

**United States Department of Veterans Affairs**

**Task Order Proposal Request**

via

Indefinite Delivery/Indefinite Quantity (IDIQ) Contract, ND/SD Region Veterans Integrated Service Network 23 (VISN 23)

Solicitation Number: 36C26324R0021

Project: Refurbish Elevators and Replace Controls 437-22-101

Project Location: Fargo VA Medical Center, 2101 Elm Street North

Fargo, ND 58102

**Pre-Proposal Site Visit**:

Wednesday January 3, 2024 at 2:30 pm (Central Time)

**Due Date for Proposal Questions**:

Thursday January 11, 2024 at 2:30 pm (Central Time)

**Due Date for Proposal Package**:

Thursday January 25, 2024 at 2:30 pm (Central Time)

This solicitation administered by:

Department of Veterans Affairs

Network Contracting Office 23 (NCO 23)

316 Robert Street North, Suite 506

St Paul, MN 55101

1. SOLICITATION NUMBER

2. TYPE OF SOLICITATION

3. DATE ISSUED

PAGE OF PAGES

4. CONTRACT NUMBER

5. REQUISITION/PURCHASE REQUEST NUMBER

6. PROJECT NUMBER

7. ISSUED BY

CODE

8. ADDRESS OFFER TO

a. NAME

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

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

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

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

12b. CALENDAR DAYS

13. ADDITIONAL SOLICITATION REQUIREMENTS:

STANDARD FORM 1442 (REV. 8/2014)

STANDARD FORM 1442

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

SOLICITATION, OFFER,

AND AWARD

(Construction, Alteration, or Repair)

SOLICITATION

SOLICITATION

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

9. FOR INFORMATION

CALL:

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

SEALED BID (IFB)

NEGOTIATED (RFP)

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

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

calendar days after receiving

award,

notice to proceed. This performance period is

mandatory

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

YES

NO

a.

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

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

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

b.

An offer guarantee

is,

is not required.

c.

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

.

d.

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

considered and will be rejected.

2

19

36C26324R0021

X

12-14-2023

437-24-2-6681-0002

437-22-101

36C263

Department of Veterans Affairs

NETWORK 23 CONTRACTING OFFICE

Colin Moening - Contracting Specialist

316 Robert Street N. STE. 506

St. Paul MN 55101

Department of Veterans Affairs

NETWORK 23 CONTRACTING OFFICE

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St. Paul MN 55101

Colin Moening

651-293-3021

This solicitation is for the project titled Refurbish Elevators and Replace Controls, Project: 437-22-101.

Project site location is Fargo VA Health Care System, Fargo, ND 58102.

The contractor shall provide all labor, materials, and equipment to accomplish the Refurbish Elevators and Replace

Controls project per construction drawings and specifications. See Statement of Work, Specifications and Drawings

for full project description and requirements.

This task order solicitation is 100% set-aside for Service-Disabled Veteran Owned Small Business (SDVOSB) General

contractor who holds a Multiple Award Multiple Year Indefinite Delivery Indefinite Quantity (IDIQ) contract for the

ND/SD region.

In accordance with VAAR 819.7003(b), at the time of submission of offers and prior to award of any task order, the

offeror is required to be:

1. SDVOSB eligible under VAAR 819.7003,

2. Small business concern under the NAICS codes assigned to this acquisition, AND

3. Listed as a verified SDVOSB in VetCert database at SBA https://veterans.certify.sba.gov/

The project NAICS code is 236220, Commercial and Institution Building Construction, small business $45.0 Million.

Project Schedule: 546 calendar days after Notice to Proceed date.

Estimated Magnitude of Construction: Between $2,000,000 and $5,000,000.

Request for Information (RFI) will only be accepted and acknowledged from contractors who hold a ND/SD

IDIQ contract.

Subcontractors who need additional information are required to route questions through contractors who hold a ND/SD

IDIQ contract.

RFI's will only be accepted and acknowledged via the VendorPortal, and not via telephone or email.

