

| | | | | | | | |
|--|--|---|--|---|--|---|--|
| SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30 | | | | 1. REQUISITION NO. 662-17-1-6048-0019 | | PAGE 1 OF 59 | |
| 2. CONTRACT NO. | | 3. AWARD/EFFECTIVE DATE | | 4. ORDER NO. | | 5. SOLICITATION NUMBER VA261-17-Q-0081 | |
| | | | | | | 6. SOLICITATION ISSUE DATE 01-07-2017 | |
| 7. FOR SOLICITATION INFORMATION CALL: | | a. NAME Angie Gerlitzki angela.gerlitzki@va.gov | | | | b. TELEPHONE NO. (No Collect Calls) 916-923-4515 | |
| | | | | | | 8. OFFER DUE DATE/LOCAL TIME 01-20-2017 1500 | |
| 9. ISSUED BY Department of Veterans Affairs VA Sierra Pacific Network (VISN 21) VA Northern California HealthCare System 5342 Dudley Blvd, Bldg 209 McClellan CA 95652-2609 | | | | CODE 612MCP | | | |
| | | | | 10. THIS ACQUISITION IS <input type="checkbox"/> UNRESTRICTED OR <input checked="" type="checkbox"/> SET ASIDE: 100 % FOR: <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> EDWOSB <input checked="" type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input type="checkbox"/> 8(A) NAICS: 811310 SIZE STANDARD: \$7.5 Million | | | |
| 11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input checked="" type="checkbox"/> SEE SCHEDULE | | 12. DISCOUNT TERMS | | 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) <input type="checkbox"/> | | 13b. RATING N/A | |
| | | | | | | 14. METHOD OF SOLICITATION <input checked="" type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP | |
| 15. DELIVER TO San Francisco VA Medical Center 4150 Clement St. and 1700 Owens St. San Francisco, CA 94121 | | | | CODE 612MCP | | | |
| 17a. CONTRACTOR/OFFEROR FACILITY CODE | | | | 16. ADMINISTERED BY Department of Veterans Affairs Department of Veterans Affairs VA Northern California HealthCare System 3230 Peacekeeper Way, Bldg. 209 McClellan CA 95652-1012 | | | |
| 18a. PAYMENT WILL BE MADE BY Department of Veterans Affairs FMS VA-9(101) Financial Services Center PO Box 149971 Austin TX 78714-9971 PHONE: FAX: | | | | CODE | | | |
| TELEPHONE NO. DUNS: DUNS+4: | | | | 18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM | | | |
| <input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER | | | | | | | |
| 19. ITEM NO. | | 20. See CONTINUATION Page SCHEDULE OF SUPPLIES/SERVICES | | 21. QUANTITY | | 22. UNIT | |
| | | | | 23. UNIT PRICE | | 24. AMOUNT | |
| | | Preventative Maintenance for Air Balance System at San Francisco VA Medical Center. See Statement of Work for the detailed requirements. Quote instructions are provided in provision 52.212-1. Evaluation criteria is provided in provision 52.212-2. See Section E: FAR 52.237-1 SITE VISIT (Use Reverse and/or Attach Additional Sheets as Necessary) | | | | | |
| | | | | | | | |
| 25. ACCOUNTING AND APPROPRIATION DATA See CONTINUATION Page 662-3670162-6048-851100-2543 0100501X9 | | | | 26. TOTAL AWARD AMOUNT (For Govt. Use Only) | | | |
| <input checked="" type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA | | | | <input 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"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN _____ COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED | | | | <input type="checkbox"/> 29. AWARD OF CONTRACT: REF. _____ OFFER DATED _____. YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN IS ACCEPTED AS TO ITEMS: | | | |
| 30a. SIGNATURE OF OFFEROR/CONTRACTOR | | | | 31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER) | | | |
| 30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT) | | 30c. DATE SIGNED | | 31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) Denard M Fobbs Jr Contracting Officer | | 31c. DATE SIGNED | |

A.2 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 36C261 Contract Specialist: Angie Gerlitzki

Department of Veterans Affairs
VA Sierra Pacific Network (VISN 21)
VA Northern California HealthCare System
5342 Dudley Blvd. Bldg 98 (NCO 21)
McClellan CA 95652-1012

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

- ☒ 52.232-34, Payment by Electronic Funds Transfer—Other Than System For Award Management, or
☐ 52.232-36, Payment by Third Party

3. INVOICES: Invoices shall be submitted in arrears:

- a. Quarterly ☐
b. Semi-Annually ☐
c. Other ☒ Monthly

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

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

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

| AMENDMENT NO | DATE |
|--------------|------|
| | |
| | |
| | |

Table of Contents

| | |
|--|-----------|
| SECTION A..... | 1 |
| A.1 SF 1449 SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS..... | 1 |
| A.2 CONTRACT ADMINISTRATION DATA | 2 |
| SECTION B - CONTINUATION OF SF 1449 BLOCKS..... | 4 |
| B.1 PRICE/COST SCHEDULE | 4 |
| B.2 STATEMENT OF WORK..... | 6 |
| SECTION C - CONTRACT CLAUSES | 24 |
| C.1 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)..... | 24 |
| C.2 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS—COMMERCIAL ITEMS (JUN 2016)..... | 24 |
| C.3 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)..... | 30 |
| C.4 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)..... | 31 |
| C.5 SUPPLEMENTAL INSURANCE REQUIREMENTS | 31 |
| C.6 VAAR 852.203-70 COMMERCIAL ADVERTISING (JAN 2008) | 31 |
| C.7 52.203-99 PROHIBITION ON CONTRACTING WITH ENTITIES THAT REQUIRE CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS (DEVIATION) (FEB 2015) ... | 32 |
| C.8 VAAR 852.237-70 CONTRACTOR RESPONSIBILITIES (APR 1984)..... | 32 |
| C.9 VAAR 852.232-72 ELECTRONIC SUBMISSION OF PAYMENT REQUESTS (NOV 2012) | 32 |
| SECTION D - CONTRACT DOCUMENTS, EXHIBITS, OR ATTACHMENTS | 34 |
| SECTION E - SOLICITATION PROVISIONS | 35 |
| E.1 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998) | 35 |
| E.2 52.209-5 REPRESENTATION BY CORPORATIONS REGARDING AN UNPAID TAX LIABILITY OR A FELONY CONVICTION UNDER ANY FEDERAL LAW (DEVIATION)(MAR 2012) | 35 |
| E.3 52.212-2 EVALUATION—COMMERCIAL ITEMS (OCT 2014) | 38 |
| E.4 ADDENDUM TO 52.212-2 EVALUATION—COMMERCIAL ITEMS | 38 |
| E.5 52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS—COMMERCIAL ITEMS (JUL 2016)..... | 41 |
| E.6 52.233-2 SERVICE OF PROTEST (SEP 2006) | 56 |
| E.7 52.216-1 TYPE OF CONTRACT (APR 1984)..... | 57 |
| E.8 52.237-1 SITE VISIT (APR 1984)..... | 57 |
| E.9 VAAR 852.233-70 PROTEST CONTENT/ALTERNATIVE DISPUTE RESOLUTION (JAN 2008) | 58 |
| E.10 VAAR 852.233-71 ALTERNATE PROTEST PROCEDURE (JAN 1998) | 58 |
| E.11 VAAR 852.270-1 REPRESENTATIVES OF CONTRACTING OFFICERS (JAN 2008) | 58 |
| E.12 VAAR 852.271-70 NONDISCRIMINATION IN SERVICES PROVIDED TO BENEFICIARIES (JAN 2008) | 59 |
| E.13 VAAR 852.273-74 AWARD WITHOUT EXCHANGES (JAN 2003)..... | 59 |

