

SOLICITATION, OFFER, AND AWARD (Construction, Alteration, or Repair)	1. SOLICITATION NUMBER	2. TYPE OF SOLICITATION	3. DATE ISSUED	PAGE OF PAGES
	36C24423R0089	<input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)	04-13-2023	1 57

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

4. CONTRACT NUMBER	5. REQUISITION/PURCHASE REQUEST NUMBER	6. PROJECT NUMBER
	693-23-2-594-0006	693-18-101
7. ISSUED BY	CODE	8. ADDRESS OFFER TO
Department of Veterans Affairs Wilkes-Barre VAMC Acquisition (049E) VA Medical Center 1111 East End Road Wilkes-Barre PA 18711	00244	Jae.Kim4@va.gov
9. FOR INFORMATION CALL:	a. NAME	b. TELEPHONE NUMBER (Include area code) (NO COLLECT CALLS)
	Michael Somoga	570-824-3521x27780

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)

Replace Flooring in Clinical Areas - Project# 693-18-101

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 \$2,000,000 and \$5,000,000
6. A scheduled Site Visit will take place 26 April 2023 at 1:00PM. See location details within. NO LATE ARRIVALS.
7. RFIs are Due NLT 5 May 2023 at 10:00AM to Jae.Kim4@va.gov
8. Responses will be issued by amendment. No RFIs will be accepted beyond the RFI due date.
9. All proposals are due to the Contracting Officer by (Item13 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 Jae.Kim4@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 Wilkes-Barre 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 180 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.)

YES NO

12b. CALENDAR DAYS

10

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 2:00PM EDT (hour) local time 05-17-2023 (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 guarantees 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 90 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	31b. UNITED STATES OF AMERICA
30c. DATE	31c. AWARD DATE
	BY

STATEMENT OF WORK
REPLACE FLOORING IN CLINIC AREAS

Project #693-18-101

14 APRIL 2023

1. General:

- a. The scope of work shall generally consist of, but not necessarily be limited to, providing all labor, materials, tools, equipment, permits, testing, and reports required to remove the existing carpeting, welded flooring, VCT and other flooring materials that are on the drawing. Install new flooring covering as per the finish schedule and location on the drawings at the Wilkes-Barre VA Medical Facility.
- b. The above scope of work is intended to describe the project in general. The contractor shall abide by all Infection Control Risk Assessment (ICRA) guidelines when performing this project.
- c. Any work determined by the COR as having a significant impact on the daily operations of the facility shall be conducted on an after-hours schedule. The contractor shall follow all federal, state, and local codes, regulations, and standards, and all work shall be performed during off business hours 4:00PM to 11:00PM or longer, Monday to Friday (also weekend work can be performed) excluding national holidays. The work shall be coordinated through the designated Contracting Officer's Technical Representative (COR), Mike Somoga. All contractors shall have an identification badge on them at all times with their name and company clearly identified.
- d. Contractors shall be responsible for removing all of the furniture and all other items that will be in their way, from out of the rooms and corridor areas. After the completion of the installed flooring all furniture items must be returned in it original location on the same day.
- e. Contractor is responsible for field verifying quantities and dimensions. Contractor is responsible for the removal of all debris off the property. The contractor shall be responsible for patch and repair any wall, ceiling, doors and floors that may get damaged by the contractor during renovations.
- f. Contractor are to have a VA badge on at all time when working in the building.

2. Asbestos:

- a. Removal of Asbestos Mastic and Floor Tiles in the locations identified. Contractors shall follow all Asbestos regulation for removal. All Asbestos removal

shall be performed after hours (4:30pm) and shall be completed, clean and cleared by the next workday. The VA shall supply the third-party air monitoring for the removal.

- b. The following areas as Asbestos materials that need to be removed:
 - Ground Floor: 3400 Square Feet
 - 7th Floor: 2500 Square Feet.

