1. SOLICITATION NUMBER

2. TYPE OF SOLICITATION

3. DATE ISSUED

PAGE OF PAGES

4. CONTRACT NUMBER

5. REQUISITION/PURCHASE REQUEST NUMBER

6. PROJECT NUMBER

7. ISSUED BY

CODE

8. ADDRESS OFFER TO

a. NAME

b. TELEPHONE NUMBER (Include area code) (NO COLLECT CALLS)

10. THE GOVERNMENT REQUIRES PERFORMANCE OF THE WORK DESCRIBED IN THESE DOCUMENTS (Title, identifying number, date)

12a. THE CONTRACTOR MUST FURNISH ANY REQUIRED PERFORMANCE AND PAYMENT BONDS?

(If "YES," indicate within how many calendar days after award in Item 12B.)

12b. CALENDAR DAYS

13. ADDITIONAL SOLICITATION REQUIREMENTS:

STANDARD FORM 1442 (REV. 8/2014)

STANDARD FORM 1442

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

SOLICITATION, OFFER,

AND AWARD

(Construction, Alteration, or Repair)

SOLICITATION

SOLICITATION

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

9. FOR INFORMATION

 CALL:

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

SEALED BID (IFB)

NEGOTIATED (RFP)

11. The Contractor shall begin performance within \_\_\_\_\_\_\_\_\_\_\_\_ calendar days and complete it within

 \_\_\_\_\_\_\_\_\_\_\_\_

calendar days after receiving

award,

notice to proceed. This performance period is

mandatory

negotiable. (See \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_).

YES

NO

a.

Sealed offers in original and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_copies to perform the work required are due at the place specified in Item 8 by \_\_\_\_\_\_\_\_\_\_\_\_\_

(hour) local time \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (date). If this is a sealed bid solicitation, offers must be publicly opened at that time. Sealed

envelopes containing offers shall be marked to show the offeror's name and address, the solicitation number, the date and time offers are due.

b.

An offer guarantee

is,

is not required.

c.

All offers are subject to the (1) work requirements, and (2) other provisions and clauses incorporated in the solicitation in full text or by reference.

 .

d.

Offers providing less than \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ calendar days for Government acceptance after the date offers are due will not be

considered and will be rejected.

1

55

VA69D-17-B-0021

X

12-08-2016

578-17-1-6997-0002

578-16-012

0069D

Department of Veteran Affairs

GLAC - Southern Tier Construction Team

3001 Green Bay Road

Building 1 Room 329

North Chicago IL 60064-3048

Department of Veteran Affairs

GLAC - Southern Tier Construction Team

3001 Green Bay Road

Building 1 Room 329

North Chicago IL 60064-3048

Mack Taylor

(224) 610-3648

PROJECT 578-16-012, Renovate for MRI in C Section, 1st Floor, Building at the Edward Hines Jr. VA Hospital in Hines, IL

The purpose of this project is to renovate approximately 2,052 square foot area occupied by the Radiology Department

located in Section C on the first floor of building 200. Once completed the space will be utilized by the MRI Department

See attached Specification Books and Drawings for further information.

Project magnitude of range is $1,000,000 to $2,000,000 dollars. NAICS Code 236220 Commercial and Institutional Building.

SBA size standard $36.5 million applies. Davis Bacon Wage Determination IL160009 09/23/2016 applies to this requirement

This procurement is a 100% set-aside for a Service Disabled Veteran Owned Small Business (SDVOSB).

In accordance with VAAR 819.7003(b), Offerors must be CVE-SDVOSB-Verified prior to submitting an offer.

Authority 38 U.S.C. 8127 (Public Law 109-461).

All questions regarding the solicitation, specifications, and/or drawings shall be submitted via e-mail to the Contract

Specialist, Mack Taylor- Mack.Taylor2@va.gov, no later than 19 December 2016.

The Pre Bid walk-through has been scheduled for Wednday, 14 December 2016 at 9:30am (CST), All pospective bidders will

meet in the main lobby of building 2 located at the Edward J. Hines Jr. Veteran Affairs Hospital.

NOTICE: VA and/or a third party (support contractor) will require access to VA contractor records to assess contractor

compliance with the limitations on subcontracting requirements included at IL001AL-11-15A.

All bidders are responsible for monitoring and downloading any amendments from FedBizOpps https://www/fbo.gov.

Bid opening is scheduled for Tuesday, the 10th of January 2017 at 1:00 p.m. CST. If mailing bid use the address located

in block number 8 above.

IT IS THE PROSPECTIVE BIDDERS RESPONSABILITY TO ENSURE THEIR BID IS RECEIVED AT OR BEFORE THE BID OPENING DATE/TIME.

ALL LATE BIDS WILL BE HANDLED IN ACCORDANCE WITH FAR PART 14.304 - SUBMISSIONS, MODIFICATIONS, AND WITHDRAWAL OF BIDS

Only one (1) award will be issued. Award is Subject to the Availability of Funding.

10

180

X

X

52.211-10

X

10

One (1)

1:00 p.m. CST

01-10-2017

X

180

14. NAME AND ADDRESS OF OFFEROR

15. TELEPHONE NUMBER

16. REMITTANCE ADDRESS

CODE

FACILITY CODE

17. The offeror agrees to perform the work required at the prices specified below in strict accordance with the terms of the solicitation, if this offer is

accepted by the Government in writing within \_\_\_\_\_\_\_\_\_\_ calendar days after the date offers are due.

AMOUNTS

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

19. ACKNOWLEDGMENT OF AMENDMENTS

AMENDMENT

NUMBER

DATE.