SECTION B - CONTINUATION OF SF 1449 BLOCKS**B.1 PRICE/COST SCHEDULE****Base Year: February 16, 2017 through February 15, 2018**

| Item No. | Description Supplies/Services | QTY | Unit | Unit Cost | Total Cost |
|----------------------------|--------------------------------------|------------|-------------|------------------|-------------------|
| 0001 | Air balance maintenance services | 12 | MO | \$ | \$ |
| Total for Base Year | | | | | \$ |

Option Year One: February 16, 2018 through February 15, 2019

| Item No. | Description Supplies/Services | QTY | Unit | Unit Cost | Total Cost |
|--------------------------------|--------------------------------------|------------|-------------|------------------|-------------------|
| 1001 | Air balance maintenance services | 12 | MO | \$ | \$ |
| Total for Option Year 1 | | | | | \$ |

Option Year Two: February 16, 2019 through February 15, 2020

| Item No. | Description Supplies/Services | QTY | Unit | Unit Cost | Total Cost |
|--------------------------------|--------------------------------------|------------|-------------|------------------|-------------------|
| 2001 | Air balance maintenance services | 12 | MO | \$ | \$ |
| Total for Option Year 2 | | | | | \$ |

Option Year Three: February 16, 2020 through February 15, 2021

| Item No. | Description Supplies/Services | QTY | Unit | Unit Cost | Total Cost |
|--------------------------------|--------------------------------------|------------|-------------|------------------|-------------------|
| 3001 | Air balance maintenance services | 12 | MO | \$ | \$ |
| Total for Option Year 3 | | | | | \$ |

Option Year Four: February 16, 2021 through February 15, 2022

| Item No. | Description Supplies/Services | QTY | Unit | Unit Cost | Total Cost |
|--------------------------------|--------------------------------------|------------|-------------|------------------|-------------------|
| 4001 | Air balance maintenance services | 12 | MO | \$ | \$ |
| Total for Option Year 4 | | | | | \$ |

| Year | Cost Per Year |
|--------------------|----------------------|
| Base Year | \$ |
| OY# 1 | \$ |
| OY# 2 | \$ |
| OY# 3 | \$ |
| OY# 4 | \$ |
| Grand Total | \$ |

B.2 STATEMENT OF WORK

Preventative Maintenance for Air Balance System

VA San Francisco Health Care System

1. Scope of Work

1.1 Contractor shall furnish all equipment, labor, materials, apparatus, tools, parts, transportation, supervision, permits, disposal, reporting and expertise necessary to provide:

- A. Ventilation Testing and Balancing to the rooms listed below in paragraph 2.3.1 Approx. 200 Rooms.
- B. An inspection of the Supply Fans and Exhaust Fans listed in paragraph 2.4.3
- C. Replace the belts for belt-driven exhaust fans listed in paragraph 2.5.1
- D. All reports, workbooks, spreadsheets are the property on the VA and must be sent electronically, unlocked and editable. Any formulas, data, functions and calculation are part of the reports, workbooks, spread sheets and must be included in first and final reports.

1.2 All services will be provided at San Francisco VA Medical Center, 4150 Clement Street, San Francisco, CA 94121 and 1700 Owens Street, San Francisco, Ca.

2. Quarterly Testing and Balancing and Reports

2.1 **Testing and Balancing.** Contractor shall provide necessary manpower and supervision to properly execute quarterly Testing and air-balance of all rooms listed in 2.3.1.

2.1.1 Testing and balancing will be scheduled on a Quarterly basis. 1st Oct – Dec, 2nd Jan – Mar, 3rd Apr – Jun, 4th July – Sept.

2.1.2 Testing and balancing will be performed when the testing and balancing will minimize disruptions to patients, patient services or research professionals. **Where possible, testing and balancing should be done on weekends or after normal business hours.** Rooms with patients must be tested after breakfast and before evening meals are served. Testing and balancing should be scheduled, and agreement made in writing, between the COR and Contractor.

2.1.3 All Operating Suite room inspections must be done after hours or on weekends when the Surgery Rooms are not occupied.

2.1.4 For Operating Room, Operating Suite and SPS inspections, the Contractor's technicians must be suited in appropriate, approved, protective, sterile clothing. And shall ensure no debris, dust, or fallout from ducts remain behind.

2.1.5 Readings of registers are made with a certified Alnor Balometer. For rooms with a fume hood, a certified Shortridge Instruments Verigrd is used.

2.1.6 When Balancing is required in patient rooms, an approved self-containment unit must be used and contractor must follow VA infection control procedures when working above ceiling and or in a restricted area. Such as OR, SPS clean room. Ect.

2.2 **Reports.** Contractor shall provide necessary manpower and supervision to properly prepare a Report of the Testing and Air Balancing.

2.2.1 The readings are compiled in two Quarterly reports for the customer:

- 1) The Patient Care Report, which includes all rooms and facilities listed in 2.3.1 for Buildings 200 and 203; and,
- 2) The Research Facilities Report, which includes all rooms and facilities listed in 2.3.1 for Buildings 12, 21, 23 and 1700 Owens Street,

2.2.2 The Contractor must distribute the full reports to the COR within 10 days of the testing of the rooms. The report is to be distributed in two forms:

- 1) Electronic file,
 - a. Two Printed color copies. All reports, workbooks, spreadsheets are the property on the VA and must be sent electronically, unlocked and editable. Any formulas and calculation are part of the reports, workbooks, spread sheets and must be included in first and final reports.

2.2.3 The Quarterly Testing and Air Balancing Report must provide the following for each room listed in 2.3.1:

- a) Room Number
- b) Building
- c) Cubic Feet
- d) Required Balance
- e) Required Supply (CFM)
- f) Required Exhaust (CFM)
- g) Minimum Required Air Changes
- h) Actual Supply (CFM)
- i) Actual Exhaust/Return (CFM)
- j) Actual Air Changes per Hour
- k) Actual Percent POS/NEG
- l) Comments from Readings and Observations
- m) Isolation Room Alarm Test Results

n) HVAC Design Manual Reference page

2.2.4 Test and Balance Report Requirements listed in 2.2.3, including d) Required Balance, e) Required Supply (CFM), f) Required Exhaust (CFM), g) Minimum Required Air Changes, are provided and pre-approved by the COR. These items must be included for each room on the Test and Balance Report. Any change to these requirements does not constitute a change to this contract.

2.3 Testing and balancing Room List

2.3.1 The rooms listed below must be tested and balanced on a quarterly base, a Test and Balance Report conforming to Section 2.1 and 2.2 must be provided with readings for each room. A worksheet must be made with the readings for each register in each of the rooms and each register shall be labeled to correspond to location and for identification. The worksheets are part of this contract and will be provided to the COR the first and last year of the agreement. Quarterly reports will be sent electronically and annual printed reports will be provided to the COR, Worksheets will be provided electronically the first year and the final year of this contract. It will highlight additions and subtractions.

