

DEPARTMENT OF VETERANS AFFAIRS



OFFICE OF CONSTRUCTION & FACILITIES MANAGEMENT

425 I STREET, NW ROOM 6E.505G

WASHINGTON, DC 20001

National Memorial Cemetery of the Pacific - Honolulu, Hawaii



COLUMBARIUM EXPANSION AND CEMETERY IMPROVEMENTS PROJECT

Request for Proposal VA-101-13-R-0146

Project Number 899CM2026

SENIOR CONTRACTING OFFICER

Susan Lam

Tel: (202) 632-5253

Fax: (202) 632-5826

CONTRACTING OFFICER REPRESENTATIVE (COR)

Bill Peach, Project Manager

Tel: (202) 632-5434

Fax: (202) 632-5832

ISSUED DATE

August 7, 2013

PRE-PROPOSAL CONFERENCE

August 15, 2013

RFP DUE DATE

September 9, 2013

SOLICITATION, OFFER AND AWARD (Construction, Alteration, or Repair)		1. SOLICITATION NO. VA101-13-R-0146	2. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)	3. DATE ISSUED 08-07-2013	PAGE OF PAGES 1 73
IMPORTANT - The "offer" section on the reverse must be fully completed by offeror.					
4. CONTRACT NO. CODE		5. REQUISITION/PURCHASE REQUEST NO.		6. PROJECT NO. 899CM2026	
7. ISSUED BY Department of Veterans Affairs Office of Construction & Facilities MGT 425 I Street NW - Room 6E.411A Washington DC 20001		8. ADDRESS OFFER TO Department of Veterans Affairs Office of Construction & Facilities MGT 425 I Street NW - Room 6E.505G Washington DC 20001			
9. FOR INFORMATION CALL:		A. NAME Susan Lam		B. TELEPHONE NO. (Include area code) (NO COLLECT CALLS) 202-632-5253	

SOLICITATION

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

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

Contractor shall completely prepare site for building operations, including demolition and removal of existing structures, and furnish labor and materials and perform work for the construction of up to 12,500 columbarium niches renovation of the existing maintenance building, construction of a new administration building and public information center, repairs to existing roadways, replacement of existing signage and site furnishings, construction of a memorial wall, landscaping, irrigation, and site utilities as required by drawings and specifications for Project 899CM2026, Columbarium Expansion & Cemetery Improvements at the National Memorial Cemetery of the Pacific, Honolulu, Hawaii.

PROPOSAL ITEMS:

CLIN 001a - General Construction
CLIN 001b - Niche Covers for CLIN 001a
CLIN 002 - Drilled Pier Unit Price Adjustment
CLIN 003 - Road repairs and associated work (Add Alternate No.1)
CLIN 004a - Columbarium Court 15 (Add Alternate No.2a)
CLIN 004b - Niche Covers for CLIN 004a (Add Alternate No.2b)
CLIN 005a - Columbarium Court 14 (Add Alternate No.3a)
CLIN 005b - Niche Covers for CLIN 005a (Add Alternate No.3b)

The estimated magnitude for the project is between \$10,000,000 and \$20,000,000.

The NAICS code is 237990 with the small business size standard of \$33.5 Million.

This acquisition is being advertised as a 100% set-a-side for Service Disabled Veteran Owned Small Business (SDVOSB).

In accordance with VAAR 852.219-10 paragraph (c) (3) "General construction, at least 15% of the cost of the contract performance incurred for personnel will be spent on the concern's employees or the employees of other service disabled veteran owned business concerns".

In accordance with FAR 52.229-3 paragraph (b) (1) "The contract price includes all applicable Federal, State, and local taxes and duties".

All questions are to be submitted by email to Susan.Lam@va.gov by 3:00pm ET on August 19, 2013. Email subject line should state "RFI for NMCP VA101-13-R-0146 - [Company Name]".

11. The Contractor shall begin performance within <u>10</u> calendar days and complete it within <u>720</u> calendar days after receiving <input type="checkbox"/> award, <input checked="" type="checkbox"/> notice to proceed. This performance period is <input checked="" type="checkbox"/> mandatory, <input type="checkbox"/> negotiable. (See <u>52.211-10</u> .)	
12A. THE CONTRACTOR MUST FURNISH ANY REQUIRED PERFORMANCE AND PAYMENT BONDS? (If "YES," indicate within how many calendar days after award in Item 12B.) <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	12B. CALENDAR DAYS 10
13. ADDITIONAL SOLICITATION REQUIREMENTS:	
A. Sealed offers in original and <u>6</u> copies to perform the work required are due at the place specified in Item 8 by <u>4:00PM ET</u> (hour) local time <u>09-09-2013</u> (date). If this is a sealed bid solicitation, offers must be publicly opened at that time. Sealed envelopes containing offers shall be marked to show the offeror's name and address, the solicitation number, the date and time offers are due	
B. An offer guarantee <input checked="" type="checkbox"/> is, <input type="checkbox"/> is not required.	
C. All offers are subject to the (1) work requirements, and (2) other provisions and clauses incorporated in the solicitation in full text or by reference	
D. Offers providing less than <u>120</u> calendar days for Government acceptance after the date offers are due will not be considered and will be rejected.	

OFFER(Must be fully completed by offeror)

14. NAME AND ADDRESS OF OFFEROR (Include ZIP Code)		15. TELEPHONE NO. (Include area code)
		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 120 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

** COMPLETE PRICES ON CONTINUATION PAGE**

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

19. ACKNOWLEDGMENT OF AMENDMENTS

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

AMENDMENT NO.										
DATE										

20A. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER
(Type or print)

20B. SIGNATURE

20C. OFFER DATE

AWARD (To be completed by Government)

21. ITEMS ACCEPTED:

22. AMOUNT

23. ACCOUNTING AND APPROPRIATION DATA

24. SUBMIT INVOICES TO ADDRESS SHOWN IN
(4 copies unless otherwise specified)

ITEM

25. OTHER THAN FULL AND OPEN COMPETITION PURSUANT TO

☐ 10 U.S.C. 2304(c)() ☐ 41 U.S.C. 253(c) () ☐

26. ADMINISTERED BY

CODE

27. PAYMENT WILL BE MADE BY

PHONE:

FAX:

CONTRACTING OFFICER WILL COMPLETE ITEM 28 OR 29 AS APPLICABLE

☒ 28. NEGOTIATED AGREEMENT (Contractor is required to sign this document and return 3 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.

☐ 29. AWARD (Contractor is not required to sign this document.) Your offer on this solicitation, is hereby accepted as to the items listed. This award consummates the contract, which consists of (a) the Government solicitation and your offer, and (b) this contract award. No further contractual document is necessary.

30A. NAME AND TITLE OF CONTRACTOR OR PERSON AUTHORIZED TO SIGN (Type or print)

31A. NAME OF CONTRACTING OFFICER (Type or print)

Susan Lam
Contracting Officer

30B. SIGNATURE

30C. DATE

31B. UNITED STATES OF AMERICA

BY

Table of Contents

<u>PART I - THE SCHEDULE</u> <u>1</u>	3
<u>SECTION A - SOLICITATION/CONTRACT FORM 10</u>	3
<u>SF 1442 SOLICITATION, OFFER, AND AWARD (Construction, Alteration, or Repair)</u>	3
<u>SCHEDULE</u>	7
<u>In Lieu of STANDARD FORM 1442, CONTINUATION OF BLOCK 17 (INSERT PRICES)</u>	8
<u>INFORMATION REGARDING BIDDING MATERIAL, BID GUARANTEE AND BONDS</u>	10
<u>INSTRUCTIONS, CONDITIONS AND OTHER STATEMENTS TO BIDDERS/OFFERORS</u>	11
<u>FACTOR 1 - PAST PERFORMANCE</u>	21
<u>EVALUATION CRITERIA:</u>	22
<u>Past Performance Evaluation and Questionnaire Form</u>	24
<u>FACTOR 2 – CONSTRUCTION MANAGEMENT/TECHNICAL APPROACH</u>	26
<u>SUBMISSION REQUIREMENTS</u>	26
<u>SUBMISSION REQUIREMENTS</u>	32
<u>2.1 52.216-1 TYPE OF CONTRACT (APR 1984)</u>	36
<u>2.2 52.222-5 DAVIS-BACON ACT--SECONDARY SITE OF THE WORK (JUL 2005)</u>	36
<u>2.3 52.222-23 NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY FOR CONSTRUCTION (FEB 1999)</u>	36
<u>2.4 52.228-1 BID GUARANTEE (SEP 1996)</u>	37
<u>2.5 52.233-2 SERVICE OF PROTEST (SEP 2006)</u>	38
<u>2.6 52.236-27 SITE VISIT (CONSTRUCTION) (FEB 1995) ALTERNATE I (FEB 1995)</u>	38
<u>2.7 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)</u>	38
<u>2.8 VAAR 852.228-72 ASSISTING SERVICE-DISABLED VETERAN-OWNED AND VETERAN-OWNED SMALL BUSINESSES IN OBTAINING BONDS (DEC 2009)</u>	39
<u>2.9 VAAR 852.233-70 PROTEST CONTENT/ALTERNATIVE DISPUTE RESOLUTION (JAN 2008)</u>	39
<u>2.10 VAAR 852.233-71 ALTERNATE PROTEST PROCEDURE (JAN 1998)</u>	39
<u>2.11 VAAR 852.270-1 REPRESENTATIVES OF CONTRACTING OFFICERS (JAN 2008)</u>	40
<u>2.12 LIMITATIONS ON SUBCONTRACTING-- MONITORING AND COMPLIANCE (JUN 2011)</u>	40
<u>REPRESENTATIONS AND CERTIFICATIONS</u>	41
<u>3.1 52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (DEC 2012)</u>	41
<u>3.2 52.209-5 REPRESENTATION BY CORPORATIONS REGARDING AN UNPAID TAX LIABILITY OR A FELONY CONVICTION UNDER ANY FEDERAL LAW (DEVIATION)(MAR 2012)</u>	44
<u>3.3 52.209-7 INFORMATION REGARDING RESPONSIBILITY MATTERS (FEB 2012)</u>	44
<u>3.4 52.225-20 PROHIBITION ON CONDUCTING RESTRICTED BUSINESS OPERATIONS IN SUDAN-- CERTIFICATION (AUG 2009)</u>	45
<u>GENERAL CONDITIONS</u>	47
<u>4.1 52.209-9 UPDATES OF PUBLICLY AVAILABLE INFORMATION REGARDING RESPONSIBILITY MATTERS (FEB 2012)</u>	47
<u>4.2 52.211-10 COMMENCEMENT, PROSECUTION, AND COMPLETION OF WORK (APR 1984)</u>	48

