

SOLICITATION, OFFER, AND AWARD (Construction, Alteration, or Repair)	1. SOLICITATION NUMBER 36C24425R0007	2. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)	3. DATE ISSUED	PAGE OF PAGES 1 44
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IMPORTANT - The "offer" section on the reverse must be fully completed by offeror.

4. CONTRACT NUMBER	5. REQUISITION/PURCHASE REQUEST NUMBER	6. PROJECT NUMBER 595-22-115
7. ISSUED BY Department of Veterans Affairs Network Contracting Office 4 Attn: Keneisha Coleman, CS 1010 Delafield Rd. Bldg 32 Pittsburgh PA 15215	CODE 00244	8. ADDRESS OFFER TO See attached delivery schedule
9. FOR INFORMATION CALL:	a. NAME Keneisha Coleman	b. TELEPHONE NUMBER (Include area code) (NO COLLECT CALLS) 814-505-9032

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)

Lebanon-Altoona MATOC Task Order Solicitation for Project 595-22-115 Correct HVAC SPS, Lebanon VAMC. Contractor shall provide all labor, material, equipment, permits (including permit costs) and supervision to provide all labor, materials, tools, equipment, permits, testing, and reports required to make the necessary corrections to the HVAC system in the Lebanon VAMC Sterile Processing Service (SPS) center located in Building 1 on the ground floor.

All work is required to be performed in accordance to the Specifications and Drawing attached to this Solicitation.

This project is being solicited only to MATOC contractors that have a Multiple Award Task Order Contracts (MATOC) for the Lebanon-Altoona VA Medical Centers. This request for proposal (RFP) will result in a stand alone task order that will incorporate all terms and conditions from your base contract and requires your signature. The North American Industry Classification System (NAICS) Code is 236220 Size Standard is \$45 Million

Period of Performance is 243 days from NTP.

Liquidated damages in the amount of \$3,313.68 dollars a day apply to this project.

Magnitude of Construction is \$1,000,000 to \$5,000,000

VAAR Clause 852.219-75 must be signed and returned with the proposal.

Proposals must be provided electronically to: Keneisha.Coleman@va.gov and Christopher.McDevitt@va.gov.

11. The Contractor shall begin performance within 15 calendar days and complete it within 243 calendar days after receiving award, notice to proceed. This performance period is mandatory negotiable. (See 52.211-10).

12a. THE CONTRACTOR MUST FURNISH ANY REQUIRED PERFORMANCE AND PAYMENT BONDS? (If "YES," indicate within how many calendar days after award in Item 12B.) <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	12b. CALENDAR DAYS 10
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13. ADDITIONAL SOLICITATION REQUIREMENTS:
- a. Sealed offers in original and 1 electronically copies to perform the work required are due at the place specified in Item 8 by 11:00 AM EDT (hour) local time 11-27-2024 (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)

16. REMITTANCE ADDRESS (Include only if different than Item 14.)

CODE

FACILITY CODE

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

AMOUNTS

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

19. ACKNOWLEDGMENT OF AMENDMENTS

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

AMENDMENT
NUMBER

DATE.

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

20b. SIGNATURE

20c. OFFER DATE

AWARD (To be completed by Government)

21. ITEMS ACCEPTED:

22. AMOUNT

23. ACCOUNTING AND APPROPRIATION DATA

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

ITEM

25. OTHER THAN FULL AND OPEN COMPETITION PURSUANT TO
 10 U.S.C. 2304(c)() 41 U.S.C. 3304(a) ()

26. ADMINISTERED BY

00244

Department of Veterans Affairs
Network Contracting Office 4
1010 Delafield Road
Building 32
Pittsburgh PA 15215

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

CONTRACTING OFFICER WILL COMPLETE ITEM 28 OR 29 AS APPLICABLE

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.

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

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

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

Christopher McDevitt
Contracting Officer

30b. SIGNATURE

30c. DATE

31b. UNITED STATES OF AMERICA

31c. AWARD DATE

BY

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A.3 Pricing Schedule

CLIN	DESCRIPTION OF ITEMS/ SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	<p>Project 595-22-115 Correct HVAC SPS, Lebanon VAMC</p> <p>Base Price: Provide all labor, materials, tools, equipment, permits, testing, and reports required to make the necessary corrections to the HVAC system in the Lebanon VAMC Sterile Processing Service (SPS) center located in Building 1 on the ground floor.</p>	1.00	JB	\$ _____	\$ _____
				GRAND TOTAL	\$ _____

A.4 STATEMENT OF WORK

STATEMENT OF WORK:

Correct HVAC system for the SPS

Project #595-22-115

1. The scope of work shall generally consist of but is not limited to the following: providing all labor, materials, tools, equipment, permits, testing, and reports required to make the necessary corrections to the HVAC system in the Lebanon VAMC Sterile Processing Service (SPS) center located in Building 1 on the ground floor. The project will include minor de-construction, minor demolition, floor repairs, lights, ceilings, alarm systems, fire suppression, plumbing, cameras, electrical/information technology cabling, system controls, heating ventilation air conditioning (HVAC), pipe, some concrete, and associated structural component confirmation as shown on drawings and specifications. F

2. The exterior work includes removal and reinstallation of a new air handler and all associated equipment on the existing roof of Building 1. This will require the use of a crane and specialized safety equipment in the Lebanon VA Building 1 courtyard. The courtyard allows patients and staff access in and out of Building 1 and is an approved emergency egress path that must be maintained. During any operations that will be conducted in that courtyard, special precautions will be required such as advance warning signage being posted notifying patients and staff of the potential hazards, approved walk thru scaffolding in place to provide a protected pathway from exterior doors thru high risk areas, having contractor positioned at doorways for controlling pedestrian traffic, and may require operation to be performed outside of normal business hours (7:00am to 5:00pm Monday thru Friday). It shall be the contractor's responsibility to ensure that courtyard is clear of construction material, scaffolding is secure and inspected, and that nothing impedes the path of egress through the courtyard.

3. Interior work shall consist of mainly construction of drywall ceilings and duct work relocating but will also include work associated with minor de-construction and demolition of ceilings, floors, walls, lights, alarm systems, fire suppression, plumbing, cameras/security system, information technology cabling, electrical, system controls, doors, signage, pipes, welding, installation of HVAC, pipe and duct insulation with labels and other associated work as shown on drawings and specifications. Infection control will be paramount during the construction portion of this project to ensure patient safety is protected. All equipment that remains in the space shall be protected from

damage and debris by the contractor. Negative air with a monitor and log shall be required and inspectable, sticky mats at all points of entry back into the hospital will be required and daily site maintenance shall be required. If negative air cannot be maintained, it shall be the prime contractor's responsibility to stop all work until safety standards are met. All contractors and subcontractor shall be required to wear proper protective equipment on the job, and any failure to adhere will be considered the prime contractor's responsibility to correct.

4. The contractor shall be responsible to provide a contract for a third-party commissioning service to conduct the testing and balancing for the unit and ensure the SPS is within the specified tolerance for the area. The government will not be able to accept the work if without a certified letter validating the system is operating properly and the balancing as noted on the drawings has been met.

5. This project shall be bid as the price to complete all interior, exterior work, installation of equipment and commissioning as identified in the drawings and specifications. All work shall be completed within 243 calendar days from receipt of Notice to Proceed.

