

<b>SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, &amp; 30</b>				1. REQUISITION NO. 459-14-1-315-0004		PAGE 1 OF 40	
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE		4. ORDER NO.		5. SOLICITATION NUMBER VA261-14-Q-0254	
						6. SOLICITATION ISSUE DATE 03-06-2014	
7. FOR SOLICITATION INFORMATION CALL:		a. NAME Nicole H. Dorsey				b. TELEPHONE NO. (No Collect Calls) 808-539-1310	
						8. OFFER DUE DATE/LOCAL TIME 03-18-2014 12:00 PM PST	
9. ISSUED BY Department of Veterans Affairs VA Sierra Pacific Network (VISN 21) VA Pacific Islands Health Care System 459 Patterson Rd Honolulu HI 96819-1522				10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED OR <input checked="" type="checkbox"/> SET ASIDE: 100 % FOR: <input checked="" type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM <input type="checkbox"/> EDWOSB NAICS: 541350 SIZE STANDARD: \$7 Million			
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input checked="" type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS		13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) <input type="checkbox"/>		13b. RATING N/A	
						14. METHOD OF SOLICITATION <input checked="" type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP	
15. DELIVER TO "See Delivery Schedule"				16. ADMINISTERED BY Department of Veterans Affairs VA Sierra Pacific Network (VISN 21) VA Pacific Islands Health Care System 459 Patterson Rd Honolulu HI 96819-1522			
17a. CONTRACTOR/OFFEROR		CODE		FACILITY CODE		18a. PAYMENT WILL BE MADE BY Department of Veterans Affairs FMS VA-9(101) Financial Services Center PO Box 149971 Austin TX 78714-9971	
						PHONE: FAX:	
TELEPHONE NO. DUNS: DUNS+4:				18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM			
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER							
19. ITEM NO.	20. See CONTINUATION Page SCHEDULE OF SUPPLIES/SERVICES			21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	<p>This is a Request for Quote (RFQ) for Building Safety Inspections for Life Safety Code Compliance with NFPA.</p> <p>No site visit is anticipated.</p> <p>Interested Offerors must pay special attention to FAR 52.212-1 Instructions to Offerors and FAR 52.212-2 Evaluation Commercial Items. Failure to carefully read these sections and respond accordingly will likely eliminate an offeror from competition.</p> <p>Check the FBO listing frequently. Questions will be responded to via Amendments, which will be posted on FBO. All amendments must be signed and turned in with the quote for an offeror to be considered.</p> <p>Do not attempt to contact the using activity. All questions must be directed in writing to the Contracting Officer, Nicole H. Dorsey at nicole.dorsey@va.gov with the Solicitation Number in the reference line.</p> <p>(Use Reverse and/or Attach Additional Sheets as Necessary)</p>						
25. ACCOUNTING AND APPROPRIATION DATA See CONTINUATION Page 459-3640152-315-841100-2580 0100C0000						26. TOTAL AWARD AMOUNT (For Govt. Use Only)	
<input checked="" type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA <input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA						<input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED. <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED	
<input type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED				<input type="checkbox"/> 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) Nicole H. Dorsey Contracting Officer		31c. DATE SIGNED	

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## SECTION B - CONTINUATION OF SF 1449 BLOCKS

### B.1 CONTRACT ADMINISTRATION DATA

(continuation from Standard Form 1449, block 18A.)

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

a. CONTRACTOR:

b. GOVERNMENT: Contracting Officer 00261 Nicole H. Dorsey, nicole.dorsey@va.gov

Department of Veterans Affairs  
VA Sierra Pacific Network (VISN 21)  
VA Pacific Islands Health Care System  
459 Patterson Rd  
Honolulu HI 96819-1522

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

☒ 52.232-34, Payment by Electronic Funds Transfer -Other than Central Contractor Registration, or

☐ 52.232-36, Payment by Third Party

3. INVOICES: Invoices shall be submitted in arrears:

a. Quarterly ☐

b. Semi-Annually ☐

c. Other ☒ Monthly in arrears

4. GOVERNMENT INVOICE ADDRESS: All Invoices from the contractor shall be submitted electronically in accordance with VAAR Clause 852.232-72 Electronic Submission of Payment Requests.

Department of Veterans Affairs  
FMS VA-9(101) Financial Services Center  
PO Box 149971  
Austin TX 78714-9971

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

AMENDMENT NO	DATE

## **B.2 LIMITATIONS ON SUBCONTRACTING-- MONITORING AND COMPLIANCE (JUN 2011)**

This solicitation includes VAAR 852.219-11 VA Notice of Total Veteran-Owned Small Business Set-Aside. Accordingly, any contract resulting from this solicitation will include this clause. The contractor is advised in performing contract administration functions, the CO may use the services of a support contractor(s) retained by VA to assist in assessing the contractor's compliance with the limitations on subcontracting or percentage of work performance requirements specified in the clause. To that end, the support contractor(s) may require access to contractor's offices where the contractor's business records or other proprietary data are retained and to review such business records regarding the contractor's compliance with this requirement. All support contractors conducting this review on behalf of VA will be required to sign an "Information Protection and Non-Disclosure and Disclosure of Conflicts of Interest Agreement" to ensure the contractor's business records or other proprietary data reviewed or obtained in the course of assisting the CO in assessing the contractor for compliance are protected to ensure information or data is not improperly disclosed or other impropriety occurs. Furthermore, if VA determines any services the support contractor(s) will perform in assessing compliance are advisory and assistance services as defined in FAR 2.101, Definitions, the support contractor(s) must also enter into an agreement with the contractor to protect proprietary information as required by FAR 9.505-4, obtaining access to proprietary information, paragraph (b). The contractor is required to cooperate fully and make available any records as may be required to enable the CO to assess the contractor's compliance with the limitations on subcontracting or percentage of work performance requirement.

(End of Clause)

### B.3 PRICE/COST SCHEDULE

Please complete the pricing schedule below by providing price per square footage and the total price estimate based on how much it would cost to inspect a facility of the size described in the CLIN. **Price per square foot shall include all costs associated, including any travel fees.** There will be appx. 60-80 building inspections per year. The number of buildings and square footages are subject to change from year to year and within each year. Please be advised this will be a firm-fixed-price order so please price accordingly. There will be no modifications for requested increases in price. Sizes of facilities range from 2,000-45,000 square feet and cover a 300 mile radius from San Francisco, CA to Eureka, CA and as far east as Sacramento, CA. In addition, the Contractor will also survey Grant and Per Diem program housing located in Northern, CA region.

