

B.1 CONTRACT ADMINISTRATION DATA

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

a. CONTRACTOR:

b. GOVERNMENT: Contracting Officer 36C261

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:

☒ 52.232-33, Payment by Electronic Funds Transfer—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

B.2 PRICE/COST SCHEDULE**ITEM INFORMATION**

ITEM NUMBER	DESCRIPTION OF SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE		AMOUNT
0001	Janitorial Services for the Defenders Lodge Contract Period: Base POP Begin: 01-01-2018 POP End: 12-31-2018	12.00	MO			
1001	Janitorial Services for the Defenders Lodge Contract Period: Option 1 POP Begin: 01-01-2019 POP End: 12-31-2019	12.00	MO			
2001	Janitorial Services for the Defenders Lodge Contract Period: Option 2 POP Begin: 01-01-2020 POP End: 12-31-2020	12.00	MO			
3001	Janitorial Services for the Defenders Lodge Contract Period: Option 3 POP Begin: 01-01-2021 POP End: 12-31-2021	12.00	MO			
4001	Janitorial Services for the Defenders Lodge Contract Period: Option 4 POP Begin: 01-01-2022 POP End: 12-31-2022	12.00	MO			
				GRAND TOTAL		

**Performance Work Statement
Janitorial Services for the Defenders Lodge
VA Palo Alto Health Care System**

Section 1: General Information

1.1 General: This is a non-personal services contract to provide janitorial services for the Defenders Lodge at VA Palo Alto Health Care System (VAPAHCS). The Government shall not exercise any supervision or control over the contract service providers performing the services herein. Such contract service providers shall be accountable solely to the Contractor who, in turn is responsible to the Government.

1.2 Period of Performance:

Base Year:	January 1, 2018 to December 31, 2018
Option Year #1	January 1, 2019 to December 31, 2019
Option Year #2	January 1, 2020 to December 31, 2020
Option Year #3	January 1, 2021 to December 31, 2021
Option Year #4	January 1, 2022 to December 31, 2022

1.3 Place of Performance: VA Palo Alto Health Care System
 3801 Miranda Ave
 Palo Alto, CA 94304

1.4 Hours of Operation: The Defenders Lodge normal business hours are between 8:00 a.m. to 12:00 midnight everyday including Federal holidays. The janitorial services will be required 24 hours day, every day, including Federal holidays. The contractor will be provided a list of the rooms to be cleaned by 8:00 a.m. Pacific Time.

1.5 Work Schedule: Prior to commencing performance under this contract, the Contractor shall provide a proposed work scheduled to the COR describing how services will be accomplished. All work shall be coordinated with the COR or designated representative when accomplished during normal business hours to avoid disruptions or conflicts between the Government functions and the provision of service under this contract.

1.6 Building: The square footage is approximately 34,000 square feet and there are 104 beds. See the drawings in attachment #2 for more detailed information on the building layout.

1.7 Type of Contract: The government will award a Firm Fixed Price contract.

1.8 Contract Changes: Additional cleaning required by changes in mission assignments must be documented by a written contract modification. If the contractor receives a request from VA personnel directing or requesting work that the contractor believes is not within the terms of the PWS or the contract, then the contractor must notify the Contracting Officer Representative (COR) and the Contracting Officer of the request. The only person that has the authority to modify the terms of the contract or request work for which compensation will be provided is a Contracting Officer.

1.9 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. 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:

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 2: Definitions & Acronyms

2.1 Definitions:

Aseptic Cleaning. Techniques and procedures used under sterile conditions. Aseptic cleaning is the effort taken to clean the interior of building and keep people free from hospital micro-organisms.

Contractor. A supplier or vendor awarded a contract to provide specific supplies or service to the government. The term used in this contract refers to the prime.

Contracting Officer (CO). A person with the authority to enter into, administers, and/or terminates contracts and makes related findings. The Contracting Officer is the only individual who has the authority to contractually bind the Government. The Contracting Officer may designate a Government employee to act as his authorized technical representative.

Contracting Officer Representative (COR). The person has been designated as the authorized representative of the Contracting Officer acting within the limits of his/her authority. This individual shall not be authorized to award, agree to, or sign any contract or modification thereto, or in any way to obligate the payment of money by the Government. The COR advises the Contracting Officer on matters relating to this contract, verifies completion of the work, certifies invoices related to completed work, and ensures compliance with all provisions of the contract.

Corrective Action. Action taken by the Contractor to correct a deficiency and identify the cause(s) of the deficiency.

Custodial Cleaning. Providing an array of cleaning functions that are vital to the daily operation of the facility so as to present a clean facility.

Joint Commission (JC). A national organization dedicated to improving the care, safety, and treatment of patients in health care facilities, and publishers of the Joint Commission on Accreditation Manuals.

Protection. This is preventing damages to surfaces and equipment caused by normal use or improper cleaning procedures.

Quiet Zone. Means normally a noise level of less than 72.B (A) at five feet from the source in patient-occupied areas.

Soil. Dust, dirt, stains, grease, smudges, streaks, spots, lint, odors, organisms, vomits, or any agents that is injurious to health. Soil can be visible such as dust, or can be invisible such as organisms, and odors.

Subcontractor. One that enters into a contract with a prime contractor. The Government does not have privity of contract with the subcontractor.

Work Day. The number of hours per day the Contractor provides services in accordance with the contract.

2.2 Acronyms:

CBI	Compliance and Business Integrity
CEH	Certified Executive Housekeeper
COR	Contracting Officer Representative
EPA	Environmental Protection Agency
ID	Identification
IT	Information Technology
JC	Joint Commission
IHEA	International Executive Housekeeper Association
NEHA	National Executive Housekeeping Association
OSHA	Occupational Safety and Health Agency
PWS	Performance Work Statement
QASP	Quality Assurance Surveillance Plan
VA	Veterans Affairs
VAPAHCS	Veterans Affairs Palo Alto Health Care System

Section 3: Government Furnished Property, Equipment, and Services

The government will provide two storage rooms for the contractor's use. The government will supply dispensers for: touchless automatic paper towel, hand sanitation soap, waterless alcohol based hand sanitizer, and lotion.

- Georgia-Pacific Enmotion automated touchless roll paper towels and Enmotion dispensers. The dispensers are limited to accept only the Georgia-Pacific roll paper towels other brand may render machines inoperable.
- Sharp containers.
- Purell 18 oz, pump, Foam Hand Sanitizer
- Purell 1200ml, Hand Sanitizer Gel for TFX

Section 4: Contractor Furnished Items and Services

The Contractor shall provide all equipment, supplies, management, supervision, personnel, and transportation except as specified herein as government-furnished, necessary to assure that all services are in accordance with the contract and all applicable laws and regulations. The contractor shall ensure all work meets performance standards specified in this Performance Work Statement (PWS) and referenced documents.

Section 5: Specific Tasks

Standards: Aseptic areas apply to the kitchen, dining, and restrooms. Custodial standards apply to the common areas, excluding the dining area, and the rooms. There may some cases where a room requires a “terminal cleaning” in the case of a sick patient or otherwise. Upon request from VA staff, the contractor shall perform a terminal clean to affected areas.

5.1 Tasks and Cleaning Standards

The following table summarizes the tasks required under this PWS.

Tasks	Frequency
1. Empty waste cans and reline	Daily
2. Place furniture in proper locations	Daily
3. Spot clean/wash interior windows and door glass	Daily
4. Dust mop/wet mop all tile floors	Daily
5. Clean patient restrooms mid-day	Daily
6. Clean public restrooms	3x Day (am, afternoon, pm)
6. Check and Refill all paper towel, toilet paper, and soap dispensers	Daily
7. Clean and organize all housekeeping closets	Daily
8. Clean/sanitize all bathrooms utilizing a germicidal disinfectant	Daily
9. Buff all tile floors	Weekly/as needed
10. Dust all horizontal and vertical surfaces	Daily
11. Spot clean furniture	As needed
12. Spot clean waste cans	As needed
13. Empty Recycling Containers	As needed
14. Wash walls and doors	As needed
15. Vacuum carpets, entrance mats, and runners	Daily
16. Polish all stainless steel	Weekly
17. Cover all bed discharges which includes cleaning and remaking beds	As requested
18. Staging and storage of both clean and soiled linen, which includes washing of bed sheets	As needed
19. Strip and refinish all tile floors	Quarterly/as needed
20. Shampoo/extract carpets utilizing soil retardant	Monthly/as needed
21. Interior and Exterior of windows and doors on first floor level.	Daily/ spot clean as needed
22. Hard surfaces	Daily/ as needed
23. Change curtains	Semi-annually or as needed
24. Unoccupied room cleaning	Weekly

1. Carpet Maintenance: Vacuum all carpeted areas in the corridors, elevators, offices, group rooms and public areas. Furniture shall be moved for thorough cleaning and replace the furniture after cleaning. Spot cleaning as required so that the carpet presents a uniform and clean appearance,

free of spots and stains. The Contractor shall report any tears, burns and raveling to the attention of the COR or designated representative.