20a. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER

20b. SIGNATURE

20c. OFFER DATE

21. ITEMS ACCEPTED:

22. AMOUNT

23. ACCOUNTING AND APPROPRIATION DATA

24. SUBMIT INVOICES TO ADDRESS SHOWN IN

ITEM

25. OTHER THAN FULL AND OPEN COMPETITION PURSUANT TO

10 U.S.C. 2304(c)(

 )

41 U.S.C. 3304(a) (

 )

26. ADMINISTERED BY

27. PAYMENT WILL BE MADE BY

PHONE:

FAX:

28. NEGOTIATED AGREEMENT

29. AWARD

Your

Contractor agrees

offer on this solicitation is hereby accepted as to the items listed. This

to furnish and deliver all items or perform all work requirements identified

award consummates the contract, which consists of (a) the Government

on this form and any continuation sheets for the consideration stated in

solicitation and your offer, and (b) this contract award. No further cont-

this contract. The rights and obligations of the parties to this contract

ractual document is necessary.

shall be governed by (a) this contract award, (b) the solicitation, and (c)

the clauses, representations, certifications, and specifications incorporated

by reference in or attached to this contract.

30a. NAME AND TITLE OF CONTRACTOR OR PERSON AUTHORIZED

31a. NAME OF CONTRACTING OFFICER

TO SIGN

30b. SIGNATURE

30c. DATE

31b. UNITED STATES OF AMERICA

31c. AWARD DATE

BY

**OFFER**

**AWARD**

**STANDARD FORM 1442 (REV. 8/2014) BACK**

(Include ZIP Code)

(Include area code)

(Include only if different than Item 14.)

(Insert any number equal to or greater than

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

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

(Type or print)

(4 copies unless otherwise specified)

(Type or print)

(Type or print)

(Contractor is required to sign this

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

(Contractor is not required to sign this document.)

**(Must be fully completed by offeror)**

**(To be completed by Government)**

**CONTRACTING OFFICER WILL COMPLETE ITEM 28 OR 29 AS APPLICABLE**

180

SEE BID SCHEDULE

0069D

Department of Veterans Affairs

GLAC - Southern Tier Construction Team

3001 Green Bay Road

Building 1 Room 329

North Chicago IL 60064

Department of Veterans Affairs

Financial Services Center

PO Box 149971

Austin TX 78714-9971

X

Carmella L. Speer

Contracting Officer

BASE BID LUMP SUM

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# BID SCHEDULE

**SOLICITATION:** VA69D-17-B-0021

**PROJECT NO:** 578-16-012: RENOVATE FOR MRI IN C SECTION, 1ST FLOOR,

 BUILDING 200 EDWARD J HINES JR. VETERANS AFFAIRS HOSPITAL,

 HINES, IL

**THIS IS A FIRM-FIXED PRICE TYPE CONTRACT**

## BASE BID:

**SCOPE OF WORK:** Contractor shall provide materials, labor, and equipment for the renovation of approximately 2,052 square feet of existing space currently occupied by the Radiology Department on the First Floor, C-Section of Building 200. The renovated space will be used for a new Siemens 3T MRI, MRI equipment room, control room, reception and waiting area, toilet and IT Room Relocation. Support spaces will include utility systems, water piping, ducts and VAVs, electrical (normal and critical systems), data / voice, life & fire safety, and all other systems outlined in the drawings and specifications. All work for this project shall be in accordance with the drawings and specifications provided by PFB Architects. Work shall occur in the basement, on the first floor, on the second floor and on the roof of the C-Section area located on the first floor of Building 200, at the Edward Hines Jr. Veterans Affairs Hospital, located in Hines, Illinois, as outlined in the contract specifications, and as shown on the contract drawings. All work is to be completed within 180 calendar days of receipt of a Notice to Proceed.

|  |  |
| --- | --- |
| **LUMP SUM:** | $ |

## DEDUCTIVE BID ALTERNATE NUMBER 1: ALL THE WORK DESCRIBED IN BASE BID ITEM 1 MINUS THE FOLLOWING:

**ARCHITECTURAL:** Remove all new finishes scheduled for corridor CC1-H. All existing ACT, floor and wall finishes to remain. Refer to sheet A702.

Remove linear wood plank ceiling from patient holding alcove C125 and reception C115 and provide ACT-1. Refer to sheets A201 and A702.

Remove arched metal panel, curved gypsum board ceiling and surrounding soffit and provide acoustical ceiling tile and MRI-SAFE T-GRID. Refer to sheet A201.

**ELECTRICAL:** Remove all new light fixtures scheduled for corridor CC1-H. All existing 2x2 fixtures to remain. Refer to sheet E-101.

Remove color change LED cove light (F8) and associated controls and provide new MRI safe illuminated ceiling panels (F1) and associated controls. Refer to sheet E-101.

All work is to be completed within 180 calendar days of receipt of a Notice to Proceed.

|  |  |
| --- | --- |
| **LUMP SUM:** | $ |

## DEDUCTIVE BID ALTERNATE NUMBER 2: ALL THE WORK DESCRIBED IN ALTERNATE NUMBER 1 MINUS THE FOLLOWING:

**Medical gas:** Remove nitrous oxide outlet within the MRI room and all associated piping and valves back to the source on the second floor. Nitrous oxide valve in valve box as well as alarm in area alarm panel shall also be removed. Remove waste anesthesia gas outlet in MRI room and associated piping and valves back to the source. Waste anesthesia valve in valve box as well as alarm in area alarm panel shall also be removed. Refer to sheets MG101 and MG102.

