

SOLICITATION, OFFER, AND AWARD (Construction, Alteration, or Repair)	1. SOLICITATION NUMBER VA263-17-R-0160	2. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)	3. DATE ISSUED 04-20-2017	PAGE OF PAGES 1 20
	IMPORTANT - The "offer" section on the reverse must be fully completed by offeror.			

4. CONTRACT NUMBER	5. REQUISITION/PURCHASE REQUEST NUMBER 438-17-3-353-0018	6. PROJECT NUMBER 438-16-104
--------------------	---	---------------------------------

7. ISSUED BY Department of Veterans Affairs VISN 23, Purchase and Contract Section 4101 Woolworth Avenue, Bldg C Omaha NE 68105	CODE	8. ADDRESS OFFER TO Sharon Spohn, sharon.spohn@va.gov Department of Veterans Affairs VISN 23, Purchase and Contract Section 4101 Woolworth Avenue, Bldg C Omaha NE 68105-1850
---	------	--

9. FOR INFORMATION CALL:	a. NAME Sharon Spohn	b. TELEPHONE NUMBER (Include area code) (NO COLLECT CALLS) 402-995-4510
--------------------------	-------------------------	--

SOLICITATION

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

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

Project: 438-16-104, Renovate Building 5 Chapel
VA Contracting POC: Sharon Spohn, phone: 402-995-4510, email: sharon.spohn@va.gov

The contractor shall provide all resources necessary to renovate the west wing of 3rd floor of Building 5 for the chapel and low oxygen clinic at the Sioux Falls VA Health Care System as described in the statement of work (SOW). The project includes demolition and renovation of approximately 4,500 square foot of existing space on 3rd floor of building 5 and upgrades to the mechanical, electrical, and plumbing systems for the renovated space.

11. The Contractor shall begin performance within 10 calendar days and complete it within 270 calendar days after receiving award, notice to proceed. This performance period is mandatory negotiable. (See 52.211-10).

12a. THE CONTRACTOR MUST FURNISH ANY REQUIRED PERFORMANCE AND PAYMENT BONDS? (If "YES," indicate within how many calendar days after award in Item 12B.) <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	12b. CALENDAR DAYS 10
--	------------------------------

13. ADDITIONAL SOLICITATION REQUIREMENTS:

a. Sealed offers in original and 1 copies to perform the work required are due at the place specified in Item 8 by 10:00 AM (CST) (hour) local time 05-23-2017 (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 90 calendar days for Government acceptance after the date offers are due will not be considered and will be rejected.

REQUEST FOR PROPOSAL (RFP)

DATE: April 20, 2017

SUBJECT: Renovate Building 5 Chapel, Sioux Falls VA Health Care System

LOCATION: 2501 West 22nd Street, Sioux Falls, South Dakota 57105-1305

Under the terms and conditions set forth in the NWI Indefinite Delivery Indefinite Quantity (IDIQ) Multiple Award Task Order Contract (MATOC), VA requests that you provide a price proposal for the above referenced subject as described in the attached Scope of Services. The following information is provided to assist you in preparing your proposal:

Note: **All documentation submittal due times are local time (Omaha, Nebraska).**

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

A. Description of effort:	See attached Scope of Services (Attachment D)
B. Job Location:	Sioux Falls VA Health Care System
C. Proposal Due Date:	May 23, 2017; 10:00 AM (CST)
D. Days for government acceptance of proposal:	90 business days
E. Source Selection Type:	Price Only
F. Contract Type:	Firm Fixed Price (FFP) Task Order
G. Magnitude of Construction:	Between \$2,000,000 and \$5,000,000
H. Pre-proposal Conference & Site Visit:	See Paragraph R4 below
I. Period of performance:	270 calendar days following Notice to Proceed (NTP) for the total performance period.

	Please identify in your proposal any material purchase(s) lead time that would conflict with the expected PoP.
J. Drawings Provided:	Yes. See Attachments
K. Work Hours:	7:00 am - 4:30 p.m. Monday-Friday; after hours required
L. Submittal(s) Required:	Yes
M. Value Engineering:	Reference FAR Clause 52.248-3
N. Payment and Performance Bonds:	Yes. Must be submitted within 10 calendar days after award.
O. Bid guarantee:	Yes. 20% as indicated in FAR Provision 52.228-1. Note: A scanned copy of the Bid Guarantee may be provided with the proposal. A signed and sealed original must be provided by the awardee prior to award.
P. Davis-Bacon Wage Determination:	SD170034, Mod 2 Dated 2/10/2017 Full text of the wage determination is provided as Attachment E.
Q. North American Industry Classification System (NAICS) Code:	236220

R. ADDITIONAL INSTRUCTIONS:

1. Solicitation Questions:

Questions must be submitted in writing. The questions format is provided as Attachment C. Questions shall be submitted via electronic mail (e-mail) to: Sharon.Spohn@va.gov with a copy to Michael.Freeman3@va.gov. Questions will be accepted up to 2:00 PM (CST) on May 12, 2017. All questions and answers will be published via amendment to the solicitation.

2. General Information

All prospective MATOC offerors are advised that this solicitation will remain unchanged unless it is amended in writing.

