

Table of Contents

SECTION A.....	1
A.1 SF 1449 SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS.....	1
SECTION B - CONTINUATION OF SF 1449 BLOCKS	3
B.1 CONTRACT ADMINISTRATION DATA.....	3
B.2 LIMITATIONS ON SUBCONTRACTING-- MONITORING AND COMPLIANCE (JUN 2011)	4
B.3 PRICE/COST SCHEDULE	5
ITEM INFORMATION	5
B.4 STATEMENT OF WORK.....	7
STATEMENT OF WORK.....	7
SECTION C - CONTRACT CLAUSES	23
C.1 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998).....	23
C.2 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999).....	23
C.3 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000).....	24
C.4 SUPPLEMENTAL INSURANCE REQUIREMENTS	24
C.5 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS—COMMERCIAL ITEMS (JAN 2017)	24
C.6 VAAR 852.237-70 CONTRACTOR RESPONSIBILITIES (APR 1984).....	32
SECTION D - CONTRACT DOCUMENTS, EXHIBITS, OR ATTACHMENTS	33
SECTION E - SOLICITATION PROVISIONS	34
E.1 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)	34
E.2 52.212-1 INSTRUCTIONS TO OFFERORS—COMMERCIAL ITEMS (JAN 2017).....	34
E.3 52.212-2 EVALUATION—COMMERCIAL ITEMS (OCT 2014)	40
E.4 52.216-1 TYPE OF CONTRACT (APR 1984).....	42
E.5 52.233-2 SERVICE OF PROTEST (SEP 2006)	42

SECTION B - CONTINUATION OF SF 1449 BLOCKS

B.1 CONTRACT ADMINISTRATION DATA

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

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

a. CONTRACTOR:

b. GOVERNMENT: Contracting Officer 36C261 Parvinder Brar

Department of Veterans Affairs

VA Sierra Pacific Network (VISN 21)

VA Northern California HealthCare System

5342 Dudley Blvd, Bldg 209

McClellan CA 95652-2609

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 ☐

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

Department of Veterans Affairs

FMS VA-9(101) Financial Services Center

PO Box 149971

Austin TX 78714-9971

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

AMENDMENT NO	DATE

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

This solicitation includes 852.219-10 Service Disabled Veteran Owned Small Business Set-Aside. Accordingly, any contract resulting from this solicitation will include this clause. The contractor is advised in performing contract administration functions, the CO may use the services of a support contractor(s) retained by VA to assist in assessing the contractor's compliance with the limitations on subcontracting or percentage of work performance requirements specified in the clause. To that end, the support contractor(s) may require access to contractor's offices where the contractor's business records or other proprietary data are retained and to review such business records regarding the contractor's compliance with this requirement. All support contractors conducting this review on behalf of VA will be required to sign an "Information Protection and Non-Disclosure and Disclosure of Conflicts of Interest Agreement" to ensure the contractor's business records or other proprietary data reviewed or obtained in the course of assisting the CO in assessing the contractor for compliance are protected to ensure information or data is not improperly disclosed or other impropriety occurs. Furthermore, if VA determines any services the support contractor(s) will perform in assessing compliance are advisory and assistance services as defined in FAR 2.101, Definitions, the support contractor(s) must also enter into an agreement with the contractor to protect proprietary information as required by FAR 9.505-4, obtaining access to proprietary information, paragraph (b). The contractor is required to cooperate fully and make available any records as may be required to enable the CO to assess the contractor's compliance with the limitations on subcontracting or percentage of work performance requirement.

B.3 PRICE/COST SCHEDULE

ITEM INFORMATION

ITEM NUMBER	DESCRIPTION OF SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	Contractor shall provide all supervision, labor, tools, equipment, materials, and transportation, required to provide semi-annual window washing services in accordance with the Statement of Work. Contract Period: Base POP Begin: 12-04-2017 POP End: 12-03-2018	2.00	JB		
1001	Contractor shall provide all supervision, labor, tools, equipment, materials, and transportation, required to provide semi-annual window washing services in accordance with the Statement of Work. Contract Period: Option 1 POP Begin: 12-04-2018 POP End: 12-03-2019	2.00	JB		
2001	Contractor shall provide all supervision, labor, tools, equipment, materials, and transportation, required to provide semi-annual window washing services in accordance with the Statement of Work. Contract Period: Option 2 POP Begin: 12-04-2019 POP End: 12-03-2020	2.00	JB		

ITEM NUMBER	DESCRIPTION OF SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3001	Contractor shall provide all supervision, labor, tools, equipment, materials, and transportation, required to provide semi-annual window washing services in accordance with the Statement of Work. Contract Period: Option 3 POP Begin: 12-04-2020 POP End: 12-03-2021	2.00	JB		
4001	Contractor shall provide all supervision, labor, tools, equipment, materials, and transportation, required to provide semi-annual window washing services in accordance with the Statement of Work. Contract Period: Option 4 POP Begin: 12-04-2021 POP End: 12-03-2022	2.00	JB		
				GRAND TOTAL	

NOTE: Contractors shall follow the instructions on pages 34 – 42, FAR Provisions 52.212-1 and 52.212-2, including their addendums for quote submissions to include technical, safety, and past performance information. Your quote submission may not be considered for award if you fail to follow the submission instructions.

B.4 Statement of Work

STATEMENT OF WORK

Window Cleaning – VA Southern Nevada Health Care System (VASNHCS)

1.0 Description.

1.1 The Contractor shall furnish all necessary and appropriate labor, supervision, materials, equipment (including safety equipment) and supplies to provide semiannual (twice per year) window cleaning for the VA Southern Nevada Healthcare System (VASNHS.)

1.2 The Contractor shall furnish all necessary and appropriate labor, supervision, materials, equipment (including safety equipment), and supplies to perform interior and exterior cleaning services for the VA Southern Nevada Healthcare System (VASNHS), and the participating facilities within the catchment areas:

1.2.1 VA Southern Nevada Healthcare System (VASNHS), 6900 N. Pecos Rd, North Las Vegas, NV 89086

Building 1 (Main Medical Center): five 6 story building with 49,059 square feet of windows. Includes several atriums two of these atriums on the west side have beam detector fire alarms surrounded by glass. Before cleaning contact COR to disengage alarm. There is a repelling system in place, on the roof to reach upper floor exterior windows.

Building 2 Energy Plant: Two story building with 161,346 square feet of windows.

Building 3 Generator Building: Single story building with 13,776 square feet of windows.

