

**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  
 5342 Dudley Blvd, Bldg 209  
 McClellan CA 95652-2609

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

☒ 52.232-33, Payment by Electronic Funds Transfer—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-9(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.2 PRICE/COST SCHEDULE****ITEM INFORMATION**

<b>ITEM NUMBER</b>	<b>DESCRIPTION OF SUPPLIES/SERVICES</b>	<b>QUANTITY</b>	<b>UNIT</b>	<b>UNIT PRICE</b>	<b>AMOUNT</b>
<b>0001</b>	Fire/Smoke Damper Inspection Contract Period: Base POP Begin: 01-01-2018 POP End: 12-31-2018	1,088.00	EA		
<b>0002</b>	Repairs (Estimated) Contract Period: Base POP Begin: 01-01-2018 POP End: 12-31-2018	1.00	YR	<u>\$10,000</u>	<u>\$10,000</u>
<b>0003</b>	Replacements (Estimated) Contract Period: Base POP Begin: 01-01-2018 POP End: 12-31-2018	1.00	YR	<u>\$10,000</u>	<u>\$10,000</u>
<b>1001</b>	Fire/Smoke Damper Inspection Contract Period: Option 1 POP Begin: 01-01-2019 POP End: 12-31-2019	416.00	EA		
<b>1002</b>	Repairs (Estimated) Contract Period: Option 1 POP Begin: 01-01-2019 POP End: 12-31-2019	1.00	YR	<u>\$10,000</u>	<u>\$10,000</u>
<b>1003</b>	Replacements (Estimated) Contract Period: Option 1 POP Begin: 01-01-2019 POP End: 12-31-2019	1.00	YR	<u>\$10,000</u>	<u>\$10,000</u>
				<b>GRAND TOTAL</b>	

**Statement of Work**  
**Fire/Smoke Dampers Inspection and Maintenance**  
**VA Palo Alto Health Care System**

**Section 1: General Information**

1.1 General: This is a non-personal services contract to provide Fire/Smoke Damper inspection and maintenance for the VA Palo Alto Health Care System (VAPAHCS). 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.

1.2 Period of Performance:

Base Year: January 1, 2018 to December 31, 2018

Option Year #1: January 1, 2019 to December 31, 2019

1.3 Place of Performance: Services are required at the following locations. The points of contact (POC) for each location are listed. All work must be coordinated with the Contracting Officer's Representative.

Palo Alto Campus 3801 Miranda Ave. Palo Alto, CA 94304 POC: Craig Robbins (650) 493-5000 x63434 Santa Clara County	Menlo Park Campus 795 Willow Road. Menlo Park, CA 94025 POC: Anthony St. John (650) 493-5000 x27324 San Mateo County	Livermore Campus 4951 Arroyo Road Livermore, CA 94550 POC: Josh Davis (650) 493-5000 x35148 Alameda County
Monterey Clinic 3401 Engineer Lane Seaside, CA 93955 POC: Craig Robbins (650) 493-5000 x63434 Monterey County	Mountain View Center 1776 Old Middlefield Way Mountain View, CA 94043 POC: Anthony St. John (650) 493-5000 x27324 Santa Clara County	

1.4 Hours of Operation: All repairs shall be performed during business hours of 8:00 AM to 4:30 PM Monday through Friday, except Federal Holidays. Contractor may work outside normal business hours by arrangement with the COR if such services are provided without additional charge to the government.

1.4.1 Observed Federal Holidays

January 1	New Year's Day
Third Monday in January	Martin Luther King Jr.'s Birthday
Third Monday in February	President's Day
Last Monday in May	Memorial Day
July 4	Independence Day
First Monday in September	Labor Day
Second Monday in October	Columbus Day
November 11	Veteran's Day
Fourth Thursday in November	Thanksgiving Day
December	Christmas Day

1.5 Type of Contract: The award will be firm fixed price contract.

1.6 Invoicing: All invoices from the contractor shall be submitted electronically in accordance with VAAR Clause 852.232-72 Electronic Submission of Payment Requests.

VA's Electronic Invoice Presentment and Payment System – The FSC uses a third-party contractor, Tungsten, to transition vendors from paper to electronic invoice submission. Please go to this website: <http://www.tungsten-network.com/US/en/veterans-affairs/> to begin submitting electronic invoices, free of charge.

More information on the VA Financial Services Center is available at <http://www.fsc.va.gov/einvoice.asp>.

