

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30				1. REQUISITION NO.		PAGE 1 OF 41	
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE		4. ORDER NO.		5. SOLICITATION NUMBER 36C26218R0237	
7. FOR SOLICITATION INFORMATION CALL:		a. NAME LEE TANNER		b. TELEPHONE NO. (No Collect Calls) (562) 766-2206		6. SOLICITATION ISSUE DATE 01-24-2018	
9. ISSUED BY Department of Veterans Affairs Network Contracting Office 22 4811 Airport Plaza Drive Suite 600 Long Beach CA 90815				10. THIS ACQUISITION IS <input type="checkbox"/> UNRESTRICTED OR <input checked="" type="checkbox"/> SET ASIDE: 100 % FOR: <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input checked="" type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM <input type="checkbox"/> EDWOSB <input type="checkbox"/> 8(A) NAICS: 812930 SIZE STANDARD: \$38.5 Million			
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input checked="" type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS		13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) <input type="checkbox"/>		13b. RATING N/A	
15. DELIVER TO Department of Veterans Affairs VA San Diego Healthcare System 3350 La Jolla Village Drive San Diego, CA 92161		16. ADMINISTERED BY Department of Veterans Affairs Network Contracting Office 22 4811 Airport Plaza Drive Suite 600 Long Beach CA 90815		14. METHOD OF SOLICITATION <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input checked="" type="checkbox"/> RFP			
17a. CONTRACTOR/OFFEROR		18a. PAYMENT WILL BE MADE BY		17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER <input type="checkbox"/>			
TELEPHONE NO.		DUNS:		DUNS+4:		18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM	
19. ITEM NO.		20. See CONTINUATION Page SCHEDULE OF SUPPLIES/SERVICES		21. QUANTITY		22. UNIT	
23. UNIT PRICE		24. AMOUNT		VALET PARKING SERVICES FOR VA SAN DIEGO HEALTHCARE SYSTEM AND MISSION VALLEY OUTPATIENT CLINIC Set aside for Service Disabled Veteran Owned Small Business This is a request for proposal (RFP). All proposals shall be submitted no later than 02/08/2018, 10:00AM PDT Offers shall be submitted (PDF files only) via email to Contract Specialist, Lee Tanner at lee.tanner@va.gov Submit pricing on B.2 Schedule of Services and Price. Site Visit on 01/30/2018 see E.1.1 Periods of performance: Base Year : February 26, 2018 to February 27, 2019 Option Year 1: February 26, 2019 to February 27, 2020 Option Year 2: February 26, 2020 to February 27, 2021 Option Year 3: February 26, 2021 to February 27, 2022 Option Year 4: February 26, 2022 to February 27, 2023 (Use Reverse and/or Attach Additional Sheets as Necessary)			
25. ACCOUNTING AND APPROPRIATION DATA See CONTINUATION Page				26. TOTAL AWARD AMOUNT (For Govt. Use Only)			
27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA <input checked="" type="checkbox"/>				27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA <input type="checkbox"/>			
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 1 COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED <input checked="" type="checkbox"/>				29. AWARD OF CONTRACT: REF. OFFER DATED (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN IS ACCEPTED AS TO ITEMS: <input type="checkbox"/>			
30a. SIGNATURE OF OFFEROR/CONTRACTOR				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)			
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)		30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) SANDRA FUSCO CONTRACTING OFFICER		31c. DATE SIGNED	

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SECTION A - CONTINUATION OF SF 1449 BLOCKS**CONTRACT ADMINISTRATION DATA**

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

(a) **CONTRACTOR:** Name and Position Title:

Company Name:

Address:

Telephone number:

Email:

(b) **GOVERNMENT:** Department of Veterans Affairs, Network Contracting Office 22

Lee Tanner, Contract Specialist

4811 Airport Plaza Drive Suite 600

Long Beach CA 90815

Telephone number: (562) 766-2206

Email: lee.tanner@va.gov

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

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

☐ 52.232-36, Payment by Third Party

3. INVOICES: Invoices shall be submitted in arrears:

a. Quarterly ☐

b. Semi-Annually ☐

c. Other ☒ Monthly

4. GOVERNMENT INVOICE PROCESSING: Please contact Tungsten at the phone number or email address listed below to begin submitting your electronic invoices to the VA Financial Services Center for payment processing. If you have any questions 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

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

AMENDMENT NUMBER	DATE

6. DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER: In accordance with FAR Provision 52.212-1 paragraph (j), please provide the Dun and Bradstreet Number assigned to your firm in the space provided below:

DUNS# ____ - ____ - ____ - ____ - ____ - ____ - ____ - ____

SECTION B – STATEMENT OF WORK

B.1.1 DEFINITIONS

a. Critical lot:

The critical access parking lot (when applicable) is intended to provide traditional valet parking to pre-screened authorized personnel and visitors that require immediate access to the Medical Center.

b. Front-Door Cart Shuttle Service(s):

These services shall include, but are not limited to, transporting patients and other authorized personnel from the valet parking drop-off area(s) to the Hospital main entrance(s).

c. Full Valet Parking Services:

These services shall include, but are not limited to, greeting, ticketing, securing keys, providing a booth, signage, cones and other supplies and/or professional materials necessary to park an individual's vehicle by a valet parking attendant.

d. Modified Valet Parking Services:

These services shall only be utilized when authorized by the COR. Modified valet parking services shall include, having the driver of a vehicle self-park their vehicle in a designated valet parking area at the direction of the Valet Attendant. When authorized single or double stack parking may be utilized. The Valet Attendant shall retrieve all vehicle keys from the driver upon exiting the car. The contractor shall be required to manage the single or double stacked vehicles as necessary for efficient operation, to include relocating and unstacking the double stacked vehicles and deliver the vehicle at the valet booth.

e. Temporary sign:

A sign that is not anchored to the ground, or any other surface, and that can be strategically moved by the vendor.

f. Parking Area:

Parking structures, land or parking lots located at the participating facilities (see section B.1.4) designated by the COR where cars or other vehicles may be left or parked temporarily.

B.1.2 GENERAL SCOPE

The Contractor shall provide all labor supplies, materials, transportation, supervision, support vehicles, and other non-personal services required to provide full valet parking and front door cart shuttle services for eligible beneficiaries, authorized personnel and visitors at VA San Diego Healthcare System (VASDHS and Mission Valley Outpatient Clinic).

B.1.3 CONTRACTOR REQUIREMENTS

This section shall set forth specific requirements and responsibilities to be performed by the Contractor.

- a. The Contractor shall make logistical and staffing adjustments as necessary in accordance with the daily parking needs of VASDHS and Mission Valley Outpatient Clinic. The Contractor is responsible for allocating Staff between the participating facilities (see B.1.4), and their designated drop-off sites, in order to meet workload demands.
- b. The Contractor shall provide the appropriate number of employees to provide consistent, responsive, secure and efficient valet parking services.