- a) Light Shampoo to protect carpet with soil-repellent and/or static free application of treatment as required.
- b) Deep Steam Clean by using “steam” or other residue-free cleaning product. The carpet shall be dried to the touch upon completion.
2. Door and Doorjambs: Perform spot cleaning by damp-wiping and polishing unpainted metal doors, washable surfaces of walls, partitions, doors and fixtures, and handrails. Sanitize as needed.
3. Ducts, Light Fixtures, Vents and Louvers: These areas are to be cleaned and vacuumed. The ducts shall be cleaned as needed.
4. Elevators: The Contractor shall clean all interior surfaces, including doors, metal thresholds, tracks, fans. Spot-clean walls.
5. Entrance Area: Sweep landing, steps, sidewalk of front entrance area, clean the walk-off mats, hose off as required, and remove standing water. The Contractor shall damp-mop the entrance and lobby floors during inclement weather. Trash containers located inside and outside of entrances shall be emptied.
6. Floor maintenance (non-carpeted):
 - a) The Contractor shall strip wax, finish and buff using non-slip floor finish. The Contractor shall “turn back the rugs” in order to clean and finish the floor areas at least one-foot underneath the rugs. The stripping of wax, finish and buffing shall be performed once per year at each facility. The entire facility shall be waxed, finished and buffed once per year. The scheduling of this task will be coordinated between the Contractor CEH, COR and staff occupying building to ensure there is no disruption to staff and visitors.
 - b) Individual rooms and/or a designated area requiring the stripping of wax, refinishing and rebuffering, shall occur no more than once per week. The area or the room requiring the service will be identified by COR or designated representative to the Contractor’s CEH.
 - c) The Contractor shall wet-mop and scrub using germicidal type detergent to sanitize all accessible areas including corners and abutments. The Contractor shall remove any splash marks or mop streaks on furniture, walls, baseboards, etc., or mop strands remaining in the area. The Contractor shall not mop wood or carpeted floors. The Contractor shall change water in mop bucket in between room cleanings.
 - d) The Contractor shall sweep, dust, and damp mop hard-surfaces, resilient flooring to include normal traffic areas, group rooms, and restrooms. The floors shall be swept, dusted and damp mop using a treated or dust- free method/mop. The Contractor shall ensure that the cleaning includes the corners and abutments. The Contractor shall tilt or move chairs, trash receptacles, and other easily movable items so as to clean underneath and shall return items to their proper position.
 - e) The Contractor shall spray and buff all floors accessible to floor machine unless specified elsewhere as having carpet or special flooring. The Contractor shall apply a uniform coating of non-skid floor finish to protect and restore gloss or sheen. The Contractor shall remove excess floor finish solutions. The Contractor shall apply these techniques only to the portion of the floor needing work, to bring the entire floor up to standard.
7. Furniture and Flat Surface Cleaning: (Low Dusting refers to areas 36” and below) The Contractor shall dust all uncluttered horizontal surfaces within reach with a treated dust cloth (i.e., desks, counters, file cabinets, ledges, bookcases, tables, credenzas, window sills, etc.). The Contractor shall dust vertical surfaces and underneath desks in such a manner as to prevent airborne dust.

- a) The Contractor shall dust furniture items such as chairs, file cabinets and other types of office furniture. The Contractor shall damp-dust other office furniture such as vinyl chairs, lamps, telephones, furniture bases, picture frames. The Contractor shall not dust typewriters, computers, business machines and equipment of similar nature.
- b) Furniture and Flat Surfaces Cleaning (High Dusting refers to areas higher than 36" up to 70"): High dusting includes all the wall surfaces, door frames, shelves, equipment, window sills, ledges, hand rails, etc. that are 70 inches from the floor or more.
- 8. Furniture: The Contractor shall vacuum upholstered furniture; clean behind furniture and corners, in particular. Move items as necessary to ensure thorough and adequate cleaning; replace to original position.
 - a) The Contractor shall spot clean upholstered furniture as required.
 - b) The Contractor shall steam clean or deep-clean upholstered furniture as required.
- 9. Parking Lots and Sidewalks: The Contractor shall sweep weekly, remove all cigarette butts, and oil spots or stains from the parking lot (within 25 feet of the building) with a dry cleaning agent and/or pressure wash with degreaser chemical. Power sweepers must be equipped with vacuum dust control system.
- 10. Doors (Entrance areas): The Contractor shall clean all glass partitions, interior and exterior glass doors, display cases, directory boards, draft shields on windows, mirrors and adjacent trim.
- 11. Stairwells: The Contractor shall sweep, dust and damp mop as needed. Lamps, vents, ceiling and wall areas shall be free of cobwebs, dust, debris and insects.
- 12. Walls: Spot/Clean/Wash. The Contractor shall spot-clean wall surfaces to remove cobwebs, fingerprints, smudges. The Contractor shall sanitize the walls as needed.
- 13. Venetian Blinds: The Contractor shall vacuum and damp clean all blinds to remove surface dust, vacuum drapes in place.
- 14. Window Cleaning Interior: The Contractor shall wash all windows on interior surfaces, damp-wipe window sashes/sills. The contractor is not responsible for the highest interior windows.
- 15. Window Cleaning Exterior: The Contractor shall wash exterior surfaces, damp-wipe window sashes/sills. The contractor shall be responsible for the exterior windows on the entrance only and first the first floor level. To maintain clean appearance, the exterior windows and glass entrance doors shall be cleaned daily and spot cleaned as necessary.
- 16. Laundry Service: The contractor shall collect all soiled linen daily and place in designated soiled linen storage until items are picked up by laundry service contractor. The contractor shall place linen received in clean linen storage on shelf until items are needed. The contractor shall maintain inventory of linen items listed above; all linen items that are unserviceable must be returned to facility designated linen officer. Replacement or the need for additional linen shall be communicated by contractor to VAPAHCS Linen Department Manager.
- 17. Bed Cleaning: The contractor shall remake beds on customer request or as needed. After customer has checked out from facility all linens are to be removed from bed and stored in soiled linen room until picked up by the laundry service contractor. The contractor shall remake bed using clean linens.
- 18. Dining room, kitchen, and break areas: The contractor shall clean dining room, kitchen, and break areas daily; trash is to be removed as needed. All tables and counter tops are to be wiped down daily and as needed throughout day. All kitchen appliances, refrigerators, microwave oven, conventional oven, dishwasher, etc. are to be cleaned daily and as needed. The contractor is to work with staff to schedule cleaning of oven and refrigerator.
- 19. Information Technology (IT) Closets: The Contractor shall coordinate with the VA IT staff to gain access to these secured areas in order to sweep and dust mop floors monthly. The Contractor

shall not use any type of liquids, vacuums or duster in these closets. The Contractor shall not unplug any IT equipment unless performed by IT staff. To maintain the proper air temperatures in the IT rooms, the entry doors shall not be left open.

20. Ceilings: The Contractor shall dust and remove cobwebs from the ceilings, vents and light fixtures.
21. Unoccupied Rooms: Cleaning of unoccupied rooms should be performed weekly to remove dust from all surfaces, the restroom should be cleaned and the commode flushed to prevent hard water deposits.
22. Miscellaneous
 - a) Ashtrays: The Contractor shall remove ashes and debris from cigarette butt receptacles and place in a nonflammable container. Ashtrays shall be damp-wiped to remove all ashes; washed with hot, soapy water as needed.
 - b) Contractor's Storage Room: The Contractor shall store equipment and supplies in a Government-provided storage room. The Contractor shall maintain the storage room and used only as authorized. The Contractor shall not store food in the room. This storage room shall be clean and odor free at all times.
 - c) Water Fountains: The Contractor shall empty, rinse and sanitize drinking fountains, water coolers, the hot/cold water dispensers with a germicidal type detergent. The Contractor shall re-stock those water coolers with cups.
 - d) Polish Metal. The Contractor shall polish the brass and other metal, aluminum, stainless steel hardware on doors, push bars, and the kicking plates.
 - e) Loading Dock. The Contractor shall sweep and hose off loading dock area as needed.
23. Restrooms
 - a) The Contractor shall clean and sanitize sinks, urinals, and toilets.
 - b) The floor traps shall be maintained free from odor at all times.
 - c) The Contractor shall sweep and wet-mop the floors daily and spray buff as required. The Contractor shall apply a uniform coating of non-skid floor finish. The Contractor shall remove any excess floor finish solutions.
 - d) The Contractor shall damp-wipe walls, doors, partitions, mirrors, shelving, and window frames and sills. The Contractor shall use an approved germicide/detergent in restrooms to disinfect all surfaces of partitions, stalls, faces of toilet bowls, urinals, lavatories, showers, dispensers, and other such surfaces.
 - e) The Contractor shall damp-wipe and polish the chrome fixtures.
 - f) The Contractor shall clean (descale) toilet bowls and urinals.
 - g) The Contractor shall furnish and replenish restroom supplies for example: soap dispensers, paper towels and toilet tissue. The Contractor shall ensure sufficient supplies are provided.
 - h) The Contractor shall empty, clean, disinfect, and re-line all sanitary napkin and all waste receptacles.
24. Waste
 - a) Trash Removal: The Contractor shall pick up and empty all trash or waste receptacles, to include the vending machine/snack areas. The Contractor shall wash and damp-wipe all waste receptacles; re-line daily or as needed. The Contractor shall dispose of trash in plastic bags secured with bag ties.
 - b) Litter Removal: The Contractor shall pick up and dispose of litter and trash from the entrances and perimeter of the building.
 - c) 'Red Bag' Bio-hazardous: All receptacles lined with "Red Bags" (plastic bags containing bio-hazardous medical waste material) shall be serviced. The Contractor shall pick up the Red

