

### Statement of Work

A site visit has been scheduled for Tuesday November 22nd at 9:00am. Parties interested in visiting the site should report to the Facilities Maintenance Service office located in the basement of Building 1. Please send notification to [roy.samsel@va.gov](mailto:roy.samsel@va.gov) as soon as possible if you plan to attend the site visit. Include contact information for yourself for the days leading up to the site visit. The site visit will be coordinated by the Contracting Officers Technical Representative, Patrick Winter, who can be reached in advance for technical questions at 989-497-2500 or at [patrick.winter@va.gov](mailto:patrick.winter@va.gov). Please send administrative questions and inquires regarding this RFQ to [roy.samsel@va.gov](mailto:roy.samsel@va.gov).

Your quote must be received no later than 2:00 pm on November 30th; submit all pages with cost requests to include the final page total cost. Please submit your quote to [roy.samsel@va.gov](mailto:roy.samsel@va.gov). Alternatively, you may mail or hand deliver your submission to:

Roy Samsel  
Contracting Officer  
Aleda E. Lutz VAMC  
Contracting Office (90C), Office 1-B130  
1500 Weiss, St. Saginaw, MI, 48602

Submission must include:

- 1) **Item 19 (Itemized Price break out from SOW)**
- 2) **Final Cost FY2012 and Four Option Years (Final sheet of SOW)**
- 3) **General Electric/Edwards manufacturer certification**

Contractor shall provide all equipment, labor, materials and supervision in order to perform quarterly, semi-annual and annual maintenance inspection and repair services. Contractor shall also provide emergency repair call services.

### **CONTRACT BASE YEAR: October 1, 2011 through September 30, 2012**

Contractor shall provide all equipment, labor, materials and supervision in order to perform quarterly, semi-annual and annual maintenance inspection and repair services. Contractor shall also provide emergency repair call services.

SERVICE CONTRACT: PROVIDE ALL LABOR AND MATERIALS TO PERFORM ANNUAL FIRE ALARM SYSTEM INSPECTIONS IN ACCORDANCE WITH NATIONAL FIRE PROTECTION ASSOCIATION'S LIFE SAFETY CODE STANDARDS. NFPA 25 & 72 (2010) OR MORE FREQUENTLY, IN ACCORDANCE WITH AUTHORITY HAVING JURISDICTION (AHJ). THE NFPA SPECIFIES INSPECTION, TESTING & MAINTENANCE FREQUENCY.

VENDOR WILL CALL FMS ADMIN OFFICER/COTR [(989) 497-2500, EXT.13901] TO SCHEDULE MAINTENANCE WITH CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (COTR), PATRICK WINTER, PRIOR TO ARRIVAL. VENDOR MUST SCHEDULE WORK ONE MONTH IN ADVANCE WITH THE PROGRAM SUPPORT

ASSISTANT. VENDOR MUST SUBMIT WRITTEN REPORTS OF MAINTENANCE AND INSPECTION TO THE PROGRAM SUPPORT ASSISTANT FOLLOWING THE COMPLETION OF COVERED INSPECTION SERVICE.

NO ADDITIONAL CHARGE FOR TRAVEL TIME. NO ADDITIONAL CHARGE FOR MILEAGE. ALL REPLACEMENT PARTS AND DEVICES NOT PROVIDED BY VAMC SAGINAW, WILL BE AT EXTRA CHARGE. ANY EXTRA LABOR, INCLUDING EMERGENCY SERVICE, WILL BE INVOICED AT PREVAILING SERVICE RATES. AS AGREED, THE VA MEDICAL CENTER WILL PROVIDE ACCESS TO REQUIRED AREAS.

INVOICES WILL BE PAID QUARTERLY IN ARREARS BASED ON UNIT PRICES PER ITEM OF WORK AND ACTUAL WORK DONE AND AGREED UPON AND SUBMITTED TO THE FOLLOWING ADDRESS:

VETERANS ADMINISTRATION FINANCIAL SERVICES CENTER (VAFSC)  
PO Box 149971  
Austin, TX 78714-8971

The Scope of Work (SOW), including the quantity, scheduled frequency and description of each element of Planned Maintenance and Inspection shall be provided separately in Word/Excel document(s)...