B.1.4 PARTICIPATING FACILITIES

LOCATION NAME	LOCATION ADDRESS
VA San Diego Healthcare System	3350 La Jolla Village Drive, San Diego, CA 92161
Mission Valley Outpatient Clinic	8810 Rio San Diego Drive, San Diego, CA 92108

B.1.5 SPECIFIC REQUIREMENTS

B.1.5.1 GENERAL VALET PROCEDURES

1. EFFICIENT SERVICE:

The Contractor shall staff the valet parking operation with an appropriate number of employees as necessary, ensuring an efficient and safe operation. Any increase in the number of valet parking personnel necessary to meet the seven (7) minute requirement shall be provided at no additional cost to the Government. An efficient operation is defined as:

- a. No vehicle waits more than seven (7) minutes to be valet-parked, nor more than seven (7) minutes to be retrieved.
- b. The seven (7) minute period begins for parking as soon as the vehicle queues itself into the valet staging area. Performance is complete when the vehicle has been processed and driven out of the queue area by the Contractor.
- c. The seven (7) minute retrieval period begins as soon as the patient queues themselves into the retrieval line, and is complete as soon the patient is presented with their idling vehicle.

2. VALET BOOTHS:

- a. A Valet Attendant is required to be at each valet booth at all times during normal operations, and shall not be included in the staffing for parking vehicles. Valet parking booths shall not be left unattended.
- b. The Contractor shall have a booth at each drop-off area and in areas designated as valet parking areas by the COR.

3. VEHICLES:

The Contractor shall service every vehicle **excluding** ambulances, VA transportation vans, taxis, oversized vehicles (i.e. recreational vehicles (RVs) or semi-tractor trailers) and other commercial vehicles of vendors conducting business at the participating facility.

4. CLAIM TICKET:

Part of the claim ticket shall be given to each driver. After parking the vehicle, the attendant shall write the vehicle description, location and other pertinent information (which in certain cases may include 1st and last name of driver and cell phone number) on the other portion of the claim ticket to aid in locating the vehicle when the customer requests it. The claim tickets provided by contractor shall be sequentially numbered so as to differentiate tickets respective to each valet customer's vehicle. Numbered claim tickets will also aid in tracking purposes to provide statistics of the number of vehicles parked each day; with the beginning and ending numbers recorded each day and shall be provided to COR weekly.

5. EQUIPMENT:

- a. The Contractor shall provide professional valet booths and or podiums to designate the valet parking service location.
- b. The Contractor shall provide lockable key cabinets for the securing of keys.
- c. The Contractor shall provide safety cones to direct the flow of traffic for valet parking services.
- d. The Contractor shall provide VA approved signs to designate valet parking areas. All signs shall be at least 30" x 30" in size. Hand-written signs shall not be utilized for valet services.
- e. The Contractor shall provide claim tickets at no extra cost to the Government. Claim tickets shall contain the valet Company's liability disclaimer.
- f. The Contractor shall provide shelter(s) for valet employees, eligible beneficiaries, authorized personnel and visitors from the sun and inclement weather (canopies, tents). The Contractor shall inform the COR upon acceptance of award what will be utilized to protect valet employees, eligible beneficiaries, authorized personnel and visitors from the sun and inclement weather. The contractor shall replace canopies or tents which become damaged due to the conditions of the environment or inclement weather at no additional cost to the government within three business days when requested by the COR.
- g. All materials and supplies utilized by the Contractor shall be approved by the COR prior to use.
- h. Locking key cabinet(s), safety cones, signs, post, chains to separate parking areas, comment cards, claim tickets, podiums, canopies, tents, sun/rain protection, and other miscellaneous supplies/material necessary to operate and manage the valet services shall be approved by the COR.
- i. The Contractor shall provide VA approved walkie-talkies or radios for Contractor valet personnel use.
- j. The Contractor shall provide three (3) Golf Cart Shuttles with a minimum of six (6) interior seats for front door cart shuttle services.

6. PARKING PROCEDURES:

- a. All vehicles parked by a contract parking attendant(s) shall be locked and secured when an attendant is not physically inside the passenger cabin or operating the vehicle.
- b. Driver's keys shall be immediately secured in the valet booth(s) locking key cabinet(s).
- c. Valet Attendants shall only park vehicles in the designated parking areas for valet parking services.
- d. The Contractor shall double stack vehicles safely and efficiently when parking in order to maximize the space available.
- e. The Government reserves the right to change the designated parking lots and areas for valet services due to construction, road and parking closures, and/or unanticipated circumstances. In the event that the number of valet parking attendants need to be increased as a result of this change, the Government shall provide the contractor prior notice within fourteen (14) days. Any

changes in contract price shall be approved and authorized by the Contracting Officer prior to proceeding through the issuance of a supplemental agreement.

7. PATIENT ASSISTANCE:

Valet parking attendants shall be required to assist parking patrons getting in and out of their vehicles as well as assisting with removal of wheelchairs, walkers, carts, bags and/or personal medical equipment from vehicles if requested. Valet parking attendants shall provide minimal assistance but shall not be required to lift or pick up patients in and out of their vehicles.

8. TIPPING:

The Contractor shall provide all services at no additional charge and tipping shall not be accepted by Contractor Staff. The acceptance of tips is strictly prohibited by Contractor Staff.

B.1.5.2 ELECTRIC VEHICLE REQUIREMENT

CONTRACTOR PROVIDED ELECTRIC VEHICLES

1. The Contractor shall provide three (3) electric vehicles for the Front-Door Cart Shuttle service(s). During periods of high demand daily or when required by necessity a minimum of two (2) carts shall operate either concurrently or simultaneously to appropriately handle customer demand for front door cart shuttle services. The Government may provide a grace period for the Contractor to procure three (3) electric vehicles.
2. The Contractor shall ensure the Contractor provided electric vehicles meet the following salient characteristics:
 - a. The manufacture date of the vehicle shall be 2015 or newer Year/Model for the duration of this contract including options.
 - b. Electric Vehicles with six forward facing seats.
 - c. Safety Features that include operational lights, safety belts, top/roof for sun/weather protection.
3. The Contractor shall provide all necessary labor, materials, supplies, repair parts, tools, equipment, transportation, and supervision to provide all intervening repair services, scheduled maintenance services, scheduled preventive maintenance inspections (PMI), and replacement of worn or defective parts for all Contractor owned electric vehicles. All vehicle services shall be based on the equipment manufactures recommended service and preventive maintenance procedures and schedules.
4. The Contractor shall provide the labor and supervision to conduct a driver's pre- inspection check prior to operating Contractor provided electric vehicles to include seatbelt functionality, brake operation, windshield and wiper blades (if applicable), head lights/driving headlights, brake lights/turn signals, tire wear/inflation, horn, and chocks, bricks or boards (if applicable) to prevent vehicle from rolling off an incline. All vehicle checks shall be based on the equipment manufactures recommendations
5. The Contractor shall ensure continuous vehicle availability to provide uninterrupted Front-Door Cart Shuttle services by offering a same day replacement when one of the two primary electric vehicles becomes out of order and the 3rd electric vehicle cannot be utilized.