Vendor e-Invoice Set-Up Information:

Please contact Tungsten at the phone number or email address listed below to begin submitting your electronic invoices to the VA Financial Services Center for payment processing, free of charge. If you have question about the e-invoicing program or Tungsten, please contact the FSC at the phone number or email address listed below:

- Tungsten e-Invoice Setup Information: 1-877-489-6135
- Tungsten e-Invoice email: [VA.Registration@Tungsten-Network.com](mailto:VA.Registration@Tungsten-Network.com)
- FSC e-Invoice Contact Information: 1-877-353-9791
- FSC e-invoice email: [vafscshd@va.gov](mailto:vafscshd@va.gov)

1.6.1 Payments: Government only paid for services rendered. Government will not pay on any uncompleted or undelivered work, services, or goods.

## Section 2: Definitions & 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.

*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:

COR	Contracting Officer Representative
EPA	Environment Protection Agency
FACP	Fire Alarm Control Panel
NFPA	National Fire Protection Association
NICET	National Institute for Certification in Engineering Technologies
OEM	Original Equipment Manufacturer
OSHA	Occupational Safety and Health Administration
PM	Preventative Maintenance
PMI	Preventative Maintenance Inspection
POC	Point of Contact
PPE	Personal Protective Equipment
SOW	Statement of Work
VA	Veterans Affairs
VAPAHCS	Veterans Affairs Palo Alto Health Care System

## Section 3: Government Furnished Property, Equipment, and Services

This Statement of Work (SOW) does not have any government furnish equipment. Contractor shall not use any government own equipment, material, supplies, or tools. Contractor shall furnish all requirements. The government reserves option to terminate the contract in the event that contractor uses government equipment or supplies without written approval from the Contracting Officer and COR.

## **Section 4: Contractor Furnished Items and Services**

The Contractor shall provide all equipment, supplies, management, supervision, personnel, and transportation necessary to assure that all services are in accordance with the contract and all applicable laws and regulations. The contractor shall ensure all work meets performance standards specified in this Statement of Work (SOW) and referenced documents to include all notes, explanatory material, and appendixes.

### **4.1 Contractors Qualifications:**

- A. Contractor shall be qualifying for task as per federal, state, and local authorities. Contractor shall submit in the technical package all certifications and licenses. Contractor shall have 5 years' experience in fire protection inspection and maintenance. The Government reserves the right to request and review licenses and certification during the contract period.

### **4.2 Qualify Personnel:**

- A. Contractor's employees shall be a qualified with federal, state, and local authorities and have a minimum five years of experience. The Government reserves the right to request and review licenses and certification during the contract period.
- B. If electrical work is required contractor shall provide a certified electrician.
  - a. Provide a valid state certification.
- C. Contractor shall provide OSHA trained personnel:
  - a. Supervisor shall have a 30-hour OSHA card.
  - b. Technicians shall have a 10-hour OSHA card.
- D. Technician shall have a valid NICET Level III or higher to perform inspections, maintenance, and repairs on fire dampers, fire/smoke dampers, and fire roll up doors.

## **Section 5: Specific Tasks**

### **5.1 Preventative maintenance and Inspection**

- A. The contractor shall provide all tools, materials, equipment, supervision, personnel, and transportation necessary to assure that all services are in accordance within contract and all applicable codes, law, and regulations. The contractor shall ensure all work meets performance standards specified in this SOW and referenced documents to include all notes, explanatory material, and appendixes.
- B. Contractor shall provide one designated point of contract to the government's designated representative.
- C. Contractor shall provide one year warranty on all components, equipment, and labor.
- D. Maintenance and Inspection of the fire and fire/smoke fire dampers.
  - 1) Conduct annual testing and certification of fire and fire/smoke dampers as per manufacture recommendations and adhere to section 5.3 Performance Standards. See Section 5.5 for the inventory list.
  - 2) All fusible links shall be replaced with proper temperature ratings.
  - 3) Contractor shall coordinate and submit schedule to COR for review and approval.