Building 5 Community Living Center: Two story building with 2,030,430 square feet of windows. Including interior atrium and lift may be needed to reach some areas.

Building 6 Education Building: Two story building with 13,749 square feet of windows.

Building 7 Administration Building: six story building with 12,800 square feet of windows

Building 8 Fisher House Building: two story building with 800 square feet of windows.

Note: Square footage is as accurate as possible but it is possible a few windows may have been missed in the Government's calculations.

1.2.2 VA Southeast Primary Care Clinic, 1020 S. Boulder Highway, Henderson, NV 89015
VA Southwest Primary Care Clinic, 7235 South Buffalo Drive, Las Vegas, NV 89113

Southeast and Southwest Primary Care clinics (interior): These buildings have identical floor plans. Interior windows in main atrium and entrance ways only with 3,191 square feet of windows each (6,381 total). ***Will require a lift to reach all windows.**

1.2.3 VA Southern Nevada Healthcare System (VASNHS) reserves the right to add additional by modification as new structures are added. See Appendix 2 for current list of window requirements.

Note: Square footage is as accurate as possible but it is possible a few windows may have been missed in the Government's calculations.

2.0 Performance Requirements.

2.1 The cleaning shall take no more than 30 days to complete all requirements.

2.2 All cleaning tasks shall be accomplished to meet the standards listed below:

2.2.1 Clean glazed surface, windows, frames, sills, sashes, Ledges and insect screens. Contractor shall remove of all residual tar, gum, and paint, water proofing compounds, dirt and soil of other substances, which may be found. Screens and safety bars shall be removed for cleaning, replaced and securely fastened. All glass shall be streak and water stain free.

2.2.2 Removal of material and equipment. All Contractor material and equipment shall be removed from the facility or stored and secured properly at the end of the workday. Remove all empty containers, boxes, etc. from Government property.

2.2.3 Safe preparation and use of materials and equipment. Materials shall be prepared according to manufacturer's recommendations. Contractor shall use equipment for the purpose it was intended for and in accordance with all OSHA regulations and safety standards. Contractor will furnish Material Safety Data Sheets (MSDS) on all chemicals to the COTR prior to commencement of work.

2.2.4 Warning Signs and protective barriers. Contractor shall place signs designating work areas to warn others of work in progress, as well as to protect persons, property, equipment, etc.

2.2.5 Contractor shall coordinate work to prevent conflicts with the treatment of patients and the functioning of the facility. If needed, no medical apparatus shall be moved without approval.

2.2.6 A proposed work schedule shall be submitted to the technical representative for coordination within fifteen (15) calendar days after notice of contract award. In addition, the Contractor shall submit a daily schedule to the representative of the areas to be serviced in advance for each workday, and the Window Cleaning Plan (See Appendix 1) of service prior to the start of semi-annual cleaning.

2.2.7 The Contractor is responsible for complying with all appropriate regulations and guidelines of the JCAHO, OSHA, and any other pertinent federal, state, and local references.

2.2.8 All tasks accomplished by the Contractor personnel shall be performed to preclude damage or defacement of government-owned furnishings, fixtures, equipment and facilities. The Contractor shall report any damage observed or caused by the Contractor personnel to the technical representative. The Contractor shall be responsible for repair or replacement of government-owned items or facilities to previous condition, if determined to be at fault by the Contacting Officer.

3.0 Supplies, Equipment and Tools.

3.1 Contractor shall furnish all cleaning materials, equipment, and supplies necessary to perform the cleaning services of this contract, except for those noted within this SOW. All cleaning materials and supplies shall be provided in their original containers with Material Safety Data Sheets (MSDS) immediately accessible to the user(s).

3.1.1 The Contractor shall provide environmentally preferable products (soap, chemical, etc.) and is required to provide a MSDS for all potentially hazardous agents used within the facility to ensure the safety of the occupants and employees.

3.2 All equipment shall have bumpers and guards to prevent marking, scratching or marring of furniture, fixtures or building surfaces.

3.3 All Contractor electrical equipment shall be Underwriter's Laboratory (UL) listed and maintained in a safe condition for the operator and bystanders. All equipment must operate using existing building circuits. Contractor shall not operate electrical equipment or combinations of electrical equipment, which require power exceeding the capacity of the site.

3.4 The contractor may utilize the Davit, Fixed Roof Rigid, power platform system that is permanently installed on the building. The Government shall follow OSHA 1910.66 and provide required information to the contractor at the pre-performance conference and on a required basis after that.

4.0 Quality Control/Assurance.

4.1 The Contractor shall have a Quality Control (QC) Program to assure the services of this contract are provided as specified. The Contractor's QC Program shall include, but not be limited to an inspection system that will inspect each building after completion covering all services provided and a method of correcting deficiencies in the quality of services before the level of performance becomes unacceptable.

4.2 Work not meeting the contract's requirements shall be re-performed by the Contractor at no additional expense to the Government.

5.0 Safety Plan/Training

5.1 Contractor shall be responsible for providing a safety plan that shall be submitted to the Government Safety Officer for concurrence prior to the pre-performance meeting.

6.0 Contractor Personnel:

6.1 The parties agree that the Contractor Personnel working under this contract shall not be considered VA employees for any purpose and shall be considered employees of the Contractor.

6.1.1 It is incumbent upon the Contractor to furnish the management expertise to accomplish not only the specific tasks specified within, but also an acceptable environmental appearance, that reflects accomplishment of a total program. Work shall be performed by bonded; experienced staff with experience in working with, and around fully occupied office spaces. All contractor personnel assigned to the performance of this contract shall wear a contractor provided uniform that clearly identifies the individual as a contractor.

6.1.2 The Contractor shall ensure that the crew assigned shall be cognizant of sexual harassment, drug-free workplace and other appropriate federal employment requirements.

6.2 Contract Manager:

- Contractor shall designate, in writing, the name and telephone contact information for a Contract Manager (CM), who shall be responsible to ensure all services required under this Contract are performed as specified.
- The CM must be able to understand, speak, read and write English.
- The CM shall have full authority to act on behalf of Contractor for all contract matters to include, but not limited to administrative, financial, and safety issues.
- The CM shall meet with the COTR before initial performance to identify and discuss any identifiable problem areas that may arise during the performance of this contract.

6.3 Contractor Personnel:

- Contractor shall provide fully trained and knowledgeable staff, which is either American Citizens or legally documented aliens competent and physically able to accomplish the requirements of this contract.
- At least one (1) fluent English-speaking Contractor employee must be on-site during scheduled hours of work.