**Electrical:** Remove scope associated with routing of spare conduits for future Bi-Plane and CT scanner. Refer to sheet E-200.

All work is to be completed within 180 calendar days of receipt of a Notice to Proceed.

|  |  |
| --- | --- |
| **LUMP SUM:** | $ |

## DEDUCTIVE BID ALTERNATE NUMBER 3: ALL THE WORK DESCRIBED IN ALTERNATE NUMBER. 2 MINUS THE FOLLOWING:

Remove all new work associated with toilet area C112, reception area C115, waiting room area C116, janitor's closet C119, IT Room C121 and passage CC1-L. Existing IT Room C115, toilet C118, janitor's closet C112, toilet C121, toilet C120 and corridor CC1-B to remain. Refer to sheets AD101 and A101.

All work is to be completed within 180 calendar days of receipt of a Notice to Proceed.

|  |  |
| --- | --- |
| **LUMP SUM:** | $ |

**NOTICE TO BIDDERS:** Award will be made to the responsible bidder who submitted the lowest responsive bid. A single award will be made on Base Bid, but in the event the offer exceeds the funds available, a single award will be made on Alternate Bid Item 1 or Alternate Bid Item 2, or Alternate Bid Item 3 in that order, based on available funding.

For Alternate Bid Items, bidders should ensure that the all-inclusive price after the deductions are subtracted has been entered. **DO NOT ENTER THE AMOUNT OF THE DEDUCTION**.

**NOTICE TO BIDDERS:** This action is subject to available funding.

**NOTICE TO BIDDERS:** The contractor will be working in and around an occupied and operating hospital. The contractor will be required to keep all non-impacted roads, walks and entrances to grounds, parking, and to occupied areas of buildings clear of construction materials, debris and standing construction equipment and vehicles. Submittals regarding staging of equipment, crane placement, storage of supplies, etc. are required. Off-hours and/or weekend deliveries of construction equipment or materials may be required.

**NOTICE TO BIDDERS**: In addition to the insurance requirements required by FAR 28.307-2 and FAR 52.228-5, there shall be no exclusionary clauses added to this contract for any asbestos related work that would void the general liability insurance.

**NOTICE TO BIDDERS:** Additional information regarding the general and specific scope of work is defined in the specifications and drawings. This **BID SCHEDULE SCOPE OF WORK** is in addition to and augments the specifications and drawings.

# TAX INFORMATION:

The Illinois Administrative Code, 130.2075 allows construction contractors to be exempt from Retailers Occupation Tax and Use Tax within the State of Illinois when the materials are for Incorporation into real estate owned by Governmental bodies. For purposes of this authority, a Construction Contractor is defined as a General Contractor or a Subcontractor 86 Ill. Adm. Code 130.1940(a)(1). Materials, are defined as all of the tangible personal property, including fixtures, which enter into a structure or otherwise become incorporated into real estate 86 Ill. Adm. Code 130.1940(a)(5), but do not include tools, fuel, lumber for forms and other end use or consumption items which are not incorporated into the real property 86 Ill. Adm. Code 130.2075(d)(3).

FAR Clause 52.229-3 Federal State and Local Taxes is amended to include the following language:

‘Prospective offerors are notified that under 86 Ill. Adm. Code 130.2075, purchase within the State of Illinois to be incorporated into the real property of Edward Hines Jr. Veterans Affairs Hospital, located in Hines*,* Illinoismay be exempt from Illinois Retailers’ Occupation Tax and Use Tax. VA will furnish a Certificate to the successful awardee of this solicitation with all required information to be used within the State of Illinois. Prime contractors may furnish the certificate to its subcontractors for use on this project. The contractor and each subcontractor shall comply with the terms of this solicitation, including FAR 52.229-3 Federal, State, and Local Taxes and all provisions of Title 86, Chapter 1, Part 1.30 of the Illinois Administrative Code.

All bids are presumed to include any tax benefit the contractor expects to receive by issuance of the certificate.

# INFORMATION REGARDING BIDDING MATERIAL, BID GUARANTEE AND BONDS

(a) Bidding materials consisting of drawings, specifications and contract forms may be obtained by qualified General (Prime) Contractors interested in submitting bids directly from the Federal Business Opportunities website at [www.fbo.gov](http://www.fbo.gov). There will be no CD’s or paper copies of the solicitation issued. It is the bidder’s responsibility to monitor the Federal Business Opportunities website up to bid opening date for any amendments, which may be issued, to the solicitation.

(b) 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. Please note that only Bid Bonds submitted on Standard Form 24 will be accepted.

(c) If the contract will exceed $150,000 (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 of 100 percent of the original contract price as required in FAR 52.228-15. Copies of SFs 25 and 25A may be obtained upon application to the issuing office.

(d) Telegraphic, electronic (emailed), and/or facsimile (fax) bids are not allowed on this solicitation.

(e) Any questions regarding this solicitation must be submitted in writing to the Contracting Officer. The cut off for submission of questions is **21 December 2016 at 1:00 pm** local time, after which an amendment will be issued (if required) to share that information to all prospective bidders. Submit all Requests for Information to Mr. Mack Taylor at mack.taylor2@va.gov. All requests for information must be submitted in Microsoft Word format. Telephone (verbal) and facsimile requests are not permitted. No questions will be accepted after the date specified above.

