


SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30				1. REQUISITION NO.		PAGE 1 OF <div style="border: 1px solid black; padding: 2px; display: inline-block;">28</div>	
2. CONTRACT NO. 36C25720A0002		3. AWARD/EFFECTIVE DATE 11/04/2019		4. ORDER NO.		5. SOLICITATION NUMBER 36C25720Q0012	
7. FOR SOLICITATION INFORMATION CALL:		a. NAME Renetta Prince		b. TELEPHONE NO. (No Collect Calls) 210-694-6323		8. OFFER DUE DATE/LOCAL TIME	
9. ISSUED BY Department of Veterans Affairs VISN17 Network Contracting Activity 5441 Babcock Rd. Ste. 302 San Antonio TX 78240				CODE 36C257		10. THIS ACQUISITION IS <input type="checkbox"/> UNRESTRICTED OR <input checked="" type="checkbox"/> SET ASIDE: 100 % FOR: <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM NAICS: 721110 <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> EDWOSB <input checked="" type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input type="checkbox"/> 8(A) SIZE STANDARD: \$32.5 Million	
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS NET 30		13a. THIS CONTRACT IS A: RATED ORDER UNDER DPAS (16 CFR 700) <input type="checkbox"/>		13b. RATING N/A	
15. DELIVER TO Department of Veterans Affairs Valley Coastal Bend Healthcare System 2601 Veterans Drive Harlingen TX 78550				CODE 36C740		14. METHOD OF SOLICITATION <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input checked="" type="checkbox"/> RFP	
17a. CONTRACTOR/OFFEROR GO TIME TRAVEL AND TOURS LLC 223 FALLAWATER WAY SUFFOLK VA 23434 Michael Woods TELEPHONE NO. 775-386-2362 DUNS: 080604339DUNS+4:				FACILITY CODE		16. ADMINISTERED BY Department of Veterans Affairs VISN17 Network Contracting Activity 5441 Babcock Rd. Ste. 302 San Antonio TX 78240 18a. PAYMENT WILL BE MADE BY This is accomplished through the Tungsten Network located at: http://www.fsc.va.gov/einvoice.asp This is mandatory and the sole method for submitting invoices. PHONE: (877) 353-9791 FAX: (512) 460-5540	
17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER <input type="checkbox"/>				18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM			
19. ITEM NO.		20. SCHEDULE OF SUPPLIES/SERVICES		21. QUANTITY		22. UNIT	
		See CONTINUATION Page				23. UNIT PRICE	
						24. AMOUNT	
		This is a single-award Blanket Purchase Agreement (BPA) for VCB Hotel and Lodging Service for Outpatient Veterans on an as needed basis up to 6 rooms per month. See BPA terms and conditions for details. Orders will be placed via BPA order/call. This document does not obligate any funds. Funds will be obligated through a separate BPA order.					
		(Use Reverse and/or Attach Additional Sheets as Necessary)					
25. ACCOUNTING AND APPROPRIATION DATA See CONTINUATION Page				26. TOTAL AWARD AMOUNT (For Govt. Use Only) \$0.00			
27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA <input type="checkbox"/>				ARE <input type="checkbox"/> ARE NOT ATTACHED. <input type="checkbox"/>			
27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4, FAR 52.212-5 IS ATTACHED. ADDENDA <input checked="" type="checkbox"/>				ARE <input checked="" type="checkbox"/> ARE NOT ATTACHED. <input type="checkbox"/>			
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED 1				29. AWARD OF CONTRACT: REF. _____ OFFER DATED _____ YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN IS ACCEPTED AS TO ITEMS:			
30a. SIGNATURE OF OFFEROR/CONTRACTOR 				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)			
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT) Michael Woods CEO		30c. DATE SIGNED 11-4-2019		31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) DALE PADRO Contracting Officer		31c. DATE SIGNED	

Table of Contents

SECTION A	1
A.1 SF 1449 SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS.....	1
SECTION B - CONTINUATION OF SF 1449 BLOCKS	3
B.1 CONTRACT ADMINISTRATION DATA.....	3
B.2 PRICE/COST SCHEDULE	4
ACCOUNTING AND APPROPRIATION DATA.....	5
B.3 PERFORMANCE WORK STATEMENT	6
B.4 BPA Terms and Conditions	11
SECTION C - CONTRACT CLAUSES	13
C.1 52.204–25 Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.	13
C.2 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS—COMMERCIAL ITEMS (OCT 2019)	15
C.3 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)	23
C.4 VAAR 852.219-10 VA NOTICE OF TOTAL SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS SET-ASIDE (JUL 2019) (DEVIATION).....	23
C.5 VAAR 852.232-72 ELECTRONIC SUBMISSION OF PAYMENT REQUESTS (NOV 2018).....	25
C.6 VAAR 852.270-1 REPRESENTATIVES OF CONTRACTING OFFICERS (JAN 2008).....	26
C.7 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)	26
SECTION D - CONTRACT DOCUMENTS, EXHIBITS, OR ATTACHMENTS	28