INFORMATION REGARDING BIDDING MATERIAL, BID GUARANTEE AND BONDS

- (a) Bidding materials consisting of drawings, specifications and contract forms will ONLY be provided only to (prime) MATOC contractors that have a Multiple Award Task Order Contracts (MATOC) for the Lebanon - Altoona VA Medical Centers. Request for Proposal number 36C24423R0014 will contain plans, specifications, and amendments.
- (b) An offer guarantee is required in an amount not less than **20 percent** of the offer price but shall not exceed \$3,000,000.00 Bid Bond/Offer Guarantee is to be executed on an SF 24. Failure to furnish the required offer guarantee on the proper form and amount, by the time set on the proposal due date, will require rejection of the offer in all cases except those listed in FAR 28.101-4, and may be cause for rejection even then.
- (c) The offeror to whom award is made will be required to furnish two (2) bonds, a Payment Bond to be executed on the SF 25A and a Performance Bond to be executed on the proper SF 25, each in the penal sum as noted in the General Conditions of the Specification. Copies of the SF 25 and SF 25A can be obtained upon application to the issuing office.
- (d) **Disclosure of the magnitude of construction:** Between \$1,000,000 and \$5,000,000.

INSTRUCTIONS, CONDITIONS AND OTHER STATEMENTS TO BIDDERS/OFFERORS

PROPOSAL INFORMATION

1. A preproposal site visit will be held on October 22, 2024 at 6:30 AM. All contractors will meet at the Building 19 Main Entrance, Lebanon VAMC, Pittsburgh, PA.
 2. At the time of submission, all Offerors must be a SDVOSB concern, verified and active in VETCERT Database for eligibility.
 3. The VA intends to use the “Best Value” tradeoff process source selection approach in accordance with FAR 15.101-1. Award will be made to the responsive responsible offeror whose offer in conformance with this solicitation, results in the best value to the Government, price plus other factors considered.
 4. Wage Determination PA20240093 10/19/2024 is attached. Contractor is responsible to ensure the Wage determination current at the time of award is used and will apply for the duration of the contract.
 5. Proposal Due Date: Proposal Volumes are due by the date and time set for the receipt of proposals shown on the SF 1442.
- Note: The due date for receipt of Past Performance Questionnaires from your references is the same as the date and time set for the receipt of proposals.
6. Proposals are to be provided electronically via email to: Keneisha.Coleman@va.gov and Christopher.McDevitt@va.gov. Ensure Past Performance and Price are sent as 2 separate PDF files, failure to do so could result in your disqualification from the bidding process. Contractors are responsible to ensure the Contracting Officer receives their proposal either via email or phone at 814-505-9032 and 412-225-7288.
 7. All Request for Information (RFIs) are due October 29, 2024 by 2:00 PM EST. RFIs will not be accepted after that date.
 8. Liquidated damages for this procurement is \$3,313.68 and will be assessed for each calendar day after the Contract Completion Date.
 9. Drawings and Specifications are attached to this solicitation.

INSTRUCTIONS TO OFFERORS

PROCEDURES FOR SUBMITTAL OF OFFERS AND PROPOSAL EVALUATION CRITERIA

1. Overview.

- 1.1 The intent of this solicitation is to select one contractor to provide professional construction services in accordance with the Statement of Work (SOW), Drawings, Specifications, etc. for the 595-22-115 Correct HVAC SPS project at Lebanon VAMC.
- 1.2 The Government intends to use the “Best Value” tradeoff process source selection approach in accordance with FAR 15.101-1. Award will be made to the responsible offeror whose proposal conforms to the solicitation’s requirements and represents best value to the Government. The Government reserves the right to award a contract to other than the lowest-priced offeror or other than the most-highly rated offeror.

2. Submittal of Proposals.

- 2.1 Offerors submitting proposals for this project must limit submissions to data essential for evaluation of proposals so that a minimum of time and monies will have been expended in preparing information required herein. **However, in order to be effectively and equitably evaluated, the proposals must include information sufficiently detailed to clearly describe the offeror's Past Performance, and Price, to successfully complete the project.** Innovative, creative, or cost-saving proposals that meet or exceed the requirements should be clearly noted and justified in the proposal.
- 2.2 Offerors must comply with the detailed instructions for the format and content of the proposal. Proposals that do not comply with the detailed instructions may be rejected.

The Offeror must complete and submit Offer on Standard Form 1442. The Offeror must submit a price based on the line items. Note: If discussions or negotiations occur, the Government may require additional cost information.

1. Discounts: Prompt payment discounts will not be considered in the evaluation of offers.
 2. In the event a minor clerical error has occurred, the Offeror may be given an opportunity to correct the minor error within the constraints of the “clarifications” process or the Contracting Officer determines discussions are required.
- 2.3 All proposal materials must be submitted in the format and sequence described below:

Volume I Past Performance (PDF)

- Cover Page
- Table of Contents

- Section 1: General Company/Team Narrative

- Section 2: Past Performance
 - 2.1 Narrative

- Section 3: Exhibits, including:
 - 3.1 Exhibit A – Statement of Prior Experience
 - 3.2 Exhibit B – Subcontractor Information and Consent Form
 - 3.3 Exhibit C – Past Performance Questionnaires (PPQs)
 - 3.4 Exhibit D – Sample Transmittal Letter and Past Performance Evaluation Questionnaire

- Section 4: Attachments, including the following required items:
 - 4.1 Offeror Organizational Chart
 - 4.2 Project Organizational Chart
 - 4.3 Resumes / Statements of Qualifications for Prime and Sub Contractor Personnel in Key Roles
 - 4.4 Tentative Project Schedule
 - 4.5 Contractor Pre-Award OSHA Evaluation Form
 - 4.6 OSHA/EPA Certification Letter
 - 4.7 Experience Modification Rate (EMR) Rating

Volume II Price Proposal (Separate PDF file)

- Cover Page

- Table of Contents

- Standard Form 1442, Proposal Pricing Page, and any additional submissions such as Certs and Reqs and Bonding

2.4 Proposal materials must meet the following submission requirements:

Volume I:

1. Volume I must be submitted as a single PDF file containing the Cover Page and all numbered pages of the Volume I combined and shall have electronic bookmarks for each section. Filename shall include “Volume I” and an indication of your company name.

2. Contents of the proposal and responses on forms must be typed using 12-point Times New Roman font. Packages that are handwritten or are scanned/produced with low resolution such that text is illegible or non-searchable will not be evaluated. Past Performance Questionnaires and other references from third parties are permitted to include handwritten content. In all cases, clear and legible content is greatly preferred and is more effectively evaluated.

