

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30				1. REQUISITION NO. 101-14-4-3196-0043	PAGE 1 OF 70		
2. CONTRACT NO.	3. AWARD/EFFECTIVE DATE	4. ORDER NO.	5. SOLICITATION NUMBER VA119A-14-Q-0450	6. SOLICITATION ISSUE DATE			
7. FOR SOLICITATION INFORMATION CALL:	a. NAME LeAnna Stith	b. TELEPHONE NO. (No Collect Calls) 202-431-7469		8. OFFER DUE DATE/LOCAL TIME 09-17-2014 10:00AM			
9. ISSUED BY Strategic Acquisition Center - Frederick Department of Veterans Affairs 321 Ballenger Center Drive, Suite 125 Frederick MD 21703		CODE	10. THIS ACQUISITION IS <input checked="" type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS	<input type="checkbox"/> UNRESTRICTED OR <input checked="" type="checkbox"/> SET ASIDE: 100 % FOR: <input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM NAICS: 811310 <input type="checkbox"/> EDWOSB <input type="checkbox"/> 8(A) SIZE STANDARD: \$7.5 Million			
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input checked="" type="checkbox"/> SEE SCHEDULE	12. DISCOUNT TERMS		<input type="checkbox"/> 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)	13b. RATING N/A			
14. METHOD OF SOLICITATION <input checked="" type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP		15. DELIVER TO Strategic Acquisition Center - Frederick Department of Veterans Affairs 321 Ballenger Center Drive, Suite 125 Frederick MD 21703		16. ADMINISTERED BY Strategic Acquisition Center - Frederick Department of Veterans Affairs 321 Ballenger Center Drive, Suite 125 Frederick MD 21703			
17a. CONTRACTOR/OFFEROR CODE	FACILITY CODE	18a. PAYMENT WILL BE MADE BY Strategic Acquisition Center - Frederick Department of Veterans Affairs 321 Ballenger Center Drive, Suite 125 Frederick MD 21703		18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM			
TELEPHONE NO.	DUNS:	DUNS+4:	PHONE:	FAX:			
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER							
19. ITEM NO.	20. See CONTINUATION Page SCHEDULE OF SUPPLIES/SERVICES			21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	Fuel Oil Storage and Monitoring System Preventative Maint. Site Visit: September 11, 2014 at 10:00AM EST 221 Butler Avenue Bldg 511 Martinsburg, WV 25405 On-Site POC: Michael.Boynton@va.gov 304-262-5294 Indicate your intention to attend to LeAnna.Stith@va.gov NLT September 10, 2014 at 12:00PM EST. Vendor Questions due: September 12, 2014 NLT 12:00PM EST Quotes due: September 17, 2014 NLT 10:00AM EST. IFCAP PO: 101- Vendor DUNS: Vendor CAGE: Vendor TIN: This RFQ is a 100% Small Business Set aside. (Use Reverse and/or Attach Additional Sheets as Necessary)						
25. ACCOUNTING AND APPROPRIATION DATA See CONTINUATION Page 2237: 101-14-4-3196-0043 Acct & Appr: 101-3640167-3196-192910-2543 T0C507SBA IFCAP PO: 101-				26. TOTAL AWARD AMOUNT (For Govt. Use Only)			
<input checked="" type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA			<input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.				
<input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA			<input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.				
<input type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN _____ COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED			<input type="checkbox"/> 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) Selena Robinson Contracting Officer		31c. DATE SIGNED		

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SECTION B - CONTINUATION OF SF 1449 BLOCKS

B.1 CONTRACT ADMINISTRATION DATA

(continuation from Standard Form 1449, block 18A.)

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

a. CONTRACTOR: _____

DUNS: _____

CAGE: _____

TIN: _____

b. GOVERNMENT: Contracting Officer 0010X, Selena.Robinson@va.gov

Strategic Acquisition Center- Frederick

Department of Veterans Affairs

321 Ballenger Center Dr, STE 125

Frederick MD 21703

Contract Specialist: Ms. LeAnna Stith

LeAnna.Stith@va.gov

OIT: To be provided at award

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

52.232-33, Payment by Electronic Funds Transfer -

System for Award Management, or

52.232-36, Payment by Third Party

2. INVOICES: Invoices shall be submitted in arrears:

Quarterly

Semi- Annually

Other - MONTHLY

**DEPARTMENT OF VETERAN AFFAIRS
STRATEGIC ACQUISITION CENTER-FREDERICK**

321 Ballenger Center Dr. STE 125

Frederick, MD 21703

CONTRACTOR INSTRUCTIONS

THIS INCLUDES ALL ORDERS EXCEPT STATIONS 798 AND 119

OB10 ELECTRONIC INVOICE SUBMISSION

FSC e-INVOICE PROGRAM THRU AUSTIN PORTAL

FSC MANDATORY ELECTRONIC INVOICE SUBMISSION FOR AUSTIN PAYMENTS

Vendor Electronic Invoice Submission Methods:

Fax, email and scanned documents are not acceptable forms of submission for payment requests. Electronic form means an automated system transmitting information electronically according to the accepted data transmissions below.

- VA's Electronic invoice presentment and payment system-The FSC uses a third party contractor, OB10, to transition vendors from paper to electronic invoice submission. Please see OB10 contact information below to begin submitting electronic invoices, free of charge.
- A system that conforms to the X12 electronic data interchange (EDI) formats established by the Accredited Standards Center (ASC) chartered by the American National Standards Institute (ANSI).
- The X12 EDI Web site (<http://www.x12.org>).

Vendor e-invoice Set-up information:

Please contact OB10 at the phone number or email address listed below to begin submitting your electronic invoices to the VA Financial Services Center in Austin, TX for payment processing. If you have questions about the e-invoicing program or OB10, please contact the FSC at the phone number or email address listed below.

- OB10 e-Invoice setup information: 1-877-489-6135
- OB10 e-Invoice email: VA.Registration@ob10.com
- FSC e-Invoice contact information: 1-877-353-9791
- FSC e-Invoice email: vafscshd@va.gov
- <http://www.fsc.va.gov/einvoice.asp>

COMMUNICATIONS:

- <https://www.federalregister.gov/articles/2012/11/27/2012-28612/va-acquisition-regulation-electronic-submission-of-payment-requests>
- <http://fcw.com/articles/2012/11/27/va-epayments.aspx?s=fcwdaily>

4. SUBCONTRACTING COMMITMENTS – MONITORING AND COMPLIANCE

The contractor is advised in performing contract administration functions, the CO may use the services of a support contractor(s) to assist in assessing contractor compliance with the subcontracting commitments incorporated into the contract. To that end, the support contractor(s) may require access to the contractor's business records or other proprietary data to review such business records regarding contract compliance with this requirement. All support contractors conducting this review on behalf of VA will be required to sign an "Information Protection and Non-Disclosure and Disclosure of Conflicts of Interest Agreement" to ensure the contractor's business records or other proprietary data reviewed or obtained in the course of assisting the CO in assessing the contractor for compliance are protected to ensure information or data is not improperly disclosed or other impropriety occurs. Furthermore, if VA determines any services the support contractor(s) will perform in assessing compliance are advisory and assistance services as defined in FAR 2.101, Definitions, the support contractor(s) must also enter into an agreement with the contractor to protect proprietary information as required by FAR 9.505-4, Obtaining access to proprietary information, paragraph (b). The contractor is required to cooperate fully and make available any records as may be required to enable the CO to assess the contractor compliance with the limitations on subcontracting or percentage of work performance requirement.

