

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30				1. REQUISITION NO. 539-17-3-6072-0156		PAGE 1 OF 41	
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE		4. ORDER NO.		5. SOLICITATION NUMBER VA250-17-Q-0949	
6. SOLICITATION ISSUE DATE 08-17-2017		7. FOR SOLICITATION INFORMATION CALL: a. NAME Luke Turner		b. TELEPHONE NO. (No Collect Calls) 513-559-3712		8. OFFER DUE DATE/LOCAL TIME 09-15-2017 8:00 A.M. EST	
9. ISSUED BY Luke A. Turner Department of Veterans Affairs Network Contracting Office (NCO) 10 260 E. University Avenue Cincinnati OH 45219				10. THIS ACQUISITION IS <input type="checkbox"/> UNRESTRICTED OR <input checked="" type="checkbox"/> SET ASIDE: 100 % FOR: <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> EDWOSB <input checked="" type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input type="checkbox"/> 8(A) Y NAICS: 238220 SIZE STANDARD: \$15 Million			
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input checked="" type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS		13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) <input type="checkbox"/>		13b. RATING N/A	
14. METHOD OF SOLICITATION <input checked="" type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP				15. DELIVER TO Services will be delivered to: See Performance Work Statement for the locations (2) for performance.			
16. ADMINISTERED BY Luke A. Turner Department of Veterans Affairs Network Contracting Office (NCO) 10 260 E. University Avenue Cincinnati OH 45219				17a. CONTRACTOR/OFFEROR CODE FACILITY CODE			
18a. PAYMENT WILL BE MADE BY Department of Veterans Affairs FMS-VA-2(101) Financial Services Center PO Box 149971 Austin TX 78714-9971 PHONE: FAX:				18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM			
19. ITEM NO.				20. SCHEDULE OF SUPPLIES/SERVICES			
21. QUANTITY				22. UNIT			
23. UNIT PRICE				24. AMOUNT			
25. ACCOUNTING AND APPROPRIATION DATA				26. TOTAL AWARD AMOUNT (For Govt. Use Only)			
27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA				27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA			
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED				29. AWARD OF CONTRACT: REF. OFFER DATED. YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN IS ACCEPTED AS TO ITEMS:			
30a. SIGNATURE OF OFFEROR/CONTRACTOR				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)			
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)		30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) John M. Ryan		31c. DATE SIGNED	

Table of Contents

SECTION A.....	1
A.1 SF 1449 SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS	1
SECTION B - CONTINUATION OF SF 1449 BLOCKS	3
B.1 PRICE/COST SCHEDULE.....	3
ITEM INFORMATION.....	3
B.2 CONTRACT ADMINISTRATION DATA	4
B.3 LIMITATIONS ON SUBCONTRACTING-- MONITORING AND COMPLIANCE (JUN 2011)	5
B.4: PERFORMANCE WORK STATEMENT (PWS).....	6
SECTION C - CONTRACT CLAUSES.....	30
C.1 52.202-1 DEFINITIONS (NOV 2013).....	30
C.2 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)	30
C.3 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)	30
C.4 52.249-4 TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (SERVICES) (SHORT FORM) (APR 1984)	30
C.5 52.223-12 – Maintenance, Service, Repair, or Disposal of Refrigeration.....	30
C.6 852.219-10 VA NOTICE OF TOTAL SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS SET-ASIDE (DEC 2009)	32
C.7 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)	33
SECTION D - CONTRACT DOCUMENTS, EXHIBITS, OR ATTACHMENTS	35
Attachment # 1: Performance Requirements Summary	35
Attachment # 2: The ACR.....	36
Attachment # 3: Dress Code.....	36
Attachment # 4: Deliverables Schedule (Pre/Post Award).....	36
Attachment # 5: DOL Wage Determination Link	37
Attachment # 6: Security Packet Link.....	37
SECTION E - SOLICITATION PROVISIONS.....	37
E.1 52.212-2 EVALUATION—COMMERCIAL ITEMS (OCT 2014)	37
E.2 VAAR 852.252-70 SOLICITATION PROVISIONS OR CLAUSES INCORPORATED BY REFERENCE (JAN 2008).....	41

SECTION B - CONTINUATION OF SF 1449 BLOCKS**B.1 PRICE/COST SCHEDULE
ITEM INFORMATION**

ITEM NUMBER	DESCRIPTION OF SUPPLIES/SERVIC ES	QUANTIT Y	UNI T	UNIT PRICE	AMOUNT
0001	Air Duct Cleaning, Inspection, and Minor Repair Services. Contract Period: Base POP Begin: 09-15- 2017 POP End: 09-14-2018	1.00	YR		
1001	Air Duct Cleaning, Inspection, and Minor Repair Services. Contract Period: Option 1 POP Begin: 09-15- 2018 POP End: 09-14-2019	1.00	YR		
2001	Air Duct Cleaning, Inspection, and Minor Repair Services. Contract Period: Option 2 POP Begin: 09-15- 2019 POP End: 09-14-2020	1.00	YR		
3001	Air Duct Cleaning, Inspection, and Minor Repair Services. Contract Period: Option 3 POP Begin: 09-15- 2020 POP End: 09-14-2021	1.00	YR		
4001	Air Duct Cleaning, Inspection, and Minor Repair Services. Contract Period:	1.00	YR		

Option 4 POP Begin: 09-15-2021 POP End: 09-14-2022					
5001	Six (6) Month Extension of Services After the Final Option Year (Option Year 4) (See 52.217-8 – Option to Extend Services in Section C)	1.00	JB	_____	_____
0002	Additional Maintenance/Repair Services May be Used for Additional Services Price Based on Current Year Labor Rate Under this CLIN (0006), No Job Shall Exceed \$10k.	0.00	JB	_____	_____
				GRAND TOTAL	_____

B.2 CONTRACT ADMINISTRATION DATA

(continuation from Standard Form 1449, block 18A.)

1. Contract Administration: All contract administration matters will be handled by the following individuals:

a. CONTRACTOR:

b. GOVERNMENT: Contracting Officer 36C250

Luke A. Turner

Department of Veterans Affairs

Network Contracting Office (NCO) 10

260 E. University Avenue

Cincinnati OH 45219

2. CONTRACTOR REMITTANCE ADDRESS: All payments by the Government to the contractor will be made in accordance with:

☒ 52.232-34, Payment by Electronic Funds Transfer—Other Than System For Award Management, or

☐ 52.232-36, Payment by Third Party

3. INVOICES: Invoices shall be submitted in arrears:

a. Quarterly ☐

b. Semi-Annually ☐

c. Other ☒ Monthly

4. GOVERNMENT INVOICE ADDRESS: All Invoices from the contractor shall be submitted electronically in accordance with VAAR Clause 852.232-72 Electronic Submission of Payment Requests.

Department of Veterans Affairs

FMS-VA-2(101)

Financial Services Center

PO Box 149971

Austin TX 78714-9971

ACKNOWLEDGMENT OF AMENDMENTS: The offeror acknowledges receipt of amendments to the Solicitation numbered and dated as follows:

AMENDMENT NO	DATE

B.3 LIMITATIONS ON SUBCONTRACTING-- MONITORING AND COMPLIANCE (JUN 2011)

This solicitation includes FAR 52.203-6. Accordingly, any contract resulting from this solicitation will include this clause. The contractor is advised in performing contract administration functions, the CO may use the services of a support contractor(s) retained by VA to assist in assessing the contractor's compliance with the limitations on subcontracting or percentage of work performance requirements specified in the clause. To that end, the support contractor(s) may require access to contractor's offices where the contractor's business records or other proprietary data are retained and to review such business records regarding the contractor's compliance with this requirement. All support contractors conducting this review on behalf of VA will be required to sign an "Information Protection and Non-Disclosure and Disclosure of Conflicts of Interest Agreement" to ensure the contractor's business records or other proprietary data reviewed or obtained in the course of assisting the CO in assessing the contractor for compliance are protected to ensure information or data is not improperly disclosed or other impropriety occurs. Furthermore, if VA determines any services the support contractor(s) will perform in assessing compliance are advisory and assistance services as defined in FAR 2.101, Definitions, the support contractor(s) must also enter into an agreement with the contractor to protect proprietary information as required by FAR 9.505-4, obtaining access to proprietary information, paragraph (b). The contractor is required to cooperate fully and make available any records as may be required to enable the CO to assess the contractor's compliance with the limitations on subcontracting or percentage of work performance requirement.

B.4: PERFORMANCE WORK STATEMENT (PWS)

PERFORMANCE WORK STATEMENT (PWS)

HVAC DUCT CLEANING, MAINTENANCE AND REPAIR SERVICES CINCINNATI VA MEDICAL CENTER

Part 1

General Information

1. **GENERAL:** This is a non-personnel services contract to provide cleaning & inspection of all mechanical HVAC units, including the associated ductwork and filter changes, throughout the Cincinnati VA Medical Center, at both the Cincinnati and Fort Thomas Kentucky campuses. The Government shall not exercise any supervision or control over the contract service providers performing the services herein. Such contract service providers shall be accountable solely to the Contractor who, in turn, is responsible to the Government.