3. All pages of Proposal shall be 8.5”x11” Portrait orientation, except as permitted herein.
4. Failure to place the required submission information under the appropriate tab or in the correct location or format may result in a lower rating if the evaluators cannot readily find the appropriate information.
5. Company advertising literature must not be included.
6. All pages in Volume I after the Cover Sheet shall be sequentially numbered in the lower right corner beginning with “1”, including all Attachments and Exhibits.
7. Each Section of the Volume I shall be separated by a tabbed divider labeled with a unique identifier keyed to the Table of Contents.
8. The combination of Table of Contents, Section 1, Section 2, and Section 3 in Volume I shall have a strict page limit of 25 pages. Front and back side use of a single page will count as 2 pages. Any pages between the Cover Sheet and the Table of Contents in Volume I will not be reviewed nor evaluated. Any pages prior to Section 4 in Volume I beyond the specified 25-page limit will not be reviewed nor evaluated.
9. Cover Pages shall include signatures of (an) Authorized Representative(s) of your firm.
10. Tables of Contents shall be comprehensive, listing all Sections, Subsections, Figures, Attachments, and Exhibits in that Volume, with starting page numbers or page ranges indicated.
11. Section 1 – General Company/Team Narrative
 - a. One (1) page maximum
12. Section 2 – Past Performance Narrative:
 - a. Provide a clear and concise narrative to summarize Past Performance including elements indicated immediately below, in a sequence you choose.
 - b. Highlight the currency and relevance of the prior project information submitted under Exhibit A, Part 1 – Relevant Prior Project Experience for Prime and Sub Contractors. Reference Exhibit A.
 - c. Briefly summarize the cited project references that were submitted in the PPQs and in the Exhibit B written reference attachments. Reference Exhibits A and B.
 - d. Reference attachment of Contractor Pre-Award OSHA Evaluation Form and associated attached forms.

- e. Reference attachment of OSHA/EPA Certification Letter.
- f. Reference attachment of Offeror's current Experience Modification Rate (EMR) Rating.
- g. For the prior projects submitted 1.) under Exhibit A, with associated PPQs submitted in Exhibit C, or 2.) under Exhibit B with associated written references attached in Exhibit B, **describe the prior project participation by individuals being assigned to key roles for the project being solicited.**
- h. Provide information regarding the assessment of liquidated damages on any contracts within the last five years upon Prime Contractor or a named Sub Contractor (include frequency, circumstances, severity of problem, project name and type, etc.). If none, indicate none have occurred.
- i. Offerors may provide information on problems encountered on the identified contracts and the corrective action taken, if desired.
- j. Offeror may include additional Past Performance considerations to the degree that they meet the limitations and requirements of this RFP.
 - i. Information provided shall be limited to the period starting 5 years prior to the solicitation release date.
 - ii. You may note Professional/Industry awards (Identify award type, date of award, and optionally attach copy of certificate if applicable), including Letters of appreciation, recognition or commendations.

13. Section 4 – Exhibits:

- a. All Exhibits shall be submitted in Section 4, in sequence by designated letter.
- b. Reference Exhibits in narrative text and where otherwise deemed appropriate. Each reference to an Exhibit in narratives shall indicate the Exhibit's resultant page number in Volume 1, e.g., *Refer to Exhibit B, page 35.*
- c. Exhibit A – Statement of Prior Experience
 - i. Submit up to four (4) Exhibit A, Part 1 forms
 - ii. Submit one (1) Exhibit A, Part 2 form
- d. Exhibit B – Subcontractor Consent and Reference Form
 - i. Submit one (1) Exhibit B form from each Subcontractor / Teaming Partner named in Exhibit A, Part 2.
 - ii. Associated written references may be attached directly to each instance of Exhibit B.

- e. Exhibit C – Past Performance Questionnaires (PPQs)
 - i. PPQs submitted must be directly associated with Prior Experience Projects for Prime / Sub Contractors submitted on Exhibit A, Part 1 forms.
 - ii. Confidence information from References in the form of PPQs must be submitted for this procurement using Exhibit C, Past Performance Questionnaire, transmitted via Exhibit D, Sample Transmittal Letter and Past Performance Evaluation Questionnaire.
- f. Exhibit D – Sample Transmittal Letter and Past Performance Evaluation Questionnaire

14. Section 5 – Attachments

- a. All Attachments shall be submitted in Section 5, in sequence as determined by Offeror.
- b. All Attachments shall be labeled with a numerical indicator, e.g., *Attachment 1*.
- c. Reference Attachments in narrative text or where otherwise deemed appropriate. Each reference to an Attachment in narratives shall indicate the Attachment's resultant page number in Volume 1, e.g., *Refer to Attachment 2, page 57*.
- d. Required Attachments are indicated under Part 2 of Instructions to Offerors above, Submittal of Proposals.
- e. The Offeror Organizational Chart, one (1) page maximum, shall indicate the Offeror's key organizational roles and the individuals in those roles.
- f. The Project Organizational Chart, one (1) page maximum, shall identify key roles from the Prime and Sub Contractors for the project being solicited and the individuals being assigned to those roles.
- g. Resumes / Statements of Qualifications for Prime and Sub Contractor Personnel in **Key Roles shall present data only for individuals in key roles as designated in the Project Organizational Chart.**
- h. Tentative Project Schedule in Volume I shall be in **11"x17" Landscape orientation** for legibility.
- i. Contractor Pre-Award OSHA Evaluation Form from this RFP shall be completed and submitted, including attachment of OSHA 300/300a Forms.

- j. OSHA/EPA Certification Letter may be certified by an authorized representative. Certify that the 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. Provide a detailed explanation if the number exceeds the criteria listed.
- k. Experience Modification Rate (EMR) Rating must be completed by the Insurance Provider. State Offeror's current EMR rating and their ratings over at least the previous three years. Current EMR rating should be less than or equal to 1.0. Provide a detailed explanation if the number exceeds the criteria listed.
- l. Optional Attachments are as follows:
 - i. Subcontractor Organizational Chart - one (1) page maximum for each named Subcontractor.

15. Information not indicated above to be included in the Proposal as an Exhibit or an Attachment shall be noted in the most appropriate narrative section.

Volume II:

- 1. Volume II must be submitted as a separate PDF email directly to the contracting officer listed below.
- 2.5 All proposals will be submitted as two separate PDF files one for Volume I and one for Volume II. Email both to Contract Specialist and Contracting Officer listed below:

Keneisha.Coleman@va.gov and Christopher.McDevitt@va.gov

No hard copies will be accepted. Per federal regulation, a digital submission will not be considered late if it is submitted by close of business day prior to the submission due date. Close of business is defined by the FAR as 4:30 pm based off the time zone of the contracting office is located.

Any submission that arrives after the due date and time will be considered late. The VA will determine proposal arrival time by the timestamp of the email containing the proposal.

3. Proposal Evaluation Process.

- 3.1 A Source Selection Evaluation Board (SSEB) comprised of representatives of the Department of Veterans Affairs will evaluate the proposals. SSEB may also include Architect and Engineering firm non-voting members. **The identities of the SSEB personnel are confidential, and any attempt by the offerors to contact these individuals is prohibited.** The evaluation will be based on the content of the submitted proposal and any subsequent discussions initiated by the Government, as well as information obtained

from other sources, e.g., past performance information. Offerors are advised that the technical evaluation and rating of proposals will be conducted in strict confidence in that technical ability and past performance information submitted will be reviewed and rated without knowledge of the price offered. During deliberation, the number and identities of offerors will not be revealed to anyone who is not involved in the evaluation and award process or to other offerors.

- 3.2** Proposals will be evaluated in accordance with the Evaluation Factors identified below. Past Performance is significantly more important than Price.

