

**SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30**

1. REQUISITION NO. PAGE 1 OF 38

2. CONTRACT NO. 3. AWARD/EFFECTIVE DATE 4. ORDER NO. 5. SOLICITATION NUMBER 6. SOLICITATION ISSUE DATE  
 36C25818Q9587 08-10-2018

7. FOR SOLICITATION INFORMATION CALL: a. NAME April Graves b. TELEPHONE NO. (No Collect Calls) 602-795-4475 8. OFFER DUE DATE/LOCAL TIME 08-31-2018 4:00pm AZ

9. ISSUED BY CODE Department of Veterans Affairs NCO22-Gilbert Network Contracting 777 E. Missouri, Suite 300 Phoenix AZ 85014  
 10. THIS ACQUISITION IS  UNRESTRICTED OR  SET ASIDE: 100 % FOR:  SMALL BUSINESS  WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM NAICS: 238290  HUBZONE SMALL BUSINESS  EDWOSB  SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS  8(A) SIZE STANDARD: \$15 Million

11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED  SEE SCHEDULE 12. DISCOUNT TERMS 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)  13b. RATING N/A 14. METHOD OF SOLICITATION  RFQ  IFB  RFP

15. DELIVER TO CODE Department of Veterans Affairs New Mexico VA Healthcare System 1501 San Pedro SE Albuquerque NM 87108  
 16. ADMINISTERED BY CODE April Graves Department of Veterans Affairs NCO22-Gilbert Network Contracting 777 E. Missouri, Suite 300 Phoenix AZ 85014

17a. CONTRACTOR/OFFEROR CODE FACILITY CODE 18a. PAYMENT WILL BE MADE BY CODE  
 This is accomplished through the Tungsten Network located at: <http://www.fsc.va.gov/einvoice.asp>  
 This is mandatory and the sole method for submitting invoices.  
 PHONE: FAX:

17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER  18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED  SEE ADDENDUM

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES See CONTINUATION Page	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	See Statement of Work				
(Use Reverse and/or Attach Additional Sheets as Necessary)					

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  ARE  ARE NOT ATTACHED.  
 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA  ARE  ARE NOT ATTACHED

28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN \_\_\_\_\_ COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED  29. AWARD OF CONTRACT: REF. \_\_\_\_\_ OFFER DATED \_\_\_\_\_ YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN IS ACCEPTED AS TO ITEMS:

30a. SIGNATURE OF OFFEROR/CONTRACTOR 31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)  
 30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT) 30c. DATE SIGNED 31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) Nathan A. McCoy VA-VHA-SAOW-06C0452D 31c. DATE SIGNED

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## SECTION B - CONTINUATION OF SF 1449 BLOCKS

### B.1 CONTRACT ADMINISTRATION DATA

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

a. CONTRACTOR:

b. GOVERNMENT:

April Graves  
Contracting Officer 36C258  
Department of Veterans Affairs  
NCO22-Gilbert Network Contracting  
777 E. Missouri, Suite 300  
Phoenix AZ 85014

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.

This is accomplished through the Tungsten Network located at: <http://www.fsc.va.gov/einvoice.asp>

This is mandatory and the sole method for submitting invoices.

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

AMENDMENT NO	DATE

### B.2 STATEMENT OF WORK

**Scope of Work**  
**Transaction: 501-19-1-655-0003**

<p><b>MAINTENANCE, REPAIR, AND EMERGENCY SERVICE CONTRACT FOR THE NMVAHCS FACILITY ELEVATORS AND DUMBWAITER</b></p>
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1. **MAINTENANCE, REPAIR, AND EMERGENCY SERVICE**

**A.**        **The services of a contractor are required for** the maintenance and repair of thirteen (13) passenger elevators, five (5) service elevators, and one (1) dumbwaiter at the New Mexico Veterans Affairs Health Care System (NMVAHCS) located at 1501 San Pedro Dr. SE, Albuquerque, NM 87108. The elevators to be serviced are identified in the Schedule of Elevators and Dumbwaiter. The 5-year service contract shall commence immediately upon contract award for one (1) base year and continue with four (4) option years, thereafter, upon satisfactory performance of the contract.

**B.**        **Scope of Work**

1. The Contractor shall furnish all material, labor, lubricants, hydraulic fluids, supervision, tools, shipping, travel, and equipment necessary to provide full maintenance, repair, and emergency services, including all adjustments, tests, parts replacement and repairs necessary to keep the elevators in continuous use at their initial performance ability (same speed, capacity, safety and efficiency) as originally specified by the equipment manufacturer and/or as modified thereafter. All adjustments, repairs, modifications, safety tests, and all other tests and inspections must conform to the manufacturer guidelines, CEOSH, VA TIL specs (<https://www.cfm.va.gov/til/dManual/dmElev.pdf>) and/or the following industry standards, as applicable, whichever is more stringent:
  - a. ASME A17.1 Safety Code for Elevators and Escalators, latest edition.
  - b. ASME A17.2 Inspectors' Manual for Elevators and Escalators, latest edition.
  - c. ASME A17.3 Safety Code for Existing Elevators and Escalators, latest edition.
  - d. ANSI/NPA 70 National Electric Code, latest edition.
  - e. The Joint Commission Accreditation Performance Standards, latest edition.
  - f. Manufacturer's requirements and specifications on inspection, maintenance, and operation of each elevator and dumbwaiter.
2. It is the intent of the NMVAHCS to have the Contractor on site a minimum of once a week performing routine maintenance and service on all the Elevators and Dumbwaiter to minimize additional requirements for repairs of the elevators and dumbwaiter and to minimize Emergency Calls. This service shall include in any repairs or adjustments necessary to return the elevator to service. Provide onsite Point of Contact phone number for technician dispatched.
3. The Contractor shall provide a cost in the Price Schedule for Maintenance and Repair Service. The Contractor shall estimate to be on site a minimum of one (1) time per week to perform Maintenance on each elevator. One (1) hour per week for each passenger elevator, two (2) hours per week for each service elevator, and two (2) hours per week for each dumbwaiter. The Contractor shall include in the monthly invoice a breakdown of work performed showing the quantity of hours spent along with the hourly rate.
4. The Contractor shall provide a cost in the Price Schedule for Emergency Service. The Contractor shall estimate to be on site one (1) time per week to perform Emergency Service. The Contractor shall include in the monthly invoice a breakdown showing the quantity of hours spent for each call throughout the course of the month along with the hourly rate.
5. The Contractor shall provide a cost in the Price Schedule for Service Outside Normal Maintenance. The Contractor shall estimate to be on site a minimum of two (2) times per year to perform upgrades and improvements to the elevators to extend their lives and improve performance. The Contractor shall include in the monthly invoice a breakdown showing the quantity of hours spent for each call throughout the course of the month along with the hourly rate.

