

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

BPA NO.

1. CONTRACT ID CODE

PAGE
1OF PAGES
82. AMENDMENT/MODIFICATION NO.
A000013. EFFECTIVE DATE
04-13-20154. REQUISITION/PURCHASE REQ. NO.
600-15-2-5665-00725. PROJECT NO.(If applicable)
None

6. ISSUED BY CODE

00262

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 90815Department 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-0661

X

9B. DATED (SEE ITEM 11)
04-13-2015

10A. MODIFICATION OF CONTRACT/ORDER NO.

10B. DATED (SEE ITEM 13)

CODE

FACILITY CODE

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended, 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 1 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 is not, is required to sign this document and return 1 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 amendment is to add FAR Clause 52.217-6, 52.217-8, 52.217-9 to the solicitation, post a new PWS, add a location map, and to post questions and answers to the RFQ.

All terms and conditions shall remain the same.

Contracting POC: Kenneth Walden

Phone Number: 562-766-2310

Email address: kenneth.walden@va.gov

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

15C. DATE SIGNED

16B. UNITED STATES OF AMERICA

16C. DATE SIGNED

(Signature of person authorized to sign)

BY _____
(Signature of Contracting Officer)

A.1 52.217-6 OPTION FOR INCREASED QUANTITY (MAR 1989)

The Government may increase the quantity of supplies called for in the Schedule at the unit price specified. The Contracting Officer may exercise the option by written notice to the Contractor within 30. Delivery of the added items shall continue at the same rate as the like items called for under the contract, unless the parties otherwise agree.

(End of Clause)

A.2 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 30 days.

(End of Clause)

A.3 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within 30 days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 5 years.

(End of Clause)

A.4 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 landscape maintenance & enhancement for the VA Long Beach Healthcare Systems (VALBHS). The contractor award shall provide all labor, tools, materials, and equipment necessary to accomplish landscape maintenance & enhancement and the removal and disposal of resulting waste and debris.

2. Place Of Performance:

VA Long Beach Healthcare System
5901 E. Seventh Street
Long Beach, CA 90822

3. Period of Performance: One (1) base year with four (4) option years, base year start date is: 1 May 2015 to 30 April 2016.

4. Specific Task:

The contractor shall provide all professional advice/guidance, parts, materials, equipment, and personnel, to provide these services. The purpose of this Performance Work Statement (PWS) is to outline the tasks and responsibilities of the vendor in providing landscape maintenance & enhancement for the Department of Veterans Affairs Long Beach Healthcare System (VALBHS).

- a. **Mow Improved, Semi-Improved, and Native Grass Areas.** N/A
- b. **Edging.** N/A
- c. **Grass Trimming.** N/A
- d. **Remove Debris.** The contractor shall remove and dispose of all debris (tree limbs, dry brush, trash, loose bark, etc.) from assigned planter beds.
- e. **Application of Fertilizer.** The contractor shall apply an effective and season appropriate fertilizer on all shrubs, plants, and ground cover on at least a semi-annual basis, once in April and again in October, or more frequently as determined by the contractor as necessary. Trees shall be fertilized as necessary, all fertilizers shall be applied in accordance with the manufacturers' instructions and good trade practices.
- f. **Weed Control.** Contractor shall remove weeds in shrubs, planter beds, ground cover areas, and tree circles. Contractor shall perform manual weeding or by use of selective herbicides which are approved by the VA Medical Center. The required result is to leave the assigned planter beds (semi-improved and native grassed areas, shrub beds, ground-cover beds, flower beds, graveled areas and all other adjacent areas of the property) free of weeds. Weeds shall be properly disposed of off-site.
- g. **Irrigation System.** Contractor may adjust irrigation for best coverage. Contractor is responsible for any damage they cause to the irrigation system. Report any damage to the COR, if the damage is existing the government will be responsible for repairs.
- h. **Trees.** Contractor shall report any trees which need to be trimmed, skirted, or pruned to the COR. The government will be responsible for all trimming, skirting, pruning, and replacement all plants.
- i. **Dead Animals.** Contractor shall dispose animal carcasses in accordance with local, state, and/or federal laws and report the disposal to the COR.
- j. The contractor is required to dispose of all debris and other waste materials generated by his/her work at a licensed off-site landfill or recycling center, unless otherwise directed in writing by the Contracting Officer. **NOTE: The Government shall NOT provide receptacle(s) for disposal of debris related to this contract.**

5. Miscellaneous Requirements

- a. Practice water conservation
- b. Turn off unnecessary lights
- c. Report fire hazards, conditions, and items in need of repair to the COR
- d. Turn in lost and found articles to the COR
- e. The contractor shall notify the COR of any condition, including adverse weather or special requests from government personnel that may interrupt or delay performance under this PWS. Once the condition is resolved the contractor shall resume interrupted work as soon as practical. When this period exceeds 24 hours the COR must approve the delay.