3. Proposal Format

3.1 Proposals submitted in response to this solicitation shall be submitted via the [eCMS Vendor Portal](#) and formatted as follows:

3.2 Offerors shall submit a cover letter and price proposal in the form of electronic documents.

3.2.1 The cover letter shall include:

- (a) The solicitation number;
- (b) The name, address, telephone and facsimile numbers, and e-mail addresses of the offeror.
- (c) 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;
- (d) 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;

(e) Name, title, and signature of person authorized to sign the proposal.

(f) *A statement that pricing is in accordance with the RS Means pricing of 3/17/14 and contract negotiated coefficient.*

3.2.2 The price proposal shall be in the format provided in Attachment A, Price Schedule Sheet and Attachment B, Price Schedule Breakdown Sheet. The price proposal shall provide the total price and a price breakdown for the specified RS Means divisions in specified in Attachment B.

3.2.3 Price Schedule Breakdown Sheet for Specified RS Means divisions shall be submitted using an electronic format that is fully compatible with Microsoft Office Excel.

3.3 Electronic documents shall be submitted using portable document format (.pdf) and pricing breakdown shall be submitted in Microsoft Office Excel format.

4. Site Visit

A site visit is scheduled for May 4, 2017 at 10:00 AM (CST). The offerors are urged and expected to inspect the site where the work will be performed.

5. System for Award Management (SAM)

Contractors must ensure that their registration in SAM is up-to-date prior to award of a task order. For more information, see the SAM website at <http://www.sam.gov>. A task order cannot be awarded to a contractor that is not registered and current in SAM.

6. Basis of Award

The Government will evaluate each proposal as a whole on the basis of price by adding all CLIN(s). Award will be made to the lowest priced offer received that is technically acceptable.

7. Payment Protection

Performance and payment bonds in the amount of 100% of the award amount 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.

8. Supervision

The Contractor shall provide supervision in accordance with contract clause 52.236-6, Superintendence by the Contractor.

9. Clauses

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

9.2 FAR 52.222-23, NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY FOR CONSTRUCTION (FEB 1999)

Goals for minority participation for each trade	Goals for female participation for each trade
3.4%	6.9%

9.3 FAR 52.236-13, ACCIDENT PREVENTION ALT I (Nov 1991)

9.4 FAR 52.222-37 EMPLOYMENT REPORTS ON VETERANS (FEB 2016)

(a) *Definitions.* As used in this clause, “active duty wartime or campaign badge veteran,” “Armed Forces service medal veteran,” “disabled veteran,” “protected veteran,” and “recently separated veteran,” have the meanings given in FAR 22.1301.

(b) Unless the Contractor is a State or local government agency, the Contractor shall report at least annually, as required by the Secretary of Labor, on—

(1) The total number of employees in the contractor’s workforce, by job category and hiring location, who are protected veterans (*i.e.*, active duty wartime or campaign badge veterans, Armed Forces service medal veterans, disabled veterans, and recently separated veterans);

(2) The total number of new employees hired during the period covered by the report, and of the total, the number of protected veterans (*i.e.*, active duty wartime or campaign badge veterans, Armed Forces service medal veterans, disabled veterans, and recently separated veterans); and

(3) The maximum number and minimum number of employees of the Contractor or subcontractor at each hiring location during the period covered by the report.

(c) The Contractor shall report the above items by filing the VETS-4212 “Federal Contractor Veterans’ Employment Report” (see “VETS-4212 Federal Contractor Reporting” and “Filing Your VETS-4212 Report” at <http://www.dol.gov/vets/vets4212.htm>).

(d) The Contractor shall file VETS-4212 Reports no later than September 30 of each year.

(e) The employment activity report required by paragraphs (b)(2) and (b)(3) of this clause shall reflect total new hires, and maximum and minimum number of employees, during the most recent 12-month period preceding the ending date selected for the report. Contractors may select an ending date—

(1) As of the end of any pay period between July 1 and August 31 of the year the report is due; or

(2) As of December 31, if the Contractor has prior written approval from the Equal Employment Opportunity Commission to do so for purposes of submitting the Employer Information Report EEO-1 (Standard Form 100).

(f) The number of veterans reported must be based on data known to the contractor when completing the VETS-4212. The contractor's knowledge of veterans status may be obtained in a variety of ways, including an invitation to applicants to self-identify (in accordance with 41 CFR 60-300.42), voluntary self-disclosure by employees, or actual knowledge of veteran status by the contractor. This paragraph does not relieve an employer of liability for discrimination under 38 U.S.C. 4212.

(g) The Contractor shall insert the terms of this clause in subcontracts of \$150,000 or more unless exempted by rules, regulations, or orders of the Secretary of Labor.

9.5 FAR 52.223-21 FOAMS (JUN 2016)

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

Global warming potential means how much a given mass of a chemical contributes to global warming over a given time period compared to the same mass of carbon dioxide. Carbon dioxide's global warming potential is defined as 1.0.