6. Contractor shall have in his possession throughout the term of the contract all diagnostic equipment necessary to fully maintain, test, repair, adjust or reprogram the systems.
  7. The Contractor shall post a check chart for each elevator and dumbwaiter in each machine room in a conspicuous place, with reference noting posting location in the elevator cabin. This check chart shall list each elevator component-showing schedule of manufacturer's recommended frequency of inspection of each component on a weekly, semi-annually, annually or other frequency. Entries shall be made to indicate the status of schedule items of maintenance work performed. The check chart shall be kept up to date at all times and must be initialed and dated by the Contractor's employee to indicate that the work has been accomplished. Check chart shall be available for review at the COR's request and the Contractor will physically show the COR the completed work on request. An electronic MSWord or Excel version compatible with Windows 7.0 is acceptable if available to the COR or his designee at all times. All preventive maintenance for each contract year shall be listed in a chart and provided to the COR for tracking of performance and reviewed with the contract representative regularly.
  8. The Contractor shall attach tags after testing as specified by Code, such as at the governor-releasing carrier, and oil buffer, etc. Note: The Contractor shall post the last date and location of the test inspection document on a small stainless steel plate or otherwise readily available for review inside the elevator.
  9. Safety tests and other tests and inspections shall be performed by the Contractor. Contractor shall perform all safety tests and other tests and inspections as recommended and required by ASME A17.1 LATEST EDITION AND ANSI/ASME A17.2 LATEST EDITION. All elevators provided with firefighters' service shall be subjected monthly to Phase I recall and a minimum of one floor operation on Phase II to assure the system is maintained in proper operating order in accordance with A.S.M.E./A17.1. A written Monthly Elevator Fire Service Test Log shall be made by the Contractor and submitted to the COR or his designee. Testing shall be done on weekend, holidays or the hours before 6:30 AM or after 6:30 PM, at no additional cost to the Medical Center.
  10. All tests or inspections that will remove the elevator and dumbwaiter from normal operation shall be scheduled in advance with the Electric Shop Supervisor or his designee, and signage noting down times/dates shall be posted at all elevator lobby control panels.
  11. The Contractor shall inspect and test the elevator recall, shunt trips and associated detectors per the Joint Commission Annual Fire Alarm requirements. The Contractor shall schedule the inspection and test with the Electric Shop Supervisor thirty (30) days prior to inspecting and testing the elevators.
  12. After completion of the required tests, submit document with information to the COR or his designee. Clean-up all work areas and properly dispose of all waste materials in a permitted facility off-campus
  13. The Contractor shall be licensed and insured to perform the work throughout the contract. All work shall be performed by mechanics and helpers certified by the International Union of Elevator Constructors. Proof of personnel certification shall be furnished to the Contracting Officer with the Offeror's proposal by the due date specified on the SF1449, block 8. A certified mechanic will be with a helper at all times when helper is performing maintenance.
- C. An adequate supply of spare parts shall be maintained at all times to ensure prompt preventive maintenance and repair services.**
- D. Contractor shall have all maintenance tickets signed by the NMVAHCS Electric Shop Supervisor or his designee. The Contractor shall check-in with the facility Energy Plant located in Building No. 43 anytime on station.**
- E. The following performance levels shall be maintained at all times:**

1. Contract speed and brake to brake flight time shall be maintained as originally installed and adjusted.
2. Leveling accuracy shall be maintained at all times.
3. Opening and closing times, door close torques of all cars shall at all times be maintained within the limits of ASME A17.1 Code with a minimum of stand open time consistent with traffic demands at each floor.
4. Door reversal on all elevators equipped with mechanical safety shoes shall always be initiated with the stroke of the shoe. Ensure all electric eyes or door detectors are working at all times.
5. Variable car and hall door open times shall be maintained in accordance with original field adjustments. Deviations from this will not be permitted unless requested and/or approved by this NMVAHCS Electric Shop Supervisor or his designee.
6. Upon satisfactory completion of this or subsequent readjustments, a computerized elevator analyzer or similar type event recorder shall be utilized to accurately record the hall waiting time at each landing and other data necessary to establish that the system is operating at peak efficiency. Results shall be submitted and be labeled as to floor, time, date and identification of all other data and shall be delivered together with an analysis of the tapes/disks to the NMVAHCS Electric Shop Supervisor or his designee.

**F. The Contractor shall furnish all labor and supplies, parts and materials necessary to regularly and systematically clean, examine, adjust, lubricate as required and if conditions warrant, repair or replace, as follows:**

1. Machine, worm, gear, thrust bearings, drive sheave, drive sheave shaft bearings, brake pulley, brake coil, brake contact, brake linings and component parts.
2. Machine motor, motor generator, motor windings, rotating element, commutator, brushes, brush holders and bearings.
3. Controller, selector and dispatching equipment, all relays, solid state components, resistors, condensers, transformers, contacts, leads, dashpots, time devices, computer devices, CRT devices, selector tape or wire and mechanical and electrical driving equipment.
4. Governor, governor ropes, governor sheave and shaft assembly, bearings, contacts, and governor jaws.
5. Deflector or secondary sheave, bearings, car and counterweight buffers, car and counterweight guide rails, top and bottom limit switches, governor tension sheave assembly, compensating sheave assembly, counterweight guide shoes including rollers or gibs.
6. Hoist way door interlocks, hoist way door hangers, bottom door guides and auxiliary door closing devices.
7. Automatic power operated door operator, car door hanger, car door contact, door protective devices, load weighing equipment, car frame, car safety mechanism, rope grippers/brakes, platform, wood platform flooring, car guide shoes including gibs and rollers.
8. Car operating panel(s) and equipment, hall lanterns, hall buttons and signal devices.
9. Cab door frames and sills, inspect/clean/service elevator door tracks, interior floors, rails, and lighting.
10. Where applicable to hydraulic elevators and dumbwaiter include cylinder head, plunger exposed surfaces, plunger gland and packing, pumps, exposed piping, fittings and flexible pipe connections, operating controls, check and relief valves, valves, gages and tanks.

11. All parts and materials shall be of the original manufacturer's design and specification, or equal thereto. All lubricants shall be as recommended by the manufacturer.
12. The Contractor shall maintain material Safety Data Sheets for all chemicals and cleaning materials. The Contractor shall remove all chemicals and excess materials from the facility. The Contractor shall maintain and keep the work areas in a clean professional manner. All waste must be handled, packaged, transported, and disposed of per federal, state, and local regulations.

**G. The Contractor shall also:**

1. Examine periodically all safety devices and governors and conduct an annual no load safety test and each fifth year perform a full load, full speed test of safety mechanism, overhead speed governors, car and counterweight buffers. If required, the governor will be calibrated and sealed for proper tripping speed. The full load test shall be performed in the base year of the contract, completed within sixty (60) days of contract award.
2. Maintain an adequate factor of safety, to equalize the tension on all hoisting ropes, repair and replace conductor cables and hoist way and machine room wiring.
3. Keep car emergency light units in an operable condition at all times, test special emergency (fireman's service) service and emergency power circuits, where provided in accordance with Code requirements.
4. Furnish lubricants specified to the various lubrication needs. Properly dispose of waste oil at an off-campus permitted waste disposal or recycling facility.
5. Maintain a supply of contacts, coils, leads, brushes, lubricants, wiping cloths and other minor parts in each machine room for the performance of routine preventative maintenance.
6. Maintain a complete set of current, legible schematic wiring diagrams in each elevator machine room for each elevator contained therein. To the extent that any of the required schematic wiring diagrams are not available at the time of contract award, it will be the responsibility of the Contractor to provide same at no cost to the Medical Center.
7. The Contractor shall maintain a full, legible service log in each machine room and a complete, orderly chronological file including drawings, complete part lists, and copies of all service reports (e-mailed to COR). The log shall list the date and time of all maintenance service performed. Each trouble call shall be fully described, including the nature of the call necessary service performed and any parts replaced. Service file shall be made available for inspection upon request, and a copy of the complete file furnished to NMVAHCS during the first week of the last month of the normal contract term. Post signs in all elevator cabs to include emergency phone numbers and protocol for reacting if elevators fail while personnel are in them.
8. The Contractor shall maintain a separate maintenance record on each elevator and dumbwaiter. The maintenance record shall be kept in the elevator equipment room and shall be readily available for inspection by the COR or designee. The maintenance record is the property of the government and shall be turned over to the Government at the end of the contract. The maintenance record shall be a chronological file that includes the following information:
  - a) Date.
  - b) Nature of work (i.e. SERVICE or call back).
  - c) Description of work performed (contractor should be brief and concise).
  - d) Any indication of problems experienced.
  - e) Initial or signature of mechanics performing work.
9. The Contractor shall instruct his personnel that when they perform work under this contract, they shall comply with the following procedures:
10. Upon arrival at the station, the Contractor shall check in with the Energy Plant so that the NMVAHCS will be aware of the Contractor's presence at the facility at all times.

