

SOLICITATION, OFFER AND AWARD (Construction, Alteration, or Repair)	1. SOLICITATION NO.	2. TYPE OF SOLICITATION	3. DATE ISSUED	PAGE OF PAGES
	VA248-13-R-2357	<input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)	08-20-2013	1 of 106

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

4. CONTRACT NO. TBA	5. REQUISITION/PURCHASE REQUEST NO.	6. PROJECT NO. 675-14-600
CODE		
7. ISSUED BY Department of Veterans Affairs Orlando VA Medical Center 5201 Raymond Street Lakemont Office Rm 101 - Contracting Orlando FL 32803	8. ADDRESS OFFER TO Department of Veterans Affairs Orlando VA Medical Center 5201 Raymond Street Lakemont Office Rm 101 - Contracting Orlando FL 32803	
9. FOR INFORMATION CALL:	A. NAME Christy Glass	B. TELEPHONE NO. (Include area code) (NO COLLECT CALLS) Christy.Glass@VA.Gov

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):

Request for Proposals (RFP): VA-248-13-R-2357 Project: 675-14-600 Title: Remove Lead Paint LK Baldwin CEP
 Location: Orlando VA Medical Center Orlando, Lake Baldwin Campus 5201 Raymond St, Orlando, FL 32803
 RFP VA-248-13-R-2357 is being issued pending availability of funds. Funding is expected, but no contract will be awarded until and unless funding becomes available. Offerors will incur the cost to submit proposals at their own risk, and if funds do not become available the government will not compensate offerors for bid and proposal costs.

The Department of Veterans Affairs seeks a qualified Service Disabled Owned Veteran Small Business (SDVOSB) concern to perform services at Orlando VA Medical Center as a Firm-fixed-price Design-Build Construction Contract to address Lake Baldwin Campus security deficiencies. Selected Contractor shall be required to perform duties as prescribed in RFP accordance with all incorporated statement of work, plans, specifications, and other information, herein. For Details, please see the incorporated Statement of Work, proposal instructions, and other information.

This acquisition is 100% Set-Aside for Service Disabled Owned Veteran Small Business (SDVOSB) under the Veterans First Contracting Program. Therefore, AT THE TIME OF PROPOSAL SUBMISSION, interested parties MUST be actively registered in SAM - System For Award Management <http://www.governmentcontractorregistration.org/register-now.html> with Representation and Certifications COMPLETED for applicable NAIC, AND registered in and VISIBLE on the VetBiz Vendor Information Page at www.vip.vetbiz.gov/general_user/default.asp as a SDVOSB firm.

The Magnitude Range for this project is between \$500,000 and \$1,000,000.
 The applicable North American Industry Classification (NAICS) code for this procurement is 562910 Remediation Services
 The Small Business size standard for NAICS 562910 is \$19 Million.

-This is a TWO-PHASE DESIGN BUILD ACQUISITION- Both Phase I and PHASE II proposal information are included in this RFP. ALL Qualified SDVOSB Offerors may submit for Phase I. After PHASE I evaluation completion, Non-Selected and Selected Phase II Offerors will be notified by email. Only up to FIVE Offerors will be invited to continue on to Phase II. From Offerors selected for PHASE II participation, only One Offeror shall be selected for award. Please see proposal details

Site visit information: Will be announced in an upcoming Amendment.
 Requests for Information Phase I cut-off date is September 16, 2013 at 4pm est.
 RFP PHASE 1 Due Date September 23, 2013 at 4pm est

- OFFERS providing less than 180 calendar days for Government acceptance after Offer Due Date will not be considered.

POC for this project is: Christy Glass, Contract Officer Construction Team 1 Christy.Glass@VA.Gov
 Telephone requests for information or questions will NOT be accepted. EMAIL ONLY. Ensure that the subject line includes: VA-248-13-R-2357 Remove Lead Paint LK Baldwin CEP Proj 675-14-600

11. The Contractor shall begin performance within 10 calendar days and complete it within 190 calendar days after receiving
☐ award, ☒ notice to proceed. This performance period is ☐ mandatory, ☒ negotiable. (See 52.211-10.)

12A. THE CONTRACTOR MUST FURNISH ANY REQUIRED PERFORMANCE AND PAYMENT BONDS? (If "YES," indicate within how many calendar days after award in Item 12B.) <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	12B. CALENDAR DAYS 10
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13. ADDITIONAL SOLICITATION REQUIREMENTS:

- A. Sealed offers in original and 2 copies to perform the work required are due at the place specified in Item 8 by 4pm est (hour) local time 09-23-2013 (date). If this is a sealed bid solicitation, offers must be publicly opened at that time. Sealed envelopes containing offers shall be marked to show the offeror's name and address, the solicitation number, the date and time offers are due
- B. An offer guarantee ☒ is, ☐ is not required.
- C. All offers are subject to the (1) work requirements, and (2) other provisions and clauses incorporated in the solicitation in full text or by reference
- D. Offers providing less than 180 calendar days for Government acceptance after the date offers are due will not be considered and will be rejected.

OFFER(Must be fully completed by offeror)

14. NAME AND ADDRESS OF OFFEROR (Include ZIP Code)		15. TELEPHONE NO. (Include area code)	
		16. REMITTANCE ADDRESS (Include only if different than Item 14)	
CODE	FACILITY CODE		

17. The offeror agrees to perform the work required at the prices specified below in strict accordance with the terms of the solicitation, if this offer is accepted by the Government in writing within _____ calendar days after the date offers are due. (Insert any number equal to or greater than the minimum requirement stated in Item 13D. Failure to insert any number means the offeror accepts the minimum in Item 13D.)

AMOUNTS

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

19. ACKNOWLEDGMENT OF AMENDMENTS

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

AMENDMENT NO.										
DATE										

20A. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)	20B. SIGNATURE	20C. OFFER DATE
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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 Department of Veterans Affairs Network Contracting Activity 8 (NCO 8) Orlando VA Medical Center 5201 Raymond Street Orlando FL 32803	CODE 00675	27. PAYMENT WILL BE MADE BY Department of Veterans Affairs 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)
30B. SIGNATURE	31B. UNITED STATES OF AMERICA BY
30C. DATE	

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DESCRIPTION/SPECIFICATIONS/WORK STATEMENT



DESIGN-BUILD

Remove Lead Paint at Lake Baldwin Central Energy Plant
Project No. 675-14-600
Orlando VA Medical Center, 5201 Raymond Street Orlando, FL. 32803

I. DEFINITIONS AND ACRONYMS:

- A. **Design-Build (DB):** as defined by the Department of Veterans Affairs (VA) is the procurement by the Government, under one contract, with one firm (which may be a joint venture) for both design and construction services on a specific project.
- B. **Contracting Officer (CO):** The services to be performed under this contract are subject to the general supervision, direction, control and approval of the Contracting Officer.
- C. **Project Manager (PM)/Contracting Officers Representative (COR):** The Contracting Officer's representative responsible for administering contracts under the immediate direction of the Contracting Officer.
- D. **Design Build Contract:** This term, as used herein, refers to the Contract(s) to perform the design and construction of the project.
- E. **Contractor:** This term, as used herein, refers to the contractor under this contract.
- F. **A/E:** This term, as used herein, refers to the Architect-Engineer firm(s) that are a part of the DB team, also referred to as DB A/E.
- G. **Design-Build Team A/E:** This term, as used herein, to refer to the entire Design-Build Team (Contractor, A/E and any sub-contractors) all inclusive.
- H. **Pre-Construction Risk Assessment (PRCA):** Used to identify potential risks associated with the renovation, construction and some maintenance & repair activities and to develop risk mitigation strategies to minimize these risks. Prior to beginning work this assessment will be completed.
- I. **Interim Life Safety Measures (ILSM):** Measures that are instituted to compensate for significant hazards posed by existing life safety (fire) code deficiencies or construction/renovation activities.
- J. **Request for Proposal (RFP):** Is a solicitation made, often through a bidding process, by an agency or company interested in procurement of a commodity or service, to potential suppliers to submit proposals.
- K. **Certified Independent Third-Party Safety Professional (CITP):** Certified Independent Third-Party Safety Professional for the review of the design documents for compliance with national and local codes, standards, federal and state regulations.
- L. **National Fire Protection Association (NFPA):** The world's leading advocate of fire prevention and an authoritative source on public safety, NFPA develops, publishes, and disseminates codes and standards intended to minimize the possibility and effects of fire and other risks.
- M. **The Joint Commission (TJC):** Formerly the Joint Commission on Accreditation of Healthcare Organizations (JCAHO) and previous to that the Joint Commission on Accreditation of Hospitals (JCAH). The Joint Commission provides evaluation, accreditation and disease-specific certification programs for healthcare facilities.
- N. **Facilities Condition Assessment (FCA):** Is an industry term that describes the process of a qualified group of trained industry professionals performing an analysis of the condition of a group of facilities that may vary in terms of age, design, construction methods, and materials
- O. **Orlando Utilities Commission (OUC):** Orlando Utilities Commission, provided electricity and water services to the facility.
- P. **Competent Person (CP):** One who is capable of identifying existing and predictable hazards in the surroundings or working conditions which are unsanitary, hazardous, or dangerous to employees, and who has authorization to take prompt corrective measures to eliminate them.

II. SCOPE OF WORK:

A. General Requirements:

Provide all labor, materials, tools and equipment, and design-build services necessary for design and construction of a project described herein and other specific tasks as further defined by this Request for Proposal (RFP). All proposals are to provide both design and construction services for this project. The contractor will hire a Certified Independent Third-Party Safety Professional (CITP) for the review of the design documents for compliance with national and local codes, standards, federal and state regulations. The CITP review will be documented by stamped/ sealed drawings by a registered professional engineer from the state of Florida.

1. **Contractor shall not match existing materials but shall use hospital grade as designated in the Department of Veterans Affairs (VA) technical information library (TIL) and/or industry standards for healthcare facilities relevant to space usage. Reference section VII, Resources, below.**

B. Project Overview:

This project will design and complete the abatement and disposal of lead paint on the walls, ceiling, beams and conduit of the CEP at the Orlando Lake Baldwin Campus. In addition to abatement, this project will also provide for new paint on the walls, roof deck, beams and conduit. Consequently, this project is intended to correct an FCA deficiency by painting exposed roof decking and completing any additional tasks identified by Orlando Lake Baldwin Campus Engineering Department.

C. Specific Project Requirements:

1. The walls in the CEP contain Lead paint. Selected Contractor is to ensure that the walls are to be abated of the lead paint by a trained, certified and insured remediation professional.
 - a) Proof of accreditation shall be provided to the COR and CO before any work is permitted to commence.
2. Selected Contractor shall follow OSHA and EPA standards for lead abatement and disposal, as well as any VA standards.
3. The CEP is a 24 hour facility. Therefore, Selected Contractor's work shall be structured/scheduled by Selected Contractor (with COR approval) as to not to impede CEP or OVAMC's operations.
4. Lead containment area
 - a) The Selected Contractor shall establish a lead control area by completely enclosing the area or structure where lead containing paint removal operations will be performed with containment screens.
 - b) Contain removal operations by the use of negative pressure full containment system with at least one change room and with HEPA filtered exhaust.
5. The Selected Contractor shall perform abatement without damaging or contaminating adjacent areas and equipment. Any areas and equipment exposed to lead paint or damaged due to the removal process shall be repaired and restored to original condition by Selected Contractor.
6. Boundary requirements:
 - a) Selected Contractor is to provide physical boundaries around the lead control area by providing curtains, portable partitions or other enclosures to ensure that airborne concentrations of lead will not reach 30 micrograms per cubic meter for air outside of the lead control area. See <http://www.cfm.va.gov/til/spec.asp> Note documents such as: 02 83 33.13 Lead-Based Paint Removal and Disposal, etc..
 - b) Seal intake and exhaust vents in the lead control area with 6-mil plastic sheet and tape. Seal seams in HVAC components that pass through the lead control area.
7. The Selected Contractor shall select paint removal processes to minimize contamination of work areas with lead-contaminated dust or other lead contaminated debris/waste. This paint removal process should be described in a Lead-Containing Paint Removal Plan provided by the Selected Contractor to the COR and CO prior to construction commencement.
 - a) Selected Contractor is to perform manual sanding and scraping to the maximum extent feasible.
8. The Selected Contractor shall ensure hazardous exposure from any materials, fumes, etc., towards personnel and the environment is compliantly controlled at all times.
9. The Selected Contractor shall maintain surfaces of the lead control area free of accumulations of paint chips and dust. The Selected Contractor shall restrict the spread of dust and debris and keep waste from being distributed over the work area. The Selected Contractor shall not dry sweep or use compressed air to clean up the area. At the end of each shift and when the paint removal operation has completed, the Selected Contractor

shall clean the area of visible lead paint contamination by vacuuming with a HEPA filtered vacuum cleaner AND wet mopping the area.

10. After all the walls, roof decks, beams and conduit are free of the lead paint, the Selected Contractor shall paint all the interior walls, beams, conduit and ceiling roof deck. Items attached to the walls such as controls, fire alarm annunciators, switches, panels or other objects excused by code or compliance shall not be altered or painted.
 - a) Paint shall be low VOC
 - b) Paint sprayer application will not be acceptable due to overspray hazards.
 - c) Color to be chosen by the VA Interior Designer or COR.
 - d) The interior of the office is not included in this project.
11. The Selected Contractor shall handle, store, transport, and dispose lead or lead-contaminated waste in accordance with 40 CFR 260, 40 CFR 261, 40 CFR 262, 40 CFR 263, 40 CFR 264, and 40 CFR 265. The Selected Contractor shall comply with land disposal restriction notification requirements as required by 40 CFR 268.
12. The C&A requirements do not apply, and a Security Accreditation package is not required.

III. SCHEDULING, PHASING, AND WORKING HOURS:

A. All work hours **MUST** be coordinated with the project's **COR**. Most of the work shall be performed during **WHEN** hours (**Weekends, Holidays, Evenings and Nights**) so as not to interfere with normal Hospital functions. However, some VA areas may be conducive to work being completed **DURING** normal business hours (7:00 am to 5:00 pm, Monday through Friday). All requests for work during normal business hours must be requested by the Contractor at least 14 calendar days in advance. Additionally, construction shall be performed (scheduled and phased) to ensure that exterior egress/ingress areas are completely operational by normal business hours the following workday.

B. Length of Project

1. Project will have a **70** calendar day design phase. Please refer to Program Guide PG-18-15, Volume C for document requirements.
 - a) Design-Build Team A/E shall submit **Design Development** drawings to **50%**, within **21** calendar days. Allow **14** calendar days for VA review.
 - b) Design-Build Team A/E shall submit **Final Document** drawings to **100%** (Signed & Sealed), which incorporates the VA's comments on the 50% submission within **21** calendar days. Allow **14** calendar days for VA review.
2. Design-Build Team A/E will schedule a **Pre-Construction Meeting** with all pertinent VA personnel for final drawing approval before construction start submission within **14** calendar days of receiving Government acceptance of 100% drawings.
3. Project's construction phase **MUST** be completed in no more than **120** days from Design completion and Government acceptance.
4. Contractor shall submit a Critical Path Method (CPM) schedule for BOTH Design phase and Construction phase with estimated dates and itemized cost of work to the Contracting Officer for review and approval before Notice to proceed.

C. **Utility Outages**, including disruption of fire alarms, must be requested by the Contractor at least **14** calendar days in advance.

IV. PROJECT CLASSIFICATION:

This project has been classified per the Construction Infection Control Risk Assessment as a Type C, Low Risk Group, Class II (ISLM Level 1) project.

V. SAFETY REQUIREMENTS:

All Contractor's personal are required to have completed an OSHA-approved 10-hour construction worker course prior to working on the site. The On-site general superintendent/supervisor is required to have completed an OSHA-approved 30-hour construction course prior to working on the site. Every worker must provide the Contracting Officer

a copy of current certificates identifying successful completion of the training prior to executing work for the Veterans Administration. In addition, Contractor shall provide submittals for contract construction or renovation work which include the names, qualifications, and training dates for Contractor's Competent Persons (CP), who has been designated to administer the site-specific safety program, as well as the CP for other activities as required by OSHA regulation 29 CFR 1926.32 (such as scaffolds, cranes, excavations, etc.). Contractor's CP are required to implement and maintain effective safety programs that identify and control hazards that may cause injury or illness to VA patients, staff, visitors, and contractor employees. The VA CP does not take the place of Contractor's CP nor acts on their behalf. The VA CP determines if Contractor is meeting VA standards and contractual requirements for safety and OSHA compliance. When these standards and contract requirements are not being met, the VA COR and/or CP will take immediate action to prevent injury, non-compliance, and/or property damage. The Contractor shall submit an Activity Hazard Analysis, and an Accident Prevention Plan as per FAR 52.236-13 prior to commencement of site activities. The Government shall have 21 calendar days to review the AHA and APP.

VI. GOVERNMENT FURNISHED INFORMATION:

All available record drawings will be provided upon request to the Design-Build Team A/E. They should not however, be considered "as-built". These drawing files are provided without warranty or obligation as to the accuracy or information contained in the files. All information in the files shall be independently verified by the user. Any user shall agree to indemnify and hold the VA harmless from any and all claims, damages, losses, and expenses, including, but not limited to, attorney fees arising out of the use of the Computer Aided Design and Drafting (CADD) drawing files.

VII. RESOURCES:

All designs shall comply with applicable sections of VA standards and publications, and all references therein. Ensure that construction documents comply with the latest edition of these VA construction and design standards. VA standards can be found on the World Wide Web at <http://www.cfm.va.gov/TIL/>. VA publications and standards shall include but shall not be limited to the following:

1. Office of Construction & Facilities Management Site Map:
<http://www.cfm.va.gov/sitemap.asp>
2. The Technical Information Library (TIL): <http://www.cfm.va.gov/TIL/>
 - a) Master Construction Specifications Index (PG-18-1)
 - b) Design and Construction Procedures (PG-18-3)
 - c) VA Standard Details and CAD Standards (PG-18-4)
 - d) Equipment Guide List (PG-18-5)
 - e) Equipment Inspection Manual (Program Guide 7610.2)
 - f) Equipment Reference Manual (PG-18-6)
 - g) Space Planning Criteria (PG-18-9)
 - h) Design Manuals (by discipline) (PG-18-10)
 - i) Design Guides (graphical, by function) (PG-18-12)
 - j) Barrier Free Design Guide (PG-18-13)
 - k) Room Finishes, Door and Hardware Schedules (PG-18-14)
 - l) Minimum Requirements for A/E Submissions (PG-18-15)
 - m) Environmental Planning Guidance (PG-18-17)
 - n) HVAC Design Manual for Hospitals Amendment B
 - o) Lighting Study
 - p) Design Alerts
 - q) Quality Alerts
 - r) VA Signage Design Guide
 - s) Fire Protection Design Manual – Latest Edition
 - t) Cost Estimating
 - u) Physical Security Design Manuals for VA Facilities – Mission Critical Facilities
 - v) Energy Reduction Manual (First Draft)
3. TIL - Master Construction Specifications: <http://www.cfm.va.gov/til/spec.asp>
4. Department of Veterans Affairs Utilities Design Manual.

- B. Office of Construction & Facilities Management: <http://www.cfm.va.gov/index.asp>
1. VA Office of Facilities Management citations of the AIA design standards found on the world wide web at <http://cfm.va.gov.TIL/>
 2. VA Office of Health and Safety (OHS): <http://www1.va.gov/vasafety/>
 3. Construction Infection Control Risk Assessment Memorandum
- C. Other design and construction standards and publications that shall be applied to this work includes, but are not limited to:
1. American Society of Heating, Refrigerating and Air-Conditioning Engineers Manual (ASHRAE)
 2. National Fire Protection Association (NFPA) Codes & Standards - www.nfpa.org
 3. OSHA Rules and Regulations
 4. International Building Code (ICC) latest edition
 5. Life Safety Code (NFPA 101) latest edition
 6. The Joint Commission (TJC) Accreditation manual (latest edition)
 7. Sustainable Design Requirements (01 81 11)
 8. Construction Waste Management (01 74 19)
- D. Applicable sections of the *VA Master Construction Specifications* will be prepared by the Architect/Engineer, including all the necessary adaptations.
- E. Particular attention is called to CD4, *Symbol Identification of Contract Drawings*.
- F. Equipment symbols shall be in accordance with PG-18-6, *Equipment Reference Manual* (previously List of Equipment Symbols, H-08-6).
- G. Standard *Drawing Details*, in accordance with PG-18-4, shall be utilized to the greatest extent practicable.
- H. Cost estimates shall be developed in strict conformance with VA's *Manual for Preparation of Cost Estimates & Related Documents for VA Facilities (March 8, 2011)*. <http://www.cfm.va.gov/til/dManual/dmCost.pdf>
- I. *Guidelines for Design and Construction of Health Care Facilities*, Latest Edition, published by The Facilities Guidelines Institute (FGI). <http://www.fgiguideelines.org/>
- J. Physical Security Standard, compliance with Medical Center Policy 138-3 and VHA Handbook 0730/2 dated May 27, 2010 "Space Key Control".
- K. Plumbing System Design & Water Treatment/Design to prevent Legionnaires. VA Plumbing Design Manual and VHA Directive 2008-010, *PREVENTION OF LEGIONEELLA DISEASE*, and VHA Directive 2009-009, *DOMESTIC HOT WATER TEMPERATURE LIMITS FOR LEGIONELLA PREVENTION AND SCALD CONTROL*.
- L. Department of Veteran Affairs Personnel:
1. Engineering Facilities Management (FMS),
 - a) Primary:
 - (1) COR Name: **Frank Wales**
 - (2) COR Email: frank.wales@va.gov
 - b) Secondary:
 - (1) COR Name: **Miles Wilson**
 - (2) COR Email: miles.wilson2@va.gov
 2. Contracting Office – **Christy Glass**
 - a) Contracting Officer Email: Christy.Glass@va.gov

VIII. DESIGN AND DOCUMENT REQUIREMENTS:

- A. Design Requirements - Compliance with codes and standards.
1. Project design shall be in compliance with applicable standards and codes described in VA Program Guides and design materials included or referenced in the solicitation materials. See "Resources" above.
 2. See "Approved Construction documents", below, for required inclusion of design review comments.
 3. In the design of new building and alteration work under this contract, the Design-Build Team A/E shall consider all requirements (other than procedural requirements) of:
 - a) Zoning laws:
 - b) Environmental and erosion control regulations; and
 - c) Laws relating to landscaping, open space, minimum distance of a building from the property line, maximum height of a building, historic preservation, and esthetic qualities of a building. Also similar laws, of

the State and local political division, which would apply to the building if it, were not to be constructed or altered by the U.S. Government. The Design-Build Team A/E shall consult with appropriate officials of the Federal, state, and political subdivision, and submit plans under the rules prescribed by those reviewing authorities. The Design-Build Team A/E and VA shall give due consideration to the recommendations of the referenced building officials. VA will also permit inspection by the officials described above during the construction period in accordance with the customary schedule of inspections in the locality of the building construction. Such officials shall provide VA with a copy of the schedule before construction begins or give reasonable notice of their intention to inspect before conducting an inspection.

4. **THE DESIGN-BUILD TEAM A/E SHALL PROVIDE PROMPT, WRITTEN NOTIFICATION TO THE CONTRACTING OFFICER CONCERNING CONFLICTS WITH, OR RECOMMENDED DEVIATIONS FROM CODES, LAWS, REGULATIONS, STANDARDS, AND OPINIONS OF REVIEW OFFICIALS AS DESCRIBED ABOVE. NO WORK ALTERING OR INCREASING THE SCOPE OF THIS CONTRACT SHALL BE UNDERTAKEN PRIOR TO RECEIPT OF WRITTEN APPROVAL FROM THE CONTRACTING OFFICER.**
5. No action may be brought against the VA and no fine or penalty may be imposed for failure to carry out any of the previously described recommendations of Federal, state, or local officials. VA and its contractors, including A/E, shall not be required to pay any amount for any action taken by a state or political division of a state in carrying out functions described in this article, including reviewing plans, carrying out on-site inspections, issuing permits, and making recommendations.
6. The Design-Build Team A/E shall advise the Contracting Officer of any variances with the applicable Department of Labor, Occupational Safety and Health Standards, for occupancy requirements.

