

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		BPA NO.	1. CONTRACT ID CODE	PAGE 1	OF PAGES 30
2. AMENDMENT/MODIFICATION NUMBER 0003		3. EFFECTIVE DATE 10-24-2018		4. REQUISITION/PURCHASE REQ. NUMBER	
5. PROJECT NUMBER (if applicable)		6. ISSUED BY CODE 612MCP Department of Veterans Affairs VA Sierra Pacific Network (VISN 21) VA Northern California HealthCare System 5342 Dudley Blvd, Bldg 209 McClellan CA 95652-2609		7. ADMINISTERED BY (If other than Item 6) CODE 612MCP Department of Veterans Affairs Department of Veterans Affairs VA Northern California HealthCare System 3230 Peacekeeper Way, Bldg. 209 McClellan CA 95652-1012	
8. NAME AND ADDRESS OF CONTRACTOR (Number, street, county, State and ZIP Code) To all Offerors/Bidders		(X)		9A. AMENDMENT OF SOLICITATION NUMBER 36C26118Q9245	
		X		9B. DATED (SEE ITEM 11)	
				10A. MODIFICATION OF CONTRACT/ORDER NUMBER	
				10B. DATED (SEE ITEM 13)	
CODE		FACILITY CODE			
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS					
<input checked="" type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers <input checked="" type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning <u>1</u> copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or electronic communication which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by letter or electronic communication, provided each letter or electronic communication makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.					
12. ACCOUNTING AND APPROPRIATION DATA (If required) See CONTINUATION Page					
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.					
CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.				
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).				
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:				
	D. OTHER (Specify type of modification and authority)				
E. IMPORTANT: Contractor <input checked="" type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.					
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) The purpose of this amendment is to provide an updated Performance Work Statement that better reflects the deliverables related to VA Central California Health Care System parking lot security requirements. Additional requirements are related to Shelters, Adding Parking Lot #5, Employee Wage variables, and Parking Lot #1 duty-hours. Clauses and Provisions Remain In Effect with Amplifying Details Within Addendum to FAR 52.212-1 Instruction to Offerors. RFQ Due Date Has Been Extended to 10/31/18 (1:00 pm, Pacific Standard Time).					
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.					
15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Michael Hodahkwen Contracting Officer			
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)		15C. DATE SIGNED		16B. UNITED STATES OF AMERICA BY (Signature of Contracting Officer)	
				16C. DATE SIGNED 10/24/2018	

SECTION B - CONTINUATION OF SF 1449 BLOCKS

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
P00001	08/01/18
P00002	08/17/18
P00003	10/24/18

PRICE/COST SCHEDULE**ITEM INFORMATION**

ITEM NUMBER	DESCRIPTION OF SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	Security Guard Services for Parking Lot #1: Las Palmas Masonic Lodge, 2992 E. Clinton Ave. Fresno, CA 93726. Contract Period: Base POP Begin: 11-15-2018 POP End: 11-14-2019	12.00	MO		
0002	Security Guard Shelter for Parking Lot #1: Las Palmas Masonic Lodge, 2992 E. Clinton Ave. Fresno, CA 93726. Contract Period: Base POP Begin: 11-15-2018 POP End: 11-14-2019	12.00	MO		
0003	Security Guard Services for Parking Lot #2: Central California Blood Bank, 3425 N. First and 3445 N. First St. Fresno, CA 93726. Contract Period: Base POP Begin: 11-15-2018 POP End: 11-14-2019	12.00	MO		
0004	Security Guard Shelter for Parking Lot #2: Central California Blood Bank, 3425 N. First and 3445 N. First St. Fresno, CA 93726. Contract Period: Base POP Begin: 11-15-2018 POP End: 11-14-2019	12.00	MO		
0005	Security Guard Services for Parking Lot #3: Midtown Plaza 3201 E. Shields Ave. Fresno, CA 93726. Contract Period: Base POP Begin: 11-15-2018 POP End: 11-14-2019	12.00	MO		
0006	Security Guard Shelter for Parking Lot #3: Midtown Plaza 3201 E. Shields Ave. Fresno, CA 93726. Contract Period: Base POP Begin: 11-15-2018 POP End: 11-14-2019	12.00	MO		
0007	*** OPTION LINE ITEM *** Security Guard Services for Parking Lot #4: 2720 E. Clinton Ave. Fresno, CA 93703. Contract Period: Base POP Begin: 11-15-2018 POP End: 11-14-2019	12.00	MO		
0008	*** OPTION LINE ITEM *** Security Guard Services for Parking Lot #5: Central Seventh-Day Adventist Church. 2980 E. Clinton Ave. Fresno, CA 93703. Contract Period: Base	12.00	MO		