5. ACKNOWLEDGMENT OF AMENDMENTS: The offeror acknowledges receipt of amendments to the Solicitation numbered and dated as follows:

AMENDMENT NO	DATE

B.2 PRICE/COST SCHEDULE

Item Information

ITEM NUMBER	DESCRIPTION OF SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	Contract Period: Base POP Begin: 09-29-2014 POP End: 09-28-2015 Above Ground Tank Preventative Maintenance Preventive Maintenance in accordance with SOW Section C.1.	2.00	EA		
0002	Contract Period: Base POP Begin: 09-29-2014 POP End: 09-28-2015 Automated Fuel Port Controller Preventative Maintenance Preventive Maintenance in accordance with SOW Section C.2.	2.00	EA		
0003	Contract Period: Base POP Begin: 09-29-2014 POP End: 09-28-2015 Master Controller and Fuel Oil Motor Starter Panel Preventative Maintenance Preventive Maintenance in accordance with SOW Section C.3.	2.00	EA		
0004	Contract Period: Base POP Begin: 09-29-2014 POP End: 09-28-2015 Fuel Polishing and Conditioning System Preventative Maintenance Preventive Maintenance in accordance with SOW Section C.4.	2.00	EA		
0005	Contract Period: Base POP Begin: 09-29-2014 POP End: 09-28-2015 Automatic Tank Gauging and Leak Detection System Preventative Maintenance Preventive Maintenance	2.00	EA		

	in accordance with SOW Section C.5.				
0006	Contract Period: Base POP Begin: 09-29-2014 POP End: 09-28-2015 On-Site Schedule Maintenance Service Scheduled maintenance in accordance with SOW Section C.6.	24.00	HR	_____	_____
0007	Contract Period: Base POP Begin: 09-29-2014 POP End: 09-28-2015 Emergency Remedial Maintenance Service Emergency maintenance in accordance with SOW Section C.7.	24.00	HR	_____	_____
0008	Contract Period: Base POP Begin: 09-29-2014 POP End: 09-28-2015 Parts Replacement parts handled in accordance with SOW Section C.8. This has a not to exceed (NTE) of \$10,000.00. Charges under this CLIN must include receipts.	1.00	YR	_____	_____
1001	Contract Period: Option 1 POP Begin: 09-29-2015 POP End: 09-28-2016 Above Ground Tank Preventative Maintenance Preventive Maintenance in accordance with SOW Section C.1.	2.00	EA	_____	_____
1002	Contract Period: Option 1 POP Begin: 09-29-2015 POP End: 09-28-2016 Automated Fuel Port Controller Preventative Maintenance Preventive Maintenance in accordance with SOW Section C.2.	2.00	EA	_____	_____
1003	Contract Period: Option 1	2.00	EA	_____	_____

	POP Begin: 09-29-2015 POP End: 09-28-2016 Master Controller and Fuel Oil Motor Starter Panel Preventative Maintenance Preventive Maintenance in accordance with SOW Section C.3.				
1004	Contract Period: Option 1 POP Begin: 09-29-2015 POP End: 09-28-2016 Fuel Polishing and Conditioning System Preventative Maintenance Preventive Maintenance in accordance with SOW Section C.4.	2.00	EA	_____	_____
1005	Contract Period: Option 1 POP Begin: 09-29-2015 POP End: 09-28-2016 Automatic Tank Gauging and Leak Detection System Preventative Maintenance Preventive Maintenance in accordance with SOW Section C.5.	2.00	EA	_____	_____
1006	Contract Period: Option 1 POP Begin: 09-29-2015 POP End: 09-28-2016 On-Site Schedule Maintenance Service Scheduled maintenance in accordance with SOW Section C.6. This will be a not to exceed once the hourly rate is determined.	24.00	HR	_____	_____
1007	Contract Period: Option 1 POP Begin: 09-29-2015 POP End: 09-28-2016 Emergency Remedial Maintenance Service Emergency maintenance in accordance with SOW	24.00	HR	_____	_____

	Section C.7. This will be a not to exceed once the hourly rate is determined.				
1008	Contract Period: Option 1 POP Begin: 09-29-2015 POP End: 09-28-2016 Parts Replacement parts handled in accordance with SOW Section C.8. This has a not to exceed (NTE) of \$10,000.00. Charges under this CLIN must include receipts.	1.00	YR	_____	_____
2001	Contract Period: Option 2 POP Begin: 09-29-2016 POP End: 09-28-2017 Above Ground Tank Preventative Maintenance Preventive Maintenance in accordance with SOW Section C.1.	2.00	EA	_____	_____
2002	Contract Period: Option 2 POP Begin: 09-29-2016 POP End: 09-28-2017 Automated Fuel Port Controller Preventative Maintenance Preventive Maintenance in accordance with SOW Section C.2.	2.00	EA	_____	_____
2003	Contract Period: Option 2 POP Begin: 09-29-2016 POP End: 09-28-2017 Master Controller and Fuel Oil Motor Starter Panel Preventative Maintenance Preventive Maintenance in accordance with SOW Section C.3.	2.00	EA	_____	_____
2004	Contract Period: Option 2 POP Begin: 09-29-2016 POP End: 09-28-2017 Fuel Polishing and	2.00	EA	_____	_____

	Conditioning System Preventative Maintenance Preventive Maintenance in accordance with SOW Section C.4.				
2005	Contract Period: Option 2 POP Begin: 09-29-2016 POP End: 09-28-2017 Automatic Tank Gauging and Leak Detection System Preventative Maintenance Preventive Maintenance in accordance with SOW Section C.5.	2.00	EA	_____	_____
2006	Contract Period: Option 2 POP Begin: 09-29-2016 POP End: 09-28-2017 On-Site Schedule Maintenance Service Scheduled maintenance in accordance with SOW Section C.6. This will be a not to exceed once the hourly rate is determined.	24.00	HR	_____	_____
2007	Contract Period: Option 2 POP Begin: 09-29-2016 POP End: 09-28-2017 Emergency Remedial Maintenance Service Emergency maintenance in accordance with SOW Section C.7. This will be a not to exceed once the hourly rate is determined.	24.00	HR	_____	_____
2008	Contract Period: Option 2 POP Begin: 09-29-2016 POP End: 09-28-2017 Parts Replacement parts handled in accordance with SOW Section C.8. This has a not to exceed (NTE) of	1.00	YR	_____	_____

