

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>			BPA NO.	1. CONTRACT ID CODE	PAGE 1	OF PAGES 6
2. AMENDMENT/MODIFICATION NO. A00001		3. EFFECTIVE DATE 12-11-2015	4. REQUISITION/PURCHASE REQ. NO. 549-16-1-5034-0001		5. PROJECT NO.(If applicable) None	
6. ISSUED BY  Department of Veterans Affairs VISN17 Network Contracting Activity 7400 Merton Minter Blvd. (10N17/90C) San Antonio TX 78229		CODE	7. ADMINISTERED BY (If other than Item 6)  Department of Veterans Affairs VISN17 Network Contracting Activity 7400 Merton Minter Blvd. (10N17/90C) San Antonio TX 78229		CODE	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)  To all Offerors/Bidders			(X)	9A. AMENDMENT OF SOLICITATION NO. VA257-16-Q-0089		
			X	9B. DATED (SEE ITEM 11)		
				10A. MODIFICATION OF CONTRACT/ORDER NO.		
				10B. DATED (SEE ITEM 13)		
CODE		FACILITY CODE				
<b>11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS</b>						
<input checked="" type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers <input checked="" type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning <u>1</u> copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified. <div style="text-align: right;">Tuesday, December 15, 2015 by 12:00 PM C</div>						
12. ACCOUNTING AND APPROPRIATION DATA (If required)		549-3660162-5034-850300-2580 0100501X1				
<b>13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.</b>						
CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.					
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).					
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:					
	D. OTHER (Specify type of modification and authority)					
<b>E. IMPORTANT:</b> Contractor <input type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return <u>1</u> copies to the issuing office.						
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)						
A) The purpose of this amendment is to incorporate the following changes:						
1) Extend the bid submission date from Monday, December 14, 2015 to Tuesday, December 15, 2015 by 12:00 PM CST. 2) Revised Statement of Work, Section 3.0, to include specific certifications and licensure. 3) Incorporate Vendor Request for Information and corresponding Government responses. 4) Revised provision FAR 52.212-1 -- ADDENDUM to FAR 52.212-1 INSTRUCTIONS TO OFFERORS--COMMERCIAL ITEMS.						
B) All other terms and conditions remain unchanged.						
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.						
15A. NAME AND TITLE OF SIGNER (Type or print)			16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)			
			Walter O. Epps Contracting Officer			
15B. CONTRACTOR/OFFEROR		15C. DATE SIGNED	16B. UNITED STATES OF AMERICA		16C. DATE SIGNED	
(Signature of person authorized to sign)			BY (Signature of Contracting Officer)			

## 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:

All interested bidders must submit a signed copy of the SF1449 to include signed copies of any/all amendments. Please be sure to complete B.4 Price/Cost Schedule Item for submission of bid prices.

All interested bidders must submit a capability statement no longer than 10 pages that clearly addresses the following requirements: The company has experience in managing and performing a program of fire extinguisher and fire suppressant inspections for at least twenty-four months during the past thirty-six months for a full-service medical facility. Additional information: (1) Name of organization. (2) Organizational address(s) and telephone number. (3) Organization's point of contact and contact information including telephone number and e-mail address. (4) Current business size status for the applicable NAICS. (5) DUNS number. (6) Small Business Status. (7) Total number of years of experience in providing this service. (8) A minimum of three current and/or past performance reference information for requirements of similar size that includes the contract/order number, customer, and customer contact information, contract value, period of performance, prime or subcontract, and a brief description of services provided under the contract/order number.

In reference with the *Texas Insurance Code Chapter 6001 Fire Extinguisher Service and Installation (formerly Article 5.43-1) and 28 TAC §§ 34.500 The Fire Extinguisher Rules*, and Section 3.0 of the Statement of Work, the Contractor shall submit copies of current (not expired) State of Texas Firm Registration Certification, Branch Office Registration Certification (if applicable), Hydrostatic Testing Registration Certifications, Hood Suppression Certifications and Individual Licenses of all personnel that will be assigned to this contract.

# STATEMENT OF WORK

## North Texas Veterans Health Care System Fire Extinguishers and Suppression Systems Inspections

### **1.0 GENERAL INFORMATION**

**1.1 General:** The Contractor shall ensure all work meets performance standards specified in this Statement of Work. 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, equipment, supplies, and transportation to provide Fire Extinguishers and Suppression Systems Inspections for the North Texas Veterans Health Care System.

**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 Evaluation:** Lowest-price-technically acceptable. Please see attached Request for Quote for submitting prices.