B.1.5.3 FRONT-DOOR CART SHUTTLE SERVICE PROCEDURES

1. The Contractor shall perform Front-Door Cart Shuttle services, at VA San Diego Healthcare System during the service hours stated in B.1.5.6.
2. The Contractor shall provide two (2) front door cart shuttle drivers to drive two separate electric vehicles as needed for passenger pick up and drop off within the parking areas to ensure front-door cart shuttle service. The front door cart shuttle drivers shall not be assigned duties as a valet parking attendants.
3. The COR shall designate the Hospital Main Entrances to serve as pick-up/drop-off points to shuttle patients and other authorized personnel; when applicable the COR may designate additional locations throughout the parking areas to be established.
4. The Contractor shall ensure all passengers on the electric vehicles remain seated with their seat belts buckled at all times. The electric vehicles shall not move until all passengers are seated and secured safely.
5. The cart shall come to a complete stop, the brake shall be fully engaged, and the driver of the cart shall exit the cart and face the passengers prior to any passenger entering or exiting the electric vehicle.
6. The driver of the electric vehicle shall not resume operation(s) of the electric vehicle until all exited passengers have cleared from the surrounding area so as to prevent injury should inertia cause the electric vehicle to roll forwards or backwards after a brake is released but power has yet to be supplied even though the accelerator may not have been depressed.
7. All electric vehicles shall be operated at a safe rate of speed while complying with all posted speed limits on VA premises, at all times.
8. Daily inspections of the electric vehicles shall be performed by the Contractor with a log of such inspections kept and issued to the COR upon request.

B.1.5.4 PARKING AREA REQUIREMENTS

1. The vendor is not required to furnish parking areas. The designated valet parking areas to be used on this contract shall be designated by the Government.
2. No alterations to the parking areas or parking lot stripping shall be permitted. If parking area alterations will be required, the Contractor shall notify the Contracting Officer in writing with the recommended changes. If the recommended changes are approved, the Contractor shall be notified in writing by the Contracting Officer.
3. Parking areas for the performance of the required services may be changed, relocated, or modified by the Contracting Officer based on the needs of the Government such as scheduled construction projects, availability of new parking structures, patient traffic flow, and changes in the number of vehicles parked per day.
4. The Contractor shall have complete control of vehicles parked in designated parking areas in order to maximize the space available and facilitate operations with one exception; employee vehicles (see B.1.5.4.10). The Contractor shall be required to double stack vehicles in order to maximize the

space available. The Contractor shall also be responsible for parking control and monitoring the designated parking areas assigned for full valet parking services.

5. The Contractor shall provide full valet parking services at designated parking areas upon request from the COR.
6. The Contractor shall provide full valet parking services at the Critical Access parking lot (when applicable).
7. The Contractor shall provide modified valet parking services at designated parking areas upon request from the COR.
8. Patients driving buses or large motor vehicles shall be directed to self-park their vehicles in the parking areas designated by VA Police. The Contractor shall not be required to park these vehicles.
9. The Contractor may decline to park the following types of vehicles and shall instead direct the drivers of such vehicles to self-park in non-valet parking areas at VASDHS.
 - a. Vehicles modified to accommodate a specific disability for the driver which cannot be operated without additional training.
 - b. Vehicles which lack a functional seat belt or unsafe to drive.
 - c. Vehicles which do not have fully functioning doors, windows, or locks.
10. In an effort to maximize available parking spaces, Contractor's employees' personally owned vehicles shall not be physically parked at the exact site or location for which the work is to be performed. Available parking areas for the facilities or clinics specified in the contract may be restricted by seniority or reduced overall due to on-going construction demand(s). As such Contractor employees' shall park at an off-site location (of choice) with no associated costs (e.g. daily or monthly parking space rental or monetary compensation for travel time to and from off-site location) borne by the Government. Although the Government may have a procured off-site parking location, the Government is not responsible for ensuring sufficient space available or occupancy exists for Contractor employee' utilization.

B.1.5.5 SIGNAGE PROCEDURE

1. All signs shall be at least 30" x 30" and hand-written signs shall not be allowed.
2. Provide and install a minimum of two (2) "No Tipping" signs.
3. Provide and install a minimum of two (2) "Insurance Liability" signs for vehicle damage claim process.
4. Provide and install a minimum of two (2) signs explaining the After-Hour Procedures.
5. Provide temporary signs that shall be used to assist the flow of traffic, redefine the layout of the parking lot and prevent self-parking drivers from parking in unauthorized areas within the designated valet parking lot:
 - a. Minimum of four (4) each "Exit" and "Entrance" signs.

- b. Minimum of four (4) each “Patient Parking only” signs.
 - c. Minimum of four (4) each “Valet Closed” signs.
11. The Contractor shall not install any signs without the prior guidance or written consent from the Contracting Officer or the designated COR.
12. The Contractor shall provide valet parking signs that shall be set-up each morning of operation and removed at the end of each day.

B.1.5.6 SERVICE HOURS

1. VA San Diego Healthcare System:
Monday through Friday from 6:00 a.m. to 5:00 p.m. and 5:00 p.m. to 7:00p.m. turning over keys to customers. Peak patient traffic hours are 9:00 a.m. to 1:00 p.m. National holidays excluded.
2. Mission Valley Outpatient Clinic:
Monday through Friday from 8:00 a.m. to 5:00 p.m. (full valet services). Peak patient traffic hours are 8:30 a.m. to 11:30 a.m. National holidays excluded.
 - a. The hours of operation may be periodically adjusted based upon volume and demand.
 - b. The Contractor may not close the valet during service hours without written authorization from the Contracting Officer or the COR.
3. NATIONAL HOLIDAYS:
The Contractor is not required to provide services on the following National Holidays nor shall the Contractor be paid for these holidays:

New Year's Day	January 1
Martin Luther King's Birthday	Third Monday in January
President's Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Columbus Day	Second Monday in October
Veterans Day	November 11
Thanksgiving Day	Fourth Thursday in November
Christmas Day	December 25

4. When a holiday falls on a Sunday, the following Monday shall be observed as a legal holiday by U.S. Government agencies. When a holiday falls on a Saturday, the preceding Friday shall be observed as a legal holiday by U.S. Government agencies. Also included would be any other day specifically declared by the President of the United States as a National Holiday.