### **STATEMENT of WORK**

4. Contractor shall provide all necessary labor, materials and expertise in order to perform monthly, quarterly, semi-annual and annual inspection, testing and maintenance services on the Fire Alarm System located at the Aleda E Lutz VA Medical Center, 1500 Weiss St., Saginaw, MI 48602
5. Contractor shall perform inspections and maintenance in accordance with the most current editions of Manufacturer's maintenance manuals, NFPA 25 & 72, and National Fire Alarm Code as prescribed by the Joint Commission on the Accreditation of Healthcare Organizations (TJC).
6. Contractor shall provide an individual who is factory trained and certified and is an authorized representative of the major equipment manufacturer **General Electric – Edwards** to perform Testing, Maintenance and Inspections, as well as any necessary repairs.
7. Services include the following.
  - a. Inspections:
    - (1) Systematic examination of all system components.
    - (2) Contractor shall perform testing, cleaning, adjusting and repairing of all components and labor as necessary to keep the system in reliable condition and proper working order. VA will supply all replacement components as necessary.
    - (3) Contractor shall furnish all tools, and cleaning materials, and parts required to perform inspections and testing.
    - (4) Contractor shall perform battery and charger maintenance.
    - (5) Fire damper inspection in accordance with NFPA 105, (6-yr. cycle, FY 2017).
  - b. Emergency Service:

(1) Contractor shall respond within six (6) hours upon notification of system trouble.

(2) Emergency call-back service shall be limited to minor adjustments and major repairs to effect the integrity of the system to include panic alarm system components

c. Non-included Work:

(1) Maintenance service shall not include the performance of any work due to improper use, accidents or negligence for which the Contractor is not directly responsible.

8. Contractor shall perform inspections and maintenance during normal work hours as defined herein.

9. Contractor shall contact COTR at (989) 497-2500, ext. 13901, prior to and upon completion of work and shall provide work ticket and/or report. Work ticket shall include complete description of the work performed and parts replaced.

10. Contractor shall notify COTR at (989) 497-2500, ext. 13901, at least two weeks in advanced prior to conducting inspections and/or maintenance.

11. Contractor should be aware that from time to time the fire alarm system will under go changes as new systems are added and systems are replaced or deleted. VA will maintain an inventory and schedule up to date and will ensure that the contractor is provided with a current copy at all times. Contractor to verify component list prior to start of inspections. Inspection of minor additions/deletions will be done at no additional cost to the VA Saginaw Healthcare System.

12. Contractor shall maintain a log at the fire alarm control panel (Room B140-1). The log shall include the date, type of trouble, condition of the system, and the name of the technician responding to the trouble call. Each trouble call shall be fully described to include but not limited to the nature of the trouble, corrective action taken and what parts replaced.

13. Non-emergency adjustments and minor repairs shall be accomplished during quarterly visits or at the hourly rate previously defined.

14. The following is a list of systems and components that shall be maintained and tested to included but not limited to the following:

a. Fire alarm panels including batteries and battery chargers. Shall include testing and inspection of all functions.

b. Initiating devices to include:

- (1) Manual Pull Stations
- (2) Heat Detectors
- (3) Area Smoke Detectors
- (4) HVAC Duct Smoke Detectors
- (5) Fire Sprinkler Water Flow Switches
- (6) Fire sprinkler valve supervisory switches
- (7) Fire sprinkler hi/low air supervisory switches

c. Notification Appliances to Include:

- (1) Audible Signals (bells, speakers and horns)
- (2) Visual signals (lights & strobes)

d. Auxiliary Devices to Include:

- (1) Magnetic Door Holders
- (2) Fire Shutter Door Releases
- (3) HVAC Fan Shut Down
- (4) Fire Department Remote Alarm
- (5) Elevator Fire Service Recall
- (6) Fire-Smoke Dampers

e. General Electric (manufacturer) Reporting System to Include:

- (1) Remote Monitor Panels
- (2) Central Reviewing Equipment
- (3) Maintain Spare Back-up Software

f. Single Stations Stand Alone Systems:

