FedBizOpps

**Combined Synopsis/Solicitation Notice**

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**CLASSIFICATION CODE**

**SUBJECT**

**CONTRACTING OFFICE'S**

**ZIP-CODE**

**SOLICITATION NUMBER**

**RESPONSE DATE (MM-DD-YYYY)**

**ARCHIVE**

**DAYS AFTER THE RESPONSE DATE**

**RECOVERY ACT FUNDS**

**SET-ASIDE**

**NAICS CODE**

**CONTRACTING OFFICE**

**ADDRESS**

**POINT OF CONTACT**

(POC Information Automatically Filled from

User Profile Unless Entered)

**DESCRIPTION**

**\***

**See Attachment**

**AGENCY'S URL**

**URL DESCRIPTION**

**AGENCY CONTACT'S EMAIL**

**ADDRESS**

**EMAIL DESCRIPTION**

**ADDRESS**

**POSTAL CODE**

**COUNTRY**

**ADDITIONAL INFORMATION**

**GENERAL INFORMATION**

**PLACE OF PERFORMANCE**

**\* = Required Field**

FedBizOpps Combined Synopsis/Solicitation Notice

Rev. March 2010

X

Broker Services NCO 16 to include Louisiana, Mississippi,

Oklahoma, Arkansas, Florida, Missouri, Texas, and outlying

areas.

70112

36C25619Q0083

02-19-2019

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523120

Department of Veterans Affairs

Southeast Louisiana Veterans HCS

1515 Poydras Street

New Orleans LA 70112

Debra James

Department of Veterans Affairs

Southeast Louisiana Veterans HCS

1515 Poydras Street

New Orleans, Louisiana

70112

Please see SOW for details

debra.james3@va.gov

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Introduction to

NCO 16 VA Broker Leasing Support Services

Prime Contractor: NAICS 523120 -- Offices of Real Estate Agents and Contractors (Small Business Size Standard: $7.5 Million). Fixed Price Contract.

LOCATION OF PERFORMANCE: States include Louisiana, Mississippi, Oklahoma, Arkansas, Florida, Missouri, Texas and outlying areas.

PERIOD OF PERFORMANCE: From date of award, (anticipated for March 1, 2019) for one base year with four one-year option periods. VA anticipates making a Multiple Award Indefinite Quantity Indefinite Delivery (IDIQ) award to approximately three Contractors to serve NCO 16. Each IDIQ contract awarded will have a minimum value of $1,000.00 and a maximum value of $1,500,000.00.

MINIMUM VALUE: $1,000.00 per awardee

MAXIMUM VALUE: $1,500,000.00 per awardee This Request for Quote is a solicitation for commercial services prepared in accordance with the format in Federal Acquisition Regulation (FAR 12.6) as supplemented with additional information included in this notice. This solicitation document and incorporated provisions and clauses are those in effect through Federal Acquisition Circular 2005-84. Offers are due no later than Tuesday, February 19, 2019 by 12:00 p.m., Central Local Time (CST), New Orleans, LA. This solicitation is set aside 100 % for Small Businesses.

2. The Performance Work Statement within this solicitation is a non-negotiable document. Offers/quotes shall not include edits, revisions, additions, deletions, alterations, or track change comments to the Statement of Work.

3. All Contractors are required to be actively registered in the System for Award Management (SAM). (SAM Website: www.sam.gov). Registration in SAM is a requirement to do business with the Federal Government and registration in SAM shall be maintained throughout the performance of the contract.

4. Modifications:

Contracting Officers within the networking contracting office issuing the contract, only, may issue modifications to the contract.

5. Please note the requirements of FAR provision 52.212-3. Prospective Contractors shall complete electronic annual representations and certifications at www.sam.gov in conjunction with required registration in the SAM database. Representations & Certifications must be completed and/or updated by the date and time offers are due.

6. Working hours are between 08:00 am – 04:30 pm, Monday through Friday. All federal holidays excluded. Any work outside of normal working hours must be pre-approved by the CO and COR.

7. Solicitation Questions

The specific requirements for this solicitation are outlined in the Performance Work Statement. Questions concerning this solicitation shall be submitted in writing only. Questions shall be submitted via electronic mail to: debra.james3@va.gov . Questions will be accepted up to 4:00 p.m. (CST), February 6, 2019. All questions are to be written and sent via email debra.james3@va.gov and answers will be published via amendment via FedBizOpps.

8. Amendments to Solicitation

Amendments to this solicitation shall be posted on FedBizOpps only (Website (www.fbo.gov). It is the responsibility of the contractor to monitor any updates via www.fbo.gov for any amendments to this solicitation. All questions and answers will be published via an amendment.

9. INVOICING WILL BE DETERMINED BY EACH TASK ORDER.

NOTE: All documentation submittal due times are Central local time (New Orleans, Louisiana).

**B.2 PERFORMANCE WORK STATEMENT AND QUALITY REQUIREMENTS**

**SCHEDULE OF SERVICES QTY UNIT UNIT PRICE AMOUNT**

**0001 Lease Acquisition for Commercial 1 fee**

**Base Year**

**Lease Small: under 30,000 NUSF 1 fee**

**Lease Medium: 30,000 – 100,000 NUSF 1 fee**

**Lease Large: 100,000 and greater NUSF 1 fee**

**0002 Lease Acquisition for Commercial 1 fee**

**Option Year 1**

**Lease Small: under 30,000 NUSF 1 fee**

**Lease Medium: 30,000 – 100,000 NUSF 1 fee**

**Lease Large: 100,000 and greater NUSF 1 fee**

**0003 Lease Acquisition for Commercial 1 fee**

**Option Year 2**

**Lease Small: under 30,000 NUSF 1 fee**

**Lease Medium: 30,000 – 100,000 NUSF 1 fee**

**Lease Large: 100,000 and greater NUSF 1 fee**

**0004 Lease Acquisition for Commercial 1 fee**

**Option Year 3**

**Lease Small: under 30,000 NUSF 1 fee**

**Lease Medium: 30,000 – 100,000 NUSF 1 fee**

**Lease Large: 100,000 and greater NUSF 1 fee**

**0005 Lease Acquisition for Commercial 1 fee**

**Option Year 4**

**Lease Small: under 30,000 NUSF 1 fee**

**Lease Medium: 30,000 – 100,000 NUSF 1 fee**

**Lease Large: 100,000 and greater NUSF 1 fee**

**Please note: Commissioned fee and unit are the same. Please write in your unit price as a percentage.**

**There is no guarantee the Contractor will be awarded any additional Task Orders for project that may arise in the same geographic location at the Market Data services being performed.**

**Offerors are advised that the commission rates proposed will set the not to exceed cap for that contract. The contractor will not be able to propose higher commissions in the future, on any applicable task under this contract. The contractor may, however, offer reduced rates on a task order basis at their discretion.**

**The assumption of one project in each category per year is utilized for evaluation purposes only. Nothing within this section should be construed as a promise nor guarantee of future workload.**

1. **INTRODUCTION**

VA intends to make a multiple award of firm-fixed price, indefinite delivery, indefinite quantity (IDIQ) contract to small businesses with a base year and four one-year option periods. The contract will have a geographic coverage area of VISN 16 to include Louisiana, Arkansas, Mississippi, Texas, Oklahoma, Missouri, Florida, and outlying areas. Award of this contract does not preclude the Government from continuing contracts for similar services and will not preclude the Government from awarding additional contracts for similar services in the future, in the event VA determines additional contracts are necessary.

All decisions regarding a lease acquisition or other real property actions made on behalf of the Government are reserved for the Contracting Officer (CO), and their designated representative. Contractors are prohibited from performing any Inherently Governmental functions listed in FAR Part 7.5. Please note, NCO 16 and Veterans Affairs have reserved certain work for performance by Federal Employees and take special care to retain sufficient management oversight over how contractors and Contractors are used to support government operations and to ensure that Federal employees have the technical skills and expertise needed to maintain control of the agency mission and operations. Contractor services will not expand to include decision making and will not interfere with government’s ability to exercise independent judgement.

As of the date regarding the subject Request for Quote (RFQ), VA leases space by delegation of authority from the General Services Administration (GSA) on a project-by-project basis.

Federal laws and regulations require the Government to procure leased space utilizing competitive procedures, unless otherwise justified.

One of the goals of this contract is to provide consistency in policies and procedures for VA acquisition services nationwide. Most acquisitions follow the procedures stated in this document in addition to the General Services Acquisition Manual, Federal Acquisition Regulations, VA Acquisition Regulations, and all Laws and Executive Orders that pertain to federal leasing (See Exhibit 1). Any significant deviation from the procedures stated in the contract shall be directed to the Contracting Officer (CO).

1. **SCOPE**

The Contractor shall support NCO 16, contracting staff, and other VA personnel, as needed in the acquisition of leasehold interests and other leasing actions, build-to-suite, oversight of construction, due diligence activities, and related real estate services. The Contractor shall bring forward a team consisting of a) A Prime Contractor registered under NAICS 531210 -- Offices of Real Estate Agents and Contractors. The Prime Contractor will be responsible for procuring other subject-matter experts on a project-by-project basis to fulfill due diligence requirements.

Prior to performance of any contract services, a TO will be awarded, using fair opportunity procedures. Contractors shall have an opportunity to submit pricing and technical proposals on a task order basis, in accordance with the fair opportunity procedures. Task Orders will be awarded competitively based on Fair Opportunity procedures in FAR 16.505.

Contractors must comply with personnel qualification requirements including certification, experience, conflict of interest, nondisclosure, and clearances, stated within this PWS.

Performance of contract services requires expertise in both commercial real estate practices and Federal procurement regulations related to Federal lease and build-to-suit acquisitions. Federal lease acquisitions are required to be performed in compliance with Federal lease acquisition regulations, Federal lease law, and applicable Executive Orders, and other procurement regulations, policy directives and processes listed in Exhibit 1 or referenced in this Request for Quote. For all TOs issued in support of the contract, the Contractor will be expected to sign a Conflict of Interest and Non-Disclosure Form, regardless of project type.

Conractors will provide due diligence services and other leasing acquisition support services for lease facilities. (See Modules 1 to3).

All decisions regarding a lease acquisition or other real property actions made on behalf of the Government are reserved for the CO, and their designated representative. The Contractor is prohibited from performing any Inherently Governmental functions listed in FAR Part 7.5

The Contractor is responsible for providing all deliverables and services in a timely and professional manner. Multiple TOs may run concurrently, so the Contractor must have the capacity to supply sufficient staff and resources, through subcontracting for services if necessary, to successfully complete services and meet required delivery dates.

This is a 'non-personal services contract' as defined in FAR 37.101. It is therefore understood and agreed that the Contractors and their employees: (1) shall perform the services specified herein as independent Contractors, not as employees of the Government; (2) shall be responsible for their own management and administration of the work required and bare sole responsibility for complying with any and all technical, schedule, or financial requirements or constraints attendant to the performance of the contract; (3) shall be free from supervision or control by any Government employee, but (4) shall, pursuant to the Government's right and obligation to inspect, accept, or reject the work, comply with such general direction of the CO, or the duly authorized representative(s) thereof as necessary to ensure accomplishment of contract objectives.

Websites referenced are to provide Contractors access to forms; sample documents; and statutes, executive orders, and regulations that govern Federal lease acquisition. As necessary, during the term of the contract, the Contracting Officer or a designated representative may provide updated web addresses, forms, or templates.

The Government may also implement non-traditional and innovative lease procurement, acquisition, and methods and techniques. If it is determined to be in the best interest of the Government to employ new methods or techniques, Contractors accepting award of a TO in which the new method is included in the TO request for quotes/proposals, agrees to conduct the work under that TO utilizing the new methods at unanticipated no additional cost to the Government. In the event new procedures are implemented, guidance will be provided to the Contractors by the Government.

In addition to work related to lease procurements the Contractors shall provide necessary documentation and assistance to the Government on disputes, protests, claims, and appeals related to services that they are performing or have performed. In the event the Government receives a congressional inquiry, a Freedom of Information Act (FOIA) request, subpoena or other similar inquiry, demand or request for information, Contractors will cooperate with the Government as necessary.

The Contractor’s key personnel shall not be substituted without notifying the Government in writing and approved by the CO.

The Contractor shall attend up to two performance review meetings a year with the Contracting Officer, Contract PM, Contracting Officer’s Representative (COR), and other Government representatives, at the Government’s discretion.

The Contractor’s key personnel and project management staff are required to attend initial training determined by the PM and the CO for the implementation of this contract. Initial training will be held in person at The New Orleans Office. Meetings will be determined at a later date.

In addition to project-specific meetings described herein, the Contractor should expect to participate in quarterly calls and, a minimum of four annual planning meetings (one for each option year, should the option be exercised by the Government), preparation of presentations, and several smaller training sessions at the New Orleans Office. These services are considered administration and compliance activities to be undertaken by the Contractor to remain in good standing under the Contract and therefore will not be reimbursed by the Government. The Contracting Officer retains sole discretion to allow Video/Teleconference participation in the annual meeting as an exception based solely on work load considerations. The COR will host these meetings and will be the point of contact for coordination for the meetings.

1. **DEFINITIONS AND TERMINOLOGIES**

The definitions and terminologies for this RFQ and for TOs issued against the subsequent contracts are provided in the Design Guide and also below. For clarification of any terms which are not included below or in the Design Guide, contact the CO.