B.1.5.7 AFTER HOURS PROCEDURES

1. VA Police shall assume custody of keys from the Contractor for any valet parked vehicles still on premises after valet parking and front door cart shuttle service hours at the VA San Diego Healthcare System La Jolla location only. At the Mission Valley Outpatient Clinic location valet personnel will advise customers of established hours. Every attempt will be made to return vehicles and/or vehicle keys to customers prior to ceasing operations each day as VA Police are not present at this location and vehicles and/or vehicle keys left under valet control may only be returned to customers the following business day within established valet operational hours.
2. The Valet Parking Supervisor shall be required to turn in keys of all unclaimed vehicles still on the premises after valet parking hours to the COR (or designee) at the VA San Diego Healthcare System La Jolla location only. In order to maintain integrity of the vehicles, the Contractor shall seal each set of keys and associated ticket number in an individual envelope. Envelopes shall be supplied by the Contractor. The outside of the envelope shall bear a description of the parked vehicle's location so the customer may easily locate and retrieve the vehicle. An inventory log of all remaining vehicles and associated ticket numbers shall be provided to the COR (or designee). Owners of these vehicles shall pick up their keys at the VA Police or by calling (858) 642-3647 for information on Key Pick-Up after hours.
3. The Contractor shall re-locate all remaining valet parked vehicles belonging to eligible beneficiaries to the designated valet drop off area.

B.1.5.8 SPECIAL EVENTS PROCEDURES

The Contractor shall be required to adjust the level of parking staff and valet parking service hours at no additional charge to the Government to accommodate the workload or extra vehicle volume during special events. The Contractor shall be notified in advance of any special events which might cause parking problems as a result of additional patients, patrons, or visitors at the participating facilities.

B.1.5.9 REPORTING PROCEDURES

1. The Contractor shall submit monthly reports to the COR within five (5) days of the end of the month. Reports to the COR shall be either hand-delivered or submitted electronically via email to the COR (or designee). The reports shall be legible and easy to understand. Reports shall be signed by the authorized representative of the Contractor.
2. The reports shall include, but are not limited to, the following:
 - a. Summary of the number of vehicles valet parked by date, for all valet areas.
 - b. A final summary sheet which includes the total number of vehicles, for all valet areas.
 - c. Any unusual events by date. This shall include any accidents or special situations with patients, visitors, VA employees, or VA volunteers.
 - d. Reports or incidences in which the assistance of the VA Police was requested.
 - e. Report the number of daily inspections performed on the vehicles, used for front-door cart shuttle services, deficiencies and whether these deficiencies were mitigated or not. Daily inspections shall be performed by Valet on-site Supervisor and documented.

- f. Failure to provide these reports as required may result in a delay of verifying invoices and payment to the Contractor.
 - g. The Contractor shall disclose the status of all open claims for vehicle damage or lost/misplaced property.
3. The Contractor shall provide a sample of the types of report forms used on similar projects for approval at the Post-Award Conference for approval.
 4. Records of valet parking activity shall be maintained on a daily basis to facilitate the creation of the reports. This information shall provide documentation for appropriate staffing levels, as well as serve as a mechanism to adjust the service to meet customer demand and to reduce cost if possible.

B.1.5.10 PROTOCOL FOR INCIDENTS

1. The Contractor shall immediately report any motor vehicle accidents or theft/misplaced property claims to the COR.
2. All incidents reported by customers shall be directed to and handled by the on-site Supervisor who shall immediately notify the COR.

B.1.5.11 CLAIMS, COMPLAINTS AND DISRUPTIVE BEHAVIOR

1. Any claims of damage or missing/stolen property involving patient/customer's vehicles shall be the responsibility of the Contractor. The GOVERNMENT assumes no responsibility for such claims. All claims shall be addressed within five (5) working days, unless extenuating circumstances warrant additional time and that time is authorized by the COR.
2. The Contractor shall promptly and courteously respond to complaints within twenty-four (24) hours including complaints brought to Contractor's attention by the Contracting Officer. The Contractor shall maintain a written record of all complaints, both written and oral, indicating the identity of the individual, the nature of the complaint, and Contractor's response. The Contractor shall permit the Government to inspect such records upon reasonable notice.
 - a. All vehicle accidents or theft claims shall be immediately reported to VA Police and the COR.
 - b. The Contractor shall be completely liable for all vehicle damages that occurred while in the possession of the valet staff and/or service. All vehicle damage claims brought to the attention of the Contractor personnel shall be immediately investigated and validated claims shall be processed for settlement.
 - c. The Contractor shall be financially liable to replace lost or misplaced keys in addition to being responsible for the transportation of the vehicle owner and passengers to their place of residence when the owners vehicle cannot be utilized for transportation.
 - d. The Contractor shall be financially responsible to provide services for retrieval of all keys locked in vehicles by Contractor's Staff.

- e. The Contractor shall provide the Claimant with a Valet Claim Receipt that shall include the following:

VALET CLAIM RECIEPT	
Company Name	
Supervisor on Duty	
Claim Point of Contact (POC)	
POC Phone number	
Date and Time of the incident.	
Details:	

3. The Contractor shall provide adequate on site supervision at all times in order to handle disruptive behavior of any parking attendant performing under the contract.
4. The Contractor shall agree to permanently remove any member of its parking Staff from performing work associated with this contract at the discretion of the Contracting Officer, the employee poses a health and/or safety risk, or if the COR disapproves of the conduct due to interferences with the business or operation of the VASDHS.

B.1.5.12 INVOICING

1. The Contractor shall invoice the Government on a monthly basis in arrears according to the contract.
2. No advance payments shall be authorized.
3. The invoice shall be itemized to include the following minimum information:
 - a. Invoice Number and Date.
 - b. Contract Number.
 - c. Obligation Number.
 - d. Date of service.
 - e. Line item.
 - f. Participating facility.

B.1.5.13 VEHICULAR AND GENERAL PUBLIC LIABILITY

1. The Contractor shall be completely liable for all vehicle damages and general public damage while in the performance of the required services. All claims concerning the general public brought to the attention of the Contractor shall be immediately investigated and validated claims shall be processed for settlement.

B.1.5.14 QUALIFICATIONS

The Contractor shall provide experienced, fully trained valet parking attendants and supervisors who have a valid California State Driver's License, are legal residents or U.S. citizens, speak and understand the English language. It is preferred that all parking attendant drivers be at least 21 years of age. Contractor Staff shall have no criminal history, be able to perform all general duties, and activities as necessary. The Contractor's Staff qualifications shall also include the expertise in the proper operation of all types of vehicles and a commitment to the highest level of respect, courtesy, compassion, and safety. The Contractor shall furnish at no additional cost to the Government evidence of qualifications and competency assessment of all employees upon request. Such evidence shall include but are not limited to

copies of driver's licenses, DMV printouts, and copies of security background checks performed by the Contractor.

B.1.5.16 TRAINING

All parking attendants shall be required to attend a facility orientation program on safety, health, and emergency procedures at the VA San Diego Healthcare System. This training shall be scheduled at the post award meeting. After the initial Government orientation training, it is the responsibility of the Contractor to train employees' assigned to this contract on safety, health, and emergency procedures. The Contractor shall maintain documentation certifying that all employees assigned to the contract have received the aforementioned training.

