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|---|--|--|--|--|--------------------|
| SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30 | | | | 1. REQUISITION NO. 612-18-1-154-0016 | PAGE 1 OF |
| 2. CONTRACT NO. | 3. AWARD/EFFECTIVE DATE | 4. ORDER NO. | 5. SOLICITATION NUMBER 36C26118Q0374 | 6. SOLICITATION ISSUE DATE 03-08-2018 | |
| 7. FOR SOLICITATION INFORMATION CALL: | a. NAME Carol Lam | b. TELEPHONE NO. (No Collect Calls) 650-493-5000 | | 8. OFFER DUE DATE/LOCAL TIME 03-15-2018 | |
| 9. ISSUED BY Department of Veterans Affairs VA Sierra Pacific Network (VISN 21) VA Palo Alto Health Care System (90/NCA) 3801 Miranda Ave Palo Alto CA 94304-1207 | | CODE | 10. THIS ACQUISITION IS <input type="checkbox"/> UNRESTRICTED OR <input type="checkbox"/> SET ASIDE: _____ % FOR: <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM NAICS: 337215 <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> EDWOSB <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input type="checkbox"/> 8(A) Y SIZE STANDARD: 500 Employees | | |
| 11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE | 12. DISCOUNT TERMS | | 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) <input type="checkbox"/> | | 13b. RATING N/A |
| 14. METHOD OF SOLICITATION <input checked="" type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP | | 15. DELIVER TO Department of Veterans Affairs VA Northern CA Health Care Systems 150 Muir Rd Martinez CA 94553 | | | |
| 16. ADMINISTERED BY Department of Veterans Affairs VA Sierra Pacific Network (VISN 21) VA Palo Alto Health Care System (90/NCA) 3801 Miranda Ave Palo Alto CA 94304-1207 | | 17a. CONTRACTOR/OFFEROR CODE _____ FACILITY CODE _____ | | | |
| 18a. PAYMENT WILL BE MADE BY Department of Veterans Affairs FMS-VA-2(101) Financial Services Center PO Box 149971 Austin TX 78714-9971 PHONE: _____ FAX: _____ | | 18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM | | | |
| 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER <input type="checkbox"/> | | TELEPHONE NO. _____ DUNS: _____ DUNS+4: _____ | | | |
| 19. ITEM NO. | 20. See CONTINUATION Page SCHEDULE OF SUPPLIES/SERVICES | | 21. QUANTITY | 22. UNIT | 23. UNIT PRICE |
| (Use Reverse and/or Attach Additional Sheets as Necessary) | | | 24. AMOUNT | | |
| 25. ACCOUNTING AND APPROPRIATION DATA See CONTINUATION Page | | | 26. TOTAL AWARD AMOUNT (For Govt. Use Only) | | |
| 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA <input checked="" type="checkbox"/> | | | 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4, FAR 52.212-5 IS ATTACHED. ADDENDA <input type="checkbox"/> | | |
| 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN _____ COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED | | | 29. AWARD OF CONTRACT: REF. _____ OFFER DATED _____ YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN IS ACCEPTED AS TO ITEMS: <input type="checkbox"/> | | |
| 30a. SIGNATURE OF OFFEROR/CONTRACTOR | | 31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER) | | | |
| 30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT) | 30c. DATE SIGNED | 31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) | | 31c. DATE SIGNED | |

A.2 PRICE/COST SCHEDULE

ITEM INFORMATION

| ITEM NUMBER | DESCRIPTION OF SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|-------------|---|----------|------|--------------------|--------|
| 0001 | Demountable Wall Partitions for the first-floor administrative open office areas at the Mather Campus, IAW Attachment 1, salient characteristics, Attachment 2, SOW, and Attachment 3, Drawing. | 270.00 | FT | | |
| 0002 | Design Services | 30.00 | HR | | |
| 0003 | Project Management | 50.00 | HR | | |
| 0004 | Installation | 1,000.00 | HR | | |
| | | | | GRAND TOTAL | |

Please provide FOB destination price to VA Norther California Healthcare System. If the above items are under GSA, FSS, NAC, BPA or any government contract, please provide the contract number, terms and conditions; SIN the products fall under (if any), delivery schedule and contract expiration date.

Note: Offers of “equal” products - Offeror must clearly indicate in its offer that the product being offered is an “equal” product. The “equal” product must have the same physical, functional, or performance characteristics as the items referenced above and Attachment 1, Statement of Work. New Equipment ONLY; NO remanufactured or "gray market" items. All items must be covered by the manufacturer's warranty. Please provide technical specification if offering an equal product.

Authorized dealers: Only firms who are authorized dealers will be considered in addition to the original equipment manufacturer. A letter from the manufacturer stating your company is an authorized dealer for the line items must be in possession by the due date and be available for submission, if requested.

A.3 DELIVERY SCHEDULE

| ITEM NUMBER | QUANTITY | DELIVERY DATE |
|-------------|----------|---------------|
| 0001 | 270.00 | |
| 0002 | 30.00 | |
| 0003 | 50.00 | |
| 0004 | 1,000.00 | |
| 0005 | 1.00 | |

SECTION C - CONTRACT CLAUSES

C.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)

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

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

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

(End of Clause)

| <u>FAR</u> <u>Number</u> | <u>Title</u> | <u>Date</u> |
|-----------------------------|-----------------------------|-------------|
| 52.204-7 | SYSTEM FOR AWARD MANAGEMENT | OCT 2016 |

C.3 52.211-6 BRAND NAME OR EQUAL (AUG 1999)

(a) If an item in this solicitation is identified as "brand name or equal," the purchase description reflects the characteristics and level of quality that will satisfy the Government's needs. The salient physical, functional, or performance characteristics that "equal" products must meet are specified in the solicitation.