1. **Aggregate Lease Value**

Defined as the fully serviced annual rent to be paid by VA for the firm term of the lease for purposes of calculating the Contractor’s commission. The firm term and application of commissions are defined within this subject RFQ for each leasing project.

The Aggregate Lease Value shall include‑

(i) the initial fully serviced annual rent to be paid by VA on all space leased by VA, including base rent, base operating costs, and base real estate taxes, and

(ii) any fixed annual or other periodic annual rent step changes (either increases or decreases) and/or fixed annual or other periodic rent escalations.

The Aggregate Lease Value shall not include‑

(iii) any rental abatement provided to VA pursuant to the Lease;

(iv) any annual rental escalations covering operating expense and/or real estate tax increases during the lease term,

(v) any additional amounts paid by VA for services over and above those furnished by Lessor as a part of the Lease (i.e., any amounts paid by VA in lump sum),

(vi) lump sum payments to pay for tenant improvements, and

Commissions will not be collected on option periods or for lease terms beyond the firm term of the lease.

1. **Approval**

When the Government has reviewed submittals, deliverables, or administrative documents, has determined the services or submissions conform to contract requirements, and has communicated final acceptance to the Contractor.

1. **Commission**

The percentage of the Aggregate Lease Value that the Contractor will receive as compensation. The Contractor's commission is paid to the Contractor by the lessor in accordance with the terms of the lease and this RFQ.

1. **Contract and Contractor**

"Contract" means the national multiple-award IDIQ contract awarded from this RFP, which shall incorporate this RFQ in its entirety, and "Contractor" means the party who has entered into this Contract with the Government.

1. **Day**

In this Contract, unless explicitly indicated otherwise, “day” refers to Federal working days (Monday through Friday, excluding Federal holidays).

1. **Government Personnel**

Government employees that may be identified by the Government to work with the Contractor, at the Government’s discretion.

1. **G-REX**

An acronym for GSA Real Estate Exchange. G-REX is a system that facilitates a PM’s and CO’s request for a delegation of authority from GSA and provides a forum to upload award documents post-award as required by GSA.

1. **Inherently Governmental**

The Contractor may not bind the Government or perform any functions that remain the responsibility of the Government as defined in FAR Part 7 Subpart 7.5—Inherently Governmental Functions. The below non-exhaustive list highlights lease procurement-specific tasks that are considered Inherently Governmental. Note, however, that the Government reserves the right to request the Contractor’s assistance to support the Government in these functions.

NOTE: Some actions and determinations are the sole responsibility of the Contracting Officer. Those items are marked with an asterisk. These actions cannot be delegated. The Contractors may be asked to prepare documentation or provide information associated with these tasks.

* Approving documents and/or signing on behalf of the Government (i.e., Notice to Proceed, or any correspondence on VA Letterhead)\*
* Approval of decisional tools of the Government such as Categorical Exclusion Checklists, Environmental Assessments, or Environmental Impact Statements
* Certification of funds availability\*
* Change Orders or any other contract modifications (the Contractor shall not order or issue without Governmental signature)\*
* Compliance with Randolph-Sheppard Act
* Consultation with VA Office of General Counsel (Section C.4.1.10)
* Procurement-related correspondence with offerors that may bind the Government, including but not limited to debriefings and discussion\*
* Resolution of protests or any other Government settlement or claim\*
* Government correspondence with Congress or other governmental entities
* Response to Freedom of Information Act (FOIA) requests (Section C.2)
* Formal determination that costs are fair and reasonable\*
* Determination that construction is substantially complete\*
* Approval of fire protection, seismic, life safety, or sustainability measures
* Independent Government Estimate (IGE) development
* Execution of leases or lease amendments\*
* Signature of any letter on VA letterhead\*
* Occupancy Agreements
* Prospectus submission/approval
* Receipt and approval of reimbursable work authorizations (RWA)
* Approval of OMB Circular A-11 Lease Scoring Analysis
* Approval of source selection\*
* Approval of Source Selection Plan (SSP)\*
* Award determination\*
* Competitive Range Determination\*
* Determination of Responsibility or Non-Responsibility\*
* Determination of Socioeconomic Status of an Offeror\*
* Release of an Advertisement\*
* Release of a Solicitation\*
* Disposition of Agency Protests\*
* Settlement Agreements\*
* Serving as a voting member on a Source Selection Evaluation Board (SSEB), Technical Evaluation Board, site selection team, or market survey team
* Small Business Subcontracting Plan approval\*
* Approving and releasing a Justification for Other Than Full and Open Competition (JOTFOC)\*

1. **Lease Amendment (LA)**

A document used to change or modify an existing lease to reflect any change to the lease terms. For example, the acquisition of additional space, changes to agreed-upon tenant improvements, revision in terms or rental payments, payment of overtime services, change in ownership or payee, or any other action that changes the terms or substance of the lease.

1. **Design Guide**

The Design Guide contains VA’s authorities, policies, technical and procedural guides, and administrative limitations governing the acquisition by lease of real property. The Design Guide may be updated, amended, and/or supplanted by the Government, and the Contractor is responsible for keeping up-to-date on the current version of the Design Guide found at <http://www.cfm.va.gov/til/index.asp>.

1. **Normal NCO 16 Office Work Hours**

The normal work hours of NCO 16 New Orleans are between 8:00 to 4:30 p.m.

k. **SFO and RLP**

A document used to solicit offers for a lease acquisition. The SFO and RLP describe Government requirements and performance criteria against which a lessor is expected to perform, and the evaluation criteria that the Government will use to evaluate offers. As listed below, there are several different documents that may be used. The CO and PM for a specific TO will determine the RLP/SFO form for the lease acquisition. The RLP is a GSA document, and the SFO is a VA document that is included in the Design Guide.

1. **Simplified Lease Acquisition Threshold Lease (SLAT lease):**

A simplified RLP format that may be used for a lease acquisition under the Simplified Lease Acquisition Threshold, unless another format is required by the CO. The Simplified Lease Acquisition Model is not appropriate for use with Built-to-Suit Leases. Current GSA forms and procedures should be utilized.

1. **Standard Lease**

The SFO used for New or New/Replacing Leases and Succeeding leases with extensive tenant improvements or buildout, or for build-to-lease projects, i.e. Build-to-Suit. This is a VA form found in the Design Guide Streamlined Lease. This RLP is rarely used by VA. Current GSA forms and procedures should be utilized.

1. **Succeeding/Superseding Lease**

The RLP used when the existing premises meets or substantially meets the tenant agency's on-going requirements so that only minimal, if any, alterations are necessary and it takes a turnkey approach to defining any new required improvements. Current GSA forms should be utilized, but VA’s procedures must be followed.

1. **Warehouse Lease**

The RLP used for space whose predominant use is for storage, distribution, or manufacturing—such as for equipment, repair parts, documents, furnishings, or any other of the innumerable things for which our client agencies require holding space. This lease can be used for any size or rental value of warehouse space.

1. **Required Delivery Date (RDD)**

The date specified in the TO schedule for completion of the TO.

1. **Source Selection - Best Value Trade-Off Method**

When lease award is based on the evaluation of cost or price and other non-priced factor(s) to determine the best value to the Government. The best value concept provides the opportunity for a cost/technical tradeoff and does not require that award be made to the offeror submitting the lowest cost or price or to the highest technically rated offer, although the ultimate decision may be to select the lowest priced offer or the highest technically rated offer. The CO has the authority to make the cost/technical trade-offs in a manner consistent with the award methodology stated in an RLP or SFO.

1. **Source Selection - Lowest Priced Technically Acceptable**

When award is expected to result from selection of the technically acceptable proposal with the lowest evaluated price. (See FAR 15.101-2) This method is typically not preferred for lease contracts.

1. **DESCRIPTION OF MODULES**

The services described below include lease acquisition services, due diligence services, and other services. They each will involve the Contractors’ receipt of a request from the PM and/or CO that a service be provided, and the Contractors’ completion of the requested work to the Government’s satisfaction, and then the payment to the Contractors’ will be issued in accordance with the subject task order.

* 1. **Module 1 – Lease Acquisition Services** 
     1. **General**

The services described below may include all or a combination of the following steps: 1) participating in a project orientation with the PM and CO, other Government personnel, and other Contractors; 2) advertising the requirement; 3) analyzing and surveying the market and preparing a market survey report; 4) developing and issuing an RLP or SFO and any RLP or SFO amendments; 5) reviewing and evaluating offers; 6) preparing financial analyses; 7) providing support in negotiations and discussions with offerors; 8) preparing the lease documents and any lease amendments, and obtaining required signatures; 9) performing post award services, and 10) assisting VA with FOIA inquiries, Congressional and other governmental inquiries, claims, litigation, settlements, and disputes.

The Contractor shall conduct these tasks in accordance with applicable regulations and guidance upon the receipt of a written TO. The level of effort and the amount of travel required for each acquisition will vary dependent on the size and complexity of the transaction. Travel is required on most TOs for lease acquisition services.

Task Order for this Contract shall not exceed $1,500,000.

|  |  |
| --- | --- |
| **Lease Sizes** | |
| Small | less than 30,000 NUSF |
| Medium | between 30,000 NUSF and 100,000 NUSF |
| Large | over 100,000 NUSF |

* + 1. **Regulations, Processes, and Procedures**

GSAM Part 570 includes the GSA regulations applicable to leasing, and the Design Guide includes regulations and guidance on VA-specific leasing processes and procedures. Lease acquisition procedures and regulations vary depending on the complexity of an acquisition.

* + 1. **Tasks**

The following table sets forth the standard tasks under this Contract as they relate to lease acquisition services which may include competitive and noncompetitive leases, lease extensions, and strategic planning. These services may require the completion of all or a combination the following: requirements development, lease acquisition, and post award services as indicated below.

|  |  |  |
| --- | --- | --- |
| **Procurement Step** | **Services** | **Deliverables (Each Task Order shall include a deliverable schedule)** |
| Ongoing | * - Facilitate meetings and conference calls * - Track and update project timeline * - Engage in non-binding communication with interested parties | * - Meeting notes/minutes * - Project timeline/Schedule * - Assisting VA with FOIA inquiries, Congressional and other governmental inquiries, claims, litigation, settlements, and disputes |
| Project Initiation | * - Market research * - Kickoff call * - Assist in development of requirements | * - Informal report on market conditions, available space, and rental rates * - Meeting notes/minutes |
| GSA Delegation Request | * - Provide VA with delegation request documentation * - As requested, upload documentation to GREX and submit delegation request | * - Market data, forms, floodplain maps, and other information as requested by Project Manager (PM) or Contracting Officer (CO) |
| Advertisement | * - Map and research delineated area * - Compose advertisements * - Publish newspaper advertisement | * - Delineated area description and map * - Floodplain map * - Public transportation map * - Map of amenities * - Fedbizopps.gov and newspaper advertisements |
| Market Survey | * - Facilitate market survey scheduling and logistics * - Provide transportation to members * - Answer questions and provide information to market survey team | * - List of properties submitted and recommendation for properties to tour * - Binder of materials for market survey team review * - Market Survey Report |
| RLP/SFO and Conceptual Design Development | * - Prepare RLP/SFO and incorporate project-specific edits * - Keep RLP/SFO updated to incorporate new standards and requirements * - Facilitate communications between PM, CO, user group, and other Contractors * -Pre-proposal Conference Coordination | * - Complete RLP/SFO with all exhibits, schedules, and attachments * - Notification of RLP/SFO release to be published on FBO |
| SFO Publication | * - Provide complete SFO to all interested parties in electronic format and amendments | * - List of SFO recipients |
| Pre-Proposal Conference | * - Provide equipment or space if necessary * - Assist in facilitating the meeting and coordinating with all parties * - Provide court reporter * - Providing meeting documents | * - Meeting minutes * - Compilation of questions asked and assist in draft answers |
| Technical Evaluation Board (TEB) | * - Provide equipment or space if necessary * - Review submitted offers for completeness and complete an abstract of offers received * - Contact offerors to request missing information * - Duplicate offeror submissions as necessary for use by TEB members * - Prepare evaluation documents for review by PM and CO * - Prepare packages of approved materials for use by TEB members * - Provide a means by which TEB members will score and evaluate offers electronically and those scores and by which evaluations can be captured and saved to the contract file * - Conduct past performance, reference, and financial vet activities as required by the CO * - Check that TEB members completed their evaluations fully and signed where appropriate | * - Evaluation Factor Definitions * - Scoring/comment electronic interface * - Abstract of offers received * - Documentation of reference checks/past performance verification/financial capability confirmation * -Cost benefit analysis |
| Evaluation | * - Compile technical scores and comments * - Complete financial analysis of offers including * - Analyze technical and pricing scores * - Highlight any deficiencies, errors, omissions, or inconsistencies in technical or pricing information provided by offerors | * - TEB report with NPV data * - Synopsis of strengths, weaknesses, deficiencies of offers * - Synopsis of TEB comments * - Summary of combined technical and financial data * - Ranking based on combined scores |
| Oral Presentations | * - Facilitate scheduling oral presentations with TEB members, PM, CO, and offerors * - Provide presentation equipment or space if necessary | * - List of questions for CO |
| FPR Requests  Final Proposal Revision | * - Prepare request letters and any and all attachments for review by PM and CO * - Dispatch signed, approved documents to offerors | * - FPR request letters * - Clarifications and Amendments as necessary |
| Negotiations/Discussions | * - Handle logistics and coordination for setting up calls and meetings * -assist with negotiation as technical subject matter expertise * - Brief the PM and CO prior to calls and meetings * - If requested, lead all or a portion of calls and meetings | * - Meeting minutes |
| Amendments and Clarifications | * - Draft amendments and clarifications as needed and circulate for VA comment and approval * - Finalize documents and transmit to PM and CO for approval * - Distribute final, approved documents to offerors | * - Final, approved amendments and clarifications |
| Award preparation | * - Provide awardee information to PM and CO upon request * - Assemble and analyze data, documents, and project artifacts as necessary to present a complete picture of the procurement process and prospective winning offer for review and analysis by VA | * - Complete review binders for OGC and Office of Management * - Draft lease documents * - Contract clearance/file documents as necessary |
| Award  Award (continued) | * - Implement any edits made by concurring offices or other VA officials * - Obtain offeror signature and initials on necessary documents * - Prepare correspondence to successful and unsuccessful offerors * - Provide original signed documents to PM and in advance of the anticipated award date * - Coordinate and facilitate debriefings as necessary | * - Pre-award letter for signatures/initials * - Award letter and “unsuccessful” letters * - Two copies of complete lease initialed and signed by offeror |
| Post-Award | * - Facilitate scheduling post-award kickoff meeting to occur within ten (10) days of lease award * - Provide copies of lease and procurement documentation to VA personnel as necessary * - Collect commission from lessor * -Assist VA in all post-award services outlined in, including progress reports, TI pricing, inspections, change order preparation, review of wage rates, | * - Complete, signed, initialed lease on CD (10 copies) * - Kickoff meeting agenda and minutes * - Debriefing materials * - Correspondence to lessor and offerors as necessary * - Rule 4 file and any other required documents for any protest filed * - assisting VA with FOIA inquiries, Congressional and other governmental inquiries, claims, litigation, settlements, and disputes. |
| Acceptance | * - Coordinate with lessor to arrange walk-through date(s) * Prepare documentation | * - Lease Amendment(s) * - Correspondence to lessor as necessary |