- Contractor shall assume full responsibility for the protection of its personnel furnishing services under this contract, such as providing Worker's Compensation, professional liability insurance, health examination(s) and Social Security payments.
- Contractor personnel shall be subject to all Federal rules and regulations relative to entering and leaving the building.
- Contractor personnel shall be recognizable as contracted employees. The Contractor shall provide identification (I.D.) badges to its employee(s). The Contractor's personnel may wear distinctive clothing bearing the Company's name/logo, or this requirement. Contractor personnel while on Federal property must wear Shirt/Badges. I.D. Badges, if used, must have the Company name/logo, employee's picture and employee's name.
- Contractor personnel shall not wear sandals, flip-flop style footwear, or open toed shoes.
- Smoking is not permitted within or around the VA Healthcare System facilities, except in designated areas.
- Government telephones shall not be used for personal reasons.
- Contractor personnel shall not disturb paper on desks, open desk drawers or cabinets, and they are not authorized to use Government telephones and equipment. Validated violations, as determined by the COTR, shall result in removal of the offending employee from performance of services under this Contract.
- Contractor shall be responsible to ensure all employees performing work under this contract are trained in the following areas:
 - Commercially acceptable practices.
 - Material Safety Data Sheets (MSDS).
 - Occupational Health and Safety Act (OSHA) Regulations.
 - Care and maintenance of Contractor equipment.
 - Familiarization with fire prevention and safety procedures.
 - Utilities conservation.
 - Familiarization with applicable VA policies/regulations and their effect on the contracted services.

6.4 Lost and Found Property.

6.4.1 Contractor shall ensure that any article of possible personal or monetary value found by Contractor's employees is turned into Security Police.

6.5 Authorized Service.

6.5.1 Only those services specified herein are authorized under this contract. Before performing any services of a non-contract nature, the CO must be advised of the reason(s) for additional work, and if

appropriate issue an amendment to the contract or a separate purchasing authorization. The contractor is cautioned that only the CO may authorize additional services, and that reimbursement shall not be made unless prior authorization is obtained from the CO.

7.0 HAZMAT.

7.1 VASNHCs (HAZMAT personnel) may inventory all chemicals that the Contractor brings on to, or any, property under the control of VASNHS. Any products that meet the criteria of "Hazardous Waste" must be tracked until permanently removed from government property. The inventory will be performed prior to commencement of work. Criteria for identifying hazardous waste, is contained in Subpart C of 40 CFR, Part 261.

7.2 Spill Response: The Contractor will be briefed on VASNHS spill response procedures at the pre-performance conference. The Contractor is responsible to report and promptly cleanup all spills in a manner consistent with current environmental regulations, in the event that it is necessary to utilize government material, equipment or personnel to clean up a Contractor caused spill, the Contractor shall be required to reimburse the government for all associated costs.

7.3 Hazardous Material Handling. The Contractor shall have approval from the GEMS and Industrial Hygiene sections prior to purchasing, handling, using, and storing any chemicals, solvents, lubricants, and other products that require MSDSs. The Contractor shall provide one copy of the MSDSs for each item to HAZMAT section for review prior to any chemicals being brought onto VASNHS. The Contractor shall maintain one copy of the MSDSs for each hazardous material line item used within the work center.

7.3.1 The Contractor shall not use products that are or contain Toxic 17 chemicals, Extremely Hazardous Substances (EHS), Ozone Depleting Substances (ODS), and/or Persistent Bio-accumulative and Toxic (PBT) chemicals. Any HM containing one of these banned substances will not be allowed.

7.3.2 Contractor shall be responsible for proper disposal of hazardous waste or materials.

8.0 Work Hours.

8.1 Normal Work Hours: VASNHS hours of operation are 0700-1600 hrs. The Contractor may find it necessary to deviate from the normal base hours of operation, to ensure timely completion of work under this PWS at no additional cost to the government. The service schedule will be developed between the contractor and Contractor's Representative (COR) prior to any service being performed.

8.2 Holidays: If these holidays fall on Saturday, the preceding Friday will be observed. If these holidays fall on Sunday, the following Monday will be observed. If a holiday falls on a scheduled service day, the Contractor will be responsible for rescheduling services for the first day post the holiday observance.

New Year's Day - 1 January

Martin Luther King Day - 3rd Monday in January

Washington's Birthday - 3rd Monday in February
Memorial Day - last Monday in May
Independence Day - 4 July
Labor Day - 1st Monday in September
Columbus Day - 2nd Monday in October
Veteran's Day - 11 November
Thanksgiving Day - 4th Thursday in November
Christmas Day - 25 December

8.3 VASNHS Closures. Work scheduled but not accomplished because of closure due to weather or unforeseen emergencies, shall be accomplished as soon as possible after reopening the base.

8.4 Contractor shall report to Environmental Management Service Building 1, on scheduled days for any instructions for location of infestation, as called in by wards, clinics, etc. They will submit a written report of all activities following each visit, with the signature of the COR or designee responsible.

9.0 Interference to Normal Function.

9.1 Contractor may be required to interrupt their work at anytime so as not to interfere with the normal functioning of the facility, including utility services, fire protection systems, and passage of facility patients, personnel, equipment and carts.

9.2 In the event of an emergency, contractor services may be stopped and rescheduled at no additional cost to the government.

9.3 Contractor personnel shall inform the COR or the designee of the need to gain access to secured areas. If access is required to secure areas, prearranged scheduling will be made with COR or designee. In addition, certain areas will have to be completed during non-business hours such as Canteen, Nutrition and Food Service, and Operating Rooms, etc.

9.4 Fumigation treatments may require separate scheduling as approved by COR for the convenience of the facility.

10.0 Periodic Progress Meetings.

10.1 The Contracting Officer, COR, other Government personnel as appropriate, and the Contractor shall periodically meet to discuss the Contractor's performance. The following issues shall be discussed, opportunities to improve the contract, any modifications required of the contract, unsatisfactory inspections and trends against each performance objective observed, positive performance and steps taken by the Contractor to prevent unsatisfactory occurrences in the future. The Contractor shall provide a summation of unsatisfactory inspections and customer complaints and provide insight into any identified trends.

10.2 The minutes of these meetings will be reduced to writing, signed by the Contracting Officer and any other signatures as deemed appropriate, distributed to the COR and the contractor. Should the

contractor not concur with the minutes, the contractor will provide a written notification to the Contracting Office identifying areas of non-concurrence for resolution.