B.1.5.17 CONTRACTOR PERSONNEL SECURITY REQUIREMENTS AND BACKGROUND SCREENING

1. In accordance with VHA Directive 0710 all Contractor Staff providing services under this contract shall be the subject to a background screening and must receive favorable adjudication from the VA prior to contract performance. The level of screening for this contract is: **Special Agency Check**.
2. Any employee whose background investigation yields unfavorable results, at the sole discretion of the Government, shall be removed immediately from performance under this contract. In the event the screening is not completed prior to contract performance, the Contractor shall be responsible for the actions of those individuals performing under the contract.
3. The cost for such investigations shall be borne by the Contractor. At this time, the current estimated cost per individual for such investigation is as follows:

LEVEL OF SENSITIVITY	BACKGROUND INVESTIGATION LEVEL	APPROXIMATE COST
SAC	Special Agency Check	\$66.00

4. The Contractor shall be required to furnish all applicable employee information required to conduct the investigation, such as, but not limited to, the name, address, and social security number of Contractor's personnel. The VA will provide all the necessary instructions and guidance for submission of the documents required to conduct the background investigation.

B.1.5.18 ON-SITE MANAGEMENT

1. The Contractor shall provide one (1) full-time Supervisor to be on-site while providing valet parking services at VASDHS. The duties of the Supervisor shall include, but are not limited to customer relations, Contractor personnel training, coordinating all work and other relevant matters with the COR. The duties of the Supervisor shall not include performing as a Valet Attendant.
2. Duties of the Supervisor shall also include monitoring the flow of traffic, improving all valet services, coordinating all work and other administrative matters with the COR.

3. The Contractor shall be responsible for complying with all appropriate regulations and guidelines of the Occupational Safety and Health Administration (OSHA), Department of Transportation, and/or any other pertinent federal, state, and local policies relating to full valet parking services. The Contractor shall provide adequate on-site supervision at all times in order to achieve quality assurance and to handle all customer concerns and parking incidents.

On-site Supervisor:	
Telephone no:	
Email Address:	

B.1.5.19 UNIFORM

The Contractor shall submit photos of all uniforms to the COR for approval immediately following award. The Contractor's Staff shall wear uniforms with identification of Contractor and employee's name. Uniforms must be consistent in style and color and be worn at all times during performance of contract. Contractor's Staff shall present a neat and clean appearance and be easily recognized as the Contractor's staff. All jackets sweaters and worn over the uniform by Contractor personnel shall be consistent with the approved uniform. Jackets and / or sweaters without the Contractors logo shall not be worn while performing Valet Parking Services.

B.1.5.20 PARKING POLICY

It is the responsibility of Contractor Staff to park as directed in B.1.5.4.10. Parking information is available from the VA Police. The VA shall not invalidate or make reimbursement for parking violations of Contractor's personnel under any circumstances.

B.1.5.21 BADGES

All Contractor personnel shall be required to wear VA provided identification (I.D.) badges above the waist at all times while at VASDHS. The Contractor shall be required to coordinate with COR in order to obtain the VA provided I.D. badges for all staff. All VA provided I.D. badges shall be returned at the end of the contract or as requested by the COR. Failure to wear I.D. badges may result in removal from Federal property.

B.1.5.22 CONTRACTING OFFICER REPRESENTATIVE (COR)

A Contracting Officer Representative (COR) may be delegated to assist the Contracting Officer in the administration and monitoring of the resulting contract. A Delegation of Authority letter will be issued to the COR and a copy will be sent to the Contractor. The delegation letter will state the responsibilities and limitations of the COR. The COR is not authorized to change any of the terms and conditions of the resulting order.

B.1.5.23 IDENTIFICATION OF CONTRACTOR EMPLOYEES

1. The parties agree that the Contractor's personnel shall not be considered Government employees for any purpose and shall be considered employees' of the Contractor.
2. The Contractor shall provide a representative who shall be responsible for the continuity of communication in the performance and administration of the resulting contract. In addition, the representative shall act as the primary point of contact (POC) between the Contracting Officer and the Contractor. The representative shall have full authority to act on behalf of the Contractor on all matters relating to daily operations of contract performance. The on-site Supervisor can

also be designated as the POC. The contractor shall provide the name and telephone number of the POC on the space below:

Primary POC:	
Position Title:	
Telephone #:	
Email Address:	

B.1.5.24 STANDARDS OF CONDUCT

1. The Contractor's Staff shall present a neat, well-groomed, professional appearance at all times. The Contractor's Staff shall not wear sandals, flip-flop style footwear, or open toed shoes.
2. Alcohol/Drug use in the workplace will not be tolerated. Any Contractor/Sub-Contractor or employee found to be under the influence, consuming, using alcohol or drugs while on duty will be subject to administrative action from the Contracting Officer, which may include contract termination.
3. The Contractor shall ensure that all Contractor personnel have met qualifying criteria, including health requirements and current and valid licenses and certifications. Ultimately, the decision to accept or reject Contractor personnel rests with the Contracting Officer. Non-acceptance of contract personnel does not relieve the Contractor from satisfying and fulfilling the contract requirements.
4. The Government reserves the right to refuse acceptance of Contractor personnel whose personal or professional conduct jeopardizes patient care or interferes with the operation of the facility. Breaches of conduct include intoxication, debilitation resulting from drug use, theft, patient abuse, dereliction, negligence in performing directed tasks, or other conduct resulting in formal complaints by patients or Government employees'. These violations shall be reported to the COR. Standards for conduct shall mirror those prescribed by current Federal Personnel Regulations.

B.1.5.23 PHYSICAL SECURITY

1. The Contractor shall be responsible for repair or replacement of Government-owned items or facilities to previous condition if the COR determines that the contractor is at fault. The Contractor shall report any damage observed or caused by the Contractor's personnel to the COR.

B.1.5.24 ADMINISTRATION FUNCTIONS AND ATTENDANCE AT MEETINGS

When requested by the Government, Contractor, Contractor personnel shall perform services to include, but not limited to:

- a. Attendance and participation in meetings
- b. Professional staff conferences
- c. Assist with performance improvement activities (training) at no additional cost to the Government.

B.1.5.25 HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT

The Contractor shall take reasonable measures to ensure patient privacy and confidentiality. The Contract service providers herein agree to take all reasonable precautions to safeguard patient information. Contractor shall ensure that no patient information of any type shall be given to outside parties, agencies or organizations of any type.

The Contractor must understand that all parties are bound by the conditions of the “Health Insurance Portability and Accountability Act of 1996” which provides guidance on the protection of patient privacy and confidentiality. This act mandates that all government agencies and those bodies with whom they contract must be in compliance with the directive of the Act. Details of the Act are still under development by the Congress of the United States. Should additional requirements be set by Congress, a duly executed modification will be executed by the Contracting Officer.

B.1.5.23 INSURANCE LIABILITY

Prior to commencement of work to be performed, the Contractor shall furnish an insurance certificate indicating that the coverage outlined in paragraphs a and b have been obtained and that it may not be changed or canceled without a guaranteed thirty (30) day notice to the CO.