(b) To be considered for award, offers of "equal" products, including "equal" products of the brand name manufacturer, must—

- (1) Meet the salient physical, functional, or performance characteristic specified in this solicitation;
- (2) Clearly identify the item by—
 - (i) Brand name, if any; and
 - (ii) Make or model number;

(3) Include descriptive literature such as illustrations, drawings, or a clear reference to previously furnished descriptive data or information available to the Contracting Officer; and

(4) Clearly describe any modifications the offeror plans to make in a product to make it conform to the solicitation requirements. Mark any descriptive material to clearly show the modifications.

(c) The Contracting Officer will evaluate "equal" products on the basis of information furnished by the offeror or identified in the offer and reasonably available to the Contracting Officer. The Contracting Officer is not responsible for locating or obtaining any information not identified in the offer.

(d) Unless the offeror clearly indicates in its offer that the product being offered is an "equal" product, the offeror shall provide the brand name product referenced in the solicitation.

(End of Provision)

| <u>FAR Number</u> | <u>Title</u> | <u>Date</u> |
|-----------------------|---|-------------|
| 52.212-1 | INSTRUCTIONS TO OFFERORS—COMMERCIAL ITEMS | JAN 2017 |
| 52.212-4 | CONTRACT TERMS AND CONDITIONS—COMMERCIAL ITEMS | JAN 2017 |

C.4 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS—COMMERCIAL ITEMS (JAN 2018)

(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 (JAN 2018) (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)(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.)

(36) 52.223-11, Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (JUN 2016) (E.O. 13693).

(37) 52.223-12, Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (JUN 2016) (E.O. 13693).

(38)(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.

(39)(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.

(40) 52.223-15, Energy Efficiency in Energy-Consuming Products (DEC 2007)(42 U.S.C. 8259b).

(41)(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.

(42) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (AUG 2011)

(43) 52.223-20, Aerosols (JUN 2016) (E.O. 13693).

(44) 52.223-21, Foams (JUN 2016) (E.O. 13693).

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

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

(46) 52.225-1, Buy American—Supplies (MAY 2014) (41 U.S.C. chapter 83).

(47)(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.

(48) 52.225-5, Trade Agreements (OCT 2016) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

(49) 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).

(50) 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).

(51) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).

(52) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).

(53) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

(54) 52.232-30, Installment Payments for Commercial Items (JAN 2017) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

(55) 52.232-33, Payment by Electronic Funds Transfer—System for Award Management (Jul 2013) (31 U.S.C. 3332).

(56) 52.232-34, Payment by Electronic Funds Transfer—Other than System for Award Management (Jul 2013) (31 U.S.C. 3332).

(57) 52.232-36, Payment by Third Party (MAY 2014) (31 U.S.C. 3332).

(58) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

(59) 52.242-5, Payments to Small Business Subcontractors (JAN 2017)(15 U.S.C. 637(d)(12)).

(60)(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) 52.222-62 Paid Sick Leave Under Executive Order 13706 (JAN 2017) (E.O. 13706).

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

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

(xix) 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).

(xx) 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.

(xxi) 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.5 VAAR 852.203-70 COMMERCIAL ADVERTISING (JAN 2008)

The bidder or offeror agrees that if a contract is awarded to him/her, as a result of this solicitation, he/she will not advertise the award of the contract in his/her commercial advertising in such a manner as to state or imply that the Department of Veterans Affairs endorses a product, project or commercial line of endeavor.

(End of Clause)

C.6 VAAR 852.232-72 ELECTRONIC SUBMISSION OF PAYMENT REQUESTS (NOV 2012)

(a) *Definitions.* As used in this clause—

(1) *Contract financing payment* has the meaning given in FAR 32.001.

(2) *Designated agency office* has the meaning given in 5 CFR 1315.2(m).

(3) *Electronic form* means an automated system transmitting information electronically according to the

Accepted electronic data transmission methods and formats identified in paragraph (c) of this clause. Facsimile, email, and scanned documents are not acceptable electronic forms for submission of payment requests.

(4) *Invoice payment* has the meaning given in FAR 32.001.

(5) *Payment request* means any request for contract financing payment or invoice payment submitted by the contractor under this contract.

(b) *Electronic payment requests.* Except as provided in paragraph (e) of this clause, the contractor shall submit payment requests in electronic form. Purchases paid with a Government-wide commercial purchase card are considered to be an electronic transaction for purposes of this rule, and therefore no additional electronic invoice submission is required.

(c) *Data transmission.* A contractor must ensure that the data transmission method and format are through one of the following:

(1) VA's Electronic Invoice Presentment and Payment System. (See Web site at <http://www.fsc.va.gov/einvoice.asp>.)

(2) Any system that conforms to the X12 electronic data interchange (EDI) formats established by the Accredited Standards Center (ASC) and chartered by the American National Standards Institute (ANSI). The X12 EDI Web site (<http://www.x12.org>) includes additional information on EDI 810 and 811 formats.