<u>4.3 52.211-12 LIQUIDATED DAMAGES--CONSTRUCTION (SEPT 2000)</u>	48
<u>4.4 52.219-28 POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION (APR 2012)</u>	48
<u>4.5 52.222-40 NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT (DEC 2010)</u>	49
<u>4.6 52.223-2 AFFIRMATIVE PROCUREMENT OF BIOBASED PRODUCTS UNDER SERVICE AND CONSTRUCTION CONTRACTS (JUL 2012)</u>	50
<u>4.7 52.223-3 HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA (JAN 1997) ALTERNATE I (JUL 1995)</u>	51
<u>4.8 SUPPLEMENTAL INSURANCE REQUIREMENTS</u>	53
<u>4.9 52.232-99 PROVIDING ACCELERATED PAYMENT TO SMALL BUSINESS SUBCONTRACTORS (DEVIATION) (AUG 2012)</u>	53
<u>4.10 52.236-4 PHYSICAL DATA (APR 1984)</u>	53
<u>4.11 52.244-2 SUBCONTRACTS (OCT 2010)</u>	54
<u>4.12 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)</u>	56
<u>4.13 VAAR 852.203-70 COMMERCIAL ADVERTISING (JAN 2008)</u>	59
<u>4.14 VAAR 852.203-71 DISPLAY OF DEPARTMENT OF VETERAN AFFAIRS HOTLINE POSTER (DEC 1992)</u>	59
<u>4.15 VAAR 852.211-74 LIQUIDATED DAMAGES (JAN 2008)</u>	60
<u>4.16 852.211-75 PRODUCT SPECIFICATIONS (JAN 2008)</u>	60
<u>4.17 VAAR 852.219-10 VA NOTICE OF TOTAL SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS SET-ASIDE (DEC 2009)</u>	60
<u>4.18 VAAR 852.228-70 BOND PREMIUM ADJUSTMENT (JAN 2008)</u>	61
<u>4.19 852.232-72 ELECTRONIC SUBMISSION OF PAYMENT REQUESTS (NOV 2012)</u>	61
<u>4.20 VAAR 852.236-71 SPECIFICATIONS AND DRAWINGS FOR CONSTRUCTION (JUL 2002)</u>	62
<u>4.21 VAAR 852.236-72 PERFORMANCE OF WORK BY THE CONTRACTOR (JUL 2002) ALTERNATE I</u>	63
<u>4.22 VAAR 852.236-74 INSPECTION OF CONSTRUCTION (JUL 2002)</u>	63
<u>4.23 VAAR 852.236-76 CORRESPONDENCE (APR 1984)</u>	63
<u>4.24 VAAR 852.236-77 REFERENCE TO "STANDARDS" (JUL 2002)</u>	63
<u>4.25 VAAR 852.236-78 GOVERNMENT SUPERVISION (APR 1984)</u>	64
<u>4.26 VAAR 852.236-79 DAILY REPORT OF WORKERS AND MATERIAL (APR 1984)</u>	64
<u>4.27 VAAR 852.236-80 SUBCONTRACTS AND WORK COORDINATION (APR 1984) ALTERNATE I (JUL 2002)</u>	64
<u>4.28 VAAR 852.236-83 PAYMENTS UNDER FIXED-PRICE CONSTRUCTION CONTRACTS (INCLUDING NAS) (JUL 2002) ALTERNATE I (JUL 2002)</u>	65
<u>4.29 VAAR 852.236-85 SUPPLEMENTARY LABOR STANDARDS PROVISIONS (APR 1984)</u>	68
<u>4.30 VAAR 852.236-86 WORKER'S COMPENSATION (JAN 2008)</u>	68
<u>4.31 VAAR 852.236-87 ACCIDENT PREVENTION (SEP 1993)</u>	68
<u>4.32 VAAR 852.236-88 CONTRACT CHANGES--SUPPLEMENT (JUL 2002)</u>	69
<u>4.33 VAAR 852.236-91 SPECIAL NOTES (JUL 2002)</u>	70
<u>4.34 VAAR 852.246-74 SPECIAL WARRANTIES (JAN 2008)</u>	71
<u>4.35 VAAR 852.246-75 WARRANTY FOR CONSTRUCTION--GUARANTEE PERIOD SERVICES (JAN 2008)</u>	71
<u>4.36 MANDATORY WRITTEN DISCLOSURES</u>	72

SCHEDULE

- a. CLIN 001a (GENERAL CONSTRUCTION): Work includes general construction, demolition, roads, walks, grading, drainage, mechanical and electrical work, utility systems, buildings, columbaria, memorial walls, fencing, signage, off-site improvements, stormwater management, erosion control, pollution prevention control, landscaping, irrigation installation and other improvements as shown in the drawings.
- b. CLIN 001b (COST OF NICHE COVERS): Manufacture, deliver, off-load at site, and store 7,550 niche covers (6,860 + 690 spares) and 770 (693 + 77 spares) memorial markers (half-niche covers). Cost of niche cover and memorial marker installation by Contractor shall be included in CLIN 001a.
- c. CLIN 002 (Drilled Pier Unit Price Adjustment): Provide Unit Price for the drilled shaft adjustment from the estimated tip elevations shown on Sheet S-120. Unit Price will be used to adjust the estimated drilled shaft length to actual installed drilled shaft length authorized for excavation by the SRE/CO.
- d. CLIN 003 (ADD ALTERNATE No. 1): All work required for the completion of the road repairs and associated work as shown on the drawings.
- e. CLIN 004a (ADD ALTERNATE No. 2a): All work required for the construction of Columbarium Court 15 including grading and drainage, landscaping and irrigation, walks, walls, steps and handrails, and other necessary work as shown on the drawings.
- f. CLIN 004b (ADD ALTERNATE No. 2b): Manufacture, deliver, off-load at site, and store 1,910 (1,736 + 174 spares) niche covers. Cost of niche cover installation by Contractor shall be included in CLIN 004a.
- g. CLIN 005a (ADD ALTERNATE No. 3a): All work required for the construction of Columbarium Court 14 including grading and drainage, landscaping and irrigation, walks, walls, steps and handrails, and other necessary work as shown on the drawings.
- h. CLIN 005b (ADD ALTERNATE No. 3b): Manufacture, deliver, off-load at site, and store 4,180 (3,800 + 380 spares) niche covers. Cost of niche cover installation by Contractor shall be included in CLIN 005a.

In Lieu of STANDARD FORM 1442, CONTINUATION OF BLOCK 17 (INSERT PRICES)

	BID ITEMS AMOUNT	EXPRESSED AMOUNT (\$)	WRITTEN AMOUNT
CLIN 001a	GENERAL CONSTRUCTION:		
CLIN 001b	NICHE COVERS:		
CLIN 002	DRILLED PIER UNIT:		
TOTAL CLIN 001a – 002:			
CLIN 003	ADD ALTERNATE No. 1:		
CLIN 004a	ADD ALTERNATE No. 2a:		
CLIN 004b	ADD ALTERNATE No. 2b:		
CLIN 005a	ADD ALTERNATE No. 3a:		
CLIN 005b	ADD ALTERNATE No. 3b:		
TOTAL CLIN 001a – 0005b:			

The Offerors shall submit a proposal for CLINs 001a-005. The Government intends to award a single contract. The award will be made on the basis Best Value with trade-offs.

Depending on funding, the Government may award a contract for the following BASE BID CLINs:

CLIN 001a (General Construction)

CLIN 001b (Niche Covers)

CLIN 002 (Drilled Pier Unit)

If additional funding is available at time of award, the Government may also award the ADD ALTERNATE items in the following order:

CLIN 003 (ADD ALTERNATE 1)

CLIN 004a (ADD ALTERNATE 2a)

CLIN 004b (ADD ALTERNATE 2b)

CLIN 005a (ADD ALTERNATE 3a)

CLIN 005b (ADD ALTERNATE 3b)

Failure to provide a price for any Bid Item or Add Alternate will render the proposal non-responsive.

Bid Items are described in Section 01 00 00 GENERAL REQUIREMENTS.

INFORMATION REGARDING BIDDING MATERIAL, BID GUARANTEE AND BONDS

- (a) Solicitation materials consisting of drawings, specifications and contract forms may be downloaded at www.fbo.gov, by qualified General (Prime) Contractors interested in submitting proposals direct to the Department of Veteran Affairs. General (Prime) Contractors may provide these materials to subcontractors for their use in preparing sub bids for General (Prime) Contractors. By registering for the Register to Receive Notification list at <http://www.fedbizopps.gov>, you will be notified by e-mail of any new amendments that have been issued and posted. No other notification of amendments will be provided. Potential Offerors are advised that they are responsible for obtaining and acknowledging any amendments to the solicitation. There will be no public opening of the proposals received as a result of this solicitation.
- (b) One set of drawings and specifications may be obtained by Builders Exchanges, Chambers of Commerce, Quantity Surveyors, trade and microfilming organizations.
- (c) Subcontractors, material firms and others interested in preparing sub bids 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.
- (d) If you decide not to bid on this project, please advise the issuing office of your reasons.
- (e) 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.
- (f) 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.
- (g) Offerors are responsible for proving and maintaining all insurance and supplemental insurance requirements under FAR 52.228-5 and FAR 52.307-2, as well as, builders risk insurance (to cover events such as hurricanes, seismic, theft, etc.)
- (h) Offerors shall comply with all Federal, State, and local tax laws in accordance with FAR 52.229-3. Offerors shall include municipal taxes in their proposals but should not include taxes as separate line item.
- (i) Offerors are advised that the Government may make award without discussions, clarifications or any contact concerning the proposals received. Therefore, proposal should be submitted initially on the most favorable terms. Do not assume that offerors will be contacted or afforded an opportunity to clarify, discuss, or revise their proposals.

DESCRIPTION OF WORK: See specification 01 00 00 General Requirements and schedule for list and descriptions of contract line items.

Cost Range: **\$10,000,000.00 to \$20,000,000.00.**

INSTRUCTIONS, CONDITIONS AND OTHER STATEMENTS TO BIDDERS/OFFERORS

(a) This procurement is a 100% Set-a-Side for Service Disabled Veteran Owned Small Business. All procurement materials consisting of drawings, specifications and contract forms may be obtained by qualified General (Prime) Contractors interested in submitting a proposal to the Department of Veterans Affairs. Prospective Offerors must obtain copies of solicitation documents from FedBizOpps. By registering at FedBizOpps (<http://www.fedbizopps.gov>) the Offerors will have access to downloading plans, specifications and amendments, which will be available only in Adobe PDF electronic format. The Service Disabled Veteran Owned Small Business must be registered in the System for Award Management (SAM) database at <http://www.sam.gov> prior to award. By registering for the Register to Receive Notification list at <http://www.fedbizopps.gov>, you will be notified by e-mail of any new amendments that have been issued and posted. No other notification of amendments will be provided. Potential Offerors are advised that they are responsible for obtaining and acknowledging any amendments to the solicitation. There will be no public opening of the proposals received as a result of this solicitation.

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

(c) A bid guarantee is required in an amount not less than 20 percent of the offer 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 this solicitation, will require rejection of the proposal in all cases except those listed in FAR 28.101-4, and may be cause for rejection even then.

(d) If the contract will exceed \$100,000 (see FAR 28.102-1 for lesser amount), the offer 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 of 100% of the original contract price as noted in FAR 52.228-15. Copies of SF 25 and 25A may be obtained upon application to the issuing office.

(e) Price Range: Between \$10,000,000.00 and \$20,000,000.00

(f) Offerors are advised that the Government may make award without discussions, clarifications or any contact concerning the proposals received. Therefore, proposal should be submitted initially on the most favorable terms. Do not assume that offerors will be contacted or afforded an opportunity to clarify, discuss, or revise their proposals.

END OF SECTION

INSTRUCTIONS, CONDITIONS AND OTHER STATEMENTS

1. PART I - GENERAL

A1. Gender: Whenever the masculine gender is used in this solicitation and contract documents, it shall be considered to include feminine.

A2. The Government makes no guarantee as to the accuracy of the electronic copies of drawings.

A3. Federal Acquisition Regulations require that federal contractors register in the System for Award Management (SAM) database at <http://www.sam.gov> and enter all mandatory information into the system.

Award cannot be made until the contractor has registered. Offerors are encouraged to ensure that they are registered in SAM prior to submitting their proposal. In addition, Offerors shall complete electronic annual representations and certifications at <http://orca.bpn.gov> in conjunction with required registration in the SAM database.

