Department of Veterans Affairs

**NETWORK CONTRACTING ACTIVITY (NCA), VISN 22**

**4811 Airport Plaza Drive, Suite 600**

**Long Beach, CA 90815**

**(562) 766-2234**



## A.1 INTRODUCTION

In the spirit of the Federal Acquisition Streamlining Act, the Department of Veterans Affairs (DVA) and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ hereby enter into a cooperative agreement, otherwise referred to as a Blanket Purchase Agreement (BPA), to further reduce the administrative costs of acquiring supplies/services.

North American Industry Classification System Code (NAICS) 811219 Other Electronic and Precision Equipment Repair and Maintenance as it applies to Government owned Contrast Media Dye Injector (s) equipment manufactured by the Original Equipment Manufacture’s (OEM- Medrad). The services are to be provided to the DVA VISN22 Participating Healthcare Systems: VA Long Beach (600), VA Loma Linda (605), VA San Diego (664), VA Greater Los Angeles (691).

The agreement details all services with accompanying prices and descriptions, which may be ordered under this BPA. All orders placed against this BPA are subject to the terms and conditions of all the clauses and provisions in full text or incorporated by reference in this document.

DVA is not obligated to enter into BPAs with more qualified firms than are deemed necessary to meet its expected needs. It is believed that four (4) BPAs with capable, reliable, responsive firms would suffice for meeting foreseeable needs. If experience during the first year of performance indicates additional BPAs may be necessary, firms not offered an agreement initially may be approached later to assess their current interest and capability. Offerors may submit offers for one (1), many, or all participating stations.

The award form will be an SF‐1449 Solicitation/Contract/Order for Commercial Items signed by both the awardee and the Contracting Officer. The agreement will incorporate standard commercial item terms and conditions contained in FAR Clauses 52.212‐4 and 52.212‐5 along with other described herein. DVA is obligated only to the extent that authorized calls are actually placed against this BPA.

Priced Offers must be received no later than 3:00 pm (Pacific Standard Time) March 28, 2013 via email: [Ashante.booker@va.gov](mailto:Ashante.booker@va.gov). Interested party inquires may be forwarded to Ashante Booker: [Ashante.booker@va.gov](mailto:Ashante.booker@va.gov). All email correspondence shall reference the RFQ Solicitation No.: in the subject line.

Please sign and date this introduction as to your acknowledgment of the terms and condition of the agreement.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name Date

Company

Title

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# SECTION A - GENERAL TERMS

## A.2 PERFORMANCE WORK STATEMENT (PWS)

1. SCOPE OF WORK/SERVICE DESCTIPTION: Preventative Maintenance Inspection (PMI); Repair; with Intervening Service. The Department of Veteran Affairs Network Contracting Office VISN 22 is soliciting offers to acquisition to provide the afore mentioned services as it applies to Government owned Contrast Media Dye Injector (s) equipment.
   1. PARTICIPating VA Healthcare Systems:

* VA Long Beach (600)
* VA Loma Linda (605)
* VA San Diego (664)
* VA Greater Los Angeles (691)
  1. Scheduled PMI Service and Repair/authorized services: VA Healthcare Systems are mandated to maintain injector equipment in optimal operating condition. The PMI with Intervening Service shall be inclusive of all parts, labor, materials, supervision, and transportation required to maintain and repair Government owned Contrast Media Dye Injectors manufactured by the Original Equipment Manufacture’s (OEM- Medrad) to all participating systems. Required services shall consist of but is not limited to the following tasks:
* scheduled PMI
* all necessary intervening service calls
* adjustments
* calibrations
* cleaning
* lubrication
* testing
* disassembly
* check-out
* replacement of worn or defective parts
  1. SAFETY STANDARDS: Offeror shall perform electrical safety measurements on all equipment under this contract at the conclusion of all work rendered. The standards to be used as follows:
     + VHA directive 2008-011: “Electrical Safety Policy for Patient Care Equipment: DM&S Supplement, MP-3” Supplement to VA Engineering.
     + Local Electrical Safety Policy MCM 02-103
     + NFPA 99 (2013)

In addition, the equipment must also be maintained and repaired to such a condition as to satisfy the requirements of the Department of Health Education and Welfare (HEW), National Fire Protection Association (NFPA), Joint Commission on Accreditation of Healthcare Organization (JCAHO), Association for Advancement of Medical Instrumentation (AAMI), and the Governing State. All services shall be performed in accordance with the terms and conditions contained herein.

* 1. Performance verification: Shall be required at the conclusion of all work performed under this contract. Verification procedure may include performance testing for accuracy and precision of the instrument. If any services performed would in any way affect the calibration status of the instrument, the results of performance testing must conform to the established OEM performance criteria for the instrument.
  2. OPTIMUM OPERATING CONDITION: Equipment shall be maintained in optimum operating condition and meet OEM specifications for operation and performance. Equipment in a condition other than optimum operating condition is, for the purposes of this contract, considered to be “INOPERABLE”. At no time shall any portion of the equipment be “INOPERABLE” for a period of time exceeding eight (8) hours (to be calculated from the time of request for service). This includes inoperable due to non-availability of parts and equipment not meeting the minimum standards described herein shall be considered “INOPERABLE” until such equipment “PASSES” the minimum standards for the purposes of this contract. All equipment shall be subject to inspection at any time by VA Biomedical Engineering personnel to verify compliance with these standards. Deduction calculation as described in Paragraph 7 (a.) below shall be assessed for each day the equipment is “INOPERABLE”. Failure to perform services or repairs as required. Failure to maintain equipment in optimum operating condition shall also be considered “Cause” in accordance with FAR 52.212-4 incorporated by reference herein.
  3. OTHER THAN AUTHORIZED SERVICES: Only services specified in but not limited to Paragraph (b.) of this section is considered is considered “authorized” under this contract. However, when appropriate (such as but not limited to an “Emergency”), the Contract Officer may authorize out of scope or other than authorized services or repairs under a separate purchase obligation. Offeror shall receive authorization prior to commencement of any out of scope work. Consideration for these types of services will be handled on a case-by-case basis.

1. SCHEDULE: PMI performance shall be:
   1. Scheduled at least fourteen (14) days in advance with the Contracting Officer Technical Representative (COTR), and are to be performed within the first five (5) working days of the specified month; as specified by each participating VA Healthcare System; unless otherwise directed by the COTR.
   2. Services rendered under this contract shall include all necessary intervening service calls as required to replace any worn or defective parts needed in the case of equipment failure. Intervening service shall be rendered as directed by the COTR in accordance with Paragraph 7 herein.
2. CERTIFICATION REQUIREMENTS: Personnel performing maintenance and repair service under this contract shall be fully qualified, competent, Filed Service Engineers (FSE). “Fully qualified” as defined here is a trained worker with significant experience in maintaining the equipment assigned under this contract.
   1. Offeror shall provide written verification of the competency of their personnel by producing training certificates, experience in lieu of training certificates, OEM specific maintenance /repair training.
   2. Offeror shall provide written verification of personnel’s ability to use diagnostic software and computerized hardware for the maintenance of assigned equipment under this contract.
   3. Offeror shall update the COTR as staff changes are made throughout the life of this contract. The COTR reserves the right to accept or reject the Offeror’s personnel and refuse performance of services to Government owned equipment, if personnel have been determined *not* fully qualified or the absence of competency documents. Approval shall be provided by the COTR prior to performance of services.
3. PERSONNEL QUALIFICATION AND EXPERIENCE: Offeror personnel assigned to perform services under this contract shall meet or exceed the following:
   1. Field Service Personnel: In addition to the certifications as described in paragraph 3 herein, shall also have a minimum of two (2) years recent experience maintaining and repairing the equipment covered under this contract in an institutional setting
   2. Supervisory Personnel: In addition to the certifications as described in paragraph 3 herein, shall also have a minimum 3 (three) years recent experience maintaining and repairing the equipment covered under this contract in an institutional setting; as well as one (1) year supervisory experience with projects of similar nature and scope.