14

546

X

X

52.211-10

X

10

0

2:30pm

CST

01-25-2024

X

90

14. NAME AND ADDRESS OF OFFEROR

15. TELEPHONE NUMBER

16. REMITTANCE ADDRESS

CODE

FACILITY CODE

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

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

AMOUNTS

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

19. ACKNOWLEDGMENT OF AMENDMENTS

AMENDMENT

NUMBER

DATE.

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

20b. SIGNATURE

20c. OFFER DATE

21. ITEMS ACCEPTED:

22. AMOUNT

23. ACCOUNTING AND APPROPRIATION DATA

24. SUBMIT INVOICES TO ADDRESS SHOWN IN

ITEM

25. OTHER THAN FULL AND OPEN COMPETITION PURSUANT TO

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

)

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

)

26. ADMINISTERED BY

27. PAYMENT WILL BE MADE BY

PHONE:

FAX:

28. NEGOTIATED AGREEMENT

29. AWARD

Your

Contractor agrees

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

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

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

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

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

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

ractual document is necessary.

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

the clauses, representations, certifications, and specifications incorporated

by reference in or attached to this contract.

30a. NAME AND TITLE OF CONTRACTOR OR PERSON AUTHORIZED

31a. NAME OF CONTRACTING OFFICER

TO SIGN

30b. SIGNATURE

30c. DATE

31b. UNITED STATES OF AMERICA

31c. AWARD DATE

BY

**OFFER**

**AWARD**

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

(Include ZIP Code)

(Include area code)

(Include only if different than Item 14.)

(Insert any number equal to or greater than

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

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

(Type or print)

(4 copies unless otherwise specified)

(Type or print)

(Type or print)

(Contractor is required to sign this

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

(Contractor is not required to sign this document.)

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

**(To be completed by Government)**

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

\*\*\*A completed Price Schedule and Price Schedule Breakdown

Sheet must be submitted for all line items\*\*\*

Base Project $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

437-3640162-6681-854200-3223 23NR2WA05

Obligation Number:

Department of Veterans Affairs

NETWORK 23 CONTRACTING OFFICE

Construction Team One

316 Robert Street N. STE. 506

St. Paul MN 55101

Y

Department of Veterans Affairs

Financial Services Center

PO Box 149971

Austin TX 78714-9971

Teresa Kohlbeck

VA-VHA-RPOC-2023-0057

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## A.3 PRICE/COST SCHEDULE

### ITEM INFORMATION

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| ITEM NUMBER | DESCRIPTION OF SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
| 0001 |  | 1.00 | JB | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
|  | Provide all materials, labor, equipment, etc. to provide a complete and coordinated construction project for Fargo VA Health Care System project 437-22-101, Refurbish Elevators and Replace Controls, in accordance with Plans and specifications. Period of Performance is 546 calendar days after NTP. Contract Period: Base POP Begin:  POP End:  PRINCIPAL NAICS CODE: 236220 - Commercial and Institutional Building Construction PRODUCT/SERVICE CODE: Z1DA - Maintenance of Hospitals and Infirmaries | | | |  |
|  |  |  |  | **GRAND TOTAL** | **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** |

## A.4 TASK ORDER INFORMATION

**NOTICE OF TASK ORDER REQUEST FOR PROPOSAL (RFP)**

**ISSUE DATE: Dec 14, 2023**

**PROJECT NUMBER: 437-22-101**

**PROJECT TITLE: Refurbish Elevators and Replace Controls**

**LOCATION: Fargo VA Health Care System**

**CONTRACTING POINT OF CONTACT: Colin Moening**

**PROPOSAL DUE DATE: Thursday January 25, 2024 at 2:30pm (CT).**

Under the terms and conditions set forth in the Network Contracting Office 23 ND/SD Indefinite Delivery Indefinite Quantity (IDIQ) Multiple Award Task Order Contract (MATOC), VA Network Contracting Office 23 (NCO 23) requests that you provide a price proposal for the above referenced project as described below and in the attached Construction Documents. The following information is provided to assist you in preparing your proposal:

Note: **All documentation submittal due times are local time (Central Time).**

Note: If a firm is **not submitting** a proposal, you are requested to **submit a "No Bid" response** via email to the Contracting Officer or through Vendor Portal within five (5) business days from receipt of the RFP.