Evaluation Factor 1 – Past Performance

Evaluation Factor 2 – Price

- 3.3** Offerors will be evaluated in terms of the Offeror's ability to meet or exceed the project's requirements as identified in the SOW. Proposals demonstrating an ability to exceed specified requirements may be rated higher in those areas than proposals demonstrating only the ability to meet requirements. Offerors are reminded to include their best technical and price terms in their initial offer and not automatically assume that they will have an opportunity to participate in negotiation discussions or be asked to submit a revised offer. In accordance with FAR 15.306(a)(2), if award will be made without conducting discussions, offerors may be given the opportunity to clarify certain aspects of their proposals, e.g., the relevance of an offeror's Past Performance information and adverse Past Performance information to which the offeror has not previously had an opportunity to respond, or to resolve minor clerical errors. The Government intends to make award to a responsible Offeror submitting a conforming proposal without discussions, if deemed to be in the best interest of the Government.

4. Evaluation Factors

4.1 Evaluation Factor 2 – Past Performance

Past Performance is one indicator of an Offeror's ability to perform the contract successfully. The currency and relevance of the information, sources of the information, context of the data, and general trends in the Prime Contractor's performance will be considered in the evaluation. The evaluation will also take into account past performance information regarding individuals in key roles and named Subcontractors that will perform major or critical aspects of the project being solicited. The Past Performance information will be reviewed to determine the quality and usefulness as it applies to a performance confidence assessment. Evaluation Criteria are indicated below for Past Performance. Past Performance will be evaluated in accordance with FAR 15.305(a)(2). Recency and Relevancy and Confidence will be equally weighted.

a) Recency and Relevancy:

The SSEB will determine the relevance of similar Past Performance information submitted. The SSEB will evaluate the prior project information identified in Exhibit A and Exhibit B for relevance to the project being solicited. The VA requests three (3) construction projects that best illustrate the contractor's prime and subcontractor team's qualifications, as exhibited by projects completed within the past five (5) years. This documentation shall be submitted in accordance with Exhibit A, Past Performance

Relevancy Questionnaire. The document should be written to show the team's construction performance and qualifications within projects of a similar construction complexity and cost.

The past performance section shall not exceed four (4) pages and shall be rated based on recent and relevant project submittals. Please provide:

Project description, at a minimum the description should include scope, size and dollar value of the project and can include photographs, to determine recent and relevant past performance.

Show the participation of key personnel by name (identified previously with resume) in the listed projects. The offeror can also include the subcontractors by company name and staff member(s) who worked on the project. Including subcontractors may be beneficial to show the experience of the company in addition to the key personnel.

Include provided project point of contact (name, title, and phone number).

Please note the percentage of work that will be self-performed. Self-performed work is to be calculated at each stage of the project at no time should the prime contractor pay out more than 85% of any invoice received. Self-performed work is not the total for the project but throughout the project stages.

b) Confidence:

The SSEB will evaluate the degree of successful completion of the recent and relevant Past Performance identified in the proposal in response to submission requirements expressed in Volume I, Section 3, Past Performance, in Part 2 of the Instructions to Offerors, for the Prime Contractor and for the named Subcontractors/Teaming Partners. The SSEB will determine confidence based on how well the Past Performance work was performed. Information from the cited project references in the PPQs and Exhibit B written references will be utilized in the evaluation.

If PPQ's are not returned, contractors may submit adequate proof that they at least made the attempt to obtain these documents as evidence of compliance of directions.

Documentation of satisfactory performance of projects similar in size, dollar value, complexity, conditions, and scope will be considered to have met the minimum requirements of the RFP. Projects that are not determined to be similar in size, dollar value, complexity, conditions, and scope may not be considered.

The Government reserves the right to check any or all cited references to verify supplied information and to assess owner satisfaction as to quality, schedule, cost, and management. The Government may also use other tools including but not limited to CPARS, Vet Biz, Dunn & Bradstreet, Federal Awardee Performance and Integrity Information System (FAPIS), and Source Selection Evaluator personal knowledge of the contractor to gather documentation on past performance.

Offerors without a record of relevant past performance or for whom information on past performance is not available may not be evaluated favorably or unfavorably on past performance and shall receive a neutral rating for Past Performance.

Information provided on problems encountered on the projects identified in Exhibits A and B and the corrective action taken shall be rated based on the confidence portrayed by references for each of the projects identified.

Data presented in the OSHA/EPA information and in the EMR certification, as well as liquidated damages assessments and other Past Performance considerations submitted will be considered in the confidence evaluation.

4.2 Evaluation Factor 3 - Price

The price will be evaluated by the Government for being fair and reasonable, in accordance with FAR 15.404-1(a). The Government intends to award without discussions but reserves the right to conduct discussions, if that is determined to be in the best interest of the Government.

2.1 52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a Firm-Fixed-Price MATOC task order resulting from this solicitation.

(End of Provision)

2.2 52.225-12 NOTICE OF BUY AMERICAN REQUIREMENT— CONSTRUCTION MATERIALS UNDER TRADE AGREEMENTS (MAY 2014) ALTERNATE II (JUN 2009)

(a) *Definitions.* "Bahrainian, Mexican, or Omani construction material," "commercially available off-the-shelf (COTS) item," "construction material," "designated country construction material," "domestic construction material," and "foreign construction material," as used in this provision, are defined in the clause of this solicitation entitled "Buy American—Construction Materials Under Trade Agreements" (Federal Acquisition Regulation (FAR) clause 52.225-11).

(b) *Requests for determination of inapplicability.* An offeror requesting a determination regarding the inapplicability of the Buy American statute should submit the request to the Contracting Officer in time to allow a determination before submission of offers. The offeror shall include the information and applicable supporting data required by paragraphs (c) and (d) of FAR clause 52.225-11 in the request. If an offeror has not requested a determination regarding the inapplicability of the Buy American statute before submitting its offer, or has not received a response to a previous request, the offeror shall include the information and supporting data in the offer.

(c) Evaluation of offers.

(1) The Government will evaluate an offer requesting exception to the requirements of the Buy American statute, based on claimed unreasonable cost of domestic construction materials, by adding to the offered price the appropriate percentage of the cost of such foreign construction material, as specified in paragraph (b)(4)(i) of FAR clause 52.225-11.

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

(d) Alternate offers.

(1) When an offer includes foreign construction material, except foreign construction material from a designated country other than Bahrain, Mexico, or Oman that is not listed by the Government in this solicitation in paragraph (b)(3) of FAR clause 52.225-11, the offeror also may submit an alternate offer based on use of equivalent domestic or designated country construction material other than Bahrainian, Mexican, or Omani construction material.

(2) If an alternate offer is submitted, the offeror shall submit a separate Standard Form 1442 for the alternate offer, and a separate price comparison table prepared in accordance with paragraphs (c) and (d) of FAR clause 52.225-11 for the offer that is based on the use of any

foreign construction material for which the Government has not yet determined an exception applies.

(3) If the Government determines that a particular exception requested in accordance with paragraph (c) of FAR clause 52.225-11 does not apply, the Government will evaluate only those offers based on use of the equivalent domestic or designated country construction material other than Bahrainian, Mexican, or Omani construction material. An offer based on use of the foreign construction material for which an exception was requested—

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

(End of Provision)

2.3 52.228-1 BID GUARANTEE (SEP 1996)

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

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

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

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

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

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

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

(End of Provision)

2.4 52.236-27 SITE VISIT (CONSTRUCTION) (FEB 1995) ALTERNATE I (FEB 1995)

(a) The clauses at 52.236-2, Differing Site Conditions, and 52.236-3, Site Investigations and Conditions Affecting the Work, will be included in any contract awarded as a result of this

solicitation. Accordingly, offerors or quoters are urged and expected to inspect the site where the work will be performed.

