

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30				1. REQUISITION NO.		PAGE 1 OF	
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE		4. ORDER NO.		5. SOLICITATION NUMBER VA262-16-R-0468	
7. FOR SOLICITATION INFORMATION CALL:		a. NAME Stephen Y. Kwak				b. TELEPHONE NO. (No Collect Calls) 562-766-2317	
9. ISSUED BY Department of Veterans Affairs Network Contracting Office 22 4811 Airport Plaza Drive Suite 600 Long Beach CA 90815				10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED OR <input type="checkbox"/> SET ASIDE: _____ % FOR: <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM NAICS: 531390 <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> EDWOSB <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input type="checkbox"/> 8(A) SIZE STANDARD: \$7.5 Million			
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS		13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) <input type="checkbox"/>		13b. RATING N/A	
15. DELIVER TO VA Greater Los Angeles Healthcare System West Los Angeles Medical Center 11301 Wilshire Blvd Los Angeles CA 90073				16. ADMINISTERED BY Department of Veterans Affairs Network Contracting Office 22 4811 Airport Plaza Drive Suite 600 Long Beach CA 90815			
17a. CONTRACTOR/OFFEROR CODE		FACILITY CODE		18a. PAYMENT WILL BE MADE BY		CODE 00262	
TELEPHONE NO. DUNS: DUNS+4:				PHONE: FAX:			
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER				18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM			
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES			21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT

This is a draft solicitation.

**A final version of the solicitation will be posted
via FedBizOpps (FBO) by May 31, 2016**

All questions and comments **MUST** be in writing and be sent via email to

Mr. Stephen Kwak at stephen.kwak@va.gov.

(Use Reverse and/or Attach Additional Sheets as Necessary)			
25. ACCOUNTING AND APPROPRIATION DATA			26. TOTAL AWARD AMOUNT (For Govt. Use Only) \$0.00
<input 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 checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED. <input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED			<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)	31c. DATE SIGNED

Table of Contents

SECTION A.....	1
A.1 SF 1449 SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS.....	1
SECTION B - CONTINUATION OF SF 1449 BLOCKS.....	4
B.1 CONTRACT ADMINISTRATION DATA.....	4
B.2 STATEMENT OF WORK.....	5
B.3 LIMITATIONS ON SUBCONTRACTING-- MONITORING AND COMPLIANCE (JUN 2011).....	5
B.4 SUBCONTRACTING COMMITMENTS--MONITORING AND COMPLIANCE (JUN 2011).....	5
B.5 SUBCONTRACTING PLAN--MONITORING AND COMPLIANCE (JUN 2011).....	6
SECTION C - CONTRACT CLAUSES	7
C.1 52.212-4 CONTRACT TERMS AND CONDITIONS—COMMERCIAL ITEMS (MAY 2015).....	7
C.2 52.203-99 PROHIBITION ON CONTRACTING WITH ENTITIES THAT REQUIRE CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS (DEVIATION) (FEB 2015) ...	13
C.3 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999).....	13
C.4 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000).....	14
C.5 52.228-5 INSURANCE—WORK ON A GOVERNMENT INSTALLATION (JAN 1997) .	14
C.6 SUPPLEMENTAL INSURANCE REQUIREMENTS	14
C.7 VAAR 852.203-70 COMMERCIAL ADVERTISING (JAN 2008)	15
C.8 VAAR 852.203-71 DISPLAY OF DEPARTMENT OF VETERAN AFFAIRS HOTLINE POSTER (DEC 1992).....	15
C.9 VAAR 852.215-71 EVALUATION FACTOR COMMITMENTS (DEC 2009)	15
C.10 VAAR 852.219-9 VA SMALL BUSINESS SUBCONTRACTING PLAN MINIMUM REQUIREMENTS (DEC 2009).....	16
C.11 VAAR 852.232-72 ELECTRONIC SUBMISSION OF PAYMENT REQUESTS (NOV 2012).....	16
C.12 VAAR 852.237-70 CONTRACTOR RESPONSIBILITIES (APR 1984).....	17
C.13 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998).....	18
C.14 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS—COMMERCIAL ITEMS (FEB 2016).....	18
SECTION D - CONTRACT DOCUMENTS, EXHIBITS, OR ATTACHMENTS	25
SECTION E - SOLICITATION PROVISIONS	26
E.1 52.212-1 INSTRUCTIONS TO OFFERORS—COMMERCIAL ITEMS (OCT 2015).....	26
E.2 52.212-2 EVALUATION—COMMERCIAL ITEMS (OCT 2014)	30
E.3 52.203-98 PROHIBITION ON CONTRACTING WITH ENTITIES THAT REQUIRE CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS—REPRESENTATION (DEVIATION) (FEB 2015).....	30
E.4 52.209-5 REPRESENTATION BY CORPORATIONS REGARDING AN UNPAID TAX LIABILITY OR A FELONY CONVICTION UNDER ANY FEDERAL LAW (DEVIATION)(MAR 2012)	31
E.5 52.209-7 INFORMATION REGARDING RESPONSIBILITY MATTERS (JUL 2013)	31

E.6 52.216-1 TYPE OF CONTRACT (APR 1984).....	32
E.7 52.233-2 SERVICE OF PROTEST (SEP 2006)	32
E.8 VAAR 852.215-70 SERVICE-DISABLED VETERAN-OWNED AND VETERAN-OWNED SMALL BUSINESS EVALUATION FACTORS (DEC 2009).....	33
E.9 VAAR 852.219-71 VA MENTOR-PROTÉGÉ PROGRAM (DEC 2009)	34
E.10 VAAR 852.233-70 PROTEST CONTENT/ALTERNATIVE DISPUTE RESOLUTION (JAN 2008)	34
E.11 VAAR 852.233-71 ALTERNATE PROTEST PROCEDURE (JAN 1998)	35
E.13 VAAR 852.273-74 AWARD WITHOUT EXCHANGES (JAN 2003).....	35
E.14 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998).....	36
E.15 52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS—COMMERCIAL ITEMS (NOV 2015)	36

DRAFT

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 (90C)

Department of Veterans Affairs
Network Contracting Office 22
4811 Airport Plaza Drive
Suite 600
Long Beach CA 90815

2. CONTRACTOR REMITTANCE ADDRESS: All payments by the Government to the contractor should be mailed to the following address:

3. INVOICES: Invoices shall be submitted in arrears:

- a. Quarterly ☐
- b. Semi-Annually ☐
- c. Other ☒ To Be Determined

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
Financial Services Center
P.O. 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 STATEMENT OF WORK

A draft scope of work has been provided at the end of this solicitation.

B.3 LIMITATIONS ON SUBCONTRACTING-- MONITORING AND COMPLIANCE (JUN 2011)

This solicitation includes FAR 52.219-4 Notice of Price Evaluation Preference for HubZone Small Business Concerns. 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.

B.4 SUBCONTRACTING COMMITMENTS--MONITORING AND COMPLIANCE (JUN 2011)

This solicitation includes VAAR 852.215-70, Service-Disabled Veteran-Owned and Veteran-Owned Small Business Evaluation Factors, and VAAR 852.215-71, Evaluation Factor Commitments. Accordingly, any contract resulting from this solicitation will include these clauses. The contractor is advised in performing contract administration functions, the CO may use the services of a support contractor(s) to assist in assessing contractor compliance with the subcontracting commitments incorporated into the contract. To that end, the support contractor(s) may require access to the contractor's business records or other proprietary data to review such business records regarding contract 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 compliance with the subcontracting commitments.

B.5 SUBCONTRACTING PLAN--MONITORING AND COMPLIANCE (JUN 2011)

This solicitation includes FAR 52.219-9, Small Business Subcontracting Plan, and VAAR 852.219-9, VA Small Business Subcontracting Plan Minimum Requirement. Accordingly, any contract resulting from this solicitation will include these clauses. The contractor is advised in performing contract administration functions, the CO may use the services of a support contractor(s) to assist in assessing the contractor's compliance with the plan, including reviewing the contractor's accomplishments in achieving the subcontracting goals in the plan. To that end, the support contractor(s) may require access to the contractor's business records or other proprietary data 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 compliance with the subcontracting plan.

SECTION C - CONTRACT CLAUSES

C.1 52.212-4 CONTRACT TERMS AND CONDITIONS—COMMERCIAL ITEMS (MAY 2015)

(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 41 U.S.C. chapter 71, Contract Disputes. 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 41 U.S.C. 7109, 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. chapter 37, Contract Work Hours and Safety Standards; 41 U.S.C. chapter 87, Kickbacks; 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. chapter 21 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.

(v) *Incorporation by reference.* The Contractor's representations and certifications, including those completed electronically via the System for Award Management (SAM), are incorporated by reference into the contract.

(End of Clause)

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

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

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

C.2 52.203-99 PROHIBITION ON CONTRACTING WITH ENTITIES THAT REQUIRE CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS (DEVIATION) (FEB 2015)

(a) The Contractor shall not require employees or contractors seeking to report fraud, waste, or abuse to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

(b) The contractor shall notify employees that the prohibitions and restrictions of any internal confidentiality agreements covered by this clause are no longer in effect.

(c) The prohibition in paragraph (a) of this clause does not contravene requirements applicable to Standard Form 312, Form 4414, or any other form issued by a Federal department or agency governing the nondisclosure of classified information.

(d)(1) In accordance with section 743 of Division E, Title VII, of the Consolidated and Further Continuing Resolution Appropriations Act, 2015 (Pub. L. 113-235), use of funds appropriated (or otherwise made available) under that or any other Act may be prohibited, if the Government determines that the Contractor is not in compliance with the provisions of this clause.

(2) The Government may seek any available remedies in the event the contractor fails to comply with the provisions of this clause.

(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 and six months.

(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)

C.6 SUPPLEMENTAL INSURANCE REQUIREMENTS

In accordance with FAR 28.307-2 and FAR 52.228-5, the following minimum coverage shall apply to this contract:

(a) Workers' compensation and employers liability: Contractors are required to comply with applicable Federal and State workers' compensation and occupational disease statutes. If occupational diseases are not compensable under those statutes, they shall be covered under the employer's liability section of the insurance policy, except when contract operations are so commingled with a Contractor's commercial operations that it would not be practical to require this coverage. Employer's liability coverage of at least \$100,000 is required, except in States with exclusive or monopolistic funds that do not permit workers' compensation to be written by private carriers.

(b) General Liability: \$500,000.00 per occurrences.

(c) Automobile liability: \$200,000.00 per person; \$500,000.00 per occurrence and \$20,000.00 property damage.

(d) The successful bidder must present to the Contracting Officer, prior to award, evidence of general liability insurance without any exclusionary clauses for asbestos that would void the general liability coverage.

(End of Clause)

C.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 852.203-71 DISPLAY OF DEPARTMENT OF VETERAN AFFAIRS HOTLINE POSTER (DEC 1992)

(a) Except as provided in paragraph (c) below, the Contractor shall display prominently, in common work areas within business segments performing work under VA contracts, Department of Veterans Affairs Hotline posters prepared by the VA Office of Inspector General.

(b) Department of Veterans Affairs Hotline posters may be obtained from the VA Office of Inspector General (53E), P.O. Box 34647, Washington, DC 20043-4647.

(c) The Contractor need not comply with paragraph (a) above if the Contractor has established a mechanism, such as a hotline, by which employees may report suspected instances of improper conduct, and instructions that encourage employees to make such reports.

(End of Clause)

C.9 VAAR 852.215-71 EVALUATION FACTOR COMMITMENTS (DEC 2009)

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

(End of Clause)

C.10 VAAR 852.219-9 VA SMALL BUSINESS SUBCONTRACTING PLAN MINIMUM REQUIREMENTS (DEC 2009)

(a) This clause does not apply to small business concerns.

(b) If the offeror is required to submit an individual subcontracting plan, the minimum goals for award of subcontracts to service-disabled veteran-owned small business concerns and veteran-owned small business concerns shall be at least commensurate with the Department's annual service-disabled veteran-owned small business and veteran-owned small business prime contracting goals for the total dollars planned to be subcontracted.

(c) For a commercial plan, the minimum goals for award of subcontracts to service-disabled veteran-owned small business concerns and veteran-owned small businesses shall be at least commensurate with the Department's annual service-disabled veteran-owned small business and veteran-owned small business prime contracting goals for the total value of projected subcontracts to support the sales for the commercial plan.

(d) To be credited toward goal achievements, businesses must be verified as eligible in the Vendor Information Pages database. The contractor shall annually submit a listing of service-disabled veteran-owned small businesses and veteran-owned small businesses for which credit toward goal achievement is to be applied for the review of personnel in the Office of Small and Disadvantaged Business Utilization.