(f) If submitting a bid as a joint venture as defined by P.L. 109-461 and Department of Veterans Affairs IL 049-06-4, <http://www.vetbiz.gov/library/jtventure.pdf>, the bidder must provide a copy of the joint venture agreement with the bid that is consistent with the requirements outlined therein so that the Veterans Affairs can promptly make a determination of eligibility.

(g) A Service Disabled Veteran Owned Small Business (SDVOSB) firm must be verified **PRIOR** to submitting an offer in accordance with VAAR 819-7003(b), which requires:

(a) At the time of submission of offer, the offeror must represent to the contracting officer

 that it is a---

 (1) SDVOSB concern

 (2) Small business concern under the North American Industry Classification System

 (NAICS) code assigned to the acquisition and

 (3) Verified for eligibility in the CVE VIP database.

# CONTRACTING OFFICER’S SPECIAL INSTRUCTIONS AS FOLLOWS:

After compiling all required information, submit the information in accordance with the "Bid Due Date" in Block 13 of the SF 1442. Return the original and specified number of copies to the issuing office listed in Block 8 of the SF 1442

## INQUIRIES:

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

## CONTRACTOR'S SIGNATURE:

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

(a) Individuals. Signed by the individual.

(b) Individual doing business as a firm. Signed by that individual, and the signature shall be followed by the individual's typed, stamped, or printed name and the words, "an individual doing business as \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (insert name of firm)".

(c) Partnership. Signed in the partnership name. Prior to award, provide list of all partners and designate which partners have authority to bind the partnership.

(d) Corporations. Signed in the corporate name followed by the word "by" and the signature, and title of the person authorized to sign. Prior to award, provide list of individuals who have authority to bind the corporation.

(e) Joint Ventures. Signed by each participant in the joint venture in the manner prescribed in (a) through (d) above.

(f) Agents. When an agent is to sign the contract, other than as stated in paragraph (a) through (e) above, the agent's authorization to bind the principal must be established by evidence satisfactory to the contracting officer.

# CONTRACTOR INFORMATION

|  |  |
| --- | --- |
| **Name Of Company:** |  |
| **Address:** |  |
| **Legal Binding Authority(s)** | 1.2. |
|  |
| **Primary Point Of Contact** |  |
| **Title:** |  |
| **Telephone Number:** |  |
| **Fax Number:** |  |
| **Email Address:** |  |
|  |
| **Cage Code:** |  |
| **Duns Number:** |  |
| **Federal Tax I.D. Number:** |  |
| **Experian Number:** |  |
|  |
| **Past Performance Point Of Contact (within your company)** |  |
| **Title:** |  |
| **Address:** |  |
| **Telephone Number:** |  |
| **Fax Number:** |  |
| **Email Address:** |  |

# GOVERNMENT INFORMATION

|  |  |
| --- | --- |
| **Contract Specialist** | Mack Taylor |
| **Telephone Number:** | (224)610-3648 |
| **Email:** | Mack.taylor2@va.gov |
| **Contract Officer:** | Carmella L. Speer |
| **Telephone Number:** | (224)610-3673 |
| **Email:** | Carmella.Speer@Va.Gov |
| **Address:** | Department Of Veterans AffairsGLAC-Southern Tier3001 Green Bay RoadBuilding 1, Room 315North Chicago, Il 60064 |

# SAFETY REPORTING REQUIREMENT

## SAFETY OR ENVIRONMENTAL VIOLATIONS AND EXPERIENCE MODIFICATION RATING INFORMATION

**All Bidders/Offerors shall submit information pertaining to their past Safety and Environmental record.** The information must contain a certification that the bidder/offeror has no more than three (3) serious, or one (1) repeat or one (1) willful OSHA or any EPA violation(s) in the past three years. If such certification cannot be made, a Bidder/Offeror shall explain why and submit as much information as possible regarding the circumstances of its past safety and environmental record, including the number of EPA violations and/or the number of serious, repeat, and/or willful OSHA violations, along with a detailed description of those violations.

**All Bidders/Offerors shall submit information regarding their current Experience Modification Rate (EMR). This information shall be obtained from the Bidder’s/Offeror’s insurance carrier and be furnished on the insurance carrier’s letterhead.** If a Bidder/Offeror’s EMR is above 1.0, Bidder/Offeror must submit a written explanation of the EMR from its insurance carrier furnished on the insurance carrier’s letterhead, describing the reasons for the elevated EMR and the anticipated date the EMR may be reduced to 1.0 or below.

**Self-insured contractors or other contractors that cannot provide their EMR rating on insurance letterhead must obtain a rating from the National Council on Compensation Insurance, Inc. (NCCI)** by completing/submitting form ERM-6 and providing the rating on letterhead from NCCI.  Note: Self-insured contractors or other contractors that cannot provide EMR rating on insurance letterhead from the states or territories of CA, DE, MI, NJ, ND, OH, PA, WA, WY, and PR shall obtain their EMR rating from their state run worker’s compensation insurance rating bureau.

If the NCCI cannot issue an EMR because the Bidder/Offeror lacks insurance history, Bidder/Offeror shall submit a letter indicating so from its insurance carrier furnished on the insurance carrier’s letterhead, and include a letter from the NCCI indicating that is has assigned Bidder/Offeror a Unity Rating of 1.0.

The above information, along with other information obtained from Government systems, such as the OSHA and EPA online inspection history databases, will be used to make an initial *Determination of Responsibility*.