10.3 These meetings will be scheduled on the basis of need as determined by the Government.

11.0 Government Furnished Property and Services: None

11.1 Government Furnished Utilities. The Government will furnish electricity, water and sewage service as necessary for accomplishment of work in accordance with this contract.

11.2 Utility Conservation. The Contractor shall adhere to all base level utility conservation practices or requirements. The Contractor shall be responsible for operating under conditions that prevent waste of utilities.

11.3 Security, Fire and Medical Services. The Government will provide police and fire protection. In the event of a medical emergency local 911 service should be contacted.

11.4 Refuse Collection and Disposal. The Contractor shall provide his/her own refuse containers to dispose of trash or refuse generated from accomplishment of services detailed in this PWS. All trash and refuse generated will be removed at the end of each business day. The contractor shall adhere to all VASNHS recycling programs and dispose of recyclable materials in VASNHS designated bins.

12.0 General Information.

12.1 Traffic Laws. The Contractor and its employees shall comply with federal, local and VASNHS traffic regulations.

12.2 Weapons, Firearms, and Ammunition. Contractor employees are prohibited from possessing weapons, firearms, or ammunition, on themselves or within their Contractor-owned or privately owned vehicle while on VASNHS.

12.3 Physical Security. The Contractor shall be responsible for safeguarding all government property and controlled forms provided for Contractor use. At the end of each work period, all government facilities, equipment, and materials shall be secured.

12.4 Parking Policy. It is the responsibility of Contractor personnel to park only in designated parking areas. Parking information is available from the VA Police. The VA will not validate or make reimbursement for parking violations of the Contractor's personnel under any circumstances.

12.5 Smoking Policy. Smoking is permitted only in designated areas on VA grounds and is strictly prohibited within VA buildings.

12.6 Cellular Phones. Cellular phones shall be turned off prior to entering the VA facility and are prohibited for use inside the building. A hands-free device shall be utilized while driving and texting while driving is strictly prohibited.

13.0 Personnel.

13.1 The Contractor shall be responsible for the administration and management of all aspects of this contract. This includes responsibility for all Contractor employees, subcontracts, agents, and anyone acting for or on behalf of the Contractor.

13.2 The government is authorized to restrict the employment under the contract of any Contractor employee or prospective Contractor employee, who is identified as a potential threat to the health, safety, security, general well being, or operational mission of the installation and its population.

13.3 Contractor personnel shall present a neat appearance. Contractor personnel shall be easily recognizable while on the installation in conjunction with this contract. This shall be accomplished through the wear of distinctive clothing, overcoats, rain gear, or hats, bearing the company name or logo. The coloring or design of the items selected should be such that identifies personnel easily and quickly for reasons of safety and personal protection.

13.4 Contractor's personnel are required to read, write, speak, and understand the English language, unless otherwise specified in this contract or agreed to by the Government.

13.5 All Contractor personnel are required to wear identification (I.D.) badges during the entire time they are on the VA grounds. I.D. badges shall have an identification picture, and shall state the name of the individual and the company they represent. The VA will issue an ID badge upon the completed fingerprinting process.

13.6 The parties agree that the Contractor's personnel working as a result of this contract shall not be considered VA employees for any purpose and shall be considered employees of the Contractor. The Contractor shall be responsible for providing:

- a. Workers Compensation.
- b. Professional liability insurance.
- c. Health examinations.
- d. Income tax withholding, and,
- e. Social Security payments.

13.7 Contractor Point of Contact. The Contractor shall designate one (1) employee as the Point of Contact (POC) responsible for administrative matters in the performance of services under this contract. The POC shall have full authority to act for the Contractor on all matters relating to the daily performance of this contract. An alternate may be designated, but the Contractor shall notify the Contracting Officer and COR in writing those times when the alternate shall act as the POC.

13.7.1 The Contractor shall provide the name and telephone number of the person designated as Point of Contact and Alternate on the space below:

Point of Contact, Name:

Telephone Number:

Alternate Point of Contact, Name:

Telephone Number:

13.7.2 The POC shall be available by telephone Monday through Friday, between 8:00 a.m. and 5:00 p.m. excluding national holidays.

13.8 Contract Manager. The Contractor shall establish and maintain an office through which the Government technical representative or alternate(s) can be contacted during work hours. The contract manager or alternate shall be available during normal duty hours to meet on site within 2 hours with the government personnel designated by the Contracting Officer to discuss problem areas. The Contractor shall provide the Government technical representative telephone number(s) where surveillance results and complaints can be reported. The Contractor shall also provide to the Government technical representative the names and phone/pager numbers of Contractor POCs for after business hours including nights, weekends, and holidays. This information will be kept updated by the Contractor whenever personnel changes occur. The contract manager or alternate shall have full authority to act for the Contractor on all contract matters relating to the daily operation of this contract.

13.8.1 The contract manager may be a lead, supervisor or project manager and must possess at least three (3) years of experience overseeing a project of the same magnitude and scope as this requirement.

14.0 Contractor Personnel Badges and Parking.

14.1 The contractor shall provide the Government technical representative with a list of contractor employees expected to enter the buildings. While on VA premises, all contractor personnel shall comply with the rules, regulations, and procedures governing the conduct of personnel and the operation of the facility.

14.2 An access badge will be given to the contractor's employee upon entrance into VA buildings. The contractor employee must safeguard the access badge and immediately report any lost, stolen, or destroyed badges to the Government technical representative. All contract personnel must properly display their access badges. Access badges must be worn at or above the waist (facing forward.). The contractor's employees must return the access badge(s) to the COR or designee at the end of each service.

14.3 The contractor shall be required to comply with all security policies/requirements of VASNHS. All security policies/requirements must be met and employees cleared prior to the contractor performing work under this contract. Employees that cannot meet the security and clearance requirements shall not be allowed to perform work under this contract.

15.0 Key Control.

15.1 If keys are issued to the contractor, the contractor shall establish and implement methods of making sure all keys/combinations are not lost or misplaced and are not used by unauthorized persons. The Contractor shall not duplicate any keys issued by the government. The Contractor shall immediately report to the COR or Contracting Officer any occurrences of lost or duplicated keys.

15.2 In the event keys, other than master keys, are lost or duplicated, the Contractor may be required, upon written direction of the Contracting Officer, to re-key or replace the affected lock or locks without cost to the government. The government may, however, at its option, replace the affected lock or locks or perform re-keying and deduct the cost of such from the monthly payment due the Contractor.

