

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			BPA NO.	1. CONTRACT ID CODE	PAGE 1	OF PAGES 2
2. AMENDMENT/MODIFICATION NO. A00002		3. EFFECTIVE DATE 03-31-2015	4. REQUISITION/PURCHASE REQ. NO. 691-15-1-021-0006		5. PROJECT NO.(If applicable) None	
6. ISSUED BY CODE 00262 Department of Veterans Affairs Network Contracting Office 22 4811 Airport Plaza Drive Suite 600 Long Beach CA 90815		7. ADMINISTERED BY (If other than Item 6) CODE 00262 Department of Veterans Affairs Network Contracting Office 22 4811 Airport Plaza Drive Suite 600 Long Beach CA 90815				
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)  To all Offerors/Bidders			(X)	9A. AMENDMENT OF SOLICITATION NO. VA262-15-Q-0434		
				9B. DATED (SEE ITEM 11) 03-16-2015		
			X	10A. MODIFICATION OF CONTRACT/ORDER NO.		
				10B. DATED (SEE ITEM 13)		
CODE		FACILITY CODE				
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS						
<input checked="" type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers <input checked="" type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning <u>1</u> copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.						
12. ACCOUNTING AND APPROPRIATION DATA (If required) See CONTINUATION Page						
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.						
(X)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.					
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).					
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:					
	D. OTHER (Specify type of modification and authority)					
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return <u>1</u> copies to the issuing office.						
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)  The purpose of this modification is to extend the closing date of this solicitation, and modify the PWS. The closing date has been changed to 2 April 2015, 1:00PM, and the modified PWS is attached.  All other terms and conditions remain unchanged.						
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.						
15A. NAME AND TITLE OF SIGNER (Type or print)			16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Rebecca Gloria Chief, Services Branch II			
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)		15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY (Signature of Contracting Officer)		16C. DATE SIGNED	
NSN 7540-01-152-8070 PREVIOUS EDITION NOT USABLE						
STANDARD FORM 30 (REV. 10-83) Prescribed by GSA - FAR (48 CFR) 53.243						

CONTINUATION PAGE

**A.1 Price/Cost Schedule**

**Item Information**

ITEM NUMBER	DESCRIPTION OF SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
<b>0001</b>	Contract Period: Base POP Begin: 04/20/2015 POP End: 04/19/2016 Water System Flushing for Legionella. 120 outlets. Per the PWS	12.00	MO		
				<b>GRAND TOTAL</b>	

See attached document: PWS dated 31 March.

# PERFORMANCE WORK STATEMENT

## 1. Introduction:

The Veteran Integrated Service Network (VISN) 22, Network Contracting Office (NCO) intends to establish a single award firm-fixed price (FFP) contract to provide Legionella flushing for potable and non-potable water systems for the VA Long Beach Healthcare Systems. Flushing shall be conducted in various VA Long Beach Healthcare System buildings in which patients, residents, or visitors stay overnight.

## 2. Place of Performance:

VA Long Beach Healthcare System  
5901 East Seventh Street  
Long Beach, CA 90822

3. **Period of Performance:** One (1) year starting NLT 20 April 2015 to 19 April 2016.

## 4. Scope:

Contactor Requirements: The following provides a summary of the Scope of Work for VA Long Beach Water System flushing as reference in VHA Legionella Directive 1061 as well as the VA requirements and national standards, regulations and policies: ASHARE Guideline 12-2000, Standard Minimizing the risk of Legionellosis Associated with Building Water Systems for Legionella (CDC Website), OSHA Technical Manual Section 111: Chapter 7, Safe Drinking Water Act (SDWA): The contractor shall provide all personnel, supervision, equipment, supplies, materials, transportation and resources necessary to do the flushing in at VALBHS. Contractor shall provide all tools, hoses, valves, and tubing for the flushing.