Bag waste and deposit it in specially designated, locked "infectious waste" bins or lockers, usually located at the rear of the facility, in a safe and timely manner, and in accordance with established standards and procedures. NOTE: Red Bags may not be used for any other purpose.

25. Supplies:

- a) The following is a list of current supply dispensers and supplies used at the VA Palo Alto Health Care System:
 - 1) EnMotion
 - 2) Coreless toilet tissue
 - 3) Wax Non Zinc (Palo Alto Division only)
 - 4) 3M #25 Quat Disinfectant
 - 5) 3M #4 Bathroom Cleaner
 - 6) 3M #8 General Purpose Cleaner
 - 7) 3M #1 Glass Cleaner
 - 8) 3M #3 Natural Cleaner
 - 9) 4 ounce, Provon Tearless Body and Hair Shampoo (No substitutions)
 - 10) 4 ounce, 2000ml and 1000ml Provon Medicated Soap with Triclosan (No substitutions)
 - 11) Plastic Bags, Large Clear 33x40, 1.5mil
 - 12) Plastic Bags, Small Clear, 24x24, 1.5mil
 - 13) Plastic Bags, Extra Large Clear, 40x47, 1.5mil
 - 14) Wet task wiping system for use with 3M #25 Quat Disinfectant
 - 15) Provon 2000 ML Body Wash Shampoo
 - 16) Seat covers $\frac{3}{4}$ fold and $\frac{1}{2}$ fold.
 - 17) Feminine hygiene products and dispensers.
- b) Feminine hygiene products and dispenser. The above 3M chemical products (brand name or equal) are the only authorized products the contractor shall use. Products other than those listed above must be approved by the COR. All other cleaning supplies are contractor's choice but must be approved by COR. There are no estimates on usage of supplies.
- c) The contractor shall provide the 4oz Provon Medicated Soap with Triclosan as requested by the guests. Medicated hand soap will be installed next to sinks in public restrooms and food service areas. The size will vary depending on location.
- d) The contractor shall provide the Purell hand sanitizer in areas for VA staff and at building entrances.
- e) There will be 9 EnMotion dispensers; 2 in the dining area, 4 in the restrooms, 1 in the break room upstairs, 1 in the kitchen, and 1 in the break room for staff.
- f) The contractor shall provide Provon 2000 ML Body Wash Shampoo for all guest rooms
- g) The Contractor shall provide seat covers of appropriate size to all public restrooms and all guest rooms.

5.2 Contractor Personnel

1. The Contractor shall assign an International Executive Housekeeper Association (IHEA) Certified Executive Housekeeper (CEH) to oversee the overall performance of the contract to insure compliance with all provisions contained in this contract. The CEH doesn't need to be onsite.

2. The CEH shall have at least one (1) year of prior experience as a CEH Manager within the last three years. Written certification of experience and copies of any formal training program (i.e. National Executive Housekeeping Association (NEHA)) shall be submitted to the COR before starting work. The COR's approval must be received prior to an employee working at any of the facilities.
3. The CEH or stand-in representative shall be available during normal duty hours to respond by telephone within thirty (30) minutes of notification by the COR and shall be available to meet with COR or designated representative within 2 hours after notification to discuss problems areas. After normal duty hours, the CEH or stand-in representative shall be available within 3 hours.
4. The contractor's employees shall be fluent in English and shall be able to read, write, speak, understand and communicate effectively in English.
5. Prior to beginning performance under this contract, the Contractor shall provide the following:
 - a) List of employees who will provide services under this contract
 - b) Name, telephone number and address of the CEH
 - c) List of shift supervisors
6. The Contractor shall notify the COR in writing whenever there is a change of personnel appointed to fulfill supervisory or shift leader function or when there is a planned absence of key personnel. The CEH shall, in the absence of the Contractor, act as the Contractor Representative. He/she shall have full authority to act for the Contractor on all matters relating to daily operations of this contract.
7. The Contractor shall not consume food, snacks, drinks or tobacco products except during specified break periods in appropriate designated break areas only.
8. The Contractor is responsible for compliance with all appropriate Joint Commission record keeping requirements.
9. The Contractor shall also be responsible for adhering to all requirements under the Privacy Act due to the possibility that confidential medical record information may be accessible and/or visible to contractor employees during performance of their daily duties. The Contractor shall obtain a signed "Confidentiality Certificate" from each employee prior to allowing them to start work under this contract. The contractor shall keep a copy of confidentiality certificate on site for inspection purposes.
10. The Contractor is not required to have physical examination prior to work on this contract; however, the Contractor is expected to be in good physical health and able to work in patient care areas without risk to the patients. The Contractor shall not be assigned to this contract if not in good physical health or pose a risk to patients. The Contractor who acquires a communicable illness shall not perform service under the contract and shall be free of illness before returning to work.

5.3 Safety Training Requirements

1. Contractor-Furnished Safety Training: The California Division of Occupational Safety and Health has identified the minimum worker safety standards and related training that are required by State Law and that are applicable to all private sector employees. All Contractors providing service at VA facilities shall be in compliance with the California Code of Regulations "General Industry Safety Orders (CAL/OSHA) section listed below, as a condition of contract award:
 - a) Section 3203 Title 8 "Illness and Injury Prevention Program." Exception: Employers having fewer than 10 employees shall be permitted to communicate to and instruct orally in general

- safe work practices with specific instructions with respect to hazards unique to the employees' job assignments, as compliance with subsection (a) (3).
- b) Section 5193 Title 8. "Blood Borne Pathogens"
 - c) Section 5194 Title 8. "Hazard Communication"
 - d) The above-listed orders establish minimum standards and apply to employment's and places of employment's in California as defined by Labor Code Section 6303; provided, however, that when the Occupational Safety and health Standards Board has adopted or adopts safety orders applying to certain industries, occupations or employment's exclusively, in which like conditions and hazards exist, those orders shall take precedence wherever they are inconsistent with the General Industry Safety Orders hereinafter set forth.
 - e) The above-listed orders, effective 1 July 1991, require the employer to develop, implement and document written programs, as well as requiring initial and recurring employee training and record keeping. The Contractor shall provide to the COR an annual written certification that each employee has received the State-required safety training; that each employee has received the Hepatitis B vaccination; or provide a written certification from any employee who declines the Hepatitis B vaccination.
 - f) Hepatitis B Vaccination: The final rule on Occupation Exposure to Blood Borne Pathogens, 29 CFR Part 1910.1030, states "employers shall make available the Hepatitis B vaccine and vaccination series to all employees who have occupational exposure, and post-exposure evaluation and follow-up to all employees who have had an exposure incident. Under the terms of this contract, the Contractor shall either provide, at no expense to the Government, the required vaccination defined herein, or have a letter of declination on file with the Contractor.
 - g) A copy of this letter shall also be filed with the COR and placed in the COR's contract file, and an additional copy shall be sent to the VA employee physician's office. Following Contractor employee's exposure to a contaminated needle or other sharp object, the employee shall be seen by a physician. Records of treatment and follow-up shall be maintained for the duration of employment by the contractor and for thirty (30) years thereafter. Copies of treatment and follow up records shall be provided to the COR.
2. Handling of Infectious Medical Waste ("Red Bag" Waste and "Sharps" Containers):
 3. The Contractor may be required to collect bio-hazardous "Red Bags" waste (double-bagged) and solid, enclosed "SHARPS" containers from the medical facility exam and treatment rooms, and to deposit the bags and containers in designated bio-hazardous waste container (usually located outside and at the rear of the facility in locked cage or storage facilities). The Contractor shall maintain records on employee training and shall notify the COR appointed under this contract, as to when new annual training is required. The Contractor shall provide a certification of annual training for each employee.