- a) Upon each departure, prior to Contractor departing VA Campus, Contractor will serve notice of disposition of work to the NMVAHCS Electric Shop Supervisor or designee or after-hours to the Energy Plant on-call staff. In addition, the contractor shall furnish the Electrical Shop Supervisor or his designee a copy of a work order, service sheet or other such written notification of services performed. E-logs of work summary must also be provided to the COR. Such reports shall include the following information:
- i. Name and address of contractor
  - ii. Name of contractor employee(s) performing the work
  - iii. Date(s) work performed and hours spent.
  - iv. Brief description of work performed, including SERVICE's and identification of equipment worked on.
  - v. Signature of contractor's employee(s) and signature of Electrical Shop Supervisor or designee.
  - vi. If the report is not submitted it will indicate that no inspection or maintenance was performed and payment may be withheld and/or delayed.

11. The Contractor shall check out with the Energy Plant regardless of any other contacts made.
12. Quarterly clean hoist way including all equipment located in or moving through the hoist way, car top, car sling, safeties, appliances, pits, sills, door tracks and hangers. Clean and paint as needed machine room floors.

**H. No device shall be acceptable that will not give full satisfaction** without excessive maintenance and attention. If it becomes evident during guarantee period that device is not functioning properly or in accordance with manufacturer's or specification requirements, or if in the opinion of Contracting Officer, excessive maintenance and attention must be employed to keep device operational, device shall be removed and new device meeting all requirements shall be installed as part of work until satisfactory operation of installation is obtained. Period of guarantee shall start a new for such parts from date of completion of each new installation performed, in accordance with foregoing requirements. Any components which may have suffered substantial life cycle reduction or damage due to redundant failure shall also be provided with extended guarantees.

**I. Work excluded:** The following work is specifically excluded from this contract, unless otherwise approved under Services Other than Normal Maintenance.

1. Repair or replacement made necessary due to negligence or misuse of the equipment by persons other than the Contractor, his representatives or his employees. The Contracting Officer (CO) must approve in advance any extra charge work attributed to vandalism or misuse. No invoice will be paid without prior approval. Any repairs due to misuse or negligence shall be billed according to the labor rate specified in the pricing schedule. Parts will be billed at actual invoiced cost.
2. Installation of new attachments, which may be required or recommended by insurance agencies or Government Authorities.
3. Repairs or replacement of cab enclosure, hoist way enclosures, or machine room lighting.
4. Replacement of underground hydraulic piping or hydraulic cylinder.
5. For the purpose of clarification, any item not specifically excluded shall be considered the Contractor's responsibility.
6. All travel costs associated with the performance of this contract are the responsibility of the contractor and are provided at no additional cost to the Government as part of this contract. Travel costs are defined as but are not limited to time and vehicle costs for personnel in travel to and from job site for all duties outlined in this specification, normal shipping charges on any parts or materials covered by



this contract, costs associated with the normal shipping of parts or equipment out for repair that are covered under this contract, etc.

**J. Except for emergency service, the Contractor shall perform all work during regular working hours** of regular working days 7:00 a.m. to 3:30 p.m. not excluding Federal holidays, unless specifically instructed otherwise by the COR.

1. Emergency Callback Service shall be provided 24 hours a day, seven days per week, as requested by the M&O Section Chief and/or Engineering Service Chief.

**K. The Contractor shall provide callback services** for each elevator and dumbwaiter as follows: Callback service is defined as requests for each individual elevator and/or dumbwaiter, either during or after normal working hours, to correct any elevator problem or condition, which needs attention. Callbacks during normal working hours consists of responding to NMVAHCS to each individual elevator service call and take corrective action at the site within 30 minutes for passenger entrapments, 1.5 hours for all other service calls. Callbacks are not to take time away from preventive maintenance and other requirements required under this contract, equipment malfunctions shall be corrected the same day that the service call was issued. If circumstances beyond the contractor's control preclude resolution of the problem that day, the COR must be notified with an explanation of the delay. There shall be no more than 6 callbacks per month when averaged over a six-month period, which is the acceptable rate of callbacks. Failure to maintain an acceptable rate of callbacks will be grounds to initiate termination for default.

1. The Contractor shall have service ticket on each service call signed by COR or designee. Service ticket shall identify the respective piece of equipment, description of problem, description of corrective measures taken and date and time unit was returned to regular service. Service tickets for overtime or extra charge work must be signed and a copy left with the COR. Failure to do so will result in non-payment for extra charge work. Contract representative will monthly require validation of logs, repairs, and service completions.
2. Emergency service authorized by the COR, which occur after the normal hours of operation, shall be accomplished at the overtime-hourly rates specified in the pricing schedule. The Medical Center will be responsible for premium portion of the overtime rate only. All overtime service calls shall be handled by one mechanic only unless approved in advance by the COR. If regular timework must be carried over and the Contractor wishes to continue to work beyond the Medical Center's normal hours of operation, authorization for overtime work must be obtained from the COR before proceeding.
3. Medical Center shall not be responsible for incidental charges including, but not limited to, parking, tolls, mileage, phone, etc., on straight time or overtime work.
4. Contractor shall notify the NMVAHCS Energy Plant or designee by telephone or in person after completion of each emergency service call.

**L. Under no circumstances will any shutdown or breakdown last longer than five (5) working days** (40 working hours), from initial notification to the Contractor, without prior approval of the COR.

**M. All tests, inspections, or maintenance repairs that will remove an elevator from service shall be scheduled in advance with the COR.**

**N. The Contractor shall comply with the following procedures** when an elevator is removed from service for any reason:

1. Notify Engineering Service, Electrical Shop Supervisor, either by phone (505) 265-1711 Ext.TBD, or in person, before removing elevator from service. If work requires more than one-day, daily notification will be made. Notify Engineering Service when placing the elevator back in service.

Contractor's employees shall turn in Elevator Report Forms, which will furnish the information to the Electric Shop Supervisor, Engineering Service.

**O. The Contractor shall immediately notify the COR** in writing of the existence or the development of any defects in, or repairs required to, the elevator, which the Contractor considers are not covered by the contract and shall furnish a written estimate, when requested, of the cost. Final determination of responsibility will be by mutual agreement between the COR and the Contractor.

**P. When planned work requires an elevator to be taken out of service, the Contractor is requested, when possible, to use the Federal holidays listed below.**

New Year's Day  
 Washington's Birthday  
 Martin Luther King's Birthday  
 Memorial Day  
 Independence Day  
 Labor Day  
 Columbus Day  
 Veterans Day  
 Thanksgiving Day  
 Christmas Day

**Q. Inspection**

1. All passenger and service type elevators shall be inspected weekly; a minimum of one hour per elevator per inspection is required. Inspections shall be made each week. If a holiday falls on the scheduled day of inspections, the required inspection will be performed on the following workday. Records of inspection shall be submitted to Contracting Officer's Representative (COR) on the date performed.
2. All freight type elevators and dumbwaiters shall be inspected twice monthly; a minimum of one and one-half hours per elevator and three quarters of an hour per dumbwaiter per inspection is required. Inspections will be two weeks apart or sooner if deemed necessary by the government or the contractor. Records of inspections shall be submitted to the COR on the date performed.
3. The Contractor shall perform inspections of the elevators and dumbwaiter required by the National American Standard Safety Code for Elevators and Escalators (Latest Edition). Upon completion of a routine inspection, the Contractor will be furnished with an inspection report listing deficiencies for which he is responsible to repair within 30 days. The contractor shall contact the COR or his designee for items marked emergency for further direction. Under no circumstances, will the Contractor allow reported deficiencies to go uncorrected beyond the contract period.
4. The Contractor shall provide all labor and material to perform work in accordance with ASME A17.1, ASME A17.2, ASME A17.3, and ANSI/NPA 70 standards for annual, 6 months, and five-year (traction only) inspections and tests. The Contractor shall propose a schedule to the COR within fourteen (14) days of contract award ensuring the five (5) year test is performed in the base year within sixty (60) days of contract award.