- (1) HVAC Duct Smoke Detectors and Fan Shut Down
- (2) Fire Smoke Dampers

15. Contractor shall maintain an updated back up disc for the GE-Edwards Fire Alarm System.

16. Contractor shall submit a quarterly report to COTR and the Contracting Officer to include but not limited to the following information:

a. Testing Schedule:

- (1) Building number
- (2) System type tested
- (3) What was tested

b. Detailed report:

- (1) Building number
- (2) Location of device
- (3) Type of Device
- (4) Test Results
  - i) Original
  - ii) Current
- (5) Zone (Zone FACP)
- (6) Code (Chime Code)
- (7) Quarter
- (8) 6 months
- (9) Year
- (10) Date
- (11) Comments

c. Fire Alarm Discrepancy Report:

- (1) Building Number
- (2) Device and location
- (3) Type of Discrepancy

17. The publications listed below shall be followed and adhered to while conducting repairs, testing, maintenance and inspections.

- a. Manufacturer's maintenance manuals.
- b. Manufacturer's recommendations.
- c. National Fire Protection Association Standards. (NFPA)
- d. National Electrical Code (NEC)
- e. National Fire Code
- f. Joint Commission (TJC) Requirements. (VA will provide. Contact COTR)

18. Contractor shall report to Facility Management Team, Building #1, PRIOR TO STARTING AND AFTER COMPLETION OF WORK. Contact COTR at (989) 497-2500, ext. 13901

**19. Fire Alarm and Suppression Systems include the following components:**

DESCRIPTION	QUANTITY	UNIT	ESTIMATED UNIT COST	EXTENDED LINE ITEM COST
a. FIRE ALARM PANELS (12); TESTING YEARLY.	12	EA	\$	\$
b. SMOKE DETECTORS (131); TESTING YEARLY.	131	EA	\$	\$
c. DUCT DETECTORS (141); TESTING YEARLY.	141	EA	\$	\$
d. SPEAKERS/HORNS/BELLS/LIGHTS (165); TESTING YEARLY.	165	EA	\$	\$
e. SMOKE-FIRE DAMPER-TAMPER SWITCHES (65); TESTING SEMI-ANNUAL. PERFORMED DURING WET RISER TESTING.	2	JB	\$	\$
f. WATER FLOWS (53); TESTING SEMI-ANNUALLY. PERFORMED DURING WET RISER TESTING.	2	JB	\$	\$
g. SMOKE BARRIER DOOR (60); TESTING YEARLY.	60	EA	\$	\$
h. HEAT DETECTORS (16); TESTING YEARLY:	16	EA	\$	\$
i. SPRINKLER RISER (WET) (9); TESTING SEMI-ANNUAL.	9	EA	\$	\$
j. SPRINKLER RISER (DRY) (1); TESTING YEARLY.	1	EA	\$	\$
k. FUSIBLE LINKS (30); TESTING YEARLY.	30	EA	\$	\$
l. ANTI-FREEZE SPRINKLER SYSTEM (1) TESTING YEARLY.	1	EA	\$	\$

m. FIRE HYDRANTS (6); TESTING YEARLY.	6	EA	\$	\$
n. BUILDINGS 2, 3, 4, 6, 9, AND 21, TESTING OF <u>APPROXIMATELY</u> 20 COMBINATION HORN/STROBES.	20	EA	\$	\$
o. PORTABLE FIRE EXTINGUISHERS, ANNUAL TESTING OF TEN-LB. ABC EXTINGUISHERS.	165	EA	\$	\$
p. PORTABLE FIRE EXTINGUISHERS, ANNUAL TESTING OF TEN-LB. WATER-FILLED, NITROGEN CHARGED. (SURGERY WARD)	6	EA	\$	\$
q. PORTABLE FIRE EXTINGUISHERS, ANNUAL TESTING OF FIVE-LB. ABC EXTINGUISHERS. (Kiddie brand, for VA vehicles).	20	EA	\$	\$
r. ANSUL R-102 KITCHEN HOOD SUPPRESSION SYSTEMS. SEMI-ANNUAL TESTING.	4	EA	\$	\$