SECTION B - CONTINUATION OF SF 1449 BLOCKS

B.1 CONTRACT ADMINISTRATION DATA

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

a. CONTRACTOR: Go Time Travels and Tours
Michael Woods
757-386-2362
michaelwoods@gotimetravelandtours.com

b. GOVERNMENT: Contracting Officer 36C257 Dale Padro

Department of Veterans Affairs
VISN17 Network Contracting Activity
5441 Babcock Rd. Ste. 302
San Antonio TX 78240

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

- ☒ 52.232-33, Payment by Electronic Funds Transfer—System For Award Management, or
☐ 52.232-36, Payment by Third Party

3. INVOICES: Invoices shall be submitted in arrears:

- a. Quarterly ☐
b. Semi-Annually ☐
c. Other ☒ Monthly in arrears

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

This is accomplished through the
Tungsten Network located at:
<http://www.fsc.va.gov/einvoice.asp>
This is mandatory and the sole method
for submitting invoices.

B.2 PRICE/COST SCHEDULE

ITEM INFORMATION

ITEM NUMBER	DESCRIPTION OF SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	HOTEL BPA TO PROVIDE LODGING FOR VETERANS. ON AN AS NEEDED BASIS, UP TO 6 NIGHTLY REQUESTS PER MONTH (6 ROOMS X 12 MONTHS=72 ROOMS PER YEAR) Contract Period: Base POP Begin: 11-04-2019 POP End: 11-03-2020	72.00	EA	\$85.0000	\$6,120.00
1001	HOTEL BPA TO PROVIDE LODGING FOR VETERANS. ON AN AS NEEDED BASIS, UP TO 6 NIGHTLY REQUESTS PER MONTH (6 ROOMS X 12 MONTHS=72 ROOMS PER YEAR) Contract Period: Option 1 POP Begin: 11-04-2020 POP End: 11-03-2021	72.00	EA	\$85.0000	\$6,120.00
2001	HOTEL BPA TO PROVIDE LODGING FOR VETERANS. ON AN AS NEEDED BASIS, UP TO 6 NIGHTLY REQUESTS PER MONTH (6 ROOMS X 12 MONTHS=72 ROOMS PER YEAR) Contract Period: Option 2 POP Begin: 11-04-2021 POP End: 11-03-2022	72.00	EA	\$85.0000	\$6,120.00
3001	HOTEL BPA TO PROVIDE LODGING FOR VETERANS. ON AN AS NEEDED BASIS, UP TO 6 NIGHTLY REQUESTS PER MONTH (6 ROOMS X 12 MONTHS=72 ROOMS PER YEAR) Contract Period: Option 3 POP Begin: 11-04-2022 POP End: 11-03-2023	72.00	EA	\$85.0000	\$6,120.00
4001	HOTEL BPA TO PROVIDE LODGING FOR VETERANS. ON AN AS NEEDED BASIS, UP TO 6 NIGHTLY REQUESTS PER MONTH (6 ROOMS X 12 MONTHS=72 ROOMS PER YEAR) Contract Period: Option 4 POP Begin: 11-04-2023 POP End: 11-03-2024	72.00	EA	\$85.0000	\$6,120.00
				GRAND TOTAL	\$30,600.00

ACCOUNTING AND APPROPRIATION DATA

ACRN	APPROPRIATION	REQUISITION NUMBER	AMOUNT
1	740-3600160-2051-820100 Medical-2562 FEE Basis Medical and Nur-010020100	740-20-1-2051-0001 (P)	\$0.00

B.3 PERFORMANCE WORK STATEMENT

Statement of Work (SOW) Lodging BPA for Veterans Affairs Texas Valley Coastal Bend Health Care System (VATVCBHCS)

1. GENERAL

1.1. SCOPE OF WORK: The VA Texas Valley Coastal Bend Health Care System (VATVCBHCS), located at 2601 Veterans Drive, Harlingen, TX, intends to enter into a Contract with a firm that normally provides Lodging Negotiations and Management Services. This hotel/motel lodging for authorized visiting veterans and accompanying spouses, family members, or care-givers (veteran plus one with double occupancy). The Government guarantees a minimum usage of 72 rooms per year. The government's best estimated quantity is 100 rooms per year. The contractor must make the following number of rooms available per day: Sunday 2 rooms, Monday 2 rooms, Tuesday 2 rooms, Wednesday 2 rooms, Thursday 2 rooms, Friday 1 room, Saturday 1 rooms. The contractor must make these number of rooms available for reservation per day each week for use by the government and will hold the rooms until 6:00 PM. each day. The contractor shall make its best effort to provide veterans with a plus one with a room with two separate beds if requested.