(e) The contractor may appeal any businesses determined not eligible for crediting toward goal achievements by following the procedures contained in 819.407.

(End of Clause)

C.11 VAAR 852.232-72 ELECTRONIC SUBMISSION OF PAYMENT REQUESTS (NOV 2012)

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

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

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

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

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

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

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

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

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

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

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

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

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

(1) Awards made to foreign vendors for work performed outside the United States;

(2) Classified contracts or purchases when electronic submission and processing of payment requests could compromise the safeguarding of classified or privacy information;

(3) Contracts awarded by contracting officers in the conduct of emergency operations, such as responses to national emergencies;

(4) Solicitations or contracts in which the designated agency office is a VA entity other than the VA Financial Services Center in Austin, Texas; or

(5) Solicitations or contracts in which the VA designated agency office does not have electronic invoicing capability as described above.

(End of Clause)

C.12 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)

C.13 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

<http://www.acquisition.gov/far/index.html>

<http://www.va.gov/oal/library/vaar/>

(End of Clause)

<u>FAR Number</u>	<u>Title</u>	<u>Date</u>
52.203-17	CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS	APR 2014
52.204-18	COMMERCIAL AND GOVERNMENT ENTITY CODE MAINTENANCE	JUL 2015
52.232-40	PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS	DEC 2013

(End of Addendum to 52.212-4)

C.14 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS—COMMERCIAL ITEMS (FEB 2016)

(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) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (NOV 2015).
- (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) (Public Laws 108-77 and 108-78 (19 U.S.C. 3805 note)).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

[X] (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Sept 2006), with Alternate I (Oct 1995) (41 U.S.C. 4704 and 10 U.S.C. 2402).

[X] (2) 52.203-13, Contractor Code of Business Ethics and Conduct (OCT 2015) (41 U.S.C. 3509).

☐ (3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (JUN 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)

☒ (4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (OCT 2015) (Pub. L. 109-282) (31 U.S.C. 6101 note).

☐ (5) [Reserved]

☒ (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. (OCT 2015) (31 U.S.C. 6101 note).

☒ (9) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (Jul 2013) (41 U.S.C. 2313).

☐ (10) [Reserved]

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

☐ (ii) Alternate I (NOV 2011) of 52.219-3.

☒ (12)(i) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (OCT 2014) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

☐ (ii) Alternate I (JAN 2011) of 52.219-4.

☐ (13) [Reserved]

☐ (14)(i) 52.219-6, Notice of Total Small Business Set-Aside (NOV 2011) (15 U.S.C. 644).

☐ (ii) Alternate I (NOV 2011).

☐ (iii) Alternate II (NOV 2011).

☐ (15)(i) 52.219-7, Notice of Partial Small Business Set-Aside (June 2003) (15 U.S.C. 644).

☐ (ii) Alternate I (Oct 1995) of 52.219-7.

☐ (iii) Alternate II (Mar 2004) of 52.219-7.

☒ (16) 52.219-8, Utilization of Small Business Concerns (OCT 2014) (15 U.S.C. 637(d)(2) and (3)).

☒ (17)(i) 52.219-9, Small Business Subcontracting Plan (OCT 2015) (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 (OCT 2015) 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) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (NOV 2011) (15 U.S.C. 657f).
- ☒ (22) 52.219-28, Post Award Small Business Program Rerepresentation (Jul 2013) (15 U.S.C. 632(a)(2)).
- ☐ (23) 52.219-29, Notice of Set-Aside for, or Sole Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (DEC 2015) (15 U.S.C. 637(m)).
- ☐ (24) 52.219-30, Notice of Set-Aside for, or Sole Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (DEC 2015) (15 U.S.C. 637(m)).
- ☒ (25) 52.222-3, Convict Labor (June 2003) (E.O. 11755).
- ☒ (26) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (FEB 2016) (E.O. 13126).
- ☒ (27) 52.222-21, Prohibition of Segregated Facilities (APR 2015).
- ☒ (28) 52.222-26, Equal Opportunity (APR 2015) (E.O. 11246).
- ☒ (29) 52.222-35, Equal Opportunity for Veterans (OCT 2015) (38 U.S.C. 4212).
- ☒ (30) 52.222-36, Equal Opportunity for Workers with Disabilities (JUL 2014) (29 U.S.C. 793).
- ☒ (31) 52.222-37, Employment Reports on Veterans (OCT 2015) (38 U.S.C. 4212).
- ☒ (32) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496).
- ☒ (33)(i) 52.222-50, Combating Trafficking in Persons (MAR 2015) (22 U.S.C. chapter 78 and E.O. 13627).
- ☐ (ii) Alternate I (MAR 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).
- ☒ (34) 52.222-54, Employment Eligibility Verification (OCT 2015). (E. O. 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)
- ☐ (35)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Items (May 2008) (42 U.S.C.6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

☐ (ii) Alternate I (MAY 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

☐ (36)(i) 52.223-13, Acquisition of EPEAT®-Registered Imaging Equipment (JUN 2014) (E.O.s 13423 and 13514).

☐ (ii) Alternate I (OCT 2015) of 52.223-13.

☐ (37)(i) 52.223-14, Acquisition of EPEAT®-Registered Televisions (JUN 2014) (E.O.s 13423 and 13514).

☐ (ii) Alternate I (JUN 2014) of 52.223-14.

☐ (38) 52.223-15, Energy Efficiency in Energy-Consuming Products (DEC 2007)(42 U.S.C. 8259b).

☐ (39)(i) 52.223-16, Acquisition of EPEAT®-Registered Personal Computer Products (OCT 2015) (E.O.s 13423 and 13514).

☐ (ii) Alternate I (JUN 2014) of 52.223-16.

☒ (40) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (AUG 2011)

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

☐ (42)(i) 52.225-3, Buy American—Free Trade Agreements—Israeli Trade Act (MAY 2014) (41 U.S.C. chapter 83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43).

☐ (ii) Alternate I (MAY 2014) of 52.225-3.

☐ (iii) Alternate II (MAY 2014) of 52.225-3.

☐ (iv) Alternate III (MAY 2014) of 52.225-3.

☒ (43) 52.225-5, Trade Agreements (FEB 2016) (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. 4505, 10 U.S.C. 2307(f)).

☐ (49) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 4505, 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 (MAY 2014) (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) 52.222-17, Nondisplacement of Qualified Workers (MAY 2014) (E.O. 13495).

☐ (2) 52.222-41, Service Contract Labor Standards (MAY 2014) (41 U.S.C. chapter 67).

☐ (3) 52.222-42, Statement of Equivalent Rates for Federal Hires (MAY 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

☐ (4) 52.222-43, Fair Labor Standards Act and Service Contract Labor Standards—Price Adjustment (Multiple Year and Option Contracts) (MAY 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

☐ (5) 52.222-44, Fair Labor Standards Act and Service Contract Labor Standards—Price Adjustment (MAY 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

☐ (6) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment—Requirements (MAY 2014) (41 U.S.C. chapter 67).

☐ (7) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services—Requirements (MAY 2014) (41 U.S.C. chapter 67).

☐ (8) 52.222-55, Minimum Wages Under Executive Order 13658 (DEC 2015) (E.O. 13658).

☐ (9) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (MAY 2014) (42 U.S.C. 1792).

☐ (10) 52.237-11, Accepting and Dispensing of \$1 Coin (SEP 2008) (31 U.S.C. 5112(p)(1)).

(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records—Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e)(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause—

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (OCT 2015) (41 U.S.C. 3509).

(ii) 52.219-8, Utilization of Small Business Concerns (OCT 2014) (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 \$700,000 (\$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 (MAY 2014) (E.O. 13495). Flow down required in accordance with paragraph (l) of FAR clause 52.222-17.

(iv) 52.222-21, Prohibition of Segregated Facilities (APR 2015).

(v) 52.222-26, Equal Opportunity (APR 2015) (E.O. 11246).

(vi) 52.222-35, Equal Opportunity for Veterans (OCT 2015) (38 U.S.C. 4212).

(vii) 52.222-36, Equal Opportunity for Workers with Disabilities (JUL 2014) (29 U.S.C. 793).

(viii) 52.222-37, Employment Reports on Veterans (OCT 2015) (38 U.S.C. 4212).

(ix) 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.

(x) 52.222-41, Service Contract Labor Standards (MAY 2014) (41 U.S.C. chapter 67).

(xi)(A) 52.222-50, Combating Trafficking in Persons (MAR 2015) (22 U.S.C. chapter 78 and E.O. 13627).

(B) Alternate I (MAR 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).

(xii) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment—Requirements (MAY 2014) (41 U.S.C. chapter 67).

(xiii) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services—Requirements (MAY 2014) (41 U.S.C. chapter 67).

(xiv) 52.222-54, Employment Eligibility Verification (OCT 2015) (E. O. 12989).

(xv) 52.222-55, Minimum Wages Under Executive Order 13658 (DEC 2015) (E.O. 13658).

(xvi) 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).

(xvii) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (MAY 2014) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

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

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

(End of Clause)

SECTION D - CONTRACT DOCUMENTS, EXHIBITS, OR ATTACHMENTS

Attachment A – Principles for a Partnership Agreement

Attachment B – March 5, 1988 Deed

Attachment C – Los Angeles Homeless Veterans Leasing Act of 2015

Attachment D – Sample Pricing Sheet

DRAFT

SECTION E - SOLICITATION PROVISIONS

E.1 52.212-1 INSTRUCTIONS TO OFFERORS—COMMERCIAL ITEMS (OCT 2015)

(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 (<https://assist.dla.mil/online/start/>);

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

(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 (<https://assist.dla.mil/wizard/index.cfm>);

(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 \$3,500, and offers of \$3,500 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:

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

(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:

To be determined

Technical and past performance, when combined, are [to be determined].

(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)

E.3 52.203-98 PROHIBITION ON CONTRACTING WITH ENTITIES THAT REQUIRE CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS—REPRESENTATION (DEVIATION) (FEB 2015)

(a) In accordance with section 743 of Division E, Title VII, of the Consolidated and Further Continuing Resolution Appropriations Act, 2015 (Pub. L. 113-235), Government agencies are not permitted to use funds appropriated (or otherwise made available) under that or any other Act for contracts with an entity that requires employees or subcontractors of such entity seeking to report fraud, waste, or abuse to sign internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or contractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

(b) The prohibition in paragraph (a) of this provision does not contravene requirements applicable to Standard Form 312, Form 4414, or any other form issued by a Federal department or agency governing the nondisclosure of classified information.

(c) *Representation.* By submission of its offer, the Offeror represents that it does not require employees or subcontractors of such entity seeking to report fraud, waste, or abuse to sign internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

(End of Provision)

E.4 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.5 52.209-7 INFORMATION REGARDING RESPONSIBILITY MATTERS (JUL 2013)

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

"Administrative proceeding" means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative Proceedings, Civilian Board of Contract Appeals Proceedings, and Armed Services Board of Contract Appeals Proceedings). This includes administrative proceedings at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include agency actions such as contract audits, site visits, corrective plans, or inspection of deliverables.

"Federal contracts and grants with total value greater than \$10,000,000" means—

(1) The total value of all current, active contracts and grants, including all priced options; and

(2) The total value of all current, active orders including all priced options under indefinite-delivery, indefinite-quantity, 8(a), or requirements contracts (including task and delivery and multiple-award Schedules).

"Principal" means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a division or business segment; and similar positions).

(b) The offeror [] has [] does not have current active Federal contracts and grants with total value greater than \$10,000,000.

(c) If the offeror checked "has" in paragraph (b) of this provision, the offeror represents, by submission of this offer, that the information it has entered in the Federal Awardee Performance and Integrity Information System (FAPIS) is current, accurate, and complete as of the date of submission of this offer with regard to the following information:

(1) Whether the offeror, and/or any of its principals, has or has not, within the last five years, in connection with the award to or performance by the offeror of a Federal contract or grant, been the subject of a proceeding, at the Federal or State level that resulted in any of the following dispositions:

(i) In a criminal proceeding, a conviction.

(ii) In a civil proceeding, a finding of fault and liability that results in the payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more.

(iii) In an administrative proceeding, a finding of fault and liability that results in—

(A) The payment of a monetary fine or penalty of \$5,000 or more; or

(B) The payment of a reimbursement, restitution, or damages in excess of \$100,000.

