mail offer to be quarantined. You may send both the spreadsheet and the spreadsheet saved in PDF format to ensure that your proposal is readable.

Password protecting your offer is not permitted. The Contracting Officer will file the offer electronically which will allow access only by designated individuals.

Offerors shall include all required Representations and Certifications and complete their registration in Central Contractor Registration (CCR) and complete the On-line Representations and Certifications (ORCA). See FAR 52.204-7 and 52.204-8, of this solicitation.

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

I.6B PROPOSAL REVISIONS

If it is determined to be necessary, proposal revisions will be requested from the offers received. The Contracting Officer will identify those offerors, whose proposals are within the competitive range based upon the selection criteria identified in this solicitation. Negotiations may be conducted with those firms falling within the competitive range, after which proposal revisions may be requested. Those firms selected as within the competitive range will be given seven (7) calendar days to prepare their proposal revisions. Offerors submitting proposal revisions will not be required to re-submit any documents which are unchanged from their proposals. They should provide necessary changes to individual paragraphs, as briefly as possible, together with the Table of Contents that clarifies where within the initial proposal the additional information and/or

changed document would be placed. A new bid bond shall be submitted only if the final cost proposal revisions are greater than its initial cost proposal.

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 0 sets may be issued when requested. Up to 0 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: \$100,000.00 to \$250,000.00.

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 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
10.2 %	6.9 %

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

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

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

- (1) Name, address, and telephone number of the subcontractor;
- (2) Employer's identification number of the subcontractor;
- (3) Estimated dollar amount of the subcontract;
- (4) Estimated starting and completion dates of the subcontract; and
- (5) Geographical area in which the subcontract is to be performed.

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

(End of Provision)

2.4 52.225-10 NOTICE OF BUY AMERICAN ACT REQUIREMENT -- CONSTRUCTION MATERIALS (FEB 2009)

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

(b) *Requests for determinations of inapplicability.* An offeror requesting a determination regarding the inapplicability of the Buy American 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 the clause at FAR 52.225-9 in the request. If an offeror has not requested a determination regarding the inapplicability of the Buy American 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 material, by adding to the offered price the appropriate percentage of the cost of such foreign construction material, as specified in paragraph (b)(3)(i) of the clause at FAR 52.225-9.

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

(d) Alternate offers.

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

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

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

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

(ii) May be accepted if revised during negotiations.

(End of Provision)

2.5 52.228-1 BID GUARANTEE (SEP 1996)

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

(b) The bidder shall furnish a bid guarantee in the form of a firm commitment, e.g., bid bond supported by good and sufficient surety or sureties acceptable to the Government, postal money order, certified check, cashier's check, irrevocable letter of credit, or, under Treasury Department regulations, certain bonds or notes of the United States. The Contracting Officer will return bid guarantees, other than bid bonds, (1) to unsuccessful bidders as soon as practicable after the opening of bids, and (2) to the successful bidder upon execution of contractual documents and bonds (including any necessary coinsurance or reinsurance agreements), as required by the bid as accepted.-

(c) The amount of the bid guarantee shall be 20% percent of the bid price or \$3,000,000, whichever is less.-

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

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

(End of Provision)

2.6 52.233-2 SERVICE OF PROTEST (SEP 2006)

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

Tracy Lynn Jackson

Hand-Carried Address:

Department of Veterans Affairs
Network Contracting Office
NCO 19
4100 E. Mississippi Avenue, Suite 900
Glendale CO 80246

Mailing Address:

Department of Veterans Affairs
Network Contracting Office
NCO 19
4100 E. Mississippi Avenue, Suite 900
Glendale CO 80246

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

(End of Provision)

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

July 25th at 2pm at Grand Junction VAMC

(c) Participants will meet at-

Building 1 on the 6th Floor in the lobby

(End of Provision)

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

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

(End of Clause)

2.9 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)

2.10 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

2.11 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)

2.12 PARTNERING

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

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

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

2.13 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)

