

<b>SOLICITATION, OFFER AND AWARD</b> <b>(Construction, Alteration, or Repair)</b>		1. SOLICITATION NO.  VA786A-13-R-0104A	2. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)	3. DATE ISSUED  07-23-2013	PAGE OF PAGES  1 of 48
<b>IMPORTANT - The "offer" section on the reverse must be fully completed by offeror.</b>					
4. CONTRACT NO.  CODE		5. REQUISITION/PURCHASE REQUEST NO.		6. PROJECT NO. <b>900CM3002</b>	
7. ISSUED BY  Department of Veterans Affairs NCA Contracting Service  425 I Street, NW Washington DC 20001		43C2		8. ADDRESS OFFER TO  Same as box 7	
9. FOR INFORMATION CALL:		A. NAME Justin Higginbotham		B. TELEPHONE NO. (Include area code) (NO COLLECT CALLS) 202 632 5918	

#### 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 completely prepare site for building operations, including demolition and removal of existing structures, and furnish labor and materials and perform work for the Committal Shelter and Cemetery Improvements for the Prescott National Cemetery at Prescott, AZ, as required by drawings and specifications.

This is a 100% set-aside for Service Disabled Veteran Owned Small Business (SDVOSB) in accordance with 38 USC 8127 and 8128.

All questions must be submitted to Justin.Higginbotham@va.gov by no later than 4:00 PM EST August 9, 2013.

The Magnitude of Construction is between \$1,000,000.00 and \$2,000,000.00.

Please coordinate site visits with the Cemetery Director, Mr. Jerry Rainey, 480 513 3600 or Jerry.Rainey@va.gov.

11. The Contractor shall begin performance within <u>10</u> calendar days and complete it within <u>365</u> calendar days after receiving <input type="checkbox"/> award, <input checked="" type="checkbox"/> notice to proceed. This performance period is <input type="checkbox"/> mandatory, <input type="checkbox"/> negotiable. (See <u>52.211-10</u> .)	
12A. THE CONTRACTOR MUST FURNISH ANY REQUIRED PERFORMANCE AND PAYMENT BONDS? (If "YES," indicate within how many calendar days after award in Item 12B.)  <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	12B. CALENDAR DAYS  10
13. ADDITIONAL SOLICITATION REQUIREMENTS: A. Sealed offers in original and <u>3</u> copies to perform the work required are due at the place specified in Item 8 by <u>4:00 PM EST</u> (hour) local time <u>08-20-2013</u> (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 <input checked="" type="checkbox"/> is, <input type="checkbox"/> 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 <u>120</u> 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)
CODE                                      FACILITY CODE	16. REMITTANCE ADDRESS (Include only if different than Item 14)

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	
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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
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**AWARD (To be completed by Government)**

21. ITEMS ACCEPTED:

22. AMOUNT	23. ACCOUNTING AND APPROPRIATION DATA
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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"/>
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26. ADMINISTERED BY                      CODE    43C2  Department of Veterans Affairs NCA Contracting Service  425 I Street, NW Washington DC 20001	27. PAYMENT WILL BE MADE BY  Financial Services Center Financial Services Center P.O. Box 149971 Austin TX 78714-9971  PHONE:    FAX:
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**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.
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30A. NAME AND TITLE OF CONTRACTOR OR PERSON AUTHORIZED TO SIGN (Type or print)	31A. NAME OF CONTRACTING OFFICER (Type or print)
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30B. SIGNATURE	30C. DATE	31B. UNITED STATES OF AMERICA  BY
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## SECTION B -SCHEDULE

**B.1 Schedule** - Contractor shall completely prepare site for building operations, including demolition and removal of existing structures, and furnish labor, materials, equipment and services and perform and complete all work for the Committal Shelter and Cemetery Improvements for the Prescott National Cemetery of Arizona, Prescott, AZ, Project No. 900CM3002, as required by drawings and Specifications.

CLIN	Description	Qty	Unit of Issue	Unit Price	Total Amount
0001	GENERAL CONSTRUCTION: Work includes general construction of structures, roads, walks, grading, drainage, electrical work, utility systems, water systems, irrigation, landscaping, installation of a Committal Shelter, retaining walls, flagpoles, parking areas, signage, site furnishings, unit pavers, demolition and alteration necessary to completely or partially remove existing structures, and construction of certain other items.	1	Job	\$_____	\$_____
<b>TOTAL AMOUNT FOR CLIN 0001</b>					<b>\$_____</b>

The Contractor shall furnish the necessary personnel, material, equipment, services and facilities (except as otherwise specified), to perform the Technical Specifications and Drawings included in the solicitation.

Department of Labor Wage Determination: Offerors are advised that upon award and in accordance with FAR Clause 52.222-6, Davis-Bacon Act, if any laborer or mechanic is to be employed in a classification that is not listed in the wage determination applicable to the contract, the contractor shall submit to the contracting officer a completed Standard Form (SF) 1444, Request for Authorization of Additional Classification and Rate.

