

This is a Sources Sought, (SS)/Request for Information, (RFI) Announcement. The Department of Veterans Affairs, (VA), James A. Haley VA Hospital located in Tampa, FL. is conducting a market survey to identify qualified Service-Disabled Veteran-Owned Small Business (SDVOSB) and Veteran-Owned Small Business (VOSB), capable and interested in providing the service in accordance with the attached Statement of Work, (SOW). The applicable North American Industry Classification System, (NAICS) code for this service is 561210. To be considered for this requirement, vendors must be registered in the System for Award Management (SAM - <https://www.sam.gov>) and their size classification relative to the correct NAICS code listed above.

The responses to this SS/RFI will be used for information and planning purposes only in consideration of a socio-economic set-aside. The attached SOW describes the draft scope of services required, the final SOW may vary slightly in the scope of work required if the Government decides to issue a Request for Quote. This will be a firm-fixed priced order.

Interested Vendors

Any qualified vendor interested in this requirement should submit a response to include the following information:

1. Company Information (business name, DUNS number, business size/category, and any pertinent company-related information).
2. Capability Statement in accordance with the SOW requirements (brief background of capabilities and resources)
3. Brief descriptions of recent and relevant transaction activities, and/or purchase orders for similar requirements as listed in the attached SOW. (1 page maximum)
4. Applicable socioeconomic categories to include certifications and verifications of company's socioeconomic status.
5. Contact information (POC name, email, and phone)

All responses to this SS/RFI notice shall be submitted to the following email address: LaVerne.Astroth@va.gov. **The closing time/date for responses is 1100 AM (EST), May 10, 2017.**

STATEMENT OF WORK

Energy Management System Preventative Maintenance and Service

Place of Performance: James A. Haley Veterans Administration Medical Center (JAHVAMC)
13000 Bruce B. Downs Blvd Tampa FL.

Section 1.0 Description of Services/General Information

1.1 SCOPE OF WORK:

- 1.1.1 The contractor shall provide personnel, supervision, and services necessary to perform preventative maintenance and repair of Johnson Control Inc. Energy Management System, Metasys Control System (MCS) and BacNet Maintenance System, (BMS). Maintenance includes monthly, quarterly. Semi-annual and annual preventive maintenance inspections along with routine repairs for the BMS system throughout the VA campus. Contractor will provide services to support appurtenances to the MCS on an as needed basis with charges for labor only as needed.

Period of Performance:

The contract will be for a period of five years, a base year and 4 option years. However, the option years may be exercised after determination that it is in the best interest of the Government, and it has been determined that it is the most advantageous method of fulfilling the Government's need for these services.

The contract base year and 4 optional years estimated to begin as follows:

Base year - May 15, 2017 thru May 14, 2018
Option year 1 – May 15, 2018 thru May 14, 2019
Option year 2 – May 15, 2019 thru May 14, 2020
Option year 3 – May 15, 2020 thru May 14, 2021
Option year 4 – May 15, 2021 thru May 14, 2022

Contracting Officer Representative (COR):

Hector Morales
13000 Bruce B. Downs Blvd.
Tampa, FL 33612
Phone: 813-972-2000 x4958
E-mail: Hector.Morales@va.gov

COR DUTIES AND RESPONSIBILITIES:

The COR monitors all technical aspects of the contract and assists in contract administration. The COR is authorized to perform the following functions: assure that the Contractor performs the technical requirements of the contract; perform inspections necessary in connection with contract performance; maintain written and oral communications with the Contractor concerning

technical aspects of the contract: issue written interpretations of technical requirements, including Government drawings, designs, specifications: monitor Contractor's performance and notifies both the Contracting Officer and Contractor of any deficiencies; coordinate availability of government furnished property, if required and provide site entry of Contractor personnel. The COR contact information is listed above. As indicated in this section, all services will be coordinated with the COR.

1.2 HOURS OF OPERATION:

1.2.VA must be notified 48 hours in advance of contractors arriving for preventive maintenance. All preventive maintenance work and routine repair work shall be performed during the hospital's regular working hours (8:00am. to 4:30 p.m.) Monday through Friday, excluding Federal holidays as listed below, this shall be referred to as the Principal Coverage Period (PCP). Preventative maintenance schedule as follows: 16 hours a week (2 days a week) for 52 weeks for a total average of 832 hours (102 days) for the 12 month period. Any emergency repair work accomplished for appurtenances not listed shall have prior approval of the Chief Engineering Service or his designee at rates indicated on the Schedule of Services and Prices.

