#### **Table of Contents**

PART I - THE SCHEDULE	1
SECTION A - SOLICITATION/CONTRACT FORM	1
A.1 SF 1442 SOLICITATION, OFFER, AND AWARD (Construction, Alteration, or Repair)	1
A.2 SF 1442 SOLICITATION, OFFER, AND AWARD (CONSTRUCTION, ALTERATION, OR REPAIR)– BACK	
INSTRUCTIONS, CONDITIONS AND OTHER STATEMENTS TO BIDDERS/OFFERORS	5
2.1 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEE 1998)	
STATEMENT OF WORK	6
TASK ORDER TERMS AND CONDITIONS29	5
PROJECT SPECIFIC INFORMATION25 PROPOSAL SUBMITTAL INSTRUCTIONS	7
CALCULATION OF SELF-PERFORMED/SUBCONTRACTED WORK3	3
A.1 52.204-23 PROHIBITION ON CONTRACTING FOR HARDWARE, SOFTWARE, AND SERVICES DEVELOPED OR PROVIDED BY KASPERSKY LAB AND OTHER COVERED ENTITIES (JUL 2018)	
A.3 VAAR 852.228-70 BOND PREMIUM ADJUSTMENT (JAN 2008)	
A.5 VAAR 852.237-70 INDEMNIFICATION AND MEDICAL LIABILITY INSURANCE (OCT 2019)	9
COMPLIANCE (JUL 2018)40 LIST OF ATTACHMENTS59	

## RENOVATION OF A & B – WINGS, BUILDING 6 OFFERORS MUST PROVIDE PRICING FOR ALL BID ITEMS BELOW: \*\*SEE SPECIFICATION SECTION 01 00 00 FOR BID ITEM(S) DESCRIPTION(S) \*\*

C	l construction, supervision, labor, material, alterations, mechanical and equipment and certain other items to perform the required work on the
All items in Bid Item	RNATE NO.1) - \$

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

## 2.1 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

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

(End of Provision)

#### **ATTACHMENT**

#### STATEMENT OF WORK

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# RENOVATION OF A & B – WINGS, BUILDING 6 STATEMENT OF WORK COLMERY-O'NEIL VA MEDICAL CENTER, TOPEKA, KANSAS

Project 589A5-19-116 December 2019

#### 1. SCOPE:

The Project consists of a major renovation project of Building 6 A & B Wings on the Colmery-O'Neil VA campus in Topeka, KS. The scope includes the remodel of the A & B Wings of Building 6 CLC, approximately 21,500 square feet. The work is to include a complete interior demolition of Wing B of approximately 11,404 square feet as required for new geriatric psychiatric resident rooms and resident/clinical support spaces. A complete demolition of Wing A of approximately 10,120 square feet will be required for a new Geri-PACT clinic and Building 6 offices and support spaces. A summary overview of the project objectives through new renovation includes:

- A. New Geri-PACT Clinic in A Wing including exam, diagnostic and clinical support spaces;
- B. New offices and support spaces for all CLC services in Building 6;
- C. New Physical Therapy/Occupational Therapy and Recreational Therapy facilities in A Wing to support all CLC services in Building 6;
- D. New access to the Building 6 interior courtyard from A Wing;
- E. A new 14-bed Geriatric-Psychiatric Unit in Wing B, including Day Room, Resident Kitchen, Resident Laundry, Recreational Therapy and associated CLC unit support

- spaces specific to Wing B Geriatric-Psychiatric services;
- F. Improved insulation and HVAC systems that meet the VA's energy requirements for new construction;
- G. A design and layout that supports patient privacy and meets the Safe Patient Handling requirements;
- H. A domestic water system that minimizes the risk of Legionella to the greatest extent possible;
- I. A design that supports the VA's PACT model;
- J. Increase natural light in order to increase staff productivity and enhance the mood of CLC Residents;
- K. Design the facility to include discrete security and safety features for the patients and staff, paying particular attention to Geriatric-Psychiatric resident requirements;
- L. Implement walls and doors with high sound transmission coefficient ratings, and other architectural and engineering controls that contribute to resident & staff comfort.

All areas will be designed under the latest VA design guidelines listed:

- A. Ambulatory Care (Hospital-Based) (January 2009)
- B. Small House Model (January 2017)
- C. Polytrauma Rehabilitation Center (December 2014)
- D. PACT Space Module (June 2015) (currently in revision)
- E. VA Barrier Free Design Guide (Revised June 6, 2017)

The contractor will be responsible for meeting all contract specifications for the VAMC. The project shall include concrete, electrical, plumbing, steel framing, lighting, telecommunications and finishes work. The renovated wing will consist of 13 resident rooms including 12 standard resident rooms, and 1 bariatric resident room and shall be installed in accordance with all applicable standards available at time of installation to include published commercial specifications as well as standards and preferences expressed in this document. All installation details shall be fully coordinated with VA CO and on-site Contracting Officer's Representative (COR). **Period of Performance for all work 270 days** 

2.	STA	ΥТЕ	MEN	IT C	)F ۱	N	ORK	⟨:

#### 2.1 SHOP/ DRAWINGS SHALL PROVIDE:

- 2.1.1 2D as-builts shall be provided to show all work that is installed in this specification.
- 2.1.2 The contractor shall provide complete drawings as stated in the specification.

#### 2.2 **DEMOLITION**:

**2.2.1** The contractor shall provide all materials and labor to perform interior demolition of the walls and associated finishes. Demolition in the basement will include, but is not limited to the following: chipping of concrete toping of the concrete pan joist floor, removal of perimeter brick and block wall, removal of flooring materials, removal of walls, including furring, removal of doors and frames, removal of ceilings, removal of lighting, removal of ductwork, removal of a window, removal of wiring and controls and miscellaneous associated items.

#### 2.3 ELECTRICAL:

#### 2.3.1 Recommended System Modifications/Upgrades:

#### **GENERAL**

The electrical portion of this project will consist of complete phased replacement of all Division 26 electrical systems, downstream of the existing main electrical service and main emergency distribution panel, for both A Wing and B Wing of Building 6. Because of existing asbestos and lead contaminants, A and B Wings will be fully demolished internally and remodeled to meet the new space programming requirements.

#### 2.3.2 ELECTRICAL CODES AND STANDARDS

A. Americans with Disabilities Act

- B. ASHRAE Standard 90.1-2016 Energy Standard for Buildings
- C. Illuminating Engineering Society (IES) Handbook, 10th Edition
- D. IBC 2018 International Building Code
- E. IEBC 2018 International Existing Building Code
- F. IECC 2018 International Energy Conservation Code
- G. JCAHO EC 7.40 Emergency Electrical Power System Inspection, Maintenance, and Testing
- H. NFPA 70-2017 National Electrical Code (NEC)
- I. NFPA 99-2018 Standard for Healthcare Facilities
- J. NFPA 101-2018 Life Safety Code
- K. NFPA 110-2019 Standard for Emergency and Standby Power Systems
- L. NFPA 780-2017 Standard for the Installation of Lightning Protection Systems
- M. VA PG-18-10 Electrical Design Manual, December 2015
- N. VA PG-18-10 Lighting Design Manual, December 2015
- O. VA Physical Security Design Manual for VA Life-Safety Protected Facilities, January 2015

#### 2.3.4 ELECTRICAL DEMOLITION

- A. Demolition of electrical systems in A Wing will include:
  - 1. Power distribution panelboards, their feeder conductors and conduits, and upstream over-current protection devices back to the main electrical service distribution board.
  - 2. All branch conductors, conduits (excluding any conduits in existing walls to 12" away from an existing wall), surface raceways, non-recessed electrical boxes and all electrical devices downstream of the panelboards.
  - 3. The hallway 2x4 direct-indirect troffer light fixtures will be removed, stored and reused.
  - 4. All other light fixtures with their feeder conductors/conduits and all lighting control devices with their feeder conductors/conduits back to the upstream panelboards.
- B. Demolition of electrical systems in B Wing will include:
  - 1. All power distribution panelboards, their feeder conductors and conduits, and upstream overcurrent protection devices back to the main electrical service distribution board.

- 2. All branch conductors, conduits, surface raceways, electrical boxes and all electrical devices downstream of the panelboards.
- 3. All light fixtures with their feeder conductors/conduits and all lighting control devices with their feeder conductors/conduits back to the upstream panelboards.