1.1 Description of Services/Introduction: The contractor shall provide all personnel, equipment, supplies (except those supplied), facilities, transportation, tools, materials, supervision, and other items and non-personal services necessary to perform Mechanical HVAC System Cleaning, as defined in this Performance Work Statement except for those items specified as government furnished property and services. The contractor shall perform to the standards in this PWS.

1.2 Background: The Cincinnati VA Medical Center, including the Fort Thomas, Kentucky Division, have a need for continued duct cleaning services in order to meet all air quality requirements as defined in the NADCA Standards for Assessment/Cleaning/Restoration of HVAC Systems (See Attachment # 2 – The ACR).

1.3 Objectives:

- Clean ductwork
- Clean and inspected HVAC equipment, such as air handling units, exhaust fans, induction units, etc.
- Air Filter changes
- Clean ceiling diffusers, air intakes, etc.

1.4 Scope Summary: The contractor shall provide the personal necessary to complete the required work under the contract and COR's direction in a timely manner and on schedule (excluding holidays – see Section 1.6.3). Please see the requirements for the contractor's Quality Control Plan in Section 1.6.1. The contractor is required to submit a schedule that details how the work will be completed in the time-frames listed below as a deliverable with the quote (Section 1.4.1). This schedule, once awarded, will be

amended as needed and approved by the contracting officer before work begins and may be changed in the future as needed.

A site visit will be made available to any SDVOSBs interested on Wednesday, August 30, 2017, at 10:30 A.M. EST. Contractors interested must contact Luke Turner by August 25, 2017 at 12:00 P.M. EST, with intent to attend the site visit. No more than two (2) employees from an individual contractor will be permitted to attend. Contractors attending are responsible for parking offsite.

The location for the site visit will be as follows:

Main Entrance
Cincinnati VA Medical Center
3200 Vine Street
Cincinnati, Ohio 45220-2637

Attending personal are to dress appropriately as provided in this solicitation. Contractor is liable for bringing any safety equipment that may be needed. The government is not liable for any injury sustained during this site visit. The contractor is not to discuss any sort of pricing with the government officials or other contractors throughout the site visit.

Please contact if interested in the site visit:

1.4.1 A listing of included equipment is provided below (See Section Part 3.5 for a list of supplies provided by the government):

A. The following areas on the Cincinnati Campus are to be cleaned on a quarterly basis:

- 1) Building 1, East Wing: Intakes on Generator Room.
- 2) Building 1, C-Section: Intakes on Generator Room
- 3) Building 1, Room A22: Transformer Room Intakes.
- 4) Building 1, Transformer Room A: Intakes
- 5) Building 1, Negative Pressure Rooms:
- 6) Building 1, Operator Rooms C-346, C-347, C-348, C-349, C-350, C-353, C-354;
Diffusers and grilles in cysto and operating rooms. They shall be vacuumed and washed.
Adjacent ceiling tiles (touching HVAC vents) shall be cleaned or replaced discolored or broken.
- 7) Building 8: Generator Room Intakes.

B. Cincinnati Campus: The following areas in Buildings 1, 2, 3, 8, 13, 14, 15, & The Fisher House are to be cleaned and inspected on a quarterly basis:

- 1) Clean all Air Handling Units (Supply, Return, and Exhaust): This includes pressure cleaning all intakes, coils, clean interiors, lubricate dampers and treat drain pans. Clean

and lubricate all fans and fan housings. The contractor shall straighten or comb bent fins on HVAC units.

- 2) Complete Scheduled Filter Change:
 - 3) Clean and inspect all ceiling and floor mounted induction units throughout the Cincinnati Division (Approximately 207 units). All units must be cleaned and checked for correct valve operations. Remove covers, clean coils, and inspect lint screens and diffusers on all induction units. Replace lint screens and diffusers where necessary. The contractor shall straighten or comb bent fins on HVAC units.
 - 4) Clean and inspect all heat convectors throughout the Cincinnati Division (Approximately 840 units). All convectors shall be cleaned and checked for proper operation. Remove covers and clean coils. The contractor shall straighten or comb bent fins on heat convectors.
 - 5) Clean and inspect all fan coils located throughout the Cincinnati Division (Approximately 269 units). The contractor shall clean coils and replace filters. The contractor shall treat drain pans, clean and lubricate blower motors, blower wheels and change v-belts on fan coils that are belt driven as necessary. The contractor shall straighten or comb bent fins on fan coil units.
 - 6) Clean and inspect all mixing boxes throughout the Cincinnati Division (Approximately 89). The Contractor must vacuum and verify for proper operation.
 - 7) Clean all diffusers and grilles throughout the Cincinnati Division (Approximately 3233 units). They shall be vacuumed and washed. All adjacent ceiling tile shall be cleaned or replaced as necessary.
 - 8) Building3: The contractor shall remove all through-the-wall Air Conditioning Units (Approximately 55 units) and pressure clean condensers, evaporators, (Approximately 8 units) glycol coils and (Approximately 55 units) steam coils. The Contractor shall treat drain pans, lubricate and clean motors, blower wheels, and clean or change filters as needed. The contractor shall straighten or comb bent fins on units.
 - 9) Clean and inspect all exhaust fans located throughout the Cincinnati Division (Approximately 121 units). Clean and lubricate all fan housings. Change belts as necessary. .
 - 10) Clean and inspect units being worked on located throughout the Cincinnati Division and related equipment (pulleys, belts, motor, etc.). Clean and lubricate all equipment clearly a part of the main unit.
 - 11) Clean and inspect cooking hoods (Approximately 6).
 - 12) Clean and inspect interior of all ductwork of the Cincinnati Campus.
- C. Building 64 (Fort Thomas Kentucky Division): All work at this division is performed on a Semi-Annual basis:
- 1) Clean and inspect 3 ea. Air Handler Units located in the penthouses the roof of Building No 64. Clean (Approximately 162) ceiling supply diffusers, and (Approximately 134) ceiling return grilles. All located in various rooms on the second and third floors of Building No 64. Clean intakes and vent grilles, and screens in the AHU Penthouses. Contractor shall change filters semi-annually. Clean all Air Handling Units (Supply, Return and Exhaust): This includes pressure cleaning all intakes, coils, clean interiors, lube dampers and treat drain pans. Clean, inspect and lubricate all fan and fan housings.

The contractor shall straighten or comb bent fins on fan coil units, heat convectors, and split HVAC units.

- 2) Clean (Approximately 5) roof mounted exhaust fans. This includes exhaust grilles in various areas on the first, second, and third floors.
- 3) Generator Room: Clean Air Intakes.
- 4) Clean and inspect Air Handler Units either in the Basement, First Floor or outside of Building No 64 at the Basement level. Clean associated ceiling diffusers and Return Air Grilles. This includes pressure cleaning all intakes, coils, clean interiors, lube dampers and treat drain pans. Clean, inspect and lubricate all fans and fan housings. The contractor shall straighten or comb bent fins on fan coil units, heat convectors, and split HVAC units.
- 5) Clean and inspect cooking hoods (Approximately 6).
- 6) Clean and Inspect the interior of all ductwork of the Fort Thomas Kentucky Division.

D. Provide services that are not generally completed (See CLIN 0006) under the contract. These services will be unforeseen repair of HVAC systems that can be reasonably charged to the contract and under the current agreed upon (of the contract) labor hour rates. The determination of allowability will be determined by the administrative contracting officer and shall not exceed \$10,000.00 for the work to be performed for any task and **shall NOT include the purchase of supplies from the contractor.**

1.5 **Period of Performance:** The period of performance shall be for one (1) Base Year of 12 months and four (4) 12-month option years summarized as follows:

- Base Year: From September 20, 2017 to September 19, 2018.
- Option Year #1: From September 20, 2018 to September 19, 2019.
- Option Year #2: From September 20, 2019 to September 19, 2020.
- Option Year #3: From September 20, 2020 to September 19, 2021.
- Option Year #4: From September 20, 2021 to September 19, 2022.

1.6 **General Information**

1.6.1 **Quality Control:** The contractor shall develop and maintain an effective quality control plan to ensure services are performed in accordance with this PWS. The contractor shall develop and implement procedures to identify, prevent, and ensure non-recurrence of defective services. The quality control program is how the contractor assures the government that his work complies with the requirement of the contract. The Contractor shall submit a draft QC plan with his quote for review (See Attachment # 1 - Performance Requirements Summary for the minimal areas that should be addressed) The Contractor shall submit a final written quality control plan within 30 days after contract award for the Contracting Officer's approval. After acceptance of the quality control plan the contractor shall receive the contracting officer's acceptance in writing.

