

**SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS
OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30**

1. REQUISITION NO. _____ PAGE 1 OF 30

2. CONTRACT NO. VA263-15-C-0063
 3. AWARD/EFFECTIVE DATE 04-01-2015
 4. ORDER NO. _____
 5. SOLICITATION NUMBER VA263-15-Q-0462
 6. SOLICITATION ISSUE DATE _____

7. FOR SOLICITATION INFORMATION CALL: a. NAME Phillips, Pamela
 b. TELEPHONE NO. (No Collect Calls) 605-720-7020
 8. OFFER DUE DATE/LOCAL TIME _____

9. ISSUED BY Department of Veterans Affairs
 VA Midwest Health Care System
 Attention: Tim Wilson
 708 S. THIRD ST., SUITE 200E
 Minneapolis MN 55415
 CODE _____
 10. THIS ACQUISITION IS UNRESTRICTED OR SET ASIDE: _____ % FOR:
 SMALL BUSINESS WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM NAICS: 922160
 HUBZONE SMALL BUSINESS EDWOSB
 SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS 8(A) SIZE STANDARD: _____

11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED
 SEE SCHEDULE
 12. DISCOUNT TERMS _____
 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)
 13b. RATING N/A
 14. METHOD OF SOLICITATION RFQ IFB RFP

15. DELIVER TO Department of Veterans Affairs
 VA Midwest Health Care System
 One Veterans Drive, Building 70
 Minneapolis MN 55417
 CODE _____
 16. ADMINISTERED BY Department of Veterans Affairs
 VA Midwest Health Care System
 Attention: Tim Wilson
 708 S. THIRD ST., SUITE 200E
 Minneapolis MN 55415
 CODE _____

17a. CONTRACTOR/OFFEROR CODE _____ FACILITY CODE _____
 SAINT PAUL, CITY OF
 FIRE DEPT- STATION #8
 645 RANDOLPH AVE
 SAINT PAUL MN 55102
 TELEPHONE NO. _____ DUNS:153857347 DUNS+4: _____
 18a. PAYMENT WILL BE MADE BY Department of Veterans Affairs
 Financial Services Center
 PO Box 149971
 Austin TX 78714-9971
 CODE Y
 PHONE: _____ FAX: _____

17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER
 18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED
 SEE ADDENDUM

19. ITEM NO.	20. See CONTINUATION Page SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	Period of Performance Base Year 04/01/2015 through 03/31/2016 Option Year One 04/01/2016 through 03/31/2017 *** Please reference 618-C50287 on all invoices *** (Use Reverse and/or Attach Additional Sheets as Necessary)				

25. ACCOUNTING AND APPROPRIATION DATA See CONTINUATION Page
 618-3650162-6100-850300-2580 010050100
 26. TOTAL AWARD AMOUNT (For Govt. Use Only) \$0.00

27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA ARE ARE NOT ATTACHED.
 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA ARE ARE NOT ATTACHED

28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 1 COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED
 29. AWARD OF CONTRACT: REF. _____ OFFER DATED _____. YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN IS ACCEPTED AS TO ITEMS:

30a. SIGNATURE OF OFFEROR/CONTRACTOR _____
 31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)
 30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT) _____
 30c. DATE SIGNED _____
 31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) Pamela Phillips
 Contracting Officer
 31c. DATE SIGNED _____

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B.2 STATEMENT OF WORK

FIRE SUPPRESSION AND EMERGENCY RESPONSE

The Contractor shall provide all management, supervision, labor, materials, supplies, repair parts, tools and equipment and shall plan, schedule, coordinate and assure effective performance of all services described herein. The Contractor shall provide fire suppression and emergency services in accordance with the requirements of this solicitation at the Veterans Affairs Medical Center Campus, (VAMC) Minneapolis, Minnesota and Buildings assigned to VAMC located at Fort Snelling (FS).. Throughout the rest of the document VAMC and FSNC will be referred to as" VAMC".