**BASE TERM: APRIL 1, 2014 – SEPTEMBER 30, 2014**

CLIN	Description	Estimated Qty	Price Per Sq Foot	Total Price
0001	Inspection of Facilities ranging from <b>1,000 – 2,000 sq feet</b> in accordance with Statement of Work	0 facilities		
0002	Inspection of ranging from <b>2,000 – 4,000 sq feet</b> in accordance with Statement of Work	16 facilities		
0003	Inspection of facilities ranging from <b>4,000 – 10,000 sq feet</b> in accordance with Statement of Work	7 facilities		
0004	Inspection of facilities ranging from <b>10,000 – 25,000 sq feet</b> in accordance with Statement of Work	5 facilities		
0005	Inspection of facilities ranging from <b>25,000 sq feet – 45,000 sq feet</b> in accordance with Statement of Work	30 facilities		
0006	Inspection of <b>San Francisco Veterans Center</b> in accordance with Statement of Work	2500 sq. feet		
0007	Inspection of <b>Eureka Veterans Center</b> in accordance with Statement of Work	3,496 sq. feet		
0008	Inspection of <b>Rohnert Park Veterans Center</b> in accordance with Statement of Work	3,600 sq. feet		

**Total Price Estimate for Base Term:** \_\_\_\_\_

**OPTION YR. 1: OCTOBER 1, 2014 – SEPTEMBER 30, 2015**

<b>CLIN</b>	<b>Description</b>	<b>Estimated Qty</b>	<b>Price Per Sq Foot</b>	<b>Total Price</b>
0001	Inspection of Facilities ranging from <b>1,000 – 2,000 sq feet</b> in accordance with Statement of Work	0 facilities		
0002	Inspection of ranging from <b>2,000 – 4,000 sq feet</b> in accordance with Statement of Work	16 facilities		
0003	Inspection of facilities ranging from <b>4,000 – 10,000 sq feet</b> in accordance with Statement of Work	7 facilities		
0004	Inspection of facilities ranging from <b>10,000 – 25,000 sq feet</b> in accordance with Statement of Work	5 facilities		
0005	Inspection of facilities ranging from <b>25,000 sq feet – 45,000 sq feet</b> in accordance with Statement of Work	30 facilities		
0006	Inspection of <b>San Francisco Veterans Center</b> in accordance with Statement of Work	2500 sq. feet		
0007	Inspection of <b>Eureka Veterans Center</b> in accordance with Statement of Work	3,496 sq. feet		
0008	Inspection of <b>Rohnert Park Veterans Center</b> in accordance with Statement of Work	3,600 sq. feet		

**Total Price Estimate for OPY #1:** \_\_\_\_\_

**OPTION YR. 2: OCTOBER 1, 2015 – SEPTEMBER 30, 2016**

CLIN	Description	Estimated Qty	Price Per Sq Foot	Total Price
0001	Inspection of Facilities ranging from <b>1,000 – 2,000 sq feet</b> in accordance with Statement of Work	0 facilities		
0002	Inspection of ranging from <b>2,000 – 4,000 sq feet</b> in accordance with Statement of Work	16 facilities		
0003	Inspection of facilities ranging from <b>4,000 – 10,000 sq feet</b> in accordance with Statement of Work	7 facilities		
0004	Inspection of facilities ranging from <b>10,000 – 25,000 sq feet</b> in accordance with Statement of Work	5 facilities		
0005	Inspection of facilities ranging from <b>25,000 sq feet – 45,000 sq feet</b> in accordance with Statement of Work	30 facilities		
0006	Inspection of <b>San Francisco Veterans Center</b> in accordance with Statement of Work	2500 sq. feet		
0007	Inspection of <b>Eureka Veterans Center</b> in accordance with Statement of Work	3,496 sq. feet		
0008	Inspection of <b>Rohnert Park Veterans Center</b> in accordance with Statement of Work	3,600 sq. feet		

**Total Price Estimate for OPY #2:** \_\_\_\_\_**OPTION YR. 3: OCTOBER 1, 2016 – SEPTEMBER 30, 2017**

CLIN	Description	Estimated Qty	Price Per Sq Foot	Total Price
0001	Inspection of Facilities ranging from <b>1,000 – 2,000 sq feet</b> in accordance with Statement of Work	0 facilities		

0002	Inspection of ranging from <b>2,000 – 4,000 sq feet</b> in accordance with Statement of Work	16 facilities		
0003	Inspection of facilities ranging from <b>4,000 – 10,000 sq feet</b> in accordance with Statement of Work	7 facilities		
0004	Inspection of facilities ranging from <b>10,000 – 25,000 sq feet</b> in accordance with Statement of Work	5 facilities		
0005	Inspection of facilities ranging from <b>25,000 sq feet – 45,000 sq feet</b> in accordance with Statement of Work	30 facilities		
0006	Inspection of <b>San Francisco Veterans Center</b> in accordance with Statement of Work	2500 sq. feet		
0007	Inspection of <b>Eureka Veterans Center</b> in accordance with Statement of Work	3,496 sq. feet		
0008	Inspection of <b>Rohnert Park Veterans Center</b> in accordance with Statement of Work	3,600 sq. feet		

**Total Price Estimate for OPY #3:** \_\_\_\_\_

**OPTION YR. 4: OCTOBER 1, 2017 – SEPTEMBER 30, 2018**

CLIN	Description	Estimated Qty	Price Per Sq Foot	Total Price
0001	Inspection of Facilities ranging from <b>1,000 – 2,000 sq feet</b> in accordance with Statement of Work	0 facilities		
0002	Inspection of ranging from <b>2,000 – 4,000 sq feet</b> in accordance with Statement of Work	16 facilities		
0003	Inspection of facilities ranging from <b>4,000 – 10,000 sq feet</b> in accordance with Statement of Work	7 facilities		



0004	Inspection of facilities ranging from <b>10,000 – 25,000 sq feet</b> in accordance with Statement of Work	5 facilities		
0005	Inspection of facilities ranging from <b>25,000 sq feet – 45,000 sq feet</b> in accordance with Statement of Work	30 facilities		
0006	Inspection of <b>San Francisco Veterans Center</b> in accordance with Statement of Work	2500 sq. feet		
0007	Inspection of <b>Eureka Veterans Center</b> in accordance with Statement of Work	3,496 sq. feet		
0008	Inspection of <b>Rohnert Park Veterans Center</b> in accordance with Statement of Work	3,600 sq. feet		

**Total Price Estimate for OPY #4:** \_\_\_\_\_

**BASE TERM SUBTOTAL:** \_\_\_\_\_

**OPY #1 SUBTOTAL:** \_\_\_\_\_

**OPY #2 SUBTOTAL:** \_\_\_\_\_

**OPY #3 SUBTOTAL:** \_\_\_\_\_

**OPY #4 SUBTOTAL:** \_\_\_\_\_

**CONTRACT SUBTOTAL:** \_\_\_\_\_

## B.4 STATEMENT OF WORK

### DEPARTMENT OF VETERANS AFFAIRS SAN FRANCISCO MEDICAL CENTER (SFVAMC) BUILDING INSPECTIONS AND SURVEYING OF COMMUNITY HOME FACILITIES