(iv) In a criminal, civil, or administrative proceeding, a disposition of the matter by consent or compromise with an acknowledgment of fault by the Contractor if the proceeding could have led to any of the outcomes specified in paragraphs (c)(1)(i), (c)(1)(ii), or (c)(1)(iii) of this provision.

(2) If the offeror has been involved in the last five years in any of the occurrences listed in (c)(1) of this provision, whether the offeror has provided the requested information with regard to each occurrence.

(d) The offeror shall post the information in paragraphs (c)(1)(i) through (c)(1)(iv) of this provision in FAPIS as required through maintaining an active registration in the System for Award Management database via <https://www.acquisition.gov> (see 52.204-7).

(End of Provision)

E.6 52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of an Indefinite Delivery/Indefinite Quantity (IDIQ) contract resulting from this solicitation.

(End of Provision)

E.7 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:

Alan Trinh
Deputy Director of Contracting

Hand-Carried Address:

Department of Veterans Affairs

Network Contracting Office 22
4811 Airport Plaza Drive
Suite 600
Long Beach CA 90815

Mailing Address:

Department of Veterans Affairs

Network Contracting Office 22
4811 Airport Plaza Drive
Suite 600
Long Beach Long Beach 90815

(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.8 VAAR 852.215-70 SERVICE-DISABLED VETERAN-OWNED AND VETERAN-OWNED SMALL BUSINESS EVALUATION FACTORS (DEC 2009)

(a) In an effort to achieve socioeconomic small business goals, depending on the evaluation factors included in the solicitation, VA shall evaluate offerors based on their service-disabled veteran-owned or veteran-owned small business status and their proposed use of eligible service-disabled veteran-owned small businesses and veteran-owned small businesses as subcontractors.

(b) Eligible service-disabled veteran-owned offerors will receive full credit, and offerors qualifying as veteran-owned small businesses will receive partial credit for the Service-Disabled Veteran-Owned and Veteran-owned Small Business Status evaluation factor. To receive credit, an offeror must be registered and verified in Vendor Information Pages (VIP) database. (<http://www.VetBiz.gov>).

(c) Non-veteran offerors proposing to use service-disabled veteran-owned small businesses or veteran-owned small businesses as subcontractors will receive some consideration under this evaluation factor. Offerors must state in their proposals the names of the SDVOSBs and VOSBs with whom they intend to subcontract and provide a brief description of the proposed subcontracts and the approximate dollar values of the proposed subcontracts. In addition, the proposed subcontractors must be registered and verified in the VetBiz.gov VIP database (<http://www.vetbiz.gov>).

(End of Provision)

E.9 VAAR 852.219-71 VA MENTOR-PROTÉGÉ PROGRAM (DEC 2009)

(a) Large businesses are encouraged to participate in the VA Mentor-Protégé Program for the purpose of providing developmental assistance to eligible service-disabled veteran-owned small businesses and veteran-owned small businesses to enhance the small businesses' capabilities and increase their participation as VA prime contractors and as subcontractors.

(b) The program consists of:

- (1) Mentor firms, which are contractors capable of providing developmental assistance;
- (2) Protégé firms, which are service-disabled veteran-owned small business concerns or veteran-owned small business concerns; and
- (3) Mentor-Protégé Agreements approved by the VA Office of Small and Disadvantaged Business Utilization.

(c) Mentor participation in the program means providing business developmental assistance to aid protégés in developing the requisite expertise to effectively compete for and successfully perform VA prime contracts and subcontracts.

(d) Large business prime contractors serving as mentors in the VA Mentor-Protégé Program are eligible for an incentive for subcontracting plan credit. VA will recognize the costs incurred by a mentor firm in providing assistance to a protégé firm and apply those costs for purposes of determining whether the mentor firm attains its subcontracting plan participation goals under a VA contract. The amount of credit given to a mentor firm for these protégé developmental assistance costs shall be calculated on a dollar-for-dollar basis and reported by the large business prime contractor via the Electronic Subcontracting Reporting System (eSRS).

(e) Contractors interested in participating in the program are encouraged to contact the VA Office of Small and Disadvantaged Business Utilization for more information.

(End of Clause)

E.10 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.11 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

E.13 VAAR 852.273-74 AWARD WITHOUT EXCHANGES (JAN 2003)

The Government intends to evaluate proposals and award a contract without exchanges with offerors. Therefore, each initial offer should contain the offeror's best terms from a cost or price and technical standpoint. However, the Government reserves the right to conduct exchanges if later determined by the contracting officer to be necessary.

(End of Provision)

<u>FAR Number</u>	<u>Title</u>	<u>Date</u>
52.204-16	COMMERCIAL AND GOVERNMENT ENTITY CODE REPORTING	JUL 2015
52.217-5	EVALUATION OF OPTIONS	JUL 1990

E.14 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

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

(End of Provision)

<u>FAR Number</u>	<u>Title</u>	<u>Date</u>
52.232-31	INVITATION TO PROPOSE FINANCING TERMS	MAY 2014
852.273-70	LATE OFFERS	JAN 2003
852.273-71	ALTERNATIVE NEGOTIATION TECHNIQUES	JAN 2003
(End of Addendum to 52.212-1)		

E.15 52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS—COMMERCIAL ITEMS (NOV 2015)

The offeror shall complete only paragraph (b) of this provision if the offeror has completed the annual representations and certifications electronically via <http://www.acquisition.gov>. If an offeror has not completed the annual representations and certifications electronically at the System for Award Management (SAM) website, the offeror shall complete only paragraphs (c) through (p) of this provision.

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

“Economically disadvantaged women-owned small business (EDWOSB) concern” means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States and who are economically disadvantaged in accordance with 13 CFR part 127. It automatically qualifies as a women-owned small business eligible under the WOSB Program.

“Forced or indentured child labor” means all work or service—

(1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or

(2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

“Highest-level owner” means the entity that owns or controls an immediate owner of the offeror, or that owns or controls one or more entities that control an immediate owner of the offeror. No entity owns or exercises control of the highest level owner.

“Immediate owner” means an entity, other than the offeror, that has direct control of the offeror. Indicators of control include, but are not limited to, one or more of the following: Ownership or interlocking management, identity of interests among family members, shared facilities and equipment, and the common use of employees.

“Inverted domestic corporation” means a foreign incorporated entity that meets the definition of an inverted domestic corporation under 6 U.S.C. 395(b), applied in accordance with the rules and definitions of 6 U.S.C. 395(c).

“Manufactured end product” means any end product in product and service codes (PSCs) 1000-9999, except—

- (1) PSC 5510, Lumber and Related Basic Wood Materials;
- (2) Product or Service Group (PSG) 87, Agricultural Supplies;
- (3) PSG 88, Live Animals;
- (4) PSG 89, Subsistence;
- (5) PSC 9410, Crude Grades of Plant Materials;
- (6) PSC 9430, Miscellaneous Crude Animal Products, Inedible;
- (7) PSC 9440, Miscellaneous Crude Agricultural and Forestry Products;
- (8) PSC 9610, Ores;
- (9) PSC 9620, Minerals, Natural and Synthetic; and
- (10) PSC 9630, Additive Metal Materials.

“Place of manufacture” means the place where an end product is assembled out of components, or otherwise made or processed from raw materials into the finished product that is to be provided to the Government. If a product is disassembled and reassembled, the place of reassembly is not the place of manufacture.

“Restricted business operations” means business operations in Sudan that include power production activities, mineral extraction activities, oil-related activities, or the production of military equipment, as those terms are defined in the Sudan Accountability and Divestment Act of 2007 (Pub. L. 110-174). Restricted business operations do not include business operations that the person (as that term is defined in Section 2 of the Sudan Accountability and Divestment Act of 2007) conducting the business can demonstrate—

(1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;

(2) Are conducted pursuant to specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;

(3) Consist of providing goods or services to marginalized populations of Sudan;

(4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;

(5) Consist of providing goods or services that are used only to promote health or education; or

(6) Have been voluntarily suspended.

“Sensitive technology”—

(1) Means hardware, software, telecommunications equipment, or any other technology that is to be used specifically—

(i) To restrict the free flow of unbiased information in Iran; or

(ii) To disrupt, monitor, or otherwise restrict speech of the people of Iran; and

(2) Does not include information or informational materials the export of which the President does not have the authority to regulate or prohibit pursuant to section 203(b)(3) of the International Emergency Economic Powers Act (50 U.S.C. 1702(b)(3)).

“Service-disabled 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 service-disabled 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 service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

“Small business concern” means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and size standards in this solicitation.

“Small disadvantaged business concern”, consistent with 13 CFR 124.1002, means a small business concern under the size standard applicable to the acquisition, that—

(1) Is at least 51 percent unconditionally and directly owned (as defined at 13 CFR 124.105) by—

(i) One or more socially disadvantaged (as defined at 13 CFR 124.103) and economically disadvantaged (as defined at 13 CFR 124.104) individuals who are citizens of the United States; and

(ii) Each individual claiming economic disadvantage has a net worth not exceeding \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and

(2) The management and daily business operations of which are controlled (as defined at 13.CFR 124.106) by individuals, who meet the criteria in paragraphs (1)(i) and (ii) of this definition.

“Subsidiary” means an entity in which more than 50 percent of the entity is owned—

(1) Directly by a parent corporation; or

(2) Through another subsidiary of a parent corporation.

“Veteran-owned small business concern” means a small business concern—

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) 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; and

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

“Women-owned business concern” means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

“Women-owned small business concern” means a small business concern—

(1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

“Women-owned small business (WOSB) concern eligible under the WOSB Program” (in accordance with 13 CFR part 127), means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States.

(b)(1) *Annual Representations and Certifications.* Any changes provided by the offeror in paragraph (b)(2) of this provision do not automatically change the representations and certifications posted on the SAM website.

(2) The offeror has completed the annual representations and certifications electronically via the SAM website access through <http://www.acquisition.gov>. After reviewing the SAM database information, the offeror verifies by submission of this offer that the representations and certifications currently posted electronically at FAR 52.212-3, Offeror Representations and Certifications—Commercial Items, have been entered or updated in the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this

solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201), except for paragraphs .

(c) Offerors must complete the following representations when the resulting contract will be performed in the United States or its outlying areas. Check all that apply.

(1) *Small business concern.* The offeror represents as part of its offer that it ☐ is, ☐ is not a small business concern.

(2) *Veteran-owned small business concern.* [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents as part of its offer that it ☐ is, ☐ is not a veteran-owned small business concern.

(3) *Service-disabled veteran-owned small business concern.* [Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.] The offeror represents as part of its offer that it ☐ is, ☐ is not a service-disabled veteran-owned small business concern.

(4) *Small disadvantaged business concern.* [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it ☐ is, ☐ is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(5) *Women-owned small business concern.* [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it ☐ is, ☐ is not a women-owned small business concern.

(6) WOSB concern eligible under the WOSB Program. [Complete only if the offeror represented itself as a women-owned small business concern in paragraph (c)(5) of this provision.] The offeror represents that—

(i) It ☐ is, ☐ is not a WOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It ☐ is, ☐ is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(6)(i) of this provision is accurate for each WOSB concern eligible under the WOSB Program participating in the joint venture. [The offeror shall enter the name or names of the WOSB concern eligible under the WOSB Program and other small businesses that are participating in the joint venture: _____.] Each WOSB concern eligible under the WOSB Program participating in the joint venture shall submit a separate signed copy of the WOSB representation.

(7) Economically disadvantaged women-owned small business (EDWOSB) concern. [Complete only if the offeror represented itself as a WOSB concern eligible under the WOSB Program in (c)(6) of this provision.] The offeror represents that—

(i) It ☐ is, ☐ is not an EDWOSB concern, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It [] is, [] is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(7)(i) of this provision is accurate for each EDWOSB concern participating in the joint venture. *[The offeror shall enter the name or names of the EDWOSB concern and other small businesses that are participating in the joint venture: _____.]* Each EDWOSB concern participating in the joint venture shall submit a separate signed copy of the EDWOSB representation.

Note: Complete paragraphs (c)(8) and (c)(9) only if this solicitation is expected to exceed the simplified acquisition threshold.

(8) *Women-owned business concern (other than small business concern).* *[Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.]* The offeror represents that it [] is a women-owned business concern.

(9) *Tie bid priority for labor surplus area concerns.* If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price:

(10) *HUBZone small business concern.* *[Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.]* The offeror represents, as part of its offer, that—

(i) It [] is, [] is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR Part 126; and

(ii) It [] is, [] is not a joint venture that complies with the requirements of 13 CFR Part 126, and the representation in paragraph (c)(10)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. *[The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture:_____.]* Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(d) Representations required to implement provisions of Executive Order 11246—

(1) *Previous contracts and compliance.* The offeror represents that—

(i) It [] has, [] has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation; and

(ii) It [] has, [] has not filed all required compliance reports.

