

SOLICITATION, OFFER, AND AWARD (Construction, Alteration, or Repair)	1. SOLICITATION NUMBER 36C24423R0065	2. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)	3. DATE ISSUED	PAGE OF PAGES 1 57
	IMPORTANT - The "offer" section on the reverse must be fully completed by offeror.			

4. CONTRACT NUMBER	5. REQUISITION/PURCHASE REQUEST NUMBER 642-23-2-526-0031	6. PROJECT NUMBER 642-CSI-126
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7. ISSUED BY Department of Veterans Affairs Network Contracting Office 4 VA Medical Center 3900 Woodland Avenue Philadelphia PA 19104	CODE 00244	8. ADDRESS OFFER TO See Block 7
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9. FOR INFORMATION CALL:	a. NAME Kaitlyn House	b. TELEPHONE NUMBER (Include area code) (NO COLLECT CALLS) 302-588-9819
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SOLICITATION

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

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

Site Prep and Install Radiology for ED 1st Floor - Project# 642-CSI-126

1. This procurement is a 100% Total Service-Disabled Veteran Owned-Small Business (SDVOSB) Set-Aside under MATOC
2. NAICS Code is 236220 with a small business size standard of \$36.5 Million
3. All information contained in the parent MATOC including FAR and VAAR clauses either in full text or referenced are to be considered part of this solicitation and have the same effect as if included in this solicitation and subsequent Task Order.
4. The Contractor shall be responsible for the correct title classification of workers and compliance with all applicable wage and hour laws.
5. The project magnitude is between \$1,000,000 and \$2,000,000.
6. A scheduled Site Visit will take place 2 March 2023 at 11:00 AM. See location details within. NO LATE ARRIVALS.
7. RFIs are Due NLT 9 March 2023 at 10 AM to kaitlyn.deWit@va.gov. No RFIs will be accepted beyond the RFI due date.
8. Responses will be issued by amendment.
9. All proposals are due to the Contracting Officer by (Item 13 below).
10. Faxed proposals will not be accepted. All shall be E-Mail.
11. E-mail proposals no later than submission date and time to Kaitlyn.deWit@va.gov
12. Award will be made to the lowest proposed responsive, responsible offeror whose offer, is in conformance with this solicitation.
13. This solicitation may be cancelled and all offers rejected before award but after solicitation closing date when it is clearly in the best interest of the Philadelphia VA Medical Center to do so.
14. Specifications and Drawings attached.

11. The Contractor shall begin performance within 10 calendar days and complete it within 315 calendar days after receiving award, notice to proceed. This performance period is mandatory negotiable. (See 52.211-10).

12a. THE CONTRACTOR MUST FURNISH ANY REQUIRED PERFORMANCE AND PAYMENT BONDS? (If "YES," indicate within how many calendar days after award in Item 12B.) <input type="checkbox"/> YES <input type="checkbox"/> NO	12b. CALENDAR DAYS 10
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13. ADDITIONAL SOLICITATION REQUIREMENTS:
- a. Sealed offers in original and 1 copies to perform the work required are due at the place specified in Item 8 by 1600 EDT (hour) local time 03-30-2023 (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 120 calendar days for Government acceptance after the date offers are due will not be considered and will be rejected.

OFFER (Must be fully completed by offeror)

14. NAME AND ADDRESS OF OFFEROR (Include ZIP Code)		15. TELEPHONE NUMBER (Include area code)	
CODE		16. REMITTANCE ADDRESS (Include only if different than Item 14.)	
FACILITY CODE			

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

AMOUNTS

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

19. ACKNOWLEDGMENT OF AMENDMENTS

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

AMENDMENT NUMBER										
DATE.										

20a. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)	20b. SIGNATURE	20c. OFFER DATE
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AWARD (To be completed by Government)

21. ITEMS ACCEPTED:

22. AMOUNT	23. ACCOUNTING AND APPROPRIATION DATA
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24. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)	ITEM	25. OTHER THAN FULL AND OPEN COMPETITION PURSUANT TO <input type="checkbox"/> 10 U.S.C. 2304(c)() <input type="checkbox"/> 41 U.S.C. 3304(a) ()
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26. ADMINISTERED BY Department of Veterans Affairs Network Contracting Office 4	00244	27. PAYMENT WILL BE MADE BY Austin Payment Center Department of Veterans Affairs PO Box 149971 Austin TX 78714-9971 PHONE: (877) 353-9791 FAX: (512) 460-5429
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CONTRACTING OFFICER WILL COMPLETE ITEM 28 OR 29 AS APPLICABLE

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

STATEMENT OF WORK
Project No# 642-CSI-126
Site Prep and Install Radiology for ED 1st Floor

1. The scope of work shall generally consist of, but not limited to the following: providing all labor, materials, tools, equipment, permits, testing, and reports required to convert an existing locker room to a radiology room and to convert an existing office space to a staff lounge with locker room on the existing VA campus of the Corporal Michael J. Crescenz VA Medical Center, Philadelphia, PA as defined by the drawings and specifications. The intent of this project is the site prep and installation of new medical equipment and relocation of existing locker room. The existing locker room is 1A160 in the Emergency Department (ED) and is approximately 228 square feet. The existing office space is B113 next to the ED and is approximately 400 square feet. The project will include infection control, site surveying, demolition, electrical/information technology cabling, patient lift installation, XRAY installation, ceilings, system controls, lead shielding installation, and associated structural components as shown on drawings and specifications.

2. This project shall be bid as the price to complete all work, as identified in the drawings and specifications. All work shall be completed within 315 calendar days from receipt of Notice to Proceed.

3. Project Specifications

00 01 15	List of Drawing Sheets
01 00 00	General Requirements
01 32 16.15	Project Schedules
01 33 23	Shop Drawings, Product Data, and Samples
01 35 26	Safety Requirements
01 42 19	Reference Standards
01 57 19	Temporary Environmental Controls
01 58 16	Temporary Interior Signage
01 74 19	Construction Waste Management
02 41 00	Demolition
05 50 00	Metal Fabrications
06 10 00	Rough Carpentry
07 84 00	Firestopping
07 92 00	Joint Sealants
08 11 13	Hollow Metal Doors and Frames
08 14 00	Interior Wood Doors
08 71 00	Door Hardware
09 05 16	Subsurface Preparation for Floor Finishes
09 06 00	Schedule for Finishes
09 22 16	Non-Structural Metal Framing
09 29 00	Gypsum Board
09 51 00	Acoustical Ceilings
09 65 13	Resilient Base and Accessories
09 65 16	Resilient Sheet Flooring
09 91 00	Painting
10 26 00	Wall and Door Protection
11 73 00	Ceiling Mounted Patient Lift System
12 32 00	Manufactured Wood Casework
12 36 00	Countertops
13 49 00	Radiation Protection
13 49 00.1	Shielding Report
21 13 13	Wet-Pipe Sprinkler Systems

22 05 11	Common Work Results for Plumbing
22 07 11	Plumbing Insulation
22 11 00	Facility Water Distribution
22 13 00	Facility Sanitary and Vent Piping
22 40 00	Plumbing Fixtures
22 62 00	Vacuum Systems for Laboratory and Healthcare Facilities
22 63 00	Gas Systems for Laboratory and Healthcare Facilities
23 05 11	Common Work Results for HVAC
23 05 12	General Motor Requirements for HVAC Equipment
23 05 41	Noise and Vibration Control for HVAC Piping and Equipment
23 05 93	Testing, Adjusting, and Balancing for HVAC
23 07 11	HVAC Insulation
23 08 00	Commissioning of HVAC Systems
23 21 13	Hydronic Piping
23 31 00	HVAC Ducts and Casings
23 34 00	HVAC Fans
23 36 00	Air Terminal Units
23 37 00	Air Outlets and Inlets
23 82 16	Air Coils
26 05 11	Requirements for Electrical Installations
26 05 19	Low-Voltage Electrical Power Conductors and Cables
26 05 26	Grounding and Bonding for Electrical Systems
26 05 33	Raceway and Boxes for Electrical Systems
26 08 00	Commissioning of Electrical Systems
26 09 23	Lighting Controls
26 24 16	Panelboards
26 27 26	Wiring Devices
26 51 00	Interior Lighting
27 05 11	Requirements for Communications Installations
27 05 26	Grounding and Bonding for Communications Systems
27 05 33	Raceways and Boxes for Communications Systems
27 08 00	Commissioning of Communications Systems
27 15 00	Communications Structured Cabling
27 52 23	Nurse Call/Code Blue Systems
28 05 00	Common Work Results for Electronic Safety and Security
28 05 13	Conductors and Cables for Electronic Safety and Security
28 05 26	Grounding and Bonding for Electronic Safety and Security
28 05 28.33	Conduits and Backboxes for Electronic Safety and Security
28 08 00	Commissioning of Electronic Safety and Security Systems
28 31 00	Fire Detection and Alarm