#### 1.0 GENERAL INFORMATION

The Contractor shall ensure all work meets performance standards specified in this Performance Work Statement (PWS) and referenced documents. The Contractor shall commence all operations required by the contract as of the first day of the contract period. The Contractor shall furnish all management, labor, supervision, equipment and materials, and transportation to provide inspections and surveys to determine Life Safety Code Compliancy (Life Safety Assessment) with the latest Edition of National Fire Protection Association (NFPA) Life Safety Code, for various residential community facilities throughout the San Francisco Veterans Affairs Medical Centers (SFVAMC), in San Francisco, CA

**1.1 Disclaimer:** Notwithstanding any historic data furnished by or for the medical facilities, it is the Contractor's responsibility to furnish the necessary quantities of manpower, supplies, and equipment to provide satisfactory service at the medical facilities. The estimate provided lists a number of residential community facilities that will require inspections within the San Francisco, CA region. This number is identified as an approximate and can fluctuate monthly.

**1.2 Type of Contract:** This contract will be awarded on the terms of a firm-fixed price contract in accordance with FAR 16.202. Unless otherwise specified in the contract, the ceiling price or target price is subject to adjustment only by operation of contract clauses providing for equitable adjustment or other revision of the contract price under stated circumstances.

**1.3 Schedule of Services:** This contract will be awarded on the terms of a firm-fixed price contract on the terms of the following period of performance: one (1) Base Term and four (4) Option Years.

Base Term:	April 1, 2014 – September 30, 2014
Option Yr. 1:	October 1, 2014 – September 30, 2015
Option Yr. 2:	October 1, 2015 – September 30, 2016
Option Yr. 3:	October 1, 2016 – September 30, 2017
Option Yr. 4:	October 1, 2017 – September 30, 2018

**1.4 Schedule:** The SFVAMC normal business hours usually operate between 8:00 am to 4:00 pm, Monday through Friday, except Federal Holidays. The requested services shall be provided within normal business hours. Some requests may take place after normal business hours of operation for flexible arrangements to accommodate the various locations. Those inspections will be coordinated accordingly between the COR and the Designated Facility POC.

**1.4.1 Federal Holidays:** National holidays observed by the Federal Government are

New Year's Day	January 1
Martin Luther King Day	Third Monday in January
Presidents' Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Columbus Day	Second Monday in October
Veterans' Day	November 11
Thanksgiving Day	Fourth Thursday in November
Christmas Day	December 25

**1.5 Areas of Coverage:** The services to be accomplished for the Department of Veterans Affairs, San Francisco Veterans Affairs Medical Centers (SFVAMC), in San Francisco, CA. The areas of service and inspections will include various sizes of facilities ranging from 2,000-45,000 square feet and cover a 300 mile radius from San Francisco, CA to Eureka, CA and as far east as Sacramento, CA. In addition, the Contractor will also survey Grant and Per Diem program housing located in Northern, CA region.

**1.6 Payment and Invoices:** All payments for services performed will be invoiced through DFAS, Austin, Texas, as stated in the SF1449. Payments will be made in arrears of the specified billing period after receipt of a properly prepared invoice provided all required work has been performed in accordance with contract and this Statement of Work.

1.6.1 All travel expenses will be the responsibility of the contractor and should be included in the estimated cost price.

1.6.2 Our budget for these inspections includes a contingency fund for additional inspections that cannot be foreseen at this time. Based on past experience, these inspections can arise at any time throughout the fiscal year.

1.6.3 No Government Furnished Equipment (GFE) will be provided and no government computer access will be provided or is required.

## **2.0 SCOPE OF WORK**

**2.1 Description:** The Contractor shall provide professional safety surveys at approximately 62 to 70 Community Living Centers (CLC), Board and Care Facilities, and Adult Day Health Care (ADHC). The locations for these facilities are located throughout areas in Northern California extending as far north as Eureka, California to far south as Downtown San Francisco, California. This Life Safety Assessment will be used to meet the SFVAMC requirements for Joint Commission accreditation and development of Plans for Improvement (PFI) as determined by VA Sierra Pacific Network. The amount of facilities to be inspected may vary from year to year.

**2.2 Contracting Officer (CO):** The CO is responsible for the administration of this contract. The CO is the only individual authorized, to extent indicated in this contract, to take actions on behalf of the Government, which may result in changes in the contract terms, to include deviation from the statement of work, details, and performance schedules. The Contractor is advised that only the CO, acting within the scope of the contract and his/her duties and responsibilities and, with the advice and consultation with the Contracting Officer's Representative, has the authority to make changes that affect contract prices, quality, quantity, delivery terms and conditions, term of contract. Under no circumstances shall any understanding or agreement, contract modification, change order, or other matters in deviation from the terms of this contract between the contractor and a person other than the contracting officer, be effective or binding upon the Government. All such actions must be formalized by the proper contractual document executed by the contracting officer. The responsible party for administering contractual terms, to include warranted capabilities is:

Nicole H. Dorsey  
VISN 21, Network Contracting Office 21 (NCO 21)  
[Nicole.dorsey@va.gov](mailto:Nicole.dorsey@va.gov)  
(808) 539-1310

**2.2 The Contracting Officer Representative (COR):** Is the designee to represent the Contracting Officer in furnishing technical guidance and advice or generally administer the work being performed under this contract. The foregoing is not to be construed as authorization to interpret or furnish advice and information to the Contractor(s) relative to financial or legal aspects of the contract. Enforcement of these segments is vested in and is the responsibility of the Contracting Officer. Those matters are the responsibility of the CO and shall not be delegated. The San Francisco

Veterans Affairs Medical Center, located at 4150 Clement Street, San Francisco, CA 94121-1545, is the primary location of the COR. The assigned COR for this contract will be:

James Greenwell, CHSP, CHEM  
Safety Specialist, VISN 21

**2.3 Contractor Qualifications:** The contractor must be a licensed registered Fire Protection Engineer, or a degreed Fire Protection Engineer from an ABET accredited program. The contractor shall have expertise in the Life Safety Code & National Fire Protection Association for these occupancy types. All surveys shall be reviewed and signed off by a licensed Fire Protection Engineer. The Contractor shall have a minimum of three (3) years' experience in providing this type of service.

**2.4 Tasks:** The COR will provide a list of the locations of the facilities and a Facility Point of Contact (POC), such as a Facility Director and/or Administrator. Some facilities may have to be inspected immediately because of veteran's status to be housed in these facilities. The contractor should be prepared to inspect facilities when required by the COR.