<u>FAR Number</u>	<u>Title</u>	<u>Date</u>
52.215-1	INSTRUCTIONS TO OFFERORS--COMPETITIVE ACQUISITION ALTERNATE I (OCT 1997) AND ALTERNATE II (OCT 1997)	OCT 1997
52.236-28	PREPARATION OF PROPOSALS--CONSTRUCTION	OCT 1997

2.14 52.236-27 SITE VISIT (CONSTRUCTION) (FEB 1995)

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

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

Name: THE COR – once assigned

Address: 1055 Clermont Street, Denver CO 80220

Telephone:

(End of Provision)

REPRESENTATIONS AND CERTIFICATIONS

3.1 52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (DEC 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 Certain Activities or Transactions Relating to Iran--Representation and Certifications. 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.

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)

<u>FAR Number</u>	<u>Title</u>	<u>Date</u>
52.209-5	CERTIFICATION REGARDING RESPONSIBILITY MATTERS	APR 2010
52.222-20	WALSH-HEALEY PUBLIC CONTRACTS ACT	OCT 2010

GENERAL CONDITIONS

4.1 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)

- (a) 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)

4.2 52.211-10 COMMENCEMENT, PROSECUTION, AND COMPLETION OF WORK (APR 1984)

The Contractor shall be required to (a) commence work under this contract within 10 calendar days after the date the Contractor receives the notice to proceed, (b) prosecute the work diligently, and (c) complete the entire work ready for use not later than 60 from NTP. The time stated for completion shall include final cleanup of the premises.

(End of Clause)

4.3 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 .

[Contractor to sign and date and insert authorized signer's name and title].

(End of Clause)

4.4 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)

4.5 52.225-9 BUY AMERICAN ACT--CONSTRUCTION MATERIALS (SEP 2010)

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

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

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

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

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

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

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

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

"Construction material" means an article, material, or supply brought to the construction site by the Contractor or a subcontractor for incorporation into the building or work. The term also includes an item brought to the site preassembled from articles, materials, or supplies. However, emergency life safety systems, such as emergency lighting, fire alarm, and audio evacuation systems, that are discrete systems incorporated into a public building or work and that are produced as complete systems, are evaluated as a single and distinct

construction material regardless of when or how the individual parts or components of those systems are delivered to the construction site. Materials purchased directly by the Government are supplies, not construction material.

"Cost of components" means--

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

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

"Domestic construction material" means--

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

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

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

(ii) The construction material is a COTS item.

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

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

(b) Domestic preference.

(1) This clause implements the Buy American Act (41 U.S.C. 10a-10d) by providing a preference for domestic construction material. In accordance with 41 U.S.C. 431, the component test of the Buy American Act is waived for construction material that is a COTS item (See FAR 12.505(a)(2)). The Contractor shall use only domestic construction material in performing this contract, except as provided in paragraphs (b)(2) and (b)(3) of this clause.

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

Lead Glass

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

(i) The cost of domestic construction material would be unreasonable. The cost of a particular domestic construction material subject to the requirements of the Buy American 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)(3) of this clause shall include adequate information for Government evaluation of the request, including--

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

(B) Unit of measure;

(C) Quantity;

(D) Price;

(E) Time of delivery or availability;

(F) Location of the construction project;

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

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

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

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

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

(2) If the Government determines after contract award that an exception to the Buy American 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)(3)(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)

4.6 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)

4.7 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)

4.8 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)

4.9 VAAR 852.219-11 VA NOTICE OF TOTAL VETERAN-OWNED SMALL BUSINESS SET-ASIDE (DEC 2009)

(a) *Definition.* For the Department of Veterans Affairs, "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 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 veterans;

(ii) The management and daily business operations of which are controlled by one or more veterans;

(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) "Veteran" is defined in 38 U.S.C. 101(2).