| Building 200 Patient Non-Isolation Rooms | | |
|--|----------------|-------|
| 200 | GA-153 | NEG |
| 200 | GD-117 | D-NEG |
| 200 | GD-116/ER-1 | NEG |
| 200 | GD-115/ER-2 | NEG |
| 200 | GD-114/ER-3 | NEG |
| 200 | GD-113/ER-4 | NEG |
| 200 | GD-112/ER-5 | NEG |
| 200 | GD-107/ER-6 | NEG |
| 200 | GD-106/ER-7 | NEG |
| 200 | GD-105/ER-8 | NEG |
| 200 | GD-104/ER-9 | NEG |
| 200 | GD-102/ER11 | NEG |
| 200 | GD-101/ER12 | NEG |
| 200 | GD-118/ER13-15 | NEG |

| | | |
|-----|--------|---------|
| 200 | GD-100 | Neutral |
| 200 | GD-110 | POS |
| 200 | GD-111 | Neutral |
| 200 | GA-178 | NEG |
| 200 | GA-184 | NEG |
| 200 | GA-185 | NEG |
| 200 | GA-187 | NEG |
| 200 | GA-194 | NEG |
| 200 | GA-195 | NEG |
| 200 | GA-197 | NEG |
| 200 | GA-198 | NEG |
| 200 | GA-199 | NEG |
| 200 | GA-200 | NEG |
| 200 | GA-204 | NEG |
| 200 | GA-205 | NEG |

| Building 200 Patient Isolation Room | | |
|--|------------|---------|
| 200 | ER-10 Ante | POS |
| 200 | ER-10 Main | NEG |
| Building 200 Radiology Suite | | |
| 200 | 2A-104 | NEG |
| 200 | 2A-105 | POS |
| 200 | 2A-106 | POS |
| 200 | 2A-107 | POS |
| 200 | 2A-111 | POS |
| 200 | 2A-120B | POS |
| 200 | 2A-127 | POS |
| 200 | 2A-127B | POS |
| 200 | 2A-139 | POS |
| 200 | 2A-139B | POS |
| Building 200 Sterile Processing and Distribution | | |
| 200 | 3A-104 | POS |
| 200 | 3A-103 | Neutral |
| 200 | 3A-105 | Neutral |
| 200 | 3A-106 | Neutral |
| 200 | 3A-108 | Neutral |
| 200 | 3A-108A | POS |
| 200 | 3A-109 | D-NEG |
| 200 | 3A-109A | D-NEG |
| 200 | 3A-109E | POS |
| 200 | 3A-110 | D-POS |
| Building 200 Operating Rooms | | |

| 200 | 3A-156/OR 1 | POS |
|----------------------------------|-------------|---------|
| 200 | 3A-155/OR 2 | POS |
| 200 | 3A-154/OR 3 | POS |
| 200 | 3A-152/OR 4 | POS |
| 200 | 3A-151/OR 5 | POS |
| 200 | 3A-150/OR 6 | POS |
| 200 | 3A-159/OR 7 | POS |
| 200 | 3B-121/OR 8 | POS |
| 200 | 3B-123/OR 9 | POS |
| Building 200/203 Operating Suite | | |
| 200 | 3A-140 | D-NEG |
| 200 | 3A-111 | D-NEG |
| 200 | 3A-113 | Neutral |
| 200 | 3A-113B | NEG |
| 200 | 3A-113B | D-NEG |
| 200 | 3A-113E | NEG |
| 200 | 3A-113E | D-NEG |
| 200 | 3A-117 | POS |
| 200 | 3A-117A | NEG |
| 200 | 3A-117B | NEG |
| 200 | 3A-117C | D-NEG |
| 200 | 3A-119 | Neutral |
| 200 | 3A-122 | POS |
| 200 | 3A-PreOp | POS |
| 200 | 3A-139 | D-NEG |
| 200 | 3A-142 | POS |
| 200 | 3A-145 | Neutral |

| | | |
|---|-----------------|---------|
| 200 | 3A-146 | NEG |
| 200 | 3A-149 | NEG |
| 200 | 3A-153D | D-POS |
| 200 | 3A-158 | Neutral |
| 200 | 3A-158A | D-NEG |
| 200 | 3A-163 | Neutral |
| 203 | 3C-2 | POS |
| 200 | 3C-4 | Neutral |
| 200 | 3C-5 | Neutral |
| 203 | 3C-7 | Neutral |
| 203 | 3C-9 | D-NEG |
| 203 | 3C-11 | D-NEG |
| 203 | 3C-15A | Neutral |
| 203 | 3C-15B | Neutral |
| 203 | 3C-16 | POS |
| 203 | 3B-Corridor | Neutral |
| 203 | 3B-Control Room | Neutral |
| Building 203 Patient Isolation Rooms | | |
| 203 | 1A-48 | NEG |
| 203 | 1A-50 | NEG |
| 203 | 1A-60 | NEG |
| 203 | 1A-61 | NEG |
| 203 | 2A-35 | NEG |
| 203 | 2A-45 | NEG |
| 203 | 2A-45A | D-NEG |
| 203 | 2A-46 | NEG |
| 203 | 3A-40 | NEG |

| | | |
|--|--------|-------|
| 203 | 3A-104 | NEG |
| 203 | 2B-12 | POS |
| 203 | 2B-12 | NEG |
| 203 | 2B-17 | NEG |
| 203 | 2B-57 | POS |
| 203 | 2B-57 | NEG |
| 203 | 2B-65 | NEG |
| 203 | 3B-12 | POS |
| 203 | 3B-12 | NEG |
| 203 | 3B-18 | NEG |
| 203 | 3B-56 | POS |
| 203 | 3B-56 | NEG |
| 203 | 3B-62 | NEG |
| Building 203 Nuclear Medicine Suite | | |
| 203 | GB-51 | NEG |
| 203 | GB-52 | POS |
| 203 | GB-53 | NEG |
| 203 | GB-54 | D-NEG |
| 203 | GB-55 | NEG |
| 203 | GB-56 | NEG |
| 203 | GB-56A | NEG |
| 203 | GB-56B | D-NEG |
| 203 | GB-59 | NEG |
| 203 | GB-60 | NEG |
| 203 | GB-61 | NEG |
| 203 | GB-62 | NEG |
| 203 | GB-63 | POS |

| | | |
|---|-------------------|---------|
| 203 | GB-64 | NEG |
| Building 203 Patient Non-Isolation Rooms | | |
| 203 | BA Morgue Lab | NEG |
| 203 | BA-10 | NEG |
| 203 | 3A-64/ICU-6 | NEG |
| 203 | 3A-68/ICU-7 | NEG |
| 203 | 3A-70/ICU-8 | NEG |
| 203 | 3A-72/ICU-9 | NEG |
| 203 | 3A-74/ICU-10 | NEG |
| 203 | 3A-78/ICU-11 | NEG |
| 203 | 3A-80/ICU-12 | NEG |
| 203 | 3A-82/ICU-13 | NEG |
| 203 | 3A-84/ICU-14 | NEG |
| 203 | 3A-86/ICU-15 | NEG |
| 203 | 3A-88/ICU-16 | NEG |
| 203 | 3A-92/ICU-17 | NEG |
| 203 | 3A-94/ICU-18 | NEG |
| Building 203 Catheter Laboratory Suite | | |
| 203 | 2C Corridor | Neutral |
| 203 | 2C Clean Corridor | D-POS |
| 203 | 2C-2 | Neutral |
| 203 | 2C-4 | POS |
| 203 | 2C-4A | D-NEG |
| 203 | 2C-5 | POS |
| 203 | 2C-6 | D-NEG |
| 203 | 2C-9 | Neutral |
| 203 | 2C-10 | POS |

| | | |
|---|---------------------|---------|
| 203 | 2C-11 | POS |
| 203 | 2C-11A | Neutral |
| Building 203 Gastrointestinal Suite | | |
| 203 | 2A-64 | POS |
| 203 | 2A-64A | POS |
| 203 | 2A-75 | NEG |
| 203 | 2A-Procedure Room 1 | POS |
| Building 203 In-Patient Pharmacy Suite | | |
| 203 | BA1-1A | POS |
| 203 | BA-IV | POS |
| 203 | BA-Buffer | POS |
| 203 | BA-6 | POS |
| 203 | BA-Restroom | D-NEG |
| 203 | BA-Staff | Neutral |
| Building 12 | | |
| 12 | 124 | POS |
| 12 | 127A | POS |
| 12 | 128 | POS |
| 12 | 129 | NEG |
| 12 | 132 | NEG |
| 12 | 133 | POS |
| 12 | 134 | NEG |
| 12 | 135 | NEG |
| 12 | 136 | POS |
| 12 | 137 | POS |
| 12 | 139 | POS |
| 12 | 141 | POS |

| | | |
|--------------------|-----|-----|
| 12 | 145 | NEG |
| 12 | 149 | POS |
| 12 | 151 | POS |
| 12 | 152 | POS |
| 12 | 154 | POS |
| 12 | 155 | NEG |
| 12 | 156 | POS |
| 12 | 158 | POS |
| 12 | 159 | POS |
| Building 21 | | |
| 21 | 1 | NEG |
| 21 | 2 | NEG |

| | | |
|--------------------|--------|-----|
| 21 | 3 | NEG |
| 21 | 4 | NEG |
| 21 | 5 | NEG |
| 21 | 6 | NEG |
| Building 23 | | |
| T-23 | Room C | POS |
| T-23 | Room D | POS |
| T-23 | Room E | POS |
| T-23 | Room F | POS |