Veterans Affairs Texas Valley Coastal Bend Health Care System's (VATVCBHCS) Harlingen Health Care Clinic requires hotel accommodations for all veteran out-patients after their surgical operations who require next day follow-up appointments and/or additional periods of monitoring as needed after surgery (to include early/late appointments and/or surgical procedures requiring them to come in early). In addition, out-of-the-area veterans traveling long distances for medical procedures performed at the Harlingen Health Care Clinic at 2601 Veterans Drive, Harlingen, TX 78504. The Commercial hotel shall furnish lodging accommodations for VATVCBHCS guests on a nightly rental basis. The performance standards and requirements for these services include the following responsibilities:

1.1.1. Blanket Purchase Agreement (BPA): In accordance with FAR Part 13.303 and FAR 16.7, The Contractor shall, when called for by VATVCBHCS, will provide lodging and accommodations to all visiting guests at the Harlingen Health Care Center Clinic (HCC) at 2601 Veterans Drive, Harlingen, TX 78550.

Performance Period: The anticipated base period is 11/04/2019 through 11/03/2020. At the discretion of the Contracting Officer, the Government may exercise up to four, twelve-month ordering periods.

ORDERING PERIOD 1 11/04/2020-11/03/2021

ORDERING PERIOD 2 11/04/2021-11/03/2022

ORDERING PERIOD 3 11/04/2022-11/03/2023

ORDERING PERIOD 4 11/04/2023-11/03/2024

1.1.2. VATVCBHCS will provide lodging and accommodations to all non-paying guests seen at the Harlingen Health Care Center Clinic at 2601 Veterans Drive, Harlingen, TX 78550. In the event that the commercial hotel cannot accommodate guests, the hotel will notify VATVCBHCS point of contact, Timothy Rivera, Medical Administration Service Contractor Administrative Officer, via email at Timothy.Rivera@va.gov at a minimum of one week prior to non-availability. The Contractor shall accept advance reservations or same day reservations as necessary to meet mission requirements.

1.1.3. The Contractor shall comply with all Federal, State, and local laws.

1.2. METHODS OF PAYMENT:

1.2.1. "Paying Guest": The Commercial hotel shall accept, based on their credit policies and requirements, cash, credit cards and other methods of payment as an authorized method of payment for lodging charges incurred by the traveler. Adjustments for actual final charges will be made at check out.

1.2.2. All issues concerning the correct charge for the Commercial hotel room rate should be settled between the Contractor and VATVCBHCS designated Contracting Officer Representative (COR) or Alternate Contracting Officer Representative (COR) Medical Administration Service. Issues or questions concerning the correctness of other items on the final bill (phone calls, food, drinks, cleaning, and number of days in room) should be settled between the Commercial hotel and the traveler (paying or non-paying) in the same manner as other Commercial hotel/guest issues are resolved.

1.3. POLICIES AND BILLING PROCEDURES FOR DIRECT BILLING INVOICES

1.3.1. Monthly billings by the contractor should be sent to:

Financial Services Center
PO Box 149971
Austin, TX 78714-8971

Payment to be made monthly in arrears by certified invoices and must contain contract number and obligation document number to be considered valid. Invoices contain personal patient information and must be controlled. Vouchers must be maintained under 100% control by lodging management and under lock and key or in a safe until returned to Medical Administrative Service for processing for payment. Vouchers will not be copied by lodging management.

For verification purposes, original lodging ticket and a copy of the invoice should be mailed to (invoice must be verified by the Business Office/Medical Administration Service prior to approving payment in the Financial Services Center automated payment system) (See section 2.5):

Medical Administration Service
Attn: Administrative Officer
2601 Veterans Drive
Harlingen, Texas 78229

One spouse, caregiver or family member of veteran will be permitted to stay in the room at NO ADDITIONAL CHARGE to the veteran of the VA (veteran plus one). No lodging fees will be charged to the veteran. Any expenses incurred in addition to those covered by the lodging (i.e. unauthorized meals, damages, movie channels, room services, long distance calls, etc.) are not the responsibility of VATVCBHCS.

The room rate per night will not include city, state or federal sales tax which the VATVCBHCS is exempt from paying.

1.3.2. Patient Emergencies

In the event a VATVCBHCS referred occupant is in an emergency situation of any kind, the Contractor/ hotel shall contact the appropriate parties (911) to respond to the emergency. In addition, the Contractor shall immediately contact the Contracting Officer Representative (COR) or Alternate Contracting Officer Representative (COR), Medical Administration Service at (office) 956-291-9044, (work cell) 956-410-9039, Monday through Friday, 8 AM to 4:30 PM, excluding holidays, and after normal duty hours.

1.3.3. All Non-Paying Guests who bring family members or friends outside of the veteran plus one allowance will be responsible for paying any charges above the authorized Government rate. Note: Any additional charges must be collected from the guest upon checkout.

1.3.4. Changes or cancellations will only be conducted by the designated point of contacts referred to in Section 1.3.2. It will be the responsibility of the Commercial hotel to get any additional personal information from the members upon check in. The Commercial hotel will be responsible for contacting and billing members for unpaid services left uncollected at time of checkout (i.e. phone charges, sundries, additional charges for additional guest, etc.).