High global warming potential hydrofluorocarbons means any hydrofluorocarbons in a particular end use for which EPA's Significant New Alternatives Policy (SNAP) program has identified other acceptable alternatives that have lower global warming potential. The SNAP list of alternatives is found at 40 CFR part 82, subpart G, with supplemental tables of alternatives available at <http://www.epa.gov/snap/>.

Hydrofluorocarbons means compounds that contain only hydrogen, fluorine, and carbon.

(b) Unless otherwise specified in the contract, the Contractor shall reduce its use, release, and emissions of high global warming potential hydrofluorocarbons and refrigerant blends containing hydrofluorocarbons, when feasible, from foam blowing agents, under this contract. When determining feasibility of using a particular alternative, the Contractor shall consider environmental, technical, and economic factors such as—

- (1) In-use emission rates, energy efficiency, and safety;
- (2) Ability to meet performance requirements; and
- (3) Commercial availability at a reasonable cost.

(c) The Contractor shall refer to EPA's SNAP program to identify alternatives. The SNAP list of alternatives is found at 40 CFR part 82, subpart G, with supplemental tables available at <http://www.epa.gov/snap/>.

9.6 52.232-27 Prompt Payment for Construction Contracts (Jan 2017)

Notwithstanding any other payment terms in this contract, the Government will make invoice payments under the terms and conditions specified in this clause. The Government considers payment as being made on the day a check is dated or the date of an electronic funds transfer. Definitions of pertinent terms are set forth in sections 2.101, 32.001, and 32.902 of the Federal Acquisition Regulation. All days referred to in this clause are calendar days, unless otherwise specified. (However, see paragraph (a)(3) concerning payments due on Saturdays, Sundays, and legal holidays.)

(a) Invoice payments—

(1) Types of invoice payments. For purposes of this clause, there are several types of invoice payments that may occur under this contract, as follows:

(i) Progress payments, if provided for elsewhere in this contract, based on Contracting Officer approval of the estimated amount and value of work or services performed, including payments for reaching milestones in any project.

(A) The due date for making such payments is 14 days after the designated billing office receives a proper payment request. If the designated billing office fails to annotate the payment request with the actual date of receipt at the time of receipt, the payment due date is the 14th day after the date of the Contractor's payment request, provided the designated billing office receives a proper payment request and there is no disagreement over quantity, quality, or Contractor compliance with contract requirements.

(B) The due date for payment of any amounts retained by the Contracting Officer in accordance with the clause at 52.232-5, Payments Under Fixed-Price Construction Contracts, is as specified in the contract or, if not specified, 30 days after approval by the Contracting Officer for release to the Contractor.

(ii) Final payments based on completion and acceptance of all work and presentation of release of all claims against the Government arising by virtue of the contract, and payments for partial deliveries that have been accepted by the Government (e.g., each separate building, public work, or other division of the contract for which the price is stated separately in the contract).

(A) The due date for making such payments is the later of the following two events:

(1) The 30th day after the designated billing office receives a proper invoice from the Contractor.

(2) The 30th day after Government acceptance of the work or services completed by the Contractor. For a final invoice when the payment amount is subject to contract settlement actions (e.g., release of claims), acceptance is deemed to occur on the effective date of the contract settlement.

(B) If the designated billing office fails to annotate the invoice with the date of actual receipt at the time of receipt, the invoice payment due date is the 30th day after the date of the Contractor's invoice, provided the designated billing office receives a proper invoice and there is no disagreement over quantity, quality, or Contractor compliance with contract requirements.

(2) Contractor's invoice. The Contractor shall prepare and submit invoices to the designated billing office specified in the contract. A proper invoice must include the items listed in paragraphs (a)(2)(i) through (a)(2)(xi) of this clause. If the invoice does not comply with these requirements, the designated billing office must return it within 7 days after receipt, with the reasons why it is not a proper invoice. When computing any interest penalty owed the Contractor, the Government will take into account if the Government notifies the Contractor of an improper invoice in an untimely manner.

(i) Name and address of the Contractor.

(ii) Invoice date and invoice number. (The Contractor should date invoices as close as possible to the date of mailing or transmission.)

(iii) Contract number or other authorization for work or services performed (including order number and line item number).

(iv) Description of work or services performed.

(v) Delivery and payment terms (e.g., discount for prompt payment terms).

(vi) Name and address of Contractor official to whom payment is to be sent (must be the same as that in the contract or in a proper notice of assignment).

(vii) Name (where practicable), title, phone number, and mailing address of person to notify in the event of a defective invoice.

(viii) For payments described in paragraph (a)(1)(i) of this clause, substantiation of the amounts requested and certification in accordance with the requirements of the clause at 52.232-5, Payments Under Fixed-Price Construction Contracts.

(ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.

(x) Electronic funds transfer (EFT) banking information.

(A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.

(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision (e.g., 52.232-38, Submission of Electronic Funds Transfer Information with Offer), contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer—System for Award Management, or 52.232-34, Payment by Electronic Funds Transfer—Other Than System for Award Management), or applicable agency procedures.

(C) EFT banking information is not required if the Government waived the requirement to pay by EFT.

(xi) Any other information or documentation required by the contract.