3. Floor covering:

- a. Remove the flooring covering from the 1st and 2nd floor clinic corridor and waiting rooms. See drawings for type of floor covering to be installed.
- b. Remove the flooring covering from Ground Floor AG-62 Eligibility. See drawings for type of floor covering to be installed.
- c. Remove the flooring covering from the ground floor North corridor area. See drawings for type of floor covering to be installed. There will be a VA symbol at the North entranceway of the building.
- d. Remove floor covering from 4th floor East Patient area. See drawings for type of floor covering to be installed.
- e. Remove the flooring from the ICU area. See drawings for type of floor covering to be installed. This will need to be completed in sections.
- f. Remove flooring from 3rd floor Specialty Clinic. See drawings for type of floor covering to be installed.
- g. Remove the floor covering from the 5th floor East area. See drawings for type of floor covering to be installed.
- h. Remove the floor covering from the 7th floor SARRTP area. See drawings for type of floor covering to be installed.
- i. Contractor will install 4" rubber base in all areas that doesn't have the Welded Sheet goods will raise up the wall 4".
- j. Remove flooring on Ground floor silver elevators lobby. See drawings for type of floor covering to be installed.
- k. Remove flooring in Atrium on the ground floor. See drawings for type of floor covering to be installed.
- l. Remove flooring in Starbucks coffee shop and entrance area. See drawings for type of floor covering to be installed.
- m. Remove floor covering from 4th floor Blue Elevator Lobby and OR/GI waiting room.

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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 Jae.Kim4@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 Wilkes-Barre VA Medical Center, located at 111 East End Blvd, Wilkes-Barre, PA 18711.

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 Wilkes-Barre VA Medical Center. 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

Wilkes-Barre VA Medical Center

Wilkes-Barre, PA 18744

WAGE DETERMINATION APPLICABLE TO THIS PROJECT:

General Decision Number: PA20230003 01/13/2023

State: Pennsylvania

Construction Type: Building

County: Luzerne 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 180 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: Luzerne, 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 Wilkes-Barre VA Medical Center. Badges will be issued to qualified personnel and must be worn and visible at all times 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 –

Wednesday, April 26th, @ 1:00 PM local time

Participants will meet at –

Main Building in Room C6-70
Wilkes-Barre VA Medical Center
1111 East End Blvd
Wilkes-Barre, PA 18711

REQUESTS FOR INFORMATION (RFI): Shall be submitted NLT 5 May 2023, at 10 AM via Email to Jae.Kim4@va.gov

PROPOSAL DUE TIME AND DATE: **NLT 4:00 PM local time on 17 May 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 90 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:

Scot Plank

Department of Veterans Affairs
Wilkes-Barre VAMC Acquisition (049E)
VA Medical Center
1111 East End Road

Wilkes-Barre, PA 18711

(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.

Wage Rate: Bacon-Davis - General Decision Number: PA20220095 09/02/2022

Superseded General Decision Number: PA20210095

State: Pennsylvania

Construction Type: Building

County: Luzerne County in Pennsylvania.

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

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658.

Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	Executive Order 14026 generally applies to the contract. The contractor must pay all covered workers at least \$15.00 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2022.
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If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	Executive Order 13658 generally applies to the contract. The contractor must pay all covered workers at least \$11.25 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2022.
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The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at <https://www.dol.gov/agencies/whd/government-contracts>.

Modification Number	Publication Date
0	01/07/2022
1	01/14/2022
2	02/11/2022
3	02/25/2022
4	04/01/2022
5	06/10/2022
6	07/08/2022
7	09/02/2022

* ASBE0038-006 07/01/2022

	Rates	Fringes
ASBESTOS WORKER/HEAT & FROST INSULATOR (MECHANICAL- Duct, Pipe & Mechanical System Insulation).....	\$ 37.43	23.57

BOIL0013-008 01/01/2022

	Rates	Fringes
BOILERMAKER.....	\$ 50.17	34.96

BRPA0005-072 05/01/2018

	Rates	Fringes
TILE FINISHER.....	\$ 28.94	14.60
TILE SETTER.....	\$ 31.45	15.50

BRPA0005-078 05/03/2020

	Rates	Fringes
BRICKLAYER (Including Pointing, Caulking, and Cleaning).....	\$ 34.94	17.70
MASON - STONE.....	\$ 34.94	17.70

CARP0445-001 06/01/2021

	Rates	Fringes
CARPENTER (Including Acoustical Ceiling Installation; Drywall Hanging; Floor Laying-Carpet and Vinyl; Form Work).....	\$ 31.78	18.31