Modification Number	Publication Date
0	01/06/2023
1	01/13/2023

ASBE0014-001 05/01/2022

	Rates	Fringes
Asbestos Workers/Insulator Includes the application of all insulating materials, protective coverings, coatings, and finishes to all types of mechanical systems.....	\$ 56.65	40.65

* BOIL0013-001 01/01/2023

	Rates	Fringes
BOILERMAKER.....	\$ 51.27	34.96

BRPA0001-006 05/01/2021

	Rates	Fringes
BRICKLAYER.....	\$ 45.45	30.16

BRPA0001-008 05/01/2022

	Rates	Fringes
TILE SETTER.....	\$ 48.81	29.32

BRPA0001-011 05/01/2022

	Rates	Fringes
MASON - STONE.....	\$ 45.90	31.20

BRPA0001-015 05/01/2022

	Rates	Fringes
Pointer, caulker and cleaner.....	\$ 47.75	29.70

CARP0158-001 05/01/2022

	Rates	Fringes
Carpenter/Lather.....	\$ 50.75	28.96

CARP0219-005 05/01/2022

	Rates	Fringes
MILLWRIGHT.....	\$ 49.83	33.96

CARP0251-001 05/01/2022

	Rates	Fringes
FLOOR LAYER: Carpet.....	\$ 52.49	29.46

CARP0474-004 11/01/2022

	Rates	Fringes
PILEDRIVERMAN.....	\$ 45.73	39.44

ELEC0098-003 05/02/2022

	Rates	Fringes
ELECTRICIAN.....	\$ 65.76	61%+1.98

ELEC0098-014 05/02/2022

	Rates	Fringes
ELECTRICIAN (Sound and Communication Technician) (Installation of Voice Data, IT Network, Wifi).....	\$ 63.97	30.40

* ELEV0005-001 01/01/2023

	Rates	Fringes
ELEVATOR MECHANIC.....	\$ 66.21	37.335+a+b

FOOTNOTES FOR ELEVATOR MECHANICS:

A. PAID VACATION: Employer contributes 8% of basic hourly rate for 5 years or more of service or 6% for 6 months to 5 years of service.

B. Eight Paid Holidays (provided employee has worked 5 consecutive days before and the working day after the holiday): New Years's Day; Memorial Day; Independence Day; Labor Day; Veteran's Day; Thanksgiving Day and the Friday after Thanksgiving Day, and Christmas Day.

* ENGI0542-002 05/01/2022

	Rates	Fringes
Power equipment operators:		
GROUP 1.....	\$ 51.04	31.97
GROUP 1a.....	\$ 54.05	32.85
GROUP 2.....	\$ 50.79	31.90
GROUP 2a.....	\$ 53.81	32.77
GROUP 3.....	\$ 46.71	30.69
GROUP 4.....	\$ 46.41	30.60
GROUP 5.....	\$ 44.69	30.09
GROUP 6.....	\$ 43.70	29.80

FOOTNOTE: A. PAID HOLIDAYS: New Year's Day; Memorial Day; Independence Day; Labor Day; Thanksgiving Day and Christmas Day

TOXIC/HARARDOUS WASTE REMOVAL

Add 20 per cent to basic hourly rate for all classifications

BOOM LENGTH PAY:

On all machines with booms, jibs, masts and leads, including tower cranes, 100 ft. from ground up, fifty cents (\$.50) per hour additional will be paid for each increment of 25 ft. over 100 ft. On cranes with booms (including jibs, masts and leads) 200 ft. and over, two (2) operators will be required. When two (2) operators are employed, no Oiler will be required. Booms to be measured from the ground up. Tower cranes calculated from ground up and out for purpose of boom pay.

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: Handling steel and stone in connection with erection, cranes doing hook work, any machine handling machinery, helicopters, concrete pumps building machines similar to the above, including remote, robotic or laser control equipment.

GROUP 1a: Machines handling steel, or the functional equivalent, and stone in connection with erection 15 ton and over factory rating; Cranes doing hook work 15 ton and over factory rating; Any machines handling machinery; HIGH Rail/Burro Crane 15 ton and over factory rating; Rail Loader (Winch Boom Type) 15 ton and over factory rating; Concrete Pumps (Building) 120 feet of Boom length or less (200 yard pour or less); Machines similar to above, including remote, robotic or laser control equipment; Equipment in this Wage Group that does not require an oiler.

GROUP 2: All types of cranes, All types of backhoes, Cableways, Draglines, Keystones, all types of shovels, Derricks, Pavers 21E and over, Trenching machines, Trench shovel, Gradalls, Front-End loaders, Boat Captain, Pippin type backhoes, Tandems scrapers, Towers type crane operation erecting, Dismantling, Jumping or Jacking, Drills (self-contained), (drillmaster type) forklift (20 ft. and over), Moter patrols (fine grade), Batch plant with mixer, Carryalls, Scraper, Trounapulls, Roller (Hith Grade Finishing), Spreaders (asphalt), Bulldozers and Tractors, Mechanic welder, Conveyor loaders (euclid-type wheel), Concrete pump, Milling Machines, Hoist with two towers, Building hoist double drum (unless used as a single drum), Mucking machines in tunnel, All auto grade and concrete finishing machines, Bundle pullers/extractors (tublar), bobcat. side broom, directional boring machines, vermeer saw type machines (other than hand held tractor mounted hydro axe, chipper with boom, all) machine similar to the above including remote, robotic or laser control equipment.

GROUP 2a: Crawler backhoes and Crawler gradalls over one cubic yard factory rating; Hydraulic backhoes over one cubic yard factory rating; All types of cranes 15 ton and over factory rating; Cherry picker type machinery and equipment 15 ton and over factory rating; Concrete Pumps (Heavy/Highway); Machines similar to above, including remote, robotic or laser control equipment; Equipment in this Wage Group that does not require an oiler.

GROUP 3: Asphalt plant engineers, Well drillers, Ditch witch (small trencher), Motor patrols, Fine grade machines, Ten-ton roller (grade fill stone base), Concrete breaking machines, Guilloline only, Stump grinder, Conveyors (except building conveyors), Fork lift trucks of all types, High pressure boliers Elevator Operator (New Construction) Machine similar to the above,including remote, robotic or laser control equipment

GROUP 4: Seaman, Pulverzer form line grader, Farm tractors, road finishing, Concrete spreader, Power broom (self-contained), Seed spreader, Grease truck, toxic/hazardous wate removal rate 20 per cent added to all classifications and machiines similar to the above including remote, robotic or laser control equipment.

GROUP 5: Compressors pumps, Well point pumps, Welding machines Tireman, Power equipment, Maintenance engineer (power boats),Elevator Operators (Renovations) and machine similar to the above including remote, robotic or laser control equipment.

GROUP 6: Fireman, Oilers and deck hands (personnel boats), grease truck. Machines similar to the above including remote, robotic or laser control equipment.

 * IRON0401-002 01/01/2023

	Rates	Fringes
IRONWORKER, STRUCTURAL AND ORNAMENTAL.....	\$ 50.70	39.10

 IRON0405-002 07/01/2022

	Rates	Fringes
IRONWORKER, REINFORCING.....	\$ 47.41	33.00

The following holidays shall be observed and when work is performed thereon it shall be paid for at twice the base rate: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day. Employees shall be off Christmas Eve Day and receive four hours pay. Employees who have to work on Christmas Eve Day shall work four hours and be paid for eight hours pay for the holiday. Any time worked beyond fours hours shall be paid at the double time rate plus the four hours holiday pay. To receive holiday pay, the employee must work the day before Christmas Eve and the first working day after Christmas Day.

IRON0405-004 07/01/2022

	Rates	Fringes
IRONWORKER (Rigger and Machinery Mover).....	\$ 43.72	32.75

The following holidays shall be observed and when work is performed thereon it shall be paid for at twice the base rate: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day. Employees shall be off Christmas Eve Day and receive four hours pay. Employees who have to work on Christmas Eve Day shall work four hours and be paid for eight hours pay for the holiday. Any time worked beyond fours hours shall be paid at the double time rate plus the four hours holiday pay. To receive holiday pay, the employee must work the day before Christmas Eve and the first working day after Christmas Day.