#### 2.3.5 SITE POWER DISTRIBUTION SYSTEMS

Building 6 is currently provided electrical service by existing transformer 6-T1-A; this transformer is pad mounted, 500KVA, and transitions primary 12,470V campus power down to secondary 208Y/120V building power. The building side of the transformer is equipped with a 1600A circuit breaker which provides protection for the main service feeders supplying the Main Switch Board located in the basement main electrical room of Building 6. The existing transformer, secondary circuit breaker, main building feeders, and main switch board are all to remain.

#### 2.3.6 SITE & BUILDING MOUNTED LIGHTING SYSTEMS

- A. Site lighting and controls are not included in this scope of work.
- B. Building mounted lighting and controls will be modified as related to the area of work outlined by the scope of work. Emergency egress lighting and controls for A and B Wing exterior exit doors will be provided as new. Any other building mounted lighting and controls will remain; new branch circuits will be provided if the remaining lights/controls are currently fed from a panelboard designated for replacement.

#### 2.3.7 ELECTRICAL SERVICE AND GENERATOR UPGRADE

The existing building loads have been reviewed for the proposed modifications in A and B Wings, along with the current renovation project in C Wing and the existing loading in D Wing. At this time, we are recommending an electrical service upgrade in order to accommodate all of the building load. As this is a 24/7 patient occupied building, we would recommend adding a second electrical service to segregate the new A and B Wing loads and allow for construction without losing power to the existing building. **Preliminary service has been shown in order to plan for a future new service transformer but is not included in the project.** 

#### 2.3.8 BUILDING POWER DISTRIBUTION SYSTEMS

- A. New 208Y/120V, 3-phase, 4-wire power distribution systems will be provided in both A and B Wings.
- B. Two new 225A, 2-Section and one new 225A normal power panelboards and upstream feeders/breakers originating from/in the existing Main Switchboard MSB.

- C. Existing Panelboard 6E will be demolished to allow for upgrade of an old panelboard and allow room for the new automatic transfer switch ATS2. Existing panelboards fed from 6E serving A and B wings will be demolished and served by new panelboards on the second electrical service. Existing panelboards fed from 6E serving C and D wings will be fed from new circuit breakers direct from the existing Emergency Distribution Panelboard EMDB.
- D. Six new essential power panelboards and feeders, four of these will be downstream of the new secondary essential power distribution panelboard and two downstream of the existing EMDB panelboard (including panelboard separation for life safety and equipment/IT branches).
- E. New normal and essential power feeders and branch circuits will be provided to all new receptacles, lighting and related controls.
- F. Refer to power plan sheets 6-EP100, 6-EP101A, 6-EP101B and one-line diagram sheet 6-E-601 for additional representation of the power distribution system work.

#### 2.3.9 BUILDING LIGHTING SYSTEMS

- A. All A and B Wing spaces will receive new LED lighting to meet the new space programs and to closely match fixture types installed in the previous D Wing expansion and C Wing renovation. Refer to the submission drawings for the light fixture layouts and schedule of fixtures. Refer to Appendix A of this electrical narrative for a space type lighting guide and cut-sheets of all scheduled light fixtures (after review, please provide any applicable feedback regarding light fixture selections).
- B. The basement mechanical and electrical rooms below A Wing will also receive new LED lighting.
- C. New lighting controls will be provided in all A and B Wing spaces (including the basement) in accordance with the space program requirements, the VA design guides and the International Energy Code.

#### 2.3.10 GENERAL LIGHTING EQUIPMENT

#### A. Building Lighting

1. Building lighting will consist of recessed troffer, downlight, and strip light style fixtures with LED light sources with integral lamps and drivers. Drivers will be a minimum of 85% efficient at full load, have a power factor greater than 95%, total harmonic distortion less than 20%, and operate with a universal 120/277V input. All lights will be serviceable from below the ceiling. Emergency lighting fixtures along the path of egress will be circuited to generator backed essential power

- 2. Wall-mounted bed light fixtures in single bed patient rooms will consist of an upward and downward lamp with a 2-position on-off pull cord control of the downward portion of the light.
- 3. Exit light fixtures will be LED type with red lettering and a brushed aluminum finish. Fixtures will be single or double-faced with directional arrows as required. Fixtures will be circuited to generator backed essential power.
- 4. Exterior building wall mounted lighting will be full cut-off, LED type. Lights in areas of emergency building egress will be circuited to generator backed essential power.

#### B. Lighting Controls

- Indoor wall-mounted occupancy sensors will be dual technology, automatic off/manual on, low voltage type. Wall-mounted sensors will be utilized in enclosed offices and small spaces where ceiling mounted coverage is not required. Sensors will include all required power packs, etc. for a complete control system.
- Indoor ceiling-mounted occupancy sensors will be dual technology, automatic off/manual
  on, low voltage type. Ceiling-mounted sensors will be utilized in open offices and larger
  spaces where coverage by ceiling is required. Sensors will include all required digital
  room controller, power packs, etc. for a complete control system. Wall-mounted override
  switches will be included.
- 3. Daylighting sensors will be automatic dimming, digital style photo-sensors compatible with the digital room controllers to interconnect with occupancy sensors and lights. Sensor will allow for foot-candle set points from 20-60 fc. Sensors will be set at 5 fc greater than the required average maintained illumination in the space.
- 4. Standard manual light switches will be quiet toggle type or paddle/slide 0-10V wall dimming type, specification grade and ivory in color as required by the VA design guide. Manual light switches will be utilized in spaces where automatic control of lights is detrimental to the occupant, such as in electrical and mechanical rooms.

#### 2.4 HVAC system:

The system will be designed to meet the air-change and pressure relationship requirements for the different space types, with ducted supply, return and exhaust air systems. All ducted perimeter rooms with windows will be provided with linear diffusers. Interior ducted spaces will be served by square supply air diffusers. associated materials as specified on the drawings and in specifications.

#### 2.4.1 GENERAL

#### A. Project Objectives

- Renovate and reconfigure existing spaces in Wings A and B of Building 6 and support areas of the Topeka VA to provide HVAC systems to better serve the new layouts to provide a fully functional space to meet all standards and requirements. Conversion of Building 6 A and B wing into a Geriatric Community Living Center that fully meets current VA standards.
- 2. The specific features inside the CLC include:
- a) Standard and Bariatric patient rooms including the required mechanical patient lifts;
  - b) Physical therapy and occupational therapy rooms;
  - c) Bariatric bathrooms;
  - d) Dining areas;
- 3. Med rooms will have individual room temperature, humidity, and pressure requirements.
- 4. Design the MEP systems based on new design standards and using existing utility systems in place.
- 5. Use indoor central air handling units for new construction in lieu of fan coils units in occupied space in compliance with the VA HVAC Design Manual.
- B. Building Description
  - 1. Building 6 of the VA Medical complex is made up of 4 wings. Wings A and B are the wings being renovated for this project.
  - See architectural descriptions and drawings for additional information regarding structure type and envelope characteristics.
- C. Existing Site Utilities
  - 1. Steam piping entry to basement mechanical room is existing.
  - 2. Chilled Water piping entry to basement mechanical room is existing.
  - 3. Natural gas is present in Wing C but will not be used or extended to Wings A or B currently.
  - 4. Domestic Water utility entry is existing to basement mechanical room.
  - 5. See Division 21 descriptions for fire utility extensions and related coordination.

#### D. Phasing

 Site utility extensions for steam and chilled water will need to be coordinated with the footing and foundation work. Refer Architecture for general phasing of construction.

#### E. Commissioning

- 1. The system will be commissioned subject to the requirement of Section 01 91 00 General Commissioning Requirements and related specification divisions.
- F. Testing, Adjusting, and Balancing for HVAC
  - 1. Final testing of systems will be performed and reviewed during the commissioning functional performance testing of the systems.
- G. Freeze Protection

- 1. Provide freeze protection methods as appropriate in climates with ASHRAE 99% Winter Design Condition is below 32°F. Project condition for location is 3.5°F. Therefore, freeze protection measures will be included where appropriate.
- H. Noise and Vibration Control
  - 1. Noise and vibration control will be provided in compliance with the specifications and seismic control requirements.
  - 2. Sound attenuation will be provided where necessary to maintain the sound level requirements based on the new HVAC equipment sound power ratings.
- I. Seismic Requirements
  - 1. Seismic controls, when required shall comply with VA Publication H-18-8 Seismic Design Requirements.
  - Structures assigned to Seismic Design Category C, D, E, or F, permanent nonstructural components and their attachments, and the structure-supported attachments of permanent equipment shall be designed to resist total design forces prescribed in ASCE-7.
  - 3. Seismic Control Specifications are Required- as this project location is in a medium low seismic activity area.
- J. Metering
  - 1. The metered systems are specified under Section 25100 Advanced Utility Metering System.