The Contractor shall provide and maintain Contractor Owned/Contractor Operated (COCO) fire suppression and HAZMAT team response services for the entire Veterans Affairs Medical Center in accordance with the following specifications. No facilities or equipment, except a fire alarm system central monitoring station with printer, will be provided for the use of the Contractor by the Government.

Capability or performance

Work shall include all labor, supervision, apparatus, materials, equipment and supplies necessary or incidental to respond to all fire alarms, Hazardous Material Responses/Spills, confined space rescue, elevator entrapments, and fire and emergency calls initiated from the facility. All services shall be performed, as needed, (24) twenty-four hours a day, (7) seven days a week (24/7). Annual inspections of all buildings identified in the solicitation shall be performed by the contractor.

Applicable Conditions

The VAMC is a campus Veterans Affairs Medical Center (VAMC), One Veterans Drive, Minneapolis, MN 55417 is a 133.75 acre facility located on a federal campus with 43 buildings. All patient care buildings are fully sprinklered and staff quarters have been equipped with smoke detectors. Hazardous materials in limited quantities are used and stored at multiple locations throughout the facility. A station plot plan showing the location, type and quantity of hazardous materials, as well as the occupancy of each building, will be provided to the successful offeror at the time of contract award. The plot plan will be available for review by the offerors upon request to the Contracting Officer (CO) or Contracting Officer's Representative (COR). This paragraph applies to all sections of the specifications.

Delivery or performance period requirements

The Contractor must provide a minimum of four (4) trained, paid and certified professional firefighters.(NFPA 1001 Fire Fighter Professional Qualifications, NFPA 1002 Fire Apparatus Driver/Operator Professional, NFPA 1021 Fire Officer Professional Qualifications, available to respond to fire alarms/fire emergency calls at the VAMC, twenty-four (24) hours a day, seven (7) days a week regardless of ambulance calls, hazardous materials responses, illness, vacations or any other reason. In the event of concurrent or multiple alarm fires within the Contractor's jurisdiction, such coverage may be provided under a mutual aid agreement as specified under the heading Mutual Aid below (**it is understood that the intent of Mutual Aid is not to supplement the contractor's workforce, nor it is a satisfactory solution to meet the minimum staffing requirements of the resulting contract**). If the minimum staffing level will always be exceeded, the offeror must state the staffing level that will be provided. The Contractor must maintain appropriate documentation, e.g. logs, duty rosters, sign in sheets, to

demonstrate that the minimum staffing requirement is being met and must make that documentation available for review upon request by the CO or COTR. Engineers (Driver/Operators) shall be licensed to drive motorized firefighting equipment and operate specialized firefighting pumping equipment and mounted pressurized systems and dispensing devices. Notwithstanding, it shall be the responsibility of the Contractor to ensure that the minimum requirements of all applicable standards are met. Contractors (e.g. Fire Department) need to be escorted by VA Personnel with appropriate level of clearance (e.g. VA Police, IRM) when they are required to enter, perform routine maintenance or search in sensitive areas that include but are not limited to IT closets, IRM computer room, and areas containing radioactive materials.

The Contractor must have a minimum of two (2) fire pumper apparatus each with a minimum pumping capacity of 1200 gallons per minute and both meeting the requirements of NFPA 1901, Standard for Fire Pumper Apparatus. At least one such fire pumper apparatus must be available to respond to fire alarms/fire emergency calls at the Veterans Affairs Medical Center twenty-four (24) hours a day, seven (7) days a week. The Contractor must maintain documentation to demonstrate required availability of apparatus and make that documentation available for review upon request by the CO or COTR. **If the minimum apparatus availability requirement will always be exceeded, the offeror must state the level of apparatus availability that will be provided.** In the case of concurrent or extra alarm fires within the Contractor's jurisdiction, the apparatus availability requirement can be met by responses from other stations the contractor may operate or through mutual aid support from other municipal fire departments as specified below.