5.4 Contractor's Attire and Identification

1. The Contractor shall wear a standard custodial type uniform which is easily recognizable and clearly distinguish them as the "Contractor." Uniforms shall present a neat, distinctive appearance; shall be clean and maintained in good repair; and shall be worn as designed by the manufacturer. Standard custodial type uniform is defined as collared work short (button-down or polo style) and pants or skirt of twill or similar material (no denim). The Contractor shall wear appropriate footwear that will cover the entire foot for safety purposes.

2. Identification Tags/Cards. The Contractor shall wear on the front of the uniform, clearly readable name identification (ID) logo identifying the contractor's and employee's name. The Government will issue ID cards to the Contractor after background checks have been completed. The Contractor shall obtain "Visitors' Badges" during the interim period via VA Police or Human Resource Department.
3. In special sanitation and/or "isolation" situations, the Contractor may be required to wear special protective clothing and shoe covers, which will be supplied by the medical facility. Such items are to remain the property of the Government and shall not be removed from the premises of the medical facility. They will be received, worn, and turned in or disposed of as directed by the COR. All other safety or protective clothing or equipment shall be provided and maintained by the Contractor at the Contractor's own expense.
4. Contractor's Personal Hygiene: The Contractor's attire and presentation shall be appropriate per industry standard.

5.5 Contractor Training

1. Contractor personnel shall not be assigned to work until they have completed initial orientation and required training as indicated below under item 5.5.2. Exception: An exception will be made during the first sixty (60) days of contract performance, whereby Contractor's employees who have had general janitorial and OSHA training will be permitted to start work at the VA medical facilities, on the condition that the training specified herein shall be completed within sixty (60) days after contract effective date. The Contractor shall provide an initial training plan to the COR for approval. The initial plan shall include topics, brief statement of content and method of training. Documentation verifying the content of such training and orientation shall be transmitted to the COR.
2. Minimum Contractor-Furnished Training: Initial training shall cover the topics listed below. The Contractor shall accomplish the training within 5 work days.
 - a) General orientation of basic bacteriological concepts, including the basics of how disease is caused and transmitted, how it can be prevented, reduced or contained through proper environmental sanitation methods.
 - b) Infection control orientation, relating duty functions to the technical provision of this specification.
 - c) Proper use and handling of germicidal detergents, supplies and equipment.
 - d) Care and maintenance of Contractor and Government-furnished property.
 - e) Familiarization with local fire preventing and safety procedures.
 - f) Familiarization with applicable facility policies/regulations and their effect on sanitation Services.
 - g) Familiarization with the Contractors procedures manual.
 - h) Individual duties and responsibilities.
 - i) Procedures for replenishing cleaning supplies and obtaining equipment repair.
 - j) Role of Contractor's personnel in the facility and their impact on patient care
 - k) Techniques/methods for measuring quality of work performance
 - l) Basic orientation to the facility, function, mission, goals
 - m) Facility emergency fire and disaster program
 - n) Hazardous Communication Standard
 - o) Utility Operation
 - p) Standard Precautions

- q) Emergency Preparedness
 - r) Body Mechanics/Lifting
 - s) Accident Reporting
 - t) Sexual Harassment
 - u) Ethics
 - v) TB-Precautions (PPD Hep B)
 - w) Mercury/Spills
 - x) Radiation Training (Government-furnished)
 - y) Chemo Waste Handling
 - z) Linen exchange services, including proper handling and care of all linens.
3. **Compliance and Business Integrity (CBI) Awareness Training:** The Contractor shall complete initial compliance awareness training within thirty (30) days of contract award effective date. The Contractor shall also meet the annual compliance awareness refresher training. This requirement can be fulfilled by completing the training module available via the following Internet site: <http://www.visn21.va.gov/CBI.asp>.
 4. **Remedial Training:** When notified, the Contractor shall complete remedial training and education to address any detected compliance issues.
 5. **Proof of Training:** The Contractor shall submit proof of training by providing a copy of the training to the COR or designated representative. The COR will retain proof of training in accordance with applicable Records Control Schedule.

5.6 Contractor's Quality Control Plan

1. The Contractor shall establish and maintain a complete quality control program to ensure the requirements of the contract are met. One copy of the Contractor's basic Quality Control Program shall be provided to the COR 30 days after contract award effective date. An updated copy shall be provided the COR as changes occur. The quality control program shall include, but are not be limited to the following:
 - a) An inspection system covering the required services. The plan shall specify the areas to be inspected on either a scheduled or unscheduled basis and how often inspections shall be accomplished.
 - b) The plan shall provide methods for identifying and preventing deficiencies and how the Contractor shall prevent the level of performance from becoming unacceptable.
 - c) On-site records of all inspections conducted by the Contractor and necessary corrective action taken.
 - d) A system to record all inspections conducted by the Contractor and record corrective action. These documents shall be made available to the COR or designated representative during the term of the contract.

5.7 Fire Prevention and Emergency Procedures

1. The Contractor shall take such safety precautions as necessary to protect the lives and health of occupants of the buildings.
2. Any hazardous incidents created by the Contractor shall be corrected immediately.
3. The Contractor shall comply with applicable Federal, State, Local and facility safety and fire regulations and codes which are in effect at the beginning of the contract period. The Contractor

shall keep abreast of and comply with changes in these regulations and codes applicable to the contract.

4. The Contractor shall follow applicable facility policies concerning fire and/or disaster events.
5. Posting Warning Signs: The Contractor shall display approved warning devices in all areas where operations may cause traffic obstruction or personnel hazard. The cleaning of lobbies and corridors, resulting in a temporary wet or slippery floor surface, shall be, appropriately posted with signs and shall be accomplished so that it will not be necessary for personnel or patients to cross the wet surface to gain access to other areas.

5.8 Building Security and Keys

1. The Contractor shall be responsible for safeguarding all Government property provided for the Contractor's use. At the close of each work period, Government facilities, equipment and materials shall be secured.
2. The Government shall provide the Contractor with keys to access the required rooms. Access to restricted areas shall be provided to the Contractor by prior arrangements with the COR. With the exception of keys issued to CEH, keys provided to other Contractor personnel shall not be removed from the premises. Keys shall not be duplicated or issued to any other individuals. All keys not issued for the performance of work being accomplished at the present time shall be secured or returned. The COR or designated representative will perform an inventory of keys assigned to the Contractor at the end of the contract period or as needed. Any keys lost by the Contractor will be replaced by the Government, and the Contractor shall be charged the replacement value of the lost key. The Contractor shall also be responsible for any expense incurred for re-keying of the Facility caused by the lost key. The Contractor shall notify the COR of any lost or suspected lost key within 24 hours.
3. The Contractor shall not lend keys or open locked rooms or areas to permit entrance by persons other than the Contractor's assigned staff. The Contractor shall be responsible for securing areas upon completion of duties. There may be certain areas identified by the COR in which Contractor personnel must immediately notify the COR or Security Personnel if a door is found unlocked.
4. When leaving a work area, the Contractor shall turn off lights if the area is unoccupied unless otherwise directed by the COR. The Contractor shall secure and lock the window(s) before leaving the area and if there is difficulty securing the areas, the Contractor shall notify the COR or designated representative.
5. The Contractor shall comply with the security clearances or access controls imposed.
6. The Contractor shall turn in all lost articles found during the performance of duties to the COR or designated representative.
7. If the contractor does not have access to an area due to either not having a key or otherwise, the contractor shall immediately notify the COR and cc the Contracting Officer in writing, so that appropriate action can be taken.
8. The engineering, IT, and telephone closets are restricted access. The contractor will not have keys to those areas and will require an escort to those areas.

5.9 Interference to Normal Function

The Contractor shall delay or interrupt their work at any time to avoid interference with patient care procedures and the normal function of the facility, including utility services, fire protection systems, and passage of facility patients, personnel, equipment, and carts.

5.10 Damage and Equipment Loss

1. The Contractor shall report damages or disfigurement of Government-owned furnishings, fixtures, equipment, and architectural or building structures to the COR immediately. The Contractor shall provide a written report of any damage or disfigurement to items to the COR or designated representative within 24 hours. The Government will not be responsible for Contractor's equipment or belongings that are lost, stolen or damaged.
2. The Contractor shall use reasonable care to avoid damaging existing buildings, equipment, and vegetation on the Government installation.
3. The Contractor shall use reasonable care or be liable for the cost of repairs and/or replacement of damages to Government-owned equipment, fixtures, furnishings, grounds and architectural or building structures.

5.11 Handling of Government Furniture and Equipment

1. The COR or designated representative will instruct the Contractor what Government items should not to be moved or otherwise handled. Any medical apparatus in use on or by a patient will not be moved or otherwise handled by the Contractor except when prior arrangements have been made with the nurse supervisor.
2. In emergency situations, the Contractor's assistance may be required to help move patients out of harm's way.