(3) Interest penalty. The designated payment office will pay an interest penalty automatically, without request from the Contractor, if payment is not made by the due date and the conditions listed in paragraphs (a)(3)(i) through (a)(3)(iii) of this clause are met, if applicable. However, when the due date falls on a Saturday, Sunday, or legal holiday, the designated payment office may make payment on the following working day without incurring a late payment interest penalty.

(i) The designated billing office received a proper invoice.

(ii) The Government processed a receiving report or other Government documentation authorizing payment and there was no disagreement over quantity, quality, Contractor compliance with any contract term or condition, or requested progress payment amount.

(iii) In the case of a final invoice for any balance of funds due the Contractor for work or services performed, the amount was not subject to further contract settlement actions between the Government and the Contractor.

(4) Computing penalty amount. The Government will compute the interest penalty in accordance with the Office of Management and Budget prompt payment regulations at 5 CFR Part 1315.

(i) For the sole purpose of computing an interest penalty that might be due the Contractor for payments described in paragraph (a)(1)(ii) of this clause, Government acceptance or approval is deemed to occur constructively on the 7th day after the Contractor has completed the work or services in accordance with the terms and conditions of the contract. If actual acceptance or approval occurs within the constructive acceptance or approval period, the Government will base the determination of an interest penalty on the actual date of acceptance or approval. Constructive acceptance or constructive approval requirements do not apply if there is a disagreement over quantity, quality, or Contractor compliance with a contract provision. These requirements also do not compel Government officials to accept work or services, approve Contractor estimates, perform contract administration functions, or make payment prior to fulfilling their responsibilities.

(ii) The prompt payment regulations at 5 CFR 1315.10(c) do not require the Government to pay interest penalties if payment delays are due to disagreement between the Government and the Contractor over the payment amount or other issues involving contract compliance, or on amounts temporarily withheld or retained in accordance with the terms of the contract. The Government and the Contractor shall resolve claims involving disputes, and any interest that may be payable in accordance with the clause at FAR 52.233-1, Disputes.

(5) Discounts for prompt payment. The designated payment office will pay an interest penalty automatically, without request from the Contractor, if the Government takes a discount for prompt payment improperly. The Government will calculate the interest penalty in accordance with the prompt payment regulations at 5 CFR Part 1315.

(6) Additional interest penalty.

(i) The designated payment office will pay a penalty amount, calculated in accordance with the prompt payment regulations at 5 CFR Part 1315 in addition to the interest penalty amount only if—

(A) The Government owes an interest penalty of \$1 or more;

(B) The designated payment office does not pay the interest penalty within 10 days after the date the invoice amount is paid; and

(C) The Contractor makes a written demand to the designated payment office for additional penalty payment, in accordance with paragraph (a)(6)(ii) of this clause, postmarked not later than 40 days after the date the invoice amount is paid.

(ii)(A) The Contractor shall support written demands for additional penalty payments with the following data. The Government will not request any additional data. The Contractor shall—

(1) Specifically assert that late payment interest is due under a specific invoice, and request payment of all overdue late payment interest penalty and such additional penalty as may be required;

(2) Attach a copy of the invoice on which the unpaid late payment interest was due; and

(3) State that payment of the principal has been received, including the date of receipt.

(B) If there is no postmark or the postmark is illegible—

(1) The designated payment office that receives the demand will annotate it with the date of receipt provided the demand is received on or before the 40th day after payment was made; or

(2) If the designated payment office fails to make the required annotation, the Government will determine the demand's validity based on the date the Contractor has placed on the demand, provided such date is no later than the 40th day after payment was made.

(b) Contract financing payments. If this contract provides for contract financing, the Government will make contract financing payments in accordance with the applicable contract financing clause.

(c) Subcontract clause requirements. The Contractor shall include in each subcontract for property or services (including a material supplier) for the purpose of performing this contract the following:

(1) Prompt payment for subcontractors. A payment clause that obligates the Contractor to pay the subcontractor for satisfactory performance under its subcontract not later than 7 days from receipt of payment out of such amounts as are paid to the Contractor under this contract.

(2) Interest for subcontractors. An interest penalty clause that obligates the Contractor to pay to the subcontractor an interest penalty for each payment not made in accordance with the payment clause—

(i) For the period beginning on the day after the required payment date and ending on the date on which payment of the amount due is made; and

(ii) Computed at the rate of interest established by the Secretary of the Treasury, and published in the Federal Register, for interest payments under 41 U.S.C. 7109 in effect at the time the Contractor accrues the obligation to pay an interest penalty.

(3) Subcontractor clause flowdown. A clause requiring each subcontractor to—

(i) Include a payment clause and an interest penalty clause conforming to the standards set forth in paragraphs (c)(1) and (c)(2) of this clause in each of its subcontracts; and

(ii) Require each of its subcontractors to include such clauses in their subcontracts with each lower-tier subcontractor or supplier.