LABO0332-001 05/01/2022

	Rates	Fringes
LABORER		
GROUP 1.....	\$ 35.20	26.19
GROUP 2.....	\$ 35.30	26.19
GROUP 3.....	\$ 35.35	26.19
GROUP 4.....	\$ 35.50	26.19
GROUP 5.....	\$ 35.60	26.19
GROUP 6.....	\$ 35.34	26.19
GROUP 7.....	\$ 36.45	26.19
GROUP 8.....	\$ 36.60	26.19
GROUP 9.....	\$ 36.75	26.19
GROUP 10.....	\$ 37.00	26.19
GROUP 11.....	\$ 35.57	26.19

LABORERS CLASSIFICATIONS

GROUP 1: Building site work; Stripping and dismantling concrete form work; loading, unloading, carrying and handling of all reinforced steel and steel mesh; handling lumber and other building materials; operating jackhammers, paving breakers and all other pneumatic tools; building scaffolds; raking, shoveling and tamping of asphalt; spading and concrete pit work; grading; form pinning; shoring; demolition except burners; laying conduits and ducts; sheathing; lagging; laying non-metallic pipe and caulking; all other types of laborers; pouring concrete; operating vibrator; free air tunnels: miners.

GROUP 2: Power buggies; burners on demolition

GROUP 3: Wagon drill operator (single)

GROUP 4: Powdermen; wagon drill operator (multiple); circular caisson excavation; underpinning excavation

GROUP 5: Caisson bottom man

GROUP 6: Yard workers

GROUP 7: Trackmen; brakemen; groutmen; bottom shaft men;
all other men in free air tunnels

GROUP 8: Form setters

GROUP 9: Miners bore driver; blasters; drillers; pneumatic
shield operators

GROUP 10: Welders and burners

GROUP 11: Mason Tender

LABO0332-002 05/01/2022

	Rates	Fringes
LABORER (Asbestos Abatement, Toxic and Hazardous Waste Removal, Lead Based Paint Removal).....	\$ 36.70	26.44

LABO0413-004 05/01/2021

	Rates	Fringes
Landscape Laborer Farm Tractor Driver, Hydroseeder Nozzleman and Mulcher Nozzleman.....	\$ 27.15	23.30+A

FOOTNOTE:

A. PAID HOLIDAYS: Independence Day, Labor Day, and
Thanksgiving Day.

MARB0001-003 05/01/2021

	Rates	Fringes
MARBLE FINISHER.....	\$ 25.10	20.75
TERRAZZO FINISHER.....	\$ 27.03	20.58
TILE FINISHER.....	\$ 25.10	20.75

MARB0003-002 05/01/2021

	Rates	Fringes
MARBLE SETTER.....	\$ 44.90	30.75
TERRAZZO WORKER/SETTER.....	\$ 48.01	28.67

PAIN0021-001 05/01/2021

	Rates	Fringes
Painters: Brush, Roller.....	\$ 41.24	28.10

Spray, Steel and Swing.....	\$ 42.49	28.10

PAIN0021-012 05/01/2022		
	Rates	Fringes
DRYWALL FINISHER/TAPER.....	\$ 41.56	30.20

PAIN0252-001 06/01/2021		
	Rates	Fringes
Window Tinter.....	\$ 25.02	13.06

PAIN0252-006 05/01/2022		
	Rates	Fringes
GLAZIER.....	\$ 46.09	34.83

PLAS0008-001 05/01/2022		
	Rates	Fringes
PLASTERER.....	\$ 41.97	32.20

PLAS0592-011 05/01/2022		
	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 42.05	33.26

PLUM0420-008 05/01/2021		
	Rates	Fringes
Steamfitter.....	\$ 62.32	38.73

PLUM0690-002 05/01/2022		
	Rates	Fringes
PLUMBER.....	\$ 62.73	36.21

ROOF0030-001 05/01/2022		
	Rates	Fringes
Roofers:		
Composition.....	\$ 41.48	33.37+A
Shingles.....	\$ 31.25	21.75+A
Slate and Tile.....	\$ 34.25	21.75+A

FOOTNOTE (Composition Roofer only):
A. PAID HOLIDAY: Election Day

* SFPA0692-001 01/01/2023

SPRINKLER FITTER.....\$ 62.23 31.99

SHEE0019-008 05/01/2022

	Rates	Fringes
SHEET METAL WORKER.....\$ 55.75	55.75	45.78

SHEE0019-023 07/15/2022

	Rates	Fringes
SHEET METAL WORKER (Sign Makers & Hangers).....\$ 30.54	30.54	24.35

TEAM0107-001 05/01/2020

	Rates	Fringes
TRUCK DRIVER (BUILDING CONSTRUCTION)		
GROUP 1.....\$ 33.22	33.22	19.675+a+b
GROUP 2.....\$ 33.32	33.32	19.675+a+b
GROUP 3.....\$ 33.57	33.57	19.675+a+b
TRUCK DRIVER (SITE PREPARATION, PAVING AND UTILITIES ON BUILDING CONSTRUCTION)		
GROUP 1.....\$ 33.07	33.07	19.675+a+b
GROUP 2.....\$ 33.17	33.17	19.675+a+b
GROUP 3.....\$ 33.42	33.42	19.675+a+b

TRUCK DRIVERS CLASSIFICATIONS (BUILDING CONSTRUCTION)

GROUP 1 - Stake body truck (single axle), 11/2 ton and under vehicles

GROUP 2 - Truck driver over 11/2 tons, dump trucks, tandem and batch trucks, semi-trailers, agitator mixer trucks and dumcrete type vehicle, asphalt distributors, farm tractors when used for transportation, stake body truck (tandem)

GROUP 3 - Euclid type, off-highway equipment - back or belly dump trucks and double-hitched equipment, straddle (ross) carrier, lowbed trailers

TRUCK DRIVERS CLASSIFICATIONS (SITE PREPARATION, PAVING AND UTILITIES ON BUILDING CONSTRUCTION)

GROUP 1 - Stake body truck (single axle), dumpster

GROUP 2 - Dump trucks, tandem and batch trucks, semi-trailers, agitator mixer trucks, and dumcrete type vehicles, asphalt distributors, farm tractor when used for transportation, stake body truck (tandem)

GROUP 3 - Euclid type, off-highway equipment or bell dump trucks and double hitched equipment, staddle (ross) carrier, low-bed trailers

FOOTNOTE:

A. PAID HOLIDAYS: Memorial Day, Independence Day, Labor Day, Thanksgiving Day and five personal holidays provided employee works at least one day in the three work days before and at least one day in the three work days after the said holiday. Employee earns a personal holiday every two months, provided employee has worked twenty-six day in each consecutive two month period, up to a maximum of five per calendar year. After 130 work days the employee is entitled to all five personal holidays.

B. PAID VACATION: Employee will earn one vacation day for every two months, provided employee has worked twenty-six day in each consecutive two month period, up to a maximum of five vacation days per calendar year. After 130 workdays the employee is entitled to all five days of vacation. Employees with 5 years of seniority, earn an additional week of vacation, accrued in the same way.

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

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at <https://www.dol.gov/agencies/whd/government-contracts>.

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

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical

order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is

based.

WAGE DETERMINATION APPEALS PROCESS

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

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

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

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

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

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

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

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

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

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

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

=====

END OF GENERAL DECISION"

See attached document: Construction Drawings.

A.3 52.245-1 GOVERNMENT PROPERTY (SEP 2021)

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

Cannibalize means to remove parts from Government property for use or for installation on other Government property.

Contractor-acquired property means property acquired, fabricated, or otherwise provided by the Contractor for performing a contract, and to which the Government has title.

Contractor inventory means—

(1) Any property acquired by and in the possession of a Contractor or subcontractor under a contract for which title is vested in the Government and which exceeds the amounts needed to complete full performance under the entire contract;

(2) Any property that the Government is obligated or has the option to take over under any type of contract, e.g., as a result either of any changes in the specifications or plans thereunder or of the termination of the contract (or subcontract thereunder), before completion of the work, for the convenience or at the option of the Government; and

(3) Government-furnished property that exceeds the amounts needed to complete full performance under the entire contract.

Contractor's managerial personnel means the Contractor's directors, officers, managers, superintendents, or equivalent representatives who have supervision or direction of—

(1) All or substantially all of the Contractor's business;

(2) All or substantially all of the Contractor's operation at any one plant or separate location;
or

(3) A separate and complete major industrial operation.

Demilitarization means rendering a product unusable for, and not restorable to, the purpose for which it was designed or is customarily used.