**1.4 Period of Performance:** One 1-year Base Period and four 1-year Option Years.

- Base Period: January 1, 2016 to December 31, 2016
- Option Year 1: January 1, 2017 to December 31, 2017
- Option Year 2: January 1, 2018 to December 31, 2018
- Option Year 3: January 1, 2019 to December 31, 2019
- Option Year 4: January 1, 2020 to December 31, 2020

**1.5 Schedule:** The SFVAMC normal business hours usually operate between 8:00 AM to 4:30 PM PST, Monday through Friday, except Federal Holidays.

**1.5.1 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

### **1.6 Payment and Invoices:**

**1.6.1 Vendor Electronic Invoice Submission Methods:** Facsimile, e-mail, and scanned documents are not acceptable forms of submission for payment requests. Electronic form means an automated system transmitting information electronically according to the accepted electronic data transmission methods below:

- a) VA's Electronic Invoice Presentment and Payment System – The FSC uses a third-party contractor, OB10, to transition vendors from paper to electronic invoice submission. Please go to this website: <http://ob10.com/us/en/veterans-affairs-us/> to begin submitting electronic invoices, free of charge.
- b) A system that conforms to the X12 electronic data interchange (EDI) formats established by the Accredited Standards Center (ASC) chartered by the American National Standards Institute (ANSI). The X12 EDI Web site (<http://www.x12.org>).

**1.6.2 Vendor e-Invoice Set-Up Information:** Please contact OB10 at the phone number or email address listed below to begin submitting your electronic invoices to the VA Financial Services Center for payment processing, free of charge. If you have question about the e-invoicing program or OB10, please contact the FSC at the phone number or email address listed below:

- OB10 e-Invoice Setup Information: 1-877-489-6135
- OB10 e-Invoice email: [VA.Registration@ob10.com](mailto:VA.Registration@ob10.com)
- FSC e-Invoice Contact Information: 1-877-353-9791
- FSC e-invoice email: [vafscshd@va.gov](mailto:vafscshd@va.gov)

## **2.0 SCOPE OF WORK**

**2.1 Location of Work:** All Work described in this Statement of Work (SOW) shall be performed at Dallas VA Medical Center, 4500 South Lancaster Road, Dallas, Texas, Sam Rayburn Memorial Veteran Centers, 1201 East 9<sup>th</sup> Street, Bonham, Texas and at the Veterans Resource Center (Herzog), 4900 S. Lancaster Rd., Dallas Texas. Work is to be accomplished on location at each facility.

**2.2 Description of Work:** The work consists of furnishing all labor, personnel, supplies travel supervision, equipment, tools, materials, and related items necessary to perform (11) monthly inspections, annual maintenance and six year maintenance on 5lb., 10lb., or 20 lb. stored pressure chemical fire extinguishers in all buildings and fleet vehicles. Work is to be completed on any/all classes and ratings of stored pressure fire extinguishers, excluding halogenated/halon agents, in accordance with (IAW) National Fire Protection Association (NFPA) Standard 10, *Standard for Portable Fire Extinguishers, current Edition*. The contractor shall perform to the standards in the contract as well as all local, state, and federal regulations.

In addition, the contractor shall provide semi-annual fire suppression services for (5) kitchen,(1) industrial, (9) residential suppression systems at both the Dallas VA Medical Center and Sam Rayburn Memorial Veterans Center and Veteran's Resource Center (Herzog), IAW National Fire Protection Association (NFPA) Standard 13, *Standard for the Installation of Sprinkler Systems*; NFPA Standard 1710, *Standard for the Organization and Deployment of Fire Suppression Operations, Emergency Medical Operations, and Special Operations to the Public by Career Fire Department, current Edition*; NFPA Standard 96, *Standard for Ventilation Control and Fire Protection of Commercial Cooking Operations, current Edition*; NFPA Standard 15, *Standard for Water Fixed Systems for Fire Protection, current Edition*; NFPA Standard 72, *National Fire Alarm and Signaling Code, current Edition*; and NFPA Standard 15, *Standard for Water Spray Fixed Systems for Fire Protection, current Edition*.

The contractor shall establish a schedule of standard unit costs, which will be the basis for billing all work. These will include the labor, equipment, materials and disposal fees, inclusive of all associated administrative activities.

**2.3 Emergency or After Hour Call outs:** There will be no after hour call outs. If an extinguisher is discharged the Contracting Officer Technical Representative (COTR) will be advised to contact the contractor during the next business/duty day.