A4. Mailing List: Offerors are encouraged to enter their information in the FedBizOpps website at www.fedbizopps.gov.

A5. Amendments: Amendments to Solicitation No. **VA-101-13-R-0146** will be posted at <http://www.fedbizopps.gov>. Paper copies of the amendments will NOT be individually mailed. By registering to Receive Notification list at <http://www.fedbizopps.gov>, you will be notified by e-mail of any new amendments that have been issued and posted. No other notification of amendments will be provided. Potential Offerors are advised that they are responsible for obtaining and acknowledging any amendments to the solicitation. Failure to acknowledge an amendment may result in your proposal being considered non-responsive.

A6. A public bid opening will not occur under this RFP solicitation.

A7. 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.

A8. Mentor-Protégé Program: Companies interested in applying to VA's Mentor-Protégé Program (MPP) may find instructions for submitting agreements at <http://www4.va.gov/OSDBU/veteran/mpp.asp>. VA OSDBU will limit the number of MPP agreements accepted in order to ensure that the program can be effectively managed. As a result, VA OSDBU may temporarily suspend receipt of new applications once volume reaches

a certain level. If suspended, VA OSDBU will make an announcement on the above website when application acceptance will resume.

A9. VETS 100: Title 38, USC Section 4212(d) and Public Law 105-339, requires that federal contractors report, at least annually, the number and category of veterans who are within their workforce. Submission of the VETS 100 reporting information can be done electronically at:

<http://www.dol.gov/vets/programs/fcp/main.htm>. For procurement awards in excess of \$25,000, this report must be completed and accepted prior to any Federal contract award. Therefore, all potential contractors are encouraged to file every year.

A11. Required registration with contractor performance assessment reporting system (CPARS)

- (a) As prescribed in Federal Acquisition Regulation (FAR) Part 42.15, the Department of Veterans Affairs (VA) evaluations contractor past performance on all contracts that exceed \$550,000, and shares those evaluations with other Federal Government contract specialists and procurement officials. The FAR requires that the contractor be provided an opportunity to comment on past performance evaluations prior to each report closing. To fulfill this requirement, VA uses online databases located at the Contractor Performance Assessment Reporting System (CPARS) website; to include the Construction Contractor Appraisal Support System (CCASS), the Architect-Engineer Contract Administration Support System (ACASS), and the Federal Awardee Performance & Integrity Information Retrieval System (FAPPIIS). This site is maintained by the Naval Sea Logistics Center. The CPARS database information is shared with the Past Performance Information Retrieval System (PPIRS) database, which is available to all Federal agencies.
- (b) Each contractor whose contract award is estimated to exceed \$550,000 is required to register with the CPARS database at the following web address: <http://www.cpars.csd.disa.mil/accessforms/userforms.htm> (Corporate Senior Contractor Representative). Help in registering can be obtained by contacting CPARS Support E-mail (webpptsmh@navy.mil) or by calling (207) 438-1690. Registration should occur no later than thirty days after contract award, and must be kept current should there be any change to the contractor's registered representative.
- (c) For contracts with a period of one year or less, the contracting officer will perform a single evaluation when the contract is complete. For contracts exceeding one year, the contracting officer will evaluate the contractor's performance annually. Interim reports will be filed each year until the last year of the contract, when the final report will be completed. The report shall be assigned in CPARS to the contractor's designated representative for comment. The contractor representative will have thirty days to submit any comments and reassign the report to the VA contracting officer.
- (d) Failure to have a current registration with the CPARS database, or to reassign the report to the VA contracting officer within those thirty days, will result in the Government's evaluation being placed on file in the database with a statement that the contractor failed to respond.

A10. Proposal Submission:

a. **Documents required:** The proposals shall be submitted to the Contracting Officer by the due date and time as specified on the SF 1442 at the address as indicated below. The proposals shall be **spiral bound** into volumes (Volume I – Technical and Volume II – Cost) with a cover sheet displaying the RFP number, contractor name, and an index of the sections of each volume. The volumes shall be submitted in response to this solicitation. **Volume I** shall consist of the Technical Proposal and **Volume II** shall consist

of the signed SF-1442, Price (continuation price page 5) acknowledgment of amendments, Representations and Certifications, and bid guarantee. ***As a courtesy, e-Mail a copy of the Volume I and II to Susan.Lam@va.gov and the subject line should read "National Memorial Cemetery of the Pacific--(insert your company name)."***

b. All transmittal envelopes or other packaging shall be clearly marked with the solicitation number, offeror(s) name and return address.

c. All proposals should be mailed by fastest traceable means (i.e. FedEx, UPS, Airborne Express, etc) to avoid delays by USPS package irradiation treatment procedure in Washington, DC.

d. The offeror shall submit one (1) sealed original offer (Volumes I & II), and **six (6) copies** of their technical proposal (Volume I) to the office of Ms. Susan Lam, Contracting Officer, Department of Veterans Affairs, Office of Construction & Facilities Management by the date and time shown on the SF 1442.

e. Electronic Copy, offerors shall include one copy of everything being submitted in paper to be also submitted on a CD. This CD shall be submitted at the same time and along with the paper copy. MS Word, PDF and Excel format files only. If pdf is used then each Section submitted shall be a separate file. For example all required licenses must be one file, the technical proposal must be another file, and therefore there shall be more than one pdf file on the CD.

Postal Address:

Courier (FedEx)/Hand Carried Address:

Department of Veterans Affairs Office Construction & Facilities Management 810 Vermont Avenue, NW (003C4) Washington, DC 20420 Attn: SUSAN LAM	Department of Veterans Affairs Office Construction & Facilities Management 425 I Street, NW Room 6E.505G (003C4) Washington, DC 20001 Attn: SUSAN LAM
--	---

Evaluation Process

Factor 1 - Past Performance:

The past performance evaluation results in an assessment of the offeror's probability of meeting the solicitation requirements. There are two aspects to the past performance evaluation. The past performance evaluation considers each offeror's demonstrated recent and relevant record of performance in supplying products and services that meet the contract's requirements. One performance confidence assessment rating is assigned for each offeror after evaluating the offeror's recent past performance, focusing on performance that is relevant to the contract requirements. See FAR 15.305.

Past performance rating will be determined based upon the project data sheets, past performance questionnaires, and other data sources. Scoring sheets in the form of matrices will be prepared to record the evaluation results.

1.0 *Relevancy:* The first is to evaluate the offeror's past performance to determine how relevant a recent effort accomplished by the offeror is to the effort to be acquired through the source selection. The solicitation defines recent and relevant. The solicitation also stipulates that the Government will place a higher level of relevancy on projects in order of priority:

- a. NCA national cemetery projects
- b. VA projects
- c. Federal government projects
- d. local government projects
- e. commercial/private projects

Other aspects of relevancy that the Government will take into consideration include but may not be necessarily limited to contract amount, performance period, sub-contractor trades, percentage of work performed by the prime, and whether the project was completed on time and within budget.

There are four levels of relevancy. With respect to relevancy, more relevant past performance will typically be a stronger predictor of future success and have more influence on the past performance confidence assessment than past performance of lesser relevance.

Past Performance Relevancy Ratings

Rating	Definition
Very Relevant	Present/past performance effort involved essentially the same scope and magnitude of effort and complexities this solicitation requires.
Relevant	Present/past performance effort involved similar scope and magnitude of effort and complexities this solicitation requires.
Somewhat Relevant	Present/past performance effort involved some of the scope and magnitude of effort and complexities this solicitation requires.
Not Relevant	Present/past performance effort involved little or none of the scope and magnitude of effort and complexities this solicitation requires.

Supporting Rating Sheet for each project submitted by an Offeror

Project:										
Offeror:										
Relevance Rating (Place "X" in Cell)	NCA Project	VA Project	Federal Project	Local Gov. Project	Commercial/Private	Project Scope	Complexity	Cost	Materials	Performance Period
Very Relevant										
Relevant										
Somewhat Relevant										
Not Relevant										

Supporting Project Rating Sheet for each Offeror

Project:										
Offeror:										
Relevance Rating (Place "X" in Cell)	Project 1	Project 2	Project 3	Project 4	Project 5	Project 6	Project 7	Project 8	Project 9	Project 10
Very Relevant										
Relevant										
Somewhat Relevant										
Not Relevant										

2.0 *Past Performance:* The second aspect of the past performance evaluation is to determine how well the contractor performed on the contracts. The past performance evaluation performed in support of a current source selection does not establish, create, or change the existing record and history of the offeror's past performance on past contracts; rather, the past performance evaluation process gathers information from customers on how well the offeror performed those past contracts.

Sources of Past Performance Information for Evaluation are as follows:

- Past performance information will be provided by the offeror, as solicited.
- Past performance information will be obtained from questionnaires tailored to the circumstances of this acquisition.
- Past performance information shall be obtained from any other sources available to the Government, to include, but not limited to, the Past Performance Information Retrieval System (PPIRS), CCASS/ACASS, or other databases; interviews with Project Managers, Contracting Officers, and other VA personnel; and local agencies and other outside sources.

Since many Offerors and major sub-contractors may not have past performance records available through PPIRS or CCASS, a primary source of information will be the completed evaluation criteria forms submitted by the Offeror's references. If the Government does not obtain past performance information for the projects identified by the offeror and cannot establish a past performance record for the offeror through other sources, past performance will be rated neither favorably nor unfavorably. The performance risk will be considered "unknown".

Each firm will be rated on its own performance or that of its predecessor, if relevant. A firm may not establish past performance based on the past performance of its proposed key personnel, apart from that of the entity.

Ratings for past performance are consistent with the ratings in CCASS:

Outstanding, Good, Acceptable, Marginal, Unsatisfactory, or Unknown

Supporting Scoring Sheet for Past Performance

Offeror:												
Source	Questionnaire						PPIRS/CCASS					
Performance Rating	Outstanding	Good	Acceptable	Marginal	Unsatisfactory	Unknown	Outstanding	Good	Acceptable	Marginal	Unsatisfactory	Unknown
Project 1												
Project 2												
Project 3												
Project 4												
Project 5												
Project 6												
Project 7												
Project 8												
Project 9												
Project 10												

- 3.0 *Performance Confidence:* Based upon these two past performance aspects, the Technical Evaluation Board will conduct a risk assessment of the Offeror's past performance and assign a confidence level to each Offeror. For Offerors lacking past performance and/or relevant experience, a rating of "unknown confidence" will be assigned. Confidence ratings are listed below.

Performance Confidence

Rating	Description
Substantial Confidence	Based on the offeror's recent/relevant experience and past performance record, the Government has a high expectation that the offeror will successfully perform the required effort.

Satisfactory Confidence	Based on the offeror's recent/relevant experience and past performance record, the Government has a reasonable expectation that the offeror will successfully perform the required effort.
Limited Confidence	Based on the offeror's recent/relevant experience and past performance record, the Government has a low expectation that the offeror will successfully perform the required effort.
No Confidence	Based on the offeror's recent/relevant experience and past performance record, the Government has no expectation that the offeror will be able to successfully perform the required effort.
Unknown Confidence (Neutral)	No recent/relevant experience and/or past performance record is available or the offeror's performance record is so sparse that no meaningful confidence assessment rating can be reasonably assigned.

Supporting Project Rating Sheet for each Offeror

Project:										
Offeror:										
Performance Confidence (Place "X" in Cell)	Project 1	Project 2	Project 3	Project 4	Project 5	Project 6	Project 7	Project 8	Project 9	Project 10
Substantially Confident										
Satisfactorily Confident										
Limited Confidence										
No Confidence										
Unknown Confidence (Neutral)										

Factor 2 - Construction Management/Technical Approach

Construction Management/Technical Approach will be evaluated and scored based upon the Offeror's technical solution and the associated risk of that solution.