**R. Testing**

1. The following services will be performed at intervals specified in the American National Standard Safety Code for Elevators and Dumbwaiters. The maintenance Contractor will furnish personnel to perform the 1 (one) year, and the 5 (five) year safety load test, (including weights), at no additional cost to the Medical Center. Scheduling of all tests will be handled through the COR. The NMVAHCS Electric Shop Supervisor or his designee authorized by the NMVAHCS, will witness all tests for the NMVAHCS.

2. The Contractor shall make available the uninterrupted services of at least one employee to accompany the inspector during the course of any inspection.
3. The yearly car safeties, governor and oil buffer tests and inspections shall be complied with as per A17.1 and this specification, in the presence of the COR and his/her representative.
4. The five-(5) year safety and buffer tests as required by the American National Standard Safety Code for Elevators and Dumbwaiters, (A17.1 and A17.2) are to be performed by the Contractor.
5. The Contractor shall schedule a meeting with the COR within six (6) months prior to the termination of the base year and each subsequent option year to discuss the status of the elevators and equipment covered under this contract. The Contractor shall correct any and all defects found within thirty (30) calendar days. The Contractor shall notify the COR in writing the status and that the deficiencies have been corrected.
6. The inspectors used by the Medical Center on this contract may or may not work for the Medical Center. An outside company may be used to perform inspections as a representative of the Medical Center if so desired by the COR.

#### **S. Scheduled Maintenance and Repair Requirements**

1. The Contractor shall be responsible for establishing an effective system for accomplishing scheduled and unscheduled maintenance regular visits, including a backlog listing of work to be accomplished. The scheduling system and backlog listing shall be available for inspection by the COR at any time.
2. Regular routine maintenance shall be performed weekly for each Elevator and Dumbwaiter and all associated equipment. The contractor shall provide in his monthly report recommendations whether the weekly service should be continued for all or some of the elevators and dumbwaiter, provide a proposed maintenance schedule, and adjust the monthly invoicing accordingly.
3. Service shall to be performed during administrative hours on the same day of each week. The contractor shall submit, at the beginning of the contract, to the Electrical Shop Supervisor, the day of the week he/she intends on performing the required SERVICE. If the day falls on a holiday the contractor shall perform the required SERVICE's on the next business day following the holiday. The contractor shall notify the Electrical Shop Supervisor if he/she intends on changing the SERVICE day or if he/she cannot perform the SERVICE ON schedule.
4. Service shall ensure a safe and efficient level of operation, and all work relative to cleaning, lubricating, adjustment or part replacement of equipment that is necessary for the desired level of operation shall be performed by the Contractor. Each contract year, all items which rely on cleaning, lubrication, or routine part replacement shall receive such service at least once as indicated by service report. Any SERVICE required by the Equipment Manufacturer, and/or applicable laws, regulations, rules, ordinances, codes, etc., but not specifically identified by the Government, shall be performed by the Contractor at no additional cost to the Government. In addition, the contractor shall perform the following preventive maintenance and all necessary cleaning, lubricating, and adjusting pursuant to such maintenance at the frequencies identified. Frequencies shall be modified if deemed necessary by the COR or designee.
5. The Contractor is responsible for replacement of all light bulbs, including lights in elevator shafts on top and bottom of cars, HOISTWAY crawl spaces, elevator machine rooms, etc. This shall include all lights inside the elevator cabs.
6. The Contractor shall during regular service visits retrieve any objects such as key, wallets, glasses, etc. dropped in elevator pit by occupants of the building. Such objects shall be turned over to VA Police.
7. The Contractor must maintain the efficiency, safety and speeds specified in the contract or as designated by the manufacturer of the elevators at all times; including acceleration, retardation,

contact speed in feet per minute, with or without full load, floor to floor time and door opening and closing time.

**T. Contractor shall dispatch one (1) Journeyman-Level Mechanic** to perform the maintenance, repair, and emergency call out to ensure the required work is completed in a professional and timely manner and to alleviate having to wait for a qualified person to perform service, maintenance, and emergency repair.

**U. The Contractor shall provide an additional qualified journeyman mechanic as necessary** at the Medical Center from 7:00 a.m. to 3:30 p.m. if normal maintenance and repair requires an additional journeyman to accomplish the maintenance schedule and assist in repairs, inspections and adjustments at no additional cost.

**V. Experience Requirements**

1. Supervision: The Contractor shall arrange for satisfactory supervision of the contract work. The Contractor or his on-site supervisors shall be available at all times when the contract work is in progress to receive notices, reports, or request from the Contracting Officer or the COR.
2. Qualifications of Elevator Mechanics: All maintenance personnel directly engaged in the work to be accomplished under the contract shall possess, prior to their employment in a journeyman mechanic's capacity on this contract, at least 4 (four) years of recent (within the last 6 years) experience in the operations and maintenance of the kind of elevators to be maintained under this contract.
3. In addition to the above requirements, the Contractor shall have a minimum of 5 (five) years of successful experience in maintaining equipment identical or similar to the equipment covered by this contract. Each offeror shall submit, as part of his offer, references for the previous 5 (five) years of experience. The written references shall include, as a minimum, the name, address and telephone numbers of the specific companies and key personnel contacts.

**W. Condition of Equipment**

1. Upon contract award, the contractor accepts "as is" all elevator and dumbwaiter equipment specified in the contract. Failure to inspect the elevators and dumbwaiter, prior to contract award, will not relieve the contractor from performing services/repairs in accordance with the strict intent and meaning of the specifications at no additional cost to the VA. Offerors should inspect the premises prior to submitting their offers in order to be fully aware of the scope of services required.

**X. Uniforms**

1. The Contractor shall require all employees, including supervisors, to wear distinctive uniform clothing for ready identification, and assure that every employee is in uniform no later than the time specified by the COR, or otherwise no later than 10 working days from the date an employee first enters on duty. The uniform shall have the Contractor's name, easily identifiable, affixed thereon in a permanent manner such as a badge or monograms.

**Y. Safety**

1. The Contractor shall adhere to all OSHA, EPA, NFPA Life Safety Codes, and all other regulatory requirements.
2. In performance of this contract, the Contractor shall follow NMVAHCS safety policy and standard for safe work practices, and take such safety precautions as the Safety Officer or designee may determine to be reasonably necessary to protect the lives and health of occupants of the building. The Contractor shall comply with NMVAHCS smoking policy, which designates all interior space as non-smoking areas.

3. Patient, employee, visitors, and contractor personnel safety shall be maintained at all times. The contractor is responsible for the occupation safety and health of his/her employees. The Contractor shall comply with all applicable OSHA safety and health standards. The Contractor shall replace all safety guards, equipment, devices, etc. removed to service or repair the elevator immediately after completion of work or when leaving the job unattended.
4. The Contractor shall maintain the Material Safety Data Sheets (MSDS) for all potentially hazardous materials (lubricants, cleaners, working fluids, etc.) to be used in the facility in performance of the contract, and will not use, in the facility, such materials which have not been so cleared in advance with the NMVAHCS. MSDS for new chemicals shall be furnished concurrently with arrival of the chemical on site. The Contractor shall maintain a copy of all MSDS at the chemical storage site in a location accessible to NMVAHCS personnel to assure compliance with all laws and requirements regarding the "Right to Know" law. All chemicals must be removed from the Medical Center after each Maintenance, Repair, and Emergency Service.
5. The Contractor is responsible to identify, provide and maintain all personal protective equipment required to perform the duties outlined in the contract. In addition, the contractor is responsible for identifying and providing all applicable safety programs (i.e. lockout/tag out, confined space entry, universal precautions, etc.) required to perform the work. Training on required safety programs and the proper use of PPE's shall be provided, and documentation maintained by the contractor.
6. The Contractor shall obtain a Hot Work Permit from the Safety Office whenever soldering, welding, using a cutting torch, or other open flame, spark, or heat producing equipment. The contractor is required to follow ALL requirements outlined for the issuance of the Hot Work Permit.
7. The Contractor shall be notified of any non-compliance with the pervious provisions. The contractor shall, after receipt of such notice, immediately correct the condition and notify the contracting officer in writing that the condition has been corrected. It, in the opinion of the Safety Officer or designee the condition is life threatening he/she shall instruct the contractor to stop work until the condition has been corrected. If the Contractor fails or refuses to comply promptly, the Contracting Officer may issue and order halting of all or any part of the work, and Contractor may be held in default. The Contractor bears all costs of stop work time and correcting safety hazards.
8. The contractor shall provide within ten (10) working days after receipt of this contract a detailed listing of the following information:
  - a) Safety program/procedures are required to be followed by the contractor's personnel in the performance of their duties and when such procedures are required. The contractor shall schedule a meeting with the COR within five (5) days of contract award to discuss the contractor's safety program i.e., Lock-out/Tag-Out (LO/TO), Infection Control Risks Assessment (ICRA's), emergency egress, fire safety, etc.
9. Contractor is responsible for the supervision of all their employees while on government property. It is the Contractor's responsibility to assure compliance with the scope of work and requirements referenced in this contract. Provisions provided in the scope of work are not intended to relieve the Contractor of this responsibility.