1.6.2 **Quality Assurance:** The government shall evaluate the contractor's performance under this contract in accordance with the approved quality control plan (See Attachment # 1 - Performance Requirements Summary for most important elements). This plan is primarily focused on what the Government must do to ensure that the contractor has performed in accordance with the performance standards. It defines how

the performance standards will be applied, the frequency of surveillance, and the minimum acceptable defect rate(s).

1.6.3 Recognized Holidays:

New Year's Day

Martin Luther King Jr.'s Birthday

President's Day

Memorial Day

Independence Day

Labor Day

Columbus Day

Veteran's Day

Thanksgiving Day

Christmas Day

1.6.4 Hours of Operation: The contractor is responsible for conducting business, in Basement Floor, Main Kitchen, 1st floor Canteen Kitchen and 3rd floor Surgical Suite (Bldg. 1) and Basement Kitchen (Bldg . 64), shall be performed 7 pm to 5 am. All other services and inspections shall be performed during regular working hours of regular working days which are 7:00 a.m. to 3:30 p.m., Monday through Friday, except Federal holidays or when the Government facility is closed due to local or national emergencies, administrative closings, or similar Government directed facility closings.

1.6.5 Place of Performance: The work to be performed under this contract will be performed at the Cincinnati VA Medical Center, at both the Cincinnati Ohio and Fort Thomas Kentucky locations.

Cincinnati VA Medical Center
3200 Vine Street
Cincinnati, Ohio 45220-2637

Fort Thomas VA Medical Division
1000 S. Fort. Thomas Ave.
Fort. Thomas, KY. 41075

1.6.6 Type of Contract: The government anticipates the award of a Base + 4 option years Firm-Fixed Price contract.

1.6.7 Security Requirements and Background Checks: Contractor personnel performing work under this contract must go thru the VA background check procedure to obtain Contractor ID badges at time of the proposal submission, and must maintain the level of security required for the life of the contract. Contractor ID badges are obtained thru the VA Police Service, to be coordinated by the COR (See Attachment # 6 for Guidelines/Requirements).

1.6.7.1 PHYSICAL Security: The contractor shall be responsible for safeguarding all government equipment, information and property provided for contractor use. At the close of each work period, government facilities, equipment, and materials shall be secured. The contractor is responsible for all personal property and equipment.

1.6.7.2 Key Control: Contractor shall establish and implement methods of making sure all keys/key cards issued to the Contractor by the Government are not lost or misplaced and are not used by unauthorized

persons. NOTE: All references to keys include key cards. No keys issued to the Contractor by the Government shall be duplicated. The Contractor shall develop procedures covering key control that shall be included in the Quality Control Plan. Such procedures shall include turn-in of any issued keys by personnel who no longer require access to locked areas. The Contractor shall immediately report any occurrences of lost or duplicate keys/key cards to the Contracting Officer.

1.6.7.2.1. Key Control: In the event keys, other than master keys, are lost or duplicated, the Contractor shall, upon direction of the Contracting Officer, re-key or replace the affected lock or locks; however, the Government, at its discretion, may replace the affected lock or locks or perform re-keying. When the replacement of locks or re-keying is performed by the Government, the total cost of re-keying or the replacement of the lock or locks shall be placed in invoices for payment when submitted as a negative line item. In the event a master key is lost or duplicated, all locks and keys for that system shall be replaced by the Government and the total cost deducted from the monthly payment invoiced by the Contractor.

1.6.7.2.2. Key Control: The Contractor shall prohibit the use of Government issued keys/key cards by any persons other than the Contractor's employees. The Contractor shall prohibit the opening of locked areas by Contractor employees to permit entrance of persons other than Contractor employees engaged in the performance of assigned work in those areas, or personnel authorized entrance by the Contracting Officer.

1.6.7.3 Lock Combinations: The Contractor shall establish and implement methods of ensuring that all lock combinations are not revealed to unauthorized persons. The Contractor shall ensure that lock combinations are changed when personnel having access to the combinations no longer have a need to know such combinations. These procedures shall be included in the Contractor's Quality Control Plan.

1.6.8 Specifications and Special Qualifications: Refer to Part 5: Specific Task for the specifications for performing this work, and the required qualifications.

1.6.9 Post Award Conference/Periodic Progress Meetings: The Contractor agrees to attend any post award conference convened by the contracting activity or contract administration office in accordance with Federal Acquisition Regulation Subpart 42.5. The contracting officer, Contracting Officers Representative (COR), and other Government personnel, as appropriate, may meet periodically with the contractor to review the contractor's performance. At these meetings, the appropriate government official (CO/CS/COR) will apprise the contractor of how the government views the contractor's performance and the contractor will apprise the Government of problems, if any, being experienced. Appropriate action shall be taken to resolve outstanding issues. These meetings shall be at no additional cost to the government.

1.6.10 Contracting Officer Representative (COR): The (COR) will be identified by separate letter. 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, and provide site entry of

Contractor personnel. A letter of designation issued to the COR, a copy of which is sent to the Contractor, states the responsibilities and limitations of the COR, especially with regard to changes in cost or price, estimates or changes in delivery dates. The COR is not authorized to change any of the terms and conditions of the resulting order.

1.6.11 Key Personnel (Government): The follow personnel are considered key personnel by the government: Contracting Officer, Contracting Officer Representative, Maintenance and Operations Foreman, Utility Systems Supervisor, and A/C Shop Leader. The contractor shall provide a contract manager who shall be responsible for the performance of the work. The name of this person and an alternate who shall act for the contractor when the manager is absent shall be designated in writing to the contracting officer. The contract manager or alternate shall have full authority to act for the contractor on all contract matters relating to daily operation of this contract. The contract manager or alternate shall be available between 7 am to 3:30 pm, Monday thru Friday except Federal holidays or when the government facility is closed for administrative reasons.

1.6.12 Identification of Contractor Employees: All contract personnel attending meetings, answering Government telephones, and working in other situations where their contractor status is not obvious to third parties are required to wear their VA issued Contractor ID Badges to avoid creating an impression in the minds of members of the public that they are Government officials. They must also ensure that all documents or reports produced by contractors are suitably marked as contractor products or that contractor participation is appropriately disclosed.

1.6.13 Contractor Travel: The Contractor is required to provide travel foe work completed under the contract. This cost is part of the contract award and not chargeable to the government.

1.6.14 Other Direct Costs: N/A

1.6.15 Data Rights: N/A

1.6.16 Organizational Conflict of Interest: Contractor and subcontractor personnel performing work under this contract may receive, have access to or participate in the development of proprietary or source selection information (e.g., cost or pricing information, budget information or analyses, specifications or work statements, etc.) or perform evaluation services which may create a current or subsequent Organizational Conflict of Interests (OCI) as defined in FAR Subpart 9.5. The Contractor shall notify the Contracting Officer immediately whenever it becomes aware that such access or participation may result in any actual or potential OCI and shall promptly submit a plan to the Contracting Officer to avoid or mitigate any such OCI. The Contractor's mitigation plan will be determined to be acceptable solely at the discretion of the Contracting Officer and in the event the Contracting Officer unilaterally determines that any such OCI cannot be satisfactorily avoided or mitigated, the Contracting Officer may effect other remedies as he or she deems necessary, including prohibiting the Contractor from participation in subsequent contracted requirements which may be affected by the OCI.

1.6.17 Phase-In /Phase-Out Period: N/A

1.6.18 Dress Code Requirements: All contractor personal shall comply with the dress code policy (located in Attachment # 2). No business attire should be observed for this contract, but all other guidelines are applicable. Specific dress requirement for this contract are, but not limited to, as follows:

- No shorts
- Closed Toe Shoes
- Applicable Safety Equipment (Hard hats, Steel-Toe Boots, etc.)
- No cut-off / sagging clothing of any kind
- No offensive material on clothing