#### 2.4.2 APPLICABLE CODES

- A. ICC International Building Codes
- B. NFPA National Fire Protection Association 90A, 96, 99, 101.

#### 2.4.3 APPLICABLE STANDARDS

- A. HVAC Design Manual for New, Replacement, Addition and Renovation of Existing VA Facilities, Current edition.
- B. Facility Guidelines Institute (FGI) 2010
- C. ASHRAE 90.1 2013 Energy Standard for Buildings Except Low Rise Residential Buildings.
- D. ASHRAE Standard 170 2013 (Ventilation of Health Care Facilities)
- E. ASHRAE 62.1 2016 Ventilation for Acceptable Indoor Air Quality

#### 2.4.4 OUTDOOR CLIMATE CONDITIONS:

- A. ASHRAE Climate Zone 4A (Moist)
  - 1. Weather Station: Forbes Field, KS 724565
  - 2. Topeka, KS (Shawnee County)
- B. VA HVAC Design Manual
  - 1. Heating: 3.5°F (99.6% H DB)
  - 2. Cooling (100% OA) 0.4% Db/WB: 94.4°F DB / 60.8° MCWB, HR=104.4° / 70.4° MCDB
  - 3. Cooling (minimum OA) 1% Db/WB: 91.5°F DB / 60.2° MCWB, HR=97.8° / 70.0° MCDB

#### 2.4.5 INDOOR DESIGN CONDITIONS:

- A. The indoor design conditions are as defined by the VA HVAC Design manual for the individual spaces served by the air handling units described in the scope of work.
- B. See Division 23 appendices for indoor design conditions for the related spaces.

#### 2.4.6 VENTILATION:

A. Per VA Room Design Sheets and Related Standards (see appendix for HVAC Room Airflow Summary).

#### 2.4.7 INTERNAL LOADS

1. See Division 23 appendices for internal load summaries for the related spaces.

#### 2.4.8 ENERGY SUPPLY

- A. Electrical see Electrical Scope for related information.
- B. Heating heating will be hot water produced from central plant steam served by a steam to water heat exchanger. The piping is brought to and from the building through underground tunnels between buildings.
- C. Cooling chilled water is provided from the central chilled water loop. The piping is brought to and from the building through underground tunnels between buildings.

#### 2.4.9 HVAC LOAD ANALYSIS

A. See Division 23 Appendices for HVAC load assumptions and HVAC load analysis.

#### 2.4.10 HVAC SYSTEM OVERVIEW

#### A. Overview

The HVAC system will consist of two central VAV Air Handling Units with chilled water and heating hot water each serving a wing with single duct VAV air terminal units with hot water reheat coils serving their respective zones. Restroom exhaust, general exhaust, and relief air will be directed to Energy Recovery Ventilators (ERV), one per wing, serving their respective VAV Air Handling Units. Chilled water will be extended from the central campus chilled water loop. Steam will be extended to the building, pressure reduced to low pressure steam and converted to heating hot water with a steam to water heat exchanger.

#### B. Pumping

- 1. Heating Hot water Pumps dual variable speed will be provided with the steam to water heat exchangers.
- 2. Chilled water pumps dual variable speed tertiary pumps will circulate chilled water throughout the building.
- C. Central Utility Connections

The central utility connections are existing system connections. It is also the requirement of the EKVAHCS maintenance staff to have this system operate off the central steam and chilled water system.

D. Roof Exhaust Fans

Roof Exhaust Fans - will collect exhaust from areas not being fed to the energy recovery systems. Pre-existing ceiling penetrations will be used when possible.

E. Scheduled Capacities and Approximate Weights
See Drawings for scheduled capacities and approximate weights.

#### 2.4.11 AIR HANDLING UNITS

A. Central AHU:

- Custom modular rooftop air handling units will consist of relief exhaust fan, mixing and filter section, hot water pre-heat coil, humidifier section, chilled watercooling section, supply fan section and discharge and final filter section.
- 2. Fan section will be a multi-fan array served by a single variable speed drive.
- 3. Pre-Filter section: slide out cartridge filters.
- 4. Final Filter section: slide out cartridge filters.

#### 2.4.12 HUMIDIFIERS

- A. Electric immersion type humidifiers will be provided for the following spaces.
  - 1. Med rooms
  - 2. Med storage
- B. The humidifiers will be served with unsoftened domestic water with scale collected in a serviceable reusable tank.
- C. Deionized / RO water is not required or recommended with this type of system. RO water is not available in the building and would increase the complexity of the system.

#### 2.4.13 AIR DISTRIBUTION SYSTEM

- A. All ductwork will be galvanized steel.
- B. Return air will be fully ducted from the ceiling space to the return side of the air handling unit.
- C. Supply air duct be externally insulated with duct wrap in compliance with the VA master specification. Internally insulated duct will not be used.

#### 2.4.14 VAV TERMINAL UNITS

A. Single duct variable air volume terminal units with hot water heating coil and DDC control will provide heating, ventilation, and cooling for the spaces shown.

#### 2.4.15 EXHAUST FANS

- A. General exhaust
  - 1. Toilet exhaust
  - 2. Med/drug Storage
  - 3. Break room
  - 4. Housekeeping closet

#### 2.4.16 FAN COIL UNITS

- A. Consist of VRF DX Split system heat pump units with wall mounted or horizontal concealed indoor units with remote outdoor condensing unit.
  - 1. IT Data Closets

#### **2.4.17 CONTROLS**

- A. The controls will be integrated with the current ECC system platform as part of this work.
- B. Building Automation System Platform:
  - 1. ECC is Johnson Controls Inc. (Topeka)
  - 2. The communications protocol will be BACnet.

#### 2.4.18 FAN COIL UNITS

- A. Consist of VRF DX Split system heat pump units with wall mounted or horizontal concealed indoor units with remote outdoor condensing unit.
  - 1. IT Data Closets

#### **2.4.19 CONTROLS**

- A. The controls will be integrated with the current ECC system platform as part of this work.
- B. Building Automation System Platform:
  - 1. ECC is Johnson Controls Inc. (Topeka)
  - 2. The communications protocol will be BACnet.

#### 2.5 Plumbing:

#### 2.5.1

All plumbing throughout the entire area of remodel will be removed and replaced. The new piping will be provided to all new plumbing fixtures throughout the entire area of remodel. The new mains to be extended from the existing mains located in the crawls space from the point of connection at the entrance of the mains into Wing C crawl space. New vent piping will be provided up through the roof.

Medical gases will be rerouted from the nearest branches to the new outlets and devices as needed for new floor plans and functions. Unused medical gases will be properly removed back to mains and capped.

#### 2.5.2 GENERAL

- A. Wings A and B of Building 6 and support areas of the Topeka VA are being renovated and will update all plumbing fixtures, replace domestic piping in areas of need, replace all medical oxygen piping, replace all sanitary piping except for the recently updated sanitary mains, replace all storm piping between roof drains and mains, provide an additional steam to domestic hot water heater, and provide new hot water heating to VAV terminal units through steam to hot water heat exchangers and circulation pumps to meet all standards and requirements. A conversion of Building 6 A and B wing into a Geriatric Community Living Center that fully meets current VA standards.
- B. New Plumbing Systems will include the following:
  - 1. Sanitary waste minus the newer horizontal mains
  - 2. Storm drainage minus horizontal mains and existing roof drains
  - 3. Domestic cold water and recirculation system
  - 4. Domestic hot water and recirculation system
  - 5. Steam to domestic hot water heaters
  - 6. Medical oxygen piping
  - 7. Steam to hot water heat exchanger for air side heating and recirculation system
  - 8. Humidifier Makeup water
  - 9. Fire water service coordination

#### 10. HVAC condensate drainage

11. Hydronic system drainage

#### C. Selective Demolition

- 1. B wing will be a full demolish with A Wing plumbing being removed everywhere except areas keeping certain structural and wall elements making in-wall piping removal inaccessible. Sanitary mains will remain that have been recently replaced with epoxy coated cast iron pipe.
- 2. Roof and Storm drainage demolished from the roof drain to the main in the pipe basement.
- 3. Domestic Cold Water demolished back to the service entrance and demarcation points as shown on the demolition drawings.
- 4. Domestic hot water and recirculation system will be demolished back to the existing steam-water heater.
- 5. Medical gas system including (medical air, medical vacuum and oxygen) will be demolished back to the building service entrance for oxygen. All other existing medical gas systems that will not be used will be removed.
- 6. Natural Gas no changes to the existing service are anticipated.
- 7. Fire Water Service not changes are anticipated.