## **Z. Injury or Accident**

1. Contractor shall submit a written report to the NMVAHCS within five work (5) days of any incident of a major malfunction, accident or injury involving an elevator. The report shall state the cause, what and when repairs and tests were or are to be made to correct the cause of the incident.

## **AA. Quality Control Program**

1. The Contractor shall establish a complete quality control program to assure the requirements of the contract are provided as specified. Within five (5) work days prior to the starting date of the contract, the Contractor shall submit a copy of his program to the COR, for approval. The program shall include, but not be limited to, the following:

2. An inspection system covering all the services described in the contract. A checklist used in inspecting contract performance during regularly scheduled or unscheduled inspections. The name(s) of the individual(s) who will perform the inspection.
3. The checklist shall include every area of the Contractor's operation as well as every task required to be performed.
4. A system for identifying and correcting deficiencies in the quality of services before the level of performance becomes unacceptable and/or the Medical Center inspectors point out the deficiencies.
5. A file of all inspections conducted by the Contractor and the corrective action taken. This documentation shall be made available to the Medical Center upon request, at any time during the term of the contract.

**AB. Emergency Telephone Numbers**

1. The Contractor shall provide the COR with pertinent emergency telephone numbers, in order to summon assistance in case an emergency develops. At least one of the emergency telephone numbers shall be manned twenty-four (24) hours per day. This information shall be provided in writing to the COR, prior to the contract start date.

**AC. Information Relating to Conduct of Contractor's Employees**

1. The Contractor shall prohibit his employees from disturbing papers on desks, opening desk drawers or cabinets, or using telephones or office equipment provided for official Medical Center use.
2. Contractor shall require his employees to comply with the instructions pertaining to conduct and other regulations called to the Contractor's attention by the CO/COR, Federal Protective Officers, Inspectors, etc.
3. Contractor shall use firefighters service test log for monthly and yearly log.
4. Contractor shall use elevator report where there is a passenger trap incident, safety incident, and/or Elevator failure of more than 8 (eight) hours of downtime. Stating date when parts are available and expected time of repair, tested, and back useful service.

**AD. General Information**

1. The Contractor shall immediately notify the contracting office and contracting officer's representative (in writing) of the existence of the development of any defects in, or repairs required to the elevators which the contractor considers he is not responsible for under the terms of the contract, and shall furnish him a written estimate of the cost to make necessary repairs. The contracting officer reserves the right to make final determination of the responsibility. The contacting officer also reserves the right to solicit the services of other contractors to make said repairs.
2. The Government reserves the right to perform emergency repairs to any elevator which is disabled if, in the Government's opinion, it jeopardizes patient or employee safety.
3. The Contractor shall ensure that the elevator and dumbwaiter pits(s) and elevator and dumbwaiter machine room(s) are kept clean and free from dirt and debris. Contractor shall clean and vacuum all HOISTWAY(s), pit(s) and machine rooms once a month to remove dust and debris accumulation.
4. The Contractor shall require his employees to comply with all VA rules and regulations pertaining to the conduct of his employees while on station. Smoking is not permitted in any building (including Penthouses and elevator pits).

5. Contractor shall have use of station telephones to make business calls related to Medical Center's equipment. Misuse of this privilege will necessitate the need to require the contractor to use public telephones.
6. The Contractor shall remove all equipment, material, fluid, chemicals, and supplies after each service. Storage of contractor equipment, tools, and parts is permitted in the elevator equipment room or penthouse (Bldg. 41) but is not allowed under stairwells.
7. This service does not involve Vendor connection of one or more contractor-owned IT devices (such as laptop computer or remote connection from a contractor system) to a VA internal trusted (i.e., non-public network) therefore Information Technology (IT) Security certification and accreditation (authorization) (C&A) requirements do not apply per VA Handbook 6500.6.

**AE.            Services Outside Normal Maintenance**

1. The Contractor shall provide additional maintenance and improvement services to extend the life of the equipment and improve performance and functionality at the direction of the COR. This may include replacing parts as they age, so that failure does not cause an emergency repair or upgrading problematic components to reduce call-outs for service. This may include, but is not limited to:
  - i. Installation of five (5) replacement rope grippers
  - ii. Replacement of four (4) basement Service Elevator hoist way doors, including enforcer reinforced gibs
  - iii. Replacement of door mechanisms and doors on all seven (7) floors for one elevator
  - iv. Controls improvements
  - v. Elevator phone and communications improvements
  - vi. Provide one (1) spare DC Drive motor

**END**

NOTICE OF WAGE DETERMINATION: In accordance with the Service Contract Act of 1965 (As Amended), U.S. Department of Labor Wage & Hour Division, Wage Determination No. A2539397 has been requested and is hereby incorporated as part of this contract. Upon receipt from DOL, the wage determination shall become part of the solicitation/contract. A new Wage Determination will be issued with each option year renewal. (Applicable only if Contracting Officer has checked appropriate clauses in contract clause 52.212-5(c).

Sealed offers for furnishing the supplies or services in the Schedule will be received at the address specified in the solicitation, or if hand carried, to the VA Medical Center, Purchasing and Contracts Service, until the date and time specified in the solicitation. CAUTION – LATE submissions, modifications and withdrawals: All offers are subject to all terms and conditions of this solicitation.

#### PRE-PROPOSAL CONFERENCE

MANDATORY PRE-PROPOSAL CONFERENCE: A mandatory pre-proposal conference will be held on (TBD).

The purpose of this conference is to allow potential offeror's an opportunity to present questions and obtain clarification relative to any facet of this solicitation.

Due to the importance of all offeror's having a clear understanding of the specifications/scope of work and requirements for this solicitation, attendance at this conference will be a prerequisite for submitting a proposal. Proposals will only be accepted from those offeror's who are represented at this conference.

Attendance at the conference will be evidenced by the representative's signature on the signature roster.

Bring a copy of the solicitation with you. Any changes resulting from this conference will be issued in a written addendum to the solicitation.