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

Tuesday, October 22, 2024 at 6:30 AM

(c) Participants will meet at—

Building 19 Entrance

(End of Provision)

REPRESENTATIONS AND CERTIFICATIONS

3.1 52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (JAN 2022) (JUL 2020) (DEVIATION)

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

(2) The small business size standard is \$45 Million.

(3) The small business size standard for a concern that submits an offer, other than on a construction or service acquisition, but proposes to furnish an end item that it did not itself manufacture, process, or produce is 500 employees if the acquisition—

(i) Is set aside for small business and has a value above the simplified acquisition threshold;

(ii) Uses the HUBZone price evaluation preference regardless of dollar value, unless the offeror waives the price evaluation preference; or

(iii) Is an 8(a), HUBZone, service-disabled veteran-owned, economically disadvantaged women-owned, or women-owned small business set-aside or sole-source award regardless of dollar value.

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

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

(i) Paragraph (d) applies.

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

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

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

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

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

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

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

(iii) 52.203-18, Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements or Statements—Representation. This provision applies to all solicitations.

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

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

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

(B) Exceed the simplified acquisition threshold; and

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

(vi) 52.204-26, Covered Telecommunications Equipment or Services—Representation. This provision applies to all solicitations.

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

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

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

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

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

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

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

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

(C) The provision with its Alternate II applies to solicitations that will result in a multiple-award contract with more than one NAICS code assigned.

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

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

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

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

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

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

(xix) 52.223-22, Public Disclosure of Greenhouse Gas Emissions and Reduction Goals--Representation. This provision applies to solicitations that include the clause at 52.204-7.)

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

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

(A) If the acquisition value is less than \$50,000, the basic provision applies.

(B) If the acquisition value is \$50,000 or more but is less than \$92,319, the provision with its Alternate II applies.

(C) If the acquisition value is \$92,319 or more but is less than \$100,000, the provision with its Alternate III applies.

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

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

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

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

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

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

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

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

(ii) 52.204-20, Predecessor of Offeror.

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

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

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

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

(vii) 52.227-6, Royalty Information.

(A) Basic.

(B) Alternate I.

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

(d) The Offeror has completed the annual representations and certifications electronically in SAM accessed through <https://www.sam.gov>. After reviewing the SAM information, the Offeror verifies by submission of the offer that the representations and certifications currently posted

electronically that apply to this solicitation as indicated in paragraph (c) of this provision have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below [*offeror to insert changes, identifying change by clause number, title, date*]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR Clause #	Title	Date	Change

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

(End of Provision)

GENERAL CONDITIONS

4.1 52.203-14 DISPLAY OF HOTLINE POSTER(S) (NOV 2021)

(a) *Definition.*

United States, as used in this clause, means the 50 States, the District of Columbia, and outlying areas.

(b) *Display of fraud hotline poster(s).* Except as provided in paragraph (c)—

(1) During contract performance in the United States, the Contractor shall prominently display in common work areas within business segments performing work under this contract and at contract work sites—

(i) Any agency fraud hotline poster or Department of Homeland Security (DHS) fraud hotline poster identified in paragraph (b)(3) of this clause; and

(ii) Any DHS fraud hotline poster subsequently identified by the Contracting Officer.

(2) Additionally, if the Contractor maintains a company website as a method of providing information to employees, the Contractor shall display an electronic version of the poster(s) at the website.

(3) Any required posters may be obtained as follows:

Poster(s)	Obtain From

(c) If the Contractor has implemented a business ethics and conduct awareness program, including a reporting mechanism, such as a hotline poster, then the Contractor need not display

any agency fraud hotline posters as required in paragraph (b) of this clause, other than any required DHS posters.

(d) *Subcontracts*. The Contractor shall include the substance of this clause, including this paragraph (d), in all subcontracts that exceed the threshold specified in Federal Acquisition Regulation 3.1004(b)(1) on the date of subcontract award, except when the subcontract—

- (1) Is for the acquisition of a commercial product or commercial service; or
- (2) Is performed entirely outside the United States.

(End of Clause)

4.2 52.211-10 COMMENCEMENT, PROSECUTION, AND COMPLETION OF WORK (APR 1984)

The Contractor shall be required to (a) commence work under this contract within 15 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 243 days after NTP. The time stated for completion shall include final cleanup of the premises.

(End of Clause)

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

(a) If the Contractor fails to complete the work within the time specified in the contract, the Contractor shall pay liquidated damages to the Government in the amount of \$3,313.68 for each calendar day of delay until the work is completed or accepted.

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

(End of Clause)

4.4 52.225-11 BUY AMERICAN—CONSTRUCTION MATERIALS UNDER TRADE AGREEMENTS (NOV 2021) (JUL 2020) (DEVIATION) ALTERNATE I (JAN 2021)

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

Bahrainian, Mexican, or Omani construction material means a construction material that—

- (1) Is wholly the growth, product, or manufacture of Bahrain, Mexico or Oman; or
- (2) In the case of a construction material that consists in whole or in part of materials from another country, has been substantially transformed in Bahrain, Mexico, or Oman into a new and different construction material distinct from the materials from which it was transformed.

Caribbean Basin country construction material means a construction material that—

- (1) Is wholly the growth, product, or manufacture of a Caribbean Basin country; or

(2) In the case of a construction material that consists in whole or in part of materials from another country, has been substantially transformed in a Caribbean Basin country into a new and different construction material distinct from the materials from which it was transformed.

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

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

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

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

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

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

Component means an article, material, or supply incorporated directly into a construction material.

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

Cost of components means—

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

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

Designated country means any of the following countries:

(1) A World Trade Organization Government Procurement Agreement (WTO GPA) country (Armenia, Aruba, Australia, Austria, Belgium, Bulgaria, Canada, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hong Kong, Hungary, Iceland, Ireland, Israel, Italy, Japan, Korea (Republic of), Latvia, Liechtenstein, Lithuania, Luxembourg, Malta, Moldova, Montenegro, Netherlands, New Zealand, Norway, Poland, Portugal, Romania,

Singapore, Slovak Republic, Slovenia, Spain, Sweden, Switzerland, Taiwan, Ukraine, or United Kingdom);

(2) A Free Trade Agreement (FTA) country (Australia, Bahrain, Chile, Colombia, Costa Rica, Dominican Republic, El Salvador, Guatemala, Honduras, Korea (Republic of), Mexico, Morocco, Nicaragua, Oman, Panama, Peru, or Singapore);

(3) A least developed country (Afghanistan, Angola, Bangladesh, Benin, Bhutan, Burkina Faso, Burundi, Cambodia, Central African Republic, Chad, Comoros, Democratic Republic of Congo, Djibouti, Equatorial Guinea, Eritrea, Ethiopia, Gambia, Guinea, Guinea-Bissau, Haiti, Kiribati, Laos, Lesotho, Liberia, Madagascar, Malawi, Mali, Mauritania, Mozambique, Nepal, Niger, Rwanda, Samoa, Sao Tome and Principe, Senegal, Sierra Leone, Solomon Islands, Somalia, South Sudan, Tanzania, Timor-Leste, Togo, Tuvalu, Uganda, Vanuatu, Yemen, or Zambia); or

(4) A Caribbean Basin country (Antigua and Barbuda, Aruba, Bahamas, Barbados, Belize, Bonaire, British Virgin Islands, Curacao, Dominica, Grenada, Guyana, Haiti, Jamaica, Montserrat, Saba, St. Kitts and Nevis, St. Lucia, St. Vincent and the Grenadines, Sint Eustatius, Sint Maarten, or Trinidad and Tobago).