5.12 Conservation of Utilities

1. The Contractor shall instruct employees in utilities conservation practices. The Contractor shall be responsible for operating under condition which precludes the waste of utilities, which shall include:
 - a) The Contractor shall not adjust any mechanical equipment controls for heating, ventilation and air conditioning system unless otherwise directed by the COR or designated representative.
 - b) The Contractor shall turn-off all water faucets or valves when not in usage.
 - c) The Contractor shall not use Government telephones for personal reasons.

5.13 Applicable Regulations and Manuals

1. All work under this contract must be performed in accordance with (1) current Joint Commission Manual (JC); (2) Occupational Safety and Health Agency (OSHA); (3) Environmental Protection Agency (EPA) and Hazardous Materials requirements; (4) regulations cited in this Performance Work Statement (PWS) and (5) industry standards.
2. Documents applicable to work described in this section are mandatory and are listed below. The Government will provide the Contractor copies of all regulations, manuals and specifications such as those listed below. Supplements and amendments will be updated and will be considered

to be full force and effective immediately upon receipt by the Contractor. The policies and procedures of mandatory directives shall be adhered to at all times. The Contractor shall insure that all mandatory publications are posted and up to date.

- a) Security Clearances, Access Controls, Identification Badges
- b) Facility policies concerning fire / disaster program.
- c) Parking Requirements
- d) Infection Control Manuals

5.14 Required Security Training

1. All contractor employees and subcontractor employees requiring access to VA information and VA information systems shall complete the following before being granted access to VA information and its systems:
 - a) Sign and acknowledge (either manually or electronically) understanding of and responsibilities for compliance with the Contractor Rules of Behavior, Appendix E relating to access to VA information and information systems;
 - b) Successfully complete the VA Cyber Security Awareness and Rules of Behavior training and annually complete required security training;
 - c) The contractor shall provide to the COR a copy of the training certificates and certification of signing the Contractor Rules of Behavior for each applicable employee within 1 week of the initiation of the contract and annually thereafter, as required.
 - d) Business Associate Agreement (BAA): The Contractor shall execute a BAA upon award of contract. A copy shall be forwarded to the Privacy Officer.

5.15 Information Security Requirements

1. The C&A requirements do apply and that a Security Accreditation Package is required. The vendor will be in contact or will have access to VA sensitive information. VA sensitive information procedures will be followed per VA Handbook 6500.6.
2. Contractors, contractor personnel, subcontractors, and subcontractor personnel shall be subject to the same Federal laws, regulations, standards, and VA Directives and Handbooks as VA and VA personnel regarding information and information system security.
3. Information Security and Privacy Training
 - a) All contractor employees and subcontractor employees requiring access to VA information and VA information systems shall complete the following before being granted access to VA information and its systems;
 - b) Sign and acknowledge (either manually or electronically) understanding of and responsibilities for compliance with the Contractor Rules of Behavior, VA Handbook 6500.6, Appendix E relating to access to VA information and information systems;
 - c) Successfully complete the VA Cyber Security Awareness and Rules of Behavior training and annually complete required security training;
 - d) Successfully complete the appropriate VA privacy training and annually complete required privacy training; and
 - e) Successfully complete any additional cyber security or privacy training, as required for VA personnel with equivalent information system access [to be defined by the VA program official and provided to the contracting officer for inclusion in the solicitation document –

- e.g., any role-based information security training required in accordance with NIST Special Publication 800-16, Information Technology Security Training Requirements.
- f) The contractor shall provide to the contracting officer and/or the COR a copy of the training certificates and certification of signing the Contractor Rules of Behavior for each applicable employee within 1 week of the initiation of the contract and annually thereafter, as required.
 - g) Failure to complete the mandatory annual training and sign the Rules of Behavior annually, within the timeframe required, is grounds for suspension or termination of all physical or electronic access privileges and removal from work on the contract until such time as the training and documents are complete.
4. Contractor Personnel Security Requirements - Information Systems Access
 - a) All contractors, subcontractors, and third-party servicers and associates working with VA information are subject to the same investigative requirements as those of VA appointees or employees who have access to the same types of information. The level and process of background security investigations for contractors must be in accordance with VA Directive and Handbook 0710, Personnel Suitability and Security Program. The Office for Operations, Security, and Preparedness is responsible for these policies and procedures.
 5. Access to and Safeguard of VA Information/Computer Systems
 - a) The contractor/subcontractor shall request logical (technical) or physical access to VA information and VA information systems only to the extent necessary to perform the services specified in the contract, agreement, or task order.
 - b) The contractor or subcontractor must notify the Contracting Officer immediately when an employee working on a VA system or with access to VA information is reassigned or leaves the contractor or subcontractor's employ. The Contracting Officer must also be notified immediately by the contractor or subcontractor prior to an unfriendly termination.
 6. VA Information Custodial Language: Information made available to the contractor or subcontractor by VA for the performance or administration of this contract or information developed by the contractor/subcontractor in performance or administration of the contract shall be used only for those purposes and shall not be used in any other way without the prior written agreement of the VA. This clause expressly limits the contractor/subcontractor's rights to use data as described in Rights in Data- General, FAR 52.227-14(d) (1).
 7. Security Incident Investigation: The term "security incident" means an event that has, or could have, resulted in unauthorized access to, loss or damage to VA assets, or sensitive information, or an action that breaches VA security procedures. The contractor/subcontractor shall immediately notify the COR and simultaneously, the designated ISO and Privacy Officer for the contract of any known or suspected security/privacy incidents, or any unauthorized disclosure of sensitive information, including that contained in system(s) to which the contractor/subcontractor has access.
 8. Badges. The Contractor shall ensure all employees have VA ID Badges (PIV card), access rights, and keys. All costs accrued by the VAPAHCS in reinstating facility security as a result of loss of facility ID badges and keys due to the Contractor's and/or its employees' negligence will be billed to the Contractor. Contractor's employees shall turn in his/her Government issued ID badge to his/her supervisor upon ending employment at the VA. Contractor may also obtain temporary VA ID passes from the VA police while waiting for regular VA PIV card.

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

This solicitation includes VA Notice of Total 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.

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	JAN 2017
52.224-1	PRIVACY ACT NOTIFICATION	APR 1984
52.224-2	PRIVACY ACT	APR 1984
52.228-5	INSURANCE—WORK ON A GOVERNMENT INSTALLATION	JAN 1997
52.232-40	PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS	DEC 2013
52.237-1	SITE VISIT	APR 1984
52.237-2	PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATION	APR 1984
52.245-1	GOVERNMENT PROPERTY	JAN 2017
52.245-9	USE AND CHARGES	APR 2012
852.203-70	COMMERCIAL ADVERTISING	JAN 2008
852.203-71	DISPLAY OF DEPARTMENT OF VETERANS AFFAIRS HOTLINE POSTER	DEC 1992
852.219-10	VA NOTICE OF TOTAL SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS SET-ASIDE	JUL 2016
852.232-72	ELECTRONIC SUBMISSION OF PAYMENT REQUESTS	NOV 2012

C.2 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:

[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.)

[X] (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]

[X] (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).

[X] (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).

[X] (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).

[X] (29) 52.222-35, Equal Opportunity for Veterans (OCT 2015) (38 U.S.C. 4212).

[X] (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.

[X] (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.)

[] (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) 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).

[] (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
Janitor WG-2

Monetary Wage-Fringe Benefits
\$16.74 to \$19.51

☒ (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.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 of expiration.

(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 of expiration; 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.5 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.6 SUPPLEMENTAL INSURANCE REQUIREMENTS

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

(a) Workers' compensation and employers liability: Contractors are required to comply with applicable Federal and State workers' compensation and occupational disease statutes. If occupational diseases are not compensable under those statutes, they shall be covered under the employer's liability section of the insurance policy, except when contract operations are so commingled with a Contractor's commercial operations that it would not be practical to require this coverage. Employer's liability coverage of at least

\$100,000 is required, except in States with exclusive or monopolistic funds that do not permit workers' compensation to be written by private carriers.