Kick-off Meeting:

The Contractor shall schedule a Kickoff Meeting with the PM and user group within ten (10) days of TO issuance. The purpose of the meeting is to discuss roles, responsibilities, project schedule, the Contractor’s market analysis, procurement strategy, and initial project objectives or special requirements.

The Contractor shall submit the market and baseline project schedule to the PM four (4) days prior to the Kickoff Meeting. The PM will lead the meeting in cooperation with the Contractor. The Contractor shall prepare and disseminate an agenda 24 hours prior to the Kickoff Meeting.

Project Schedule:

The Contractor will collaborate with the PM to develop and maintain a project schedule based on NCO 16 Schedule. It is intended that this schedule will be revised during the life of the project, as necessary.

Advertising:

The Contractors shall prepare and submit a draft a) FedBizOpps.gov (FBO) notice and b) newspaper advertisement to the PM for CO approval prior to CO posting on FBO. If there is an inadequate response to the FBO posting, the PM may direct the Contractors to draft additional advertisements in another source and/or to engage in communications with local real estate offices. All newspaper advertisements will be at the Contractor’s expense. The Contractor shall prepare a list of all buildings and sites that respond to the advertisement. The list will identify the number of buildings and sites submitted that do not meet, and cannot be made to meet VA’s advertised minimum criteria, and the number of buildings and sites that do meet VA’s minimum advertised criteria and potentially meet, or could be made to meet VA’s other criteria for suitability. In addition to this list, the Contractor will provide a recommendation to the PM and CO on which buildings and sites should be toured. All buildings and sites that could be made to meet the minimum requirements will be included in the market survey.

Market Survey:

The Contractor will make necessary arrangements for the market survey, including transportation or market survey team members on the survey itself. Transporting team members during the market survey will be conducted at the sole cost of the Contractor. Team members shall all be transported in the same vehicle (ie, passenger van or mini bus) unless impracticable or impossible. Occasionally, there may be more than one market survey for a TO.

The Contractor shall arrive at the project location prior to the project team and conduct a pre-market survey to physically inspect each property as appropriate (building and/or site) to determine if it can meet the requirements of the RLP/SFO. The Contractor shall then brief the PM and CO prior to the formal tour with the local user group/VA representatives. Other potential invitees include space planners, engineers (including fire protection engineers), and architects.

The Contractor shall take necessary actions to prevent the potential offerors from learning procurement-sensitive information from the materials provided to the market survey team by the Contractor. Any information released to one potential offeror must be released to all potential offerors at the same time. During the market survey, the Contractor may only discuss with potential offerors the offered property and its potential to meet the requirements of the RLP/SFO. Discussions with property owners or their representatives may not include information about other properties being surveyed or other aspects of the procurement any time prior to award.

The Contractor shall submit to the PM and CO the following:

* A DRAFT Market Survey Report that includes specific recommendations regarding all viable alternatives and procurement methodologies (1-step, 2-step, etc). Required 10 days after market tour.
* A FINAL Market Survey Report. Required 3 days after receiving comments from VA.

Develop and Issue RLP/SFO and Amendments:

The Contractor shall use the most currently available SFO or RLP document, as directed by the PM/CO.

Upon approval of the draft RLP/SFO by the PM and CO, the contractor shall edit the document to incorporate the information gathered to date and then submit a copy to the user group and contract architect/engineer (A/E) for review and comment. The Contractor shall coordinate with the PM to schedule regular teleconferences in order to walk the user group and A/E through the document and obtain feedback. User group and A/E changes to the draft copy of the RLP/SFO shall be made electronically by the Contractor, using tracked changes mode. Each updated version of the document will be sent to the PM for review and comment. The Contractor must keep a record of all requested changes to the RLP/SFO, which shall be documented according to the source and rationale of the requested change. When no more changes are required for the RLP/SFO, the Contractor shall submit a final version of the RLP/SFO draft to the PM and CO for approval.

The Contractor shall maintain a list of interested parties and will direct all interested parties to fbo.gov for all information pertaining to the RLP/SFO. If the project will replace one or more existing VA leased facilities, a copy of the RLP/SFO must be provided to the current lessor(s) unless the current lessor(s) indicates in writing that he/she is not interested in participating in the acquisition. The Contractor must also provide a final, electronic copy of the RLP/SFO, clarifications, and amendments to the CO for release through Federal Business Opportunities website.

Pre-Negotiation/Negotiation Process:

The Contractor shall comply with this Contract and the Design Guide.

Clarifications; Review of Offers:

The Contractor shall record all questions raised by prospective offerors concerning the RLP/SFO. The Contractor shall consult with the PM and CO regarding responses to a prospective offeror raising the question and shall obtain approval by the CO. Answers to any questions should be distributed to all offerors unless the question deals with an offeror’s proprietary information. Draft answers to questions are to be drafted and submitted to the PM and CO for review and approval along with a recommendation on distribution.

The Contractor shall review all offers for compliance with the terms and conditions of the RLP/SFO, as amended. The contractor shall prepare an abstract of each offer submitted to track the completeness of submissions. This abstract shall be provided to the CO and PM for review no fewer than ten (10) days prior to evaluation of offers.

Five (5) business following conclusion of the Technical Evaluation Board, the Contractor shall submit for approval a TEB report, that includes offer analysis and summary document to the PM and CO.

This must include the following:

I. Background

a. Scope of the project (including cost, NUSF and term);

b. Brief history of advertisement, market survey and solicitation;

c. Brief summary of number of proposals received.

II. Technical Evaluation

a. Technical factors, sub-factors and weights;

b. Composition of the TEB;

c. Summary of technical scores for each proposal, broken down into sub-factor;

d. Confirmation that an employee validated the information contained within the reference checks;

e. Overall ranking and rating of technical scores;

f. Comparison of each offer to VA’s square footage thresholds.

III. Price Evaluation

a. Instructions on how VA would evaluate price, as included in the solicitation;

b. Price scores, broken down by schedule and line item;

c. A summary of the scoring runs for each proposal;

d. Overall ranking and rating of technical scores;

e. Comparison of each offer to VA’s cost thresholds.

IV. Recommendation of Chairperson

a. Next steps, including but not limited to award on initial offers, competitive range determination, or any amendments or clarifications that need to be issued;

b. Any identified risks or inconsistencies that have the potential to negatively impact the project scope, schedule, or quality.

The report shall include the following as attachments: SAMs and/or Vetbiz confirmation for any offeror claiming credit under socioeconomic status (provided by the CO); the confidentiality certificates; evaluation of all price and technical proposals; comparison of offers from a price, technical, and combined perspective; thorough identification of all significant strengths, weaknesses, and any deficiencies within the proposal; scoring runs for each offer in accordance with GSA and OMB guidelines (provided by the PM); thorough description of any past performance concerns; negotiation objectives; and confirmation whether offered prices and sizes are within the approved or authorized limitations; all scoresheets.

The TEB report must receive PM and CO approval prior to requesting Final Proposal Revisions (FPRs). The Contractor shall prepare a letter for each offeror and submit to the PM and CO for approval and signature.

Negotiate Offers:

After offers have been evaluated, the Contractor shall arrange and provide technical evaluation support in discussions/negotiations with each Offeror in the competitive range individually in accordance with approved negotiation strategies and objectives and in accordance with regulations and policies. Negotiations must be documented in writing whether conducted in person, or over the phone. In no event shall the Contractor engage in negotiations without the participation of both the PM and CO.

Reviewing Final Proposal Revisions (FPR’s):

The Contractor shall make arrangement for the TEB to be reconvened and provide an updated TEB report to the CO and PM.

The Contractor shall submit the following (but not limited to) to the CO and PM for approval:

* a list of any clarifications that may be necessary for each offeror;
* a copy of each FPR with any required subcontracting plans;
* a revised abstract of offers with FPR data and a revised NPV for each offer;
* an Award Decision Memorandum (previously called a Price Negotiation Memorandum) in accordance with regulations and policies.

In situations where the total aggregate Lease acquisition contract value is equal to or greater than $10,000,000, the Contractor shall prepare the EEO clearance requests required under Federal Labor Law requirements.

Assemble Lease Contract Documents:

The Contractor shall submit to the PM and CO for approval a copy of the draft Lease and a transmittal letter to the awardee, as well as all other documents required within the lease award binder checklist located at Exhibit 5.

The Contractor shall complete the Lease file in accordance with the lease file checklist located at Exhibit 6, unless advised otherwise by the CO.

The Contractor shall submit to the PM and CO for approval and signature, a draft letter for each unsuccessful offeror in accordance with FAR Subpart 15.5 advising them of appropriate award information and opportunity for debriefing. In the event the offeror requests a debriefing, the Contractor shall prepare the letters if written method is preferred by the CO and provide them to the PM, and CO for signature. If oral method is preferred by the CO, the Contractor shall prepare a listing of written points to discuss orally, and take minutes.

If the Lease award is for a succeeding/superseding Lease acquisition, the Contractor shall prepare a Justification for Other than Full and Open Competition (JOTFOC) in accordance with FAR 6.303 and sections 502.101 and 504.803 of the GSAM, and provide a copy of the JOTFOC to the PM and CO for review and before posting to FBO, as required. The JOTFOC shall be provided after the initial advertisement closes, when it is confirmed that the existing lessor is the only respondent.

Post-Award Services:

The Contractor is responsible for providing post-award services to assist the Government in the negotiation, documentation, and oversight of construction and renovation, and delivery of lease space. The Contractor may also be called upon to help negotiate disagreements between the lessor and the Government, or to provide support to the Government in defending a position on an issue affecting construction, time, or cost.

Post-Award Services shall include the following:

a. Post-Award Kickoff Meeting

The Contractor shall schedule a Post-Award Kickoff Meeting to occur within ten (10) business days of lease award. The PM will chair the meeting, unless the Contractor is requested to perform this task. The meeting is to include the Lessor, user group, the Contractor, the PM, the CO, Resident Engineer(s) (RE(s)), and other Government designees, as determined by the PM and CO. At the meeting, parties shall confirm roles, responsibilities, and schedule for the post award process, confirm if security clearances will be required by agency, discuss how design of the space will be accomplished, and the process and impact of change orders. Occupancy coordination, such as physical relocation of VA’s personal property, installation of telecommunications service, installation of computer cabling, furniture delivery, or other similar services with the user group, should be discussed with clear roles and schedules defined as a result of the discussions. The Contractor shall document the attendees, take meeting minutes, and document the results of the meeting and disseminate to all attendees. The Contractor will also distribute a project contact list including all of the relevant points of contact.

Rent and Lease Commencement Lease Amendment (LA):

The Contractor shall prepare the LA for rent and lease commencement for final acceptance by the CO and include the lease and rent commencement date, adjusted rental rates, outstanding deficiencies, the commission payment, address all modifications to the initial lease and any other information required by the PM or CO.

Lease Files:

After Post Occupancy Deliverables have been received, but no later than 60 calendar days after occupancy, the Contractor shall submit the complete Lease file electronically. The Contractor shall complete the Lease file in accordance with current requirements, as specified by the PM and CO. The Contractor shall obtain a certification of receipt from the PM upon file delivery.

Post-Award Services automatically include the following, unless specifically omitted from the TO:

User Group Design Meetings with Lessor:

The Contractor shall attend all user group design meetings with the Lessor via teleconference or in person, as specified in the TO.