- 1.0 *Technical Solution:* The technical approach examines the quality of the offeror's technical solution for meeting the Government's requirement. The Government will examine how the Offeror's proposed approach will enable the project to be constructed within time and budget, with minimal interference to existing cemetery operations and visitor, and to the highest quality standards worthy of national shrine stature. The Government will examine what tools, processes, techniques, personnel, and sub-contractors the Offeror proposes to use to successfully manage and deliver this project. The Government will examine the experience and qualifications of their key

personnel, the relevant experience of the Offeror and sub-contractors relative to several project specific construction features, the Offeror's approach to quality control, project safety, schedule, and small business plan if a large business or how the Offeror intends to meet the self-performance requirement if a SDVOSB. Technical evaluations shall utilize the ratings listed below:

Technical Solution Ratings

Rating	Description
Outstanding	Proposal meets requirements and indicates an exceptional approach and understanding of the requirements. The proposal contains multiple strengths and no deficiencies.
Good	Proposal meets requirements and indicates a thorough approach and understanding of the requirements. Proposal contains at least one strength and no deficiencies.
Acceptable	Proposal meets requirements and indicates an adequate approach and understanding of the requirements. Proposal has no strengths or deficiencies.
Marginal	Proposal does not clearly meet requirements and has not demonstrated an adequate approach and understanding of the requirements.
Unsatisfactory	Proposal does not meet requirements and contains one or more deficiencies and is not awardable.

- 2.0 *Technical Risk:* The risk rating considers the risk associated with the technical approach in meeting the requirement. Assessment of technical risk, which is manifested by the identification of weakness(es), considers potential for disruption of schedule, increased costs, degradation of performance, the need for increased Government oversight, or the likelihood of unsuccessful contract performance. Technical risk shall be rated using the ratings listed below.

Technical Risk Ratings

Rating	Description
Low	Has little potential to cause disruption of schedule, increased cost or degradation of performance. Normal contractor effort and normal Government monitoring will likely be able to overcome any difficulties.
Moderate	Can potentially cause disruption of schedule, increased cost or degradation of performance. Special contractor emphasis and close Government monitoring will likely be able to overcome difficulties.
High	Is likely to cause significant disruption of schedule, increased cost or degradation of performance. Is unlikely to overcome any difficulties, even with special contractor emphasis and close Government monitoring.

Factor 3 - Cost

The Government will evaluate three aspects the Offeror's cost proposal 1) reasonableness, 2) completeness, and 3) realism. In addition, the Government will examine the financial capacity of the Offeror and major sub-contractors to determine whether they have the financial resources to fulfill the contractual requirements of this acquisition.

- 1.0 *Reasonableness:* FAR Part 15 does not explicitly define the term "fair and reasonable." The concept of a fair and reasonable price has elsewhere been described as the price that a prudent businessperson would pay for an item or

service under competitive market conditions, given a reasonable knowledge of the marketplace. Regardless of the precise definition, the FAR clearly establishes the need for determining a price to be fair and reasonable price before a Government contracting officer or ordering officer may award contracts or place orders. For this evaluation, the Government will utilize a comparison of proposed prices received in response to the solicitation. The Government anticipates adequate price competition to establish price reasonableness. The Government will evaluate the Offeror's proposal against all proposals received and as it compares to the independent government cost estimate (IGCE).

- 2.0 *Completeness:* The Government shall review the Offeror's cost proposals include verification for completeness and accuracy. The reviewer should verify the proposal includes costs for all CLIN Items. The Government shall also perform a general review of the submission to verify math calculations in the schedules and perform a cross-check of amounts that are common to two or more of the schedules.

Based upon proposed cost for the CLIN Items, a determination will be made as to whether the Offeror properly understands the cost proposal instructions and properly completed the pricing tables. A determination will be made regarding whether the price appears unbalanced either for the total price of the proposal or separately priced line items. An unbalanced proposal is one that incorporates prices that are less than cost for some items and/or prices that are overstated for other items. An unbalanced cost proposal will be considered grounds for rejection of the proposal as non-responsive.

- 3.0 *Realism:* Cost realism analysis is the process of independently reviewing and evaluating specific elements of each offeror's proposed cost estimate to determine whether the estimated proposed cost elements:

- Are realistic for the work to be performed;
- Reflect a clear understanding of contract requirements; and
- Are consistent with the unique methods of performances and materials described in the offeror's technical proposal.

The Offeror is directed to provide a cost breakdown of each CLIN Item by major feature and division of work. The Government will evaluate the breakdown against the IGCE to determine if the proposal for the various CLIN Items is balanced, is realistic for the work to be performed which indicates that the Offeror understands the project requirements, and is complete in scope.

- 4.0 *Financial Capacity:* The Government shall review the Offeror's and his major sub-contractors financial resources to fulfill the contractual requirements of this acquisition. The Offeror's and major sub-contractors shall submit notarized documentation of their company total bonding capacity, current available bonding capacity and expected available capacity for 2013/2014. The Offeror and major sub-contractors shall submit notarized letters of credit from its financial institution. The Offeror and major sub-contractors shall submit current Dun & Bradstreet Business Reports.

The Offeror shall also provide a statement of their company's current workload and availability of staff and resources to adequately manage and execute the project.

- 5.0 *Cost Risk:* Based upon a review of the above cost sub-factors, the Government shall assign a risk factor to each Offeror's cost proposal utilizing the following ratings:

Cost Risk Rating

Rating	Description
Low	Cost proposal indicates Offeror has a good understanding of the project scope and requirements, proposal is reasonable in comparison to other

	proposals and IGCE and within $\pm 10\%$ of the average deviation, proposal was accurate and complete, cost breakdown demonstrated a good understanding of the requirements for key construction features, and has the financial capacity to fulfill the contract requirements.
Medium	Cost proposal indicates Offeror has an average understanding of the project scope and requirements, proposal is reasonable in comparison to other proposals and IGCE and within $\pm 15\%$ of the average deviation, proposal was complete but had one or two minor mathematical errors, cost breakdown demonstrated a some understanding of the requirements for key construction features, and has the financial capacity to fulfill the contract requirements.
High	Cost proposal indicates Offeror has a limited understanding of the project scope and requirements, proposal is $\pm 20\%$ difference of average of other proposals and IGCE, proposal was either not complete or had multiple mathematical errors, cost breakdown demonstrated a limited understanding of the requirements for key construction features, and/or financial capacity to fulfill the contract requirements could not be determined.

The Government shall evaluate the Offeror's proposal using the following evaluation factors:

1. Past Performance,
2. Construction Management/Technical Approach, and
3. Cost

In order of importance, Past Performance is more important than Construction Management/Technical Approach and Cost. Construction Management/Technical Approach and Cost are equal in importance.

The Offeror is directed to present his proposal in two (2) separate volumes. Volume 1 shall contain the Offeror's narrative presentation on evaluation factors Past Performance and Construction Management/Technical Approach. Volume 1 shall **not** contain any cost proposal data. Volume 2 shall be the Offeror's cost proposal and bid break-down by CLIN Items.

The Offeror shall present their information in the exact order of the RFP with separate tabs for each factor and sub-tabs for submission requirements within each factor. The Offeror shall limit the total number of pages for Volume 1 (Factors 1 & 2) to no more than 40 - 8.5'x11" single sided pages plus the Factor 2 matrices.

A Proposal Compliance Review will be conducted after receipt of all proposals. Failure to provide prices for any CLINs or provide any information for the factors in the solicitation shall render an Offeror non-responsive and shall not be considered for award. Proposals will be evaluated in accordance with the factors outlined below.

FACTOR 1 - PAST PERFORMANCE

SUBMISSION REQUIREMENTS:

Past performance refers to the quality of recent project experience from the owner's perspective (how satisfactory was the Offeror's performance on this project). The Offeror shall provide project data sheets on not less than 10 but not more than 15 representative projects that the Offeror considers relevant to the immediate acquisition. Of the representative projects, 3 must be projects that the Offeror was the prime contractor. The projects must be well underway or completed projects within the past 5 years. "Well underway" means at least 50% construction progress completed. Relevancy refers to projects of same or similar size, scope, complexity, cost, materials, and performance period.

If the Offeror is a joint venture, each firm shall provide information, demonstrating experience relevant to their role on this acquisition. If any firm has multiple functions or divisions, limit the project examples to those performed by the division or unit submitting the offer or by the team member. The prime contractor and major subcontractors (earthwork/finish grading, site work, vertical construction, cast stone, columbarium, irrigation, and landscape) shall each submit examples of relevant projects or their equivalent.

Each project experience write-up can be no more than a single letter-size sheet in length and must provide the following minimum information: 1) Name of firm presenting project as relevant experience, 2) Year firm or division established, 3) Project name and location, 4) Firm's key personnel responsible for construction of project, 5) General scope of project, 6) Firm's role in project and value of work completed by firm expressed as a percentage of the overall project cost, 7) Award amount, award date, and scheduled completion date, 8) Final cost and completion date, 9) Reason for project time growth and scope change(if applicable), 10) Description of project's relevance to current acquisition, 11) Owner's name, address, phone number, and point of contact (PM or other), and 12) A/E of Record, address, phone number, and point of contact. The format for presenting this information is at the discretion of the Offeror; however, the order of data presented must be consistent among the projects and the minimum font size is ten points.

The Government will use the project experience sheets submitted as part of its past performance evaluation. Include the performance rating by the owner on the form, if the Offeror was rated.

The Government may contact and interview the points of contact and reserves the right to interview other individuals acting for the listed reference, if the listed reference is not available. The Offeror may also briefly provide information on problems encountered on identified contracts and the Offeror's corrective action.

The Offeror shall request the Owners and A/E's of Record of these representative projects to fill out the attached Past Performance Evaluation and Questionnaire Form and email them directly to the Contracting Officer on or before the closing date of the RFP. In the subject line of the email include the solicitation number and Offeror's name. The Government will not release the Interview Forms to the Offeror at any time, in order for the Government to solicit candid, unbiased comments.

CPARS ratings will also be pulled by the Contracting Officer and be used in the evaluation of the Offeror's and Subcontractor's.

EVALUATION CRITERIA:

Factors to be considered under Past Performance:

1. Performance Record of:
 - a. Offeror
 - b. Major Sub-Contractors

The Government will:

1. Perform a risk assessment, considering the degree of success of the Offeror's relevant experience.
2. Consider the currency and relevance of the information, source of the information, context of the data, and general trends in contractor performance.
3. For those Offerors or team members' firms that are divided into severable segments (e.g. division, group, or unit), the Government will evaluate only the past performance of firms that will actually perform the work

When evaluating the Offeror's past performance, the Government will target areas covered in the requirements of this acquisition such as quality of construction, timeliness, management of the work, subcontractor management, including timely payment to subs or suppliers, safety, relations between owner and designer or contractor, level of support for such

things as as-built documentation, O&M manuals, training, correcting design or construction errors, and follow-through on punch list items and warranty work.

The Government will place a higher value on projects that:

1. provided particularly difficult or unique challenges,
2. incorporated innovative methods to resolve problems successfully
3. document successful outcomes, and
4. are supported by outside source confirmation:
 - a. telephone interviews with points of contact identified in the proposal,
 - b. CPARS or other agency performance databases,
 - c. offeror furnished references, and
 - d. corporate and/or personal knowledge

In order of priority, the Government will place a higher level of relevancy on projects that are:

1. NCA national cemetery projects
2. VA projects
3. Federal government projects
4. local government projects

Each firm will be rated on its own performance or that of its predecessor, if relevant. A firm may not establish past performance based on the past performance of its proposed key personnel, apart from that of the entity. If the Government does not obtain past performance information for the projects identified by the offeror and cannot establish a past performance record for the offeror through other sources, past performance will be rated neither favorably nor unfavorably. The performance risk will be considered “unknown”. The Government may be unable to obtain much, if any, qualitative information on past performance from references for efforts as subcontractors on submitted projects due to the Government’s or other owner’s lack of privity with subcontractors.