(d) Subcontract clause interpretation. The clauses required by paragraph (c) of this clause shall not be construed to impair the right of the Contractor or a subcontractor at any tier to negotiate, and to include in their subcontract, provisions that—

(1) Retainage permitted. Permit the Contractor or a subcontractor to retain (without cause) a specified percentage of each progress payment otherwise due to a subcontractor for satisfactory performance under the subcontract without incurring any obligation to pay a late payment interest penalty, in accordance with terms and conditions agreed to by the parties to the subcontract, giving such recognition as the parties deem appropriate to the ability of a subcontractor to furnish a performance bond and a payment bond;

(2) Withholding permitted. Permit the Contractor or subcontractor to make a determination that part or all of the subcontractor's request for payment may be withheld in accordance with the subcontract agreement; and

(3) Withholding requirements. Permit such withholding without incurring any obligation to pay a late payment penalty if—

(i) A notice conforming to the standards of paragraph (g) of this clause previously has been furnished to the subcontractor; and

(ii) The Contractor furnishes to the Contracting Officer a copy of any notice issued by a Contractor pursuant to paragraph (d)(3)(i) of this clause.

(e) Subcontractor withholding procedures. If a Contractor, after making a request for payment to the Government but before making a payment to a subcontractor for the subcontractor's performance covered by the payment request, discovers that all or a portion of the payment otherwise due such subcontractor is subject to withholding from the subcontractor in accordance with the subcontract agreement, then the Contractor shall—

(1) Subcontractor notice. Furnish to the subcontractor a notice conforming to the standards of paragraph (g) of this clause as soon as practicable upon ascertaining the cause giving rise to a withholding, but prior to the due date for subcontractor payment;

(2) Contracting Officer notice. Furnish to the Contracting Officer, as soon as practicable, a copy of the notice furnished to the subcontractor pursuant to paragraph (e)(1) of this clause;

(3) Subcontractor progress payment reduction. Reduce the subcontractor's progress payment by an amount not to exceed the amount specified in the notice of withholding furnished under paragraph (e)(1) of this clause;

(4) Subsequent subcontractor payment. Pay the subcontractor as soon as practicable after the correction of the identified subcontract performance deficiency, and—

(i) Make such payment within—

(A) Seven days after correction of the identified subcontract performance deficiency (unless the funds therefor must be recovered from the Government because of a reduction under paragraph (e)(5)(i)) of this clause; or

(B) Seven days after the Contractor recovers such funds from the Government; or

(ii) Incur an obligation to pay a late payment interest penalty computed at the rate of interest established by the Secretary of the Treasury, and published in the Federal Register, for interest payments under 41 U.S.C. 7109 in effect at the time the Contractor accrues the obligation to pay an interest penalty;

(5) Notice to Contracting Officer. Notify the Contracting Officer upon—

(i) Reduction of the amount of any subsequent certified application for payment; or

(ii) Payment to the subcontractor of any withheld amounts of a progress payment, specifying—

(A) The amounts withheld under paragraph (e)(1) of this clause; and

(B) The dates that such withholding began and ended; and

(6) Interest to Government. Be obligated to pay to the Government an amount equal to interest on the withheld payments (computed in the manner provided in 31 U.S.C. 3903(c)(1)), from the 8th day after receipt of the withheld amounts from the Government until—

(i) The day the identified subcontractor performance deficiency is corrected; or

(ii) The date that any subsequent payment is reduced under paragraph (e)(5)(i) of this clause.

(f) Third-party deficiency reports—

(1) Withholding from subcontractor. If a Contractor, after making payment to a first-tier subcontractor, receives from a supplier or subcontractor of the first-tier subcontractor (hereafter referred to as a “second-tier subcontractor”) a written notice in accordance with 40 U.S.C. 3133, asserting a deficiency in such first-tier subcontractor’s performance under the contract for which the Contractor may be ultimately liable, and the Contractor determines that all or a portion of future payments otherwise due such first-tier subcontractor is subject to withholding in accordance with the subcontract agreement, the Contractor may, without incurring an obligation to pay an interest penalty under paragraph (e)(6) of this clause—

(i) Furnish to the first-tier subcontractor a notice conforming to the standards of paragraph (g) of this clause as soon as practicable upon making such determination; and

(ii) Withhold from the first-tier subcontractor’s next available progress payment or payments an amount not to exceed the amount specified in the notice of withholding furnished under paragraph (f)(1)(i) of this clause.

(2) Subsequent payment or interest charge. As soon as practicable, but not later than 7 days after receipt of satisfactory written notification that the identified subcontract performance deficiency has been corrected, the Contractor shall—

(i) Pay the amount withheld under paragraph (f)(1)(ii) of this clause to such first-tier subcontractor; or

(ii) Incur an obligation to pay a late payment interest penalty to such first-tier subcontractor computed at the rate of interest established by the Secretary of the Treasury, and published in the Federal Register, for interest payments under 41 U.S.C. 7109 in effect at the time the Contractor accrues the obligation to pay an interest penalty.

(g) Written notice of subcontractor withholding. The Contractor shall issue a written notice of any withholding to a subcontractor (with a copy furnished to the Contracting Officer), specifying—

(1) The amount to be withheld;

(2) The specific causes for the withholding under the terms of the subcontract; and

(3) The remedial actions to be taken by the subcontractor in order to receive payment of the amounts withheld.