B. Design Review Meetings:

1. A review meeting to resolve design issues will be held for each design review package submitted. The meeting will include discussion of VA comments on functional relationships and technical peer review comments (by others).
2. Participants will include VA Staff and Design-Build Team A/E members as appropriate for the specific package to be reviewed and others. The Design-Build Team A/E members will each allow for (1) full day for each package design review meeting. Design-Build Team A/E management shall be present at each review meeting.
3. The DB team shall allow a minimum of fourteen (14) calendar days for each review cycle. A cycle includes:
 - a. The VA's receipt of the design review submission package.
 - b. The review meeting.
 - c. DB teams receipt of comments from the VA, either electronically, by fax, or by hard copy delivery.
4. Coordination of the review meeting schedules will be the responsibility of the VA Project Manager/COR (for the VA) and the Design-Build Team A/E Project Manager (for the Design-Build Team A/E). See Quality Assurance/Quality Control.

C. Design Review Submissions:

1. The Design-Build Team A/E shall prepare and submit complete construction documents for review and approval by the VA in accordance with standard professional practice and prevailing codes.
2. The documents may be divided into multiple review submission packages. The VA will review as many as six (6) package submissions (examples: demolition, civil, architectural, structural, mechanical, Electrical, plumbing etc.) to facilitate the start of construction.
3. All submission packages will be reviewed at **Schematic Design (25%), Design Development (50%), Construction Documents (75%) and Final Documents (100%)** completion stages. The (100%) review submission packages will incorporate the final review comments from the (75%) review. If any package is not complete for the required stage a post review may be required the cost of which will be borne by the DB Team. The (100%) set of drawings will be the final set of drawings that will be used for construction and stamped by engineer and architect of record.
4. Each review submission package shall include 3 hard copy sets (2 Full Size & 1 Half Size) and 1 PDF sets on CD-ROM. The package will include an index of drawings (by sheet number and title) and specifications (by section number and title) submitted. The packages will be distributed to the VA Project's COR, the VA Contracting Officer (CO) and others as determined to be appropriate by the VA.
5. Upon Contractor review of the TIL Specifications and Design Guidelines associated with the Project Scope of Work, the Design-Build Team A/E shall be responsible to prepare and submit for Government review and acceptance a full set of specifications (2 hard copies, 2 electronic), specific to the project, from the Master

Specifications located in the TIL. The Specifications shall be contractor modified to include VA Guidelines and Code requirements consistent with NFPA, IBC, FBC, FGI Guidelines for Design and Construction of Health Care Facilities, 2010 edition.

6. In addition to the Project Specific Specifications, the Contractor shall submit a binder of product cut sheets, MSDSs, and all required Contract submittals.
7. Contractor will be responsible to submit as-build CAD drawings at the end of the project reflecting the new floor layout changes to the VA Engineering office as part of the close out documents.

D. Electronic Media:

1. Design review submission drawings and final Construction Document submission drawings will be executed in electronic format AutoCAD version 2010 or backwards compatible format.
2. The drawings included will be available to the Design-Build Team A/E team in electronic format in AutoCAD version 2010 or PDF format for use in preparing the construction drawings if possible. Since data stored on electronic media can deteriorate undetected or be modified without the Architect/Engineer's knowledge, the CAD drawing files are provided without warranty or obligation on the part of the Architect/Engineer as to accuracy or information contained in the files. The user shall independently verify all information in the files. Any user shall agree to indemnify and hold the Architect Engineer harmless from any and all claims, damages, losses, and expenses including, but not limited to, attorney's fee arising out of the use of the CAD drawing files.
3. Design review submission specifications, final Construction Document submission specifications and other 8 1/2 by 11 formatted material will be executed in electronic format Microsoft Word
4. The specifications included shall be available to the Design-Build Team A/E in electronic format in Microsoft Word, for use in preparing the construction specifications. Since data stored on electronic media can deteriorate undetected or be modified without the Architect/Engineer's knowledge, the CAD version 2010 drawing files are provided without warranty or obligation on the part of the Architect/Engineer as to accuracy or information contained in the files. The design builder shall independently verify all information in the files and shall agree to indemnify and hold the Architect Engineer harmless from any and all claims, damages, losses, and expenses including, but not limited to, attorney's fee arising out of the use of the electronic files.
5. The construction record drawings shall be completed in at least AutoCAD version 2010 and backward compatible format. Designer/contractor will submit an AUTOCAD copy (as build drawings) after the completion of the project and before close out to the VA for engineering records and update tracking purposes.
6. Construction shop drawings are not required to be completed in AutoCAD.

E. Professional Licensing:

1. The Design-Build Team A/E who prepares the construction documents shall be a professional architect or engineer licensed in the state in which the design work is completed.
2. The professional seal indicating such license by the state shall appear on the final construction documents. The architect whose seal is shown will be known as the Architect of Record. The Design-Build Team A/E shall certify compliance with the VA RFP and all applicable codes.

F. Approved Construction Documents:

1. The final construction document submission package will be submitted by the Design-Build Team A/E for approval by the VA after completion of the 75% review cycle for the final package to be submitted by the Design-Build Team A/E. The VA will have 14 calendar days to take approval action.
2. The final construction documents submission package will include a full set of construction documents including all disciplines/packages.
3. The final construction documents submission package will incorporate all VA supplied comments from the earlier 25%, 50% and 75% submission package reviews and will comply with the VA requirements.
4. If the final construction documents submission package is not complete a post submittal may be required the cost of which will be borne by the Design-Build Team A/E.
5. The approved final construction documents include such details that the project can be constructed and will be used for construction of the project.

G. Construction Drawing Preparation - Mandatory material and equipment schedules and details may be indicated either on the drawings or in the specifications, at the option of the Design-Build Team A/E. The construction drawings shall include a coordinated set of the following. (Reference Program Guide, PG-18-15, Volume C)

1. **Architectural drawings:** including floor plans, building elevations, building sections, wall sections, reflected ceiling plans, stair details, toilet and bath details, door schedules and details, window schedules and details, room finish schedules, auto transport and other details.
 2. **Asbestos/Lead abatement:** drawings including site demolition plans and floor plans indicating asbestos abatement method.
- H. Construction Specifications - Project specifications shall include specifications for all products, materials, equipment, methods, and systems shown on the construction drawings in accordance with standard professional practice and the VA requirements. The specification submitted for review shall include:
1. The name of the manufacturer, the product name, model number, or other identification as appropriate to clearly identify the product that will be used in the construction of the project;
 2. Other data as appropriate to clearly identify the product that will be used in the construction of the project i.e. shop drawings, product data, and samples as required by the VA documents; and
 3. The required stamp of the licensed architect or engineer of record will be considered as certification of compliance with the project's requirements.
- I. Design Requirements – Compliance with codes and standards.
1. Project design shall be in compliance with applicable standards and codes described in VA Program Guides and design materials included or referenced in the solicitation materials.
 2. In the design of new building and alteration work under this contract, the Design-Build Team A/E shall consider all requirements (other than procedural requirements) of:
 - a. Zoning laws;
 - b. Environmental and erosion control regulations; and
 - c. Laws relating to landscaping, open space, minimum distance of a building from the property line, maximum height of a building, historic preservation, and esthetic qualities of a building. Also similar laws, of the State and local political division, which would apply to the building if it, were not to be constructed or altered by the U.S. Government.
 3. The Design-Build Team A/E shall consult with appropriate officials of the Federal, state, and political subdivision, and submit plans under the rules prescribed by those reviewing authorities. The A/E and VA shall give due consideration to the recommendations of the referenced building officials. VA will also permit inspection by the officials described above during the construction period in accordance with the customary schedule of inspections in the locality of the building construction. Such officials shall provide VA with a copy of the schedule before construction begins or give reasonable notice of their intention to inspect before conducting an inspection.
 4. The Design-Build Team A/E shall provide prompt, written notification to the Contracting Officer concerning conflicts with, or recommended deviations from codes, laws, regulations, standards, and opinions of review officials as described above. No work altering the scope of this contract shall be undertaken prior to receipt of written approval from the Contracting Officer.
 5. No action may be brought against the Design-Build Team A/E or VA and no fine or penalty may be imposed for failure to carry out any of the previously described recommendations of Federal, state, or local officials. The VA and its contractors, shall not be required to pay any amount for any action taken by a state or political division of a state in carrying out functions described in this article, including reviewing plans, carrying out on-site inspections, issuing permits, and making recommendations.
 6. The Design-Build Team A/E shall advise the Contracting Officer of any variances with the applicable Department of Labor, Occupational Safety and Health Standards, for occupancy requirements.

IX. QUALITY ASSURANCE/QUALITY CONTROL:

- A. To reduce design errors and omissions, the Design-Build Team A/E shall develop and execute a QA/QC plan that demonstrates the project plans and specifications have gone through a rigorous, thorough review and coordination effort.
- B. Within 2 weeks of receipt of Notice to Proceed, the Design-Build Team A/E will submit a detailed QA/QC plan describing each QA/QC task that will be taken during the development of the various design submission packages and the name of the Design-Build Team A/E member responsible for QA/QC.
 1. Upon its completion each task shall be initialed and dated by the responsible Design-Build Team A/E member.

2. A 100% completed QA/QC plan shall be submitted with the final construction document submission package.

X. CONSTRUCTION PERIOD SERVICES

A. Pre-Construction Meeting

The DB A/E, as part of the Design-Build Team A/E, shall participate in the pre-construction meeting with the VA and DB Contractor. The DB A/E shall be prepared to respond to the VA concerns, and shall provide overview of the design.

B. Site Visits & Inspections

1. During Construction Period Services, the DB A/E shall visit the job site as appropriate to the stage of construction to determine in general if the work is being performed in a manner indicating that the work, when completed, will be in accordance with the working drawings.
2. During the construction period the DB A/E shall make weekly visits to the project site when requested by the Contracting Officers Representative (COR). The Contracting Officers Representative (COR) may also request visits for special purposes. Only registered architects and engineers thoroughly familiar with the project may make these site visits. The Contracting Officers Representative (COR) has the prerogative to determine the professional discipline(s) required for any visit. The DB A/E shall observe the construction, advise the COR of any deviations or deficiencies or solutions to issues discussed. A site inspection report which includes the purpose of the inspection, items reviewed, deficiencies observed, recommendations and additional actions required, shall be furnished to the Contracting Officers Representative (COR) within three work days following the site visit date.

C. Disputes, Interpretations and Clarifications

Upon written request from the VA, the DB Contractor shall furnish to the VA, with reasonable promptness, in writing or in the form of drawings, interpretations of the Contract Documents prepared by the DB A/E, if, in the opinion of the VA, such interpretations are necessary for the proper execution or progress of the Work.

D. Other submittals

The DB team shall submit test results, certificates, manufacturer's instructions, manufacturer's field reports, etc. as required by the VA RFP specifications, to the VA Project Manager/COR.

E. Project record drawings

The Design-Build Team A/E will maintain a set of construction documents (field as-built drawings) to record actual construction changes during the construction process as required by the RFP specifications. The project record drawings will be available for review by the VA Resident Engineer at all times.

F. Shop drawings and submittals

The DB A/E shall check government furnished and/or the contractor's shop drawings, detail drawings, schedules, descriptive literature and samples, testing labor-laboratory reports, field test data and review the color, texture and suitability of materials for conformity with the RFP Documents and construction documents. The DB A/E shall recommend approval, disapproval, or other suitable disposition to the VA. The VA will have final approval authority. The DB A/E shall evaluate the submittals with reference to any companion submittals that constitute a system. When necessary, the DB A/E will request the Contractor to submit related components of a system before acting on a single component. Should this procedure be inappropriate, the DB A/E shall review all prior submittals for related components of the system before acting on a single component. The DB A/E may be required to hold joint reviews with the VA technical staff and /or the Contractor on complicated system submittals. The DB A/E shall notify the VA COR in writing of any and all deviations from the requirements of the construction documents that he has found in the submittals.

G. Inspections and Testing

1. DB A/E shall be present during one (1) Pre-Final inspection and one (1) Final inspection of Work and shall generate Punch List and forward the list to the VA with explanations of found deficiencies and/or omissions in work, and recommended correctives.
2. DB A/E shall review and approve, or take other appropriate action on test reports and Punch List items to be completed or corrected. DB A/E shall approve or disapprove test reports and forward findings to the VA for final disposition. DB Team shall forward approved inspection and testing document or lists to the VA for final disposition.

H. Review of Documents and Work Acceptance

On closeout of Construction Period Services, the Design-Build Team A/E shall certify that the Contract Documents requirements and intent have been satisfied, workmanship is Professional and at an acceptable level, submittals and other DB supplied Documents as required in Contract Documents are in order and stamped approved. However, the Government's final acceptance of the Work is at the discretion of the A and shall be authorized in writing by the VA Contracting Officer only.

I. Project Close-Out

The Design-Build Team A/E shall comply with the requirements in the "General Conditions", Section 01001, and "General Requirements", Section 01010, for submission of final RFP as built drawings, manuals, and other documents as noted. Required as built drawings and specifications will be submitted in the same format required for the construction documents.

J. AS-BUILT

The Design-Build Team A/E shall prepare and submit AS-BUILT drawings as developed from the Construction activities re-lined as-built. Drawings shall be submitted in AutoCAD 2010 (or earlier) format and shall reflect the actual as-built conditions. Stamp drawings in large red bold letters "AS-BUILT" in the lower right hand corner of all drawings. Drawings shall be submitted on full size consistent with previous requirements herein.

A.1 Proposal Submission Information for Phase I and Phase II

PROPOSAL SUBMITTAL AND AWARD INFORMATION:

AWARD

- a) This procurement will be a single award on a Best Value basis resulting from this solicitation to the responsible Offeror, whose technical/cost relationship represents the best value to the Government. Therefore, all offerors are advised that their best terms and conditions should be presented in their initial proposals and offerors should not assume that they will have an opportunity to participate in discussions or be asked to submit a revised offer. Each Offeror's proposal shall address the evaluation factors as incorporated under the Proposal Submittal header in this solicitation. Failure to provide the minimal information needed for each factor will result in the proposal being considered non-responsive.
- b) Award of a conforming proposal may be made without discussions, except for minor clarifications, if deemed to be within the best interests of the Government. However, offerors are advised that exchanges (discussions/negotiations) may occur if deemed necessary.
- c) The Government will award a firm fixed-price Design-Build contract to that responsible Offeror whose proposal, conforming to the solicitation, is fair and reasonable, and has been determined to be most advantageous to the Government, considering quality, price and other factors. The Government reserves the right to accept other than the lowest priced offer. The Government reserves the right to make cost/technical tradeoffs that are in the best interest and to the advantage of the Government. The right is also reserved to reject any and all offers.

PROPOSAL SUBMITTAL:

Submit your proposal packages to the Department of Veterans Affairs.

By Mail Delivery:

Attn: Christy Glass, CO - RFP #VA248-13-R-2357
 Orlando VA Medical Center
 5201 Raymond Street
 Lakemont Campus Rm 101
 Orlando FL 32803

Hand delivered (Monday-Friday, 8:30 am to 4:00 pm):

Attn: Christy Glass, CO -RFP # VA248-13-R-2357
 Orlando VA Medical Center
 2500 Lakemont Avenue, Rm 101
 Orlando FL 32814-6102

If Hand delivered, it is the Offeror's responsibility to make sure that its proposal is time-stamped by the VA Employee at Room 101 who receives the package.

The Time-stamped Documentation Sheet MUST be completed and attached to the Contractor's proposal package. Contractor may ask the VA Employee for a COPY of the Time-Stamped Documentation Sheet for Contractor's records.

PROPOSAL EVALUATION/SELECTION CRITERIA

Two-Phase Design-Build Selection and Evaluation Procedures

This will be a two-phased evaluation process utilizing the TRADE OFF PROCESS.

A tradeoff process is appropriate when it may be in the best interest of the Government to consider award to other than the lowest priced Offeror or other than the highest technically rated Offeror. FAR 15.101-1

1. ALL EVALUATION FACTORS, OTHER THAN COST OR PRICE, WHEN COMBINED, WILL BE SIGNIFICANTLY MORE IMPORTANT THAN COST OR PRICE. PAST PERFORMANCE EVALUATION IS DESCRIBED BELOW IN THE CRITERIA SECTION. EACH EVALUATION FACTOR, OTHER THAN COST OR PRICE WILL BE WEIGHTED APPROXIMATELY EQUAL.

2. For Phase I: Proposals consisting of Phase I Criteria will be accepted from all SDVOSB offerors. Phase I proposals will be evaluated to determine which offerors will submit proposals in Phase II.
3. For Phase II: Only a maximum of the five most highly rated Phase I proposals will be invited to submit a Phase II Proposal consisting of Phase II Criteria.
4. Phase I and Phase II: Evaluations are subjective based on the information provided in response to the information requested in the below evaluation factors.
5. Phase I and Phase II: The Contracting Officer, with the assistance of at least one qualified Technical Evaluator, will evaluate Technical Sections of each Proposal to determine the offer's ability to accomplish the work as set forth in this solicitation. Technical Evaluation will be based solely on the evaluation factors and criteria detailed below in PHASE I and PHASE II Sections.

PHASE I PROPOSAL FORMAT & CRITERIA

For Phase I - Offerors are to submit three (3) Hard copies of their proposal and two (2) electronic copies. Offerors shall prepare Technical Proposals with the Selection Criteria and Evaluation Factors in mind, in terms of both content and organization, to facilitate evaluation. Only electronic proposals in MS Word or PDF format on a CD will be accepted. NO EMAILED OR FAXED PROPOSALS WILL BE ACCEPTED.

PHASE I is to be more of a general type of proposal, not as greatly detailed as required for PHASE II. Therefore, an appropriate level of time and effort is advised.

a) Phase I Format and Criteria

TAB 0 - COVERPAGE with Solicitation Number, Project Title, Company Particulars to include DUNNS Number, Cage Code, Tax ID number, Principle points of contact, EMAIL ADDRESS, mailing address, phone numbers, etc

TAB 1 - SF 1442 – acknowledge amendments – **With Signature of entity personnel authorized** to bind the entity (Corporate Officer, Owner, President, etc...) **PLACE CONTRACTOR'S DUNS NUMBER ON STANDARD FORM 1442 AND CONTACT EMAIL ADDRESS.**

TAB 2 - Prime's General Contractor's or Mechanical Contractor's License AND Architecture/Engineering Firm, subcontractor or prime contractor, current, valid Florida Architecture license.

TAB 3 - Technical Approach - Narrative 5 page Max.

TAB 4 - Technical Qualifications –5 pages Max

TAB 5 - Experience -5 pages Max

TAB 6 - **Safety or Environmental Violations & Experience Modification Rate**

• PHASE I PROPOSAL SHALL BE EVALUATED BY THE FOLLOWING FACTORS:

Evaluation Factor 1: No TAB - Ability to follow Solicitation instructions and Proposal Organization, appearance, & completeness

Evaluation Factor 2: TAB 2 - For the Prime Construction Contractor, submit a Current, valid General Contractor's or Mechanical Contractor's License issued by any United States federal or state government agency **AND** for the Architecture/Engineering Firm, subcontractor or prime contractor, submit a current, valid Florida Architecture license.

Evaluation Factor 3: TAB 3. Technical Approach - Narrative 5 page Max.

- In a narrative format, describe how you will develop the project to achieve all the objectives of both the design and construction objectives of project. Include at minimum all aspects covered in to scope of work
- Identify the manufacturers of required equipment, which satisfy the Buy-American Act and relate to this project.
- Provide an example of a (CPM) Critical Path Method schedule which incorporates lead times for equipment in order to attain a scheduled completion date. (Not included in page limit.)

- Describe the techniques and methods to ensure an efficient, effective successful project completion including safety and energy saving aspects.

Evaluation Factor 4: TAB 4. Technical Qualifications –5 pages Max

- Briefly describe specialized experience and technical competence specifically related to this type of project of the prime contractor and/or subcontractor. Provide Certifications.
- Briefly describe the prime contractor's ability to obtain the necessary resources to perform this project.
- Disclose any and all negative licensing information and any pending litigation involving either the Architectural Contractor/firm or Construction Contractor/firm.
- Identity of Associations and Firm relationships: If there is a joint venture association of firms, identify the individual firms, describe the nature of the association and clearly identify contractual responsibilities of each firm. If your Firm is a construction contractor and elects to award a subcontract to an Architect-Engineer or multiple design firms for the design, the narrative or organization chart shall clearly identify all firms and contractual responsibilities established between all firms. If your Firm is an Architect-Engineer Firm and elects to award a subcontract to a construction contractor the narrative or organizational chart shall clearly identify all firms and contractual responsibilities established between all firms.

Evaluation Factor 5: TAB 5. Experience – 5 pages Max

- Submit relevant recent projects of the Offeror's team (including the architect-engineer and construction members); involving design build projects of a similar type of mechanical medical center work and similar price range, and the offeror served as the Prime Contractor. Recent is defined as Projects within the last five (5) years through the solicitation release date. Identify a minimum of 3 projects, but no more than 5 projects.
 - (a) Each example should include the following:
 - Description of project and dollar value
 - Identify all major subcontractors
 - Project completion time
 - At least one interior and exterior picture
 - (b) Each shall be from the following Experience categories:
 - Team Experience: Identify any projects that the designer and (prime) constructor have previously contractually teamed together to accomplish.
 - Constructor/Key Subs and/or Designer: Include examples, within the last 3 years (5 years for design firms), of design/build projects, in which the designer and/or constructor or key trade subcontractors have been involved, if any.
 - Joint Ventures: If Offeror represents the combining of two or more companies for the purpose of this RFP, then each company must list project examples, related to its role for this project.
 - Prime Contractor Experience: Provide examples of projects, within the last 3 years, in which the prime contractor has been involved, which are similar to this project in scope and magnitude
 - Design Firm(s) Experience: Provide examples of projects, within the last 5 years, in which each design firm has been involved, which are similar in scope and magnitude to their role on this project.

Evaluation Factor 6: No Tab. Past Performance –

- CO will check CPARS for past performance information and if available past VA projects..

Regulation Factor: TAB 6 (Not an Evaluation Factor, but Offeror must include) Safety/ Environmental Violations and Experience Modification Rate as it addresses Determination of Responsibility – see attached form.

- All Bidders/Offerors shall submit the following information pertaining to their past Safety Environmental record. The information shall contain, at a minimum, a certification that bidder/offeror has no more than three (3) serious, or one (1) repeat or one (1) willful OSHA any EPA violation(s) in the past three years.

- All Bidders/Offerors shall submit information regarding their current Experience Modification Rate (EMR) equal to or less than 1.0. This information shall be obtained from the Bidder /Offeror's insurance company and be furnished on the insurance carrier's letterhead. Self-insured contractors or other contractors that cannot provide their EMR rating on insurance letterhead must obtain a rating from the National Council on Compensation Insurance, (NCCI) by completing/submitting form ERM-6 and providing the rating on letterhead from
- Note: Self insured contractors or other contractors that cannot provide EMR rating on insurance letterhead from the states or territories of CA, DE, MI, NJ, ND, OH, PA, WA, WY, and PR obtain their EMR rating from their state run worker's compensation insurance rating bureau.
- A *Determination of Responsibility* will be accomplished for the apparent awardee prior processing the award. The above information, along with other information obtained from Government systems, such as the OSHA and EPA online inspection history databases used to make the *Determination of Responsibility*. Failure to affirm being within the guidelines above or submit this information will result in a determination of "Non-Responsibility" for bidder/offeror.
- NOTE: Any information received by the Government that would cause for negative *Determination of Responsibility* will make the bidder/offeror ineligible for award.
- This requirement is applicable to all subcontracting tiers, and prospective prime contractors responsible for determining the responsibility of their prospective subcontractors

PHASE II PROPOSAL FORMAT & CRITERIA

For Phase II - Only from Phase I Offerors, NOTIFIED as Selected for Phase II, are to submit three (3) Hard copies of their proposal and two (2) electronic copies. Offerors shall prepare Technical Proposals with the Selection Criteria and Evaluation Factors in mind, in terms of both content and organization, to facilitate evaluation. Only electronic proposals in MS Word or PDF format on a CD with hardcopies of original bonds will be accepted. BID GUARANTEES ARE REQUIRED FOR PHASE II. See 52.228-1 BID GUARANTEE. NO EMAILED OR FAXED PROPOSALS WILL BE ACCEPTED. **PROPOSAL MUST BE SUBMITTED BY MAIL OR HAND DELIVERY.**

(1) BINDER 1

TAB 0. General Information

Cover Page with Solicitation Number, Project Title, Company Particulars to include DUNNS Number, Cage Code, Tax ID number, Principle points of contact, EMAIL ADDRESS, mailing address, phone numbers, etc

TAB 1 Technical Approach - (10 pages Max)

TAB 2 Technical Qualifications - (10 pages Max)

TAB 3 Identity of Associations and Firm Relationships- (15 pages Max)

TAB 4 Experience - (10 pages Max)

TAB 5 Past Performance - (10 pages Max)

TAB 6 Quality Control Plan - (5 pages Max)

TAB 7 Warranty Support - (1 page Max)

(2) BINDER 2 – separate Binder that can be easily removed from Binder one so that pricing may be evaluated separately from all other factors.