1.3.5. Note: *Only* designated VATVCBHCS CORs are authorized to make and cancel reservations for the direct billed rooms. Refer to Section 2.5 for authorized users.

2. CONTRACTOR FURNISHED ITEMS

2.1. ROOM STANDARDS: The Government reserves the right, at any time before and after contract award and during the term of the contract, to inspect available rooms and all other areas of the complex. The lodging facility shall provide necessary access to ensure a safe and healthy environment for the VATVCBHCS occupants. This includes but is not limited to:

2.1.1. Living space: Each room shall contain net living and sleeping areas in accordance with local standards. No more than one person shall be assigned to a room or share a bathroom.

2.1.2. Rooms shall be constructed and finished to provide good light and sound attention. All piping and wiring must be enclosed.

2.1.3. All finishes (walls and ceiling) should be free from damage, scars, marks, dirt, and dust. Vents and surrounding finished must be free of dirt and dust.

2.1.4. Ceilings and wall shall be finished in paint or wall covering.

failure, for more than eight hours the contractor shall take action to relocate all occupants to other Commercial Quarters facilities at no expense to the government or the occupant.

2.4. OTHER LODGING: Veteran patients will be arriving either by government van or private vehicle and may require transportation supplied by the lodging facility to their medical appointment within the Medical Center area.

2.4.1 VA guests shall be able to check in as early as rooms become available, or no later than the facility's normal check in times.

2.4.2 All rooms must be compliant with requirements outlined in The Americans with Disabilities Act (Public Law 101-336) (42 U.S.C. 12101 et. Seq.), and the Hotel and Motel Safety Act of 1990 (Public Law 101-391) (15 U.S.C. 2201 et. Seq).

2.4.3 All rooms must be compliant with the requirements of the National Fire Protection Association (NFPA) 101, Chapter 29, Life Safety Code.

2.4.4 Lodging facility shall include transportation for the veteran and plus one from the hotel to the clinic and from the clinic to the hotel between the hours of 7 AM and 7 PM. The cost of transportation shall be included in the lodging rate. Patients will sign up at the front desk at the lodging facility or call the lodging facility from the clinic. Transportation will also be made available to the veteran to and from all other locations normally made available by the contractor to guests.

2.4.5 VA guests shall include the veterans and their spouse/family member or caregiver (veteran plus one, double occupancy).

2.4.6 The lodging facility shall provide a continental breakfast or equivalent and include the cost in the lodging rate.

2.4.7 The lodging facility shall provide local telephone service for each room and include the cost in the lodging rate. Long distance calls will be the responsibility of the veteran and plus one.

2.4.8 Parking availability will be at no charge and must be within close proximity of rooms.

2.4.9 Provide/ensure security on hotel premises.

2.4.10 The lodging facility must be within a 6-mile radius from the VATVCBHCS Harlingen Health Care Clinic, located at 2601 Veterans Drive, Harlingen, TX. Contractors shall provide a map showing the route from the lodging facility to the hospital with their proposal.

2.4.11 The lodging facility is responsible for developing a customer satisfaction survey and a process to gather input from veterans lodged at the facility under this contract. The customer satisfaction survey should measure that specific standards are being met by the lodging facility for example: room cleanliness, courtesy of the hotel staff, appropriateness of the suites assigned (i.e. handicap accessible). Survey results will be submitted to the VATVCBHCS Contracting Officer's Representative (COR) at the end of each month. The lodging facility shall maintain hard copies of the survey results for the purpose of an audit.

2.1.5. All floors in living and sleeping areas shall have clean, serviceable covering.

2.1.6. All windows shall be provided drapes with, shades or blinds. If only drapes are provided, they must screen out light.

2.1.7. Sufficient electrical outlets shall be available. All electrical cords, bulbs, lights, and switches shall be operational and free from defects.

2.1.8. All entrance doors to rooms shall have interior security locks; either deadbolt or double locking locks. All doors shall be free from holes, dents, or other physical defects.

2.1.9. Smoke and fire protection systems must be installed and meet federal, state, or local fire codes.

2.1.10. Bath rooms must be constructed to provide convenient sanitary facilities, with the availability of at least one handicap accessible facility. Wash basin and shower tub areas shall have a vanity table, stopper devices, soap dishes, towel bars/hooks, and grounded electrical outlets conveniently located for use of electrical razors, hairdryers etc. Loose, missing, or badly worn/damaged wall tiles, floor tiles, fixtures or accessories are unacceptable. The fixtures controlling the flow of water must not be cracked or leaking and shall operate properly to maintain a constant, adequate flow and temperature without sudden surges of temperature changes. Bathrooms must have a working exhaust fan or an exterior window that can be opened which must be of frosted glass or curtained to provide privacy. The shower or shower/tub combination shall have shower doors or curtains.