	POP Begin: 11-15-2018 POP End: 11-14-2019			
0009	100.00 HR	Estimated Urgent/Emergency Security Guard Services Overtime Guard I. Contract Period: Base POP Begin: 11-15-2018 POP End: 11-14-2019		
0010	100.00 HR	Estimated Urgent/Emergency Security Guard Services Overtime Guard II. Contract Period: Base POP Begin: 11-15-2018 POP End: 11-14-2019		
1001	6.00 MO	Security Guard Services for Parking Lot #1: Las Palmas Masonic Lodge, 2992 E. Clinton Ave. Fresno, CA 93726. Contract Period: Option 1 POP Begin: 11-15-2019 POP End: 05-15-2020		
1002	6.00 MO	Security Guard Shelter for Parking Lot #1: Las Palmas Masonic Lodge, 2992 E. Clinton Ave. Fresno, CA 93726. Contract Period: Option 1 POP Begin: 11-15-2019 POP End: 05-15-2020		
1003	6.00 MO	Security Guard Services for Parking Lot #2: Central California Blood Bank, 3425 N. First and 3445 N. First St. Fresno, CA 93726 Contract Period: Option 1 POP Begin: 11-15-2019 POP End: 05-15-2020		
1004	6.00 MO	Security Guard Shelter for Parking Lot #2: Central California Blood Bank, 3425 N. First and 3445 N. First St. Fresno, CA 93726 Contract Period: Option 1 POP Begin: 11-15-2019 POP End: 05-15-2020		
1005	6.00 MO	Security Guard Services for Parking Lot #3: Midtown Plaza (adjacent to Golden Dynasty Restaurant) 3201 E. Shields Ave. Fresno, CA 93726 Contract Period: Option 1 POP Begin: 11-15-2019 POP End: 05-15-2020		
1006	6.00 MO	Security Guard Shelter for Parking Lot #3: Midtown Plaza (adjacent to Golden Dynasty Restaurant) 3201 E. Shields Ave. Fresno, CA 93726 Contract Period: Option 1 POP Begin: 11-15-2019 POP End: 05-15-2020		
1007	6.00 MO	Security Guard Services for Parking Lot #4: 2720 E. Clinton Ave. Fresno, CA 93703 Contract Period: Option 1 POP Begin: 11-15-2019 POP End: 05-15-2020		

1008	6.00 MO	Security Guard Services for Parking Lot #4: Central Seventh-Day Adventist Church. 2720 E. Clinton Ave. Fresno, CA 93703 Contract Period: Option 1 POP Begin: 11-15-2019 POP End: 05-15-2020
1009	50.00 HR	Estimated Urgent/Emergency Security Guard Services Overtime Guard I. Contract Period: Base POP Begin: 11-15-2018 POP End: 05-15-2020
1010	50.00 HR	Estimated Urgent/Emergency Security Guard Services Overtime Guard II. Contract Period: Base POP Begin: 11-15-2018 POP End: 05-15-2020
		GRAND TOTAL

**Performance Work Statement
Parking Lot Uniformed Security Services
VA Central California Health Care System**

Section 1: General Information

1. 1.1 General: This is a non-personal service to provide Security Guard I and Security Guard II uniformed security guards for four separate parking lots leased by VA Central California Health Care System (VACCHCS). These lots vary in layout and location related to VACCHCS. As non-personal services contract, these contract personnel are not to be considered VA Employees for any purpose. Contractor retains all control over personnel and responsibility for direct supervision. Contract personnel may not supervise VA Staff, but may provide direction and instruction as required by duties. Daily activity is monitored and managed by the VA Police Chief or designated alternate.

1.2 Period of Performance: Base Year: 11/15/2018 to 11/14/2019
Option Period 1: 11/15/2019 to 05/15/2020

1.3 Place of Performance: Veterans Affairs Central California Health Care System
2615 E. Clinton Avenue
Fresno, CA 93703

- a) Parking Lot #1: Las Palmas Masonic Lodge, 2992 E. Clinton Ave. Fresno, CA 93726 (Gated and Fenced).
- b) Parking Lot #2: Central California Blood Bank, 3425 N. First and 3445 N. First St. Fresno, CA 93726 (Gated and Fenced).
- c) Parking Lot #3: Midtown Plaza (adjacent to Golden Dynasty Restaurant) 3201 E. Shields Ave. Fresno, CA 93726 (Gated and Fenced).
- d) Parking Lot#4: 2720 E. Clinton Ave. Fresno, CA 93703 (Currently under construction – expect Gated and Fenced). This will be an Option Line item (CLIN #0007) executed when lot is operational.
- e) Parking Lot # 5: Fresno Central Seventh-Day Adventist Church, 2980 E. Yale Ave, Fresno CA 93703 (Gated and Fenced). This will be an Option Line Item (CLIN #0008) executed when lot is available.

For Parking Lot #4 & Parking Lot #5 – the requirement for shelters and/or restroom access has not yet been determined, a contract modification will take place if these become a requirement.

See Attachment 1, “Parking Lot Graphics” for pictures and depiction of Area(s) of Responsibility.

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

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

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

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

Vendor e-Invoice Set-Up Information:

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

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

Contractor shall submit final invoice after the completion of repairs. Invoice shall include the Contract number, Purchase Order number, Order Date, Performance Period, Description of Services and itemized prices as negotiated.

Section 2: Definitions & Acronyms

AoR	Area of Responsibility
CAO	Clinic Administrative Officer.
CMO	Chief Medical Officer.
CO	Contracting Officer.
COR	Contracting Officer's Representative.
ODB	Officer's Duty Book containing, as a minimum, those items outlined in paragraph 13.a.
OPC	Outpatient Clinic.
RHA	Regular Hours of Assignment. For this contract, the RHA varies with each site.
SOI	Standard Operating Instructions.

Section 3: Government Furnished Property, Equipment, and Services:

3.1 Materials:

Officer's Duty Book (ODB). Item will vary based on lot and location, as a minimum to include:

- (1) Minimum Task List (VA Form 5-3489a).
- (2) SOI for Security.