(d) *Invoice requirements.* Invoices shall comply with FAR 32.905.

(e) *Exceptions.* If, based on one of the circumstances below, the contracting officer directs that payment requests be made by mail, the contractor shall submit payment requests by mail through the United States Postal Service to the designated agency office. Submission of payment requests by mail may be required for:

- (1) Awards made to foreign vendors for work performed outside the United States;
- (2) Classified contracts or purchases when electronic submission and processing of payment requests could compromise the safeguarding of classified or privacy information;
- (3) Contracts awarded by contracting officers in the conduct of emergency operations, such as responses to national emergencies;
- (4) Solicitations or contracts in which the designated agency office is a VA entity other than the VA Financial Services Center in Austin, Texas; or
- (5) Solicitations or contracts in which the VA designated agency office does not have electronic invoicing capability as described above.

(End of Clause)

C.7 VAAR 852.246-70 GUARANTEE (JAN 2008)

The contractor guarantees the equipment against defective material, workmanship and performance for a period of , said guarantee to run from date of acceptance of the equipment by the Government. The contractor agrees to furnish, without cost to the Government, replacement of all parts and material that are found to be defective during the guarantee period. Replacement of material and parts will be furnished to the Government at the point of installation, if installation is within the continental United States, or f.o.b. the continental U.S. port to be designated by the contracting officer if installation is outside of the continental United States. Cost of installation of replacement material and parts shall be borne by the contractor.

(End of Clause)

C.8 VAAR 852.246-71 INSPECTION (JAN 2008)

Rejected goods will be held subject to contractors order for not more than 15 days, after which the rejected merchandise will be returned to the contractor's address at his/her risk and expense. Expenses incident to the examination and testing of materials or supplies that have been rejected will be charged to the contractor's account.

(End of Clause)

Salient Characteristics

Demountable Walls

1) General

- a) Demountable walls located in the first-floor administrative office areas at the Mather Campus, in the new Building 650 Seismic Expansion and Renovation project, as shown in package drawings.
- b) All modular wall systems are unitized, movable, and non-progressive
- c) Compatible modular power shall be included and can terminate within the solid wall panel. Modular connections within solid walls shall be accessible for easy disconnection and reconnection to accommodate wall disassembly and reconfiguration.

2) Quality

- a) Complete installation shall have flat panel surfaces and tight, straight-line joints
- b) All elements shall assemble into a rigid structure.
- c) All panels shall be readily removable without disturbing adjacent panels.
- d) Panels and door units of like size shall be readily interchangeable
- e) The design shall permit complete rearrangement easily, quickly and economically with maximum reusability of materials
- f) Design must permit extension in two, three, and four-way conditions without removing adjacent units. Corner, three-way and four-way conditions shall permit furniture integration in all directions

3) Warranty Requirements

- a) Manufacturer will provide Warranty documents for building owner acceptance.
- b) The product will be free from defects in material and workmanship in normal use and service.
- c) Manufacturer will repair or replace any defective parts falling under a limited warranty for ten (10) years from the date of purchase and will be responsible for reasonable labor and shipping costs incident to repairing or replacing any such defective parts, subject to the exclusions set forth herein.
- d) Manufacturer will repair or replace, at manufacturer's option, any part of the product, or the entire product, that is defective in material or workmanship in normal use and service.

4) Technical Specification and Code Requirements

- a) Manufacturer shall certify that wall products have been tested in accordance with BIFMA X-5.6-2003 Section 6, and other applicable tests.
- b) Life Safety: Partitions shall be Class A non-combustible rated- wall panel flame spread to be 25 or less and "smoke develop" to be 100 or less as per ASTM E-84-00.
- c) Structural Transverse Load Test: Partitions shall be laboratory tested according to ASTM E-72-80 to prove that deflection will not exceed L/120 with a 5 pound per square foot uniform load applied uniformly over the surface of the panel. Certification shall be provided prior to products manufacture.
- d) All structural engineering work performed meets CBC2010. Proposal includes one submission of structural calculations and drawings.
- e) Sound Control: Flush partitions shall be designed for maximum sound control and shall provide a minimum STC of 40 when tested in accordance with ASTM E-90-90 by an approved testing laboratory.
- f) Provide Manufacturer Data Sheets regarding material components as required
- g) All submissions shall be submitted and approved prior to products manufacture.

5) Environmental Features

- a) Demountable wall system must integrate seamlessly and cleanly with existing and new buildings, helping to extend a building's life cycle. The walls' flexibility and superior construction mean they can be adapted and reused. A long life cycle is one of the single most important attributes of sustainability.
- b) Face-tiled walls support power, data and security cabling and components. The cavity is easily accessible for small additions, moves and changes without damage or waste.