The Contractor shall provide a qualified person to give input, as necessary, on the design documents (DDs) and construction drawings (CDs) in collaboration with RE, PM, and CO. The Contractor shall coordinate review of the DDs and CDs by the user group and any peer reviewers involved. The Contractor shall establish the review schedule as appropriate to maintain the project schedule and notify the team.

The Contractor shall evaluate the DDs’ and CDs’ conformance to the specific requirements of the Lease and to the approved prior sets of DDs and CDs, as applicable, and this evaluation must be completed within the time frame specified in the lease. The Contractor shall review the CDs with the RE, PM, CO, and the user group and must obtain their approval. The Contractor shall coordinate and consolidate comments to the DDs and CDs for the PM and CO review. The Contractor will also provide these comments to the Lessor to ensure comments do not alter lease terms and shall request a specific time period to correct all noted defects before a subsequent review. The Contractor shall work with the PM and CO for their review and the CO’s approval of a notice to proceed (NTP) to be issued to the Contractor by the CO upon completion of the 100% CDs. The Contractor shall be responsible for drafting the NTP, attached to which will be the approved CDs and a complete reconciliation of costs and time.

Lessor's Tenant Improvement (TI) Pricing:

The Contractor shall ensure the lessor adheres to the prices for TI items submitted as part of the lessor’s offer and made part of the lease. The Contractor shall work with the PM and CO as necessary to add TI items and obtain lessor pricing. Prior to the NTP, and prior to acceptance, the Contractor shall perform a reconciliation of the TI items included in the lease and the TI items included in the 100% CDs, or the final, completed facility, as appropriate.

Change Orders:

The Contractor shall assist the RE, PM, and CO in drafting the change order documentation as needed by the CO for any contract modifications. This documentation may include, but not be limited to, a request for proposal or request for information, a price negotiation memorandum, and a lease modification.

Construction Schedule and Initial Construction Meeting:

The Contractor shall obtain a copy of the lessor's construction schedule, as required by the lease. The Contractor shall monitor this schedule in accordance with the lease. If the project is not proceeding according to the schedule, the Contractor shall notify the PM and CO of the issues and recommend corrections in the event of changes to the delivery schedule.

The Contractor shall monitor the lessor's compliance with the lease regarding scheduling of the initial construction meeting and distribution of the meeting minutes for the initial construction meeting. The Contractor shall attend the pre-construction meeting in person, unless otherwise directed by the CO.

Construction Progress Reporting:

If directed by the CO, the Contractor shall prepare a letter or email to the Lessor outlining the deficiencies that require corrective action. The Contractor shall follow-up to identify and document that deficiencies are corrected.

The Contractor shall partner with the PM to research/address post award Requests for Information (RFIs) and Change Orders from the lessor.

Subsequent Construction Progress Meetings:

The Contractor is responsible for compliance with the lease regarding the Lessor's scheduling of the progress construction meetings and distribution of the meeting minutes.

Davis - Bacon Act Reporting of Payroll and Basic Records:

The Contractor shall assist the RE with review of lessor payrolls as required by the Davis-Bacon Act. The results of the payroll reviews shall be submitted to the RE, PM, and CO for review.

Coordination of VA Occupancy:

The Contractor shall review the schedule dates for occupancy and activation activities, for instance, physical relocation of VA’s personal property, installation of telecommunication service, installation of computer cabling, furniture delivery, or other similar activities with the user group and the Lessor during the construction period. The Contractor will not perform these services, but will monitor planned delivery dates for the services and/or installations are scheduled for performance at the appropriate times for occupancy and that parties are notified of changes that may impact schedule dates. The Contractor shall notify the RE, PM and CO of any problems that may delay occupancy or affect these planned dates. The PM and CO will coordinate with the user group concerning any delays that will impact the acceptance date.

Pre-Acceptance Submissions:

The Contractor shall maintain pre-acceptance submissions in the lease file. This includes, but is not limited to, payroll submissions as required by Davis-Bacon Act, radon testing as required, color boards, finish samples, LEED certification, Energy Star Certification, HVAC commissioning, and energy savings usage reporting.

Acceptance Inspection:

In coordination with the RE, PM, CO, lessor, and user group, the Contractor shall perform an on-site pre-acceptance walkthrough inspection. The Contractor shall recommend to the CO if the space is substantially complete. The Contractor shall assist the RE in the development of a punch-list to be reviewed by the PM and CO. The Contractor is not required to perform additional on-site inspections.

tractor.

1. **Module 2– Due Diligence Services**

The Government requires certain due diligence studies to be conducted prior to the award of a lease contract including acquisition or disposal of an interest in real estate. Application of lesser requirements than what are listed in this Contract or in the PWSs provided must be approved by the CO within the TO on a case-by-case basis, in writing.

The Contractor is responsible for verifying that all subcontractors possess industry-specific qualifications as required by Federal, State and local jurisdictions and licensing bodies. Subcontractors that do not possess the required qualifications shall not be utilized. The Contractor is also responsible for vetting subcontractors for potential conflicts of interest and for subcontractors’ compliance with access agreements and other arrangements between the Government and other land owners pertaining to use, access, and restoration activities.

Task—Fair Market Value Acquisition Appraisal (i.e. land acquisition; existing space lease procurement; land option for lease procurement)

Review appraisal

Metes and bounds

ALTA Survey

Cultural Resources Study

Title search, chain of title report, title commitment (excluding closing services)

Traffic Study

ENVIRONMENTAL DUE DILIGENCE

Task

NEPA Environmental Assessment

NEPA Environmental Impact Statement

Lead based paint/Asbestos Study and remediation plan

Services to be provided by Environmental Subcontractor:

1. Environmental Assessment (EA).

An EA is described in Section 1508.9 of the National Environmental Policy Act (NEPA) regulations. Generally, an EA includes brief discussions of the following: The need for the proposal, alternatives (when there is an unresolved conflict concerning alternative uses of available resources), the environmental impacts of the proposed action and alternatives, and a listing of agencies and persons consulted. If applicable, the Contractor shall also prepare a Finding of No Significant Impact (FONSI) for approval and signature of VA. The EA task may also include support for public meetings, preparation and posting of public notices, and submittals to, and interaction with governmental agencies, citizen groups, and members of the public. The purpose of the EA is to ensure VA compliance with the regulations set forth by the Council on Environmental Quality provisions of NEPA, Title 40 CFR Parts 1500-1508; and VA Implementing Regulations, Environmental Effects of VA Actions, Title 38 CFR, Part: 26 (51 FR 37182, Oct. 20, 1986). Particular attention should be directed to the EA definition..."a concise public document that serves to: briefly provide sufficient evidence and analysis for determining whether to prepare an environmental impact statement or a FONSI (NEPA Part 1508.9).

2. Environmental Site Assessment (ESA).

An ESA is an investigation of a property with respect to the range of contaminants within the scope of Comprehensive Environmental Response, Compensation and Liability Act (CERCLA) (42 U.S.C. 9601) and petroleum products. The purpose of the ESA is to satisfy one of the requirements to qualify VA for the innocent landowner, contiguous property owner, or bona fide prospective purchaser limitations in CERCLA liability (hereinafter, the "Landowner liability protections," or "LLPs"), i.e. "all appropriate inquiry into the previous ownership and uses of the property consistent with good commercial or customary practice" as defined at 42 U.S.C. 9601(35)(B). The ESA will be completed in accordance with the American Society of Testing and Materials (ASTM) Standard Practice: Phase I Environmental Site Assessment Process (ASTM Designation: E1527-05) and shall include the following minimum requirements:

a) On-site reconnaissance and physical inspection of the entire property;

b) Review of state and Federal lists of known contaminated sites, hazardous materials users, spills and underground tanks;

c) Interviews with persons as knowledgeable of the property, representatives of the public, property management, and regulatory agencies;

d) Evaluation of nearby operations for their potential to affect subject property;

e) Review of any existing environmental documents for the project area; and

f) Current and former uses shall be described and evaluated for potential for environmental degradation.

The Contractor shall conduct a follow-on Phase II ESA sampling as appropriate including use of field sample measuring instruments, soil boring equipment, dosimeters, and collection of samples for laboratory analyses.

3. Environmental Impact Statement (EIS).

An EIS, which is described in Part 1502 of the NEPA regulations, must include discussions of the purpose of and need for the action, alternatives, the affected environment, the environmental consequences of the proposed action, lists of preparers, agencies, organizations, and persons to whom the statement is sent, an index, and an appendix (if any). The EIS may be initiated directly or as a continuation of an EA that did not result in a FONSI. In addition to the items and requirements listed under the definition of EA above, the EIS task shall include support for Public Scoping Meetings, preparation and posting of Notices in the Federal Register, submittals to, and interaction with the EPA and other governmental agencies.

4. National Register of Historic Places.

Perform National Register of Historic Places determinations of eligibility and nominations.

5. Cultural & Archaeological Resource Survey and Consultation Support.

Perform cultural resource documentation and/or recordation report(s) such as Historic American Buildings Survey, Historic American Engineering Record, Historic American Landscape Survey.

Perform cultural and archaeological studies to identify possible historic resources sites in the area(s) of potential effects (APE) and to determine the effects of potential actions on the human environment under NEPA and on historic resources under Section 106 of the National Historic Preservation Act (NHPA). Requirements include, but are not limited to, archival research, Indian Tribal coordination, coordination with local interests, fieldwork, documentation, evaluations, sub-surface probes, etc. Provide Section 106 and/or 110 consultation support services working with State Historic Preservation Offices (SHPOs), Tribal Historic Preservation Offices (THPOs), Advisory Council on Historic Preservation (ACHP), Tribes, and other groups or public entities to complete proposed project review process. Provide assistance with implementing agreed upon mitigation measures.

Services to be provided by Subject-Matter Experts on a project-specific basis:

1. Appraisal

Appraisals shall be prepared by Members of the Appraisal Institute (MAI) appraisers licensed in the state where the property in question is located. The appraisal shall contain an opinion or estimate of the value of the property, including fair market value, in line with Uniform Appraisal Standards for Federal Land Acquisitions (UASFLA), which may be accessed at http://www.usdoj.gov/enrd/land-ack/yb2001.pdf. Should the use of an MAI appraiser be impossible or impracticable (for instance, due to a limited number of MAI appraisers in a particular geographic area), the Contractor shall notify the PM, and the PM shall direct the Contractor how to proceed.

Review Appraisal.

Review appraisals shall be prepared by independent, third-party MAI appraisers licensed in the state where the property in question is located. The appraisal shall contain an opinion or estimate of the value of the property including fair market value, in line with UASFLA, which may be accessed at http://www.usdoj.gov/enrd/land-ack/yb2001.pdf. It is the review appraiser’s responsibility to determine whether the initial appraisal(s) are: adequately supported, compliant with recognized appraisal principles, and compliant with the UASFLA. The minimum review process is prescribed in 49 C.F.R. §24.104 and the UASFLA, as follows:

a) a qualified reviewing appraiser must ensure appraisals satisfy requirements and, if necessary, seek corrections or revisions;

b) If the reviewing appraiser is unable to approve or recommend approval of an appraisal, and it is determined that it is not practical to obtain an additional appraisal, the reviewing appraiser may develop appraisal documentation in accordance with §24.103 to support a value, at the direction of RPS; and

c) the reviewing appraiser’s certification of the approved value must be included in a signed statement which identifies the appraisal reports reviewed and explains the basis for the recommendation or approval.

Should the use of an MAI appraiser be impossible or impracticable (for instance, due to a limited number of MAI appraisers in a particular geographic area), the Contractor shall notify the PM, and the PM shall direct the Contractor how to proceed.

Boundary Surveys:

Boundary surveys shall be prepared by a surveyor with appropriate professional credentials to undertake the measurements of land in accordance with the American Land Title Association (ALTA) standards.

Title Searches:

A qualified title examination professional shall conduct an examination of public records to determine the ownership and encumbrances affecting real property of interest to VA in accordance with DOJ Title Standards 2001, available at http://www.justice.gov/enrd/2001\_Title\_Standards.html and Regulations of the Attorney General, Order No. 440-70 (Exhibit 4).

Relocation:

Identify individuals and entities affected by VA’s land management actions according to the Uniform Act and assess the extent to which relocation and re-establishment assistance is required to be provided by VA. Determine scope and cost reasonableness of relocation and re-establishment claims and provide recommendations to VA. Act as liaison between VA and affected individuals and entities to successfully relocate them in compliance with the Uniform Act.

Other Due Diligence Services:

Perform all other due diligence studies as may be requested by VA from time to time as described in PWSs submitted by VA to the Contractor.

1. **Module 3 – All other Services**

Market Data

Occasionally, the Government has a need for limited market data that real estate firms typically provide to clients at no cost as a means by which the client may determine whether to proceed with a particular real estate action. These requests may only originate from the CO, CO, RPS leasing or land team leader, or from a PM while copying the leasing or land team leader. Within thirty (30) days of the request, the Contractor shall provide the following types of market data to the PM (unless the data is specifically requested sooner), upon request:

Summary market information, such as: Number of buildings and total square footage by type of space and buildings available for a tenant agency's intended use; Specific class vacancy rate; Typical market concessions, tenant work letters, tenant services and building common area factors, where applicable; Estimated costs for operating expenses and property taxes; Asking rental rates and market rental rates; Municipal data such as zoning information, public transportation routes, and availability of utilities; Identification of flood plain, tsunami zone, and other official designations that may limit land use; and/or Fair market value estimates of land costs on a per acre basis.