2.2. FURNISHINGS AND EQUIPMENT: Furnishings and equipment must be clean and in good repair. The following minimum furnishings are required:

2.2.1. Lamp-1 per desk or writing table.

2.2.2. Chair, occasional.

2.2.3. Clothes storage drawers.

2.2.4. Mirror.

2.2.5. Table, night, with lamp.

2.2.6. Desk or writing table with chair.

2.2.7. Luggage rack.

2.2.8. Trash containers -one in living room and one in bathroom.

2.2.9. Color television

2.2.10. Alarm clock

2.3. HEATING, AIR CONDITIONING AND VENTILATION: Living quarters shall be provided with individual room-controlled heating and air conditioning (in season) and otherwise provided the ventilation necessary to maintain comfort for guests. If utilities fail, other than an area-wide

2.4.12 ADA Service dogs will be allowed in the hotel, room, as well as transport vehicles.

2.5. FACILITY PROGRAM OFFICE POINT OF CONTACT (AUTHORIZED USERS):

A. Contracting Officer's Representative (COR): Timothy Rivera, Administrative (office) 956-291-9044, (work cell) 956-410-9039, email at Timothy.Rivera@va.gov.

B. Alternate Contracting Officer's Representative (COR): Israel Valdez, Supervisory Mobility Transportation Specialist, 956-238-8358, email at Israel.Valdez@va.gov.

B.4 BPA Terms and Conditions

BPA Terms and Conditions

1. DESCRIPTION OF AGREEMENT: This is a pre-negotiated Blanket Purchase Agreement (BPA) for the Hotel Lodging Reservations Service for the Veterans Affairs Texas Valley Coastal Health Care System (VATVCBHCS). Under this BPA, the Contractor will provide Hotel Lodging Reservation Services within 6 miles for the (VATVCBHCS) located at 2601 Veterans Drive, Harlingen, TX.

2. EXTENT OF OBLIGATION: The government shall be obligated only to the extent of authorized orders actually made under this BPA.

3. BPA COMPLETION: This BPA will be considered complete upon expiration of the specified period of performance. No further calls or orders are authorized to be placed against the BPA once it is complete and the contractor shall not accept calls or orders for services covered under the BPA once it is complete.

4. ORDER (CALL) LIMITATIONS: When placed by the Contracting Officer Representative (COR), the individual purchase (call) shall not exceed \$10,000.00. Any other individual purchase by other authorized personnel shall not exceed \$5,000.00.

5. PRICING: Prices or discounts quoted to the government shall be as low or lower than those charged under the supplier's most favored customers for comparable quantities under similar terms and conditions, in addition to any discounts for prompt payment.

6. INDIVIDUALS AUTHORIZED TO ORDER UNDER THIS BPA: Patients will present an authorized VA Referral Form signed by the authorized VA Contracting Officer Representative (COR). Ordering Officers may be delegated after award and updated by a Contract Modification to this BPA.

7. INVOICE. An itemized invoice shall be submitted monthly for all completed services during a billing period and for which payment has not been received:

a. Invoices shall be submitted through the Tungsten Network located at <http://www.fsc.va.gov/einvoice.asp>. A courtesy copy shall be emailed to Timothy.Rivera@va.gov to ensure timely review of invoice.

b. The period of any discounts will commence on the final date of the billing period or on the date of receipt of invoices for all deliveries accepted during the billing period, whichever is later.

c. Invoices shall contain the following minimum information.

i. Name of Veteran

ii. Veteran's Social Security Number (Last four only)

iii. Room Number and Days of Stay

iv. Cost per night

v. Hotel Name

8. DISCOUNT TERMS. As stated on individual invoices.

9. PAYMENTS. Payments will be made by through Tungsten at <http://www.fsc.va.gov/einvoice.asp>.

10. COMPLIANCE WITH APPLICABLE FEDERAL, STATE AND LOCAL REQUIREMENTS. In performing work under this agreement, the Contractor shall comply with all relevant federal, state and local statutes, ordinances, laws and regulations.

11. PROVISIONS ON CONTRACTING OFFICERS AUTHORITY. The Contracting Officer Representative (COR) is the only person authorized to approve changes in any of the requirements under this agreement, and notwithstanding any provision contained elsewhere in this agreement, said authority remains solely with the Contracting Officer Representative (COR). In the event the contractor effects any such change at the direction of any person other than the Contracting Officer Representative (COR), the change will be considered to have been made without authority and no adjustment will be made in the contract price to cover any increase in costs incurred as a result thereof.

12. CANCELLATION: This agreement may be terminated by either party upon ninety (90) day written notice.

13. GOVERNMENT FURNISHED PROPERTY/EQUIPMENT: There is no Government-furnished property for this requirement.

14. PRICE LIST: The contractor shall submit an annual price list (rate sheet) to the Contracting Officer Representative (COR) for approval and to establish the agreement rates. Subsequent changes in prices may be indicated by the submission of a new price list at least thirty days prior to the effective date of the requested change but a no more than annually. The Contracting Officer must approve the changes prior to incorporation into this agreement. The contractor may offer voluntary price reductions (discounts) for previously approved items or rates without written approval.