3.2 Facilities:

- a) Parking Lot #1: Las Palmas Masonic Lodge, 2992 E. Clinton Ave. Fresno, CA 93726 – **Access to Building and Restroom, canopy for waiting area.**
- b) Parking Lot #2: Central California Blood Bank, 3425 N. First and 3445 N. First St. Fresno, CA 93726 - **Access to Building and Restroom, canopy for waiting area.**

- c) Parking Lot #3: Midtown Plaza (adjacent to Golden Dynasty Restaurant) 3201 E. Shields Ave. Fresno, CA 93726 – Restroom on-site, canopies will be installed for shelter.
- d) Parking Lot#4: 2720 E. Clinton Ave. Fresno, CA 93703 (Currently under construction – expect Gated and Fenced with either restrooms on-site or access to main building). This will be an Option Line item (CLIN #0007) executed when lot is operational.
- e) Parking Lot # 5: Fresno Central Seventh-Day Adventist Church, 2980 E. Yale Ave, Fresno CA 93703 (Gated and Fenced – access to facility amenities has not yet been determined).

Accountability for Government Property: All non-disposable property furnished by the Government under this contract shall remain the property of the Government. Annually and upon termination of the contract, the Contractor shall conduct a joint inventory of all such property with the COR. Any property furnished by the Government to fulfill contracted requirements which is lost or damaged, resulting from improper use or negligence by the Contractor's employees, shall be repaired or replaced at the Contractor's expense, as directed by the COR.

Section 4: Contractor Furnished Items and Services

Contractor shall provide shelter/guard shacks for their on-duty personnel for Parking Lots #1, #2, and #3. Parking Lot #4 will be determined based on layout. Due to lack of power connectivity to main building, consideration for self-powered shelters should be considered. Parking Lot #5 to be determined. Contractor should ensure all on-duty Security Guard personnel are equipped as described in Section 5.3.

Section 5: Specific Tasks and Deliverables

The contractor shall provide management, supervision, personnel, back-up staff, replacement staffing, equipment, and supplies (except those items of equipment and supplies identified as provided by the Government) necessary to provide trained and certified Guard I and Guard II unarmed, uniformed guard services as defined by California Business and Professions Code Section 7582. A complete listing of all contractor personnel shall be submitted to the COR/Chief of Police for final approval. Listing shall include name, age, gender, Guard I - Guard II credentials, training dates, qualification expiration dates, physical exam results, results of criminal background checks, and results of psychological assessment. Contractor shall at all times ensure listing of personnel is updated and forwarded to COR/Chief of Police. Listing of contractor personnel shall also be forwarded to CO for contract file retention.

Security guard personnel shall have the training and skills to perform such other functions as may be necessary in the event of situations or occurrences such as civil disturbances, attempts to commit espionage, sabotage, or other criminal acts adversely affecting the security and/or safety of the Government, its employees, property, and the general public, lawfully in buildings or on the grounds under the control of the Government.

Contractor shall provide full transparency of employees to ensure each individual's physical and mental capacity are at levels where the performance of protecting, preventing, and observe and reporting are unremitting.

Specific to Guard II qualifications; Guard II position shall possess training in dealing with hostile

individuals, this includes patients or visitors who may become assaultive. Guard II must also respond and take reports, question witnesses to obtain all pertinent information for use in possible follow-up investigations. They must be able to make citizen's arrest as appropriate, according to the law. They must also be versed in the arena of constitution rights of citizens.

5.1 Required Manning: At a minimum on-duty, one Guard I at each parking lot location with a supervisor, Guard II, on-duty; Guard II Supervisor is not required to be attached to one parking lot location (on-site Supervisor may assume role of rotating employees, stand-in during mandatory breaks and meals with the caveat there shall always be adequate staffing to respond to accidents, incidents, and emergencies).

- a) Parking Lot #1: Las Palmas Masonic Lodge. Guard I licensed Security Guard and on-duty Supervisor (Guard II).
- b) Parking Lot #2: Central California Blood Bank. Guard I licensed Security Guard and on-duty Supervisor (Guard II).
- c) Parking Lot #3: Midtown Plaza. Guard I licensed Security Guard and on-duty Supervisor (Guard II).
- d) Parking Lot#4: 2720 E. Clinton Ave. Fresno. Guard I licensed Security Guard and on-duty Supervisor (Guard II).
- e) Parking Lot # 5: Fresno Central Seventh-Day Adventist Church. Guard I licensed Security Guard and on-duty Supervisor (Guard II).

5.1.1 On a bi-weekly basis, contractor shall provide COR a rooster that depicts a listing of security guards, their AoR, shift on-site supervisor, and back-up personnel for each shift.

5.1.2 RHA/Duty Hours:

Contractor shall provide security guard service at the named site(s) and during the normal hours of 5:00am to 9:00pm (6am to 6pm for Parking Lot #1 – Las Palmas Masonic Lodge), Monday through Friday excluding Federal Holidays. It is the contractor's responsibility to ensure continuous coverage of each location while accommodating respective local, state, and federal employee rights for duty hours, breaks, and safety standards.