CLIN – CONTRACT LINE ITEM  
QTY- Quantity

## SECTION C - DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK

### C.1 Project Description: Committal Shelter and Cemetery Improvements for the Prescott National Cemetery of Arizona, Prescott, AZ,

#### CONSTRUCTION REQUEST FOR PROPOSAL

PROJECT NUMBER:	914CM3008
NAICS CODE:	236220
Size Standard:	\$33.5 million
Performance period is:	365 days from Notice to proceed
Project Magnitude:	<b>\$1,000,000.00 and \$2,000,000.00</b>
RFP Closing Date and Time:	<b>August 20, 2013 at 4:00 p.m. (EST)</b>
Contracting Officer's Name:	Justin Higginbotham
Contracting Officer's Email Address:	Justin.Higginbotham@va.gov
Contracting Officer's Phone Number;	202-632-5918

## **SECTION D - PACKAGING AND MARKING**

**[For this Solicitation, there are NO clauses in this Section]**

## SECTION E - INSPECTION AND ACCEPTANCE

<u>FAR</u> <u>Number</u>	<u>Title</u>	<u>Date</u>
52.246-12	INSPECTION OF CONSTRUCTION	AUG 1996



## SECTION F - DELIVERIES OR PERFORMANCE

<u>FAR</u> <u>Number</u>	<u>Title</u>	<u>Date</u>
52.242-14	SUSPENSION OF WORK	APR 1984

### **F.1 52.211-10 COMMENCEMENT, PROSECUTION, AND COMPLETION OF WORK (APR 1984) ALTERNATE I (APR 1984)**

The Contractor shall be required to (a) commence work under this contract within 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 365 days after receipt of award. The time stated for completion shall include final cleanup of the premises.

The completion date is based on the assumption that the successful offeror will receive the notice to proceed by September 2, 2013. The completion date will be extended by the number of calendar days after the above date that the Contractor receives the notice to proceed, except to the extent that the delay in issuance of the notice to proceed results from the failure of the Contractor to execute the contract and give the required performance and payment bonds within the time specified in the offer.

(End of Clause)

### **F.2 52.211-12 LIQUIDATED DAMAGES--CONSTRUCTION (SEPT 2000)**

(a) If the Contractor fails to complete the work within the time specified in the contract, the Contractor shall pay liquidated damages to the Government in the amount of **\$852.00** for each calendar day of delay until the work is completed or accepted.

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

(End of Clause)

## SECTION G - CONTRACT ADMINISTRATION DATA

**G.1**      **CONTRACTING OFFICER:**    Mr. Justin Higginbotham  
National Cemetery Administration  
Contracting Service Washington Office  
425 I Street, NW  
Washington DC 20001  
Phone: (202) 682-5918  
Fax: (202) 682-5824  
Email: [justin.Higginbotham@va.gov](mailto:justin.Higginbotham@va.gov)

## SECTION H - SPECIAL CONTRACT REQUIREMENTS

### H.1 INQUIRIES

Inquiries and all correspondence concerning this solicitation document should be submitted in writing to the Contracting Officer. YOU ARE INSTRUCTED SPECIFICALLY TO CONTACT ONLY THE CONTRACTING OFFICER ISSUING THE SOLICITATION ABOUT ANY ASPECT OF THIS REQUIREMENT PRIOR TO CONTRACT AWARD.

### H.2 CONTRACTOR'S SIGNATURE

In accordance with Federal Acquisition Regulations Part 4, contractual documents (e.g. bids, proposals, awards, modifications, etc.) shall be completed and signed by the Contractor as follows:

- (a) Individuals. Signed by the individual.
- (b) Individual doing business as a firm. Signed by that individual, and the signature shall be followed by the individual's typed, stamped, or printed name and the words, "an individual doing business as \_\_\_\_\_ (insert name of firm)".
- (c) Partnership. Signed in the partnership name. Prior to award, provide list of all partners and designate which partners have authority to bind the partnership.
- (d) Corporations. Signed in the corporate name followed by the word "by" and the signature, and title of the person authorized to sign. Prior to award, provide list of individuals who have authority to bind the corporation.
- (e) Joint Ventures. Signed by each participant in the joint venture in the manner prescribed in (a) through (d) above.
- (f) Agents. When an agent is to sign the contract, other than as stated in paragraph (a) through (e) above, the agent's authorization to bind the principal must be established by evidence satisfactory to the contracting officer.

### H.3 GENERAL INTENTION

Contractor shall completely prepare site for building operations, including demolition and removal of existing structures, and furnish labor and materials and perform work for the Committal Shelter and Cemetery Improvements as required by the Contract Drawings and Specifications provided in Part III Section J.

### H.4 CHECKLIST FOR BIDDERS- IMPORTANT - PLEASE READ CAREFULLY

To insure your offer is complete, please check the following:

- 1. Have you rechecked your estimate? Are all items and amounts included?
- 2. Are bid amounts for all items entered in proper spaces provided on SF-1442, Solicitation, offer and Award (Construction, Alteration, or Repair)?
- 3. Have you signed and dated accompanying documents that are to be submitted with the bid?
- 4. Have you acknowledged on SF-1442, receipt of all amendments (if any) issued for this solicitation?
- 5. Have you properly completed the **System for Award Management** (SAM) is the Official U.S. Government system that consolidated the capabilities of CCR/FedReg, ORCA, and EPLS <https://www.sam.gov/portal/public/SAM/>?
- 6. Does your bid guarantee conform to the requirements of FAR 52.228-1? Did you use the prescribed Standard Form 24 for submitting the Bid Bond?

7. Corporate Bonds: Does your surety appear on the list contained in the Department of Treasury Circular 570, “Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and Acceptable Reinsuring Companies?” (FAR 28.202). Individual Sureties: Is your individual surety in compliance with FAR 28.203? <http://fms.treas.gov/c570/c570.html>
8. Have you carefully read every provision in Instructions to Bidders and Notices?
9. Have you carefully read the requirements concerning the Buy American Act?
10. Have you registered in Vets-100 website? <http://vets100.vets.dol.gov/>
11. Have you provided the Contracting Officer with your:

**DUNS Number?** \_\_\_\_\_

**Tax Identification Number?** \_\_\_\_\_

13. Have you completed the certification process as a Service Disable Veteran Owned Small Business (SDVOSB)? <https://www.vip.vetbiz.gov/> (Bidders won’t be considered unless they are certified)

## **H.5 REQUESTS FOR INFORMATION**

Requests for information or clarifications to solicitation documents shall be submitted in writing no later than August 9, 2013.