	\$10,000.00. Charges under this CLIN must include receipts.				
3001	Contract Period: Option 3 POP Begin: 09-29-2017 POP End: 09-28-2018 Above Ground Tank Preventative Maintenance Preventive Maintenance in accordance with SOW Section C.1.	2.00	EA	_____	_____
3002	Contract Period: Option 3 POP Begin: 09-29-2017 POP End: 09-28-2018 Automated Fuel Port Controller Preventative Maintenance Preventive Maintenance in accordance with SOW Section C.2.	2.00	EA	_____	_____
3003	Contract Period: Option 3 POP Begin: 09-29-2017 POP End: 09-28-2018 Master Controller and Fuel Oil Motor Starter Panel Preventative Maintenance Preventive Maintenance in accordance with SOW Section C.3.	2.00	EA	_____	_____
3004	Contract Period: Option 3 POP Begin: 09-29-2017 POP End: 09-28-2018 Fuel Polishing and Conditioning System Preventative Maintenance Preventive Maintenance in accordance with SOW Section C.4.	2.00	EA	_____	_____
3005	Contract Period: Option 3 POP Begin: 09-29-2017 POP End: 09-28-2018 Automatic Tank Gauging and Leak Detection System Preventative	2.00	EA	_____	_____

	Maintenance Preventive Maintenance in accordance with SOW Section C.5.				
3006	Contract Period: Option 3 POP Begin: 09-29-2017 POP End: 09-28-2018 On-Site Schedule Maintenance Service Scheduled maintenance in accordance with SOW Section C.6. This will be a not to exceed once the hourly rate is determined.	24.00	HR	_____	_____
3007	Contract Period: Option 3 POP Begin: 09-29-2017 POP End: 09-28-2018 Emergency Remedial Maintenance Service Emergency maintenance in accordance with SOW Section C.7. This will be a not to exceed once the hourly rate is determined.	24.00	HR	_____	_____
3008	Contract Period: Option 3 POP Begin: 09-29-2017 POP End: 09-28-2018 Parts Replacement parts handled in accordance with SOW Section C.8. This has a not to exceed (NTE) of \$10,000.00. Charges under this CLIN must include receipts.	1.00	YR	_____	_____
4001	Contract Period: Option 4 POP Begin: 09-29-2018 POP End: 09-28-2019 Above Ground Tank Preventative Maintenance Preventive Maintenance in accordance with SOW Section C.1.	2.00	EA	_____	_____
4002	Contract Period: Option	2.00	EA	_____	_____

	<p>4 POP Begin: 09-29-2018 POP End: 09-28-2019 Automated Fuel Port Controller Preventative Maintenance Preventive Maintenance in accordance with SOW Section C.2.</p>				
4003	<p>Contract Period: Option 4 POP Begin: 09-29-2018 POP End: 09-28-2019 Master Controller and Fuel Oil Motor Starter Panel Preventative Maintenance Preventive Maintenance in accordance with SOW Section C.3.</p>	2.00	EA	_____	_____
4004	<p>Contract Period: Option 4 POP Begin: 09-29-2018 POP End: 09-28-2019 Fuel Polishing and Conditioning System Preventative Maintenance Preventive Maintenance in accordance with SOW Section C.4.</p>	2.00	EA	_____	_____
4005	<p>Contract Period: Option 4 POP Begin: 09-29-2018 POP End: 09-28-2019 Automatic Tank Gauging and Leak Detection System Preventative Maintenance Preventive Maintenance in accordance with SOW Section C.5.</p>	2.00	EA	_____	_____
4006	<p>Contract Period: Option 4 POP Begin: 09-29-2018 POP End: 09-28-2019 On-Site Schedule Maintenance Service Scheduled maintenance in accordance with SOW Section C.6. This will be a not to exceed</p>	24.00	HR	_____	_____

	once the hourly rate is determined.				
4007	Contract Period: Option 4 POP Begin: 09-29-2018 POP End: 09-28-2019 Emergency Remedial Maintenance Service Emergency maintenance in accordance with SOW Section C.7. This will be a not to exceed once the hourly rate is determined.	24.00	HR	_____	_____
4008	Contract Period: Option 4 POP Begin: 09-29-2018 POP End: 09-28-2019 Parts Replacement parts handled in accordance with SOW Section C.8. This has a not to exceed (NTE) of \$10,000.00. Charges under this CLIN must include receipts.	1.00	YR	_____	_____
				GRAND TOTAL	_____

B.3 DELIVERY SCHEDULE

ITEM NUMBER		QUANTITY	DELIVERY DATE
0001	SHIP TO: Capital Region Readiness Center (CRRC) 221 Butler Avenue, Bldg 511 U.S. Department of Veteran Affairs Martinsburg ,WV 25405 MARK Michael Boynton FOR: Michael.Boynton@va.gov (304) 262-5294	2.00	
0002	SHIP TO: Capital Region Readiness Center (CRRC) 221 Butler Avenue, Bldg 511 U.S. Department of Veteran Affairs Martinsburg ,WV 25405 MARK Michael Boynton FOR: Michael.Boynton@va.gov (304) 262-5294	2.00	
0003	SHIP TO: Capital Region Readiness Center (CRRC) 221 Butler Avenue, Bldg 511 U.S. Department of Veteran Affairs Martinsburg ,WV 25405 MARK Michael Boynton FOR: Michael.Boynton@va.gov (304) 262-5294	2.00	
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		221 Butler Avenue, Bldg 511 U.S. Department of Veteran Affairs Martinsburg ,WV 25405	
	MARK	Michael Boynton	
	FOR:	Michael.Boynton@va.gov (304) 262-5294	
0007	SHIP TO:	Capital Region Readiness Center (CRRC) 221 Butler Avenue, Bldg 511 U.S. Department of Veteran Affairs Martinsburg ,WV 25405	24.00
	MARK	Michael Boynton	
	FOR:	Michael.Boynton@va.gov (304) 262-5294	
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	FOR:	Michael.Boynton@va.gov (304) 262-5294	
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1003	SHIP TO:	Capital Region Readiness Center (CRRC) 221 Butler Avenue, Bldg 511 U.S. Department of Veteran Affairs Martinsburg ,WV 25405	2.00
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	MARK	Michael Boynton	
	FOR:	Michael.Boynton@va.gov (304) 262-5294	
1007	SHIP TO:	Capital Region Readiness Center (CRRC) 221 Butler Avenue, Bldg 511 U.S. Department of Veteran Affairs Martinsburg ,WV 25405	24.00
	MARK	Michael Boynton	
	FOR:	Michael.Boynton@va.gov (304) 262-5294	
1008	SHIP TO:	Capital Region Readiness Center (CRRC) 221 Butler Avenue, Bldg 511 U.S. Department of Veteran Affairs Martinsburg ,WV 25405	1.00
	MARK	Michael Boynton	
	FOR:	Michael.Boynton@va.gov (304) 262-5294	
2001	SHIP TO:	Capital Region Readiness Center (CRRC) 221 Butler Avenue, Bldg 511 U.S. Department of Veteran Affairs Martinsburg ,WV 25405	2.00
	MARK	Michael Boynton	
	FOR:	Michael.Boynton@va.gov (304) 262-5294	