Past Performance Evaluation and Questionnaire Form

Contractor _____
Project _____
Company Official Providing _____
Performance Evaluation _____
Phone _____
Email _____
Date _____

Part 1 - Provide a rating of Outstanding, Good, Acceptable, Marginal, Unsatisfactory, or Unknown for each of the following questions. How would you rate:

Question	<u>O</u>	<u>G</u>	<u>A</u>	<u>M</u>	<u>U</u>	<u>Un</u>	Comments
1. Contractor's ability to comply with the contract requirements?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
2. Contractor's overall ability to effectively manage the cost of the project?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
3. Contractor's overall ability to effectively manage the schedule of the project?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
4. Contractor's overall ability to effectively manage risk on the project?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
5. Contractor's ability to effectively implement a quality control program for the project?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
6. Contractor's on-site management?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
7. Contractor's responsiveness towards safety issues?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
8. Contractor's responsiveness to addressing punchlist items and warranty calls?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
9. Your overall satisfaction with the end product?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
10. Your overall satisfaction with the Contractor's performance?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

Part 2 – In answering the following questions, please provide insights on how the construction project has progressed over the course of the performance period, Contractor’s management approach and capabilities, and compliance with project requirements.

Question	Comment
1. Is/has the project progressed in a timely manner consistent with the construction schedule?	
2. Have critical milestone been successfully met? If not, why?	
3. Is/has the project stayed within budget? If not, is it over or under budget and by how much?	
4. Are there any open or anticipated financial actions, such as requests for equitable adjustments or claims?	
5. Has the scope of the project changed over the course of construction? If so, were these changes Owner or Contractor initiated?	
6. Did the Contractor present any value engineering proposal(s)? If so, did the Owner accept the proposal(s)?	
7. Was the Contractor cooperative in resolving issues?	
8. Were there any significant risks involved in performance of this effort?	
9. Did the company appear to apply sufficient resources (personnel and facilities) to the effort?	
10. Were there any changes in the Contractor’s key personnel over the course of the construction? If so, how often and why?	
11. Did subcontractors perform the bulk of the effort or just add depth on particular technical areas?	
12. What are the Company’s strong points?	
13. What are the Company’s weak points?	
14. Do you have any reservations about recommending a future contract award to this Company?	
15. Do you know of anyone else who might have past performance information on the Company?	

FACTOR 2 – CONSTRUCTION MANAGEMENT/TECHNICAL APPROACH

SUBMISSION REQUIREMENTS

The purpose of this evaluation factor is to determine if the Offeror fully understands the project requirements, complexities, and constraints under which the work will be performed and has developed an acceptable strategy for managing and constructing the project within the given parameters. Critical parameters within which the Offeror must operate include but not necessarily limited to:

1. NMCP must remain operational during construction of the project. As an active cemetery, NMCP conducts 3 to 5 committal services a day and averages approximately 60 committal services per month. Committal services typically last approximately 20 minutes and processions can consist of 20 or more vehicles. During the committal service, noise and on-going construction activities within the general vicinity of the committal service is unwelcomed and will not be tolerated. Access into and within the cemetery must remain open at all times.
2. NMCP is a national landmark listed on the National Historic Registry and is a major tourist destination for visitors to Hawaii. A steady stream of tour buses and private vehicles enter the cemetery daily. Vehicular traffic ingress/egress must be maintained throughout the construction period including weekends. Traffic management will be a key component of the Offeror's management strategy.
3. VA anticipates this project will be constructed in three phases and Section 01-00-00 of the contract specifications outlines the VA's recommended phasing.
 - a. Phase 1, construction of the new administration building and public information center is fixed. The new Admin Building/PIC must be complete, fully operational, and accepted for occupancy by NCA prior to the Offeror commencing with Phase 2 construction work.
 - b. Most of the work identified for Phase 2 is also fixed. NCA intends on using Columbarium Court 13 as a temporary internment location for remains currently in Courts 1 through 5. The existing admin building and information center must be demolished and Court 13 constructed and turned over to NCA for use prior to any cap replacement work can commence.
 - c. The sequencing of the balance of the construction work is negotiable.
4. The logistics of staging the construction of the project is another major constraint. Space within the cemetery is very limited so the management of equipment, materials, and personnel will be a critical management strategy for the successful implementation of this project. There will be no storage of equipment or materials on cemetery roads. Storage will be limited to the various work zones and must be coordinated with the cemetery and VA's senior resident engineer. Parking could be equally problematic. The cemetery is exploring the possibility of designating approximately 30 parking stalls for contractor personnel either along Mall Drive or Link Drive. The Offeror may want to consider a shuttle or van pool for their employees either from an on-site or off site location.

The technical proposal must clearly indicate how the Offeror would proceed if awarded the contract. The Offeror must provide a detailed description of how the proposed approach will enable the project to be constructed within time and budget, with minimal interference to existing cemetery operations and visitor, and to the highest quality standards worthy of national shrine stature. The Offeror shall demonstrate his capabilities to use various tools, processes, techniques, personnel, and sub-contractors to successfully manage and deliver this project. The narrative addressing the technical approach and critical project parameters shall not exceed 5 pages. Page limits for the various sub-factors is noted in the respective sub-factor.

The Offeror's submittal shall include the following elements in order:

1. Key Personnel and qualification:

The Offeror shall provide a consolidated list of key personnel with name, position title and description of project responsibility for each. Indicate whether each individual has had a significant role in any of the cited project examples. The Offeror agrees that key personnel proposed shall be assigned as proposed. If re-assignment of

personnel is considered a possibility, provide alternate professionals of comparable capabilities for each assignment for approval by the Government. If alternates are proposed for key positions, the evaluation rating will consider the lesser qualified or experienced person, if there is a difference. For each key person provide a comprehensive resume (1 page limit per individual). Include the Offeror's:

- a. Project Manager
- b. Project Engineer
- c. Construction Superintendent
- d. Quality Control Officer
- e. Safety Officer
- f. LEED Coordinator
- g. Qualified Project Scheduler (Resume must indicate scheduling software experience with Primavera P6)

All resumes must include the following information:

- a. Name and title,
- b. Project assignment and percentage of time committed to project,
- c. Name of firm with which associated,
- d. Years experience with this firm (to include your field of expertise/discipline) and years of experience with other firms (to include your field of expertise/ discipline),
- e. Education degree(s), year, and institution,
- f. Active professional registrations and certifications, year first registered, if applicable,
- g. Other experience and qualifications relevant to same/similar work required under this contract, and
- h. List of projects in which the individual has worked to include Name of project(s) and project location(s)

The following key personnel must have degrees in the required disciplines:

- a. Project Manager – Architectural, Engineering, or Construction Management Degree
- b. Project Engineer – Engineering Degree with registration as P.E.
- c. Quality Control Officer – Architectural, Engineering, or Construction Management Degree and be certified through the USACE's Construction Quality Management Program, American Society for Quality (ASQ) certification, or similar certification program.
- d. Safety Officer – completed OSHA's 30 hour training and designated as the "competent person" by the Offeror for this project.
- e. LEED Coordinator – Architectural or Engineering Degree with LEED accreditation.

ALL Key Personnel shall have a minimum of five (5) years of professional experience in that field. Project Manager must have a degree in Architecture, Engineering, or Construction Management and 5 years of professional experience. ALL Key Personnel must have professional experience on 2 contracts (preferably Federal projects) of similar size and scope.

Failure to meet all of the requirements under this Factor will result in an unacceptable rating and elimination from further consideration for contract award.

2. Relevant Experience of Offeror, Team, and Key Personnel:

The Offeror shall demonstrate recent, relevant experience on similar projects. Using the projects identified in Factor 1, prepare both Offeror/team and key personnel experience matrices for the construction categories the Government considers essential for the successful construction of this project.

The Offeror shall also indicate through the matrices, which team members have worked with the Offeror on the identified past performance projects listed under Factor 1 and which key personnel have worked together on those past projects.

Offeror:

Solicitation No.:

Prior Working Relationships of Offeror & Team	Project 1	Project 2	Project 3	Project 4	Project 5	Project 6	Project 7	Project 8	Project 9	Project 10

Use Projects from Project List presented as past performance.
Place an "X" in the respective cell to indicate which team members have worked together on the Past Performance projects identified in Factor 1.
Credit will not be given to projects that completed more than 5 years prior to the date of this solicitation.

Offeror:

Solicitation No.:

Key Personnel & Project Role and Prior Working Relationships	Project 1	Project 2	Project 3	Project 4	Project 5	Project 6	Project 7	Project 8	Project 9	Project 10

Use Projects from Project List presented as past performance.
Place an "X" in the respective cell to indicate which key personnel have worked together on the Past Performance projects identified in Factor 1.
Credit will not be given to projects that completed more than 5 years prior to the date of this solicitation.

Offeror:

Solicitation No.:

Offeror's Relevant Experience in Project Requirements	Project 1	Project 2	Project 3	Project 4	Project 5	Project 6	Project 7	Project 8	Project 9	Project 10
Experience in Project Req't										
Cast in-place retaining walls										
Cast Stone Columbarium Caps										
Cast Stone Veneers										
Ceiling Plank Systems										
Columbarium Niches (NCA Standard)										
Commissioning										
Curved Cantilevered Concrete Slabs										
Drilled Concrete Pier Construction										
Fire Alarm & Security Systems										
Flat Plate/Slab Construction										
Hydraulic Elevators										
Low-Sloping Standing Seam Metal Roof										
Mechanically Stabilized Earth (MSE) Retaining Walls										
Memorial Walls (NCA Standard)										
Multi-layered gutter assemblies										
Non-standard geometry glazing systems (both storefront and frameless)										
Photo-Voltaic Systems										
Sandblasted Concrete Flatwork										
Special Inspections										
Special Seismic Steel and Concrete Structural Systems										

Use Projects from Project List presented as past performance.

Place an "X" in the respective cell to indicate which project requirement the Offeror has specific experience in from the Past Performance project list.

Credit will not be given to projects that completed more than 5 years prior to the date of this solicitation.

Offeror:

Solicitation No.:

Key Personnel Relevant Experience in Project Requirements	Key Person 1	Key Person 2	Key Person 3	Key Person 4	Key Person 5	Key Person 6	Key Person 7	Key Person 8	Key Person 9	Key Person 10
Cantilevered Concrete Slab										
Cast in-place Retaining Wall										
Cast Stone Columbarium Caps										
Cast Stone Veneers										
Columbarium Niches (NCA Standard)										
Composite Resin Ceiling Plank system										
Drilled Concrete Pier Construction										
Fire Alarm & Security Systems										
Flat Plate/Slab Construction										
Hazardous Materials Abatement										
Hydraulic Elevator										
Low-sloping Standing Seam metal Roof										
Memorial Walls (NCA Standard)										
Multi-layered gutter assemblies										
Non-standard geometry glazing systems (both storefront and frameless)										
Photo-Voltaic systems										
Sandblasted Concrete Flatwork										
Special Inspections										
Special Seismic Steel and Concrete Structural Systems										
Thin set stone cladding on exterior walls										
Tie-ins to Existing Municipal Water and Sewer Systems										

Use Projects from Project List presented as past performance.