(2) *Affirmative Action Compliance.* The offeror represents that—

(i) It [] has developed and has on file, [] has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR parts 60-1 and 60-2), or

(ii) It [] has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) *Certification Regarding Payments to Influence Federal Transactions* (31 U.S.C. 1352). (Applies only if the contract is expected to exceed \$150,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The offeror need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.

(f) *Buy American Certificate*. (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy American—Supplies, is included in this solicitation.)

(1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products, i.e., an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of “domestic end product.” The terms “commercially available off-the-shelf (COTS) item,” “component,” “domestic end product,” “end product,” “foreign end product,” and “United States” are defined in the clause of this solicitation entitled “Buy American—Supplies.”

(2) Foreign End Products:

Line Item No	Country of Origin
_____	_____
_____	_____
_____	_____

[List as necessary]

(3) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(g)(1) *Buy American—Free Trade Agreements—Israeli Trade Act Certificate*. (Applies only if the clause at FAR 52.225-3, Buy American—Free Trade Agreements—Israeli Trade Act, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The terms “Bahrainian, Moroccan, Omani, Panamanian, or Peruvian end product,” “commercially available off-the-shelf (COTS) item,” “component,” “domestic end product,” “end product,” “foreign end product,” “Free Trade Agreement country,” “Free Trade Agreement country end

product,” “Israeli end product,” and “United States” are defined in the clause of this solicitation entitled “Buy American—Free Trade Agreements—Israeli Trade Act.”

(ii) The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian, Moroccan, Omani, Panamanian, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled “Buy American—Free Trade Agreements—Israeli Trade Act”:

Free Trade Agreement Country End Products (Other than Bahrainian, Moroccan, Omani, Panamanian, or Peruvian End Products) or Israeli End Products:

Line Item No.	Country of Origin
_____	_____
_____	_____
_____	_____

[List as necessary]

(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) of this provision) as defined in the clause of this solicitation entitled “Buy American—Free Trade Agreements—Israeli Trade Act.” The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products, i.e., an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of “domestic end product.”

Other Foreign End Products:

Line Item No.	Country of Origin
_____	_____
_____	_____
_____	_____

[List as necessary]

(iv) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(2) *Buy American—Free Trade Agreements—Israeli Trade Act Certificate, Alternate I.* If Alternate I to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation entitled “Buy American—Free Trade Agreements—Israeli Trade Act”:

Canadian End Products:

Line Item No.

[List as necessary]

(3) *Buy American—Free Trade Agreements—Israeli Trade Act Certificate, Alternate II.* If Alternate II to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled “Buy American—Free Trade Agreements—Israeli Trade Act”:

Canadian or Israeli End Products:

Line Item No.	Country of Origin
---------------	-------------------

<hr/>	<hr/>
<hr/>	<hr/>
<hr/>	<hr/>

[List as necessary]

(4) *Buy American—Free Trade Agreements—Israeli Trade Act Certificate, Alternate III.* If Alternate III to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian, Korean, Moroccan, Omani, Panamanian, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled “Buy American—Free Trade Agreements—Israeli Trade Act”:

Free Trade Agreement Country End Products (Other than Bahrainian, Korean, Moroccan, Omani, Panamanian, or Peruvian End Products) or Israeli End Products:

Line Item No.	Country of Origin
---------------	-------------------

<hr/>	<hr/>
<hr/>	<hr/>
<hr/>	<hr/>

[List as necessary]

(5) *Trade Agreements Certificate.* (Applies only if the clause at FAR 52.225-5, Trade Agreements, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(5)(ii) of this provision, is a U.S.-made or designated country end product, as defined in the clause of this solicitation entitled "Trade Agreements".

(ii) The offeror shall list as other end products those end products that are not U.S.-made or designated country end products.

Other End Products:

Line Item No.	Country of Origin
_____	_____
_____	_____
_____	_____

[List as necessary]

(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25. For line items covered by the WTO GPA, the Government will evaluate offers of U.S.-made or designated country end products without regard to the restrictions of the Buy American statute. The Government will consider for award only offers of U.S.-made or designated country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

(h) *Certification Regarding Responsibility Matters* (Executive Order 12689). (Applies only if the contract value is expected to exceed the simplified acquisition threshold.) The offeror certifies, to the best of its knowledge and belief, that the offeror and/or any of its principals—

(1) ☐ Are, ☐ are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(2) ☐ Have, ☐ have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or Commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property;

(3) ☐ Are, ☐ are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses enumerated in paragraph (h)(2) of this clause; and

(4) ☐ Have, ☐ have not, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,500 for which the liability remains unsatisfied.

(i) Taxes are considered delinquent if both of the following criteria apply:

(A) *The tax liability is finally determined.* The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case

of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(B) *The taxpayer is delinquent in making payment.* A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(ii) *Examples.*

(A) The taxpayer has received a statutory notice of deficiency, under I.R.C. Sec. 6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(B) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. Sec. 6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(C) The taxpayer has entered into an installment agreement pursuant to I.R.C. Sec. 6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.

(D) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. 362 (the Bankruptcy Code).

(i) *Certification Regarding Knowledge of Child Labor for Listed End Products (Executive Order 13126).*

(1) *Listed end products.*

Listed End Product	Listed Countries of Origin
--------------------	----------------------------

(2) *Certification. [If the Contracting Officer has identified end products and countries of origin in paragraph (i)(1) of this provision, then the offeror must certify to either (i)(2)(i) or (i)(2)(ii) by checking the appropriate block.]*

[] (i) The offeror will not supply any end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.

[] (ii) The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to

mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

(j) *Place of manufacture.* (Does not apply unless the solicitation is predominantly for the acquisition of manufactured end products.) For statistical purposes only, the offeror shall indicate whether the place of manufacture of the end products it expects to provide in response to this solicitation is predominantly—

(1) ☐ In the United States (Check this box if the total anticipated price of offered end products manufactured in the United States exceeds the total anticipated price of offered end products manufactured outside the United States); or

(2) ☐ Outside the United States.

(k) *Certificates regarding exemptions from the application of the Service Contract Labor Standards.* (Certification by the offeror as to its compliance with respect to the contract also constitutes its certification as to compliance by its subcontractor if it subcontracts out the exempt services.)

☐ (1) Maintenance, calibration, or repair of certain equipment as described in FAR 22.1003-4(c)(1). The offeror ☐ does ☐ does not certify that—

(i) The items of equipment to be serviced under this contract are used regularly for other than Governmental purposes and are sold or traded by the offeror (or subcontractor in the case of an exempt subcontract) in substantial quantities to the general public in the course of normal business operations;

(ii) The services will be furnished at prices which are, or are based on, established catalog or market prices (see FAR 22.1003- 4(c)(2)(ii)) for the maintenance, calibration, or repair of such equipment; and

(iii) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract will be the same as that used for these employees and equivalent employees servicing the same equipment of commercial customers.

☐ (2) Certain services as described in FAR 22.1003- 4(d)(1). The offeror ☐ does ☐ does not certify that—

(i) The services under the contract are offered and sold regularly to non-Governmental customers, and are provided by the offeror (or subcontractor in the case of an exempt subcontract) to the general public in substantial quantities in the course of normal business operations;

(ii) The contract services will be furnished at prices that are, or are based on, established catalog or market prices (see FAR 22.1003-4(d)(2)(iii));

(iii) Each service employee who will perform the services under the contract will spend only a small portion of his or her time (a monthly average of less than 20 percent of the available hours on an annualized basis, or less than 20 percent of available hours during the contract period if the contract period is less than a month) servicing the Government contract; and

(iv) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract is the same as that used for these employees and equivalent employees servicing commercial customers.

(3) If paragraph (k)(1) or (k)(2) of this clause applies—

(i) If the offeror does not certify to the conditions in paragraph (k)(1) or (k)(2) and the Contracting Officer did not attach a Service Contract Labor Standards wage determination to the solicitation, the offeror shall notify the Contracting Officer as soon as possible; and

(ii) The Contracting Officer may not make an award to the offeror if the offeror fails to execute the certification in paragraph (k)(1) or (k)(2) of this clause or to contact the Contracting Officer as required in paragraph (k)(3)(i) of this clause.

(l) *Taxpayer Identification Number (TIN)* (26 U.S.C. 6109, 31 U.S.C. 7701). (Not applicable if the offeror is required to provide this information to the SAM database to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (l)(3) through (l)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).

(2) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(3) *Taxpayer Identification Number (TIN)*.

☐ TIN: _____.

☐ TIN has been applied for.

☐ TIN is not required because:

☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

☐ Offeror is an agency or instrumentality of a foreign government;

☐ Offeror is an agency or instrumentality of the Federal Government.

(4) *Type of organization*.

☐ Sole proprietorship;

☐ Partnership;

☐ Corporate entity (not tax-exempt);

☐ Corporate entity (tax-exempt);

☐ Government entity (Federal, State, or local);

☐ Foreign government;

☐ International organization per 26 CFR 1.6049-4;

[] Other _____.

(5) *Common parent.*

[] Offeror is not owned or controlled by a common parent;

[] Name and TIN of common parent:

Name _____.

TIN _____.

(m) *Restricted business operations in Sudan.* By submission of its offer, the offeror certifies that the offeror does not conduct any restricted business operations in Sudan.

(n) *Prohibition on Contracting with Inverted Domestic Corporations.*

(1) Government agencies are not permitted to use appropriated (or otherwise made available) funds for contracts with either an inverted domestic corporation, or a subsidiary of an inverted domestic corporation, unless the exception at 9.108-2(b) applies or the requirement is waived in accordance with the procedures at 9.108-4.

(2) *Representation.* The Offeror represents that—

(i) It [] is, [] is not an inverted domestic corporation; and

(ii) It [] is, [] is not a subsidiary of an inverted domestic corporation.

(o) *Prohibition on contracting with entities engaging in certain activities or transactions relating to Iran.*

(1) The offeror shall email questions concerning sensitive technology to the Department of State at CISADA106@state.gov.

(2) *Representation and certifications.* Unless a waiver is granted or an exception applies as provided in paragraph (o)(3) of this provision, by submission of its offer, the offeror—

(i) Represents, to the best of its knowledge and belief, that the offeror does not export any sensitive technology to the government of Iran or any entities or individuals owned or controlled by, or acting on behalf or at the direction of, the government of Iran;

(ii) Certifies that the offeror, or any person owned or controlled by the offeror, does not engage in any activities for which sanctions may be imposed under section 5 of the Iran Sanctions Act; and

(iii) Certifies that the offeror, and any person owned or controlled by the offeror, does not knowingly engage in any transaction that exceeds \$3,500 with Iran's Revolutionary Guard Corps or any of its officials, agents, or affiliates, the property and interests in property of which are blocked pursuant to the International Emergency Economic Powers Act (50 U.S.C. 1701 *et seq.*) (see OFAC's Specially Designated Nationals and Blocked Persons List at <http://www.treasury.gov/ofac/downloads/t11sdn.pdf>).

(3) The representation and certification requirements of paragraph (o)(2) of this provision do not apply if—

(i) This solicitation includes a trade agreements certification (*e.g.*, 52.212–3(g) or a comparable agency provision); and

(ii) The offeror has certified that all the offered products to be supplied are designated country end products.

(p) *Ownership or Control of Offeror.* (Applies in all solicitations when there is a requirement to be registered in SAM or a requirement to have a DUNS Number in the solicitation.)

(1) The Offeror represents that it ☐ has or ☐ does not have an immediate owner. If the Offeror has more than one immediate owner (such as a joint venture), then the Offeror shall respond to paragraph (2) and if applicable, paragraph (3) of this provision for each participant in the joint venture.

(2) If the Offeror indicates “has” in paragraph (p)(1) of this provision, enter the following information:

Immediate owner CAGE code:

Immediate owner legal name:

(Do not use a “doing business as” name)

Is the immediate owner owned or controlled by another entity: ☐ Yes or ☐ No.