Note: “Recent “experience is defined as experience which occurred within the past one (1) to three (3) years from the issuance date of this solicitation.

Offerors shall remit copies of training certificates and a one (1) page resume describing the proposed personnel’s experience. Offeror shall propose one (1) Field Service Personnel and one (1) Supervisor for each participating station the Offeror intends to offer services. Offeror may offer services for one or all participating stations.

1. Refusal of Offeror's Personnel: Government reserves the right to accept or reject Offeror's staff for the rendering of services. Complaints concerning Offeror’s Personnel performance or conduct shall be dealt with by the Offeror, and/or the COTR with the final decision made by the Contracting Officer.
2. BADGES AND PARKING:
   1. All Offeror personnel are required to wear identification I.D.) badges issued by the VA Healthcare facilities VA Police station at all times while performing on-site services.
   2. It is the responsibility of the Offeror’s personnel to park in the appropriate designated parking areas. Parking information is available from the Healthcare facility’s VA Police Station. Any parking violations received by the Offeror’s personnel shall be the responsibility of the Offeror. No concessions will be made by Government.
3. REPORTING:
   1. NORMAL HOURS OF WORK: Work shall be performed between the normal working hours of 7:30 am and 4:00 pm, Monday – Friday except Holidays (see section B “Holidays”).
   2. CHECK-IN: Offeror’s personnel shall report, in person, to the Biomedical Engineering Section of each VA Healthcare system prior to performing repairs or services. Locations (TBD at time of award):
      * VA Long Beach: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
      * VA Loma Linda: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
      * VA San Diego: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
      * VA Greater Los Angeles: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
   3. contrctor requested Other than normal Work hours: If the Offeror request to work other than normal working hours for Contactor convenience, work shall be performed during these times at no additional cost to Governmen.t Service or repairs performed other normal working hours shall be coordinated and approved by the COTR prior to performance. Check-In procedures above shall be observed.
   4. FIELD SERVICE REPORT: After completion of any work performed under this contract, Offeror personnel shall submit in writing a complete report of services or repairs rendered. At a minimum, the report shall contain:

* Detailed description of services or repairs performed for each item of equipment including date;
* list of parts replaced (when applicable);
* Total hours of service;
* Safety check results;
* Performance data;
* Maintenance recommendation.

Report shall be provided to the COTR for signature the following business day. Payment of services shall be rendered after the appropriate report is submitted.

* 1. COST SAVINGS/USAGE REPORTS: Offeror shall furnish quarterly, but not less than annually cost savings/usage report to the Contract Officer. Cost savings shall reflect each participating Healthcare System. Failure to submit reports may also be considered "Cause" in accordance with FAR 52.212-4 incorporated by reference herein. Sample of a cost savings /usage report may be found at Exhibit A herein.

1. CONTRACTOR MAINTENANCE PROCEDURE: Contractor shall furnish two (2) copies of its *Preventative Maintenance & Inspection Procedure*, a document which shall be used when performing the PMI Services outlined in Paragraph (1.)(a.) herein. Government as a condition of the JCAHO Accreditation requires these procedures to be readily available for inspection and apart of the contract file. Service shall also include recording all routine work, corrections, and repair work in the equipment log.
2. INTERVENING SERVICE CALLS/AFTER HOUR/HOLIDAY PERFORMANCE: Offeror shall respond to intervening service calls within four (4) hours and be on station for repair within eight (8) hours after receipt of telephone, written, or verbal notification. Offeror will proceed to accomplish repair without undue delay. All work performed under intervening service shall be accomplished in accordance with specification as described in Paragraph 1 herein.
   1. FAILURE TO RESPOND: Liquidated damages of $100.00 accessed per day will apply for Offeror failure to telephonically respond to Intervening Service Calls within four (4) hours, and or failure to be on-site within eight (8) hours after notification by the COTR. An additional deduction of $200 per device shall be accessed for each day the equipment is inoperable. All deductions shall be applied to the invoice immediately following the incident. Failure to perform any services as set as set forth in this contract shall be considered as “Cause” in accordance with FAR 52.212-4 incorporated by reference herein.
   2. DELAY IN ACCESS: When patient care requires delay in access to the equipment for service or repair, the Offeror personnel shall notify the COTR in person and/or in writing via the Field Service Report to include the start and finish of the delayed standby time; start time in gaining access to the equipment for service or repair; in addition to the normal details as described in Paragraph 6. (c.) herein. Offeror shall obtain concurring signature from the COTR of the delay time.
3. RECONDITIONING: Reconditioning or extensive repair work that is determined by the Contract Officer, in accordance with the COTR, not to be economically feasible; or not covered under Paragraph 1 “Authorized Services” of this contract, Government reserves the right to obtain such services or from other Offerors.
4. PARTS:
   1. Only new standard OEM parts shall be furnished by the Offeror at no additional cost to Government. All parts shall be “New” of the current OEM; shall have compatibility with Government owned and installed equipment; and carry standard commercial expressed or implied warranty either by the OEM and/or Offeror.
   2. All newly installed replacement parts become property if the Government. Replaced parts are to be disposed of by the Offeror after obtaining approval from the COTR.
   3. Any worn or defective parts shall be replaced at no additional cost to Government.
   4. Operating and consumable supplies are the responsibility of the Offeror and shall be of no additional cost to Government.
5. SPARE PARTS: At no time shall any portion of the equipment covered under this contract be repaired with what would be considered “spare parts” or parts in a condition other than “New” as defined in Paragraph 9 herein.
6. TEST EQUIPMENT: Government shall not furnish parts or test equipment for the performance of this contract. It is the Offeror’s responsibility to maintain the appropriate part or supply inventory necessary to complete the work required.
7. OBSOLETE EQUIPMENT: Service will not cover obsolete equipment where parts for such equipment are not available under the OEM’s commercial price list, unless mutually agreed upon by the Contract Officer and recommended by the COTR.
8. REMOVAL OF EQIPMENT AND LOANERS: Should equipment require repair a t the Offeror’s facility, Offeror agrees to provide a loaner at no additional cost to Government when requested. Loaner shall be approved by the COTR prior to delivery. Government property shall not be removed from the station without proper documentation of a Property Pass signed by the COTR. COTR shall coordinate with station Material Management is securing Property Pass prior to removal. Offeror is responsible for any damage or loss while in the car of the Offeror.
9. ACCIDENT MISUSE OR ABUSE: Contactor shall report to the COTR any and all indications of misuse, abuse, accidental or negligent damages that are not within the scope of this contract. Offeror shall prepare an estimate for the out of scope work and remit to the Contract Officer, in accordance with the COTR, and will be handled in a fashion in consistent with Paragraph 1 (f.) herein.
10. LABELING REQUIREMENTS: When the Offeror’s personnel reports to the Biomedical Engineering Section, he/she will be provided an equipment tag. Contract personnel shall affix the tag to the equipment subject to service. Upon completion of service the Offeror personnel will fill in all the required information on the tag (e.g., date of service, type of service, initials, etc.) and return with the Field Service Report. Offeror personnel must use the Government furnished tag and no other. This procedure is mandatory and strictly enforced.
11. SERVICE CALLS, NOTIFICATION AND RESPONSE TIME: The Offeror shall provide emergency telephone number and contact information including fax and email for purposes of accepting Intervening Service calls, available 24 hours a day, and 7 days a week.

LONG BEACH

Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Email:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Telephone No: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Fax No: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

LOMA LINDA

Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Email:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Telephone No: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Fax No: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

SAN DIEGO

Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Email:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Telephone No: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Fax No: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

GREATER LOS ANGELES

Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Email:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Telephone No: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Fax No: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Note: In accordance with Paragraph 7. Offeror shall respond to intervening service calls within four (4) hours and be on station for repair within eight (8) hours after receipt of telephone, written, or verbal notification. Offeror will proceed to accomplish repair without undue delay. All work performed under intervening service shall be accomplished in accordance with specification as described in Paragraph 1 herein.