#### D. Commissioning

1. The system will be commissioned subject to the requirement of Section 01 91 00 General Commissioning Requirements.

#### E. Seismic Requirements

- 1. Seismic controls, when required shall comply with VA Publication H-18-8 Seismic Design Requirements.
- 2. Structures assigned to Seismic Design Category C, D, E, or F, permanent nonstructural components and their attachments, and the structure-supported attachments of permanent equipment shall be designed to resist total design forces prescribed in ASCE-7.
- 3. Seismic Control Specifications are Required- as this project location is in a medium low seismic activity area.

#### F. Freeze Protection

1. Provide freeze protection methods as appropriate in climates with ASHRAE 99% Winter Design Condition is below 32°F. Project condition for location is 3.5°F. Therefore, freeze protection measures will be included where appropriate.

#### G. Metering

 The domestic cold water and hot water will be metered for temperature and flow to provide monitoring components as required for compliance with VA Directive 1061.

#### H. Tests Prior to design

- 1. Water analysis.
- 2. Hydrant test of the two nearest water hydrants.
  - a) Static and residual pressure.
  - b) Water quality analysis (pH, bacterial count, residual chlorine, total hardness as CaCO3, total dissolved solids, alkalinity).
  - c) Recommended water treatment for systems included in the proposed design.

#### I. Equipment supports and pads.

1. Indoor equipment will be provided with 3-1/2" minimum thickness concrete housekeeping pads or equipment supports with seismic restraints and anchors as appropriate for the location.

#### 2.5.3 NATIONAL CODES AND STANDARDS

- A. VA Plumbing Design Manual 2014
- B. Legionella Control Measures Subject to compliance with "VHA Directive 1061-"Prevention of Healthcare-Associated Legionella Disease and Scald Injury from Potable Water Distribution Systems."
- C. International Plumbing Code (IPC)
- D. National Fire Protection Association (NFPA)
  - 1. NFPA 54 National Fuel Gas Code
  - NFPA 99 Health Care Facilities Code
- E. American Society of Heating Refrigeration and Air Conditioning Engineers (ASHRAE)
  - 1. 90.1-2010 Energy Standard for Buildings Except Low-Rise Residential Buildings
  - 2. ASHRAE Handbook HVAC Applications
  - 3. America Society of Plumbing Engineers (ASPE) Data Books B. Legionella

#### 2.5.4. UTILITY SERVICES

A. General – The existing utility services (sanitary, domestic, storm, steam, and chilled water) entering wings A and B will be reused with no new utility connections expected.

#### 2.5.5 NATURAL GAS SERVICE

A. No changes to existing service. No new gas piping is anticipated.

#### 2.5.6 PLUMBING PIPING GENERAL REQUIREMENTS

- A. Plumbing Valves
  - 1. General Isolation: Provided at the base of each riser, branch to floor and plumbing fixture group to allow servicing without disrupting water flow to entire facility.
    - a) Ball valves, full port, extended stem, with drain fittings; material type consistent with piping material.
  - 2. Thermostatic Mixing Valves: Local mixing valves will be provided on all lavatory and sink faucets. A master mixing valve is not anticipated to be used.
  - 3. Flow Control: Provided on Auto-flow control valves on recirculation lines.
- B. Water Hammer Arresters will be installed on all domestic water piping in accordance with PDI (Plumbing and Drainage Institute) Standards.
- C. Equipment and Materials Identification
  - All equipment and piping will be identified in accordance with section 220511
     Common Work Results for plumbing.
- D. Plumbing Insulation:
  - 1. All new piping will be insulated with insulation material and thickness as scheduled in Section 220711 Plumbing insulation.
  - 2. All existing piping to remain within the scope area where piping modifications will take place will be reinsulated.

#### 2.5.7 WATER SERVICE

#### A. Domestic Cold-Water Service Entrance

- 1. Water service size will be an existing 3-1/2" line entering basement mechanical room.
- 2. Pipe material will be Type K copper.

#### B. Domestic Cold Water

- 1. Piping: Type L copper with soldered fittings.
- 2. Cold water piping will be extended to the plumbing fixture with cold water connections.
- 3. The cold water piping system will consist of a recirculation loop with recirculation pump and flow control valves.
- 4. Recirculated cold water piping will be looped within the wall as close as possible to the point of fixture connection before branching off to serve the fixture, maximizing recirculation of the cold- water system and minimizing fixture run-out distances.
- 5. New piping will be designed in compliance with VHA Directive 1061.
- 6. All domestic cold water piping will be insulated per VA specifications.

#### C. Irrigation water

- 1. There will be no new exterior irrigation connections.
- 2. Existing exterior non-freeze wall hydrants will be retained and reused. New water supply piping will be connected at the pipe basement level.

#### D. Domestic Hot Water

- 1. Piping: Type L copper with soldered fittings.
- 2. Hot water piping will be extended to the plumbing fixtures with hot water outlets. The branch connection take-off as close to the outlet termination to minimize the branch piping water volume.
- 3. Point-of-use thermostatic mixing valves will be provided at each fixture to reduce the hot water supply to 110-degree F.
- 4. New piping will be designed in compliance with VHA Directive 1061.
- 5. All Domestic hot water piping will be insulated per VA specifications.
- 6. The existing steam to hot water heater will be removed. Two (2) steam to hot water heaters will be added to provide N+1 operation. The new water heaters will be sized to match the previous water heater.

#### E. HVAC Condensate

- 1. Piping: Type M copper with soldered fittings.
- 2. HVAC condensate will be either taken by gravity or condensate pump to the nearest floor drain or mop sink for disposal.
  - a) HVAC condensate will discharge into the receptor with an air gap.

#### F. Water Heating

- 1. The domestic water heating system will consist of a steam to hot water heat exchanger and hot water recirculation pump.
- G. Fire Suppression Water Service Entrance where new fire service entrance is required provide supply piping constructed of ductile iron, cement lined, pipe.

#### H. Back Flow Prevention

 Backflow preventers and/or vacuum breakers will be provided at all interconnections between the domestic water system and points of possible contamination, including mechanical make-up water.

- 2. Domestic Water backflow prevention will be provided at the domestic water entrance in compliance with the IPC and use a reduced pressure zone (RPZ) type backflow preventer.
- 3. Irrigation water a double check valve (DCV) backflow preventer will be provided at the point of connection between the irrigation water and the domestic water systems.
- Fire Suppression Water will be provided with a double check valve (DCV) backflow preventer type backflow preventer. See Division 21 for related requirements.
- I. Legionella Control Directive 1061
  - 1. Water monitoring station Service Entry
    - a) A water monitoring station will be provided at the building domestic water entry.
    - b) The water monitoring station will record incoming water temperature, pH level, dissolved solids and oxidant residual per Directive 1061.
  - 2. Water monitoring system Building Level
    - a) Per Directive 1061, domestic hot and cold Water temperature will be monitored at the following points in the distribution system:
      - (1) At water heater entry and discharge.
      - (2) At each hot water recirculation loop.
      - (3) At the hot water recirculation pump.
      - (4) At each cold-water recirculation loop.
      - (5) At the cold-water recirculation pump.
    - b) Per Directive 1061, the potable water distribution temperature limits are as follows:
      - (1) Cold water: Maximum Temperature of 67°F.
      - (2) Hot water: Minimum temperature of 124°F.
    - c) Per Directive 1061 the monitoring system will record data every 30 minutes during normal operation and continuously during alarm conditions.
      - (1) Temperatures outside of the limits noted above will generate an alarm condition in the hospital BAS system.
      - (2) The requirement for continuous monitoring during alarm conditions is being interpreted as monitoring at an interval of once every 60 seconds during the alarm period.

#### 3. Recirculation

- a) Both domestic hot and cold-water systems will be recirculated to per VA design standards.
- 4. Water Temperature Maintenance

- a) The hot water loop temperature will be controlled by the water heater.
- b) The cold-water loop will be temperature controlled by an NSF rated heat exchanger served with chilled water from the central plant's chilled water system.

#### 5. Thermal Eradication

a) The water heater will be selected for ability to provide 160°F hot water.

#### 6. Scald Protection

a) All lavatories, hand sinks, countertop sinks, and emergency fixtures will be provided with thermostatic mixing devices to protect against scald injury.

#### 2.5.8 MEDICAL GASES

#### A. Medical Oxygen

- 1. The existing medical oxygen piping and associated accessories will be removed back to the mechanical room.
- 2. The new medical oxygen piping will connect to the existing medical oxygen line from Building 9 located in the Building 6 mechanical room. A new zone valve box and area alarm panel will be provided with the new system.
- 3. The medical oxygen system will provide oxygen to the patient headwall system. No ventilators will be served by this system.