2002	<p>SHIP TO: Capital Region Readiness Center (CRRC) 221 Butler Avenue, Bldg 511 U.S. Department of Veteran Affairs Martinsburg ,WV 25405</p> <p>MARK Michael Boynton FOR: Michael.Boynton@va.gov (304) 262-5294</p>	2.00
2003	<p>SHIP TO: Capital Region Readiness Center (CRRC) 221 Butler Avenue, Bldg 511 U.S. Department of Veteran Affairs Martinsburg ,WV 25405</p> <p>MARK Michael Boynton FOR: Michael.Boynton@va.gov (304) 262-5294</p>	2.00
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		(304) 262-5294	
2008	SHIP TO:	Capital Region Readiness Center (CRRC) 221 Butler Avenue, Bldg 511 U.S. Department of Veteran Affairs Martinsburg ,WV 25405	1.00
	MARK	Michael Boynton	
	FOR:	Michael.Boynton@va.gov (304) 262-5294	
3001	SHIP TO:	Capital Region Readiness Center (CRRC) 221 Butler Avenue, Bldg 511 U.S. Department of Veteran Affairs Martinsburg ,WV 25405	2.00
	MARK	Michael Boynton	
	FOR:	Michael.Boynton@va.gov (304) 262-5294	
3002	SHIP TO:	Capital Region Readiness Center (CRRC) 221 Butler Avenue, Bldg 511 U.S. Department of Veteran Affairs Martinsburg ,WV 25405	2.00
	MARK	Michael Boynton	
	FOR:	Michael.Boynton@va.gov (304) 262-5294	
3003	SHIP TO:	Capital Region Readiness Center (CRRC) 221 Butler Avenue, Bldg 511 U.S. Department of Veteran Affairs Martinsburg ,WV 25405	2.00
	MARK	Michael Boynton	
	FOR:	Michael.Boynton@va.gov (304) 262-5294	
3004	SHIP TO:	Capital Region Readiness Center (CRRC) 221 Butler Avenue, Bldg 511 U.S. Department of Veteran Affairs Martinsburg ,WV 25405	2.00
	MARK	Michael Boynton	
	FOR:	Michael.Boynton@va.gov (304) 262-5294	
3005	SHIP TO:	Capital Region Readiness Center (CRRC) 221 Butler Avenue, Bldg 511 U.S. Department of Veteran Affairs Martinsburg ,WV 25405	2.00
	MARK	Michael Boynton	

	FOR: Michael.Boynton@va.gov (304) 262-5294	
3006	SHIP TO: Capital Region Readiness Center (CRRC) 221 Butler Avenue, Bldg 511 U.S. Department of Veteran Affairs Martinsburg ,WV 25405 MARK Michael Boynton FOR: Michael.Boynton@va.gov (304) 262-5294	24.00
3007	SHIP TO: Capital Region Readiness Center (CRRC) 221 Butler Avenue, Bldg 511 U.S. Department of Veteran Affairs Martinsburg ,WV 25405 MARK Michael Boynton FOR: Michael.Boynton@va.gov (304) 262-5294	24.00
3008	SHIP TO: Capital Region Readiness Center (CRRC) 221 Butler Avenue, Bldg 511 U.S. Department of Veteran Affairs Martinsburg ,WV 25405 MARK Michael Boynton FOR: Michael.Boynton@va.gov (304) 262-5294	1.00
4001	SHIP TO: Capital Region Readiness Center (CRRC) 221 Butler Avenue, Bldg 511 U.S. Department of Veteran Affairs Martinsburg ,WV 25405 MARK Michael Boynton FOR: Michael.Boynton@va.gov (304) 262-5294	2.00
4002	SHIP TO: Capital Region Readiness Center (CRRC) 221 Butler Avenue, Bldg 511 U.S. Department of Veteran Affairs Martinsburg ,WV 25405 MARK Michael Boynton FOR: Michael.Boynton@va.gov (304) 262-5294	2.00
4003	SHIP TO: Capital Region Readiness Center (CRRC) 221 Butler Avenue, Bldg 511 U.S. Department of Veteran Affairs Martinsburg ,WV 25405	2.00

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B.4 STATEMENT OF WORK

Fuel Oil Storage and Monitoring System Capital Region Readiness Center (CRRC) 221 Butler Avenue, Bldg. 511 Martinsburg, WV 25405

A. Background

The United States Department of Veterans Affairs Office of Information Technology Center (OIT) facility is located on the federally-owned VA Medical Center campus in Martinsburg, WV. The facility is a single story building, approximately 66,300 gross square feet in size, and includes office space, mechanical space, and a 9,300 square foot Data Center

The fuel oil storage and monitoring system is comprised of several components. There are two Fire Guard 20,000 gallons above ground storage tanks (AST). There is a Simplex AFP 3/3 automatic fuel delivery port. There is a Simplex master control and motor starter panel. A Simplex SFG-10C fuel conditioning and polishing unit is included. There are four Simplex SRS day tank controllers for three large generators and one small life safety generator. Finally, there is a Veeder-Root TLS-350 fuel level monitoring and leak detection system.

B. Scope of Work

The government contract term will be for a base period of one year with option to renew four additional one-year options. The Preventive Maintenance Contractor shall provide all supervision, management, labor, resources, materials, supplies and equipment to provide for a complete job to inspect and maintain the fuel oil storage and monitoring system in accordance with NFPA 30 and 30a as well as International Fire Code 2012 Section 604 and CARB G-70-162.