TAB 0: SF 1442 – acknowledge amendments form both Phase I and Phase II– **must have Signature of entity personnel authorized** to bind the entity (Corporate Officer, Owner, President, etc...) **PLACE CONTRACTOR'S DUNS NUMBER ON STANDARD FORM 1442 AND CONTACT EMAIL ADDRESS.**

TAB 1 Offer Guarantee/Bid Bond

TAB 2 Price Breakdown

- Part 1- General pricing breakdown
- Part 2-
 - Detailed breakdown
 - Narrative

EACH CONTRACTOR'S PHASE II PROPOSAL SHALL ADDRESS THE FOLLOWING EVALUATION FACTORS.

Evaluation Factor 0 -No TAB Ability to follow Solicitation instructions and Proposal Organization, appearance, & completeness

Evaluation Factor 1: TAB 1 Technical approach - Narrative 10 pages Max. (Any drawings are not included in page count.)

- In a narrative format, describe the steps as to how the prime contractor will develop the project to achieve the project objectives in accordance with the Scope of Work.
- Describe the techniques and methods to ensure energy efficiency and other relevant project concerns.
- Identify the manufacturers of required equipment, which satisfy the Buy-American Act and relate to this project.
- Submit a preliminary (CPM) Critical Path Method schedule for the design and construction satisfying the requirements of this project. The schedule should show the critical paths of installation from beginning to end (design, equipment lead time, mobilization, demolition, installation, finalization etc). Most importantly, the schedule should show length of downtime required.
- Describe any technical difficulties that may be encountered in a project of this type. Provide a narrative of preventative measures or solutions to overcome these issues.

Evaluation Factor 2: TAB 2 Technical qualifications – (10 pages Max)

- Briefly describe the prime contractor's specialized experience and technical competence specifically related to this type of project.
- Briefly describe ability to obtain the necessary resources to perform this project.
- Capability to perform:
 - Provide Offeror's total bonding capacity, current available bonding capacity and expected available capacity in 2012 and 2013
 - Provide Offeror's current workload and availability of adequate staff listed under Project Personnel Experience to manage the project. Include project schedules for current and pending projects, as well as the anticipated impact of this project on those schedules and staffing plans.
 - Disclose any and all negative licensing information and any pending litigation involving any of the proposed firms that will be either Prime or Sub contractors on this project.
 - For the Prime Construction Contractor, submit a Current, valid General Contractor's or Mechanical Contractor's License issued by any United States federal or state government agency, AND for the Architecture/Engineering Firm, subcontractor or prime contractor, submit a current, valid Florida Architecture/Engineer license.

Evaluation Factor 3: TAB 3 - Identity of Associations and Firm relationships:

- Project Organizational Chart and Narrative (15 pages max) - Clearly describe the prime responsible firm (or firms if a J/V, also describe the nature of the association),
- Management approach and Key personnel
 - Identify key personnel to be assigned to the project, to include principal managers, designers and technical personnel Construction project manager, onsite supervisor, with overall site responsibility, superintendent of the contractor's own forces, manager of subcontracts, quality control manager and the project scheduler who will be directly responsible for the day-to-day design and construction activities. If reassignment of personnel is considered possible, provide the names and resumes of the alternative professionals in each assignment. Provide a list all consultants and all proposed major subcontractors, including telephone number, address, and name of contact.
 - Onsite Design-Construct Management Team: Describe the onsite design-construct management team organization. Describe the plan for managing acquisition, execution, and administration. Describe the Project team's previous experience in managing CPM software.
 - Quality Control Team: Describe the quality control team organization. Provide the specific description of the tasks and functions of the quality control personnel. Identify where each position will be physically located (e.g., field office, home office, designer's office, etc.). Clearly identify each member's employer. Describe the Project team Quality Assurance program and safety record.

Evaluation Factor 4: TAB 4 - Experience (10 pages Max)

Submit relevant and present Past Performance of Offeror's team (including the architect-

- Submit relevant recent projects of the Offeror's team (including the architect-engineer and construction members); involving design build projects of a similar type of mechanical medical center work and similar price range, and the offeror served as the Prime Contractor. Recent is defined as Projects within the last five (5) years through the solicitation release date. Identify a minimum of 3 projects, but no more than 5 projects.
 - (a) Each example should include the following:
 - Description of project and dollar value
 - Identify all major subcontractors
 - Project completion time
 - At least one interior and exterior picture
 - (b) Each shall be from the following Experience categories:
 - Team Experience: Identify any projects that the designer and (prime) constructor have previously contractually teamed together to accomplish.
 - Constructor/Key Subs and/or Designer: Include examples, within the last 3 years (5 years for design firms), of design/build projects, in which the designer and/or constructor or key trade subcontractors have been involved, if any.
 - Joint Ventures: If Offeror represents the combining of two or more companies for the purpose of this RFP, then each company must list project examples, related to its role for this project.
 - Prime Contractor Experience: Provide examples of projects, within the last 3 years, in which the prime contractor has been involved, which are similar to this project in scope and magnitude
 - Design Firm(s) Experience: Provide examples of projects, within the last 5 years, in which each design firm has been involved, which are similar in scope and magnitude to their role on this project.
- Provide Project Client Overall Satisfaction Status Information with Offer proposal from projects submitted under Past Performance- Experience. See attachment titled Project Client Overall Satisfaction Status Information. Offeror may fill out this form and certify as to the provided answers. Offeror's Client may be contacted to confirm information provided.

Evaluation Factor 5: TAB 5 - Past Performance – Provide 3 past performance evaluations – see included Project Client Overall Satisfaction Status Information sheet to be turned in by Offeror with proposal. Include contact information of past performance evaluators for verification purposes.

Evaluation Factor 6: TAB 6 - Quality Control Plan- (5 page max)

- Develop a brief plan of monitoring to ensure a high level of design and construction quality. Include some of the following characteristics:
- The specific policy establishing schedules for the performance of quality control tasks.
- A policy for reporting quality control findings to the Contracting Officer.
- A procedure whereby the Contracting Officer may resolve disputes that have not received satisfactory responses from the first levels of quality control personnel.
- A plan for material storage and protection.
- The plan for review, evaluation, and Contractor quality control of design submittals, prior to Government receipt.
- Procedures for involving key subcontractors in the design development
- Procedures for successfully integrating the Design-Builder's quality control program with the Government's quality assurance program
- Describe the precautions taken to avoid damages to facility buildings (include pre-existing conditions!) and surrounding properties and the remediation that will take place if damage is done.
- Prohibiting smoking in or adjacent to construction areas. (Provide your company's Written policy)
- Developing and enforcing storage, housekeeping, and debris removal practices that reduce the buildings flammable and combustible fire load to the lowest feasible level. (Work plan/documented)

Evaluation Factor 7: TAB 7 - Warranty Support (Max 1 page): Describe the organization to be established for warranty support.

Evaluation Factors BINDER 2 -- separate Binder that can be easily removed from Binder one so that pricing may be evaluated separately from all other factors.

TAB 2 - Price – Pricing shall be formatted in a separate binder that can be easily removed from the rest of the Offeror's Proposal so it can be independently evaluated. It shall contain two separate parts.

- A separate Price Schedule needs to be submitted for the Base and each Bid Deduct, if any.
- Part 1 shall be General Cost Elements and Part 2 shall be a Detailed Cost Breakdown and a Narrative.

Part 1 Pricing This simple one-page summary consisting of six lump sum figures were requested by the evaluation team to facilitate VA review of pricing. Provide lump sums for **each bid** (Base bid and each Bid deduct) for the following categories:

- Total Labor for entire project,
- Total Materials costs for entire project,
- Total Other Direct costs for entire project,
- Total Overhead for entire project,
- Total G&A for entire project,
- Total Profit for entire project.

- Part 2 Pricing. This is to be a DETAILED breakdown as provided in the solicitation example (See attached example of a suggested price breakdown format).

A breakdown is required to ensure a price reasonableness determination as required by the FAR and VAAR, for example by being able to review that Vendor has priced all individual SOW areas and that each item is priced reasonably, etc...

- The precise format of the detailed breakdown is strongly suggested. However, alternative breakdown formats may be submitted. The provided example is only to demonstrate the minimum level of breakdown required.
- Explanation on Part 2 narrative -> Please feel free to include any information relevant. Vendor is not required to include information on i, ii, iii, or iv below. However, see following comments to clarify as to what these elements are referencing or why Vendor may want to include a statement.
 1. Basis of price -> This is to assist the Vendor & VA by documenting any relevant sources that Vendor may be relying on for pricing.
 2. Clarifications-> Maybe the SOW says rebuilt x, y, z are to be used. However, due to the situation, Vendor can provide new x, y, z cheaper than re-built ones. Vendor would state that pricing is for new x, y, z and not re-built x, y, z.
 3. Exclusions: Vendor may state that pricing does not include A,B,C ... anything that Vendor does not want VA to infer that is in Vendor pricing that customarily may be included or along with such type of items.
 4. Rationale for rates used, etc... an example: Suppose a vendor has an incredibly low price on an item, maybe because Vendor owns all specialized equipment to conduct the work, here is where Vendor could explain the extremely lower-than-market pricing. Or, maybe Vendor is going to resale scrap to make up profit, so that is why a particular item price is so low because it incorporates a credit for the scrap. A note could be included. That way VA is aware of Vendor's intention & Vendor's reliance on the scrap, etc.

Project Client Overall Satisfaction Status Information
PAST PERFORMANCE EVALUATION

Project Title:

Start and End Date of Project:

Cost Magnitude of Project:

Project Client Contact Information:

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1. Were key personnel responsive to client needs?
2. Did key personnel have the authority to meet the project objectives?
3. Were key personnel responsive to client requested changes?
4. Was the client satisfied with technical knowledge of key personnel?
5. Would the client like to use this firm again?
6. Was the staffing level consistent with the project size and complexity?
7. Was communication of schedule and/or problem issues adequate and consistent?
8. Was the team's response time to client's questions acceptable?
9. Did the offeror's or subcontractor's performance conform to the terms of the contract?
10. Did contractor provide payment and performance bonds in a timely manner?
11. After contract award, were change orders issued due to deficiencies in contractor's original proposal?

Phase II Detailed Price Breakdown Estimate **for Example Purposes only** – Offerors shall not rely on this example for estimate of materials, quantities, lengths, etc.. Offerors shall provide pricing based on Offeror's own investigation and industry knowledge.

Qty	Description	Unit	Mat.	Labor	Equip.	Total
1	Lead Paint Remediation, plans and Methods, lead Abatement Remediation Plan	Ea.				
400	Removal of lead-based paint, by chemicals, per application, baseboard, to 6" wide, conduit	L.F.				
17267	Removal of lead-based paint, by chemicals, per application, siding and roof	S.F.				
1200	Removal of lead-based paint, by chemicals, per application, trusses, open	S.F. Face				
12	Asbestos Abatement Equipment, negative air machine, 1800 CFM	Ea.				
17264	Preparation of asbestos containment area, pre-cleaning, HEPA vacuum and wet wipe, flat surfaces	S.F.				
10000	Preparation of asbestos containment area, separation barrier, 2" x 4" @ 16", 1/2" plywood each side, 16' high	S.F.				
10000	Preparation of asbestos containment area, cover surfaces with polyethylene sheeting, floors, each layer, 6 mil, incl. glue & tape	S.F.				
20	OSHA Testing, certified technician, max	Day				
20	OSHA Testing, industrial hygienist, max	Day				
20	OSHA Testing, cleaned area samples	Ea.				
40	Cleaning up, cleaning up the floor at the end of each shift, continuous	Day				
17264	Paints and Coatings, walls and ceilings, interior, concrete, drywall, plaster, zero voc latex, 2 coats, smooth, roller	S.F.				
1500	Paints and Coatings, miscellaneous interior, pipe paint 2 coats, zero voc latex, beams	L.F.				
600	Paints and Coatings, miscellaneous interior, pipe paint 2 coats, zero voc latex, conduit	L.F.				
250	Crack repair, epoxy injection, 1/4" wide, 12" deep, includes chipping, sand blasting and cleaning	L.F.				
15	Hazardous waste cleanup/pickup/disposal, solid pickup, 55 gallon drums	Ea.				
400	Scaffolding Specialties, sidewalk bridge, tubular steel scaffold frames, incl. planking	L.F.				

Project Cost:	
Design Services / Fees:	
Design Supplemental Cost:	

Supervision	
General Conditions	
Overhead	
Profit	
Bond	
Total Project Cost:	

Safety or Environmental Violations and Experience Modification Rate

“All Bidders/Offerors shall submit the following information pertaining to their past Safety Environmental record. The information shall contain, at a minimum, a certification that bidder/offeror has no more than three (3) serious, or one (1) repeat or one (1) willful OSHA any EPA violation(s) in the past three years.

All Bidders/Offerors shall submit information regarding their current Experience Modification Rate (EMR) equal to or less than 1.0. This information shall be obtained from the bidder's/offeror's insurance company and be furnished on the insurance carrier's letterhead. Self insured contractors or other contractors that cannot provide their EMR rating on insurance letterhead must obtain a rating from the National Council on Compensation Insurance, (NCCI) by completing/submitting form ERM-6 and providing the rating on letterhead from Note:

Self insured contractors or other contractors that cannot provide EMR rating on insurance letterhead from the states or territories of CA, DE, MI, NJ, ND, OH, PA, WA, WY, and PR obtain their EMR rating from their state run worker's compensation insurance rating bureau.

A *Determination of Responsibility* will be accomplished for the apparent awardee prior processing the award. The above information, along with other information obtained from Government systems, such as the OSHA and EPA online inspection history databases used to make the *Determination of Responsibility*. Failure to affirm being within the guidelines above or submit this information will result in a determination of “Non-Responsibility” for bidder/offeror.

NOTE: Any information received by the Government that would cause for negative *Determination of Responsibility* will make the bidder/offeror ineligible for award.

This requirement is applicable to all subcontracting tiers, and prospective prime contractors responsible for determining the responsibility of their prospective subcontractors. “

**OPTIONAL SAMPLE FORM FOR BIDDER/OFFEROR TO COMPLETE & SUBMIT
WITH BID/PROPOSAL (FROM CFM WEBSITE)**

Pre-Award Contractor Evaluation Form

Company Name: _____
 Address: _____
 Telephone: _____ Fax: _____
 Email: _____
 Contact: _____

Category	2009	2010	2011	2012
Number of man hours (jobsite and office).				
Number of cases involving days away from work, restricted activity, or both (Column H and I of OSHA 300).				
Days away, restricted, or transferred rate (# of days away, restricted, or transferred cases x 200,000/# of man hours) (DART Rate).				
Number of serious, willful, or repeat violations from OSHA within the last 3 years. Please attach explanation for any violations. (Four serious, one repeat, or one willful disqualifies the contractor.)				

Utilizing your OSHA 300 Forms, please complete the following information:

Please attach copies of the following documents: OSHA 300 and 300a Forms. These forms can be accessed through the OSHA publications search page: <http://www.osha.gov/pls/publications/publication.html>.

1. Provide your six-digit North American Industrial Classification System (NAICS) Code for this acquisition:

2. Who administers your company's Safety and Health Program?
3. Company's Insurance Experience Modification Rate (EMR) for the past 3 years (an EMR of greater than 1.0 disqualifies the contractor): _____

A.2 02 83 33.13 Lead-Based Paint Removal and Disposal

**SECTION 02 83 33.13
LEAD-BASED PAINT REMOVAL AND DISPOSAL**

SPEC WRITER NOTE:

Delete between // _____ // if not applicable to project. Also delete any other item or paragraph not applicable in the section and renumber the paragraphs.

PART 1 - GENERAL**1.1 DESCRIPTION**

This section specifies abatement and disposal of lead-based paint (LBP) and controls needed to limit occupational and environmental exposure to lead hazards.

1.2 RELATED WORK

- A. Section 02 82 11, TRADITIONAL ASBESTOS ABATEMENT.
- B. Section 02 41 00, DEMOLITION.
- C. Section 09 91 00, PAINTING.

1.3 APPLICABLE PUBLICATIONS

- A. The publications listed below form a part of this specification to the extent referenced. The publications are referred to in the text by basic designation only.
- B. Code of Federal Regulations (CFR):
 - CFR 29 Part 1910.....Occupational Safety and Health Standards
 - CFR 29 Part 1926.....Safety and Health Regulations for Construction
 - CFR 40 Part 148.....Hazardous Waste Injection Restrictions
 - CFR 40 Part 260.....Hazardous Waste Management System: General
 - CFR 40 Part 261.....Identification and Listing of Hazardous Waste
 - CFR 40 Part 262.....Standards Applicable to Generators of Hazardous Waste
 - CFR 40 Part 263.....Standards Applicable to Transporters of Hazardous Waste
 - CFR 40 Part 264.....Standards for Owners and Operations of Hazardous Waste Treatment, Storage, and Disposal Facilities
 - CFR 40 Part 265.....Interim Status Standards for Owners and Operators of Hazardous Waste Treatment, Storage, and Disposal Facilities
 - CFR 40 Part 268.....Land Disposal Restrictions
 - CFR 49 Part 172.....Hazardous Material Table, Special Provisions, Hazardous Material Communications, Emergency Response Information, and Training Requirements
 - CFR 49 Part 178.....Specifications for Packaging
- C. National Fire Protection Association (NFPA):
 - NFPA 701-2004.....Methods of Fire Test for Flame-Resistant Textiles and Films
- D. National Institute for Occupational Safety And Health (NIOSH)
 - NIOSH OSHA Booklet 3142..... Lead in Construction
- E. Underwriters Laboratories (UL)
 - UL 586-1996 (Rev 2009)..... High-Efficiency, Particulate, Air Filter Units
- F. American National Standards Institute
 - Z9.2-2006.....Fundamentals Governing the Design and Operation of Local Exhaust Systems
 - Z88.6-2006.....Respiratory Protection

1.4 DEFINITIONS

- A. Action Level: Employee exposure, without regard to use of respirations, to an airborne concentration of lead of 30 micrograms per cubic meter of air averaged over an 8-hour period. As used in this section, "30 micrograms per cubic meter of air" refers to the action level.

- B. Area Monitoring: Sampling of lead concentrations within the lead control area and inside the physical boundaries which is representative of the airborne lead concentrations which may reach the breathing zone of personnel potentially exposed to lead.
- C. Physical Boundary: Area physically roped or partitioned off around an enclosed lead control area to limit unauthorized entry of personnel. As used in this section, "inside boundary" shall mean the same as "outside lead control area."
- D. Certified Industrial Hygienist (CIH): As used in this section, refers to an Industrial Hygienist employed by the Contractor and is certified by the American Board of Industrial Hygiene in comprehensive practice.
- E. Change Rooms and Shower Facilities: Rooms within the designated physical boundary around the lead control area equipped with separate storage facilities for clean protective work clothing and equipment and for street clothes which prevent cross- contamination.
- F. Competent Person: A person capable of identifying lead hazards in the work area and is authorized by the contractor to take corrective action.
- G. Decontamination Room: Room for removal of contaminated personal protective equipment (PPE).
- H. Eight-Hour Time Weighted Average (TWA): Airborne concentration of lead averaged over an 8-hour workday to which an employee is exposed.
- I. High Efficiency Particulate Air (HEPA) Filter Equipment: HEPA filtered vacuuming equipment with a UL 586 filter system capable of collecting and retaining lead-contaminated paint dust. A high efficiency particulate filter means 99.97 percent efficient against 0.3 micron size particles.
- J. Lead: Metallic lead, inorganic lead compounds, and organic lead soaps. Excluded from this definition are other organic lead compounds.
- K. Lead Control Area: An enclosed area or structure with full containment to prevent the spread of lead dust, paint chips, or debris of lead-containing paint removal operations. The lead control area is isolated by physical boundaries to prevent unauthorized entry of personnel.
- L. Lead Permissible Exposure Limit (PEL): Fifty micrograms per cubic meter of air as an 8-hour time weighted average as determined by 29 CFR 1910.1025. If an employee is exposed for more than 8 hours in a work day, the PEL shall be determined by the following formula. $PEL \text{ (micrograms/cubic meter of air)} = 400/\text{No. of hrs worked per day}$
- M. Personnel Monitoring: Sampling of lead concentrations within the breathing zone of an employee to determine the 8-hour time weighted average concentration in accordance with 29 CFR 1910.1025. Samples shall be representative of the employee's work tasks. Breathing zone shall be considered an area within a hemisphere, forward of the shoulders, with a radius of 150 mm to 225 mm (6 to 9 inches) and the center at the nose or mouth of an employee.

1.5 QUALITY ASSURANCE

- A. Before exposure to lead-contaminated dust, provide workers with a comprehensive medical examination as required by 29 CFR 1926.62 (I) (1) (i) & (ii). The examination shall not be required if adequate records show that employees have been examined as required by 29 CFR 1926.62(I) without the last year.
- B. Medical Records: Maintain complete and accurate medical records of employees in accordance with 29 CFR 1910.20.
- C. CIH Responsibilities: The Contractor shall employ a certified Industrial Hygienist who will be responsible for the following:
 - 1. Certify Training.
 - 2. Review and approve lead-containing paint removal plan for conformance to the applicable referenced standards.
 - 3. Inspect lead-containing paint removal work for conformance with the approved plan.
 - 4. Direct monitoring.
 - 5. Ensure work is performed in strict accordance with specifications at all times.
 - 6. Ensure hazardous exposure to personnel and to the environment are adequately controlled at all times.
- D. Training: Train each employee performing paint removal, disposal, and air sampling operations prior to the time of initial job assignment, in accordance with 29 CFR 1926.62.
- E. Training Certification: Submit certificates signed and dated by the CIH and by each employee stating that the employee has received training.
- F. Respiratory Protection Program:

1. Furnish each employee required to wear a negative pressure respirator or other appropriate type with a respirator fit test at the time of initial fitting and at least every 6 months thereafter as required by 29 CFR 1926.62.
 2. Establish and implement a respiratory protection program as required by 29 CFR 1910.134, 29 CFR 1910.1025, and 29 CFR 1926.62.
- G. Hazard Communication Program: Establish and implement a Hazard Communication Program as required by 29 CFR 1910.1200.
- H. Hazardous Waste Management: The Hazardous Waste Management plan shall comply with applicable requirements of Federal, State, and local hazardous waste regulations and address:
1. Identification of hazardous wastes associated with the work.
 2. Estimated quantities of wastes to be generated and disposed of.
 3. Names and qualifications of each contractor that will be transporting, storing, treating, and disposing of the wastes. Include the facility location and a 24-hour point of contact. Furnish two copies of //EPA// //state// //and// //local// hazardous waste //permit applications// //permits// //and// //EPA Identification numbers//.
 4. Names and qualifications (experience and training) of personnel who will be working on-site with hazardous wastes.
 5. List of waste handling equipment to be used in performing the work, to include cleaning, volume reduction, and transport equipment.
 6. Spill prevention, containment, and cleanup contingency measures to be implemented.
 7. Work plan and schedule for waste containment, removal and disposal. Wastes shall be cleaned up and containerized daily.
 8. Cost for hazardous waste disposal according to this plan.
- I. Safety and Health Compliance:
- SPEC WRITERS NOTE: Include applicable state, regional, and local laws, regulations, and statutes.**
1. In addition to the detailed requirements of this specification, comply with laws, ordinances, rules, and regulations of federal, state, and local authorities regarding removing, handling, storing, transporting, and disposing of lead waste materials. Comply with the applicable requirements of the current issue of 29 CFR 1910.1025. Submit matters regarding interpretation of standards to the Contracting Officer for resolution before starting work.
 2. Where specification requirements and the referenced documents vary, the most stringent requirements shall apply.
 3. The following local laws, ordinances, criteria, rules and regulations regarding removing, handling, storing, transporting, and disposing of lead-contaminated materials apply:
 - a. // _____ //
 - b. // _____ //
 - c. // _____ //
- J. Pre-Construction Conference: Along with the CIH, meet with the Contracting Officer to discuss in detail the lead-containing paint removal work plan, including work procedures and precautions for the work plan.

1.6 SUBMITTALS

- A. Submit the following in accordance with Section 01 33 23, SHOP DRAWINGS, PRODUCT DATA, AND SAMPLES.
- B. Manufacturer's Catalog Data:
 - Vacuum filters
 - Respirators
- C. Instructions: Paint removal materials. Include applicable material safety data sheets.
- D. Statements Certifications and Statements:
 1. Qualifications of CIH: Submit name, address, and telephone number of the CIH selected to perform responsibilities in paragraph entitled "CIH Responsibilities." Provide previous experience of the CIH. Submit proper documentation that the Industrial Hygienist is certified by the American Board of Industrial Hygiene in comprehensive practice, including certification number and date of certification/recertification.