If it is not possible to provide comparable data on at least three (3) buildings or sites, the Contractor shall provide a written explanation of the market conditions preventing the collection of the required data. Some variation to the above data may be requested by the team lead or PM as the specific need dictates. There is no guarantee the Contractor will awarded any additional TOs for projects that may arise in the same geographic location as the Market Data services being performed.

**ii. Disputes, Protests, Claims, and Appeals, Congressional Inquiries, and FOIA Inquiries**

As directed by the CO, the Contractor shall provide all necessary services, that are not inherently governmental, to address any issues related to disputes, protests, claims, appeals, congressional inquiries, subpoenas, and FOlA inquiries for any tasks they have performed. The Government will not reimburse the Contractor for these services.

The Contractor shall not contact VA OGC directly to discuss the above issues. All coordination with VA OGC will be handled by the PM and CO. The Contractor shall respond to requests for information from VA either verbally or in writing as requested and within the timeframe requested.

VA’s Office of General Counsel (OGC) is responsible for providing legal advice and services to the Secretary and the managers of all VA organizational components. OGC interprets all laws pertaining to VA and has final legal responsibility for the promulgation of all VA regulations implementing those laws. Thus, OGC has sole authority and responsibility for all final decision on all legal matters that arise or relate to any issues under this contract.

* + - 1. **Disputes/Protests**

If a protest is filed on a lease acquisition where services were performed by the Contractor (whether filed with VA, the Government Accountability Office (GAO), the Civilian Board of Contract Appeals, or a court of jurisdiction), the Contractor shall:

* As directed by the PM and CO, provide support and assistance in preparing, compiling, and transmitting documentation prepare and submit documents required to adequately address the issues raised in the protest. Documentation may include, but is not limited to, Contracting Officer's Statement of Fact and Position, or a Findings and Determination to authorize contract award and performance. Assemble a protest file in accordance with FAR 33.1.
* Participate as fact witness in meetings, alternative dispute resolutions, depositions, hearings or trials related to the lease acquisition as may be required by the Government.
* Assemble and provide any and all other information and documentation requested by VA related to the dispute/protest.
  + - 1. Claims/Appeals

If a claim is filed on the lease awarded by VA for which services under this contract were provided, the Contractor shall‑

* Provide analysis and expertise used to assist and support the government in developing responses to claims and appeals
* Assist and support VA to assemble a claim file in accordance with FAR 33.2.
* Participate as fact witnesses in meetings, alternative dispute resolutions, depositions, hearings or trials related to the lease as may be required by the Government.
* Assist and support VA to assemble and provide any and all other information and documentation requested by   
  VA related to the claim/appeal.
  + - 1. **FOIA/Congressional/Other Inquiries**

Prior to or following the completion of a TO, the Contractor shall, as requested by the PM or CO, provide input and recommendations concerning FOIA requests, subpoenas, Congressional inquiries, or other similar requests for information.

**iii. Section 111 of the National Historic Preservation Act (NHPA)**

Section 111 of the NHPA allows Federal agencies to lease or exchange historic properties to ensure the preservation of such properties. The NHPA authority is broad and provides VA with a land management tool that utilizes a public/private framework to offset overhead and maintenance costs for eligible properties and potentially drive revenue to further offset costs associated with managing historic properties.

VA owns a significant number of historic assets nationwide. These assets include facilities like hospitals, clinics, and outbuildings, structures like memorials and shelters, and land, like parade grounds. In order to best utilize these assets, and potentially reuse them in pursuit of fulfilling VA’s mission, Section 111historic out-leasing process (referred to as “historic out-leasing”) consists of four phases: requirements development, execution, maintenance, and contract expiration/termination.

* The requirements development phase includes procedures to determine eligibility, undertake project planning; determine the desired out-lease concept and structure; undertake due diligence studies, including environmental and cultural resources studies; and obtain appropriate resources, such as funding.
* The execution phase includes public notifications, where applicable; the release of a request for proposals; receipt and evaluation of proposals; lessee selection and notification; development, finalization, and signature of out-lease documents; fulfillment of reporting requirements; undertaking and completion of any construction required prior to the lessee’s occupancy; delegation of authority to the Local Administrator; and notification of key stakeholders.
* The maintenance phase consists of out-lease administration; confirmation of the lessee’s adherence to lease requirements; deposits of monetary proceeds (if any); periodic reporting; and use of funds.
* The expiration/termination phase consists of ending the out-lease agreement. This phase will involve winding down contract requirements; assessing the current condition of the property; notifying VA stakeholders that the property is preparing to return to VA’s custody; and requiring the lessee to conduct any environmental or real estate studies required to inform VA of the condition of the property and satisfy appropriate Federal laws and regulations.

For historic out-leasing projects, VA anticipates compensating contractors by requesting proposals on a flat fee basis. In no event will the fees exceed $1.5 Million per project. VA also retains the option, at its sole and absolute discretion, to pay the flat fee directly.

1. **REPORTING**

The Contractor shall provide monthly project status reports to the COR. The COR will determine the format and content after award, which will be consistent for all awardees.

The Contractor shall provide monthly and bi-annual status reports to the COR. The COR will determine the format and content after award.

These status reports shall provide the following minimum information: Identify any and all TOs and modifications awarded under this Contract and describe the status of the work being performed on the TOs and modifications; identify any services provided for disputes, protests, FOIA, subpoenas, Congressional or other inquiries, and requests for market data. Identify the area requesting the information and if the information or service is related to a task order or lease include the task order number and lease number.

a. Reporting Finance Data –Commissions

Report commissions for every task order at time of award of lease quarterly to the COR and CO.

b. Monthly and Annual Reports

Every month, the Contractor shall report on the following;

Module 1: a) all lease awards, b) total dollar value of the commission percentage or flat fee received c) total dollar value of remaining commission due at acceptance.

Module 2 - 3: all other payments~~.~~

Annually, each Contractor shall provide a list of all work performed under the IDIQ contract to date, as well as all payments made to date, and any outstanding payments.

The Contractor shall provide a monthly report to the Contracting Officer (required the first of the month) that includes reporting on task order progress.

This must include a spreadsheet with all task orders. This must include all task orders issued in the previous months, the progress of all outstanding task orders, including specific deliverables, and payment received or outstanding on each task order. The Contractor shall include the following for each task order:

* Contracting Officer
* Project Manager
* Contract POC
* Date issued
* Price
* Deliverables
* Deliverables completed
* Deliverables outstanding
* Amount invoiced to date
* Amount paid to date
* Any outstanding issues related to that task

1. **QUALITY CONTROL REQUIREMENTS**

The Contractor is responsible for quality control as defined in their approved Quality Control Plan required for all services provided under this Contract. Inspection by the Government does not relieve the Contractor of this responsibility. The Quality Control Plan submitted and accepted by the CO is incorporated into and becomes a part of this Contract. Revisions or changes to the Quality Control Plan must be submitted and approved by the CO.

1. **QUALITY ASSURANCE BY THE GOVERNMENT**

The CO and other Government personnel will evaluate the Contractor's performance on an annual basis by inputting data into the Contractor Performance Assessment Reporting System (CPARS). The following areas will be assessed: Document Quality, Personnel Technical Quality, Cost Control, Timeliness, Business Relations, and Small Business Subcontracting.

In order to assess these areas, input at the task level will be obtained from Government personnel. An annual evaluation will be generated for PM and/or CO completion and Contractor review every 12 months until the TO is closed out. An interim evaluation will also be required in the event that a project changes PMs and/or COs between milestones.

1. **MINIMUM CONTRACT QUALITY STANDARDS**

The Government will evaluate the Contractor's performance as Unsatisfactory, Marginal, Satisfactory, Very Good, or Exceptional in the contract's minimum performance standards for each of the following performance criteria.

* + 1. Document Quality

Document Quality considers the degree to which documents submitted by the Contractor are complete, accurate, neat, and comply with applicable regulations and policy. Minimum performance standard for Document Quality: Documents generally require one or two revisions before a final draft is considered acceptable by the PM and CO. Errors are generally minor in nature. Final drafts of documents are accurate in content.

* + 1. Personnel Technical Quality

Personnel Technical Quality considers the Contractor's demonstration of knowledge pertaining to laws, statutes, regulations, Executive Orders, leasing process, policies, local markets, and PWS terms. It also considers the Contractor's ability to maximize competition when possible and to provide valuable business guidance to the Government. Minimum performance standard for Personnel Technical Quality: Contractor demonstrates a working knowledge of the Federal leasing process. COR must provide occasional technical direction, but the contractor executes the COR's direction accurately.

* + 1. Cost Control

Cost Control considers the Contractor's ability to generate meaningful negotiation objectives and negotiate favorable lease terms and rates that are within VA approval and authority thresholds. The minimum performance standard for Cost Control: Negotiation Objectives shall be based on market comparables. Lease negotiations shall result in a rental rate within the stated negotiation objective range for the market and within VA approval and authority thresholds. Negotiated lease rates must be substantiated by supporting documentation.

* + 1. Timeliness

Timeliness considers the Contractor's ability to perform services and deliver documents in accordance with timeframes that have been established in collaboration with the PM or as stated in the PWS, where applicable. Minimum performance standard for Timeliness: Contractor generally delivers in accordance with the timeframes agreed upon by the PM. While there may be some occasional delays on the Contractor's part, the major project milestones are delivered on time. The Contractor provides status and schedule updates when requested by the PM. The Contractor responds to COR within reasonable periods of time. If the Contractor foresees that a SubContractor will be late with a deliverable, the Contractor proactively notifies the PM and provides a revised EDD.

* + 1. Business Relations

Business Relations considers the Contractor's ability to represent VA in a professional manner, establish and maintain collaborative working relationships with team members, and comply with VA’s I. C.A.R.E. Core Values as described here: <http://www.va.gov/icare/> Minimum performance standard for Business Relations: Contractor maintains a professional demeanor. Contractor's interactions are generally positive and constructive. Contractor adheres to I. C.A.R.E. principles in its business dealings and personal interactions with Government personnel and the public.

1. **PERFORMANCE CRITERIA**

Performance of most lease acquisition will result in a lease contract award for the Government. Those services must be in compliance with applicable laws, regulations, Executive Orders, and policies listed, and any new laws or regulations that may become effective during the terms of this contract and with the terms and conditions of the contract to be acceptable to the Government. Services and submissions will be inspected and accepted by the PM and CO at stages determined in the general work description for all tasks. The purpose of inspection is to determine technical compliance with applicable laws, regulations, Executive Orders and policies along with any other contract requirement. The task will be identified in the PWS and further described in the Design Guide. The PM and CO will evaluate compliance with technical requirements. Services not performed in accordance with applicable laws regulations, Executive Orders, policies and the terms of this Contract will not be considered acceptable. Evaluations will be provided at the specified milestones based on the TO awarded. The performance standard matrix will be provided with each awarded task order.

In addition to acceptance at the TO level, certain quality standards apply to deliverables as defined in this section.

TO Performance Criteria:

Definitions set forth are intended to be the minimum level of acceptable performance. Performance exceeding the definitions below will be evaluated appropriately. The Government will evaluate the Contractor based on the following standards:

1. **Document Quality**

* Submit documents that are complete, accurate, and neat and meet generally accepted standards in accordance with the laws, statutes, regulations, Executive Orders, and local market conditions, using correct grammar and appropriate language without gross errors, inconsistencies, omissions, or inaccuracies.
* Submit Lease file documents filed and tabbed in accordance with the Lease File Checklist, and set up in the folders/format specified by VA.

1. **Personnel Technical Quality**

* Demonstrate knowledge of laws, statutes, regulations, Executive Orders, policies, local markets, and contract terms through the process and documentation in the preparation and completion of a lease, an LA, a land management action, and all associated documents required for the actions taken by the Government.
* Demonstrate knowledge of the Federal leasing process by producing leases with all the necessary file documentation, organization, content, accuracy and completeness required by law, regulation and policy.
* Offer market expertise by providing innovative or alternative business solutions in the course of projects.
* Demonstrate knowledge of the local market with Contractor efforts resulting in adequate competition as applicable.
* Identify and propose solutions for issues that may arise throughout the lease procurement to the PM, CO, or other appropriate personnel. (e.g. safety, legal, regulatory)

1. **Cost Control**

* Use of market analysis to establish a market range at the beginning of the project to support and define necessary cost elements included in the asking rates. (e.g., TI, security, operations costs, market commissions yielding rent credits for benefit of the Government, etc.).
* Understanding of and adherence to VA approval and authority thresholds for leasing.
* Communicate in writing to the PM the impact of market changes as the lease procurement progresses.

1. **Timeliness**

* Required deliverables are submitted in accordance with the PM-approved project schedule, approved project timeframes, or as stated in the TO.
* Communicate delays (excusable or otherwise) to the PM with explanations as to why the delay is occurring and the impact of the delay on the project schedule.
* Revise the project schedule as necessary to keep all parties apprised of project status.
* Proactively anticipate deliverable or milestone delay and communicate any impending or potential delays to the PM together with mitigation strategies.

1. **Business Relations**

* The Contractor will represent VA at all times in a professional manner in dealing with all parties and will comply with VA’s I. C.A.R.E. initiative.