5.1.2.1. During Urgent or Emergency Conditions:

On a real-time basis, facility's Chief of Police and Director's Office shall have the discretion to increase security personnel coverage in response to security assessments and at the discretion of staff safety. If additional security coverage is necessary, in either manpower or hours, COR/Chief of Police/Director's Office will coordinate with contractor security on-site supervisor. COR/Chief of Police/Director's Office will then coordinate with Contracting Officer to determine if contract modification is necessary based on the magnitude of increase security guard services. For real-time requests, contractor will ensure timecard hours of impacted employees reflect the increase of hours for proper and accurate labor standards and subsequent invoicing.

5.1.2.2. During Anticipated Need:

Contractor shall accommodate requests if facility's Chief of Police and Director's Office deem an increase in contract security personnel necessary. COR/Chief of Police/Director's Office will request 24-hours in advance. COR/Chief of Police/Director's Office will then coordinate with Contracting Officer to determine if contract modification is necessary based on the magnitude of increase security guard services. Contractor will ensure timecard hours of impacted employees

reflect the increase of hours for proper and accurate labor standards and subsequent invoicing.

5.1.3 Specific Tasks:

Security Guard Services are required for opening and closing of respective gated lots and ensuring access to all parking lots are by properly VACCHCS stickered vehicles. Usage of leased lots shall only be by VA Employees and facility assigned nursing students only. Security guards will be responsible for maintaining observation of the vehicles in the lot until the lots are closed for the evening. Security guard on-site supervisor will coordinate with VA police prior to executing daily duties-and-responsibilities and end-of-day duties-and-responsibilities.

Prior to deploying employees for security guard services, contractor shall provide sessions on safety, accident investigations, Standard Operation Instructions, and related Officer's Duty Book documentation for each respective location. Site orientation shall also take place of each parking lot, to include ODB usage and radio equipment local procedures. (The Contractor shall coordinate with VA staff and appropriate agencies for the issuance of applicable Federal regulations for radio usage and permits. A copy of all such permits shall be delivered to the COR prior to the utilization of designated frequencies). Company vehicles are not mandatory, vendors should list if vehicles are including in their pricing. If company vehicles are not part of vendor pricing then a description on how shift changes occur, more specifically for Security Guard II Supervisor execution of duties relating to Emergency response, site monitoring, surveilling, and rotating personnel for breaks and/or shift changes.

- a) Parking Lot #1: Las Palmas Masonic Lodge:
 - a. Unlock/Open Gate at 6am,
 - b. Survey area prior to arrival of VA staff members,
 - c. Monitor lot throughout duty hours, patrol of AoR every 15 minutes.
 - d. Report any left vehicles nearing end of duty hours,
 - e. Close and lock at 6:00pm.
 - f. Depart AoR when cleared by on-site supervisor.
- b) Parking Lot #2: Central California Blood Bank:
 - a. Unlock/Open Gate at 5am,
 - b. Walk perimeter and surveil area prior to arrival of VA staff members,
 - c. Monitor lot throughout duty hours, patrol of AoR every 15 minutes and ensure limited view areas are checked.
 - d. Report any left vehicles nearing end of duty hours,
 - e. Close and lock at 9:00pm.
 - f. Depart AoR when cleared by on-site supervisor.
- c) Parking Lot #3: Midtown Plaza:
 - a. Unlock/Open Gate at 5am,
 - b. Survey area prior to arrival of VA staff members, to include securing rear gate.
 - c. Monitor lot throughout duty hours, patrol of AoR every 15 minutes, ensure rear-access gate is secure and locked.
 - d. Report any left vehicles nearing end of duty hours,
 - e. Close and lock at 9:00pm.
 - f. Depart AoR when cleared by on-site supervisor.

d) Parking Lot#4: 2720 E. Clinton Ave. Fresno: (When Operational)

- a. Unlock/Open Gate at 5am,
- b. Survey area prior to arrival of VA staff members.
- c. Monitor lot throughout duty hours, patrol of AoR every 15 minutes.
- d. Report any left vehicles nearing end of duty hours,
- e. Close and lock at 9:00pm.
- f. Depart AoR when cleared by on-site supervisor.

e) Parking Lot#5: Fresno Central Seventh-Day Adventist Church (When Operational)

- a. Unlock/Open Gate at 5am,
- b. Survey area prior to arrival of VA staff members.
- c. Monitor lot throughout duty hours, patrol of AoR every 15 minutes.
- d. Report any left vehicles nearing end of duty hours,
- e. Close and lock at 9:00pm.

f) Depart AoR when cleared by on-site supervisor.

g) End of Shift Duties:

Prepare required reports listed in ODB at the frequency indicated. Maintain necessary records. As necessary, turn reports and records in to designated official.

5.2 On-Site Supervision:

The term "on-site supervisor" means a person designated in writing by the Contractor who has authority to act for the Contractor on a day-to-day basis at the work site or vicinity. The on-site supervisor shall possess the level of experience and skills to ensure that employees are properly performing all duties as specified in accordance with contract. The on-site or in-field supervisor shall assure that guard(s):

- a) Are in uniform and present a neat appearance.
- b) Maintain a continued state of proper training.
- c) Possess the necessary permits, authority, etc.
- d) Maintain continued liaison with the COR or designated alternate.

5.3 Security Guard Equipment:

The Contractor shall ensure each security guard is equipped with the following equipment as a minimum for the performance of duties:

- a) Radio Equipment & Case. Dual-frequency radios, portable, handy-talkie, crystals, batteries, battery charger(s) and other related accessories.
- b) 2-pair of Handcuffs & Handcuff Case (fully enclosing) (Not required for Guard I).
- c) Key strap w/flap.
- d) Flashlight & Flashlight holder. 4 "D" Cell, metal, with snap-away (D-cell).
- e) Whistle, thunder, w/chain attachment (metal).