Discrepancies incident to shipment means any differences (e.g., count or condition) between the items documented to have been shipped and items actually received.

Equipment means a tangible item that is functionally complete for its intended purpose, durable, nonexpendable, and needed for the performance of a contract. Equipment is not intended for sale, and does not ordinarily lose its identity or become a component part of

another article when put into use. Equipment does not include material, real property, special test equipment or special tooling.

Government-furnished property means property in the possession of, or directly acquired by, the Government and subsequently furnished to the Contractor for performance of a contract. Government-furnished property includes, but is not limited to, spares and property furnished for repair, maintenance, overhaul, or modification. Government-furnished property also includes contractor-acquired property if the contractor-acquired property is a deliverable under a cost contract when accepted by the Government for continued use under the contract.

Government property means all property owned or leased by the Government. Government property includes both Government-furnished and Contractor-acquired property. Government property includes material, equipment, special tooling, special test equipment, and real property. Government property does not include intellectual property and software.

Loss of Government property means unintended, unforeseen or accidental loss, damage or destruction to Government property that reduces the Government's expected economic benefits of the property. Loss of Government property does not include purposeful destructive testing, obsolescence, normal wear and tear or manufacturing defects. Loss of Government property includes, but is not limited to—

- (1) Items that cannot be found after a reasonable search;
- (2) Theft;
- (3) Damage resulting in unexpected harm to property requiring repair to restore the item to usable condition; or
- (4) Destruction resulting from incidents that render the item useless for its intended purpose or beyond economical repair.

Material means property that may be consumed or expended during the performance of a contract, component parts of a higher assembly, or items that lose their individual identity through incorporation into an end item. Material does not include equipment, special tooling, special test equipment or real property.

Nonseverable means property that cannot be removed after construction or installation without substantial loss of value or damage to the installed property or to the premises where installed.

Precious metals means silver, gold, platinum, palladium, iridium, osmium, rhodium, and ruthenium.

Production scrap means unusable material resulting from production, engineering, operations and maintenance, repair, and research and development contract activities. Production scrap may have value when re-melted or reprocessed, e.g., textile and metal clippings, borings, and faulty castings and forgings.

Property means all tangible property, both real and personal.

Property Administrator means an authorized representative of the Contracting Officer appointed in accordance with agency procedures, responsible for administering the contract requirements and obligations relating to Government property in the possession of a Contractor.

Property records means the records created and maintained by the contractor in support of its stewardship responsibilities for the management of Government property.

Provide means to furnish, as in Government-furnished property, or to acquire, as in contractor-acquired property.

Real property. See Federal Management Regulation 102-71.20 (41 CFR 102-71.20).

Sensitive property means property potentially dangerous to the public safety or security if stolen, lost, or misplaced, or that shall be subject to exceptional physical security, protection, control, and accountability. Examples include weapons, ammunition, explosives, controlled substances, radioactive materials, hazardous materials or wastes, or precious metals.

Unit acquisition cost means—

(1) For Government-furnished property, the dollar value assigned by the Government and identified in the contract; and

(2) For contractor-acquired property, the cost derived from the Contractor's records that reflect consistently applied generally accepted accounting principles.

(b) *Property management.*

(1) The Contractor shall have a system of internal controls to manage (control, use, preserve, protect, repair, and maintain) Government property in its possession. The system shall be adequate to satisfy the requirements of this clause. In doing so, the Contractor shall initiate and maintain the processes, systems, procedures, records, and methodologies necessary for effective and efficient control of Government property. The Contractor shall disclose any significant changes to its property management system to the Property Administrator prior to implementation of the changes. The Contractor may employ customary commercial practices, voluntary consensus standards, or industry-leading practices and standards that provide effective and efficient Government property management that are necessary and appropriate for the performance of this contract (except where inconsistent with law or regulation).

(2) The Contractor's responsibility extends from the initial acquisition and receipt of property, through stewardship, custody, and use until formally relieved of responsibility by authorized means, including delivery, consumption, expending, sale (as surplus property), or other disposition, or via a completed investigation, evaluation, and final determination for lost property. This requirement applies to all Government property under the Contractor's accountability, stewardship, possession or control, including its vendors or subcontractors (see paragraph (f)(1)(v) of this clause).

(3) The Contractor shall include the requirements of this clause in all subcontracts under which Government property is acquired or furnished for subcontract performance.

(4) The Contractor shall establish and maintain procedures necessary to assess its property management system effectiveness and shall perform periodic internal reviews, surveillances, self assessments, or audits. Significant findings or results of such reviews and audits pertaining to Government property shall be made available to the Property Administrator.

(c) Use of Government property.

(1) The Contractor shall use Government property, either furnished or acquired under this contract, only for performing this contract, unless otherwise provided for in this contract or approved by the Contracting Officer.

(2) Modifications or alterations of Government property are prohibited, unless they are—

(i) Reasonable and necessary due to the scope of work under this contract or its terms and conditions;

(ii) Required for normal maintenance; or

(iii) Otherwise authorized by the Contracting Officer.

(3) The Contractor shall not cannibalize Government property unless otherwise provided for in this contract or approved by the Contracting Officer.

(d) Government-furnished property.

(1) The Government shall deliver to the Contractor the Government-furnished property described in this contract. The Government shall furnish related data and information needed for the intended use of the property. The warranties of suitability of use and timely delivery of Government-furnished property do not apply to property acquired or fabricated by the Contractor as contractor-acquired property and subsequently transferred to another contract with this Contractor.

(2) The delivery and/or performance dates specified in this contract are based upon the expectation that the Government-furnished property will be suitable for contract performance and will be delivered to the Contractor by the dates stated in the contract.

(i) If the property is not delivered to the Contractor by the dates stated in the contract, the Contracting Officer shall, upon the Contractor's timely written request, consider an equitable adjustment to the contract.

(ii) In the event property is received by the Contractor, or for Government-furnished property after receipt and installation, in a condition not suitable for its intended use, the Contracting Officer shall, upon the Contractor's timely written request, advise the Contractor on a course of action to remedy the problem. Such action may include repairing, replacing, modifying, returning, or otherwise disposing of the property at the Government's expense. Upon completion of the required action(s), the Contracting Officer shall consider an equitable adjustment to the contract (see also paragraph (f)(1)(ii)(A) of this clause).

(iii) The Government may, at its option, furnish property in an "as-is" condition. The Contractor will be given the opportunity to inspect such property prior to the property being provided. In such cases, the Government makes no warranty with respect to the serviceability

and/or suitability of the property for contract performance. Any repairs, replacement, and/or refurbishment shall be at the Contractor's expense.

(3)(i) The Contracting Officer may by written notice, at any time—

(A) Increase or decrease the amount of Government-furnished property under this contract;

(B) Substitute other Government-furnished property for the property previously furnished, to be furnished, or to be acquired by the Contractor for the Government under this contract; or

(C) Withdraw authority to use property.

(ii) Upon completion of any action(s) under paragraph (d)(3)(i) of this clause, and the Contractor's timely written request, the Contracting Officer shall consider an equitable adjustment to the contract.

(e) *Title to Government property.* (1) All Government-furnished property and all property acquired by the Contractor, title to which vests in the Government under this paragraph (collectively referred to as "Government property"), is subject to the provisions of this clause. The Government shall retain title to all Government-furnished property. Title to Government property shall not be affected by its incorporation into or attachment to any property not owned by the Government, nor shall Government property become a fixture or lose its identity as personal property by being attached to any real property.

(2) Title vests in the Government for all property acquired or fabricated by the Contractor in accordance with the financing provisions or other specific requirements for passage of title in the contract. Under fixed price type contracts, in the absence of financing provisions or other specific requirements for passage of title in the contract, the Contractor retains title to all property acquired by the Contractor for use on the contract, except for property identified as a deliverable end item. If a deliverable item is to be retained by the Contractor for use after inspection and acceptance by the Government, it shall be made accountable to the contract through a contract modification listing the item as Government-furnished property.

(3) *Title under Cost-Reimbursement or Time-and-Material Contracts or Cost-Reimbursable line items under Fixed-Price contracts.* (i) Title to all property purchased by the Contractor for which the Contractor is entitled to be reimbursed as a direct item of cost under this contract shall pass to and vest in the Government upon the vendor's delivery of such property.

(ii) Title to all other property, the cost of which is reimbursable to the Contractor, shall pass to and vest in the Government upon—

(A) Issuance of the property for use in contract performance;

(B) Commencement of processing of the property for use in contract performance; or

(C) Reimbursement of the cost of the property by the Government, whichever occurs first.