#### B. Medical Air

1. The existing medical air compressor and associated piping will be removed.

#### C. Medical Vacuum

1. The existing medical vacuum pump and associated piping will be removed.

#### 2.5.9 SANITARY DRAINAGE SYSTEM

- A. A new gravity drained sanitary system will be provided to the existing sanitary mains of Wings A and B.
- B. The material for all pipe and fittings shall be cast iron soil pipe and fittings and shall conform to the requirements of CISPI 301, ASTM A888, or ASTM A74. See Section 221300 Facility Sanitary and Vent piping for above and below slab applications.
- C. PVC piping is only allowed for special systems waste. See chemical resistant waste and vent piping in Section 226600 Chemical-Waste Systems for Laboratory and Healthcare Facilities.
- D. Vent stacks shall terminate above the roof a minimum of 10 feet from fresh air intakes.
- E. Trap Primers: Trap primers will be provided in lieu of trap seals.
- F. Cleanouts: Floor and wall cleanouts will be provided throughout the system.

#### 2.5.10 STORM DRAINAGE SYSTEM

A. The existing storm drainage system will be reused and piping will be replaced where necessary, especially in areas being demolished exposing pipe between the floor and roof areas.

#### 2.5.11 PLUMBING FIXTURES

#### A. General

- 1. See plumbing fixture schedule on drawings and plumbing fixture cut sheets in appendices.
- 2. Plumbing fixtures will be located as indicated by VA Program guide PG-18-5 (Equipment Guide List), PG-18-12 Design Guides and programming design requirements provided by user groups through the architectural program.

#### B. Public Toilet Rooms

- 1. Public Water Closet floor mounted, bottom outlet water closets rated for bariatric use with hard-wired handsfree flush valves.
- 2. Public Lavatory Wall hung, goose neck, hard-wired hands-free wrist-blade faucet.
- 3. Electric Water Coolers with ADA accessible dual high/low wall mounted cabinet style.
- C. Housekeeping Assistant Closet (HAC)
  - 1. Mop Sink- Corner terracotta mop sink with rectangular drop front, faucet with double lever handle and vacuum breaker.
- D. Staff Lounge / Break Rooms
  - 1. Double compartment sink with no garbage disposer with single lever kitchen faucet
  - 2. Kitchen / Food Prep (nourishment area)
  - 3. Kitchenette/pantry sinks
  - 4. Water connection for ice maker with water filtration
- E. Electric Water Coolers (Drinking Fountains)
  - Where provided Drinking fountains will be wall hung ADA compliant, single user, wall hung, push button operated and stainless-steel construction with integral chiller units.
- F. Wall Hydrants (Non-Freeze)
  - 1. Non-Freeze Wall Hydrant The existing non-freeze wall hydrants will be reused. No additional non-freeze wall hydrants will be added.
- G. Non-Freeze Roof Hydrant Roof hydrant(s) will be located on the roof within 30-feet of equipment forcleaning of rooftop equipment.
- H. Hose Bibbs will be provided in mechanical/plumbing equipment rooms and shall include integral vacuum breakers.

#### 2.5.12 INTERCEPTORS

- A. Grease not applicable.
- B. Oil/Water/Sand not applicable.
- C. Acid Dilution not applicable.

#### 2.5.13 PLUMBING PUMPS

- A. Plumbing Circulation Pump the hot and cold water systems will be provided with a recirculation pump back to the hot water generator and cold-water chiller.
- B. Sewage Ejector Sump Pump may be required for condensate and floor drains in the basement level. An allowance will be made for a sump pump until it can be determined that the effluent can go by gravity to the sanitary sewer.

#### 2.5.14 WATER TREATMENT

A. Water Softener

#### 2.5.15 INTERDISCIPLINARY COORDINATION

- A. Building plumbing fixture count
- B. Plumbing chase wall inside dimension and construction type for adequate clearances
- C. Plumbing fixture heights and clearances ABAAS
- D. Access doors (water hammer arrestors, valves, and air vents)
- E. Fire-stopping for penetrations
- F. Floor drains, liquid waste and supply connections for mechanical and medical equipment
- G. Fire protection drains
- H. Electrical power requirement for plumbing equipment
- I. Interface with energy management and control systems

#### **Exceptions:**

Contractor shall be responsible for meeting all fire, safety and VA standards as specified in Statement of Work, Drawings, and Specifications. All testing shall be provided to COR in digital and paper copies. All products shall be submitted on to the COR and examples displayed prior to installation. Materials shall be onsite prior to starting the portion of the work. All utility outages shall be coordinated well in advance with the COR and shall be reflected on the contractors construction schedule.

#### TASK ORDER TERMS AND CONDITIONS

NOT SPECIFIED IN THE CONTRACT
NOT SPECIFIED IN THE CONTRACT

#### PROJECT SPECIFIC INFORMATION

#### PROJECT SPECIFIC INFORMATION

**PROJECT TITLE AND NO.** Renovation of A & B Wings, 589A5-19-116

**PROJECT LOCATION**: Department of Veteran Affairs, 2200 Gage Blvd., Topeka, Kansas 66622.

MAGNITUDE OF PROJECT: Between \$2,000,000 and \$7,000,000.00 (VAAR 836.204)

TYPE CONSTRUCTION: GENERAL BUILDING

NAICS: 236220, Commercial and Institutional Building Construction

SMALL BUSINESS SIZE: \$39.5 Million

**PERFORMANCE PERIOD**: The Contractor shall be required to (a) commence work under this contract within 10 calendar days after the date the Contractor receives the notice to proceed, (b) prosecute the work diligently, and (c) complete the entire work ready for use not later than 270 calendar days. The time stated for completion shall include final cleanup of the premises.

**SITE VISIT**: A site visit will be conducted on: May 18, 2020 at 09:00 AM CST. Location: VAMC, Room D-106, Building 6, Topeka VAMC, 2200 Gage Blvd., Topeka, Kansas 66622.

#### **BID GUARANTEE**

A bid guarantee is required in an amount not less than 20 percent of the bid price but shall not exceed \$3,000,000. Failure to furnish a photocopy of the original bid guarantee in the proper form and amount, by the time set for opening of bids, will require rejection of the bid in all cases except those listed in FAR 28.101-4, and may be cause for rejection even then. Bidders shall provide an original bid guarantee within two business days after notification by the Contracting Officer.

**PERFORMANCE & PAYMENT BONDS**: In accordance with FAR 28.102-1 and Contract Clause 52.228-15, Contractors are reminded that any amount awarded over \$30,000 shall

require Payment Protection (Bonds)(See Clause 52.228-13), and awards exceeding \$150,000 shall require both Payment and Performance Bonds. All bonds are due no later than 10 days after award.

### 

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

#### WAGE DETERMINATION APPLICABLE TO THIS PROJECT:

Davis Bacon -General Decision Number: KS20200058 01/03/2020

PROPOSAL DUE DATE: June 01, 2020 at 2:00 PM CST

Basis for Award: Lowest Price offer

SAFETY OR ENVIRONMENTAL VIOLATIONS AND EXPERIENCE MODIFICATION RATE

All Bidders/Offerors shall submit the following information pertaining to their past Safety and Environmental record. The information shall contain, at a minimum, a certification that the bidder/offeror has no more than three (3) serious, or one (1) repeat or one (1) willful OSHA or any EPA violation(s) in the past three years.

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

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

A *Determination of Responsibility* will be accomplished for the apparent awardee prior to processing the award. The above information, along with other information obtained from Government systems, such as the OSHA and EPA online inspection history databases will be used to make the *Determination of Responsibility*. Failure to affirm being within the guidelines above or submit this information will result in a determination of "Non-Responsibility" for the bidder/offeror. NOTE: Any information received by the Government that would cause for a negative *Determination of Responsibility* will make the bidder/offeror ineligible for award.