2.4.1 Contractor shall coordinate inspections with the appropriate facility POC Director and/or Administrator and shall provide the COR with monthly schedules of inspections. The facilities director or persons responsible for the facility will be given a 5 business days' notice prior to the contractor inspecting the facility. The exception to this is when the need of the veteran is immediate.

2.4.2 Contractor shall complete the inspection and provide deliverables to the COR within three (3) days after inspections are completed.

2.4.3 The Contractor shall provide the COR with the completed and signed checklist, along with a cover letter summarizing the survey results, significant findings and/or deficiencies.

2.4.4 The Contractor shall provide recommendations for corrective action in writing. The report shall be delivered to the Facility Safety Office 14 days after the survey has been completed.

2.4.5 The Facility Safety Office may direct the Contractor to conduct any follow-up inspections after receiving the report for the contractor.

## **2.5 Performance Requirements:**

**2.5.1 New facilities:** Contractor shall complete the inspection of a new facility within twenty-one (21) days after notification is received from the Contracting Officer Representative (COR) or Facility Designated POC.

**2.5.2 Annual inspections for existing facilities:** A scheduled inspection list will be provided to the contractor quarterly. Additional inspections may be arranged with the contractor with a fourteen (14) calendar day minimum notice. Annual inspections shall take place within seven (7) days of annual anniversary of last inspection.

## **2.6 Deliverables:**

2.6.1 The Contractor shall use the VA checklists in Section E of the solicitation, (Attachments II –VI), as a guide for the appropriate occupancy of the facilities as defined by the LSC. Contractor may suggest changes to improve the efficiency and validity of the checklists.

2.6.2 The Contractor shall provide a Statement of Condition (SOC) including Life Safety Code Assessment (LSCA) in accordance with the latest NFPA code.

2.6.3 The survey will be based on compliance with the current edition of the Life Safety Code (LSC), NFPA 101, including other NFPA standards as referenced by the LSC. The life safety code assessments will be completed using a provided check list from the COR and using NFPA standards and VA policies as guidelines. Local and State laws may also be taken into account when COR instructs contractor to use them.

2.6.4 Contractor shall provide the COR or Facility Designated POC with the following deliverables within three (3) days after inspection:

- a. A copy of the completed and signed inspection checklist
- b. Contractor shall develop a written report with a detailed list of each Life Safety Code deficiency including: a) unique identifier, b) locations of the deficiency, c) a description of the deficiency, d) recommended correction action, e) cost estimate for correcting identified deficiency and f) the specific code reference.

2.6.5 Contractor shall keep a running spreadsheet of facility inspected, address, square footage, and point-of-contact at the facility. An updated spreadsheet shall be submitted to the COR and Contracting Officer each quarter.

**2.4 Changes to Scope of Work:** All references to the estimated amount of survey and inspection services and areas of coverage provided by the Government are for informational purposes only. Such references do not necessarily indicate the number of inspections, related contractor duties, or locations will remain stable. Any changes to the Scope of Work will be effected by the Contracting Officer (CO) per FAR 52.212-4 Terms and Conditions of the Contract – Commercial Items.

### **3.0 CONTRACTOR PERSONNEL SECURITY REQUIREMENTS:**

**3.1 Background Investigation:** Upon contract award, all key personnel shall be subject to the appropriate type of background investigation or screening per VA/VHA directive 0710 and must receive a favorable adjudication from CCA Personnel Security Specialist or VA Security and Investigations Center (SIC) depending on investigation or screening required. This requirement is applicable to all subcontract personnel. If the investigation or screening is not completed prior to the start date of the contract, the Contractor will be responsible for the actions of those individuals they provide to perform work for VA.

Contract personnel who previously received a favorable adjudication as a result of a Government background investigation or screening may be exempt from this contract requirement. They must provide documentation to support the previous adjudication. Proof of previous adjudication must be submitted by the Contractor to the VA Contracting Officer. Proof of previous adjudication is subject to verification. Some positions maybe subject to periodic re-investigation/screening.

Reference:

VHA Directive 0710, Personnel Security and Suitability Program/ May 18, 2007

VA Handbook 0710, Personnel Suitability and Security Program/ September 10, 2004

1. Position Risk/Sensitivity – For all positions required under this contract, the position risk/sensitivity has been designated as: **Low Risk**

2. Background Investigation/Screening – It is anticipated that the Contractor or contract personnel will be providing services at a VA facility(s) for MORE than 180 days under a single contract or series of contracts, or have access to VA computer data systems. The background investigation/screening commensurate with the requirements of this contract is: **NACI**

3. Contractor Responsibilities

- a. The Contractor shall prescreen all personnel to ensure they are able to read, write, speak, and understand the English language.
- b. The Contractor shall submit or have their contract personnel submit the following required forms to the Personnel Security Specialist or VA Contracting Officer, through the COR or Personnel Security Specialist, within five (5) business days of contract award.

4. Low Risk Investigative Requirements

- a. All investigations must be completed through the Electronic Questionnaires for Investigations Process (e-QIP). All contractors must complete the Authorization for Investigation Worksheet before they can complete the online e-Qip.
- b. Optional Form 306, Declaration for Federal Employment provide by VA point of contact.
- c. Electronic Fingerprint Verification **or** FD 258, U.S. Department of Justice Fingerprint Applicant Chart.
- d. Once the items requested are completed, the Contractor is authorized to provide services under the contract. As previously stated, if the investigation or screening is not completed prior to the start date of the contract, the Contractor will be responsible for the actions of those individuals they provide to perform work for VA.
- e. The Contractor, when notified of an unfavorable determination by the Government, shall withdraw the contract person from consideration of working under the contract.
- f. Failure to comply with these Contractor personnel security requirements may result in termination of the contract for default.

5. Government Responsibilities

- a. The VA Contracting Officer will ensure a time for contract personnel to complete the fingerprint portion of this requirement, if any, and the COR will responsible for performing any duties assigned by the VA Contracting Officer with regard to fulfilling the Contractor personnel security requirements described herein.
- b. Upon receipt, the local VA facility or VA SIC, depending on the type of investigation/screening required, will review the accuracy of the items requested in paragraph above, and forward these items to OPM to conduct their portion of the background investigation or screening, as applicable.
- c. The requesting VA facility will pay for any portion of the investigation or screening conducted by OPM, if any.
- d. Depending on the type of investigation/screening required, the Personnel Security Specialist, or VA SIC will notify the VA Contracting Officer of the adjudicating results of the background investigation or screening.
- e. The VA Contracting Officer and Personnel Security Specialist will ensure that the required investigations or screening have been completed or are in the process of being requested.

