

SECTION B - CONTINUATION OF SF 1449 BLOCKS

B.1 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 36C261
 Department of Veterans Affairs
 VA Sierra Pacific Network (VISN 21)
 VA Northern California HealthCare System
 150 Muir Road
 Martinez CA 94553-4668

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 ☒ Upon Government Acceptance

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

STATEMENT OF WORK

1. SUMMARY:

- a. The Domestic Water Pressure Booster System located at 3801 Miranda Ave, Palo Alto CA 94304 Building 100 is failing and in need of replacement.

2. PURPOSE:

- a. To solicit Contractor/Vendor with the procurement of a new preassembled skid mounted Water Pressure Booster System and all associated hardware.

3. EXISTING EQUIPMENT:

a. Pump System

- | | |
|-------------|---|
| 1. 460 Volt | 4. 50 HP |
| 2. 3 Phase | 5. 150°F Maximum Operating Liquid Temperature |
| 3. 60 HZ | 6. 150 PSIG Maximum Operating Liquid Pressure |

b. Pumps 1 and 2 Rated

- | | |
|------------------------|--------------------------------------|
| 1. 20 HP | 9. 47.2/23.6 Full Load Amps |
| 2. 3 Phase | 10. 58.0/29.0 Service Factor Amps |
| 3. 60 HZ | 11. Class F Insulation |
| 4. 3545 RPM | 12. 40°C Max Ambient Temp |
| 5. 256JM Frame | 13. UTI4 TE Enclosure |
| 6. 230/460 Volts | 14. 6310 Drive End Bearings |
| 7. 1.25 Service Factor | 15. 6207 Opposite Drive End Bearings |
| 8. Code J LRA | |

c. Pump 3 Rated

- | | |
|------------------------|--------------------------------------|
| 1. 10 HP | 9. 27.6-24.4/12.2 Full Load Amps |
| 2. 3 Phase | 10. 33.4/16.7 Service Factor Amps |
| 3. 60 HZ | 11. Class F Insulation |
| 4. 3500 RPM | 12. 40°C Max Ambient Temp |
| 5. 215JM Frame | 13. UT4 TE Enclosure |
| 6. 208-230/460 Volts | 14. 6309 Drive End Bearings |
| 7. 1.25 Service Factor | 15. 6206 Opposite Drive End Bearings |
| 8. Code G LRA | |

4. EQUIPMENT REQUIREMENTS:

- a. See 22 11 23 Domestic Water Pumps for specifications.

5. SUMMARY OF TASKS:

- a. Contractor is responsible for the purchase of a new Water Pressure Booster System and all associated hardware and equipment. (see 22 11 23).
- b. Contractor is responsible for the transportation and disposal off site of the replaced Water Pressure Booster System. (see 49 CFR 173).

6. PROCEDURES:

- a. Per Title 49 Code of Federal Regulations 173 the Contractor shall provide a Hazardous Material (HAZMAT) plan including methods of procedures for the transportation and a certificate of disposal for all items and materials replaced on the project.

7. SECURITY:

- a. Per Health Care Memorandum No. 07-15-14 and 07-15-14 (Attachment A) the Contractor and employees will be escorted by the Program Manager to Police Dispatch for issuance of temporary identification (ID) badges. The Contractor and associated instructors must visually wear and maintain the issued ID at all times while on VA property.
- b. Per Health Care Memorandum No. 07-15-14 the Contractor and employees will provide Police Services one form of Federal or State issued photo ID and documentation verifying the company to which they represent prior to issue.

8. HOURS OF OPERATIONS:

- a. The Contractor is required to conduct delivery of equipment during normal business hours of 8:00 am to 4:30 pm Monday through Friday.
 1. Deviation from these times requires approval of the Contracting Officer Representative.
- b. The Contractor has ninety (90) days to complete this contract on the effective date. The effective date of the contract shall begin thirty (30) days after award of the contract or after notice to proceed is issued, whichever is soonest.

- c. The equipment shall be delivered at the VA Palo Alto Division located at 3801 Miranda Ave, Palo Alto, CA 94304, Building 50.

9. GOVERNMENT PROPERTY, FACILITIES, EQUIPMENT AND OTHER SERVICES:

Per VA Master Specifications Division 01 00 00 the Contractor will adhere to the following:

- a. The VA Police are Federal Police Officers with full authority to make arrests, investigate crime, and to issue citations. Citations issued for driving, parking violations or other offenses may require an appearance in the Federal District Court and/or payment of a fine.
 - 1. For the safety of patients, speed limits and other driving and parking codes will be strictly enforced. The speed limit on VA roads is 15 MPH under ideal conditions. In parking lots, the speed limit is 5 MPH.
- b. The Contractor is to coordinate access to locked areas with the Program Manager.
- c. Government Furnished Equipment (CFE) will not be provided by the VA for any equipment or materials to be used in this contract unless specified by the COR.

10. CONTRACTOR FURNISHED EQUIPMENT (CFE) AND REPSONSIBILITIES:

- a. The Contractor shall furnish materials, supplies, and equipment necessary to meet the requirements under this Statement of Work.
- b. The VA will not provide phones to the Contractor. However, the Contractor may use the VA telephone lines to contact the Program Manager, the Engineering Service office, or when authorized by the Program Manager, to call their office concerning contract matters. Telephone calls for the Contractor will not be accepted by the VA.
- c. The Contractor shall remove any waste and debris created in executing the contract and shall dispose the waste outside of the VA campus.

11. DEFINITIONS:

- a. 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.
- b. Sub-Contractor: One that enters into a contract with a prime contractor. The Government does not have "privity of contract" with the subcontractor.
- c. Contracting Officer: The person with the 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.
- d. Program Manager: The Program Manager is not authorized to change any of the terms and conditions of the resulting order.

The Program Manager will be authorized to perform the following functions:

- 1. Maintain written and oral communications with the Contractor concerning technical aspects of the contract.
- 2. Issue written interpretations of technical requirements, including Government drawings, designs and specifications.
- 3. Communicate with the Contracting Officer and the Contractor of any deficiencies.
- 4. Coordinate availability of government furnished property.
- 5. Provide site entry of Contractor personnel.
- 6. Monitor and inspect Contractor's performance
- e. Deliverable: Anything that can be physically delivered, but may include non-manufactured things such as meeting minutes or reports.
- f. Key Personnel: Those individuals identified to be important to the Contractor's performance.
- g. Physical Security: Actions that prevent the loss or damage of Government property.
- h. Quality Assurance: The government procedures to verify that services being performed by the Contractor are performed according to acceptable standards.
- i. Quality Assurance Surveillance Plan: An organized written document specifying the surveillance methodology to be used for surveillance of contractor performance.
- j. Quality Control Plan: The Contractor's plan to ensure the necessary measures are taken to meet the terms and conditions of the contract.
- k. Periodic Surveillance: This method is used to evaluate on a periodic basis such as monthly, quarterly or semi-annually.
- l. 100 % Inspection: This method will be used for tasks that occur infrequently. The COR or designated representative will inspect and evaluate performance.
- m. Work Day: The number of hours per day the Contractor provides services in accordance with the contract.
- n. Work Week: Monday through Friday, unless specified otherwise.