15.3 In the event a master key is lost or duplicated, the government shall replace all locks and keys for that system, and the total cost will be deducted from the monthly payment due the Contractor.

16.0 Safety and Fire Prevention.

16.1 In the performance of this contract, the Contractor shall take such safety precautions as necessary to protect the lives and health of the occupants of the building. Fire and safety deficiencies, which exist and are part of the responsibility of the Contractor, shall be immediately corrected. If the Contractor fails or refuses to correct deficiencies promptly, the Contracting Officer may issue an order stopping all, or any part, of the work.

16.2 The Contractor shall comply with applicable Federal, State, and VA safety and fire regulations and codes, which are in effect during the performance period of the contract.

16.3 The Contractor personnel shall follow applicable facility policies concerning fire/disaster programs. A copy of this may be obtained from the COR.

17.0 Liability.

17.1 (a) Workers Compensation and Employer's Liability: The Contractor is required to comply with applicable Federal and State worker's 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 \$1,000,000 shall be required.

17.2 (b) General Liability: (1) The Contractor is required to maintain bodily injury liability insurance coverage written on the comprehensive form of policy of at least \$500,000 per occurrence. (2) The Contractor shall be responsible for all damage to property, which may be caused by him, or any employee engaged in the performance of this contract.

17.3 (c) Automobile Liability: The Contractor is required to maintain automobile liability insurance written on the comprehensive form of policy. The policy shall provide for bodily injury and property damage liability covering the operation of all automobiles used in connection with performing the contract. Policies covering automobiles operated in the U.S. shall provide coverage of at least \$200,000 per person and \$500,000 per occurrence for bodily injury and \$20,000 per occurrence for property damage. The amount of liability coverage on other policies shall be commensurate with any legal requirements of the locality and sufficient to meet normal and customary claims.

17.4 (d) Before commencing work under this contract, the Contracting Officer shall require the Contractor to furnish certification from his insurance company indicating that the coverage outlined in paragraphs (a) and (b) and (c) has been obtained and that it may not be changed or canceled without a guaranteed thirty (30) days notice to the Contracting Officer.

18.0 Invoice and Payment.

18.1 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 Presentment 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

18.2 The invoice SHALL be itemized to include the following information. Any information listed below not provided on an invoice shall render that invoice incomplete and the invoice shall be returned for immediate correction.

- | | |
|--------------------------------|--|
| a. Time period being invoiced. | d. Extended amount due. |
| b. Description of services. | e. Invoice number, date, and |
| c. Unit Cost billed. | f. Contract, Order, and Obligation number. |

Appendix 1

Window Cleaning Plan of Service

Jobsite _____ Date _____

Contact Person at Site _____

Address _____

City _____ State _____

Type of Window Cleaning to be Performed☐ Post Construction ☐ Scheduled Normal Cleaning**Type of Service to be Provided**☐ Both sides all windows ☐ Outside Only ☐ Inside Only**Other Services Provided**

On average, how many workers will be at the jobsite each day? _____

Name of lead person at the jobsite: _____ Cell #: _____

Equipment to be used for Window Cleaning

<input type="checkbox"/> Chemicals	<input type="checkbox"/> Material Safety Data Sheet Available
<input type="checkbox"/> Ladders	<input type="checkbox"/> Sectional <input type="checkbox"/> Extension
<input type="checkbox"/> Mobile Lift	<input type="checkbox"/> Rental Unit
<input type="checkbox"/> Tower Scaffold	<input type="checkbox"/> Rental Unit
<input type="checkbox"/> Pressure Cleaner	<input type="checkbox"/> Rental Unit
<input type="checkbox"/> Tucker (High Reach) Washer	
<input type="checkbox"/> Razor Scrapers	
<input type="checkbox"/> Extension Poles	
<input type="checkbox"/> Descent Equipment	<input type="checkbox"/> Roof Rig <input type="checkbox"/> Anchors on Roof

☐ Suspended Scaffolding

☐ Rental Unit

☐ Permanent Installation

☐ Building Provided Certificate of Occupation

☐ Barricades/Danger Signs

☐ Other

Describe: _____

Describe Where on the Building Each Piece of Equipment will be Used:

Equipment: _____ Location: _____

List the Chemicals That Will Be Used: _____

Location of MSDS: _____

Type of Personal Protective Equipment to Be Used: _____

Describe Safety Hazards That May Be Encountered at Site for Each Piece of Equipment Being Used (Not High Rise) and List What Equipment or Method will be used to overcome the Hazard:

Equipment	Hazard Location	Solution
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

High Rise Section:

Height of Parapet Wall: _____

If Applicable, describe what fall protection equipment will be used:

8. Date of Last Inspection Provided by Building Management: _____

2. If Transportable Rigging Equipment is being Used, Identify Anchorages or System to be used for Rigging, Tie Backs, Lifelines and their Location:

Permanently Installed Anchors Covering the Perimeter of Work Area? Yes No

Inspected on _____ (Attach Copy) If no, the following must be Filled out:

Anchor	Location

3. Has Bldg. Owner/Mgr. Verified Support Capability of above Listed Anchors? Yes No

If Yes, Attach Copy:

4. If Transportable Rigging is not being Used, Identify Anchorages or System on Roof that will be used for Suspensions and Lifelines:

Permanently Installed Anchors Covering the Perimeter of Work Area? Yes No

Inspected on _____ (Attach Copy) If No, the following must be filled out:

Anchor	Location

5. Has Bldg. Owner/Mgr. verified support capability of above listed anchors? Yes No

If yes, Attach Copy:

6. In the following space, draw a diagram that will mark the location of the anchor points to be used as described in sections three and four.