### **3.2 Personnel Identity Verification (PIV) of Contractor Personnel**

In accordance with FAR 52.204-9 and VA Directive 0735 – *Personal Identity Verification of Federal Employees and Contractors*, any contract person who requires routine physical access to a Federally-controlled facility and/or routine access to a Federally-controlled information system will be required to verify their identity prior to providing services under the contract. Prior to providing services under the contract, each contract person will be asked to provide two (2) forms of identification from the Accepted Identification Documentation List to the appropriate VA representative in order to obtain a proper VA-issued identification card. See the Accepted Identification Documentation List provided below. The COR, or designee, will be responsible for sponsoring each contract person that requires a VA-issued identification card.

### **3.3 Security Accreditation Package**

3.3.1 The C&A requirements do not apply to this service requirement and a Security Accreditation Package is not required. Contractor personnel will have NO access to VA sensitive information in their work/service area.

3.3.2 All contractors, whether they have access to PHI or not, are required to complete the VA Privacy and Information Security Awareness and Rules of Behavior (VA10176) training.

## **4.0 QUALITY ASSURANCE AND QUALITY CONTROL**

**4.1 Contractor's Quality Control:** In accordance with FAR 46.202-1, the Government shall rely on contractors' existing quality control/assurance systems as a substitute for Government inspection and testing before tender for acceptance unless customary market practices for the commercial item being acquired include in-process inspection. Any in-process inspection by the Government shall be conducted in a manner consistent with commercial practice.

### **4.2 Government's Quality Assurance:**

4.2.1 In accordance FAR 46.202-2(b), the Government shall not rely on inspection by the contractor if the COR determines that the Government has a need to test the supplies or services in advance of their tender for acceptance, or to pass judgment upon the adequacy of the contractor's internal work processes. In making the determination, the COR shall consider--

- (1) The nature of the supplies and services being purchased and their intended use;
- (2) The potential losses in the event of defects;
- (3) The likelihood of uncontested replacement or correction of defective work; and
- (4) The cost of detailed Government inspection.

4.2.2 The COR will monitor the contractor's performance using a Quality Assurance Surveillance Plan (QASP). The COR and the Contractor will coordinate and agree upon a QASP inspection plan within 30 days after the contract effective date. In accordance with FAR 46.202(3), the following standard inspection requirements shall apply:

- (1) Require the contractor to provide and maintain an inspection system that is acceptable to the Government;
- (2) Give the Government the right to make inspections and tests while work is in process; and
- (3) Require the contractor to keep complete, and make available to the Government, records of its inspection work.

4.2.3 Inspection/Acceptance will be made in accordance with FAR 52.212-4(a), whereas the Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to

inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or re-performance of nonconforming services at no increase in contract price. If repair/replacement or re-performance will not correct the defects or is not possible, the government may seek an equitable price reduction or adequate consideration for acceptance of nonconforming supplies or services. The Government must exercise its post-acceptance rights --

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



## SECTION C - CONTRACT CLAUSES

### C.1 52.212-4 CONTRACT TERMS AND CONDITIONS—COMMERCIAL ITEMS (SEP 2013)

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

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

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

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

(d) *Disputes.* This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613). Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR 52.233-1, Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

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

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

(g) *Invoice.*

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

- (i) Name and address of the Contractor;
- (ii) Invoice date and number;
- (iii) Contract number, contract line item number and, if applicable, the order number;
- (iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;

(v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;

(vi) Terms of any discount for prompt payment offered;

(vii) Name and address of official to whom payment is to be sent;

(viii) Name, title, and phone number of person to notify in event of defective invoice; and

(ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.

(x) Electronic funds transfer (EFT) banking information.

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

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

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

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

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

(i) Payment.—

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

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

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

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

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

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

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

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

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

(D) Contractor point of contact.

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

(6) *Interest.*

(i) All amounts that become payable by the Contractor to the Government under this contract shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury as provided in Section 611 of the Contract Disputes Act of 1978 (Public Law 95-563), which is applicable to the period in which the amount becomes due, as provided in (i)(6)(v) of this clause, and then at the rate applicable for each six-month period as fixed by the Secretary until the amount is paid.

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

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

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

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

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

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

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

(A) The date fixed under this contract.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(r) *Compliance with laws unique to Government contracts.* The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. 3701, et seq., Contract Work Hours and Safety Standards Act; 41 U.S.C. 51-58, Anti-Kickback Act of 1986; 41 U.S.C. 4712 and 10 U.S.C. 2409 relating to whistleblower protections; 49 U.S.C. 40118, Fly American; and 41 U.S.C. 423 relating to procurement integrity.

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

(1) The schedule of supplies/services.

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

(3) The clause at 52.212-5.

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

(5) Solicitation provisions if this is a solicitation.

(6) Other paragraphs of this clause.

(7) The Standard Form 1449.

(8) Other documents, exhibits, and attachments

(9) The specification.

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

(1) Unless exempted by an addendum to this contract, the Contractor is responsible during performance and through final payment of any contract for the accuracy and completeness of the data within the SAM database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the SAM database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the SAM database to ensure it is current, accurate and complete. Updating information in the SAM does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

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

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

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

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

(u) *Unauthorized Obligations.*

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

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

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

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

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

(End of Clause)

## **C.2 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS—COMMERCIAL ITEMS (JAN 2014)**

(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) 52.222-50, Combating Trafficking in Persons (FEB 2009) (22 U.S.C. 7104(g)).

Alternate I (AUG 2007) of 52.222-50 (22 U.S.C. 7104 (g)).

(2) 52.233-3, Protest After Award (Aug 1996) (31 U.S.C. 3553).

(3) 52.233-4, Applicable Law for Breach of Contract Claim (Oct 2004) (Pub. L. 108-77, 108-78).

(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:

[X] (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Sept 2006), with Alternate I (Oct 1995) (41 U.S.C. 253g and 10 U.S.C. 2402).

[] (2) 52.203-13, Contractor Code of Business Ethics and Conduct (APR 2010)(Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).

☐ (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 (Jul 2013) (Pub. L. 109-282) (31 U.S.C. 6101 note).

☐ (5) 52.204-11, American Recovery and Reinvestment Act-Reporting Requirements (JUL 2010) (Pub. L. 111-5).

☐ (6) 52.204-14, Service Contract Reporting Requirements (JAN 2014) (Pub. L. 111-117, section 743 of Div. C).

☐ (7) 52.204-15, Service Contract Reporting Requirements for Indefinite-Delivery Contracts (JAN 2014) (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. (Aug 2013) (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) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (MAY 2012) (section 738 of Division C of Pub. L. 112-74, section 740 of Division C of Pub. L. 111-117, section 743 of Division D of Pub. L. 111-8, and section 745 of Division D of Pub. L. 110-161).

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

☐ (12) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (JAN 2011) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

☐ (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 (Jul 2013) (15 U.S.C. 637(d)(2) and (3)).

☐ (17)(i) 52.219-9, Small Business Subcontracting Plan (Jul 2013) (15 U.S.C. 637(d)(4)).