12. REFERENCES:

The Contractor shall abide by the applicable regulations, publications, manuals and local policies and procedures as set forth in the Terms and Conditions of this contract. When the standards differ, the more restrictive standard shall apply.

- a. California Administrative Code
 - 1. Title 24 California Code of Regulations
- b. Code of Federal Regulations (CFR)
 - 1. Title 29, 1910 General Industry
 - 2. Title 29, 1926 Construction
 - 3. Title 38, 1.218 Security and Law Enforcement at VA Facilities
 - 4. Title 49, 173 Transportation
- c. Health Care System (HCS) Memorandum
 - 1. 07-15-14 Issuance of Temporary Identification Badges

- 2. 138-13-24 Key Control and Distribution
- 3. SAFE-12-02 Personal Protective Equipment
- 4. SAFE-12-04 Life Safety Management Program
- 5. SAFE-13-23 Interim Life Safety Measures
- d. National Fire Protection Association (NFPA)
 - 1. NFPA 70 National Electrical Code
 - 2. NFPA 70E Standard for Electrical Safety in the Workplace
 - 3. NFPA 99 Health Care Facilities Code
 - 4. NFPA 101 Life Safety Code
- e. Veterans Affairs Master Specifications Division (MSD) (PG-18-1)
 - 1. 00 72 00 General Conditions
 - 2. 01 00 00 General Requirements

END OF STATEMENT OF WORK

DOMESTIC WATER PUMP SPECIFICATIONS - - -

Part 1 – General

- 1.1. Description
- 1.2. Domestic water pressure booster system.
- 1.3. A complete listing of all acronyms and abbreviations are included in Section 22 05 11, COMMON WORK RESULTS FOR PLUMBING.
- 1.4. Related Work
 - A. Section 01 00 00, GENERAL REQUIREMENTS
 - B. Section 01 33 23, SHOP DRAWINGS, PRODUCT DATA, AND SAMPLES
 - C. Section 01 81 13, SUSTAINABLE CONSTRUCTION REQUIREMENTS
 - D. Section 01 91 00, GENERAL COMMISSIONING REQUIREMENTS
 - E. Section 22 05 11, COMMON WORK RESULTS FOR PLUMBING
 - F. Section 22 05 12, GENERAL MOTOR REQUIREMENTS FOR PLUMBING EQUIPMENT
 - G. Section 22 08 00, COMMISSIONING OF PLUMBING SYSTEMS: Requirements for commissioning, systems readiness checklist, and training
 - H. Section 26 29 11, MOTOR CONTROLLERS
- 1.5. Applicable Publications
 - A. The publications listed below form a part of this specification to the extent referenced. The publications are referenced in the text by the basic designation only.
 - B. American Society of Mechanical Engineers (ASME)
 - 1. ASME Boiler and Pressure Code
 - a. BPVC Section VIII-1-2015, Rules for Construction of Pressure Vessels, Division 1
 - b. BPVC Section VIII-2-2015, Rules for Construction of Pressure Vessels, Division 2-Alternative Rules
 - C. American Society for Testing and Materials (ASTM)
 - 1. A48/A48M-2003 (R2012), Standard Specification for Gray Iron Castings
 - 2. B584-2014, Standard Specification for Copper Alloy Sand Castings for General Applications
 - D. International Code Council (ICC)
 - 1. IPC-2012, International Plumbing Code
 - E. National Electrical Manufacturers Association (NEMA)
 - 1. ICS 6-1993 (R2001, R2006), Industrial Control and Systems: Enclosures
 - 2. 250-2014, Enclosures for Electrical Equipment (1000 Volts Maximum)
 - F. NSF International (NSF)
 - 1. 61-2014a, Drinking Water System Components – Health Effects
 - 2. 372-2011, Drinking Water System Components – Lead Content
 - G. Underwriters' Laboratories, Inc. (UL)
 - 1. 508-1999 (R2013), Standards for Industrial Control Equipment
 - 2. 778-2010 (R2014), Standard for Motor-Operated Water Pumps
- 1.6. Submittals
 - A. Submittals, including number of required copies, shall be submitted in accordance with Section 01 33 23, SHOP DRAWINGS, PRODUCT DATA, AND SAMPLES.

- B. Information and material submitted under this section shall be marked "SUBMITTED UNDER SECTION 22 11 23, DOMESTIC WATER PUMPS", with applicable paragraph identification.
 - C. Manufacturer's Literature and Data including: Full item description and optional features and accessories. Include dimensions, weights, materials, applications, standard compliance, model numbers, size, and capacity.
 - 1. Pump
 - a. Manufacturer and model
 - b. Operating speed
 - c. Characteristic performance curves
 - 2. Motor
 - a. Manufacturer, frame and type
 - b. Speed
 - c. Current Characteristics
 - d. Efficiency
 - 3. Tank
 - a. Manufacturer and model
 - b. Capacity
 - 4. Drive: Information in accordance with Section 26 29 11, MOTOR CONTROLLERS
 - D. Certificate of shop test for domestic water booster system. Provide certified performance curves.
 - E. Certified copies of all the factory and construction site test data sheets and reports.
 - F. Complete operating and maintenance manuals including wiring diagrams, technical data sheets, information for ordering replacement parts, and troubleshooting guide.
 - 1. Include complete list indicating all components of the systems.
 - 2. Include complete diagrams of the internal wiring for each item of equipment.
 - 3. Diagrams shall have their terminals identified to facilitate installation, operation and maintenance.
 - G. Submit training plans and instructor qualifications in accordance with the requirements of Section 22 08 00, COMMISSIONING OF PLUMBING SYSTEMS.
- 1.7. Quality Assurance
- A. General
 - 1. UL Compliance: Comply with UL 778 for motor-operated water pumps.
 - 2. Design Criteria
 - a. UL Compliance: Comply with UL 778 for motor-operated water pumps.
 - b. Head-capacity curves shall slope up to maximum head at shut-off. Select pumps near the midrange of the curve, and near the point of maximum efficiency, without approaching the pump curve end point and possible cavitation and unstable operation. Select pumps for open systems so that required net positive suction head (NPSHR) does not exceed the net positive head available (NPSHA).
 - c. Pump Driver: Furnish with pump. Size shall be non-overloading at any point on the head-capacity curve, including in a parallel or series pumping installation with one pump in operation.
 - d. Provide all pumps with motors, impellers, drive assemblies, bearings, coupling guard and other accessories specified. Statically and dynamically balance all rotating parts.
 - e. Furnish each pump and motor with a nameplate giving the manufacturers name, serial number of pump, capacity in GPM and head in feet at design condition, horsepower, voltage, frequency, speed and full load current and motor efficiency.
 - f. Test all pumps before shipment. The manufacturer shall certify all pump ratings.
 - g. After completion of balancing, provide replacement of impellers or trim impellers to provide specified flow at actual pumping head, as installed.
 - B. Domestic Water Pressure Booster System
 - 1. Components shall be furnished by a single manufacturer and the system shall be the standard cataloged product of the manufacturer.
 - 2. Shop Test: Water booster unit and its component parts shall undergo a thorough electric and hydraulic operating test prior to shipment. Tests shall include a system operating flow test from zero to 100 percent of design flow rate under specified suction and system pressure conditions. Certified performance curves shall be furnished.
 - C. Bio-Based Materials: For products designated by the USDA's Bio-Preferred Program, provide products that meet or exceed USDA recommendations for bio-based content, so long as products meet all performance requirements in this specifications section. For more information regarding the product categories covered by the Bio-Preferred Program, visit <http://www.biopreferred.gov>.
- 1.8. As Built Documentation
- A. Submit manufacturer's literature and data updated to include submittal review comments and any equipment substitutions.
 - B. Submit operation and maintenance data updated to include submittal review comments, substitutions and construction revisions shall be in electronic version on compact disc or DVD and inserted into a three ring binder. All aspects of system operation and maintenance procedures, including piping isometrics, wiring diagrams of all circuits, a written description of system design, control logic, and sequence of operation shall be included in the operation and maintenance manual. The operations and maintenance manual shall include troubleshooting techniques and procedures for emergency situations. Notes on all special systems or devices such as damper and door closure interlocks shall be included. A List of recommended spare parts (manufacturer, model number, and quantity) shall be furnished. Information explaining any special knowledge or tools the owner will be required to employ shall be inserted into the As-Built documentation.