The Contractor must have the physical capability to respond with the minimum specified number of firefighting personnel and type of apparatus to a fire alarm and/or fire emergency call at any location on the grounds of the Veterans Affairs Medical Center within a maximum of eight (8) minutes or in accordance with NFPA 1710. The response time will be calculated as being from the moment of receipt of the alarm and/or emergency call until the first responding engine company arrives and comes to a full stop at the site of the fire suppression **If a shorter response time than eight (8) minutes can always be assured, the offeror must state the response time that will be provided.**

Mutual Aid

The Contractor must be a full participant in an established mutual aid agreement with at least two (2) other municipal fire departments. That agreement must specifically provide for mutual aid responses to fire emergencies immediately upon request by the Contractor's Officer-In-Charge. A copy of the pertinent mutual aid agreement including all of its provisions and requirements shall be submitted to the Contracting Officer with the signed agreement. Notwithstanding, under no circumstances shall there be less than four (4) qualified professional fire fighters responding to any service under this agreement. In the event of multiple alarm fires, beyond the initial response, to include catastrophic events, the contractor will proceed in accordance with applicable industry standards for response to the type of emergency, coordinating the effort with the COTR if possible.

Immediately upon receipt of notice of award, the Contractor shall conduct an initial inspection of the complete VMAC Campus, prepare a detailed pre-fire plan for the facility in accordance with accepted national standards and subsequently update the plan as necessary. Cost for the above is included in the contract price. Date for inspection shall be mutually agreed upon between the Contractor and the

COTR. The Pre-Fire Plan shall be located on the responding apparatus for quick reference during emergency calls initiated from the Veterans Affairs Medical Center . A copy of the initial pre-fire plan developed by the Contractor shall be submitted to the Contracting Officer within seven (7) calendar days of the date of inspection. Updates shall be provided to the government annually and made available for review upon request by the CO or COTR.

The Government will provide a central monitoring station contract for all the fire alarm systems at the VAMC. This work shall be accomplished within 14 days of notice to proceed and shall be coordinated between the Contractor and the COTR to ensure proper operation.

- a. The Contractor shall commit and use all available resources necessary to suppress all fires at the VAMC as quickly as possible.
- b. Fire suppression operations shall be conducted by the Contractor in accordance with all pertinent standards and codes, particularly including all applicable NFPA, IFC, OSHA and State of Minnesota standards, and in a manner, which safeguards life and property.
- c. The Contractor shall maintain a fire watch at all fire sites after extinguishment until there is no possibility that a rekindle will occur.
- d. The Contractor shall perform salvage and overhaul operations during and after fires in accordance with the conformance standards as defined (conformity with some esthetic standard of correctness or propriety).
- e. Until arrival of Federal Protection Service (FPS) at the scene, the Contractor shall implement measures to deny entry of unauthorized personnel into fire-damaged buildings.
- f. The Contractor shall be responsible for responding to all alarms within the time frames specified.

Contractor have their most recent Insurance Services Organization rating and the date that rating was received. A minimum rating of 3 issued by ISO is required.

The contractor shall demonstrate the implementation of a comprehensive on-going training program for all Fire Department personnel, ensure all staff meet applicable NFPA training requirements and shall ensure that all personnel meet Minnesota state requirements in addition to NFPA 1001, 1002, 1021, for the positions they hold.

Hazardous Material Spill

The Contractor shall provide apparatus and properly trained and equipped personnel as necessary to respond on a twenty-four (24) hours a day, seven (7) days a week emergency basis to all releases of hazardous substances occurring at any location on the grounds of the VAMC. All elements of each response must be conducted in accordance with the requirements of 29 CFR 1910.120, Occupational Safety and Health Standards, Hazardous Materials, Hazardous Waste Operations and Emergency Response and NFPA 472. Recommended Practice for Responding to Hazardous Materials Incidents. The Contractor will bring each response to the full conclusion of the incident mitigation stage described in Chapter 6 of the referenced NFPA Standard. The Contractor will also perform all required decontamination of personnel and their own equipment as required.. Decontamination of Government property including installed equipment, recovery and treatment of released hazardous materials required

beyond the incident mitigation stage and the disposal of recovered hazardous materials will be accomplished by the Government

The Contractor must develop and implement an emergency response plan meeting the requirements of subsection q (2) of the referenced OSHA Standard to handle anticipated emergencies at the VAMC prior to the commencement of emergency response operations. The plan shall be in writing and shall be available for review by interested parties upon request. The Government will provide the Contractor with the identity, quantity and location by building and room number of and the Material Safety Data Sheets for all hazardous substances listed in the station's existing hazardous materials inventory. The Government will also provide knowledgeable personnel to serve as members of the specific incident response planning team established by the Contractor.