DESCRIPTION	QUANTITY	UNIT	ESTIMATED UNIT COST	EXTENDED LINE ITEM COST
s. CO2 SUPPRESSION SYSTEM FOR HAZ-MAT LOCKER (CONEX) BLDG. 21 (GARAGE). SEMI-ANNUAL TESTING.	1	EA	\$	\$
t. Update As-Built AutoCAD (2010 version or newer) Drawings to include Sprinkler (Wet/Dry/Glycol) Systems; Ventilation and other barrier/suppression Systems throughout campus. <b>(FY 2012 only)</b>	1	JB	\$	\$
u. BUILDINGS 2, 3, 4, 6, 9, AND 21, TESTING OF <u>APPROXIMATELY</u> 20 SMOKE DETECTORS.	20	EA	\$	\$
v. BUILDINGS 2, 3, 4, 6, 9, AND 21 TESTING OF <u>APPROXIMATELY</u> 12 PULL STATIONS.	20	EA	\$	\$

## 20. TESTING PROCEDURES:

### General Description

- A. This specification provides the requirements for cleaning, testing, and maintaining the existing Life Safety System.
- B. Periodic inspection, testing and maintenance shall be in accordance with all applicable NFPA codes.

### Clean All Detectors

- A. Disassemble, clean with vacuum or cloth, and reassemble.
- B. Test sensitivity voltage using a UL listed test meter. If detector is out of range, adjust and repeat.

C. Record test results on inspection report.

#### **Test All Pull Stations**

- A. Check for any physical damage.
- B. Activate pull station to verify alarm signal and then reset pull station.
- C. Record test results on inspection report.

#### **Test Water flow or Tamper Switches (if applicable)**

- A. Check for any physical damage.
- B. Activate valve or flow water to test switch and then reset devices.
- C. Record test results on inspection report.

#### **Verify operation of Audible and Visual Systems**

- A. Activate alarm signals.
- B. Verify proper operation of each unit.
- C. Record test results on inspection report.

#### **Functional Test**

- A. Put control panel into alarm mode.
- B. Verify operation of Fan shutdown, remote signal transmission and all other automatic functions that have been designed into the system.
- C. Also verify that smoke fire and dampers close in alarm conditions.
- D. Verify operation of Elevator Recall, Power Shunt Breaker and Elevator Shaft Smoke Sensors.
- E. Verify smoke/fire barrier door closures.
- F. Record test results on inspection report.
- G. Lubricate smoke fire dampers.

#### **Control Panel Test – Secondary Power Supply**

- A. Measure voltage at incoming power, battery charger, batteries, and all other critical points. (Specific points are defined by system used)
- B. Record test results on inspection report.

#### **Download Latest Software Revision**

- A. Verify As-Built drawings are accurate.
- B. Current As-Built drawings will be provided by VA upon Contract Award. Vendor shall compile and produce updated As-Built AutoCAD drawing (2010 edition or most current) layers to show location and identify the following components:
  - 1) All Sprinkler Systems, to include flow switches, gauges, valves, check valves, standpipes and drains; hydrants and fittings. Layer shall show all components.
  - 2) All ventilation fire-smoke dampers and tampers.
  - 3) Ansul R-102 Kitchen Hood Suppression System.
  - 4) Portable fire extinguisher stations.

5) Any functional fire suppression component not shown on existing drawings. This is requested in order that VA shall have comprehensive Fire Alarm and Suppression System Plans.

B. Record test results using on-line inspection report, using <http://www.Buildingreports.com> . Test results must be completed within two (2) weeks of inspection/tests. Any deficiencies must be noted and System component tagged (using VA approved/supplied tags). A written report of deficiencies must be provided In a daily report, submitted to COTR, in order for VA Safety Manager to log and track remediation of all deficiencies. Daily deficiency reports must include component, nature of deficiency and location.

C. Finalize Inspection Report, using <http://www.buildingreports.com> . A quarterly meeting shall be held with Vendor Inspection Team Leader, VA Safety Manager and COTR to review Inspection Report and any remediation plans.

D. Software Programming for the Edwards EST-3 Fire Alarm System is currently provided under a separate VA Upgrade Contract by a separate vendor. Any System Programming deficiencies should be noted and submitted to VA COTR, who shall forward to the existing Upgrade Project contractor to remediate. Any difficulties arising from programming errors shall be the responsibility of the System Upgrade Contractor.