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

#### PROPOSAL SUBMITTAL INSTRUCTIONS

PROPOSAL SUBMITTAL INSTRUCTIONS FOR RENOVATION OF BUILDING 6, A & B WING SOLICITATION

**SOLICITATION: 36C25520R0072** 

PROJECT: Cons, 589A5-19-116

LOCATION: Department of Veteran Affairs, 2200 Gage Blvd., Topeka, KS 66622-

0001

#### 1. PREPARATION AND SUBMITTAL OF PROPOSALS

#### a. GENERAL INFORMATION.

When the Government requires work under the MATOC, an RFP or RFQ will be issued, as appropriate, normally posted with a RFP/RFQ number in which you have been invited by the procuring Contracting Officer for the task order on the Electronic Contract Management System (eCMS) Vendor Portal located at the following web link https://www.vendorportal.ecms.va.gov (Note this is a VA Secure Website so you must use the HTTPS instead of HTTP to open the website) Instructions for Registration at the Vendor Portal are included as an attachment to this solicitation. \* See additional submittal instructions below. The task orders will be limited competition to those Contractors who receive a NCO 15 MATOC contract award within the categories assigned and only those Contractors invited in the Vendor Portal who have obtained a basic NCO 15 MATOC contract in the appropriate category will be able to view the task order RFQ. This is a total SDVOSB set-aside and the awardee must be SDVOSB certified at the time of the TO award. An FBO NOTICE will be published in the FBO.GOV vendor portal FOR INFORMATION ONLY FOR SUBCONTRACTING OPPORTUNITIES, PROPOSALS WILL NOT BE CONSIDERED FROM ANY FIRMS OTHER THAN THOSE IN THE **NCO15 MATOC POOL.** Projects will be of varying size and complexity. The request will include information such as a statement of work, guide specifications, drawings, attachments, information pertaining to a site visit and any other requirements for submission (e.g. proposal requirements, price schedule, etc.). Projects may include, but are not limited to, complete plans and specifications for all elements of work requirements.

NOTE: Failure to comply with the RFP requirements will raise serious questions regarding an Offeror's technical ability to perform the services and may be grounds to eliminate the proposal from further consideration for contract award.

#### b. THE OFFER.

The submission of the documentation specified below will constitute the Offeror's acceptance of the terms and conditions of the RFP, including the Plans & Specifications for the construction of this project. These instructions prescribe the format for the proposal and describe the approach for the development and presentation of proposal data. These instructions are designed to ensure the submission of necessary information to provide for the understanding and comprehensive evaluation of proposals.

#### c. AWARD BASED ON INITIAL OFFERS.

Pursuant to clause 52.215-1 the Government intends to evaluate proposals and award a contract without discussions with offerors (except clarifications as described in FAR 15.306(a)). Therefore, the offeror's initial proposal should contain the offeror's best terms from a cost or price, and technical qualifications standpoint. The VA reserves the right to conduct discussions if the Contracting Officer later determines such discussions to be necessary.

#### d. NUMBER OF COPIES TO SUBMIT.

Prospective offerors shall submit a SINGLE PACKAGE proposal in the Electronic Contract Management System (eCMS) Vendor Portal located at the following web link <a href="https://www.vendorportal.ecms.va.gov">https://www.vendorportal.ecms.va.gov</a>. \* To ensure timely delivery due to electronic system malfunctions the contractor shall also provide the proposal in two separate binders along with a CD of the proposal containing the technical and price information by the request due date – at the NCO 15 Contracting Office 3450 S 4th Street Leavenworth KS 66048.

Documents provided as PDF shall be created in Word or another program and then converted to PDF. The size of documents that are scanned to PDF take much more memory and are discouraged.

The package shall include:

(a) One (1) submittal will be marked Technical: ORIGINAL - RESPONSE TO RFP

PROJECT: Renovation of Building 6, A & B Wing, 589A5-19-116.

\*This submittal is to contain the signed original copy of the documents and the technical response. Original copies of required **Payment and Performance bonds** will be sent hard copy to the NCO15 Office address stated above.

(b) One (1) submittal attachment containing the pricing information for each Bid item as indicated on the price schedule. This attachment will also include the Cost Summary Sheet.

#### 2. DOCUMENTS TO SUBMIT.

- a. STANDARD FORM 1442. Submit the SF 1442 issued under this solicitation, with Blocks 10 (DUNS Number) and Blocks 14 through 20 properly filled-out by the Offeror. Include acknowledgment of any and all Amendments that may have been issued, either by: (1) listing them in Block 19 of the SF 1442, or (2) including copies of the Amendment document(s) (Standard Form 30) with Blocks 8 and 15 filled in and signed, or (3) including signed acknowledgement in the form of a separate letter that includes a reference to the solicitation and amendment numbers. NOTE: Failure to acknowledge any and all Amendments issued pursuant to this solicitation may be cause for rejection of your offer.
- **b. OFFER GUARANTEE (BID BOND).** In accordance with solicitation provision 52.228-1, Bid Guarantee, failure to furnish a bid guarantee, in the proper form and amount, by the deadline established for submitting offers, may be cause for rejection of the offer.
- C. **DOCUMENTATION OF TECHNICAL ACCEPTABILITY.** Proposals received in response to this solicitation will be evaluated in accordance with procedures outlined in Federal Acquisition Regulations (FAR) Part 15.101-2 Lowest Price Technically Acceptable. Task Order award will be made based on the lowest price technically acceptable and best value to the Government in accordance with the criteria described in the RFP/RFQ. When price is the only factor considered, award will be based on the lowest reasonable and realistic price received. Proposals unrealistically high or low in price, when compared to the Government estimate, and market conditions evidenced by other competitive proposals received, may be indicative of an inherent lack of understanding of the solicitation requirements and may result in proposal rejection without discussion. The basis of award of each task order will be stated in the RFP/RFQ. Depending upon the requirements of each Task Order, the Contractor will typically provide a price proposal in response to an RFP/RFQ. Contractors shall respond within the number of calendar days stated in the RFP/RFQ by submitting an \*electronic proposal to the Contracting Officer through the \*VA Vendor Portal in accordance with requirements stated in the RFP/RFQ.

**PROPOSAL DUE DATE**: June 01, 2020 at 2:00 PM CST (Submit pricing and all documentation to the address in block 8 of the SF 1442.

#### PROPOSAL SUBMITTAL CONTENTS SHALL INCLUDE:

- Signed copy of the SF1442 (front and back) with amendments
- Calculation Worksheet for Self-Performed and Subcontracted Work
- Contractor Certification Regarding Safety and Environmental
- Cost Summary Sheet
- Bid Bond (if applicable)
- \* Original copies of required Payment and Performance bonds (when required)
- Any other information called out by this request for proposal documents
- One hard/paper copy and one CD copy. The technical proposal shall be in one volume and the pricing proposal shall be in a separate volume and include the bid schedule, and the Calculation for Self-Performed and Subcontracted Work as well as the Cost Summary Sheet.

#### d. PRICE PROPOSAL.

Offerors must provide a price for each bid item. In addition, offerors shall include a breakdown of material and labor costs, by specification division for each bid item. Overhead, profit and bond costs shall be added after a subtotal of materials and labor costs has been calculated. Price is to be submitted in accordance with the instructions in Block 17 of the Standard Form 1442. The Government's payment for the items listed in the Pricing Schedules of individual Task Orders will constitute full compensation to the Contractor for-- (1) Furnishing all plant, labor, equipment, services, appliances, and materials; and (2) Performing all operations required to complete the work in conformity with the drawings and specifications. The contractor shall include in the prices for the items listed in the Pricing Schedule all costs for work in the specifications, whether or not specifically listed in the Pricing Schedule.

#### 3. BASIS OF AWARD.

VA will make the award based on the Lowest Price Technical Acceptable process to select the best evaluated price proposals meeting or exceeding the acceptability standards for the evaluation factor and significant subfactors in the solicitation when and

Company Name:

(DART Rate).

violations.

if they are provided. Note that offers that do not meet the evaluation standards of the solicitation cannot be selected, regardless of price.

\* Denote additional instructions

#### (END OF PROPOSAL SUBMITTAL INSTRUCTIONS)

restricted, or transferred cases x 200,000/# of man hours)

Number of serious, willful, or repeat violations from OSHA within the last 3 years. Please attach explanation for any

#### CONTRACTOR CERTIFICATION REGARDING SAFETY AND ENVIRONMENTAL

Information provided below is current and applicable to Solicitation 36C25520R0072:

#### **Contractor Safety and Environmental Record Evaluation Form**

Address:				
Telephone: Fax:				
Email:				
Contact:				
1. Utilizing your OSHA 300 Forms, please complete the follow	ing inform	ation:		
Category	2017	2018	2019	2020
Number of man hours (jobsite and office).				
Trained of man hours (obside and office).				
Number of cases involving days away from work, restricted				

**Please attach copies of the following documents: OSHA 300 and 300a Forms.** These forms can be accessed through the OSHA publications search page: <a href="http://www.osha.gov/pls/publications/publication.html">http://www.osha.gov/pls/publications/publication.html</a>.