### **2.4 Inspections and Servicing Tasks:**

**2.4.1 General:** Inspections and servicing tasks shall be performed, on campus, at location requested by facility occupant IAW the requirements of the NFPA 10, *Standard for Portable Fire Extinguishers*. If work cannot be accomplished on site, contractor will furnish replacement extinguishers that remain current with NFPA 10 standards until occupants units are returned to service. Contractor shall report to the COTR before beginning the inspections. Initial inspections shall being October 1<sup>st</sup> of each federal fiscal year through September 30<sup>th</sup>. Vendor will notify COTR prior to any maintenance is performed on fire extinguishers. COTR will determine if maintenance is required and approval will be given to Vendor to proceed.

**2.4.2 Annual Maintenance:** Inspections, tests, and maintenance to be performed on each system shall include, but is not limited to table I.1(a), Mechanical Parts Maintenance Checklist, and applicable sections of chapter 7 found in NFPA 10, *Standard for Portable Fire Extinguishers, current Edition*.

**2.4.3 Six Year Maintenance Procedures:** Inspections, tests, and maintenance to be performed on each system shall include, but is not limited to attached excel spreadsheet listing applicable Maintenance Checklist and

applicable sections of chapter 7 found in NFPA 10, *Standard for Portable Fire Extinguishers, current Edition*. Contractor is responsible to change out fire extinguishers that are due for 6 year maintenance in all buildings. Vendor will notify COTR prior to any maintenance is performed on fire extinguishers. COTR will determine if maintenance is required and approval will be given to Vendor to proceed.

**2.4.4 Hydrostatic Testing/Maintenance Procedures:** Hydrostatic Tests/Maintenance will be accomplished on cost comparison basis. Vendor will notify COTR prior to any maintenance is performed on fire extinguishers. COTR will determine if maintenance is required and approval will be given to Vendor to proceed. If it's cheaper to purchase a new extinguisher rather than having a hydrostatic test/maintenance, the facility occupant will be so advised by the contractor to purchase a new unit of equal size/type. Contractor will be responsible to change out fire extinguishers that are due for 12-year Hydrostatic Testing in all buildings.

**2.4.5 Inspection Report:** Contractor will maintain records of all maintenance procedures on all fire extinguishers. The contractor shall provide documentation upon request from the Safety Service COTR. The contractor will use, at a minimum, the extinguishers full serial number and building number, pass/fail and reason for failure located for identification purposes. Monthly and annual inspections shall be recorded through use of bar code system, including bar code scanner(s) and computer software program for barcoding provided by the contractor. The software and historic date must be provided to the COTR for record keeping purposes. Monthly Microsoft Excel reports shall be provided to the COTR, or per request either electronically or hard-copied. The inspection reports of all inspections (fire extinguisher and suppression systems), reports, shall include but not limited to the following criteria: 1) Manufactures date (extinguishers), 2) Manufacturer, 3) Equipment size and type, 4) Equipment location, 5) Services due date, 6) Dates of last service, and 7) last inspection date and type of inspection.

**2.5 Replacement of Extinguishers:** NTVHCS is not required to purchase new extinguishers from the contractor awarded with this contract.

**2.6 Schedule:** The contractor shall service fire extinguishers as scheduled by the facility occupant. This service shall be made available all week days, excluding nationally/Federal recognized holidays. Monthly inspections shall be completed by the 25<sup>th</sup> of each month.

### **3.0 CONTRACTOR QUALIFICATIONS/CERTIFICATIONS**

Inspections can be performed by journeyman mechanics and may be assisted by qualified helpers in conformity with local trade practices. At a minimum, the journeyman shall perform the maintenance and inspection service. The industry standard is at least two (2) years' experience and training in the inspection, testing, and maintenance of fire extinguisher and fire suppression systems.

The contractor shall obtain all necessary licensure and/or permits and insurance that is required to perform this work. Proof of licensure and/or permits and insurance is required. In reference with the *Texas Insurance Code Chapter 6001 Fire Extinguisher Service and Installation (formerly Article 5.43-1) and 28 TAC §§ 34.500 The Fire Extinguisher Rules*, the Contractor shall possess current (not expired) State of Texas Firm Registration Certification, Branch Office Registration Certification (if applicable), Hydrostatic Testing Registration Certifications, Hood Suppression Certifications and Individual Licenses of all personnel that will be assigned to this contract. Contractor shall take all precautions necessary to protect persons and property from injury or damage during the performance of this contract. Contractor shall be responsible for any injury to any Contractor's representative, or others, as well as, for any damage to personal or public property that occurs during the performance of this contract that is caused by the contractor's fault or negligence.