1. **CONTRACT PROGRAM-LEVEL PERFORMANCE CRITERIA**

The following criteria will be used to perform interim evaluations at the NCO 16 (field level) and provided to the Contractor in accordance with Section C.10 in CPARS.

ROLES AND RESPONSIBILITIES

a. Contracting Officer

The Contracting Officers (CO) have the overall responsibility for administration of this contract. The COs alone, without delegation, is authorized to take action on behalf of the Government to amend, modify, or deviate from the contract terms, conditions, requirements, specifications, details, and/or delivery schedules; make final decisions on disputes; terminate the contract for convenience or default; and issue final decisions regarding contract matters. The COs may delegate certain other responsibilities to authorized representatives. The name and contact information of the COs will be provided at time of award.

b. Program Manager

The Program Manager is the technical expert for matters related to Federal lease acquisition and procedures. The Program Manager will review regulations and program changes and as necessary submit requests for contract modifications to the COR. Authority not delegated to the PM is reserved for the COR. The name and contact information of the PM will be provided at time of award.

c. Contracting Officer's Representative (COR)

The COR will be delegated COR responsibilities by the CO to assist with the administration of the contract. The COR will provide support to the PM by providing technical expertise for matters related to Federal lease acquisition policies and procedures. In addition, the COR assures that the Contractors meet the performance requirements of the Contract in terms of quality and cost. The COR provides technical direction and assistance to the COs, Contractors, and PMs. The COR will be designated after execution of the IDIQ contract.

d. Project Manager

The main point of contact for any lease is the Project Manager. The Realty Specialist/Project Manager are terms that can be used interchangeably for the purposes of this Contract.

e. User Group

The user group is the VA office or station for who leased space is being acquired. The user group will assign a representative responsible for coordinating the project with the CO, PM, and Contractor. The Contractor should coordinate with the user group representative only to the extent directed by the PM. Any issues that may affect schedule, cost, or scope must be directed to and carefully coordinated with the CO and PM. A user group has no authority to direct Contractor performance, to change requirements provided to the Contractor under the TO, or to change the schedule or any other thing that might impact services ordered on a TO. The user group shall direct requests for changes to the PM who, if appropriate, will submit a request for a modification of the Task Order to the CO. If the user group directly notifies the Contractor of a change in the requirements, the Contractor shall notify the PM who will coordinate the requested changes with the user group.

# SECTION C - CONTRACT CLAUSES

Veteran Affairs Office of General Counsel

VA’s Office of General Counsel (OGC) is responsible for providing legal advice and services to the Secretary and the managers of all VA organizational components.  OGC interprets all laws pertaining to VA and has final legal responsibility for the promulgation of all VA regulations implementing those laws.  Thus, OGC has sole authority and responsibility for all final decision on all legal matters that arise or relate to any issues under this contract

## C.1 52.203-16 PREVENTING PERSONAL CONFLICTS OF INTEREST (DEC 2011)

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

"Acquisition function closely associated with inherently governmental functions" means supporting or providing advice or recommendations with regard to the following activities of a Federal agency:

(1) Planning acquisitions.

(2) Determining what supplies or services are to be acquired by the Government, including developing statements of work.

(3) Developing or approving any contractual documents, to include documents defining requirements, incentive plans, and evaluation criteria.

(4) Evaluating contract proposals.

(5) Awarding Government contracts.

(6) Administering contracts (including ordering changes or giving technical direction in contract performance or contract quantities, evaluating contractor performance, and accepting or rejecting contractor products or services).

(7) Terminating contracts.

(8) Determining whether contract costs are reasonable, allocable, and allowable.

"Covered employee" means an individual who performs an acquisition function closely associated with inherently governmental functions and is—

(1) An employee of the contractor; or

(2) A subcontractor that is a self-employed individual treated as a covered employee of the contractor because there is no employer to whom such an individual could submit the required disclosures.

"Non-public information" means any Government or third-party information that—

(1) Is exempt from disclosure under the Freedom of Information Act (5 U.S.C. 552) or otherwise protected from disclosure by statute, Executive order, or regulation; or

(2) Has not been disseminated to the general public and the Government has not yet determined whether the information can or will be made available to the public.

"Personal conflict of interest" means a situation in which a covered employee has a financial interest, personal activity, or relationship that could impair the employee's ability to act impartially and in the best interest of the Government when performing under the contract. (A *de minimis* interest that would not "impair the employee's ability to act impartially and in the best interest of the Government" is not covered under this definition.)

(1) Among the sources of personal conflicts of interest are—

(i) Financial interests of the covered employee, of close family members, or of other members of the covered employee's household;

(ii) Other employment or financial relationships (including seeking or negotiating for prospective employment or business); and

(iii) Gifts, including travel.

(2) For example, financial interests referred to in paragraph (1) of this definition may arise from—

(i) Compensation, including wages, salaries, commissions, professional fees, or fees for business referrals;

(ii) Consulting relationships (including commercial and professional consulting and service arrangements, scientific and technical advisory board memberships, or serving as an expert witness in litigation);

(iii) Services provided in exchange for honorariums or travel expense reimbursements;

(iv) Research funding or other forms of research support;

(v) Investment in the form of stock or bond ownership or partnership interest (excluding diversified mutual fund investments);

(vi) Real estate investments;

(vii) Patents, copyrights, and other intellectual property interests; or

(viii) Business ownership and investment interests.

(b) *Requirements.* The Contractor shall—

(1) Have procedures in place to screen covered employees for potential personal conflicts of interest, by—

(i) Obtaining and maintaining from each covered employee, when the employee is initially assigned to the task under the contract, a disclosure of interests that might be affected by the task to which the employee has been assigned, as follows:

(A) Financial interests of the covered employee, of close family members, or of other members of the covered employee's household.

(B) Other employment or financial relationships of the covered employee (including seeking or negotiating for prospective employment or business).

(C) Gifts, including travel; and

(ii) Requiring each covered employee to update the disclosure statement whenever the employee's personal or financial circumstances change in such a way that a new personal conflict of interest might occur because of the task the covered employee is performing.

(2) For each covered employee—

(i) Prevent personal conflicts of interest, including not assigning or allowing a covered employee to perform any task under the contract for which the Contractor has identified a personal conflict of interest for the employee that the Contractor or employee cannot satisfactorily prevent or mitigate in consultation with the contracting agency;

(ii) Prohibit use of non-public information accessed through performance of a Government contract for personal gain; and

(iii) Obtain a signed non-disclosure agreement to prohibit disclosure of non-public information accessed through performance of a Government contract.

(3) Inform covered employees of their obligation—

(i) To disclose and prevent personal conflicts of interest;

(ii) Not to use non-public information accessed through performance of a Government contract for personal gain; and

(iii) To avoid even the appearance of personal conflicts of interest;

(4) Maintain effective oversight to verify compliance with personal conflict-of-interest safeguards;

(5) Take appropriate disciplinary action in the case of covered employees who fail to comply with policies established pursuant to this clause; and

(6) Report to the Contracting Officer any personal conflict-of-interest violation by a covered employee as soon as it is identified. This report shall include a description of the violation and the proposed actions to be taken by the Contractor in response to the violation. Provide follow-up reports of corrective actions taken, as necessary. Personal conflict-of-interest violations include—

(i) Failure by a covered employee to disclose a personal conflict of interest;

(ii) Use by a covered employee of non-public information accessed through performance of a Government contract for personal gain; and

(iii) Failure of a covered employee to comply with the terms of a non-disclosure agreement.

(c) Mitigation or waiver*.* (1) In exceptional circumstances, if the Contractor cannot satisfactorily prevent a personal conflict of interest as required by paragraph (b)(2)(i) of this clause, the Contractor may submit a request through the Contracting Officer to the Head of the Contracting Activity for—

(i) Agreement to a plan to mitigate the personal conflict of interest; or

(ii) A waiver of the requirement.

(2) The Contractor shall include in the request any proposed mitigation of the personal conflict of interest.

(3) The Contractor shall—

(i) Comply, and require compliance by the covered employee, with any conditions imposed by the Government as necessary to mitigate the personal conflict of interest; or

(ii) Remove the Contractor employee or subcontractor employee from performance of the contract or terminate the applicable subcontract.

(d) *Subcontract flowdown.* The Contractor shall include the substance of this clause, including this paragraph (d), in subcontracts—

(1) That exceed $150,000; and

(2) In which subcontractor employees will perform acquisition functions closely associated with inherently governmental functions (i.e., instead of performance only by a self-employed individual).

(End of Clause)

## C.2 52.203-17 CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (APR 2014)

(a) This contract and employees working on this contract will be subject to the whistleblower rights and remedies in the pilot program on Contractor employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112–239) and FAR 3.908.

(b) The Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts over the simplified acquisition threshold.

(End of Clause)

## C.3 52.204-2 SECURITY REQUIREMENTS (AUG 1996)

(a) This clause applies to the extent that this contract involves access to information classified "Confidential," "Secret," or "Top Secret."

(b) The Contractor shall comply with (1) the Security Agreement (DD Form 441), including the *National Industrial Security Program Operating Manual* (DOD 5220.22-M), and (2) any revisions to that manual, notice of which has been furnished to the Contractor.

(c) If, subsequent to the date of this contract, the security classification or security requirements under this contract are changed by the Government and if the changes cause an increase or decrease in security costs or otherwise affect any other term or condition of this contract, the contract shall be subject to an equitable adjustment as if the changes were directed under the Changes clause of this contract.

(d) The Contractor agrees to insert terms that conform substantially to the language of this clause, including this paragraph (d) but excluding any reference to the Changes clause of this contract, in all subcontracts under this contract that involve access to classified information.

(End of Clause)

## C.4 52.204-4 PRINTED OR COPIED DOUBLE-SIDED ON POSTCONSUMER FIBER CONTENT PAPER (MAY 2011)

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

"Postconsumer fiber" means— (1) Paper, paperboard, and fibrous materials from retail stores, office buildings, homes, and so forth, after they have passed through their end-usage as a consumer item, including: used corrugated boxes; old newspapers; old magazines; mixed waste paper; tabulating cards; and used cordage; or

(2) All paper, paperboard, and fibrous materials that enter and are collected from municipal solid waste; but not

(3) Fiber derived from printers' over-runs, converters' scrap, and over-issue publications.

(b) The Contractor is required to submit paper documents, such as offers, letters, or reports that are printed or copied double-sided on paper containing at least 30 percent postconsumer fiber, whenever practicable, when not using electronic commerce methods to submit information or data to the Government.

(End of Clause)

## C.5 52.204-7 SYSTEM FOR AWARD MANAGEMENT (JUL 2013) ALTERNATE I (JUL 2013)

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

*Data Universal Numbering System (DUNS) number* means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities.

*Data Universal Numbering System +4 (DUNS+4) number* means the DUNS number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional System for Award Management records for identifying alternative Electronic Funds Transfer (EFT) accounts (see the FAR at Subpart 32.11) for the same concern.

*Registered in the System for Award Management (SAM) database* means that—

(1) The offeror has entered all mandatory information, including the DUNS number or the DUNS+4 number, the Contractor and Government Entity (CAGE) code, as well as data required by the Federal Funding Accountability and Transparency Act of 2006 (see Subpart 4.14) into the SAM database;

(2) The offeror has completed the Core, Assertions, and Representations and Certifications, and Points of Contact sections of the registration in the SAM database;

(3) The Government has validated all mandatory data fields, to include validation of the Taxpayer Identification Number (TIN) with the Internal Revenue Service (IRS). The offeror will be required to provide consent for TIN validation to the Government as a part of the SAM registration process; and

(4) The Government has marked the record “Active”.

(b)(1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the System for Award Management prior to award, during performance, and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation. If registration prior to award is not possible, the awardee shall be registered in the System for Award Management within 30 days after award or before three days prior to submission of the first invoice, whichever occurs first.

(2) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" or "DUNS +4" followed by the DUNS or DUNS +4 number that identifies the offeror's name and address exactly as stated in the offer. The DUNS number will be used by the Contracting Officer to verify that the offeror is registered in the SAM database.

(c) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.

(1) An offeror may obtain a DUNS number—

(i) Via the Internet at <http://fedgov.dnb.com/webform> or if the offeror does not have internet access, it may call Dun and Bradstreet at 1-866-705-5711 if located within the United States; or

(ii) If located outside the United States, by contacting the local Dun and Bradstreet office. The offeror should indicate that it is an offeror for a U.S. Government contract when contacting the local Dun and Bradstreet office.

(2) The offeror should be prepared to provide the following information:

(i) Company legal business.

(ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.

(iii) Company Physical Street Address, City, State, and Zip Code.

(iv) Company Mailing Address, City, State and Zip Code (if separate from physical).

(v) Company Telephone Number.

(vi) Date the company was started.

(vii) Number of employees at your location.

(viii) Chief executive officer/key manager.

(ix) Line of business (industry).

(x) Company Headquarters name and address (reporting relationship within your entity).

(d) If the Offeror does not become registered in the SAM database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror.

(e) Processing time, which normally takes 48 hours, should be taken into consideration when registering. Offerors who are not registered should consider applying for registration immediately upon receipt of this solicitation.

(f) Offerors may obtain information on registration at <https://www.acquisition.gov>.