If the 911 emergency system is not activated and notification is made through a federal facility, or agency the Government will notify the VAMC, whom in turn will notify the appropriate emergency responses by telephone that a hazardous substance release has occurred and will provide the exact location of that release. The Contractor's hazardous materials response team must arrive at the incident site within eight (8) minutes of receipt of notification of the release.

Appropriate personal protection equipment (PPE) shall be provided by the Contractor and used as required by OSHA regulations. All members of the Contractor's hazardous materials response team must have personal protective equipment that complies with NFPA 1991, if the contractor is responding to incidents regarding biological or terrorism incidents, responders' personal protective equipment shall meet the requirements of NFPA 1994. All responders shall be trained in the use of PPE and qualified to use all personal protective equipment for responding to hazards of the types found at the VAMC.

The members of the Contractor's hazardous materials response team must be trained as specified below. The Contractor must maintain records to document successful completion of all required training and must make records available for review upon request by the CO or COTR during the contract period. Contractor will provide copies of the training certificates for levels and/or proof that the personnel have met all applicable OSHA Standards at the request of the CO or COTR.

- a. All members of the response team must be trained to at least the hazardous materials technician level as described at subsection q (6)(F)(iii) of the OSHA Standard.
- b. A minimum of one member of the responding team must be trained at the hazardous materials specialist level as described at subsection q (6)(F)(iv) of the OSHA Standard.
- c. One member of the responding team must be trained to the on scene incident commander level as described at subsection q (6)(F)(v) of the OSHA Standard.

The Contractor shall provide Confined Space rescue services if required. The Contractor shall comply with all OSHA confined space entry requirements. The successful Contractor shall provide a copy of their existing plan used to conduct Confined Space Rescues, within fourteen (14) calendar days of receipt of the Notice of Award.

A copy of pertinent Mutual Aid agreement relating to this Section of the specifications will be made available at the request of the CO or COR. In addition to the above services the Contractor will provide annual confined space training as required by OSHA regulations. OSHA requires facilities to practice their rescue procedures with the response agencies/contractors on an annual basis. This training will be

conducted with several maintenance shops on multiple days to ensure all shop personnel receive the required confined space rescue training.

Contractors shall forward a written report to the Department of Veterans Affairs, Safety Manager, and or the Designated Emergency Response Coordinator, and COTR after each incident for which the Contractor has responded to under this agreement. Report shall be submitted no later than forty-eight (48) hours after the report of incident. The cost of the preparation of this report, any copies required including photos, fax copies, scan copies, shall be included as a part of this contract. The following shall be included as a minimum requirement of the incident report.

- A. NAME OF CONTRACTOR AND CONTRACT NUMBER.
- B. CONTRACTOR SERVICE CALL NUMBER or alarm number.
- C. DATE AND TIME CALL WAS RECEIVED. TIME ARRIVED ON SITE AND TIME LEFT.
- D. A DETAILED FACT SHEET REGARDING THE INCIDENT
- E. SIGNATURES:
 - a. Employee responsible submitting report.
 - b. VA Employee who witnessed service described.

FOOTNOTE: THE CONTRACTOR MAY DESIGN/DEVELOP ITS OWN REPORT FORM THAT INCORPORATES THE ABOVE MINIMUM CRITERIA. THE FORM SHOULD BE ON STANDARD 8 1/2 X 11 PAPER AND MUST BE APPROVED BY THE CO OR COTR **PRIOR TO USE AND IMPLEMENTATION.**

- a). The Contractor shall provide competent supervision at all times. The Contractor shall designate as indicated below a Contract Manager (Fire Chief or designee) who shall be responsible for the overall management and coordination of the Contractor's work force and shall act as the central point of contact with the Government.

Contractor's Central Point of Contact: (Provide main telephone number(s) and contact person.)