- 4) Contractor shall inspect and repair every fire and combination fire/smoke dampers. In the situation that a fire and/or combination fire/smoke damper is inaccessible; the contractor shall provide a separate summary report of the inaccessible damper. The Inaccessibility report shall contain a narrative of justification to the inaccessibility and an estimate to make the damper accessible to which the COR or COR's representative will review for acceptance.
  - 5) In the case of accepted inaccessibility reporting the COR will review the estimate and may submit to the contracting officer a request for a contract modification to cover the cost for correcting the damper access on a case-by-case basis.
  - 6) The VAPAHCS shall not incur additional labor charges or service call fees for the repair of deficiencies noted on the inspections and within terms of this scope.
  - 7) If the repairs for malfunction are under \$40 per damper, it will be covered under this contract terms. The contractor must build the potential costs of repairs for the malfunctioning damper into their fixed rate. If the repair of a malfunctioning damper is estimated to exceed \$40, it will be covered under the repair line item in the price schedule. The contractor will provide an estimate of all the repairs / replacements to the COR for review and approval.
  - 8) It is anticipated that 10% of the performance year fire and combination fire/smoke dampers will fail inspection and require replacement. The costs for replacements will fall under the replacement line item in the price schedule.
  - 9) In no case, shall the costs for additional parts be billed under this contract.
  - 10) All repair parts shall be new and carry the manufacturer's warranty. Contractor shall provide a one year warranty on all repairs.
  - 11) Contractor shall provide reports and documentation on inspections. Contract shall submit samples of reports and documentation to record inspection on their Technical Package.
  - 12) Contractor shall provide service report of inspections and repairs.
  - 13) Contractor shall immediately inform of deficiencies to the COR.
  - 14) The contractor shall renovate one existing fire damper that is currently inaccessible located in building 4, 2<sup>nd</sup> floor, C wing, room 238. The contractor shall access the damper location, render it into a fixed open position, repair the opening the contractor created to access the damper, install one new fire damper at a close & accessible location designed to damper the same section of ductwork. Drawings of the location are available but are limited in information, site visit is recommended.
- E. Contractor shall provide labeling of all dampers and label drawing in AutoCAD. Contractor shall meet with COR and engineering department to discuss and agree on labeling system.
- 1) Contractor shall provide all labor and material to label all dampers.
  - 2) Contractor shall provide all labor in marking, maintaining, and upgrading AutoCAD drawings with damper locations and labels/Identification.
- F. Contractor shall provide a service report or maintenance report on all dampers worked on.
- 1) All deficiencies shall be submitted with individual service/maintenance reports with the following information:
    - i. Date
    - ii. Name of technician
    - iii. Location
    - iv. Map
    - v. Description of discrepancy
    - vi. Code violation

- vii. Recommendation for repairs
- G. Contractor shall provide a quote within two days of deficiency being identified.
  - 1) Quote shall provide the following:
    - i. Location
    - ii. Date of violation
    - iii. Code violation
    - iv. All Parts and prices
    - v. Cost of Labor and hours
  - 2) Repairs shall be completed within 10 calendar days from the VA's acceptance of the contractor's estimate for the repair costs.
- H. Contractor shall provide electronic and one hard copy reports and documentation no later than 5 calendar days after completion of inspection of a building.
  - 1) Contractor shall provide reports at the request of the government for the duration of the contract to include option year at no addition cost to the government.
- I. Contractor shall submit to the VA all electronic files and pictures in a text format that can be used to import into other systems.

## 5.2 Safety:

- A. The contractor and subcontract personnel shall wear, at all times appropriate personal protective equipment (PPE) to include but not be limited to: hard hat, safety glasses, reflective vest, and safety shoes.
- B. No shorts or tank tops shall be permitted.
- C. Contractor shall adhere to OSHA 10 CFR 1910 and 1926.
- D. Contractor shall be responsible to use appropriate PPE when required by the OSHA and VAPAHCS.
- E. Safety plan shall be submitted to the COR within 15 days of awarded contract.
- F. Contractor shall submit Safety Data Sheet for all chemical used at the VAPAHCS. Chemicals must be approved by COR or Safety Services. Safety Data Sheet shall be kept at work site at all times.
- G. Contractor shall comply with Environment Protection Agency standards. No dumping of water or chemical in the storm drains. Contaminates shall be removed from VAPAHCS property and shall be disposed of per all Federal, State, and Local EPA regulation and standards at no additional cost to the government.
  - 1) Any penalties incurred due to unlawful disposal of hazardous material or EPA, State, or Local regulation and standards shall be the responsibility of the Contractor.