1. OFFEROR’S RESPONSIBILITIES: In accordance with FAR Subpart 28.307-2, Liability:
   1. The Offeror shall demonstrate upon demand and maintain General Commercial Liability; Errors and Omissions/Professional Liability; and Workman’s Compensation Insurance prescribed by the laws of the Federal Government and the State of California. Offeror shall take all precautions necessary to protect persons and property from injury or damage.
2. OVERTIME AND HOLIDAYS:Any overtime and/or holiday pay that the Offeror’s personnel may be entitled to, shall be the sole responsibility of the Offeror and shall not be billed to nor reimbursed by the Government.
3. PAYMENTS:Payments will be made monthly in arrears upon receipt of an invoice prepared in accordance with FAR 52.212-4. Offeror’s invoice shall include, as a minimum, the following: (1) Name of business concerned, (2) invoice date, (3) VA Contract Number and purchase order number, (4) Description and quantity of services/supplies provided. The Government invoice address can be found on Block 18a of Standard Form 1449.
4. PERIODIC INSPECTION: The VA Healthcare System shall at its option and expense, requests an unrelated third party to inspect the quality of service of the Offeror. Any faults, errors, or omissions discovered by the inspection shall be repaired or otherwise corrected at the Offeror’s expense.
5. SMOKING POLICY: Smoking is not permitted within or around the VA, except in designated areas.

## A.3 EVALUATION

When establishing these BPA’s, Government will evaluate technical, past performance and cost/price factors on a basis of the Lowest Price Technically Acceptable (LPTA). All factors will be evaluated to GO/NO-GO; YES/NO; TRUE/FALSE. Only those Offerors with technical and past performance evaluate to “acceptable” shall have their cost/price evaluated.

1. TECHNICAL:
   1. PERSONNEL QUALIFICATION AND EXPERIENCE: Offeror personnel assigned to perform services under this contract shall meet or exceed the following:
      1. Field Service Personnel: In addition to the Certification Requirements described in below, shall also have a minimum of two (2) years recent experience maintaining and repairing the equipment covered under this contract in an institutional setting
      2. Supervisory Personnel: In addition to the certifications as described in paragraph 3 herein, shall also have a minimum 3 (three) years recent experience maintaining and repairing the equipment covered under this contract in an institutional setting; as well as one (1) year supervisory experience with projects of similar nature and scope.
   2. PERSONNEL CERTIFICATION REQUIREMENTS: For each of the personnel offered above performing maintenance and repair service under this contract shall be fully qualified, competent, Filed Service Engineers (FSE). “Fully qualified” as defined here is a trained worker with significant experience in maintaining the equipment assigned under this contract.
      1. Offeror shall provide written verification of the competency of their personnel by producing training certificates, experience in lieu of training certificates, OEM specific maintenance /repair training.
      2. Offeror shall provide written verification of personnel’s ability to use diagnostic software and computerized hardware for the maintenance of assigned equipment under this contract.

Note: “Recent “experience is defined as experience which occurred within the past one (1) to three (3) years from the issuance date of this solicitation.

Offerors shall remit copies of training certificates and a one (1) page resume describing the proposed personnel’s experience. Offeror shall propose one (1) Field Service Personnel and one (1) Supervisor for each participating station the Offeror intends to offer services. Offeror may offer services for one or all participating stations.

* 1. CONTRACTOR MAINTENANCE PROCEDURE: Contractor shall furnish two (2) copies of its *Preventative Maintenance & Inspection Procedure*, a document which shall be used when performing the Semi-Annual PMI Service and Repair/Authorized Services in accordance with the Safety Standards outlined in PWS.

1. PAST PERFORMANCE: Where past performance exists (see reference sheet attachment).

1. PRICE

## A.4 TERMS AND CONDITIONS

The Contractor agrees to the following terms of a Blanket Purchase Agreement (BPA) EXCLUSIVELY WITH the Department of Veterans Affairs:

(End of Clause)

## A.5 ADMINISTRATIVE DATA

A Blanket Purchase Agreement (BPA) is hereby established between and the Department of Veterans Affairs under the following terms and conditions incorporated in this BPA:

**Offeror Primary Point of Contact:**

**Offeror Alternate Point of Contact:**

**DUNS NUMBER:**

Cognizant Office (Include complete address):

Department of Veterans Affairs

Network Contracting Office 22

4811 Airport Plaza Drive

Suite 600

Long Beach

CA

90815

(End of Clause)

## A.6 PRICING DATA

1. The prices included on the BPA list (or applicable "discounted" rates submitted in a proposal response to an RFQ resulting in award) that are in effect on the effective date of an order shall govern that order's basic performance period. With regard to any option years, which are later exercised, the proposed option year rates as incorporated into the order award are in effect until such time, if applicable, that the contractor has been authorized a rate increase culminating from a negotiation with the Contracting Officer.

2. The BPA holder can voluntarily reduce offered prices at any time by giving 24-hour advance notice (by facsimile or electronic-mail) to the Department of Veterans Affairs/Contracting Officer. This BPA also allows for additional discounts if a "large order" is placed at one time. An advanced notice is not required for discounts offered for only an individual order. Whether an order is large enough to warrant such a discount is subject to the discretion of the BPA holder.

3. The BPA holder may also increase BPA prices at any time. Any BPA price increase shall not take effect until the Department of Veterans Affairs Contracting Officer receives written notification (U.S. mail, facsimile, or electronic-mail). Any order already issued shall not be affected by any change to BPA pricing. The prices offered under this BPA will undergo annual review by the Department of Veterans Affairs Contracting Officer.

(End of Clause)

**Long Beach: PMI scheduled Annually-TBA**

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| ITEM NUMBER | DESCRIPTION OF SUPPLIES/SERVICES | BASE year  04/01/2013 –  03/31/2014 | OPTION 1  04/01/2014 –  03/31/2015 | OPTION 2  04/01/2015 –  03/31/2016 | OPTION 3  04/01/2016 –  03/31/2017 | OPTION 4  04/01/2017 –  03/31/2018 |
| 1 | MEDRAD MARK-V PLUS MODEL: PROVIS  S/N: 00906  EE: 97942  BLDG-1,  ROOM 322, CATH LAB. |  |  |  |  |  |
| 2 | MEDRAD SYSTEM 500P  MODEL: MARK-V PLUS  S/N: 63852  EE: 4000054 BLDG-126,  ROOM E143 (MRI) |  |  |  |  |  |
| 3 | MEDRAD SMR-200 MODEL: SPECTRIS  S/N: 103303,  PM: 6525-7104  EE: 510082 COMPUTER  S/N: 40100429,  INJECTOR  S/N: 901001161 BLDG-160,  ROOM 110 (MRI) |  |  |  |  |  |
| 4 | MEDRAD:  MODEL: STELLANT  S/N: 26667  EE: 301422730313  BLDG-126,  ROOM E150, 64 SLICE CT. |  |  |  |  |  |
| 5 | MEDRAD ENVISION INJECTION SYSTEM,  MODEL: ECT-710  PM: 6525-7107,  S/N: 12208/9,  EE: 5100290,  BLDG-126,  ROOM E152, 4 SLICE CT. |  |  |  |  |  |
| 6 | MEDRAD  MODEL PROVIS  S/N: 92697,  BLDG-126,  ROOM 530 (OR) |  |  |  |  |  |
| totals: | |  |  |  |  | |