The following Federal legal holidays are observed by this facility:

New Year's Day
President's Day
Memorial Day
Independence Day
Labor Day
Columbus Day
Veteran's Day
Thanksgiving Day
Christmas Day

1.2.2 NOTIFICATION AND RESPONSE TIME FOR WORK:

1.2.2.1 Regular Working Hours: Engineering Service (813) 972-2000, ext: 7080 will notify the contractor of equipment malfunction, the nature of the malfunction, and the availability of the equipment. VA is responsible to make the equipment available. The contractor must acknowledge receipt of notification by calling Engineering Service within one (1) hour of the originating call, and be on station within two (2) hours of notification.

1.2.2.2 Full performance means equipment is operating as designed by manufacturer or manufacturer's representatives and all defective parts have been replaced with new or factory rebuilt replacement parts. All parts must have a 1 year warranty. The repaired equipment must meet or exceed the manufacturer's original performance specifications. Unless said parts or equipment are obsolete or have been improved, at which time a substitute may be used upon approval by the VA in order to maintain consistency with the intent of the original equipment installation.

1.3 SPECIFIC TASKS:

1.3.1 One time inspection of all MCS central equipment and appurtenances as specified in this contract for condition. Condition will be documented with repair work only being authorized after review by the Chief Engineer or his designee and approval granted by the Contracting Officer. Charges for parts and labor for repair work will only originate as needed and upon authorization. The Contracting Officer's Representative for this contract is Hector Morales, (813) 610-1381.

1.3.2 Preventive maintenance inspections shall be coordinated through the COR. The preventive maintenance inspection may be combined with a service call only when advance notice has been given. The contractor must notify Engineering Service when checking in that he/she intends to combine calls if a preventive maintenance inspection is combined with a service call. Individual service slips must be submitted for each. Failure to provide preventive maintenance reporting may be cause for delay in payment for services performed. Maintenance inspections will be performed on the first and third weeks of the month, or as requested by the COR with appropriate 48 hour notice to contractor.

1.3.3 Preventative maintenance inspections shall be according to PSA Field Tasking-Controls Guide Lines. (The COR has these guide line if they are needed for reference.)

1.4 Qualifications

1.4.1 Proof of certified factory trained personnel for the support of Johnson Control Inc. Energy Management System, MetaSys Control System (MCS) must be provided.

1.5 General Information:

1.5.1 PARTS OR EQUIPMENT TO BE FURNISHED, INSTALLED OR REPAIRED

1.5.1.2 The contractor shall assist MCS operators and employees in implementing and reviewing additional and existing energy features and adjusting existing programs for maximum beneficial use of the system. Contractor shall include minimum of 4 hours per quarter for this requirement.

1.5.1.3 The contractor will provide customary testing and diagnostics when an apparent failure exists.

1.5.2 DOCUMENTATION:

1.5.2.1 When service is completed, the repairperson must indicate on his repair ticket the specific action taken, all parts replaced, hours of labor required. The equipment serviced must be identified clearly by name, serial number, location, and PMI number. At the conclusion of each preventive maintenance inspection a report shall be submitted to Engineering Service indicating the elements of the inspection performed, findings and recommendations (if applicable). This

report may be submitted in the form of a checklist or regular service slip, provided that the requested information is supplied. Upon completion of service, the Engineering representative will sign the service ticket, and deliver to COR (Contracting Officer's Representative) Building 1.

1.5.2.2 Invoicing

1.5.2.3 All invoices shall be detailed to include the billing period, contract line item being billed, quantity and total price. Any parts required shall be listed separately and include the GSA item number, pricing and discounts if applicable. Labor shall be detailed to indicate the number of hours worked in each category (Principal Coverage Period, Evenings/Saturdays and Sundays/Holidays).

Section 2.0 Government Furnished Property (GFP) and Services: All Parts Supplied By The VA

VA INFORMATION AND INFORMATION SYSTEM SECURITY/PRIVACY LANGUAGE

VA INFORMATION CUSTODIAL LANGUAGE:

- a. Contractors, contractor personnel, subcontractors, and subcontractor personnel shall be subject to the same Federal laws, regulations, standards, and VA Directives and Handbooks as VA and VA personnel regarding information and information system security.
- b. If VA determines that the contractor has violated any of the information confidentiality, privacy, and security provisions of the contract, it shall be sufficient grounds for VA to withhold payment to the contractor or third party or terminate the contract for default or terminate for cause under Federal Acquisition Regulation (FAR) part 12.
- c. A contractor/subcontractor shall request logical (technical) or physical access to VA information and VA information systems for their employees, subcontractors, and affiliates only to the extent necessary to perform the services specified in the contract, agreement, or task order.
- d. All contractors, subcontractors, and third-party servicers and associates working with VA information are subject to the same investigative requirements as those of VA appointees or employees who have access to the same types of information. The level and process of background security investigations for contractors must be in accordance with VA Directive and Handbook 0710, *Personnel Suitability and Security Program*. The Office for Operations, Security, and Preparedness is responsible for these policies and procedures.