☐ (ii) Alternate I (Oct 2001) of 52.219-9.

☐ (iii) Alternate II (Oct 2001) of 52.219-9.

☐ (iv) Alternate III (JUL 2010) 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 (NOV 2011) (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)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (OCT 2008) (10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer.)
- ☐ (ii) Alternate I (June 2003) of 52.219-23.
- ☐ (22) 52.219-25, Small Disadvantaged Business Participation Program—Disadvantaged Status and Reporting (Jul 2013) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- ☐ (23) 52.219-26, Small Disadvantaged Business Participation Program—Incentive Subcontracting (Oct 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- ☐ (24) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (NOV 2011) (15 U.S.C. 657f).
- ☒ (25) 52.219-28, Post Award Small Business Program Rerepresentation (Jul 2013) (15 U.S.C. 632(a)(2)).
- ☐ (26) 52.219-29, Notice of Set-Aside for Economically Disadvantaged Women-Owned Small Business (EDWOSB) Concerns (Jul 2013) (15 U.S.C. 637(m)).
- ☐ (27) 52.219-30, Notice of Set-Aside for Women-Owned Small Business (WOSB) Concerns Eligible Under the WOSB Program (Jul 2013) (15 U.S.C. 637(m)).
- ☒ (28) 52.222-3, Convict Labor (June 2003) (E.O. 11755).
- ☐ (29) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (JAN 2014) (E.O. 13126).
- ☒ (30) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).
- ☒ (31) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).
- ☒ (32) 52.222-35, Equal Opportunity for Veterans (SEP 2010) (38 U.S.C. 4212).
- ☒ (33) 52.222-36, Affirmative Action for Workers with Disabilities (Oct 2010) (29 U.S.C. 793).
- ☒ (34) 52.222-37, Employment Reports on Veterans (SEP 2010) (38 U.S.C. 4212).
- ☒ (35) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496).
- ☒ (36) 52.222-54, Employment Eligibility Verification (AUG 2013). (Executive Order 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.)
- ☐ (37)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Items (May 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- ☐ (ii) Alternate I (MAY 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)



- ☐ (38) 52.223-15, Energy Efficiency in Energy-Consuming Products (DEC 2007)(42 U.S.C. 8259b).
- ☐ (39)(i) 52.223-16, IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products (DEC 2007) (E.O. 13423).
- ☐ (ii) Alternate I (DEC 2007) of 52.223-16.
- ☒ (40) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (AUG 2011)
- ☐ (41) 52.225-1, Buy American Act—Supplies (FEB 2009) (41 U.S.C. 10a-10d).
- ☐ (42)(i) 52.225-3, Buy American Act—Free Trade Agreements—Israeli Trade Act (NOV 2012) (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 (MAR 2012) of 52.225-3.
- ☐ (iii) Alternate II (MAR 2012) of 52.225-3.
- ☐ (iv) Alternate III (NOV 2012) of 52.225-3.
- ☐ (43) 52.225-5, Trade Agreements (NOV 2013) (19 U.S.C. 2501, *et seq.*, 19 U.S.C. 3301 note).
- ☒ (44) 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).
- ☐ (45) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Jul 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).
- ☐ (46) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).
- ☐ (47) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).
- ☐ (48) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).
- ☐ (49) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).
- ☐ (50) 52.232-33, Payment by Electronic Funds Transfer—System for Award Management (Jul 2013) (31 U.S.C. 3332).
- ☒ (51) 52.232-34, Payment by Electronic Funds Transfer—Other than System for Award Management (Jul 2013) (31 U.S.C. 3332).
- ☐ (52) 52.232-36, Payment by Third Party (Jul 2013) (31 U.S.C. 3332).
- ☐ (53) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).
- ☐ (54)(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) 52.222-41, Service Contract Act of 1965 (Nov 2007) (41 U.S.C. 351, et seq.).

☒ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

Employee Class

Monetary Wage-Fringe Benefits

☒ (3) 52.222-43, Fair Labor Standards Act and Service Contract Act—Price Adjustment (Multiple Year and Option Contracts) (Sep 2009) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

☐ (4) 52.222-44, Fair Labor Standards Act and Service Contract Act—Price Adjustment (Sep 2009) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

☐ (5) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment—Requirements (Nov 2007) (41 U.S.C. 351, et seq.).

☐ (6) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services—Requirements (FEB 2009) (41 U.S.C. 351, et seq.).

☐ (7) 52.222-17, Nondisplacement of Qualified Workers (JAN 2013) (E.O.13495).

☐ (8) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (MAR 2009)(Pub. L. 110-247)

☐ (9) 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 (APR 2010) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).

(ii) 52.219-8, Utilization of Small Business Concerns (Jul 2013) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$650,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(iii) 52.222-17, Nondisplacement of Qualified Workers (JAN 2013) (E.O. 13495). Flow down required in accordance with paragraph (l) of FAR clause 52.222-17.

(iv) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).

(v) 52.222-35, Equal Opportunity for Veterans (SEP 2010) (38 U.S.C. 4212).

(vi) 52.222-36, Affirmative Action for Workers with Disabilities (Oct 2010) (29 U.S.C. 793).

(vii) 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.

(viii) 52.222-41, Service Contract Act of 1965 (Nov 2007) (41 U.S.C. 351, et seq.).

(ix) 52.222-50, Combating Trafficking in Persons (FEB 2009) (22 U.S.C. 7104(g)).

Alternate I (AUG 2007) of 52.222-50 (22 U.S.C. 7104(g)).

(x) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment—Requirements "(Nov 2007)" (41 U.S.C. 351, et seq.).

(xi) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services-Requirements (FEB 2009)(41 U.S.C. 351, et seq.).

(xii) 52.222-54, Employment Eligibility Verification (AUG 2013).

(xiii) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Jul 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

(xiv) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (MAR 2009)(Pub. L. 110-247). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

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

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

(End of Clause)

**C.3 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)**

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 30 days.

(End of Clause)

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

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

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

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed five (5) years.

(End of Clause)

**C.5 52.228-5 INSURANCE—WORK ON A GOVERNMENT INSTALLATION (JAN 1997)**

(a) The Contractor shall, at its own expense, provide and maintain during the entire performance of this contract, at least the kinds and minimum amounts of insurance required in the Schedule or elsewhere in the contract.

(b) Before commencing work under this contract, the Contractor shall notify the Contracting Officer in writing that the required insurance has been obtained. The policies evidencing required insurance shall contain an endorsement to the effect that any cancellation or any material change adversely affecting the Government's interest shall not be effective—

(1) For such period as the laws of the State in which this contract is to be performed prescribe; or

(2) Until 30 days after the insurer or the Contractor gives written notice to the Contracting Officer, whichever period is longer.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in subcontracts under this contract that require work on a Government installation and shall require subcontractors to provide and maintain the insurance required in the Schedule or elsewhere in the contract. The Contractor shall maintain a copy of all subcontractors' proofs of required insurance, and shall make copies available to the Contracting Officer upon request.