2.3.2 Required Balance Designations:

NEG - Negative Air Balance

D-NEG - Double Negative Air Balance

POS - Positive Air Balance

D-POS - Double Positive Air Balance

Neutral - Neutral Air Balance

2.3.3 The SFVA Medical Center may change the pressurization requirements of a room for different uses or applications. This does NOT constitute a change to this contract. Changes must be made in writing by the COR.

2.4 Fan Inspection Report

2.4.1 The Air Balance Preventative Maintenance testing shall include an inspection of all the fans serving the rooms listed in Table 1 (2.3.1). These inspections and reports are made to confirm normal operation and safe conditions.

2.4.2 A Report of the inspection is to be provided a week before the Testing and Balancing completed by the SFVA prior to an Air Balance Report being made if not covered in the terms of this contract.

2.4.3 The fans to be inspected and included in the Fan Inspection Report are listed in the table below.

Table 2: Fan Inspection List, 2.4.3

| Bldg. | ID | Description | Location |
|--------------------|-------------|-----------------------|--|
| Supply Fans | | | |
| 12 | AHU-1 | Air Handler | Room 136-B, Bldg 12 |
| 12 | AHU-2 | Air Handler | Rooftop Bldg 12 |
| 21 | AHU-1 | Trane | Rooftop Bldg 21 |
| T-23 | Unknown No. | Fujitsu, Split System | Rooftop Bldg 23 |
| T-23 | Unknown No. | Fujitsu, Split System | Rooftop Bldg 23 |
| 200 | AHU-2 | Innovent, Air Handler | Ground Level, outside ER |
| 200 | AHU-6 | Air Handler | Penthouse Bldg 200 |
| 200 | AHU-7 | Air Handler | Rooftop Bldg 200 |
| 200 | AHU-9 | Air Handler | Rooftop Bldg 200 |
| 200 | AHU-8 | Air Handler | Rooftop, outside penthouse, Bldg 200 |
| 200 | SF-2 | Supply Fan | Room BA-100, SW Basement, Bldg 200 |
| 200 | SF-4 | Supply Fan | Penthouse Bldg 203 |
| 203 | AC-1 | Air Handler | Penthouse Bldg 203 |
| 203 | AC-2 | Air Handler | Penthouse Bldg 203 |
| 203 | AHU-1 | Air Handler | Rooftop Bldg 203-C |
| 203 | HV-1 | Air Handler | Penthouse Bldg 203 |
| 203 | HV-3 | Air Handler | Penthouse Bldg 203 |
| 203 | Unknown No. | Air Handler | Overhang, above Loading dock, Bldg 203 |
| 203 | Unknown No. | Air Handler | Ground, outside Nuclear Medicine, Bldg 203 |

Table 2: Fan Inspection List, 2.4.3 (Cont.)

| Bldg. | ID | Description | Location |
|---------------------|-------------|--------------------|-------------------------------------|
| Exhaust Fans | | | |
| 12 | EF-1 | | Rooftop Bldg 12 (old) |
| 12 | EF-1 | | Rooftop Bldg 12 (new) |
| 12 | EF-2 | | Rooftop Bldg 12 (new) |
| 12 | EF-3 | | Rooftop Bldg 12 (new) |
| 12 | EF-4 | | Rooftop Bldg 12 (new) |
| 12 | EF-5 | | Rooftop Bldg 12 (new) |
| 12 | EF-6 | | Rooftop Bldg 12 (new) |
| 12 | EF-7 | | Rooftop Bldg 12 (new) |
| 21 | EF-1 | | Rooftop Bldg 21 |
| T-23 | Unknown | Greenheck | Rooftop Bldg 23 |
| T-23 | Unknown | Greenheck | Rooftop Bldg 23 |
| 200 | EF-8 | Blue Fan | Rooftop Bldg 200 |
| 200 | EF-17 | White Fan | Rooftop Bldg 200 |
| 200 | EF-100 | | Top roof, above penthouse, Bldg 200 |
| 200 | EF-200 | | Top roof, above penthouse, Bldg 200 |
| 200 | Unknown No. | Serves ER 10 | 1st Floor Rooftop, Bldg 200-D |
| 200 | Unknown No. | Serves ER Bath | 1st Floor Rooftop, Bldg 200-D |
| 200 | Unknown No. | Mushroom Fan | Rooftop Bldg 200 |
| 200 | Unknown No. | Mushroom Fan | Rooftop Bldg 200 |
| 200 | Unknown No. | Mushroom Fan | Rooftop Bldg 200 |
| 200 | Unknown No. | Pit Fan | SE Pit, Rooftop 200 |
| 203 | EF-1 | | Rooftop Bldg 203-C |
| 203 | EF-2 | | Rooftop Bldg 203-C |
| 203 | EF-203-A | | Rooftop, above Penthouse, Bldg 203 |

| | | | |
|-----|----------|--------|------------------------------------|
| 203 | EF-7A | Carnes | Rooftop, above Penthouse, Bldg 203 |
| 203 | EF-7B | Carnes | Rooftop, above Penthouse, Bldg 203 |
| 203 | EF-ICU-A | | Rooftop, above ICU, Bldg 203 |
| 203 | EF-ICU-B | | Rooftop, above ICU, Bldg 203 |
| 203 | EF-R1 | | Rooftop Bldg 203-B |
| 203 | EF-R2 | | Rooftop Bldg 203-B |
| 203 | EF-R3 | | Rooftop Bldg 203-B |
| 203 | EF-R4 | | Rooftop Bldg 203-B |

2.4.4 The contractor shall provide a printed and electronic check-off sheet noting the equipment being inspected. The check off sheet shall be delivered to the COR prior to the Quarterly Testing and Balancing. Fan Inspection List report must indicate any parts used and quantity used.

2.4.5 Service Histories. The Contractor's database shall have the capability of providing a service history for each fan beginning at the contract award date, or contract revision date, when a fan is listed in the Fan Inspection Table.

2.4.6 The Contractor shall perform testing according to manufacturer's specifications. The Contractor shall have written procedures to be followed and documented evidence demonstrating that each fan has been inspected according to those procedures.

2.5 Replacement Belts. Contractor shall provide necessary manpower and supervision to properly replace worn belts for belt-driven exhaust fans, listed in 2.5.1 below.