- C. The installing contractor shall maintain as-built drawings of each completed phase for verification; and, shall provide the complete set at the time of final systems certification testing. As-built drawings are to be provided, and a copy of them in Auto-CAD provided on compact disk or DVD. Should the installing contractor engage the testing company to provide as-built or any portion thereof, it shall not be deemed a conflict of interest or breach of the 'third party testing company' requirement.
- D. Certification documentation shall be provided to COR 10 working days prior to submitting the request for final inspection. The documentation shall include all test results, the names of individuals performing work for the testing agency on this project, detailed procedures followed for all tests, and certification that all results of tests were within limits specified.

Part 2 – Products

2.1. Domestic Water Pressure Booster System

- 2.2. Material or equipment containing a weighted average of greater than 0.25 percent lead shall be prohibited in any potable water system intended for human consumption, and shall be certified in accordance with NSF 61 or NSF 372.
- 2.3. General: Provide a factory prefabricated, prewired and pretested multi-stage pumping system including variable speed drive motors, pressure regulating valves with integral check valves, pressure transducers, vibration pads, emergency switches, duplex flow switches, power and control panels, suction and discharge manifolds, butterfly isolation valves, ball drain valves, bypass loops with appropriate valves and check valves, low pressure cut-off switches, hydropneumatic tanks and accessories. All components shall be furnished by a single manufacturer and the system shall be the standard cataloged product of the manufacturer. All components shall be factory installed on a common structural steel skid and shall be completely tested in the factory before shipment. Manufacturer shall assume "unit responsibility" to ensure that all components effectively interface to execute the operation of the designed system.

2.4. System Operation and Configuration

- A. The booster system shall be factory assembled on a steel skid including pumps, motors, valves, (SCH40 steel hot-dip galvanized after fabrication) (type "L" copper) (SCH10 300 series stainless steel) suction and discharge manifolds, and all interconnecting piping, wiring and controls. Manifold connections will be (grooved) (flanged) at one end. Branch piping and tank piping (if applicable) shall be the same material as the suction and discharge manifolds. Provide isolation valves on the suction and discharge of each pump. The valves shall be (full-port ball valves) (lug style butterfly valves). Provide a thermal purge valve on the discharge of each pump. Provide two 4 1/2" ASME grade A, panel mounted gauges for indicating system suction and system discharge pressure. All skid mounted components shall be factory finished in a high-quality enamel paint. Individual pumps, motors and pressure regulating or check valves may be serviced with the booster system in operation and all components shall be suitable for the maximum working pressure and temperature in the system.
- B. System pumps shall include three multi-stage vertical centrifugal pumps with ANSI flanged connections. The pump suction/discharge chamber, motor stool and pump shaft coupling shall be constructed of cast iron. The impellers, pump shaft, diffuser chambers, outer discharge sleeve and impeller seal rings or seal ring retainers shall be constructed of stainless steel. Intermediate and lower shaft bearings shall be bronze or tungsten carbide and ceramic. Pumps shall be equipped with a mechanical seal assembly with tungsten carbide seal faces mounted in stainless steel seal components. The pump motor shall be NEMA C face design mounted directly to the top of the pump. Pump No. 1, Pump No. 2 and Pump No. 3 shall be rated 227 GPM at 150 ft head.
- C. Pump motors shall be 460 volt, 3 phase, 60 Hz totally enclosed fan cooled and manufactured in accordance with NEMA standards. Pump No. 1, Pump No. 2 and Pump No. 3 shall be 15 HP, 3500 RPM. Motors shall be selected so that they do not exceed nameplate HP rating throughout the programmed sequence of pump operation.
- D. System valves, each pump discharge shall have a wafer style silent non-slam check valve with cast iron body and sized for a maximum loss of 3 PSI at design flow and be suitable for the maximum working pressure of the system.
- E. Provide a hydro-pneumatic tank with a carbon steel shell and a replaceable F.D.A. approved heavy duty bladder to separate the air and water. No water shall come in contact with the metal walls of the tank. Features shall include an air fill valve and bottom system connection suitable for 100% drawdown. The tank must be suitable for a maximum working pressure of 150 PSIG with a volume of 125 to 132 gallons. The tank must be suitable for a maximum working pressure of 150 PSIG with a volume of 125 to 132 gallons.
- F. Provide and mount on the system skid three variable frequency drives of the PWM design suitable for variable torque applications using any standard NEMA Design B squirrel cage induction motor. Variable frequency drives shall be sized for the maximum possible amp draw throughout the programmed sequence of pump operation.
- G. Pulse width modulated, starts into a rotating load. Keypad operator device including the following: two line backlit LCD display, power on and alarm/fault displays, in auto the drive follows signal from logic section of control panel, hand/off/auto switch and manual speed adjustment, auto drive shutdown for electrical fault, automatic restart after power fails shutdown. Operational data displays include: drive speed (HZ), motor power energy (kWh), current, elapsed time, RPM, motor voltage, complete service diagnostics with fault history log. The efficiency at full load and full speed will be 97% with a fundamental power factor of .98.
- H. Provide one pressure sensor/transmitter that provides a 4 to 20 mA DC output, compatible with the system controls, temperature and pressure requirements. Pressure sensor/transmitter shall have zero, span and damping devices. The transmitter shall be installed on the system discharge header and factory wired to the control panel.
- I. The lead pump shall run only as necessary to maintain system pressure and will be controlled automatically by means of a pressure sensor/transmitter and programmable logic controller (PLC) programmed to prevent short cycling. If the lead

pump is unable to maintain system pressure the lag pump(s) will be called on after a time delay and will operate in parallel with the lead pump in accordance with the PLC program. When one pump can handle the system demand the controls will shut down the lag pump(s). When a low or no flow condition is reached, the controls will accelerate the lead pump to charge the system and hydro-pneumatic tank then shut the lead pump down and alternate.