(End of Clause)

<u>FAR Number</u>	<u>Title</u>	<u>Date</u>
52.232-18	AVAILABILITY OF FUNDS	APR 1984
52.232-40	PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS	DEC 2013

**C.6 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)**

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

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

(End of Clause)

### **C.7 VAAR 852.203-70 COMMERCIAL ADVERTISING (JAN 2008)**

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

(End of Clause)

### **C.8 VAAR 852.219-11 VA NOTICE OF TOTAL VETERAN-OWNED SMALL BUSINESS SET-ASIDE (DEC 2009)**

(a) *Definition.* For the Department of Veterans Affairs, "Veteran-owned small business concern"--

(1) Means a small business concern--

(i) Not less than 51 percent of which is owned by one or more veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans;

(ii) The management and daily business operations of which are controlled by one or more veterans;

(iii) The business meets Federal small business size standards for the applicable North American Industry Classification System (NAICS) code identified in the solicitation document; and

(iv) The business has been verified for ownership and control and is so listed in the Vendor Information Pages database, (<http://www.VetBiz.gov>).

(2) "Veteran" is defined in 38 U.S.C. 101(2).

(b) *General.* (1) Offers are solicited only from veteran-owned small business concerns. All service-disabled veteran-owned small businesses are also determined to be veteran-owned small businesses if they meet the criteria identified in paragraph (a)(1) of this section. Offers received from concerns that are not veteran-owned small business concerns shall not be considered.

(2) Any award resulting from this solicitation shall be made to a veteran-owned small business concern.

(c) *Agreement.* A veteran-owned small business concern agrees that in the performance of the contract, in the case of a contract for--

(1) Services (except construction), at least 50 percent of the cost of personnel for contract performance will be spent for employees of the concern or employees of other eligible veteran-owned small business concerns;

(2) Supplies (other than acquisition from a non-manufacturer of the supplies), at least 50 percent of the cost of manufacturing, excluding the cost of materials, will be performed by the concern or other eligible veteran-owned small business concerns;

(3) General construction, at least 15 percent of the cost of the contract performance incurred for personnel will be spent on the concern's employees or the employees of other eligible veteran-owned small business concerns; or

(4) Construction by special trade contractors, at least 25 percent of the cost of the contract performance incurred for personnel will be spent on the concern's employees or the employees of other eligible veteran-owned small business concerns.

(d) A joint venture may be considered a veteran-owned small business concern if:

(1) At least one member of the joint venture is a veteran-owned small business concern, and makes the following representations: That it is a veteran-owned small business concern, and that it is a small business concern under the NAICS code assigned to the procurement;

(2) Each other concern is small under the size standard corresponding to the NAICS code assigned to the procurement;

(3) The joint venture meets the requirements of paragraph 7 of the explanation of Affiliates in 19.101 of the Federal Acquisition Regulation; and

(4) The joint venture meets the requirements of 13 CFR 125.15(b), except that the principal company may be a veteran-owned small business concern or a service-disabled veteran-owned small business concern.

(e) Any veteran-owned small business concern (non-manufacturer) must meet the requirements in 19.102(f) of the Federal Acquisition Regulation to receive a benefit under this program.

(End of Clause)

## **C.9 852.232-72 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.10 VAAR 852.237-70 CONTRACTOR RESPONSIBILITIES (APR 1984)**

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

(End of Clause)

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

See attached document: Attachment II Checklist for New Residential Board and Care.

See attached document: Attachment III Checklist for Existing Hotel and Dormitory Occupancies.

See attached document: Attachment IV Checklist for Existing Residential Board and Care Occupancies.

See attached document: Attachment V Checklist for New Business Occupancies.

See attached document: Attachment VI Checklist for Existing Business Occupancies.



## SECTION E - SOLICITATION PROVISIONS

### **E.1 52.209-5 REPRESENTATION BY CORPORATIONS REGARDING AN UNPAID TAX LIABILITY OR A FELONY CONVICTION UNDER ANY FEDERAL LAW (DEVIATION)(MAR 2012)**

(a) In accordance with Division H, sections 8124 and 8125 of P.L. 112-74 and sections 738 and 739 of P.L. 112-55 none of the funds made available by either Act may be used to enter into a contract with any corporation that—

(1) Has an unpaid federal tax liability, unless the agency has considered suspension or debarment of the corporation and the Suspension and Debarment Official has made a determination that this action is not necessary to protect the interests of the Government.

(2) Has a felony criminal violation under any Federal or State law within the preceding 24 months, unless the agency has considered suspension or debarment of the corporation and Suspension and Debarment Official has made a determination that this action is not necessary to protect the interests of the Government.

(b) The Offeror represents that—

(1) The offeror does ☐ does not ☐ have any unpaid Federal tax liability that has been assessed and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

(2) The offeror, its officers or agents acting on its behalf have ☐ have not ☐ been convicted of a felony criminal violation under a Federal or State law within the preceding 24 months.

(End of Provision)

### **E.2 52.212-1 INSTRUCTIONS TO OFFERORS—COMMERCIAL ITEMS (JUL 2013)**

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

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

(1) The solicitation number;

(2) The time specified in the solicitation for receipt of offers;

(3) The name, address, and telephone number of the offeror;

(4) A technical description of the items being offered in sufficient detail to evaluate compliance with the requirements in the solicitation. This may include product literature, or other documents, if necessary;

(5) Terms of any express warranty;

(6) Price and any discount terms;

(7) "Remit to" address, if different than mailing address;

(8) A completed copy of the representations and certifications at FAR 52.212-3 (see FAR 52.212-3(b) for those representations and certifications that the offeror shall complete electronically);

(9) Acknowledgment of Solicitation Amendments;

(10) Past performance information, when included as an evaluation factor, to include recent and relevant contracts for the same or similar items and other references (including contract numbers, points of contact with telephone numbers and other relevant information); and

(11) If the offer is not submitted on the SF 1449, include a statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation. Offers that fail to furnish required representations or information, or reject the terms and conditions of the solicitation may be excluded from consideration.

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

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

(e) *Multiple offers.* Offerors are encouraged to submit multiple offers presenting alternative terms and conditions or commercial items for satisfying the requirements of this solicitation. Each offer submitted will be evaluated separately.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

GSA Federal Supply Service Specifications Section

Suite 8100 470 East L'Enfant Plaza, SW

Washington, DC 20407

Telephone (202) 619-8925

Facsimile (202) 619-8978.

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

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

(i) ASSIST (<http://assist.daps.dla.mil>).