(3) If the Offeror indicates “yes” in paragraph (p)(2) of this provision, indicating that the immediate owner is owned or controlled by another entity, then enter the following information:

Highest-level owner CAGE code:

Highest-level owner legal name:

(Do not use a “doing business as” name)

(End of Provision)

Scope of Work
Real Estate, Environmental, Historic Preservation, and Legal Support
VA Greater Los Angeles Healthcare System
West Los Angeles Campus
April 27, 2016

A. BACKGROUND

Purpose: Under this solicitation, the U.S. Department of Veterans Affairs (VA) is seeking to procure a contractor to assist the VA with the finalization and implementation of the Department's framework Draft Master Plan (DMP) for the 388-acre West Los Angeles (WLA) Campus, located at 11301 Wilshire Boulevard, Los Angeles, California. The intent of this solicitation is for the VA to competitively select a contractor to provide real estate development, environmental and historic preservation support, and legal services and support to the VA along with coordination, communication, and project management services to ensure the master planning process and implementation of a Final Master Plan is successfully accomplished in an organized, timely, and cost-effective manner.

The government contemplates an indefinite delivery/indefinite quantity (IDIQ) contract with a one (1) year base period with the possibility of four 1-year option periods exercised at the discretion of the VA.

The WLA Campus is the largest medical center campus within the VA system. The campus provides a full continuum of medical services to eligible Veterans and others through the use of its state-of-the-art hospital and through outpatient care, rehabilitation, residential care, and long-term care services. The campus also serves as a center for medical research and education. The WLA campus exists in a combined natural and built environment which provides opportunities and constraints to its further development. The site's natural features (topography, plant materials, and microclimate) and built features (historic districts, historic buildings and landscapes, and existing roads) will all influence the design decisions made relative to the ongoing master planning process. A key focus for this process will be to enable the campus to effectively function as a vibrant and welcoming environment of a 21st century healthcare facility and community for Veterans and their families, and to assist the VA in ending Veteran homelessness in the Greater Los Angeles area. The vision for the campus includes the efficient and dedicated functionality in which the Veterans visiting the campus will be able to experience a "gold standard" of care, support, services, convenience, and customer service, particularly from the VA's health, benefits, and cemetery administration.

On January 28, 2016, the Secretary of the VA, Robert A. McDonald, publicly announced the framework of the Draft Master Plan (DMP) for the WLA Campus. The DMP in its entirety, along with an Executive Summary and PowerPoint presentation, are located through the following link:

http://www.losangeles.va.gov/LOSANGELES/features/VAGLAHS_Announces_Draft_Master_Plan.asp

The VA's plans for the Campus include the development of 1,200 units consisting of permanent and supportive housing as well as time-limited "bridge" and transitional housing; short-term

treatment services; and state-of-the-art primary care, mental health, and addiction services to Veteran—particularly chronically homeless, severely disabled, women, and aging Veterans. The housing will be structured based on the latest homelessness prevention and urban planning sciences, consistent with best practices and evidence-based approaches under the Housing First model. VA’s objective under this model is for Veterans to have an attractive choice to decide whether to pursue housing on or off the WLA Campus, while noting permanent housing on the campus is intended for the most needy, most vulnerable Veterans.

The housing will be carefully planned to help ensure a safe, dignified community environment which will function effectively in its own right, and in coordination with the other care and services provided on the campus, in the Greater Los Angeles area, and the surrounding community. The VA is working with Congress and the Obama Administration in anticipation that key legislation to help VA transform the WLA Campus, namely the “Los Angeles Homeless Veterans Leasing Act of 2015” (i.e., S. 2013 and HR 3484), will be enacted. If and when enacted, that legislation will authorize the VA to provide Veteran focused supportive housing and services on the Campus. The supportive services will include activities involving the promotion of health and wellness, including nutrition and spiritual wellness; education; vocational training, skills building, or other training related to employment; peer activities, socialization, or physical recreation; assistance with legal issues and Federal benefits; volunteerism; family support services, including child care; and transportation.

The VA’s goal is to utilize the Campus in a more Veteran-centric manner going forward by providing the optimal types, location, mix, and densities of bridge and permanent supportive housing, and supportive services including: mental health, addictions, employment, and social supports. This will ensure the VA becomes a positive cornerstone and source of pride and inclusion for Veterans and their families of the Greater Los Angeles area. It will also help the VA to function successfully when taking into account the multitude of sophisticated authorities, programs, and services contained in pertinent Federal laws and regulations, including but not limited to, those contained in Title 38 of the United States Code; Title 38 of the United States Code of Federal Regulations; and the “Veterans Choice, Access, and Accountability Act” of 2014, contained in PL 113-146.

B. PERTINENT BACKGROUND DOCUMENTS AND INFORMATION:

The contractor shall perform the necessary due diligence to become familiar with the current layout, configuration, programs, operations, and services provided at the Campus. The contractor’s team shall possess significant levels of expertise, proficiency, personnel, resources, knowledge, and experience in the following areas: large-scale master planning; experience with mental health and addiction services; the pertinent laws, regulations, programs, mission, operations, and services of VA (including those programs having a housing-related component as discussed more fully below); applicable Federal, State, and local environmental and historic preservation laws and regulations; police and law enforcement issues and strategies; traffic planning and impact mitigation measures, utility, and landscaping issues necessary to successfully perform the work under this contract.

As part of the services and support to be provided to the VA, the contractor will need to be exceptionally familiar with, and have a keen working understanding of the *Key Documents*

referenced in sections a-c below as well as the *Programs, Authorities, and Concepts* contained in paragraphs 1 through 21:

Key Documents

- a. The “Principles for a Partnership and Framework for Settlement By and Between the United States Department of Veterans Affairs and Representatives of the Plaintiffs -- Valentini v. McDonald,” dated January 28, 2015 (Please refer to Attachment A);
- b. VA’s Draft Master Plan publicly released on 1/28/2016 which is available at the following website:
http://www.losangeles.va.gov/LOSANGELES/features/VAGLAHS_Announces_Draft_Master_Plan.asp
- c. The March 5, 1888 deed, whereby the United States received title to the property now comprising the Campus (Please refer to Attachment B).
- d. Los Angeles Homeless Veterans Leasing Act of 2015 (Please refer to Attachment C)

Key Programs, Authorities, and Concepts

1. **Permanent Supportive Housing:** is attractive, safe, and affordable housing that provides tenants with the rights of tenancy and links to voluntary and flexible support and services for people with disabilities who are experiencing or who have experienced homelessness. Permanent supportive housing is a proven, effective means of reintegrating chronically homeless and other highly vulnerable homeless families and individuals with psychiatric disabilities or chronic health challenges into the community by addressing their basic needs for housing and providing ongoing support in that housing.
2. **Housing First:** is a supportive housing model that prioritizes permanent supportive housing as the primary service to end homelessness. This approach provides individuals who are experiencing homelessness—particularly those who have been homeless for prolonged periods and have disabling conditions, such as schizophrenia, bipolar disorder, recurrent major depression, post-traumatic stress disorder (PTSD), and addictive disorders with permanent housing as quickly as possible, and provide them with supportive services as needed. The Housing First approach provides housing without prerequisites for abstinence, psychiatric stability, or completion of treatment programs.
3. **Enhanced-Use Lease Authority:** 38 U.S.C. §§ 8161-8169 authorizes the VA to lease VA property to a selected developer/lessee for up to seventy-five (75) years to develop and operate a “supportive housing” facility as defined in 38 U.S.C. § 8161(3) (Note: VA is currently prohibited from doing Enhanced-Use Leases at the Campus due to Section 224 of PL 110-161). Accordingly, the contractor will need to stay apprised of any legislative changes that occur to that PL during their performance under the contract, and will need to include suggestions for using this authority if VA were to obtain legislative authority to use this program on the Campus.

4. **Enhanced-Sharing Authority:** 38 U.S.C. §§ 8151-8153 in part authorizes VA to grant “sharing agreements” allowing VA sharing partners to use Veterans Health Administration (VHA) “health care resources,” to include land, for purposes permitted by the statute (i.e. housing related to or necessary for health care) in return for monetary and/or in-kind consideration. This authority is unique to VA, and a land use Enhanced Sharing Agreement is akin to a revocable license. Therefore, the Sharing Agreement does not convey a recordable land interest to the VA sharing partner. Such transactions are generally more difficult to finance than Enhanced-Use Leases which do convey a recordable land interest to the Enhanced-Use Lessee.
5. **Housing and Urban Development (HUD) - VA Supported Housing Program (HUD-VASH):** HUD-VASH is a joint program between VA and HUD as described at 38 U.S.C. § 2003(b) and 42 U.S.C. § 1427f (o). The HUD-VASH program combines Housing Choice Voucher (HCV) rental assistance for homeless Veterans with case management and clinical services provided by VA.
6. **Domiciliary Care for Homeless Veterans (DCHV) Program:** VA has authority to provide domiciliary care under 38 U.S.C. § 1710(b) and 38 C.F.R. §§ 17.30(b), 17.43, 17.46(b) and 17.47(b)(2). Domiciliaries provide shelter, food, and necessary medical care on an ambulatory self-care basis to restore patients to their highest level of functioning. Veterans served under this program are not in need of hospitalization or nursing care services. Additionally, 38 U.S.C. § 2043 provides VA with specific authority for the DCHV Program. DCHV provides time-limited residential treatment to homeless Veterans with significant health care and social-vocational deficits.
7. **Compensated Work Therapy (CWT) and Compensated Work Therapy/Transitional Residence (CWT/TR):** CWT/TR programs are designed for Veterans whose rehabilitative focus is transitioning to successful independent community living. Please see 38 U.S.C. §§ 2031(a)(3), 2032, and 2042. Disadvantaged, at-risk, and homeless Veterans live in CWT/TR community-based supervised group homes while working for pay in VA's CWT Program.
8. **Homeless Grant & Per Diem Program (a/k/a Transitional Housing):** VA uses this program to assist public or non-profit private organizations in establishing and operating transitional programs for homeless Veterans by awarding capital grants and operational funding (per diem) to such organizations (38 U.S.C. §§ 2011, 2012, 2061 and 38 C.F.R. Part 61). Under the Capital Grant component, VA may fund up to sixty-five (65) percent of the construction, acquisition, or renovation of facilities or purchase vans to provide outreach and services to homeless Veterans.
9. **Health Care for Homeless Veterans (HCHV):** HCHV performs outreach through the utilization of VA social workers and other mental health clinicians to identify homeless Veterans with serious mental illnesses and assist them in accessing appropriate healthcare and benefits. Please see 38 U.S.C. § 2031(a)(1)-(2). In addition to its initial core mission,

HCHV also functions as a mechanism to contract with providers for community-based residential treatment for homeless Veterans.

10. **Supportive Services for Veteran Families Program (SSVF):** 38 U.S.C. § 2044 authorizes VA to provide financial assistance for supportive housing for very low-income Veteran families in permanent housing. VA provides supportive service grants to non-profit organizations and consumer cooperatives which provide supportive services to very low-income Veteran families residing or scheduled to receive permanent housing.
11. **Agreements with Nonprofits:** 38 U.S.C. § 2041 authorizes VA to enter into agreements with nonprofit organizations or state (local) governments, to sell, lease, or donate property to be used to shelter homeless Veterans and their families.
12. **Specialized residential care and rehabilitation services:** 38 USC 1720(g) authorizes VA to contract with appropriate entities to provide specialized residential care and rehabilitation services to a Veteran of Operation Enduring Freedom or Operation Iraqi Freedom who VA determines, suffers from a traumatic brain injury, has an accumulation of deficits in activities of daily living and instrumental activities of daily living, and because of these deficits, would otherwise require admission to a nursing home even though such care would generally exceed the Veteran's nursing needs.
13. **VA's Grant and Per Diem Program for State Home Domiciliaries:** State home domiciliaries are owned and operated by states. Per 38 U.S.C. §§ 8131-8137 and 38 C.F.R. Part 59, VA may pay up to sixty-five (65) percent of the cost of construction or acquisition of state homes or for renovations to existing state homes. Per 38 U.S.C. §§ 1741-1745, VA may also provide per diem payments to states for the domiciliary care in state homes of Veterans who meet the eligibility criteria for domiciliary care in a VA domiciliary.
14. **Housing Assistance:** VA guarantees loans made to Veterans by private lenders for inter alia, the purchase of a dwelling to be owned and occupied by the Veteran as the Veteran's home. Please see 38 U.S.C. § 3710(a)(1). Any loan to an eligible Veteran made in compliance with the purposes and requirement set forth in Chapter 37 of Title 38, U.S.C. "is automatically guaranteed by the United States..." 38 U.S.C. § 3703(a)(1).
15. **Specially Adapted Housing:** VA may provide Specially Adapted Housing (SAH) assistance to an eligible disabled Veteran for the purpose of acquiring an adapted home or for modifying an existing home that meets the Veteran's needs 38 U.S.C. § 2101. To be eligible for assistance, a Veteran must meet the medical eligibility requirements and the suitability and feasibility requirements prescribed by statute and regulation 38 U.S.C. § 2101 and 38 C.F.R. § 36.4404.
16. **VA's Strategic Capital Investment Planning (SCIP) Process:** VA's SCIP process involves a systematic evaluation of all proposed VA capital investments nationwide. It is based on how well they address identified performance gaps (i.e. safety, security, workload-driven capacity shortage, right-sizing, and access for Veterans—including providing housing for homeless Veterans). Paragraph nine (9) of the Principles

Agreement (contained in Attachment A below) requires VA to include the objective and goals of the Principles Document and the New Master Plan in VA's annual Strategic Capital Investment Plan (SCIP) ten (10) year planning process.