Place an "X" in the respective cell to indicate which project requirement the Key Person has specific experience in from the Past Performance project list.

Credit will not be given to projects that completed more than 5 years prior to the date of this solicitation.

The Offeror should describe any previous teaming experience between current team members, if not indicated in the project list.

3. Quality Control Plan:

The Offeror shall describe the team's quality control approach, corporate systems and capabilities to maintain quality control of the construction. The Offeror shall describe the proposed quality control organization, including the proposed staffing plan. There is no need to submit a detailed quality control plan as the successful offeror will provide that after award. The Government is interested in demonstrable capabilities to assure and control quality and how the offeror can achieve or exceed the contract's minimum quality control system requirements. Maximum number of pages – two (2).

4. Safety Plan:

Similar to the quality control plan submittal requirement, the Offeror shall describe the team's approach, systems and/or procedures in-place, and capabilities to maintain a safe work environment and to respond to emergencies that may arise during the course of construction. Maximum number of pages – two (2).

5. Schedule:

The Offeror shall submit a proposed Level 3 project schedule in the format of a Gantt chart specific to this acquisition. The schedule's time frame shall be from Notice to Proceed through Final Acceptance in accordance with the performance period specified in the SF 1442. The schedule shall be broken down by Phase and major division of work showing start and completion dates. The major work divisions shall be further broken down in sufficient detail to demonstrate the Offeror's understanding of the project requirements, critical path, and major milestones. The Offeror shall specify allowances for bad weather, days of the week and hours of operation, and the percentage of contract completion achieved at the end of each month of the contract period. The schedule shall be presented in 11" x 17" format, maximum 4 sheets plus a maximum 2 page (letter size) supporting narrative.

6. Self-Performance:

If a Service Disabled Veteran Owned Small Business (SDVOSB) concern, the Offeror shall identify how he intends to fulfill the requirement to self-perform at least 15 percent of the construction work under this acquisition. The 15 percent self-performance may include on-site employees and equipment; however, it cannot include executive salaries or office support staff. Provide a matrix or schedule to demonstrate how the 15 percent will be achieved. Maximum number of pages – one (1).

FACTOR 3 – COST

SUBMISSION REQUIREMENTS

Cost proposals shall be evaluated for reasonableness, completeness, and realism. The Offeror shall provide a breakdown of their proposal by CLIN Item and identified divisions. Totals for each CLIN Item shall match the summary totals listed in the SCHEDULE.

Financial Capacity:

The Offeror shall demonstrate that he and his major sub-contractors have the financial resources to fulfill the contractual requirements of this acquisition. The Offeror and major sub-contractors shall submit notarized documentation of their company's total bonding capacity, current available bonding capacity and expected available capacity for 2013/2014. The Offeror and major sub-contractors shall submit notarized letters of credit from its financial institution. The Offeror and major sub-contractors shall submit current Dun & Bradstreet Business Reports.

Offeror:

Solicitation No.:

Cost Proposal Break-down			
CLIN/ Division	Description	Cost	Totals
CLIN 001 - Base Bid			

General Construction

01	General Conditions	_____
02	Existing Conditions	_____

Sub-Total - Admin/PIC Building Construction _____

Administration Building/PIC (Bldg. 1002)

03	Concrete	_____
04	Masonry	_____
05	Metals	_____
06	Wood, Plastics, And Composites	_____
07	Thermal & Moisture Protection	_____
08	Openings	_____
09	Finishes	_____
10	Specialties	_____
12	Furnishings	_____
13	Special Construction	_____
14	Conveying Equipment	_____
22	Plumbing	_____
23	HVAC	_____
26	Electrical	_____
27	Communications	_____
28	Electronic Safety and Security	_____
31	Earthwork	_____
31	Drilled Concrete Piers And Shafts	_____
32	Exterior Improvements	_____
33	Utilities	_____
34	Transportation	_____

Sub-Total - Admin/PIC Building Construction _____

Sitework _____

Maint. Bldg 3001 Renovation _____

Offeror:

Solicitation No.:

Cost Proposal Break-down			
CLIN/ Division	Description	Cost	Totals

Construct Columbarium Court 13

03	Concrete	_____	
04	Masonry	_____	
05	Metals	_____	
12	Furnishings	_____	
31	Earthwork	_____	
32	Exterior Improvements	_____	
33	Utilities	_____	
	Sub-Total - Columbarium Court 13 Construction	_____	

Columbarium Courts 1-5: Cap Replacement

Memorial Wall Construction

Road Repairs

SY's: _____

03	Concrete	_____	
32	Asphalt Paving & Repairs	_____	
32	Concrete Paving	_____	

Total Costs - CLIN 001

CLIN 002 - Base Bid - Niche Covers, Memorial Markers, &
Trim

Total Costs - CLIN 002

Total Costs - Base Bid

CLIN 003 - Add Alternate 1 - Balance of Road Repairs

01	General Conditions	_____	
02	Existing Conditions	_____	
03	Concrete	_____	
32	Exterior Improvements	_____	

Total Costs - CLIN 003

Offeror:

Solicitation No.:

Cost Proposal Break-down			
CLIN/ Division	Description	Cost	Totals

CLIN 004a - Add Alternate 2 - Construct Columbarium Court 15

01	General Conditions	_____
02	Existing Conditions	_____
03	Concrete	_____
04	Masonry	_____
05	Metals	_____
12	Furnishings	_____
31	Earthwork	_____
32	Exterior Improvements	_____
33	Utilities	_____

Total Costs - CLIN 004a _____

CLIN 004b - Niche Covers

Total Costs - CLIN 004b _____

CLIN 005a - Add Alternate 3 - Construct Columbarium Court 14

01	General Conditions	_____
02	Existing Conditions	_____
03	Concrete	_____
04	Masonry	_____
05	Metals	_____
12	Furnishings	_____
31	Earthwork	_____
32	Exterior Improvements	_____
33	Utilities	_____

Total Costs - CLIN 005a _____

CLIN 005b - Provide Niche Covers

Total Costs - CLIN 005b _____

Grand Total - CLIN 001 thru 005 _____

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
69.1 %	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 Honolulu, HI

(End of Provision)

2.4 52.228-1 BID GUARANTEE (SEP 1996)

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

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

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

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

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

(End of Provision)

2.5 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:

SUSAN LAM
Contracting Officer

Hand-Carried/ Mailing Address:

Department of Veterans Affairs
Office of Construction and Facilities
425 I Street NW (003C4)
Washington, DC 20001

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

(End of Provision)

2.6 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-

August 15, 2013, 9:00 A.M. Local time.

(c) Participants will meet at-

Oahu Veterans Center, 1298 Kukila Street, Honolulu, HI 96818

(End of Provision)

2.7 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)

<u>FAR Number</u>	<u>Title</u>	<u>Date</u>
52.215-1	INSTRUCTIONS TO OFFERORS--COMPETITIVE ACQUISITION	JAN 2004
52.232-38	SUBMISSION OF ELECTRONIC FUNDS TRANSFER INFORMATION WITH OFFER	MAY 1999
52.236-28	PREPARATION OF PROPOSALS--CONSTRUCTION	OCT 1997

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

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

(End of Clause)

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

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

- (1) Include the name, address, fax number, and telephone number of the protester;
 - (2) Identify the solicitation and/or contract number;
 - (3) Include an original signed by the protester or the protester's representative and at least one copy;
 - (4) Set forth a detailed statement of the legal and factual grounds of the protest, including a description of resulting prejudice to the protester, and provide copies of relevant documents;
 - (5) Specifically request a ruling of the individual upon whom the protest is served;
 - (6) State the form of relief requested; and
 - (7) Provide all information establishing the timeliness of the protest.
- (b) Failure to comply with the above may result in dismissal of the protest without further consideration.
- (c) Bidders/offerors and contracting officers are encouraged to use alternative dispute resolution (ADR) procedures to resolve protests at any stage in the protest process. If ADR is used, the Department of Veterans Affairs will not furnish any documentation in an ADR proceeding beyond what is allowed by the Federal Acquisition Regulation.

(End of Provision)

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

As an alternative to filing a protest with the contracting officer, an interested party may file a protest with the Deputy Assistant Secretary for Acquisition and Materiel Management, Acquisition Administration Team, Department of Veterans Affairs, 810 Vermont Avenue, NW., Washington, DC 20420, or for solicitations issued by the Office of Construction and Facilities Management, the Director, Office of Construction and Facilities Management, 810 Vermont Avenue, NW.,

Washington, DC 20420. The protest will not be considered if the interested party has a protest on the same or similar issues pending with the contracting officer.

(End of Provision)

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

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

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

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

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

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

(End of Provision)

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

This solicitation includes VAAR 852.219-10 VA Notice of Total Service- Disabled Veteran-Owned Small Business Set-Aside. 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)

REPRESENTATIONS AND CERTIFICATIONS

3.1 52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (DEC 2012)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 237990.

(2) The small business size standard is \$33.5 Million.

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

(b)(1) If the clause at 52.204-7, Central Contractor Registration, is included in this solicitation, paragraph (d) of this provision applies.

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

☐ (i) Paragraph (d) applies.

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

(c)(1) The following representations or certifications in ORCA are applicable to this solicitation as indicated:

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

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

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

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

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

(iii) 52.204-3, Taxpayer Identification. This provision applies to solicitations that do not include the clause at 52.204-7, Central Contractor Registration.

(iv) 52.204-5, Women-Owned Business (Other Than Small Business). This provision applies to solicitations that--

(A) Are not set aside for small business concerns;

(B) Exceed the simplified acquisition threshold; and

(C) Are for contracts that will be performed in the United States or its outlying areas.

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

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

(vii) 52.214-14, Place of Performance--Sealed Bidding. This provision applies to invitations for bids except those in which the place of performance is specified by the Government.

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

(ix) 52.219-1, Small Business Program Representations (Basic & Alternate I). This provision applies to solicitations when the contract will be performed in the United States or its outlying areas.

(A) The basic provision applies when the solicitations are issued by other than DoD, NASA, and the Coast Guard.

(B) The provision with its Alternate I applies to solicitations issued by DoD, NASA, or the Coast Guard.

(x) 52.219-2, Equal Low Bids. This provision applies to solicitations when contracting by sealed bidding and the contract will be performed in the United States or its outlying areas.

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

(xii) 52.222-25, Affirmative Action Compliance. This provision applies to solicitations, other than those for construction, when the solicitation includes the clause at 52.222-26, Equal Opportunity.

(xiii) 52.222-38, Compliance with Veterans' Employment Reporting Requirements. This provision applies to solicitations when it is anticipated the contract award will exceed the simplified acquisition threshold and the contract is not for acquisition of commercial items.

(xiv) 52.223-1, Biobased Product Certification. This provision applies to solicitations that require the delivery or specify the use of USDA-designated items; or include the clause at 52.223-2, Affirmative Procurement of Biobased Products Under Service and Construction Contracts.

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

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

(xvii) 52.225-4, Buy American Act--Free Trade Agreements--Israeli Trade Act Certificate. (Basic, Alternates I, II, and III.) This provision applies to solicitations containing the clause at 52.225-3.

(A) If the acquisition value is less than \$25,000, the basic provision applies.

(B) If the acquisition value is \$25,000 or more but is less than \$50,000, the provision with its Alternate I applies.

(C) If the acquisition value is \$50,000 or more but is less than \$77,494, the provision with its Alternate II applies.

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

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

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

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

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

(A) Solicitations for research, studies, supplies, or services of the type normally acquired from higher educational institutions; and

(B) For DoD, NASA, and Coast Guard acquisitions, solicitations that contain the clause at 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns.