2.	Provide six-digit North American Industrial Classification System (NAICS) Code for this
acquisi	ition:

3.	Who administers your company's Safety and Health Program?
4.	Company's Insurance Experience Modification Rate
(EMR	1

#### CALCULATION OF SELF-PERFORMED/SUBCONTRACTED WORK

Offerors for NAICS code 236220 must provide at least 15 percent of the cost of the contract performance incurred for personnel which will be spent on the concern's employees or the employees of other eligible service-disabled veteran-owned small business concerns and 25 percent for special trade employees. Provide a breakdown of material and personnel costs, by specification division listed for the project. Home Office overhead, profit/fee and bond costs shall be added after a subtotal of personnel and material/Equipment costs has been calculated. Clearly identify the personnel costs you will be performing, and the personnel costs of other eligible service disabled veteran-owned small business concerns. Below is a suggested format.

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

	Bond		\$			
	Grand Tot	al	\$			
Calculation of self-performed personnel costs:  1. Total personnel costs * both prime and all subcontractors:  2. Subtract all subcontractor personnel costs* that are not SDVOSB companies that will perform work on this contract:  3. Remainder is 'Total amount of work to be self-performed under the Contract':  4. Self-performed work = Line 3/Line 1 x 100 =						
*personnel costs include labors, mechanics, other tradesmen, and office personnel directly charged to the project (includes project manager, job superintendent, administrative, estimators, etc.)						
I certify the above representations are true and correct to the best of my knowledge.						
(Typed Name of Authori	zed Representative)	 Date	е			
(Title of Authorized Rep	resentative)					

#### A.1 52.204-23 PROHIBITION ON CONTRACTING FOR HARDWARE, SOFTWARE, AND SERVICES DEVELOPED OR PROVIDED BY KASPERSKY LAB AND OTHER COVERED ENTITIES (JUL 2018)

- (a) *Definitions*. As used in this clause—*Covered article* means any hardware, software, or service that—
  - (1) Is developed or provided by a covered entity;
- (2) Includes any hardware, software, or service developed or provided in whole or in part by a covered entity; or
- (3) Contains components using any hardware or software developed in whole or in part by a covered entity.

Covered entity means—

- (1) Kaspersky Lab;
- (2) Any successor entity to Kaspersky Lab;
- (3) Any entity that controls, is controlled by, or is under common control with Kaspersky Lab; or
  - (4) Any entity of which Kaspersky Lab has a majority ownership.
- (b) *Prohibition*. Section 1634 of Division A of the National Defense Authorization Act for Fiscal Year 2018 (Pub. L. 115–91) prohibits Government use of any covered article. The Contractor is prohibited from—
- (1) Providing any covered article that the Government will use on or after October 1, 2018; and
- (2) Using any covered article on or after October 1, 2018, in the development of data or deliverables first produced in the performance of the contract.
- (c) Reporting requirement. (1) In the event the Contractor identifies a covered article provided to the Government during contract performance, or the Contractor is notified of such by a subcontractor at any tier or any other source, the Contractor shall report, in writing, to the Contracting Officer or, in the case of the Department of Defense, to the website at <a href="https://dibnet.dod.mil">https://dibnet.dod.mil</a>. For indefinite delivery contracts, the Contractor shall report to the Contracting Officer for the indefinite delivery contract and the Contracting Officer(s) for any affected order or, in the case of the Department of Defense, identify both the indefinite delivery contract and any affected orders in the report provided at <a href="https://dibnet.dod.mil">https://dibnet.dod.mil</a>.
- (2) The Contractor shall report the following information pursuant to paragraph (c)(1) of this clause:
- (i) Within 1 business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; brand; model number (Original Equipment Manufacturer (OEM) number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.
- (ii) Within 10 business days of submitting the report pursuant to paragraph (c)(1) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the Contractor shall describe the efforts it undertook to prevent use or submission of a covered article, any reasons that led to the use or submission of the covered article, and any additional efforts that will be incorporated to prevent future use or submission of covered articles.
- (d) Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph (d), in all subcontracts, including subcontracts for the acquisition of commercial items.

(End of Clause)

## A.2 52.209-5 CERTIFICATION REGARDING RESPONSIBILITY MATTERS (OCT 2015)

- (a)(1) The Offeror certifies, to the best of its knowledge and belief, that—
  - (i) The Offeror and/or any of its Principals—
- (A) Are [] are not [] presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;
- (B) Have [] have not [], within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) contract or subcontract; violation of Federal or State antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property (if offeror checks "have," the offeror shall also see 52.209-7, if included in this solicitation);
- (C) Are [] are not [] presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision (a)(1)(i)(B) of this provision; and
- (D) Have [], have not [], within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,500 for which the liability remains unsatisfied.
  - (1) Federal taxes are considered delinquent if both of the following criteria apply:
- (i) The tax liability is finally determined. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.
- (ii) The taxpayer is delinquent in making payment. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

#### (2) Examples.

- (i) The taxpayer has received a statutory notice of deficiency, under I.R.C. Sec. 6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.
- (ii) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. Sec. 6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior

opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

- (iii) The taxpayer has entered into an installment agreement pursuant to I.R.C. Sec. 6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.
- (iv) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. 362 (the Bankruptcy Code).
- (ii) The Offeror has [] has not [], within a 3-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.
- (2) Principal, for the purposes of this certification, means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a division or business segment; and similar positions).

THIS CERTIFICATION CONCERNS A MATTER WITHIN THE JURISDICTION OF AN AGENCY OF THE UNITED STATES AND THE MAKING OF A FALSE, FICTITIOUS, OR FRAUDULENT CERTIFICATION MAY RENDER THE MAKER SUBJECT TO PROSECUTION UNDER SECTION 1001, TITLE 18, UNITED STATES CODE.

- (b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- (c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.
- (d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- (e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

(End of Provision)

#### A.3 VAAR 852.228-70 BOND PREMIUM ADJUSTMENT (JAN 2008)

When net changes in original contract price affect the premium of a Corporate Surety Bond by \$5 or more, the Government, in determining the basis for final settlement, will provide for bond premium adjustment computed at the rate shown in the bond.

(End of Clause)

## A.4 VAAR 852.232-72 ELECTRONIC SUBMISSION OF PAYMENT REQUESTS (NOV 2018)

- (a) Definitions. As used in this clause—
- (1) Contract financing payment has the meaning given in FAR 32.001;
- (2) Designated agency office means the office designated by the purchase order, agreement, or contract to first receive and review invoices. This office can be contractually designated as the receiving entity. This office may be different from the office issuing the payment;
- (3) *Electronic form* means an automated system transmitting information electronically according to the accepted electronic data transmission methods and formats identified in paragraph (c) of this clause. Facsimile, email, and scanned documents are not acceptable electronic forms for submission of payment requests;
  - (4) Invoice payment has the meaning given in FAR 32.001; and
- (5) Payment request means any request for contract financing payment or invoice payment submitted by the contractor under this contract.
- (b) *Electronic payment requests.* Except as provided in paragraph (e) of this clause, the contractor shall submit payment requests in electronic form. Purchases paid with a Government-wide commercial purchase card are considered to be an electronic transaction for purposes of this rule, and therefore no additional electronic invoice submission is required.
- (c) Data transmission. A contractor must ensure that the data transmission method and format are through one of the following:
- (1) VA's Electronic Invoice Presentment and Payment System at the current website address provided in the contract.
- (2) Any system that conforms to the X12 electronic data interchange (EDI) formats established by the Accredited Standards Center (ASC) and chartered by the American National Standards Institute (ANSI).
- (d) Invoice requirements. Invoices shall comply with FAR 32.905.
- (e) *Exceptions*. If, based on one of the circumstances in this paragraph (e), the Contracting Officer directs that payment requests be made by mail, the Contractor shall submit payment requests by mail through the United States Postal Service to the designated agency office. Submission of payment requests by mail may be required for—
  - (1) Awards made to foreign vendors for work performed outside the United States;

- (2) Classified contracts or purchases when electronic submission and processing of payment requests could compromise the safeguarding of classified or privacy information;
- (3) Contracts awarded by contracting officers in the conduct of emergency operations, such as responses to national emergencies;
- (4) Solicitations or contracts in which the designated agency office is a VA entity other than the VA Financial Services Center in Austin, Texas; or
- (5) Solicitations or contracts in which the VA designated agency office does not have electronic invoicing capability as described above.