17. **Bridge Housing:** Bridge housing is time-limited, low-barrier housing that is utilized to rapidly move Veterans from streets into a safe environment where the primary focus is on expediting the connection to long-term permanent supportive housing and the services to maintain housing.
18. **Authorities for VA Contributions Towards Traffic Controls and Roadway Improvements:** Subject to the availability of VA funding please note that: (a) under 38 U.S.C. § 8108, VA can make monetary contributions to local authorities to help cover their costs to construct traffic controls and roadway improvements for safe ingress and egress to VA medical facilities; and (b) under 38 U.S.C. § 2404(f)(2), VA can make monetary contributions to local authorities to help cover their costs to construct traffic controls and roadway improvements for safe ingress and egress to VA cemetery facilities.
19. **Appendix B of the Office of Management & Budget's Circular A-11:** Regarding the budgetary treatment of lease-purchases and leases of capital assets.
20. **The proposed Federal legislation titled, "The Los Angeles Homeless Veterans Leasing Act of 2015" (S. 2013 and HR 3484)**
21. **The State of California "Proposition 41" Veterans Housing and Homelessness Prevention (VHHP) Program:** Information regarding Proposition 41 is available at the two websites posted immediately below.

<http://www.hcd.ca.gov/fa/vets/>

<https://www.calvet.ca.gov/Pages/Proposition-41-Notice-of-Funding-Availability-Released.aspx>

Please Note: For general information purposes only. This does not constitute a VA endorsement of the VHHP Program or Proposition 41 funding.

C. DESCRIPTION OF THE CONTRACT SUPPORT REQUIRED:

The contractor will be expected to provide the following support, services, and expertise to the VA:

- Comprehensive project management services for, or in the areas of real estate; environmental and historic preservation (including but not limited to: the National Environmental Policy Act, the Comprehensive Response, Compensation, and Liability Act, National Historic Preservation Act, and any other pertinent Federal, state, and local environmental and historic preservation laws, codes, ordinances, and regulations); legal contractor support; survey and title issues; land valuation appraisals; and the DMP.

- Track, monitor, and implement the tasks and deliverables contemplated in the DMP and any later versions of the document.
- Assist with reviewing and drafting real property related documents, such as term sheets, leases, revocable licenses, easements, and enhanced sharing agreements.
- Coordinate upon VA's request with the VA personnel involved in space planning issues for the WLA campus.
- Provide project management skills to help VA accomplish appropriate Federal and environmental and historic preservation due diligence relating to the campus including the finalization of the DMP, and assist in VA discussions with the state and local historic preservation offices.
- Upon VA's request, perform due diligence and studies relating to traffic, utilities, and landscape.
- Review, track, negotiate, draft, execute, and administer Veteran focused land use agreements with third party entities to include "supportive housing" Enhanced-Use Leases (per VA's authority at 38 U.S.C. §§ 8161-8169) and 50-year service leases upon enactment of the Los Angeles Homeless Veterans Leasing Act of 2015 (S.2013 and HR 3484).
- Assist the WLA campus with strengthening its existing repository of historical real estate and real property contract files and comply with internal VA reporting requirements.
- Help VA develop and manage a communication plan with the Veteran and local communities and other stakeholders to appropriately message and inform on the progress of the master planning process and other notable activities relating to the campus.
- Coordinate with VA personnel and other VA contractors regularly, and on an as-needed basis upon VA's request.
- Obtain qualified, competent, and suitable subcontractor support and expertise under, and within the scope of this contract, as needed upon VA's request. Such subcontractor support shall be subject to VA Contracting Officer's written approval. The VA Contracting Officer shall have the discretion to prohibit the involvement of any subcontractor that should be precluded due to an apparent or actual ethical conflict of interest when considering pertinent provisions in the Federal Acquisition Regulation and VA Acquisition Regulations.
- Assist VA with its quality management activities on the WLA campus, such as through tracking and monitoring existing and future third party contracts between VA and third parties, to include, but not limited to those involving construction and

renovation activities relating to the master planning process (i.e. the construction of supportive housing or Veteran focused services under leases or other real property arrangements with VA). Quality management shall be to help VA ensure the work being done complies with the underlying contract and any applicable laws, regulations, zoning, and permitting requirements.

D. REQUIRED EXPERIENCE (REAL ESTATE AND LEGAL SUPPORT COMPONENT):

The principals of the contractor team who will provide the real property and legal services and support under this contract shall have a minimum of 10 years of experience in the areas of real estate and environmental & historic preservation law. As part of the offeror's proposal submission, offerors should, as part of responding to evaluation Factor 1 contained in Evaluation Factors and Criteria, provide resumes to confirm their legal team members have this requisite level of experience, and provide a Certificate of Good Standing of at least one state bar (Please note: Bar does not have to be from the State of California).

Note regarding the Legal Services and Support component of this contract: Under 38 U.S.C., VA's Office of General Counsel (OGC) is responsible for providing legal advice and services to the VA Secretary and the managers of all VA organizational components. OGC interprets all laws pertaining to VA and has final legal responsibility for the promulgation of all VA regulations implementing those laws. Thus, OGC shall have sole authority and responsibility for all final decisions regarding all legal matters that arise or relate to any issues under this contract.

E. REQUIRED EXPERIENCE (ENVIRONMENTAL & HISTORIC PRESERVATION COMPONENT):

There shall be at least one principal on the contractor team who has significant prior experience managing combined NEPA and 106 efforts. Such experience must include having demonstrated the ability of having conducted at least three (3) such combined efforts. This individual must have a minimum of 15 years of experience conducting either NEPA or NHPA efforts for Federal agencies, and must have managed at least five (5) Federal Environmental Impact Statements. The contractor shall also have proficiency and working familiarity with California state and local environmental laws, codes, ordinances, regulations, and requirements, to include, but not limited to the California Environmental Quality Act.

The contractor's team shall include an inter-disciplinary team of professionals that will ensure the integrated use of the natural and social sciences and the environmental design arts in accordance with 40 CFR 1502.6.

The team's disciplines and expertise shall include those appropriate to consider impacts to the urban environment. These include disciplines to evaluate socioeconomic (including environmental justice), traffic, public safety, noise, floodplain, and cultural resources.

There shall be at least one (1) senior professional in each of the various disciplines proposed who has all required certifications in their field and a minimum of 10 years of experience.

The contractor shall identify at least three (3) high-profile Federal Environmental Impact Statement (EIS) projects it has completed. The contractor may also highlight if those projects were legally challenged under the NEPA and the outcome of litigation if the contractor has knowledge of such.

If a contractor proposes collaborating with another firm to perform one of the tasks described in this Scope of Work, they need to show they have had prior professional relationships with that firm. A minimum of three (3) such collaborative efforts should be identified.

F. HISTORIC PRESERVATION SUPPORT:

The contractor will assist VA with fulfilling NHPA and related preservation compliance. Work may include guidance and/or assistance with: providing draft and final consultation materials; identifying appropriate consulting parties; providing advice on working with SHPO, ACHP, and other parties; identifying historic properties; developing of resolution agreements; and implementing stipulations.

G. PRESERVATION TASKS/DELIVERABLES:

Specific preservation tasks include:

Planning

1. Based on documented analysis of pros and cons, recommend an approach to VA for integration of NEPA and NHPA (coordination vs. substitution).
2. Review and analyze historic property, archeological and cultural resources data from VA, SHPO, the city, and other sources, to identify any gaps in existing information.
3. Evaluate and recommend to VA the area(s) of potential effects.
4. Identify historic properties, including archeological resources, within the APE(s)—much of the WLA Campus is a National Register of Historic Places listed historic district.
5. Evaluate and recommend to VA likely effects to historic properties (and whether adverse) for master plan alternatives.
6. Identify parties, including appropriate tribes¹, local governments, adjacent property owners, Veterans service organizations, historic preservation organizations, and others for VA to invite into consultation.
7. Assist VA and SHPO with determining which consulting parties should be signatories to any resulting mitigation agreement.
8. Conduct and update other reports and analysis upon VA's request.

¹ The consultant shall NOT contact or engage any Federally-recognized tribes without prior written authorization from the authorized VA Contracting Officer.

9. Develop a plan for public participation.

Consultation

1. Develop materials to seek public comments.
2. Draft VA responses to external comments.
3. Develop materials to communicate with community, consulting parties, and others including materials that may be needed in a different language, Braille, or voice communicated.
4. Coordinate (including all site reservations and set-up) a minimum of two outreach and consultation meetings/events and publicize via newspaper, flyers, radio ads, and websites as directed by VA.
5. Provide architectural-related planning services for property reuse (historic structures reports, facility preservation plans, conditions assessments, alternatives analyses).
6. Develop and coordinate all consultation and mitigation documents (if required), including meeting minutes and records for the official file.
7. Prepare schedule and cost estimates for any proposed mitigation.
8. Draft a NAGPRA plan of action that incorporates input from tribes.
9. Document up to making recommendations, and provide guidance to VA on appropriate steps and responses to input from consulting parties.

Implementation

1. Assist VA in developing and implementing mitigation measures.
2. Coordinate all document signing.
3. Ensure that final mitigation documents are filed with ACHP and others as required.
4. Draft for VA use, scopes of work/contract language reflecting any agreed upon mitigation.

H. PRESERVATION SCHEDULE REQUIREMENTS:

1. VA anticipates work required under this contract will be completed within 12 months of award, subject to any extensions VA deems necessary.

2. A kick-off meeting must take place within 15 days after contract award. The contractor shall provide VA a draft of environmental and preservation compliance milestones and timeframes at this meeting.
3. Letters, with required supporting documentation, to initiate consultation will be provided to VA within 30 days after the kick-off meeting.
4. An initial consultation meeting with the SHPO and other consulting parties will be scheduled as soon as possible, but not more than 60 days after contract award.

I. PRESERVATION QUALIFICATIONS:

The contractor will assemble a qualified team to respond quickly and effectively to advise and/or assist VA on preservation-related needs. All preservation team members must meet the minimum Secretary of Interior's Professional Qualification Standards (36 CFR Part 61) in history, architectural history, archeology, or historic architecture.

The team must have demonstrated success in assisting agencies achieve NHPA and NAGRPRA compliance, including work related to facility planning and management, a minimum of 10 years of experience assisting Federal agencies through Section 106 consultation as well as expertise in dispute resolution on historic preservation projects.

The team shall demonstrate knowledge of architectural history, archaeology, and landscape architecture, especially American institutional history and landscapes, and include personnel who are knowledgeable about VAMC operations and mission requirements as they relate to historic preservation and cultural resource management.

J. KEY HISTORIC PRESERVATION TEAM MEMBERS (HPTM):

The contractor shall demonstrate the relevant experience of the key HPTM and identify one individual as the historic preservation team leader.

The contractor shall provide resumes of key HPTM who will be associated with this project, along with pertinent information relative to their duties, responsibilities, and past experience with projects similar to work on this contract.

The contractor shall indicate the amount of time each of these key persons will be assigned to this project. Each key HPTM shall have worked on at least 5 projects of similar scope and complexity within the past 10 years. The HPTM lead must have at least 15 years' experience years of experience working on complex, multi-agency historic preservation projects in urban areas.

Criteria governing preservation services include:

National Historic Preservation Act
Protection of Historic Properties, 36 CFR 800

Archeological Resources Protection Act

Protection of Archeological Resources, 43 CFR 7

Native American Graves Protection and Repatriation Act
Native American Graves Protection and Repatriation, 43 CFR 10

Cultural Resource Management, VA Directive and Handbook 7545

Except and to the extent that VA's Contracting Officer, after consultation with the Veterans Integrated Service Network (VISN) 22 Network Director, and VA's National Homelessness Expert, advise the Contractor in writing, the Contractor shall use Microsoft (MS) Word for any narrative materials submitted to VA, MS Excel for any tabular, statistical, or charted materials, and a page layout package such as MS Publisher or Adobe InDesign to complete presentation materials.