7. Roof sketch with identified anchor points, electrical supplies, restricted or dangerous areas and ground barricade locations: (attached)

8. Describe safety hazards that may be encountered and list what equipment or method will be used to overcome the hazard:

Equipment	Hazard-Location	Solution

Describe any or all rescue methods to be deployed in the event of an Emergency:

Describe an alternate plan if inclement weather affects safe working procedures:

Describe any special procedures required by the building owner/manager to follow during the operation:

Contractor Personnel completing form

Printed Name	Signature	Date
--------------	-----------	------

Signature of Government Representative completing form

Printed Name	Signature	Date
--------------	-----------	------

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/>

<http://farsite.hill.af.mil/>

(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
52.204-18	COMMERCIAL AND GOVERNMENT ENTITY CODE MAINTENANCE	JUL 2016
52.212-4	CONTRACT TERMS AND CONDITIONS—COMMERCIAL ITEMS	JAN 2017
52.228-5	INSURANCE—WORK ON A GOVERNMENT INSTALLATION	JAN 1997
52.232-18	AVAILABILITY OF FUNDS	APR 1984
52.232-40	PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS	DEC 2013
52.237-2	PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATION	APR 1984
852.203-70	COMMERCIAL ADVERTISING	JAN 2008
852.219-10	VA NOTICE OF TOTAL SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS SET-ASIDE	JUL 2016
852.228-71	INDEMNIFICATION AND INSURANCE	JAN 2008
852.232-72	ELECTRONIC SUBMISSION OF PAYMENT REQUESTS	NOV 2012

C.2 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.

(End of Clause)

C.3 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; 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 5 Years.

(End of Clause)

C.4 SUPPLEMENTAL INSURANCE REQUIREMENTS

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

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

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

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

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

(End of Clause)

C.5 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS—COMMERCIAL ITEMS (JAN 2017)

(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) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (JAN 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing

Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).

(2) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (NOV 2015).

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

(4) 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:

☒ (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 2016) (Pub. L. 109-282) (31 U.S.C. 6101 note).

☐ (5) [Reserved]

☐ (6) 52.204-14, Service Contract Reporting Requirements (OCT 2016) (Pub. L. 111-117, section 743 of Div. C).

☐ (7) 52.204-15, Service Contract Reporting Requirements for Indefinite-Delivery Contracts (OCT 2016) (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 (NOV 2016) (15 U.S.C. 637(d)(2) and (3)).
- ☐ (17)(i) 52.219-9, Small Business Subcontracting Plan (JAN 2017) (15 U.S.C. 637(d)(4)).
- ☐ (ii) Alternate I (NOV 2016) of 52.219-9.
- ☐ (iii) Alternate II (NOV 2016) of 52.219-9.
- ☐ (iv) Alternate III (NOV 2016) of 52.219-9.
- ☐ (v) Alternate IV (NOV 2016) 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 (JAN 2017) (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 (OCT 2016) (E.O. 13126).
- ☒ (27) 52.222-21, Prohibition of Segregated Facilities (APR 2015).
- ☒ (28) 52.222–26, Equal Opportunity (SEP 2016) (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).

[X] (31) 52.222-37, Employment Reports on Veterans (FEB 2016) (38 U.S.C. 4212).

[X] (32) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496).

[X] (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).

[X] (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) 52.222-59, Compliance with Labor Laws (Executive Order 13673) (OCT 2016). (Applies at \$50 million for solicitations and resultant contracts issued from October 25, 2016 through April 24, 2017; applies at \$500,000 for solicitations and resultant contracts issued after April 24, 2017).

Note to paragraph (b)(35): By a court order issued on October 24, 2016, 52.222-59 is enjoined indefinitely as of the date of the order. The enjoined paragraph will become effective immediately if the court terminates the injunction. At that time, DoD, GSA, and NASA will publish a document in the **Federal Register** advising the public of the termination of the injunction.

[] (36) 52.222-60, Paycheck Transparency (Executive Order 13673) (OCT 2016).

[] (37)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Items (May 2008) (42 U.S.C.6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

[] (38) 52.223-11, Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (JUN 2016) (E.O. 13693).

[] (39) 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.)

[] (40)(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.

[] (41)(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.

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

[] (43)(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.
- ☒ (44) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (AUG 2011)
- ☐ (45) 52.223-20, Aerosols (JUN 2016) (E.O. 13693).
- ☐ (46) 52.223-21, Foams (JUN 2016) (E.O. 13693).
- ☐ (47) (i) 52.224-3, Privacy Training (JAN 2017) (5 U.S.C. 552a).
- ☐ (ii) Alternate I (JAN 2017) of 52.224-3.
- ☐ (48) 52.225-1, Buy American—Supplies (MAY 2014) (41 U.S.C. chapter 83).
- ☐ (49)(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.
- ☐ (50) 52.225-5, Trade Agreements (OCT 2016) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).
- ☒ (51) 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).
- ☐ (52) 52.225-26, Contractors Performing Private Security Functions Outside the United States (OCT 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).
- ☐ (53) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).
- ☐ (54) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).
- ☐ (55) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).
- ☐ (56) 52.232-30, Installment Payments for Commercial Items (JAN 2017) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).
- ☒ (57) 52.232-33, Payment by Electronic Funds Transfer—System for Award Management (Jul 2013) (31 U.S.C. 3332).
- ☐ (58) 52.232-34, Payment by Electronic Funds Transfer—Other than System for Award Management (Jul 2013) (31 U.S.C. 3332).
- ☐ (59) 52.232-36, Payment by Third Party (MAY 2014) (31 U.S.C. 3332).

☐ (60) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

☐ (61) 52.242-5, Payments to Small Business Subcontractors (JAN 2017)(15 U.S.C. 637(d)(12)).

☐ (62)(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).

Employee Class	Monetary Wage-Fringe Benefits
Window Cleaner WG-3 Non-Super.	\$19.29
Window Cleaner WG-3 Supervisor	\$20.06

☒ (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) 52.222-62, Paid Sick Leave Under Executive Order 13706 (JAN 2017) (E.O. 13706).

☐ (10) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (MAY 2014) (42 U.S.C. 1792).

☐ (11) 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) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (JAN 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).

(iii) 52.219-8, Utilization of Small Business Concerns (NOV 2016) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities.

(iv) 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.

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

(vi) 52.222-26, Equal Opportunity (SEP 2016) (E.O. 11246).

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

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

(ix) 52.222-37, Employment Reports on Veterans (FEB 2016) (38 U.S.C. 4212).

(x) 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.

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

(xii)(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).

(xiii) 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).

(xiv) 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).

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

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

(xvii) 52.222-59, Compliance with Labor Laws (Executive Order 13673) (OCT 2016) (Applies at \$50 million for solicitations and resultant contracts issued from October 25, 2016 through April 24, 2017; applies at \$500,000 for solicitations and resultant contracts issued after April 24, 2017).

Note to paragraph (e)(1)(xvii): By a court order issued on October 24, 2016, 52.222-59 is enjoined indefinitely as of the date of the order. The enjoined paragraph will become effective immediately if the court terminates the injunction. At that time, DoD, GSA, and NASA will publish a document in the **Federal Register** advising the public of the termination of the injunction.