PART 2

DEFINITIONS & ACRONYMS

2. DEFINITIONS AND ACRONYMS:

2.1. DEFINITIONS:

- **CONTRACTOR.** A supplier or vendor awarded a contract to provide specific supplies or service to the government. The term used in this contract refers to the prime.
- **CONTRACTING OFFICER.** A person with authority to enter into, administer, and or terminate contracts, and make related determinations and findings on behalf of the government. Note: The only individual who can legally bind the government.
- **CONTRACTING OFFICER'S REPRESENTATIVE (COR).** An employee of the U.S. Government appointed by the contracting officer to administer the contract. Such appointment shall be in writing and shall state the scope of authority and limitations. This individual has authority to provide technical direction to the Contractor as long as that direction is within the scope of the contract, does not constitute a change, and has no funding implications. This individual does NOT have authority to change the terms and conditions of the contract.
- **DEFECTIVE SERVICE.** A service output that does not meet the standard of performance associated with the Performance Work Statement.
- **DELIVERABLE.** Anything that can be physically delivered, but may include non-manufactured things such as meeting minutes or reports.
- **KEY PERSONNEL.** Contractor personnel that are evaluated in a source selection process and that may be required to be used in the performance of a contract by the Key Personnel listed in the PWS. When key personnel are used as an evaluation factor in best value procurement, an offer can be rejected if it does not have a firm commitment from the persons that are listed in the proposal.
- **NOT TO EXCEED (NTE).** The price and/or quantity that the contract or purchase order shall not exceed.
- **PHYSICAL SECURITY.** Actions that prevent the loss or damage of Government property.
- **QUALITY ASSURANCE.** The government procedures to verify that services being performed by the Contractor are performed according to acceptable standards.
- **QUALITY ASSURANCE Surveillance Plan (QASP).** An organized written document specifying the surveillance methodology to be utilized by the government for surveillance of contractor performance.
- **QUALITY CONTROL.** All necessary measures taken by the Contractor to assure that the quality of an end product or service shall meet contract requirements.
- **SUBCONTRACTOR.** One that enters into a contract with a prime contractor. The Government does not have privity of contract with the subcontractor.
- **WORK DAY.** The number of hours per day the Contractor provides services in accordance with the contract.
- **WORK WEEK.** Monday through Friday, unless specified otherwise.

2.2. ACRONYMS:

ACOR	Alternate Contracting Officer's Representative
CFR	Code of Federal Regulations
CO	Contracting Officer
CONUS	Continental United States (excludes Alaska and Hawaii)
COR	Contracting Officer's Representative
COTR	Contracting Officer's Technical Representative
COTS	Commercial-Off-the-Shelf
FAR	Federal Acquisition Regulation
HIPAA	Health Insurance Portability and Accountability Act of 1996
NTE	Not to Exceed
OCI	Organizational Conflict of Interest
OCOUS	Outside Continental United States (includes Alaska and Hawaii)
ODC	Other Direct Costs
PIPO	Phase In/Phase Out
POC	Point of Contact
PRS	Performance Requirements Summary
PWS	Performance Work Statement
QA	Quality Assurance
QAP	Quality Assurance Plan
QASP	Quality Assurance Surveillance Plan
QC	Quality Control
QCP	Quality Control Program
TE	Technical Exhibit
VAAR	Veteran's Administration Acquisition Regulation
VHA PM	Veteran's Health Administration Procurement Manual

PART 3
GOVERNMENT FURNISHED PROPERTY, EQUIPMENT, AND SERVICES

3. GOVERNMENT FURNISHED ITEMS AND SERVICES:

3.1. Services: NA

3.2 Facilities: The Government will provide the following to the Contractor:

- An area for the Contractor to store equipment used to complete the requirements under the contract. Storage space will not exceed 16' x 24' in total area.
- Toilet and washrooms for the technicians employed by the Contractor in the performance of this contract.
- Contractor will be allowed to use the VA Canteen Service for breaks and lunches. Contractor will not use any other location throughout the facility for such purposes.
- Contractor will be allowed to use Warehouse dock area to unload equipment (Both Cincinnati and Fort Thomas Locations). Coordination with the COR required 24 hours prior to loading and unloading at the two locations.
- Contractor will be allowed to use service elevators for transportation of equipment, materials, tools and waste.

Note* There is no available on-site parking. Contractor will be responsible for parking off-site (will be allowed to load and unload on-site as needed for performance under the contract).

3.3 Utilities: The Government will provide the following to the Contractor:

- All electricity necessary to operate the contractor's power driven equipment, explosion proof and conventional droplights, etc.

The Contractor shall instruct employees in utilities conservation practices. The contractor shall be responsible for operating under conditions that preclude the waste of utilities, which include turning off the water faucets or valves.

3.4 Equipment: N/A – the contractor is responsible for all equipment needed to complete the services required under the contract.

3.5 Materials: The Government will provide the following supplies to perform the duties prescribed within. The government furnished supplies will be stored in Building # 8 (Boiler Plant) and the basement level of building # 15 (A/C Shop). Supplies will be located in the storage room of the 3rd floor of the Fort Thomas Facility. The contactor is required to report supplies used each week in the report described in Section 2.08(A)(1) and future needs for supplies to be stocked.

- filters
- screens
- diffusers
- charcoal
- purafil cells
- belts
- cleaning agents
- ceiling tile
- lubricants
- drain treatment materials
- trash bags
- dumpster use
- architectural floor plans

PART 4
CONTRACTOR FURNISHED ITEMS AND SERVICES

4. CONTRACTOR FURNISHED ITEMS AND RESPONSIBILITIES:

4.1 General: The Contractor shall furnish all supplies (Except ones supplies by the government in Section 3.5), equipment, facilities and services required to perform work under this contract as listed in this PWS.

4.2. Materials: The contractor will provide any materials not listed in Part 3.5 above, that is required to complete their work.

4.3. Equipment: The contractor shall provide the equipment necessary to perform the work as described in this PWS.

PART 5 SPECIFIC TASKS

General Specifications

Part 1 -- Special Provisions

1.1 Qualification of the HVAC System Cleaning Contractor

(A) Membership: The HVAC system cleaning contractor shall be a certified member of the National Air Duct Cleaners Association (NADCA), or shall maintain membership in a nationally recognized non-profit industry organization dedicated to the cleaning of HVAC systems.

(B) Certification: The HVAC system cleaning contractor shall have a minimum of one (1) Air System Cleaning Specialist (ASCS) certified by NADCA on a full-time basis, or shall have staff certified by a nationally recognized certification program and organization dedicated to the cleaning of HVAC systems.

(C)) Supervisor Qualifications: A person certified as an ASCS by NADCA, or maintaining an equivalent certification by a nationally recognized program and organization, shall be responsible for the total work herein specified.

(D)) Experience: The HVAC system cleaning contractor shall submit resumes reflecting 2 years of experience in the field of HVAC system cleaning for all employees to perform under the contract.

(E) Equipment, Materials and Labor: The HVAC system cleaning contractor shall possess and furnish all necessary equipment, materials and labor to adequately perform the specified services.

1. The contractor shall assure that its employees have received safety equipment training, medical surveillance programs, individual health protection measures, and manufacturer's product and material safety data sheets (MSDS) as required for the work by the U.S. Occupational Safety and Health Administration, and as described by this specification.

2. The contractor shall maintain a copy of all current MSDS documentation and safety certifications at the site at all times, as well as comply with all other site documentation requirements of applicable OSHA programs and this specification

3. Contractor shall submit to the **government** all Material Safety Data Sheets (MSDS) for all chemical products proposed to be used in the cleaning process.

4. Contractor Shall provide resumes of all employees, reflecting 2 years HVAC cleaning experience, that are to perform under the contract and shall do so to the COR 30 days after contract award. This requirement also applies to new employees that are hired throughout the duration of the contract.

(F) Licensing: The HVAC system cleaning contractor shall provide proof of maintaining the proper license(s), if any, as required to do work in this state. Contractor shall comply with all Federal, state and local rules, regulations, and licensing requirements.

1.2 Standards

(A) NADCA Standards: The HVAC system cleaning contractor shall perform the services specified here in accordance with the current published standards of the National Air Duct Cleaners Association (NADCA).

1. All terms in this specification shall have their meaning defined as stated in the NADCA Standards (See Attachment # 2 The ACR).
2. NADCA Standards must be followed with no modifications or deviations being allowed.

1.3 Documents

(A) Mechanical Drawings: The **government** shall provide the HVAC system cleaning contractor with one copy of the following documents:

1. Project drawings and specifications.
2. Approved construction revisions pertaining to the HVAC system.
3. Any existing indoor air quality (IAQ) assessments or environmental reports prepared for the facility.

Part 2 -- HVAC System Cleaning Specifications and Requirements

2.1 Scope of Work

(A)) Scope: This section defines the *minimum* requirements necessary to render HVAC components clean, and to verify the cleanliness through inspection and/or testing in accordance with items specified herein and applicable NADCA Standards.

The Contractor shall be responsible for the removal of visible surface contaminants and deposits from within the HVAC system in strict accordance with these specifications.

2.2 HVAC System Component Inspections and Site Preparations

(A) HVAC System Component Inspections: Prior to the commencement of any cleaning work, the HVAC system cleaning contractor shall perform a visual inspection of the HVAC system to determine appropriate methods, tools, and equipment required to satisfactorily complete this project. The cleanliness inspection should include air handling units and representative areas of the HVAC system components and ductwork. In HVAC systems that include multiple air handling units, a representative sample of the units should be inspected. The cleanliness inspection shall be conducted without negatively impacting the indoor environment through excessive disruption of settled dust, microbial amplification or other debris. In cases where contamination is suspected, and/or in sensitive environments where even small amounts of contaminant may be of concern, environmental engineering control measures should be implemented

1. Damaged system components found during the inspection shall be documented and brought to the attention of the **government**.