(h) Subcontractor payment entitlement. The Contractor may not request payment from the Government of any amount withheld or retained in accordance with paragraph (d) of this clause until such time as the Contractor has determined and certified to the Contracting Officer that the subcontractor is entitled to the payment of such amount.

(i) Prime-subcontractor disputes. A dispute between the Contractor and subcontractor relating to the amount or entitlement of a subcontractor to a payment or a late payment interest penalty under a clause included in the subcontract pursuant to paragraph (c) of this clause does not constitute a dispute to which the Government is a party. The Government may not be interpleaded in any judicial or administrative proceeding involving such a dispute.

(j) Preservation of prime-subcontractor rights. Except as provided in paragraph (i) of this clause, this clause shall not limit or impair any contractual, administrative, or judicial remedies otherwise available to the Contractor or a subcontractor in the event of a dispute involving late payment or nonpayment by the Contractor or deficient subcontract performance or nonperformance by a subcontractor.

(k) Non-recourse for prime contractor interest penalty. The Contractor's obligation to pay an interest penalty to a subcontractor pursuant to the clauses included in a subcontract under paragraph (c) of this

clause shall not be construed to be an obligation of the Government for such interest penalty. A cost-reimbursement claim may not include any amount for reimbursement of such interest penalty.

(1) Overpayments. If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall—

(1) Remit the overpayment amount to the payment office cited in the contract along with a description of the overpayment including the—

(i) Circumstances of the overpayment (e.g., duplicate payment, erroneous payment, liquidation errors, date(s) of overpayment);

(ii) Affected contract number and delivery order number if applicable;

(iii) Affected line item or subline item, if applicable; and

(iv) Contractor point of contact.

(2) Provide a copy of the remittance and supporting documentation to the Contracting Officer.

(End of clause)

PRICE SCHEDULE SHEET

CLIN	Description of Item	Type	Quantity	Unit	Unit Price	Amount
0001	All work associated with Project 438-16-104, Renovate Building 5 Chapel. The contractor shall provide all resources necessary to renovate the west wing of 3rd floor of Building 5 for the chapel and low oxygen clinic at the Sioux Falls VA Health Care System as described in the statement of work (SOW). The project includes demolition and renovation of approximately 4,500 square foot of existing space on 3rd floor of building 5 and upgrades to the mechanical, electrical, and plumbing systems for the renovated space.	FFP	1	JOB	Lump Sum	\$
TOTAL PRICE						\$

Period of Performance days reflected in the contractor proposal is 270 DAYS

CLIN – Contract Line Item Number
Ls - Lump Sum

PRICE SCHEDULE BREAKDOWN SHEET

Price Schedule Breakdown Sheet			
Contractor:			
RFP #:			
Division #	Division	Price	Coefficient Used
0	General Conditions		
1	General Requirements		
2	Existing Conditions/Site Work		
3	Concrete		
4	Masonry		
5	Metals		
6	Wood, Plastics & Composites		
7	Thermal and Moisture Protection/Roofing		
8	Openings		
9	Finishes		
10	Specialties		
11	Equipment		
12	Furnishings		
13	Special Construction		
14	Conveying Equipment		
21	Fire Suppression		
22	Plumbing		
23	Heating, Ventilating, & Air Conditioning		
26	Electrical		

27	Communications		
28	Electronic Safety & Security		
31	Earthwork		
32	Exterior Improvements		
	Misc		
Divisions Subtotal			
Profit and OH			
Total			

STATEMENT OF WORK

STATEMENT OF WORK

A. GENERAL INFORMATION

1. Title of Project: Renovate Building 5 Chapel **438-16-104**

2. Scope of Work: The contractor shall provide all resources necessary to accomplish the deliverables described in this statement of work (SOW), except as may otherwise be specified. The C&A requirements do not apply and a Security Accreditation Package is not required.

All work shall be completed in compliance with the most current version of all applicable codes including, but not limited to the International Plumbing Code, NFPA 101, International Building Code, VA Barrier Free Design Guide and VA guidelines for patient safety and infection control. Construction shall be completed according to the construction documents and specifications dated March 13, 2017. See section J for additional information.

3. Background: The project is located at the Sioux Falls VA Health Care System campus located at 2501 West 22nd Street Sioux Falls, SD.

The Renovate Chapel project involves working in Building 5 on the west wing of the 3rd floor. Contractors shall work Monday through Friday except on federal holidays unless approved by the VA engineer. After hours construction may need to occur to reduce the impact to patient care. All after hours work shall be coordinated at least 7 days prior and shall be approved by the VA. Any associated costs for after-hours work shall be incidental to the contract. Specific project phasing items are outlined in the Construction documents and Specifications. Patients and staff must access the south portion of the third floor for the duration of the project. Prior to beginning work the Contractor shall construct a temporary construction wall as shown on the Third Floor Demolition Plan.

All work completed in the Respiratory Care area on 3rd floor must be completed after hours. Prior to beginning work, the contractor shall move or drape all equipment and or furniture with plastic or other

approved method. Upon completion of daily work in the patient and staff occupied areas, the contractor shall install ceiling tiles, remove draping material, and clean up dust and debris from the space.