(f) *Contractor plans and systems.*

(1) Contractors shall establish and implement property management plans, systems, and procedures at the contract, program, site or entity level to enable the following outcomes:

(i) *Acquisition of Property*. The Contractor shall document that all property was acquired consistent with its engineering, production planning, and property control operations.

(ii) *Receipt of Government Property*. The Contractor shall receive Government property and document the receipt, record the information necessary to meet the record requirements of paragraph (f)(1)(iii)(A)(1) through (5) of this clause, identify as Government owned in a manner appropriate to the type of property (e.g., stamp, tag, mark, or other identification), and manage any discrepancies incident to shipment.

(A) *Government-furnished property*. The Contractor shall furnish a written statement to the Property Administrator containing all relevant facts, such as cause or condition and a recommended course(s) of action, if overages, shortages, or damages and/or other discrepancies are discovered upon receipt of Government-furnished property.

(B) *Contractor-acquired property*. The Contractor shall take all actions necessary to adjust for overages, shortages, damage and/or other discrepancies discovered upon receipt, in shipment of Contractor-acquired property from a vendor or supplier, so as to ensure the proper allocability and allowability of associated costs.

(iii) *Records of Government property*. The Contractor shall create and maintain records of all Government property accountable to the contract, including Government-furnished and Contractor-acquired property.

(A) Property records shall enable a complete, current, auditable record of all transactions and shall, unless otherwise approved by the Property Administrator, contain the following:

(1) The name, part number and description, National Stock Number (if needed for additional item identification tracking and/or disposition), and other data elements as necessary and required in accordance with the terms and conditions of the contract.

(2) Quantity received (or fabricated), issued, and balance-on-hand.

(3) Unit acquisition cost.

(4) Unique-item identifier or equivalent (if available and necessary for individual item tracking).

(5) Unit of measure.

(6) Accountable contract number or equivalent code designation.

(7) Location.

(8) Disposition.

(9) Posting reference and date of transaction.

(10) Date placed in service (if required in accordance with the terms and conditions of the contract)

(B) *Use of a Receipt and Issue System for Government Material.* When approved by the Property Administrator, the Contractor may maintain, in lieu of formal property records, a file of appropriately cross-referenced documents evidencing receipt, issue, and use of material that is issued for immediate consumption.

(iv) *Physical inventory.* The Contractor shall periodically perform, record, and disclose physical inventory results. A final physical inventory shall be performed upon contract completion or termination. The Property Administrator may waive this final inventory requirement, depending on the circumstances (e.g., overall reliability of the Contractor's system or the property is to be transferred to a follow-on contract).

(v) *Subcontractor control.*

(A) The Contractor shall award subcontracts that clearly identify items to be provided and the extent of any restrictions or limitations on their use. The Contractor shall ensure appropriate flow down of contract terms and conditions (e.g., extent of liability for loss of Government property).

(B) The Contractor shall assure its subcontracts are properly administered and reviews are periodically performed to determine the adequacy of the subcontractor's property management system.

(vi) *Reports.* The Contractor shall have a process to create and provide reports of discrepancies, loss of Government property, physical inventory results, audits and self-assessments, corrective actions, and other property-related reports as directed by the Contracting Officer.

(vii) *Relief of stewardship responsibility and liability.* The Contractor shall have a process to enable the prompt recognition, investigation, disclosure and reporting of loss of Government property, including losses that occur at subcontractor or alternate site locations.

(A) This process shall include the corrective actions necessary to prevent recurrence.

(B) Unless otherwise directed by the Property Administrator, the Contractor shall investigate and report to the Government all incidents of property loss as soon as the facts become known. Such reports shall, at a minimum, contain the following information:

(1) Date of incident (if known).

(2) The data elements required under paragraph (f)(1)(iii)(A) of this clause.

(3) Quantity.

(4) Accountable contract number.

(5) A statement indicating current or future need.

(6) Unit acquisition cost, or if applicable, estimated sales proceeds, estimated repair or replacement costs.

(7) All known interests in commingled material of which includes Government material.

(8) Cause and corrective action taken or to be taken to prevent recurrence.

(9) A statement that the Government will receive compensation covering the loss of Government property, in the event the Contractor was or will be reimbursed or compensated.

(10) Copies of all supporting documentation.

(11) Last known location.

(12) A statement that the property did or did not contain sensitive, export controlled, hazardous, or toxic material, and that the appropriate agencies and authorities were notified.

(C) Unless the contract provides otherwise, the Contractor shall be relieved of stewardship responsibility and liability for property when—

(1) Such property is consumed or expended, reasonably and properly, or otherwise accounted for, in the performance of the contract, including reasonable inventory adjustments of material as determined by the Property Administrator;

(2) Property Administrator grants relief of responsibility and liability for loss of Government property;

(3) Property is delivered or shipped from the Contractor's plant, under Government instructions, except when shipment is to a subcontractor or other location of the Contractor; or

(4) Property is disposed of in accordance with paragraphs (j) and (k) of this clause.

(viii) *Utilizing Government property.*

(A) The Contractor shall utilize, consume, move, and store Government Property only as authorized under this contract. The Contractor shall promptly disclose and report Government property in its possession that is excess to contract performance.

(B) Unless otherwise authorized in this contract or by the Property Administrator the Contractor shall not commingle Government material with material not owned by the Government.

(ix) *Maintenance.* The Contractor shall properly maintain Government property. The Contractor's maintenance program shall enable the identification, disclosure, and performance of normal and routine preventative maintenance and repair. The Contractor shall disclose and report to the Property Administrator the need for replacement and/or capital rehabilitation.

(x) *Property closeout.* The Contractor shall promptly perform and report to the Property Administrator contract property closeout, to include reporting, investigating and securing closure of all loss of Government property cases; physically inventorying all property upon termination or completion of this contract; and disposing of items at the time they are determined to be excess to contractual needs.

(2) The Contractor shall establish and maintain Government accounting source data, as may be required by this contract, particularly in the areas of recognition of acquisitions, loss of Government property, and disposition of material and equipment.

(g) Systems analysis.

(1) The Government shall have access to the Contractor's premises and all Government property, at reasonable times, for the purposes of reviewing, inspecting and evaluating the Contractor's property management plan(s), systems, procedures, records, and supporting documentation that pertains to Government property. This access includes all site locations and, with the Contractor's consent, all subcontractor premises.

(2) Records of Government property shall be readily available to authorized Government personnel and shall be appropriately safeguarded.

(3) Should it be determined by the Government that the Contractor's (or subcontractor's) property management practices are inadequate or not acceptable for the effective management and control of Government property under this contract, or present an undue risk to the Government, the Contractor shall prepare a corrective action plan when requested by the Property Administrator and take all necessary corrective actions as specified by the schedule within the corrective action plan.

(h) *Contractor Liability for Government Property.*

(1) Unless otherwise provided for in the contract, the Contractor shall not be liable for loss of Government property furnished or acquired under this contract, except when any one of the following applies—

(i) The risk is covered by insurance or the Contractor is otherwise reimbursed (to the extent of such insurance or reimbursement). The allowability of insurance costs shall be determined in accordance with 31.205-19.

(ii) Loss of Government property that is the result of willful misconduct or lack of good faith on the part of the Contractor's managerial personnel.

(iii) The Contracting Officer has, in writing, revoked the Government's assumption of risk for loss of Government property due to a determination under paragraph (g) of this clause that the Contractor's property management practices are inadequate, and/or present an undue risk to the Government, and the

Contractor failed to take timely corrective action. If the Contractor can establish by clear and convincing evidence that the loss of Government property occurred while the Contractor had adequate property management practices or the loss did not result from the Contractor's failure to maintain adequate property management practices, the Contractor shall not be held liable.

(2) The Contractor shall take all reasonable actions necessary to protect the property from further loss. The Contractor shall separate the damaged and undamaged property, place all the affected property in the best possible order, and take such other action as the Property Administrator directs.

(3) The Contractor shall do nothing to prejudice the Government's rights to recover against third parties for any loss of Government property.

(4) The Contractor shall reimburse the Government for loss of Government property, to the extent that the Contractor is financially liable for such loss, as directed by the Contracting Officer.

(5) Upon the request of the Contracting Officer, the Contractor shall, at the Government's expense, furnish to the Government all reasonable assistance and cooperation, including the prosecution of suit and the execution of instruments of assignment in favor of the Government in obtaining recovery.