The contractor's work under the contract shall be considered strictly confidential and pre-decisional work product. The contractor shall not release any material or information relating to this contract (including any drafts or final versions of the new Master Plan) to any third parties unless the Contracting Officer (with prior concurrence of VA's OGC at VA Headquarters) provides prior written approval to do so. Members of the contractor's team shall be willing, and be able to sign non-disclosure agreements with VA.

K. REPORTS AND MEETINGS WITH VA AND THIRD PARTIES:

1. During the period of performance of the contract, the contractor shall meet with VA in person (or via tele-net) as necessary.
 - a. Unless VA requires otherwise, the contractor shall meet with VA personnel a minimum of twice a month, to review project goals and objectives, review milestones, and update a project management report.
 - b. The contractor shall also provide VA with weekly progress reports which shall identify the contractor's accomplishments of the prior week, the contractor's goals and anticipated accomplishments for the next week, and any problems experienced or anticipated relative to the contract.
 - c. The contractor shall remit the status reports to those individuals as the VA Contracting Officer shall designate.
2. During the period of performance of the contract, the contractor shall be prepared to conduct dialogue frequently, and not less than weekly with pertinent VA personnel.
3. The Contractor shall assist pertinent VA personnel as necessary, to prepare meeting, presentation, and briefing materials, to include, but not limited to VA leadership, congressional briefings, and stakeholder and town hall events.
4. The contractor shall at all times during the contract period, consider and keep all information relating to this contract and interaction with VA as strictly confidential, and

shall not release any information or engage with any third parties unless the VA Contracting Officer instructs otherwise.

L. CONTRACTOR PERSONNEL:

1. VA reserves the right to accept or reject members of the contractor's team for the rendering of services to VA. VA issues regarding performance, conduct, or any other material issue involving contractor personnel will be discussed and handled through discussions between senior members of the contractor, the VA Contracting Officer Representative (COR), VA's Veterans Integrated Service Network (VISN) 22 Director, the WLA Medical Center Director, VA OGC Appointees, and VA Contracting Officer. In that regard, please note Section N which describes the specific role and authority of the VA Contracting Officer regarding administration of this solicitation and subsequent contract.
2. The contractor shall not change personnel during the performance of the contract without at least ten (10) days prior written notification and an in person discussion between the contractor and the COR, VA's VISN 22 Director, the WLA Medical Center Director, VA's OGC Appointees, VA Contracting Officer, and final written approval from VA's Contracting Officer.

M. POINT OF CONTACT:

The contractor shall provide a point of contact for all contract administration in the following format:

Name:	
Title:	
Address:	
City, State, Zip:	
Phone No.:	
Fax No.:	
Email:	

N. ROLE OF AUTHORITY OF THE VA CONTRACTING OFFICER:

The contractor is advised that only the VA Contracting Officer, acting within the scope of the contract, has the authority to make changes which affect the terms and conditions of the contract relating to quality, quantity, price, or delivery.

In the event the contractor follows the advisement of an individual other than the Contracting Officer, the change shall be considered to have been made without authority and no adjustment shall be made in the contract price to cover any increase in costs incurred as a result thereof.

O. PROPOSAL SUBMISSION REQUIREMENTS:

Contractors should note the following with respect to submitting their proposals to the VA:

1. VA intends to award the contract with or without discussions.

2. Proposals shall not exceed fifty (50) pages in length in Arial 12 point font, exclusive of the resumes of the members comprising the contractor team which can be included as an attachment to the proposal. In that regard, contractors should provide VA with ten (10) copies of the proposal, in both CD format and in one (1) or more three (3)-ring binders.
3. **Contractor Presentations:** Each contractor will be required to make an in-person presentation to the VA Source Selection Team. The presentation should cover the details of the contractor's proposal, action plan, experience, credentials, team configuration, and capabilities of the contractor's team. Each lead of the components of the contractor's team will be required to attend any such presentations. The presentations will be held at the West Los Angeles Medical Center, in the Director's suite, located at 11301 Wilshire Boulevard, Los Angeles, California – Building 500, 6th Floor. Each presentation will be limited to 1 hour, and appointments will be scheduled by the Contracting Officer.
NOTE: Presentations will not constitute an opportunity for contractors to revise their proposals or to negotiate terms of an agreement.

Proposal Submission Requirements:

Contractor proposals must be submitted to the VA by [date and time shall be specified at a later time]:

Mr. Alan Trinh, Mr. Stephen Kwak
Department of Veterans Affairs
Network Contracting Office 22
4811 Airport Plaza Drive, Suite 600
Long Beach, CA 90815

P. ADDITIONAL DETAILS REGARDING PROPOSAL SUBMISSION AND EVALUATION PROCESS

VA reserves the right to reject all proposals at its discretion. Additionally, to help maximize competition for this procurement, prospective contractors submitting proposals to VA in response to this solicitation, shall refrain from prohibiting proposed subcontractors from being included as an identified subcontractor in multiple proposals. Furthermore, potential contractors are hereby advised that the contractor the VA selects for this contract award, shall be precluded from competing in any future Enhanced-Use Lease or other leasing opportunities at the Campus since the contractor selected will be directly involved in, and expected to help VA shape the Veteran-centric future of the campus without actual or apparent conflicts of interest.

During the solicitation process and contract phase, contractors shall refrain from taking any photographs of VA patients, staff, and visitors. Contractors shall also refrain from using any photographs to suggest the VA or its personnel endorse any non-VA companies or products.

During the contract period, any information, data, or documents the VA furnishes to the contractor shall be considered, and held as strictly confidential. The contractor shall not disclose any such information to third parties, either in hard copy or verbally, without the prior written approval of the VA Contracting Officer.

Except, and to the extent VA otherwise agrees in writing and its sole and absolute discretion with the Contractor, any and all deliverables and work product created pursuant to the contract shall become the property of the VA.

Contractor personnel entering upon the Campus will be subject to security screening and VA security policies and procedures. No weapons, hazardous materials, or dangerous articles should be brought onto the campus grounds.

Q. KEY CONTRACT DEADLINES AND DELIVERVABLES

Following VA's award of the contract, the contract period [specified at a later time] shall run from the date of VA's written award notice to the selected contractor to [specified at a later date]. During the contract period, the following deliverables will be required:

- Within forty-five (45) days after contract award, the contractor shall provide VA with a critical path schedule of planned milestone activities the contractor plans to follow, to perform successfully and timely under the contract. The schedule will have the above events and dates within the critical path of the contractor's overall process. VA will then endeavor to provide input and feedback to that submission within the subsequent forty-five (45) day period.

R. KEY VA PERSONNEL

The VA Contracting Officer for this acquisition is Mr. Alan Trinh. The VA Contracting Officer shall be responsible for administering the contract, and is the only an authorized VA official who can modify the contract or make any other decisions that bind the VA. VA's primary contact points will be [provided at a later date]. Additionally, the Contracting Officer shall have discretion to appoint a Contracting Officer Representative (COR) to carry out certain prescribed administrative functions of the Contracting Officer, but such functions shall in no instance include the authority to modify the terms and conditions of the contract or make any decisions that bind the VA. The contractor will also need to coordinate regularly with the WLA Medical Center Director and her leadership team and other key VA personnel, to include, but not limited to VA Office of Asset Enterprise Management, VA Office of Construction & Facilities Management, VA Historic Preservation Office, VA Office of General Counsel, VA Office of Congressional and Legislative Affairs, and VA Office of Public Affairs.

S. BADGES AND PARKING:

1. All contractor personnel shall be required to wear Vendor Identification (ID) Badges noting Contractor's Name, Personal Name, and Photo of Contractor personnel.
2. It is the responsibility of the contractor's personnel to park in the appropriate designated parking areas. Parking information is available from the individual VA Healthcare System Police Station. VA shall not validate or make reimbursement for parking violations stemming from the contractor's personnel under any circumstances.

T. NATIONAL HOLIDAYS:

Any holiday pay that may be entitled to the contractor's employees shall be the sole responsibility of the contractor and shall not be billed to, nor reimbursed by the Government.

The contractor is not required to provide services on the following holidays unless otherwise directed:

New Year's Day	January 1
Martin Luther King 's Birthday	Third Monday in January
President's 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

U. FOR WORK RELATING TO THE NATIONAL ENVIRONMENTAL POLICY ACT (NEPA):

1. The contractor will provide the necessary multi-disciplinary personnel, services, equipment, facilities, materials, and otherwise all things necessary for and incident to the performance of the work specified herein pursuant to the NEPA. These efforts are required for VA on their actions to create a 21st Century WLA Campus by renovating and protecting the property's historic features and functions as a home; expanding its resource offerings to meet current demands; enhancing its open spaces and natural features; improving its internal navigability and circulation; and optimizing its connection to the greater community, all in the interest of supporting LA's Veteran community in the broadest sense.

The proposed action includes helping VA finalize the DMP as announced by VA on January 28, 2016; VA's contemplated adoption of a Final Master Plan (FMP); and VA's implementation of the FMP and its associated projects taking into account the following attributes, components, and considerations:

a. Historical Significance

- The historic setting helps build a character for the North side of the WLA Campus.
- Preserving the site's historic structures and using them as building blocks for a new community and establishing the appropriate scale of new development, enhancing Veteran pride of ownership, anchoring the Campus in its prominent place in VA history, and bridging the needs of Veterans and the community at large.

b. Existing Space/Infrastructure/Buildings

- Mature landscape providing established stable landscape character.

- Topography provides excellent views and a vista from which to view downtown Los Angeles.
- A natural topography that can help defines neighborhoods.
- There are a number of active recreation facilities on campus, primed for Veteran use.
- The climate conditions permit for year round use of outdoor space.
- Traffic routes and signage on the campus is to be improved to increase circulation and convenience for Veterans, their families, and VA personnel.

c. Campus Circulation

- Accessible by a number of public transportation routes and approximate to a major downtown with plans to add a Metro stop on the campus.
- The climate conditions permit for year round use of bicycle and pedestrian transportation.

d. Surrounding Neighborhoods and Connectivity

- Urban proximity to neighboring retail, educational opportunities, and work training provide a high-level of opportunities for residents as they bridge and reintegrate into civilian life as well as make the campus a dignified permanent home.
- Neighboring context is walkable - West Los Angeles is both very walkable and bike-able, with efficient transit access. Most errands can be accomplished on foot.

e. Historical Significance

- Campus has a very low building density, some of which can be attributed to historic development patterns. Many of the buildings are currently underutilized or even vacant.
- Cost of restoration/renovation could be more expensive than new construction.

f. Existing Space/Infrastructure/Buildings

- Lack of high-quality and well-designed outdoor spaces.
- Though the campus has an abundance of open space, it has not been designed in a way that is usable as space for relaxation, socializing, or recreation.
- The combination of functions on campus is ambiguous and more reflective of the medical center's history and growth patterns than a cohesive set of program relationships.

- Topography and limited access points isolate the campus from the rest of Los Angeles.

g. Campus Circulation

- On-campus way-finding is complicated by a lack of a clear signage system and well-landscaped gateways.
 - Topography of the campus slopes downward from north to south, and at the north end of campus the elevation drops considerably, which needs to be considered for pedestrian circulation as well as bicycle and vehicular circulation.
 - A large average “block” size on campus results in an inefficient transportation system for pedestrians, transit users, and vehicle drivers.
 - The large amount of paved parking areas contributes to an unpleasant walking experience, a lack of mobility, an emphasis on personal vehicles over other methods of transportation, and isolates parts of campus from one another.
 - The considerable distance between buildings contributes to perceptions of poor walkability and concern for personal safety. The need to drive to multiple destinations and the resulting parking requirements results in an atmosphere that does not support a cohesive neighborhood feeling.
 - The current scattered and auto-dependent nature of the campus does not support Veteran health, wellness, healing, and recovery.
 - Contributing site plans, axis, and building to open space may come in conflict with a plan for high density building to facilitate non-vehicular transportation and neighborhood activities.
2. The contractor shall perform scoping activities as directed by, and in coordination with the Contracting Officer and Technical Lead. Scoping activities will include: identification and documentation of stakeholder issues and concerns regarding the proposed action and its potential impacts; conducting (in coordination with VA) and or providing technical support for public scoping meetings. Support will include activities such as producing scoping summaries and fact sheets; professional-looking meeting display boards summarizing the purpose and need; proposed action, alternatives and impacts; and providing an accurate written record of all identified scoping comments and meeting proceedings.
 3. The contractor shall prepare draft and final versions of an environmental impact statement (EIS) for the proposed project. The contractor shall identify and discuss all viable alternatives to accomplish the proposed action under consideration by VA including the No-Action Alternative. As part of the EIS development, the contractor shall provide mitigation and best management practices recommendations for each alternative analyzed. The EIS shall be a concise, clear, factual, analytical document. The analysis

shall be conducted in compliance with the regulations set forth by the Council on Environmental Quality for implementing the provisions of the National Policy Act, Title 40 CFR Parts 1500-1508; VA Implementing Regulations, *Environmental Effects on VA Actions*, Title 38 CFR Part 26; the National Historic Preservation Act (NHPA) requirements for Protection of Historic Properties, Title 36 CFR 800; and current VA guidance for complying with NEPA and NHPA. Impacts shall be described as to the relative degree or severity of effects (both beneficial and adverse) on the human environment (e.g., major/severe, moderate, minor/minimal, or none).