## **H.6 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.

## PART II - CONTRACT CLAUSES

### SECTION I - CONTRACT CLAUSES

#### I.1 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

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

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

(End of Clause)

<u>FAR Number</u>	<u>Title</u>	<u>Date</u>
52.202-1	DEFINITIONS	JAN 2012
52.203-3	GRATUITIES	APR 1984
52.203-5	COVENANT AGAINST CONTINGENT FEES	APR 1984
52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT	SEP 2006
52.203-7	ANTI-KICKBACK PROCEDURES	OCT 2010
52.203-8	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY	JAN 1997
52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY	JAN 1997
52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	OCT 2010
52.204-4	PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER	MAY 2011
52.204-9	PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL	JAN 2011
52.204-10	REPORTING EXECUTIVE COMPENSATION AND FIRST- TIER SUBCONTRACT AWARDS	AUG 2012
52.204-12	DATA UNIVERSAL NUMBERING SYSTEM NUMBER MAINTENANCE	DEC 2012
52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	DEC 2010
52.215-2	AUDIT AND RECORDS--NEGOTIATION	OCT 2010
52.215-8	ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT	OCT 1997
52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS	JAN 2011
52.222-3	CONVICT LABOR	JUN 2003
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	FEB 1988

	REGULATIONS	
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	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
52.227-4	PATENT INDEMNITY--CONSTRUCTION CONTRACTS	DEC 2007
52.228-2	ADDITIONAL BOND SECURITY	OCT 1997
52.228-5	INSURANCE--WORK ON A GOVERNMENT INSTALLATION	JAN 1997
52.228-11	PLEDGES OF ASSETS	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
52.236-5	MATERIAL AND WORKMANSHIP	APR 1984
52.236-6	SUPERINTENDENCE BY THE CONTRACTOR	APR 1984
52.236-7	PERMITS AND RESPONSIBILITIES	NOV 1991
52.236-8	OTHER CONTRACTS	APR 1984
52.236-9	PROTECTION OF EXISTING VEGETATION, STRUCTURES, EQUIPMENT, UTILITIES, AND IMPROVEMENTS	APR 1984
52.236-10	OPERATIONS AND STORAGE AREAS	APR 1984
52.236-11	USE AND POSSESSION PRIOR TO COMPLETION	APR 1984
52.236-12	CLEANING UP	APR 1984
52.236-13	ACCIDENT PREVENTION	NOV 1991

52.236-15	SCHEDULES FOR CONSTRUCTION CONTRACTS	APR 1984
52.236-17	LAYOUT OF WORK	APR 1984
52.236-21	SPECIFICATIONS AND DRAWINGS FOR CONSTRUCTION	FEB 1997
52.236-26	PRECONSTRUCTION CONFERENCE	FEB 1995
52.242-13	BANKRUPTCY	JUL 1995
52.243-4	CHANGES	JUN 2007
52.244-2	SUBCONTRACTS	OCT 2010
52.244-6	SUBCONTRACTS FOR COMMERCIAL ITEMS	DEC 2010
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
52.253-1	COMPUTER GENERATED FORMS	JAN 1991
852.203-70	COMMERCIAL ADVERTISING	JAN 2008
852.211-74	LIQUIDATED DAMAGES	JAN 2008
852.228-70	BOND PREMIUM ADJUSTMENT	JAN 2008
852.236-72	PERFORMANCE OF WORK BY THE CONTRACTOR	JUL 2002
852.236-74	INSPECTION OF CONSTRUCTION	JUL 2002
852.236-76	CORRESPONDENCE	APR 1984
852.236-77	REFERENCE TO "STANDARDS"	JUL 2002
852.236-78	GOVERNMENT SUPERVISION	APR 1984
852.236-79	DAILY REPORT OF WORKERS AND MATERIAL	APR 1984
852.236-80	SUBCONTRACTS AND WORK COORDINATION	APR 1984
852.236-82	PAYMENTS UNDER FIXED-PRICE CONSTRUCTION CONTRACTS (WITHOUT NAS)	APR 1984
852.236-84	SCHEDULE OF WORK PROGRESS	NOV 1984
852.236-85	SUPPLEMENTARY LABOR STANDARDS PROVISIONS	APR 1984
852.236-86	WORKERS' COMPENSATION	JAN 2008
852.236-87	ACCIDENT PREVENTION	SEP 1993
852.236-88	CONTRACT CHANGES--SUPPLEMENT	JUL 2002
852.236-89	BUY AMERICAN ACT	JAN 2008
852.236-91	SPECIAL NOTES	JUL 2002

## **I.2 52.209-9 UPDATES OF PUBLICLY AVAILABLE INFORMATION REGARDING RESPONSIBILITY MATTERS (FEB 2012)**

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

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

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

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

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

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

(i) Past performance reviews required by subpart 42.15;

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

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

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

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

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

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

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

(End of Clause)

### **I.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 237110 assigned to contract number .

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

(End of Clause)

#### **I.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)

## **I.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**

<b>Construction Material Description</b>	<b>Unit of Measure</b>	<b>Quantity</b>	<b>Price (Dollars)*</b>
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)