(b) *General.* (1) Offers are solicited only from veteran-owned small business concerns. All service-disabled veteran-owned small businesses are also determined to be veteran-owned small businesses if they meet the criteria identified in paragraph (a)(1) of this section. Offers received from concerns that are not veteran-owned small business concerns shall not be considered.

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

(c) *Agreement.* A 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 veteran-owned small business concerns;

(2) Supplies (other than acquisition from a non-manufacturer 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 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 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 veteran-owned small business concerns.

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

(1) At least one member of the joint venture is a veteran-owned small business concern, and makes the following representations: That it is a veteran-owned small business concern, and that it is a small business concern under the 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;

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

(4) The joint venture meets the requirements of 13 CFR 125.15(b), except that the principal company may be a veteran-owned small business concern or a service-disabled veteran-owned small business concern.

(e) Any 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)

4.10 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)

4.11 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)

4.12 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)

4.13 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)

4.14 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)

4.15 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)

4.16 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)

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

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

(b) The contractor shall be responsible to the Government for acts and omissions of his/her own employees, and subcontractors and their employees. The contractor shall also be responsible for coordination of the work of the trades, subcontractors, and material suppliers. The contractor shall, in advance of the work, prepare coordination drawings showing the location of openings through slabs, the pipe sleeves and hanger inserts, as well as the location and elevation of utility lines, including, but not limited to, conveyor systems, pneumatic tubes, ducts, and conduits and pipes 2 inches and larger in diameter. These drawings, including plans, elevations, and sections as appropriate shall clearly show the manner in which the utilities fit into the available space and relate to each other and to existing building elements. Drawings shall be of appropriate scale to

satisfy the previously stated purposes, but not smaller than 3/8-inch scale. Drawings may be composite (with distinctive colors for the various trades) or may be separate but fully coordinated drawings (such as sepia or photographic paper reproductions) of the same scale. Separate drawings shall depict identical building areas or sections and shall be capable of being overlaid in any combination. The submitted drawings for a given area of the project shall show the work of all trades which will be involved in that particular area. Six complete composite drawings or six complete sets of separate reproducible drawings shall be received by the Government not less than 20 days prior to the scheduled start of the work in the area illustrated by the drawings, for the purpose of showing the contractor's planned methods of installation. The objectives of such drawings are to promote carefully planned work sequence and proper trade coordination, in order to assure the expeditious solutions of problems and the installation of lines and equipment as contemplated by the contract documents while avoiding or minimizing additional costs to the contractor and to the Government. In the event the contractor, in coordinating the various installations and in planning the method of installation, finds a conflict in location or elevation of any of the utilities with themselves, with structural items or with other construction items, he/she shall bring this conflict to the attention of the contracting officer immediately. In doing so, the contractor shall explain the proposed method of solving the problem or shall request instructions as to how to proceed if adjustments beyond those of usual trades coordination are necessary. Utilities installation work will not proceed in any area prior to the submission and completion of the Government review of the coordinated drawings for that area, nor in any area in which conflicts are disclosed by the coordination drawings until the conflicts have been corrected to the satisfaction of the contracting officer. It is the responsibility of the contractor to submit the required drawings in a timely manner consistent with the requirements to complete the work covered by this contract within the prescribed contract time.

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

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

(End of Clause)

4.18 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)

4.19 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)

4.20 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)

4.21 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)

4.22 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)

4.23 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)

4.24 VAAR 852.236-89 BUY AMERICAN ACT (JAN 2008)

(a) Reference is made to the clause entitled "Buy American Act--Construction Materials," FAR 52.225-9.