C. Tasks

1. Above Ground Fuel Storage Tanks (AST) Preventative Maintenance
 - a) Inspection and maintenance shall be completed twice yearly (every six months).
 - b) Inspect tank paint coating for wear, peeling, rust or other deteriorated condition.
 - c) Prepare surfaces and touch up with manufacturer approved durable coating.
 - d) Inspect tank support saddles and shims for wear, buckling, loose anchors and report findings.
 - e) Inspect tank support pad for cracking, spalling, debris or trip hazards and report findings.
 - f) Inspect tank access and ladder access for proper condition, inspect access ladder for loose step plates, deterioration of weather proof coatings, provide touch-up per manufacturer's recommendations.
 - g) Inspect overfill containment chamber for loose fittings, worn seals and other signs of deterioration and maintain as needed.
 - h) Inspect inner and outer emergency tank vents for debris or blocked air passages, deteriorated paint; clean and touch up as necessary.
 - i) Inspect the overfill protection valve for wear, ease of action and float actuation.
 - j) Inspect the submerged turbine pumps for electrical continuity, voltage, loose or worn electrical connections, loose or leaking seals and repair as necessary.
 - k) Monitor tank interstitial space for water, remove water and report amount removed.
 - l) Inspect motorized and manual ball valves, check valves and flow preventers for wear, leakage, electrical connection faults and make the necessary adjustments and repairs. Test this equipment in conjunction with inspection of automated fuel port controls.
2. Automated Fuel Port Controller Preventative Maintenance
 - a) Tests shall be completed twice yearly (every six months).

- b) The Simplex AFP 3/3 fuel port controller is located on the outer North wall of the fuel storage yard. The system controls access for filling, transferring and balancing fuel between the two AST's, the fuel conditioning system and the day tanks.
 - c) The system consists of automatic ball valves, level sensors, transducers, pressure valves, float switches, flow switches, check valves and pressure relief valves. Operate the system to include testing and monitoring of the action of the various components to include operating the valve controls, transferring fuel between tanks, opening and closing access to fuel delivery port. Check for ease of operation and perform manufacturer's recommended testing protocols including alarm testing and monitoring.
 - d) Inspect wiring, wire connections, control boards, indicator lamps and fuses for proper function and connectivity; provide adequate supply of spare fuses, all sizes.
 - e) Check power feed voltage, grounds and connections.
 - f) Verify that Ethernet connections are secure and reporting as designed on all points.
 - g) Inspect fuel transfer equipment, verifying that seals are secure, electrical connections are sound, various float sensors are working per design and level transducer is operating properly. Verify level transducer against Veeder-Root system, stick test both tanks for final fuel level check against those provided by systems reports. Record these levels for future maintenance checks.
 - h) Inspect seals on the control cabinet enclosures. Inspect latches and locking mechanisms. Clean up any fuel noticed at the fuel delivery port connector access.
3. Master Controller and Fuel Oil Motor Starter Panel Preventative Maintenance
- a) Testing shall be completed twice yearly (every six months).
 - b) Check wiring connections for proper voltage, wear and oxidation, torque and proper grounding.
 - c) Check user interface panel for alarm history, reports and other pertinent data.
 - d) Inspect and replace any defective indicator lamps.
 - e) Check fuses and insure that proper amount of spares are available.
 - f) Perform tests per manufacturer's recommendations including alarm simulations.
4. Fuel Polishing and Conditioning System Preventative Maintenance
- a) Tests shall be completed twice yearly (every six months).
 - b) Review current filter cycle program and update as needed. Adjust filter cycle per customer requirements.
 - c) Review alarm history. Acknowledge and clear alarms. Confer with Customer about any alarm conditions that need further review or consideration.
 - d) Verify manual filtering operation.
 - e) Review and note fuel level information.
 - f) Review filter quality summary. Inspect and service pre-filter element. Inspect filter separator element, strainer. Service filter coalescer element.
 - g) Clean basket strainer.
 - h) Drain any water accumulated from coalescer. Properly dispose of any water and debris per Federal regulations for disposal.
5. Automatic Tank Gauging and Leak Detection System Preventative Maintenance
- a) Tests shall be completed twice yearly (every six months).
 - b) Print out system inventory then verify by tank stick test and record test results.
 - c) Inspect sensor cables for damage, weathering or cracked insulators.
 - d) Inspect level probe floats for proper operation.
 - e) Verify high level settings.
 - f) Verify that level probe floats have free movement.
 - g) Activate sensors to simulate leak and verify alarm conditions and activation.
 - h) Check printer paper and provide spares.

6. On-Site Scheduled Maintenance Service

- a) The Contractor shall provide on-site repair on a per-call basis. Services shall include modifications, troubleshooting and/or corrective maintenance. Within four hours of receipt of a service request the Contractor shall reach out the COR to coordinate a mutually agreeable date between the hours of 7:00AM and 4:30PM EST, Monday-Friday, to appear on-site to inspect, troubleshoot, and service the required equipment. The Contractor shall appear on-site within no more than seven business days of service request unless a later date is approved by the COR.
- b) On-Site Scheduled Services will cover corrective maintenance of the fuel oil system and associated equipment listed in Section D Equipment. This CLIN will cover repairs required as a result of equipment failure or malfunction that **DOES NOT** interrupt or jeopardize daily operations of the VA CRRC.
- c) The location and telephone number of the contractor's primary/main service office, the location and telephone number of the contractor's local (West Virginia) field office or closest office, and the names of the employees involved in this contract shall be provided to the VA CRRC Contracting Office Representative (COR).
- d) Time billing shall commence upon sign-in at the VA facility and end upon departure from the property.

7. Emergency Remedial Maintenance Service

- a) The Contractor shall provide on-call emergency service 24 hours per day, seven days per week (i.e. Off-shift, weekend, or holiday). Four hours is the maximum allowable response time from time of service request to the Contractor arrival at the VA facility located at 221 Butler Ave Building 511 Martinsburg, WV.
- b) Emergency service will cover corrective maintenance of the emergency standby generator units, associated equipment listed in Section D, and any other aspects of this SOW. This CLIN will cover repairs required as a result of equipment failure or malfunction which **DOES** interrupt or jeopardize the daily operation of the VA CRRC Systems.
- c) The location and telephone number of the Contractor's primary/main service office, the location and telephone number of the Contractor's local (West Virginia) field office or closest office, and the names of the employees involved in this contract shall be provided to the VA CRRC Contracting Office Representative (COR).
- d) Historically, the CRRC has experienced no more than four emergency remedial service calls per contract year, however, this is not the definite number of service calls anticipated. The actual number cannot be determined due to the nature of the task.
- e) Time billing shall commence upon sign-in at VA facility and end upon departure from the property.