(i) *Equitable adjustment.* Equitable adjustments under this clause shall be made in accordance with the procedures of the Changes clause. However, the Government shall not be liable for breach of contract for the following:

- (1) Any delay in delivery of Government-furnished property.
- (2) Delivery of Government-furnished property in a condition not suitable for its intended use.
- (3) An increase, decrease, or substitution of Government-furnished property.
- (4) Failure to repair or replace Government property for which the Government is responsible.

(j) *Contractor inventory disposal.* Except as otherwise provided for in this contract, the Contractor shall not dispose of Contractor inventory until authorized to do so by the Plant Clearance Officer or authorizing official.

(1) *Predisposal requirements.*

(i) If the Contractor determines that the property has the potential to fulfill requirements under other contracts, the Contractor, in consultation with the Property Administrator, shall request that the Contracting Officer transfer the property to the contract in question, or provide authorization for use, as appropriate. In lieu of transferring the property, the Contracting Officer may authorize the Contractor to credit the costs of Contractor-acquired property (material only) to the losing contract, and debit the gaining contract with the corresponding cost, when such material is needed for use on another contract. Property no longer needed shall be considered contractor inventory.

(ii) For any remaining Contractor-acquired property, the Contractor may purchase the property at the unit acquisition cost if desired or make reasonable efforts to return unused property to the appropriate supplier at fair market value (less, if applicable, a reasonable restocking fee that is consistent with the supplier's customary practices.)

(2) *Inventory disposal schedules.*

(i) Absent separate contract terms and conditions for property disposition, and provided the property was not reutilized, transferred, or otherwise disposed of, the Contractor, as directed by the Plant Clearance Officer or authorizing official, shall use Standard Form 1428, Inventory Disposal Schedule or electronic equivalent, to identify and report—

(A) Government-furnished property that is no longer required for performance of this contract;

(B) Contractor-acquired property, to which the Government has obtained title under paragraph (e) of this clause, which is no longer required for performance of that contract; and

(C) Termination inventory.

(ii) The Contractor may annotate inventory disposal schedules to identify property the Contractor wishes to purchase from the Government, in the event that the property is offered for sale.

(iii) Separate inventory disposal schedules are required for aircraft in any condition, flight safety critical aircraft parts, and other items as directed by the Plant Clearance Officer.

(iv) The Contractor shall provide the information required by FAR 52.245-1(f)(1)(iii) along with the following:

(A) Any additional information that may facilitate understanding of the property's intended use.

(B) For work-in-progress, the estimated percentage of completion.

(C) For precious metals in raw or bulk form, the type of metal and estimated weight.

(D) For hazardous material or property contaminated with hazardous material, the type of hazardous material.

(E) For metals in mill product form, the form, shape, treatment, hardness, temper, specification (commercial or Government) and dimensions (thickness, width and length).

(v) Property with the same description, condition code, and reporting location may be grouped in a single line item.

(vi) Scrap should be reported by "lot" along with metal content, estimated weight and estimated value.

(3) Submission requirements.

(i) The Contractor shall submit inventory disposal schedules to the Plant Clearance Officer no later than—

(A) 30 days following the Contractor's determination that a property item is no longer required for performance of this contract;

(B) 60 days, or such longer period as may be approved by the Plant Clearance Officer, following completion of contract deliveries or performance; or

(C) 120 days, or such longer period as may be approved by the Termination Contracting Officer, following contract termination in whole or in part.

(ii) Unless the Plant Clearance Officer determines otherwise, the Contractor need not identify or report production scrap on inventory disposal schedules, and may process and dispose of production scrap in accordance with its own internal scrap procedures. The processing and disposal of other types of Government-owned scrap will be conducted in

accordance with the terms and conditions of the contract or Plant Clearance Officer direction, as appropriate.

(iii) 120 days, or such longer period as may be approved by the Termination Contracting Officer following contract termination in whole or in part.

(4) *Corrections.* The Plant Clearance Officer may—

- (i) Reject a schedule for cause (e.g., contains errors, determined to be inaccurate); and
- (ii) Require the Contractor to correct an inventory disposal schedule.

(5) *Postsubmission adjustments.* The Contractor shall notify the Plant Clearance Officer at least 10 working days in advance of its intent to remove an item from an approved inventory disposal schedule. Upon approval of the Plant Clearance Officer, or upon expiration of the notice period, the Contractor may make the necessary adjustments to the inventory schedule.

(6) *Storage.*

(i) The Contractor shall store the property identified on an inventory disposal schedule pending receipt of disposal instructions. The Government's failure to furnish disposal instructions within 120 days following acceptance of an inventory disposal schedule may entitle the Contractor to an equitable adjustment for costs incurred to store such property on or after the 121st day.

(ii) The Contractor shall obtain the Plant Clearance Officer's approval to remove property from the premises where the property is currently located prior to receipt of final disposition instructions. If approval is granted, any costs incurred by the Contractor to transport or store the property shall not increase the price or fee of any Government contract. The storage area shall be appropriate for assuring the property's physical safety and suitability for use. Approval does not relieve the Contractor of any liability for such property under this contract.

(7) *Disposition instructions.*

(i) The Contractor shall prepare for shipment, deliver f.o.b. origin, or dispose of Contractor inventory as directed by the Plant Clearance Officer. Unless otherwise directed by the Contracting Officer or by the Plant Clearance Officer, the Contractor shall remove and destroy any markings identifying the property as U.S. Government-owned property prior to its disposal.

(ii) The Contracting Officer may require the Contractor to demilitarize the property prior to shipment or disposal. In such cases, the Contractor may be entitled to an equitable adjustment under paragraph (i) of this clause.

(8) *Disposal proceeds.* As directed by the Contracting Officer, the Contractor shall credit the net proceeds from the disposal of Contractor inventory to the contract, or to the Treasury of the United States as miscellaneous receipts.

(9) *Subcontractor inventory disposal schedules.* The Contractor shall require its Subcontractors to submit inventory disposal schedules to the Contractor in accordance with the requirements of paragraph (j)(3) of this clause.

(k) *Abandonment of Government property.*

(1) The Government shall not abandon sensitive property or termination inventory without the Contractor's written consent.

(2) The Government, upon notice to the Contractor, may abandon any nonsensitive property in place, at which time all obligations of the Government regarding such property shall cease.

(3) Absent contract terms and conditions to the contrary, the Government may abandon parts removed and replaced from property as a result of normal maintenance actions, or removed from property as a result of the repair, maintenance, overhaul, or modification process.

(4) The Government has no obligation to restore or rehabilitate the Contractor's premises under any circumstances; however, if Government—furnished property is withdrawn or is unsuitable for the intended use, or if other Government property is substituted, then the equitable adjustment under paragraph (i) of this clause may properly include restoration or rehabilitation costs.

(l) *Communication.* All communications under this clause shall be in writing.

(m) *Contracts outside the United States.* If this contract is to be performed outside of the United States and its outlying areas, the words "Government" and "Government-furnished" (wherever they appear in this clause) shall be construed as "United States Government" and "United States Government-furnished," respectively.

(End of Clause)

Table of Contents

PART I - THE SCHEDULE	1
SECTION A - SOLICITATION/CONTRACT FORM	1
A.1 SF 1442 SOLICITATION, OFFER, AND AWARD (Construction, Alteration, or Repair).....	1
A.2 SF 1442 SOLICITATION, OFFER, AND AWARD (CONSTRUCTION, ALTERATION, OR REPAIR)– BACK	2
A.3 52.245-1 GOVERNMENT PROPERTY (SEP 2021).....	16
INSTRUCTIONS, CONDITIONS AND OTHER STATEMENTS TO BIDDERS/OFFERORS	30
GENERAL CONDITIONS	41
4.1 VAAR 852.219-77 VA NOTICE OF LIMITATIONS ON SUBCONTRACTING— CERTIFICATE OF COMPLIANCE FOR SERVICES AND CONSTRUCTION (SEP 2021) (DEVIATION).....	41
4.2 VAAR 852.242-70 GOVERNMENT CONSTRUCTION CONTRACT ADMINISTRATION (OCT 2020).....	42

**INSTRUCTIONS, CONDITIONS AND OTHER STATEMENTS TO
BIDDERS/OFFERORS**

TASK ORDER TERMS AND CONDITIONS

PROPOSAL MATERIALS:

Offeror materials consist of pictorial drawings, specifications, Request for Proposal forms, and any issued Amendments which will be provided via email when issued to eligible MATOC contractors.