Impacts shall be categorized as direct, indirect, primary, secondary, and cumulative. Issues of little, or no relevance, shall be concisely stated as such; issues that are important or controversial shall be discussed and analyzed up to the level necessary to provide a baseline for impact analysis in the environmental consequences section and cumulative impacts section.

The review, draft, and final submittals shall be professionally edited and all information shall be presented in layman's language with limited technical terminology. Statistical or scientific terminology should not be used without providing explanatory information. A glossary of terms and explanations shall be provided.

4. Based on VA's decision following contractor's recommendation, the contractor may be directed to integrate the NHPA cultural and historic effects analysis, elements, and requirements into the EIS process as is permitted by 36 CFR 800.8(c).
5. The contractor shall identify all required environmental permits or other agreements which would need to be obtained in order to complete the proposed action at the Federal, state and local level. Example environmental permit media to be considered include, but are not limited to: air emissions, wastewater, storm water, underground storage tanks, aboveground storage tanks, coastal zone management, asbestos and/or lead-based paint, hazardous waste, construction, and demolition, historic structures, archeology, endangered species, and wetlands. The contractor shall also identify existing facility environmental permits which would require modification to incorporate the proposed action.
6. The contractor shall prepare a Notice of Intent (NOI) and Notice of Availability (NOA) of the Draft EIS and of the Final EIS for publication in the Federal Register, local and tribal newspapers, newsletters, and/or as public service announcements. All notices and announcements shall be prepared in accordance with current VA guidance and coordinated with local VAMC public relations representative(s) to determine the type of media and number of notices and announcements. The contractor shall provide draft and final versions of these materials to VA for review and approval prior to publication or broadcast. Once approved, the contractor shall publish the notices in VA-approved newspapers for three consecutive days, one of which shall be a Sunday.
7. As directed by VA, the contractor shall conduct and provide support for up to five public meetings/hearings for this EIS effort. The contractor shall prepare public information

bulletins or fact sheets for VA to distribute to interested parties, either as requested individually or at the meetings/hearings. The contractor shall prepare draft and final versions of these bulletins/sheets for VA approval prior to distribution. The contractor shall provide the following support for all public meetings/hearings:

- a. Presenter(s) shall be experienced and well-versed in this type of forum
 - b. Publicizing meetings/hearings in the local and regional newspapers
 - c. Arranging and providing space for meetings
 - d. Arranging and providing appropriate meeting logistics to include:
 - i. Tables
 - ii. Chairs
 - iii. Audio-visual and/or necessary communications or presentation systems
 - iv. Public restrooms
 - e. Producing agendas, scoping summaries, fact sheets, and/or other necessary document.
 - f. Preparing professional looking meeting display boards summarizing:
 - i. Purpose and need
 - ii. Proposed action, alternatives, and impacts
 - g. Presenting a summary of the EIS effort including purpose, need, alternatives, effects/impacts, consultation/coordination with other parties, and conclusions.
 - h. Providing an accurate written record of all identified scoping comments and meeting proceedings, which may require a court stenographer.
8. For comments received during public comment periods, including the scoping timeframe, the contractor shall provide an analysis of the comments received and provide the agencies with recommendations on further action regarding the comments and written responses. These comments/responses shall be incorporated into the Final EIS appendices and published as the Final EIS along with the ROD.
9. The contractor shall prepare and submit to VA a draft and final ROD. The ROD shall address the elements specified in 40 CFR 1505.2 and explain how VA reached its conclusions regarding whether and how to proceed with the proposed action.
10. The contractor shall assist VA with due diligence as needed in the areas of traffic studies, utilities, landscaping, road improvements, and environmental & historic preservation due diligence.

11. The contractor shall maintain record/notes of all meetings and conversations with VA regarding the NEPA (e.g., EIS) processes, which demonstrate the agency's decision-making process. The contractor shall maintain the administrative record for this project.

EIS Text Preparation

The general format for the EIS document shall be as follows:

- Executive Summary
- Table of Contents
- Introduction including: background and description of existing conditions
- Purpose and Need
- Affected Environment
- Environmental Consequences of the Alternatives
- Mitigating Measures
- Required Permits
- Conclusions
- List of Preparers
- Agencies Consulted
- References and Other Data Sources
- Appendices (including public comments and VA responses, public meeting transcripts, supplemental studies, etc.)

At a minimum, the EIS shall address the following environmental attribute and impact categories:

- Aesthetics
- Air Quality
- Cultural Resources (including historic properties, sites, and landmarks)
- Geology and Soils
- Hydrology and Water Quality
- Wildlife and Habitat
- Noise
- Land Use
- Floodplains, Wetlands, and Coastal Zone Management
- Socioeconomics
- Community Services
- Solid and Hazardous Materials
- Transportation and Parking
- Utilities
- Environmental Justice
- Cumulative Impacts
- Potential for Generating Substantial Controversy

The text shall be professionally edited for grammar, spelling, and punctuation. The document shall present plain, straightforward, factual discussions of all EIS elements and be understandable in layman's terms.

12. Deliverable Formats

All documents, charts, presentations, reports, figures, tables, maps, and illustrations shall be clearly legible, of high quality, in entirely editable format, and reproducible on standard or color copiers. Hardcopy draft documents shall be single-sided, and the final documents shall be two-sided, single-spaced, on 8.5" by 11" paper in manuscript format. Maps identifying the location of the project shall be included within the document and shall be used along with tables, figures, and illustrations to more efficiently display project-related information. Fold-out pages should be avoided with the exception of the glossary of terms. If these are necessary, they shall be no larger than 11" by 17", have the same design as the 8.5" by 11" pages and will be approved by the VA before document preparation. All pages of the documents shall be appropriately numbered and inserted into a three-ring binder or otherwise bound as determined by VA.

Except and to the extent that the VA Contracting Officer advises otherwise in writing, all submitted documents, charts, presentations, reports, figures, tables, maps, and illustrations shall be delivered in suitable electronic format, including Microsoft Word, Excel, PowerPoint, Adobe InDesign, and JPEG formats. Files must be delivered in hard copy and electronic formats that VA can fully edit, revise, and update at its discretion. Documents intended for wider distribution beyond VA shall also be delivered in Adobe Acrobat PDF format. In all instances, the Contractor shall coordinate closely with VA, to ensure that the Contractor's documents and deliverables are prepared in optimal electronic formats for VA.

13. Key Meetings and Submittals:

- a. **Kick-Off Meeting:** Following award of the task order, key personnel of the contractor team shall participate by teleconference in a kick-off meeting with VA. The purpose of the meeting will be to introduce key VA and the contractor personnel, initiate a project distribution list, and clarify all project-related items or concerns. The contractor should provide preliminary outline of the draft EIS at this meeting that will serve as the initial template for the EIS format. The key personnel of the contractor shall be required and expected to be able to interface collegially, effectively, and transparently with VA personnel, other VA contractors, and other third parties. VA shall have discretion to request that the contractor remove specific contractor personnel from this contract, and have the contractor replace them with other qualified and experienced personnel, if the personnel identified for removal fails or cannot comply in that regard.
- b. **Submittal – Draft NOI:** The contractor shall prepare a draft Notice of Intent (NOI) for VA review and approval to publish in the newspapers specified by VA. The contractor shall revise the NOI if necessary and arrange for its publication in the local and regional newspapers approved by VA. The NOI shall be advertised for 3 consecutive days bracketing one weekend. The contractor shall provide (an original) proof of publication from the specified newspapers. A copy of the newspaper is not considered proof of publication.
- c. **Submittal – Internal Review Draft EIS:** The contractor shall prepare an internal review EIS that is clear, sufficiently detailed, and to the point. The contractor is

encouraged to forward selected sections of the EIS as it progresses for review and comment by VA if there is potential cause for concern or confusion with respect to method of presentation, data accuracy, or controversy.

VA review of the internal review draft EIS submittal will focus on ensuring that the document meets VA requirements. The contractor may be required to: modify and/or consider new alternatives within the parameters of the proposed action; conduct minor investigations to adequately address issues and/or alternatives overlooked; supplement, improve, or modify previous analyses to consider impact of changes; or make factual corrections. After VA has reviewed and commented on this submission, the contractor shall revise the EIS to reflect these comments and changes.

- d. Submittal – Public Draft EIS: Based on the comments on the internal review draft EIS, the contractor shall prepare the Public Draft EIS for distribution to stakeholders. The purpose of the public draft EIS is to facilitate external review and comment by interested parties. Presuming no further comments by VA, it is ready for public release and comment.
- e. Submittal – Draft NOA: The contractor shall prepare a draft NOA of the Public Draft EIS for VA review and approval to publish in the newspapers specified by VA. The contractor shall revise the NOA if necessary and arrange for its publication in the local and regional newspapers approved by VA. The NOA shall be advertised for 3 consecutive days bracketing one weekend. The contractor shall provide (an original) proof of publication from the specified newspapers. A copy of the newspaper is not considered proof of publication.
- f. Submittal – Meeting/Hearing Summaries & Transcripts: The contractor shall prepare and submit for VA review and approval complete and accurate summaries, including transcripts, of all EIS public scoping and informational meetings, as well as public hearings on the Draft EIS.
- g. Submittal – Final EIS: Following the end of the public review and comment period, the contractor shall prepare and submit a Final EIS, which summarizes and addresses all relevant public comments received on the draft EIS, for VA review, approval, and subsequent distribution to interested stakeholders including EPA, other agencies, elected officials, and the general public.
- h. Submittal – Draft NOA: The contractor shall prepare a draft NOA of the Final EIS for VA review and approval to publish in the newspapers specified by VA. The contractor shall revise the NOA if necessary and arrange for its publication in the local and regional newspapers approved by VA. The NOA shall be advertised for 3 consecutive days bracketing one weekend. The contractor shall provide (an original) proof of publication from the specified newspapers. A copy of the newspaper is not considered as proof of publication.

- i. Submittal - Final EIS/ROD: The contractor shall prepare written responses to any public comments received and forward to VA for review and approval. These comments/responses shall be incorporated into the Final EIS as appendices and published as the Final EIS along with the ROD.
- j. Progress Reports Required: The contractor shall submit monthly progress reports of the previous month's activities to the CO and Technical Lead on or before the 15th of each month. Progress reports may be submitted via e-mail. The contractor will need to complete the paperwork necessary to be given access to the VA internal network for sharing documents. The format of the report is left to the discretion of the contractor. However, each report shall include the following where applicable:
 - i. Phone contact summaries
 - ii. Schedule milestone updates including any anticipated slippage
 - iii. Percent complete for each major task
 - iv. Problems encountered /resolved
 - v. Additional VA input requested/desired and responsible contact individual by name
 - vi. Other points of interest or concern

Timeframe for Deliverables & Key Milestones:

<u>Submission</u>	<u>Delivery</u>	<u>Quantity</u>
Internal Review EIS	[180] days after NTP	[10] copies [10] electronic
Final Draft EIS/NOA	[255] days after NTP	[10] copies [50] electronic
Analysis of Public Comment & Proposed Responses	[375] days after NTP	[10] copies [10] electronic
Final EIS/ROD	[450] days after NTP	[10] copies [50] electronic

V. EVALUATION FACTORS:

Evaluation factors are to be determined (TBD).

W. ACCESS TO SENSITIVE INFORMATION:

Consistent with the requirements of 38 U.S.C. § 5725, to the extent that the Contractor gains or receives access to sensitive VA or Veteran-related personal information, the Contractor shall be liable to VA for liquidated damages, in the event of a data breach or privacy incident involving any sensitive personal information that the Contractor or any of its subcontractors processes or maintains under this contract. However, it is the policy of VA to forego collection of liquidated damages in the event the Contractor provides payment of actual damages in the amount determined to be adequate by the agency (VA).