- a. Flushing of all hemodialysis stations, hot and cold domestic water system at all high risk areas identified on the attached (Engineering Legionella Prevention Program) hot water system-type, distribution, fixture, and usage assessment and record water temperature at the end of each flush.
- b. Flushing shall occur at both hot and cold water sinks, showers, tubs, and emergency eye wash stations for a total of 120 outlets.
- c. Flushing of hot and cold water outlets shall occur (bi-weekly) twice per week (**the same outlets shall not be flushed on the same day**) Monday thru Friday between the hours of 7:00 am to 7:00pm.
- d. Each cold and hot water tap at each water outlet shall be flush for 5-minutes each for a total of 10 minute of flushing per outlet site. Flushing of hot and cold water shall be performed at each individual tap **not simultaneously**.
- e. Complete the VALBHS water flushing record sheet number WFRS2 for record keeping and make copies as needed. A copy of the field record shall be provided to VA on each work day. Field record may be copied by using the VA copied paper.
- f. Field records shall be finalized, type written and submitted to VA on a monthly bases in a 3-ring binder with title printed on both face or binder and spline. Contractor shall include a table of content indicating an index divider/separator per building. The final shall be signed by individual with authority to legally bind the contractor. Meeting with contractor and Contracting Officers Representative (COR) shall occur on a monthly basis lasting no more than one hour. The contractor shall be responsible for preparing the meeting minutes and submit the minutes to COR for approval. Minutes shall be placed in a contactor and COR monthly report binders.
- g. All flushing crewmen shall be tested negative for TB within 90 days of rendering at the job site.

- h. Crewmen reporting to job site shall receive background check and official VA badge before starting any flushing work.
- i. VA shall provide contractor with orientation meeting and direction.
- j. It shall be the contractor responsibility to have locked doors opened by VA staff, when doors can not be opened by VA staff, notify COR immediately for direction.
- k. The contractor's employee shall provide proof of the following if required:
  - 1) Annual Negative TB skin test
  - 2) Third Party Criminal Background Check
- l. Provide the COR with records of flushing carried out and any remedial actions recommended for out of specification results or defects found.
- m. Maintain a pre-commissioning log for all lines and systems flushed, blown, drained and dried, where necessary, and that an acceptance sheet has been signed.
- n. Verify that any damage cause by the flushing operations has been rectified.

## **5. Specific Tasks:**

- a. All aspects of work and results shall be held in strict confidentiality, and discussed solely between the contractor representative and the facility management.
- b. Fields to be filled out on VA form and the form maybe adjusted for greater efficiency during the contract at a minimum record:
  - 1) Duration of cold water flushing
  - 2) Duration of hot water flushing
  - 3) Temperature of cold water at start of flushing
  - 4) Temperature of hot water at start of flushing
  - 5) Temperature of cold water at the end of flushing
  - 6) Temperature of hot water at the end of flushing
  - 7) Date and time of flushing time per outlet
  - 8) Date crewmen report to job site to flush
  - 9) Name of flush technician
  - 10) The Contracting Officer reserves the right to have contractor remove as a crewperson and replaced with a new person due to poor performance, all performance shall be documented.
- c. Crewmen alternate: Flushing shall be performed by contractor bi-weekly (twice a week). In the event a crewman is not available to work, contractor is responsible to have alternative individuals trained and ready to replace the non-reporting individual. Under no circumstance shall the crewmen on site drop below the required number of crewmen.
- d. Use specification Section 000010 General Report (format will be provided at time of post award meeting)
- e. Crewmen must be presentable with appearance acceptable for working in a hospital and business establishment.

## **6. Services Site:**

### **Inspection and Acceptance:**

All work shall be subjected to inspection by COR at all times.

### **Cleaning Up:**

Flushing crewmen shall keep the work area free from accumulation of waste materials or rubbish caused by its operations. Contractor shall restore to it former condition, any property damage by the crewmen, whether within or outside the limit of the area where the work to be performed. At the completion of the crewmen shift, crewmen shall remove all waste materials and rubbish from and about the work area as well as all tools and flushing hoses. Locations of building sites to be flush are listed below and labeled "Engineering Legionella Prevention hot water system - type, distribution, fixture, and usage assessment",

and form number WFRS2 (site locations may change and an updated location shall be provided to the vendor).

**Government Responsibilities:**

- a. The Government shall ensure all water sinks, showers, tubs, drinking fountains and emergency eye wash stations, are free of debris, and rubbish in order to allow the contractors full access to flush the water source; the contractor shall not move boxes or any items, if area is not free of debris the contractor shall make note of time, location, and date and report occurrence to the COR.
- b. The Government shall ensure the contractor has access to all rooms and areas which require flushing, the contractor shall wait up to five (5) minutes for access. After five minutes the contract shall bypass that area and continue with their flushing requirements. The contractor will make note of time, location, and date and report occurrence to the COR.
- c. The Government shall provide an updated location map of each building and room which will require flushing (at post award meeting).
- d. The Government shall inform all VA staff of flushing requirements in order to ensure contractors have access to flushing locations. Contractor may have to check-in with nurse stations, depending on location of flushing.