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#### **Quality Assurance Procedure**

A. Servicing technician shall have NICET and OEM (GE-Edwards) certified training on the Fire Alarm System and provide OEM-issued (GE-Edwards EST) certificates for documentation of training.

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**Testing Procedures** shall be performed in accordance with NFPA 25 & 72 or more frequently, in accordance with of Authority Having Jurisdiction. The NFPA 72 shows testing frequencies.

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#### **WET SPRINKLER SYSTEM INSPECTION SUMMARY**

##### **A. Inspect general items** such as:

Are all systems in service?

Visualize location of heads in relationship to the distance of walls, ceilings & objects.

Does the building appear to be properly heated in all areas?

Do all exterior openings appear to be protected against freezing?

##### **B. Inspect control valves:**

Are all valves in the appropriate open or closed position?

Make sure all shut off valves are chained, locked & tamper proof.

Exercise all O. S. & Y. valves.

##### **C. Water supplies:**

Do a full flow of water test of the main drain at the sprinkler riser.

##### **D. Inspect Fire Department Connections:**

Confirm that fire dept. connections are in satisfactory condition

Confirm that the connection is couplings free, caps in place & check valves tight.

Confirm that the connection is accessible and visible.

##### **E. Alarms:**

Test water motor and gong.

Test electric alarm.  
Test supervisory alarm service.

**F. Sprinklers:**

Verify that all sprinklers are free from corrosion, loading, or obstruction to spray discharge.  
Check that sprinklers are less than 50 years old - thus not requiring sample testing.  
Verify that there is a stock of spare sprinklers available.  
Check that the exterior condition of the sprinkler system appears to be satisfactory. Verify that all sprinklers are of proper temperature ratings for their locations.

**G. Replace gauges** if necessary - all gauges must be calibrated or changed out every 5 years.

**H. Inspect tamper and flow switches.** Note sprinkler valve size, static pressure and residual pressure for report.

**I. All daily activities** (Inspection, testing and maintenance) shall be noted in daily written Service Report to COTR. Final periodic Inspection/Tests shall be reported electronically, using <http://www.buildingreports.com>.

**Annual Total Cost:**      \$ \_\_\_\_\_

**Fire Alarm Inspection and Testing Services  
Final Cost FY2012 and Four Option Years**

Fiscal Year	Annual Costs
FY 2012 (Base Year)	\$
FY 2013 (Option Year 1)	\$
FY 2014 (Option Year 2)	\$
FY 2015 (Option Year 3)	\$
FY 2016 (Option Year 4)	\$
Subtotal:	\$

**Offerer** \_\_\_\_\_

**Date** \_\_\_\_\_

## SECTION C - CONTRACT CLAUSES

### C.1 52.212-4 CONTRACT TERMS AND CONDITIONS--COMMERCIAL ITEMS (JUN 2010)

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

(1) Within a reasonable time after the defect was discovered or should have been discovered; and

(2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

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

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

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

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

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

(g) Invoice.

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(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-- Central Contractor Registration, or 52.232-34, Payment by Electronic Funds Transfer--Other Than Central Contractor Registration), 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.

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

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

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

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

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

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

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

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

(D) Contractor point of contact.

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

(6) Interest.

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

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

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

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

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

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(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

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conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

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

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

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

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

(r) Compliance with laws unique to Government contracts. The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. 3701, et seq., Contract Work Hours and Safety Standards Act; 41 U.S.C. 51-58, Anti-Kickback Act of 1986; 41 U.S.C. 265 and 10 U.S.C. 2409 relating to whistleblower protections; 49 U.S.C. 40118, Fly American; and 41 U.S.C. 423 relating to procurement integrity.

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

(1) The schedule of supplies/services.

(2) The Assignments, Disputes, Payments, Invoice, Other Compliances, and Compliance with Laws Unique to Government Contracts 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) Central Contractor Registration (CCR).

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(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 CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR 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 CCR database to ensure it is current, accurate and complete. Updating information in the CCR 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 CCR 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 CCR 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 CCR 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 CCR database. Information provided to the Contractor's CCR 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 the internet at <http://www.ccr.gov> or by calling 1-888-227-2423 or 269-961-5757.