1. **SCOPE:**  Construction work shall include, but shall not be limited to providing all materials, labor, equipment, etc. to provide a complete and coordinated construction project for Fargo VA Health Care System project 437-22-101, Refurbish Elevators and Replace Controls in accordance with the attached contract documents and the Scope of Work (SOW). All work shall comply with federal, state and local codes and requirements.
2. **PERIOD OF PERFORMANCE:**
   1. The contractor shall commence work under this contract within **14** calendar days after the date the Contractor receives the Notice to Proceed (NTP), prosecute the work diligently, and complete the entire work ready for use not later than **546 calendar days** from the contractor’s receipt of the NTP. The time stated for completion shall include final cleanup of the premises.
   2. Working hours will be 8:00 AM to 4:30 PM (CT) Monday – Friday, excluding weekends and federal holidays. To negate any interruptions of patient services, the contractor or sub-contractors may be required to work outside these hours for certain tasks that cannot take place during regular patient services hours. Any work scheduled on site outside of normal working hours must be scheduled with the VA Contracting Officer’s Representative (COR).
3. **NAICS CODE:** 236220, Commercial and Institutional Building Construction. Size standard: $45M.
4. **MAGNITUDE OF CONSTRUCTION:** Between $2,000,000 and $5,000,000.
5. **BONDS:**
   1. Bid Guarantee:  **Yes.**  20% as indicated in FAR Provision 52.228-1.
      1. Note: A scanned copy of the stamped Bid Guarantee shall be provided with the proposal.
   2. Performance and Payment Bonds**: Yes.** Performance and payment bonds in the amount of 100% of the awarded CLIN(s) shall be required. Bonds shall be submitted for approval to the Contracting Officer within 10 days after award of the task order. Commencement of construction is contingent upon approval of required bonds.
6. **WAGE DETERMINATION:** ND20230013 10202023 Full text of Wage Determination is provided as Attachment E, titled Attachment E-Wage Determ ND20230013 dated 10202023.
7. **SITE VISIT:** An organized Site Visit **has** been scheduled for **Wednesday January 3, 2024 at 2:30pm (CT)**. **Participants will meet at the Fargo VA Medical Center, building 1, room BD-95.** The Fargo point of contact is Todd Dalzell. He can be reached at email [todd.dalzell@va.gov](mailto:todd.dalzell@va.gov) or phone (701)-239-3760. Offerors are strongly encouraged to visit the VA installation to fully appraise themselves with the physical layout and the character and conditions under which the service is to be performed. Failure to do so will in no way relieve the successful offeror from the necessity of furnishing the services as specified in this proposal without additional cost to the Government.   
   1. Contractors shall adhere to the hospital’s requirement for the wearing of masks and Personal Protective Equipment (PPE). Contractors are held to the same standards as employees. The COR will be the point of contact for COVID precaution information.
8. **SOLICITATION QUESTIONS/CLARIFICATIONS:** Questions must be submitted to the vendor portal. Questions will be accepted up to **Thursday January 11, 2024 at 2:30pm (CT).**  All answers will be published to vendor portal via an amendment. The Government reserves the right to not answer any RFIs/questions after the stated due date/time.
9. **PROPOSAL FORMAT:**
   1. Proposals submitted in response to this solicitation shall be submitted via the eCMS Vendor Portal and formatted as follows:  
      1. Offerors shall submit a cover letter and price proposal in the form of electronic documents. The cover letter shall include:
         1. The solicitation number.
         2. The name, address, telephone and facsimile numbers, and e-mail addresses of the offeror.
         3. A statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation and agreement to furnish all items upon which prices are offered at the price set opposite each item.
         4. Names, titles, phone numbers, facsimile numbers, and e-mail addresses of persons authorized to negotiate on the offeror’s behalf with the Government in connection with this solicitation, and;
         5. Name, title, and signature of person authorized to sign the proposal.
         6. The price proposal shall be in the format provided in Price Schedule Sheet and Attachment A, Price Schedule Breakdown Sheet. The price proposal shall provide the total price and a price breakdown for the specified Divisions specified specifically for this project in Attachment A.
         7. Electronic documents shall be submitted in Microsoft Word and/or Microsoft Office Excel as applicable. An additional copy of all documentation shall be submitted using portable document format (.pdf).
   2. MINIMUM SUBMISSION REQUIREMENTS:
      1. In order to be considered for award, the offeror is required to submit, at a minimum, the following:
         1. Signed SF-1442
         2. Signed Amendment(s) SF-30, if any.
         3. Solicitation provided Price Schedule and attached Price Schedule Breakdown Sheet that contains pricing for the entire requirement.
         4. Safety or Environmental Violations and Experience Modification Rate Information in accordance with the written instructions stated herein.
         5. Signed Limitations on Subcontracting Certificate of Compliance.
10. **BASIS OF AWARD: Price Only**
    1. Award will be based on price. Offeror shall submit a cost breakdown based upon the **attached Price Schedule Breakdown Sheet** to permit a complete an analysis of price, including labor, burden, materials, equipment, transportation, supervision, and disposal.  
       1. **EVALUATION PROCEDURE**:  
            