### **4.0 POINTS OF CONTACT**

**4.1 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.

**4.1.2 Authorize Services and Changes to Scope of Work:** Only those services specified within are authorized under this contract. All references to the estimated amount of preventative maintenance, inspections, and services provided by the Government are for informational purposes only. Such references do not necessarily indicate the number of inspections, or related contractor duties will remain stable. Before performing any service or repairs of a non-contract nature, notify the Contracting Officers Representative (COR). The COR will request authorization from the Contracting Officer, if related to this contract. The contractor is cautioned that; only Contracting Officer may authorize additional services or repairs for respective contract; and that reimbursement will not be made unless prior authorization is obtained. 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.

**4.2 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 contractor shall respond only to calls for services place by the COR. For each visit to the facility, the contractor must report in person to the M&O Office or a pre-arranged location in the listed buildings as determined by the Chief of M&O, both upon arrival and prior to departure. This procedure is mandatory and the listed phone numbers are for informational purposes only. Contractor shall observe check-in/out procedures as described above so that the VA will be aware of the Contractor's presence at the facility at all times. Upon each departure, Contractor shall serve notice of disposition of work to the Engineering contact office. When a particular repair problem has been resolved, contractor shall provide a complete service report, containing the issue and resolution.

## **5.0 CONTRACTOR PERSONNEL SECURITY REQUIREMENTS:**

**5.1 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.

### **Security Clause(s)**

#### **Section 1: GENERAL**

a. Contractors, contractor personnel, subcontractors, and subcontractor personnel shall be subject to the same Federal laws, regulations, standards, and VA Directives and Handbooks as VA and VA personnel regarding information and information system security.

b. The contractor, their personnel, and their subcontractors shall be subject to the Federal laws, regulations, standards, and VA Directives and Handbooks regarding information and information system security as delineated in this contract.

#### **Section 2: VA INFORMATION CUSTODIAL LANGUAGE**

a. Information made available to the contractor or subcontractor by VA for the performance or administration of this contract or information developed by the contractor/subcontractor in performance or administration of the contract shall be used only for those purposes and shall not be used in any other way without the prior written agreement of the VA. This clause expressly limits the contractor/subcontractor's rights to use data as described in Rights in Data General, FAR 52.227-14(d) (1).

b. The contractor/subcontractor shall not make copies of VA information except as authorized and necessary to perform the terms of the agreement or to preserve electronic information stored on contractor/subcontractor electronic storage media for restoration in case any electronic equipment or data used by the contractor/subcontractor needs to be restored to an operating state. If copies are made for restoration purposes, after the restoration is complete, the copies must be appropriately destroyed.

c. If VA determines that the contractor has violated any of the information confidentiality, privacy, and security provisions of the contract, it shall be sufficient grounds for VA to withhold payment to the contractor or third party or terminate the contract for default or terminate for cause under Federal Acquisition Regulation (FAR) part 12.

d. If a VHA contract is terminated for cause, the associated BAA must also be terminated and appropriate actions taken in accordance with VHA Handbook 1600.01, Business Associate Agreements. Absent an agreement to use or disclose protected health information, there is no business associate relationship.

### **Section 3: C&A**

a. The C&A requirements do not apply and a Security Accreditation Package is not required.

### **6.0 OTHER REQUIREMENTS:**

**6.1 Appearance:** Contractor employees shall present a professional, conservative, and neat appearance. Contractor personnel shall report for duty in a professional manner, in appropriate attire befitting a health care setting, and having complied with socially acceptable standards of personal hygiene expected of health care workers.

**6.2 Protective Clothing:** All hospital infection control standards must be followed while on duty. These items shall remain the property of the Government and shall not be removed from the facility. After use, protective clothing shall be turned in or destroyed as directed by the Chief of Service.

**6.3 Indemnification and Medical Liability Insurance:** The Contractor shall provide and maintain adequate liability insurance coverage consistent with the risks associated with the performance of all services required by this SOW.

**6.4 Continuity of Services/Replacement Staff:** The Contractor Point of Contact shall ensure qualified personnel are available to provide coverage during scheduled absences of primary contract employees or when they will be unable to provide services.

**6.5 Physical Security:** The Contractor shall safeguard all government property, including controlled forms provided for contractor use. At the close of each work period, government equipment, facilities, and other valuable materials shall be secured. Contractors must wear a picture identification badge with company information at all times while performing inspections.

**6.6 Entry Procedures to Controlled/Restricted Areas:** The Contractor shall implement local facility procedures for entry to controlled/restricted areas where Contractor employees will work.

**6.7 Other:** The Contractor shall return all keys, issued uniforms, identification media, and vehicle decals upon completion/termination of the contract, as appropriate. Final payment will not be made to the Contractor without these items returned to the Government.