8. Parts

- a) All replacement parts installed by the awarded contractor shall be approved Manufacturer's replacement parts. At no time shall the awarded contractor use reconditioned or refurbished replacement parts without written approval by the VA CRRC COR.
- b) The contract cost for preventive maintenance shall include all parts in accordance with the terms outlined as Section C. Scope of Work. If required, the Contractor may use components from the VA owned spare parts kit. VA Owned spare parts utilized by the awarded Contractor shall be replaced with new manufacturer's recommended parts. The Contractor will provide the VA CRRC COR with an itemized listing of the parts replaced, reason for replacing, source used to obtain needed part (VA stock, Contractor stock, etc.), estimated cost to replace stock repair part as well as an estimated date when VA stock item will be replaced.
- c) If required, the Contractor shall furnish, at the Contractor's most favorable rate to the Government, parts that are necessary to maintain the Fuel Oil System.
- d) All parts which are removed and replaced shall be turned over to the VA CRRC COR. In the event that some parts may need to be returned to the manufacturer for warranty or core charge, this will be handled on a case by case basis.

9. The CRRC shall not be responsible for incidental charges, including, but not limited to, parking, tolls, mileage, phone, etc., on straight time or for overtime work.

D. Equipment

1. Above Ground Fuel Storage Tanks
 - Quantity: (2)
 - Manufacturer: Highland Tank
 - Capacity: 20,000 gallons
 - Tank #1: Work Order #74097; serial #25698; UL #D95050
 - Tank #2: Work Order #75108; serial #26414; UL #94086
 - Franklin FE Petro STP VL 2 ¾ hp pumps, (4)
 - Warden Model 709-420-01 AST Overfill Prevention Valves, (2)
 - EBW 800-207-02 AST tank vents, (4)
2. Tank Gauging and Leak Detection
 - Veeder-Root TLS-350 multi-tank CPU processor
 - Serial #J11203370005003
3. Master Control and Pump Control
 - Simplex Master Control Station; Work Order 70756-09-53/8
 - Simplex Motor Transfer Pump Control #1, #2: W.O. 70756
 - Simplex Motor Transfer Pump Control #3, #4: W.O. 73505
 - Simplex Control Panel: W.O. #70756-09-53/1
4. Fuel Conditioning
 - Simplex SFG-10C Smartfilter; W.O. #70756-09-55/6
 - Filter Element #27000601
 - Coalescer Element #27000602
5. Fuel Delivery Access Port and Fuel Delivery Controller
 - Work Order #70756 (access port)
 - Simplex AFP – 3/3 automatic fuel port controller; W.O. #70756-09-53/7
6. Day Tank Controllers
 - Simplex SRS day tank controllers (3), 500 gal. capacity; W.O. #70756-09-53/1-10
 - Simplex Base Tank Controller (1), 250 gal. capacity; W.O. #70756-09-53/5

E. Contractor Qualifications and Responsibilities

1. To be considered for this contract the prospective offeror must provide staff who are knowledgeable and have at least 3-5 years of recent (within 5 years) experience with NFPA 30 Storage of Flammable and Combustible Liquids as well as NFPA 30a Code for Motor Fuel Dispensing Facilities. Knowledge and recent (within 5 years) experience with the details of the 2012 Fire Code, section 604, Emergency and Standby Power Systems, is also required. Knowledge and at least 3-5 years of recent (within 5 years) experience with California Air Resources Board (CARB) G-70-162 Steel Tank Institute guidelines is also required for this contract.
2. The contractor shall obtain all necessary licenses, manufacturer authorizations and/or permits required to perform this work. He/she shall take all 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 him or herself, his/her employees or others, as well as for any damage to personal or public property caused by the contractor or the contractor's employees during the performance of this contract.
3. Offerors shall inspect the premises prior to submitting quotes in order to be fully aware of the scope of services required. Failure to do so will in no way relieve the successful offeror from performing in accordance with the strict intent and meaning of the specifications without additional cost to the CRRC.

4. The offeror shall have, prior to submitting his/her quote, inspected the tanks, equipment, and Veeder Root system to determine condition of equipment.
5. The offeror shall inspect each system in C.1-C.5 and applicable equipment in Section D. to establish the actual condition of each system. This requirement must be understood. No claim shall be allowed for correction of deficiencies claimed to exist prior to award of contract.
6. **The site visit is scheduled for 9/11/14 at 10:00am. The site visit is very highly recommended, no other site visit will be given.**

F. Management and Supervision

To assure fully adequate and timely completion of identified services and tasks the Contractor shall manage the total work effort associated with the services required herein. Included in the function shall be a full range of management duties including, but not limited to, planning, scheduling, report preparation, establishing and maintaining records and quality control. The Contractor shall provide an adequate staff of personnel with the necessary management and expertise to assure the performance of the work in accordance with sound and efficient management practices.

The Contractor shall provide a contract Program Manager (PM) who shall have complete authority to act for the Contractor during the term of the task order and shall be responsible for all contractual matters relating to the daily operations of this order. The name of this person, and that of a qualified alternate, who shall act for the PM when they are absent, shall be designated in writing to the COR. The Contractor Program Manager shall ensure technical staff are available to perform preventative maintenance and On-Site Scheduled maintenance services during normal business hours of the facility and Emergency Remedial Maintenance twenty four (24) hours per day, seven (7) days per week as required to meet the terms of the task order. The Contractor shall be available at all times to receive requests for information or special instructions from the COR concerning matters that affect the project.

G. Records, Reports and Acceptance of Tasks/Deliverables

The Contractor shall maintain records and prepare reports to document the implementation, progress and completion of tasks as defined in this Statement of Work. A copy of all reports shall be maintained by the Contractor's PM and a current copy must be provided to the COR. Field service reports must be provided at the time of service prior to departure from the site.

The Contractor shall document any open issues, possible problems, or any other items that could hinder the performance of the project or deliverables. Furthermore, resolutions to known problems or foreseen problems/issues shall be included in all deliverables submitted. Any determined issues that need to be addressed shall be communicated to the Government immediately for possible resolution.

Work and work schedules will be cooperative efforts between the COR and the Contractor. Unless otherwise specified, the COR will have ten (10) workdays after receipt to review and accept/reject identified deliverables. For the purpose of this Statement of Work, workdays do not include weekends and/or federal holidays unless previously agreed to by the COR.

H. Security and Privacy

The use of any information that is subject to the Privacy Act will be utilized in complete accordance with all rules of conduct as applicable to Privacy Act Information.

1. *Security Classification.* The preparation of the deliverables in this contract will be completed at a unclassified but sensitive level. All deliverables shall fall under Exemption Number Two of the FOIA and no Contractor copyright of deliverables shall be authorized. If classified, the preparation of deliverables will be accomplished at both a cleared Government facility and the Contractor's cleared facility; therefore all Contractor personnel assigned to work on this order may be subject to background investigations with high risk.