## **I.6 52.228-1 BID GUARANTEE (SEP 1996)**

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

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

Contracting Officer will return bid guarantees, other than bid bonds, (1) to unsuccessful bidders as soon as practicable after the opening of bids, and (2) to the successful bidder upon execution of contractual documents and bonds (including any necessary coinsurance or reinsurance agreements), as required by the bid as accepted.-

(c) The amount of the bid guarantee shall be 20% percent of the bid price or \$3,000,000.00, whichever is less.-

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

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

(End of Provision)

#### **I.7 52.232-99 PROVIDING ACCELERATED PAYMENT TO SMALL BUSINESS SUBCONTRACTORS (DEVIATION) (AUG 2012)**

This clause implements the temporary policy provided by OMB Policy Memorandum M-12-16, Providing Prompt Payment to Small Business Subcontractors, dated July 11, 2012.

(a) Upon receipt of accelerated payments from the Government, the contractor is required to make accelerated payments to small business subcontractors to the maximum extent practicable after receipt of a proper invoice and all proper documentation from the small business subcontractor.

(b) Include the substance of this clause, including this paragraph (b), in all subcontracts with small business concerns.

(c) The acceleration of payments under this clause does not provide any new rights under the Prompt Payment Act.

(End of Clause)

#### **I.8 VAAR 852.219-10 VA NOTICE OF TOTAL SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS SET-ASIDE (DEC 2009)**

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

(1) Means a small business concern:

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans (or eligible surviving spouses);

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

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

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

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

(b) *General.* (1) Offers are solicited only from service-disabled veteran-owned small business concerns. Offers received from concerns that are not service-disabled veteran-owned small business concerns shall not be considered.

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

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

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

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

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

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

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

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

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

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

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

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

(End of Clause)

## **I.9 852.232-72 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)

## **I.10 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)

## **I.11 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)

**PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS****SECTION J - LIST OF ATTACHMENTS****Attachment 1****Drawings**

Drawing	#Number	Sheet Title
1	X1.0	Cover Sheet
2	X1.1	Index Sheet
3	B1.0	Survey Sheet Overall
4	B1.1	Survey Sheet Northwest
5	B1.2	Survey Sheet Southeast
6	B1.3	Soil Boing Logs
7	B1.4	Tree Descriptions
8	D1.0	Demolition and Site Preparation Overall
9	D1.1	Demolition and Site Preparation Enlargements 1
10	D1.2	Demolition and Site Preparation Enlargements 2
11	D1.3	Demolition and Site Preparation Enlargements 3
12	D1.4	Site Preparation Details
13	L1.0	Layout Plan Overall
14	L1.1	Layout Plan Enlargements 1
15	L1.2	Layout Plan Enlargements 2
16	L1.3	Layout Plan Enlargements 3
17	L2.0	Materials Plan Overall
18	L2.1	Materials Plan Enlargements 1
19	L2.2	Materials Plan Enlargements 2
20	L2.3	Materials Plan Enlargements 3
21	L3.0	Site Details
22	L3.1	Site Furnishing Details 1
23	L3.2	Site Furnishing Details 2
24	L3.3	Signage Details
25	L3.4	Site Signage Details
26	L3.5	Entry Signage Details
27	L3.6	Flagpole Details
28	L3.7	Railing Details
29	L4.0	Grading Drainage and Utilities Overall
30	L4.1	Grading Drainage and Utilities Enlargements 1
31	L4.2	Grading Drainage and Utilities Enlargements 2
32	L4.3	Stormwater and Utility Details
33	L5.0	Landscape Plan Overall
34	L5.1	Landscape Plan Enlargements 1
35	L5.2	Landscape Plan Enlargements 2
36	L5.3	Landscape Details
37	I1.0	Irrigation Notes and Legend
38	I1.1	Irrigation Plan – Enlargements 1
39	I1.2	Irrigation Plan – Enlargements 2
40	I1.3	Irrigation Plan – Enlargements 3
41	I1.4	Irrigation Plan – Enlargements 4
42	I1.5	Irrigation Details 1
43	I1.6	Irrigation Details 2
44	I1.7	Irrigation Details 3
45	I1.8	Irrigation Water Source Modification
46	A1.1	Committal Shelter Plan, RCP & Roof
47	A2.1	Committal Shelter Elevations & Section
48	S1.0	Structural Abbreviations – Legend
49	S1.2	Structural General Notes and Specific Instructions
50	S1.3	Committal Shelter Framing and FDN Plan
51	E1.1	Electrical Site Power Demolition Plan
52	E1.2	Electrical Site Power Distribution Plan
53	E1.3	Electrical Site Power Plan
54	E1.4	Electrical One-Line Diagram and Panel Schedule

## **Attachment 2      Specifications (DIVISIONS 00 TO 33)**

### **DIVISION 00 - SPECIAL SECTIONS**

00 01 15      List of Drawing Sheets

### **DIVISION 01 - GENERAL REQUIREMENTS**

01 00 00      General Requirements  
 01 31 32      Geotechnical Data  
 01 32 17      Network Analysis Schedules  
 01 33 23      Shop Drawings, Product Data, and Samples  
 01 42 19      Reference Standards  
 01 45 29      Testing Laboratory Services  
 01 56 39      Tree and Plant Protection  
 01 57 19      Temporary Environmental Controls

### **DIVISION 02 – EXISTING CONDITIONS**

02 41 10      Demolition and Site Clearing

### **DIVISION 03 – CONCRETE**

03 30 53      Cast-in-Place Concrete (Short Form)  
 03 45 00      Precast Architectural Concrete