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

## PRE-AWARD CONTRACTOR SAFETY AND ENVIRONMENTAL RECORD EVALUATION FORM

|  |  |
| --- | --- |
| Company Name: |  |
| Address: |  |
| Telephone: |  |
| Fax: |  |
| Email: |  |
| Company Point of Contact: |  |

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

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Category** | **2012** | **2013** | **2014** | **2015** |
| Number of man hours (jobsite and office). |  |  |  |  |
| Number of cases involving days away from work, restricted activity, or both (Column H and I of OSHA 300). |  |  |  |  |
| Days away, restricted, or transferred rate (# of days away, restricted, or transferred cases x 200,000/# of man hours) (DART Rate). |  |  |  |  |
| Number of serious, willful, or repeat violations from OSHA within the last 3 years. Please attach explanation for any violations. |  |  |  |  |

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

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

3. Who administers your company’s Safety and Health Program? \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

4. Company’s Insurance Experience Modification Rate (EMR): \_\_\_\_\_

## A.1 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 inassessing 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)

# INSTRUCTIONS, CONDITIONS AND OTHER STATEMENTS TO BIDDERS/OFFERORS

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

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

(End of Provision)

## 2.2 52.222-5 CONSTRUCTION WAGE RATE REQUIREMENTS—SECONDARY SITE OF THE WORK (MAY 2014)

 (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, Construction Wage Rate Requirements, 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** |
| 8.0 % | 6.9 % |

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

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

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

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

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

 (3) Estimated dollar amount of the subcontract;

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

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

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

 **State of Illinois, Cook County, City of Chicago**

(End of Provision)

## 2.4 52.225-10 NOTICE OF BUY AMERICAN REQUIREMENT—CONSTRUCTION MATERIALS (MAY 2014)

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

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

 (c) Evaluation of offers.

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

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

 (d) Alternate offers.

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

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

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

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

 (ii) May be accepted if revised during negotiations.

(End of Provision)

## 2.5 52.228-1 BID GUARANTEE (SEP 1996)

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

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

 (1) To unsuccessful bidders as soon as practicable after the opening of bids; and

 (2) To the successful bidder upon execution of contractual documents and bonds (including any necessary coinsurance or reinsurance agreements), as required by the bid as accepted.

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

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

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

(End of Provision)

## 2.6 52.233-2 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:

 Jeffrey C. Gerbensky

 Contracting Officer

 **Hand-Carried Address:**

 Department of Veteran Affairs

 GLAC SAO Central NCO 12

 3001 Green Bay Road

 Bldg. 1, Rm. 315

 North Chicago, IL 60064-3048

 **Mailing Address:**

 Department of Veteran Affairs

 GLAC SAO Central NCO 12

 3001 Green Bay Road

 Bldg. 1, Rm. 315

 North Chicago, IL 60064-3048

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

(End of Provision)

## 2.7 52.236-27 SITE VISIT (CONSTRUCTION) (FEB 1995) ALTERNATE I (FEB 1995)

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

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

 Wednesday, 14 December 2016 @ 9:00am (CST)

 (c) Participants will meet at—

 Building 2, Main Lobby at the Edward Hines Jr. VA Hospital

(End of Provision)

## 2.8 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)

|  |  |  |
| --- | --- | --- |
| **FAR Number** | **Title** | **Date** |
| 52.204-16 | COMMERCIAL AND GOVERNMENT ENTITY CODE REPORTING | JUL 2016 |
| 52.214-3 | AMENDMENTS TO INVITATIONS FOR BIDS | DEC 1989 |
| 52.214-4 | FALSE STATEMENTS IN BIDS | APR 1984 |
| 52.214-5 | SUBMISSION OF BIDS | MAR 1997 |
| 52.214-6 | EXPLANATION TO PROSPECTIVE BIDDERS | APR 1984 |
| 52.214-7 | LATE SUBMISSIONS, MODIFICATIONS, AND WITHDRAWALS OF BIDS | NOV 1999 |
| 52.214-18 | PREPARATION OF BIDS—CONSTRUCTION | APR 1984 |
| 52.214-19 | CONTRACT AWARD—SEALED BIDDING—CONSTRUCTION | AUG 1996 |
| 852.214-70 | CAUTION TO BIDDERS-BID ENVELOPES | JAN 2008 |

## 2.9 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)

## 2.10 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)

## 2.11 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

## 2.12 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)

# REPRESENTATIONS AND CERTIFICATIONS

## 3.1 52.203-98 PROHIBITION ON CONTRACTING WITH ENTITIES THAT REQUIRE CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS—REPRESENTATION (DEVIATION) (FEB 2015)

 (a) In accordance with section 743 of Division E, Title VII, of the Consolidated and Further Continuing Resolution Appropriations Act, 2015 (Pub. L. 113-235), Government agencies are not permitted to use funds appropriated (or otherwise made available) under that or any other Act for contracts with an entity that requires employees or subcontractors of such entity seeking to report fraud, waste, or abuse to sign internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or contactors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

 (b) The prohibition in paragraph (a) of this provision does not contravene requirements applicable to Standard Form 312, Form 4414, or any other form issued by a Federal department or agency governing the nondisclosure of classified information.

 (c) *Representation*. By submission of its offer, the Offeror represents that it does not require employees or subcontractors of such entity seeking to report fraud, waste, or abuse to sign internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

(End of Provision)

## 3.2 52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (APR 2016)

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

 (2) The small business size standard is $36.5 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 provision at 52.204-7, System for Award Management, is included in this solicitation, paragraph (d) of this provision applies.

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

 [ ] (i) Paragraph (d) applies.

