

**AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT**

BPA NO.

1. CONTRACT ID CODE

PAGE

OF PAGES

1

12

2. AMENDMENT/MODIFICATION NUMBER  
000023. EFFECTIVE DATE  
11-30-20174. REQUISITION/PURCHASE REQ. NUMBER  
640-18-1-5051-0019

5. PROJECT NUMBER (if applicable)

6. ISSUED BY CODE

612MCP

7. ADMINISTERED BY (If other than Item 6) CODE

612MCP

Department of Veterans Affairs  
VA Sierra Pacific Network (VISN 21)  
VA Northern California HealthCare System  
5342 Dudley Blvd, Bldg 209  
McClellan CA 95652-2609

Department of Veterans Affairs  
Department of Veterans Affairs  
VA Northern California HealthCare System  
3230 Peacekeeper Way, Bldg. 209  
McClellan CA 95652-1012

8. NAME AND ADDRESS OF CONTRACTOR (Number, street, county, State and ZIP Code)

To all Offerors/Bidders

(X)

9A. AMENDMENT OF SOLICITATION NUMBER

36C26118Q0104

X

9B. DATED (SEE ITEM 11)

11-30-2017

10A. MODIFICATION OF CONTRACT/ORDER NUMBER

10B. DATED (SEE ITEM 13)

CODE

FACILITY CODE

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers  is extended,  is not extended.  
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 8 and 15, and returning 1 copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or electronic communication which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by letter or electronic communication, provided each letter or electronic communication makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

**13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

CHECK ONE

A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.

B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).

C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:

D. OTHER (Specify type of modification and authority)

**E. IMPORTANT:** Contractor  is not,  is required to sign this document and return \_\_\_\_\_ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

The purpose of this amendment is to address questions that have been received and to provide a revised Statement of Work clarifying some of the requirements.

See attached question/answer document and revised Statement of Work.

The quote due date remains unchanged.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)

16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)

Michael P. Hodahkwen  
Contracting Officer

15B. CONTRACTOR/OFFEROR

15C. DATE SIGNED

16B. UNITED STATES OF AMERICA

16C. DATE SIGNED

(Signature of person authorized to sign)

BY

(Signature of Contracting Officer)

11/30/2017

**Fire Damper Inspections for the  
VA Palo Alto Health Care System  
Questions and Answers  
36C26118Q0104  
Amend #2**

1. Section 4.2 Qualify Personnel, C. Supervisor shall have a 30 hour OSHA card – No problem with the OSHA requirement but question is: Nowhere does it state that a Supervisor needs to be on-site, Damper inspections are typically done with damper inspectors that don't require on-site supervisor monitoring. Is a Supervisor required?

No, an inspector with an assistant or at least a two-person crew. Section 4.2(C) of the SOW has been revised making this clarification.

2. The SOW says the technician shall have a valid NICET Level III or higher to perform inspections, maintenance, and repairs on fire dampers, fire/smoke dampers, and roll up doors. There is no NICET program for Fire / Smoke Dampers. The NICET requirement is only available for Fire Alarm / Sprinkler personnel which is not the category to perform damper inspections. How can this requirement be valid when there is no NICET program in which to qualify?

We have reviewed NICET and NFPA and our requirement for NICET Level III is appropriate. The VA reserves the right to establish evaluation criteria and the requirement for NICET Level III is reasonable for this solicitation. We have revised section 4.2(D) to include “or equivalency” to NICET Level III.

3. Section 5 Item 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. Question: Are Time/Date stamped Open / Closed damper testing photographs required as part of this bid? Nowhere other than this section does the bid document reference pictures of any kind.

Time stamped photos are not required for the quote package. The photos are part of the deliverables for the vendor who receives the contract award. A statement has been added to SOW section 5.1(F)(2) reflecting this requirement.

4. Section 6 Attachment 1 Wage Determinations. Under all 4 Wage determinations lists there is no category for Damper Inspector or Repair. The 1st paragraph allow for a wage of \$10.20 if not in the list or it could be viewed as being under Heating and Ventilation - Laborer. Can the Contracting Office please clarify a specific wage category as different wage categories could be selected by different bidders since no classification exists.

The vendor is responsible for selecting the applicable labor category. If a vendor feels that none of the labor categories apply to the work performed under this solicitation, they can use the conformance procedures stated by the Department of Labor, see [https://www.wdol.gov/sca\\_confmnce.aspx](https://www.wdol.gov/sca_confmnce.aspx).

**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 **in the field specified within this scope of work**. 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. **Senior technician and/or superintendent** on site shall have a 30-hour OSHA card.
  - b. Technicians **working on site** shall have a 10-hour OSHA card.
- D. Technicians shall have a valid NICET Level III **or equivalency minimum** 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 contact 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. Contractor 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
  - 2) All photographic records of inspections shall be date and time stamped. Open, Closed, pre-repair, post repair photographs shall be included within submitted reports and records.



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) NPFA 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) NPFA 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