- J. Provide, mount and wire on the skid a programmable logic controller in an enclosure to interface the signal from the pressure sensor to the VFD's and provide a stabilized response to speed up or slow down the pump or add the lag pump(s) to meet system requirements. The controller shall provide setpoint adjustment, timer adjustment, PID functions and both system and controller self-diagnostics via a 2 line 20 character display with keypad (5.7" STN touchscreen display). All user interface setpoints are easily accessible via the password protected display screen. Normal system operation is tuned to eliminate hunting. Controller shall have one RS 485 Communication port, real time calendar/clock and EEPROM memory transfer cartridge.
- K. Each system shall include a UL listed enclosed industrial control panel in a NEMA 1 (NEMA 12, 3R) enclosure, factory mounted and wired on the steel skid. The panel shall be furnished with individual pump disconnects with through the door handles, pump run lights, H-O-A selector switches and 115 volt fused control transformer.
- L. UL listed enclosed industrial control panel; individual fused disconnects with external handle; programmable logic controller (PLC); pump running lights; H/O/A selector switches; 115 volt fused control circuit transformer; pump minimum run timers; mounted and wired on skid; pump operating and sequence controls; control power (on-off) switch and light; low suction pressure shutdown circuit with auto reset and light; high suction pressure shutdown circuit with auto reset, delay timer and light; high suction pressure shutdown circuit with manual reset and light; audible alarm with silence push button; auto alternate (3) equal pumps; 24 hour time clock – alternate (2) equal pumps' 7 day time clock for continuous system operation; flow switch to limit lead pump on-off cycling; elapsed time meters; auxiliary relay contacts; key lockable enclosure.
- M. The booster system shall be hydrostatically tested and shall undergo a complete electric and hydraulic test from 0 to 100% design flow at the factory. All control devices including transmitters and all safety features shall be factory calibrated and tested. The owner's representative may witness the test.
- N. The booster system shall be warranted in writing against defects in materials or workmanship under normal use and service for a period of one year after date of original operation but not more than 18 months from date of shipment from the Company's factory when installed and used in accordance with good standard practice.

Part 3 – Execution

3.1. Startup and Testing

- A. Make tests as recommended by product manufacturer and listed standards and under actual or simulated operating conditions and prove full compliance with design and specified requirements. Tests of the various items of equipment shall be performed simultaneously with the system of which each item is an integral part.
- B. System Test: After installation is completed provide an operational test of the completed system including flow rates, pressure compliance, alarms and all control functions.
- C. When any defects are detected, correct defects and repeat test at no additional cost or time to the Government.
- D. A VA Engineering Representative will observe startup and contractor testing of selected equipment. Coordinate the startup and contractor testing schedules with the COR and VA Engineering Representative. Contractor shall provide a minimum of 10 working days prior to startup and testing.

3.2. Commissioning

- A. Provide commissioning documentation in accordance with the requirements of Section 22 08 00, COMMISSIONING OF PLUMBING SYSTEMS.
- B. Components provided under this section of the specification will be tested as part of a larger system.

3.3. Demonstration and Training

- A. Provide services of manufacturer's technical representative for four hours to instruct VA Personnel in operation and maintenance of the system.
- B. Submit training plans and instructor qualifications in accordance with the requirements of Section 22 08 00, COMMISSIONING OF PLUMBING SYSTEMS.

- - - E N D O F S P E C I F I C A T I O N S - - -

B.2 PRICE/COST SCHEDULE

ITEM INFORMATION

ITEM NO.	DESCRIPTION OF SUPPLIES/SERVICES	QTY	UNIT	UNIT PRICE	AMOUNT
0001	CUSTOM DESIGNED Domestic Water Booster Pump System. For VA Palo Alto Main Medical Facility. The new Pump MUST fit inside the door. See SOW, Specifications, Photos, and attachments for details.	1.00	EA		
0002	Removal and Disposal of old Booster Pump System	1.00	JB		
				GRAND TOTAL	

B.3 DELIVERY SCHEDULE

DELIVERY ADDRESS		QTY	DELIVERY DATE
Item 1	SHIP TO: Dept. of Veterans Affairs VA Palo Alto Health Care System 3801 Miranda Ave. Palo Alto, CA 94304	1.00	FOB Destination 90 Days ARO

SECTION C - CONTRACT CLAUSES

C.1 52.212-4 CONTRACT TERMS AND CONDITIONS—COMMERCIAL ITEMS (JAN 2017)

(a) *Inspection/Acceptance.* The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. If repair/replacement or reperformance will not correct the defects or is not possible, the Government may seek an equitable price reduction or adequate consideration for acceptance of nonconforming supplies or services. The Government must exercise its post-acceptance rights—

- (1) Within a reasonable time after the defect was discovered or should have been discovered; and
- (2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(b) *Assignment.* The Contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C. 3727). However, when a third party makes payment (e.g., use of the Governmentwide commercial purchase card), the Contractor may not assign its rights to receive payment under this contract.

(c) *Changes.* Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

(d) *Disputes.* This contract is subject to 41 U.S.C. chapter 71, Contract Disputes. Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR 52.233-1, Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(e) *Definitions.* The clause at FAR 52.202-1, Definitions, is incorporated herein by reference.

(f) *Excusable delays.* The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(g) *Invoice.*

(1) The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized) to the address designated in the contract to receive invoices. An invoice must include—

- (i) Name and address of the Contractor;
- (ii) Invoice date and number;
- (iii) Contract number, line item number and, if applicable, the order number;
- (iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;
- (v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;
- (vi) Terms of any discount for prompt payment offered;
- (vii) Name and address of official to whom payment is to be sent;
- (viii) Name, title, and phone number of person to notify in event of defective invoice; and
- (ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.
- (x) Electronic funds transfer (EFT) banking information.

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

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

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

(2) Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR part 1315.

(h) *Patent indemnity.* The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

(i) Payment.—

(1) *Items accepted.* Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract.

(2) *Prompt payment.* The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and prompt payment regulations at 5 CFR part 1315.

(3) *Electronic Funds Transfer (EFT)*. If the Government makes payment by EFT, see 52.212-5(b) for the appropriate EFT clause.

(4) *Discount*. In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

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

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

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

(B) Affected contract number and delivery order number, if applicable;

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

(D) Contractor point of contact.

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

(6) *Interest*.