**Government holidays:**

The contractor is not required to provide service on the following National holidays, not shall the contractor be paid for these holidays.

The following national holidays observed by the Federal Government:

New Year's Day	1 January
Martin Luther King's Birthday	Third Monday in January
President's Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	4 July
Labor Day	First Monday in September
Columbus Day	Second Monday in October
Veterans Day	11 November
Thanksgiving Day	4 <sup>th</sup> Thursday in November
Christmas Day	25 December

If a holiday falls on Sunday, the following Monday shall be observed as the National Holiday. When a holiday falls on a Saturday, the preceding Friday is observed as a National Holiday by U.S. Government agencies. Also included would be any day specifically declared by the President of the United States.

**Invoice and payment**

Payment to be made monthly in arrears. The contractor shall submit original invoices in proper electronic format to the Financial Services Center (FSC). Proper electronic format means an automated system transmitting information electronically according to the accepted electronic data transmission methods below:

- a. VA's Electronic Invoice Presentment and Payment System – The FSC uses a third-party contractor, OB10, to transition vendors from paper to electronic invoice submission. Please see OB10 contact information below to begin submitting electronic invoices, free of charge.
- b. A system that conforms to the X12 electronic data interchange (EDI) formats established by the Accredited Standards Center (ASC) chartered by the American National Standards Institute (ANSI). The X12 EDI Web site (<http://www.x12.org>)
- c. Vendor e-Invoice Set-Up Information:

- 1) OB10 e-Invoice Setup Information: 1-877-752-0900
- 2) OB10 e-Invoice e-mail: [USClientServices@ob10.com](mailto:USClientServices@ob10.com)
- 3) Financial Services Center e-Invoice Contact Information: 1-877-353-9791
- 4) Financial Service Center e-Invoice e-mail: [vafscshd@va.gov](mailto:vafscshd@va.gov)

The invoice MUST be itemized to include the following information listed below. Any information listed below that is not provided on an invoice will render that invoice incomplete and the invoice will be returned for immediate correction.

- a. Time period being invoiced for.
- b. Description of services.
- c. Unit Cost Billed.
- d. Extended amount due.
- e. Invoice number, and date.
- f. Contract and obligation number.

**Overtime and holidays:** Any overtime or holiday pay that may be entitled to contractor personnel performing under this contract shall be the sole responsibility of the contractor and shall not be billed to nor reimbursed by the Government.

**Parking policy:** It is the responsibility of contractor personnel to park only in designated parking areas. Parking information is available from the VA Police. The VA shall not invalidate or make reimbursement for parking violations of contractor's personnel under any circumstances.

**Smoking policy:** Contractor personnel may smoke only in designated areas. Smoking is allowed in all outside areas that are 25 feet away from entrances to buildings unless indicated otherwise. Enclosed patios connected to facility buildings are considered part of the building and as such are non-smoking areas.

**Ordering activity:** Contractor shall not accept any instructions issued by any person other than the CO or COR acting within the limits of his/her authority.

**Changes to Contract:** Only those services specified herein are authorized. Before performing any service of a non-contractual nature, contractor shall advise the CO of the reason(s) for the additional work and/or service. Prior authorization must be obtained from the CO before performing the services.

**Complaints:** Contractor shall promptly and courteously respond to complaints within 3 working days. Including complaints brought to contractor's attention by the CO. Contractor shall maintain a written record of all complaints, both written and oral showing the identity of the individual, the nature of the complaint, and contractor's response. Contractor shall permit the Government to inspect such records upon reasonable notice.

**Badges:** All contractor personnel shall be required to wear VA provided identification (I.D.) badges above the waist at all times while on the VA grounds. Contractors shall be required to coordinate with COR in order to obtain the VA provided I.D. badges for all staff. All VA provided I.D. badges shall be returned at the end of the contract or upon completion of service. Failure to wear ID badges may result in removal from any of the VA facilities and/or otherwise referred to federal property.