Additional Information:

BPA Master Dollar Limit: \$40,000

BPA Call Limit: \$5,000

PSC: V231

SECTION C - CONTRACT CLAUSES

C.1 52.204–25 Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

As prescribed in 4.2105(b), insert the following clause:

Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment (AUG 2019)

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

Covered foreign country means The People's Republic of China.

Covered telecommunications equipment or services means—

(1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);

(2) For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);

(3) Telecommunications or video surveillance services provided by such entities or using such equipment; or

(4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

Critical technology means—

(1) Defense articles or defense services included on the United States Munitions List set forth in the International Traffic in Arms Regulations under subchapter M of chapter I of title 22, Code of Federal Regulations;

(2) Items included on the Commerce Control List set forth in Supplement No. 1 to part 774 of the Export Administration Regulations under subchapter C of chapter VII of title 15, Code of Federal Regulations, and controlled—

(i) Pursuant to multilateral regimes, including for reasons relating to national security, chemical and biological weapons proliferation, nuclear nonproliferation, or missile technology; or

(ii) For reasons relating to regional stability or surreptitious listening;

(3) Specially designed and prepared nuclear equipment, parts and components, materials, software, and technology covered by part 810 of title 10, Code of Federal Regulations (relating to assistance to foreign atomic energy activities);

(4) Nuclear facilities, equipment, and material covered by part 110 of title 10, Code of Federal Regulations (relating to export and import of nuclear equipment and material);

(5) Select agents and toxins covered by part 331 of title 7, Code of Federal Regulations, part 121 of title 9 of such Code, or part 73 of title 42 of such Code; or

(6) Emerging and foundational technologies controlled pursuant to section 1758 of the Export Control Reform Act of 2018 (50 U.S.C. 4817).

Substantial or essential component means any component necessary for the proper function or performance of a piece of equipment, system, or service.

(b) *Prohibition.* Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115–232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. The Contractor is prohibited from providing to the Government any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in Federal Acquisition Regulation 4.2104.

(c) *Exceptions.* This clause does not prohibit contractors from providing—

(1) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(2) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(d) *Reporting requirement.* (1) In the event the Contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the Contractor is notified of such by a subcontractor at any tier or by any other source, the Contractor shall report the information in paragraph (d)(2) of this clause to the Contracting Officer, unless elsewhere in this contract are established procedures for reporting the information; in the case of the Department of Defense, the Contractor shall report to the website at <https://dibnet.dod.mil>. For indefinite delivery contracts, the Contractor shall report to the Contracting Officer for the indefinite delivery

contract and the Contracting Officer(s) for any affected order or, in the case of the Department of Defense, identify both the indefinite delivery contract and any affected orders in the report provided at <https://dibnet.dod.mil>.

(2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause:

(i) Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

(ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the Contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) *Subcontracts*. The Contractor shall insert the substance of this clause, including this paragraph (e), in all subcontracts and other contractual instruments, including subcontracts for the acquisition of commercial items.

(End of clause)

ADDENDUM to FAR 52.212-4 CONTRACT TERMS AND CONDITIONS—COMMERCIAL ITEMS

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

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

C.2 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS—COMMERCIAL ITEMS (OCT 2019)

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

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

(2) 52.204–23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (Jul 2018) (Section 1634 of Pub. L. 115–91).

(3) 52.204–25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (AUG 2019) (Section 889(a)(1)(A) of Pub. L. 115–232).

(4) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (NOV 2015).

(5) 52.233-3, Protest After Award (Aug 1996) (31 U.S.C. 3553).

(6) 52.233-4, Applicable Law for Breach of Contract Claim (Oct 2004) (Public Laws 108-77 and 108-78 (19 U.S.C. 3805 note)).

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

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

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

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

☒ (4) 52.204–10, Reporting Executive Compensation and First-Tier Subcontract Awards (Oct 2018) (Pub. L. 109–282) (31 U.S.C. 6101 note).

☐ (5) [Reserved]

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

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

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

☐ (9) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (Oct 2018) (41 U.S.C. 2313).

☐ (10) [Reserved]

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

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

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

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

☐ (13) [Reserved]

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

☐ (ii) Alternate I (NOV 2011).

☐ (iii) Alternate II (NOV 2011).

☐ (15)(i) 52.219-7, Notice of Partial Small Business Set-Aside (June 2003) (15 U.S.C. 644).

☐ (ii) Alternate I (Oct 1995) of 52.219-7.

☐ (iii) Alternate II (Mar 2004) of 52.219-7.

☒ (16) 52.219-8, Utilization of Small Business Concerns (Oct 2018) (15 U.S.C. 637(d)(2) and (3)).

☐ (17)(i) 52.219-9, Small Business Subcontracting Plan (AUG 2018) (15 U.S.C. 637(d)(4)).

☐ (ii) Alternate I (NOV 2016) of 52.219-9.

☐ (iii) Alternate II (NOV 2016) of 52.219-9.

☐ (iv) Alternate III (JAN 2017) of 52.219-9.

☐ (v) Alternate IV (AUG 2018) of 52.219-9.