Designated country construction material means a construction material that is a WTO GPA country construction material, an FTA country construction material, a least developed country construction material, or a Caribbean Basin country construction material.

Domestic construction material means—

(1) For construction material that does not consist wholly or predominantly of iron or steel or a combination of both—

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

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

(A) The cost of its components mined, produced, or manufactured in the United States exceeds 55 percent of the cost of all its components. Components of foreign origin of the same class or kind for which nonavailability determinations have been made are treated as domestic. Components of unknown origin are treated as foreign; or

(B) The construction material is a COTS item; or

(2) For construction material that consists wholly or predominantly of iron or steel or a combination of both, a construction material manufactured in the United States if the cost of foreign iron and steel constitutes less than 5 percent of the cost of all components used in such construction material. The cost of foreign iron and steel includes but is not limited to the cost of foreign iron or steel mill products (such as bar, billet, slab, wire, plate, or sheet), castings, or forgings utilized in the manufacture of the construction material and a good faith estimate of the cost of all foreign iron or steel components excluding COTS fasteners. Iron or steel components of unknown origin are treated as foreign. If the construction material contains multiple components, the cost of all the materials used in such construction material is calculated in accordance with the definition of “cost of components”.

Fastener means a hardware device that mechanically joins or affixes two or more objects together. Examples of fasteners are nuts, bolts, pins, rivets, nails, clips, and screws.

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

Foreign iron and steel means iron or steel products not produced in the United States. Produced in the United States means that all manufacturing processes of the iron or steel must take place in the United States, from the initial melting stage through the application of coatings, except metallurgical processes involving refinement of steel additives. The origin of the elements of the iron or steel is not relevant to the determination of whether it is domestic or foreign.

Free Trade Agreement country construction material means a construction material that—

(1) Is wholly the growth, product, or manufacture of a Free Trade Agreement (FTA) country; or

(2) In the case of a construction material that consists in whole or in part of materials from another country, has been substantially transformed in a FTA country into a new and different construction material distinct from the materials from which it was transformed.

Least developed country construction material means a construction material that—

(1) Is wholly the growth, product, or manufacture of a least developed country; or

(2) In the case of a construction material that consists in whole or in part of materials from another country, has been substantially transformed in a least developed country into a new and different construction material distinct from the materials from which it was transformed.

Predominantly of iron or steel or a combination of both means that the cost of the iron and steel content exceeds 50 percent of the total cost of all its components. The cost of iron and steel is the cost of the iron or steel mill products (such as bar, billet, slab, wire, plate, or sheet), castings, or forgings utilized in the manufacture of the product and a good faith estimate of the cost of iron or steel components excluding COTS fasteners.

Steel means an alloy that includes at least 50 percent iron, between 0.02 and 2 percent carbon, and may include other elements.

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

WTO GPA country construction material means a construction material that—

(1) Is wholly the growth, product, or manufacture of a WTO GPA country; or

(2) In the case of a construction material that consists in whole or in part of materials from another country, has been substantially transformed in a WTO GPA country into a new and different construction material distinct from the materials from which it was transformed.

(b) *Construction materials*.

(1) This clause implements 41 U.S.C. chapter 83, Buy American, by providing a preference for domestic construction material. In accordance with 41 U.S.C. 1907, the domestic content test of the Buy American statute is waived for construction material that is a COTS item, except that for construction material that consists wholly or predominantly of iron or steel or a combination of both, the domestic content test is applied only to the iron and steel content of the construction material, excluding COTS fasteners. (See FAR 12.505(a)(2)). In addition, the Contracting Officer has determined that the WTO GPA and all the Free Trade Agreements except the Bahrain FTA, United States-Mexico-Canada Agreement, and the Oman FTA apply to this acquisition. Therefore, the Buy American statute restrictions are waived for designated country construction materials other than Bahrainian, Mexican, or Omani construction materials.

(2) The Contractor shall use only domestic or designated country construction material other than Bahrainian, Mexican, or Omani construction material in performing this contract, except as provided in paragraphs (b)(3) and (b)(4) of this clause.

(3) The requirement in paragraph (b)(2) of this clause does not apply to information technology that is a commercial item or to the construction materials or components listed by the Government as follows:

None

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

(i) The cost of domestic construction material would be unreasonable. The cost of a particular domestic construction material subject to the restrictions of the Buy American statute is unreasonable when the cost of such material exceeds the cost of foreign material by more than 20 percent;

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

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

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

(1)(i) Any Contractor request to use foreign construction material in accordance with paragraph (b)(4) of this clause shall include adequate information for Government evaluation of the request, including—

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

(B) Unit of measure;

(C) Quantity;

(D) Price;

(E) Time of delivery or availability;

(F) Location of the construction project;

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

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

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

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

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

(2) If the Government determines after contract award that an exception to the Buy American statute applies and the Contracting Officer and the Contractor negotiate adequate consideration, the Contracting Officer will modify the contract to allow use of the foreign construction material. However, when the basis for the exception is the unreasonable price of a domestic construction material, adequate consideration is not less than the differential established in paragraph (b)(4)(i) of this clause.

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

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

Foreign and Domestic Construction Materials Price Comparison

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

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

[Include other applicable supporting information.]

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

(End of Clause)

4.5 SUPPLEMENTAL INSURANCE REQUIREMENTS

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

(a) Workers' compensation and employers liability: Contractors are required to comply with applicable Federal and State workers' compensation and occupational disease statutes. If occupational diseases are not compensable under those statutes, they shall be covered under the employer's liability section of the insurance policy, except when contract operations are so commingled with a Contractor's commercial operations that it would not be practical to require this coverage. Employer's liability coverage of at least \$100,000 is required, except in States with exclusive or monopolistic funds that do not permit workers' compensation to be written by private carriers.

(b) General Liability: \$500,000.00 per occurrences.

(c) Automobile liability: \$200,000.00 per person; \$500,000.00 per occurrence and \$20,000.00 property damage.

(d) The successful bidder must present to the Contracting Officer, prior to award, evidence of general liability insurance without any exclusionary clauses for asbestos that would void the general liability coverage.

(End of Clause)

4.6 52.236-1 PERFORMANCE OF WORK BY THE CONTRACTOR (APR 1984)

The Contractor shall perform on the site, and with its own organization, work equivalent to at least 15 percent of the total amount of work to be performed under the contract. This percentage may be reduced by a supplemental agreement to this contract if, during performing the work, the Contractor requests a reduction and the Contracting Officer determines that the reduction would be to the advantage of the Government.