(End of Provision)

## C.6 52.204-9 PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (JAN 2011)

(a) The Contractor shall comply with agency personal identity verification procedures identified in the contract that implement Homeland Security Presidential Directive-12 (HSPD-12), Office of Management and Budget (OMB) guidance M-05-24, and Federal Information Processing Standards Publication (FIPS PUB) Number 201.

(b) The Contractor shall account for all forms of Government-provided identification issued to the Contractor employees in connection with performance under this contract. The Contractor shall return such identification to the issuing agency at the earliest of any of the following, unless otherwise determined by the Government:

(1) When no longer needed for contract performance.

(2) Upon completion of the Contractor employee's employment.

(3) Upon contract completion or termination.

(c) The Contracting Officer may delay final payment under a contract if the Contractor fails to comply with these requirements.

(d) The Contractor shall insert the substance of this clause, including this paragraph (d), in all subcontracts when the subcontractor's employees are required to have routine physical access to a Federally-controlled facility and/or routine access to a Federally-controlled information system. It shall be the responsibility of the prime Contractor to return such identification to the issuing agency in accordance with the terms set forth in paragraph (b) of this section, unless otherwise approved in writing by the Contracting Officer.

(End of Clause)

## C.7 52.212-4 CONTRACT TERMS AND CONDITIONS—COMMERCIAL ITEMS (MAY 2015)

(a) *Inspection/Acceptance.* The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. If repair/replacement or reperformance will not correct the defects or is not possible, the Government may seek an equitable price reduction or adequate consideration for acceptance of nonconforming supplies or services. The Government must exercise its post-acceptance rights—

(1) Within a reasonable time after the defect was discovered or should have been discovered; and

(2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(b) *Assignment.* The Contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C. 3727). However, when a third party makes payment (e.g., use of the Governmentwide commercial purchase card), the Contractor may not assign its rights to receive payment under this contract.

(c) *Changes.* Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

(d) Disputes. This contract is subject to 41 U.S.C. chapter 71, Contract Disputes. Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR 52.233-1, Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(e) *Definitions.* The clause at FAR 52.202-1, Definitions, is incorporated herein by reference.

(f) *Excusable delays.* The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(g) Invoice*.*

(1) The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized) to the address designated in the contract to receive invoices. An invoice must include—

(i) Name and address of the Contractor;

(ii) Invoice date and number;

(iii) Contract number, contract line item number and, if applicable, the order number;

(iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;

(v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;

(vi) Terms of any discount for prompt payment offered;

(vii) Name and address of official to whom payment is to be sent;

(viii) Name, title, and phone number of person to notify in event of defective invoice; and

(ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.

(x) Electronic funds transfer (EFT) banking information.

(A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.

(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer—System for Award Management, or 52.232-34, Payment by Electronic Funds Transfer—Other Than System for Award Management), or applicable agency procedures.

(C) EFT banking information is not required if the Government waived the requirement to pay by EFT.

(2) Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR part 1315.

(h) *Patent indemnity.* The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

(i) Payment.—

(1) *Items accepted.* Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract.

(2) *Prompt payment.* The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and prompt payment regulations at 5 CFR part 1315.

(3) *Electronic Funds Transfer (EFT).* If the Government makes payment by EFT, see 52.212-5(b) for the appropriate EFT clause.

(4) *Discount.* In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

(5) *Overpayments.* If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall—

(i) Remit the overpayment amount to the payment office cited in the contract along with a description of the overpayment including the—

(A) Circumstances of the overpayment (e.g., duplicate payment, erroneous payment, liquidation errors, date(s) of overpayment);

(B) Affected contract number and delivery order number, if applicable;

(C) Affected contract line item or subline item, if applicable; and

(D) Contractor point of contact.

(ii) Provide a copy of the remittance and supporting documentation to the Contracting Officer.

(6) *Interest.*

(i) All amounts that become payable by the Contractor to the Government under this contract shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury as provided in 41 U.S.C. 7109, which is applicable to the period in which the amount becomes due, as provided in (i)(6)(v) of this clause, and then at the rate applicable for each six-month period as fixed by the Secretary until the amount is paid.

(ii) The Government may issue a demand for payment to the Contractor upon finding a debt is due under the contract.

(iii) *Final decisions.* The Contracting Officer will issue a final decision as required by 33.211 if—

(A) The Contracting Officer and the Contractor are unable to reach agreement on the existence or amount of a debt within 30 days;

(B) The Contractor fails to liquidate a debt previously demanded by the Contracting Officer within the timeline specified in the demand for payment unless the amounts were not repaid because the Contractor has requested an installment payment agreement; or

(C) The Contractor requests a deferment of collection on a debt previously demanded by the Contracting Officer (see 32.607-2).

(iv) If a demand for payment was previously issued for the debt, the demand for payment included in the final decision shall identify the same due date as the original demand for payment.

(v) Amounts shall be due at the earliest of the following dates:

(A) The date fixed under this contract.

(B) The date of the first written demand for payment, including any demand for payment resulting from a default termination.

(vi) The interest charge shall be computed for the actual number of calendar days involved beginning on the due date and ending on—

(A) The date on which the designated office receives payment from the Contractor;

(B) The date of issuance of a Government check to the Contractor from which an amount otherwise payable has been withheld as a credit against the contract debt; or

(C) The date on which an amount withheld and applied to the contract debt would otherwise have become payable to the Contractor.

(vii) The interest charge made under this clause may be reduced under the procedures prescribed in 32.608-2 of the Federal Acquisition Regulation in effect on the date of this contract.

(j) *Risk of loss.* Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:

(1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or

(2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.

(k) *Taxes.* The contract price includes all applicable Federal, State, and local taxes and duties.

(l) *Termination for the Government's convenience.* The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

(m) *Termination for cause.* The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(n) *Title.* Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.

(o) *Warranty.* The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(p) *Limitation of liability.* Except as otherwise provided by an express warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.

(q) *Other compliances.* The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.

(r) *Compliance with laws unique to Government contracts.* The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. chapter 37, Contract Work Hours and Safety Standards; 41 U.S.C. chapter 87, Kickbacks; 41 U.S.C. 4712 and 10 U.S.C. 2409 relating to whistleblower protections; 49 U.S.C. 40118, Fly American; and 41 U.S.C. chapter 21 relating to procurement integrity.

(s) *Order of precedence.* Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order:

(1) The schedule of supplies/services.

(2) The Assignments, Disputes, Payments, Invoice, Other Compliances, Compliance with Laws Unique to Government Contracts, and Unauthorized Obligations paragraphs of this clause;

(3) The clause at 52.212-5.

(4) Addenda to this solicitation or contract, including any license agreements for computer software.

(5) Solicitation provisions if this is a solicitation.

(6) Other paragraphs of this clause.

(7) The Standard Form 1449.

(8) Other documents, exhibits, and attachments

(9) The specification.

(t) *System for Award Management (SAM)*.

(1) Unless exempted by an addendum to this contract, the Contractor is responsible during performance and through final payment of any contract for the accuracy and completeness of the data within the SAM database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the SAM database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the SAM database to ensure it is current, accurate and complete. Updating information in the SAM does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(2)(i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in FAR subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to (A) change the name in the SAM database; (B) comply with the requirements of subpart 42.12; and (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (t)(2)(i) of this clause, or fails to perform the agreement at paragraph (t)(2)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the SAM information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

(3) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the SAM record to reflect an assignee for the purpose of assignment of claims (see Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the SAM database. Information provided to the Contractor's SAM record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.

(4) Offerors and Contractors may obtain information on registration and annual confirmation requirements via SAM accessed through [https://www.acquisition.gov](https://www.acquisition.gov/).

(u) *Unauthorized Obligations*.

(1) Except as stated in paragraph (u)(2) of this clause, when any supply or service acquired under this contract is subject to any End User License Agreement (EULA), Terms of Service (TOS), or similar legal instrument or agreement, that includes any clause requiring the Government to indemnify the Contractor or any person or entity for damages, costs, fees, or any other loss or liability that would create an Anti-Deficiency Act violation (31 U.S.C. 1341), the following shall govern:

(i) Any such clause is unenforceable against the Government.

(ii) Neither the Government nor any Government authorized end user shall be deemed to have agreed to such clause by virtue of it appearing in the EULA, TOS, or similar legal instrument or agreement. If the EULA, TOS, or similar legal instrument or agreement is invoked through an “I agree” click box or other comparable mechanism (e.g., “click-wrap” or “browse-wrap” agreements), execution does not bind the Government or any Government authorized end user to such clause.

(iii) Any such clause is deemed to be stricken from the EULA, TOS, or similar legal instrument or agreement.

(2) Paragraph (u)(1) of this clause does not apply to indemnification by the Government that is expressly authorized by statute and specifically authorized under applicable agency regulations and procedures.

(v) *Incorporation by reference*. The Contractor’s representations and certifications, including those completed electronically via the System for Award Management (SAM), are incorporated by reference into the contract.

(End of Clause)

## C.8 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS—COMMERCIAL ITEMS (MAY 2015)

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

(1) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (Dec 2014)

(2) 52.233-3, Protest After Award (Aug 1996) (31 U.S.C. 3553).

(3) 52.233-4, Applicable Law for Breach of Contract Claim (Oct 2004) (Public Laws 108-77 and 108-78 (19 U.S.C. 3805 note)).

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

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

[X] (2) 52.203-13, Contractor Code of Business Ethics and Conduct (APR 2010)(41 U.S.C. 3509).

[X] (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 (Jul 2013) (Pub. L. 109-282) (31 U.S.C. 6101 note).

[] (5) [Reserved]

[] (6) 52.204-14, Service Contract Reporting Requirements (JAN 2014) (Pub. L. 111-117, section 743 of Div. C).

[] (7) 52.204-15, Service Contract Reporting Requirements for Indefinite-Delivery Contracts (JAN 2014) (Pub. L. 111-117, section 743 of Div. C).

[X] (8) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (Aug 2013) (31 U.S.C. 6101 note).

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

[] (10) [Reserved]

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

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

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

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

[] (13) [Reserved]

[X] (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.

[X] (16) 52.219-8, Utilization of Small Business Concerns (OCT 2014) (15 U.S.C. 637(d)(2) and (3).

[] (17)(i) 52.219-9, Small Business Subcontracting Plan (OCT 2014) (15 U.S.C. 637(d)(4)).

[] (ii) Alternate I (Oct 2001) of 52.219-9.

[] (iii) Alternate II (Oct 2001) of 52.219-9.

[] (iv) Alternate III (OCT 2014) of 52.219-9.

[X] (18) 52.219-13, Notice of Set-Aside of Orders (NOV 2011) (15 U.S.C. 644(r)).

[X] (19) 52.219-14, Limitations on Subcontracting (NOV 2011) (15 U.S.C. 637(a)(14)).

[] (20) 52.219-16, Liquidated Damages—Subcontracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).

[] (21) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (NOV 2011) (15 U.S.C. 657f).

[X] (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 Economically Disadvantaged Women-Owned Small Business (EDWOSB) Concerns (Jul 2013) (15 U.S.C. 637(m)).

[] (24) 52.219-30, Notice of Set-Aside for Women-Owned Small Business (WOSB) Concerns Eligible Under the WOSB Program (Jul 2013) (15 U.S.C. 637(m)).

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

[] (26) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (JAN 2014) (E.O. 13126).

[X] (27) 52.222-21, Prohibition of Segregated Facilities (APR 2015).

[X] (28) 52.222-26, Equal Opportunity (APR 2015) (E.O. 11246).

[X] (29) 52.222-35, Equal Opportunity for Veterans (JUL 2014) (38 U.S.C. 4212).

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

[X] (31) 52.222-37, Employment Reports on Veterans (JUL 2014) (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 (AUG 2013). (Executive Order 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)(i) 52.223-13, Acquisition of EPEAT®-Registered Imaging Equipment (JUN 2014) (E.O.s 13423 and 13514).

[] (ii) Alternate I (JUN 2014) of 52.223-13.

[] (37)(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.

[] (38) 52.223-15, Energy Efficiency in Energy-Consuming Products (DEC 2007)(42 U.S.C. 8259b).

[] (39)(i) 52.223-16, Acquisition of EPEAT®-Registered Personal Computer Products (JUN 2014) (E.O.s 13423 and 13514).

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

[X] (40) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (AUG 2011)

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

[] (42)(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.

[] (43) 52.225-5, Trade Agreements (NOV 2013) (19 U.S.C. 2501, *et seq.*, 19 U.S.C. 3301 note).

[X] (44) 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).

[] (45) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Jul 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

[] (46) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).

[] (47) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).

[] (48) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

[] (49) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

[] (50) 52.232-33, Payment by Electronic Funds Transfer—System for Award Management (Jul 2013) (31 U.S.C. 3332).

[X] (51) 52.232-34, Payment by Electronic Funds Transfer—Other than System for Award Management (Jul 2013) (31 U.S.C. 3332).

[] (52) 52.232-36, Payment by Third Party (MAY 2014) (31 U.S.C. 3332).

[X] (53) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

[] (54)(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, 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).

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

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

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

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

[] (8) 52.222-55, Minimum Wages Under Executive Order 13658 (DEC 2014) (Executive Order 13658).

[] (9) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (MAY 2014) (42 U.S.C. 1792).

[] (10) 52.237-11, Accepting and Dispensing of $1 Coin (SEP 2008) (31 U.S.C. 5112(p)(1)).