### **DIVISION 04 – MASONRY**

04 05 13      Masonry Mortaring  
 04 05 16      Masonry Grouting  
 04 20 00      Unit Masonry  
 04 43 00      Natural Stone Veneer

### **DIVISION 05 – METALS**

05 12 00      Structural Steel Framing  
 05 31 00      Steel Decking  
 05 50 00      Metal Fabrications

### **DIVISION 07 - THERMAL AND MOISTURE PROTECTION**

07 11 13      Bituminous Dampproofing  
 07 13 52      Modified Bituminous Sheet Waterproofing  
 07 21 13      Thermal Insulation  
 07 24 00      Exterior Insulation and Finish Systems  
 07 41 13      Standing Seam Metal Roofing  
 07 60 00      Flashing and Sheet Metal  
 07 92 00      Joint Sealants

### **DIVISION 08 – DOORS AND WINDOWS**

08 11 13      Hollow Metal Doors and Frames  
 08 71 00      Door Hardware

### **DIVISION 09 – FINISHES**

09 06 00      Schedule for Finishes  
 09 22 16      Non-Structural Metal Framing  
 09 29 00      Gypsum Board  
 09 91 00      Painting

### **DIVISION 10 – SPECIALTIES**

10 14 00      Exterior Signage  
 10 75 00      Flagpoles

### **DIVISION 26 – ELECTRICAL**

26 05 11      Requirements for Electrical Installations

26 05 21	Low-Voltage Electrical Power Conductors and Cables (600 Volts and Below)
26 05 26	Grounding and Bonding for Electrical Systems
26 05 33	Raceway and Boxes for Electrical Systems
26 05 41	Underground Electrical Construction
26 22 00	Low-Voltage Transformers
26 24 16	Panelboards
26 27 26	Wiring Devices
26 51 00	Interior Lighting
26 56 00	Exterior Lighting

**DIVISION 31 – EARTHWORK**

31 20 11	Earth Moving (Short Form)
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**DIVISION 32 – EXTERIOR IMPROVEMENTS**

32 05 23	Cement and Concrete for Exterior Improvements
32 12 16	Asphalt Paving
32 13 16	Integral Color Concrete
32 13 73	Site Joint Sealants
32 14 13	Precast Concrete Unit Paving
32 16 13	Concrete Curbs
32 30 00	Site Furnishings
32 31 53	Perimeter Security Fences and Gates
32 84 00	Planting Irrigation
32 90 00	Planting

**DIVISION 33 – UTILITIES**

33 10 00	Water Utilities
33 40 00	Storm Drainage Utilities
33 46 13	Subdrainage

**APPENDICES**

Appendix A	Preliminary Geotechnical Investigation
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**Attachment 3**

**Wage Determination**

**General Decision Number: AZ130007 06/14/2013 AZ7**

## PART IV - REPRESENTATIONS AND INSTRUCTIONS

### SECTION K - REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS

<u>FAR Number</u>	<u>Title</u>	<u>Date</u>
52.203-11	CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	SEP 2007
52.222-38	COMPLIANCE WITH VETERANS' EMPLOYMENT REPORTING REQUIREMENTS	SEP 2010
52.225-25	PROHIBITION ON CONTRACTING WITH ENTITIES ENGAGING IN CERTAIN ACTIVITIES OR TRANSACTIONS RELATING TO IRAN-- REPRESENTATION AND CERTIFICATIONS	DEC 2012
52.236-28	PREPARATION OF PROPOSALS--CONSTRUCTION	OCT 1997

#### K.1 52.203-2 CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (APR 1985)

(a) The offeror certifies that—

(1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to—

(i) Those prices;

(ii) The intention to submit an offer; or

(iii) The methods or factors used to calculate the prices offered.

(2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory—

(1) Is the person in the offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to paragraphs (a)(1) through (a)(3) of this provision; or

(2)(i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to paragraphs (a)(1) through (a)(3) of this provision  
 \_\_\_\_\_ [insert full name of person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the offeror's organization];

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) of this provision have not participated, and will not participate, in any action contrary to paragraphs (a)(1) through (a)(3) of this provision; and

(iii) As an agent, has not personally participated, and will not participate, in any action contrary to paragraphs (a)(1) through (a)(3) of this provision.

(c) If the offeror deletes or modifies paragraph (a)(2) of this provision, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

(End of Provision)

## **K.2 52.204-3 TAXPAYER IDENTIFICATION (OCT 1998)**

### **(a) Definitions.**

"Common parent," as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

"Taxpayer Identification Number (TIN)," as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(b) All offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

### **(d) Taxpayer Identification Number (TIN).**

☐ TIN: \_\_\_\_\_

☐ TIN has been applied for.

☐ TIN is not required because:

☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

☐ Offeror is an agency or instrumentality of a foreign government;

☐ Offeror is an agency or instrumentality of the Federal Government.