- c) Expandable and flexible connections adapt to different building angles and curves, resulting in fewer parts and pieces and a more efficient use of real estate.
- d) Wall design allows for vertical stacking, to increase or decrease height initially or in the future.
- e) Horizontal support extrusions, placed anywhere on the face-tiled Walls, allow you to hang any new or legacy furniture, appliances and storage units.
- f) Uses non-toxic, water-based finishes that are easier on the environment than traditional finishes and help to maintain air quality and the health of employees.
- g) Sliding doors save real estate sprawl. Doors are non-handed, easily installed, have pneumatic slow-downs, are lockable and come in several styles and finishes. They can be easily reconfigured, dismissing the need to buy extras to suit a new location.
- h) Glass for butt-joint elevations and solid doors can be sourced locally. This eliminates shipping long distances and the attendant pollution.
- i) Packaging is kept to a minimum and designed for reuse. Company has a repatriation system in place to bring back and use packing materials again and again.
- j) Digital 3D design software that is intelligent, graphical and interactive to eliminate waste from human error and the need for mock-ups.
- k) Must have a graphical, proactive reconfiguration tool. The original space plan is inventoried as images in palettes. Each element is accounted for and noted allowing the designer to reuse all elements without error and with utmost efficiency.
- l) Must be reusable and recyclable at end-of-life.

6) Dimensions and Features

- a) Exact dimensions of existing wall conditions or hold-to dimensions for constructed walls to be built, will need to be established prior to production. Overall design schematic is per plans.
- b) Existing Ceiling Grid at 9'-0" AFF typical.
- c) Panel Units (Flush, Clerestory, or full glass) shall be available in 12", 18", 24", 30", 36", 42", and 48" widths, with end fillers available for complete and flush installation
- d) Partitions shall be 2 ¼" thick (+/- ¾") with narrow ½" recessed reveal at panel joints (+/- 1/16"), recessed ceiling channel and 4 ½" (+/- 1") extruded aluminum base trim projecting .080" from panel face (+/- ¼").
- e) Partition verticals shall be slotted both sides 1 ½" (+/- 1") on center to a height of 82" (+/- 6") and can receive furniture components directly.

7) Construction Method

- a) Panels
 - i) End Fillers: Constructed similar to flush panel unit and telescope into a spring-loaded wall channel with concealed sound and light seal at foreign wall.
 - ii) Flush Panel:
 - (1) Shall be two formed sheets of 20-gauge furniture grade steel – reinforced horizontally on approximate 12" centers – with solid reinforcements glued to each surface to provide ample rigidity to the panel face
 - (2) 18-gauge slotted vertical side members and 20-gauge panel faces to be bolted together by means of an internal anchor band and panel clips to form a rigid unitized panel.
 - (3) Entire panel unit shall be completely insulated with 2.5-pound density mineral wool
 - iii) Clerestory Panel:
 - (1) Flush Lower panel:
 - (a) Shall be two formed sheets of 20-gauge furniture grade steel – reinforced horizontally on approximate 12" centers – with solid reinforcements glued to each surface to provide ample rigidity to the panel face
 - (b) 18-gauge slotted vertical side members and 20-gauge panel faces to be bolted together by means of an internal anchor band and panel clips to form a rigid unitized panel.
 - (c) Entire panel unit shall be completely insulated with 2.5-pound density mineral wool
 - (2) Unitized Upper Clerestory Panel:

- (a) Designed to be attached to lower panel by means of an 18-gauge continuous slotted side members attached to the vertical glazing member
 - (b) Glass of a specified design, quality and ¼" thickness shall be furnished and factory glazed by the partition manufacturer and shall be set in vinyl glazing to provide firm retention and seal, without exposed screws.
- iv) Full Glass Panel
- (1) Top and bottom glazing members shall be formed of 20-gauge steel, reinforced with solid reinforcements and welded into a complete assembly.
 - (2) Vertical glazing legs to be assembled using an 18-gauge vertical post attached to a 20 gauge vertical glass rail. All vertical and horizontal glazing members will have a formed groove to accept ¼" thick glass.
 - (3) Horizontal and vertical glazing members are assembled around the glass insert and bolted together to form a complete unitized assembly.
 - (4) Glass of specified design, quality and 1/4" thickness shall be furnished and factory glazed by the partition manufacturer and shall be set in vinyl glazing to provide firm retention and seal.
 - (5) All panel tops to be formed in such a manner as to permit them to wrap around the recessed ceiling channel. Panels to interlock into the recessed ceiling channel by means of an adjustable jack post.
- v) Panel Alignment: Panel and door units shall be mechanically locked together by alignment clips precision fitted to slotted vertical side members. The alignment clips and side members shall be concealed by a recessed dual durometer vinyl drive trim providing a light and sound seal.
- b) Ceiling Channel
- i) Recessed – shall be one piece, 16 gauge steel, 2" deep, recessed from panel face and designed to provide +/-1" vertical adjustment and easy removal of panel.
 - ii) Shall be provided with continuous open cell light and sound seal at the ceiling and attached to the ceiling grid by means of non-damaging clips.
- c) Base
- i) Shall be .080 extruded aluminum approximately 4 ½" (+/- 1") high with a continuous and overlapping design.
 - ii) The base shall be installed individually from each side of the partition, and permit continuous lay-in wiring. The overlapping design shall allow the panels to compensate for floor irregularities.
- d) Floor Track
- i) The floor track to be continuous in design, manufactured of 18-gauge steel, incorporating a center groove that automatically centers the panels.
 - ii) The outer edges of the floor track are over bent to allow the base to form tightly to the face of the panel.