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

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

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

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

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

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

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

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

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

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

 (B) Exceed the simplified acquisition threshold; and

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

 (v) 52.209-2, Prohibition on Contracting with Inverted Domestic Corporations—Representation.

 (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) 52.209-11, Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law. This provision applies to all solicitations.

 (viii) 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.

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

 (x) 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.

 (xi) 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.

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

 (xiii) 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.

 (xiv) 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.

 (xv) 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.

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

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

 (xviii) 52.225-4, Buy American—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 $77,533, the provision with its Alternate II applies.

 (D) If the acquisition value is $77,533 or more but is less than $100,000, the provision with its Alternate III applies.

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

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

 (xxi) 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.

 (xxii) 52.226-2, Historically Black College or University and Minority Institution Representation. This provision applies to solicitations for research, studies, supplies, or services of the type normally acquired from higher educational institutions.

 (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 representations or certifications are applicable as indicated by the Contracting Officer:

 [X](i) 52.204-17, Ownership or Control of Offeror.

 [X](ii) 52.204-20, Predecessor of Offeror.

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

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

 [](v) 52.222-52, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services—Certification.

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

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

 [](A) Basic.

 [](B) Alternate I.

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

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

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

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

(End of Provision)

## 3.3 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)

## 3.4 52.209-7 INFORMATION REGARDING RESPONSIBILITY MATTERS (JUL 2013)

 (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 System for Award Management database via [https://www.acquisition.gov](https://www.acquisition.gov/) (see 52.204-7).

(End of Provision)

# GENERAL CONDITIONS

## 4.1 52.203-99 PROHIBITION ON CONTRACTING WITH ENTITIES THAT REQUIRE CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS (DEVIATION) (FEB 2015)

 (a) The Contractor shall not require employees or contractors seeking to report fraud, waste, or abuse to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

 (b) The contractor shall notify employees that the prohibitions and restrictions of any internal confidentiality agreements covered by this clause are no longer in effect.

 (c) The prohibition in paragraph (a) of this clause does not contravene requirements applicable to Standard Form 312, Form 4414, or any other form issued by a Federal department or agency governing the nondisclosure of classified information.

 (d)(1) In accordance with section 743 of Division E, Title VII, of the Consolidated and Further Continuing Resolution Appropriations Act, 2015 (Pub. L. 113-235), use of funds appropriated (or otherwise made available) under that or any other Act may be prohibited, if the Government determines that the Contractor is not in compliance with the provisions of this clause.

 (2) The Government may seek any available remedies in the event the contractor fails to comply with the provisions of this clause.

(End of Clause)

## 4.2 52.204-19 INCORPORATION BY REFERENCE OF REPRESENTATIONS AND CERTIFICATIONS (DEC 2014)

 The Contractor's representations and certifications, including those completed electronically via the System for Award Management (SAM), are incorporated by reference into the contract.

(End of Clause)

## 4.3 52.209-9 UPDATES OF PUBLICLY AVAILABLE INFORMATION REGARDING RESPONSIBILITY MATTERS (JUL 2013)

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

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

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

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

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

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

 (i) Past performance reviews required by subpart 42.15;

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

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

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

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

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

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

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

(End of Clause)

## 4.4 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 180 calendar days after receipt of Notice to Proceed. The time stated for completion shall include final cleanup of the premises.

(End of Clause)

## 4.5 52.222-35 EQUAL OPPORTUNITY FOR VETERANS (OCT 2015)

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

 “Active duty wartime or campaign badge veteran,” “Armed Forces service medal veteran,” “disabled veteran,” “protected veteran,” “qualified disabled veteran,” and “recently separated veteran” have the meanings given at FAR 22.1301.

 (b) *Equal opportunity clause*. The Contractor shall abide by the requirements of the equal opportunity clause at 41 CFR 60-300.5(a), as of March 24, 2014. This clause prohibits discrimination against qualified protected veterans, and requires affirmative action by the Contractor to employ and advance in employment qualified protected veterans.

 (c) *Subcontracts*. The Contractor shall insert the terms of this clause in subcontracts of $150,000 or more unless exempted by rules, regulations, or orders of the Secretary of Labor. The Contractor shall act as specified by the Director, Office of Federal Contract Compliance Programs, to enforce the terms, including action for noncompliance. Such necessary changes in language may be made as shall be appropriate to identify properly the parties and their undertakings.

(End of Clause)

## 4.6 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)

## 4.7 52.225-9 BUY AMERICAN—CONSTRUCTION MATERIALS (MAY 2014)

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

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

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

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

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

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

 (2) Does not include bulk cargo, as defined in 46 U.S.C. 40102(4), such as agricultural products and petroleum products.

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

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

 "Cost of components" means—

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

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

 "Domestic construction material" means—

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

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

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

 (ii) The construction material is a COTS item.

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

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

 (b) Domestic preference.

 (1) This clause implements 41 U.S.C. chapter 83, Buy American, by providing a preference for domestic construction material. In accordance with 41 U.S.C. 1907, the component test of the Buy American statute is waived for construction material that is a COTS item. (See FAR 12.505(a)(2)). The Contractor shall use only domestic construction material in performing this contract, except as provided in paragraphs (b)(2) and (b)(3) of this clause.

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

 Lead Glass

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

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

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

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

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

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

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

 (B) Unit of measure;

 (C) Quantity;

 (D) Price;

 (E) Time of delivery or availability;

 (F) Location of the construction project;

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

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

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

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

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

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

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

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

FOREIGN AND DOMESTIC CONSTRUCTION MATERIALS PRICE COMPARISON

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

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

[Include other applicable supporting information.]