PROPOSAL SUBMISSION:

The following documents MUST be returned to the contracting office:

1. This RFP with completed proposal schedule
2. Acknowledgement of any and all amendments in block 19 of the Standard Form 1442.
3. Provide your company MATOC contract number below.
4. Complete blocks 30 A, B, and C of the Standard Form 1442.
5. One (1) original completed/signed SF 24 Bid Bond (**if required**). Mail the original bid bond (see block 7 of the 1442) and email a copy with the proposal. **A BID BOND IS NOT REQUIRED SINCE THIS PROJECT WILL BE AWARDED UNDER A MATOC TASK ORDER.**
6. One (1) original fully completed Calculation Worksheet for Self-Performed and Subcontracted Work; - See A-1.
7. One (1) original fully completed Contractor Certification Regarding Safety and Environmental. See A-2.

Offerors are responsible for insuring and verifying their proposal and all required proposal documents are received at the email address Kaitlyn.deWit@va.gov by the date and time specified in this document (subject to amendment).

All clauses contained in the MATOC are considered to be part of this solicitation and hold the same effect as if listed in this solicitation.

Enter Your MATOC Contract Number:

COST/PRICE SCHEDULE

The Government intends to award a contract to the responsive/responsible offer for Line Item 0001 to achieve the best value for the Government.

ITEM 0001 BASE PRICE – The contractor shall provide all labor, supplies, transportation and equipment necessary for asbestos abatement as identified on the attached SOW. Contractor shall ensure a complete working roofing system at the CMC VA Medical Center, located at 3900 Woodland Ave, Philadelphia, PA9104.

This project has short time suspense. Refer to the full detailed Statement of Work, construction drawings and specifications as accompanied herewith for details of the scope of work for this contract.

<u>ITEM</u>	<u>SERVICE</u>	<u>QTY</u>	<u>UNIT</u>	<u>PRICE</u>
0001 Base Price	Construction	1	Job	Lump Sum \$ _____

Firm Fixed Price (FFP)

This project is located within the Philadelphia VA Medical. Contractor shall have knowledge of all aspects pertaining to this statement of work and shall perform as per specifications as outlined in Master Construction Specifications as required by drawings and specifications.

FOB: Destination

PROJECT SPECIFIC INFORMATION

Philadelphia VA Medical Center

Philadelphia, PA 19104

WAGE DETERMINATION APPLICABLE TO THIS PROJECT:

General Decision Number: PA20230003 01/13/2023

State: Pennsylvania

Construction Type: Building

County: Philadelphia County in Pennsylvania

Contained Within

PERFORMANCE PERIOD: The Contractor shall be required to (a) commence work under this contract within 7 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 90 calendar days. The time stated for completion shall include final cleanup of the premises.

BID GUARANTEE: Not Required for a MATOC Task Order

PERFORMANCE & PAYMENT BONDS: In accordance with FAR 28.102-1 and Contract Clause 52.228-15, offerors are reminded that any award amount over \$30,000 shall require a Payment Bond (or other acceptable protection - see clause FAR 52.228-13), and awards exceeding \$150,000 shall require both Payment and Performance Bonds. All bonds are due no later than 10 calendar days after award.

AFFIRMATIVE ACTION GOALS AND GEOGRAPHICAL AREA (reference FAR 52.222-23):

Goals for Minority Participation for each trade: 2.5%

Goals for Women Owned Business Participation for each trade: 6.9%

The Geographical covered area for this solicitation (project) is: Philadelphia County, PA

LIQUIDATED DAMAGES: N/A

RESTRICTION ON SUBMISSION AND USE OF EQUAL PRODUCTS: YES or NO

METRIC PRODUCTS:

Products manufactured to metric dimensions will be considered on an equal basis with those manufactured using inch/pound units, providing they fall within the tolerances specified using conversion tables contained in the latest revision of Federal Standard No. 376B, and all other requirements of this document are met. If a product is manufactured to metric dimensions and those dimensions exceed the tolerances specified in the inch/pound units, a request should be made to the contracting officer to determine if the product is acceptable. The contracting officer, in concert with the Contracting Officer's Representative, will accept or reject the product, (reference VA Handbook 0100, Metrics).

DRAWINGS WILL BE AVAILABLE: Yes, contained within.

SPECIFICATIONS WILL BE AVAILABLE: No.

SECURITY BADGES/BACKGROUND INVESTIGATIONS:

All prime contractor personnel and subcontractor personnel will be required to obtain a Flash Badge (Day Pass) prior to reporting to the jobsite. Within ten (10) business days of personnel arriving at the work site, the General Contractor to whom award is made will be responsible for submitting a list of all personnel and subcontractor personnel and submitting it to the COR and the Personnel Security Officer at the Philadelphia VA Medical Center. Badges will be issued to qualified personnel and must be worn and visible at all time while in VA property. The General Contractor shall be responsible for completion of the VHA Security Center Turn-In Inventory Report and forwarding it to the Contracting Officer at the end of the construction project. General Contractor is responsible for obtaining and turning in ALL badges.

PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL:

FAR clause 52.204-9 applies: Contractor shall comply with agency personal identity verification procedures identified in the contract that implement Homeland Security Presidential Directive-12 (HSPD- 12), Office of Management and Budget (OMB) guidance M-05-24, and Federal Information Processing Standards Publication (FIPS PUB) Number 201. The Contractor shall insert this clause in all subcontracts when the subcontractor is required to have routine physical access to a federally-controlled facility or routine access to a Federal information system.

SITE VISIT:

An organized site visit has been scheduled for –

March 2, 2023 @ 11:00 AM local time

Participants will meet at –

Philadelphia VA Medical Center
3900 Woodland Ave
Room B1110, 1st Floor
Philadelphia, PA 19104

REQUESTS FOR INFORMATION (RFI): Shall be submitted NLT 9 Mar 2023, at 10 AM via Email to Kaitlyn.deWit@va.gov

PROPOSAL DUE TIME AND DATE: *NLT 4:00 PM local time on March 30th, 2023 - Email submission only.*

BASIS FOR AWARD: **Lowest Proposed Responsive, Responsible Price Received in Response to this Solicitation.** No discussions are expected to be necessary however are reserved to be conducted at the discretion of the Contracting Officer.

RESPONSIBILITY REQUIREMENTS:

A responsibility check will be accomplished for the apparent awardee prior to award. By submission of an offer, interested firms acknowledges the requirements that a prospective awardee must be in the System for Award Management (SAM) database prior to award and qualified as a small business under NAICS 236220. Lack of registration in the SAM database will make a contractor ineligible for award. Any information retrieved or received by the Government that would be cause for negative or unsatisfactory responsibility rating may result in the offeror being determined ineligible for award.

AWARD OF CONTRACT:

Award may be delayed 120 days after offer is received with no additional cost to the Government.

CONFORMANCE WITH ENVIRONMENTAL MANAGEMENT SYSTEMS:

The Contractor shall perform work under this contract consistent with the relevant policy and objectives identified in the agency, organizational, or facility Green Environmental Management System (GEMS) applicable for your contract. The Contractor shall perform work in a manner that conforms to all appropriate Environmental Management Programs and Operational Controls identified by the agency, organizational, or facility GEMS, and provide monitoring and measurement information as necessary for the organization to address

environmental performance relative to the environmental, energy, and transportation management goals. In the event an environmental nonconformance or noncompliance associated with the contracted services is identified, the contractor shall take corrective and/or preventative actions. In the case of a noncompliance, the Contractor shall respond and take corrective action immediately. In the case of a nonconformance, the Contractor shall respond and take corrective action based on the time schedule established by the facility GEMS Coordinator. In addition, the Contractor shall ensure that their employees are aware of the roles and responsibilities identified by the environmental management system and how these requirements affect their work performed under this contract.

All on-site contractor personnel shall complete yearly EPA sponsored environmental training specified for the type of work conducted on-site. Upon inclusion in the contract, the Contracting Officer's Representative will verify that all contractor personnel have acquired EMS Awareness Training at their appropriate site or location.

REFERENCES TO VA ENGINEER, RESIDENT ENGINEER, SENIOR RESIDENT ENGINEER, OR PROJECT MANAGER:

Any reference contained within solicitation documents such as specifications and drawings to VA Engineer, Resident Engineer, Senior Resident Engineer, Project Manager, or there abbreviations are to instead be read as and substituted with 'Contracting Officer's Representative' (COR).