### **7.0 NARA RM LANGUAGE CLAUSE TO BE INCLUDED IN CONTRACTS, AS NECESSARY:**

1. Citations to pertinent laws, codes and regulations such as 44 U.S.C Chapter 21, 29, 31 and 33; Freedom of Information Act (5 U.S.C. 552); Privacy Act (5 U.S.C. 552a); 36 CFR Part 1222 and Part 1228.

2. Contractor shall treat all deliverables under the contract as the property of the U.S. Government for which the Government Agency shall have unlimited rights to use, dispose of, or disclose such data contained therein as it determines to be in the public interest.
3. Contractor shall not create or maintain any records that are not specifically tied to or authorized by the contract using Government 'IT' equipment and/or Government records.
4. Contractor shall not retain, use, sell, or disseminate copies of any deliverable that contains information covered by the Privacy Act of 1974 or that which is generally protected by the Freedom of Information Act.
5. Contractor shall not create or maintain any records containing any Government Agency records that are not specifically tied to or authorized by the contract.
6. The Government Agency owns the rights to all data/records produced as part of this contract.
7. The Government Agency owns the rights to all electronic information (electronic data, electronic information systems, electronic databases, etc.) and all supporting documentation created as part of this contract. Contractor must deliver sufficient technical documentation with all data deliverables to permit the agency to use the data.
8. Contractor agrees to comply with Federal and Agency records management policies, including those policies associated with the safeguarding of records covered by the Privacy Act of 1974. These policies include the preservation of all records created or received regardless of format [paper, electronic, etc.] or mode of transmission [e-mail, fax, etc.] or state of completion [draft, final, etc.].
9. No disposition of documents will be allowed without the prior written consent of the Contracting Officer. The Agency and its contractors are responsible for preventing the alienation or unauthorized destruction of records, including all forms of mutilation. Willful and unlawful destruction, damage or alienation of Federal records is subject to the fines and penalties imposed by 18 U.S.C. 2701. Records may not be removed from the legal custody of the Agency or destroyed without regard to the provisions of the agency records schedules.
10. Contractor is required to obtain the Contracting Officer's approval prior to engaging in any contractual relationship (sub-contractor) in support of this contract requiring the disclosure of information, Documentary material and/or records generated under or relating to this contract. The Contractor (and any sub-contractor) is required to abide by Government and Agency guidance for protecting sensitive and proprietary information.

**References:**

**VHA Directive 6300/VA Handbook 6300.1**  
**North Texas VA Medical Center Policy**  
**36 CFR Part 1222.32 (b)**



## VENDOR REQUESTS FOR INFORMATION (RFI)

**Q1.** Are there any RFIs you have answered that you can share with me please?

**A1.** At this time, I have not received any RFI's from any potential vendors.

**Q2.** Is it ok to email you the quote or does it have to be delivered to your office by noon on 14 December?

**A2.** Yes, the quote must be emailed by the deadline specified within the solicitation.

**Q3.** Is a bid bond required with the quote?

**A3.** Bid Bonds are only required for Construction Contracts. This requirement does not contain any affiliated dismantling, demolition, or removal of improvements, thus, this is not a construction contract. IAW FAR 28.103, a Performance and Payment Bond could be applied, however, due to the nature of the services being required, the following situations do not warrant a performance and payment bond:

**FAR 28.103-2 -- Performance Bonds.**

(a) Performance bonds may be required for contracts exceeding the simplified acquisition threshold when necessary to protect the Government's interest. The following situations may warrant a performance bond:

(1) Government property or funds are to be provided to the contractor for use in performing the contract or as partial compensation (as in retention of salvaged material).

(2) A contractor sells assets to or merges with another concern, and the Government, after recognizing the latter concern as the successor in interest, desires assurance that it is financially capable.

(3) Substantial progress payments are made before delivery of end items starts.

(4) Contracts are for dismantling, demolition, or removal of improvements.

(b) The Government may require additional performance bond protection when a contract price is increased.

(c) The contracting officer must determine the contractor's responsibility (see Subpart 9.1) even though a bond has been or can be obtained.

**FAR 28.103-3 -- Payment Bonds.**

(a) A payment bond is required only when a performance bond is required, and if the use of payment bond is in the Government's interest.

(b) When a contract price is increased, the Government may require additional bond protection in an amount adequate to protect suppliers of labor and material.

**Q4.** Are there any amendments to the solicitation posted, I didn't see any but just wanted to check?

**A4.** At this time, no amendments have been posted.