**SAN DIEGO: PMI scheduled Annually - March**

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| ITEM NUMBER | DESCRIPTION OF SUPPLIES/SERVICES | BASE year  04/01/2013 –  03/31/2014 | OPTION 1  04/01/2014 –  03/31/2015 | OPTION 2  04/01/2015 –  03/31/2016 | OPTION 3  04/01/2016 –  03/31/2017 | OPTION 4  04/01/2017 –  03/31/2018 |
| 1 | MEDRAD INJECTOR MODEL: MCT+  S/N: 43085  EE: 28658  MEDRAD CST-CS-MCT+ COUNTERPOISE (arm)  MODEL: 7500001967-2  S/N: 10167  ROOM 1808 CMR 360 |  |  |  |  |  |
| 2 | MEDRAD INJECTOR MODEL: MARK V+  S/N: 62337  EE: 23149  ROOM 4359 CMR 201 |  |  |  |  |  |
| 3 | MEDRAD INJECTOR MODEL: MARK V  S/N 21269  EE 3556  ROOM 1316 CMR 360 |  |  |  |  |  |
| 4 | MEDRAD INJECTOR MODEL: MARK V+  S/N 64838  EE 28786  ROOM 1840 (SPECIAL PROCEDURE 10) CMR 360 |  |  |  |  |  |
| 5 | MEDRAD INJECTOR MODEL: SPECTRIS  S/N 20484  EE 25618  ROOM 105 E-14 MRI CMR 360 |  |  |  |  |  |
| 6 | MEDRAD INJECTOR MODEL: MARK V PROVIS S/N 96921  EE 49746  ROOM 4354 CMR 201 |  |  |  |  |  |
| 7 | MEDRAD CST-CS-MCT+ COUNTERPOISE COVERAGE  MODEL: 7500001967-2  S/N 10167  EE#: N/A  ROOM 1808 CT |  |  |  |  |  |
| 8 | MEDRAD INJECTOR MODEL: STELLANT  S/N 28689  EE 61169  ROOM 4070 |  |  |  |  |  |
| 9 | MEDRAD INJECTOR COUNTERPOISE  MODEL: OCS  S/N 8072561201  EE#:  ROOM 4070 |  |  |  |  |  |
| 10 | MEDRAD INJECTOR MODEL: PROVIS  S/N 104995  EE 61201  ROOM 4026A |  |  |  |  |  |
| 11 | MEDRAD INJECTOR MODEL: SOLARIS  S/N 43764  EE 60274  ROOM 115-14 |  |  |  |  |  |
| 12 | MEDRAD INJECTOR MODEL: PROVIS  S/N 105503  EE 63685  ROOM 1324-1 CMR 360 |  |  |  |  |  |
| 13 | Medrad Injector  MODEL: Provis  S/N: 108797  EE: 69506  ROOM: 5073B-1 |  |  |  |  |  |
| totals: | |  |  |  |  |  |

**GREATER LOS ANGELES: PMI scheduled Annually -december**

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| ITEM NUMBER | DESCRIPTION OF SUPPLIES/SERVICES | BASE year  04/01/2013 –  03/31/2014 | OPTION 1  04/01/2014 –  03/31/2015 | OPTION 2  04/01/2015 –  03/31/2016 | OPTION 3  04/01/2016 –  03/31/2017 | OPTION 4  04/01/2017 –  03/31/2018 |
| 1 | MEDRAD  MODEL: STELLANT  S/N: 25518  EE#: 129488  BLDG: 500  ROOM: 0667 RADIOLOGY |  |  |  |  |  |
| 2 | MEDRAD  MODEL: STELLANT  S/N: 301422733049  EE#: 112572  BLDG: 500  ROOM: 0076 RADIOLOGY |  |  |  |  |  |
| 3 | MEDRAD  INJECTOR  MODEL: MARK IV  S/N: 1452165  EE#:25479  BLDGL: 500  ROOM: 5218 RADIOLOGY |  |  |  |  |  |
| 4 | MEDRAD  MODEL: Spectris  S/N: 91660  EE#: 85144  BLDG: 500  ROOM: 5218 |  |  |  |  |  |
| 5 | MEDRAD  MODEL: SPECTRIS S/N:33069  EE#:  BLDG:500  ROOM: 0604G RADIOLOGY |  |  |  |  |  |
| 6 | MEDRAD  MODEL:VERIS + VITAL SIGN MONITOR  S/N: 31713  EE#: 112657  BLDG: 500 MRI  ROOM: 0604 |  |  |  |  |  |
| totals: | |  |  |  |  |  |

**LOMA LINDA PMI scheduled Annually -april**

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| ITEM NUMBER | DESCRIPTION OF SUPPLIES/SERVICES | BASE year  04/01/2013 –  03/31/2014 | OPTION 1  04/01/2014 –  03/31/2015 | OPTION 2  04/01/2015 –  03/31/2016 | OPTION 3  04/01/2016 –  03/31/2017 | OPTION 4  04/01/2017 –  03/31/2018 |
| 1 | MEDRAD INJECTOR MODEL #: STELLANT  SN-23886  EE#-34943  BLDG. 1  ROOM: 3E29 |  |  |  |  |  |
| 2 | COUNTERPOISE  S/N: 304241002  EE#34943  BLDG 1  ROOM 3E29 |  |  |  |  |  |
| 3 | MEDRAD INJECTOR MODEL: STELLANT  SN: 20722  EE#30402  BLDG. 1 RM 3E29 |  |  |  |  |  |
| 4 | MEDRAD CEILING SUPPORT ARM  MODEL: COUNTERPOISE SN-204172701  EE#15050  BLDG. 1,  RM 3E30 |  |  |  |  |  |
| 5 | MEDRAD INJECTOR MODEL #: PROVIS PPD 220 60 607  SN# 95158  EE# 28090  BLDG. 1  RM 4E60A |  |  |  |  |  |
| 6 | MEDRAD INJECTOR MODEL#: PROVIS  SN-92679  EE# 30406  BLDG. 1  RM. 3E26 |  |  |  |  |  |
| 7 | MEDRAD INJECTOR Model#- Spectris SMR 200 10  SN-32309  EE#-26813  Bldg #1,  Room 3A29E |  |  |  |  |  |
| 8 | Medrad Injector  Model: MK 5  SN- 60052  EE#-15050  Bldg 1,  ROOM, Surgery |  |  |  |  |  |
| 9 | Medrad Injector  Model: Provis MK V  SN-102256  EE#-37672  Bldg 1,  Room 4E56, GE Cath Lab |  |  |  |  |  |
| 10 | Medrad Injector  Model: Mark V  SN-22610  EE#-8961  BLDG. 1  RM 3F38 |  |  |  |  |  |
| 11 | Medrad Injector  MODEL: STELLANT  SN-43769  EE# 43549  BLDG. 1  RM. 3A29 |  |  |  |  |  |
| 12 | MEDRAD INJECTOR MODEL: STELLANT D  S/N-28433  EE# U3575  BLDG 1  ROOM E24 |  |  |  |  |  |
| totals: | |  |  |  |  |  |

## A.7 OPTION TO EXTEND THE TERM OF THE BPA

a. The Government may extend the term of this BPA by written notice to the Contractor at any time prior to the expiration of the BPA, provided that the Government shall give the Contractor a preliminary written notice of its intent to extend at least days before the BPA expires. The preliminary notice does not commit the Government to an extension.

b. If the Government exercises this option, the extended BPA shall be considered to include this option provision.

(End of Clause)

## A.8 SEGREGATION OF COSTS

a. The "Payments under Time-and-Materials and Labor-Hour Contracts" clause provides for reimbursement to the contractor of costs incurred for certain items and services purchased directly for the contract, subject to certain limitations set forth in the clause. Such items may include the lease/purchase of equipment, travel expenses for Government- directed travel, consumable materials, tuition and registration fees for specialized training, and other services or items acquired for the Government's account under the Government Property clause. The items and services which the BPA holder is authorized to purchase on a cost- reimbursement basis shall be limited to only those specific items and services described in the order(s) issued to the BPA holder as authorized for purchase.

b. The BPA holder shall segregate costs associated with materials and other items authorized to be purchased on a cost-reimbursement basis (to be specified in each order) from other costs associated with the performance of this contract in such a manner that at any time the costs subject to reimbursement under each order shall be readily ascertainable.

c. The "Ceiling Price" referred to in the "Payments under Time and Materials and Labor-Hour Contracts" clause shall be the ceiling price as stated in each order.