Maintain operation of the existing heating and cooling air handling unit while new roof top unit is installed. Once the new roof top unit is operating and connected to the existing ductwork, the existing air handling unit shall be removed so the existing mechanical room can be renovated.

Proper safety and infection control measures shall be observed at all times during construction.

The contractor shall follow all VA rules and regulations concerning infection control and patient safety as outlined in the general requirements during the project.

Asbestos Abatement Requirements all Trades shall review statement below for additional responsibilities: Several areas within the construction boundary are anticipated to have asbestos which will require abatement. 30 radiator covers and recessed radiators shall be removed, stored, cleaned and reinstalled once asbestos abatement has been completed and new insulation has been installed. Equipment damaged during construction shall be repaired and/or replaced at no additional cost to the VA. Abate the asbestos transite behind the 30 radiators on the third floor of the west wing. Each radiator is anticipated to have about 12 square feet of transite insulation. New insulation which matches the original thickness and rated for the application shall be provided and installed. Refer to Construction documents for additional asbestos abatement locations and specifications for approved abatement means and methods. Asbestos abatement is the responsibility of the contractor.

Work shown in the Respiratory Care area and the kitchen spaces shall observe the work schedules outlined in the Construction documents. Work must be completed after hours or timeframes listed on the drawings at the locations shown in the canteen kitchen, main kitchen, and dishwashing room. Coordination will be necessary with the VA Contracting Officer's Representative (COR) to minimize utility disruptions during business hours.

The contractor is required to give a 7 day notice prior to interrupting utilities. Contractors are required to examine the areas affected by the interruption prior to starting the work and post signage of the affected areas.

The Contractor shall be responsible for maintaining operation of the existing condensing unit which serves the respiratory care area throughout construction. Relocate the existing condensing unit to a location that does not conflict with the new roof top unit and ductwork installation as required. Modify the existing refrigerant piping, mounting hardware, electrical wiring, and refrigerant charge as necessary to maintain operation.

Contractors are only allowed to access the 3rd floor through the west stairwell or the main elevators/stairwell.

All improvements to the 3rd floor shall be made with minimal interruption to medical center functions.

Contractor shall field verify all materials to insure size and type prior to installation.

4. Performance Period: The contractor shall complete the work required under this SOW in 270 calendar days or less from date of award, unless otherwise directed by the Contracting Officer (CO). If the contractor proposes an earlier completion date, and the Government accepts the contractor's proposal, the contractor's proposed completion date shall prevail. Work at the Government site shall not take place on Federal holidays or weekends unless directed by the CO. Night hours can start no earlier than 4:30 PM and must minimize disruption to staff and patients adjacent to the construction boundaries.

B. CONTRACT AWARD MEETING

The contractor shall not commence performance on the tasks in this SOW until the CO has conducted a pre-construction meeting, or has advised the contractor that a kick off meeting is waived.

C. GENERAL REQUIREMENTS

1. For every task, the contractor shall identify in writing all necessary subtasks (if any), associated costs by task, and along with associated sub-milestone dates. The contractor's subtask structure shall be reflected in the technical proposal and detailed work plan.

2. All written deliverables shall be phrased in layperson language. Statistical and other technical terminology shall not be used without providing a glossary of terms.

3. Where a written milestone deliverable is required in draft form, the VA will complete their review of the draft deliverable within 14 calendar days from the date of receipt. The contractor shall have

14 calendar days to deliver the final deliverable from date of receipt of the Government's comments unless specifically outlined.

D. SPECIFIC MANDATORY TASKS AND ASSOCIATED DELIVERABLES

Description of Tasks and Associated Deliverables: The contractor shall provide the specific deliverables described below within the performance period stated in Section A.4 of this SOW.

Task One: The contractor shall provide a detailed work plan and briefing for the VA project team, which presents the contractor's plan for completing the task order. The contractor's plan shall be responsive with this SOW and describe, in further detail, the approach to be used for each aspect of the task order as defined here. Shop drawings fully describing components to be installed shall be submitted for review and acceptance.

Deliverable One: A detailed work plan and briefing. Shop drawings fully describing all components and work products.

Task Two: Renovate Chapel in Building 5 project per plans & specifications.

Deliverable Two: A completed project per the plans and specifications.

Task Three: Provide two hard copies of each As-built drawings. In red ink record all items that are different or does not match the project plan set.

Deliverable Three: Two copies of As-built drawings.

E. SCHEDULE FOR DELIVERABLES

1. The contractor shall complete the Delivery Date column in Attachment A for each deliverable specified.
2. Unless otherwise specified, the number of draft copies and the number of final copies shall be the same.
3. If for any reason any deliverable cannot be delivered within the scheduled time frame, the contractor is required to explain why in writing to the CO, including a firm commitment of when the work shall be completed. This notice to the CO shall cite the reasons for the delay, and the impact on the overall project. The CO will then review the facts and issue a response, in accordance with applicable regulations.

F. CHANGES TO STATEMENT OF WORK

Any changes to this SOW shall be authorized and approved only through written correspondence from the CO. A copy of each change will be kept in a project folder along with all other products of the project. Costs incurred by the contractor through the actions of parties other than the CO shall be borne by the contractor.