8) Door Requirements

- a) Frames
- i) Types: (13) full height single hinged, (1) full height double hinged, (1) Full height single sliding
 - ii) 18-gauge furniture grade steel, welded construction, with slip fit adjustable plinth at bottom to compensate for floor irregularities
 - iii) Standard frames shall be centerline units and have a continuous cushioned sound seal stop at head, hinge, and strike jambs. Sizes as shown on plans.
 - iv) Shall be mortised and reinforced to receive 1 ½ pair of 4 ½"x4 ½" ball bearing hinges and a 4 7/8" strike plate.
 - v) Door frame to be securely anchored within the ceiling channel by means of jack posts.
- b) Standard Door
- i) Types: Wood Flush, Wood Framed Glazed (Sliding)
 - ii) Finish: Laminate with ¼" clear tempered inset
 - iii) Materials: Wood, Steel, Aluminum

- iv) Door must possess a slim, unobtrusive design and must be able to install within five minutes and therefore require low maintenance.
- c) Hardware
 - i) Field installed commercial grade lever lockset and 1 ½ pair of 4 ½"x4 ½" ball bearing hinges.
 - ii) Hardware to be US26D finish unless otherwise specified.
 - iii) Hinges: Standard Hinge, Standard Double Hinge
 - iv) Sliding: Acme Sliding Track Device, locking pull with soft close.
 - v) Locks: BEST Locks, Keyed by VA
 - vi) non-mechanical door slow-down to avoid "slamming" of the door.
- d) Door system must match the rest of the wall system in powder-coat, anodized or veneer wrapped finishes.

9) **Electrical and Cabling**

- a) Electrical – Receptacles – Power panels and door frames to be supplied with boxes and flexible conduit whips to meet National Electrical Codes. Base access covers to be factory punched for power, data or communication. Base plinth, mounting brackets, power tracks, receptacles; pass thru cables, and ceiling infeeds included.
- b) Electrical – Switching - Door frames to be factory prepared for switches, 20 AMP device, and cover plate (less wire & wiring)
- c) Data – Hardwired Data includes (base plinth/prep in panel) & box (less faceplate, jacks, wire, and wiring) Wiring, devices, cover plates and installation of electrical, data and communication by others.

10) **Power**

- a) Shall consist of a 10-wire system with 4-4-2 circuits and 2 + 2 grounding. Electrical system must be capable of working with other manufacturers' products.
- b) Zone box to be 1" thick, suitable for any access floor or ceiling applications.
- c) Duplex chassis and receptacles shall not be pre-dedicated. They must be able to be easily switched to suit the conditions allow the user to select the circuit required.
- d) Extender cables from the power box to the end user must be available in 5', 10', 15' & 20' lengths. Connections are to be clearly denoted male to female without intermediary components required.
- e) Modular electrical systems shall have zone distribution boxes that are completely modular with no hardwire connections between electrical panel and system's duplex outlets. Cables shall have j-box option for hardwiring of any manufacturer's furniture power feed cable. Zone box power feed cables must be available in up to 190' lengths.
- f) Service module must sit flush and easily accessible in the access floor or wall tile.

11) **Technology Support**

- a) Flat screen (LED and LCD) technology, interactive tools, iPod docking stations and USB portals shall be available and shall integrate with the Wall plenum and remain accessible for technicians.
- b) Accessible cavity provides plenty of room for power, data, plumbing and medical gasses.
- c) Ventilation system is integral to the wall system for the cooling of integrated technologies.
- d) When technology changes – as it inevitably will – the Walls shall be ready to accept new components, wiring or wireless components.
- e) Horizontal support extrusions and brackets make electronic sit/stand solutions simple to implement and alter.

12) **Software Requirements**

- a) Layouts in software can be exported to Revit® for integration with architect and designer files and shared with stakeholders.

13) Surface Materials

- a) Glass: Glass of specified design, quality and 1/4" thickness shall be furnished and factory glazed by the partition manufacturer and shall be set in vinyl glazing to provide firm retention and seal.
- b) Laminate: Available in 16 standard laminate panel finishes as well as a markerboard finish (to include Wilsonart, Napal Teak 7209)
- c) Powder coat: Available in at least 15 standard powder coated colors
- d) Fabric and Vinyl: available as a possible finish option
- e) Surface Preparation: prior to finish application, exposed surfaces of the product are treated with a rust-inhibitive sealer.
- f) All selected finishes must be approved by VA Interior Designer

14) General Conditions for Product

- a) Ability to support any furniture now or in the future, at any point along the horizontal, with no additional blocking required. Each frame can support 700lbs per side, 1400lbs total. Flat screen TVs, work surfaces, overhangs, custom millwork, and artwork from any manufacturer can be accommodated.
- b) Ability to address various ceiling heights and aesthetics with removable skin and stack-on frames. This allows the stocking of "generic" wall panel frames in a standard height.
- c) A stack-on unit can then be added, along with the appropriate skin finish options to meet the needs of specific locations.
- d) The ability to order and/or to add to existing product technology, plumbing and to provide face tiles that are easily used to access internal areas of the walls for electrical and data reconfigurations.
- e) The ability to integrate with technology including racking, fans, integrated screens into the standard modular wall product.
- f) Parametric design permits manufacturing of unlimited width and heights to meet any specific condition.
- g) Adaptors or other mechanism must be available to accommodate interchanging components with other manufacturer's demountable wall products.