ELEC0163-007 06/01/2021

	Rates	Fringes
ELECTRICIAN (Includes Installation of Sound and Communication Systems, HVAC/Temperature Controls Installation, and Low Voltage Wiring).....	\$ 37.36	23.37

 ELEV0084-005 01/01/2022

	Rates	Fringes
ELEVATOR MECHANIC.....	\$ 54.10	36.885+a+b

FOOTNOTES:

A. VACATION CREDIT: Employer contributes 8% basic hourly rate for 5 years or more of service as vacation pay credit, and 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 Year's Day; Memorial Day; Independence Day; Labor Day; Veteran's Day; Thanksgiving Day and the Friday after Thanksgiving Day, and Christmas Day.

 ENGI0066-039 06/12/2017

	Rates	Fringes
POWER EQUIPMENT OPERATOR Pump.....	\$ 29.58	20.15

 ENGI0542-038 05/01/2018

	Rates	Fringes
POWER EQUIPMENT OPERATOR Backhoe/ Excavator/ Trackhoe, Bulldozer, Hoist (With Two Towers), Mechanic, Loader.....	\$ 35.73	24.71
Bobcat/ Skid Steer/ Skid Loader, Roller.....	\$ 35.73	24.71
Concrete Pump.....	\$ 38.26	25.46
Crane.....	\$ 38.26	25.46
Forklift (20 ft and over, excludes masonry work).....	\$ 35.73	24.71
Forklift (Lull or similar, excludes masonry work).....	\$ 33.01	23.90
Hoist (Single Drum), Forklift (under 20 ft).....	\$ 33.01	23.90
Oiler.....	\$ 30.54	23.18

IRON0404-028 07/01/2022

	Rates	Fringes
IRONWORKER (Ornamental, Structural, & Reinforcing).....	\$ 35.26	31.13

LABO0130-011 05/01/2017

	Rates	Fringes
LABORER		
Asbestos Abatement: Removal from Floors, Walls, Ceilings and Mechanical Systems.....	\$ 22.80	16.88
Common or General; Concrete Worker.....	\$ 20.80	16.88
Forklift (Masonry Work Only).....	\$ 24.82	16.88
Mason Tender-Brick.....	\$ 23.32	16.88
Mason Tender-Stone.....	\$ 23.32	16.88
Scaffold Builder (Brick and Masonry only).....	\$ 23.32	16.88

PAIN0041-002 05/01/2014

	Rates	Fringes
PAINTER (Brush, Roller, Spray, and Drywall Finishing/Taping).....	\$ 27.95	16.12

PLAS0592-038 06/01/2022

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 36.48	13.80

PLUM0524-011 12/01/2021

	Rates	Fringes
PLUMBER.....	\$ 46.24	21.57

PLUM0524-012 12/01/2021

	Rates	Fringes
PIPEFITTER (Includes HVAC Pipe Installation).....	\$ 46.24	21.57

ROOF0030-004 05/01/2021

	Rates	Fringes
ROOFER (Excludes Metal Roof Installation and Waterproofing).....	\$ 31.00	20.86

 SFPA0669-004 04/01/2022

	Rates	Fringes
SPRINKLER FITTER (Fire Sprinklers).....	\$ 42.29	27.23

 SHEE0044-010 05/01/2021

	Rates	Fringes
SHEET METAL WORKER (Includes HVAC Duct and Metal Roof Installation).....	\$ 31.60	26.65

 * UAVG-PA-0020 01/01/2016

	Rates	Fringes
LABORER: Mason Tender - Cement/Concrete.....	\$ 24.12	15.99

 SUPA2011-053 08/20/2014

	Rates	Fringes
OPERATOR: Drill.....	\$ 28.55	15.78
OPERATOR: Gradall.....	\$ 32.70	18.43
OPERATOR: Grader/Blade.....	\$ 32.51	17.98
OPERATOR: Paver (Asphalt, Aggregate, and Concrete).....	\$ 33.01	18.37
ROOFER: Waterproofing Only.....	\$ 28.60	18.02
TRUCK DRIVER: Dump Truck.....	\$ 23.36	7.60

 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.

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END OF GENERAL DECISION

(End of Clause)

See attached document: flooring specs.

See attached document: flooring drawings.

End of Document