- (a)** The Contractor shall maintain Workers Compensation and Employee’s Public Liability Insurance in accordance with the laws of California.
- (b)** The Contractor shall comply with all applicable Federal and State laws regarding liability for the injury or death of an employee in performing the work under this contract and shall hold the Government harmless against any or all loss, cost, damage, claim expense or liability for accident or injury to persons or property occurring in the performance of this contract.

B.2 SCHEDULE OF SERVICES AND PRICE

1. PRICING OF SERVICES:

The Contractor shall provide Valet Parking Services at VA San Diego Healthcare System (VASDHS) and Mission Valley Outpatient Clinic . In accordance with (IAW) the Statement of Work (SOW) described in Section B.3, the contractor shall provide all qualified personnel, labor, supplies, materials, shipping, transportation, supervision and all resources necessary to accomplish the requirements as set forth herein.

The price stated in the Schedule of Services and Price is to be inclusive of all necessary and appropriate labor, supervision, travel, mileage, fuel, and all other reasonable costs associated of providing Full Valet parking services in accordance with the terms, conditions, specification, and requirements of the resulting contract.

- a. The pricing listed in the Price schedule will be used in the performance of this contract to provide full valet parking services for 301 – 500 vehicles.
- b. The tiered pricing reflected in the Price schedule will be utilized when a two (2) week notice is given to the Contractor to provide full valet parking services for 300 or less vehicles per day or, when a two (2) week notice is given to the Contractor to provide full valet parking services to 501 – 800 vehicles per day.

	BASE YEAR (TIERED PRICING)	QTY	UNIT	UNIT PRICE	TOTAL AMOUNT
0001	VA San Diego Healthcare System Full Valet Parking Services Parked 301 – 500 vehicles per day	12	MO	\$	\$
0001A	VA San Diego Healthcare System Full Valet Parking Services Parked 300 or less vehicles per day *(With a two week notice from the COR)		MO	\$	\$
0001B	VA San Diego Healthcare System Full Valet Parking Services Parked 501 – 800 vehicles per day *(With a two week notice from the COR)		MO	\$	\$
0002	Front-Door Cart Shuttle Services Monday through Friday 6:00 AM to 5:00 PM	12	MO	\$	\$
0003	Mission Valley Outpatient Clinic Full Valet Parking Services	12	MO	\$	\$
BASE YEAR TOTAL \$ (Excluding 0001A and 0001B)					

	OPTION YEAR ONE (1) (TIERED PRICING)	QTY	UNIT	UNIT PRICE	TOTAL AMOUNT
2001	VA San Diego Healthcare System Full Valet Parking Services Parked 301 – 500 vehicles per day	12	MO	\$	\$
2001A	VA San Diego Healthcare System Full Valet Parking Services Parked 300 or less vehicles per day *(With a two week notice from the COR)		MO	\$	\$
2001B	VA San Diego Healthcare System Full Valet Parking Services Parked 501 – 800 vehicles per day *(With a two week notice from the COR)		MO	\$	\$
2002	Front-Door Cart Shuttle Services Monday through Friday 6:00 AM to 5:00 PM	12	MO	\$	\$
2003	Mission Valley Outpatient Clinic Full Valet Parking Services	12	MO	\$	\$
TOTAL OPTION YEAR ONE (1) \$ (Excluding 2001A and 2001B)					

	OPTION YEAR TWO (2) (TIERED PRICING)	QTY	UNIT	UNIT PRICE	TOTAL AMOUNT
3001	VA San Diego Healthcare System Full Valet Parking Services Parked 301 – 500 vehicles per day	12	MO	\$	\$
3001A	VA San Diego Healthcare System Full Valet Parking Services Parked 300 or less vehicles per day *(With a two week notice from the COR)		MO	\$	\$
3001B	VA San Diego Healthcare System Full Valet Parking Services Parked 501 – 800 vehicles per day *(With a two week notice from the COR)		MO	\$	\$
3002	Front-Door Cart Shuttle Services Monday through Friday 6:00 AM to 5:00 PM	12	MO	\$	\$
3003	Mission Valley Outpatient Clinic Full Valet Parking Services	12	MO	\$	\$
TOTAL OPTION YEAR TWO (2) \$ (Excluding 3001A and 3001B)					

	OPTION YEAR THREE (3) (TIERED PRICING)	QTY	UNIT	UNIT PRICE	TOTAL AMOUNT
4001	VA San Diego Healthcare System Full Valet Parking Services Parked 301 – 500 vehicles per day	12	MO	\$	\$
4001A	VA San Diego Healthcare System Full Valet Parking Services Parked 300 or less vehicles per day *(With a two week notice from the COR)		MO	\$	\$
4001B	VA San Diego Healthcare System Full Valet Parking Services Parked 501 – 800 vehicles per day *(With a two week notice from the COR)		MO	\$	\$
4002	Front-Door Cart Shuttle Services Monday through Friday 6:00 AM to 5:00 PM	12	MO	\$	\$
4003	Mission Valley Outpatient Clinic Full Valet Parking Services	12	MO	\$	\$
TOTAL OPTION YEAR THREE (3) \$ (Excluding 4001A and 4001B)					

	OPTION YEAR FOUR (4) (TIERED PRICING)	QTY	UNIT	UNIT PRICE	TOTAL AMOUNT
5001	VA San Diego Healthcare System Full Valet Parking Services Parked 301 – 500 vehicles per day	12	MO	\$	\$
5001A	VA San Diego Healthcare System Full Valet Parking Services Parked 300 or less vehicles per day *(With a two week notice from the COR)		MO	\$	\$
5001B	VA San Diego Healthcare System Full Valet Parking Services Parked 501 – 800 vehicles per day *(With a two week notice from the COR)		MO	\$	\$
5002	Front-Door Cart Shuttle Services Monday through Friday 6:00 AM to 5:00 PM	12	MO	\$	\$
5003	Mission Valley Outpatient Clinic Full Valet Parking Services	12	MO	\$	\$
TOTAL OPTION YEAR FOUR (4) \$ (Excluding 5001A and 5001B)					

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PRICE SCHEDULE	
BASE YEAR: February 26, 2018 to February 27, 2019	\$
OPTION YEAR ONE: February 26, 2019 to February 27, 2020	\$
OPTION YEAR TWO: February 26, 2020 to February 27, 2021	\$
OPTION YEAR THREE: February 26, 2021 to February 27, 2022	\$
OPTION YEAR FOUR: February 26, 2022 to February 27, 2023	\$
AGGERGATE TOTAL BASE YEAR + FOUR OPTION YEARS: (Excluding 0001A, 0001B, 2001A, 2001B, 3001A, 3001B, 4001A, 4001B, 5001A, and 5001B)	\$

B.3 SPECIAL CONTRACT REQUIREMENTS

LIMITATIONS ON SUBCONTRACTING-- MONITORING AND COMPLIANCE (JUN 2011)

This solicitation includes VAAR 852.219-10 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 ADDENDUM TO FAR 52.212-4 CONTRACT TERMS AND CONDITIONS – COMMERCIAL ITEMS

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

C.1.1 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 30 days.