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

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

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

(End of Clause)

C.7 IT CONTRACT SECURITY

VA INFORMATION AND INFORMATION SYSTEM SECURITY/PRIVACY

1. GENERAL

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

2. ACCESS TO VA INFORMATION AND VA INFORMATION SYSTEMS

a. A contractor/subcontractor shall request logical (technical) or physical access to VA information and VA information systems for their employees, subcontractors, and affiliates only to the extent necessary to perform the services specified in the contract, agreement, or task order.

b. All contractors, subcontractors, and third-party servicers and associates working with VA information are subject to the same investigative requirements as those of VA appointees or employees who have access to the same types of information. The level and process of background security investigations for contractors must be in accordance with VA Directive and Handbook 0710, Personnel Suitability and Security Program. The Office for Operations, Security, and Preparedness is responsible for these policies and procedures.

c. Contract personnel who require access to national security programs must have a valid security clearance. National Industrial Security Program (NISP) was established by Executive Order 12829 to ensure that cleared U.S. defense industry contract personnel safeguard the classified information in their possession while performing work on contracts, programs, bids, or research and development efforts. The Department of Veterans Affairs does not have a Memorandum of Agreement with Defense Security Service (DSS). Verification of a Security Clearance must be processed through the Special Security Officer located in the Planning and National Security Service within the Office of Operations, Security, and Preparedness.

d. Custom software development and outsourced operations must be located in the U.S. to the maximum extent practical. If such services are proposed to be performed abroad and are not disallowed by other VA policy or mandates, the contractor/subcontractor must state where all non-U.S. services are provided and detail a security plan, deemed to be acceptable by VA, specifically to address mitigation of

the resulting problems of communication, control, data protection, and so forth. Location within the U.S. may be an evaluation factor.

e. The contractor or subcontractor must notify the Contracting Officer immediately when an employee working on a VA system or with access to VA information is reassigned or leaves the contractor or subcontractor's employ. The Contracting Officer must also be notified immediately by the contractor or subcontractor prior to an unfriendly termination.

3. VA INFORMATION CUSTODIAL LANGUAGE

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

b. VA information should not be co-mingled, if possible, with any other data on the contractors/subcontractor's information systems or media storage systems in order to ensure VA requirements related to data protection and media sanitization can be met. If co-mingling must be allowed to meet the requirements of the business need, the contractor must ensure that VA's information is returned to the VA or destroyed in accordance with VA's sanitization requirements. VA reserves the right to conduct on site inspections of contractor and subcontractor IT resources to ensure data security controls, separation of data and job duties, and destruction/media sanitization procedures are in compliance with VA directive requirements.

c. Prior to termination or completion of this contract, contractor/ subcontractor must not destroy information received from VA, or gathered/ created by the contractor in the course of performing this contract without prior written approval by the VA. Any data destruction done on behalf of VA by a contractor/subcontractor must be done in accordance with National Archives and Records Administration (NARA) requirements as outlined in VA Directive 6300, Records and Information Management and its Handbook 6300.1 Records Management Procedures, applicable VA Records Control Schedules, and VA Handbook 6500.1, Electronic Media Sanitization. Self-certification by the contractor that the data destruction requirements above have been met must be sent to the VA Contracting Officer within 30 days of termination of the contract.

d. The contractor/subcontractor must receive, gather, store, back up, maintain, use, disclose and dispose of VA information only in compliance with the terms of the contract and applicable Federal and VA information confidentiality and security laws, regulations and policies. If Federal or VA information confidentiality and security laws, regulations and policies become applicable to the VA information or information systems after execution of the contract, or if NIST issues or updates applicable FIPS or Special Publications (SP) after execution of this contract, the parties agree to negotiate in good faith to implement the information confidentiality and security laws, regulations and policies in this contract.

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

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

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

h. The contractor/subcontractor must store, transport, or transmit VA sensitive information in an encrypted form, using VA-approved encryption tools that are, at a minimum, FIPS 140-2 validated.

i. The contractor/subcontractor's firewall and Web services security controls, if applicable, shall meet or exceed VA's minimum requirements. VA Configuration Guidelines are available upon request.

j. Except for uses and disclosures of VA information authorized by this contract for performance of the contract, the contractor/subcontractor may use and disclose VA information only in two other situations: (i) in response to a qualifying order of a court of competent jurisdiction, or (ii) with VA's prior written approval. The contractor/subcontractor must refer all requests for, demands for production of, or inquiries about, VA information and information systems to the VA contracting officer for response.

k. Notwithstanding the provision above, the contractor/subcontractor shall not release VA records protected by Title 38 U.S.C. 5705, confidentiality of medical quality assurance records and/or Title 38 U.S.C. 7332, confidentiality of certain health records pertaining to drug addiction, sickle cell anemia, alcoholism or alcohol abuse, or infection with human immunodeficiency virus. If the contractor/subcontractor is in receipt of a court order or other requests for the above mentioned information, that contractor/subcontractor shall immediately refer such court orders or other requests to the VA contracting officer for response.

l. For service that involves the storage, generating, transmitting, or exchanging of VA sensitive information but does not require C&A or an MOU-ISA for system interconnection, the contractor/subcontractor must complete a Contractor Security Control Assessment (CSCA) on a yearly basis and provide it to the COR.

4. INFORMATION SYSTEM DESIGN AND DEVELOPMENT

a. Information systems that are designed or developed for or on behalf of VA at non-VA facilities shall comply with all VA directives developed in accordance with FISMA, HIPAA, NIST, and related VA security and privacy control requirements for Federal information systems. This includes standards for the protection of electronic PHI, outlined in 45 C.F.R. Part 164, Subpart C, information and system security categorization level designations in accordance with FIPS 199 and FIPS 200 with implementation of all baseline security controls commensurate with the FIPS 199 system security categorization (reference Appendix D of VA Handbook 6500, VA Information Security Program). During the development cycle a Privacy Impact Assessment (PIA) must be completed, provided to the COR, and approved by the VA Privacy Service in accordance with Directive 6507, VA Privacy Impact Assessment.

b. The contractor/subcontractor shall certify to the COR that applications are fully functional and operate correctly as intended on systems using the VA Federal Desktop Core Configuration (FDCC), and the common security configuration guidelines provided by NIST or the VA. This includes Internet Explorer 7 configured to operate on Windows XP and Vista (in Protected Mode on Vista) and future versions, as required.

c. The standard installation, operation, maintenance, updating, and patching of software shall not alter the configuration settings from the VA approved and FDCC configuration. Information technology staff must also use the Windows Installer Service for installation to the default "program files" directory and silently install and uninstall.

d. Applications designed for normal end users shall run in the standard user context without elevated system administration privileges.

e. The security controls must be designed, developed, approved by VA, and implemented in accordance with the provisions of VA security system development life cycle as outlined in NIST Special Publication 800-37, Guide for Applying the Risk Management Framework to Federal Information Systems, VA Handbook 6500, Information Security Program and VA Handbook 6500.5, Incorporating Security and Privacy in System Development Lifecycle.

f. The contractor/subcontractor is required to design, develop, or operate a System of Records Notice (SOR) on individuals to accomplish an agency function subject to the Privacy Act of 1974, (as amended), Public Law 93-579, December 31, 1974 (5 U.S.C. 552a) and applicable agency regulations. Violation of the Privacy Act may involve the imposition of criminal and civil penalties.

g. The contractor/subcontractor agrees to:

(1) Comply with the Privacy Act of 1974 (the Act) and the agency rules and regulations issued under the Act in the design, development, or operation of any system of records on individuals to accomplish an agency function when the contract specifically identifies:

(a) The Systems of Records (SOR); and

(b) The design, development, or operation work that the contractor/ subcontractor is to perform;

(1) Include the Privacy Act notification contained in this contract in every solicitation and resulting subcontract and in every subcontract awarded without a solicitation, when the work statement in the proposed subcontract requires the redesign, development, or operation of a SOR on individuals that is subject to the Privacy Act; and

(2) Include this Privacy Act clause, including this subparagraph (3), in all subcontracts awarded under this contract which requires the design, development, or operation of such a SOR.

h. In the event of violations of the Act, a civil action may be brought against the agency involved when the violation concerns the design, development, or operation of a SOR on individuals to accomplish an agency function, and criminal penalties may be imposed upon the officers or employees of the agency when the violation concerns the operation of a SOR on individuals to accomplish an agency function. For purposes of the Act, when the contract is for the operation of a SOR on individuals to accomplish an agency function, the contractor/subcontractor is considered to be an employee of the agency.

(1) "Operation of a System of Records" means performance of any of the activities associated with maintaining the SOR, including the collection, use, maintenance, and dissemination of records.

(2) "Record" means any item, collection, or grouping of information about an individual that is maintained by an agency, including, but not limited to, education, financial transactions, medical history, and criminal or employment history and contains the person's name, or identifying number, symbol, or any other identifying particular assigned to the individual, such as a fingerprint or voiceprint, or a photograph.