(i) All amounts that become payable by the Contractor to the Government under this contract shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury as provided in 41 U.S.C. 7109, which is applicable to the period in which the amount becomes due, as provided in (i)(6)(v) of this clause, and then at the rate applicable for each six-month period as fixed by the Secretary until the amount is paid.

(ii) The Government may issue a demand for payment to the Contractor upon finding a debt is due under the contract.

(iii) *Final decisions*. The Contracting Officer will issue a final decision as required by 33.211 if—

(A) The Contracting Officer and the Contractor are unable to reach agreement on the existence or amount of a debt within 30 days;

(B) The Contractor fails to liquidate a debt previously demanded by the Contracting Officer within the timeline specified in the demand for payment unless the amounts were not repaid because the Contractor has requested an installment payment agreement; or

(C) The Contractor requests a deferment of collection on a debt previously demanded by the Contracting Officer (see 32.607-2).

(iv) If a demand for payment was previously issued for the debt, the demand for payment included in the final decision shall identify the same due date as the original demand for payment.

(v) Amounts shall be due at the earliest of the following dates:

(A) The date fixed under this contract.

(B) The date of the first written demand for payment, including any demand for payment resulting from a default termination.

(vi) The interest charge shall be computed for the actual number of calendar days involved beginning on the due date and ending on—

(A) The date on which the designated office receives payment from the Contractor;

(B) The date of issuance of a Government check to the Contractor from which an amount otherwise payable has been withheld as a credit against the contract debt; or

(C) The date on which an amount withheld and applied to the contract debt would otherwise have become payable to the Contractor.

(vii) The interest charge made under this clause may be reduced under the procedures prescribed in 32.608-2 of the Federal Acquisition Regulation in effect on the date of this contract.

(j) *Risk of loss.* Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:

(1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or

(2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.

(k) *Taxes.* The contract price includes all applicable Federal, State, and local taxes and duties.

(l) *Termination for the Government's convenience.* The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

(m) *Termination for cause.* The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(n) *Title*. Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.

(o) *Warranty*. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(p) *Limitation of liability*. Except as otherwise provided by an express warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.

(q) *Other compliances*. The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.

(r) *Compliance with laws unique to Government contracts*. The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. chapter 37, Contract Work Hours and Safety Standards; 41 U.S.C. chapter 87, Kickbacks; 41 U.S.C. 4712 and 10 U.S.C. 2409 relating to whistleblower protections; 49 U.S.C. 40118, Fly American; and 41 U.S.C. chapter 21 relating to procurement integrity.

(s) *Order of precedence*. Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order:

(1) The schedule of supplies/services.

(2) The Assignments, Disputes, Payments, Invoice, Other Compliances, Compliance with Laws Unique to Government Contracts, and Unauthorized Obligations paragraphs of this clause;

(3) The clause at 52.212-5.

(4) Addenda to this solicitation or contract, including any license agreements for computer software.

(5) Solicitation provisions if this is a solicitation.

(6) Other paragraphs of this clause.

(7) The Standard Form 1449.

(8) Other documents, exhibits, and attachments

(9) The specification.

(t) *System for Award Management (SAM)*.

(1) Unless exempted by an addendum to this contract, the Contractor is responsible during performance and through final payment of any contract for the accuracy and completeness of the data within the SAM database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the SAM database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the SAM database to ensure it is current, accurate and complete. Updating information in

the SAM does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(2)(i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in FAR subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to (A) change the name in the SAM database; (B) comply with the requirements of subpart 42.12; and (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (t)(2)(i) of this clause, or fails to perform the agreement at paragraph (t)(2)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the SAM information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

(3) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the SAM record to reflect an assignee for the purpose of assignment of claims (see Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the SAM database. Information provided to the Contractor's SAM record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.

(4) Offerors and Contractors may obtain information on registration and annual confirmation requirements via SAM accessed through <https://www.acquisition.gov>.

(u) *Unauthorized Obligations.*

(1) Except as stated in paragraph (u)(2) of this clause, when any supply or service acquired under this contract is subject to any End User License Agreement (EULA), Terms of Service (TOS), or similar legal instrument or agreement, that includes any clause requiring the Government to indemnify the Contractor or any person or entity for damages, costs, fees, or any other loss or liability that would create an Anti-Deficiency Act violation (31 U.S.C. 1341), the following shall govern:

(i) Any such clause is unenforceable against the Government.

(ii) Neither the Government nor any Government authorized end user shall be deemed to have agreed to such clause by virtue of it appearing in the EULA, TOS, or similar legal instrument or agreement. If the EULA, TOS, or similar legal instrument or agreement is invoked through an "I agree" click box or other comparable mechanism (e.g., "click-wrap" or "browse-wrap" agreements), execution does not bind the Government or any Government authorized end user to such clause.

(iii) Any such clause is deemed to be stricken from the EULA, TOS, or similar legal instrument or agreement.

(2) Paragraph (u)(1) of this clause does not apply to indemnification by the Government that is expressly authorized by statute and specifically authorized under applicable agency regulations and procedures.

(v) *Incorporation by reference.* The Contractor's representations and certifications, including those completed electronically via the System for Award Management (SAM), are incorporated by reference into the contract.

(End of Clause)

C.2 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS—COMMERCIAL ITEMS (JAN 2017)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (JAN 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).

(2) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (NOV 2015).

(3) 52.233-3, Protest After Award (Aug 1996) (31 U.S.C. 3553).

(4) 52.233-4, Applicable Law for Breach of Contract Claim (Oct 2004) (Public Laws 108-77 and 108-78 (19 U.S.C. 3805 note)).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

☐ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Sept 2006), with Alternate I (Oct 1995) (41 U.S.C. 4704 and 10 U.S.C. 2402).

☐ (2) 52.203-13, Contractor Code of Business Ethics and Conduct (OCT 2015) (41 U.S.C. 3509).

☐ (3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (JUN 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)

☒ (4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (OCT 2016) (Pub. L. 109-282) (31 U.S.C. 6101 note).

☐ (5) [Reserved]

☐ (6) 52.204-14, Service Contract Reporting Requirements (OCT 2016) (Pub. L. 111-117, section 743 of Div. C).

☐ (7) 52.204–15, Service Contract Reporting Requirements for Indefinite-Delivery Contracts (OCT 2016) (Pub. L. 111–117, section 743 of Div. C).

☒ (8) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (OCT 2015) (31 U.S.C. 6101 note).

☐ (9) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (Jul 2013) (41 U.S.C. 2313).

☐ (10) [Reserved]

☐ (11)(i) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (NOV 2011) (15 U.S.C. 657a).

☐ (ii) Alternate I (NOV 2011) of 52.219-3.

☐ (12)(i) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (OCT 2014) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

☐ (ii) Alternate I (JAN 2011) of 52.219-4.

☐ (13) [Reserved]

☒ (14)(i) 52.219-6, Notice of Total Small Business Set-Aside (NOV 2011) (15 U.S.C. 644).

☐ (ii) Alternate I (NOV 2011).

☐ (iii) Alternate II (NOV 2011).