(End of Clause)

C.1.2 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

- (a) The Government may extend the term of this contract by written notice to the Contractor within 30 days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 45 days before the contract expires. The preliminary notice does not commit the Government to an extension.
- (b) If the Government exercises this option, the extended contract shall be considered to include this option clause.
- (c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed five (5) years.

(End of Clause)

C.1.3 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

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

FAR Clauses

- 52.223-6 Drug-Free Workplace (May 2011)
- 52.223-5 Pollution Prevention and Right-to-Know Information (May 2011)
- 52.237-2 Protection of Government Buildings, Equipment and Vegetation (Apr 1984)

(End of Clause)

C.1.4 VAAR 852.203-70 COMMERCIAL ADVERTISING (JAN 2008)

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

(End of Clause)

C.1.5 VAAR 852.219-10 VA NOTICE OF TOTAL SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS (DEC 2009)

(a) Definition. For the Department of Veterans Affairs, “Service-disabled veteran-owned small business concern”:

(1) Means a small business concern:

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans (or eligible surviving spouses);

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

(iii) The business meets Federal small business size standards for the applicable North American Industry Classification System (NAICS) code identified in the solicitation document; and

(iv) The business has been verified for ownership and control and is so listed in the Vendor Information Pages database, (<http://www.VetBiz.gov>).

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

(b) *General.* (1) Offers are solicited only from service-disabled veteran-owned small business concerns. Offers received from concerns that are not service-disabled veteran-owned small business concerns shall not be considered.

(2) Any award resulting from this solicitation shall be made to a service-disabled veteran-owned small business concern.

(c) Agreement. A service-disabled veteran owned small business concern agrees that in the performance of the contract, in the case of a contract for:

(1) Services (except construction), at least 50 percent of the cost of personnel for contract performance will be spent for employees of the concern or employees of other eligible service-disabled veteran-owned small business concerns;

(2) Supplies (other than acquisition from a nonmanufacturer of the supplies), at least 50 percent of the cost of manufacturing, excluding the cost of materials, will be performed by the concern or other eligible service-disabled veteran-owned small business concerns;

(3) General construction, at least 15 percent of the cost of the contract performance incurred for personnel will be spent on the concern’s employees or the employees of other eligible service-disabled veteran-owned small business concerns; or

(4) Construction by special trade contractors, at least 25 percent of the cost of the contract performance incurred for personnel will be spent on the concern’s employees or the employees of other eligible service-disabled veteran-owned small business concerns.

(d) A joint venture may be considered a service-disabled veteran owned small business concern if—

(1) At least one member of the joint venture is a service-disabled veteran-owned small business concern, and makes the following representations: That it is a service-disabled veteran-owned small business concern, and that it is a small business concern under the North American Industry Classification Systems (NAICS) code assigned to the procurement;

(2) Each other concern is small under the size standard corresponding to the NAICS code assigned to the procurement; and

(3) The joint venture meets the requirements of paragraph 7 of the explanation of Affiliates in 19.101 of the Federal Acquisition Regulation.

(4) The joint venture meets the requirements of 13 CFR 125.15(b).

(e) Any service-disabled veteran-owned small business concern (non-manufacturer) must meet the requirements in 19.102(f) of the Federal Acquisition Regulation to receive a benefit under this program.

(End of Clause)

C.1.6 VAAR 852.232-72 ELECTRONIC SUBMISSION OF PAYMENT REQUESTS (NOV 2012)

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

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

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

(3) *Electronic form* means an automated system transmitting information electronically according to the Accepted electronic data transmission methods and formats identified in paragraph (c) of this clause. Facsimile, email, and scanned documents are not acceptable electronic forms for submission of payment requests.

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

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

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

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

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

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

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

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

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

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

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

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

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

(End of Clause)

C.1.7 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)

(End of Addendum to 52.212-4)

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, 108-78 (19 U.S.C. 3805 note)).

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

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

___ (2) 52.203-13, Contractor Code of Business Ethics and Conduct (Oct 2015) (41 U.S.C. 3509).

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

___ (4) 52.204-10, Reporting Executive compensation and First-Tier Subcontract Awards (Oct 2016) (Pub. L. 109-282) (31 U.S.C. 6101 note).

___ (5) [Reserved]

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

___ (7) 52.204-15, Service Contract Reporting Requirements for Indefinite-Delivery Contracts (Oct 2016) (Pub. L. 111-117, section 743 of Div. C).

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).

___ (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 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)).

X (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 Re-representation (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)).

X (25) 52.222-3, Convict Labor (June 2003) (E.O. 11755).

X (26) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (Oct 2016) (E.O. 13126).

___ (27) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).

___ (28) 52.222-26, Equal Opportunity (Sep 2016) (E.O. 11246).

___ (29) 52.222-35, Equal Opportunity for Veterans (Oct 2015) (38 U.S.C. 4212).

X (30) 52.222-36, Equal Opportunity for Workers with Disabilities (Jul 2014) (29 U.S.C. 793).

___ (31) 52.222-37, Employment Reports on Veterans (Feb 2016) (38 U.S.C. 4212).

___ (32) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).

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).

___ (34) 52.222-54, Employment Eligibility Verification (Oct 2015). (E. O. 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)

___ (35) 52.222-59, Compliance with Labor Laws (Executive Order 13673) (Oct 2016). (Applies at \$50 million for solicitations and resultant contracts issued from October 25, 2016 through April 24, 2017; applies at \$500,000 for solicitations and resultant contracts issued after April 24, 2017).

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

___ (36) 52.222-60, Paycheck Transparency (Executive Order 13673) (Oct 2016).

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

___ (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 Television (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.

X (44) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging while Driving (Aug 2011) (E.O. 13513).

___ (45) 52.223-20, Aerosols (Jun 2016) (E.O. 13693).

___ (46) 52.223-21, Foams (Jun 2016) (E.O. 13696).

___ (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).

X (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, Non-displacement of Qualified Workers (May 2014) (E.O. 13495)

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

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

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

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

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

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

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

☐ (9) 52.222-62, 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) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (May 2014) (42 U.S.C. 1792).

☐ (12) 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. If the subcontract (except subcontracts to small business concerns) exceeds \$700,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(iv) 52.222-17, Non-displacement of Qualified Workers (May 2014) (E.O. 13495). Flow down required in accordance with paragraph (1) 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 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)

SECTION D – LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS**D.1 LIST OF ATTACHMENT**

ATTACHMENT	TITLE	TOTAL PAGES
A	Wage Determination	13

SECTION E - SOLICITATION PROVISIONS

E.1 ADDENDUM TO FAR 52.212-1 INSTRUCTIONS TO OFFERORS – COMMERCIAL ITEMS (OCT 2015)

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

E.1.1 INSTRUCTIONS TO OFFERORS:

1. **Site Visit:** Site visit is **not** mandatory, but highly encouraged. The site visit is an opportunity for all interested parties to be fully cognizant of the requirements for VA San Diego Healthcare System (VASDHS). Offerors shall be responsible and shall not be reimbursed by the Government for any costs or travel expenses incurred related to the site visit.