15) Installation

- a) Partitions shall be installed on top of finish flooring. If on carpeting, carpet grippers shall be furnished which permit installation of partition without damage to carpeting or flooring.
- b) Partitions shall be neatly fitted to building conditions, installed in a rigid and substantial manner, straight and plumb, with all horizontal lines level. Hardware shall be adjusted and left in proper working condition. All fastenings shall be completely concealed. Metal surfaces shall be cleaned and free from scratches or abrasions.

16) Miscellaneous

- a) Demountable walls are typically custom manufactured. As a result the dealer / vendor may be required to perform extensive work in relation to the design and specification of such products, including extensive CAD work.
- b) Product is guaranteed to be available for a minimum of 10 years after the first order entry.



STATEMENT OF WORK

Project: Building 650 Seismic Expansion Demountable Partitions
Project Address: VA Northern CA Health Care System - Sacramento
Building 650, First Floor
10535 Hospital Way
Mather, CA 95655

1. OVERVIEW

VA Northern California Healthcare System, (VANCHCS) ongoing projects on the **Mather Campus** emphasize principles and strategies for mobility, security and ergonomic features for staff in health care settings. The architecture and interior design embody environmental stewardship, use of natural lighting within spaces and organic materials when applicable.

2. OBJECTIVE

To purchase new **Demountable Wall Partitions** for the first-floor administrative open office areas at the Mather Campus, per included salient characteristics and drawings, that will meet VANCHCS' high-quality threshold while integrating excellent environmental stewardship. Full height partitions will provide physical security, acoustic privacy and the passage of daylight for the space, ensuring that the patient care providers can work efficiently in the space.

3. CONTRACT TASKS/REQUIREMENTS

- 3.1 Supplier shall be familiar with VA campuses and various VA Outpatient Clinics, regulations, loading dock locations and hours of operations.
- 3.2 Supplier must provide Proof of Insurance.
- 3.3 Supplier receiving/storage facility must meet all building requirements including but not limited to sprinkler, secure, safe, environmental controls – not to void furniture warranties. Supplier must notify VA of specific location of any or all stored furniture.
- 3.4 Supplier shall have trained personnel in various systems furniture and free standing furniture assembly, being certified by the manufacturer.
- 3.5 Supplier shall provide all necessary materials, equipment, labor, supervision, and Management to: (A) coordinate delivery; (B) load and unload; (C) place/install in designated rooms/locations; (D) assemble items as required; (E) secure as designated; and (F) properly dispose of all associated packing/crating materials outside the VA premises.
- 3.6 Supplier shall verify space and dimensions of rooms in buildings to receive furniture prior to start of work. Verification is required to ensure adequate space for assembly and installation services and that actual dimensions are equal to drawn.
- 3.7 Coordinate installation/delivery date with VA Point of contact (POC) to occur at the convenience of the Government.
- 3.8 Supplier shall provide Project Management/Lead Supervisor, Client Representative, Installers and Service Technician when servicing the VA.

STATEMENT OF WORK



4. PROTECTION OF PROPERTY

- 4.1 Supplier shall protect all items from damage. The Supplier shall take precaution against damage to the buildings, grounds and furnishings. The Supplier shall repair or replace any items related to buildings or grounds damaged accidentally, or on purpose due to actions by the Supplier, utilizing materials of the same quality, size, grade and color, to match existing work.
- 4.2 The Supplier shall perform an inspection of the buildings and grounds with the POC prior to commencing work. To insure that the contractor shall be able to repair or replace any items, components, buildings or grounds damaged due to negligence and/or actions taken by the Supplier. The source of all repairs beyond simple surface cleaning is the facility construction contractor (or appropriate subcontractor), so that building warranty is maintained. Concurrence of the POC is required before the Supplier may perform any significant repair work. In all cases, repairs shall utilize materials of the same quality, size, texture, grade and color to match adjacent existing work.
- 4.3 The Contractor shall be responsible for security of the areas in which the work is being performed prior to completion. The Supplier shall maintain accountability and control of any keys provided, and shall return them to the POC upon completion of the work.
- 4.4 Supplier shall provide floor protection while working in all VA facilities. All material handling equipment shall have rubber wheels.

5. DELIVERY

- 5.1 Supplier shall contact the POC at least 5 working days prior to start of work/shipping to ensure that the Building is ready for install.
- 5.2 The Supplier shall confirm the scheduled installation date no less than 15 working days prior to start of installation to ensure that all parts have been received and in good condition. VA will confirm that space will be made available at installation start date.
- 5.3 In the event there is a delay in delivery, Supplier must notify the VA POC immediately.
- 5.4 Supplier shall provide the POC with scheduled date and time that the delivery truck will be arriving at least 24 hours minimum.
- 5.5 Supplier must ensure that the driver of the delivery vehicle has copies of the delivery order and shall not attempt to deliver any items before the scheduled delivery date.

STATEMENT OF WORK



6. RECEIVE AND UNLOAD

- 6.1 Supplier shall start assembling and installing items in rooms upon scheduled and coordinated delivery with POC. Keep evening/weekend installations outside of this timeframe as necessitated by location, provided they have received the prior approval of the POC.
- 6.2 If the Supplier is unable to complete the assembly and placement of all unloaded items before the end of the workday, the Supplier will be responsible for moving these items to a secure location, until the next available workday. The Supplier will be responsible for moving the items from the overnight storage site to its designated position in the building.
- 6.3 The Supplier shall verify and inspect all items both at time of receipt at off-site storage warehouse and upon arrival to the VA site. **Any and all deficiencies (damage/overage/shortage) shall be brought to the attention of the POC.**
- 6.4 Supplier shall repair or coordinate for replacement of damaged, defective, or missing items.