5.3.1 Uniforms and Appearance:

Contractor shall ensure all on-duty security guard personnel are dressed in clean and serviceable company uniforms with seasonal considerations. All on-duty individuals shall present a professional appearance. All contractor security guard personnel shall have matching uniforms with appropriate

style and color related to law enforcement and the security guard industry. All uniforms shall be consistent insignias and company logos. Appropriately styled feminine uniforms shall be worn by female members of the guard force. All footwear shall be for outdoor use, low quarter or high-top that color coordinates with uniform, standard black or brown. No personalization of uniform or distasteful appearance by contract personnel will be accepted. If encountered, contractor shall replace individual without attributing additional labor hours for invoicing the government. All uniforms shall contain the Security Guard distinction and at a minimum contain:

- a) Distinction of on-site supervisor insignia.
- b) Nameplate, color lettering for evening visibility.
- c) Hat (not mandatory) – only company issued hats will be worn with contain appropriate lettered breast and cap badges, indicating the jurisdiction from which police authority is obtained, shall be worn as part of the uniform (providing such authority is grantable under state and local laws).
- d) Shoulder patches lettered to indicate the identity of the Contractor shall be worn on the shoulder of the uniform jacket and shirt. Identification name-tags shall be worn over the right breast shirt pocket.
- e) Gloves (pair), color to match accessories
- f) Evening hours or during hours of darkness; all personnel shall wear reflective gear.

Guards shall not be permitted to possess unauthorized supplemental or personals such as concealed or unconcealed firearms, knives, or other such non-standard items.

5.4 Authority and Jurisdiction:

- a) Except where precluded by local law or ordinance, the Contractor shall make and complete all arrangements with the appropriate officials in the city, county, parish, or the state in which the parking lots are located.
- b) The Contractor shall have each employee appointed as a Constable, Special Policeman, Conservator of Peace with sufficient authority to detain or make arrests for violations of law occurring at the locations specified in the contract (applies only when such appointments are obtainable and/or required by local or state law).
- c) Permits shall be carried by each employee on his/her person while on duty unless local or state law requires the Contractor to maintain the records.
- d) Copies of licenses and permits described herein shall be furnished to the Contracting Officer upon request.
- e) The Contractor's employee shall maintain a valid state security officer's certification during the term of his/her employment under the contract.

5.5 Code of Conduct

The Contractor shall be responsible and legally liable for employee performance and for maintaining satisfactory standards of employee competency, conduct, appearance, and integrity. The Contractor is also responsible for ensuring that employees do not disturb papers on desks, open desk drawers or cabinets, use

Government telephones, or access computerized internet, software or network except as authorized. Each contract officer is expected to adhere to standards of behavior that reflect credit on themselves, their employer, and the Federal government. Disciplinary actions, including removal actions, shall be the responsibility of the Contractor. VA Police Chief and Contracting Officer are to be kept apprised of actions and situations.

Removal From Duty: The Government may also require the Contractor to immediately remove any employee(s) from the work-site(s) should it be determined that individuals are being assigned to duty who have been disqualified for either suitability or security reasons, or who are found to be unfit for performing security duties during their tour(s) of duty. The Contractor shall comply and provide a replacement. Such a determination of unfitness may be made for, but not limited to, the following types of incidents of misconduct or delinquency:

- a) Violations of VA Rules and Regulations Governing Security, Law Enforcement, and Standards of Conduct on Veterans Affairs Property, 38 CFR 1.218.
- b) Neglect of duty, including sleeping while on duty, unreasonable delays or failure to carry out assigned tasks, conducting personal affairs during official time, lack of or limited productive service and refusing to render assistance or cooperate in upholding the integrity of the security program at the work-site.
- c) Falsification or unlawful concealment, removal, mutilation, or destruction of any official documents or records, or concealment of material facts by willful omissions from official documents or records.
- d) Disorderly conduct, use of abusive or offensive language, quarreling, rude inappropriate comments, sexual harassment, intimidation by words or actions, or fighting. Also participation in disruptive activities which interfere with the normal and efficient operations of the government.
- e) Theft, vandalism, immoral conduct, or any other criminal act.
- f) Selling, consuming or being under the influence of intoxicants, drugs, or substances which produce similar effects.
- g) Involvement in commercial activities at any time while on Government controlled property (included soliciting sale, donation, etc., from employees, patients, or others).
- h) Improper use of official authority or credentials.
- i) Unauthorized use of communications equipment or Government property (includes unauthorized or personal use of internet, long distance telephone services or government computer network).
- j) Possession or Misuse of weapons(s).
- k) Violation of security procedures or regulations.
 - a) The Contracting Officer, in conjunction with VA Police Chief will make all determinations regarding the removal of a person(s) from the work site(s). In the event of a dispute, the

Contracting Officer will make final determination. Specific reasons for removal of an employee(s) will be provided in writing to the Contractor.