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

☐ (19) 52.219-14, Limitations on Subcontracting (JAN 2017) (15 U.S.C. 637(a)(14)).

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

☒ (21) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (OCT 2019) (15 U.S.C. 657f).

☒ (22) 52.219-28, Post Award Small Business Program Rerepresentation (Jul 2013) (15 U.S.C 632(a)(2)).

☐ (23) 52.219-29, Notice of Set-Aside for, or Sole Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (DEC 2015) (15 U.S.C. 637(m)).

☐ (24) 52.219-30, Notice of Set-Aside for, or Sole Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (DEC 2015) (15 U.S.C. 637(m)).

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

☒ (26) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (OCT 2019) (E.O. 13126).

☒ (27) 52.222-21, Prohibition of Segregated Facilities (APR 2015).

☒ (28)(i) 52.222-26, Equal Opportunity (SEP 2016) (E.O. 11246).

☐ (ii) Alternate I (FEB 1999) of 52.222-26.

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

☐ (ii) Alternate I (JULY 2014) of 52.222-35.

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

☐ (ii) Alternate I (JULY 2014) of 52.222-36.

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

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

☒ (33)(i) 52.222-50, Combating Trafficking in Persons (JAN 2019) (22 U.S.C. chapter 78 and E.O. 13627).

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

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

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

☐ (ii) Alternate I (MAY 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

☐ (47)(i) 52.225-3, Buy American—Free Trade Agreements—Israeli Trade Act (MAY 2014) (41 U.S.C. chapter 83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43).

☒ (ii) Alternate I (MAY 2014) of 52.225-3.

☐ (iii) Alternate II (MAY 2014) of 52.225-3.

☐ (iv) Alternate III (MAY 2014) of 52.225-3.

☐ (48) 52.225-5, Trade Agreements (OCT 2019) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

☒ (49) 52.225-13, Restrictions on Certain Foreign Purchases (JUN 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

☐ (50) 52.225-26, Contractors Performing Private Security Functions Outside the United States (OCT 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

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

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

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

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

☒ (55) 52.232-33, Payment by Electronic Funds Transfer—System for Award Management (Oct 2018) (31 U.S.C. 3332).

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

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

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

☐ (59) 52.242-5, Payments to Small Business Subcontractors (JAN 2017)(15 U.S.C. 637(d)(13)).

☐ (60)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631).

☐ (ii) Alternate I (Apr 2003) of 52.247-64.

☐ (iii) Alternate II (FEB 2006) of 52.247-64.

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

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

☐ (2) 52.222-41, Service Contract Labor Standards (AUG 2018) (41 U.S.C. chapter 67).

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

Employee Class

Monetary Wage-Fringe Benefits

☐ (4) 52.222-43, Fair Labor Standards Act and Service Contract Labor Standards—Price Adjustment (Multiple Year and Option Contracts) (AUG 2018) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

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

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

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

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

[X] (9) 52.222-62, Paid Sick Leave Under Executive Order 13706 (JAN 2017) (E.O. 13706).

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

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

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

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

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

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

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

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

(iii) 52.204-23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (Jul 2018) (Section 1634 of Pub. L. 115-91).

(iv) 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (AUG 2019) (Section 889(a)(1)(A) of Pub. L. 115-232).

(v) 52.219-8, Utilization of Small Business Concerns (Oct 2018) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except

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

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

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

(viii) 52.222–26, Equal Opportunity (SEP 2016) (E.O. 11246).

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

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

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

(xii) 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.

(xiii) 52.222-41, Service Contract Labor Standards (AUG 2018) (41 U.S.C. chapter 67).

(xiv)(A) 52.222-50, Combating Trafficking in Persons (JAN 2019) (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).

(xv) 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).

(xvi) 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).

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

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

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

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

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

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

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

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

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

(End of Clause)

C.3 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

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

(End of Clause)

C.4 VAAR 852.219-10 VA NOTICE OF TOTAL SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS SET-ASIDE (JUL 2019) (DEVIATION)

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

(1) Means a small business concern:

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled Veterans or eligible surviving spouses (see VAAR 802.101, Surviving Spouse definition);

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

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

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

(v) The business will comply with VAAR subpart 819.70 and Small Business Administration (SBA) regulations regarding small business size and government contracting programs at 13 CFR part 121 and 125, including the nonmanufacturer rule and limitations on subcontracting requirements in 13 CFR 121.406 and 125.6, provided that any reference therein to a service-disabled veteran-owned small business concern (SDVO SBC), is to be construed to apply to a

VA verified and VIP-listed SDVOSB. The nonmanufacturer rule and the limitations on subcontracting apply to all SDVOSB and VOSB set-asides and sole source contracts.

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

(b) *General.*

(1) Offers are solicited only from eligible service-disabled veteran-owned small business concerns. Only VIP-listed service-disabled veteran-owned small business concerns (SDVOSBs) may submit offers in response to this solicitation. Offers received from concerns that are not VIP-listed service-disabled veteran-owned small business concerns shall not be considered.