2.5.1 Exhaust Fans requiring replacement belts by Contractor:

Table 3: Belt Replacement List, 2.5.1

| Bldg. | ID | Description | Location |
|--------------|-----------|--------------------|-----------------------|
| 12 | EF-1 | | Rooftop Bldg 12 (old) |
| 12 | EF-1 | | Rooftop Bldg 12 (new) |
| 12 | EF-2 | | Rooftop Bldg 12 (new) |
| 12 | EF-3 | | Rooftop Bldg 12 (new) |
| 12 | EF-4 | | Rooftop Bldg 12 (new) |

| | | | |
|------|-------------|----------------|-------------------------------------|
| 12 | EF-5 | | Rooftop Bldg 12 (new) |
| 12 | EF-6 | | Rooftop Bldg 12 (new) |
| 12 | EF-7 | | Rooftop Bldg 12 (new) |
| 21 | EF-1 | | Rooftop Bldg 21 |
| T-23 | Unknown | Greenheck | Rooftop Bldg 23 |
| T-23 | Unknown | Greenheck | Rooftop Bldg 23 |
| 200 | EF-8 | Blue Fan | Rooftop Bldg 200 |
| 200 | EF-17 | White Fan | Rooftop Bldg 200 |
| 200 | EF-200 | | Top roof, above penthouse, Bldg 200 |
| 200 | Unknown No. | Serves ER 10 | 1st Floor Rooftop, Bldg 200-D |
| 200 | Unknown No. | Serves ER Bath | 1st Floor Rooftop, Bldg 200-D |
| 200 | Unknown No. | Mushroom Fan | Rooftop Bldg 200 |
| 200 | Unknown No. | Mushroom Fan | Rooftop Bldg 200 |
| 200 | Unknown No. | Mushroom Fan | Rooftop Bldg 200 |
| 203 | EF-1 | | Rooftop Bldg 203-C |
| 203 | EF-2 | | Rooftop Bldg 203-C |
| 203 | EF-203-A | | Rooftop, above Penthouse, Bldg 203 |
| 203 | EF-7A | Carnes | Rooftop, above Penthouse, Bldg 203 |
| 203 | EF-7B | Carnes | Rooftop, above Penthouse, Bldg 203 |
| 203 | EF-ICU-A | | Rooftop, above ICU, Bldg 203 |
| 203 | EF-ICU-B | | Rooftop, above ICU, Bldg 203 |
| 203 | EF-R1 | | Rooftop Bldg 203-B |
| 203 | EF-R2 | | Rooftop Bldg 203-B |
| 203 | EF-R3 | | Rooftop Bldg 203-B |
| 203 | EF-R4 | | Rooftop Bldg 203-B |

2.5.2 Replacement belts shall be covered by this contract and shall be replaced with manufacturer approved belts only.

2.5.3 At the conclusion of each equipment service, the Contractor shall provide an electronic and a printed service report indicating the date of service, the model, serial number and location of equipment serviced, and the services performed, parts replaced, and confirmation of test completion.

A) All reports, workbooks, spreadsheets are the property on the VA and must be sent electronically, unlocked and editable. Any formulas and calculation are part of the reports, workbooks, spread sheets and must be included in first and final reports.

2.6 **New Equipment.** The COR shall notify the Contracting Officer prior to adding or deleting any equipment from the contract. Equipment may be added or deleted from the service contract as needed upon notification by the Contracting Officer. Additions or deletions must be documented in writing via contract modification.

3. **Qualification**

3.1 Contractor shall have been engaged in maintaining/servicing/testing the equipment listed in paragraph 2.5.1 for a minimum of one year (1year).

3.2 Contractor shall have a field service representative who has received maintenance training specific to the models listed in paragraph 2.1.5.

3.3 Contractor shall provide, upon request, evidence of appropriate training of any field service technician.

4. **Quality Assurance**

4.1 For the tasks listed in the Performance Requirement Table (PRT) below, the COR will follow the methods of surveillance specified in this contract.

4.2 When a required service in the PRT indicates defective performance, the COR will require the contract manager or representative at the site to document the observation and forward to the Contracting Officer to maintain in the file. The documentation of the observation does not necessarily constitute concurrence with the observation, only acknowledgment that he or she has been made aware of the defective performance. Government surveillance of tasks not listed in the PRT or by methods other than those listed in the PRT (such as provided for by the Inspection of Services clause) may occur during the performance period of this contract. Such surveillance will be done according to standard inspection procedures or other contract provisions. Any action taken by the contracting officer as a result of surveillance will be in accordance with the terms of this contract.

4.3 The contractor and COR will be meet quarterly to review reports and discuss any issues.

4.3.1 **Performance Requirements****Table 4: Performance Requirements, 4.3.1**

| Required Service | Standard | Performance Requirement (PR) | Method of Surveillance | Factors to consider for Option Year Renewal |
|---|--|---|--|--|
| Contractor shall have ample supply of typical parts to repair fans | Contractor shall provide detailed reports. | Contractor shall have parts available to repair fans to prevent fans from being out of service for more than 5 work days. | COR Complaint if fans are out of service for more than 5 work days due to lack of parts available on hand by the Contractor. | Yes |
| Contractor shall provide detailed reports. | Reports are true and actuate | Contractor shall provide a report that is legible and complete including the repairs and confirmation of operation. | COR Complaint that Reports were not furnished. | Yes |
| Contractor Shall test and balance quarterly. | Provide quarterly Reports of Testing and Balancing | Shall be submitted by the 2 nd Tuesday of every quarter. Oct, Jan, April and July | COR to confirm delivery of each | Yes |
| Contractor Shall make any minor adjustments to ventilation to meet requirements | Reference VA HVAC Design guide | Set proper air flow and air exchange rates | COR Field Verify Random sampling | Yes |

VISN 21 90 CCA

Contractor Personnel Security Requirements

Reference:

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

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

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

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

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

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

3. Contractor Responsibilities

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

4. Low Risk Investigative Requirements

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

5. Government Responsibilities

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

Personnel Identity Verification (PIV) of Contractor Personnel

In accordance with FAR 52.204-9 and VA Directive 0735 – *Personal Identity Verification of Federal Employees and Contractors*, any contract person who requires routine physical access to a Federally-controlled facility and/or routine access to a Federally-controlled information system will be required to verify their identity prior to providing services under the contract. Prior to providing services under the contract, each contract person will be asked to provide two (2) forms of identification from the Accepted

Identification Documentation List to the appropriate VA representative in order to obtain a proper VA-issued identification card. See the Accepted Identification Documentation List provided below. The COR, or designee, will be responsible for sponsoring each contract person that requires a VA-issued identification card.

PIV ID Proofing Criteria

The following criteria must be met by all VA employees, contractors, and affiliates prior to being issued a PIV card or Temporary Identity Badge.

Table of Accepted Identification (From Form I-9)

Last Update: January 7, 2008

| Picture ID From Federal or State Government | Non-Picture ID or Acceptable Picture ID not issued by Federal or State Government |
|---|---|
| <ul style="list-style-type: none"> • State-Issued Drivers License • State DMV-Issued ID Card • U.S. Passport • Military ID Card • Military Dependent's card • US Coast Guard Merchant Mariner card • Foreign Passport with appropriate stamps • Permanent Resident Card or Alien Registration Card with a photograph (INS Form I-151 or I-551) • ID Card issued by federal or state government agencies provided it includes a photograph. | <ul style="list-style-type: none"> • Social Security Card • Certified Birth Certificate • State Voter Registration Card • Native American Tribal Document • Certificate of U.S. Citizenship (INS Form N-560 or N-561) • Certificate of Naturalization (INS Form N-550 or N-570) • Certification of Birth Abroad Issued by the Department of State (Form FS-545 or Form DS-1350) • Permanent or Temporary resident card. • ID Card issued by local government agencies provided it includes a photograph or includes the following information: name, date of birth, gender, height, eye color, and address • Non-photo ID Card issued by federal or state government agencies provided it includes the following information: name, date of birth, gender, height, eye color, and address • School ID with photograph • Canadian Drivers License • US Citizen ID Card (Form I-179) |

1. Two forms of identification are required from the above list of acceptable documents. Either of the following is accepted:

- a) Two forms of identification from the left column (Federal or State Government issued picture ID)
- b) One form of identification from the left column (Federal or State Government issued picture ID) and one form from the right column (Non-Picture ID or Acceptable Picture ID not issued by Federal or State Government).