(End of Clause)

4.7 52.244-2 SUBCONTRACTS (JUN 2020)

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

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

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

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

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

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

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

(2) Is fixed-price and exceeds—

(i) For a contract awarded by the Department of Defense, the Coast Guard, or the National Aeronautics and Space Administration, the greater of the simplified acquisition threshold, as defined in FAR 2.101 on the date of subcontract award, or 5 percent of the total estimated cost of the contract; or

(ii) For a contract awarded by a civilian agency other than the Coast Guard and the National Aeronautics and Space Administration, either the simplified acquisition threshold, as defined in FAR 2.101 on the date of subcontract award, or 5 percent of the total estimated cost of the contract.

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

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

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

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

(iii) Identification of the proposed subcontractor.

(iv) The proposed subcontract price.

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

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

(vii) A negotiation memorandum reflecting—

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

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

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

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

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

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

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

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

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

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

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

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

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

(h) The Contractor shall give the Contracting Officer immediate written notice of any action or suit filed and prompt notice of any claim made against the Contractor by any subcontractor or vendor that, in the opinion of the Contractor, may result in litigation related in any way to this

contract, with respect to which the Contractor may be entitled to reimbursement from the Government.

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

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

(End of Clause)

<u>FAR</u> <u>Number</u>	<u>Title</u>	<u>Date</u>
52.236-6	SUPERINTENDENCE BY THE CONTRACTOR	APR 1984
52.236-11	USE AND POSSESSION PRIOR TO COMPLETION	APR 1984
52.236-12	CLEANING UP	APR 1984
52.236-13	ACCIDENT PREVENTION	NOV 1991
52.236-21	SPECIFICATIONS AND DRAWINGS FOR CONSTRUCTION	FEB 1997
52.236-26	PRECONSTRUCTION CONFERENCE	FEB 1995
52.246-12	INSPECTION OF CONSTRUCTION	AUG 1996
<u>FAR</u> <u>Number</u>	<u>Title</u>	<u>Date</u>
52.246-21	WARRANTY OF CONSTRUCTION	MAR 1994

4.8 VAAR 852.219-73 VA NOTICE OF TOTAL SET-ASIDE FOR VERIFIED SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESSES (NOV 2022)

(a) *Definition.* for the Department of Veterans Affairs, “*Service-disabled Veteran-owned small business concern or SDVOSB*”:

(1) Means a small business concern—

(i) Not less than 51 percent of which is owned by one or more service-disabled Veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled Veterans or eligible surviving spouses (see VAAR 802.201, Surviving Spouse definition);

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

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

(iv) The business has been verified for ownership and control pursuant to 38 CFR part 74 and is listed in VA's Vendor Information Pages (VIP) database at <https://www.vetbiz.va.gov/vip/>; and

(v) The business will comply with VAAR subpart 819.70 and Small Business Administration (SBA) regulations regarding small business size and government contracting programs at 13 CFR parts 121 and 125, provided that any reference therein to a service-disabled veteran-owned small business concern or SDVO SBC, is to be construed to apply to a VA verified and VIPIlisted SDVOSB, unless otherwise stated in this clause.

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

(3) The term "small business concern" has the meaning given that term under section 3 of the Small Business Act (15 U.S.C. 632).

(4) The term "small business concern owned and controlled by Veterans with service-connected disabilities" has the meaning given the term "*small business concern owned and controlled by service-disabled veterans*" under section 3(q)(2) of the Small Business Act (15 U.S.C. 632(q)(2)), except that for a VA contract the firm must be listed in the VIP database (see paragraph (a)(1)(iv) of this clause).

(b) *General.*

(1) Offers are solicited only from VIP-listed SDVOSBs. Offers received from entities that are not VIP-listed SDVOSBs at the time of offer shall not be considered.

(2) Any award resulting from this solicitation shall be made to a VIP-listed SDVOSB who is eligible at the time of submission of offer(s) and at the time of award.

(3) The requirements in this clause apply to any contract, order or subcontract where the firm receives a benefit or preference from its designation as an SDVOSB, including set-asides, sole source awards, and evaluation preferences.

(c) *Representation.* Pursuant to 38 U.S.C. 8127(e), only VIP-listed SDVOSBs are considered eligible to receive award of a resulting contract. By submitting an offer, the prospective contractor represents that it is an eligible SDVOSB as defined in this clause, 38 CFR part 74, and VAAR subpart 819.70.

(d) *Agreement.* When awarded a contract action, including orders under multiple award contracts, an SDVOSB agrees that in the performance of the contract, the SDVOSB shall comply with requirements in VAAR subpart 819.70 and SBA regulations on small business size and government contracting programs at 13 CFR part 121 and part 125, including the non-manufacturer rule and limitations on subcontracting requirements in 13 CFR 121.406(b) and 13 CFR 125.6. Unless otherwise stated in this clause, a requirement in 13 CFR parts 121 and 125 that applies to an SDVO SBC, is to be construed to also apply to a VIP-listed SDVOSB. For the purpose of limitations on subcontracting, only VIP-listed SDVOSBs (including independent contractors) shall be considered eligible and/or "similarly situated" (i.e., a firm that has the same small business program status as the prime contractor). An otherwise eligible firm further agrees

to comply with the required certification requirements in this solicitation (see 852.219–75 or 852.219–76 as applicable). These requirements are summarized as follows:

(1) *Services*. In the case of a contract for services (except construction), the SDVOSB prime contractor will not pay more than 50% of the amount paid by the government to the prime for contract performance to firms that are not VIP-listed SDVOSBs (excluding direct costs to the extent they are not the principal purpose of the acquisition and the SDVOSB/ VOSB does not provide the service, such as airline travel, cloud computing services, or mass media purchases). When a contract includes both services and supplies, the 50 percent limitation shall apply only to the service portion of the contract.

(2) *Supplies/products*.

(i) In the case of a contract for supplies or products (other than from a non-manufacturer of such supplies), the SDVOSB prime contractor will not pay more than 50% of the amount paid by the government to the prime for contract performance, excluding the cost of materials, to firms that are not VIP-listed SDVOSBs. When a contract includes both supply and services, the 50 percent limitation shall apply only to the supply portion of the contract.

(ii) In the case of a contract for supplies from a non-manufacturer, the SDVOSB prime contractor will supply the product of a domestic small business manufacturer or processor, unless a waiver as described in 13 CFR 121.406(b)(5) has been granted. Refer to 13 CFR 125.6(a)(2)(ii) for guidance pertaining to multiple item procurements.

(3) *General construction*. In the case of a contract for general construction, the SDVOSB prime contractor will not pay more than 85% of the amount paid by the government to the prime for contract performance, excluding the cost of materials, to firms that are not VIP-listed SDVOSBs.

(4) *Special trade construction contractors*. In the case of a contract for special trade contractors, no more than 75% of the amount paid by the government to the prime for contract performance, excluding the cost of materials, may be paid to firms that are not VIP-listed SDVOSBs.

(5) *Subcontracting*. An SDVOSB must meet the NAICS size standard assigned by the prime contractor and be listed in VIP to count as similarly situated. Any work that a first tier VIP-listed SDVOSB subcontractor further subcontracts will count towards the percent of subcontract amount that cannot be exceeded. For supply or construction contracts, the cost of materials is excluded and not considered to be subcontracted. When a contract includes both services and supplies, the 50 percent limitation shall apply only to the portion of the contract with the preponderance of the expenditure upon which the assigned NAICS is based. For information and more specific requirements, refer to 13 CFR 125.6.