- c). The Fire Chief (Contract Manager) or alternate shall have full authority to act for the Contractor on all contractual matters relating to daily operations of this contract.
- d). The Contractor shall become acquainted with and obey all Government regulations as posted and as requested by the CO/COTR when on the VAMC Minneapolis, Minnesota.
- e) The Contractor shall use all available resources to safeguard human life and property, control and suppress all fires at the VAMC.

Services shall be performed in accordance with all city, state, local, federal, municipal codes, OSHA regulations and GSA Standards. The NFPA/ IFC Standards noted in the specifications are incorporated by reference only and are supplemental to this specification. It shall be the responsibility of the Contractor to adhere to all applicable NFPA /IFC Standards throughout the duration of the contract.

Any drawings or blueprints furnished are the property of the United States of America. These documents shall be reviewed by the Contracting Officer and the Veterans Affairs ISO release and shall be used only for informational purposes. Such references do not necessarily indicate that these locations or function designations will remain stable; they may be changed by the Veterans Affairs. Changes will be coordinated with the Contractor by the COTR prior to the initiation of such changes in order to assure adequate contractual coverage.

The Contractor shall certify in writing to the Contracting Officer that all employees meet the mandatory minimum requirements as noted herein and as required by the State of Minnesota. In addition, the Contractor shall ensure that proper staffing levels are maintained at all times as stated in Section 1 and Section 2 of the specifications.

- a. The Government reserves the following rights: To hold the Contractor liable for property losses sustained by the Government as the direct consequence of a failure to furnish the required level of fire protection.
- b. The parties to this contract hereto agree that the Contractor, as a result of his contractual obligation to supervise the personnel furnished and oversee the quality of their performance, is responsible for all performance or lack of performance of work required by this contract.
- c. All Contractor employees shall be identified by a distinctive nameplate, emblem, or patch attached in a prominent place to an outer garment.
- d. The Contractor shall develop a phase-in plan, which will cover the period of time between contract award and contract start date. (1) Training and orientation of contract employee's to the various aspects of providing fire protection service specific to VAMC (2) Development of the pre-fire plan. This phase-in plan is due within ten (10) calendar days of award.
- e. The Contractor shall provide a cascade phone list of points of contact for emergencies.

The Contractor shall establish a complete quality control program to ensure that all requirements are provided for, as specified in all sections of this contract. The Contractor's Basic Quality Control Program shall reference NFPA and shall be provided to the Contracting Officer upon request. The Contractor's Basic Quality Control Program shall include the following:

- a. A statement describing how the Contractor will meet the basic requirements of this contract (i.e. staffing levels, time to respond to an incident, equipment requirements).
- b. A method for identifying deficiencies in the quality of services performed before the performance becomes unacceptable.
- c. A method of recording or logging the daily activities of the Contractor, which would demonstrate the Contractor's ability to maintain the minimum requirements of this contract.

The Government will monitor the Contractor's performance under this contract using the quality assurance procedures. A record of all QA inspections conducted by the Government will be provided to the Contractor during the term of this contract.

All tasks accomplished by Contractor personnel will be performed to minimize damage or disfigurement of Government-owned furnishings, fixtures, equipment, and architectural or building structures. The Contractor shall be responsible for all damages to real and/or personal property or injuries to persons that occur as a result of his/her negligence.

When the Contractor has caused damage or loss of Government equipment and/or when performance is determined unsatisfactory, the COTR will prepare and issue a Contract Discrepancy Report (CDR) through the CO. The Government retains all rights under this contract.

The following apply, as specified, to the requirements of the contract:

a. Federal Occupational Safety and Health Association (OSHA), 29 CFR 1910

b. National Fire Codes (NFPA)

- NFPA 472
- NFPA 1001
- NFPA 1002
- NFPA 1021
- NFPA 1500
- NFPA 1710
- NFPA 1991
- NFPA 1994

c. International Fire Code

1. The Contractor accepts responsibility for the facility in "as is" condition. Failure to inspect the facilities prior to contract award will not relieve the Contractor from performance of the requirements of this contract.