2. The following rules apply for form identification:

- a) Any form of identification used for ID proofing may not be expired (except U.S. Passport).
- b) Department of Veterans Affairs site/facility badges are not accepted as a valid form of identification.
- c) VA PIV Cards are federally issued ID cards and can be used as a valid form of identification.
- d) Handwritten or photocopied documents are not accepted.
- e) An ID issued before a legal name change (e.g. birth certificate or driver's license) can be presented as one form of ID if a legal document (e.g. marriage certificate/license or a court order) is also presented linking the previous name to the current legal name. The linking document has to display both the former and current legal names. Both documents must be valid and not expired (except U.S. Passport). For example, a married woman may use both a certified copy of her birth certificate displaying her maiden name and a driver's license displaying her married name as the 2 forms of ID compliant with PIV Guidelines, as long as she provides a marriage license displaying both her maiden name and married name.
- f) The Applicant's name listed on the VA PIV Registration Portal, Request for One-VA Identification Card, must match the name on one of the IDs presented by the Applicant.
- g) The names on both forms of ID presented for ID proofing must match exactly. If one form of ID has a middle name or initial, the other form of ID must have a matching middle name or initial. One form can contain a middle name and the other can have a middle initial as long as the they match. ALL names must be accounted for on both forms of ID. Please see the acceptable and unacceptable ID proofing examples provided below.

ACCEPTABLE NAME VARIATIONS

ID # 1 – John Henry Smith; ID # 2 – John Henry Smith

ID # 1 – John H. Smith; ID # 2 – John H. Smith

ID # 1 – John Henry Smith; ID # 2 – John H. Smith

UNACCEPTABLE NAME VARIATIONS

ID # 1 – John Henry Smith; ID # 2 – John Smith

ID # 1 – John H. Smith; ID # 2 – John Smith

3. Access to and Safeguard of VA Information/Computer Systems

- a) VA may provide contract personnel with access to VISTA and general files maintained on VA computer systems. Sharing of these access codes or misuse of VA information/computer systems is a Federal crime. When contract personnel no longer provides services to VA, the Contractor shall immediately inform the COR to deactivate their access. The COR is responsible for deactivation.
- b) Computer access will require **VA Cyber Security Awareness Training** annually and acknowledge all agreements prior to access. (See attachment for security requirements). The COR is responsible for ensuring and documenting this requirement.
- c) Contract personnel with Computer access will take necessary precautions to safeguard information and prevent disclosures. If contract personnel suspect a compromise they will report such knowledge to the COR that same day.
- d) Remote access will require prior approval from Information Security Officer (ISO).
- e) The Contractor shall make its internal policies and practices regarding the safeguarding medical electronic information available to VA. Contractors are not authorized to employ a lesser requirement than what is established by this document.
- f) Any changes in the VA directives during the term of this contract, shall be deemed to be incorporated into this contract.

Invoicing: All invoices from the contractor shall be submitted electronically in accordance with VAAR Clause 852.232-72 Electronic Submission of Payment Requests.

VA's Electronic Invoice Presentation and Payment System – The FSC uses a third-party contractor, Tungsten, to transition vendors from paper to electronic invoice submission. Please go to this website: <http://www.tungsten-network.com/US/en/veterans-affairs/> to begin submitting electronic invoices, free of charge.

More information on the VA Financial Services Center is available at <http://www.fsc.va.gov/einvoice.asp>.

Vendor e-Invoice Set-Up Information:

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

- Tungsten e-Invoice Setup Information: 1-877-489-6135
- Tungsten e-Invoice email: VA.Registration@Tungsten-Network.com
- FSC e-Invoice Contact Information: 1-877-353-9791
- FSC e-invoice email: vafscshd@va.gov

SECTION C - CONTRACT CLAUSES

C.1 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 |
| 52.204-4 | PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER | MAY 2011 |
| 52.204-9 | PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL | JAN 2011 |
| 52.212-4 | CONTRACT TERMS AND CONDITIONS—COMMERCIAL ITEMS | MAY 2015 |
| 52.228-5 | INSURANCE—WORK ON A GOVERNMENT INSTALLATION | JAN 1997 |
| 52.204-18 | COMMERCIAL AND GOVERNMENT ENTITY CODE MAINTENANCE | JUL 2016 |
| 52.232-18 | AVAILABILITY OF FUNDS | APR 1984 |
| 52.232-40 | PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS | DEC 2013 |

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

- ☐ (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 (FEB 2016) (38 U.S.C. 4212).
- ☒ (32) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496).
- ☒ (33)(i) 52.222-50, Combating Trafficking in Persons (MAR 2015) (22 U.S.C. chapter 78 and E.O. 13627).
- ☐ (ii) Alternate I (MAR 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).
- ☒ (34) 52.222-54, Employment Eligibility Verification (OCT 2015). (E. O. 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)
- ☐ (35)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Items (May 2008) (42 U.S.C.6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

☐ (36) 52.223-11, Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (JUN 2016) (E.O. 13693).

☐ (37) 52.223-12, Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (JUN 2016) (E.O. 13693).

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

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

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

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

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

☐ (40) 52.223-15, Energy Efficiency in Energy-Consuming Products (DEC 2007)(42 U.S.C. 8259b).

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

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

☒ (42) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (AUG 2011)

☐ (43) 52.223-20, Aerosols (JUN 2016) (E.O. 13693).

☐ (44) 52.223-21, Foams (JUN 2016) (E.O. 13693).

☐ (45) 52.225-1, Buy American—Supplies (MAY 2014) (41 U.S.C. chapter 83).

☐ (46)(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.

☐ (47) 52.225-5, Trade Agreements (FEB 2016) (19 U.S.C. 2501, *et seq.*, 19 U.S.C. 3301 note).

☒ (48) 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).

☐ (49) 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).

☐ (50) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).

☐ (51) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).

☐ (52) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

☐ (53) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

☐ (54) 52.232-33, Payment by Electronic Funds Transfer—System for Award Management (Jul 2013) (31 U.S.C. 3332).

☒ (55) 52.232-34, Payment by Electronic Funds Transfer—Other than System for Award Management (Jul 2013) (31 U.S.C. 3332).

☐ (56) 52.232-36, Payment by Third Party (MAY 2014) (31 U.S.C. 3332).

☐ (57) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

☐ (58)(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).

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

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

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

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

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

☐ (9) 52.226-6, 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 (FEB 2016) (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).
- (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)

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 (6) months.

(End of Clause)

C.5 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 \$100,000.00 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.6 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.7 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.8 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.9 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)

SECTION D - CONTRACT DOCUMENTS, EXHIBITS, OR ATTACHMENTS

See attached document: Past Performance Survey.

See attached document: Wage Determination - San Francisco WD15-5637 Rev 3 30 Dec 2016.

SECTION E - SOLICITATION PROVISIONS E.1 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</u> <u>Number</u> | <u>Title</u> | <u>Date</u> |
|---|---|--------------------|
| 52.204-16 | COMMERCIAL AND GOVERNMENT ENTITY CODE REPORTING | JUL 2016 |
| 52.212-1 | INSTRUCTIONS TO OFFERORS—COMMERCIAL ITEMS | OCT 2015 |

E.2 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)

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:

(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 (SF1449).

(b) Period for acceptance of quotes: The Vendor agrees to hold the prices in its quote firm for **90** calendar days from the date specified for receipt of quotes, unless another time period is specified in an addendum to the solicitation.