          The offeror shall:
          1. Submit the properly filled out Price Schedule, included in the solicitation. This is also attached.
          2. Provide a cost breakdown based on the **attached** Price Schedule Breakdown Sheet, for the base bid and all alternative bids (if applicable).
       2. The offeror’s price proposal will be initially evaluated by the Contracting Officer (CO) for completeness. Only the lowest price proposal, found to be complete, will be provided to the Contracting Officer’s Representative (COR) for evaluation.
       3. The Government will evaluate pricing for award purposes by reviewing the cost breakdown provided using the attached Price Schedule Breakdown Sheet. The Government may determine that an offer is unacceptable if the proposal prices are significantly unbalanced. A proposal price is unbalanced when the proposal is based on prices significantly less than the cost for some work and/or significantly overstated for other work. If the lowest price proposal is determined to be unacceptable, the COR will be given the next lowest price proposal for evaluation, and so on, until a determination of full acceptability has been made.
       4. Price reasonableness will be established using any necessary price/cost analysis techniques in FAR 15.404-1, including but not limited to price competition information and the Independent Government Cost Estimate (IGCE), along with any other pricing tools deemed necessary.
       5. An award cannot be made if the successful offer’s proposal price exceeds available funding or cost limitations (if applicable).

1. **SITE SUPERVISION:**  The Contractor shall provide supervision in accordance with contract clause 52.236-6, Superintendence by the Contractor.
2. **SYSTEM FOR AWARD MANAGEMENT (SAM):** Contractors must ensure that their registration in SAM is up-to-date at time of proposal due date and prior to award of a task order. For more information, see the SAM website at [System for Award Management (sam.gov)](https://www.sam.gov/SAM/) . A task order cannot be awarded to a contractor that is not registered and current in SAM.
3. **SAFETY OR ENVIRONMENTAL VIOLATIONS AND EXPERIENCE   
     