## 5.3 Performance Standards:

- A. Contractor shall adhere to the performance standards listed below. Contractor shall adhere to all references in the performance standard to include all notes, explanatory material, and appendixes. The most current edition will be used on all references listed below.
  - 1) OSHA Standard 29 CFR 1910
  - 2) OSHA Standard 29 CFR 1926
  - 3) NFPA 70, National Electrical Code
  - 4) NFPA 70E, Standards for Electrical Safety in the Work Place
  - 5) NFPA 72, Nation Fire Alarm and Signaling Code



- 6) NFPA 80, Standards for Fire Doors and Other Openings
- 7) NFPA 90, Standard for the Installation of Air-conditioning and Ventilating Systems
- 8) NFPA 90B, Standard for the Installation of Warm Air Heating and Air-Conditioning Systems
- 9) NFPA 92, Standards for Smoke Control Systems
- 10) NFPA 99, Health Care Facilities Code

#### 5.4 Documentation Requirements

- A. The Contractor shall provide reports to the COR and Compliance Office.
- B. Each report shall include a separate document for each item inspected. The report shall state the following
  - 1) Building/Damper Identification
  - 2) Damper Type (contractor to verify)
  - 3) Damper Manufacturer
  - 4) Test results
- C. Submit one hard copy of the completed written report and one CD Rom of the electronic version of the report in Microsoft (i.e. Excel, Word.) format to the Engineering Compliance Office within seven (7) calendar days of completion of inspection and testing.

5.5 Building and Number of Dampers

Base Year: November 1, 2017 to October 31, 2018

Campus	Building	# of Dampers	Date of Last Inspection
Palo Alto	4	17	4/26/2012
	6	87	3/7/2013
	9	2	New
	50	1	2/26/2013
	54	1	6/10/2014
	101	36	6/9/2014
	105	14	1/30/2014
	500	106	New
	520	48	4/16/2012
	530	3	New
	MB1	71	4/27/2012
	MB2	72	5/2/2012
	MB3	43	5/11/2012
	MB4	42	5/16/2012
Menlo Park	321	292	4/17/2013
	329	3	4/6/2012
	331	29	4/3/2012
	334	81	2/15/2013
	347	21	2/5/2013
	348	3	4/4/2012
	349	9	4/4/2012
	350	10	4/5/2012
	351	10	4/5/2012
	352	11	4/6/2012
	T365	51	1/17/2013
	400	3	New
Livermore	64	11	3/12/2012
	88	6	2/26/2013
Mountain View	HR	5	New
Total		1088	

Option Year #1: November 1, 2018 to October 31, 2019

Campus	Building	# of Dampers	Date of Last Inspection
Palo Alto	5	50	6/5/2014
	7	9	6/10/2014
	100	149	6/4/2014
	102	6	6/10/2014
Menlo Park	324	18	5/28/2014
	360	45	5/16/2014
	410	3	New
	413	3	New
Livermore	62	62	5/5/2014
	90	27	5/12/2014
Monterey	M.5	44	6/12/2014
Total		416	

## 5.6 Security Requirements

- A. The Certification and Accreditation requirements do not apply and a Security Accreditation Package is not required for this work.
- B. Contractors, contractor personnel, subcontractors, and subcontractor personnel shall be subject to the same Federal laws, regulations, standards, VA directives and handbooks as VA personnel regarding information security under VA Handbook 6500.6, Contract Security, Appendix C.

## **Section 6: Attachments**

### Attachment 1 Wage Determinations

WD 15-5641 (rev 4) Santa Clara

WD 15-5637 (rev 6) San Mateo

WD 15-5623 (rev 4) Alameda

WD 15-5633 (rev 3) Monterey

## SECTION C - CONTRACT CLAUSES

### C.1 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 Number</u>	<u>Title</u>	<u>Date</u>
52.203-17	CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS	APR 2014
52.204-4	PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER	MAY 2011
52.204-18	COMMERCIAL AND GOVERNMENT ENTITY CODE MAINTENANCE	JUL 2016
52.212-4	CONTRACT TERMS AND CONDITIONS—COMMERCIAL ITEMS	JAN 2017
52.228-5	INSURANCE—WORK ON A GOVERNMENT INSTALLATION	JAN 1997
52.232-40	PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS	DEC 2013
52.237-2	PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATION	APR 1984
852.203-70	COMMERCIAL ADVERTISING	JAN 2008
852.219-10	VA NOTICE OF TOTAL SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS SET-ASIDE	JUL 2016
852.232-72	ELECTRONIC SUBMISSION OF PAYMENT REQUESTS	NOV 2012

### 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).

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

[X] (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).

[X] (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.)

☐ (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.)