(c) Submission of quotes – The vendor can select one of the methods to deliver quotes:

(1) **Electronic Submissions:** Vendors shall email their quotes to angela.gerlitzki@va.gov and must have the solicitation number indicated in the Subject line. Files must be readable using Microsoft Office 2007: Word. Files in Adobe* PDF Files – when scanning documents, scanner resolution should be set at least 150 dots per inch (dpi). Note that zip files are not acceptable.

NOTE: For purposes of computer and administrative efficiencies, it is required that each “Volume” is its own pdf document: Volume One –Technical , Volume Two - Past Performance, and Volume Three –Price . Email messages exceeding 5 MB may not be delivered.

(2) **Hand-carried or hand-delivered** should arrive at 3230 Peacekeeper Way, Bldg 209, ATTN: Angela Gerlitzki, at McClellan Park, CA 95652 no later than the date and time specified in Block 8, SF 1449.

(3) Follow the quote preparation instructions as given in the solicitation and prepare your response and supporting documents. Vendors must be registered in the SAM (Systems for Awards Management) and have a DUNS number. (Duns & Bradstreet) Include company’s TAX ID number on the cover sheet.

(4) Timeliness. Make note of the solicitation closing date and time listed on the first page of the solicitation.

(5) All questions regarding this solicitation shall be e-mailed to angela.gerlitzki@va.gov no later than January 13, 2017 @1400 PST. Verbal inquiries or questions will not be addressed or accepted.

(d) Instructions for Preparation and Submission of Quotes

Quote Format and Content - Vendors without the specific minimum content or not in the specified format may be judged unacceptable. The quote must have a title page identifying the vendor, the solicitation number and the contents as outlined below. To insure timely and equitable evaluation of quotes, vendors must follow the instructions contained herein. Quotes must be complete, self-sufficient and respond directly to the requirements and instructions of the solicitation.

(6) Evaluations will be conducted in accordance with the FAR Part 13. The VA anticipates the award of contract with a base period and four option years.

The VA will determine LPTA to the Government based on evaluation of price in Schedule B and non-price factors considered.

1. Volume One – Technical: This volume should not exceed **10** pages total (Samples and resumes do not count toward this limit). Pages exceeding the page limitations set forth in the section will not be read or evaluated, and will be removed from the quote. A page is defined as one face of an 8 ½” x 11” sheet of bond paper (not cardboard material) containing information and typing shall not be less than **11 font** size and with one (1) inch margins.

DO NOT BIND DOCUMENTS with Wirebinding or Twinbinding. USE WHITE COLOR PAPER.

2. Volume Two– Past Performance:

- a. This volume should not exceed 3 pages. List at least three, and not more than five, most **recent and relevant** references that are likely to respond to the past performance survey. Include in your references the following information: Name of the Company, address, current Point of Contact’s name, phone numbers and a valid email address.
- b. Send the Past Performance Survey to your references. Instruct them to forward the survey directly to angela.gerlitzki@va.gov by the due date and time. Instruct your references that this document must be signed and dated. An unsigned survey will be rejected. Have your references either email or faxed the signed survey to angela.gerlitzki@va.gov (FAX is 916-923-4554). On no circumstances are the completed surveys be submitted by the vendor.
- c. Before sending the survey to your references, highly recommend that the blanks on the front page are completed, which would be your company’s name, dates when services were provided to your references, etc.

3. Volume Three -Pricing and Administrative issues shall contain the following:

- a. **Standard Form (SF) 1449** items Block 17a (Vendors address and DUNS number), Block 19 (Vendors GSA Contract number and expiration date). Complete and Submit Section B Continuation of SF 1449 (Page 2). The contractor shall acknowledge all amendments to the solicitation that may be issued.
- b. **Price Delivery Schedule** shall be submitted fully completed and error free. It shall contain prices for the established Contract Line Item Numbers (CLINs) set forth in that section to include prices for the Period of Performance. In accordance with FAR 52.212-2(b), the Government will evaluate quotes for award purposes by adding the total price for the basic requirement. Deviations and/or use of other supplement pricing form will be deemed as deficient. No price/cost information should be included in the technical proposal document.
- c. **FAR 52.212-3** Offerors Representations and Certifications (Reps & Certs) - The vendor shall complete only paragraphs (b) of this provision if the vendor has completed the annual representations and certification electronically via the System for Award Management (SAM) Web site accessed through <http://www.acquisition.gov> . If the vendor has not completed the annual representations and certifications electronically, the vendor shall complete only paragraphs (c) through (r) of this provision.

E.3 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:

1. Factor #1 Technical Capability

- Sub-Factor 1 – Performance Plan
- Sub-Factor 2 - Quality Control Plan
- Sub-Factor 3 – Staffing

2. Factor #2 Past Performance

3. Factor #3 Price

Among the offerors that receive an acceptable rating of both technical capability and past performance, award will be made to the lowest priced offer.

(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.4 ADDENDUM TO 52.212-2 EVALUATION—COMMERCIAL ITEMS

(a) The Government will award a contract resulting from this solicitation to the responsible vendor whose quote conforms to the solicitation by evaluating the factors in paragraph (c) Evaluation Factors. The **Low Price Technical Acceptability (LPTA)** process will be used to award the contract.

Non-Price, Non-Revisional Exchanges:

The government may engage in exchanges with vendors in order to clear up or amplify certain aspects of a quotation. These exchanges include the ability to submit additional information to amplify assertions already included in the quotation. In addition, among other things, these exchanges include:

- The opportunity to address the relevance of a vendors past performance information
- The opportunity to address adverse past performance information to which the vendor has not previously had an opportunity to respond, and
- The opportunity to resolve minor or clerical errors

(b) Procedures: Vendors are to adhere to the instructions in Provision 52.212-1 Instructions to Offerors (addendum). Quotes and other information will be evaluated against the evaluation criteria stated in this provision.

(c) **Evaluation Factors** – Quotes will be evaluated based on the Low Price Technically Acceptability (LPTA) and will be assigned an Acceptable or Unacceptable rating for each factor. Vendors **need to receive an “Acceptable” on all the factors and sub-factors to receive a passing score.**

FACTOR 1 – Technical Capability

| Rating | Description |
|---------------|---|
| Acceptable | Quote clearly meets the minimum requirements of the solicitation. |
| Unacceptable | Quote does not clearly meet the minimum requirements of the solicitation. |

Vendors will be evaluated to the extent to which it provides the technical capability in the following sub-factors:

Sub-Factor 1 – Performance Plan:

1) Submit a performance plan that reflects an understanding of the scope of work and describe how that work will be accomplished. At a minimum you must address how are going to perform the following:

- Describe how your company ensures readings are true and accurate?
- When making adjustments to ventilation, describe how your company determines what adjustments need to be made?
- Describe how your company would resolve the issue of not being able to access a room at the time you are supposed to be performing testing?

Sub-Factor 2 - Quality Control Plan:

1) Describe how your Quality Control Plan (QCP) will meet the Statement of Work (SOW) requirements. The QCP should address staff training plans, ability to meet the workload, especially the scheduling changes, methodologies for identifying and correcting changes to staff level and training, ability to provide adequate supervision, and ability to have appropriate and qualified staff.

Sub-Factor 3 – Staffing

1) Include a list of staff that will work under this contract. Do not include a general list of current employees if they will not work under this contract. If you plan to hire employees upon award, include a detailed plan as to how many employees you will hire, their positions, and how you plan to hire the necessary staff in order to mobilize by the effective date of the contract.