### **(e) Type of organization.**

☐ Sole proprietorship;

- ☐ Partnership;
- ☐ Corporate entity (not tax-exempt);
- ☐ Corporate entity (tax-exempt);
- ☐ Government entity (Federal, State, or local);
- ☐ Foreign government;
- ☐ International organization per 26 CFR 1.6049-4;
- ☐ Other \_\_\_\_\_

(f) *Common parent.*

- ☐ Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.
- ☐ Name and TIN of common parent:

Name \_\_\_\_\_

TIN \_\_\_\_\_

(End of Provision)

### **K.3 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)

#### **K.4 52.209-5 REPRESENTATION BY CORPORATIONS REGARDING AN UNPAID TAX LIABILITY OR A FELONY CONVICTION UNDER ANY FEDERAL LAW (DEVIATION)(MAR 2012)**

(a) In accordance with Division H, sections 8124 and 8125 of P.L. 112-74 and sections 738 and 739 of P.L. 112-55 none of the funds made available by either Act may be used to enter into a contract with any corporation that—

(1) Has an unpaid federal tax liability, unless the agency has considered suspension or debarment of the corporation and the Suspension and Debarment Official has made a determination that this action is not necessary to protect the interests of the Government.

(2) Has a felony criminal violation under any Federal or State law within the preceding 24 months, unless the agency has considered suspension or debarment of the corporation and Suspension and Debarment Official has made a determination that this action is not necessary to protect the interests of the Government.

(b) The Offeror represents that—

(1) The offeror does ☐ does not ☐ have any unpaid Federal tax liability that has been assessed and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

(2) The offeror, its officers or agents acting on its behalf have [ ] have not [ ] been convicted of a felony criminal violation under a Federal or State law within the preceding 24 months.

(End of Provision)

#### **K.5 52.209-7 INFORMATION REGARDING RESPONSIBILITY MATTERS (FEB 2012)**

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

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

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

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

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

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

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

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

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

(i) In a criminal proceeding, a conviction.

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

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

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

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

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

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

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

(End of Provision)

## **K.6 52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS (APR 2012)**

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is-- 237110.

(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) Representations.

(1) The offeror represents as part of its offer that it ☐ is, ☐ is not a small business concern.

(2) *[Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.]* The offeror represents, for general statistical purposes, that it ☐ is, ☐ is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) *[Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.]* The offeror represents as part of its offer that it ☐ is, ☐ is not a women-owned small business concern.

(4) Women-owned small business (WOSB) concern eligible under the WOSB Program. *[Complete only if the offeror represented itself as a women-owned small business concern in paragraph (b)(3) of this provision.]* The offeror represents as part of its offer that--

(i) It ☐ is, ☐ is not a WOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It ☐ is, ☐ is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (b)(4)(i) of this provision is accurate for each WOSB concern eligible under the WOSB Program participating in the joint venture. *[The offeror shall enter the name or names of the WOSB concern eligible under the WOSB Program and other small businesses that are participating in the joint venture: \_\_\_\_\_.]* Each WOSB concern eligible under the WOSB Program participating in the joint venture shall submit a separate signed copy of the WOSB representation.

(5) Economically disadvantaged women-owned small business (EDWOSB) concern. *[Complete only if the offeror represented itself as a women-owned small business concern eligible under the WOSB Program in (b)(4) of this provision.]* The offeror represents as part of its offer that--

(i) It ☐ is, ☐ is not an EDWOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It [ ] is, [ ] is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (b)(5)(i) of this provision is accurate for each EDWOSB concern participating in the joint venture. *[The offeror shall enter the name or names of the EDWOSB concern and other small businesses that are participating in the joint venture: \_\_\_\_\_.]* Each EDWOSB concern participating in the joint venture shall submit a separate signed copy of the EDWOSB representation.

(6) *[Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.]* The offeror represents as part of its offer that it [ ] is, [ ] is not a veteran-owned small business concern.

(7) *[Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (b)(6) of this provision.]* The offeror represents as part of its offer that it [ ] is, [ ] is not a service-disabled veteran-owned small business concern.

(8) *[Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.]* The offeror represents, as part of its offer, that--

(i) It [ ] is, [ ] is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material changes in ownership and control, principal office, or HUBZone employee percentage have occurred since it was certified in accordance with 13 CFR Part 126; and

(ii) It [ ] is, [ ] is not a HUBZone joint venture that complies with the requirements of 13 CFR Part 126, and the representation in paragraph (b)(8)(i) of this provision is accurate for each HUBZone small business concern participating in the HUBZone joint venture. *[The offeror shall enter the names of each of the HUBZone small business concerns participating in the HUBZone joint venture: \_\_\_\_\_.]* Each HUBZone small business concern participating in the HUBZone joint venture shall submit a separate signed copy of the HUBZone representation.

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

"Economically disadvantaged women-owned small business (EDWOSB) concern" means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States and who are economically disadvantaged in accordance with 13 CFR part 127. It automatically qualifies as a women-owned small business concern eligible under the WOSB Program.

"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; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(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).

"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 (a) of this provision.

"Veteran-owned small business concern" means a small business concern--

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) 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; and

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

"Women-owned small business concern" means a small business concern--

(1) That is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

"Women-owned small business (WOSB) concern eligible under the WOSB Program" (in accordance with 13 CFR part 127), means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States.

(d) Notice.

(1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a business concern that is small, HUBZone small, small disadvantaged, service-disabled veteran-owned small, economically disadvantaged women-owned small, or women-owned small eligible under the WOSB Program in order to obtain a contract to be awarded under the preference programs established pursuant to section 8, 9, 15, 31, and 36 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall--

(i) Be punished by imposition of fine, imprisonment, or both;

(ii) Be subject to administrative remedies, including suspension and debarment; and

(iii) Be ineligible for participation in programs conducted under the authority of the Act.

(End of Provision)

## **K.7 52.222-22 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (FEB 1999)**

The offeror represents that--

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

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

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

(End of Provision)

## **K.8 52.225-20 PROHIBITION ON CONDUCTING RESTRICTED BUSINESS OPERATIONS IN SUDAN--CERTIFICATION (AUG 2009)**

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

"Marginalized populations of Sudan" means--

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

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

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

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

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

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

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

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

(6) Have been voluntarily suspended.