2. Testing Laboratory: Submit the name, address, and telephone number of the testing laboratory selected to perform the monitoring, testing, and reporting of airborne concentrations of lead. Provide proper documentation that persons performing the analysis have been judged proficient by successful participation within the last year in the National Institute for Occupational Safety and Health (NIOSH) Proficiency Analytical Testing (PAT) Program. The laboratory shall be accredited by the American Industrial Hygiene Association (AIHA). Provide AIHA documentation along with date of accreditation/reaccreditation.
3. Lead-Containing Paint Removal Plan:
 - a. Submit a detailed job-specific plan of the work procedures to be used in the removal of lead-containing paint. The plan shall include a sketch showing the location, size, and details of lead control areas, location and details of decontamination rooms, change rooms, shower facilities, and mechanical ventilation system.
 - b. Include in the plan, eating, drinking, smoking and restroom procedures, interface of trades, sequencing of lead related work, collected wastewater and paint debris disposal plan, air sampling plan, respirators, protective equipment, and a detailed description of the method of containment of the operation to ensure that airborne lead concentrations of 30 micrograms per cubic meter of air are not exceeded outside of the lead control area.
 - c. Include air sampling, training and strategy, sampling methodology, frequency, duration of sampling, and qualifications of air monitoring personnel in the air sampling portion on the plan.
4. Field Test Reports: Monitoring Results: Submit monitoring results to the Contracting Officer within 3 working days, signed by the testing laboratory employee performing the air monitoring, the employee that analyzed the sample, and the CIH.
5. Records:
 - a. Completed and signed hazardous waste manifest from treatment or disposal facility.
 - b. Certification of Medical Examinations.
 - c. Employee training certification.

PART 2 PRODUCTS

PAINT REMOVAL PRODUCTS: Submit applicable Material Safety Data Sheets for paint removal products used in paint removal work. Use the least toxic product, suitable for the job and acceptable to the Industrial Hygienist.

PART 3 EXECUTION

3.1 PROTECTION

- A. Notification: Notify the Contracting Officer or COR 21 days prior to the start of any paint removal work.
- B. Lead Control Area Requirements.
 1. Establish a lead control area by completely enclosing with // containment screens // // _____ // the area or structure where lead-containing paint removal operations will be performed.
 2. Contain removal operations by the use of a negative pressure full containment system with at least one change room and with HEPA filtered exhaust.
- C. Protection of Existing Work to Remain: Perform paint removal work without damage or contamination of adjacent areas. Where existing work is damaged or contaminated, restore work to its original condition.
- D. Boundary Requirements: Provide physical boundaries around the lead control area by roping off the area [designated on the drawings] or providing curtains, portable partitions or other enclosures to ensure that airborne concentrations of lead will not reach 30 micrograms per cubic meter of air outside of the lead control area.
- E. Heating, Ventilating and Air Conditioning (HVAC) Systems: Shut down, lock out, and isolate HVAC systems that supply, exhaust, or pass through the lead control areas. Seal intake and exhaust vents in the lead control area with 6-mil plastic sheet and tape. Seal seams in HVAC components that pass through the lead control area.
- F. Change Room and Shower Facilities: Provide clean change rooms and shower facilities within the physical boundary around the designated lead control area in accordance with requirements of 29 CFR 1926.62.
- G. Mechanical Ventilation System:
 1. Use adequate ventilation to control personnel exposure to lead in accordance with 29 CFR 1926.57.
 2. To the extent feasible, use fixed local exhaust ventilation connected to HEPA filters or other collection systems, approved by the industrial hygienist. Local exhaust ventilation systems shall be designed, constructed, installed, and maintained in accordance with ANSI Z9.2.

3. If air from exhaust ventilation is recirculated into the work place, the system shall have a high efficiency filter with reliable back-up filter and controls to monitor the concentration of lead in the return air and to bypass the recirculation system automatically if it fails. Air may be recirculated only where exhaust to the outside is not feasible.
- H. Personnel Protection: Personnel shall wear and use protective clothing and equipment as specified herein. Eating, smoking, or drinking is not permitted in the lead control area. No one will be permitted in the lead control area unless they have been given appropriate training and protective equipment.
- I. Warning Signs: Provide warning signs at approaches to lead control areas. Locate signs at such a distance that personnel may read the sign and take the necessary precautions before entering the area. Signs shall comply with the requirements of 29 CFR 1926.62.

3.2 WORK PROCEDURES

- A. Perform removal of lead-containing paint in accordance with approved lead-containing paint removal plan. Use procedures and equipment required to limit occupational and environmental exposure to lead when lead-containing paint is removed in accordance with 29 CFR 1926.62, except as specified herein. Dispose of removed paint chips and associated waste in compliance with Environmental Protection Agency (EPA), federal, state, and local requirements.
- B. Personnel Exiting Procedures:
 1. Whenever personnel exit the lead-controlled area, they shall perform the following procedures and shall not leave the work place wearing any clothing or equipment worn during the work day:
 - a. Vacuum themselves off.
 - b. Remove protective clothing in the decontamination room, and place them in an approved impermeable disposal bag.
 - c. Shower.
 - d. Change to clean clothes prior to leaving the physical boundary designated around the lead-contaminated job site.
- C. Monitoring: Monitoring of airborne concentrations of lead shall be in accordance with 29 CFR 1910.1025 and as specified herein. Air monitoring, testing, and reporting shall be performed by a CIH or an Industrial Hygiene (IH) Technician who is under the direction of the CIH:
 1. The CIH or the IH Technician under the direction of the CIH shall be on the job site directing the monitoring, and inspecting the lead-containing paint removal work to ensure that the requirements of the Contract have been satisfied during the entire lead-containing paint removal operation.
 2. Take personal air monitoring samples on employees who are anticipated to have the greatest risk of exposure as determined by the CIH. In addition, take air monitoring samples on at least 25 percent of the work crew or a minimum of two employees, whichever is greater, during each work shift.
 3. Submit results of air monitoring samples, signed by the CIH, within ~~//16 //~~ **// 24 //** // hours after the air samples are taken. Notify the Contracting Officer immediately of exposure to lead at or in excess of the action level of 30 micrograms per cubic meter of air outside of the lead control area.
- D. Monitoring During Paint Removal Work:
 1. Perform personal and area monitoring during the entire paint removal operation. Sufficient area monitoring shall be conducted at the physical boundary to ensure unprotected personnel are not exposed above 30 micrograms per cubic meter of air at all times. If the outside boundary lead levels are at or exceed 30 micrograms per cubic meter of air, work shall be stopped and the CIH shall immediately correct the condition(s) causing the increased levels and notify the Contracting Officer immediately.
 2. The CIH shall review the sampling data collected on that day to determine if condition(s) requires any further change in work methods. Removal work shall resume when approval is given by the CIH. The Contractor shall control the lead level outside of the work boundary to less than 30 micrograms per cubic meter of air at all times. As a minimum, conduct area monitoring daily on each shift in which lead paint removal operations are performed in areas immediately adjacent to the lead control area.
 3. For outdoor operations, at least one sample on each shift shall be taken on the downwind side of the lead control area. If adjacent areas are contaminated, clean and visually inspect contaminated areas. The CIH shall certify that the area has been cleaned of lead contamination.

3.3 LEAD-CONTAINING PAINT REMOVAL

- A. Remove paint within the areas designated on the drawings in order to completely expose the substrate. Take whatever precautions are necessary to minimize damage to the underlying substrate.
- B. Indoor Lead Paint Removal: Select paint removal processes to minimize contamination of work areas with lead-contaminated dust or other lead-contaminated debris/waste. This paint removal process should be described in the lead-containing paint removal plan. Perform manual sanding and scraping to the maximum extent feasible.
- C. Mechanical Paint Removal and Blast Cleaning: Perform mechanical paint removal and blast cleaning in lead control areas using negative pressure full containments with HEPA filtered exhaust. Collect paint residue and spent grit (used abrasive) from blasting operations for disposal in accordance with EPA, state and local requirements.
- D. Outside Lead Paint Removal: Select removal processes to minimize contamination of work areas with lead-contaminated dust or other lead-contaminated debris/waste. This paint removal process should be described in the lead-containing paint removal plan. Perform manual sanding and scraping to the maximum extent feasible.

SPEC WRITER NOTE: Use if paint removal is from metal or concrete surfaces.

3.4 SURFACE PREPARATIONS

Avoid flash rusting or other deterioration of the substrate. Provide surface preparations for painting in accordance with Section 09 91 00, PAINTING.

SPEC WRITER NOTE: Verify with the local Industrial Hygienist if wet mopping of the work area surfaces is necessary.

3.5 CLEANUP AND DISPOSAL

- A. Cleanup: Maintain surfaces of the lead control area free of accumulations of paint chips and dust. Restrict the spread of dust and debris; keep waste from being distributed over the work area. Do not dry sweep or use compressed air to clean up the area. At the end of each shift and when the paint removal operation has been completed, clean the area of visible lead paint contamination by vacuuming with a HEPA filtered vacuum cleaner and wet mopping the area.
- B. Certification: The CIH shall certify in writing that the inside and outside the lead control area air monitoring samples are less than 30 micrograms per cubic meter of air, the respiratory protection for the employees was adequate, the work procedures were performed in accordance with 29 CFR 1926.62, and that there were no visible accumulations of lead-contaminated paint and dust on the worksite. Do not remove the lead control area or roped-off boundary and warning signs prior to the Contracting Officer's receipt of the CIH's certification. Reclean areas showing dust or residual paint chips.
- C. Testing of Lead-Containing Paint Residue and Used Abrasive Where indicated or when directed by the Contracting Officer, test lead containing paint residue and used abrasive in accordance with 40 CFR 261 for hazardous waste.
- D. Disposal:
 - 1. Collect lead-contaminated waste, scrap, debris, bags, containers, equipment, and lead-contaminated clothing, which may produce airborne concentrations of lead particles.
 - 2. Store removed paint, lead-contaminated clothing and equipment, and lead-contaminated dust and cleaning debris into U.S. Department of Transportation (49 CFR 178) approved 55-gallon drums. Properly labels each drum to identify the type of waste (49 CFR 172) and the date lead-contaminated wastes were first put into the drum. Obtain and complete the Uniform Hazardous Waste Manifest forms from [Activity Staff Civil Engineer located at // _____ //]. Comply with land disposal restriction notification requirements as required by 40 CFR 268:
 - a. At least 14 days prior to delivery, notify the Contracting Officer who will arrange for job site inspection of the drums and manifests by [PWC Hazardous Waste Storage Facility personnel] // _____//.
 - b. As necessary, make lot deliveries of hazardous wastes to the // PWC Hazardous Waste Storage Facility // _____// to ensure that drums do not remain on the jobsite longer than 90 calendar days from the date affixed to each drum.

SPEC WRITER NOTES:

1. Use this option if the Contractor is to dispose of hazardous waste.

2. Research state, regional, and local laws, regulations, and statutes and revise the specifications accordingly.

- a. Collect lead-contaminated waste, scrap, debris, bags, containers, equipment, and lead-contaminated clothing which may produce airborne concentrations of lead particles. Label the containers in accordance with 29 CFR 1926.62. Dispose of lead-contaminated waste material at a // EPA // or // state // approved hazardous waste treatment, storage, or disposal facility off Government property.
- b. Store waste materials in U.S. Department of Transportation (49 CFR 178) approved 55-gallon drums. Properly label each drum to identify the type of waste (49 CFR 172) and the date the drum was filled. The Contracting Officer or an authorized representative will assign an area for interim storage of waste-containing drums. Do not store hazardous waste drums in interim storage longer than 90 calendar days from the date affixed to each drum.
- c. Handle, store, transport, and dispose lead or lead-contaminated waste in accordance with 40 CFR 260, 40 CFR 261, 40 CFR 262, 40 CFR 263, 40 CFR 264, and 40 CFR 265. Comply with land disposal restriction notification requirements as required by 40 CFR 268.

SPEC WRITER NOTE: Include the following paragraph if the Contractor is to dispose of hazardous waste.

- E. Disposal Documentation Submit written evidence that the hazardous waste treatment, storage, or disposal facility (TSD) is approved for lead disposal by the EPA and state or local regulatory agencies. Submit one copy of the completed manifest, signed and dated by the initial transporter in accordance with 40 CFR 262.

- - - E N D - - -

A.3 675-14-600 Volume C (Orlando Design Build)

SUBMISSION INSTRUCTIONS FOR NRM DESIGN BUILD MEDICAL CENTER PROJECTS

Remove Lead Paint at Lake Baldwin CEP

Project No. 675-14-600

Orlando VA Medical Center, 5201 Raymond Street Orlando, FL. 32803

I. GENERAL

A. INTRODUCTION

1. This document contains information and minimal submission requirements for each respective discipline involved in the Design-Build contract.
2. The Awarded Design-Build Team A/E shall coordinate all activities with the VA Medical Center (VAMC). Hold informal meetings (upon mutual consent of the VA) at the VAMC to discuss the design and related issues. Continue to expand contacts by telephone, rough sketch studies and other means of communication with the purpose of finalizing the general design approach to be followed.
3. Final approved Schematic documents shall be the basis for the development of the Design Development phase. Likewise, final approved Design Development documents shall be the basis for the development of the Construction Documents phase. The VAMC must approve any changes from each set of documents before proceeding to the next phase.
4. Provide a design narrative/analysis for each technical discipline (e.g., architectural, mechanical, fire protection, etc.) which describes the intent of each discipline with schematic and/or design development submission.
5. Provide computations and sizing calculations for electrical, mechanical (HVAC, plumbing, and steam), sanitary, structural and fire protection designs. For computerized calculations, submit complete and clear documentation of computer programs, interpretation of input/output, and description of program procedures.
6. Provide individually packaged drawings for each submission to each unit specified in the "Distribution of Materials" section.

B. Design build contractor/AE RESPONSIBILITIES:

1. Contract documents shall meet or exceed the requirements of this document.
2. The Awarded Design-Build Team A/E is responsible for producing a complete set of drawings, design narrative/analysis, calculations, sample boards, and specifications in accordance with professional standard practices and VA criteria. Each discipline shall receive a copy of their respective VA design manuals, standard details, construction standards, and VA National CAD Standard Application Guide.
3. The Awarded Design-Build Team A/E shall conduct coordination meetings between A/E technical disciplines before submitting material for each VA review and provide minutes of the meetings to VAMC.
4. The Awarded Design-Build Team A/E shall provide a checklist of all submittals, certifications, tests, and inspections required per drawing and specification section.

5 In addition, the awarded Design-Build Team A/E shall conduct interim fire protection installation inspections and witness final fire protection equipment testing if required.

C. SUBMISSION POLICY:

1. There is a Schematic* (25%) submission, a Design Development (DD**)(50%) submission, and a Construction Document (CD***)(75%) submission indicated in this guide. The VAMC may alter the submission requirements depending upon the complexity of the project by adding or deleting certain reviews. See Statement of Work (SOW) for required reviews/documents.

2. At each submission, the Design-Build Team A/E shall date all material and present the designs on VA standard size drawings that are appropriately labeled, "SCHEMATIC SUBMISSION", "DESIGN DEVELOPMENT SUBMISSION", OR "CONSTRUCTION DOCUMENT SUBMISSION", in large block letters above or beside the VA standard drawing title block. In each submission, incorporate the corrections, adjustments, and changes made by the VA at the previous review.

A. SITE DEVELOPMENT: Submit the following:

Site Development:	Schematics*	DD**	CD***
Narrative	✓		
Analysis of site	✓		
Circulation study	✓		
Phasing analysis	✓		
Parking analysis	✓		
Development concept showing proposed buildings and structures	✓		
Landscape drawings with plant groupings	✓		
Topographic, utility, and landscape survey		✓	✓
Demolition plan	✓	✓	✓
Layout plan showing location of:			
Building and structures	✓	✓	✓
Roads	✓	✓	✓
Fire Access		✓	✓
Parking	✓	✓	✓
Accessible spaces		✓	✓
Van spaces		✓	✓
Mechanical and electrical equipment on grade	✓	✓	✓
Future expansion	✓		
Off-site roads	✓	✓	✓
Off-site utilities	✓	✓	✓
Service area(s)		✓	✓
Entrances and exits		✓	✓
Walks		✓	✓
Inlets		✓	✓
Contractor's staging area		✓	✓
Vertical and horizontal road alignment		✓	✓

[illegible]

* Submit site and landscape plans at an appropriate scale to show all work involved.

****** Submit site and landscape plans at same scale as topographic/utility survey incorporating all of the revisions required by comments from schematics.

*** Submit fully dimensioned, complete, and coordinated site and landscape plans incorporating all revisions required by comments from the design development phase.

B. ARCHITECTURAL: Submit or show the following:

Architectural:	Schematics*	DD**	CD***
Location of:			
Rooms ¹	✓	✓	✓
Doors ²	✓	✓	✓
Corridor(s) ³	✓	✓	✓
Basic column grid/sizes	✓	✓	✓
Expansion and seismic joints	✓	✓	✓
Electrical closets	✓	✓	✓
Equipment rooms	✓	✓	✓
Signal and telephone closets	✓	✓	✓
Mechanical shafts and space	✓	✓	✓
Stair(s)		✓	✓
Ramp(s)		✓	✓
Elevator(s)	✓	✓	✓
Automatic Conveyances	✓	✓	✓
Floor Plans/Drawings:			
All floors (new and renovated)	✓	✓	✓
Penthouse	✓	✓	✓
Roof plan	✓	✓	✓
Pipe basement	✓	✓	✓
Pipe tunnel		✓	✓
Reflected ceiling ⁴		✓	✓
Equipment floor plans 1:50 (1/4 inch) scale ⁵		✓	✓
Demolition plans ⁶		✓	✓
Room names and numbers ⁷		✓	✓
Program net/designed net	✓	✓	✓
Exterior dimensions/total building gross area	✓	✓	✓
Size and shape of all departmental functions and services ⁹	✓	✓	✓
Exterior building elevations ¹⁰	✓	✓	✓
Finish floor elevations ¹¹	✓	✓	✓
Door locations, sizes, and swings		✓	✓
Wall thickness and chase walls		✓	✓
Handrail location/dimensions		✓	✓
Fixed equipment		✓	✓
Equipment elevations and details			✓
Plumbing fixtures		✓	✓
Wheelchair accessible facilities		✓	✓
Wall sections ¹²		✓	✓
Building sections ¹³		✓	✓
Finish grades at corners, entrances, exits, platforms and ramps		✓	✓
Fire and smoke rated partitions ¹⁴	✓	✓	✓
Lead-lined and radio-frequency-shielded partitions ¹⁴		✓	✓
Fire extinguisher cabinets ¹⁴		✓	✓

Architectural:	Schematics*	DD**	CD***
Spray-on fire proofing (see fire protection)			
Construction details ¹⁵		✓	✓
Drafting symbols, abbreviations, and general notes		✓	✓
Door, window, and louver schedules			✓
Interior details, elevations, sections			✓
Finish schedule ¹⁶		✓	✓
Graphics and signage ¹⁷			✓
Color rendering			✓
Specifications		✓	✓
Lead abatement ¹⁸	✓		
Lead abatement specification ¹⁹			✓

* Submit, as a minimum, a single line layout for at a scale not less than 1:100 (1/8 inch). A scale of 1:200 (1/16 inch) is acceptable for architectural floor layout if an entire floor cannot be shown on one sheet. Submit a complete double line layout of areas of critical importance, at a scale of 1:50 (1/4 inch) including equipment.

** Submit minimum 1:100 (1/8 inch) scale floor plans, new and renovated, incorporating all of the revisions required by comments from schematics.

*** Submit fully dimensioned, complete, and coordinated 1:100 (1/8 inch) scale floor plans, incorporating all revisions required by comments from the design development phase.

B. NOTES:

1. Use lines between spaces to indicate the centerline of the partition (for schematics only).
2. Indicate doors with a slash mark.
3. Along the corridor, the line shall represent the corridor side of the partition.
4. Indicate ceiling mounted equipment, lighting fixtures, air diffusers, registers, tracks, and other significant elements.
5. Identify all equipment for each room. Indicate and coordinate all equipment with the Equipment Guide List (Program Guide 7610) and Activated Equipment List. Use VA standard symbols and notation to distinguish between contractor-furnished and installed (CC), VA-furnished contractor-installed (VC), VA-furnished and installed (VV), VA-furnished with construction funds [VC(CF) and VV(CF)], and relocated (R) equipment. Equipment floor plans are not required for the offices, consultation rooms, classrooms, conference rooms, and waiting rooms within the above departments. Draw equipment details which are necessary for major decisions, though complete detailing is not required for this submittal.
6. Indicate existing finish schedule and notes on plan.
7. Label as required for schematic drawings. Coordinate new room numbering with medical center.
8. Use the same names on drawings as those used in the space program. Provide area figures in fractional form, e.g., 400/390. Indicate space provided, but not called for in the space program, as: -/390.

9. Label each service or activity listed in the Project Scope Data of the Design Program and indicate boundaries with a distinctive line. Include the activity code number (see Handbook 7610).
10. If the project requires exterior work, show all facades indicating massing, proposed fenestration and the building relationship to adjacent structures and the finish grade. Show all significant building materials, including their colors, any proposed roof top mechanical equipment, architectural screens, skylights, and stacks on the elevation drawings. If building is designed for future expansion (vertical and/or horizontal), delineate elevations with and without the future expansion. If project is an addition, show elevations of the existing building in sufficient detail to illustrate the relationship between the new and existing in terms of scale, material, and detail.
11. Define the relationship of the finish ground floor to finish grade at major entrances and docks.
12. Indicate construction including fire resistance rating, building materials and systems, and proposed sill and head heights of openings. Indicate both new and renovated areas on form provided by VA.
13. Define building configuration. Draw sections at the same scale as floor plans, normally 1:100 (1/8 inch). If the building abuts an existing structure, indicate in the section how the new floor elevations align with existing.
14. Identify psychiatric areas where special considerations are required to ensure the safety of patients (e.g. hard ceilings, safety glazing, etc.).
15. Indicate new building components and systems, such as window design, roofing system, special entryways, building "skin", and any special architectural elements for the project. Complete detailing of miscellaneous items is not required for this submission.
16. Indicate all building systems, materials, and future expansion, if applicable.
17. Submit a drawing for all which is part of the construction contract.
18. Provide square meters (feet) of lead paint and x-ray shielding to be removed.
19. Format provided in SPECIFICATIONS. If there is no VA master specification, develop contract specification that is in compliance with regulations of the Environmental Protection Agency.

C. FIRE PROTECTION: Submit the following:

Fire Protection:	Schematics*	DD**	CD***
Fire protection narrative: ¹			
Fire and smoke separation	✓		
Fire sprinkler/standpipe system	✓		
Size of fire pumps	✓		
Water supply available/max. demand	✓		
Water flow testing results	✓		
Fire alarm systems ²	✓		
Existing to be modernized	✓		
Base loop system for interface of new construction	✓		
Kitchen extinguishing systems	✓		
Size of air handling unit	✓		
Exit paths from each zone	✓		
Distances to stairs	✓		
Occupancy of each area	✓		

Fire Protection:	Schematics*	DD**	CD***
Exit calculations for each floor	✓		
Smoke control features	✓		
Floor Plans/Drawings: ^{3 & 4}			
Sprinkler zones	✓		
Fire alarm zones	✓		
Smoke zones	✓		
Building water supply	✓		
Interior sprinkler supply lines	✓		
Standpipes	✓		
Fire extinguisher cabinets	✓	✓	✓
Fireproofing of structural members	✓		
Sprinkler/standpipe riser supply piping		✓	✓
Termination of sprinkler main and inspector test drains		✓	✓
Sprinkler alarm valves		✓	✓
Water flow and tamper switches		✓	✓
Sprinkler system fire department connections		✓	✓
Sprinkler design hazards per NFPA 13		✓	✓
Exit signs and emergency lighting		✓	✓
Occupied areas not protected by automatic sprinklers		✓	✓
Calculations	✓	✓	✓
Estimated capacities for proposed air handling units in cubic meters (cubic feet) per minute		✓	✓
Location of:			
Fire alarm system		✓	✓
Enunciator panels		✓	✓
Pull stations		✓	✓
Flow switches		✓	✓
Audio-visual devices		✓	✓
Smoke detectors		✓	✓
Duct smoke detectors		✓	✓
Smoke dampers		✓	✓
Fire dampers		✓	✓
Fire alarm risers ⁵		✓	✓
Exit signs		✓	✓
Emergency lighting		✓	✓
Fire sprinklers		✓	✓
Standpipes		✓	✓
Fire hydrants		✓	✓
Fire pumps		✓	✓
Post indicator valves		✓	✓
Sectional valves		✓	✓
Fire extinguisher cabinets		✓	✓

Fire Protection:	Schematics*	DD**	CD***
Electromagnetic door hold open devices		✓	✓
Wall sections indicating fire resistive ratings		✓	✓
Staff sleeping rooms		✓	✓
Excavation plan signage		✓	✓
Door and window schedule with fire rating or fire rated glazing			✓
Zoning of each fire alarm initiating device			✓
Details:			
Fire pump system (capacity and pressure)			✓
Elevation and isometric view of fire pump			✓
Stairwell sign			✓
Enunciator panel			✓
Interconnection of fire alarm system with:			
Smoke dampers			✓
Air handlers			✓
Elevator controls			✓
Kitchen fire extinguishing and fire pump system			✓
HVAC system with smoke duct detectors			✓
Single line riser diagram for fire alarm system			✓
Height/configuration of storage racks and shelving			✓
Specifications			✓

* Submit, as a minimum, a single line layout for at a scale not less than 1:100 (1/8 inch). Submit a complete double line layout of areas of critical importance, at a scale of 1:50 (1/4 inch) including equipment.