(B)) Site Evaluation and Preparations: Contractor shall conduct a site evaluation, and establish a specific, coordinated plan which details how each area of the building will be protected during the various phases of the project.

(C) Inspector Qualifications: Contractor's Management under the contract will be responsible for inspecting work completed and reporting back to the COR/Engineering department as described in Attachment # 4: Deliverables.

2.3 General HVAC System Cleaning Requirements

(A) Containment: Debris removed during cleaning shall be collected and precautions must be taken to ensure that Debris is not otherwise dispersed outside the HVAC system during the cleaning process.

(B)) Particulate Collection: Where the Particulate Collection Equipment is exhausting inside the building, HEPA filtration with 99.97% collection efficiency for 0.3-micron size (or greater) particles shall be used. When the Particulate Collection Equipment is exhausting outside the building, Mechanical Cleaning operations shall be undertaken only with Particulate Collection Equipment in place, including adequate filtration to contain Debris removed from the HVAC system. When the Particulate Collection Equipment is exhausting outside the building, precautions shall be taken to locate the equipment down wind and away from all air intakes and other points of entry into the building.

(C) Controlling Odors: Measures shall be employed to control odors and/or mist vapors during the cleaning process.

(D) Component Cleaning: Cleaning methods shall be employed such that all HVAC system components must be Visibly Clean as defined in applicable standards (see NADCA Standards). Upon completion, all components must be returned to those settings recorded just prior to cleaning operations.

(E) Air-Volume Control Devices: Dampers and any air-directional mechanical devices inside the HVAC system must have their position marked prior to cleaning and, upon completion, must be restored to their marked position.

(F) Service Openings: The contractor shall utilize service openings, as required for proper cleaning, at various points of the HVAC system for physical and mechanical entry, and inspection.

1. Contractor shall utilize the existing service openings already installed in the HVAC system where possible.
2. Other openings shall be created where needed and they must be created so they can be sealed in accordance with industry codes and standards.
3. Closures must not significantly hinder, restrict, or alter the airflow within the system.
4. Closures must be properly insulated to prevent heat loss/gain or condensation on surfaces within the system.
5. Openings must not compromise the structural integrity of the system.
6. Construction techniques used in the creation of openings should conform to requirements of applicable building and fire codes, and applicable NFPA, SMACNA and NADCA Standards.
7. Cutting service openings into flexible duct is not permitted. Flexible duct shall be disconnected at the ends as needed for proper cleaning and inspection.
8. Rigid fiber glass duct systems shall be resealed in accordance with NAIMA recommended practices. Only closure techniques that comply with UL Standard 181 or UL Standard 181a are suitable for fiber glass duct system closures.
9. All service openings capable of being re-opened for future inspection or remediation shall be clearly marked and shall have their location reported to the **government** in project report documents.

(G) Ceiling sections (tile): The contractor may remove and reinstall ceiling sections to gain access to HVAC systems during the cleaning process.

(H) Air distribution devices (registers, grilles & diffusers): The contractor shall clean all air distribution devices.

(I) Air handling units, terminal units (VAV, Dual duct boxes, etc.), blowers and exhaust fans: The contractor shall insure that supply, return, and exhaust fans and blowers are thoroughly cleaned. Areas to be cleaned include blowers, fan housings, plenums (except ceiling supply and return plenums), scrolls, blades, or vanes, shafts, baffles, dampers and drive assemblies.

All visible surface contamination deposits shall be removed in accordance with NADCA Standards. Contractor shall:

1. Clean all air handling units (AHU) internal surfaces, components and condensate collectors and drains.
2. Assure that a suitable operative drainage system is in place prior to beginning wash down procedures.
3. Clean all coils and related components, including evaporator fins.

(J) Duct Systems. Contractor shall:

1. Create service openings in the system as necessary in order to accommodate cleaning of otherwise inaccessible areas.
2. Mechanically clean all duct systems to remove all visible contaminants, such that the systems are capable of passing Cleaning Verification Tests (see NADCA Standards).

2.4 Health and Safety

(A)) Safety Standards: Cleaning contractors shall comply with applicable federal, state, and local requirements for protecting the safety of the contractor's employees, building occupants, and the environment. In particular, all applicable standards of the Occupational Safety and Health Administration (OSHA) shall be followed when working in accordance with this specification.

(B) Occupant Safety: No processes or materials shall be employed in such a manner that they will introduce additional hazards into occupied spaces.

(C) Disposal of Debris: All Debris removed from the HVAC System shall be disposed of in accordance with applicable federal, state and local requirements.

2.5 Mechanical Cleaning Methodology

(A)) Source Removal Cleaning Methods: The HVAC system shall be cleaned using Source Removal mechanical cleaning methods designed to extract contaminants from within the HVAC system and safely remove contaminants from the facility. It is the contractor's responsibility to select Source Removal methods that will render the HVAC system Visibly Clean and capable of passing cleaning verification methods (See applicable NADCA Standards) and other specified tests, in accordance with all general requirements. No cleaning method, or combination of methods, shall be used which could potentially damage components of the HVAC system or negatively alter the integrity of the system.

1. All methods used shall incorporate the use of vacuum collection devices that are operated continuously during cleaning. A vacuum device shall be connected to the downstream end of the section being cleaned through a predetermined opening. The vacuum collection device must be of sufficient power to render all areas being cleaned under negative pressure, such that containment of debris and the protection of the indoor environment are assured.
2. All vacuum devices exhausting air inside the building shall be equipped with HEPA filters (minimum efficiency), including hand-held vacuums and wet-vacuums.
3. All vacuum devices exhausting air outside the facility shall be equipped with Particulate Collection including adequate filtration to contain Debris removed from the HVAC system. Such devices shall exhaust in a manner that will not allow contaminants to re-enter the facility. Release of debris outdoors must not violate any outdoor environmental standards, codes or regulations.
4. All methods require mechanical agitation devices to dislodge debris adhered to interior HVAC system surfaces, such that debris may be safely conveyed to vacuum collection devices. Acceptable methods will include those, which will not potentially damage the integrity of the ductwork, nor damage porous surface materials such as liners inside the ductwork or system components.

(B) Methods of Cleaning Fibrous Glass Insulated Components

1. Fibrous glass thermal or acoustical insulation elements present in any equipment or ductwork shall be thoroughly cleaned with HEPA vacuuming equipment, while the HVAC system is under constant negative pressure, and not permitted to get wet in accordance with applicable NADCA and NAIMA standards and recommendations.
2. Cleaning methods used shall not cause damage to fibrous glass components and will render the system capable of passing Cleaning Verification Tests (see NADCA Standards).

(C) Damaged Fibrous Glass Material

1. Evidence of damage: If there is any evidence of damage, deterioration, delaminating, friable material, mold or fungus growth, or moisture such that fibrous glass materials cannot be restored by cleaning or resurfacing with an acceptable insulation repair coating, they shall be identified for replacement.
2. Replacement: When requested or specified, Contractor must be capable of remediating exposed damaged insulation in air handlers and/or ductwork requiring replacement.
3. Replacement material: In the event fiber glass materials must be replaced, all materials shall conform to applicable industry codes and standards, including those of UL and SMACNA.

Replacement of damaged insulation is **not** covered by this specification.

(D) Cleaning of coils

1. Any cleaning method may be used which will render the Coil Visibly Clean and capable of passing Coil Cleaning Verification (see applicable NADCA Standards). Coil drain pans shall be subject to Non-Porous Surfaces Cleaning Verification. The drain for the condensate drain pan shall be operational. Cleaning methods shall not cause any appreciable damage to, displacement of, inhibit heat transfer, or erosion of the coil surface or fins, and shall conform to coil manufacturer recommendations when available. Coils shall be thoroughly rinsed with clean water to remove any latent residues.

(E) Antimicrobial Agents and Coatings

1. EPA registered and FDA approved antimicrobial agents for hospital use shall be applied to prevent fungal growth.
2. Application of any antimicrobial agents used to control the growth of fungal or bacteriological contaminants shall be performed after the removal of surface deposits and debris.
3. When used, antimicrobial treatments and coatings shall be applied in strict accordance with the manufacturer's written recommendations and EPA registration listing.
4. Antimicrobial coatings shall be applied according to the manufacturer's written instructions. Coatings shall be sprayed directly onto interior ductwork surfaces, rather than "fogged" downstream onto surfaces.

2.6 Cleanliness Verification

(A) General: Verification of HVAC System cleanliness will be determined after mechanical cleaning and before the application of any treatment or introduction of any treatment-related substance to the HVAC system, including biocidal agents and coatings.

(B) Visual Inspection: The HVAC system shall be inspected visually to ensure that no visible contaminants are present.