2. *Certifications Not to Disclose Information.* In addition to the requirements of this order the Contractor agrees by performing this effort that all associated personnel, both prime and subcontractor, agree not to disclose any data or information related to this effort without prior approval of the COR. This certification shall be incorporated into the Contractor's proposal and be signed by all personnel performing under this effort.

I. Contractor Assigned Personnel

The Contractor shall maintain satisfactory standards of employee competency, conduct, appearance and integrity and for taking such disciplinary action against their employees as may be necessary. Each Contractor employee is expected to adhere to standards of conduct that reflect credit on themselves, their employer, the U.S. Department of Veterans Affairs and the Federal Government. The Government reserves the right to direct the Contractor to remove an employee from the work site for failure to comply with the standards of conduct. The Contractor shall initiate immediate action to replace such an employee to maintain continuity of services at no additional cost to the Government.

The use of abusive or offensive language, flirting or sexually suggestive language or actions, any form of discrimination or sexual harassment, quarreling, intimidation by words, actions or fighting shall not be condoned. Also included is participation in disruptive activities that interfere with normal and efficient Government operations. At no additional cost to the Government and to maintain continuity of services, the Contractor shall initiate immediate action to replace such an employee.

The Contractor shall not allow any employee, while on duty, to possess, sell, consume, or be under the influence of intoxicants, drugs, or substances that produce similar effects. At no additional cost to the Government and to maintain continuity of services the Contractor shall initiate immediate action to replace such an employee.

The Contractor shall not employ or subcontract with any person on this order if such person is identified to the Contractor by the COR as a potential threat to the health, safety, security or general well-being of other personnel or the operational mission.

While on site at CRRC facility, Contractor employees, consultants, and subcontractors shall wear and display U.S. Department of Veterans Affairs supplied identification badge on their outer clothing between neck and waist unless otherwise approved by the COR for safety restrictions.

J. VA Information And Information System Security/Privacy Language For Inclusion Into Contracts

1. GENERAL

Contractors, contractor personnel, subcontractors, and subcontractor personnel shall be subject to the same Federal laws, regulations, standards, and VA Directives and Handbooks as VA and VA personnel regarding information and information system security.

2. VA INFORMATION CUSTODIAL LANGUAGE

- a) Information made available to the contractor or subcontractor by VA for the performance or administration of this contract or information developed by the contractor/subcontractor in performance or administration of the contract shall be used only for those purposes and shall not be used in any other way without the prior written agreement of the VA. This clause expressly limits the contractor/subcontractor's rights to use data as described in Rights in Data - General, FAR 52.227-14(d) (1).

- b) VA information should not be co-mingled, with any other data on the contractors/subcontractor's information systems or media storage systems in order to ensure VA requirements related to data protection and media sanitization can be met. No co-mingling requires that VA data be stored on disk drives, tape cartridges, and/or storage media that are separate from those used for non-VA data. The contractor must ensure that VA's information is returned to the VA or destroyed in accordance with VA's sanitization requirements, as specified by the COR. VA reserves the right to conduct on-site inspections of contractor and subcontractor IT resources to ensure data security controls, separation of data and job duties, and destruction/media sanitization procedures are in compliance with VA directive requirements.
- c) Prior to termination or completion of this contract, contractor/subcontractor must not destroy information received from VA, or gathered/created by the contractor in the course of performing this contract without prior written approval by the VA. When requested by the COR, any data destruction done on behalf of VA by a contractor/subcontractor must be done in accordance with National Archives and Records Administration (NARA) requirements as outlined in VA Directive 6300, *Records and Information Management* and its Handbook 6300.1 *Records Management Procedures*, applicable VA Records Control Schedules, and the latest version of VA Handbook 6500.1, *Electronic Media Sanitization*. If the COR directs the contractor/subcontractor to perform the data destruction, self-certification by the contractor/subcontractor that the data destruction requirements above have been met must be sent to the VA Contracting Officer within 30 days of termination of the contract.
- d) The contractor/subcontractor must receive, gather, store, back up, maintain, use, disclose and dispose of VA information only in compliance with the terms of the contract and applicable Federal and VA information confidentiality and security laws, regulations and policies. If Federal or VA information confidentiality and security laws, regulations and policies become applicable to the VA information or information systems after execution of the contract, or if NIST issues or updates applicable FIPS or Special Publications (SP) after execution of this contract, the parties agree to negotiate in good faith to implement the information confidentiality and security laws, regulations and policies in this contract.
- e) The contractor/subcontractor shall not make copies of VA information except as authorized and necessary to perform the terms of the agreement or to preserve electronic information stored on contractor/subcontractor electronic storage media for restoration in case any electronic equipment or data used by the contractor/subcontractor needs to be restored to an operating state. If copies are made for restoration purposes, after the restoration is complete, the copies must be appropriately destroyed.
- f) If VA determines that the contractor has violated any of the information confidentiality, privacy, and security provisions of the contract, it shall be sufficient grounds for VA to withhold payment to the contractor or third party or terminate the contract for default or terminate for cause under Federal Acquisition Regulation (FAR) part 12.
- g) If a VHA contract is terminated for cause, the associated BAA must also be terminated and appropriate actions taken in accordance with VHA Handbook 1600.01, *Business Associate Agreements*. Absent an agreement to use or disclose protected health information, there is no business associate relationship.
- h) The contractor/subcontractor must store, transport, or transmit VA sensitive information in an encrypted form, using VA-approved encryption tools that are, at a minimum, FIPS 140-2 validated.

- i) The contractor/subcontractor's firewall and Web services security controls, if applicable, shall meet or exceed VA's minimum requirements. VA Configuration Guidelines are available upon request.
- j) Except for uses and disclosures of VA information authorized by this contract for performance of the contract, the contractor/subcontractor may use and disclose VA information only in two other situations: (i) in response to a qualifying order of a court of competent jurisdiction, or (ii) with VA's prior written approval. The contractor/subcontractor must refer all requests for, demands for production of, or inquiries about, VA information and information systems to the VA contracting officer for response.
- k) Notwithstanding the provision above, the contractor/subcontractor shall not release VA records protected by Title 38 U.S.C. 5705, confidentiality of medical quality assurance records and/or Title 38 U.S.C. 7332, confidentiality of certain health records pertaining to drug addiction, sickle cell anemia, alcoholism or alcohol abuse, or infection with human immunodeficiency virus. If the contractor/subcontractor is in receipt of a court order or other requests for the above mentioned information, that contractor/subcontractor shall immediately refer such court orders or other requests to the VA contracting officer for response. For service that involves the storage, generating, transmitting, or exchanging of VA sensitive information but does not require C&A or an MOU-ISA for system interconnection, the contractor/subcontractor must complete a Contractor Security Control Assessment (CSCA) on a yearly basis and provide it to the COR.