G. REPORTING REQUIREMENTS

1. The contractor shall provide the COR with monthly written progress reports submitted electronically. These are due to the COR by the second workday following the end of each calendar month, throughout the project's duration. The COR is required to provide daily progress reports to the Contracting Officer's Representative (COR) by the fifth workday of the new calendar month.
2. The progress report shall cover all work completed during the preceding month and shall present the work to be accomplished during the subsequent month. This report shall also identify any problems that arose, along with a statement explaining how the problem was resolved. This report shall also identify any problems that have arisen but have not been completely resolved, with an explanation.

H. CONFIDENTIALITY AND NONDISCLOSURE

It is agreed that:

1. The preliminary and final deliverables, and all associated working papers, application source code, and other material deemed relevant by VA which have been generated by the contractor in the performance of this task order, are the exclusive property of the U.S. Government and shall be submitted to the CO at the conclusion of the task order.

2. The CO will be the sole authorized official to release, verbally or in writing, any data, draft deliverables, final deliverables, or any other written or printed materials pertaining to this task order. No information shall be released by the contractor. Any request for information relating to this task order, presented to the contractor, shall be submitted to the CO for response.

3. Press releases, marketing material, or any other printed or electronic documentation related to this project, shall not be publicized without the written approval of the CO.

ATTACHMENT E

WAGE DETERMINATION

General Decision Number: SD170034 02/10/2017 SD34

Superseded General Decision Number: SD20160034

State: South Dakota

Construction Type: Building

County: Minnehaha County in South Dakota.

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 \$10.20 for calendar year 2017 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 \$10.20 (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 2017. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number Publication Date

0 01/06/2017
 1 01/27/2017
 2 02/10/2017

* BRSD0001-004 05/01/2016

	Rates	Fringes
BRICKLAYER.....	\$ 33.63	2.60

CARP0587-002 06/01/2014

	Rates	Fringes
CARPENTER (Drywall Finishing/Taping, Drywall Hanging and Metal Stud Installation Only).....	\$ 23.06	4.31

ELEC0426-002 06/01/2016

	Rates	Fringes
ELECTRICIAN.....	\$ 27.31	1.5%+11.19

ELEV0033-004 01/01/2017

	Rates	Fringes
ELEVATOR MECHANIC.....	\$ 42.13	31.585

FOOTNOTES: 8 Paid Holidays: New Year's Day; Memorial
 Day; Independence Day; Labor Day; Veteran's Day;
 Thanksgiving Day; the Day after Thanksgiving & Christmas

Day.

PLUM0300-015 05/01/2016

	Rates	Fringes
PIPEFITTER.....	\$ 27.26	12.90

SUSD2012-025 08/21/2014

	Rates	Fringes
CARPENTER (Excludes Drywall Finishing/Taping, Drywall Hanging and Metal Stud Installation).....	\$ 17.61	8.53
CEMENT MASON/CONCRETE FINISHER...	\$ 17.54	2.65
INSULATOR - MECHANICAL (Duct, Pipe & Mechanical System Insulation).....	\$ 15.20	0.00
IRONWORKER, STRUCTURAL.....	\$ 23.91	12.05
LABORER: Common or General.....	\$ 16.21	2.21
LABORER: Mason Tender - Brick...	\$ 20.96	0.00

OPERATOR:

Backhoe/Excavator/Trackhoe.....\$ 17.90	0.00
PAINTER (Brush, Roller and Spray), Excludes Drywall Finishing/Taping.....\$ 23.61	
17.90	
PLUMBER.....\$ 21.12	9.00
ROOFER.....\$ 13.82	1.34
SHEET METAL WORKER (HVAC Duct Installation Only).....\$ 19.28	
7.63	
TRUCK DRIVER: Dump Truck.....\$ 15.06	1.10

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

=====

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)).

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

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed

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

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

Survey Rate Identifiers

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

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

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

Union Average Rate Identifiers

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

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

WAGE DETERMINATION APPEALS PROCESS

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

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

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour 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

See attached document: C28_Final Specification .

See attached document: Final Drawings .

<u>FAR</u> <u>Number</u>	<u>Title</u>	<u>Date</u>
52.236-21	SPECIFICATIONS AND DRAWINGS FOR CONSTRUCTION ALTERNATE I (APR 1984)	FEB 1997
52.243-4	CHANGES	JUN 2007

A.1 VAAR 852.236-71 SPECIFICATIONS AND DRAWINGS FOR CONSTRUCTION (JUL 2002)

The clause entitled "Specifications and Drawings for Construction" in FAR 52.236-21 is supplemented as follows:

- (a) The contracting officer's interpretation of the drawings and specifications will be final, subject to the disputes clause.
- (b) Large scale drawings supersede small scale drawings.
- (c) Dimensions govern in all cases. Scaling of drawings may be done only for general location and general size of items.
- (d) Dimensions shown of existing work and all dimensions required for work that is to connect with existing work shall be verified by the contractor by actual measurement of the existing work. Any work at variance with that specified or shown in the drawings shall not be performed by the contractor until approved in writing by the contracting officer.

(End of Clause)