6. Required Documentation:

- a. The contractor shall be responsible for obtaining all necessary and current licenses, permits, vehicular insurance and registration, Workman's Compensatory Liability Insurance, property liability insurance etc., prior to the start date of these services. The contractor shall provide the Contracting Officer copies of these required documents immediately after award of contract.

7. **Utility Lines Compliance:** Where landscape maintenance & enhancement conflicts with existing utility/service lines (above ground), the corresponding utilities company and the COR shall be notified and the contractor shall obtain any necessary permits/ blue prints and cooperate with the utilities company/ and VA staff to avoid any damage or liability, and provide a safe work environment for their employees.
8. **Clean Up:** The contractor shall dispose of all waste materials off-facility. Waste and debris shall be removed off facility in accordance with Federal, State, and local regulations.
9. **General Parameters:**
 - a. The contractor is responsible to ensure that all work shall be done in a manner that safeguards all VA visitors, employees, and public. The contractor shall be solely responsible for any and all actions initiated and/or completed by his/her employees. Furthermore, the contractor and his/her employees shall have a clear understanding of, and be sensitive to, such environmental issues as contamination, local wildlife, etc., and be consistent and fully compliant with all applicable Federal, State, County and City laws, ordinances, Right-to-Know laws, EPA guidelines, and regulations.
 - b. The contractor shall be responsible for cleaning any structures that are soiled or stained as a result of contractor's performance. The contractor shall wash-down with water all soiled or stained structures and grounds at the end of each workday. No hazardous chemicals are to be used at any time on Government property. The contractor shall bear all costs associated with washing and cleaning. Any such washing/cleaning shall be brought to the immediate attention of the COR prior to washing/cleaning.
 - c. At the end of each day the contractor shall remove all debris from the site resulting from the work, unless otherwise specified by the COR. The contractor shall ensure at all times that rubbish and trash generated by the contractor is kept clear of vehicular and pedestrian traffic throughout the site. **NOTE: The Government shall NOT provide receptacle(s) for disposal of debris related to this contract.**
 - d. Adequate warning devices, barricades, guards, flagmen or other necessary precautions shall be provided by the contractor for the protection, safety, and warning of all pedestrians and vehicular traffic within the area.
 - e. The Government may undertake or award other contracts for additional work at or near the site of work for this contract. The contractor shall fully cooperate with any other contractors and with Government employees and shall carefully adapt scheduling and performance of work, needing any direction, it shall be provided by the COR. The contractor is responsible for reporting to the COR any problems or questions that may arise with any other personnel on site during the period of performance of this contract. The contractor shall not take it upon him or herself to resolve any problems or issues with other on-site contractors or employees, but rather will leave it to the COR to resolve the issue.
 - f. The contractor shall not operate trucks, tractors, and other heavy equipment on any turf area except when authorized in writing by the COR.
 - g. Contractor personnel must exercise and exhibit absolute decorum, composure and stability at all times.
 - h. The Government shall not be responsible for any loss, damage, or theft of contractor items. Contractor shall be responsible for acceptable standards of housekeeping and custodial maintenance of the Department of Veterans Affairs facilities used by contractor's employees.
 - i. Electricity and water will be furnished by the Government.
 - j. The COR will designate an area for contractor employees to take lunch and other breaks.

10. Damage To Government Property:

- a. Contractors shall be responsible for replacement of any structure, to include: turf, curb, road pavement, headstone or marker, valve boxes, control markers, sprinkler heads, which is chipped, marred, damaged and/or ruined **at the fault of the contractor.** The contractor shall bear all costs

associated with replacement and reinstallation. Any such damage shall be brought to the immediate attention of the appointed COR prior to repair/replacement/installation.

- b. At the Government's discretion, the contractor shall either repair or replace the property, or reimburse the Government the full amount for all property damage(s). The contractor shall be aware that Government property - beyond standard structures and equipment - also includes monuments, trees, beds, and turf (i.e., wounded trees or damaged turf).

11. Work Environment:

- a. All work under this service contract will be performed primarily out-of-doors and personnel performing these services will be exposed to wind, sun, cold, dampness, frost, fog and rain. These conditions, may, at times, be extreme. The contractor shall take all necessary precautions to protect his/her employees from the elements to the maximum practicable extent. Inclement weather will not be considered an excusable delay in meeting specifications. The contractor shall work throughout all weather conditions and to apply additional labor and equipment as necessary to meet deadlines, at no additional cost to the Government.