(xviii) 52.222-60, Paycheck Transparency (Executive Order 13673) (OCT 2016)).

(xix) 52.222-62 Paid Sick Leave Under Executive Order 13706 (JAN 2017) (E.O. 13706).

(xx)(A) 52.224-3, Privacy Training (JAN 2017) (5 U.S.C. 552a).

(B) Alternate I (JAN 2017) of 52.224-3.

(xxi) 52.225-26, Contractors Performing Private Security Functions Outside the United States (OCT 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

(xxii) 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.

(xxiii) 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.6 VAAR 852.237-70 CONTRACTOR RESPONSIBILITIES (APR 1984)

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

(End of Clause)

SECTION D - CONTRACT DOCUMENTS, EXHIBITS, OR ATTACHMENTS

See attached document: Appendix 2 Window Count.

See attached document: WD 15-5593 Rev. 6 8-3-17.

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/>

<http://farsite.hill.af.mil/>

(End of Provision)

<u>FAR Number</u>	<u>Title</u>	<u>Date</u>
52.204-7	SYSTEM FOR AWARD MANAGEMENT	OCT 2016
52.204-16	COMMERCIAL AND GOVERNMENT ENTITY CODE REPORTING	JUL 2016
	REPRESENTATION BY CORPORATIONS REGARDING AN UNPAID TAX LIABILITY OR A FELONY CONVICTION UNDER ANY FEDERAL LAW (DEVIATION)	MAR 2012
52.212-3	OFFEROR REPRESENTATIONS AND CERTIFICATIONS—COMMERCIAL ITEMS	JAN 2017
52.217-5	EVALUATION OF OPTIONS	JUL 1990
52.225-25	PROHIBITION ON CONTRACTING WITH ENTITIES ENGAGING IN CERTAIN ACTIVITIES OR TRANSACTIONS RELATING TO IRAN—REPRESENTATION AND CERTIFICATIONS	OCT 2015
52.237-1	SITE VISIT	APR 1984
852.233-70	PROTEST CONTENT/ALTERNATIVE DISPUTE RESOLUTION	JAN 2008
852.233-71	ALTERNATE PROTEST PROCEDURE	JAN 1998
852.233-71	ALTERNATE PROTEST PROCEDURE (MAY 2010) NOTE	MAY 2010

E.2 52.212-1 INSTRUCTIONS TO OFFERORS—COMMERCIAL ITEMS (JAN 2017)

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

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

- (1) The solicitation number;
- (2) The time specified in the solicitation for receipt of offers;
- (3) The name, address, and telephone number of the offeror;
- (4) A technical description of the items being offered in sufficient detail to evaluate compliance with the requirements in the solicitation. This may include product literature, or other documents, if necessary;
- (5) Terms of any express warranty;
- (6) Price and any discount terms;
- (7) "Remit to" address, if different than mailing address;
- (8) A completed copy of the representations and certifications at FAR 52.212-3 (see FAR 52.212-3(b) for those representations and certifications that the offeror shall complete electronically);
- (9) Acknowledgment of Solicitation Amendments;
- (10) Past performance information, when included as an evaluation factor, to include recent and relevant contracts for the same or similar items and other references (including contract numbers, points of contact with telephone numbers and other relevant information); and
- (11) If the offer is not submitted on the SF 1449, include a statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation. Offers that fail to furnish required representations or information, or reject the terms and conditions of the solicitation may be excluded from consideration.

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

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

(e) *Multiple offers.* Offerors are encouraged to submit multiple offers presenting alternative terms and conditions, including alternative line items (provided that the alternative line items are consistent with subpart 4.10 of the Federal Acquisition Regulation), or alternative commercial items for satisfying the requirements of this solicitation. Each offer submitted will be evaluated separately.

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

(1) Offerors are responsible for submitting offers, and any modifications, revisions, or withdrawals, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If

no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that offers or revisions are due.

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

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

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

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

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

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

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

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

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

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

award on any item for a quantity less than the quantity offered, at the unit prices offered, unless the offeror specifies otherwise in the offer.

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

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

GSA Federal Supply Service Specifications Section

Suite 8100 470 East L'Enfant Plaza, SW

Washington, DC 20407

Telephone (202) 619-8925

Facsimile (202) 619-8978.

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

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

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

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

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

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

(i) Using the ASSIST Shopping Wizard (<https://assist.dla.mil/wizard/index.cfm>);

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

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

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

(j) *Unique entity identifier.* (Applies to all offers exceeding \$3,500, and offers of \$3,500 or less if the solicitation requires the Contractor to be registered in the System for Award Management (SAM) database.) The Offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation “Unique Entity Identifier” followed by the unique entity identifier that identifies the Offeror’s name and address. The Offeror also shall enter its Electronic Funds Transfer (EFT) indicator, if applicable. The EFT indicator is a four-character suffix to the unique entity identifier. The suffix is

assigned at the discretion of the Offeror to establish additional SAM records for identifying alternative EFT accounts (see subpart 32.11) for the same entity. If the Offeror does not have a unique entity identifier, it should contact the entity designated at www.sam.gov for unique entity identifier establishment directly to obtain one. The Offeror should indicate that it is an offeror for a Government contract when contacting the entity designated at www.sam.gov for establishing the unique entity identifier.

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

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

- (1) The agency's evaluation of the significant weak or deficient factors in the debriefed offeror's offer.
- (2) The overall evaluated cost or price and technical rating of the successful and the debriefed offeror and past performance information on the debriefed offeror.
- (3) The overall ranking of all offerors, when any ranking was developed by the agency during source selection.
- (4) A summary of the rationale for award;
- (5) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.
- (6) Reasonable responses to relevant questions posed by the debriefed offeror as to whether source-selection procedures set forth in the solicitation, applicable regulations, and other applicable authorities were followed by the agency.

(End of Provision)

Addendum to far 52.212-1 Instructions to Offerors—Commercial Items

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

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

1. Paragraph (b), Submission of Offers. Faxed quotes are not authorized for this solicitation.

See below for submission instructions.