FACTOR 2 – Past Performance

| Rating | Description |
|--------------|---|
| Acceptable | Based on the vendor's performance record, the Government has a reasonable expectation that the vendor will successfully perform the required effort, or the vendor's performance record is unknown. |
| Unacceptable | Based on the vendor's performance record, the Government has no reasonable expectation that the vendor will be able to successfully perform the required effort. |

The past performance evaluation assesses the level of expectation the Government has in the vendor's ability to meet the requirements of the solicitation, based on a demonstrated record of performance. Past performance will be rated as "acceptable" or "unacceptable" in accordance with the following definitions:

In the case of vendors without a record of relevant past performance or for whom information on past performance is not available or so sparse that no meaningful past performance rating can be reasonably assigned, the vendor may not be evaluated favorably or unfavorably on past performance. Therefore, the vendor shall be determined to have unknown past performance. In the context of acceptability/unacceptability, "unknown" shall be considered "acceptable."

In conducting the past performance evaluation, the Government reserves the right to use both the information provided by the vendor, and information obtained from other sources, such as the Past Performance Information Retrieval System (PPIRS) or similar systems and commercial sources.

Vendors shall forward the Past Performance Survey to a minimum of three and not more than five recent (within the past five years) and relevant references that are likely to respond to the VA's request for information regarding your company's past performance. Relevant means similar in scope, size, magnitude of effort and complexity to the subject requirement. The Technical Evaluation Team will evaluate past performance as either acceptable/unacceptable and may contact sources provided in the survey as necessary to clarify and/or validate the information provided by the vendor.

If a small business vendor receives an "Unacceptable" rating for past performance, the Contracting Officer must seek a Certificate of Competency from Small Business Administration (FAR 19.601) before making an award to that vendor.

SBA will be utilized if questions of capability to perform come into question.

FACTOR 3 – Price

The offeror's price proposal will be evaluated for award purposes by adding the total price for the base year and all option years. In evaluating the offeror's proposed price for this requirement, the Government determination includes whether:

- 1) Proposed price reflects a clear understanding of the requirements, and is consistent with the various elements of the offeror's quote.
- 2) Proposed price is reasonable in comparison with prices with the independent Government estimate.

Award will be made to the offeror that proposes the lowest price and is determined to be technically acceptable.

(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) Evaluation of Option to Extend Services under 52.217-8. For the purposes of the award of this Contract, the Government intends to evaluate the option to extend services, provided under FAR 52.217-8, as follows: The evaluation will consider the possibility that the option can be exercised at any time, and can be exercised in increments of one to six months, but for no more than a total of six months during the life of the contract. The evaluation will assume that the prices for any option exercised under FAR 52.217-8 will be at the same rates as those in effect under the contract. The evaluation will therefore assume that the addition of the price or prices of any possible extension or extensions under FAR 52.217-8 to the total price for the basic requirement and the total price for the priced options has the same effect on the total price of all proposals relative to each other, and will not affect the ranking of proposals based on price, unless, after reviewing the proposals, the Government determines that there is a basis for finding otherwise. This evaluation will not obligate the Government to exercise any option under FAR 52.217-8.

Award will be made to the vendor that proposes the lowest price and is determined to be technically acceptable.

(END OF PROVISION)

E.5 52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS—COMMERCIAL ITEMS (JUL 2016)

The Offeror shall complete only paragraph (b) of this provision if the Offeror has completed the annual representations and certification electronically via the System for Award Management (SAM) Website located at <https://www.sam.gov/portal>. If the Offeror has not completed the annual representations and certifications electronically, the Offeror shall complete only paragraphs (c) through (r) 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.

“Predecessor” means an entity that is replaced by a successor and includes any predecessors of the predecessor.

“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.

“Successor” means an entity that has replaced a predecessor by acquiring the assets and carrying out the affairs of the predecessor under a new name (often through acquisition or merger). The term “successor” does not include new offices/divisions of the same company or a company that only changes its name. The extent of the responsibility of the successor for the liabilities of the predecessor may vary, depending on State law and specific circumstances.

“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 |
|---------------|-------------------|
|---------------|-------------------|

| | |
|--|--|
| | |
| | |
| | |

[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 |
|---------------|-------------------|
|---------------|-------------------|

| | |
|--|--|
| | |
| | |

 [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)

(q) *Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law.*

(1) As required by sections 744 and 745 of Division E of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235), and similar provisions, if contained in subsequent appropriations acts, The Government will not enter into a contract with any corporation that—

(i) Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless an agency has considered suspension or debarment of the corporation and made a determination that suspension or debarment is not necessary to protect the interests of the Government; or

(ii) Was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless an agency has considered suspension or debarment of the corporation and made a determination that this action is not necessary to protect the interests of the Government.

(2) The Offeror represents that—

(i) It is ☐ is not ☐ a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and

(ii) It is ☐ is not ☐ a corporation that was convicted of a felony criminal violation under a Federal law within the preceding 24 months.

(r) *Predecessor of Offeror.* (Applies in all solicitations that include the provision at 52.204-16, Commercial and Government Entity Code Reporting.)

(1) The Offeror represents that it ☐ is or ☐ is not a successor to a predecessor that held a Federal contract or grant within the last three years.

(2) If the Offeror has indicated “is” in paragraph (r)(1) of this provision, enter the following information for all predecessors that held a Federal contract or grant within the last three years (if more than one predecessor, list in reverse chronological order):

Predecessor CAGE code: ____ (or mark “Unknown”).

Predecessor legal name: ____.

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

(End of Provision)

| <u>FAR</u> <u>Number</u> | <u>Title</u> | <u>Date</u> |
|---|-----------------------|--------------------|
| 52.217-5 | EVALUATION OF OPTIONS | JUL 1990 |

E.6 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:

Denard M Fobbs Jr.

Denard.Fobbs@va.gov

Hand-Carried Address:

Department of Veterans Affairs

Network Contracting Office 21

ATTN: Denard M Fobbs Jr.

3230 Peacekeeper Way, Bldg 209

McClellan CA 95652

Mailing Address:

Department of Veterans Affairs

Network Contracting Office 21

ATTN: Denard M Fobbs Jr.

5342 Dudley Blvd., Bldg 98

McClellan CA 95652

(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.7 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.8 52.237-1 SITE VISIT (APR 1984)

Offerors or quoters are urged and expected to inspect the site where services are to be performed and to satisfy themselves regarding all general and local conditions that may affect the cost of contract performance, to the extent that the information is reasonably obtainable. In no event shall failure to inspect the site constitute grounds for a claim after contract award.

Site visit is not mandatory but is highly recommended. Only one site visit will be given.

Site visit will be held on **Thursday, January 12, 2017 beginning at 10:00AM** at San Francisco VA Medical Center, 4150 Clement Street, San Francisco- Building 6, Engineering. The Point of Contact is Bill Smart and his contact information is 415-221-4810 ext. 26447. **Please RSVP to William.Smart@va.gov if you plan on attending the site visit.**

The purpose of the site visit is to afford offerors the opportunity to view the site and ask technical questions. Please note the solicitation documents take precedence over any conflicts between the answers given at the site visit and the solicitation document, therefore, any official clarifications or questions must come from the Contracting Officer only. Please submit any clarifications or questions to Angela.Gerlitzki@va.gov no later than Friday, January 13, 2017 at 1400 PST.

(End of Provision)

E.9 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.10 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)

E.11 VAAR 852.270-1 REPRESENTATIVES OF CONTRACTING OFFICERS (JAN 2008)

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

(End of Provision)

E.12 VAAR 852.271-70 NONDISCRIMINATION IN SERVICES PROVIDED TO BENEFICIARIES (JAN 2008)

The contractor agrees to provide all services specified in this contract for any person determined eligible by the Department of Veterans Affairs, regardless of the race, color, religion, sex, or national origin of the person for whom such services are ordered. The contractor further warrants that he/she will not resort to subcontracting as a means of circumventing this provision.

(End of Provision)

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)