** Submit minimum 1:100 (1/8 inch) scale floor plans, new and renovated, incorporating all of the revisions required by comments from schematics.

*** Submit fully dimensioned, complete, and coordinated 1:100 (1/8 inch) scale floor plans, incorporating all revisions required by comments from the design development phase.

C. NOTES:

1. Indicate NFPA 220 and UBC fire resistive rating of the building, NFPA 101 occupancy type, and fire protection code analysis to access compliance with NFPA 101.

2. Determine type, features, age, reliability, compliance with present day codes, capacity, zoning, supervision, control panel and power supplies, initiating devices and circuits, and auxiliary functions for existing fire alarm system.

Indicate manufacturer, model number, voltage, and wiring style of existing alarm systems and devices. Provide recommendations for the proposed fire alarm work.

3. Provide information to meet JCAHO requirements; e.g. location of all fire rated barriers, smoke barriers, exit signs, fire extinguishers, manual pull stations, smoke detectors, and sprinkler flow switches. Show all interim life safety measures such as temporary systems Fire Alarm, Sprinkler, and Smoke.

4. At DD Submission, add room names, room numbers, door locations and swings, smoke and fire rated partitions, sprinkler/standpipe risers to floor plans. Identify psychiatric areas on drawings so areas for institutional type heads are identified. Add location of all valves (post indicator, sectional) and backflow preventer if provided.

5. Show new equipment and/or the necessary changes involved if modification to the existing system is required. Include any recommendations where certain requirements of VA criteria might be waived, in order to allow the existing equipment to be reused.

D. INTERIOR DESIGN: Submit the following:

Interior Design:	Schematics*	DD**	CD***
Written interior design concept ¹	✓		
Illustrate overall design solution ²	✓		
Material and finish samples	✓		
Sketches	✓		
Design solution for interior spaces:			
Perspectives		✓	✓
Plans		✓	✓
Details		✓	✓
Elevations		✓	✓
Sections		✓	✓
Way finding		✓	✓
Floor patterns		✓	✓
Wall patterns		✓	✓
Lighting		✓	✓
Signage		✓	✓
Handrails		✓	✓
Bumper guards		✓	✓
Specification section 09050		✓	✓
Finish schedule		✓	✓
Exterior colors and materials		✓	✓
Sample boards for interior and exterior materials, products, and finishes		✓	✓
Edited carpet and wall covering specifications		✓	✓
Specifications			✓
Keyed Finnish plans			✓
Interior design details, elevations, and sections			✓

* Submit, as a minimum, a single line layout for at a scale not less than 1:100 (1/8 inch). Submit a complete double line layout of areas of critical importance, at a scale of 1:50 (1/4 inch) including equipment.

** Submit minimum 1:100 (1/8 inch) scale floor plans, new and renovated, incorporating all of the revisions required by comments from schematics.

*** Submit fully dimensioned, complete, and coordinated 1:100 (1/8 inch) scale floor plans, incorporating all revisions required by comments from the design development phase.

D. NOTES:

1. Provide a document of data collected in interior design programming. Include collection and analysis of data from the VAMC project coordinator and interior designer. Data includes, but is not limited to the following: existing interior and exterior design and materials, light, safety, patient profile, customer's "vision" or desired image, public vs. private spaces, complete signage package, goals of customer, relationship to existing facilities, future expansion/renovation plans, regional influences, etc.
2. Discuss and illustrate the overall design solution for the primary areas of the project using marked-up floor plans, loose sketches, and material and finish samples. Use broad categories of materials, finishes, color palettes, patterns, textures, and scales. Separately group all major neutral background materials and finishes that will be used and discuss how they will be integrated with all other materials and finishes on the project. Include all primary and secondary corridors, typical patient and toilet rooms, lobbies, atriums, eating spaces, chapels, waiting rooms, and exam rooms. Show the relationship among departments and functions, and between public and private spaces.

E. STRUCTURAL: Submit the following:

Structural:	Schematics*	DD**	CD***
Three alternative structural systems for typical bays ¹	✓		
Supporting calculations ²	✓	✓	✓
Cost estimates for each system ³	✓		
Recommend preferred system	✓		
Column locations	✓		
Shear load resisting elements ⁴	✓		
Boring location plan ⁵	✓		
Structural plans ⁶		✓	✓
Sections		✓	✓
Details		✓	✓
Size/location of:			
Columns		✓	✓
Beams		✓	✓
Lateral load resisting elements		✓	✓
Load bearing walls		✓	✓
Slabs		✓	✓
Foundations		✓	✓
Elevations			✓
Schedules			✓
General notes			✓
Boring logs			✓
Subsurface investigation report			✓
Estimated quantity of rock			✓
Specifications			✓

* Submit, as a minimum, a single line layout for at a scale not less than 1:100 (1/8 inch). Submit a complete double line layout of areas of critical importance, at a scale of 1:50 (1/4 inch) including equipment.

** Submit minimum 1:100 (1/8 inch) scale floor plans, new and renovated, incorporating all of the revisions required by comments from schematics.

*** Submit fully dimensioned, complete, and coordinated 1:100 (1/8 inch) scale floor plans, incorporating all revisions required by comments from the design development phase.

E. NOTES:

1. When only one structural system is possible due to other project requirements, include an explanatory statement and submit only that structural system.
2. Include vertical and lateral load design for CD submission.
3. Include foundation and fireproofing.
4. Indicate existing utilities and structures within, adjacent, or contiguous to the new construction.
5. Upon approval of the subsurface investigation criteria, submit qualifications of at least three consultants being considered for the work together with the proposal of the consultant recommended as most qualified.
6. If there is only a CD submission, provide a Structural Engineering Analysis Submission within six weeks from the notice to proceed including sketches, calculations, and cost estimates of three alternative structural systems for typical bays, boring location plan for subsurface investigation, and consultant qualifications. For vertical expansion projects, analyze existing structure for structural feasibility.

F. PLUMBING: Submit the following:

Plumbing:	Schematics*	DD**	CD***
Narrative:			
Existing plumbing systems to be used and necessary modifications	✓	✓	✓
New plumbing systems	✓	✓	✓
New or modified water treatment	✓	✓	✓
Floor Plans/Drawings:			
Room names	✓	✓	✓
Identify			
Existing plumbing fixtures w/VA numbering system	✓	✓	✓
New plumbing fixtures w/VA numbering system	✓	✓	✓
Existing equipment	✓	✓	✓
New equipment	✓	✓	✓
New medical gas outlets		✓	✓
New laboratory gas outlets		✓	✓
Plumbing piping	✓	✓	✓
Size of pipe		✓	✓
Equipment schedule		✓	✓
Fire & smoke partitions	✓	✓	✓
Demolition plans		✓	✓
Riser diagrams			✓
Legend, notes, and details			✓

Plumbing:	Schematics*	DD**	CD***
Location and size of sprinkler riser, standpipes, and fire pumps (see fire protection)		✓	✓
Location of emergency eyewash and shower equipment		✓	✓
Calculations (equipment & piping)		✓	✓
List of Required Contract Specifications		✓	
Contract Specifications			✓

F. PLUMBING (cont.):

* Submit, as a minimum, a single line layout for at a scale not less than 1:100 (1/8 inch).

** Submit minimum 1:100 (1/8 inch) scale floor plans, new and renovated, incorporating all of the revisions required by comments from schematics phase.

*** Submit fully dimensioned, complete, and coordinated 1:100 (1/8 inch) scale floor plans, incorporating all revisions required by comments from the design development phase. Submit a complete double line layout of areas of critical importance, at a scale of 1:50 (1/4 inch).

G. SANITARY: Submit the following:

Sanitary:	Schematics*	DD**	CD***
Narrative:			
Existing sanitary systems: underground water, sanitary sewers, storm sewers, & fuel gas with sources, disposal methods, storage pressures, condition, etc.		✓	✓
New sanitary systems	✓	✓	✓
Provide water analysis & expected yield if well required	✓	✓	✓
Circulation study to assess emergency vehicle access	✓	✓	✓
Install test well, if well is required.	✓		
Utility Plans/Drawings showing existing and new sanitary systems:			
Size of pipes	✓	✓	✓
Invert elevations of sewers	✓	✓	✓
Locate/size			
Pumps	✓	✓	✓
Storage facilities	✓	✓	✓
Treatment equipment	✓	✓	✓

Sanitary:	Schematics*	DD**	CD***
Fire hydrants		✓	✓
Sectional and post indicator valves		✓	✓
Backflow preventer		✓	✓
Areas of new irrigation system	✓		
New irrigation system			✓
Profiles of sanitary & storm sewers			✓
Demolition Plans		✓	✓
Legend, notes, and details			✓
Point of connection to sprinkler system	✓	✓	✓
Calculations		✓	✓
List of specifications		✓	
Contract Specifications			✓

G. SANITARY (cont.):

* Submit utility drawings at same scale as provided for Site Development drawings.

** Submit utility drawings at same scale as provided for Site Development drawings, incorporating all of the revisions required by comments from the schematics phase.

*** Submit utility drawings at same scale as provided for Site Development drawings, incorporating all of the revisions required by comments from the design development phase. Submit legend, notes, and details at a scale not less than 1:100 (1/8 inch).

H. HVAC: Submit the following:

HVAC:	Schematics*	DD**	CD***
Description of HVAC systems	✓		
Equipment for each functional space	✓		
Life cycle cost analysis ¹	✓		
Tentative location/sizes:			
Mechanical equipment room	✓		
Principal vertical shafts	✓		
Block layout of equipment	✓		
Louvers: ²			
Outside air	✓	✓	✓
Exhaust air	✓	✓	✓
Relief air	✓	✓	✓
Engineering calculations ³	✓	✓	✓
Selection of HVAC equipment		✓	✓
Catalog cuts of equipment		✓	✓
Room by room heating and cooling loads		✓	✓
Zone by zone heating & cooling loads		✓	✓
Building block heating & cooling loads		✓	✓
Tabulation of steam consumption		✓	✓
Psychometric chart for air handling unit		✓	✓
Coil entering and leaving conditions		✓	✓
Fan motor heat gains		✓	✓
Consumption of humidification loads		✓	✓
Sound/acoustic analysis		✓	✓
Room-by-room air balance charts ⁴		✓	✓
Chilled water plant: ⁵			
Quantity and type of chillers		✓	✓
Capacity in tons of refrigeration		✓	✓
Electrical equipment		✓	✓
Heating system:			
Total heating load		✓	✓
Domestic hot water load		✓	✓
Humidification load		✓	✓
Equipment steam demand		✓	✓
Zoning of heating system		✓	✓

HVAC:	Schematics*	DD**	CD***
HVAC floor plan: ⁶			
Main supply, return and exhaust ductwork		✓	✓
Volume dampers		✓	✓
Fire and smoke partitions		✓	✓
Fire and smoke dampers		✓	✓
Smoke detectors		✓	✓
Automatic control dampers		✓	✓
Air quantities for each room		✓	✓
Air inlets/outlets		✓	✓
Rises and drops in ductwork		✓	✓
Expansion loops		✓	✓
Anchors		✓	✓
Vales		✓	✓
Drip assemblies		✓	✓
Balancing fittings		✓	✓
Interconnection of HVAC equipment with fire protection equipment (see fire protection)		✓	✓
Plan/section of mechanical equipment rooms		✓	✓
Schematic flow and riser diagrams ⁷		✓	✓
Schematic control diagrams ⁸		✓	✓
HVAC demolition drawings		✓	✓
Phasing plan		✓	✓
Equipment schedule		✓	✓
Seismic bracing		✓	✓
VA symbols and abbreviation		✓	✓
Selection of			
Pumps			✓
Fans			✓
Sizing and selection of			
Expansion tanks			✓
Steam to hot water convertor			✓
Heat exchangers			
Sound analysis			✓
Complete selection data			✓
Outside chilled water and condenser water distribution ⁹			✓
Standard detail drawings			✓
Automatic temperature control drawings ¹⁰			✓
HVAC specifications			✓

* Submit, as a minimum, a single line layout for at a scale not less than 1:100 (1/8 inch). Submit a complete double line layout of areas of critical importance, at a scale of 1:50 (1/4 inch) including equipment.

** Submit minimum 1:100 (1/8 inch) scale floor plans, new and renovated, incorporating all of the revisions required by comments from schematics.

*** Submit fully dimensioned, complete, and coordinated 1:100 (1/8 inch) scale floor plans, incorporating all revisions required by comments from the design development phase.

H. NOTES:

1. Provide specific design recommendations and full back-up data. Include the heating and cooling capacities of each functional area and the block cooling and heating loads for each new and/or existing building.
2. The locations of these louvers must not allow short circuiting of air from emergency generator exhaust or truck waiting and loading dock areas into air intake etc. Consider factors affecting louver location such as visibility, historical considerations, wind direction, nuisance and health hazard odors (from emergency generator or truck exhausts).
3. Include room-by-room, peak zone-by-zone, and building block heating and cooling loads. Provide a tabulation of steam consumption based on data from all sources. Show correlation between each HVAC zone boundary and architectural floor area correlation between the architectural room numbers and abbreviated/coded room numbers used with computer input data sheets.
4. Show supply, return, exhaust, make-up, and transfer quantities with intended pressure relationships, i.e. positive, negative, or zero with respect to adjoining spaces.
5. Provide pertinent data on accessories such as pumps and cooling tower etc. Show the extent of the outside chilled water and condenser water piping. Clearly show how the piping will be laid in tunnels, trenches, or by direct burial.
6. Show ceiling clearances, at locations where ducts cross each other, by providing 1:50 (1/4 inch) scale local sections. Show all ductwork, and piping 150 mm (6 inch) and larger in double line. Show separate floor plans for air distribution and piping unless waived by VA. Show clearances required for access and maintenance with coil and tube pull.
7. Show typical air handling systems and all hydronic systems with existing capacities and new estimated loads. Verify actual operating conditions and capacities of HVAC systems prior to design.
8. Show control devices, such as, thermostats, humidistat's, flow control valves, dampers, freezestats, operating and high limit sensors for all air systems and fluids, smoke dampers, duct detectors etc. Provide a written description of the sequence of operation on the floor plans. Detail the scope of work involved with the Central Engineering Center (ECC) and address if enough spare capacity is available or a new ECC is required. Show a point schedule for analog/digital input/output to be included in ECC.
9. Show pipe sizes and insulation with plans, profile, sections, details, and all accessories, such as, anchors, expansion loops/joints, valves, manholes, capped and flanged connections, interface between the new and existing work (if any). Clearly indicate interferences (if any) with the existing utilities and/or landscape elements on outside piping layout drawings. Show rerouting any utilities, cuttings of roads, pavements, trees, etc., and the extent of new and demolition work. Outside utility drawings shall be based on the study of the latest site drawings, discussions with engineering personnel, and actual site inspection of the existing utility.
10. Show all duct detectors, control valves/dampers static pressure sensors, differential pressure control assemblies, etc., whose actual physical location is critical for the intended sequence of operation on floor plans.

I. ELECTRICAL: Submit the following:

Electrical:	Schematics*	DD**	CD***
Narratives:			
Design ¹	✓		
Life cycle analysis for electrical systems	✓		
Location and size of:			
Electrical equipment ²	✓		
Electric closets ³	✓		
Telephone closets ³	✓		
Signal closets ³	✓		
Electrical distribution equipment			
Drawings showing:			
Electrical plot plan of existing and proposed underground power (including manholes)	✓	✓	✓
Telephone systems	✓	✓	✓
Signal inter-building systems	✓	✓	✓
Proposed electrical system ⁴	✓	✓	✓
Electric symbols	✓	✓	✓
Lighting fixture schedule	✓	✓	✓
Emergency Life Safety Equipment (see fire protection)			
Symbols, note, abbreviations		✓	✓
List of specialty areas	✓		
Method of short-circuit calculations	✓		
Method of voltage drop and demand calculations	✓		
Utility company correspondence	✓		
Utility company requirements		✓	✓
Load calculations for normal & emergency use	✓	✓	✓
Drawings:			
Lighting layouts		✓	✓
Power layouts		✓	✓
Signal layouts		✓	✓
Specialty area layouts		✓	✓
Demolition plans		✓	✓
Riser diagrams		✓	✓
Branch circuit wiring (typ.)		✓	✓
Location and size of:			
Primary distribution switchgear/switchboard		✓	✓
Engine-generator sets		✓	✓
Substation/pad mounted transformer		✓	✓
Manholes		✓	✓
Location of smoke dampers and duct smoke detectors			✓

Electrical:	Schematics*	DD**	CD***
Interconnection of electrical control equipment with HVAC equipment (see fire protection)			✓
Smoke partitions and fire alarm zones	✓	✓	✓
Fire alarm and signal riser diagrams (see fire protection)		✓	✓
Calculations for emergency generator(s)		✓	✓
Phasing scheme		✓	✓
Electrical details			✓
Specifications			✓

* Submit, as a minimum, a single line layout for at a scale not less than 1:100 (1/8 inch). Submit a complete double line layout of areas of critical importance, at a scale of 1:50 (1/4 inch) including equipment.

** Submit minimum 1:100 (1/8 inch) scale floor plans, new and renovated, incorporating all of the revisions required by comments from schematics.

*** Submit fully dimensioned, complete, and coordinated 1:100 (1/8 inch) scale floor plans, incorporating all revisions required by comments from the design development phase.

I. NOTES:

1. Include basic assumptions, points of interconnection, impact of new construction to existing electrical distribution system, current demand loading (high voltage switchgear and primary feeder), and projected load of new construction. Propose various feasible electrical systems for project and provide advantages/disadvantages.
2. Include means and clearances for installation, maintenance, and removal/replacement of equipment.
3. Electrical, signal and telephone closets must stack vertically.
4. Include high voltage and low voltage switchgear, transformers and low voltage main and/or distribution panels, branch panels and methods of feeding 277/480 volt and 120/208 volt normal and emergency panels.

J. EQUIPMENT: Submit the following:

Equipment:	Schematics*	DD**	CD***
Equipment (on architectural drawing)	✓	✓	✓
Activation Equipment List (Excel format)		✓	✓
Specifications			✓

* Submit, as a minimum, a single line layout for at a scale not less than 1:100 (1/8 inch). Submit a complete double line layout of areas of critical importance, at a scale of 1:50 (1/4 inch) including equipment.

** Submit minimum 1:100 (1/8 inch) scale floor plans, new and renovated, incorporating all of the revisions required by comments from schematics.

*** Submit fully dimensioned, complete, and coordinated 1:100 (1/8 inch) scale floor plans, incorporating all revisions required by comments from the design development phase.

K. STEAM GENERATION: Submit the following:

Steam Generation:	Schematics*	DD**	CD***
Report on new and existing steam loads ¹	✓		
Life-cycle cost analysis of steam supply alternatives	✓		
Analysis of alternate plant locations	✓		
Life-cycle cost analysis for alternative types of equipment	✓		
Life-cycle cost analysis for heat recovery alternatives	✓		
Data on emissions regulations	✓		
Data on methods of compliance	✓		
Selection of major equipment	✓		
Plot plan with new and existing plant locations	✓		
Fuel related storage and handling facilities	✓		
Alternate plan view layouts of new and existing plant	✓		
Plot plan of steam generating facility ²		✓	✓
Catalog cuts on equipment from two manufacturers		✓	✓
Plans/sections/locations of:			
Equipment		✓	✓
Major piping		✓	✓
Pipe supports		✓	✓
Demolition		✓	✓
Schematic flow diagrams of all piping systems		✓	✓
Calculations:			
Equipment sizing	✓	✓	✓
Major piping systems		✓	✓
Steam load		✓	✓
Control and regulating valve		✓	✓
Flowmeter systems		✓	✓
Steam trap		✓	✓
Heating and ventilating system		✓	✓
Steam piping		✓	✓
Schedules		✓	✓
Equipment lists		✓	✓
Verification of emission regulations		✓	✓
List of standards and details		✓	
Specifications		✓	✓

Steam Generation:	Schematics*	DD**	CD***

* Submit, as a minimum, a single line layout for at a scale not less than 1:100 (1/8 inch). Submit a complete double line layout of areas of critical importance, at a scale of 1:50 (1/4 inch) including equipment.

** Submit minimum 1:100 (1/8 inch) scale floor plans, new and renovated, incorporating all of the revisions required by comments from schematics.

*** Submit fully dimensioned, complete, and coordinated 1:100 (1/8 inch) scale floor plans, incorporating all revisions required by comments from the design development phase.

K. NOTES:

1. Include maximum and minimum summer and winter demands and total annual production. Provide break-down of new steam loads into categories of end use such as building heating, humidification, reheat, domestic hot water, sterilization, line losses, kitchen, and laundry.

2. Show boilers, pumps, heat recovery devices, tanks, and emission control devices.

L. STEAM DISTRIBUTION (OUTSIDE): Submit the following:

Steam Distribution (Outside):	Schematics*	DD**	CD***
Estimate steam and condensate loads	✓	✓	✓
Life-cycle cost analysis of steam distribution system	✓		
Calculations of pipe sizing	✓	✓	✓
Steam distribution plot plan	✓	✓	✓
Existing underground utilities			
Soil conditions report	✓	✓	✓
Performance requirements for steam traps		✓	✓
Calculate pipe stress		✓	✓
Select expansion facilities for piping		✓	✓
Location of:			
Manholes		✓	✓
Pipe expansion devices		✓	✓
Profile drawings including existing utilities		✓	✓
Plan views/sections/dimensions for major piping, pipe layout and pipe supports of:			
Manholes		✓	✓
Trenches		✓	✓
Tunnels		✓	✓
Demolition Plans		✓	✓

* Submit outside steam generation plans at an appropriate scale to show all work involved.

** Submit outside steam generation plans at same scale as topographic/utility survey incorporating all of the revisions required by comments from schematics.

*** Submit fully dimensioned, complete, and coordinated outside steam generation plans incorporating all revisions required by comments from the design development phase.

M. SOLID WASTE DISPOSAL SYSTEM INCLUDING INCINERATION: Submit the following:

Solid Waste Disposal System Including Incineration:	Schematics*	DD**	CD***
Incineration report including: 1. amount and type of waste (new & existing) 2. emissions regulations and types of emissions controls required 3. life-cycle cost analysis on alternatives for waste disposal 4. calculations of equipment sizing and description of types of equipment 5. viable alternatives for waste disposal	✓		
Evaluation of capability of existing incinerator	✓		
Complete description of existing processing system	✓		
Tests to determine remaining service life and capacity of system	✓		
Plot plan with new plant location and location of existing plant	✓		
Plan view layout of new system or existing system showing new equipment location	✓		
Load calculations on amount and types of waste		✓	✓
Plot plan with location of new processing system		✓	✓
Plans/sections showing locations of:			
Equipment			
Major piping		✓	✓
Demolition		✓	✓
Catalog cuts (2 min.) of equipment selections		✓	✓
Emissions control devices		✓	✓
Schedules		✓	✓
Equipment lists		✓	✓
List of standards to be furnished later		✓	✓
List of special details to be furnished later		✓	✓
Verification of applicable emissions regulations affecting design or operation			✓
Specifications			✓

* Submit, as a minimum, a single line layout for at a scale not less than 1:100 (1/8 inch). Submit a complete double line layout of areas of critical importance, at a scale of 1:50 (1/4 inch) including equipment.

** Submit minimum 1:100 (1/8 inch) scale floor plans, new and renovated, incorporating all of the revisions required by comments from schematics.