Contractor will attend a pre-work orientation meeting prior to the commencement of work on site. The VAMC will schedule this meeting and it will include discussion of the following topics: (VAMC will provide information to the Contractor regarding these topics and will document the meeting)

- a. Fire and Safety
- b. Hazardous Materials
- c. Confined Space
- d. Biological, Chemical and Terrorism Emergencies

2. The Contractor will be responsible to ensure that Contractor employees coming to the work site will receive the information required above.
3. The Contractor will be responsible to ensure Contractor employees providing work on this contract are fully trained and completely competent to perform the required work.

SCHEDULE OF ITEMS

BASE YEAR

04/01/2015 – 03/31/2016

CLIN 100001

DESCRIPTION		QTY	UNIT	UNIT PRICE	
TOTAL					
Fire Suppression Services	12	MO	\$19,168.00		\$230,016.00

CLIN 10002

DESCRIPTION		QTY	UNIT	UNIT PRICE	
TOTAL					
HAZMAT Team Response	1	YR	\$8,000.00		\$8,000.00

TOTAL BASE YEAR \$238,016.00

OPTION YEAR ONE

04/01/2016 – 03/31/2017

CLIN 200001

DESCRIPTION		QTY	UNIT	UNIT PRICE	
TOTAL					
Fire Suppression Services	12	MO	\$19,168.00		\$230,016.00

CLIN 20002

DESCRIPTION		QTY	UNIT	UNIT PRICE	
TOTAL					
HAZMAT Team Response	1	YR	\$8,000.00		\$8,000.00

**TOTAL OPTION YEAR ONE
\$238,016.00**

GRAND TOTAL
\$476,032.00

A.2 52.212-4 CONTRACT TERMS AND CONDITIONS—COMMERCIAL ITEMS (DEC 2014)

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

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

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

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

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

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

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

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

(g) *Invoice.*

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

(i) Name and address of the Contractor;

(ii) Invoice date and number;

- (iii) Contract number, contract line item number and, if applicable, the order number;
- (iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;
- (v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;
- (vi) Terms of any discount for prompt payment offered;
- (vii) Name and address of official to whom payment is to be sent;
- (viii) Name, title, and phone number of person to notify in event of defective invoice; and
- (ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.
- (x) Electronic funds transfer (EFT) banking information.

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

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

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

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

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

(i) *Payment.*—

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

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

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

(4) *Discount.* In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to

have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

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

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

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

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

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

(D) Contractor point of contact.

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

(6) *Interest.*

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

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

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

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

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

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

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

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

(A) The date fixed under this contract.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(1) The schedule of supplies/services.

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

(3) The clause at 52.212-5.

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

(5) Solicitation provisions if this is a solicitation.

(6) Other paragraphs of this clause.

(7) The Standard Form 1449.

(8) Other documents, exhibits, and attachments

(9) The specification.

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

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

(2)(i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract,

but has not completed the necessary requirements regarding novation and change-of-name agreements in FAR subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to (A) change the name in the SAM database; (B) comply with the requirements of subpart 42.12; and (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.

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

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

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

(u) *Unauthorized Obligations.*

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

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

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

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

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

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

(End of Clause)

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:

A.3 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS—COMMERCIAL ITEMS (DEC 2014)

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

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

(2) 52.222-50, 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)).

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

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

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

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

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

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

(4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (Jul 2013) (Pub. L. 109-282) (31 U.S.C. 6101 note).

(5) [Reserved]