(End of Clause)

## A.9 GENERAL SERVICES ORDERS

a. The BPA holder shall furnish all the necessary qualified personnel, materials, facilities and management resources to furnish the services set forth in the Statement of Objectives (SOO) or the Performance Work Statement (PWS) within the terms specified and at the price(s) stated.

b. It is understood and agreed that the BPA holder shall provide Fixed-Price proposals when requested by the Contracting Officer (CO). The contractor's proposal shall be priced using labor rates and labor categories here in provided. The CO will issue Fixed Priced Orders upon completion of negotiations of contractor proposals.

(End of Clause)

## A.10 LABOR HOUR ORDERS

a. It is intended that the majority of orders issued for performance under this BPA will be Fixed-Priced Orders. However, on occasion Labor Hour Orders may be issued. This section applies to such orders only.

b. The BPA holder shall furnish all the necessary qualified personnel, materials, facilities and management resources to furnish the services set forth in the Statement of Objectives (SOO) or the Performance Work Statement (PWS) within the terms specified and at the price(s) stated. All orders will be issued and modified at the labor rates in effect at the time the work is performed.

c. It is understood and agreed that the BPA holder shall use in the performance of the contract the labor categories and hours specified in each order.

d. The labor categories and hours specified in each order represent the current best estimate of the services to be performed. To enhance flexibility and to allow the BPA holder to determine the optimum labor mix for the order the BPA holder may without notice to the Government, increase or decrease the number of hours for each category specified in the individual order by no more than 10%. These adjustments are allowable only to the extent that the ceiling price and the total number of hours of the labor CLIN(s) are not exceeded. The BPA holder will not be paid more than the ceiling price of any individual order.

e. Government Reimbursement of BPA Holder-Incurred Training Costs in Support of Mission-Unique Department of Veterans Affairs Requirements. BPA holder\personnel are required to possess all the skills necessary to support at least the minimum requirements of the Performance Work Statement (PWS) tasking for the labor category under which they are performing. Training to meet such minimum requirements must be provided by the BPA holder and is included in the fixed price labor rates. In situations where the "Government User" being supported by an order under the basic contract requires some "unique" level of support beyond the minimum requirements of the PWS because of program/mission-unique needs, then the BPA holder may directly charge the order (in the same manner as one might charge work-related TDY expenses) in order to obtain the unique training required for successful support if authorized in the order. Such education/training might be provided by Government entities or by "third party" private entities such as companies who specialize in providing professional or specialized training/education seminars/classes. Direct labor expenses, and travel related expenses allowable under the Joint Travel Regulations (JTR), may be allowed to be billed on a cost reimbursement basis. Tuition/Registration/Book fees (costs) that may be applicable to an individual course/seminar may be recoverable as a direct cost if specifically authorized in a particular order. Documentation (in the form of a Department of Veterans Affairs Program Office signed memorandum that such contemplated labor, travel, and costs to be reimbursed by the Government are mission essential and in direct support of "unique" or special Program Office requirements) will be required to support the billing of such costs against the order, which authorized payment, therefore.

f. In the event the BPA holder expends fewer hours than set forth in the individual order, the total order shall be adjusted to reflect the actual number of hours expended and the final order price. In no case will the final price exceed the ceiling price of the order.

g. Notwithstanding any other provision, the BPA holder shall maintain sufficient accounting records for verification of the hours and categories of labor incurred in the performance of each order. It is further understood and agreed that the accounting records shall be available for Government review during the performance of the contract and until three years after final payment under the contract. In the event subcontract labor is included in the labor effort contained in paragraph (c) above, the foregoing records provisions shall be included in all applicable subcontracts.

h. Payment under individual orders for CLINs (to be specified in order) will be in accordance with FAR 52.232-7 entitled "Payments under Time-and-Materials and Labor-Hour Contracts." Withholding of amounts due as contemplated by the clause will apply to the total contract and not to individual orders. Withholding will not exceed $50,000.00 for the entire contract, regardless of the number of orders issued against the contract, and will apply to the first order and continue until the maximum withholding amount is reached. To facilitate closeout of early orders, the amount withheld may be transferred to any subsequent active order. Ceiling price, as used in the clause, applies to each individual order, not to the total contract.

(End of Clause)

## A.11 NONPERSONAL SERVICES

a. In performance of this contract, the BPA holder will provide services as required by program offices to support management of their overall mission. This will be based upon the order's performance work statement for the specific effort. Orders will be formally issued to the BPA holder as opposed to individual BPA holder employees.

b. The services required under the Agreement constitute professional and management services within the definition provided by FAR 37.201. Under this Agreement the Government will obtain professional services, which are essential to the Department of Veterans Affairs mission but not otherwise available within Department of Veterans Affairs.

c. The Government will neither supervise BPA holder employees nor control the method by which the BPA holder performs the required tasks. Under no circumstances shall the Government assign tasks to, or prepare work schedules for, individual BPA holder employees. It shall be the responsibility of the BPA holder to manage their employees and to guard against any actions that are of the nature of personal services, or give the perception of personal services. If the BPA holder feels that any actions constitute, or are perceived to constitute personal services, it shall be the BPA holder's further responsibility to notify the Contracting Officer immediately.

d. These services shall not be used to perform work of a policy/ decision making or management nature. All decisions relative to programs supported by BPA holders will be the sole responsibility of the Government. Support services will not be ordered to circumvent personnel ceilings, pay limitations, or competitive employment procedures.

(End of Clause)

## A.12 AUTHORIZED LIMITS

The Government estimates, but does not guarantee, that individual BPA Orders placed against this Agreement may reach $149,999.99/per Order. This Order Limit may be increased by mutual agreement of the parties as necessary, in whole or part. The authorized Ceiling Limit of the Agreement is set at $149,999.99 over the period covered by the Agreement; this ceiling is also not a guarantee. The Ceiling Limit may also be raised in association with Order Limit increases or other conditions which, by mutual agreement of the parties, maybe considered necessary. Authorization for individual orders above the stated order and/or Ceiling Limits must be coordinated through the Contracting Officer before larger valued orders can be issued and prior to commencement of work. All unauthorized work, regardless of amount, will be processed through the ratification process.

(End of Clause)

## A.13 OBLIGATION OF FUNDS

This BPA does not obligate any funds. The Government is obligated only to the extent of authorized orders actually issued under the BPA by the Contracting Officer.

(End of Clause)

## A.14 PERIOD OF PERFORMANCE

This BPA expires on 03-31-2014 or such later ending date as determined by the exercise of any option.

(End of Clause)

## A.15 AUTHORIZED INDIVIDUALS

Individuals Authorized to Place Orders:

DVA authorizes the following entities to place orders:

(600) JOSEPH MORSE

(605) RANDALL REYNOLDS

(664) EMIL GOLEMI

(691) ANTHONY KOPROWSKI

(End of Clause)

## A.16 ORDER FORMAT

Orders will be placed against this BPA via e-mail, Electronic Data Interchange (EDI), FAX, or in hardcopy format. Each individual BPA Order will describe the tasks, services and deliverables required.