- b) Control of Contract Personnel: The Contractor shall have the sole responsibility and prerogative of selection, assignment, transfer, management, and control of contract staff in performance of this contract. The VA does not hire individuals to perform under this contract and shall not hold "selection interviews" of any kind. However, all guards the Contractor proposes to assign are subject to the approval of the VA Police Chief. The Contractor shall not employ any persons for work on this contract who are not fully qualified. Proof of qualifications shall be required in the form of resume references, credentials, certifications, etc., prior to being assigned to duties. If persons are identified to the Contractor by the Contracting Officer as a potential threat to the health, safety, security, general well-being, or operational mission of the VA and its population, they shall be immediately removed from performance and may face legal charges. Quality oversight shall be provided by the COR.

Section 6: Attachments and Publications

Attachment #1 Paring Lot Graphics Amend #3

Attachment #2 WD Fresno 15-5609 (Rev.-6)

6.1 Related Links:

VA Handbook 6500.6, Contract Security, Appendix C is available at
https://www.va.gov/vapubs/viewPublication.asp?Pub_ID=793&FType=2

California Business and Professions Code Section 7582 at
https://leginfo.legislature.ca.gov/faces/codes_displayText.xhtml?lawCode=BPC&division=3.&title=&part=&chapter=11.5.&article=3.

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>
52.203-16	PREVENTING PERSONAL CONFLICTS OF INTEREST	DEC 2011
52.203-17	CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS	APR 2014
52.204-4	PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER	MAY 2011
52.204-9	PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL	JAN 2011
52.204-18	COMMERCIAL AND GOVERNMENT ENTITY CODE MAINTENANCE	JUL 2016
52.212-4	CONTRACT TERMS AND CONDITIONS—COMMERCIAL ITEMS	JAN 2017
52.228-5	INSURANCE—WORK ON A GOVERNMENT INSTALLATION	JAN 1997
52.232-18	AVAILABILITY OF FUNDS	APR 1984
52.232-40	PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS	DEC 2013
52.237-2	PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATION	APR 1984
52.245-1	GOVERNMENT PROPERTY	JAN 2017
52.245-9	USE AND CHARGES	APR 2012
852.203-70	COMMERCIAL ADVERTISING	MAY 2018
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 2018)

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

(1) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (JAN 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).

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

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

(4) 52.233-4, Applicable Law for Breach of Contract Claim (Oct 2004) (Public Laws 108-77 and 108-78 (19 U.S.C. 3805 note)).

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

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

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

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

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

☐ (5) [Reserved]

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

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

☒ (8) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (OCT 2015) (31 U.S.C. 6101 note).

☒ (9) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (Jul 2013) (41 U.S.C. 2313).

☐ (10) [Reserved]

☐ (11)(i) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (NOV 2011) (15 U.S.C. 657a).

☐ (ii) Alternate I (NOV 2011) of 52.219-3.

☐ (12)(i) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (OCT 2014) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

☐ (ii) Alternate I (JAN 2011) of 52.219-4.

☐ (13) [Reserved]

☐ (14)(i) 52.219-6, Notice of Total Small Business Set-Aside (NOV 2011) (15 U.S.C. 644).

- ☐ (ii) Alternate I (NOV 2011).
- ☐ (iii) Alternate II (NOV 2011).
- ☐ (15)(i) 52.219-7, Notice of Partial Small Business Set-Aside (June 2003) (15 U.S.C. 644).
- ☐ (ii) Alternate I (Oct 1995) of 52.219-7.
- ☐ (iii) Alternate II (Mar 2004) of 52.219-7.
- ☒ (16) 52.219-8, Utilization of Small Business Concerns (NOV 2016) (15 U.S.C. 637(d)(2) and (3)).
- ☐ (17)(i) 52.219-9, Small Business Subcontracting Plan (JAN 2017) (15 U.S.C. 637(d)(4)).
- ☐ (ii) Alternate I (NOV 2016) of 52.219-9.
- ☐ (iii) Alternate II (NOV 2016) of 52.219-9.
- ☐ (iv) Alternate III (NOV 2016) of 52.219-9.
- ☐ (v) Alternate IV (NOV 2016) of 52.219-9.
- ☐ (18) 52.219-13, Notice of Set-Aside of Orders (NOV 2011) (15 U.S.C. 644(r)).
- ☐ (19) 52.219-14, Limitations on Subcontracting (JAN 2017) (15 U.S.C. 637(a)(14)).
- ☐ (20) 52.219-16, Liquidated Damages—Subcontracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).
- ☐ (21) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (NOV 2011) (15 U.S.C. 657f).
- ☒ (22) 52.219-28, Post Award Small Business Program Rerepresentation (Jul 2013) (15 U.S.C. 632(a)(2)).
- ☐ (23) 52.219-29, Notice of Set-Aside for, or Sole Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (DEC 2015) (15 U.S.C. 637(m)).
- ☐ (24) 52.219-30, Notice of Set-Aside for, or Sole Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (DEC 2015) (15 U.S.C. 637(m)).
- ☒ (25) 52.222-3, Convict Labor (June 2003) (E.O. 11755).
- ☐ (26) 52.222–19, Child Labor—Cooperation with Authorities and Remedies (JAN 2018) (E.O. 13126).
- ☒ (27) 52.222-21, Prohibition of Segregated Facilities (APR 2015).
- ☒ (28) 52.222–26, Equal Opportunity (SEP 2016) (E.O. 11246).
- ☒ (29) 52.222-35, Equal Opportunity for Veterans (OCT 2015) (38 U.S.C. 4212).
- ☒ (30) 52.222-36, Equal Opportunity for Workers with Disabilities (JUL 2014) (29 U.S.C. 793).
- ☒ (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)(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.)