*** Submit fully dimensioned, complete, and coordinated 1:100 (1/8 inch) scale floor plans, incorporating all revisions required by comments from the design development phase.

N. AUTOMATIC TRANSPORT: Submit the following:

Automatic Transport:	Schematics*	DD*	CD*
Automatic transport systems (ATS):			
Narrative w/ recommended improvements for exiting system	✓	✓	✓
Traffic study including existing and proposed ATS w/ alternate methods of distribution	✓	✓	✓
Changes to existing systems (arch. dwgs.)		✓	✓
Hoistway (arch. dwg.)		✓	✓
Machine room vents (arch. dwg.)		✓	✓
Type of ventilation (mech. dwg.)		✓	✓
Electrical requirements (elect. dwg.)		✓	✓
Drawings: ^{1, 2, & 3}			
Automatic Transport Systems		✓	✓
Elevators		✓	✓
Dumbwaiters		✓	✓
Other ATS systems		✓	✓
Sizes/dimensions/details:			
Hoistway enclosures		✓	✓
Pits		✓	✓
Pit ladders		✓	✓
Machine area ladder and railings		✓	✓
Entrances		✓	✓
Machine rooms		✓	✓
Locations/dimensions:			
Elevator cars		✓	✓
Entrances		✓	✓
Counterweights		✓	✓
Trap doors		✓	✓
Location of hoistway vents		✓	✓
Location of steel hoisting beams		✓	✓
Size of machine beams		✓	✓
Size of end reactions		✓	✓
Location/detail of machine beam pockets		✓	✓
Rail loadings		✓	✓
Hydraulic elevator piston pit loads		✓	✓

Automatic Transport:	Schematics*	DD*	CD*
Details			
Hoistway entrances for elevators		✓	✓
Cartlifts		✓	✓
Dumbwaiters		✓	✓
Trash chutes		✓	✓
Linen chutes		✓	✓
ETVS		✓	✓
Elevator machine room equipment layout		✓	✓
Interface with automatic recall and shutdown (see fire protection)			✓
Specifications		✓	✓

* Submit, as a minimum, a single line layout for at a scale not less than 1:100 (1/8 inch). Submit a complete double line layout of areas of critical importance, at a scale of 1:50 (1/4 inch) including equipment.

** Submit minimum 1:100 (1/8 inch) scale floor plans, new and renovated, incorporating all of the revisions required by comments from schematics.

*** Submit fully dimensioned, complete, and coordinated 1:100 (1/8 inch) scale floor plans, incorporating all revisions required by comments from the design development phase.

N. NOTES:

1. Include tracking, piping, battery charging areas, blower rooms, queuing areas, cart holding areas, cart washer, central control area, and floor or wall recessed transport control units. Indicate architectural features in areas to be utilized for these systems. Indicate on architectural drawings all the major equipment located in machine rooms, secondary levels, pits, and the areas pertaining to ATS, AGVS and ETVS.
2. Indicate changes required on the architectural drawings where existing transport systems are retained and modified to serve new and existing areas.
3. Provide all electrical criteria (per basic electrical notes and Automatic Transport Design Manual) on electrical drawings.

O. ASBESTOS ABATEMENT: Submit the following:

Asbestos Abatement:	Schematics*	DD**	CD***

Asbestos Abatement:	Schematics*	DD**	CD***
Asbestos abatement report including: 1. Summary results of building records 2. Summary results of station personnel interview 3. determination of materials known to contain asbestos 4. visual inspection of building to determine location and condition of asbestos 5. sample strategy on the extent of asbestos present	✓		
Name and location of qualified laboratory for sample analysis	✓		
Asbestos abatement drawing		✓	
Major Decontamination Areas showing: 1. Limits of sealing off the location 2. Quantities of asbestos material 3. Arrangements for auxiliary rooms 4. Engineering of negative air systems 5. Path of asbestos to loading platform 6. Location and connection to required utilities		✓	
Minor Decontamination Areas showing: 1. location, type, and length of pipe element to be abated by "Glove and Bag" approach 2. Other abatement features		✓	
Summary of: ¹			
Square meter (feet) of floor space for abatement		✓	✓
Total linear and square meter (feet) of asbestos to be abated		✓	✓
Total cost of abatement ²		✓	✓
Asbestos abatement drawings including: 1. restoration of impacted building sub-systems 2. integrated phasing on execution of abatement			✓

* Submit, as a minimum, a single line layout for at a scale not less than 1:100 (1/8 inch). Submit a complete double line layout of areas of critical importance, at a scale of 1:50 (1/4 inch) including equipment.

** Submit minimum 1:100 (1/8 inch) scale floor plans, new and renovated, incorporating all of the revisions required by comments from schematics.

*** Submit fully dimensioned, complete, and coordinated 1:100 (1/8 inch) scale floor plans, incorporating all revisions required by comments from the design development phase.

O. NOTES:

1. Include any cost for decontamination of equipment and fixtures in the proposal.

P. SPACE PLANNING

	Schematics	DD	CD
Space-Accounting Summary Table	✓ ¹	✓ ²	✓ ³

P. NOTES:

1. Provide a tabular table with columns entitled Departmental Function, H-7610 Requirements, Approved Space Program [Net Square Meters (Net Square Feet)], Variance Between H-7610 and Approved Space Program, Departmental Conversion Factor, Planned Departmental Gross Square Meters (Feet); column totals; and a Total Project Net to Gross Factor. Also, list separately the area required for additions to the program, unassigned space, major circulation (inter-departmental corridors, stairs, elevators), major mechanical and electrical spaces, exterior walls, connecting corridors to other buildings, space for future mechanical system expansion, and similar special requirements.
2. Update table. Justify in writing substantial deviations from the approved space program.
3. Update table.

Q. CRITICAL PATH METHOD (CPM): Submit the following:

Critical Path Method (CPM):	Schematics	DD	CD
Phasing Narrative	✓	✓	✓
Phasing Plans (on reduced site plans)	✓		
Phasing Diagram	✓		
Phases (marked on full size drawing)	✓		
Written list of systems ¹	✓	✓	✓
Phasing Diagram (drawn on Phasing Plan) ¹		✓	✓
CPM Phasing Plans (full size contract drawings) ²		✓	✓

O. NOTES:

1. Include temporary system by phase, and separate by technical discipline.
2. One drawing may reflect several reduced site plans.

R. ESTIMATING: Not Applicable:

S. SPECIFICATIONS

	Schematics	DD	CD
Specifications (All Disciplines)		✓ ^{1, 2, & 3}	✓ ^{4 & 5}

1. Submit for all technical disciplines the original VA Master Specification section drafts marked-up with pencil showing the editing for the project. Clearly identify modifications, deletions and insertions. Assure the specification drafts have been edited and tailored in their application to represent accurate coordination between drawings and specifications.
2. When no VA Master Construction Specification exists for a "unit of work", prepare the specification section consistent with VA Master Construction Specifications format.
 - a. Use generic or non-proprietary specifications describing the minimal acceptable product criteria level where no "Standard" exists to define quality and workmanship levels.
 - b. Use applicable "Standards" to define quality and workmanship when these publications exist. List complete designation and title of each publication used in Part 1; follow format in VA Master Construction Specifications for Applicable Publications.
4. Type specifications in final format and content including any desk copy changes made by the VAMC staff at the previous review. Submit a complete set of the typed specifications for review. Include one set of full size final drawings of all disciplines, fully coordinated.

T. FINAL DOCUMENTS

- a. Place the seal of the Registered Architect, Registered Landscape Architect, and Professional Engineer responsible for the design on the Construction Documents.

III. DISTRIBUTION OF A/E MATERIAL

A. SYMBOL IDENTIFICATION OF CONTRACT DRAWINGS

AS	-	Architectural Drawings (Numbered Only)
HA	-	Asbestos Removal Drawings
BI	-	Boring Log Drawings
ES	-	Electrical Drawings
FA	-	Fire Protection Drawings
MH	-	Heating, Ventilating, and Air Conditioning Drawings
PL	-	Plumbing Drawings
GS	-	Site Development and Environmental Drawings
CU	-	Sanitary and Irrigation Drawings
MU	-	Steam Distribution Drawings
MP	-	Steam Generation Drawings
SS	-	Structural Drawings

B. GENERAL NOTES

1. Bond prints shall be full-sized or half-size as required.
2. Bind all drawings into sets in the order of their above classification symbol.
3. All submitted specifications shall be original, unbound, and marked-up VA Master Specifications. Where no VA Master Specification is available, submit a developed specification.
4. Submit all materials, packaged and clearly marked by discipline, to the VA's Contracting Officer. However, where a small amount of material is submitted, the drawings may be packaged together for all disciplines as long as the drawings are separated and tagged with the discipline name. Other material may also be consolidated provided they are labeled and can easily be identified and separated.

Distribution of Material

Schematic Submission:

VA Medical Center (VAMC)	Appropriate Network Office*
2 complete set (Full Size)	N/A
1 complete set (Half Size)	

Design Development Submission:

VA Medical Center (VAMC)	Appropriate Network Office*
2 complete set (Full Size)	N/A
1 complete set (Half Size)	

Construction Documents Submission:

VA Medical Center (VAMC)	Appropriate Network Office*
2 complete set (Full Size)	N/A
1 complete set (Half Size)	

*Network Office will coordinate the necessary review with the responsible safety and fire protection person in their network.

A.4 Davis Bacon Wage rates

General Decision Number: FL130030 04/05/2013 FL30

Superseded General Decision Number: FL20120030

State: Florida

Construction Type: Building

County: Orange County in Florida.

BUILDING CONSTRUCTION PROJECTS (does not include single family homes or apartments up to and including 4 stories).

Modification Number	Publication Date
0	01/04/2013
1	01/18/2013
2	04/05/2013

BRFL0001-002 05/01/2010

	Rates	Fringes
TILE SETTER.....	\$ 18.50	6.00

* ELEC0606-001 06/01/2012

	Rates	Fringes
ELECTRICIAN.....	\$ 23.15	8.60

* ENGI0673-006 05/01/2010

	Rates	Fringes
OPERATOR: Crane Oiler.....	\$ 20.36	10.85
OPERATOR: Mechanic.....	\$ 26.30	10.85
OPERATOR: Oiler.....	\$ 20.36	10.85
OPERATOR: Boom Truck.....	\$ 24.14	10.85

IRON0808-004 01/01/2013

	Rates	Fringes
IRONWORKER, ORNAMENTAL, REINFORCING AND STRUCTURAL.....	\$ 23.00	10.95

* PAIN1010-005 09/01/2011

	Rates	Fringes
PAINTER: Roller, Steel and Spray Only.....	\$ 17.50	7.93

SFFL0821-001 07/01/2012

Rates	Fringes
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SPRINKLER FITTER (Fire Sprinklers).....	\$ 27.93	16.44
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SUFL2009-026 05/22/2009

	Rates	Fringes
ACOUSTICAL CEILING MECHANIC.....	\$ 14.84	0.13
BRICKLAYER.....	\$ 20.00	0.00
CARPENTER, Includes Form Work (Excludes Acoustical Ceiling Installation, and Drywall Hanging).....	\$ 14.56	3.31
CEMENT MASON/CONCRETE FINISHER...	\$ 13.00	0.00
DRYWALL FINISHER/TAPER.....	\$ 16.00	0.00
DRYWALL HANGER.....	\$ 16.04	0.98
FENCE ERECTOR.....	\$ 14.00	0.00
GLAZIER.....	\$ 16.07	6.24
HVAC MECHANIC (Installation of HVAC Duct).....	\$ 15.65	0.00
INSTALLER - CARPORT METAL COVERING.....	\$ 12.17	0.77
INSTALLER - DRAPERY BLINDS.....	\$ 17.50	0.00
INSULATOR - BATT.....	\$ 15.79	0.00
INSULATOR - PIPE & PIPEWRAPPER...	\$ 13.13	3.03
LABORER: Asphalt Shoveler.....	\$ 7.88	0.00
LABORER: Common or General.....	\$ 10.51	1.71
LABORER: Concrete Saw (Hand Held/Walk Behind).....	\$ 12.63	0.00
LABORER: Mason Tender - Brick...	\$ 10.00	0.00
LABORER: Mason Tender - Cement/Concrete.....	\$ 12.83	1.90
LABORER: Pipelayer.....	\$ 11.53	0.00
LABORER: Roof Tearoff.....	\$ 9.00	0.00
LABORER: Landscape and Irrigation.....	\$ 9.60	0.00
LATHER.....	\$ 13.41	0.00

OPERATOR: Asphalt Spreader.....\$ 11.41	0.00
OPERATOR: Backhoe/Excavator.....\$ 15.00	0.47
OPERATOR: Bulldozer.....\$ 15.00	0.00
OPERATOR: Crane.....\$ 17.75	0.00
OPERATOR: Distributor.....\$ 12.37	0.00
OPERATOR: Forklift.....\$ 14.00	0.00
OPERATOR: Grader/Blade.....\$ 11.00	0.63
OPERATOR: Loader.....\$ 11.00	0.63
OPERATOR: Paver (Asphalt, Aggregate, and Concrete).....\$ 12.83	0.00
OPERATOR: Pump.....\$ 17.12	0.00
OPERATOR: Roller.....\$ 10.68	0.00
OPERATOR: Screed.....\$ 11.34	0.00
OPERATOR: Tractor.....\$ 9.91	0.00
OPERATOR: Trencher.....\$ 11.75	0.00
PAINTER: Brush Only.....\$ 12.00	0.00
PIPEFITTER, Excludes HVAC Pipe Installation.....\$ 16.02	0.52
PLASTERER.....\$ 16.00	0.67
PLUMBER, Includes HVAC Pipe Installation.....\$ 16.00	0.00
ROOFER (Installation of Metal Roofs Only).....\$ 14.26	0.59
ROOFER, Includes Built Up, Hot Tar, Modified Bitumen, Shake & Shingle, Single Ply, Slate, & Tile Roofs (Excludes Installation of Metal Roofs).....\$ 14.65	1.53
SCAFFOLD BUILDER.....\$ 12.00	0.00
SHEET METAL WORKER, Excludes HVAC Duct Installation.....\$ 14.10	1.53
TRUCK DRIVER: Dump Truck.....\$ 10.00	0.00
TRUCK DRIVER: Lowboy Truck.....\$ 12.09	0.00

WELDERS - Receive rate prescribed for craft performing
operation to which welding is incidental.

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Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is union or non-union.

Union Identifiers

An identifier enclosed in dotted lines beginning with characters other than "SU" denotes that the union classification and rate have found to be prevailing for that classification. Example: PLUM0198-005 07/01/2011. The first four letters , PLUM, indicate the international union and the four-digit number, 0198, that follows indicates the local union number or district council number where applicable , i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2011, following these characters is the effective date of the most current negotiated rate/collective bargaining agreement which would be July 1, 2011 in the above example.

Union prevailing wage rates will be updated to reflect any changes in the collective bargaining agreements governing the rates.

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

Non-Union Identifiers

Classifications listed under an "SU" identifier were derived from survey data by computing average rates and are not union rates; however, the data used in computing these rates may include both union and non-union data. Example: SULA2004-007 5/13/2010. SU indicates the rates are not union majority rates, LA indicates the State of Louisiana; 2004 is the year of the survey; and 007 is an internal number used in producing the wage determination. A 1993 or later date, 5/13/2010, indicates the classifications and rates under that identifier were issued as a General Wage Determination on that date.

Survey wage rates will remain in effect and will not change until a new survey is conducted.

WAGE DETERMINATION APPEALS PROCESS

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

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

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

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END OF GENERAL DECISION

INFORMATION REGARDING BIDDING MATERIAL, BID GUARANTEE AND BONDS

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

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

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

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

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

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

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

DESCRIPTION OF WORK:

Cost Range: \$500,000.00 to \$1,000,000.00.

INSTRUCTIONS, CONDITIONS AND OTHER STATEMENTS TO BIDDERS/OFFERORS**52.204-7 System for Award Management.**

As prescribed in 4.1105(a)(1), use the following provision:

System for Award Management (Jul 2013)

(a) Definitions. As used in this provision—

“Data Universal Numbering System (DUNS) number” means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities.

“Data Universal Numbering System +4 (DUNS+4) number” means the DUNS number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional System for Award Management records for identifying alternative Electronic Funds Transfer (EFT) accounts (see the FAR at Subpart 32.11) for the same concern.

“Registered in the System for Award Management (SAM) database” means that—

(1) The offeror has entered all mandatory information, including the DUNS number or the DUNS+4 number, the Contractor and Government Entity (CAGE) code, as well as data required by the Federal Funding Accountability and Transparency Act of 2006 (see Subpart 4.14) into the SAM database;

(2) The offeror has completed the Core, Assertions, and Representations and Certifications, and Points of Contact sections of the registration in the SAM database;

(3) The Government has validated all mandatory data fields, to include validation of the Taxpayer Identification Number (TIN) with the Internal Revenue Service (IRS). The offeror will be required to provide consent for TIN validation to the Government as a part of the SAM registration process; and

(4) The Government has marked the record “Active”.

(b)(1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the SAM database prior to award, during performance, and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.

(2) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation “DUNS” or “DUNS +4” followed by the DUNS or DUNS +4 number that identifies the offeror’s name and address exactly as stated in the offer. The DUNS number will be used by the Contracting Officer to verify that the offeror is registered in the SAM database.

(c) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.

(1) An offeror may obtain a DUNS number—

(i) Via the Internet at <http://fedgov.dnb.com/webform> or if the offeror does not have internet access, it may call Dun and Bradstreet at 1-866-705-5711 if located within the United States; or

(ii) If located outside the United States, by contacting the local Dun and Bradstreet office. The offeror should indicate that it is an offeror for a U.S. Government contract when contacting the local Dun and Bradstreet office.

(2) The offeror should be prepared to provide the following information:

- (i) Company legal business.
 - (ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.
 - (iii) Company Physical Street Address, City, State, and ZIP Code.
 - (iv) Company Mailing Address, City, State and ZIP Code (if separate from physical).
 - (v) Company Telephone Number.
 - (vi) Date the company was started.
 - (vii) Number of employees at your location.
 - (viii) Chief executive officer/key manager.
 - (ix) Line of business (industry).
 - (x) Company Headquarters name and address (reporting relationship within your entity).
- (d) If the Offeror does not become registered in the SAM database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror.
- (e) Processing time, which normally takes 48 hours, should be taken into consideration when registering. Offerors who are not registered should consider applying for registration immediately upon receipt of this solicitation.
- (f) Offerors may obtain information on registration at <https://www.acquisition.gov> .
- (End of clause)

2.1 52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a Firm-Fixed-Price contract resulting from this solicitation.

(End of Provision)

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

(a)(1) The offeror shall notify the Government if the offeror intends to perform work at any secondary site of the work, as defined in paragraph (a)(1)(ii) of the FAR clause at 52.222-6, Davis-Bacon Act, of this solicitation.

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

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

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

(End of Provision)

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

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

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

Goals for minority participation for each trade	Goals for female participation for each trade
15.5 %	6.9 %

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

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

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

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

(e) As used in this Notice, and in any contract resulting from this solicitation, the "covered area" is
City of Orlando,
Orange County,
State of Florida

(End of Provision)

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

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

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

(c) Evaluation of offers.

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

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

(d) Alternate offers.

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

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

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

- (i) Will be rejected as nonresponsive if this acquisition is conducted by sealed bidding; or
- (ii) May be accepted if revised during negotiations.

(End of Provision)

2.5 52.228-1 BID GUARANTEE (SEP 1996)

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

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

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

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

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

(End of Provision)

2.6 52.232-18 AVAILABILITY OF FUNDS (APR 1984)

Funds are not presently available for this contract. The Government's obligation under this contract is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise until funds are made available to the Contracting Officer for this contract and until the Contractor receives notice of such availability, to be confirmed in writing by the Contracting Officer.

(End of Clause)

2.7 52.233-2 SERVICE OF PROTEST (SEP 2006)

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

Christy Glass

Hand-Carried Address:

Department of Veterans Affairs
Orlando VA Medical Center
2500 Lakemont Ave
Contracting Rm 101
Orlando FL 32814

Mailing Address:

Department of Veterans Affairs
Orlando VA Medical Center
5201 Raymond Street
Lakemont Campus, Contracting, Rm 101
Orlando FL 32803

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

(End of Provision)

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

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

(b) An organized site visit has been scheduled for-
TBA in upcoming amendment

(c) Participants will meet at-
TBA in upcoming amendment

(End of Provision)

2.9 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)

2.10 52.215-1 INSTRUCTIONS TO OFFERORS--COMPETITIVE ACQUISITION (JAN 2004)

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

"Discussions" are negotiations that occur after establishment of the competitive range that may, at the Contracting Officer's discretion, result in the offeror being allowed to revise its proposal.

"In writing," "writing," or "written" means any worded or numbered expression that can be read, reproduced, and later communicated, and includes electronically transmitted and stored information.

"Proposal modification" is a change made to a proposal before the solicitation's closing date and time, or made in response to an amendment, or made to correct a mistake at any time before award.

"Proposal revision" is a change to a proposal made after the solicitation closing date, at the request of or as allowed by a Contracting Officer as the result of negotiations.

"Time," if stated as a number of days, is calculated using calendar days, unless otherwise specified, and will include Saturdays, Sundays, and legal holidays. However, if the last day falls on a Saturday, Sunday, or legal holiday, then the period shall include the next working day.

(b) *Amendments to solicitations.* If this solicitation is amended, all terms and conditions that are not amended remain unchanged. Offerors shall acknowledge receipt of any amendment to this solicitation by the date and time specified in the amendment(s).

(c) Submission, modification, revision, and withdrawal of proposals.

(1) Unless other methods (e.g., electronic commerce or facsimile) are permitted in the solicitation, proposals and modifications to proposals shall be submitted in paper media in sealed envelopes or packages (i) addressed to the office specified in the solicitation, and (ii) showing the time and date specified for receipt, the solicitation number, and the name

and address of the offeror. Offerors using commercial carriers should ensure that the proposal is marked on the outermost wrapper with the information in paragraphs (c)(1)(i) and (c)(1)(ii) of this provision.

(2) The first page of the proposal must show-

- (i) The solicitation number;
- (ii) The name, address, and telephone and facsimile numbers of the offeror (and electronic address if available);
- (iii) A statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation and agreement to furnish any or all items upon which prices are offered at the price set opposite each item;
- (iv) Names, titles, and telephone and facsimile numbers (and electronic addresses if available) of persons authorized to negotiate on the offeror's behalf with the Government in connection with this solicitation; and
- (v) Name, title, and signature of person authorized to sign the proposal. Proposals signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the issuing office.

(3) Submission, modification, revision, and withdrawal of proposals.

(i) Offerors are responsible for submitting proposals, and any modifications or revisions, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that proposal or revision is due.

(ii)(A) Any proposal, modification, or revision received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and-

(1) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of proposals; or

(2) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or

(3) It is the only proposal received.

(B) However, a late modification of an otherwise successful proposal that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.

(iii) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the proposal wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(iv) If an emergency or unanticipated event interrupts normal Government processes so that proposals cannot be received at the office designated for receipt of proposals by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation, the time specified for receipt of proposals will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

(v) Proposals may be withdrawn by written notice received at any time before award. Oral proposals in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile proposals, proposals may be withdrawn via facsimile received at any time before award, subject to the conditions specified in the provision at 52.215-5, Facsimile Proposals. Proposals may be withdrawn in person by an offeror or an authorized representative, if the identity of the person requesting withdrawal is established and the person signs a receipt for the proposal before award.

(4) Unless otherwise specified in the solicitation, the offeror may propose to provide any item or combination of items.

(5) Offerors shall submit proposals in response to this solicitation in English, unless otherwise permitted by the solicitation, and in U.S. dollars, unless the provision at FAR 52.225-17, Evaluation of Foreign Currency Offers, is included in the solicitation.

(6) Offerors may submit modifications to their proposals at any time before the solicitation closing date and time, and may submit modifications in response to an amendment, or to correct a mistake at any time before award.

(7) Offerors may submit revised proposals only if requested or allowed by the Contracting Officer.

(8) Proposals may be withdrawn at any time before award. Withdrawals are effective upon receipt of notice by the Contracting Officer.

(d) *Offer expiration date.* Proposals in response to this solicitation will be valid for the number of days specified on the solicitation cover sheet (unless a different period is proposed by the offeror).