The site visit will be held on Tuesday, January 30, 2018, 9:00 AM PDT at VA San Diego Healthcare System. **This will be the only site visit provided by the Government.** Interested parties must sign up in advance to attend the site visit by notifying the Contract Specialist Lee Tanner via email at lee.tanner@va.gov no later than 1:00 PM PDT on Monday, January 29, 2018. Only one vehicle is allowed per Contractor and may be valet parked on-site. The email must include the following:

- 1.1 Subject email: RFP no.36C26218R0237 – Site Visit Request;
- 1.2 Company Name;
- 1.3 Point of Contact, phone number and email address; and
- 1.4 List of all attendees

Upon receipt of your email, further instructions regarding the site visit will be provided by the Contracting Officer.

2. **Inquiry or questions:** All questions shall be submitted via email only. Questions must be received by **10:00 AM PDT on Friday, February 2, 2018** via email at lee.tanner@va.gov. Please reference the following in the subject line of the email: **36C26218R0237 – Valet Parking Services**. Telephone inquiries will **not** be accepted.
3. **Submission deadline:** Offer is due on **Thursday, February 8, 2018 at 10:00 AM PDT**. Submit your offer by responding to this RFP via email to lee.tanner@va.gov. All attachments in response to this RFP shall be in either Adobe or Microsoft Office Word format. Offeror is advised that the Government may be unable to receive other types of electronic files (e.g. compressed or zip files) or files more than ten (10) megabytes (MB). **It is the offeror's responsibility to ensure all required documents are included and completed as required by this solicitation.** Offer(s) may be considered non-responsive or incomplete if all requested information is not received by the specified due date and time.
4. **Socio-economic Group:** Offeror must be a verified Service Disabled Veteran-Owned Small Business (SDVOSB) on the Vendor Information Pages (VIP) <https://www.vip.vetbiz.gov/> at the time the offer is submitted. The small business size standard that applies to this acquisition is stated in Block 10 of the SF1449 of this RFP along with the North American Industry Classification System (NAICS) code on which it is based.

5. Requirements for Submittal: The following sub-sections are requirements to be submitted by the offeror.

5.1 Provide a cover sheet to include the following:

- 5.1.1** Solicitation no. 36C26218R0237
- 5.1.2** Company's name, address, point-of-contact, phone number, email address
- 5.1.3** DUNS number
- 5.1.4** Proof of Vetbiz certification as a SDVOSB
- 5.1.5** Offeror's are required to provide a statement of understanding that the required services are to start on February 26, 2018.

5.2 Complete each the following:

- 5.2.1** Page 1 - SF 1449, blocks 17a, 30a, 30b and 30c.
- 5.2.2** Page 4 – Section 1 (a) Contract Administration.
- 5.2.3** Page 20 Schedule of Services and Price. Provide price offer by completing the table in Section B.2
- 5.2.4** Page 4 Acknowledgement of Amendments – if any, Sub-Section 5.

EVALUATION FACTORS: The following factors shall be evaluated.

FACTOR 1: STAFFING PLAN:

This factor will be used to evaluate an offeror's staffing plan to ensure the Contractor has sufficient staff to provide services in accordance with the contract.

For this factor, Offeror's shall:

- a. Provide the total number of staff that will be dedicated to fulfil the requirements as stated in the SOW.
- b. Provide a detailed list of each staff member's duties and responsibilities.

FACTOR 2: PAST PERFORMANCE: This factor will be used to assess an Offeror's history of successful performance on prior contracts.

For this factor, Offeror's shall:

- a. Provide two (2) references for performance on prior contracts. Contracts listed may include those entered into with the Federal Government, State or local agencies, or commercial customers.
- b. Provide a description of any material legal proceedings against the Contractor by a Federal or state regulatory agency that might impact a contract for these services.
- c. The Government reserves the right to obtain past performance information from any available source and may contact customers other than those identified by the Offeror when evaluating past performance.
- d. Offerors without relevant past performance or for whom information is not available will not be evaluated favorably OR unfavorably on past performance.

FACTOR 3: PRICE: This factor shall be used to assess the fairness and reasonableness of the offerors proposed price.

For this factor:

- a. Offerors shall submit their Price Proposal using the Schedule of Services and Price worksheet from section B.2 of this RFP.

(End of Provision)

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

The Government will award a contract in accordance with FAR 13.106-2(b)(3) to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the Government, price and other factors considered. The factors are listed in the ascending order of importance. When combined evaluation factors 1 and 2 are more important than price therefore, the Government may award to other than the lowest priced offer.

- a. Options. The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. The Government may determine that an offer is unacceptable if the option prices are significantly unbalanced. Evaluation of options shall not obligate the Government to exercise the option(s).
- b. A written notice of award or acceptance of an offer, mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer, shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.

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

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

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

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

(End of Provision)

E.4 52.209-5 REPRESENTATION BY CORPORATIONS REGARDING AN UNPAID TAX LIABILITY OR A FELONY CONVICTION UNDER ANY FEDERAL LAW (DEVIATION)(MAR 2012)

(a) In accordance with Division H, sections 8124 and 8125 of P.L. 112-74 and sections 738 and 739 of P.L. 112-55 none of the funds made available by either Act may be used to enter into a contract with any corporation that—

(1) Has an unpaid federal tax liability, unless the agency has considered suspension or debarment of the corporation and the Suspension and Debarment Official has made a determination that this action is not necessary to protect the interests of the Government.

(2) Has a felony criminal violation under any Federal or State law within the preceding 24 months, unless the agency has considered suspension or debarment of the corporation and Suspension and Debarment Official has made a determination that this action is not necessary to protect the interests of the Government.

(b) The Offeror represents that—

(1) The offeror does [] does not [] have any unpaid Federal tax liability that has been assessed and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

(2) The offeror, its officers or agents acting on its behalf have [] have not [] been convicted of a felony criminal violation under a Federal or State law within the preceding 24 months.

(End of Provision)

E.5 VAAR 852.211-72 TECHNICAL INDUSTRY STANDARDS (JAN 2008)

The supplies or equipment required by this invitation for bid or request for proposal must conform to the standards of the and as to . The successful bidder or offeror will be required to submit proof that the item(s) he/she furnishes conforms to this requirement. This proof may be in the form of a label or seal affixed to the equipment or supplies, warranting that they have been tested in accordance with and conform to the specified standards. Proof may also be furnished in the form of a certificate from one of the above listed organizations certifying that the item(s) furnished have been tested in accordance with and conform to the specified standards.

(End of Provision)

E.6 VAAR 852.215-70 SERVICE-DISABLED VETERAN-OWNED AND VETERAN-OWNED SMALL BUSINESS EVALUATION FACTORS (JUL 2016)(DEVIATION)

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

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

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

(End of Provision)