☐ (15)(i) 52.219-7, Notice of Partial Small Business Set-Aside (June 2003) (15 U.S.C. 644).

☐ (ii) Alternate I (Oct 1995) of 52.219-7.

☐ (iii) Alternate II (Mar 2004) of 52.219-7.

☐ (16) 52.219-8, Utilization of Small Business Concerns (NOV 2016) (15 U.S.C. 637(d)(2) and (3)).

☐ (17)(i) 52.219-9, Small Business Subcontracting Plan (JAN 2017) (15 U.S.C. 637(d)(4)).

☐ (ii) Alternate I (NOV 2016) of 52.219-9.

☐ (iii) Alternate II (NOV 2016) of 52.219-9.

☐ (iv) Alternate III (NOV 2016) of 52.219-9.

☐ (v) Alternate IV (NOV 2016) of 52.219-9.

☐ (18) 52.219-13, Notice of Set-Aside of Orders (NOV 2011) (15 U.S.C. 644(r)).

☐ (19) 52.219-14, Limitations on Subcontracting (JAN 2017) (15 U.S.C. 637(a)(14)).

☐ (20) 52.219-16, Liquidated Damages—Subcontracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).

☐ (21) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (NOV 2011) (15 U.S.C. 657f).

☒ (22) 52.219-28, Post Award Small Business Program Rerepresentation (Jul 2013) (15 U.S.C. 632(a)(2)).

☐ (23) 52.219-29, Notice of Set-Aside for, or Sole Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (DEC 2015) (15 U.S.C. 637(m)).

☐ (24) 52.219-30, Notice of Set-Aside for, or Sole Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (DEC 2015) (15 U.S.C. 637(m)).

☒ (25) 52.222-3, Convict Labor (June 2003) (E.O. 11755).

☒ (26) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (OCT 2016) (E.O. 13126).

☒ (27) 52.222-21, Prohibition of Segregated Facilities (APR 2015).

☒ (28) 52.222-26, Equal Opportunity (SEP 2016) (E.O. 11246).

☐ (29) 52.222-35, Equal Opportunity for Veterans (OCT 2015) (38 U.S.C. 4212).

☒ (30) 52.222-36, Equal Opportunity for Workers with Disabilities (JUL 2014) (29 U.S.C. 793).

☐ (31) 52.222-37, Employment Reports on Veterans (FEB 2016) (38 U.S.C. 4212).

☐ (32) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496).

☒ (33)(i) 52.222-50, Combating Trafficking in Persons (MAR 2015) (22 U.S.C. chapter 78 and E.O. 13627).

☐ (ii) Alternate I (MAR 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).

☐ (34) 52.222-54, Employment Eligibility Verification (OCT 2015). (E. O. 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)

☐ (35) 52.222-59, Compliance with Labor Laws (Executive Order 13673) (OCT 2016). (Applies at \$50 million for solicitations and resultant contracts issued from October 25, 2016 through April 24, 2017; applies at \$500,000 for solicitations and resultant contracts issued after April 24, 2017).

Note to paragraph (b)(35): By a court order issued on October 24, 2016, 52.222-59 is enjoined indefinitely as of the date of the order. The enjoined paragraph will become effective immediately if the court terminates the injunction. At that time, DoD, GSA, and NASA will publish a document in the **Federal Register** advising the public of the termination of the injunction.

☐ (36) 52.222-60, Paycheck Transparency (Executive Order 13673) (OCT 2016).

☐ (37)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Items (May 2008) (42 U.S.C.6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

☐ (38) 52.223-11, Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (JUN 2016) (E.O. 13693).

☐ (39) 52.223-12, Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (JUN 2016) (E.O. 13693).

☐ (ii) Alternate I (MAY 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

☐ (40)(i) 52.223-13, Acquisition of EPEAT®-Registered Imaging Equipment (JUN 2014) (E.O.s 13423 and 13514).

☐ (ii) Alternate I (OCT 2015) of 52.223-13.

☐ (41)(i) 52.223-14, Acquisition of EPEAT®-Registered Televisions (JUN 2014) (E.O.s 13423 and 13514).

☐ (ii) Alternate I (JUN 2014) of 52.223-14.

☐ (42) 52.223-15, Energy Efficiency in Energy-Consuming Products (DEC 2007)(42 U.S.C. 8259b).

☐ (43)(i) 52.223-16, Acquisition of EPEAT®-Registered Personal Computer Products (OCT 2015) (E.O.s 13423 and 13514).

☐ (ii) Alternate I (JUN 2014) of 52.223-16.

☒ (44) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (AUG 2011)

☐ (45) 52.223-20, Aerosols (JUN 2016) (E.O. 13693).

☐ (46) 52.223-21, Foams (JUN 2016) (E.O. 13693).

☐ (47) (i) 52.224-3, Privacy Training (JAN 2017) (5 U.S.C. 552a).

☐ (ii) Alternate I (JAN 2017) of 52.224-3.

☐ (48) 52.225-1, Buy American—Supplies (MAY 2014) (41 U.S.C. chapter 83).

☐ (49)(i) 52.225-3, Buy American—Free Trade Agreements—Israeli Trade Act (MAY 2014) (41 U.S.C. chapter 83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43).

☐ (ii) Alternate I (MAY 2014) of 52.225-3.

☒ (iii) Alternate II (MAY 2014) of 52.225-3.

☐ (iv) Alternate III (MAY 2014) of 52.225-3.

☐ (50) 52.225-5, Trade Agreements (OCT 2016) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

☒ (51) 52.225-13, Restrictions on Certain Foreign Purchases (JUN 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

☐ (52) 52.225-26, Contractors Performing Private Security Functions Outside the United States (OCT 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

☐ (53) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).

☐ (54) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).

☐ (55) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

☐ (56) 52.232-30, Installment Payments for Commercial Items (JAN 2017) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

☒ (57) 52.232-33, Payment by Electronic Funds Transfer—System for Award Management (Jul 2013) (31 U.S.C. 3332).

☐ (58) 52.232-34, Payment by Electronic Funds Transfer—Other than System for Award Management (Jul 2013) (31 U.S.C. 3332).

☐ (59) 52.232-36, Payment by Third Party (MAY 2014) (31 U.S.C. 3332).

☐ (60) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

☐ (61) 52.242-5, Payments to Small Business Subcontractors (JAN 2017)(15 U.S.C. 637(d)(12)).

☐ (62)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631).

☐ (ii) Alternate I (Apr 2003) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

☐ (1) 52.222-17, Nondisplacement of Qualified Workers (MAY 2014) (E.O. 13495).

☐ (2) 52.222-41, Service Contract Labor Standards (MAY 2014) (41 U.S.C. chapter 67).

☐ (3) 52.222-42, Statement of Equivalent Rates for Federal Hires (MAY 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

☐ (4) 52.222-43, Fair Labor Standards Act and Service Contract Labor Standards—Price Adjustment (Multiple Year and Option Contracts) (MAY 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

☐ (5) 52.222-44, Fair Labor Standards Act and Service Contract Labor Standards—Price Adjustment (MAY 2014) (29 U.S.C 206 and 41 U.S.C. chapter 67).