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

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

- (8) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (Aug 2013) (31 U.S.C. 6101 note).
- (9) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (Jul 2013) (41 U.S.C. 2313).
- (10) [Reserved]
- (11)(i) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (NOV 2011) (15 U.S.C. 657a).
- (ii) Alternate I (NOV 2011) of 52.219-3.
- (12)(i) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (OCT 2014) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).
- (ii) Alternate I (JAN 2011) of 52.219-4.
- (13) [Reserved]
- (14)(i) 52.219-6, Notice of Total Small Business Set-Aside (NOV 2011) (15 U.S.C. 644).
- (ii) Alternate I (NOV 2011).
- (iii) Alternate II (NOV 2011).
- (15)(i) 52.219-7, Notice of Partial Small Business Set-Aside (June 2003) (15 U.S.C. 644).
- (ii) Alternate I (Oct 1995) of 52.219-7.
- (iii) Alternate II (Mar 2004) of 52.219-7.
- (16) 52.219-8, Utilization of Small Business Concerns (OCT 2014) (15 U.S.C. 637(d)(2) and (3)).
- (17)(i) 52.219-9, Small Business Subcontracting Plan (OCT 2014) (15 U.S.C. 637(d)(4)).
- (ii) Alternate I (Oct 2001) of 52.219-9.
- (iii) Alternate II (Oct 2001) of 52.219-9.
- (iv) Alternate III (OCT 2014) of 52.219-9.
- (18) 52.219-13, Notice of Set-Aside of Orders (NOV 2011) (15 U.S.C. 644(r)).
- (19) 52.219-14, Limitations on Subcontracting (NOV 2011) (15 U.S.C. 637(a)(14)).
- (20) 52.219-16, Liquidated Damages—Subcontracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).
- (21) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (NOV 2011) (15 U.S.C. 657f).
- (22) 52.219-28, Post Award Small Business Program Rerepresentation (Jul 2013) (15 U.S.C. 632(a)(2)).

- (23) 52.219-29, Notice of Set-Aside for Economically Disadvantaged Women-Owned Small Business (EDWOSB) Concerns (Jul 2013) (15 U.S.C. 637(m)).
- (24) 52.219-30, Notice of Set-Aside for Women-Owned Small Business (WOSB) Concerns Eligible Under the WOSB Program (Jul 2013) (15 U.S.C. 637(m)).
- (25) 52.222-3, Convict Labor (June 2003) (E.O. 11755).
- (26) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (JAN 2014) (E.O. 13126).
- (27) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).
- (28) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).
- (29) 52.222-35, Equal Opportunity for Veterans (JUL 2014) (38 U.S.C. 4212).
- (30) 52.222-36, Equal Opportunity for Workers with Disabilities (JUL 2014) (29 U.S.C. 793).
- (31) 52.222-37, Employment Reports on Veterans (JUL 2014) (38 U.S.C. 4212).
- (32) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496).
- (33) 52.222-54, Employment Eligibility Verification (AUG 2013). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)
- (34)(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.)
- (35)(i) 52.223-13, Acquisition of EPEAT®-Registered Imaging Equipment (JUN 2014) (E.O.s 13423 and 13514).
- (ii) Alternate I (JUN 2014) of 52.223-13.
- (36)(i) 52.223-14, Acquisition of EPEAT®-Registered Televisions (JUN 2014) (E.O.s 13423 and 13514).
- (ii) Alternate I (JUN 2014) of 52.223-14.
- (37) 52.223-15, Energy Efficiency in Energy-Consuming Products (DEC 2007)(42 U.S.C. 8259b).
- (38)(i) 52.223-16, Acquisition of EPEAT®-Registered Personal Computer Products (JUN 2014) (E.O.s 13423 and 13514).
- (ii) Alternate I (JUN 2014) of 52.223-16.

(39) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (AUG 2011)

(40) 52.225-1, Buy American—Supplies (MAY 2014) (41 U.S.C. chapter 83).

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

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

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

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

(42) 52.225-5, Trade Agreements (NOV 2013) (19 U.S.C. 2501, *et seq.*, 19 U.S.C. 3301 note).

(43) 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).

(44) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Jul 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

(45) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).

(46) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).

(47) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

(48) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

(49) 52.232-33, Payment by Electronic Funds Transfer—System for Award Management (Jul 2013) (31 U.S.C. 3332).

(50) 52.232-34, Payment by Electronic Funds Transfer—Other than System for Award Management (Jul 2013) (31 U.S.C. 3332).

(51) 52.232-36, Payment by Third Party (MAY 2014) (31 U.S.C. 3332).

(52) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

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

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

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

(1) 52.222-41, Service Contract Labor Standards (MAY 2014) (41 U.S.C. chapter 67).