   MODIFICATION RATE**
   1. All Offerors shall submit information pertaining to their past Safety and Environmental record. The information must contain a certification that the bidder/offeror has no more than three (3) serious, or one (1) repeat or one (1) willful OSHA or any EPA violation(s) in the past three years. If such certification cannot be made, a Bidder/Offeror shall explain why and submit as much information as possible regarding the circumstances of its past safety and environmental record, including the number of EPA violations and/or the number of serious, repeat, and/or willful OSHA violations, along with a detailed description of those violations.
   2. All Bidders/Offerors shall submit information regarding their current Experience Modification Rate (EMR). This information shall be obtained from the Bidder’s/Offeror’s insurance carrier and be furnished on the insurance carrier’s letterhead. If a Bidder/Offeror’s EMR is above 1.0, Bidder/Offeror must submit a written explanation of the EMR from its insurance carrier furnished on the insurance carrier’s letterhead, describing the reasons for the EMR, and the anticipated date the EMR may be reduced to 1.0 or below.
   3. 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.
   4. If the NCCI cannot issue an EMR because the Bidder/Offeror lacks insurance history, Bidder/Offeror shall submit a letter indicating so from its insurance carrier furnished on the insurance carrier’s letterhead and include a letter from the NCCI indicating that is has assigned Bidder/Offeror a Unity Rating of 1.0.
   5. The above information, along with other information obtained from Government systems, such as the OSHA and EPA online inspection history databases, will be used to make an initial Determination of Responsibility.
   6. This requirement is applicable to all subcontracting tiers, and prospective prime contractors are responsible for determining the responsibility of their prospective subcontractors.

**Safety or Environmental Violations and Experience Modification Rate**

Pre-Award Contractor Safety and Environmental Record Evaluation Form

Company Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Telephone: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Email: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Contact: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

|  |  |  |  |
| --- | --- | --- | --- |
| **Category** | **2020** | **2021** | **2022** |
| Number of man hours (jobsite and office). |  |  |  |
| Number of cases involving days away from work, restricted activity, or both (Column H and I of OSHA 300). |  |  |  |
| Days away, restricted, or transferred rate (# of days away, restricted, or transferred cases x 200,000/# of man hours) (DART Rate). |  |  |  |
| Number of serious, willful, or repeat violations from OSHA within the last 3 years. Please attach explanation for any violations. |  |  |  |

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

2. Provide your six-digit North American Industrial Classification System (NAICS) Code for this acquisition: 236220

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

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

*End of Safety/Environmental Violations & EMR*

# CONTRACT CLAUSES

All applicable Clauses of the base IDIQ contract for each offeror are incorporated into this solicitation in full force and effect. The following clauses are updated with this solicitation.

## A.5 52.222-23 NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY FOR CONSTRUCTION (FEB 1999)

(a) The offeror's attention is called to the Equal Opportunity clause and the Affirmative Action Compliance Requirements for Construction clause of this solicitation.

(b) The goals for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:

|  |  |
| --- | --- |
| **Goals for minority participation for each trade** | **Goals for female participation for each trade** |
| .7 % | 6.9 % |

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

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

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

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

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

(3) Estimated dollar amount of the subcontract;

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

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

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

(End of Provision)

## A.6 52.232-18 AVAILABILITY OF FUNDS (APR 1984)

Funds are not presently available for this contract. The Government's obligation under this contract is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise until funds are made available to the Contracting Officer for this contract and until the Contractor receives notice of such availability, to be confirmed in writing by the Contracting Officer.

(End of Clause)

## A.7 52.225-9 BUY AMERICAN—CONSTRUCTION MATERIALS (OCT 2022)

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

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

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

(i) A commercial product (as defined in paragraph (1) of the definition of ‘‘commercial product’’ 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 any article, material, or supply incorporated directly into construction material.

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

*Cost of components* means—

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

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

*Critical component* means a component that is mined, produced, or manufactured in the United States and deemed critical to the U.S. supply chain. The list of critical components is at FAR 25.105.

*Critical item* means a domestic construction material or domestic end product that is deemed critical to U.S. supply chain resiliency. The list of critical items is at FAR 25.105.

*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 60 percent of the cost of all its components, except that the percentage will be 65 percent for items delivered in calendar years 2024 through 2028 and 75 percent for items delivered starting in calendar year 2029. 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.

*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.

(b) Domestic preference.

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

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

None

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

(i) The cost of domestic construction material would be unreasonable.