1. If no contaminants are evident through visual inspection, the HVAC system shall be considered clean; however, the **owner** reserves the right to further verify system cleanliness through Surface Comparison Testing or the NADCA vacuum test specified in the NADCA standards.
2. If visible contaminants are evident through visual inspection, those portions of the system where contaminants are visible shall be re-cleaned and subjected to re-inspection for cleanliness.

3. NADCA vacuum test analysis should be performed by a qualified third party experienced in testing of this nature. To be considered clean by the NADCA vacuum test, the net weight of the debris on the sample filter media collected on a non-porous surface shall not exceed 0.75 mg/100 cm².

4. Representative post cleaning surface fungal sampling shall be conducted and results shall be in the range of none to rare fungal structures for the representative samples collected.

5. Representative post cleaning lead wipe samples shall be collected on horizontal interior surfaces and results shall not exceed 40 micrograms of lead per square foot.

6. Each portion of the HVAC system, which does not meet the cleanliness verification test criteria shall be thoroughly re-cleaned and then re-inspected. The process shall be repeated until the system passes the test. Additional inspection and testing will be at the expense of the Contractor.

(C) Verification of Coil Cleaning

1. Cleaning must restore the coil pressure drop to within 10 percent of the pressure drop measured when the coil was first installed. If the original pressure drop is not known, the coil will be considered clean only if the coil is free of foreign matter and chemical residue, based on a thorough visual inspection (see NADCA Standards).

2.7 Pre-existing System Damage

(A) Contractor is not responsible for problems resulting from prior inappropriate or careless cleaning techniques of others.

2.8 Post-project Report (See Attachment 4: Deliverables Schedule)

(A) The Contractor shall provide a report to the **government** indicating the following:

1. Weekly Written Reports on the work completed that include the following:
 - a. Location of Equipment/Ducts
 - b. Any damage found/concerns
 - c. Type of Cleaning performed (regular/Microbial/Lead/Etc.)
 - d. Any special test performed and the results of those test
 - e. Any other concerns (future operation/safety/Etc.)
2. Monthly Written Reports:
 - a. Report should contain information above consolidated for the month of work that was completed.

3. Anything Reports which should include:
 - a. Major equipment malfunctions (Immediately)
 - b. Current/future safety hazard/concerns (Immediately)
 - c. Anything that causes concern (as needed)

*Note: All work must be authorized by the government.

2.9 Applicable Standards and Publications: The following current standards and publications of the issues currently in effect form a part of this specification to the extent indicated by any reference thereto:

(A) International Kitchen Exhaust Cleaning Association (IKECA): Candidates Guide to International Kitchen Exhaust Cleaning Association Certified Exhaust System Inspection (CESI) Examination Program.

(B) National Air Duct Cleaners Association (NADCA): "Assessment, Cleaning & Restoration of HVAC Systems (ACR 2013)," 2013.

(C) National Air Duct Cleaners Association (NADCA): "NADCA General Specifications.

(D) National Air Duct Cleaners Association (NADCA): "Understanding Microbial Contamination in HVAC Systems," 1996.

(E) National Air Duct Cleaners Association (NADCA): "Introduction to HVAC System Cleaning Services," 2004.

(F) National Air Duct Cleaners Association (NADCA): Standard 05 "Requirements for the Installation of Service Openings in HVAC Systems," 2004.

(G) Underwriters' Laboratories (UL): UL Standard 181.

(H) American Society of Heating, Refrigerating and Air Conditioning Engineers (ASHRAE): Standard 62-89, "Ventilation for Acceptable Indoor Air Quality".

(I) Environmental Protection Agency (EPA): "Building Air Quality," December 1991.

(J) Sheet Metal and Air Conditioning Contractors' National Association (SMACNA): "HVAC Duct Construction Standards - Metal and Flexible," 1985.

(K) North American Insulation Manufacturers Association (NAIMA): "Cleaning Fibrous Glass Insulated Air Duct Systems," 1993.

(L) National Fire Protection Association (NFPA) 96: Standard for Ventilation Control and Fire Protection of Commercial Cooking Operations, 2001 Edition.

(M) American Society of Heating, Refrigeration, and Air Conditioning Engineers (ASHRAE), Chapter 30, Kitchen Ventilation.

(N) Occupational Safety & Health Administration (OSHA) Regulations.

PART 6

APPLICABLE PUBLICATIONS

6. APPLICABLE PUBLICATIONS (CURRENT EDITIONS):

The following current standards and publications of the issues currently in effect form a part of this specification to the extent indicated by any reference thereto:

(A) International Kitchen Exhaust Cleaning Association (IKECA): Candidates Guide to International Kitchen Exhaust Cleaning Association Certified Exhaust System Inspection (CESI) Examination Program.

(B) National Air Duct Cleaners Association (NADCA): "Assessment, Cleaning & Restoration of HVAC Systems (ACR 2005)," 2004.

(C) National Air Duct Cleaners Association (NADCA): "NADCA General Specifications.

(D) National Air Duct Cleaners Association (NADCA): "Understanding Microbial Contamination in HVAC Systems," 1996.

(E) National Air Duct Cleaners Association (NADCA): "Introduction to HVAC System Cleaning Services," 2004.

(F) National Air Duct Cleaners Association (NADCA): Standard 05 "Requirements for the Installation of Service Openings in HVAC Systems," 2004.

(G) Underwriters' Laboratories (UL): UL Standard 181.

(H) American Society of Heating, Refrigerating and Air Conditioning Engineers (ASHRAE): Standard 62-89, "Ventilation for Acceptable Indoor Air Quality".

(I) Environmental Protection Agency (EPA): "Building Air Quality," December 1991.

(J) Sheet Metal and Air Conditioning Contractors' National Association (SMACNA): "HVAC Duct Construction Standards - Metal and Flexible," 1985.

(K) North American Insulation Manufacturers Association (NAIMA): "Cleaning Fibrous Glass Insulated Air Duct Systems," 1993.

(L) National Fire Protection Association (NFPA) 96: Standard for Ventilation Control and Fire Protection of Commercial Cooking Operations, 2001 Edition.

(M) American Society of Heating, Refrigeration, and Air Conditioning Engineers (ASHRAE), Chapter 30, Kitchen Ventilation.

SECTION C - CONTRACT CLAUSES

C.1 52.202-1 DEFINITIONS (NOV 2013)

When a solicitation provision or contract clause uses a word or term that is defined in the Federal Acquisition Regulation (FAR), the word or term has the same meaning as the definition in FAR 2.101 in effect at the time the solicitation was issued, unless—

- (a) The solicitation, or amended solicitation, provides a different definition;
- (b) The contracting parties agree to a different definition;
- (c) The part, subpart, or section of the FAR where the provision or clause is prescribed provides a different meaning; or
- (d) The word or term is defined in FAR Part 31, for use in the cost principles and procedures.

(End of Clause)

C.2 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 1 days of contract expiration; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 15 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 Five (5) years.

(End of Clause)

C.3 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 1 days of contract expiration.

(End of Clause)

C.4 52.249-4 TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (SERVICES) (SHORT FORM) (APR 1984)

The Contracting Officer, by written notice, may terminate this contract, in whole or in part, when it is in the Government's interest. If this contract is terminated, the Government shall be liable only for payment under the payment provisions of this contract for services rendered before the effective date of termination.

(End of Clause)

C.5 52.223-12 – Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners. (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) The Contractor shall comply with the applicable requirements of sections 608 and 609 of the Clean Air Act (42 U.S.C. 7671g and 7671h) as each or both apply to this contract.

(c) Unless otherwise specified in the contract, the Contractor shall reduce the use, release, or emissions of high global warming potential hydrofluorocarbons under this contract by—

(1) Transitioning over time to the use of another acceptable alternative in lieu of high global warming potential hydrofluorocarbons in a particular end use for which EPA’s SNAP program has identified other acceptable alternatives that have lower global warming potential.

(2) Preventing and repairing refrigerant leaks through service and maintenance during contract performance;

(3) Implementing recovery, recycling, and responsible disposal programs that avoid release or emissions during equipment service as the equipment reaches the end of its useful life; and

(4) Using reclaimed hydrofluorocarbons, where feasible.

(d) For equipment and appliances that normally each contain 50 or more pounds of hydrofluorocarbons or refrigerant blends containing hydrofluorocarbons, that will be maintained, serviced, repaired, or disposed under this contract, the Contractor shall—

(1) Track on an annual basis, between October 1 and September 30, the amount in pounds of hydrofluorocarbons or refrigerant blends containing hydrofluorocarbons added or taken out of equipment or appliances under this contract by—

(iii) Type of hydrofluorocarbon (e.g., HFC-134a, HFC-125, R-410A, R-404A, etc.);

(iv) Contract number;

(v) Equipment/appliance; and

(2) Report that information to the Contracting Officer for FY16 and to www.sam.gov, for FY17 and after--

(i) No later than November 30 of each year during contract performance; and

(ii) At the end of contract performance.