(2) Any award resulting from this solicitation shall be made to a VIP-listed service-disabled veteran-owned small business concern that meets the size standard for the applicable NAICS code.

(c) *Representation.* By submitting an offer, the prospective contractor represents that it is an eligible SDVOSB as defined in this clause, 38 CFR part 74, and VAAR subpart 819.70. Pursuant to 38 U.S.C. 8127(e), only VIP-listed SDVOSBs are considered eligible. Therefore, any reference in 13 CFR part 121 and 125 to a servicedisabled veteran-owned small business concern (SDVO SBC), is to be construed to apply to a VA verified and VIP-listed SDVOSB and only such concern(s) qualify as similarly situated. The offeror must also be eligible at the time of award.

(d) *Agreement.* Agreement. When awarded a contract (see FAR 2.101, Definitions), including orders under multiple-award contracts, or a subcontract, an SDVOSB agrees that in the performance of the contract, the SDVOSB shall comply with requirements in VAAR subpart 819.70 and SBA regulations on small business size and government contracting programs at 13 CFR part 121 and 125, including the nonmanufacturer rule and limitations on subcontracting requirements in 13 CFR part 121.406 and 125.6, provided that for purposes of the limitations on subcontracting, only VIP-listed SDVOSBs shall be considered eligible and/or "similarly situated" (i.e., a firm that has the same small business program status as the prime contractor). An independent contractor shall be considered a subcontractor. An otherwise eligible firm further agrees to the following:

(1) *Services.* In the case of a contract for services (except construction), it will not pay more than 50% of the amount paid by the government to it to firms that are not VIP-listed SDVOSBs.

(2) *Supplies or products.*

(i) In the case of a contract for supplies or products (other than from a nonmanufacturer of such supplies), it will not pay more than 50% of the amount paid by the government to it to firms that are not VIP-listed SDVOSBs.

(ii) In the case of a contract for supplies from a nonmanufacturer, it will supply the product of a domestic small business manufacturer or processor, unless a waiver as described in 13 CFR 121.406(b)(5) is granted.

(3) General construction. In the case of a contract for general construction, it will not pay more than 85% of the amount paid by the government to it to firms that are not VIP-listed SDVOSBs.

(4) Special trade contractors. In the case of a contract for special trade contractors, it will not pay more than 75% of the amount paid by the government to it to firms that are not VIP-listed SDVOSBs.

(5) Subcontracting. Any work that a VIP-listed SDVOSB subcontractor further subcontracts will count towards the percent of subcontract amount that cannot be exceeded. For supply or construction contracts, cost of materials is excluded and not considered to be subcontracted. For mixed contracts and additional limitations, refer to 13 CFR 125.6.

(e) Joint ventures. A joint venture may be considered an SDVOSB if the joint venture is listed in VIP and complies with the requirements in 13 CFR 125.18(b), provided that any reference therein to service-disabled veteran-owned small business concern or SDVO SBC, is to be construed to mean a VIP-listed SDVOSB. A joint venture agrees that, in the performance of the contract, the applicable percentage specified in paragraph (d) of this clause will be performed by the aggregate of the joint venture participants.

(f) Precedence. For any inconsistencies between the requirements of the SBA program for service-disabled veteran-owned small business concerns and the VA Veterans First Contracting Program, as defined in VAAR subpart 819.70 and this clause, the VA Veterans First Contracting Program requirements have precedence.

(End of Clause)

C.5 VAAR 852.232-72 ELECTRONIC SUBMISSION OF PAYMENT REQUESTS (NOV 2018)

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

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

(2) *Designated agency office* means the office designated by the purchase order, agreement, or contract to first receive and review invoices. This office can be contractually designated as the receiving entity. This office may be different from the office issuing the payment;

(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; and

(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 at the current website address provided in the contract.

(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).

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

(e) *Exceptions.* If, based on one of the circumstances in this paragraph (e), 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.6 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 Clause)

C.7 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

<http://www.acquisition.gov/far/index.html>

<http://www.va.gov/oal/library/vaar/>

(End of Clause)

<u>FAR Number</u>	<u>Title</u>	<u>Date</u>
52.204-9	PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL	JAN 2011
52.204-13	SYSTEM FOR AWARD MANAGEMENT MAINTENANCE	OCT 2018
52.209-11	REPRESENTATION BY CORPORATIONS REGARDING DELINQUENT TAX LIABILITY OR A FELONY CONVICTION UNDER ANY FEDERAL LAW	FEB 2016
52.204-18	COMMERCIAL AND GOVERNMENT ENTITY CODE MAINTENANCE	JUL 2016
52.212-4	CONTRACT TERMS AND CONDITIONS—COMMERCIAL ITEMS	OCT 2018
52.232-40	PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS	DEC 2013
852.203-70	COMMERCIAL ADVERTISING	MAY 2018

**SECTION D - CONTRACT DOCUMENTS, EXHIBITS, OR
ATTACHMENTS**

N/A