(End of Clause)

## A.17 AUTHORIZED REPRESENTATIVES

The primary Contracting Officer (CO) for this Agreement is:

ASHANTRE BOOKER

Department of Veterans Affairs

Network Contracting Office 22

4811 Airport Plaza Drive

Suite 600

Long Beach, CA 90815

The Primary Contracting Officer's Representative (COR) for projects under this Agreement is:

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| EMIL GOLEMI | BIO-MED SUPPORT ASSIST.-COR | VA SDHS | Emiljan.Golemi@va.gov | 858.642-106 |
| JOSEPH MORSE | BIO-MED CHIEF-COR | VALBHS | JOSEPH.MORSE@VA.GOV | 562.826.5977 |
| JAY HEISTER | BIO-MED TECH - COR | VASNHS | JAY.HEISTER@VA.GOV | 702.791.9000 EXT 14059 |
| RANDALL REYNOLDS | BIO-MED ENGINEER | VALLHS | RANDALL.REYNOLDS@VA.GOV | 909.583.6036 EXT 2046 |
| ANTHONY KORPOWSKI | BIO-MED ENGINEER SUPERVISOR-COR | VAGLAHS | ANTHONY.KOPROWSKI@VA.GOV | 310.268.3112 |

The Secondary Contracting Officer's Representative (COR) for projects under this Agreement is:

TBD

The Primary and/or Secondary COR will be responsible for technical monitoring of the contractor's performance and deliveries. The COR and the Contractor's Representative shall work together to ensure that all contractual requirements are being met. The COR will interpret specifications or technical portions of the work. The COR is not authorized to perform, formally or informally, any of the following actions:

(1) Promise, award, agree to award, or execute any contract, contract modification, or notice of intent that changes or may change this contract;

(2) Waive or agree to modification of the delivery schedule;

(3) Make any final decision on any contract matter subject to the Disputes Clause;

(4) Terminate, for any reason, the contractor's right to proceed;

(5) Obligate in any way, the payment of money by the Government. Only a warranted Contracting Officer is authorized to obligate funds on this or any other contract action.

The contractor shall immediately notify the Contracting Officer in writing if the COR has taken an action (or fails to take action) or issues directions (written or oral) that the contractor considers to exceed the above limitations.

The contractor shall provide the Contracting Officer information copies of all correspondence to the COR.

(End of Clause)

## A.18 FEDERAL HOLIDAYS

Unless specifically authorized in writing by the Contracting Officer, no services will be provided and no charges will be incurred and/or billed to any order on this contract on any of the Federal Holidays listed below.

New Years Day Labor Day

Martin Luther King Day Columbus Day

Presidents' Day Veterans' Day

Memorial Day Thanksgiving Day

Independence Day Christmas Day

(End of Clause)

## A.19 PROHIBIT ACTIVITIES

The BPA holder shall not perform tasks under any resultant order which involve the following:

(a) preparation of any statement of requirements, objectives, or needs to be procured by the Government for OTHER THAN AUTHORIZED services, whether to be acquired by future orders under the RADIOLOGY program, or by any other contract action at Department of Veterans Affairs;

(b) evaluation of the qualifications of a potential source or any proposal for a contract or order by the Government for OTHER THAN AUTHORIZED services or any other supplies or services;

(c) formulation of "best value" criteria, acquisition plans, solicitations or strategies for the purchase of OTHER THAN AUTHORIZED-like services;

(d) preparation of documentation for future orders for OTHER THAN AUTHORIZED services.

(End of Clause)

## A.20 BPA EMPLOYEE IDENTIFICATION

All support BPA holder personnel will be required to wear company identification badges in order to distinguish themselves from Government (organic) employees. When conversing with Government personnel during business meetings and over the telephone, support BPA holder personnel shall identify themselves as such to avoid situations arising where sensitive topics might be better discussed solely between Government employees. Where practicable, support BPA holders occupying collocated space with their Government program customer should identify their workspace area with their name and company affiliation.

(End of Clause)

## A.21 TRAVEL REIMBURSEMENT

The Government will reimburse the cost of travel required in conjunction with performance of orders issued under this contract. Reimbursement for travel is limited to that which is required in the performance of the order. Specific Government direction to attend meetings or gather information shall be reimbursed on a cost reimbursable basis only. Local travel or the relocation of BPA holder personnel from other geographic areas for the purpose of staffing an order, are not subject to reimbursement. The Government will not pay travel charges for travel to and from the BPA holder employee's home and the DVA Office or to and from one company building to another (either within a company or to and from a prime to a sub company). Travel costs subject to reimbursement are limited to travel occurring at the direction of the Government, performed in conjunction with a specific requirement for a trip authorized in the order. Any administrative/clerical support travel costs shall be considered and approved by the Contracting Officer on a case-by-case basis.

(End of Clause)

## A.22 ORDERING MANAGEMENT

a. Order Management Requirements: Delivery of services shall be implemented only if directed by an order. The BPA holder shall respond in no more than 1 working days from the issuance of the order to identify the Contractor's Task Leader. The Contractor's Task Leader shall arrange for a meeting between the BPA holder Task Leader and the COR to obtain the necessary detailed information to proceed with the task.

b. Order Procedures: Each Request for Proposal for an order will contain a Statement of Objectives (SOO), or other performance based work statement, describing the program to be supported, a description of the task, evaluation criteria, the deliverables, an order start and completion date, and the COR. The BPA holder(s) solicited will respond to the SOO with a Performance Work Statement (PWS), a proposed technical solution including labor mix and hours, and a proposed ceiling or fixed price for the order. Note: The Government will accept order proposals only from BPA holders that it has solicited. The PWS and labor mix will be incorporated into any resulting order. The proposed technical solution may also be incorporated in the order. The BPA holder on a per site basis will assign the Task Leader.

c. Order Accounting: The BPA holder's order accounting system shall provide traceability of all labor hour and cost reimbursable elements (e.g. travel, material, other authorized direct costs) ordered by each program's funding citation's Accounting Classification Reference Number (i.e. "acrn" assigned at the "SubCLIN" level in Section B), if required by the program office. Otherwise, traceability shall be at the CLIN level, to include segregation by Government appropriation (i.e. "color of money"), set forth in the order. Under no circumstances will any invoice exceed the period of performance, hours or dollar amount (ceiling price) for any funded order. The BPA holder will separately track and invoice US Government and FMS charges. All invoices submitted for payment shall clearly identify:

1. Government order number.

2. Period of performance

3. Amount due by CLIN

4. Labor hours provided per labor category

d. The BPA holder shall prepare and maintain a Funds and Man-hour Expenditure Report for each order. The BPA holder will submit reports, in contractor format, to the COR and Contracting Officer on a regular basis as defined by each order. Reporting shall include schedule by task, labor hour expenditures by labor category by task, cost reimbursable elements, calendar of supported travel, reviews, meetings and briefings, deliverables status and an estimated completion date. The report shall also identify the most significant cost driver(s) for each task (i.e. Schedule, Type of Program, and Complexity), the value of the driver, and a brief explanation. The Government shall identify a standard set of activities and definitions. For each task, the BPA holder shall identify the approximate percentage of hours allocated to those activities. Until such a time as the Government provides this standard set of activities, the BPA holder will not be required to provide this information. The Funds and Man-hour Expenditure Report will be prepared and submitted by those individuals covered by company overhead and will not be directly charged to any specific labor category on a specific order. These reports will be submitted electronically.

e. Closeout Procedures: To facilitate closeout of individual orders placed under this BPA, within thirty (30) days of completion of any individual order, the BPA holder shall present a final invoice to the Contracting Officer that contains a complete accounting of hours expended by category, the prices associated with those hours, any cost reimbursable expenses, and a proposed final price. If the Government concurs with the invoice and the proposed final price is within the ceiling price of the order, the Government will issue an order modification converting the order to a firm fixed price order at the proposed final price.