7. ASSEMBLY AND INSTALL

- 7.1 Supplier shall uncrate all items received and perform all required assembly in accordance with the manufacturers' instructions.
- 7.2 Supplier shall place items in building(s) as identified in the contract and rooms in accordance with the spreadsheets and/or design drawings or specifications by the POC.
- 7.3 All furniture, equipment and accessories shall be level, plumb, square, and in proper alignment with adjoining furniture. Furnishings shall be securely attached to the building where applicable. The Supplier will provide light bulbs, and plug in lights to ensure all fixtures are working properly.
- 7.4 Supplier shall complete installation of furnishings under this statement of work in the time period specified and agreed upon. The Supplier shall coordinate jobs with last minute changes instigated by the users to be approved by POC.
- 7.5 Supplier shall inspect to ensure that the furniture is free of surface dirt, clean and polished, free of defects, and that the installation is complete and ready for use.
- 7.6 The Supplier shall do a final walkthrough with POC and provide a punch list before releasing crew for the day.
- 7.7 The Supplier shall complete installation within 14 calendar days from start of installation.
- 7.8 Installation shall be conducted during NON-BUSINESS hours (4:30pm-8am) Monday-Friday as to not interfere with direct patient care, unless by the expressed written consent of the VA Interior Designer. Supplier may work on weekends during the day, with 15 days advance written notice.

STATEMENT OF WORK



8. QUALITY CONTROL

- 8.1 Supplier will be responsible for the removal and disposal of all trash/debris connected with uncrating and assembling furniture and other items installed under this contract. Final Acceptance from the Contractor will not occur until **all** debris connected with furniture installation is removed from the VA site.
- 8.2 Recyclable products shall be disposed of in accordance with applicable statutes, in respective containers. The contractor is responsible for providing trash containers at an off-site location.
- 8.3 Packing materials will not be stored in the buildings for any period exceeding 24 hours.
- 8.4 Personal trash (food wrappers, drink containers, etc.,) shall be removed from the site on a daily basis by the Supplier.

9. CONTACT HOURS

- 9.1 The normal work hours will be business hours (7:30-4:30) Monday-Friday. The Government has the option to modify the normal work week, days and hours, as necessary for the accomplishment of VANCHCS mission. When additional hours may be needed to accomplish the job the POC must approve prior to work and be on-site for after hour supervision.

10. RECORDS MANAGEMENT

- 10.1 Citations to pertinent laws, codes and regulations such as 44 U.S.C chapters 21, 29, 31 and 33; Freedom of Information Act (5 U.S.C. 552); Privacy Act (5 U.S.C. 552a); 36 CFR Part 1222 and Part 1228.
- 10.2 Contractor shall treat all deliverables under the contract as the property of the U.S. Government for which the Government Agency shall have unlimited rights to use, dispose of, or disclose such data contained therein as it determines to be in the public interest.
- 10.3 Contractor shall not create or maintain any records that are not specifically tied to or authorized by the contract using Government IT equipment and/or Government records.
- 10.4 Contractor shall not retain, use, sell, or disseminate copies of any deliverable that contains information covered by the Privacy Act of 1974 or that which is generally protected by the Freedom of Information Act.
- 10.5 Contractor shall not create or maintain any records containing any Government Agency records that are not specifically tied to or authorized by the contract.
- 10.6 The Government Agency owns the rights to all data/records produced as part of this contract.
- 10.7 The Government Agency owns the rights to all electronic information (electronic data, electronic information systems, electronic databases, etc.) and all supporting documentation created as part of this contract. Contractor must deliver sufficient technical documentation with all data deliverables to permit the agency to use the data.
- 10.8 Contractor agrees to comply with Federal and Agency records management policies, including those policies associated with the safeguarding of records covered by the Privacy Act of 1974. These policies include the preservation of all records created or received regardless of format [paper, electronic, etc.] or mode of transmission [e-mail, fax, etc.] or state of completion [draft, final, etc.].