(e) *Restriction on disclosure and use of data.* Offerors that include in their proposals data that they do not want disclosed to the public for any purpose, or used by the Government except for evaluation purposes, shall-

(1) Mark the title page with the following legend:

This proposal includes data that shall not be disclosed outside the Government and shall not be duplicated, used, or disclosed in whole or in part for any purpose other than to evaluate this proposal. If, however, a contract is awarded to this offeror as a result of or in connection with the submission of this data, the Government shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit the Government's right to use information contained in this data if it is obtained from another source without restriction. The data subject to this restriction are contained in sheets [insert numbers or other identification of sheets]; and

(2) Mark each sheet of data it wishes to restrict with the following legend:

Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal.

(f) Contract award.

(1) The Government intends to award a contract or contracts resulting from this solicitation to the responsible offeror(s) whose proposal(s) represents the best value after evaluation in accordance with the factors and subfactors in the solicitation.

(2) The Government may reject any or all proposals if such action is in the Government's interest.

(3) The Government may waive informalities and minor irregularities in proposals received.

(4) The Government intends to evaluate proposals and award a contract without discussions with offerors (except clarifications as described in FAR 15.306(a)). Therefore, the offeror's initial proposal should contain the offeror's best terms from a cost or price and technical standpoint. The Government reserves the right to conduct discussions if the Contracting Officer later determines them to be necessary. If the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals.

(5) The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit cost or prices offered, unless the offeror specifies otherwise in the proposal.

(6) The Government reserves the right to make multiple awards if, after considering the additional administrative costs, it is in the Government's best interest to do so.

(7) Exchanges with offerors after receipt of a proposal do not constitute a rejection or counteroffer by the Government.

(8) The Government may determine that a proposal is unacceptable if the prices proposed are materially unbalanced between line items or subline items. Unbalanced pricing exists when, despite an acceptable total evaluated price, the price of one or more contract line items is significantly overstated or understated as indicated by the application of cost or price analysis techniques. A proposal may be rejected if the Contracting Officer determines that the lack of balance poses an unacceptable risk to the Government.

(9) If a cost realism analysis is performed, cost realism may be considered by the source selection authority in evaluating performance or schedule risk.

(10) A written award or acceptance of proposal mailed or otherwise furnished to the successful offeror within the time specified in the proposal shall result in a binding contract without further action by either party.

(11) If a post-award debriefing is given to requesting offerors, the Government shall disclose the following information, if applicable:

(i) The agency's evaluation of the significant weak or deficient factors in the debriefed offeror's offer.

(ii) The overall evaluated cost or price and technical rating of the successful and the debriefed offeror and past performance information on the debriefed offeror.

(iii) The overall ranking of all offerors, when any ranking was developed by the agency during source selection.

(iv) A summary of the rationale for award.

(v) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.

(vi) Reasonable responses to relevant questions posed by the debriefed offeror as to whether source-selection procedures set forth in the solicitation, applicable regulations, and other applicable authorities were followed by the agency.

(End of Provision)

2.11 52.236-28 PREPARATION OF PROPOSALS--CONSTRUCTION (OCT 1997)

(a) Proposals must be (1) submitted on the forms furnished by the Government or on copies of those forms, and (2) manually signed. The person signing a proposal must initial each erasure or change appearing on any proposal form.

(b) The proposal form may require offerors to submit proposed prices for one or more items on various bases, including-

- (1) Lump sum price;
- (2) Alternate prices;
- (3) Units of construction; or
- (4) Any combination of paragraphs (b)(1) through (b)(3) of this provision.

(c) If the solicitation requires submission of a proposal on all items, failure to do so may result in the proposal being rejected without further consideration. If a proposal on all items is not required, offerors should insert the words "no proposal" in the space provided for any item on which no price is submitted.

(d) Alternate proposals will not be considered unless this solicitation authorizes their submission.

(End of Provision)

2.12 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;

(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)

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

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

(End of Clause)

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

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

- (1) Include the name, address, fax number, and telephone number of the protester;
- (2) Identify the solicitation and/or contract number;
- (3) Include an original signed by the protester or the protester's representative and at least one copy;
- (4) Set forth a detailed statement of the legal and factual grounds of the protest, including a description of resulting prejudice to the protester, and provide copies of relevant documents;
- (5) Specifically request a ruling of the individual upon whom the protest is served;
- (6) State the form of relief requested; and
- (7) Provide all information establishing the timeliness of the protest.

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

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

(End of Provision)

2.15 VAAR 852.233-71 ALTERNATE PROTEST PROCEDURE (JAN 1998)

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

(End of Provision)

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

Deputy Assistant Secretary for Acquisition and Logistics,
Risk Management Team, Department of Veterans Affairs
810 Vermont Avenue, N.W.
Washington, DC 20420

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

Director, Office of Construction and Facilities Management
811 Vermont Avenue, N.W.
Washington, DC 20420

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

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

(End of Provision)

2.17 LIMITATIONS ON SUBCONTRACTING-- MONITORING AND COMPLIANCE (JUN 2011)

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

(End of Clause)

2.18 PARTNERING

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

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

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

REPRESENTATIONS AND CERTIFICATIONS

52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS.

As prescribed in [4.1202](#), insert the following provision:

ANNUAL REPRESENTATIONS AND CERTIFICATIONS (JUL 2013)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is **562910 Remediation Services**.

(2) The small business size standard is **\$19 Million**.

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

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

(2) If the provision at [52.204-7](#) is not included in this solicitation, and the offeror is currently registered in the System for Award Management (SAM), and has completed the Representations and Certifications section of SAM 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 SAM are applicable to this solicitation as indicated:

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

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

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

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

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

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

(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:

[Contracting Officer check as appropriate.]

(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 SAM website accessed through <https://www.acquisition.gov>. After reviewing the SAM 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

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

(End of provision)

3.1 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)

3.2 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 (FAPIS) 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)

3.3 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)

<u>FAR</u> <u>Number</u>	<u>Title</u>	<u>Date</u>
52.225-25	PROHIBITION ON CONTRACTING WITH ENTITIES ENGAGING IN CERTAIN ACTIVITIES OR TRANSACTIONS RELATING TO IRAN-- REPRESENTATION AND CERTIFICATIONS	DEC 2012

GENERAL CONDITIONS

52.204-10 REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS.

As prescribed in [4.1403\(a\)](#), insert the following clause:

REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS (JUL 2013)

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

“Executive” means officers, managing partners, or any other employees in management positions.

“First-tier subcontract” means a subcontract awarded directly by the Contractor for the purpose of acquiring supplies or services (including construction) for performance of a prime contract. It does not include the Contractor’s supplier agreements with vendors, such as long-term arrangements for materials or supplies that benefit multiple contracts and/or the costs of which are normally applied to a Contractor’s general and administrative expenses or indirect costs.

“Months of award” means the month in which a contract is signed by the Contracting Officer or the month in which a first-tier subcontract is signed by the Contractor.

“Total compensation” means the cash and noncash dollar value earned by the executive during the Contractor’s preceding fiscal year and includes the following (for more information see 17 CFR 229.402(c)(2)):

(1) *Salary and bonus.*

(2) *Awards of stock, stock options, and stock appreciation rights.* Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Financial Accounting Standards Board’s Accounting Standards Codification (FASB ASC) 718, Compensation-Stock Compensation.

(3) *Earnings for services under non-equity incentive plans.* This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.

(4) *Change in pension value.* This is the change in present value of defined benefit and actuarial pension plans.

(5) *Above-market earnings on deferred compensation which is not tax-qualified.*

(6) Other compensation, if the aggregate value of all such other compensation (*e.g.*, severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.

(b) Section 2(d)(2) of the Federal Funding Accountability and Transparency Act of 2006 (Pub. L. 109-282), as amended by section 6202 of the Government Funding Transparency Act of 2008 (Pub. L. 110-252), requires the Contractor to report information on subcontract awards. The law requires all reported information be made public, therefore, the Contractor is responsible for notifying its subcontractors that the required information will be made public.

(c) Nothing in this clause requires the disclosure of classified information

(d)(1) *Executive compensation of the prime contractor.* As a part of its annual registration requirement in the System for Award Management (SAM) database (FAR provision [52.204-7](#)), the Contractor shall report the names and total compensation of each of the five most highly compensated executives for its preceding completed fiscal year, if—

(i) In the Contractor’s preceding fiscal year, the Contractor received—

(A) 80 percent or more of its annual gross revenues from Federal contracts (and subcontracts), loans, grants (and subgrants), cooperative agreements, and other forms of Federal financial assistance; and

(B) \$25,000,000 or more in annual gross revenues from Federal contracts (and subcontracts), loans, grants (and subgrants), cooperative agreements, and other forms of Federal financial assistance; and

(ii) The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 ([15 U.S.C. 78m\(a\), 78o\(d\)](#)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)

(2) *First-tier subcontract information.* Unless otherwise directed by the contracting officer, or as provided in paragraph (h) of this clause, by the end of the month following the month of award of a first-tier subcontract with a value of \$25,000 or more, the Contractor shall report the following information at <http://www.fsr.gov> for that first-tier subcontract. (The Contractor shall follow the instructions at <http://www.fsr.gov> to report the data.)

(i) Unique identifier (DUNS Number) for the subcontractor receiving the award and for the subcontractor's parent company, if the subcontractor has a parent company.

(ii) Name of the subcontractor.

- (iii) Amount of the subcontract award.
 - (iv) Date of the subcontract award.
 - (v) A description of the products or services (including construction) being provided under the subcontract, including the overall purpose and expected outcomes or results of the subcontract.
 - (vi) Subcontract number (the subcontract number assigned by the Contractor).
 - (vii) Subcontractor's physical address including street address, city, state, and country. Also include the nine-digit zip code and congressional district.
 - (viii) Subcontractor's primary performance location including street address, city, state, and country. Also include the nine-digit zip code and congressional district.
 - (ix) The prime contract number, and order number if applicable.
 - (x) Awarding agency name and code.
 - (xi) Funding agency name and code.
 - (xii) Government contracting office code.
 - (xiii) Treasury account symbol (TAS) as reported in FPDS.
 - (xiv) The applicable North American Industry Classification System code (NAICS).
- (3) *Executive compensation of the first-tier subcontractor.* Unless otherwise directed by the Contracting Officer, by the end of the month following the month of award of a first-tier subcontract with a value of \$25,000 or more, and annually thereafter (calculated from the prime contract award date), the Contractor shall report the names and total compensation of each of the five most highly compensated executives for that first-tier subcontractor for the first-tier subcontractor's preceding completed fiscal year at <http://www.fsrs.gov>, if—
- (i) In the subcontractor's preceding fiscal year, the subcontractor received—
 - (A) 80 percent or more of its annual gross revenues from Federal contracts (and subcontracts), loans, grants (and subgrants), cooperative agreements, and other forms of Federal financial assistance; and
 - (B) \$25,000,000 or more in annual gross revenues from Federal contracts (and subcontracts), loans, grants (and subgrants), cooperative agreements, and other forms of Federal financial assistance; and
 - (ii) The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)
- (e) The Contractor shall not split or break down first-tier subcontract awards to a value less than \$25,000 to avoid the reporting requirements in paragraph (d).
- (f) The Contractor is required to report information on a first-tier subcontract covered by paragraph (d) when the subcontract is awarded. Continued reporting on the same subcontract is not required unless one of the reported data elements changes during the performance of the subcontract. The Contractor is not required to make further reports after the first-tier subcontract expires.
- (g)(1) If the Contractor in the previous tax year had gross income, from all sources, under \$300,000, the Contractor is exempt from the requirement to report subcontractor awards.
- (2) If a subcontractor in the previous tax year had gross income from all sources under \$300,000, the Contractor does not need to report awards for that subcontractor.
- (h) The FSRS database at <http://www.fsrs.gov> will be prepopulated with some information from SAM and FPDS databases. If FPDS information is incorrect, the contractor should notify the contracting officer. If the SAM database information is incorrect, the contractor is responsible for correcting this information.
- (End of clause)

52.204-13 SYSTEM FOR AWARD MANAGEMENT MAINTENANCE.

As prescribed in [4.1105\(b\)](#), use the following clause:

SYSTEM FOR AWARD MANAGEMENT MAINTENANCE.

(JUL 2013)

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

“Data Universal Numbering System (DUNS) number” means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities, which is used as the identification number for Federal contractors.

“Data Universal Numbering System+4 (DUNS+4) number” means the DUNS number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional SAM records for identifying alternative Electronic Funds Transfer (EFT) accounts (see the FAR at subpart [32.11](#)) for the same concern.

“Registered in the System for Award Management (SAM) database” means that—

(1) The Contractor has entered all mandatory information, including the DUNS number or the DUNS+4 number, the Contractor and Government Entity (CAGE) code, as well as data required by the Federal Funding Accountability and Transparency Act of 2006 (see [Subpart 4.14](#)), into the SAM database;

(2) The Contractor has completed the Core, Assertions, Representations and Certifications, and Points of Contact sections of the registration in the SAM database;

(3) The Government has validated all mandatory data fields, to include validation of the Taxpayer Identification Number (TIN) with the Internal Revenue Service (IRS). The Contractor will be required to provide consent for TIN validation to the Government as a part of the SAM registration process; and

(4) The Government has marked the record “Active”.

“System for Award Management (SAM)” means the primary Government repository for prospective Federal awardee and Federal awardee information and the centralized Government system for certain contracting, grants, and other assistance-related processes. It includes—

(1) Data collected from prospective Federal awardees required for the conduct of business with the Government;

(2) Prospective contractor-submitted annual representations and certifications in accordance with FAR [Subpart 4.14](#); and

(3) Identification of those parties excluded from receiving Federal contracts, certain subcontracts, and certain types of Federal financial and non-financial assistance and benefits.

(b) The Contractor is responsible for the accuracy and completeness of the data within the SAM database, and for any liability resulting from the Government’s reliance on inaccurate or incomplete data. To remain registered in the SAM database after the initial registration, the Contractor is required to review and update on an annual basis, from the date of initial registration or subsequent updates, its information in the SAM database to ensure it is current, accurate and complete. Updating information in the SAM does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(c)

(1)

(i) If a Contractor has legally changed its business name, *doing business as* name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in subpart [42.12](#), the Contractor shall provide the responsible Contracting Officer a minimum of one business day’s written notification of its intention to—

(A) Change the name in the SAM database;

(B) Comply with the requirements of subpart [42.12](#) of the FAR; and

(C) Agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor shall provide with the notification sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (c)(1)(i)(C) of this clause, or fails to perform the agreement at paragraph (c)(1)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the SAM information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the “Suspension of Payment” paragraph of the electronic funds transfer (EFT) clause of this contract.

(2) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the SAM record to reflect an assignee for the purpose of assignment of claims (see FAR subpart [32.8](#), Assignment of Claims). Assignees shall be separately registered in the SAM. Information provided to the Contractor’s SAM record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the “Suspension of Payment” paragraph of the EFT clause of this contract.

(3) The Contractor shall ensure that the DUNS number is maintained with Dun & Bradstreet throughout the life of the contract. The Contractor shall communicate any change to the DUNS number to the Contracting Officer within 30 days after the change, so an appropriate modification can be issued to update the data on the contract. A change in the DUNS number does not necessarily require a novation be accomplished. Dun & Bradstreet may be contacted

(i) Via the internet at <http://fedgov.dnb.com/webform> or if the contractor does not have internet access, it may call Dun and Bradstreet at 1-866-705-5711 if located within the United States; or

(ii) If located outside the United States, by contacting the local Dun and Bradstreet office.

(d) Contractors may obtain additional information on registration and annual confirmation requirements at <https://www.acquisition.gov>.

(End of clause)

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

(a) The Contractor shall update the information in the Federal Awardee Performance and Integrity Information System (FAPIS) 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 FAPIS on or after April 15, 2011, except past performance reviews, will be publicly available. FAPIS 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 FAPIS 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 FAPIS 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 FAPIS.

(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 FAPIS on or after April 15, 2011, except past performance reviews, will be publicly available.

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

(End of Clause)

4.2 52.211-10 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 190 days after receipt of the Notice to proceed.. 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 TBD. The completion date will be extended by the number of calendar days after the above date that the Contractor receives the notice to proceed, except to the extent that the delay in issuance of the notice to proceed results from the failure of the Contractor to execute the contract and give the required performance and payment bonds within the time specified in the offer.

(End of Clause)

4.3 52.219-14 LIMITATIONS ON SUBCONTRACTING (NOV 2011)

(a) This clause does not apply to the unrestricted portion of a partial set-aside.

(b) *Applicability*. This clause applies only to-

(1) Contracts that have been set aside or reserved for small business concerns or 8(a) concerns;

(2) Part or parts of a multiple-award contract that have been set aside for small business concerns or 8(a) concerns; and

(3) Orders set aside for small business or 8(a) concerns under multiple-award contracts as described in 8.405-5 and 16.505(b)(2)(i)(F).

(c) By submission of an offer and execution of a contract, the Offeror/Contractor agrees that in performance of the contract in the case of a contract for--

(1) *Services (except construction)*. At least 50 percent of the cost of contract performance incurred for personnel shall be expended for employees of the concern.

(2) *Supplies (other than procurement from a nonmanufacturer of such supplies)*. The concern shall perform work for at least 50 percent of the cost of manufacturing the supplies, not including the cost of materials.

(3) *General construction*. The concern will perform at least 15 percent of the cost of the contract, not including the cost of materials, with its own employees.

(4) *Construction by special trade contractors*. The concern will perform at least 25 percent of the cost of the contract, not including the cost of materials, with its own employees.

(End of Clause)

4.4 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 562910 assigned to contract number TBA.

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

(End of Clause)

4.5 52.222-40 NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT (DEC 2010)

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

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

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

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

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

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

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

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

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

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

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

(f) Subcontracts.

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

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

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

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

(End of Clause)

4.6 52.223-3 HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA (JAN 1997) ALTERNATE I (JUL 1995)

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

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

Material (If none, insert "None")	Identification No.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(End of Clause)

4.7 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:

NA

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

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

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

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

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

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

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

(B) Unit of measure;

(C) Quantity;

(D) Price;

(E) Time of delivery or availability;

(F) Location of the construction project;

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

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

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

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

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

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

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

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

FOREIGN AND DOMESTIC CONSTRUCTION MATERIALS PRICE COMPARISON

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

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

[Include other applicable supporting information.]

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

(End of Clause)

4.8 SUPPLEMENTAL INSURANCE REQUIREMENTS

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

- (a) Workers' compensation and employers liability: Contractors are required to comply with applicable Federal and State workers' compensation and occupational disease statutes. If occupational diseases are not compensable under those statutes, they shall be covered under the employer's liability section of the insurance policy, except when contract operations are so commingled with a Contractor's commercial operations that it would not be practical to require this coverage. Employer's liability coverage of at least \$100,000 is required, except in States with exclusive or monopolistic funds that do not permit workers' compensation to be written by private carriers.
 - (b) General Liability: \$500,000.00 per occurrences.
 - (c) Automobile liability: \$200,000.00 per person; \$500,000.00 per occurrence and \$20,000.00 property damage.
 - (d) The successful bidder must present to the Contracting Officer, prior to award, evidence of general liability insurance without any exclusionary clauses for asbestos that would void the general liability coverage.
- (End of Clause)

4.9 52.232-33 PAYMENT BY ELECTRONIC FUNDS TRANSFER--CENTRAL CONTRACTOR REGISTRATION (OCT 2003)

- (a) Method of payment. (1) All payments by the Government under this contract shall be made by electronic funds transfer (EFT), except as provided in paragraph (a)(2) of this clause. As used in this clause, the term "EFT" refers to the funds transfer and may also include the payment information transfer.
- (2) In the event the Government is unable to release one or more payments by EFT, the Contractor agrees to either--
 - (i) Accept payment by check or some other mutually agreeable method of payment; or
 - (ii) Request the Government to extend the payment due date until such time as the Government can make payment by EFT (but see paragraph (d) of this clause).
- (b) *Contractor's EFT information.* The Government shall make payment to the Contractor using the EFT information contained in the Central Contractor Registration (CCR) database. In the event that the EFT information changes, the Contractor shall be responsible for providing the updated information to the CCR database.
- (c) *Mechanisms for EFT payment.* The Government may make payment by EFT through either the Automated Clearing House (ACH) network, subject to the rules of the National Automated Clearing House Association, or the Fedwire Transfer System. The rules governing Federal payments through the ACH are contained in 31 CFR part 210.
- (d) *Suspension of payment.* If the Contractor's EFT information in the CCR database is incorrect, then the Government need not make payment to the Contractor under this contract until correct EFT information is entered into the CCR database; and any invoice or contract financing request shall be deemed not to be a proper invoice for the purpose of prompt payment under this contract. The prompt payment terms of the contract regarding notice of an improper invoice and delays in accrual of interest penalties apply.
- (e) Liability for uncompleted or erroneous transfers. (1) If an uncompleted or erroneous transfer occurs because the Government used the Contractor's EFT information incorrectly, the Government remains responsible for--
 - (i) Making a correct payment;
 - (ii) Paying any prompt payment penalty due; and
 - (iii) Recovering any erroneously directed funds.
- (2) If an uncompleted or erroneous transfer occurs because the Contractor's EFT information was incorrect, or was revised within 30 days of Government release of the EFT payment transaction instruction to the Federal Reserve System, and--
 - (i) If the funds are no longer under the control of the payment office, the Government is deemed to have made payment and the Contractor is responsible for recovery of any erroneously directed funds; or
 - (ii) If the funds remain under the control of the payment office, the Government shall not make payment, and the provisions of paragraph (d) of this clause shall apply.
- (f) *EFT and prompt payment.* A payment shall be deemed to have been made in a timely manner in accordance with the prompt payment terms of this contract if, in the EFT payment transaction instruction released to the Federal Reserve System, the date specified for settlement of the payment is on or before the prompt payment due date, provided the specified payment date is a valid date under the rules of the Federal Reserve System.
- (g) *EFT and assignment of claims.* If the Contractor assigns the proceeds of this contract as provided for in the assignment of claims terms of this contract, the Contractor shall require as a condition of any such assignment, that the assignee shall register separately in the CCR database and shall be paid by EFT in accordance with the terms of this clause. Notwithstanding any other requirement of this contract, payment to an ultimate recipient other than the Contractor,

or a financial institution properly recognized under an assignment of claims pursuant to subpart 32.8, is not permitted. In all respects, the requirements of this clause shall apply to the assignee as if it were the Contractor. EFT information that shows the ultimate recipient of the transfer to be other than the Contractor, in the absence of a proper assignment of claims acceptable to the Government, is incorrect EFT information within the meaning of paragraph (d) of this clause.

(h) *Liability for change of EFT information by financial agent.* The Government is not liable for errors resulting from changes to EFT information made by the Contractor's financial agent.

(i) *Payment information.* The payment or disbursing office shall forward to the Contractor available payment information that is suitable for transmission as of the date of release of the EFT instruction to the Federal Reserve System. The Government may request the Contractor to designate a desired format and method(s) for delivery of payment information from a list of formats and methods the payment office is capable of executing. However, the Government does not guarantee that any particular format or method of delivery is available at any particular payment office and retains the latitude to use the format and delivery method most convenient to the Government. If the Government makes payment by check in accordance with paragraph (a) of this clause, the Government shall mail the payment information to the remittance address contained in the CCR database.

(End of Clause)

52.232-39 UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS.

As prescribed in 32.706-3, insert the following clause:
Unenforceability of Unauthorized Obligations (JUN 2013)

(a) Except as stated in paragraph (b) of this clause, when any supply or service acquired under this contract is subject to any End User License Agreement (EULA), Terms of Service (TOS), or similar legal instrument or agreement, that includes any clause requiring the Government to indemnify the Contractor or any person or entity for damages, costs, fees, or any other loss or liability that would create an Anti-Deficiency Act violation (31 U.S.C. 1341), the following shall govern:

(1) Any such clause is unenforceable against the Government.

(2) Neither the Government nor any Government authorized end user shall be deemed to have agreed to such clause by virtue of it appearing in the EULA, TOS, or similar legal instrument or agreement. If the EULA, TOS, or similar legal instrument or agreement is invoked through an "I agree" click box or other comparable mechanism (e.g., "click-wrap" or "browse-wrap" agreements), execution does not bind the Government or any Government authorized end user to such clause.

(3) Any such clause is deemed to be stricken from the EULA, TOS, or similar legal instrument or agreement.

(b) Paragraph (a) of this clause does not apply to indemnification by the Government that is expressly authorized by statute and specifically authorized under applicable agency regulations and procedures.