(End of Clause)

# A.5 VAAR 852.237-70 INDEMNIFICATION AND MEDICAL LIABILITY INSURANCE (OCT 2019)

### \* Amounts are listed below:

- (b) An apparently successful offeror, upon request of the Contracting Officer, shall, prior to contract award, furnish evidence of the insurability of the offeror and/or of all healthcare providers who will perform under this contract. The submission shall provide evidence of insurability concerning the medical liability insurance required by paragraph (a) of this clause or the provisions of State law as to self-insurance, or limitations on liability or insurance.
- (c) The Contractor shall, prior to commencement of services under the contract, provide to the Contracting Officer Certificates of Insurance or insurance policies evidencing the required insurance coverage and an endorsement stating that any cancellation or material change adversely affecting the Government's interest shall not be effective until 30 days after the insurer or the Contractor gives written notice to the Contracting Officer. Certificates or policies shall be provided for the Contractor and/or each health-care provider who will perform under this contract.

- (d) The Contractor shall notify the Contracting Officer within 5 days of becoming aware of a change in insurance providers during the performance period of this contract for all health-care providers performing under this contract. The notification shall provide evidence that the Contractor and/or health-care providers will meet all the requirements of this clause, including those concerning liability insurance and endorsements. These requirements may be met either under the new policy, or a combination of old and new policies, if applicable.
- (e) The Contractor shall insert the substance of this clause, including this paragraph (e), in all subcontracts for healthcare services under this contract. The Contractor shall be responsible for compliance by any subcontractor or lowertier subcontractor with the provisions set forth in paragraph (a) of this clause. At least 5 days before the commencement of work by any subcontractor, the Contractor shall furnish to the Contracting Officer evidence of such insurance.

#### (End of Clause)

# A.6 VAAR 852.219-74 LIMITATIONS ON SUBCONTRACTING—MONITORING AND COMPLIANCE (JUL 2018)

- (a) This solicitation includes VAAR 852.219-10 VA Notice of Total Service- Disabled Veteran-Owned Small Business Set-Aside.
- (b) Accordingly, any contract resulting from this solicitation is subject to the limitation on subcontracting requirements in 13 CFR 125.6, or the limitations on subcontracting requirements in the FAR clause, as applicable. The Contractor is advised that in performing contract administration functions, the Contracting Officer may use the services of a support contractor(s) retained by VA to assist in assessing the Contractor's compliance with the limitations on subcontracting or percentage of work performance requirements specified in the clause. To that end, the support contractor(s) may require access to Contractor's offices where the Contractor's business records or other proprietary data are retained and to review such business records regarding the Contractor's compliance with this requirement.
- (c) All support contractors conducting this review on behalf of VA will be required to sign an "Information Protection and Non-Disclosure and Disclosure of Conflicts of Interest Agreement" to ensure the Contractor's business records or other proprietary data reviewed or obtained in the course of assisting the Contracting Officer in assessing the Contractor for compliance are protected to ensure information or data is not improperly disclosed or other impropriety occurs.
- (d) Furthermore, if VA determines any services the support contractor(s) will perform in assessing compliance are advisory and assistance services as defined in FAR 2.101, Definitions, the support contractor(s) must also enter into an agreement with the Contractor to protect proprietary information as required by FAR 9.505-4, Obtaining access to proprietary information, paragraph (b). The Contractor is required to cooperate fully and make available any records as may be required to enable the Contracting Officer to assess the Contractor's

compliance with the limitations on subcontracting or percentage of work performance requirement.

### (End of Clause)

"General Decision Number: KS20200058 01/03/2020

Superseded General Decision Number: KS20190058

State: Kansas

Construction Type: Building

County: Shawnee County in Kansas.

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

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.80 for calendar year 2020 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.80 per hour (or the applicable wage rate listed on this wage determination, if it is higher)

for all hours spent performing on the contract in calendar year 2020. If this contract is covered by the EO and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must pay workers in that classification at least the wage rate determined through the conformance process set forth in 29 CFR 5.5(a)(1)(ii) (or the EO minimum wage rate, if it is higher than the conformed wage rate). The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number Publication Date
0 01/03/2020

BRKS0015-011 06/01/2018

Rates	Fringes
.\$ 35.16	14.02
Rates	Fringes
.\$ 34.74	19.56
Rates	Fringes
.\$ 17.04	.81
Rates	Fringes
.\$ 31.35	17.79
	.\$ 35.16  Rates  .\$ 34.74  Rates

	Rates	Fringes	
POWER EQUIPMENT OPERATOR:			
Bobcat/Skid Steer/Skid			
Loader	.\$ 37.63	15.97	
Oiler	.\$ 32.08	15.97	
Paver (Asphalt, Aggregate,			
and Concrete)	.\$ 38.44	15.97	
IRON0010-018 04/01/2019			
	Rates	Fringes	
IRONWORKER			
(Ornamental/Reinforcing)		30.44	
LAB01290-013 04/01/2019			
	Rates	Fringes	
LABORER			
Mason Tender - Brick		16.50	
PAIN2012-008 04/01/2019			

	Rates	Fringes
PAINTER (Brush, Roller, and		
Spray)		17.26
PLUM0441-016 06/01/2019		
	Rates	Fringes
PIPEFITTER (HVAC Pipe		
Installation Only)	\$ 36.85	17.79
PLUM0441-017 06/01/2019		
	Rates	Fringes
PLUMBER	\$ 36.85	17.79
PLUM0533-012 06/01/2016		
	Rates	Fringes
PIPEFITTER (Excludes HVAC		

Pipe Installation)	.\$ 45.33	19.32
ROOF0020-021 06/01/2019		
	Rates	Fringes
ROOFER	.\$ 33.65	19.39
* SHEE0002-011 07/01/2019		
	Rates	Fringes
SHEET METAL WORKER (HVAC Duct		
Installation Only)	.\$ 43.89	23.50
* SHEE0002-012 07/01/2019		
	Rates	Fringes
SHEET METAL WORKER (Excludes		
HVAC Duct Installation)	.\$ 43.89	23.50
TEAM0541-010 04/01/2019		

	Rates	Fringes
TRUCK DRIVER (Lowboy Truck)	\$ 33.79	14.75
TEAM0541-011 04/01/2019		
	Rates	Fringes
TRUCK DRIVER (Semi-Trailer Truck)	\$ 33.79	14.75
SUKS2015-027 07/08/2015		
	Rates	Fringes
ASBESTOS WORKER/HEAT & FROST INSULATOR	\$ 23.95	11.59
CARPENTER	\$ 22.94	7.04
CEMENT MASON/CONCRETE FINISHER	\$ 21.01	3.31
IRONWORKER, STRUCTURAL	\$ 29.00	25.35

LABORER:	Common or General\$	19.31	9.42
	Mason Tender - crete\$	17.86	1.01
OPERATOR:			
Backhoe/Ex	cavator/Trackhoe\$	26.69	7.01
OPERATOR:	Bulldozer\$	33.12	13.96
OPERATOR:	Crane\$	33.19	14.16
OPERATOR:	Forklift\$	34.83	14.16
OPERATOR:	Grader/Blade\$	31.05	13.26
OPERATOR:	Loader\$	30.35	12.04
OPERATOR:	Roller\$	33.78	13.64
TRUCK DRIV	ER: Dump (All Types)\$	25.50	10.38
WELDERS - Receive rate prescribed for craft performing			

operation to which welding is incidental.

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

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after

award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

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The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of ""identifiers" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this

classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

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

Survey Rate Identifiers

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

these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

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

Union Average Rate Identifiers

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

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

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#### WAGE DETERMINATION APPEALS PROCESS

- 1.) Has there been an initial decision in the matter? This can be:
- \* an existing published wage determination
- \* a survey underlying a wage determination
- \* a Wage and Hour Division letter setting forth a position on a wage determination matter
- \* a conformance (additional classification and rate) ruling

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

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

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

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

Wage and Hour Administrator

U.S. Department of Labor

200 Constitution Avenue, N.W.

Washington, DC 20210

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

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to: Administrative Review Board U.S. Department of Labor 200 Constitution Avenue, N.W. Washington, DC 20210 4.) All decisions by the Administrative Review Board are final. END OF GENERAL DECISION

#### LIST OF ATTACHMENTS

See attached document: SPECIFICATION VOL 1 (664 pages).
See attached document: SPECIFICATION VOL 2 (616 pages).
See attached document: SPECIFICATION VOL 3 (617 pages).
See attached document: 01 DRAWING DIV 01-14 (49 pages).

See attached document: 02 DRAWING DIV 21-22 (40 pages).

See attached document: 03 DRAWING DIV 23 V1 (24 pages).

See attached document: 03 DRAWING DIV 23 V2 (8 pages).

See attached document: 04 DRAWING DIV 26-28 (39 pages).