**SCHEDULE OF ELEVATORS AND DUMBWAITER**

Elevator No.	Location	Car No. And Building No.	Type	Capacity	Make	Date	Drive
1.	Bldg. 1 (Refurbishment completed March 11, 2014.).	P1-1	Pass/Auto	3,000	Otis	--	Traction
2.	Bldg. 1 (Refurbishment completed March 11, 2014.)	P2-1	Pass/Auto	3,000	Otis	--	Traction
3.	Bldg. 3 (Refurbishment completed March 11, 2014.).	P1-3	Pass/Auto	3,000	Otis	--	Traction
4.	Bldg. 3 (Refurbishment completed March 11, 2014.).	P2-3	Pass/Auto	4,000	US	--	Hydraulic
5.	Bldg. 4 (Refurbishment completed March 11, 2014.).	P1-4	Pass/Auto	3,000	Dover	--	Hydraulic
6.	Bldg. 10	P1-10	Pass/Auto	4,000	Otis	--	Hydraulic
7.	Bldg. 10	P1-10	Pass/Auto	4,000	Dover	--	Hydraulic
8.	Bldg. 11	P1-11	Pass/Auto	4,000	Dover	--	Hydraulic
9.	Bldg. 41	P1-41	Pass/Auto	4,000	US	--	Traction
10.	Bldg. 41	P2-41	Pass/Auto	4,000	US	--	Traction
11.	Bldg. 41	P3-41	Pass/Auto	4,000	US	--	Traction
12.	Bldg. 41	P4-41	Pass/Auto	4,000	US	--	Traction
13.	Bldg. 41	S1-41	Service	5,000	US	--	Traction
14.	Bldg. 41	S2-41	Service	10,000	US	--	Traction
15.	Bldg. 41	S3-41	Service	10,000	US	--	Traction
16.	Bldg. 41	S4-41	Service	10,000	US	--	Traction
17.	Bldg. 41 (Refurbishment completed March 11, 2014.).	S5-41	Service	5,000	US	--	Hydraulic
18.	Bldg. 53	P1-53	Pass/Auto	4,000	Otis	--	Hydraulic
19.	Bldg. 41	T1-41	Dumbwaiter	4,000	Courion Ind.	--	Traction

**NOTE:** THE WORD "ELEVATOR" AND "DUMBWAITER" IN THIS SOLICITATION SHALL INCLUDE ALL ELEVATORS AND DUMBWAITER, TO BE SERVICED UNDER THIS CONTRACT.

NOTE: "P" STANDS FOR PASSENGER ELEVATOR, "S" STANDS FOR SERVICE ELEVATOR, AND "T" STANDS FOR DUMBWAITER.

## 2. SPECIAL CONDITIONS

### A. QUALIFICATION OF BIDDERS

1. (a) The contractor shall be a firm regularly engaged in the repair, maintenance and servicing of vertical transportation systems, hereinafter referred to as elevators. Their expertise, experience, and regular business shall include the repair, maintenance and servicing of both traction type machines and hydraulic machines of the passenger, freight and hospital type elevators. Their expertise and experience shall be of such extent so as to provide them the knowledge of conditions of elevators and

the scope of repairs, maintenance and servicing of elevators generally found in hospital use. They shall possess all the manpower, equipment, tools, and ready sources of parts as necessary to promptly, skillfully, and expertly carry out the conditions of the contract.

(b) Offerors shall be able to show evidence of their reliability, ability and experience by furnishing (1) a list of personnel who will perform under the contract, showing the length and type of experience of personnel who will service these facilities and proof of certification by the International Union of Elevator Constructors, and (2) the names and addresses (including approximate distance from the VA) that each Service Technician will be dispatched from, in response to emergency requests. (3) List of other concerns and/or Government Agencies for which comparable services were rendered by the Offeror. Generally, the principals of the company shall have had approximately five years successful experience in fully maintaining elevators and dumbwaiters.

(c) Ability to meet the foregoing experience requirements and the adequacy of the information submitted will be considered by the Contracting Officer in determining the best value to the Government (See evaluation factors in FAR clause 52.212-2 of solicitation.

2. Upon request of the Government, Bidder shall be able to show evidence of his reliability, ability and experience by furnishing; (1) A list of personnel who will perform under the contract showing the length and type of experience of such personnel and (2) the names and addresses of other concerns and/or Government Agencies for which prior comparable services were rendered by the bidder. Generally, the bidder shall have had approximately 5 years successful experience in fully maintaining elevators.
3. Ability to meet the foregoing experience requirements and the adequacy of the information submitted will be considered by the Contracting Officer in determining the responsibility of the bidder.

#### B. INSPECTION OF PREMISES

1. The Contractor accepts "as is" existing condition of equipment and government furnished parts covered under this full service agreement at time of contract award.
2. Equipment deficiencies not meeting manufacturer's operational standards shall be corrected by the Contractor at no additional cost to the Government.

#### C. QUALIFICATIONS OF MECHANICS

1. All work under this contract shall be performed by a trained qualified Elevator Mechanic.

#### D. INVOICES AND PAYMENT

1. Invoices will be submitted monthly in arrears to the Government office designated in the solicitation and include the original and one copy.

#### E. TYPE OF CONTACT

1. NMVAHCS will award a single "firm-fixed price/definite quantity contract" pursuant to this solicitation for commercial items. The contract will contain (1) base year and four (4) renewable option years. NMVAHCS shall determine (based on integrated assessment of each offeror's technical and price proposals) the individual proposal judged to be the most advantageous to the Government.

#### F. POINTS OF CONTACT

1. NMVAHCS POC's are as follows:

Name	Title	Telephone
Nate McCoy	Contracting Officer	602-795-4275
April Graves	Contracting Specialist	602-795-4475

TBD	Contracting Officer Representative	(505) 265-1711 Ext. TBD
TBD	NMVAHCS Engineering Service Chief	TBD
TBD	NMVAHCS Engineering Service M&O Section Chief	TBD
TBD	NMVAHCS Electrical Shop Supervisor	TBD
Energy Plant		(505) 265-1711 Ext. TBD

2. Contractor POC's are as follows (*complete as necessary*):

Name	Title	Telephone

G. SOLICITATION

1. This solicitation adheres to the format defined in FAR 12.303 for acquisition for commercial items or services.

## B.3 Price Cost Schedule

### MAINTENANCE, REPAIR, AND EMERGENCY SERVICE PRICE SCHEDULE

The Contractor shall furnish all parts, materials, labor and transportation necessary to provide Maintenance, Repair, and Emergency Service of elevators and dumbwaiter specified in Schedule of Elevators and Dumbwaiter in accordance with Terms, Conditions and Specifications of the contract. The contract shall be for one (1) year from date of award with four (4) one year options renewals upon satisfactory performance.

**1. BASE YEAR - (October 1, 2018 thru September 31, 2019)**

- 12 Months Maintenance Service      \$ \_\_\_\_\_
- 12 Months Emergency Service      \$ \_\_\_\_\_
- Services Outside Normal Maintenance \$ \_\_\_\_\_

**2. 1<sup>ST</sup> OPTION YEAR - (October 1, 2019 thru September 31, 2020)**

- 12 Months Maintenance Service      \$ \_\_\_\_\_
- 12 Months Emergency Service      \$ \_\_\_\_\_
- Services Outside Normal Maintenance \$ \_\_\_\_\_

**3. 2<sup>ND</sup> OPTION YEAR - (October 1, 2020 thru MARCH 31, 2021)**

- 12 Months Maintenance Service      \$ \_\_\_\_\_
- 12 Months Emergency Service      \$ \_\_\_\_\_

Services Outside Normal Maintenance \$ \_\_\_\_\_

**4. 3<sup>RD</sup> OPTION YEAR - (APRIL 1, 2021 thru MARCH 31, 2022)**

12 Months Maintenance Service \$ \_\_\_\_\_

12 Months Emergency Service \$ \_\_\_\_\_

Services Outside Normal Maintenance \$ \_\_\_\_\_

**5. 4<sup>TH</sup> OPTION YEAR - (APRIL 1, 2022 thru MARCH 31, 2023)**

12 Months Maintenance Service \$ \_\_\_\_\_

12 Months Emergency Service \$ \_\_\_\_\_

Services Outside Normal Maintenance \$ \_\_\_\_\_

6. The Contractor shall provide hourly labor rates for general and emergency elevator and dumbwaiter repairs/services and emergency calls not covered under the scheduled maintenance and repair service. Hourly rates shall include all travel to and from the VA Medical Center. Parts shall be listed separately on the repair invoice less any discount percentage your company can offer.