(A) *For domestic construction material that is not a critical item or does not contain critical components.*

(*1*) The cost of a particular domestic construction material subject to the requirements of the Buy American statute is unreasonable when the cost of such material exceeds the cost of foreign material by more than 20 percent;

(*2*) For construction material that is not a COTS item and does not consist wholly or predominantly of iron or steel or a combination of both, if the cost of a particular domestic construction material is determined to be unreasonable or there is no domestic offer received, and the low offer is for foreign construction material that is manufactured in the United States and does not exceed 55 percent domestic content, the Contracting Officer will treat the lowest offer of foreign construction material that exceeds 55 percent domestic content as a domestic offer and determine whether the cost of that offer is unreasonable by applying the evaluation factor listed in paragraph (b)(3)(i)(A)(*1*) of this clause.

(*3*) The procedures in paragraph (b)(3)(i)(A)(*2*) of this clause will no longer apply as of January 1, 2030.

(B) *For domestic construction material that is a critical item or contains critical components.*

(*1*) The cost of a particular domestic construction material that is a critical item or contains critical components, subject to the requirements of the Buy American statute, is unreasonable when the cost of such material exceeds the cost of foreign material by more than 20 percent plus the additional preference factor identified for the critical item or construction material containing critical components listed at FAR 25.105.

(*2*) For construction material that does not consist wholly or predominantly of iron or steel or a combination of both, if the cost of a particular domestic construction material is determined to be unreasonable or there is no domestic offer received, and the low offer is for foreign construction material that does not exceed 55 percent domestic content, the Contracting Officer will treat the lowest foreign offer of construction material that is manufactured in the United States and exceeds 55 percent domestic content as a domestic offer, and determine whether the cost of that offer is unreasonable by applying the evaluation factor listed in paragraph (b)(3)(i)(B)(*1*) of this clause.

(*3*) The procedures in paragraph (b)(3)(i)(B)(*2*) of this clause will no longer apply as of January 1, 2030.

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

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

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

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

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

(B) Unit of measure;

(C) Quantity;

(D) Price;

(E) Time of delivery or availability;

(F) Location of the construction project;

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

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

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

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

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

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

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

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

FOREIGN AND DOMESTIC CONSTRUCTION MATERIALS PRICE COMPARISON

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

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

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

[Include other applicable supporting information.]

(End of Clause)

## A.8 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

https://www.acquisition.gov/browse/index/far

https://www.va.gov/oal/library/vaar/

(End of Clause)

|  |  |  |
| --- | --- | --- |
| **FAR Number** | **Title** | **Date** |
| 52.225-10 | NOTICE OF BUY AMERICAN REQUIREMENT—CONSTRUCTION MATERIALS | MAY 2014 |
| 852.219-75 | VA NOTICE OF LIMITATIONS ON SUBCONTRACTING—CERTIFICATE OF COMPLIANCE FOR SERVICES AND CONSTRUCTION (DEVIATION) | JAN 2023 |

## A.9 ATTACHMENTS

See attached document: Attch A - Price Schedule Breakdown Sheet Refurb Elev Fargo - 1 page.

See attached document: Attch B - P09 Final SOW Refurbish Elevators and Controls 28 Nov 2023 - 3 pages.

See attached document: Attch B.1 - 437-22-101 Elevator Commissioning-Inspection - 7 pages.

See attached document: Attch B.2 - insp\_guide\_electric\_elevators - 2 pages.

See attached document: Attch B.3 - insp\_guide\_for\_hydraulic\_elevators - 2 pages.

See attached document: Attch C - Drawings Refurb Elev 14 Nov 2023 (1 of 3) - 25 pages.

See attached document: Attch C.1 - Drawings Refurb Elev 14 Nov 2023 (2 of 3) - 11 pages.

See attached document: Attch C.2 - Drawings Refurb Elev 14 Nov 2023 (3 of 3) - 5 pages.

See attached document: Attch D - Specifications Refurb Elevators 29 Nov 2023 - 660 pages.

See attached document: Attch E - Wage Determ ND20230013 10-20-2023 current as of 13 Dec 2023.

See attached document: Attch F - Limitations of Subcontracting Certificate of Compliance - 2 pages.