(2) 52.222-42, Statement of Equivalent Rates for Federal Hires (MAY 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

Employee Class
27070 Firefighter

Monetary Wage-Fringe Benefits
\$19.46

(3) 52.222-43, Fair Labor Standards Act and Service Contract Labor Standards—Price Adjustment (Multiple Year and Option Contracts) (MAY 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

(4) 52.222-44, Fair Labor Standards Act and Service Contract Labor Standards—Price Adjustment (MAY 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

(5) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment—Requirements (MAY 2014) (41 U.S.C. chapter 67).

(6) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services—Requirements (MAY 2014) (41 U.S.C. chapter 67).

(7) 52.222-17, Nondisplacement of Qualified Workers (MAY 2014) (E.O. 13495).

(8) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (MAY 2014) (42 U.S.C. 1792).

(9) 52.237-11, Accepting and Dispensing of \$1 Coin (SEP 2008) (31 U.S.C. 5112(p)(1)).

(10) 52.222-55, Minimum Wages Under Executive Order 13658 (DEC 2014) (Executive Order 13658).

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

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

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

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

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

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

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

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

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

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

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

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

(viii) 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.

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

(x) 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)).

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

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

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

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

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

(xvi) 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.

(xvii) 52.222-55, Minimum Wages Under Executive Order 13658 (DEC 2014) (Executive Order 13658).

(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)

A.4 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

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

(End of Clause)

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

(a) The Government may extend the term of this contract by written notice to the Contractor within 30 days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 30 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 two years six months..

(End of Clause)

A.6 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)

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

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

<http://www.acquisition.gov/far/index.html>
<http://www.va.gov/oamm/oa/ars/policyreg/vaar/index.cfm>

(End of Clause)

<u>FAR</u> <u>Number</u>	<u>Title</u>	<u>Date</u>
52.233-1	DISPUTES ALTERNATE I (DEC 1991)	MAY 2014
52.237-2	PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATION	APR 1984

A.8 52.237-3 CONTINUITY OF SERVICES (JAN 1991)

(a) The Contractor recognizes that the services under this contract are vital to the Government and must be continued without interruption and that, upon contract expiration, a successor, either the Government or another contractor, may continue them. The Contractor agrees to (1) furnish phase-in training and (2) exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor.

(b) The Contractor shall, upon the Contracting Officer's written notice, (1) furnish phase-in, phase-out services for up to 90 days after this contract expires and (2) negotiate in good faith a plan with a successor to determine the nature and extent of phase-in, phase-out services required. The plan shall specify a training program and a date for transferring responsibilities for each division of work described in the plan, and shall be subject to the Contracting Officer's approval. The Contractor shall provide sufficient experienced personnel during the phase-in, phase-out period to ensure that the services called for by this contract are maintained at the required level of proficiency.

(c) The Contractor shall allow as many personnel as practicable to remain on the job to help the successor maintain the continuity and consistency of the services required by this contract. The Contractor also shall disclose necessary personnel records and allow the successor to conduct on-site interviews with these employees. If selected employees are agreeable to the change, the Contractor shall release them at a mutually agreeable date and negotiate transfer of their earned fringe benefits to the successor.

(d) The Contractor shall be reimbursed for all reasonable phase-in, phase-out costs (i.e., costs incurred within the agreed period after contract expiration that result from phase-in, phase-out operations) and a fee (profit) not to exceed a pro rata portion of the fee (profit) under this contract.

(End of Clause)

<u>FAR</u> <u>Number</u>	<u>Title</u>	<u>Date</u>
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**A.9 VAAR 852.232-72 ELECTRONIC SUBMISSION OF PAYMENT REQUESTS
(NOV 2012)**

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

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

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

(3) *Electronic form* means an automated system transmitting information electronically according to the

Accepted electronic data transmission methods and formats identified in paragraph (c) of this clause. Facsimile, email, and scanned documents are not acceptable electronic forms for submission of payment requests.

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

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

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

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

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

A.10 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 Minnesota. 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)

CONTINUATION PAGE

See attached document: wage determination.