(End of Clause)

## A.23 PERFORMANCE

The following terms and conditions are applicable:

a. All services will be initiated within 5 calendar days following receipt of a valid order, unless otherwise specified in the order.

b. The BPA holder shall be familiar with Federal Government and Department of Veterans Affairs acquisition regulations, directives and instructions. If a particular document is required in a specific order, it will be cited within the order's PWS.

c. The BPA holder shall not provide technical direction to any other acquisition BPA holder(s) or government personnel at any time. Neither shall the Government directly supervise BPA holder employees. The BPA holder Task Leader should conduct day to day supervision of BPA holder personnel wherever the BPA holder personnel are located. All direction of the BPA holder shall be through the Contracting Officer (CO) of the ordering organization specified in each individual order. Technical "tasking" assignments for the BPA holder will be transmitted by the program office's COR (or program manager) to the BPA holder's Task Leader.

d. The "ordering period" will run from BPA award to 03-31-2014, or until such ending date of any option year, which may be exercised under the Agreement. The "performance period" will terminate with the end of the BPA, unless the ordering CO elects to extend performance as provided under the BPA. If the ordering CO elects to extend performance beyond the end of the BPA, he/she may extend performance up to six (6) months beyond the end of the order period.

e. Capitalization Requirements: The BPA holder shall provide their employees sufficient computer equipment to support orders. The BPA holder shall be able to support the automatic transmission of unclassified data only to the requiring Program Office by modem if so requested. Any computers connected to, or transmits to (connected or via magnetic media) the government shall be properly protected from computer viruses. The BPA holder shall be capable of supporting the software packages utilized by Department of Veterans Affairs for the indicated processors. Specific software packages utilized within a program office shall be stated in the order PWS if it is other than Microsoft Office Professional or Microsoft Project.

f. Cancellation: This BPA may be canceled if the BPA holder fails to perform in accordance with the terms and conditions of this BPA, any order established under this BPA, or if deemed as in the best interests of the Government. The BPA holder must strictly comply with all terms and conditions or the Department of Veterans Affairs/ Contracting Officer may determine that performance by the BPA holder has been unsatisfactory and cancel this BPA.

(End of Clause)

## A.24 MANAGEMENT CONTROL

The BPA holder shall provide to the Contracting Officer (CO) a list of all teaming partners or subcontractors within 5 calendar days after order award. As subcontractors and/or teaming partners are added, and/or deleted, an updated listing will be provided to the CO within 5 calendar days of such change. All BPA holder personnel shall display identification badges at all times while charging hours to the order or at a government or government contractor location. Authorized Government personnel shall accompany all visits to Department of Veterans Affairs Program Offices, unless other specific arrangements have been made.

(End of Clause)

## A.25 INVOICES

a. Inspection and acceptance shall be accomplished as follows: The Government, for all services furnished under any resulting order, hereby designates the COR in the program office as the point of final inspection and acceptance. The BPA holder will submit each invoice, including all back-up data, to the Contracting Officer (CO) for review and signature. When the CO receives an accurate and complete invoice, he/she will return a signed copy to the BPA holder within five (5) working days. If the invoice is incomplete or inaccurate, the CO will return the unsigned invoice to the BPA holder for correction. The Contracting Officer will then forward the signed invoice to the Chief Financial Officer (CFO) for payment. Final payment for each order will be accomplished by final invoice accompanied by a receiving report.

b. An itemized invoice shall be submitted to the CO at least monthly or upon expiration of this BPA, whichever occurs first, for all deliveries made during a billing period and for which payment has not been received. Copies of delivery tickets shall support these invoices. "Approved-for-payment" invoices will be submitted to the payment address specified on each individual order issued under this BPA.

(End of Clause)

## A.26 PRECEDENCE

The Terms and conditions included in this BPA apply to all purchases made pursuant to it. In the event of an inconsistency between the provisions of this BPA and the Contractor's invoice, the provisions of this BPA will take precedence.

(End of Clause)

# SECTION B - CLAUSES

## B.1 52.212-4 CONTRACT TERMS AND CONDITIONS-- COMMERCIAL ITEMS (FEB 2012)

(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 the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613). 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-- Central Contractor Registration, or 52.232-34, Payment by Electronic Funds Transfer--Other Than Central Contractor Registration), 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 Section 611 of the Contract Disputes Act of 1978 (Public Law 95-563), 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. 3701, et seq., Contract Work Hours and Safety Standards Act; 41 U.S.C. 51-58, Anti-Kickback Act of 1986; 41 U.S.C. 265 and 10 U.S.C. 2409 relating to whistleblower protections; 49 U.S.C. 40118, Fly American; and 41 U.S.C. 423 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, and Compliance with Laws Unique to Government Contracts 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) Central Contractor Registration (CCR).

(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 CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR 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 CCR database to ensure it is current, accurate and complete. Updating information in the CCR 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 CCR 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 CCR 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 CCR 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 CCR database. Information provided to the Contractor's CCR 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 CCR accessed through <https://www.acquisition.gov> or by calling 1-888-227-2423 or 269-961-5757.

(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:

## B.2 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (JAN 2013)

(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) 52.222-50, Combating Trafficking in Persons (FEB 2009) (22 U.S.C. 7104(g)).

Alternate I (AUG 2007) of 52.222-50 (22 U.S.C. 7104 (g)).

(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) (Pub. L. 108-77, 108-78)

(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. 253g and 10 U.S.C. 2402).

[] (2) 52.203-13, Contractor Code of Business Ethics and Conduct (APR 2010)(Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).

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

[X] (4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (AUG 2012) (Pub. L. 109-282) (31 U.S.C. 6101 note).

[] (5) 52.204-11, American Recovery and Reinvestment Act-Reporting Requirements (JUL 2010) (Pub. L. 111-5).

[X] (6) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (Dec 2010) (31 U.S.C. 6101 note).

[] (7) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (FEB 2012) (41 U.S.C. 2313).

[] (8) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (MAY 2012) (section 738 of Division C of Pub. L. 112-74, section 740 of Division C of Pub. L. 111-117, section 743 of Division D of Pub. L. 111-8, and section 745 of Division D of Pub. L. 110-161).

[] (9) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (NOV 2011) (15 U.S.C. 657a).

[X] (10) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (JAN 2011) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

[] (11) [Reserved]

[] (12)(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).

[] (13)(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] (14) 52.219-8, Utilization of Small Business Concerns (JAN 2011) (15 U.S.C. 637(d)(2) and (3)).

[] (15)(i) 52.219-9, Small Business Subcontracting Plan (JAN 2011) (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 (JUL 2010) of 52.219-9.

[X] (16) 52.219-13, Notice of Set-Aside of Orders (NOV 2011) (15 U.S.C. 644(r)).

[] (17) 52.219-14, Limitations on Subcontracting (NOV 2011) (15 U.S.C. 637(a)(14)).

[] (18) 52.219-16, Liquidated Damages--Subcontracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).

[] (19)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (OCT 2008) (10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer.)

[] (ii) Alternate I (June 2003) of 52.219-23.

[X] (20) 52.219-25, Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting (DEC 2010) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

[] (21) 52.219-26, Small Disadvantaged Business Participation Program--Incentive Subcontracting (Oct 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

[] (22) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (NOV 2011) (15 U.S.C. 657f).

[X] (23) 52.219-28, Post Award Small Business Program Rerepresentation (APR 2012) (15 U.S.C 632(a)(2)).

[] (24) 52.219–29, Notice of Set-Aside for Economically Disadvantaged Women-Owned Small Business (EDWOSB) Concerns (APR 2012) (15 U.S.C. 637(m)).

[] (25) 52.219–30, Notice of Set-Aside for Women-Owned Small Business (WOSB) Concerns Eligible Under the WOSB Program (APR 2012) (15 U.S.C. 637(m)).

[X] (26) 52.222-3, Convict Labor (June 2003) (E.O. 11755).

[] (27) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (MAR 2012) (E.O. 13126).

[] (28) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).

[] (29) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).

[] (30) 52.222-35, Equal Opportunity for Veterans (SEP 2010) (38 U.S.C. 4212).