A.1 - CALCULATION WORKSHEET FOR SELF-PERFORMED AND SUBCONTRACTED WORK

CALCULATION OF SELF-PERFORMED/SUBCONTRACTED WORK

Offerors for General Construction (NAICS code 236220) must provide at least 15 percent (25% for specialty trade NAICS codes) 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. Provide a breakdown of material and personnel costs, by specification division listed for the project. Home Office overhead, profit/fee and bond costs shall be added after a subtotal of personnel and material/Equipment costs has been calculated. Clearly identify the personnel costs you will be performing, and the personnel costs of other eligible Service- Disabled Veteran-Owned small business concerns. Below is a suggested format:

Specification Division	SDVOB Vendor (Y or N)	Personnel Cost	Material/Equipment Costs
Division 01		\$	\$
Division 02		\$	\$
Division 03		\$	\$
(Add additional lines as necessary for each Division applicable to this project)		\$	\$
		\$	\$
		Sub Total (Personnel Costs, Material/Equipment Costs)	\$
		Profit	\$
		Home Office Overhead	\$
		Bond	\$
		Grand Total	\$

Calculation of self-performed personnel costs:

1. Total personnel costs * both prime and all subcontractors: \$ _____
2. Subtract all subcontractor personnel costs* that are not SDVOSB
companies that will perform work on this contract: \$ _____
3. Remainder is 'Total amount of work to be self-performed under the
Contract': \$ _____
4. Self-performed work = Line 3/Line 1 x 100 = _____ %

*personnel costs include labors, mechanics, other tradesmen, and office personnel directly charged to the project (includes project manager, job superintendent, administrative, estimators, etc.)

I certify the above representations are true and correct to the best of my knowledge.

(Signature and Typed Name of Authorized Representative)

Date

(Title of Authorized Representative)

A2 - CONTRACTOR CERTIFICATION REGARDING SAFETY AND ENVIRONMENTAL

Contractor Certification Regarding Project: Flood Repairs

Safety or Environmental Violations and Experience Modification Rate

All Bidders/Offerors shall submit the following information pertaining to their past Safety and Environmental record. The information shall contain, at a minimum, 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.

All Bidders/Offerors shall submit information regarding their current Experience Modification Rate (EMR) equal to or less than 1.0. This information shall be obtained from the bidder’s/offeror’s insurance company and be furnished on the insurance carrier’s letterhead.

Self-insured contractors or other contractors that cannot provide their EMR rating on insurance letterhead must obtain a rating from the National Council on Compensation Insurance, 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.

A *Determination of Responsibility* will be accomplished for the apparent awardee prior to processing the award. 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 the *Determination of Responsibility*. Failure to affirm being within the guidelines above may result in a determination of “Non-Responsibility” for the bidder/offeror. Failure to submit this information may result in a determination of “Non-Responsive” for the bidder/offeror.

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

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

	2016	2017	2018
Number of serious, willful, or repeat violations from OSHA within the last 3 years. Please attach explanation for any violations. (Four serious, one repeat, or one willful disqualifies the contractor.)			

Company’s Current Insurance Experience Modification Rate (EMR) = _____

(Note: Contractor must support the EMR with a signed letter from Insurance Carrier on their letterhead.)

Signature: _____

Typed Name: _____

Title: _____

GENERAL CONDITIONS

4.1 VAAR 852.219-77 VA NOTICE OF LIMITATIONS ON SUBCONTRACTING—CERTIFICATE OF COMPLIANCE FOR SERVICES AND CONSTRUCTION (SEP 2021) (DEVIATION)

(a) Pursuant to 38 U.S.C. 8127(k)(2), the offeror certifies that—

(1) If awarded a contract (see FAR 2.101 definition), it will comply with the limitations on subcontracting requirement as provided in the solicitation and the resultant contract, as follows:

(i) Services. In the case of a contract for services (except construction), the contractor will not pay more than 50% of the amount paid by the government to it to firms that are not VIP-listed SDVOSBs as set forth in 852.219-10 or VOSBs as set forth in 852.219-11. Any work that a similarly situated VIP-listed subcontractor further subcontracts will count towards the 50% subcontract amount that cannot be exceeded. Other direct costs may be excluded to the extent they are not the principal purpose of the acquisition and small business concerns do not provide the service as set forth in 13 CFR 125.6.

(ii) General construction. In the case of a contract for general construction, the contractor will not pay more than 85% of the amount paid by the government to it to firms that are not VIP-listed SDVOSBs as set forth in 852.219-10 or VOSBs as set forth in 852.219-11. Any work that a similarly situated VIP-listed subcontractor further subcontracts will count towards the 85% subcontract amount that cannot be exceeded. Cost of materials are excluded and not considered to be subcontracted.

(iii) Special trade construction contractors. In the case of a contract for special trade contractors, the contractor will not pay more than 75% of the amount paid by the government to it to firms that are not VIP-listed SDVOSBs as set forth in 852.219-10 or VOSBs as set forth in 852.219-11. Any work that a similarly situated subcontractor further subcontracts will count towards the 75% subcontract amount that cannot be exceeded. Cost of materials are excluded and not considered to be subcontracted.

(2) The offeror acknowledges that this certification concerns a matter within the jurisdiction of an Agency of the United States. The offeror further acknowledges that this certification is subject to Title 18, United States Code, Section 1001, and, as such, a false, fictitious, or fraudulent certification may render the offeror subject to criminal, civil, or administrative penalties, including prosecution.

(3) If VA determines that an SDVOSB/VOSB awarded a contract pursuant to 38 U.S.C. 8127 did not act in good faith, such SDVOSB/VOSB shall be subject to any or all of the following:

- (i) Referral to the VA Suspension and Debarment Committee;
- (ii) A fine under section 16(g)(1) of the Small Business Act (15 U.S.C. 645(g)(1)); and
- (iii) Prosecution for violating section 1001 of title 18.

(b) The offeror represents and understands that by submission of its offer and award of a contract it may be required to provide copies of documents or records to VA that VA may review to determine whether the offeror complied with the limitations on subcontracting requirement specified in the contract. The Contracting Officer may, at their discretion, require the Contractor to demonstrate its compliance with the limitations on subcontracting at any time during performance and upon completion of a contract if the information regarding such compliance is not already available to the Contracting Officer. Evidence of compliance includes, but is not limited to, invoices, copies of subcontracts, or a list of the value of tasks performed.

(c) The offeror further agrees to cooperate fully and make available any documents or records as may be required to enable VA to determine compliance with the limitations on subcontracting requirement. The offeror understands that failure to provide documents as requested by VA may result in remedial action as the Government deems appropriate.

(d) Offeror completed certification/fill-in required. The formal certification must be completed, signed, and returned with the offeror's bid, quotation, or proposal. The Government will not consider offers for award from offerors that do not provide the certification, and all such responses will be deemed ineligible for evaluation and award.

Certification:

I hereby certify that if awarded the contract, *[insert name of offeror]* will comply with the limitations on subcontracting specified in this clause and in the resultant contract. I further certify that I am authorized to execute this certification on behalf of *[insert name of offeror]*.

Printed Name of Signee: _____

Printed Title of Signee: _____

Signature: _____

Date: _____

Company Name and Address: _____

(End of Clause)

4.2 VAAR 852.242-70 GOVERNMENT CONSTRUCTION CONTRACT ADMINISTRATION (OCT 2020)

(a) Contract administration functions set forth in FAR 42.302 are hereby delegated to:

William Robbins

Department of Veterans Affairs
Network Contracting Office 4
VA Medical Center
3900 Woodland Avenue
Philadelphia, PA 19104

(b) The following functions will be retained by the Contracting Officer or Administrative Contracting Officer (ACO) and are not redelegable to Resident Engineers:

(1) Award of contract modifications either through supplemental agreements or change orders that exceed the ACO's appointed warrant limitations.

(2) Issuance of default letters.

(3) Issuance of Cure or Show-Cause Notices.

(4) Suspension of work letters and/or modifications.

(5) Issuance of Contracting Officer final determination letters.

(6) Issuance of termination notices.

(7) Authorization of final payment.

(c) The work will be under the direction of a Department of Veterans Affairs Contracting Officer, who may designate another VA employee to act as resident engineer at the construction site who possesses limited warranted authority.

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

(e) The Contracting Officer or an Administrative Contracting Officer identified in paragraph (a) may further delegate limited authority and specialized support services responsibilities below to the following warranted Resident Engineer personnel on site, not to exceed the dollar value and threshold of their warrant:

N/A

(1) Conduct post-award orientation conferences.

(2) Issue administrative changes (see FAR 43.101) correcting errors or omissions, contractor address, facility or activity code, remittance address, computations which do not require additional contract funds, and other such changes.

(3) For actions not to exceed \$0.00 negotiate and execute supplemental agreements resulting from change orders issued under the Changes clause.

(4) Negotiate and execute supplemental agreements changing contract delivery schedules where the time extension does not exceed 0 calendar days.

(End of Clause)

End of Document