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

(End of Clause)

|  |  |  |
| --- | --- | --- |
| **FAR Number** | **Title** | **Date** |
| 52.228-5 | INSURANCE—WORK ON A GOVERNMENT INSTALLATION | JAN 1997 |

## FAR PART 28.307-2 ADDITIONAL INSURANCE

(a) Workers’ compensation and employer’s 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 shall be required, except in States with exclusive or monopolistic funds that do not permit workers’ compensation to be written by private carriers. (See [28.305](https://www.acquisition.gov/far/current/html/Subpart%2028_3.html#wp1078775)(c) for treatment of contracts subject to the Defense Base Act.)

 (b) General liability.

The contracting officer shall require bodily injury liability insurance coverage written on the comprehensive form of policy of at least $500,000 per occurrence.

Property damage liability insurance shall be required only in special circumstances as determined by the agency.

 (c) Automobile liability. The contracting officer shall require automobile liability insurance written on the comprehensive form of policy. The policy shall provide for bodily injury and property damage liability covering the operation of all automobiles used in connection with performing the contract. Policies covering automobiles operated in the United States shall provide coverage of at least $200,000 per person and $500,000 per occurrence for bodily injury and $20,000 per occurrence for property damage. The amount of liability coverage on other policies shall be commensurate with any legal requirements of the locality and sufficient to meet normal and customary claims.

 (d) Furthermore, there shall be no exclusionary clauses added to this contract for any asbestos related work that would void the required General Liability insurance.

## 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)

|  |  |  |
| --- | --- | --- |
| **FAR Number** | **Title** | **Date** |
| 52.236-21 | SPECIFICATIONS AND DRAWINGS FOR CONSTRUCTION ALTERNATE I (APR 1984) | FEB 1997 |