☐ (6) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment—Requirements (MAY 2014) (41 U.S.C. chapter 67).

☐ (7) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services—Requirements (MAY 2014) (41 U.S.C. chapter 67).

☐ (8) 52.222-55, Minimum Wages Under Executive Order 13658 (DEC 2015).

☐ (9) 52.222-62, Paid Sick Leave Under Executive Order 13706 (JAN 2017) (E.O. 13706).

☐ (10) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (MAY 2014) (42 U.S.C. 1792).

☐ (11) 52.237-11, Accepting and Dispensing of \$1 Coin (SEP 2008) (31 U.S.C. 5112(p)(1)).

(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records—Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e)(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause—

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (OCT 2015) (41 U.S.C. 3509).

(ii) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (JAN 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing

Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).

(iii) 52.219-8, Utilization of Small Business Concerns (NOV 2016) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities.

(iv) 52.222-17, Nondisplacement of Qualified Workers (MAY 2014) (E.O. 13495). Flow down required in accordance with paragraph (l) of FAR clause 52.222-17.

(v) 52.222-21, Prohibition of Segregated Facilities (APR 2015).

(vi) 52.222-26, Equal Opportunity (SEP 2016) (E.O. 11246).

(vii) 52.222-35, Equal Opportunity for Veterans (OCT 2015) (38 U.S.C. 4212).

(viii) 52.222-36, Equal Opportunity for Workers with Disabilities (JUL 2014) (29 U.S.C. 793).

(ix) 52.222-37, Employment Reports on Veterans (FEB 2016) (38 U.S.C. 4212).

(x) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.

(xi) 52.222-41, Service Contract Labor Standards (MAY 2014) (41 U.S.C. chapter 67).

(xii)(A) 52.222-50, Combating Trafficking in Persons (MAR 2015) (22 U.S.C. chapter 78 and E.O. 13627).

(B) Alternate I (MAR 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).

(xiii) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment—Requirements (MAY 2014) (41 U.S.C. chapter 67).

(xiv) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services—Requirements (MAY 2014) (41 U.S.C. chapter 67).

(xv) 52.222-54, Employment Eligibility Verification (OCT 2015) (E. O. 12989).

(xvi) 52.222-55, Minimum Wages Under Executive Order 13658 (DEC 2015).

(xvii) 52.222-59, Compliance with Labor Laws (Executive Order 13673) (OCT 2016) (Applies at \$50 million for solicitations and resultant contracts issued from October 25, 2016 through April 24, 2017; applies at \$500,000 for solicitations and resultant contracts issued after April 24, 2017).

Note to paragraph (e)(1)(xvii): By a court order issued on October 24, 2016, 52.222-59 is enjoined indefinitely as of the date of the order. The enjoined paragraph will become effective immediately if the court terminates the injunction. At that time, DoD, GSA, and NASA will publish a document in the **Federal Register** advising the public of the termination of the injunction.

(xviii) 52.222-60, Paycheck Transparency (Executive Order 13673) (OCT 2016)).

(xix) 52.222-62 Paid Sick Leave Under Executive Order 13706 (JAN 2017) (E.O. 13706).

(xx)(A) 52.224-3, Privacy Training (JAN 2017) (5 U.S.C. 552a).

(B) Alternate I (JAN 2017) of 52.224-3.

(xxi) 52.225–26, Contractors Performing Private Security Functions Outside the United States (OCT 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

(xxii) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (MAY 2014) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(xxiii) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the Contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of Clause)

ADDENDUM to FAR 52.212-4 CONTRACT TERMS AND CONDITIONS—COMMERCIAL ITEMS

Clauses 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 clauses are incorporated into 52.212-4 as an addendum to this contract:

C.3 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 these addresses:

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

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

(End of Clause)

<u>FAR Number</u>	<u>Title</u>	<u>Date</u>
852.203-70	COMMERCIAL ADVERTISING	JAN 2008
852.232-72	ELECTRONIC SUBMISSION OF PAYMENT REQUESTS	NOV 2012
852.246-70	GUARANTEE (Standard Commercial Warranty)	JAN 2008
852.246-71	INSPECTION	JAN 2008

(End of Addendum to 52.212-4)

SECTION D - CONTRACT DOCUMENTS, EXHIBITS, OR ATTACHMENTS

See attached PHOTOS.

See attached document – 22 08 00 Commissioning of Plumbing Systems

See attached document – 22 11 00 Facilities Water Distribution

See attached document – 22 11 23 Domestic Water Pumps

SECTION E - SOLICITATION PROVISIONS

E.1 52.212-1 INSTRUCTIONS TO OFFERORS—COMMERCIAL ITEMS (JAN 2017)

(a) *North American Industry Classification System (NAICS) code and small business size standard.* The NAICS code and small business size standard for this acquisition appear in Block 10 of the solicitation cover sheet (SF 1449). However, the small business size standard for a concern which submits an offer in its own name, but which proposes to furnish an item which it did not itself manufacture, is 500 employees.

(b) *Submission of offers.* Submit signed and dated offers to the office specified in this solicitation at or before the exact time specified in this solicitation. Offers may be submitted on the SF 1449, letterhead stationery, or as otherwise specified in the solicitation. As a minimum, offers must show—

- (1) The solicitation number;
- (2) The time specified in the solicitation for receipt of offers;
- (3) The name, address, and telephone number of the offeror;
- (4) A technical description of the items being offered in sufficient detail to evaluate compliance with the requirements in the solicitation. This may include product literature, or other documents, if necessary;
- (5) Schedule: The Contractor shall submit a schedule to the Contracting Officer.
- (6) Meeting Minutes: The Contractor shall record and track meeting minutes and submit to COR for editing and approval.
- (7) Terms of any express warranty;
- (8) Price and any discount terms;
- (9) "Remit to" address, if different than mailing address;
- (10) A completed copy of the representations and certifications at FAR 52.212-3 (see FAR 52.212-3(b) for those representations and certifications that the offeror shall complete electronically);
- (11) Acknowledgment of Solicitation Amendments;
- (12) Past performance information, when included as an evaluation factor, to include recent and relevant contracts for the same or similar items and other references (including contract numbers, points of contact with telephone numbers and other relevant information); and
- (13) If the offer is not submitted on the SF 1449, include a statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation. Offers that fail to furnish required representations or information, or reject the terms and conditions of the solicitation may be excluded from consideration.

(c) *Period for acceptance of offers.* The offeror agrees to hold the prices in its offer firm for 30 calendar days from the date specified for receipt of offers, unless another time period is specified in an addendum to the solicitation.

(d) *Product samples.* When required by the solicitation, product samples shall be submitted at or prior to the time specified for receipt of offers. Unless otherwise specified in this solicitation, these samples shall be submitted at no expense to the Government, and returned at the sender's request and expense, unless they are destroyed during preaward testing.