(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 52.217-9 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.

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

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

(End of Clause)

**C.3 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.4 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.

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

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

(End of Clause)

### **C.6 VAAR 852.237-70 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 Michigan. 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.7 VAAR 852.273-76 ELECTRONIC INVOICE SUBMISSION (Interim - October 2008)**

(a) To improve the timeliness of payments and lower overall administrative costs, VA strongly encourages contractors to submit invoices using its electronic invoicing system. At present, electronic submission is voluntary and any nominal registration fees will be the responsibility of the contractor. VA intends to mandate electronic invoice submission, subject to completion of the federal rulemaking process. At present, VA is using a 3rd party agent to contact contractors regarding this service. During the voluntary period, contractors interested in registering for the electronic system should contact the VA's Financial Services Center at <http://www.fsc.va.gov/einvoice.asp>.

### **C.8 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/oamm/oa/ars/policyreg/vaar/index.cfm>

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(End of Clause)

52.224-1	PRIVACY ACT NOTIFICATION	APR 1984
52.224-2	PRIVACY ACT	APR 1984

(End of Addendum to 52.212-4)

**C.9 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (AUG 2011)**

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.222-50, Combating Trafficking in Persons (FEB 2009) (22 U.S.C. 7104(g)).

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

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

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

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

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

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

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

(4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (JUL 2010) (Pub. L. 109-282) (31 U.S.C. 6101 note).

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

(6) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (Dec 2010) (31 U.S.C. 6101 note).

(7) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (section 740 of Division C of Public Law 111-117, section 743 of Division D of Public Law 111-8, and section 745 of Division D of Public Law 110-161)

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- (8) 52.219-3, Notice of Total HUBZone Set-Aside or Sole-Source Award (JAN 2011) (15 U.S.C. 657a).
- (9) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (JAN 2011) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).
- (10) [Reserved]
- (11)(i) 52.219-6, Notice of Total Small Business Set-Aside (June 2003) (15 U.S.C. 644).
- (ii) Alternate I (Oct 1995) of 52.219-6.
- (iii) Alternate II (Mar 2004) of 52.219-6.
- (12)(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.
- (13) 52.219-8, Utilization of Small Business Concerns (JAN 2011) (15 U.S.C. 637(d)(2) and (3)).
- (14)(i) 52.219-9, Small Business Subcontracting Plan (JAN 2011) (15 U.S.C. 637(d)(4)).
- (ii) Alternate I (Oct 2001) of 52.219-9.
- (iii) Alternate II (Oct 2001) of 52.219-9.
- (iv) Alternate III (JUL 2010) of 52.219-9.
- (15) 52.219-14, Limitations on Subcontracting (Dec 1996) (15 U.S.C. 637(a)(14)).
- (16) 52.219-16, Liquidated Damages--Subcontracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).
- (17)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (OCT 2008) (10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer.)
- (ii) Alternate I (June 2003) of 52.219-23.
- (18) 52.219-25, Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting (DEC 2010) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- (19) 52.219-26, Small Disadvantaged Business Participation Program--Incentive Subcontracting (Oct 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- (20) 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (May 2004) (15 U.S.C. 657 f).

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(21) 52.219-28, Post Award Small Business Program Rerepresentation (APR 2009) (15 U.S.C 632(a)(2)).

(22) 52.219-29 Notice of Total Set-Aside for Economically Disadvantaged Women-Owned Small Business (EDWOSB) Concerns (APR 2011).

(23) 52.219-30 Notice of Total Set-Aside for Women-Owned Small Business (WOSB) Concerns Eligible Under the WOSB Program (APR 2011).

(24) 52.222-3, Convict Labor (June 2003) (E.O. 11755).

(25) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (JUL 2010) (E.O. 13126).

(26) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).

(27) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).

(28) 52.222-35, Equal Opportunity for Veterans (SEP 2010) (38 U.S.C. 4212).

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

(30) 52.222-37, Employment Reports on Veterans (SEP 2010) (38 U.S.C. 4212).

(31) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496).

(32) 52.222-54, Employment Eligibility Verification (Jan 2009). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)

(33)(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.)