**MAINTENANCE OR REPAIR LABOR COSTS:**

A. STRAIGHT TIME

ELEVATOR MECHANIC \$ \_\_\_\_\_ PER HOUR

B. OVERTIME

ELEVATOR MECHANIC \$ \_\_\_\_\_ PER HOUR

**EMERGENCY SERVICE LABOR COSTS:**

A. STRAIGHT TIME

ELEVATOR MECHANIC \$ \_\_\_\_\_ PER HOUR

B. OVERTIME

ELEVATOR MECHANIC \$ \_\_\_\_\_ PER HOUR

COST WILL BE DETERMINED BY THE TOTAL OF ITEMS 1 THRU 5. ITEMS 6A's & 6B's WILL NOT BE INCLUDED IN EVALUATION OF COST.

THESE LABOR COSTS WILL BE USED FOR ADDITIONAL WORK IF REQUESTED BY THE COR AND FOR ADDITIONAL MAINTNENACE, REPAIR, AND EMERGENCY SERVICE IF REQUIRED. PARTS AND MATERIALS NOT COVERED UNDER THIS CONTRACT SHALL BE PROVIDED AT THE

CONTRACTOR’S ACTUAL INVOICED COST. THE CONTRACTOR SHALL PROVIDE A COST FOR ADDITIONAL MAINTENANCE, REPAIR, OR EMERGENCY SERVICE TO THE COR. THE CO IS THE ONLY PERSON AUTHORIZED TO DIRECT AND TO MODIFY THE CONTRACT FOR ADDITIONAL WORK.

\*NOTE: The NMVAHCS reserves the right to purchase repair parts and services from sources other than the Awardee when determined to be in the best interest of the Government.\*

**BIDDERS MUST COMPLETE AND RETURN ALL INFORMATION DESIGNATED IN 52.212-1, INSTRUCTIONS TO OFFERORS – COMMERCIAL ITEMS, PARAGRAPH “b” AND 52.213-3, OFFEROR REPRESENTATIONS AND CERTIFICATIONS – COMMERCIAL ITEMS, PRIOR TO THE TIME SPECIFIED IN BLOCK 8 OF SF 1449 IN ORDER TO BE CONSIDERED FOR AWARD.**

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

Amendment No.	Date	Amendment No.	Date

DUNS NUMBER: Please provide the Dunn and Bradstreet Number assigned to your firm in the space provided below:

## **SECTION C - CONTRACT CLAUSES**

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

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

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

#### **C.1 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.2 VAAR 852.203-70 COMMERCIAL ADVERTISING (MAY 2018)**

The Contractor shall not make reference in its commercial advertising to Department of Veterans Affairs contracts in a manner that states or implies the Department of Veterans Affairs approves or endorses the Contractor's products or services or considers the Contractor's products or services superior to other products or services.

(End of Clause)

#### **C.3 VAAR 852.215-71 EVALUATION FACTOR COMMITMENTS (DEC 2009)**

The offeror agrees, if awarded a contract, to use the service-disabled veteran-owned small businesses or veteran-owned small businesses proposed as subcontractors in accordance with 852.215-70, Service-Disabled Veteran-Owned and Veteran-Owned Small Business Evaluation Factors, or to substitute one or more service-disabled veteran-owned small businesses or veteran-owned small businesses for subcontract work of the same or similar value.

(End of Clause)

#### **C.4 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.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 Arizona. 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)

<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
52.228-5	INSURANCE—WORK ON A GOVERNMENT INSTALLATION	JAN 1997
52.232-40	PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS	DEC 2013
52.217-9	OPTION TO EXTEND THE TERM OF THE CONTRACT	MAR 2000

### **C.6 52.232-19 AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR (APR 1984)**

Funds are not presently available for performance under this contract beyond 10/01/2019. The Government's obligation for performance of this contract beyond that date is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise for performance under this contract beyond 10/01/2019, until funds are made available to the Contracting Officer for performance and until the Contractor receives notice of availability, to be confirmed in writing by the Contracting Officer.

(End of Clause)



### C.7 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 60 days.

(End of Clause)

<u>FAR</u> <u>Number</u>	<u>Title</u>	<u>Date</u>
52.204-9	PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL	JAN 2011

(End of Addendum to 52.212-4)

### C.8 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).

Employee Class

Monetary Wage-Fringe Benefits

(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)

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

### D.1 Wage Determination

WD 86-0117 (Rev.-40) was first posted on www.wdol.gov on 03/20/2018  
Elevator Services

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REGISTER OF WAGE DETERMINATIONS UNDER		U.S. DEPARTMENT OF LABOR
THE SERVICE CONTRACT ACT		EMPLOYMENT STANDARDS ADMINISTRATION
By direction of the Secretary of Labor		WAGE AND HOUR DIVISION
		WASHINGTON, D.C. 20210
Daniel W. Simms		Division of Wage
Director		Determinations
		Wage Determination No: 1986-0117
		Revision No: 40
		Date Of Revision: 03/09/2018

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Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.35 for calendar year 2018 applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.35 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2018. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts)  
States: New Mexico, Texas  
Area: New Mexico Statewide  
Texas Counties of El Paso, Hudspeth

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\*\*Fringe Benefits Required Follow the Occupational Listing\*\*

OCCUPATION CODE - TITLE	FOOTNOTE
RATE	
23210 - Elevator Repairer	
41.10	



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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors, applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is the victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$15.425 per hour for all hours worked

VACATION: Annual vacation pay is accrued as follows: After 6 months but less than 5 years of service in the industry, 6 percent of regular hourly rate for all hours worked, not to exceed 120 hours pay; more than 5 years of service in the industry, 8 percent of regular hourly rate for all hours worked, at least 160 hours vacation pay. Maximum hours of vacation pay are applicable to an employee who works 1750 hours or more but less than 2000 hours in the year.

HOLIDAYS: A minimum of eight paid holidays per year: New Year's Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, the Day after Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

PENSION: Elevator - \$9.71 per hour

401(K) Annuity \$6.90 per hour for all hours worked

Education Fund: \$0.61 per hour for all hours worked.

Work Preservation Fund: \$0.36

## D.2 Mandatory Pre-Proposal Conference

### **MANDATORY PRE-PROPOSAL CONFERENCE:**

A pre-proposal conference will be held 9/07/18 @ 8:30am.

[1501 San Pedro Dr SE, Albuquerque, NM 87108](#) Building 56 Rm 224

Due to the importance of all offeror's having a clear understanding of the specifications/scope of work and requirements for this solicitation, attendance at this conference will be a prerequisite for submitting a proposal. Proposals will only be accepted from those offeror's who are represented at this conference.

Attendance at the conference will be evidenced by the representative's signature on the signature roster.

Bring a copy of the solicitation with you. Any changes resulting from this conference will be issued in a written addendum to the solicitation.

All contractors must sign-in before attending the Pre-Proposal Conference. A recent inspection report will be provided. NO QUESTIONS WILL BE PERMITTED DURING THE SITE VISIT. All questions will be submitted electronically to [april.graves@va.gov](mailto:april.graves@va.gov) by close of business the day of the site visit. Responses to all inquiries/questions will be posted within 48 hours or two (2) Business Day. Please allow enough time to locate parking prior to conference.

Date	Friday September 7, 2018
Start	Promptly at 8:30am
End	10:30am
Where	New Mexico VA Health Care System
Address	<a href="#">1501 San Pedro Dr SE, Albuquerque, NM 87108</a>
Meeting Location	B56 Rm 224

PLEASE RSVP NLT 9/7 to [April.Graves@va.gov](mailto:April.Graves@va.gov) if you plan to attend to receive attendance instructions.

New Mexico Elevator Preventative Maintenance Site Visit Friday, Sept 7, 2018

[1501 San Pedro Dr SE, Albuquerque, NM 87108](#) Building 56 Rm 224

**No questions will be permitted during the site visit.**

All questions must be submitted electronically to [April.Graves@va.gov](mailto:April.Graves@va.gov) by COB the day of site visit. All Questions, Answers and sign in sheet will be posted to GSA within two business days.