(e) *Multiple offers.* Offerors are encouraged to submit multiple offers presenting alternative terms and conditions, including alternative line items (provided that the alternative line items are consistent with subpart 4.10 of the Federal Acquisition Regulation), or alternative commercial items for satisfying the requirements of this solicitation. Each offer submitted will be evaluated separately.

(f) Late submissions, modifications, revisions, and withdrawals of offers.

(1) Offerors are responsible for submitting offers, and any modifications, revisions, or withdrawals, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that offers or revisions are due.

(2)(i) Any offer, modification, revision, or withdrawal of an offer received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and—

(A) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of offers; or

(B) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or

(C) If this solicitation is a request for proposals, it was the only proposal received.

(ii) However, a late modification of an otherwise successful offer, that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.

(3) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the offer wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(4) If an emergency or unanticipated event interrupts normal Government processes so that offers cannot be received at the Government office designated for receipt of offers by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation or other notice of an extension of the closing date, the time specified for receipt of offers will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

(5) Offers may be withdrawn by written notice received at any time before the exact time set for receipt of offers. Oral offers in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile offers, offers may be withdrawn via facsimile received at any time before the exact time set for receipt of offers, subject to the conditions specified in the solicitation concerning facsimile offers. An offer may be withdrawn in person by an offeror or its authorized representative if, before the exact time set for receipt of offers, the identity of the person requesting withdrawal is established and the person signs a receipt for the offer.

(g) *Contract award (not applicable to Invitation for Bids)*. The Government intends to evaluate offers and award a contract without discussions with offerors. Therefore, the offeror's initial offer should contain the offeror's best terms from a price and technical standpoint. However, the Government reserves the right to conduct discussions if later determined by the Contracting Officer to be necessary. The Government may reject any or all offers if such action is in the public interest; accept other than the lowest offer; and waive informalities and minor irregularities in offers received.

(h) *Multiple awards*. The Government may accept any item or group of items of an offer, unless the offeror qualifies the offer by specific limitations. Unless otherwise provided in the Schedule, offers may not be submitted for quantities less than those specified. The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit prices offered, unless the offeror specifies otherwise in the offer.

(i) Availability of requirements documents cited in the solicitation.

(1)(i) The GSA Index of Federal Specifications, Standards and Commercial Item Descriptions, FPMR Part 101-29, and copies of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained for a fee by submitting a request to—

GSA Federal Supply Service Specifications Section

Suite 8100 470 East L'Enfant Plaza, SW

Washington, DC 20407

Telephone (202) 619-8925

Facsimile (202) 619-8978.

(ii) If the General Services Administration, Department of Agriculture, or Department of Veterans Affairs issued this solicitation, a single copy of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained free of charge by submitting a request to the addressee in paragraph (i)(1)(i) of this provision. Additional copies will be issued for a fee.

(2) Most unclassified Defense specifications and standards may be downloaded from the following ASSIST websites:

(i) ASSIST (<https://assist.dla.mil/online/start/>);

(ii) Quick Search (<http://quicksearch.dla.mil/>);

(iii) ASSISTdocs.com (<http://assistdocs.com>).

(3) Documents not available from ASSIST may be ordered from the Department of Defense Single Stock Point (DoDSSP) by?

(i) Using the ASSIST Shopping Wizard (<https://assist.dla.mil/wizard/index.cfm>);

(ii) Phoning the DoDSSP Customer Service Desk (215) 697-2179, Mon-Fri, 0730 to 1600 EST; or

(iii) Ordering from DoDSSP, Building 4, Section D, 700 Robbins Avenue, Philadelphia, PA 19111-5094, Telephone (215) 697-2667/2179, Facsimile (215) 697-1462.

(4) Nongovernment (voluntary) standards must be obtained from the organization responsible for their preparation, publication, or maintenance.

(j) *Unique entity identifier.* (Applies to all offers exceeding \$3,500, and offers of \$3,500 or less if the solicitation requires the Contractor to be registered in the System for Award Management (SAM) database.) The Offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation “Unique Entity Identifier” followed by the unique entity identifier that identifies the Offeror’s name and address. The Offeror also shall enter its Electronic Funds Transfer (EFT) indicator, if applicable. The EFT indicator is a four-character suffix to the unique entity identifier. The suffix is assigned at the discretion of the Offeror to establish additional SAM records for identifying alternative EFT accounts (see subpart 32.11) for the same entity. If the Offeror does not have a unique entity identifier, it should contact the entity designated at www.sam.gov for unique entity identifier establishment directly to obtain one. The Offeror should indicate that it is an offeror for a Government contract when contacting the entity designated at www.sam.gov for establishing the unique entity identifier.

(k) *System for Award Management.* Unless exempted by an addendum to this solicitation, by submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the SAM database prior to award, during performance and through final payment of any contract resulting from this solicitation. If the Offeror does not become registered in the SAM database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror. Offerors may obtain information on registration and annual confirmation requirements via the SAM database accessed through <https://www.acquisition.gov>.

(l) *Debriefing.* If a post-award debriefing is given to requesting offerors, the Government shall disclose the following information, if applicable:

(1) The agency's evaluation of the significant weak or deficient factors in the debriefed offeror's offer.

(2) The overall evaluated cost or price and technical rating of the successful and the debriefed offeror and past performance information on the debriefed offeror.

(3) The overall ranking of all offerors, when any ranking was developed by the agency during source selection.

(4) A summary of the rationale for award;

(5) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.

(6) Reasonable responses to relevant questions posed by the debriefed offeror as to whether source-selection procedures set forth in the solicitation, applicable regulations, and other applicable authorities were followed by the agency.

(End of Provision)

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:

E.2 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions 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. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at these addresses:

<http://www.acquisition.gov/far/index.html>
<http://www.va.gov/oal/library/vaar/index.asp>

(End of Provision)

<u>FAR Number</u>	<u>Title</u>	<u>Date</u>
52.232-40	PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS	DEC 2013
52.212-3	OFFEROR REPRESENTATIONS AND CERTIFICATIONS—COMMERCIAL ITEMS	JAN 2017

(End of Addendum to 52.212-1)

E.3 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:

1. **Technical:** The vendor's quote must meet the "Statement of Work" and "Salient Characteristics" listed within the solicitation". A vendor must be determined technically acceptable in this factor in order to be considered for award. Technically acceptable is considered meeting the "statement of work" and "salient characteristics" listed in the solicitation.

The technical ratings are defined as follows:

Acceptable: Quote clearly meets the "statement of work" and "salient characteristics" of the solicitation.

Unacceptable: Quote does not clearly meet the "statement of work" and "salient characteristics" of the solicitation.

2. **Price:** The government will evaluate price by adding the total amount of all the requested items. Vendors are encouraged to submit their quotes with the most advantageous pricing and discounts.

Award will be made on a Lowest-Priced, Technically Acceptable basis.

(b) 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)