(End of clause)

4.10 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)

4.11 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</u> <u>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
52.204-10	REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS	AUG 2012
52.204-12	DATA UNIVERSAL NUMBERING SYSTEM NUMBER MAINTENANCE	DEC 2012
52.204-13	CENTRAL CONTRACTOR REGISTRATION 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
52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS	JAN 2011
52.222-3	CONVICT LABOR	JUN 2003
52.222-4	CONTRACT WORK HOURS AND SAFETY STANDARDS ACT-OVERTIME COMPENSATION	JUL 2005
52.222-6	DAVIS-BACON ACT	JUL 2005
52.222-7	WITHHOLDING OF FUNDS	FEB 1988
52.222-8	PAYROLLS AND BASIC RECORDS	JUN 2010
52.222-9	APPRENTICES AND TRAINEES	JUL 2005
52.222-10	COMPLIANCE WITH COPELAND ACT REQUIREMENTS	FEB 1988
52.222-11	SUBCONTRACTS (LABOR STANDARDS)	JUL 2005
52.222-12	CONTRACT TERMINATION - DEBARMENT	FEB 1988
52.222-13	COMPLIANCE WITH DAVIS-BACON AND RELATED ACT REGULATIONS	FEB 1988
52.222-14	DISPUTES CONCERNING LABOR STANDARDS	FEB 1988
52.222-15	CERTIFICATION OF ELIGIBILITY	FEB 1988
52.222-21	PROHIBITION OF SEGREGATED FACILITIES	FEB 1999
52.222-26	EQUAL OPPORTUNITY	MAR 2007
52.222-27	AFFIRMATIVE ACTION COMPLIANCE REQUIREMENTS FOR CONSTRUCTION	FEB 1999
52.222-35	EQUAL OPPORTUNITY FOR VETERANS	SEP 2010
52.222-36	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES	OCT 2010
52.222-37	EMPLOYMENT REPORTS ON VETERANS	SEP 2010
52.222-50	COMBATING TRAFFICKING IN PERSONS	FEB 2009
52.222-54	EMPLOYMENT ELIGIBILITY VERIFICATION	JUL 2012
52.223-5	POLLUTION PREVENTION AND RIGHT-TO-KNOW	MAY 2011

	INFORMATION	
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
52.232-27	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 ALTERNATE I (APR 1984)	NOV 1991
52.236-14	AVAILABILITY AND USE OF UTILITY SERVICES	APR 1984
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 ALTERNATE I (APR 1984)	FEB 1997
52.236-26	PRECONSTRUCTION CONFERENCE	FEB 1995
52.242-13	BANKRUPTCY	JUL 1995
52.242-14	SUSPENSION OF WORK	APR 1984
52.243-4	CHANGES	JUN 2007
52.244-5	COMPETITION IN SUBCONTRACTING	DEC 1996
52.244-6	SUBCONTRACTS FOR COMMERCIAL ITEMS	DEC 2010
52.246-12	INSPECTION OF CONSTRUCTION	AUG 1996
52.246-21	WARRANTY OF CONSTRUCTION	MAR 1994
52.248-3	VALUE ENGINEERING--CONSTRUCTION	OCT 2010
52.249-2	TERMINATION FOR CONVENIENCE OF THE	APR 2012

	GOVERNMENT (FIXED PRICE) ALTERNATE I (SEPT 1996)	
52.249-10	DEFAULT (FIXED-PRICE CONSTRUCTION)	APR 1984
52.253-1	COMPUTER GENERATED FORMS	JAN 1991

4.12 VAAR 852.203-70 COMMERCIAL ADVERTISING (JAN 2008)

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

(End of Clause)

4.13 VAAR 852.228-70 BOND PREMIUM ADJUSTMENT (JAN 2008)

When net changes in original contract price affect the premium of a Corporate Surety Bond by \$5 or more, the Government, in determining the basis for final settlement, will provide for bond premium adjustment computed at the rate shown in the bond.

(End of Clause)

4.14 852.232-72 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)

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

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

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

(b) Large scale drawings supersede small scale drawings.

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

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

(End of Clause)

4.16 VAAR 852.236-72 PERFORMANCE OF WORK BY THE CONTRACTOR (JUL 2002)

The clause entitled "Performance of Work by the Contractor" in FAR 52.236-1 is supplemented as follows:

(a) Contract work accomplished on the site by laborers, mechanics, and foremen/forewomen on the contractor's payroll and under his/her direct supervision shall be included in establishing the percent of work to be performed by the contractor. Cost of material and equipment installed by such labor may be included. The work by the contractor's executive, supervisory and clerical forces shall be excluded in establishing compliance with the requirements of this clause.

(b) The contractor shall submit, simultaneously with the schedule of costs required by the Payments Under Fixed-Price Construction Contracts clause of the contract, a statement designating the branch or branches of contract work to be performed with his/her forces. The approved schedule of costs will be used in determining the value of a branch or branches, or portions thereof, of the work for the purpose of this article.

(c) If, during the progress of work hereunder, the contractor requests a change in the branch or branches of the work to be performed by his/her forces and the contracting officer determines it to be in the best interest of the Government, the contracting officer may, at his/her discretion, authorize a change in such branch or branches of said work. Nothing contained herein shall permit a reduction in the percentage of work to be performed by the contractor with his/her forces, it being expressly understood that this is a contract requirement without right or privilege of reduction.

(d) In the event the contractor fails or refuses to meet the requirement of the FAR clause at 52.236-1, it is expressly agreed that the contract price will be reduced by 15 percent of the value of that portion of the percentage requirement that is accomplished by others. For the purpose of this clause, it is agreed that 15 percent is an acceptable estimate of the contractor's overhead and profit, or mark-up, on that portion of the work which the contractor fails or refuses to perform, with his/her own forces, in accordance with the FAR clause at 52.236-1.

(End of Clause)

4.17 VAAR 852.236-74 INSPECTION OF CONSTRUCTION (JUL 2002)

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

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

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

(End of Clause)

4.18 VAAR 852.236-76 CORRESPONDENCE (APR 1984)

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

(End of Clause)

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

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

(End of Clause)

4.20 VAAR 852.236-78 GOVERNMENT SUPERVISION (APR 1984)

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

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

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

(End of Clause)

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

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

(End of Clause)

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

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

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

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

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

(End of Clause)

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

(a) Retainage:

(1) The contracting officer may retain funds:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

VALUE OF ADJUSTING, CORRECTING, AND TESTING SYSTEM

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

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

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

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

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

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

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

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

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

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

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

(End of Clause)

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

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

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

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

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

(End of Clause)

ADDITIONAL REQUIREMENTS FOR BAR CHART SCHEDULE

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

- Activity Description
- Estimated Duration
- Responsibility (Trade) and Manpower (Crew size)
- Planned Start and Completion Dates
- Activity Cost

B. Updated Schedules and Updating Procedures

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

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

- Actual start and completion dates for activities started and/or completed during the reporting period.
- VA issued changes to the original contract requirements that change the contractor's original sequence of work.
- Contractor changes in work sequence, durations, responsibility, manpower, and activity costs.

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

(End of Clause)

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

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

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

(End of Clause)

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

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

(End of Clause)

4.27 VAAR 852.236-87 ACCIDENT PREVENTION (SEP 1993)

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

(End of Clause)

4.28 VAAR 852.236-88 CONTRACT CHANGES--SUPPLEMENT (JUL 2002)

(a) Paragraphs (a)(1) through (a)(4) apply to proposed contract changes costing over \$500,000.

(1) When requested by the contracting officer, the contractor shall submit proposals for changes in work to the resident engineer. Proposals, to be submitted as expeditiously as possible but within 30 calendar days after receipt of request, shall be in legible form, original and two copies, with an itemized breakdown that will include material, quantities, unit prices, labor costs (separated into trades), construction equipment, etc. (Labor costs are to be identified with specific material placed or operation performed.) The contractor must obtain and furnish with a proposal an itemized breakdown as described above, signed by each subcontractor participating in the change regardless of tier. When certified cost or pricing data are required under FAR Subpart 15.403, the cost or pricing data shall be submitted in accordance with FAR 15.403-5.

(2) When the necessity to proceed with a change does not allow sufficient time to negotiate a modification or because of failure to reach an agreement, the contracting officer may issue a change order instructing the contractor to proceed on the basis of a tentative price based on the best estimate available at the time, with the firm price to be determined later. Furthermore, when the change order is issued, the contractor shall submit a proposal, which includes the information required by paragraph (a)(1), for cost of changes in work within 30 calendar days.

(3) The contracting officer will consider issuing a settlement by determination to the contract if the contractor's proposal required by paragraphs (a)(1) or (a)(2) of this clause is not received within 30 calendar days or if agreement has not been reached.

(4) Bond premium adjustment, consequent upon changes ordered, will be made as elsewhere specified at the time of final settlement under the contract and will not be included in the individual change.

(b) Paragraphs (b)(1) through (b)(11) apply to proposed contract changes costing \$500,000 or less:

(1) When requested by the contracting officer, the contractor shall submit proposals for changes in work to the resident engineer. Proposals, to be submitted as expeditiously as possible but within 30 calendar days after receipt of request, shall be in legible form, original and two copies, with an itemized breakdown that will include material, quantities, unit prices,

labor costs (separated into trades), construction equipment, etc. (Labor costs are to be identified with specific material placed or operation performed.) The contractor must obtain and furnish with a proposal an itemized breakdown as described above, signed by each subcontractor participating in the change regardless of tier. When certified cost or pricing data or information other than cost or pricing data are required under FAR 15.403, the data shall be submitted in accordance with FAR 15.403-5. No itemized breakdown will be required for proposals amounting to less than \$1,000.

(2) When the necessity to proceed with a change does not allow sufficient time to negotiate a modification or because of failure to reach an agreement, the contracting officer may issue a change order instructing the contractor to proceed on the basis of a tentative price based on the best estimate available at the time, with the firm price to be determined later. Furthermore, when the change order is issued, the contractor shall submit within 30 calendar days, a proposal that includes the information required by paragraph (b)(1) for the cost of the changes in work.

(3) The contracting officer will consider issuing a settlement by determination to the contract if the contractor's proposal required by paragraphs (b)(1) or (b)(2) of this clause is not received within 30 calendar days, or if agreement has not been reached.

(4) Allowances not to exceed 10 percent each for overhead and profit for the party performing the work will be based on the value of labor, material, and use of construction equipment required to accomplish the change. As the value of the change increases, a declining scale will be used in negotiating the percentage of overhead and profit. Allowable percentages on changes will not exceed the following: 10 percent overhead and 10 percent profit on the first \$20,000; 7-1/2 percent overhead and 7-1/2 percent profit on the next \$30,000; 5 percent overhead and 5 percent profit on balance over \$50,000. Profit shall be computed by multiplying the profit percentage by the sum of the direct costs and computed overhead costs.

(5) The prime contractor's or upper-tier subcontractor's fee on work performed by lower-tier subcontractors will be based on the net increased cost to the prime contractor or upper-tier subcontractor, as applicable. Allowable fee on changes will not exceed the following: 10 percent fee on the first \$20,000; 7-1/2 percent fee on the next \$30,000; and 5 percent fee on balance over \$50,000.

(6) Not more than four percentages, none of which exceed the percentages shown above, will be allowed regardless of the number of tiers of subcontractors.

(7) Where the contractor's or subcontractor's portion of a change involves credit items, such items must be deducted prior to adding overhead and profit for the party performing the work. The contractor's fee is limited to the net increase to contractor of subcontractors' portions cost computed in accordance herewith.

(8) Where a change involves credit items only, a proper measure of the amount of downward adjustment in the contract price is the reasonable cost to the contractor if he/she had performed the deleted work. A reasonable allowance for overhead and profit are properly includable as part of the downward adjustment for a deductive change. The amount of such allowance is subject to negotiation.

(9) Cost of Federal Old Age Benefit (Social Security) tax and of Worker's Compensation and Public Liability insurance appertaining to changes are allowable. While no percentage will be allowed thereon for overhead or profit, prime contractor's fee will be allowed on such items in subcontractors' proposals.

(10) Overhead and contractor's fee percentages shall be considered to include insurance other than mentioned herein, field and office supervisors and assistants, security police, use of small tools, incidental job burdens, and general home office expenses and no separate allowance will be made therefore. Assistants to office supervisors include all clerical, stenographic and general office help. Incidental job burdens include, but are not necessarily limited to, office equipment and supplies, temporary toilets, telephone and conformance to OSHA requirements. Items such as, but not necessarily limited to, review and coordination, estimating and expediting relative to contract changes are associated with field and office supervision and are considered to be included in the contractor's overhead and/or fee percentage.

(11) Bond premium adjustment, consequent upon changes ordered, will be made as elsewhere specified at the time of final settlement under the contract and will not be included in the individual change.

(End of Clause)

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

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

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

(c) If a bidder chooses to submit a bid that includes foreign construction material, that bidder must provide a listing of the specific foreign construction material he/she intends to use and a price for said material. Bidders must include bid

prices for comparable domestic construction material. If VA determines not to accept foreign construction material and no comparable domestic construction material is provided, the entire bid will be rejected.

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

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

(End of Clause)

4.30 VAAR 852.236-91 SPECIAL NOTES (JUL 2002)

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

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

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

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

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

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

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

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

(End of Clause)

4.31 VAAR 852.246-74 SPECIAL WARRANTIES (JAN 2008)

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

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

(End of Clause)

DESIGN BUILD SPECIFICATIONS

4.32 SCHEDULE OF PAYMENTS FOR DESIGN SERVICES

Final Payment: Upon completion of the final inspection and acceptance of the project by the Government, delivery to the Government of the final record drawings and specifications, design details, calculations, shop drawings and executed Release of Claims (attachment I), the Contractor shall be paid the unpaid balance due for all phases of design work under this contract. An amount equal to five (5) percent of the design services cost shown on the schedule of payments shall be retained until VA acceptance of the record drawings.

4.33 OWNERSHIP OF ORIGINAL DOCUMENTS

All designs, drawings, specifications, notes, and other work developed in the performance of this contract shall be and remain the sole property of the Government and may be used on any other work without additional compensation to the Contractor. With respect thereto, the Contractor agrees not to assert any rights and to establish any claim under the design patent or copyright laws. The Contractor, for a period of 3 years after completion of the project, agrees to furnish and provide access to all retained materials on the request of the Contracting Officer. Unless otherwise provided in this contract, the Contractor shall have the right to retain copies of all such materials beyond such period.

4.34 RETENTION OF REVIEW DOCUMENTS

The Contractor shall keep one copy of all review documents containing VA remarks until final completion of the construction contract and a release of claims is signed unless, before that time, the VA directs the Contractor to forward certain documents to the Government. The VA will notify the Contractor in writing after the release of claims is finalized after which time the Contractor may dispose of such documents that remain in its possession.

4.35 CONTRACT DRAWINGS AND SPECIFICATIONS GOVERNMENT FURNISHED PLANNING INFORMATION

(a) **Master Plan Requirements:** The requirements of the master plan for the project as depicted by the preliminary drawings shall be followed in the development and preparation of the Contract Drawings and Specification. Deviations may be made in functional relationship and general size or configuration of the building and rooms as established by the preliminary plans only upon written approval of the Contracting Officer. The architectural preliminary drawings are dimensioned to establish the building size and gross area, including the exterior walls, or the medical facility.

(b) **Standards:** The Contractor shall follow specifications included in the RFP (Request for Proposal) in preparing the Contract Drawings and Specifications for the project. However, should the Contractor determine that a deviation from such standards and specifications is necessary or beneficial to the Government, he shall submit a request in writing to the Contracting Officer for permission to make the deviation. The request shall include an explanation of the specific reasons for the desired change and benefits expected.

(c) **Verify Accuracy of Planning Information:** The Contractor shall visit the project site of verify the information shown on the Government-Furnished preliminary drawings and other planning documents which are part of this contract. This information is the best available but the Government does not guarantee its accuracy or completeness.

(d) **Discrepancies in Planning Information:** The Contractor shall promptly report to the Contracting Officer in writing any discrepancy between this contract and the planning information provided by the Government. The Contractor shall make no adjustments to his work due to the discrepancy before the Contracting Officer has reviewed the matter and forwarded this determination to the Contractor. The Contractor's failure to report any such discrepancy or to wait for the Contracting Officer's determination shall be at his risk and expense.

4.36 COORDINATION WITH MEDICAL CENTER

Before starting any work on the Veterans Administration Medical Center, the Contractor shall consult with the Resident Engineer and secure his permission to start the work. The Contractor shall perform the work within the parameters established by the Resident Engineer Contractor shall not interfere with the normal functioning of the Medical Center.

4.37 RESPONSIBILITY OF THE DESIGN-BUILD CONTRACTOR

(a) The Contractor shall be responsible for the professional quality, technical accuracy, and the coordination of all designs, drawings, specifications, and other services furnished by the Contractor under this contract. The Contractor shall, without additional compensation, correct or revise any errors or deficiencies in its designs, drawings, specifications, and other services.

(b) Neither the Government's review, approval or acceptance of, nor payment for, the services required under this contract shall be construed to operate as a waiver of any rights under this contract or of any cause of action arising out of the performance of this contract, and the Contractor shall be and remain liable to the Government in accordance with

applicable law for all damages to the Government caused by the Contractor's negligent performance of any of the services furnished under this contract.

(c) The right and remedies of the Government provided for under this contract are in addition to any other rights and remedies provided by law.

(d) If the Contractor is comprised of more than one legal entity, each such entity shall be jointly and severally liable hereunder.

ATTACHMENT 1 - RELEASE OF CLAIMS

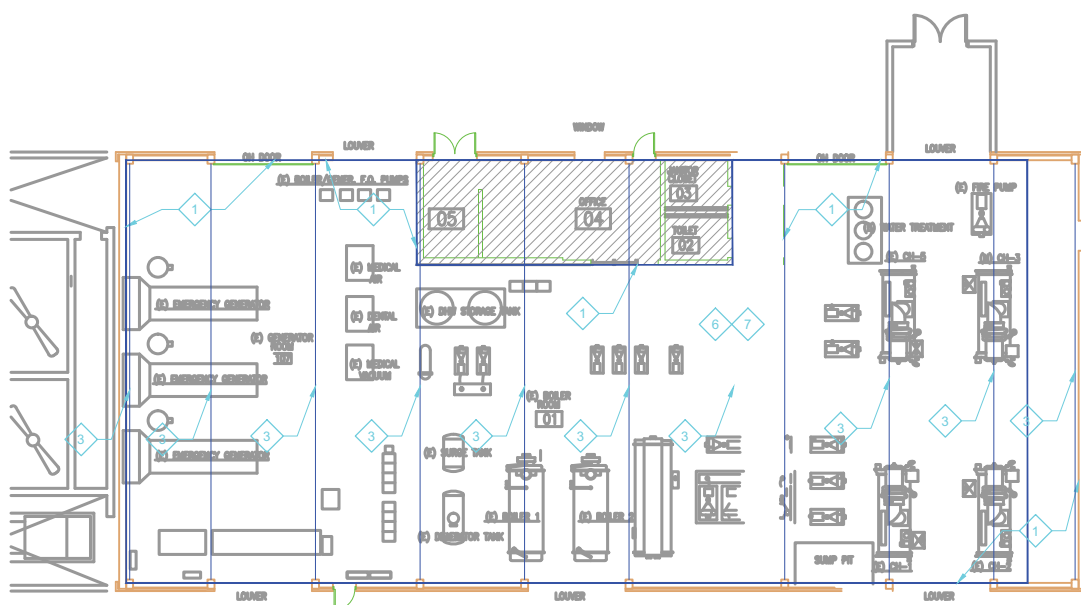
For and in consideration of the payments heretofore made, and payment of final installment now due by reason of performance of Contract No. _____, dated _____, the undersigned Architect-Engineer hereby releases and discharges the United States of America from any and all claims arising under or by virtue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

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

Architect-Engineer

BY: _____
(Print or type name under signature)

Title (Print or type)
(End of Clause)



CONSTRUCTION NOTES

- 1 WALLS TO HAVE LEAD PAINT REMOVED
- 2 CEILING TO HAVE LEAD PAINT REMOVED TYP
- 3 BEAMS TO HAVE LEAD PAINT REMOVED
- 4 MISCELLANEOUS CONDUIT AND PIPING TO HAVE PAINT REMOVED TYP
- 5 ALL SURFACE REMOVED OF LEAD PAINT TO BE REPAINTED WITH NO VOC LATEX PAINT
- 6 FLOORS TO HAVE LEAD-BASED EPOXY FLOORING REMOVED
- 7 REPAINT EPOXY FLOORING AND SAFETY LINES

THESE DRAWINGS ARE NOT ALL INCLUSIVE AND ARE TO BE USED AS REFERENCE ONLY. CONTRACTOR TO VERIFY ALL EXISTING FIELD CONDITIONS. DRAWINGS ARE NOT TO BE USED AS CONTRACT DOCUMENTS.

VA MEDICAL CENTER ORLANDO, FLORIDA

Remove Lead Paint at Lake Baldwin Central Energy Plant

VHA NRM 675-14-600

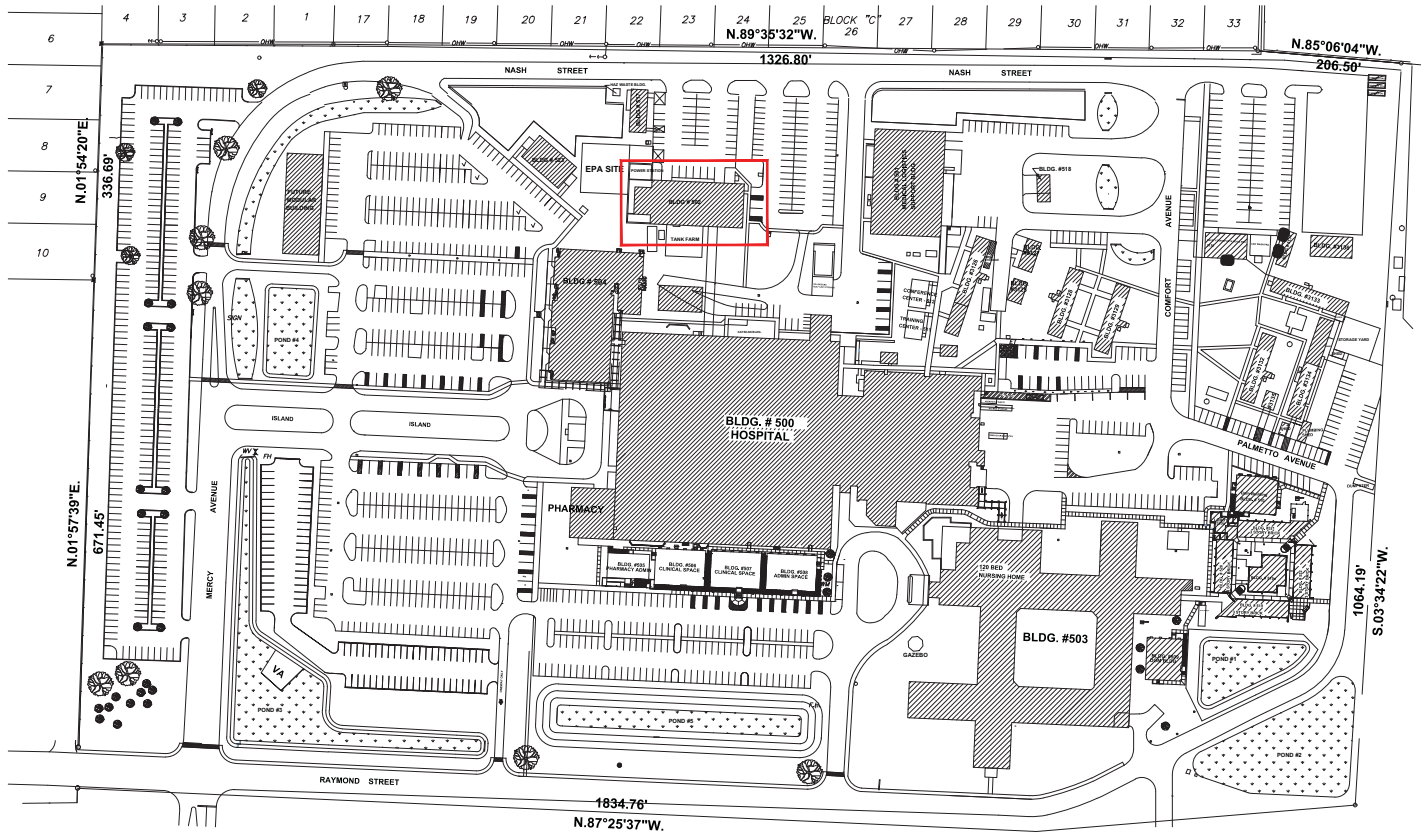


Scale: N.T.S.

Office of Construction & Facilities Management



VA246-13-R-2357



VA MEDICAL CENTER ORLANDO, FLORIDA

Remove Lead Paint at Lake Baldwin Central Energy Plant

VHA NRM 675-14-600



Office of Construction & Facilities Management