12. Contractor-Furnished Items:

- a. The contractor is responsible for supplying all equipment, personnel, tools, supplies and materials to perform these services.
- b. Contractor-furnished items necessary to perform work as required under this contract shall be furnished, maintained and operated by the contractor and shall be consistent and fully compliant with all applicable Federal, State, County, and City laws, ordinances and regulations.
- c. Materials and supplies procured for the performance of the contract by the contractor shall be consistent and fully compliant with all applicable Federal, State, County, and City laws, ordinances and regulations.
- d. The contractor is responsible for the supply, maintenance and repair of all contractor-owned equipment. This includes, minor maintenance/repair and minor operating parts for equipment such as lubrication, oil changes, spark plugs, gaskets, cotter pins/keys, electric extension cords, etc., to keep all equipment in good operational condition throughout the period of performance of this contract.
- e. The contractor is responsible for ensuring that all of his/her motor vehicles and equipment meet State of California inspection, safety, licensing, registration, and insurance requirements.
- f. In case the contractor requires water and/or electricity to perform these services, the contractor shall provide and maintain at his/her expense, the necessary service lines from the Government outlets to the site of work in order to accomplish these services. The "hook-ups" to the work site may require the contractor to run electrical cords/hoses.
- g. The contractor shall provide his/her own REFUSE FACILITIES. The contractor is required to dispose of all debris and other waste materials generated by his/her work at a licensed off-site landfill or recycling center, unless otherwise directed in writing by the COR. The Government shall not provide receptacles for disposal of debris as a result of the services provided under this contract.

13. Contractor Conduct:

- a. Be required to adhere to the following standards of dress, conduct, supervision and training while performing work on Government property. It shall be subject to immediate enforcement action by the Contracting Officer if these standards are not adhered to during the period of performance of this contract. Contractor shall be responsible for training and safety precautions prescribed by OSHA regarding safety equipment and devices.
- b. Be fully clothed at all times, to include upper garment to cover body from the waist to the neck and long pants or slacks. Garments, which have a message, slogan or printing of any kind other than the contractor's business attire, are prohibited. Uniforms are acceptable.
- c. Maintain a neat and professional appearance throughout its workforce, vehicles, equipment, and maintenance areas. Uniforms are acceptable. If uniforms are used, they must be in unison among all employees.

- d. The contractor/personnel shall not engage in loud or boisterous behavior, angry outbursts or use profane or abusive language at any time on Government premises. Playing radios and/or electronic games/devices shall only be done at lunchtime and in a designated break area. Due to the sensitive mission of the hospital, contractor employees will come into daily contact with individuals, therefore contractor employees will exercise and exhibit absolute decorum, courtesy, and respect while within the hospital or at its perimeter or entrances. Inquiries from veterans or visitors shall be politely referred to Government cemetery staff. **Gratuities of any kind are strictly prohibited.**
- e. Consume food and beverage only within areas designated by the COR. Intoxication, and violence or criminal acts of any kind will not be tolerated - and is cause for immediate removal from Government property. Use or sale of intoxicating beverages and/or drugs is strictly prohibited, and use of tobacco products is only allowed in specific areas designated by the COR.
- f. Workers maybe use either government toilet facilities located in the nearest building. Misconduct shall form the basis for immediate contract enforcement action, to include immediate removal from the hospital.
- g. The contractor shall be responsible to ensure that his/her employees (including contractor's consultants, subcontractors, etc.) are aware of all the terms and conditions set forth above in this solicitation package regarding their performance and conduct during the performance period of this contract.

14. 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 th 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.

15. 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.

16. 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.

17. 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.

- 18. 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.
- 19. 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.
- 20. 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.
- 21. 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.

A.5 QUESTIONS AND ANSWERS

- 1. Question:** It was mentioned that we need to remove the bark mulch in front of the hospital, but we can not add new mulch because it's a fire hazard. What other material is acceptable other than mulch? **Answer: Do not remove bark mulch and GOV will provide bark mulch when needed.**
- 2. Question:** Is it required to come out a specific number of times per month to maintain the grounds, or are we using an agriculture curve to determine the frequency of work days per month? **Answer: One day per week in order to ensure good Agriculture curve appeal.**
- 3. Question:** Since the walk-thru only mentioned about improving the flower and mulch beds in front of the hospital and in the Cafeteria sitting area, will the following items on the SOW still apply? **Answer: No, these items will be removed from the PWS.**
- 4. Question:** Remove Debris: is it still our responsibility to remove debris from gutters? **Answer: Removed from PWS.**
- 5. Question:** Aeration, Power Raking and Tree Fertilization: **Answer: Only fertilize planting area per the new PWS.**
- 6. Question:** Will it be our responsibility to aerate the lawn since we are not managing the grass? **Answer: Removed from PWS.**
- 7. Question:** Will maintaining tree skirting still be our responsibility? **Answer: No, see the updated PWS.**
- 8. Question:** I write to ask if subject project is a recurring contract and if so, and who is the current contract holder? **Answer: Per the RFQ this is a one base year contract with four option years (page 5a, and page 11 of the RFQ).**
- 9. Question:** Who is the current contract holder? **Answer: None.**

10. The Government POC said he wanted a cleanup then maintenance. Do you want us to give you a cleanup price, if so will you make the changes on the solicitation? **Answer: NO! You are responsible to clean up the area and maintain the areas per the RFQ.**

11. Question: Do you have a current contractor's price? **Answer: This information is private and it will not be shared with any vendor(s). You are submitting your best and final price. This is not reverse bidding!**

END of QUESTIONS

See attached document: MAP OF LANDSCAPE MAINT AND ENHANCEMENT AREA.