(b) Notwithstanding a bidder's right to offer identifiable foreign construction material in its bid pursuant to FAR 52.225-9, VA does not anticipate accepting an offer that includes foreign 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)

4.25 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)

4.26 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)

4.27 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)

<u>FAR Number</u>	<u>Title</u>	<u>Date</u>
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
52.236-5	MATERIAL AND WORKMANSHIP	APR 1984
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
52.204-4	PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER	MAY 2011
52.204-7	CENTRAL CONTRACTOR REGISTRATION	DEC 2012
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
52.209-10	PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS	MAY 2012
52.215-2	AUDIT AND RECORDS--NEGOTIATION	OCT 2010
52.219-6	NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE	NOV 2011
52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS	JAN 2011
52.219-14	LIMITATIONS ON SUBCONTRACTING	NOV 2011
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
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
52.223-5	POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION ALTERNATE II (MAY 2011)	MAY 2011
52.223-6	DRUG-FREE WORKPLACE	MAY 2001
52.223-18	ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING	AUG 2011

52.225-13	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
52.228-2	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	FEB 2013
52.232-5	PAYMENTS UNDER FIXED-PRICE CONSTRUCTION CONTRACTS	SEP 2002
52.232-17	INTEREST	OCT 2010
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
52.236-6	SUPERINTENDENCE BY THE CONTRACTOR	APR 1984
52.236-7	PERMITS AND RESPONSIBILITIES	NOV 1991
52.236-8	OTHER CONTRACTS	APR 1984
52.236-9	PROTECTION OF EXISTING VEGETATION, STRUCTURES, EQUIPMENT, UTILITIES, AND IMPROVEMENTS	APR 1984
52.236-10	OPERATIONS AND STORAGE AREAS	APR 1984
52.236-11	USE AND POSSESSION PRIOR TO COMPLETION	APR 1984
52.236-12	CLEANING UP	APR 1984
52.236-13	ACCIDENT PREVENTION	NOV 1991
52.236-14	AVAILABILITY AND USE OF UTILITY SERVICES	APR 1984
52.236-17	LAYOUT OF WORK	APR 1984
52.236-21	SPECIFICATIONS AND DRAWINGS FOR CONSTRUCTION ALTERNATE I (APR 1984)	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
52.246-12	INSPECTION OF CONSTRUCTION	AUG 1996

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
52.249-10	DEFAULT (FIXED-PRICE CONSTRUCTION)	APR 1984

4.28 852.232-72 ELECTRONIC SUBMISSION OF PAYMENT REQUESTS (NOV 2012)

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

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

(2) *Designated agency office* has the meaning given in 5 CFR 1315.2(m).

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

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

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

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

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

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

(2) Any system that conforms to the X12 electronic data interchange (EDI) formats established by the Accredited Standards Center (ASC) and chartered by the American National Standards Institute (ANSI). The X12 EDI Web site (<http://www.x12.org>) includes additional information on EDI 810 and 811 formats.

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

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

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

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

- (3) Contracts awarded by contracting officers in the conduct of emergency operations, such as responses to national emergencies;
- (4) Solicitations or contracts in which the designated agency office is a VA entity other than the VA Financial Services Center in Austin, Texas; or
- (5) Solicitations or contracts in which the VA designated agency office does not have electronic invoicing capability as described above.

(End of Clause)

<u>FAR</u> <u>Number</u>	<u>Title</u>	<u>Date</u>
52.253-1	COMPUTER GENERATED FORMS	JAN 1991

DAVIS BACON WAGES

General Decision Number: CO130004 07/19/2013 CO4

Superseded General Decision Number: CO20120004

State: Colorado

Construction Type: Building

County: Denver County in Colorado.

BUILDING CONSTRUCTION PROJECTS (does not include residential construction consisting of single family homes and apartments up to and including 4 stories)

Modification Number	Publication Date
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0	01/04/2013
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1	01/11/2013
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2	02/15/2013
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3	03/08/2013
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4	04/05/2013
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5	04/26/2013
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6	05/03/2013
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7	05/31/2013
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8	06/28/2013
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VA259-12-R-0369

9 07/05/2013
10 07/19/2013

ASBE0028-001 10/01/2012

Rates Fringes

Asbestos Workers/Insulator

(Includes application of
all insulating materials,
protective coverings,
coatings and finishings to
all types of mechanical
systems).....\$ 28.98 13.03