SUBMISSION INSTRUCTIONS

A. General Instructions

(1) Electronic Submissions: Prospective contractors shall email their quotes to Jet.Flores@va.gov and must have the solicitation number indicated in the Subject line. Files must be readable using Microsoft Office 2007: Word, Excel, PowerPoint, or Access. Files in Adobe* PDF Files – when scanning documents, scanner resolution should be set at least 200 dots per inch (dpi). The size of the email is limited to 5 megabytes (MB), however, multiple electronic mails are allowable. Quotes submitted solely via facsimile or mail is not permitted and will not be accepted as valid quotes.

(2) Follow the quote preparation instructions as given in the solicitation and prepare your response and supporting documents. Prospective contractors must be registered in the System for Award Management (SAM) and have a DUNS (Duns & Bradstreet) number. In addition, as this requirement is 100% total set-aside for Service Disabled Veteran Owned Small Business (SDVOSB), the SDVOSB must be verified and current in <https://www.vip.vetbiz.gov/>

B. Selection Process

The VA anticipates the award of a firm fixed price contract.

Evaluations will be conducted under the procedures of FAR Part 13.

In accordance with FAR 13.106-2(b)(3), the quotes will undergo a comparative evaluation to determine which vendor provides the best value to the government in terms of technical capability, safety, performance risk and past performance, while also providing a competitive price.

The Government intends to establish a contract without exchanges with contractors. Consequently, Contractors are highly encouraged to offer their best technical and pricing quote in their initial submissions. However, the Government reserves the right to discuss submissions with any or all contractors submitting a technical and price quote, if it is determined advantageous to the Government to do so. This statement is not to be construed to mean that the Government is obligated to conduct exchanges.

A Contractor may be eliminated from consideration for award without further evaluation or exchanges if its technical and/or pricing quote/information is not among those Contractors considered most advantageous to the Government.

1. Pricing Factor and Administrative issues shall contain the following:

a. Standard Form (SF) 1449 shall be submitted fully completed. 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) with its addendum, the Government will evaluate quotes for award purposes by adding the total price for the basic requirement.

c. Information Item 1 – Technical Capability – The prospective contractor shall provide a description and proposed schedule (ie Microsoft Project Schedule) to provide the services as

detailed and required per the Statement of Work (SOW). This could be as simple as a staffing plan/weekly schedule that identifies the number of personnel who will be providing the services and the days of the week they will be providing the services until completion.

d. Information Item 2 - Safety Plan – Statement of Work Section 5.0 Safety Plan/Training requires that the contractor provide a safety plan to the Government for concurrence prior to the pre-performance meeting. For the purposes of evaluation, the prospective Contractor shall submit a draft Safety Plan with its quote submission.

e. Information Item 3 – Past Performance – the contractor shall provide no more than 5 relevant, recent (within the past five years) reference regarding the contractor's past performance. Information required includes but is not limited to name of reference with current contact information, contract or PO number, date of contract, dollar value of contract, and description of services performed.

f. Information Item 4 – Price – Complete Pricing information on Price/Cost Schedule of this solicitation.

(End of Addendum to 52.212-1)

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:

SEE ADDENDUM TO FAR PROVISION 52.212-2

Technical and past performance, when combined, are SEE ADDENDUM TO FAR PROVISION 52.212-2.

(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)

Addendum to FAR 52.212-2 Evaluation of Commercial Items (Jan 1999)

Paragraph (a) is deleted in its entirety and replaced with the following:

- a. The Government will award a contract resulting from this solicitation to the responsible contractor whose quote, conforming to the solicitation, is the best value to the Government. If a prospective contractor takes an exception to any of the terms and conditions of the solicitation, its quote may be excluded from consideration for award.
- b. In accordance with FAR 13.106-2(b)(3), the quotes will undergo a comparative evaluation (between the quotes received to determine which vendor provides the best value to the government in terms of technical capability, safety, performance risk and past performance, while also providing a competitive price. The Government reserves the right to select a response that provides benefit to the Government that exceeds the minimum but is not required to do so. The prospective contractor may exceed the requirements but, the Government is not requesting or accepting alternate quotes or proposal(s).
- c. The required supporting information below must be submitted with your quotation:

Information Item 1	Technical Capability
Information Item 2	Safety Plan
Information Item 3	Past Performance
Information Item 4	Price

ITEM 1 – Technical Capability

The prospective contractor shall provide a description and proposed schedule (ie Microsoft Project Schedule) to provide the services as detailed and required per the Statement of Work (SOW). This could be as simple as a staffing plan/weekly schedule that identifies the number of personnel who will be providing the services and the days of the week they will be providing the services until completion.

ITEM 2 – Safety Plan

Statement of Work Section 5.0 Safety Plan/Training requires that the contractor provide a safety plan to the Government for concurrence prior to the pre-performance meeting. For the purposes of evaluation, the prospective Contractor shall submit a draft Safety Plan with its quote submission.

ITEM 3 – Past Performance

The past performance evaluation assesses the level of expectation the Government has in a prospective contractor'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 a contractor 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 contractor may not be evaluated favorably or unfavorably on past performance. Therefore, the contractor 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 prospective contractor, and information obtained from other sources, such as the Past Performance Information Retrieval System (PPIRS) or similar systems and commercial sources.

Contractor shall provide a **maximum of five recent** (within the past five years) and relevant references regarding the company's past performance. Relevant means similar in scope, magnitude of effort and complexity to the subject requirement. The Contracting Officer will evaluate past performance as either acceptable/unacceptable and may contact the references provided as necessary.

If a small business contractor 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 contractor.

ITEM 4 – Price

The prospective contractor's price quotation will be evaluated for award purposes by adding the total price for the base year and all option years.

As part of the Contractor's quote submission, the contractor shall provide a detailed breakdown of their monthly pricing to include but not limited to, labor rate, labor hours, supplies, materials, overhead, etc.

In addition, the following language is added to paragraph (b), "The Government may be required to extend services per FAR 52.217-8 Option to Extend Services. 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 to extend services can be exercised at any time, and 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 quotes relative to each other, and will not affect the ranking of quotes based on price, unless, after reviewing the quotes, the Government determines that there is a basis for finding otherwise. The evaluation will not obligate the Government to exercise any option under FAR 52.217-8.

E.4 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.5 52.233-2 SERVICE OF PROTEST (SEP 2006)

Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from:

Parvinder Brar
Contracting Officer

Hand-Carried Address:

Department of Veterans Affairs
Acquisition Operations Service (049A3)
810 Vermont Avenue, NW
Washington DC 20420

Mailing Address:

Department of Veterans Affairs
Acquisition Operations Services (049A3)
810 Vermont Ave, NW
Washington DC 20420

(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)