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

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

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

(i) Using the ASSIST Shopping Wizard (<http://assist.daps.dla.mil/wizard>);

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

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

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

(j) *Data Universal Numbering System (DUNS) Number.* (Applies to all offers exceeding \$3,000, and offers of \$3,000 or less if the solicitation requires the Contractor to be registered in the System for Award Management (SAM) database. The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" or "DUNS +4" followed by the DUNS or DUNS +4 number that identifies the offeror's name and address. The DUNS +4 is the DUNS number plus a 4-character suffix that may be assigned at the discretion of the offeror to establish additional SAM records for identifying alternative Electronic Funds Transfer (EFT) accounts (see FAR Subpart 32.11) for the same concern. If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one. An offeror within the United States may contact Dun and Bradstreet by calling 1-866-705-5711 or via the internet at <http://www.fedgov.dnb.com/webform>. An offeror located outside the United States must contact the local Dun and Bradstreet office for a DUNS number. The offeror should indicate that it is an offeror for a Government contract when contacting the local Dun and Bradstreet office.

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

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

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

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

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

(4) A summary of the rationale for award;

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

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

(End of Provision)

ADDENDUM to FAR 52.212-1 INSTRUCTIONS TO OFFERORS—COMMERCIAL ITEMS

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

The following provisions are incorporated into 52.212-1 as an addendum to this solicitation:

This requirement is a 100% VOSB set aside. Offerors under the VOSB status shall be registered in the VIP Vetbiz database (<https://www.vip.vetbiz.gov/>) prior to making an offer. Those offerors not registered in VIP will not be considered for award. The NAICS code for this requirement is 541350 and size standard of \$7 million.

All quotes must be submitted not later than 03/18/2014 at 12:00 PM PST to [nicole.dorsey@va.gov](mailto:nicole.dorsey@va.gov).

Please see the SOW and its attachments attached.

Proposals must be hard copies in MS Word format and must include the services you are to perform and the cost of each facility separately. All conditions in the Statement of Work must be included in the proposal to be considered.

Contractor must be registered in the System for Award Management (SAM). To register go to <https://www.sam.gov>. Contractor must provide their DUNS Number and Tax Payers ID Number with the proposal.

1. General

The instructions below provide guidance for the preparation and submission of proposals. Their purpose is to establish requirements for the format and content of proposals so that proposals are complete, contain all essential information, and can be evaluated equally.

2. Submission and Content of Proposals

For the purpose of this solicitation, one (1) set of the technical and price proposal shall be submitted by each Offeror prior to closing time for receipt of proposals. The solicitation number shall be prominently written on the subject line of the e-mail containing the proposal. The proposal package must be received no later than 12:00 PM PST, Tuesday, March 18, 2014 and sent to [Nicole.dorsey@va.gov](mailto:Nicole.dorsey@va.gov).

Proposals received after the hour and date specified above will be considered late submissions and will be handled in accordance with FAR 52.212-1, Instructions to Offeror's – Commercial Items (Jul 2013).

3. Technical/Price Proposal Guidelines

Awards may be made without discussion. Therefore, Offeror's are requested to submit their most favorable terms from a technical and price standpoint.

In order to receive maximum consideration in the technical/price evaluation process, each Offeror's proposal MUST at a minimum, address all of the areas outlined in paragraphs 4 and 5 below and include Offeror's DUN's and Tax Payer ID Numbers as well as being registered in System for Award Management (SAM), <https://www.sam.gov>.

4. Information to be Included in Technical Proposals:

A. Experience

The Government will consider the Offeror's experience. Please provide a minimum of three (3) projects completed in the past three (3) years that are similar in size and scope to the requirements of the scope of work.

Offeror's may submit more than three projects. Please provide a sufficiently detailed description for each project so that the Government can evaluate whether it is similar in size and scope to the requirements of this solicitation for evaluation purposes. Failure to provide such information may render the proposal deficient in this area.

#### B. Methodology

Please provide, in detail, how the Offeror plans on completing the scope of work. Provide an explanation of how the Offeror's reports will address all relevant laws and a standard applicable to the survey findings. A sample report or portion of a report may be provided.

#### C. Management Plan and Key Personnel

Surveys must be performed by a registered Fire Protection Engineer. Offerors shall provide a copy of license or certification of Fire Protection Engineer.

Please provide an organization chart detailing overall structure of the Offeror's company. Identify in the organization chart division(s) in which the individuals that will be providing the scope of work are located in relationship to the overall organization of the Offeror's company. Please provide resumes for the key personnel who will be performing the scope of work.

#### 5. Price Proposals

Please provide one (1) original copy of the Price/Cost Schedule, Section B.3 of this solicitation. Please be sure to provide an inked signature on the original bid/offer sheet on Section A.1, Block 30a – 30c of the solicitation package. Place all price bid/offer sheets in a separate document from the technical proposal.

#### **QUESTIONS & ANSWERS**

**The Government will allow for a period of questions and answers pertaining to the attached Statement of Work. All questions must be received by Thursday, March 13, 2014, no later than 12:00 PM PST. Answers and responses will be submitted through an Amendment to this RFQ by Friday, March 14, 2014, no later than 12:00 PM PST. Any questions received after March 13, 2014 may not be recognized.**

(End of Addendum to 52.212-1)

#### **E.3 52.212-2 EVALUATION—COMMERCIAL ITEMS (JAN 1999)**

(a) The Government will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the Government, price and other factors considered. The following factors shall be used to evaluate offers:

- 1) Technical capability of the service offered to meet the Government requirement and
- 2) Price

Award will be made on the basis of Lowest Price Technically Acceptable (LPTA) with the evaluation factors and significant sub-factors that establish the requirements of acceptability set forth in the solicitation of the ADDENDUM to FAR 52.212-1, Instructions to Offerors – Commercial Items.

(b) *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).

(c) A written notice of award or acceptance of an offer, mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer, shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.

(End of Provision)

<u>FAR Number</u>	<u>Title</u>	<u>Date</u>
52.212-3	OFFEROR REPRESENTATIONS AND CERTIFICATIONS— COMMERCIAL ITEMS	NOV 2013

#### **E.4 52.216-1 TYPE OF CONTRACT (APR 1984)**

The Government contemplates award of a contract resulting from this solicitation.

(End of Provision)

#### **E.5 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:

Nicole H. Dorsey

Contracting Officer  
Hand-Carried Address:

Department of Veterans Affairs

VISN 21  
Network Contracting Office (NCO) 21  
3375 Koapaka Street, Suite F250  
Honolulu HI 96819-1800  
Mailing Address:

Department of Veterans Affairs

Network Contracting Office (NCO) 21  
3375 Koapaka Street, Suite F250  
Honolulu HI 96819-1800

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

(End of Provision)

## **E.6 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)

## **E.7 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)

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