(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records—Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e)(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause—

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (APR 2010) (41 U.S.C. 3509).

(ii) 52.219-8, Utilization of Small Business Concerns (OCT 2014) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds $650,000 ($1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(iii) 52.222-17, Non-displacement of Qualified Workers (MAY 2014) (E.O. 13495). Flow down required in accordance with paragraph (l) of FAR clause 52.222-17.

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

(v) 52.222-26, Equal Opportunity (APR 2015) (E.O. 11246).

(vi) 52.222-35, Equal Opportunity for Veterans (JUL 2014) (38 U.S.C. 4212).

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

(viii) 52.222-37, Employment Reports on Veterans (JUL 2014) (38 U.S.C. 4212).

(ix) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.

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

(xi)(A) 52.222-50, Combating Trafficking in Persons (MAR 2015) (22 U.S.C. chapter 78 and E.O. 13627).

(B) Alternate I (MAR 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).

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

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

(xiv) 52.222-54, Employment Eligibility Verification (AUG 2013).

(xv) 52.222-55, Minimum Wages Under Executive Order 13658 (DEC 2014) (E.O. 13658).

(xvi) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Jul 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

(xvii) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (MAY 2014) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(xviii) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of Clause)

## C.9 52.216-18 ORDERING (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from 1 January 2019 through 31 December 2025.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

(End of Clause)

## C.10 52.216-19 ORDER LIMITATIONS (OCT 1995)

(a) *Minimum order.* When the Government requires supplies or services covered by this contract in an amount of less than $1,000.00, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) *Maximum order.* The Contractor is not obligated to honor—

(1) Any order for a single item in excess of $1,000,000.00;

(2) Any order for a combination of items in excess of $1,500,000.00; or

(3) A series of orders from the same ordering office within 30 days that together call for quantities exceeding the limitation in paragraph (b)(1) or (2) of this section.

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.

(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 7 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of Clause)

## C.11 52.217-6 OPTION FOR INCREASED QUANTITY (MAR 1989)

The Government may increase the quantity of supplies called for in the Schedule at the unit price specified. The Contracting Officer may exercise the option by written notice to the Contractor within 30 days. Delivery of the added items shall continue at the same rate as the like items called for under the contract, unless the parties otherwise agree.

(End of Clause)

## C.12 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 180 days.

(End of Clause)

## C.13 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 180 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 years and 180 days.

End of Clause)

## C.14 52.224-2 PRIVACY ACT (APR 1984)

(a) The Contractor agrees to—

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

(i) The systems of records; and

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

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

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

(b) In the event of violations of the Act, a civil action may be brought against the agency involved when the violation concerns the design, development, or operation of a system of records on individuals to accomplish an agency function, and criminal penalties may be imposed upon the officers or employees of the agency when the violation concerns the operation of a system of records on individuals to accomplish an agency function. For purposes of the Act, when the contract is for the operation of a system of records on individuals to accomplish an agency function, the Contractor and any employee of the Contractor is considered to be an employee of the agency.

(c) (1) "Operation of a system of records," as used in this clause, means performance of any of the activities associated with maintaining the system of records, including the collection, use, and dissemination of records.

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

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

(End of Clause)

## C.15 52.227-3 PATENT INDEMNITY (APR 1984) ALTERNATE II (APR 1984)

(a) The Contractor shall indemnify the Government and its officers, agents, and employees against liability, including costs, for infringement of any United States patent (except a patent issued upon an application that is now or may hereafter be withheld from issue pursuant to a Secrecy Order under 35 U.S.C. 181) arising out of the manufacture or delivery of supplies, the performance of services, or the construction, alteration, modification, or repair of real property (hereinafter referred to as "construction work") under this contract, or out of the use or disposal by or for the account of the Government of such supplies or construction work.

(b) This indemnity shall not apply unless the Contractor shall have been informed as soon as practicable by the Government of the suit or action alleging such infringement and shall have been given such opportunity as is afforded by applicable laws, rules, or regulations to participate in its defense. Further, this indemnity shall not apply to (1) an infringement resulting from compliance with specific written instructions of the Contracting Officer directing a change in the supplies to be delivered or in the materials or equipment to be used, or directing a manner of performance of the contract not normally used by the Contractor, (2) an infringement resulting from addition to or change in supplies or components furnished or construction work performed that was made subsequent to delivery or performance, or (3) a claimed infringement that is unreasonably settled without the consent of the Contractor, unless required by final decree of a court of competent jurisdiction.

(c) This patent indemnification shall cover the following items:

(End of Clause)

## C.16 52.233-3 PROTEST AFTER AWARD (AUG 1996) ALTERNATE I (JUN 1985)

(a) Upon receipt of a notice of protest (as defined in FAR 33.101) or a determination that a protest is likely (see FAR 33.102(d)), the Contracting Officer may, by written order to the Contractor, direct the Contractor to stop performance of the work called for by this contract. The order shall be specifically identified as a stop-work issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Upon receipt of the final decision in the protest, the Contracting Officer shall either—

(1) Cancel the stop-work order; or

(2) Terminate the work covered by the order as provided in the Termination clause of this contract.

(b) If a stop-work order issued under this clause is canceled either before or after a final decision in the protest, the contractor shall resume work. The Contracting Officer shall make an equitable adjustment in the delivery schedule, the estimated cost, the fee, or a combination thereof, and in any other terms of the contract that may be affected.

(1) The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and

(2) The Contractor requests an adjustment within 30 days after the end of the period of work stoppage; *provided,* that if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon the request at any time before final payment under this contract.

(c) If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the Government, the Contracting Officer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.

(d) If a stop-work is not canceled and the work covered by the order is terminated for default, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.

(e) The Government's rights to terminate this contract at any time are not affected by action taken under this clause.

(f) If, as the result of the Contractor's intentional or negligent misstatement, misrepresentation, or miscertification, a protest related to this contract is sustained, and the Government pays costs, as provided in FAR 33.102(b)(2) or 33.104(h)(1), the Government may require the Contractor to reimburse the Government the amount of such costs. In addition to any other remedy available, and pursuant to the requirements of Subpart 32.6, the Government may collect this debt by offsetting the amount against any payment due the Contractor under any contract between the Contractor and the Government.

(End of Clause)

## C.17 52.239-1 PRIVACY OR SECURITY SAFEGUARDS (AUG 1996)

(a) The Contractor shall not publish or disclose in any manner, without the Contracting Officer's written consent, the details of any safeguards either designed or developed by the Contractor under this contract or otherwise provided by the Government.

(b) To the extent required to carry out a program of inspection to safeguard against threats and hazards to the security, integrity, and confidentiality of Government data, the Contractor shall afford the Government access to the Contractor's facilities, installations, technical capabilities, operations, documentation, records, and databases.

(c) If new or unanticipated threats or hazards are discovered by either the Government or the Contractor, or if existing safeguards have ceased to function, the discoverer shall immediately bring the situation to the attention of the other party.

(End of Clause)

## C.18 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/>

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| --- | --- | --- | --- | --- |
| **FAR Number** | | **Title** | | **Date** |
| 52.216-22 | | INDEFINITE QUANTITY | | OCT 1995 |
| 52.216-23 | | EXECUTION AND COMMENCEMENT OF WORK | | APR 1984 |
| 52.216-24 | | LIMITATION OF GOVERNMENT LIABILITY | | APR 1984 |
|  |  | |  | | |

52.219-8 UTILIZATION OF SMALL BUSINESS CONCERNS OCT 2014

52.219-14 LIMITATIONS ON SUBCONRACTING NOV 2011

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852.211-74 LIQUIDATED DAMAGES JAN 2008

52.232-18 AVAILABILITY OF FUNDS APR 1984

52.232-19 AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR APR 1984

52.211-11 LIQUIDATED DAMAGES—SUPPLIES, SERVICES, OR RESEARCH AND DEVELOPMENT SEP 2000

(End of Clause)

## C.19 52.253-1 COMPUTER GENERATED FORMS (JAN 1991)

(a) Any data required to be submitted on a Standard or Optional Form prescribed by the Federal Acquisition Regulation (FAR) may be submitted on a computer generated version of the form, provided there is no change to the name, content, or sequence of the data elements on the form, and provided the form carries the Standard or Optional Form number and edition date.

(b) Unless prohibited by agency regulations, any data required to be submitted on an agency unique form prescribed by an agency supplement to the FAR may be submitted on a computer generated version of the form provided there is no change to the name, content, or sequence of the data elements on the form and provided the form carries the agency form number and edition date.

(c) If the Contractor submits a computer generated version of a form that is different than the required form, then the rights and obligations of the parties will be determined based on the content of the required form.

(End of Clause)

## C.20 EXTENSION OF AGREEMENT

This contract may be extended for four - one year periods at the option of the Government in accordance with 52.217-9, Option to Extend the Term of the Contract. Notice of an extension must be served in writing by the Government 180 days prior to the scheduled expiration date. The extension is granted subject to the availability of funds.

## C.21 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.22 VAAR 852.203-71 DISPLAY OF DEPARTMENT OF VETERAN AFFAIRS HOTLINE POSTER (DEC 1992)

(a) Except as provided in paragraph (c) below, the Contractor shall display prominently, in common work areas within business segments performing work under VA contracts, Department of Veterans Affairs Hotline posters prepared by the VA Office of Inspector General.

(b) Department of Veterans Affairs Hotline posters may be obtained from the VA Office of Inspector General (53E), P.O. Box 34647, Washington, DC 20043-4647.

(c) The Contractor need not comply with paragraph (a) above if the Contractor has established a mechanism, such as a hotline, by which employees may report suspected instances of improper conduct, and instructions that encourage employees to make such reports.

(End of Clause)

## C.23 VAAR 852.209-70 ORGANIZATIONAL CONFLICTS OF INTEREST (JAN 2008)

(a) It is in the best interest of the Government to avoid situations which might create an organizational conflict of interest or where the offeror's performance of work under the contract may provide the contractor with an unfair competitive advantage. The term "organizational conflict of interest" means that because of other activities or relationships with other persons, a person is unable to render impartial assistance or advice to the Government, or the person's objectivity in performing the contract work is or might be otherwise impaired, or the person has an unfair competitive advantage.

(b) The offeror shall provide a statement with its offer which describes, in a concise manner, all relevant facts concerning any past, present, or currently planned interest (financial, contractual, organizational, or otherwise) or actual or potential organizational conflicts of interest relating to the services to be provided under this solicitation. The offeror shall also provide statements with its offer containing the same information for any consultants and subcontractors identified in its proposal and which will provide services under the solicitation. The offeror may also provide relevant facts that show how its organizational and/or management system or other actions would avoid or mitigate any actual or potential organizational conflicts of interest.

(c) Based on this information and any other information solicited or obtained by the contracting officer, the contracting officer may determine that an organizational conflict of interest exists which would warrant disqualifying the contractor for award of the contract unless the organizational conflict of interest can be mitigated to the contracting officer's satisfaction by negotiating terms and conditions of the contract to that effect. If the conflict of interest cannot be mitigated and if the contracting officer finds that it is in the best interest of the United States to award the contract, the contracting officer shall request a waiver in accordance with FAR 9.503 and 48 CFR 809.503.

(d) Nondisclosure or misrepresentation of actual or potential organizational conflicts of interest at the time of the offer, or arising as a result of a modification to the contract, may result in the termination of the contract at no expense to the Government.

(End of Provision)

## C.24 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.25 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 in the United States and all U.S. Territories. 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.26 VAAR 852.270-1 REPRESENTATIVES OF CONTRACTING OFFICERS (JAN 2008)

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

(End of Provision)

## C.27 VAAR 852.271-75 EXTENSION OF CONTRACT PERIOD (APR 1984)

This contract may be extended from year to year if agreeable to both parties provided the agreement for extension is consummated 30 days prior to the expiration date, and further provided that there is no change in the provisions, terms, conditions, or rate of payment. Any extension made hereunder is subject to the availability of funds during the period covered by the extension.

(End of Clause)

## C.28 MANDATORY WRITTEN DISCLOSURES

Mandatory written disclosures required by FAR clause 52.203-13 to the Department of Veterans Affairs, Office of Inspector General (OIG) must be made electronically through the VA OIG Hotline at http://www.va.gov/oig/contacts/hotline.asp and clicking on "FAR clause 52.203-13 Reporting." If you experience difficulty accessing the website, call the Hotline at 1-800-488-8244 for further instructions.

## C.29 LIMITATIONS ON SUBCONTRACTING-- MONITORING AND COMPLIANCE (JUN 2011)

This solicitation includes FAR 52.219-14 Limitations on Subcontracting. 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 inassessing 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.

(End of Clause)

## C.30 SUBCONTRACTING COMMITMENTS--MONITORING AND COMPLIANCE (JUN 2011)

This solicitation includes VAAR 852.215-70, Service-Disabled Veteran-Owned and Veteran-Owned Small Business Evaluation Factors, and VAAR 852.215-71, Evaluation Factor Commitments. Accordingly, any contract resulting from this solicitation will include these clauses. The contractor is advised in performing contract administration functions, the CO may use the services of a support contractor(s) to assist in assessing contractor compliance with the subcontracting commitments incorporated into the contract. To that end, the support contractor(s) may require access to the contractor's business records or other proprietary data to review such business records regarding contract 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 compliance with the subcontracting commitments.

(End of Clause)