STATEMENT OF WORK

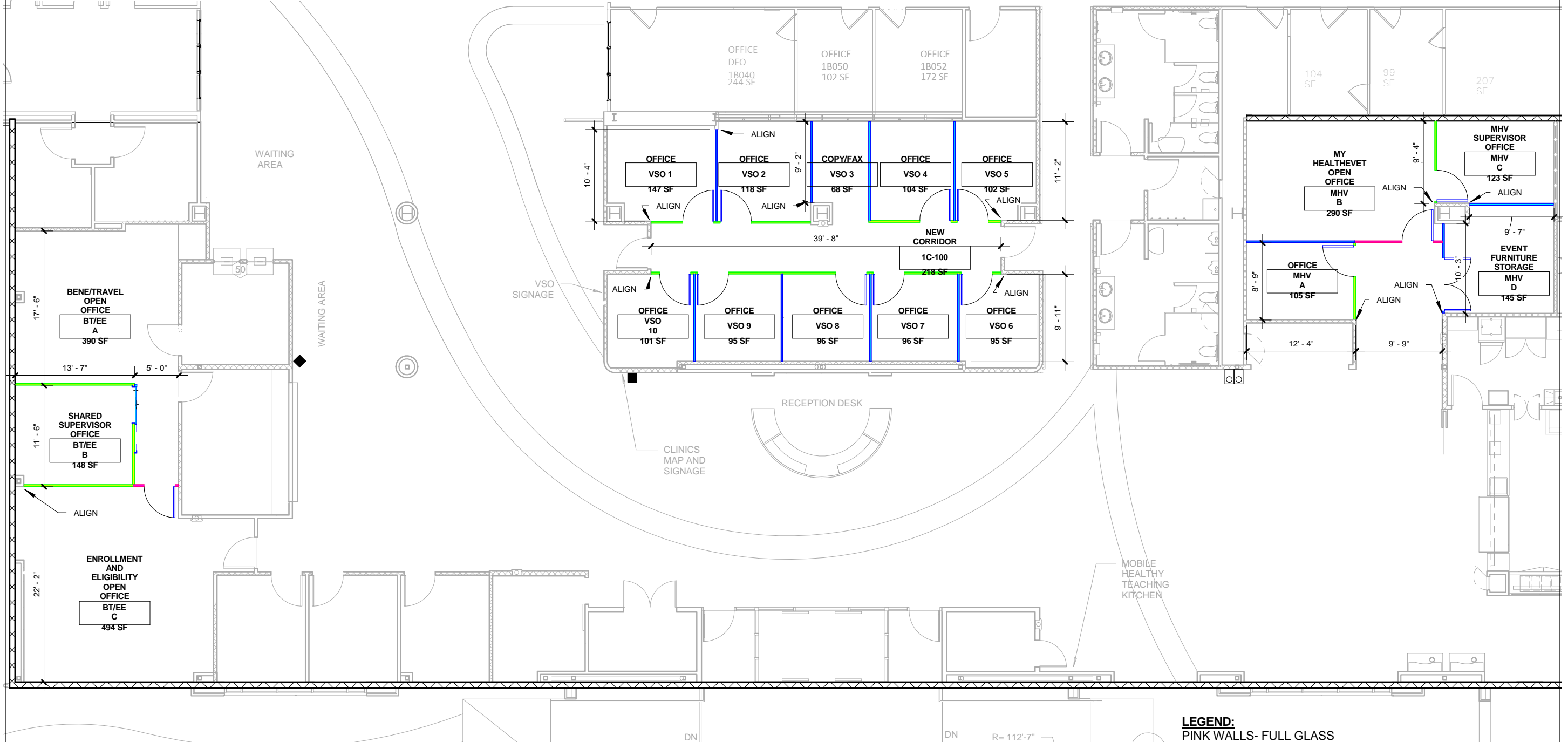


- 10.9 No disposition of documents will be allowed without the prior written consent of the Contracting Officer. The Agency and its contractors are responsible for preventing the alienation or unauthorized destruction of records, including all forms of mutilation. Willful and unlawful destruction, damage or alienation of Federal records is subject to the fines and penalties imposed by 18 U.S.C. 2701. Records may not be removed from the legal custody of the Agency or destroyed without regard to the provisions of the agency records schedules.
- 10.10 Contractor is required to obtain the Contracting Officer's approval prior to engaging in any contractual relationship (sub-contractor) in support of this contract requiring the disclosure of information, documentary material and/or records generated under, or relating to, this contract. The Contractor (and any sub-contractor) is required to abide by Government and Agency guidance for protecting sensitive and proprietary information.

Attachment 3

NOTES:

1. NO ATTACHMENTS TO THE ROOF DECK IS ALLOWED, UNISTRUT IS AVAILABLE FOR SEISMIC BRACING.
2. HEIGHT TO UNISTRUT: 17'-0" AFF AT NORTH OF BUILDING, 16'-0" AFF AT SOUTH OF BUILDING, SLOPED BETWEEN.
3. HEIGHT OF SUSPENDED CEILING GRID: 9'-0" AFF
4. POWER/DATA WILL BE SOURCED/AVAILABLE FROM ABOVE THE CEILING GRID
5. ALL WORK IS ON GROUND FLOOR
6. FRONT DOOR OPENS TO DROP-OFF-LOOP AND MAY BE COORDINATED FOR DELIVERY USE.
7. DIMENSIONS SHOWN ARE FOR ESTIMATING PURPOSES ONLY. VERIFY DIMENSIONS IN FIELD PRIOR TO ORDER, MANUFACTURE, AND INSTALLATION.



① Level 1 Demountable
3/32" = 1'-0"

LEGEND:
 PINK WALLS- FULL GLASS
 GREEN WALLS- LAMINATE PANEL WITH GLASS CLERESTORY
 BLUE WALLS- LAMINATE PANEL



www.autodesk.com/revit

VA Northern California
 Bldg 650 Expansion

| No. | Description | Date |
|-----|-------------|------|
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| | | |
| | | |
| | | |

| DEMOUNTABLE WALL PLAN | | |
|-----------------------|-----------|---------------------|
| Project number | 612-126 | A102 |
| Date | 1/18/2018 | |
| Drawn by | C.PEREIRA | Scale 3/32" = 1'-0" |
| Checked by | Checker | |

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