[] (31) 52.222-36, Affirmative Action for Workers with Disabilities (Oct 2010) (29 U.S.C. 793).

[] (32) 52.222-37, Employment Reports on Veterans (SEP 2010) (38 U.S.C. 4212).

[X] (33) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496).

[X] (34) 52.222-54, Employment Eligibility Verification (JUL 2012). (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) 52.223-15, Energy Efficiency in Energy-Consuming Products (DEC 2007)(42 U.S.C. 8259b).

[] (37)(i) 52.223-16, IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products (DEC 2007) (E.O. 13423).

[] (ii) Alternate I (DEC 2007) of 52.223-16.

[X] (38) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (AUG 2011)

[] (39) 52.225-1, Buy American Act--Supplies (FEB 2009) (41 U.S.C. 10a-10d).

[] (40)(i) 52.225-3, Buy American Act--Free Trade Agreements--Israeli Trade Act (NOV 2012) (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 (MAR 2012) of 52.225-3.

[] (iii) Alternate II (MAR 2012) of 52.225-3.

[] (iv) Alternate III (NOV 2012) of 52.225-3.

[] (41) 52.225-5, Trade Agreements (NOV 2012) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

[X] (42) 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).

[] (43) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).

[] (44) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).

[] (45) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

[] (46) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

[] (47) 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration (Oct 2003) (31 U.S.C. 3332).

[X] (48) 52.232-34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration (May 1999) (31 U.S.C. 3332).

[X] (49) 52.232-36, Payment by Third Party (FEB 2010) (31 U.S.C. 3332).

[] (50) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

[] (51)(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) 52.222-41, Service Contract Act of 1965 (Nov 2007) (41 U.S.C. 351, et seq.).

[X] (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

|  |  |
| --- | --- |
| Employee Class | Monetary Wage-Fringe Benefits |
| 30081 - Engineering Tech. I | $19.68 |
| 30082 - Engineering Tech II | $22.09 |
| 30083 - Engineering TecH. III | $24.70 |
|  |  |
|  |  |

[] (3) 52.222-43, Fair Labor Standards Act and Service Contract Act--Price Adjustment (Multiple Year and Option Contracts) (Sep 2009) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

[X] (4) 52.222-44, Fair Labor Standards Act and Service Contract Act--Price Adjustment (Sep 2009) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

[] (5) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (Nov 2007) (41 U.S.C. 351, et seq.).

[] (6) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services--Requirements (FEB 2009) (41 U.S.C. 351, et seq.).

[] (7) 52.222-17, Nondisplacement of Qualified Workers (JAN 2013) (E.O.13495).

[] (8) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (MAR 2009)(Pub. L. 110-247)

[] (9) 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) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).

(ii) 52.219-8, Utilization of Small Business Concerns (DEC 2010) (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, Nondisplacement of Qualified Workers (JAN 2013) (E.O. 13495). Flow down required in accordance with paragraph (l) of FAR clause 52.222-17.

(iv) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).

(v) 52.222-35, Equal Opportunity for Veterans (SEP 2010) (38 U.S.C. 4212).

(vi) 52.222-36, Affirmative Action for Workers with Disabilities (Oct 2010) (29 U.S.C. 793).

(vii) 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.

(viii) 52.222-41, Service Contract Act of 1965 (Nov 2007) (41 U.S.C. 351, et seq.).

(ix) 52.222-50, Combating Trafficking in Persons (FEB 2009) (22 U.S.C. 7104(g)).

Alternate I (AUG 2007) of 52.222-50 (22 U.S.C. 7104(g)).

(x) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements "(Nov 2007)" (41 U.S.C. 351, et seq.).

(xi) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services-Requirements (FEB 2009)(41 U.S.C. 351, et seq.).

(xii) 52.222-54, Employee Eligibility Verification (JUL 2012)

(xiii) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (MAR 2009)(Pub. L. 110-247). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(xiv) 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)

## B.3 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 04/01/2013 through 03/31/2014.

(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)

## B.4 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 $24,999.99, 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 $149,999.99;

(2) Any order for a combination of items in excess of $149,999.99; or

(3) A series of orders from the same ordering office within 365 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 5 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)

## B.5 52.216-22 INDEFINITE QUANTITY (OCT 1995)

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum." The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; *provided*, that the Contractor shall not be required to make any deliveries under this contract after 03/31/2018.

(End of Clause)

## B.6 52.219-13 NOTICE OF SET-ASIDE OF ORDERS (NOV 2011)

The Contracting Officer will give notice of the order or orders, if any, to be set aside for small business concerns identified in 19.000(a)(3) and the applicable small business program. This notice, and its restrictions, will apply only to the specific orders that have been set aside for any of the small business concerns identified in 19.000(a)(3).

(End of Clause)

## B.7 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 . 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)

## B.8 52.217-7 OPTION FOR INCREASED QUANTITY--SEPARATELY PRICED LINE ITEM (MAR 1989)

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

(End of Clause)

## B.9 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 .

(End of Clause)

## B.10 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 ; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 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 .

(End of Clause)

## B.11 52.232-99 PROVIDING ACCELERATED PAYMENT TO SMALL BUSINESS SUBCONTRACTORS (DEVIATION) (AUG 2012)

This clause implements the temporary policy provided by OMB Policy Memorandum M-12-16, Providing Prompt Payment to Small Business Subcontractors, dated July 11, 2012.

(a) Upon receipt of accelerated payments from the Government, the contractor is required to make accelerated payments to small business subcontractors to the maximum extent practicable after receipt of a proper invoice and all proper documentation from the small business subcontractor.

(b) Include the substance of this clause, including this paragraph (b), in all subcontracts with small business concerns.

(c) The acceleration of payments under this clause does not provide any new rights under the Prompt Payment Act.

(End of Clause)

## B.12 NOTICE LISTING CLAUSES INCORPORATED BY REFERENCE

The following clauses are hereby incorporated by reference (by Citation Number, Title, and Date) in accordance with the clause at FAR "52.252-2 CLAUSES INCORPORATED BY REFERENCE" contained in this document. FAR 52.252-2 contains the internet address for electronic access to the full text of a clause.

NUMBER TITLE DATE

FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1)

|  |  |  |
| --- | --- | --- |
| **FAR Number** | **Title** | **Date** |
| 52.233-1 | DISPUTES | JUL 2002 |
| 52.236-9 | PROTECTION OF EXISTING VEGETATION, STRUCTURES, EQUIPMENT, UTILITIES, AND IMPROVEMENTS | APR 1984 |
| 52.236-10 | OPERATIONS AND STORAGE AREAS | APR 1984 |
| 52.237-2 | PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATION | APR 1984 |
| 852.203-70 | COMMERCIAL ADVERTISING | JAN 2008 |

## B.13 852.232-72 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)

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| --- | --- | --- |
| **FAR Number** | **Title** | **Date** |
| 852.216-70 | ESTIMATED QUANTITIES | APR 1984 |

## B.14 VAAR 852.237-70 CONTRACTOR RESPONSIBILITIES (APR 1984)

The contractor shall obtain all necessary licenses and/or permits required to perform this work. He/she shall take all reasonable precautions necessary to protect persons and property from injury or damage during the performance of this contract. He/she shall be responsible for any injury to himself/herself, his/her employees, as well as for any damage to personal or public property that occurs during the performance of this contract that is caused by his/her employees fault or negligence, and shall maintain personal liability and property damage insurance having coverage for a limit as required by the laws of the State of CALIFORNIA. Further, it is agreed that any negligence of the Government, its officers, agents, servants and employees, shall not be the responsibility of the contractor hereunder with the regard to any claims, loss, damage, injury, and liability resulting there from.

(End of Clause)

## B.15 EXHIBIT A: SAMPLE COST SAVINGS/USAGE REPORT