(2) The following certifications are applicable as indicated by the Contracting Officer:

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

☐ (A) Basic.

☐ (B) Alternate I.

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

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

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

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

☐ (vi) 52.227-6, Royalty Information.

☐ (A) Basic.

☐ (B) Alternate I.

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

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

changes, identifying change by clause number, title, date]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR Clause #	Title	Date	Change
-----	-----	-----	-----

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

(End of Provision)

3.2 52.209-5 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)

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

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

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

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

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

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

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

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

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

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

(i) In a criminal proceeding, a conviction.

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

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

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

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

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

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

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

(End of Provision)

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

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

"Marginalized populations of Sudan" means--

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

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

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

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

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

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

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

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

(6) Have been voluntarily suspended.

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

(End of Provision)

<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

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)

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 720 calendar days after receipt of notice to proceed. The time stated for completion shall include final cleanup of the premises.

(End of Clause)

4.3 52.211-12 LIQUIDATED DAMAGES--CONSTRUCTION (SEPT 2000)

(a) If the Contractor fails to complete the work within the time specified in the contract, the Contractor shall pay liquidated damages to the Government in the amount of \$745.00 for each calendar day of delay until the work is completed or accepted.

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

(End of Clause)

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 237990 assigned to contract number .

[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 52.223-2 AFFIRMATIVE PROCUREMENT OF BIOBASED PRODUCTS UNDER SERVICE AND CONSTRUCTION CONTRACTS (JUL 2012)

(a) In the performance of this contract, the contractor shall make maximum use of biobased products that are United States Department of Agriculture (USDA)-designated items unless--

(1) The product cannot be acquired--

- (i) Competitively within a time frame providing for compliance with the contract performance schedule;
- (ii) Meeting contract performance requirements; or
- (iii) At a reasonable price.

(2) The product is to be used in an application covered by a USDA categorical exemption (see 7 CFR 3201.3(e)). For example, all USDA-designated items are exempt from the preferred procurement requirement for the following:

- (i) Spacecraft system and launch support equipment.
- (ii) Military equipment, i.e., a product or system designed or procured for combat or combat-related missions.

(b) Information about this requirement and these products is available at <http://www.biopreferred.gov>.

(c) In the performance of this contract, the Contractor shall--

(1) Report to the environmental point of contact identified in paragraph (d) of this clause, with a copy to the Contracting Officer, on the product types and dollar value of any USDA-designated biobased products purchased by the Contractor during the previous Government fiscal year, between October 1 and September 30;

(2) Submit this report no later than--

- (i) October 31 of each year during contract performance; and
- (ii) At the end of contract performance; and

(3) Contact the environmental point of contact to obtain the preferred submittal format, if that format is not specified in this contract.

(d) The environmental point of contact for this contract is:

Glenn Elliott
202-632-5879
glenn.elliott@va.gov
VA CFM

(End of Clause)

4.7 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)

4.8 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 52.232-99 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)

4.10 52.236-4 PHYSICAL DATA (APR 1984)

Data and information furnished or referred to below is for the Contractor's information. The Government shall not be responsible for any interpretation of or conclusion drawn from the data or information by the Contractor.

(a) The indications of physical conditions on the drawings and in the specifications are the result of site investigations by:

1580 Makaloa Street, Suite 1005
Honolulu, Hawaii 96814
Phone: (808) 447-5956
Email: BradK@kilandarch.com

(b) Weather Conditions:

N/A

(c) Transportation Facilities

N/A

(d) Other Physical Data

Topographic Survey – Controlpoint Surveys, Inc.
1150 South King Street, Suite 1200
Honolulu, Hawaii 96814
Ph: (808)591-2022

GeoTechnical Report – Geolabs, Inc.
2006 Kalihi Street
Honolulu , Hawaii 96819
Phone: (808) 841-5064

Hazmat Report – Masa Fujioka & Associates
98-021 Kamehameha Hwy. #337
Aiea, Hawaii 96701
Phone: (808) 484-5366

(End of Clause)

4.11 52.244-2 SUBCONTRACTS (OCT 2010)

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

"Approved purchasing system" means a Contractor's purchasing system that has been reviewed and approved in accordance with Part 44 of the Federal Acquisition Regulation (FAR).

"Consent to subcontract" means the Contracting Officer's written consent for the Contractor to enter into a particular subcontract.

"Subcontract" means any contract, as defined in FAR Subpart 2.1, entered into by a subcontractor to furnish supplies or services for performance of the prime contract or a subcontract. It includes, but is not limited to, purchase orders, and changes and modifications to purchase orders.

(b) When this clause is included in a fixed-price type contract, consent to subcontract is required only on unpriced contract actions (including unpriced modifications or unpriced delivery orders), and only if required in accordance with paragraph (c) or (d) of this clause.

(c) If the Contractor does not have an approved purchasing system, consent to subcontract is required for any subcontract that--

(1) Is of the cost-reimbursement, time-and-materials, or labor- hour type; or

(2) Is fixed-price and exceeds--

(i) For a contract awarded by the Department of Defense, the Coast Guard, or the National Aeronautics and Space Administration, the greater of the simplified acquisition threshold or 5 percent of the total estimated cost of the contract; or

(ii) For a contract awarded by a civilian agency other than the Coast Guard and the National Aeronautics and Space Administration, either the simplified acquisition threshold or 5 percent of the total estimated cost of the contract.

(d) If the Contractor has an approved purchasing system, the Contractor nevertheless shall obtain the Contracting Officer's written consent before placing the following subcontracts:

(e)(1) The Contractor shall notify the Contracting Officer reasonably in advance of placing any subcontract or modification thereof for which consent is required under paragraph (b), (c), or (d) of this clause, including the following information:

(i) A description of the supplies or services to be subcontracted.

(ii) Identification of the type of subcontract to be used.

(iii) Identification of the proposed subcontractor.

(iv) The proposed subcontract price.

(v) The subcontractor's current, complete, and accurate certified cost or pricing data and Certificate of Current Cost or Pricing Data, if required by other contract provisions.

(vi) The subcontractor's Disclosure Statement or Certificate relating to Cost Accounting Standards when such data are required by other provisions of this contract.

(vii) A negotiation memorandum reflecting--

(A) The principal elements of the subcontract price negotiations;

(B) The most significant considerations controlling establishment of initial or revised prices;

(C) The reason certified cost or pricing data were or were not required;

(D) The extent, if any, to which the Contractor did not rely on the subcontractor's certified cost or pricing data in determining the price objective and in negotiating the final price;

(E) The extent to which it was recognized in the negotiation that the subcontractor's certified cost or pricing data were not accurate, complete, or current; the action taken by the Contractor and the subcontractor; and the effect of any such defective data on the total price negotiated;

(F) The reasons for any significant difference between the Contractor's price objective and the price negotiated; and

(G) A complete explanation of the incentive fee or profit plan when incentives are used. The explanation shall identify each critical performance element, management decisions used to quantify each incentive element, reasons for the incentives, and a summary of all trade-off possibilities considered.

(2) The Contractor is not required to notify the Contracting Officer in advance of entering into any subcontract for which consent is not required under paragraph (b), (c), or (d) of this clause.

(f) Unless the consent or approval specifically provides otherwise, neither consent by the Contracting Officer to any subcontract nor approval of the Contractor's purchasing system shall constitute a determination--

(1) Of the acceptability of any subcontract terms or conditions;

(2) Of the allowability of any cost under this contract; or

(3) To relieve the Contractor of any responsibility for performing this contract.

(g) No subcontract or modification thereof placed under this contract shall provide for payment on a cost-plus-a-percentage-of- cost basis, and any fee payable under cost-reimbursement type subcontracts shall not exceed the fee limitations in FAR 15.404- 4(c)(4)(i).

(h) The Contractor shall give the Contracting Officer immediate written notice of any action or suit filed and prompt notice of any claim made against the Contractor by any subcontractor or vendor that, in the opinion of the Contractor, may result in litigation related in any way to this contract, with respect to which the Contractor may be entitled to reimbursement from the Government.

(i) The Government reserves the right to review the Contractor's purchasing system as set forth in FAR Subpart 44.3.

(j) Paragraphs (c) and (e) of this clause do not apply to the following subcontracts, which were evaluated during negotiations:

(End of Clause)

4.12 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

<http://www.acquisition.gov/far/index.html>
<http://www.va.gov/oal/library/vaar/>

(End of Clause)

<u>FAR Number</u>	<u>Title</u>	<u>Date</u>
52.202-1	DEFINITIONS	JAN 2012
52.203-3	GRATUITIES	APR 1984
52.203-5	COVENANT AGAINST CONTINGENT FEES	APR 1984
52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT	SEP 2006
52.203-7	ANTI-KICKBACK PROCEDURES	OCT 2010
52.203-8	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY	JAN 1997
52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY	JAN 1997
52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	OCT 2010
52.203-13	CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT	APR 2010
52.204-4	PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER	MAY 2011
52.204-10	REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS	AUG 2012
52.204-12	DATA UNIVERSAL NUMBERING SYSTEM NUMBER MAINTENANCE	DEC 2012
52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	DEC 2010
52.210-1	MARKET RESEARCH	APR 2011
52.215-2	AUDIT AND RECORDS--NEGOTIATION	OCT 2010
52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS	JAN 2011
52.222-1	NOTICE TO THE GOVERNMENT OF LABOR DISPUTES	FEB 1997
52.222-3	CONVICT LABOR	JUN 2003
52.222-4	CONTRACT WORK HOURS AND SAFETY STANDARDS ACT-OVERTIME COMPENSATION	JUL 2005
52.222-6	DAVIS-BACON ACT	JUL 2005
52.222-7	WITHHOLDING OF FUNDS	FEB 1988
52.222-8	PAYROLLS AND BASIC RECORDS	JUN 2010
52.222-9	APPRENTICES AND TRAINEES	JUL 2005
52.222-10	COMPLIANCE WITH COPELAND ACT REQUIREMENTS	FEB 1988
52.222-11	SUBCONTRACTS (LABOR STANDARDS)	JUL 2005
52.222-12	CONTRACT TERMINATION - DEBARMENT	FEB 1988
52.222-13	COMPLIANCE WITH DAVIS-BACON AND RELATED ACT REGULATIONS	FEB 1988
52.222-14	DISPUTES CONCERNING LABOR STANDARDS	FEB 1988
52.222-15	CERTIFICATION OF ELIGIBILITY	FEB 1988
52.222-21	PROHIBITION OF SEGREGATED FACILITIES	FEB 1999
52.222-26	EQUAL OPPORTUNITY	MAR 2007
52.222-27	AFFIRMATIVE ACTION COMPLIANCE REQUIREMENTS FOR CONSTRUCTION	FEB 1999