(3) "System of Records" means a group of any records under the control of any agency from which information is retrieved by the name of the individual or by some identifying number, symbol, or other identifying particular assigned to the individual.

i. The vendor shall ensure the security of all procured or developed systems and technologies, including their subcomponents (hereinafter referred to as "Systems"), throughout the life of this contract and any extension, warranty, or maintenance periods. This includes, but is not limited to workarounds, patches, hotfixes, upgrades, and any physical components (hereafter referred to as Security Fixes) which may be necessary to fix all security vulnerabilities published or known to the vendor anywhere in the Systems, including Operating Systems and firmware. The vendor shall ensure that Security Fixes shall not negatively impact the Systems.

j. The vendor shall notify VA within 24 hours of the discovery or disclosure of successful exploits of the vulnerability which can compromise the security of the Systems (including the confidentiality or integrity of its data and operations, or the availability of the system). Such issues shall be remediated as quickly as is practical, but in no event longer than 3 days.

k. When the Security Fixes involve installing third party patches (such as Microsoft OS patches or Adobe Acrobat), the vendor will provide written notice to the VA that the patch has been validated as not affecting the Systems within 10 working days. When the vendor is responsible for operations or maintenance of the Systems, they shall apply the Security Fixes within 3 days.

l. All other vulnerabilities shall be remediated as specified in this paragraph in a timely manner based on risk, but within 60 days of discovery or disclosure. Exceptions to this paragraph (e.g. for the convenience of VA) shall only be granted with approval of the contracting officer and the VA Assistant Secretary for Office of Information and Technology.

5. INFORMATION SYSTEM HOSTING, OPERATION, MAINTENANCE, OR USE

a. For information systems that are hosted, operated, maintained, or used on behalf of VA at non-VA facilities, contractors/subcontractors are fully responsible and accountable for ensuring compliance with all HIPAA, Privacy Act, FISMA, NIST, FIPS, and VA security and privacy directives and handbooks. This includes conducting compliant risk assessments, routine vulnerability scanning, system patching and change management procedures, and the completion of an acceptable contingency plan for each system. The contractor's security control procedures must be equivalent, to those procedures used to secure VA systems. A Privacy Impact Assessment (PIA) must also be provided to the COR and approved by VA Privacy Service prior to operational approval. All external Internet connections to VA's network involving VA information must be reviewed and approved by VA prior to implementation.

b. Adequate security controls for collecting, processing, transmitting, and storing of Personally Identifiable Information (PII), as determined by the VA Privacy Service, must be in place, tested, and approved by VA prior to hosting, operation, maintenance, or use of the information system, or systems by or on behalf of VA. These security controls are to be assessed and stated within the PIA and if these controls are determined not to be in place, or inadequate, a Plan of Action and Milestones (POA&M) must be submitted and approved prior to the collection of PII.

c. Outsourcing (contractor facility, contractor equipment or contractor staff) of systems or network operations, telecommunications services, or other managed services requires certification and accreditation (authorization) (C&A) of the contractor's systems in accordance with VA Handbook 6500.3, Certification and Accreditation and/or the VA OCS Certification Program Office. Government- owned (government facility or government equipment) contractor-operated systems, third party or business partner networks require memorandums of understanding and interconnection agreements (MOU-ISA) which detail what data types are shared, who has access, and the appropriate level of security controls for all systems connected to VA networks.

d. The contractor/subcontractor's system must adhere to all FISMA, FIPS, and NIST standards related to the annual FISMA security controls assessment and review and update the PIA. Any deficiencies noted during this assessment must be provided to the VA contracting officer and the ISO for entry into VA's POA&M management process. The contractor/subcontractor must use VA's POA&M process to document planned remedial actions to address any deficiencies in information security policies, procedures, and practices, and the completion of those activities. Security deficiencies must be corrected within the timeframes approved by the government. Contractor/subcontractor procedures are subject to periodic, unannounced assessments by VA officials, including the VA Office of Inspector General. The physical security aspects associated with contractor/ subcontractor activities must also be subject to such assessments. If major changes to the system occur that may affect the privacy or security of the data or the system, the C&A of the system may need to be reviewed, retested and re- authorized per VA Handbook 6500.3. This may require reviewing and updating all of the documentation (PIA, System Security Plan, Contingency Plan). The Certification Program Office can provide guidance on whether a new C&A would be necessary.

e. The contractor/subcontractor must conduct an annual self assessment on all systems and outsourced services as required. Both hard copy and electronic copies of the assessment must be provided to the COR. The government reserves the right to conduct such an assessment using government personnel or another contractor/subcontractor. The contractor/subcontractor must take appropriate and timely action (this can be specified in the contract) to correct or mitigate any weaknesses discovered during such testing, generally at no additional cost.

f. VA prohibits the installation and use of personally-owned or contractor/ subcontractor-owned equipment or software on VA's network. If non-VA owned equipment must be used to fulfill the requirements of a contract, it must be stated in the service agreement, SOW or contract. All of the security controls required for government furnished equipment (GFE) must be utilized in approved other equipment (OE) and must be funded by the owner of the equipment. All remote systems must be equipped with, and use, a VA-approved antivirus (AV) software and a personal (host-based or enclave based) firewall that is configured with a VA-approved configuration. Software must be kept current, including all critical updates and patches. Owners of approved OE are responsible for providing and maintaining the anti-viral software and the firewall on the non-VA owned OE.

g. All electronic storage media used on non-VA leased or non-VA owned IT equipment that is used to store, process, or access VA information must be handled in adherence with VA Handbook 6500.1, Electronic Media Sanitization upon: (i) completion or termination of the contract or (ii) disposal or return of the IT equipment by the contractor/subcontractor or any person acting on behalf of the contractor/subcontractor, whichever is earlier. Media (hard drives, optical disks, CDs, back-up tapes, etc.) used by the contractors/ subcontractors that contain VA information must be returned to the VA for sanitization or destruction or the contractor/subcontractor must self-certify that the media has been disposed of per 6500.1 requirements. This must be completed within 30 days of termination of the contract.

h. Bio-Medical devices and other equipment or systems containing media (hard drives, optical disks, etc.) with VA sensitive information must not be returned to the vendor at the end of lease, for trade-in, or other purposes. The options are:

- (1) Vendor must accept the system without the drive;
- (2) VA's initial medical device purchase includes a spare drive which must be installed in place of the original drive at time of turn-in; or
- (3) VA must reimburse the company for media at a reasonable open market replacement cost at time of purchase.
- (4) Due to the highly specialized and sometimes proprietary hardware and software associated with medical equipment/systems, if it is not possible for the VA to retain the hard drive, then;
 - (a) The equipment vendor must have an existing BAA if the device being traded in has sensitive information stored on it and hard drive(s) from the system are being returned physically intact; and
 - (b) Any fixed hard drive on the device must be non-destructively sanitized to the greatest extent possible without negatively impacting system operation. Selective clearing down to patient data folder level is recommended using VA approved and validated overwriting technologies/methods/tools. Applicable media sanitization specifications need to be pre-approved and described in the purchase order or contract.
 - (c) A statement needs to be signed by the Director (System Owner) that states that the drive could not be removed and that (a) and (b) controls above are in place and completed. The ISO needs to maintain the documentation.

6. SECURITY INCIDENT INVESTIGATION

a. The term "security incident" means an event that has, or could have, resulted in unauthorized access to, loss or damage to VA assets, or sensitive information, or an action that breaches VA security procedures. The contractor/ subcontractor shall immediately notify the COR and simultaneously, the designated ISO and Privacy Officer for the contract of any known or suspected security/privacy incidents, or any unauthorized disclosure of sensitive information, including that contained in system(s) to which the contractor/ subcontractor has access.

b. To the extent known by the contractor/subcontractor, the contractor/ subcontractor's notice to VA shall identify the information involved, the circumstances surrounding the incident (including to whom,

how, when, and where the VA information or assets were placed at risk or compromised), and any other information that the contractor/subcontractor considers relevant.

c. With respect to unsecured protected health information, the business associate is deemed to have discovered a data breach when the business associate knew or should have known of a breach of such information. Upon discovery, the business associate must notify the covered entity of the breach. Notifications need to be made in accordance with the executed business associate agreement.

d. In instances of theft or break-in or other criminal activity, the contractor/subcontractor must concurrently report the incident to the appropriate law enforcement entity (or entities) of jurisdiction, including the VA OIG and Security and Law Enforcement. The contractor, its employees, and its subcontractors and their employees shall cooperate with VA and any law enforcement authority responsible for the investigation and prosecution of any possible criminal law violation(s) associated with any incident. The contractor/subcontractor shall cooperate with VA in any civil litigation to recover VA information, obtain monetary or other compensation from a third party for damages arising from any incident, or obtain injunctive relief against any third party arising from, or related to, the incident.