BRCO0007-001 01/01/2011

Rates Fringes

BRICKLAYER.....\$ 22.13 9.89

BRCO0007-005 06/01/2011

Rates Fringes

TILE SETTER.....\$ 25.15 9.18

CARP0001-004 05/01/2009

	Rates	Fringes
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Carpenters:

Acoustical, Drywall

Hanging/Framing and Metal

Stud, Form Building/Setting.	\$ 26.60	8.89
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CARP1607-002 06/01/2012

	Rates	Fringes
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MILLWRIGHT.....	\$ 28.95	11.10
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ELEC0068-002 12/01/2012

	Rates	Fringes
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ELECTRICIAN

(Includes Low Voltage

Wiring and Installation of

Fire alarms, Security

Systems, Telephones,

Computers and Temperature

VA259-12-R-0369

Controls).....\$ 32.10	12.53
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ELEV0025-002 01/01/2013

	Rates	Fringes
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Elevator Constructor.....\$ 39.59	25.185
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FOOTNOTE:

- a. Employer contributes 8% of basic hourly rate for over 5 years' service and 6% basic hourly rate for 6 months' to 5 years' service as Vacation Pay Credit.

PAID HOLIDAYS: New Year's Day; Memorial Day; Independence Day; Labor Day; Veterans Day; Thanksgiving Day; Friday after Thanksgiving Day; and Christmas Day.

ENGI0009-003 06/25/2012

	Rates	Fringes
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Power equipment operator -
crane

141 tons and over.....\$ 25.48	8.62
50 tons and under.....\$ 24.42	8.62

VA259-12-R-0369

51 to 90 tons.....	\$ 24.57	8.62
91 to 140 tons.....	\$ 24.72	8.62

IRON0024-001 07/01/2011

	Rates	Fringes
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IRONWORKER, STRUCTURAL.....	\$ 23.80	10.91
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LABO0720-003 05/01/2009

	Rates	Fringes
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Laborers:

Concrete/Mason Tenders.....	\$ 16.52	6.84
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PAIN0079-002 08/01/2012

	Rates	Fringes
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Drywall Finisher/Taper

Hand.....	\$ 18.69	6.37
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Tool.....	\$ 19.04	6.37
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Painters:.....	\$ 17.99	6.37
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PAPERHANGER.....	\$ 18.69	6.37
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VA259-12-R-0369

PAIN0930-001 07/01/2013

	Rates	Fringes
GLAZIER.....	\$ 28.67	7.52

PLAS0577-001 05/01/2013

	Rates	Fringes
Cement Mason/Concrete Finisher...	\$ 23.25	10.23

PLUM0003-001 01/01/2013

	Rates	Fringes
PLUMBER		
(Excluding HVAC work).....	\$ 33.18	11.44

PLUM0208-001 07/01/2013

	Rates	Fringes
PIPEFITTER		
(Including HVAC pipe).....	\$ 33.35	12.27

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* SFCO0669-001 07/01/2013

	Rates	Fringes
SPRINKLER FITTER.....	\$ 33.09	18.60

SHEE0009-001 07/01/2012

	Rates	Fringes
Sheet metal worker (Includes HVAC duct and installation of HVAC systems).....	\$ 31.77	12.32

SUCO2001-011 12/20/2001

	Rates	Fringes
Carpenters: All Other Work.....	\$ 16.12	2.84

Ironworkers: Reinforcing.....	\$ 18.49	3.87
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Laborers:

Brick Finisher/Tender.....	\$ 12.78	1.41
Common.....	\$ 10.62	2.09

Power equipment operators:

Mechanic.....	\$ 18.48
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WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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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 rates.

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 majority 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

ATTACHMENT 1 - RELEASE OF CLAIMS

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

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

Architect-Engineer

BY: _____
(Print or type name under signature)

Title (Print or type)
(End of Clause)

ATTACHMENTS

See attached document: 100_ OI_T DRAWINGS.

See attached document: 100_ OI_T Specifications.