(e) *Required limitations on subcontracting compliance measurement period*. An SDVOSB shall comply with the limitations on subcontracting as follows:

By the end of the base term of the contract or order, and then by the end of each subsequent option period; or

By the end of the performance period for each order issued under the contract.

(f) *Joint ventures.* A joint venture may be considered eligible as an SDVOSB if the joint venture is listed in VIP and complies with the requirements in 13 CFR 125.18(b), provided that any requirement therein that applies to an SDVO SBC is to be construed to apply to a VIP-listed SDVOSB. A joint venture agrees that, in the performance of the contract, the applicable percentage specified in paragraph (d) of this clause will be performed by the aggregate of the joint venture participants.

(g) *Precedence.* The VA Veterans First Contracting Program, as defined in VAAR 802.101, subpart 819.70, and this clause, takes precedence over any inconsistencies between the requirements of the SBA Program for SDVO SBCs, and the VA Veterans First Contracting Program.

(h) *Misrepresentation.* Pursuant to 38 U.S.C. 8127(g), any business concern, including all its principals, that is determined by VA to have willfully and intentionally misrepresented a company's SDVOSB status is subject to debarment from contracting with the Department for a period of not less than five years (see VAAR 809.406–2 Causes for Debarment).

(End of Clause)

4.9 VAAR 852.219-75 VA NOTICE OF LIMITATIONS ON SUBCONTRACTING--CERTIFICATE OF COMPLIANCE FOR SERVICES AND CONSTRUCTION (NOV 2022)

(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 852.219–73 or VOSBs as set forth in 852.219–74. 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 852.219–73 or VOSBs as set forth in 852.219–74. 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 852.219–73 or VOSBs as set forth in 852.219–74. 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. Contracting officers 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)

4.10 VAAR 852.236-71 SPECIFICATIONS AND DRAWINGS FOR CONSTRUCTION (APR 2019)

The clause entitled “Specifications and Drawings for Construction” in FAR 52.236– 21 is supplemented as follows:

(a) The Contracting Officer’s interpretation of the drawings and specifications will be final, subject to the Disputes clause.

(b) The Contractor shall—

(1) Check all drawings and specifications furnished immediately upon receipt;

(2) Compare all drawings and the specifications, and verify the figures before laying out the work;

(3) Promptly notify the Contracting Officer of any discrepancies;

(4) Be responsible for any errors that might have been avoided by complying with this paragraph (b); and

(5) Reproduce and print contract drawings and specifications as needed.

(c) In general—

(1) Drawings of greater detail shall govern over drawings of lesser detail unless specifically noted otherwise; and

(2) Figures and numerical quantities noted on drawings govern over scale measurements.

(d) Omissions from the drawings or specifications or the misdescription of details of work that are manifestly necessary to carry out the intent of the drawings and specifications, or that are customarily performed, shall not relieve the Contractor from performing such omitted or misdescribed details of the work. The Contractor shall perform such details as if fully and correctly set forth and described in the drawings and specifications.

(e) The work shall conform to the specifications and the contract drawings identified on the following index of drawings:

Title	File	Drawing No.
Specification and Drawing are attached to this solicitation		

(End of Clause)

4.11 VAAR 852.236-72 PERFORMANCE OF WORK BY THE CONTRACTOR (APR 2019)

(a) In accordance with FAR 52.236–1, the contract work accomplished on the site by laborers, mechanics, and foreman/superintendent on the Contractor's payroll and under their direct supervision shall be used in establishing the percent of work to be performed by the Contractor. Cost of material and equipment installed by such labor may be included. The work by the Contractor's executive, administrative and clerical forces shall be excluded in establishing compliance with the requirements of this clause.

(b) The Contractor shall submit, simultaneously with the schedule of costs required by the Payments under Fixed-Price Construction Contracts clause of the contract, a statement designating the portions of contract work to be performed with the Contractor's own forces. The approved schedule of costs will be used in determining the value of a work activity/event, or portions thereof, of the work for the purpose of this article.

(c) Changes to established activity/event identifiers or responsibility codes for Contractor activities shall not be made without approval from the Contracting Officer.

(d) In the event the Contractor fails to comply with FAR 52.236–1, Performance of Work by the Contractor, the Contracting Officer will withhold retention in the amount of 15% of the value of any work activity/element being invoiced that was not authorized by the Contracting Officer to be performed by someone other than the prime Contractor's own workforce.

(End of Clause)

4.12 VAAR 852.236-79 CONTRACTOR PRODUCTION REPORT (APR 2019)

(a) The Contractor shall furnish to the resident engineer, for each workday, a consolidated report for the preceding workday. Reporting shall begin from date of mobilization until the date of final acceptance except for authorized holidays. VA Form 10101, Contractor Production Report, or a Contractor generated form containing the same type of information shall be signed, dated and submitted by the Contractor superintendent.

(b) Each report shall include and specifically identify at least one safety topic germane to the jobsite that day.

(End of Clause)

4.13 VAAR 852.236-80 SUBCONTRACTS AND WORK COORDINATION (APR 2019)

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

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

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

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

(End of Clause)

4.14 VAAR 852.236-90 RESTRICTION ON SUBMISSION AND USE OF EQUAL PRODUCTS (APR 2019)

(a) This clause applies to the following items:

Distech Controls Building Automation System Controls.

(b) Notwithstanding the “Material and Workmanship” clause of this contract, FAR 52.236–5(a), nor any other clause or provision, only brand name products for the items listed above will be authorized for use on this contract.

(End of Clause)

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

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

Keneisha Coleman

Department of Veterans Affairs
Network Contracting Office 4

Attn: Keneisha Coleman, CS
1010 Delafield Rd. Bldg 32
Pittsburgh, PA 15215

(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:

(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 required additional contract funds, and other such changes.

(3) For actions not to exceed 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 calendar days.

(End of Clause)

4.16 VAAR 852.242-71 ADMINISTRATIVE CONTRACTING OFFICER (OCT 2020)

The Contracting Officer reserves the right to designate an Administrative Contracting Officer (ACO) for the purpose of performing certain tasks/duties in the administration of the contract. Such designation will be in writing through an ACO Letter of Delegation and will identify the responsibilities and limitations of the ACO. A copy of the ACO Letter of Delegation will be furnished to the Contractor.

(End of Clause)

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

The contracting officer reserves the right to designate representatives to act for him/her in furnishing technical guidance and advice or generally monitor the work to be performed under

this contract. Such designation will be in writing and will define the scope and limitation of the designee's authority. A copy of the designation shall be furnished to the contractor.

(End of Clause)

ATTACHMENT

See attached document: Drawings-595-22-115-Correct HVAC SPS-Final Bid 20241001.

See attached document: Specifications-595-22-115-Correct_HVAC for SPS-FinalBid-20241001.

See attached document: HVAC Controls - J and A 20230601 Distech Controls

See attached document: S02 EXHIBIT A - Statement of Prior Experience.

See attached document: S02 EXHIBIT B - Subcontractor Information and Consent Form.

See attached document: S02 EXHIBIT C - Past Performance Questionnaire.

See attached document: S02 EXHIBIT D - Sample Transmittal Letter for Past Performance Evaluation Questionnaire.

See attached document: RM Language for Contracts.

See attached document: P07- WD PA20240093 7-19-2024 rev 10.

End of Document