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

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

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

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

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

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

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

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

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

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

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

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

☐ (45) (i) 52.224-3, Privacy Training (JAN 2017) (5 U.S.C. 552a).

☐ (ii) Alternate I (JAN 2017) of 52.224-3.

☐ (46) 52.225-1, Buy American—Supplies (MAY 2014) (41 U.S.C. chapter 83).

☐ (47)(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.

☐ (48) 52.225-5, Trade Agreements (OCT 2016) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

☒ (49) 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).

☐ (50) 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).

☐ (51) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).

☐ (52) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).

☐ (53) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

☐ (54) 52.232-30, Installment Payments for Commercial Items (JAN 2017) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

☐ (55) 52.232-33, Payment by Electronic Funds Transfer—System for Award Management (Jul 2013) (31 U.S.C. 3332).

☐ (56) 52.232-34, Payment by Electronic Funds Transfer—Other than System for Award Management (Jul 2013) (31 U.S.C. 3332).

☐ (57) 52.232-36, Payment by Third Party (MAY 2014) (31 U.S.C. 3332).

☐ (58) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

☐ (59) 52.242-5, Payments to Small Business Subcontractors (JAN 2017)(15 U.S.C. 637(d)(12)).

☐ (60)(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:

[X] (1) 52.222-17, Nondisplacement of Qualified Workers (MAY 2014) (E.O. 13495).

[X] (2) 52.222-41, Service Contract Labor Standards (MAY 2014) (41 U.S.C. chapter 67).

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

Employee Class	Monetary Wage-Fringe Benefits
27101 GUARD I (GS-04)	\$12.40 - \$16.11
27102 GUARD II (GS05)	\$13.87 - \$18.03

[X] (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).

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

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

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

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

(xix) 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).

(xx) 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.

(xxi) 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 52.217-7 OPTION FOR INCREASED QUANTITY—SEPARATELY PRICED LINE ITEM (MAR 1989)

The Government may require the delivery of the numbered line item, identified in the Schedule as an option item, in the quantity and at the price stated in the Schedule. The Contracting Officer may exercise the option by written notice to the Contractor within . Delivery of added items shall continue at the same rate that like items are called for under the contract, unless the parties otherwise agree.

(End of Clause)

C.4 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.5 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within 30 DAYS; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

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

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 18 MONTHS.

(End of Clause)

C.6 VAAR 852.219-10 VA NOTICE OF TOTAL SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS SET-ASIDE (JUL 2016)(DEVIATION)

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

(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 (see VAAR 802.201 Surviving Spouse definition);

(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;

(iv) The business has been verified for ownership and control pursuant to 38 CFR 74 and is so listed in the Vendor Information Pages database, (<https://www.vip.vetbiz.gov>); and

(v) The business will comply with subcontracting limitations in 13 CFR 125.6, as applicable

(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 verified service-disabled veteran-owned small business concerns. Offers received from concerns that are not verified service-disabled veteran-owned small business concerns shall not be considered.

(2) Any award resulting from this solicitation shall be made to a verified 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, the concern will comply with the limitation on subcontracting requirements in 13 CFR §125.6.

(d) A joint venture may be considered a service-disabled veteran owned small business concern if the joint venture complies with the requirements in 13 CFR 125.15, provided that any reference therein to SDVO SBC is to be construed to apply to a VA verified SDVOSB as appropriate.

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

(End of Clause)

C.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)

C.8 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.9 LIMITATIONS ON SUBCONTRACTING-- MONITORING AND COMPLIANCE (JUN 2011)

This solicitation includes . 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 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 Number</u>	<u>Title</u>	<u>Date</u>
52.204-7	SYSTEM FOR AWARD MANAGEMENT ALTERNATE I (JUL 2013)	OCT 2016
52.204-16	COMMERCIAL AND GOVERNMENT ENTITY CODE REPORTING	JUL 2016
52.209-5	CERTIFICATION REGARDING RESPONSIBILITY MATTERS	OCT 2015
52.212-1	INSTRUCTIONS TO OFFERORS—COMMERCIAL ITEMS	JAN 2017
52.212-3	OFFEROR REPRESENTATIONS AND CERTIFICATIONS—COMMERCIAL ITEMS	NOV 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	JAN 1998
852.270-1	REPRESENTATIVES OF CONTRACTING OFFICERS	JAN 2008

E.2 52.209-7 INFORMATION REGARDING RESPONSIBILITY MATTERS (JUL 2013)

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

"Administrative proceeding" means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative Proceedings, Civilian Board of Contract Appeals Proceedings, and Armed Services Board of Contract Appeals Proceedings). This includes administrative proceedings at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include agency actions such as contract audits, site visits, corrective plans, or inspection of deliverables.

"Federal contracts and grants with total value greater than \$10,000,000" means—

- (1) The total value of all current, active contracts and grants, including all priced options; and
- (2) The total value of all current, active orders including all priced options under indefinite-delivery, indefinite-quantity, 8(a), or requirements contracts (including task and delivery and multiple-award Schedules).

"Principal" means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a division or business segment; and similar positions).

(b) The offeror [] has [] does not have current active Federal contracts and grants with total value greater than \$10,000,000.