(e) 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/>.

(End of Clause)

C.6 852.219-10 VA NOTICE OF TOTAL SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS SET-ASIDE (DEC 2009)

(a) Definition. For the Department of Veterans Affairs, "Service-disabled veteran-owned small business concern":

(1) Means a small business concern:

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans (or eligible surviving spouses);

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans (or eligible surviving spouses) or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran;

(iii) The business meets Federal small business size standards for the applicable North American Industry Classification System (NAICS) code identified in the solicitation document; and

(iv) The business has been verified for ownership and control and is so listed in the Vendor Information Pages database, (<http://www.VetBiz.gov>).

(2) "Service-disabled veteran" means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

(b) General. (1) Offers are solicited only from service-disabled veteran-owned small business concerns. Offers received from concerns that are not service-disabled veteran-owned small business concerns shall not be considered.

(2) Any award resulting from this solicitation shall be made to a service-disabled veteran-owned small business concern.

(c) Agreement. A service-disabled veteran-owned small business concern agrees that in the performance of the contract, in the case of a contract for:

(1) Services (except construction), at least 50 percent of the cost of personnel for contract performance will be spent for employees of the concern or employees of other eligible service-disabled veteran-owned small business concerns;

(2) Supplies (other than acquisition from a nonmanufacturer of the supplies), at least 50 percent of the cost of manufacturing, excluding the cost of materials, will be performed by the concern or other eligible service-disabled veteran-owned small business concerns;

(3) General construction, at least 15 percent of the cost of the contract performance incurred for personnel will be spent on the concern's employees or the employees of other eligible service-disabled veteran-owned small business concerns; or

(4) Construction by special trade contractors, at least 25 percent of the cost of the contract performance incurred for personnel will be spent on the concern's employees or the employees of other eligible service-disabled veteran-owned small business concerns.

(d) A joint venture may be considered a service-disabled veteran owned small business concern if—

(1) At least one member of the joint venture is a service-disabled veteran-owned small business concern, and makes the following representations: That it is a service-disabled veteran-owned small business concern, and that it is a small business concern under the North American Industry Classification Systems (NAICS) code assigned to the procurement;

(2) Each other concern is small under the size standard corresponding to the NAICS code assigned to the procurement; and

(3) The joint venture meets the requirements of paragraph 7 of the explanation of Affiliates in 19.101 of the Federal Acquisition Regulation.

(4) The joint venture meets the requirements of 13 CFR 125.15(b).

(e) Any service-disabled veteran-owned small business concern (non-manufacturer) must meet the requirements in 19.102(f) of the Federal Acquisition Regulation to receive a benefit under this program.

(End of Clause)

C.7 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

<http://www.acquisition.gov/far/index.html>

<http://www.va.gov/oal/library/vaar/>

(End of Clause)

<u>FAR</u> <u>Number</u>	<u>Title</u>	<u>Date</u>
52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT ALTERNATE I (OCT 1995)	SEP 2006
52.203-3	GRATUITIES	APR 1984
52.204-14	SERVICE CONTRACT REPORTING REQUIREMENTS	OCT 2016
52.204-10	REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS	OCT 2016
52.204-18	COMMERCIAL AND GOVERNMENT ENTITY CODE MAINTENANCE	JUL 2016
52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED,	OCT 2015

	SUSPENDED, OR PROPOSED FOR DEBARMENT	
52.209-9	UPDATES OF PUBLICLY AVAILABLE INFORMATION REGARDING RESPONSIBILITY MATTERS	JUL 2013
52.219-14	LIMITATIONS ON SUBCONTRACTING	JAN 2017
52.219-27	NOTICE OF SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS SET-ASIDE	NOV 2011
52.219-28	POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION	JUL 2013
52.222-3	CONVICT LABOR	JUN 2003
52.222-21	PROHIBITION OF SEGREGATED FACILITIES	APR 2015
52.222-26	EQUAL OPPORTUNITY	SEP 2016
52.222-35	EQUAL OPPORTUNITY FOR VETERANS	OCT 2015
52.222-36	EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES	JUL 2014
52.222-37	EMPLOYMENT REPORTS ON VETERANS	FEB 2016
52.222-40	NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT	DEC 2010
52.222-41	SERVICE CONTRACT LABOR STANDARDS	MAY 2014
52.222-50	COMBATING TRAFFICKING IN PERSONS	MAR 2015
52.222-54	EMPLOYMENT ELIGIBILITY VERIFICATION	OCT 2015
52.223-11	OZONE-DEPLETING SUBSTANCES AND HIGH GLOBAL WARMING POTENTIAL HYDROFLUOROCARBONS	JUN 2016
52.223-18	ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING	AUG 2011
52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES	JUN 2008
52.232-34	PAYMENT BY ELECTRONIC FUNDS TRANSFER—OTHER THAN SYSTEM FOR AWARD MANAGEMENT	JUL 2013
52.222-59	COMPLIANCE WITH LABOR LAWS (EXECUTIVE ORDER 13673)	DEC 2016
52.222-60	PAYCHECK TRANSPARENCY (EXECUTIVE ORDER 13673)	OCT 2016
52.222-62	PAID SICK LEAVE UNDER EXECUTIVE ORDER 13706	JAN 2017
852.203-70	COMMERCIAL ADVERTISING	JAN 2008
852.211-70	SERVICE DATA MANUAL	NOV 1984
852.232-72	ELECTRONIC SUBMISSION OF PAYMENT REQUESTS	NOV 2012
852.237-70	CONTRACTOR RESPONSIBILITIES	APR 1984
852.246-71	INSPECTION	JAN 2008
852.246-70	GUARANTEE	JAN 2008

SECTION D - CONTRACT DOCUMENTS, EXHIBITS, OR ATTACHMENTS

Attachment # 1: Performance Requirements Summary

Performance Objective	Standard	Performance Threshold	Method of Surveillance
PRS # 1 The contractor shall provide quality maintenance, service and cleaning of HVAC systems and all components.	The contractor is provided the ACR (See Attachment # 2 below) which has all standards/guidance within.	98% Compliance	Random sampling.
PRS # 2 Adherence to schedule	Work performed in accordance with approved schedule.	+/- One (1) Week	Weekly Review of Work Completed
PRS # 3 The contractor shall maintain a professional appearance and display I.D. at all times.	The contractor shall follow the link in Attachment # 3 for the general dress guidelines and see specifics (dress and I.D. requirements) in the PWS (Section 1.6.12 & 1.6.18)	No more than one customer complaint per quarter.	Validated customer complaint received.

Attachment # 2: The ACR

https://www.meyermachine.com/PAGES/PDF/NADCA/ACR_2013.pdf

Or may be download from:

<https://nadca.com/>

Attachment # 3: Dress Code

https://www.va.gov/LMR/MOUs/MOU_AFGE_VHA_Office_of_Procurement_and_AFGE_Dress%20Code.pdf

Attachment # 4: Deliverables Schedule (Pre/Post Award)

Pre-award Deliverables (Included in the Submission of the Offer)				
<u>Deliverable</u>	<u>Frequency</u>	<u># Quantity of Deliverables Items or # Copies</u> (As Appropriate)	<u>Completion Method or Medium/Format</u> (As Appropriate)	<u>Deliver or Submit To</u> (As Appropriate)
Complete and Contractor Signed 1449 (See page #1)	With Offer in answer to this solicitation	1	See Section E.1 for Submission guidelines.	Contracting Officer
Complete filled out price schedule and labor hour estimate (yearly) for different labor categories (See Section B.1 and E.1)				
Quality Control Plan (See Section 1.6.1)				
Resume of Management Position (See Section E.1)				
Tentative Schedule of work to be completed (See Section 1.4)				
Past Performance References (Section E.1)				
<u>Intent</u> to Attend Site Visit (See Section 1.4)	Once by August 25, 2017 at 12:00 P.M. EST.	One Notice	Notify of Intent via Email/Phone Call	See Section 1.4

Post Award Deliverables				
<u>Deliverable</u>	<u>Frequency</u>	<u># Quantity of Deliverables Items or # Copies</u> <i>(As Appropriate)</i>	<u>Completion Method or Medium/Format</u> <i>(As Appropriate)</i>	<u>Deliver or Submit To</u> <i>(As Appropriate)</i>
Finalized and Approved Schedule of Work to be Performed.	10 Days After Contract Award	1	Written/Formal	Administrative Contracting Office for Approval (Same as contact in Section 1.4)
Weekly Report (See PWS – Part 5 – Specific Task – Section 2.08)	Weekly	1	Written/In-formal	Engineering Department – Cincinnati VAMC <i>COR on the Contract (See COR Delegation Letter)</i>
Monthly Report (See PWS – Part 5 – Specific Task – Section 2.08)	<i>Monthly</i>	1	Typed and Emailed/Formal	[Same as above.]
Anything Report (See PWS – Part 5 – Specific Task – Section 2.08)	As Needed	1	Written/In-formal	[Same as above.]
Resumes of contractor personal (See Section E.1)	30 days after Award/New Hire	1	Original resume/scanned and emailed	[Same as above.]