SECURITY INCIDENT INVESTIGATION:

- a. The term "security incident" means an event that has, or could have, resulted in unauthorized access to, loss or damage to VA assets, or sensitive information, or an action that breaches VA security procedures. The contractor/subcontractor shall immediately notify the COR and simultaneously, the designated ISO and Privacy Officer for the contract of any known or

suspected security/privacy incidents, or any unauthorized disclosure of sensitive information, including that contained in system(s) to which the contractor/subcontractor has access.

b. To the extent known by the contractor/subcontractor, the contractor/subcontractor's notice to VA shall identify the information involved, the circumstances surrounding the incident (including to whom, how, when, and where the VA information or assets were placed at risk or compromised), and any other information that the contractor/subcontractor considers relevant.

c. With respect to unsecured protected health information, the business associate is deemed to have discovered a data breach when the business associate knew or should have known of a breach of such information. Upon discovery, the business associate must notify the covered entity of the breach. Notifications need to be made in accordance with the executed business associate agreement.

d. In instances of theft or break-in or other criminal activity, the contractor/subcontractor must concurrently report the incident to the appropriate law enforcement entity (or entities) of jurisdiction, including the VA OIG and Security and Law Enforcement. The contractor, its employees, and its subcontractors and their employees shall cooperate with VA and any law enforcement authority responsible for the investigation and prosecution of any possible criminal law violation(s) associated with any incident. The contractor/subcontractor shall cooperate with VA in any civil litigation to recover VA information, obtain monetary or other compensation from a third party for damages arising from any incident, or obtain injunctive relief against any third party arising from, or related to, the incident.

LIQUIDATED DAMAGES FOR DATA BREACH:

a. Consistent with the requirements of 38 U.S.C. §5725, a contract may require access to sensitive personal information. If so, the contractor is liable to VA for liquidated damages in the event of a data breach or privacy incident involving any SPI the contractor/subcontractor processes or maintains under this contract.

b. The contractor/subcontractor shall provide notice to VA of a "security incident" as set forth in the Security Incident Investigation section above. Upon such notification, VA must secure from a non-Department entity or the VA Office of Inspector General an independent risk analysis of the data breach to determine the level of risk associated with the data breach for the potential misuse of any sensitive personal information involved in the data breach. The term 'data breach' means the loss, theft, or other unauthorized access, or any access other than that incidental to the scope of employment, to data containing sensitive personal information, in electronic or printed form, that results in the potential compromise of the confidentiality or integrity of the data. Contractor shall fully cooperate with the entity performing the risk analysis. Failure to cooperate may be deemed a material breach and grounds for contract termination.

SECURITY CONTROLS COMPLIANCE TESTING :

On a periodic basis, VA, including the Office of Inspector General, reserves the right to evaluate any or all of the security controls and privacy practices implemented by the contractor under the clauses contained within the contract. With 10 working-day's notice, at the request of the government, the contractor must fully cooperate and assist in a government-sponsored security controls assessment at each location wherein VA information is processed or stored, or

information systems are developed, operated, maintained, or used on behalf of VA, including those initiated by the Office of Inspector General. The government may conduct a security control assessment on shorter notice (to include unannounced assessments) as determined by VA in the event of a security incident or at any other time.

TRAINING:

a. All contractor employees and subcontractor employees requiring access to VA information and VA information systems shall complete VA Privacy and Information Security Awareness and Rules of Behavior Training.

(1) Sign and acknowledge (either manually or electronically) understanding of and responsibilities for compliance with the *Rules of Behavior*.

b. The contractor shall provide to the contracting officer and/or the COR a copy of the training certificates and certification of signing the Rules of Behavior for each applicable employee within 1 week of the initiation of the contract and annually thereafter, as required.

c. Failure to complete the mandatory annual training and sign the Rules of Behavior annually, within the timeframe required, is grounds for suspension or termination of all physical or electronic access privileges and removal from work on the contract until such time as the training and documents are complete.

The Certification and Accreditation (C&A) requirements do not apply and a Security Accreditation Package is not required for this SOW.

DISCLAIMER

This RFI is issued solely for information and planning purposes only and does not constitute a solicitation. All information received in response to this RFI that is marked as proprietary will be handled accordingly. In accordance with FAR 15.201(e), responses to this notice are not offers and cannot be accepted by the Government to form a binding contract. Responders are solely responsible for all expenses associated with responding to this RFI.