52.222-35	EQUAL OPPORTUNITY FOR VETERANS	SEP 2010
52.222-36	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES	OCT 2010
52.222-37	EMPLOYMENT REPORTS ON VETERANS	SEP 2010
52.222-50	COMBATING TRAFFICKING IN PERSONS	FEB 2009
52.222-54	EMPLOYMENT ELIGIBILITY VERIFICATION	JUL 2012
52.223-5	POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION ALTERNATE II (MAY 2011)	MAY 2011
52.223-6	DRUG-FREE WORKPLACE	MAY 2001
52.223-18	ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING	AUG 2011
52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES	JUN 2008
52.227-1	AUTHORIZATION AND CONSENT	DEC 2007
52.227-2	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT	DEC 2007
52.227-4	PATENT INDEMNITY--CONSTRUCTION CONTRACTS	DEC 2007
52.228-2	ADDITIONAL BOND SECURITY	OCT 1997
52.228-5	INSURANCE--WORK ON A GOVERNMENT INSTALLATION	JAN 1997
52.228-11	PLEDGES OF ASSETS	JAN 2012
52.228-12	PROSPECTIVE SUBCONTRACTOR REQUESTS FOR BONDS	OCT 1995
52.228-14	IRREVOCABLE LETTER OF CREDIT	DEC 1999
52.228-15	PERFORMANCE AND PAYMENT BONDS-- CONSTRUCTION	OCT 2010
52.229-3	FEDERAL, STATE, AND LOCAL TAXES	FEB 2013
52.232-5	PAYMENTS UNDER FIXED-PRICE CONSTRUCTION CONTRACTS	SEP 2002
52.232-17	INTEREST	OCT 2010
52.232-23	ASSIGNMENT OF CLAIMS	JAN 1986
52.232-27	PROMPT PAYMENT FOR CONSTRUCTION CONTRACTS	OCT 2008
52.232-34	PAYMENT BY ELECTRONIC FUNDS TRANSFER-- OTHER THAN CENTRAL CONTRACTOR REGISTRATION	MAY 1999
52.233-1	DISPUTES ALTERNATE I (DEC 1991)	JUL 2002
52.233-3	PROTEST AFTER AWARD	AUG 1996
52.233-4	APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM	OCT 2004
52.236-2	DIFFERING SITE CONDITIONS	APR 1984
52.236-3	SITE INVESTIGATION AND CONDITIONS AFFECTING THE WORK	APR 1984
52.236-5	MATERIAL AND WORKMANSHIP	APR 1984
52.236-6	SUPERINTENDENCE BY THE CONTRACTOR	APR 1984
52.236-7	PERMITS AND RESPONSIBILITIES	NOV 1991
52.236-8	OTHER CONTRACTS	APR 1984
52.236-9	PROTECTION OF EXISTING VEGETATION, STRUCTURES, EQUIPMENT, UTILITIES, AND IMPROVEMENTS	APR 1984

52.236-10	OPERATIONS AND STORAGE AREAS	APR 1984
52.236-11	USE AND POSSESSION PRIOR TO COMPLETION	APR 1984
52.236-12	CLEANING UP	APR 1984
52.236-13	ACCIDENT PREVENTION	NOV 1991
52.236-14	AVAILABILITY AND USE OF UTILITY SERVICES	APR 1984
52.236-15	SCHEDULES FOR CONSTRUCTION CONTRACTS	APR 1984
52.236-16	QUANTITY SURVEYS	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
52.243-6	CHANGE ORDER ACCOUNTING	APR 1984
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 ALTERNATE I (APR 1984)	OCT 2010
52.249-2	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED PRICE) ALTERNATE I (SEPT 1996)	APR 2012
52.249-10	DEFAULT (FIXED-PRICE CONSTRUCTION)	APR 1984
52.253-1	COMPUTER GENERATED FORMS	JAN 1991

4.13 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)

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

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

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

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

(End of Clause)

4.15 VAAR 852.211-74 LIQUIDATED DAMAGES (JAN 2008)

If any unit of the work contracted for is accepted in advance of the whole, the rate of liquidated damages assessed will be in the ratio that the value of the unaccepted work bears to the total amount of the contract. If a separate price for unaccepted work has not been stated in the contractor's bid, determination of the value thereof will be made from schedules of costs furnished by the contractor and approved by the contracting officer, as specified elsewhere in the contract.

(End of Clause)

4.16 852.211-75 PRODUCT SPECIFICATIONS (JAN 2008)

The products offered under this solicitation shall be type , grade , in accordance with No. , dated and amendment dated , except for paragraphs and which are amended as follows:

(End of Clause)

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

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

(1) Means a small business concern:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(End of Clause)

4.18 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)

4.19 852.232-72 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)

4.20 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)

4.21 VAAR 852.236-72 PERFORMANCE OF WORK BY THE CONTRACTOR (JUL 2002) ALTERNATE I

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 cost per activity of the construction schedule required by Section 01310 or 01311, NETWORK ANALYSIS SYSTEM, a responsibility code for all activities of the network for which the contractor's forces will perform the work. The cost of these activities will be used in determining the portions of the total contract work to be executed by the contractor's forces for the purpose of this article.

(c) If, during progress of work hereunder, the contractor requests a change in activities of work to be performed by the contractor's forces and the contracting officer determines it to be in the best interest of the Government, the contracting officer may, at his or her discretion, authorize a change in such activities of said work.

(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)

4.22 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)

4.23 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)

4.24 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)

4.25 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)

4.26 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)

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

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

(b) The contractor shall be responsible to the Government for acts and omissions of his/her own employees, and subcontractors and their employees. The contractor shall also be responsible for coordination of the work of the trades, subcontractors, and material suppliers. The contractor shall, in advance of the work, prepare coordination drawings showing the location of openings through slabs, the pipe sleeves and hanger inserts, as well as the location and elevation of utility lines, including, but not limited to, conveyor systems, pneumatic tubes, ducts, and conduits and pipes 2 inches and larger in diameter. These drawings, including plans, elevations, and sections as appropriate shall clearly show the manner in which the utilities fit into the available space and relate to each other and to existing building elements. Drawings shall be of appropriate scale to satisfy the previously stated purposes, but not smaller than 3/8-inch scale. Drawings may be composite (with distinctive colors for the various trades) or may be separate but fully coordinated drawings (such as sepias or photographic paper reproducibles) of the same scale. Separate drawings shall depict identical building areas or sections and shall be capable of being overlaid in any combination. The submitted drawings for a given area of the project shall show the work of all trades which will be involved in that particular area. Six complete composite drawings or six complete sets of separate reproducible drawings shall be received by the Government not less than 20 days prior to the scheduled start of the work in the area illustrated by the drawings, for the purpose of showing the contractor's planned methods of installation. The objectives of such drawings are to promote carefully planned work

sequence and proper trade coordination, in order to assure the expeditious solutions of problems and the installation of lines and equipment as contemplated by the contract documents while avoiding or minimizing additional costs to the contractor and to the Government. In the event the contractor, in coordinating the various installations and in planning the method of installation, finds a conflict in location or elevation of any of the utilities with themselves, with structural items or with other construction items, he/she shall bring this conflict to the attention of the contracting officer immediately. In doing so, the contractor shall explain the proposed method of solving the problem or shall request instructions as to how to proceed if adjustments beyond those of usual trades coordination are necessary. Utilities installation work will not proceed in any area prior to the submission and completion of the Government review of the coordinated drawings for that area, nor in any area in which conflicts are disclosed by the coordination drawings until the conflicts have been corrected to the satisfaction of the contracting officer. It is the responsibility of the contractor to submit the required drawings in a timely manner consistent with the requirements to complete the work covered by this contract within the prescribed contract time.

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

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

(End of Clause)

4.28 VAAR 852.236-83 PAYMENTS UNDER FIXED-PRICE CONSTRUCTION CONTRACTS (INCLUDING NAS) (JUL 2002) ALTERNATE I (JUL 2002)

The clause entitled "Payments under Fixed-Price Construction Contracts" in FAR 52.232-5 is implemented as follows:

(a) Retainage:

(1) The contracting officer may retain funds:

(i) Where the 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 either to meet schedules in Section Network Analysis System (NAS), or to process the Interim Arrow Diagram/Complete Project Arrow Diagram;

(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 costs in accordance with the requirements of Section Network Analysis System (NAS) to the contracting officer for approval within 90 calendar days after date of receipt of notice to proceed. The approved cost schedule will be one of the bases for determining progress payments to the contractor for work completed.

(1) 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 his/her original estimate sheets or other information to substantiate the detailed makeup of the cost schedule.

(2) The total costs of all activities shall equal the contract price.

(3) Insurance and similar items shall be prorated and included in each activity cost of the critical path method (CPM) network.

(4) The CPM network shall include a separate cost loaded activity for adjusting and testing of the systems listed below. The percentages listed below will be used to determine the cost of adjust and test activities and identify, for payment purposes, the value of the work to adjust, correct and test systems after the material has been installed.

(5) Payment for adjust and test activities will be made only after the contractor has demonstrated that each of the systems is substantially complete and operates as required by the contract.

(6)(i) The contractor shall show on the critical path method (CPM) network the total cost of the guarantee period services in accordance with the guarantee period service section(s) of the specifications. This cost shall be priced out when submitting the CMP cost loaded network. The cost submitted shall be subject to the approval of the contracting officer. The activity on the CPM shall have money only and not activity time.

(ii) The contractor shall submit with the CPM a guarantee period performance program which shall include an itemized accounting of the number of work-hours required to perform the guarantee period service on each piece of equipment. The contractor shall also submit the established salary costs, including employee fringe benefits, and what the contractor reasonably expects to pay over the guarantee period, all of which will be subject to the contracting officer's approval.

(iii) The cost of the guarantee period service shall be prorated on an annual basis and paid in equal monthly payments by VA during the period of guarantee. In the event the installer does not perform satisfactorily during this period, all payments may be withheld and the contracting officer shall inform the contractor of the unsatisfactory performance, allowing the contractor 10 days to correct and comply with the contract. The guarantee period service is subject to those provisions as set forth in the Payments and Default clauses.

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 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)

4.29 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)

4.30 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)

4.31 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)

4.32 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)

4.33 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)

4.34 VAAR 852.246-74 SPECIAL WARRANTIES (JAN 2008)

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

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

(End of Clause)

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

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

Should the contractor fail to prosecute the work or fail to proceed promptly to provide guarantee period services after notification by the contracting officer, the Government may, subject to the default clause contained at FAR 52.249-10, Default (Fixed- Price Construction), and after allowing the contractor 10 days to correct and comply with the contract, terminate the right to proceed with the work (or the separable part of the work) that has been delayed or unsatisfactorily performed. In this event, the Government may take over the work and complete it by contract or otherwise, and may take possession of and use any materials, appliances, and plant on the work site necessary for completing the work. The contractor and its sureties shall be liable for any damages to the Government resulting from the contractor's refusal or

failure to complete the work within this specified time, whether or not the contractor's right to proceed with the work is terminated. This liability includes any increased costs incurred by the Government in completing the work.

(End of Clause)

4.36 MANDATORY WRITTEN DISCLOSURES

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

LIST OF ATTACHEMENTS:

See attached document: Davis Bacon HI1 7-26-13.

See attached document: Sec 01 00 00 7Aug2013.

See attached document: Read Me First.

See attached document: 1-50 NMCP Bid Set Dwgs.

See attached document: 51-100 NMCP Bid Set Dwgs.

See attached document: 101-150 NMCP Bid Set Dwgs.

See attached document: 151-200 NMCP Bid Set Dwgs.

See attached document: 201-250 NMCP Bid Set Dwgs.

See attached document: 251-300 NMCP Bid Set Dwgs.

See attached document: 301-351 NMCP Bid Set Dwgs.

See attached document: 352-401 NMCP Bid Set Dwgs.

See attached document: 402-431 NMCP Bid Set Dwgs.

See attached document: standard-details-public-works-construction.

See attached document: standard-specifications-counties-state-Hawaii.

See attached document: NMCP Geotechnical Report and Addendums.

See attached document: Courts 1-5.

See attached document: I-2_120619.

See attached document: I-3_120619.

See attached document: I-4_120619.

See attached document: I-5_120619.

See attached document: I-6_120619.

See attached document: I-7_120619.

See attached document: I-8_120619.

See attached document: ki-2-1 NEW 11-2.

See attached document: ki-6-1.

See attached document: W-1_120619.

See attached document: NMCP Bid Set Specs.