Attachment # 5: DOL Wage Determination Link

Department of Labor Wage Determination Home is located here:

<https://www.wdol.gov/>

Attachment # 6: Security Packet Link

Complete security package located a this link:

https://vaww.va.gov/VHASERVICECENTER/docs/Security_CompletePacket.pdf

SECTION E - SOLICITATION PROVISIONS

E.1 52.212-2 EVALUATION—COMMERCIAL ITEMS (OCT 2014)

(a) The Government will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the Government, price and other factors considered. The following factors shall be used to evaluate offers:

- *The Government intends to issue a contract to one (1) individual offeror whose offer (or quotation) is determined to be lowest-priced technically acceptable (LPTA) in accordance with FAR subpart 13.5. The Government will create an abstract of offers based on all offers received*

which shall be listed in order of precedence according to price, from the lowest price to the highest price offer, to determine which one (1) single offer represents the lowest-price. Once the abstract of offers by price is completed, the Government will review each offer (or quotation) submitted to determine technical acceptability based on evaluation factors that shall be either “technically acceptable” (or “go”) or “technically unacceptable” (or “no-go”). The Government shall utilize the following evaluation factors to determine which one (1) single offer (or quotation) represents the LPTA:

- Price Schedule: Each offeror must fully complete and submit the price schedule that was provided by the government in this solicitation as an **attachment**. The “price schedule” is identified in Section B.1 of this solicitation as the “Price/Cost Schedule”. All data fields within the price schedule must be fully completed by each offeror in order for the Government to determine an offer (or quotation) to be technically acceptable. Furthermore, all data fields completed by the offeror(s) must provide an accurate summation by the base period and option(s) to total amount(s) to be technically acceptable.
 - The Government intends to issue a Contract without entering into discussions. However, the Government reserves the right to enter into discussions, if necessary, to validate the price reasonableness of any and all offers in order to determine which offer (or quotation) is the lowest-priced technically acceptable offer (or quotation).
 - The Government shall review each offer (or quotation) to determine if this evaluation factor is “technically acceptable” (or “go”) or “technically unacceptable” (or “no-go”). If any aspect of an offer (or quotation) is determined to be technically unacceptable” (or “no-go”) for this evaluation factor, then the Government reserves the right to exclude any such offeror from consideration for issuance of a contract for this requirement.
 - Any document identified as an **“attachment”** herein shall be considered to be supporting documentation and, therefore, shall neither be restricted in pages nor counted against any page limitation specified herein.
- Management, Staffing, Equipment and Contingency Plan: Each offeror must submit a consolidated management, staffing, equipment and contingency plan which shall not exceed fifteen (15) pages in length (**excluding attachments**) in 11-point Times New Roman font which shall incorporate the following:
 - Management:
 - Briefly explain the management plan for the proposed effort.
 - Specifically explain how your company will comply with the NADCA Guidelines located in Attachment # 2 – The ACR, which will be required for all work under the contract once an award is made.
 - Submit as an **attachment (With the Quote)** the resume of the anticipated project lead that shall demonstrate that this individual has at least four (4) years of relevant experience to perform the proposed effort. The project lead, or other appropriate title designated for this leadership position, shall be the one (1) individual responsible for oversight and performance necessary to perform all work described in this solicitation.
 - Please enter the appropriate Wage Determination for this position (in compliance with the Department of Labor’s Wage Determination – See Attachment # 5 – DOL Wage Determination Link) and expected hours to be worked for each year.
 - Staffing:
 - Briefly explain the staffing plan for the proposed effort to include anticipated number of personnel and their expected qualifications.

- Briefly explain all relevant licenses and certifications that staff members will be required to have to perform the proposed effort.
 - The resumes of all employees to perform under the contract, showing at least two (2) years of relevant experience working with HVAC systems, **will be required 30 days after award.**
 - Please enter the appropriate Wage Determination for these positions (in compliance with the Department of Labor's Wage Determination – See Attachment # 5 – DOL Wage Determination Link) and expected hours to be worked for each year and for each labor category.
- Equipment:
- Briefly explain what specific equipment will be utilized to support the proposed effort and how will this equipment be maintained and deployed to support the proposed effort.
 - Submit as an **attachment** the list of all equipment that shall be utilized for performance of the services specified in this solicitation. This list shall include (but is not limited to) the specific type of vehicle(s), communication equipment (i.e. cell phone, pagers, radios, etc.), vehicle certifications (copy of compliance certifications federal and state as appropriate), equipment licenses, and any other certifications required to perform the proposed effort.
- Quality Assurance Plan (QAP): All offerors must submit a QAP that shall not exceed fifteen (15) pages in length in 11-point Times New Roman font which must incorporate the following:
- Submit as an attachment the contractor Quality Assurance Plan (QAP) that your company intends to utilize to oversee performance of this service if awarded a contract based on the terms and conditions specified in this solicitation. The QAP shall incorporate in writing oversight methodology that is in accordance with standard industry practices and that addresses all QAP elements identified in the PWS to include the performance requirements summary and all other relevant elements of this solicitation as appropriate.
 - The Government shall review each offer (or quotation) to determine if this evaluation factor is “technically acceptable” (or “go”) or “technically unacceptable” (or “no-go”). If any aspect of an offer (or quotation) is determined to be technically unacceptable” (or “no-go”) for this evaluation factor, then the Government reserves the right to exclude any such offeror from consideration for issuance of a purchase order for this requirement.

- Submission Requirements:
 - *Offeror quotations shall be sent electronically by email to Luke.turner@va.gov not later than the quotation due date listed on FBO. Offeror quotations must not exceed 5-MB in total size and shall be submitted in Adobe PDF (Non-Fillable) format in order to be considered responsive to this solicitation for consideration for award by the government.*
 - *Offerors shall include one (1) signed copy of the most currently released version of the SF1449 and one (1) signed copy of each SF30 amendment issued on FBO.*
 - *The government will not accept any offer submitted by any other means other than by those means specified herein to be considered responsive to this solicitation for consideration for award by the government.*

Technical and past performance, when combined, have no relative importance compared to the price given the Government intends to issue a contract to one (1) single offeror whose offer (or quotation) is determined to be lowest-priced technically acceptable (LPTA) as specified herein.

(b) *Options.* The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. The Government may determine that an offer is unacceptable if the option prices are significantly unbalanced. Evaluation of options shall not obligate the Government to exercise the option(s).

(c) A written notice of award or acceptance of an offer, mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer, shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.

(End of Provision)

E.2 VAAR 852.252-70 SOLICITATION PROVISIONS OR CLAUSES INCORPORATED BY REFERENCE (JAN 2008)

The following provisions or clauses incorporated by reference in this solicitation must be completed by the offeror or prospective contractor and submitted with the quotation or offer. Copies of these provisions or clauses are available on the Internet at the Web sites provided in the provision at FAR 52.252-1, Solicitation Provisions Incorporated by Reference, or the clause at FAR 52.252-2, Clauses Incorporated by Reference. Copies may also be obtained from the contracting officer.

[Contracting officer shall list all FAR and 48 CFR Chapter 8 (VAAR) provisions and clauses incorporated by reference that must be completed by the offeror or prospective contractor and submitted with the quotation or offer.]

ADDENDUM to FAR 52.212-1 INSTRUCTIONS TO OFFERORS—COMMERCIAL ITEMS

Provisions that are incorporated by reference (by Citation Number, Title, and Date), have the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available.

The following provisions are incorporated into 52.212-1 as an addendum to this solicitation:

<u>FAR</u> <u>Number</u>	<u>Title</u>	<u>Date</u>
52.204-16	COMMERCIAL AND GOVERNMENT ENTITY CODE REPORTING	JUL 2016
52.212-1	INSTRUCTIONS TO OFFERORS—COMMERCIAL ITEMS	(JAN 2017)
<u>VAAR</u> <u>Number</u>	<u>Title</u>	<u>Date</u>
852.273-70	LATE OFFERS	JAN 2003
852.271-70	NONDISCRIMINATION IN SERVICES PROVIDED TO BENEFICIARIES	JAN 2008
852.270-1	REPRESENTATIVES OF CONTRACTING OFFICERS	JAN 2008
	(End of Provision)	
852.233-71	ALTERNATE PROTEST PROCEDURE	JAN 1998
852.233-70	PROTEST CONTENT/ALTERNATIVE DISPUTE RESOLUTION	JAN 2008