## 4.9 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)

|  |  |  |
| --- | --- | --- |
| **FAR Number** | **Title** | **Date** |
| 52.202-1 | DEFINITIONS | NOV 2013 |
| 52.203-3 | GRATUITIES | APR 1984 |
| 52.203-5 | COVENANT AGAINST CONTINGENT FEES | MAY 2014 |
| 52.203-6 | RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT | SEP 2006 |
| 52.203-7 | ANTI-KICKBACK PROCEDURES | MAY 2014 |
| 52.203-8 | CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY | MAY 2014 |
| 52.203-10 | PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY | MAY 2014 |
| 52.203-12 | LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS | OCT 2010 |
| 52.203-17 | CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS | APR 2014 |
| 52.204-4 | PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER | MAY 2011 |
| 52.204-7 | SYSTEM FOR AWARD MANAGEMENT | JUL 2013 |
| 52.204-9 | PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL | JAN 2011 |
| 52.204-10 | REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS | OCT 2015 |
| 52.204-13 | SYSTEM FOR AWARD MANAGEMENT MAINTENANCE | JUL 2013 |
| 52.204-14 | SERVICE CONTRACT REPORTING REQUIREMENTS | JAN 2014 |
| 52.204-18 | COMMERCIAL AND GOVERNMENT ENTITY CODE MAINTENANCE | JUL 2016 |
| 52.209-6 | PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT | OCT 2015 |
| 52.209-10 | PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS | NOV 2015 |
| 52.214-26 | AUDIT AND RECORDS—SEALED BIDDING | OCT 2010 |
| 52.214-27 | PRICE REDUCTION FOR DEFECTIVE CERTIFIED COST OR PRICING DATA—MODIFICATIONS—SEALED BIDDING | AUG 2011 |
| 52.214-28 | SUBCONTRACTOR CERTIFIED COST OR PRICING DATA—MODIFICATIONS—SEALED BIDDING | OCT 2010 |
| 52.214-34 | SUBMISSION OF OFFERS IN THE ENGLISH LANGUAGE | APR 1991 |
| 52.214-35 | SUBMISSION OF OFFERS IN U.S. CURRENCY | APR 1991 |
| 52.219-8 | UTILIZATION OF SMALL BUSINESS CONCERNS | OCT 2014 |
| 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—OVERTIME COMPENSATION | MAY 2014 |
| 52.222-6 | CONSTRUCTION WAGE RATE REQUIREMENTS | MAY 2014 |
| 52.222-7 | WITHHOLDING OF FUNDS | MAY 2014 |
| 52.222-8 | PAYROLLS AND BASIC RECORDS | MAY 2014 |
| 52.222-9 | APPRENTICES AND TRAINEES | JUL 2005 |
| 52.222-10 | COMPLIANCE WITH COPELAND ACT REQUIREMENTS | FEB 1988 |
| 52.222-11 | SUBCONTRACTS (LABOR STANDARDS) | MAY 2014 |
| 52.222-12 | CONTRACT TERMINATION—DEBARMENT | MAY 2014 |
| 52.222-13 | COMPLIANCE WITH CONSTRUCTION WAGE RATE REQUIREMENTS AND RELATED REGULATIONS | MAY 2014 |
| 52.222-14 | DISPUTES CONCERNING LABOR STANDARDS | FEB 1988 |
| 52.222-15 | CERTIFICATION OF ELIGIBILITY | MAY 2014 |
| 52.222-21 | PROHIBITION OF SEGREGATED FACILITIES | APR 2015 |
| 52.222-26 | EQUAL OPPORTUNITY | APR 2015 |
| 52.222-27 | AFFIRMATIVE ACTION COMPLIANCE REQUIREMENTS FOR CONSTRUCTION | APR 2015 |
| 52.222-36 | EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES | JUL 2014 |
| 52.222-37 | EMPLOYMENT REPORTS ON VETERANS | FEB 2016 |
| 52.222-50 | COMBATING TRAFFICKING IN PERSONS | MAR 2015 |
| 52.222-54 | EMPLOYMENT ELIGIBILITY VERIFICATION | OCT 2015 |
| 52.222-55 | MINIMUM WAGES UNDER EXECUTIVE ORDER 13658 | DEC 2015 |
| 52.223-5 | POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION ALTERNATE I (MAY 2011) | MAY 2011 |
| 52.223-6 | DRUG-FREE WORKPLACE | MAY 2001 |
| 52.223-15 | ENERGY EFFICIENCY IN ENERGY-CONSUMING PRODUCTS | DEC 2007 |
| 52.223-18 | ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING | AUG 2011 |
| 52.225-13 | RESTRICTIONS ON CERTAIN FOREIGN PURCHASES | JUN 2008 |
| 52.227-1 | AUTHORIZATION AND CONSENT | DEC 2007 |
| 52.227-2 | NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT | DEC 2007 |
| 52.227-4 | PATENT INDEMNITY—CONSTRUCTION CONTRACTS | DEC 2007 |
| 52.228-2 | ADDITIONAL BOND SECURITY | OCT 1997 |
| 52.228-11 | PLEDGES OF ASSETS | JAN 2012 |
| 52.228-12 | PROSPECTIVE SUBCONTRACTOR REQUESTS FOR BONDS | MAY 2014 |
| 52.228-14 | IRREVOCABLE LETTER OF CREDIT | NOV 2014 |
| 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 | MAY 2014 |
| 52.232-17 | INTEREST | MAY 2014 |
| 52.232-23 | ASSIGNMENT OF CLAIMS ALTERNATE I (APR 1984) | MAY 2014 |
| 52.232-27 | PROMPT PAYMENT FOR CONSTRUCTION CONTRACTS | MAY 2014 |
| 52.232-34 | PAYMENT BY ELECTRONIC FUNDS TRANSFER—OTHER THAN SYSTEM FOR AWARD MANAGEMENT | JUL 2013 |
| 52.232-39 | UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS | JUN 2013 |
| 52.232-40 | PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS | DEC 2013 |
| 52.233-1 | DISPUTES ALTERNATE I (DEC 1991) | MAY 2014 |
| 52.233-3 | PROTEST AFTER AWARD | AUG 1996 |
| 52.233-4 | APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM | OCT 2004 |
| 52.236-2 | DIFFERING SITE CONDITIONS | APR 1984 |
| 52.236-3 | SITE INVESTIGATION AND CONDITIONS AFFECTING THE WORK | APR 1984 |
| 52.236-5 | MATERIAL AND WORKMANSHIP | APR 1984 |
| 52.236-6 | SUPERINTENDENCE BY THE CONTRACTOR | APR 1984 |
| 52.236-7 | PERMITS AND RESPONSIBILITIES | NOV 1991 |
| 52.236-8 | OTHER CONTRACTS | APR 1984 |
| 52.236-9 | PROTECTION OF EXISTING VEGETATION, STRUCTURES, EQUIPMENT, UTILITIES, AND IMPROVEMENTS | APR 1984 |
| 52.236-10 | OPERATIONS AND STORAGE AREAS | APR 1984 |
| 52.236-11 | USE AND POSSESSION PRIOR TO COMPLETION | APR 1984 |
| 52.236-12 | CLEANING UP | APR 1984 |
| 52.236-13 | ACCIDENT PREVENTION ALTERNATE I (APR 1984) | NOV 1991 |
| 52.236-14 | AVAILABILITY AND USE OF UTILITY SERVICES | APR 1984 |
| 52.236-17 | LAYOUT OF WORK | APR 1984 |
| 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 |
| 52.244-2 | SUBCONTRACTS | OCT 2010 |
| 52.244-6 | SUBCONTRACTS FOR COMMERCIAL ITEMS | JUN 2016 |
| 52.246-12 | INSPECTION OF CONSTRUCTION | AUG 1996 |
| 52.246-21 | WARRANTY OF CONSTRUCTION | MAR 1994 |
| 52.248-3 | VALUE ENGINEERING—CONSTRUCTION | OCT 2015 |
| 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 |

## 4.10 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)

## 4.11 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)

## 4.12 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)

## 4.13 VAAR 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)

## 4.14 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)

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

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

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

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

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

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

(End of Clause)

## 4.16 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)

## 4.17 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)

## 4.18 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)

## 4.19 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)

## 4.20 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)

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

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

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

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

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

(End of Clause)

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

 (a) Retainage:

 (1) The contracting officer may retain funds:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

VALUE OF ADJUSTING, CORRECTING, AND TESTING SYSTEM

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

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

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

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

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

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

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

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

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

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

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

(End of Clause)

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

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

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

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

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

(End of Clause)

## 4.24 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)

## 4.25 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)

## 4.26 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)

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

 The clauses entitled “Changes” in FAR 52.243-4 and “Differing Site Conditions” in FAR 52.236-2 are supplemented as follows:

 (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)

## 4.28 VAAR 852.236-89 BUY AMERICAN ACT (JAN 2008)

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

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

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

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

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

(End of Clause)

## 4.29 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)

## 4.30 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)

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

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

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

(End of Provision)

# ATTACHMENTS

C27 Drawing Set.

Specifications Volume 1.

Specifications Volume 2.

General Decision Number IL160009.