7. LIQUIDATED DAMAGES FOR DATA BREACH

a. Consistent with the requirements of 38 U.S.C. 5725, a contract may require access to sensitive personal information. If so, the contractor is liable to VA for liquidated damages in the event of a data breach or privacy incident involving any SPI the contractor/subcontractor processes or maintains under this contract.

b. The contractor/subcontractor shall provide notice to VA of a "security incident" as set forth in the Security Incident Investigation section above. Upon such notification, VA must secure from a non-Department entity or the VA Office of Inspector General an independent risk analysis of the data breach to determine the level of risk associated with the data breach for the potential misuse of any sensitive personal information involved in the data breach. The term 'data breach' means the loss, theft, or other unauthorized access, or any access other than that incidental to the scope of employment, to data containing sensitive personal information, in electronic or printed form, that results in the potential compromise of the confidentiality or integrity of the data. Contractor shall fully cooperate with the entity performing the risk analysis. Failure to cooperate may be deemed a material breach and grounds for contract termination.

c. Each risk analysis shall address all relevant information concerning the data breach, including the following:

- (1) Nature of the event (loss, theft, unauthorized access);
- (2) Description of the event, including:
 - (a) date of occurrence;
 - (b) data elements involved, including any PII, such as full name, social security number, date of birth, home address, account number, disability code;
- (3) Number of individuals affected or potentially affected;
- (4) Names of individuals or groups affected or potentially affected;

(5) Ease of logical data access to the lost, stolen or improperly accessed data in light of the degree of protection for the data, e.g., unencrypted, plain text;

(6) Amount of time the data has been out of VA control;

(7) The likelihood that the sensitive personal information will or has been compromised (made accessible to and usable by unauthorized persons);

(8) Known misuses of data containing sensitive personal information, if any;

(9) Assessment of the potential harm to the affected individuals;

(10) Data breach analysis as outlined in 6500.2 Handbook, Management of Security and Privacy Incidents, as appropriate; and

(11) Whether credit protection services may assist record subjects in avoiding or mitigating the results of identity theft based on the sensitive personal information that may have been compromised.

d. Based on the determinations of the independent risk analysis, the contractor shall be responsible for paying to the VA liquidated damages in the amount of \$37.50 per affected individual to cover the cost of providing credit protection services to affected individuals consisting of the following:

(1) Notification;

(2) One year of credit monitoring services consisting of automatic daily monitoring of at least 3 relevant credit bureau reports;

(3) Data breach analysis;

(4) Fraud resolution services, including writing dispute letters, initiating fraud alerts and credit freezes, to assist affected individuals to bring matters to resolution;

(5) One year of identity theft insurance with \$20,000.00 coverage at \$0 deductible; and

(6) Necessary legal expenses the subjects may incur to repair falsified or damaged credit records, histories, or financial affairs.

8. SECURITY CONTROLS COMPLIANCE TESTING

On a periodic basis, VA, including the Office of Inspector General, reserves the right to evaluate any or all of the security controls and privacy practices implemented by the contractor under the clauses contained within the contract. With 10 working-day's notice, at the request of the government, the contractor must fully cooperate and assist in a government-sponsored security controls assessment at each location wherein VA information is processed or stored, or information systems are developed, operated, maintained, or used on behalf of VA, including those initiated by the Office of Inspector General. The government may conduct a security control assessment on shorter notice (to include unannounced assessments) as determined by VA in the event of a security incident or at any other time.

9. TRAINING

a. All contractor employees and subcontractor employees requiring access to VA information and VA information systems shall complete the following before being granted access to VA information and its systems:

(1) Sign and acknowledge (either manually or electronically) understanding of and responsibilities for compliance with the Contractor Rules of Behavior, Appendix E relating to access to VA information and information systems;

(2) Successfully complete the VA Cyber Security Awareness and Rules of Behavior training and annually complete required security training;

(3) Successfully complete the appropriate VA privacy training and annually complete required privacy training; and

(4) Successfully complete any additional cyber security or privacy training, as required for VA personnel with equivalent information system access [to be defined by the VA program official and provided to the contracting officer for inclusion in the solicitation document - e.g., any role-based information security training required in accordance with NIST Special Publication 800-16, Information Technology Security Training Requirements.]

b. The contractor shall provide to the contracting officer and/or the COR a copy of the training certificates and certification of signing the Contractor Rules of Behavior for each applicable employee within 1 week of the initiation of the contract and annually thereafter, as required.

c. Failure to complete the mandatory annual training and sign the Rules of Behavior annually, within the timeframe required, is grounds for suspension or termination of all physical or electronic access privileges and removal from work on the contract until such time as the training and documents are complete.

(End of Clause)

SECTION D - CONTRACT DOCUMENTS, EXHIBITS, OR ATTACHMENTS

See attached document: Attach 1 QASP.

See attached document: Attach 2 Site Drawings.

See attached document: Attach 3 Contractor Security Requirements.

See attached document: Attach 4 Discrepancy Report.

See attached document: Attach 5 Customer Feedback.

See attached document: Attach 6 Campus Map.

See attached document: Attach 7 Wages.

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>
52.204-7	SYSTEM FOR AWARD MANAGEMENT	OCT 2016
52.204-16	COMMERCIAL AND GOVERNMENT ENTITY CODE REPORTING	JUL 2016
52.209-7	INFORMATION REGARDING RESPONSIBILITY MATTERS	JUL 2013
52.212-1	INSTRUCTIONS TO OFFERORS—COMMERCIAL ITEMS	JAN 2017
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
852.233-70	PROTEST CONTENT/ALTERNATIVE DISPUTE RESOLUTION	JAN 2008
852.233-71	ALTERNATE PROTEST PROCEDURE (MAY 2010) NOTE	MAY 2010
852.233-71	ALTERNATE PROTEST PROCEDURE	JAN 1998
852.270-1	REPRESENTATIVES OF CONTRACTING OFFICERS	JAN 2008
852.271-70	NONDISCRIMINATION IN SERVICES PROVIDED TO BENEFICIARIES	JAN 2008

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:

SUBMISSION INSTRUCTIONS**(a) General Instructions**

(1) Electronic Submissions: Contractors must email their quote to Michael Hodahkwen at michael.hodahkwen@va.gov. Include the solicitation number in the Subject line. Any attachments must be readable using Microsoft Office or Adobe PDF. The size of the email is limited to 5 megabytes (MB) but multiple emails are allowable. Quotes must be submitted electronically and will not be accepted through fax or postal mail.

(2) All questions regarding this solicitation should be emailed to michael.hodahkwen@va.gov no later than three business days prior to the quote due date.

(b) Selection Process

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

(2) 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 high technical capability and past performance, while also providing a competitive price.

(c) Quote Package Contents

(1) The quote package should address all the information listed in the evaluation factors under 52.212-2. There is not a required format that the information must be presented in. We will be focused on the content of the quote and whether it addressed all the evaluation factors.

(2) For the technical capability factor, the quote package should demonstrate the contractor's staffing approach. The quote should indicate how many janitors the contractor will use to accomplish the work tasks, how much supervision will be performed, and the qualifications of the Certified Executive Housekeeper. The quote should not simply restate the Performance Work Statement. Simply restating the Performance Work Statement will not be evaluated favorably.

(3) For the past performance factor, the past performance surveys can be incorporated into the quote package. Please include at least three but not more than five recent (within the past five years) and relevant (similar in size and scope) completed surveys. The surveys do not need to be submitted directly to the Contracting Officer/Specialist from the individual that completed the survey. The completed surveys can be compiled by the contractor and submitted as part of the quote package.

(4) The pricing information will consist of the unit prices in the price schedule. The vendors will provide a unit price consisting of a flat monthly rate and complete the total column.

(End of Addendum to 52.212-1)

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

(a) The Government will award a contract resulting from this solicitation to the responsible contractor whose quote conforming to the solicitation will be most advantageous to the Government, price and other factors considered. The following factors will be used to evaluate the quotes:

- 1) Factor #1, Technical Capability
- 2) Factor #2, Past Performance
- 3) Factor #3, Price

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 high technical capability and past performance, while also providing a competitive price.

FACTOR 1 – Technical Capability

The quotes will be evaluated using the information submitted in the quote addressing the staffing approach from the vendor.

FACTOR 2 – Past Performance

Past performance will be reviewed to determine if the previous work was recent (within the past 5 years) and relevant (similar size and type of work). Past performance information will also be reviewed to determine the overall trend in the ratings of quality for previous contracts.

FACTOR 3 – Price

When submitting pricing information, the contractor will provide a flat monthly rate in accordance with the price schedule. In evaluating the contractor's price, the Government's determination will include whether the price reflects a clear understanding of the requirements, is consistent with the information provided in the contractor's quote, and is reasonable in comparison with other quotes that have been submitted in response to the solicitation.

(End of Provision)

E.3 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:

Michael Hodahkwen
michael.hodahkwen@va.gov

Hand-Carried Address:

Department of Veterans Affairs
Network Contracting Office 21
3230 Peacekeeper Way, Bldg 209
McClellan CA 95652

Mailing Address:

Department of Veterans Affairs
Network Contracting Office 21
3230 Peacekeeper Way, Bldg 209
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)