(34) 52.223-15, Energy Efficiency in Energy-Consuming Products (DEC 2007)(42 U.S.C. 8259b).

(35)(i) 52.223-16, IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products (DEC 2007) (E.O. 13423).

(ii) Alternate I (DEC 2007) of 52.223-16.

(36) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (AUG 2011)

(37) 52.225-1, Buy American Act--Supplies (FEB 2009) (41 U.S.C. 10a-10d).

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(38)(i) 52.225-3, Buy American Act--Free Trade Agreements-- Israeli Trade Act (JUN 2009) (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C 3805 note, Pub. L. 108-77, 108-78, 108-286, 108-302, 109-53 and 109-169, 109-283, and 110-138).

(ii) Alternate I (Jan 2004) of 52.225-3.

(iii) Alternate II (Jan 2004) of 52.225-3.

(39) 52.225-5, Trade Agreements (AUG 2009) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

(40) 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).

(41) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).

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

(43) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

(44) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

(45) 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration (Oct 2003) (31 U.S.C. 3332).

(46) 52.232-34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration (May 1999) (31 U.S.C. 3332).

(47) 52.232-36, Payment by Third Party (FEB 2010) (31 U.S.C. 3332).

(48) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

(49)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631).

(ii) Alternate I (Apr 2003) of 52.247-64.

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

(1) 52.222-41, Service Contract Act of 1965 (Nov 2007) (41 U.S.C. 351, et seq.).

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

Employee Class

Monetary Wage-Fringe Benefits

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

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

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

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

(7) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (MAR 2009)(Pub. L. 110-247)

(8) 52.237-11, Accepting and Dispensing of \$1 Coin (SEP 2008) (31 U.S.C. 5112(p)(1)).

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

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

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

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

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

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

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(ii) 52.219-8, Utilization of Small Business Concerns (DEC 2010) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$650,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(iii) [Reserved]

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

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

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

(vii) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.

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

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

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

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

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

(xii) 52.222-54, Employee Eligibility Verification (JAN 2009)

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

(xiv) 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)

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

## SECTION E - SOLICITATION PROVISIONS

### E.1 52.212-1 INSTRUCTIONS TO OFFERORS--COMMERCIAL ITEMS (JUN 2008)

(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

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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.

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

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

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

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

GSA Federal Supply Service Specifications Section Suite 8100 470 East L'Enfant Plaza, SW,  
Washington, DC 20407

Telephone (202) 619-8925 Facsimile (202) 619-8978.

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

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

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

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

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

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

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

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

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

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

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(j) Data Universal Numbering System (DUNS) Number. (Applies to all offers exceeding \$3,000, and offers of \$3,000 or less if the solicitation requires the Contractor to be registered in the Central Contractor Registration (CCR) 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 CCR 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) Central Contractor Registration. 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 CCR 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 CCR 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 Internet at <http://www.ccr.gov> or by calling 1-888-227-2423 or 269-961-5757.

(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 52.216-1 TYPE OF CONTRACT (APR 1984)**

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

(End of Provision)

**E.3 52.233-2 SERVICE OF PROTEST (SEP 2006)**

(a) 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:

Hand-Carried Address:

Mailing Address:

Department of Veteran Affairs  
Aleda E. Lutz Medical Center (90C)

1500 Weiss Street  
Saginaw MI 48602

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

(a) Any protest filed by an interested party shall:

- (1) Include the name, address, fax number, and telephone number of the protester;
- (2) Identify the solicitation and/or contract number;
- (3) Include an original signed by the protester or the protester's representative and at least one copy;
- (4) Set forth a detailed statement of the legal and factual grounds of the protest, including a description of resulting prejudice to the protester, and provide copies of relevant documents;

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(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.5 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

52.225-25

PROHIBITION ON ENGAGING IN SANCTIONED  
ACTIVITIES RELATING TO  
IRAN--CERTIFICATION

SEP 2010

(End of Addendum to 52.212-1)

**E.6 52.212-2 EVALUATION--COMMERCIAL ITEMS (JAN 1999)**

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(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:

Price  
Past Performance  
Technical Qualifications

Technical and past performance, when combined, are approximately equal to price..

(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)