(c) If the offeror checked "has" in paragraph (b) of this provision, the offeror represents, by submission of this offer, that the information it has entered in the Federal Awardee Performance and Integrity Information System (FAPIS) is current, accurate, and complete as of the date of submission of this offer with regard to the following information:

(1) Whether the offeror, and/or any of its principals, has or has not, within the last five years, in connection with the award to or performance by the offeror of a Federal contract or grant, been the subject of a proceeding, at the Federal or State level that resulted in any of the following dispositions:

- (i) In a criminal proceeding, a conviction.
- (ii) In a civil proceeding, a finding of fault and liability that results in the payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more.
- (iii) In an administrative proceeding, a finding of fault and liability that results in—
 - (A) The payment of a monetary fine or penalty of \$5,000 or more; or
 - (B) The payment of a reimbursement, restitution, or damages in excess of \$100,000.
- (iv) In a criminal, civil, or administrative proceeding, a disposition of the matter by consent or compromise with an acknowledgment of fault by the Contractor if the proceeding could have led to any of the outcomes specified in paragraphs (c)(1)(i), (c)(1)(ii), or (c)(1)(iii) of this provision.

(2) If the offeror has been involved in the last five years in any of the occurrences listed in (c)(1) of this provision, whether the offeror has provided the requested information with regard to each occurrence.

(d) The offeror shall post the information in paragraphs (c)(1)(i) through (c)(1)(iv) of this provision in FAPIS as required through maintaining an active registration in the System for Award Management database via <https://www.acquisition.gov> (see 52.204-7).

(End of Provision)

ADDENDUM to FAR 52.212-1 INSTRUCTIONS TO OFFERORS—COMMERCIAL ITEMS

SUBMISSION INSTRUCTIONS

(a) General Instructions

- (1) Electronic Submissions: Contractors must email their quote to Larry Facio at Larry.Facio@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 must be emailed to Larry.Facio@va.gov no later than three business days prior to the quote due date. Verbal inquiries or questions will not be addressed or accepted.
- (3) The quote must be prepared in two parts consisting of a "Technical Approach" and separate section for "Pricing Information". Each of the parts shall be separate and complete so that evaluation of each part can be accomplished independently.

(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) Technical Approach

- (1) The technical approach must not contain any references to pricing. Resource information such as data concerning labor hours and categories, equipment, materials, subcontracts, should be included in so that contractor's understanding of the Scope of Work may be evaluated; however, any reference to pricing must not be included. Pricing information will be submitted in a separate document.
- (2) The technical approach must address all of the required information for Factor #1, Technical Capability and Factor #2, Past Performance.
- (3) The technical approach must clearly identify each element of the technical capability factor listed in provision 52.212-2. There are **3** elements listed and the vendors must indicate in the technical approach document which element they are addressing so that the Government can clearly identify which factor the information is addressing. This is not intended to be an overly burdensome task and can be accomplished by a simple heading indicating which element is being addressed followed by the supporting information. The Government will not sift through several pages of a technical approach document trying to determine which element is being addressed. The Government is not requesting boilerplate technical approaches that have been prepared for a wide variety of Government solicitations.
- (4) For the individual elements of the technical capability factor, the quote must state how the contractor will address each element and cannot simply restate the Performance Work Statement. Simply restating the Performance Work Statement will not be accepted.
- (5) For Factor #2 Past Performance, the past performance surveys can be incorporated into the technical approach document. 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 a technical approach package.

(d) Pricing Information

(1) The pricing information will consist of the contractor's overall price to provide these services. To submit the pricing information, fill out the Price / Cost Schedule and if necessary include an attachment that would better describe the product offering, to include Company Vehicles and which pricing within the Price / Cost Schedule contains this cost. Ensure the Price / Cost Schedule depicts the Base Year and Option Period pricing for each respective unit price and calculated to the extended total.

2) When generating quote, for Security Guard Services pertaining to wages should consider EO 137706, Health and Welfare, Holiday Pay, Vacation, Uniform Allowances, etc.

E.3 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 technical approach addressing the following elements:

- 1) Expertise: What is the Contractor's level of expertise in this field? This includes key personnel.
- 2) Scheduling: What is the Contractor's proposal to accommodate duty-hours, shift-change, breaks, employee meal breaks, and response to real-time requests, incidents, or emergencies?
- 3) Subcontracting: Does the Contractor plan to subcontract out any portion of the work? If so, do they have a letter of commitment from the subcontractor indicating their commitment to this project upon award?

FACTOR 2 – Past Performance

The past performance surveys that the contractor submits with their quote package will be reviewed to determine if the previous work was recent (within the past 5 years) and relevant (similar size and

magnitude). The surveys will also be reviewed to determine the overall trend in the ratings of quality for the previous contracts.

FACTOR 3 – Price

The pricing information will consist of the contractor's overall price to provide these services. 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.4 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

Hand-Carried Address:
Department of Veterans Affairs
Acquisition Operations Service (049A3)
810 Vermont Avenue, NW
Washington DC 20420

Mailing Address:

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

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

(End of Provision)

PLEASE NOTE: The correct mailing information for filing alternate protests is as follows:

NCO21 Veterans Health Administration
3230 Peacekeeper Way Bldg. 209
McClellan, Ca 95652

Or for solicitations issued by the Office of Construction and Facilities Management:

NCO21 Veterans Health Administration
3230 Peacekeeper Way Bldg. 209
McClellan, Ca 95652