Name	Company	Telephone	Email

## SECTION E - SOLICITATION PROVISIONS

### E.1 Addendum to FAR 52.212-1 Instructions to Offerors — Commercial Items

#### SUBMISSION OF QUOTES.

- a) The vendor is responsible for ensuring that quotes are received in the Contracting Office no later than **14 September 2018 at 4:00 PM (1600 HRS) Arizona Time** as indicated on page one (1) of this solicitation. Failure of vendor's quote to be received prior to the hour and date specified may result in rejection of the quote.
- b) Quotes shall be submitted electronically via e-mail to [April.Graves@va.gov](mailto:April.Graves@va.gov).
- c) **RFQ Number 36C25818Q9587 New Mexico Elevator Maintenance** must be clearly shown in the subject line.

2) INSTRUCTIONS FOR THE PREPARATION OF QUOTES: The vendor shall submit the following as part of their quote:

- a) Information that demonstrates how their quoted service meets the requirements for the following factors:

**Factor 1:** Elevator Maintenance Experience (10 Page Limit)

- b) Quoted Firm-Fixed Price (FFP) for each Item Number within Section B.3 Price/Cost Schedule. Vendor must include the unit price and total amount for each line item.
- c) Completed SF1449 to include:
  - i) Signed/completed page 1 (Blocks 17 and 30)
  - ii) Completed Representations and Certifications: The following representations and certifications must be completed and returned as part of the vendor's quote

3) SYSTEM FOR AWARD MANAGEMENT/WIDE AREA WORKFLOW: Contractors interested in doing business with the government must be registered in the System for Award Management (SAM) at <https://www.sam.gov>.

The pricing proposal shall be submitted to:

Contract Specialist: April Graves

Email: [April.Graves@va.gov](mailto:April.Graves@va.gov)

Telegraphic or facsimile offers will not be accepted.

The contractor shall submit pricing utilizing the schedule in Section B.

(End of Clause)

## **E.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> (FAR)  
<http://www.va.gov/oal/library/vaar/index.asp> (VAAR)

(End of Clause)

## **E.3 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:

Nathan A. McCoy, Branch Chief  
Contracting Officer  
Hand-Carried Address:

Department of Veterans Affairs  
777 E. Missouri, Suite 300  
Phoenix AZ 85014

Mailing Address:

Department of Veterans Affairs  
777 E. Missouri, Suite 300  
Phoenix AZ 85014

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)

## **E.4 VAAR 852.233-70 PROTEST CONTENT/ALTERNATIVE DISPUTE RESOLUTION (JAN 2008)**

- (a) Any protest filed by an interested party shall:
- (1) Include the name, address, fax number, and telephone number of the protester;
  - (2) Identify the solicitation and/or contract number;
  - (3) Include an original signed by the protester or the protester's representative and at least one copy.

(4) Set forth a detailed statement of the legal and factual grounds of the protest, including a description of resulting prejudice to the protester, and provide copies of relevant documents;

(5) Specifically request a ruling of the individual upon whom the protest is served;

(6) State the form of relief requested; and

(7) Provide all information establishing the timeliness of the protest.

(b) Failure to comply with the above may result in dismissal of the protest without further consideration.

(c) Bidders/offerors and contracting officers are encouraged to use alternative dispute resolution (ADR) procedures to resolve protests at any stage in the protest process. If ADR is used, the Department of Veterans Affairs will not furnish any documentation in an ADR proceeding beyond what is allowed by the Federal Acquisition Regulation.

(End of Provision)

PLEASE NOTE: The correct mailing information for filing alternate protests is as follows:

Deputy Assistant Secretary for Acquisition and Logistics,  
Risk Management Team, Department of Veterans Affairs  
810 Vermont Avenue, N.W.  
Washington, DC 20420

Or for solicitations issued by the Office of Construction and Facilities Management:

Director, Office of Construction and Facilities Management  
811 Vermont Avenue, N.W.  
Washington, DC 20420

## **E.5 VAAR 852.270-1 REPRESENTATIVES OF CONTRACTING OFFICERS (JAN 2008)**

The contracting officer reserves the right to designate representatives to act for him/her in furnishing technical guidance and advice or generally monitor the work to be performed under this contract. Such designation will be in writing and will define the scope and limitation of the designee's authority. A copy of the designation shall be furnished to the contractor.

(End of Provision)

## **E.6 VAAR 852.233-71 ALTERNATE PROTEST PROCEDURE (JAN 1998)**

As an alternative to filing a protest with the contracting officer, an interested party may file a protest with the Deputy Assistant Secretary for Acquisition and Materiel Management, Acquisition Administration Team, Department of Veterans Affairs, 810 Vermont Avenue, NW., Washington, DC

20420, or for solicitations issued by the Office of Construction and Facilities Management, the Director, Office of Construction and Facilities Management, 810 Vermont Avenue, NW., Washington, DC 20420. The protest will not be considered if the interested party has a protest on the same or similar issues pending with the contracting officer.

(End of Provision)

(End of Addendum to 52.212-1)

## **E.6 52.212-2 EVALUATION — COMMERCIAL ITEMS (OCT 2014)**

### **52.212-2 EVALUATION--COMMERCIAL ITEMS (OCT 2014)**

The Government will award a contract resulting from this solicitation to the responsible offeror whose offer conforms to the solicitation by evaluating the following factors:

#### **Factor 1: Elevator Maintenance Experience**

The Government shall utilize the Lowest Price Technically Acceptable (LPTA) Method for determining Best Value for this requirement.

The Government intends to award without discussions with respective contractors. The Government, however, reserves the right to conduct exchanges if deemed in its best interest. The evaluation process shall proceed as follows:

All factors will be considered based solely on the offer provided. Each offer will be evaluated separately utilizing overall narrative rating of: "Acceptable" or "Unacceptable". An Unacceptable rating at anyone factor makes the entire proposal unacceptable.

*The Government will rank price quotes from lowest to highest, based on the total amount of the quote. If the lowest priced offer receives an "Acceptable" Technical rating, then the evaluation process concludes and the Government will make preparations for contract award. If the lowest priced quote is not rated "Technically Acceptable", then the evaluation process continues until a technically acceptable quote is determined.*

#### **Factor One (1): Elevator Maintenance Experience**

#### **Evaluation Criteria: The offeror must demonstrate the following within its quote:**

- Qualifications of Elevator Mechanics: All maintenance personnel directly engaged in the work to be accomplished under the contract shall possess, prior to their employment in a journeyman mechanic's capacity on this contract, at least 4 (four) years of recent (within the last 6 years) experience in the operations and maintenance of the kind of elevators to be maintained under this contract.
- The Contractor shall have a minimum of 5 (five) years of successful experience in maintaining equipment identical or similar to the equipment covered by this contract. Each offeror shall submit, as part of his offer, references for the previous 5 (five) years of experience. The written references shall include, as a minimum, the name, address and telephone numbers of the specific companies and key personnel contacts.
- Provide evidence that offeror is licensed Elevator Company with the State of New Mexico Regulation & licensing Department or the equivalent licensure through similar state offices in New Mexico. Provide at a minimum - Certified Elevator Technician (CET) or Certified

Elevator Mechanic that will be assigned to this project. A copy of the license will meet this requirement.

**Acceptable Standard:** The offeror's quote must meet or exceed those requirements found above.

The offeror's proposal must meet all factors to be determined technically acceptable.

**Price** – Offerors shall submit their Price using the SCHEDULE OF SERVICES AND PRICE from section B.3 of this RFQ. Price will be evaluated through price analysis using adequate price competition for ensuring prices are fair and reasonable.

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

(b) A written notice of award or acceptance of an offer, e-mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer, shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Government may accept an offer, unless a written notice of withdrawal is received before award.

(End of provision)

The Government reserves the right to make award without discussion.