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

(End of Provision)

## SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

<u>FAR Number</u>	<u>Title</u>	<u>Date</u>
52.204-6	DATA UNIVERSAL NUMBERING SYSTEM NUMBER	DEC 2012
52.215-1	INSTRUCTIONS TO OFFERORS--COMPETITIVE ACQUISITION	JAN 2004
52.222-5	DAVIS-BACON ACT--SECONDARY SITE OF THE WORK	JUL 2005
52.225-10	NOTICE OF BUY AMERICAN ACT REQUIREMENT -- CONSTRUCTION MATERIALS	FEB 2009

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

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

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

(End of Provision)

<u>FAR Number</u>	<u>Title</u>	<u>Date</u>
852.233-70	PROTEST CONTENT/ALTERNATIVE DISPUTE RESOLUTION	JAN 2008
852.233-71	ALTERNATE PROTEST PROCEDURE	JAN 1998

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

### L.2 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)



### **L.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:

<b>Goals for minority participation for each trade</b>	<b>Goals for female participation for each trade</b>
19 %	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 Palm Beach County

(End of Provision)

#### **L.4 52.233-2 SERVICE OF PROTEST (SEP 2006)**

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

Hand-Carried Address:

Mr. Garry L. Harris  
Department of Veterans Affairs NCA Contracting Service  
425 I Street, NW  
Washington DC 20001

Mailing Address:

Department of Veterans Affairs  
NCA Contracting Service  
425 I Street, NW  
Washington DC 20001

(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)

#### **L.5 52.236-27 SITE VISIT (CONSTRUCTION) (FEB 1995)**

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

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

Name: Mr. Jerry Rainey

Address: National Memorial Cemetery of Arizona  
23029 North Cave Creek Road  
Phoenix, AZ 85024

Telephone: 480-513-3600

(End of Provision)

#### **L.6 52.252-5 AUTHORIZED DEVIATIONS IN PROVISIONS (APR 1984)**

(a) The use in this solicitation of any Federal Acquisition Regulation (48 CFR Chapter 1) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the provision.

(b) The use in this solicitation of any VAAR Acquisition Regulation (48 CFR Chapter FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1)) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of Provision)

#### **L.7 852.211-72 TECHNICAL INDUSTRY STANDARDS (JAN 2008)**

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

(End of Provision)

#### **L.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)

## SECTION M - EVALUATION FACTORS FOR AWARD

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

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

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

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

(End of Provision)

### M.2 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. **Technical factors of Past Performance, Critical Personnel, and Scheduling/Project Management, are greater in importance of Price.**

### M.3 SELECTION CRITERIA

The Government intends to evaluate proposals and award a contract without conducting discussions. However, the Government reserves the right to conduct discussions if determined by the Contracting Officer to be in the best interest of the Government at anytime leading up to contract award. As such, offerors are encouraged to provide their best possible pricing initially as for Final Proposal Revisions (formally known as Best and Final Offers) may not be requested.

The Government intends to award the contract to the most qualified offeror deemed responsible in accordance with Federal Acquisition Regulation (FAR) part 15, whose proposals best conforms to the solicitation requirements and is judged to represent the Best Value to the Government (FAR) part 15.101.1. And, if applicable, Alternate Items will be awarded at the discretion of the Government, and if provided on the pricing schedule are listed in order of importance. If alternate items are included, offeror's shall provide a pricing on all line items and failure to do so may render your proposal non-responsive and exclude your firm from further consideration of possible contract award.

Each offeror's price will be evaluated in accordance with FAR 15.4 to determine reasonableness and evaluate potential performance risks. Additionally, the Government expects referrals to fall close to the Government's cost Estimate (GCE) or the offer's own estimate for the project. Referrals significantly below the GCE or the offer's own estimate will be considered non responsive. E.g., if the GCE or the offer's bid is for \$500,000.00, the Government will not accept referrals for a project for \$30,000.00. That is too large a gap and indicates that the offeror may not have the experience, level, or have completed a project of such a size to justify or warrant such a jump in magnitude.

During evaluation, all offers will be reviewed for pricing. If the Government receives sufficient competition within the GCE, then all offers above the GCE will be considered outside of the competitive range and will be removed from competition. All offers significantly below the GCE will also be considered for elimination from the competitive range. If prices are compared to the average mean vs. the GCE, then prices around one standard deviation above or below the mean will be considered outside of the competitive range.

In addition all offers will receive a review of their most recent Dun and Bradstreet (D&B) report for all acquisitions in excess of \$25,000.00 and in accordance with Department of Veterans Affairs IL 049-08-03 dated April 11, 2008. If the

offerors D&B report reflects a Supplier Evaluation Risk Score of “7” or high which represents an unacceptable risk to the government and that offeror will require a certificate of competency before award.

All remaining offers will then be reviewed for **Technical factors of Past Performance, Critical Personnel, and Scheduling/Project Management**. If less than three acceptable referrals are received, and/or referrals are for projects significantly lower than the proposed project, and/or the type of work performed is not comparative to the project proposed, then that offer may be considered for removal or evaluated lower.

The Government retains the right to award without discussions. Therefore offerors are encouraged to provide their best proposals with the materials requested for evaluation. The Government, based on the material presented, will award to the proposal that best demonstrates to be most advantageous for the Government.