☐ (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).

☐ (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.

[X] (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).

[X] (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)).

[X] (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).

Employee Class	Monetary Wage-Fringe Benefits
Fire Alarm System Mechanic WG-10	\$30.56 to 35.61

☒ (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)

### **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 30 days of expiration.

(End of Clause)

#### **C.4 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)**

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

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

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 2 years.

(End of Clause)

#### **C.5 VAAR 852.237-70 CONTRACTOR RESPONSIBILITIES (APR 1984)**

The contractor shall obtain all necessary licenses and/or permits required to perform this work. He/she shall take all reasonable precautions necessary to protect persons and property from injury or damage during the performance of this contract. He/she shall be responsible for any injury to himself/herself, his/her employees, as well as for any damage to personal or public property that occurs during the performance of this contract that is caused by his/her employees fault or negligence, and shall maintain personal liability and property damage insurance having coverage for a limit as required by the laws of the State of California. Further, it is agreed that any negligence of the Government, its officers, agents, servants and employees, shall not be the responsibility of the contractor hereunder with the regard to any claims, loss, damage, injury, and liability resulting there from.

(End of Clause)

#### **C.6 SUPPLEMENTAL INSURANCE REQUIREMENTS**

In accordance with FAR 28.307-2 and FAR 52.228-5, the following minimum coverage shall apply to this contract:

(a) Workers' compensation and employers liability: Contractors are required to comply with applicable Federal and State workers' compensation and occupational disease statutes. If occupational diseases are not compensable under those statutes, they shall be covered under the employer's liability section of the insurance policy, except when contract operations are so commingled with a Contractor's commercial operations that it would not be practical to require this coverage. Employer's liability coverage of at least \$100,000 is required, except in States with exclusive or monopolistic funds that do not permit workers' compensation to be written by private carriers.

(b) General Liability: \$500,000.00 per occurrences.

(c) Automobile liability: \$200,000.00 per person; \$500,000.00 per occurrence and \$20,000.00 property damage.

(d) The successful bidder must present to the Contracting Officer, prior to award, evidence of general liability insurance without any exclusionary clauses for asbestos that would void the general liability coverage.

(End of Clause)

## **C.7 LIMITATIONS ON SUBCONTRACTING-- MONITORING AND COMPLIANCE (JUN 2011)**

This solicitation includes VA Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside. 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.

## **SECTION D - CONTRACT DOCUMENTS, EXHIBITS, OR ATTACHMENTS**

See attached document: Attach 1 Wages.

## SECTION E - SOLICITATION PROVISIONS

### E.1 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 this/these address(es):

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

(End of Provision)

<b><u>FAR</u></b> <b><u>Number</u></b>	<b><u>Title</u></b>	<b><u>Date</u></b>
52.204-7	SYSTEM FOR AWARD MANAGEMENT	OCT 2016
52.204-16	COMMERCIAL AND GOVERNMENT ENTITY CODE REPORTING	JUL 2016
52.212-1	INSTRUCTIONS TO OFFERORS—COMMERCIAL ITEMS	JAN 2017
52.212-3	OFFEROR REPRESENTATIONS AND CERTIFICATIONS—COMMERCIAL ITEMS	JAN 2017
52.217-5	EVALUATION OF OPTIONS	JUL 1990
52.225-25	PROHIBITION ON CONTRACTING WITH ENTITIES ENGAGING IN CERTAIN ACTIVITIES OR TRANSACTIONS RELATING TO IRAN—REPRESENTATION AND CERTIFICATIONS	OCT 2015
852.233-70	PROTEST CONTENT/ALTERNATIVE DISPUTE RESOLUTION	JAN 2008
852.233-71	ALTERNATE PROTEST PROCEDURE (MAY 2010) NOTE	MAY 2010
852.233-71	ALTERNATE PROTEST PROCEDURE	JAN 1998
852.270-1	REPRESENTATIVES OF CONTRACTING OFFICERS	JAN 2008

## **E.2 52.233-2 SERVICE OF PROTEST (SEP 2006)**

Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from:

Michael Hodahkwen  
michael.hodahkwen@va.gov

Hand-Carried Address:

Department of Veterans Affairs  
Network Contracting Office 21  
3230 Peacekeeper Way  
McClellan CA 95652

Mailing Address:

Department of Veterans Affairs  
Network Contracting Office 21  
3230 Peacekeeper Way  
McClellan CA 95652

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

(End of Provision)