**M.4 PROPOSAL REQUIREMENTS:** General – Both technical and cost proposal shall be submitted in response to this solicitation. One sealed container/envelope shall contain **two (2) signed** and completed copies of Standard Form (SF) 1442, Solicitation, Offer and Award, cost proposal (Continuation sheet of SF 1442 page 2(A), and cost estimating spreadsheet detailing and following each section or element of specifications, and an original SF 24, Bid Bond, in the amount of twenty (20%) percent of the bid price. SEE FAR Provision 52.228-1, Bid Guarantee, of this Solicitation. A second container/envelope shall contain **One (1) CD formatted with Microsoft word 2007 or high version in addition to Three (3) hard copy** of the offeror’s technical proposal as outlined in this solicitation. The offeror’s technical response shall clearly address each evaluation factor and sub-factor listed in this solicitation. Failure to submit in the format required and clearly addresses those factors and sub-factors may result in a lower rating factor and/or rejection of the offer. **The Technical proposal shall not include any cost information.**

NOTE: Information must be submitted on a single sided paper only.

Proposals shall be received by **4:00 p.m. (Eastern Standard Time) on August 20, 2013**. There will be no public opening of the proposals. Submit sealed offers to:

**Justin Higginbotham, Contracting Specialist**  
Contracting Service Washington Office  
425 I Street, NW  
Washington DC 20001  
Phone: (202) 682-5539

Mark the front of the envelope/box with the following: **"PROPOSAL FOR RFP No. VA786A-13-R-0104A DO NOT OPEN - COMPETITIVE ACQUISITION"**.

Technical and cost sections of the offeror’s proposal will be evaluated independently. Therefore, offeror’s shall separately bind and label each section, i.e. cost or technical, including the name of the offeror’s organization, business address and VA Solicitation Number. **VA786A-13-R-0104A**.

## **M.5 PROPOSAL REVISIONS**

If it is determined to be necessary, proposal revisions will be requested from the offers received. The Contracting Officer will identify those offers, whose proposals are within the competitive range, considering 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.

## M.6 TECHNICAL PROPOSAL REQUIREMENTS

### Volume 1 – Technical Factors:

#### Past Performance: Factor 1

Provide and identify at a minimum three (would prefer five (5) Federal, State, or local government contracts and/or private sector contracts **of similar type, scope, size, and complexity** that are ongoing and have been carried out in a similar environment and/or have been recently completed within the last three years (**With in the Past Performance Sub-Criteria all items are of equal value**).

**(Part 1):** Provide and identify at least three Federal, State, or local government (prefer five) contracts and/or private sector contracts in the cemetery or similar setting, residential and industrial occupancies.

**(Part 2)** – Provide specifics of quality control, scheduling, time control, ability to meet deadlines, cost control, and quality assurance. Differentiate between the type of construction projects and what type of occupancy the project involved specifically focusing on your abilities in the general construction field. Give specific project information related to construction projects as opposed to maintenance projects.

**(Part 3)** - Provide a list of references pertaining to those contracts and include names and current telephone numbers of individuals involved in monitoring contract performance. The Government will contact some or all of the offerors customers.

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.

Past Performance Factors (Parts 1, 2 and 3) will be rated as follows:

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 unhesitantly do business with the offeror again. <b><u>No doubt exist</u></b> based on the offeror's past performance 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. <b><u>Little doubt</u></b> exists based on the offeror's past performance 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

<p>NEUTRAL <b>WHITE</b></p> <p>MARGINAL <b>ORANGE</b></p> <p>UNSATISFACTORY <b>RED</b></p>	<p>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 they could satisfy the terms and conditions of the contract.</p> <p>NO CRITERIA INFORMATION WAS PROVIDED... INCONCLUSIVE</p> <p>Based on the offeror's performance record, <u>substantial doubt</u> 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.</p> <p>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> exist based on the offeror's past performance they can satisfy the requirements of the contract.</p>
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#### Critical Personnel: Factor 2

1. Superintendent Experience(s) - Provide a minimum of 5 projects in these areas in the cemetery or similar setting, residential and industrial occupancies. Give specific project information related to construction projects verses maintenance related type projects;
2. Describe capability to meet time constraints of providing this construction requirements;
3. Listing of each employee qualifications and length of service with the contractor;
4. Describe educational background/experience, including degrees, certifications, etc and granting institution;

#### Scheduling/Project Management: Factor 3

The offeror shall demonstrate approach including a detailed 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. All schedule items shall show, start and completion dates, specific tasks, labor man-hours for each schedule item, submittals, mobilization, demolition method and sequencing, procurement and installation of equipment, controls, provisions for safety , test and final inspection.

### M.7 PRICE PROPOSAL REQUIREMENTS

#### Volume 2 – Price: Factor 4

A Detailed price breakdown is required. Provide a breakdown of your pricing and the pricing methodology you used. A price and/or pricing with no breakdown will be considered an inferior offer and maybe deemed non responsive. The Government needs to know the method used in arriving at your figures. The Government will not consider offers that are considerably too low or too high. Pricing may be compared against the Government Cost Estimate (GCE) or against the

average mean of the offers received to arrive at a competitive range in determining too low/too high offers. Also, if a wage rate is included with this solicitation, provide the proposed wages you will be paying to compare against the wage rate. You can provide this as a range if you do not want to list direct wages. Wage rates only apply to hourly employees, not salary employees; but you cannot convert a traditionally hourly employee to a salary employee to avoid the wage rate. If a detailed price breakdown is not included in the initial proposal response the contractor may be excluded from further consideration of contract award.

In this context, reasonableness will be determined as noted above and will be evaluated as either reasonable or unreasonable.