3. SECURITY INCIDENT INVESTIGATION

- a) The term "security incident" means an event that has, or could have, resulted in unauthorized access to, loss or damage to VA assets, or sensitive information, or an action that breaches VA security procedures. The contractor/subcontractor shall immediately notify via email the COR and simultaneously, the designated ISO and Privacy Officer for the contract of any known or suspected security/privacy incidents, or any unauthorized disclosure of sensitive information, including that contained in system(s) to which the contractor/subcontractor has access.
- b) To the extent known by the contractor/subcontractor, the contractor/subcontractor's notice to VA shall identify the information involved, the circumstances surrounding the incident (including to whom, how, when, and where the VA information or assets were placed at risk or compromised), and any other information that the contractor/subcontractor considers relevant.
- c) With respect to unsecured protected health information, the business associate is deemed to have discovered a data breach when the business associate knew or should have known of a breach of such information. Upon discovery, the business associate must notify the covered entity of the breach. Notifications need to be made in accordance with the executed business associate agreement.
- d) In instances of theft or break-in or other criminal activity, the contractor/subcontractor must concurrently report the incident to the appropriate law enforcement entity (or entities) of jurisdiction, including the VA OIG and Security and Law Enforcement. The contractor, its employees, and its subcontractors and their employees shall cooperate with VA and any law enforcement authority responsible for the investigation and prosecution of any possible criminal law violation(s) associated with any incident. The contractor/subcontractor shall cooperate with VA in any civil litigation to recover VA information, obtain monetary or other compensation from a third party for damages arising from any incident, or obtain injunctive relief against any third party arising from, or related to, the incident.

4. LIQUIDATED DAMAGES FOR DATA BREACH

- a) Consistent with the requirements of 38 U.S.C. §5725, a contract may require access to sensitive personal information. If so, the contractor is liable to VA for liquidated damages in the event of a data breach or privacy incident involving any SPI the contractor/subcontractor processes or maintains under this contract.
- b) The contractor/subcontractor shall provide notice to VA of a “security incident” as set forth in the Security Incident Investigation section above. Upon such notification, VA must secure from a non-Department entity or the VA Office of Inspector General an independent risk analysis of the data breach to determine the level of risk associated with the data breach for the potential misuse of any sensitive personal information involved in the data breach. The term 'data breach' means the loss, theft, or other unauthorized access, or any access other than that incidental to the scope of employment, to data containing sensitive personal information, in electronic or printed form, that results in the potential compromise of the confidentiality or integrity of the data. Contractor shall fully cooperate with the entity performing the risk analysis. Failure to cooperate may be deemed a material breach and grounds for contract termination.
- c) Each risk analysis shall address all relevant information concerning the data breach, including the following:
 - (1) Nature of the event (loss, theft, unauthorized access);
 - (2) Description of the event, including:
 - a. date of occurrence;
 - b. data elements involved, including any PII, such as full name, social security number, date of birth, home address, account number, disability code;
 - (3) Number of individuals affected or potentially affected;
 - (4) Names of individuals or groups affected or potentially affected;
 - (5) Ease of logical data access to the lost, stolen or improperly accessed data in light of the degree of protection for the data, e.g., unencrypted, plain text;
 - (6) Amount of time the data has been out of VA control;
 - (7) The likelihood that the sensitive personal information will or has been compromised (made accessible to and usable by unauthorized persons);
 - (8) Known misuses of data containing sensitive personal information, if any;
 - (9) Assessment of the potential harm to the affected individuals;
 - (10) Data breach analysis as outlined in the latest version of 6500.2 Handbook, Management of Security and Privacy Incidents, as appropriate; and
 - (11) Whether credit protection services may assist record subjects in avoiding or mitigating the results of identity theft based on the sensitive personal information that may have been compromised.
- d) Based on the determinations of the independent risk analysis, the contractor shall be responsible for paying to the VA liquidated damages in the amount of \$37.50 per affected individual to cover the cost of providing credit protection services to affected individuals consisting of the following:

- (1) Notification;
- (2) One year of credit monitoring services consisting of automatic daily monitoring of at least 3 relevant credit bureau reports;
- (3) Data breach analysis;
- (4) Fraud resolution services, including writing dispute letters, initiating fraud alerts and credit freezes, to assist affected individuals to bring matters to resolution;
- (5) One year of identity theft insurance with \$20,000.00 coverage at \$0 deductible; and
- (6) Necessary legal expenses the subjects may incur to repair falsified or damaged credit records, histories, or financial affairs.

5. SECURITY CONTROLS COMPLIANCE TESTING

On a periodic basis, VA, including the Office of Inspector General, reserves the right to evaluate any or all of the security controls and privacy practices implemented by the contractor under the clauses contained within the contract. With 10 working-day's notice, at the request of the government, the contractor must fully cooperate and assist in a government-sponsored security controls assessment at each location wherein VA information is processed or stored, or information systems are developed, operated, maintained, or used on behalf of VA, including those initiated by the Office of Inspector General. The government may conduct a security control assessment on shorter notice (to include unannounced assessments) as determined by VA in the event of a security incident or at any other time.

SECTION C - CONTRACT CLAUSES

<u>FAR Number</u>	<u>Title</u>	<u>Date</u>
52.212-4	CONTRACT TERMS AND CONDITIONS—COMMERCIAL ITEMS	MAY 2014

C.1 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS—COMMERCIAL ITEMS (JUN 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) 52.222-50, 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) (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) 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).
- (11) 52.219-3, Notice of HUBZone Set-Aside or Sole Source Award (NOV 2011) (15 U.S.C. 657a).
- (12) 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).
- (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 (MAY 2014) (15 U.S.C. 637(d)(2) and (3)).
- (17)(i) 52.219-9, Small Business Subcontracting Plan (Jul 2013) (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.
- (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)(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.
- (22) 52.219-25, Small Disadvantaged Business Participation Program—Disadvantaged Status and Reporting (Jul 2013) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- (23) 52.219-26, Small Disadvantaged Business Participation Program—Incentive Subcontracting (Oct 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

- (24) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (NOV 2011) (15 U.S.C. 657f).
- (25) 52.219-28, Post Award Small Business Program Rerepresentation (Jul 2013) (15 U.S.C 632(a)(2)).
- (26) 52.219-29, Notice of Set-Aside for Economically Disadvantaged Women-Owned Small Business (EDWOSB) Concerns (Jul 2013) (15 U.S.C. 637(m)).
- (27) 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)).
- (28) 52.222-3, Convict Labor (June 2003) (E.O. 11755).
- (29) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (JAN 2014) (E.O. 13126).
- (30) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).
- (31) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).
- (32) 52.222-35, Equal Opportunity for Veterans (SEP 2010) (38 U.S.C. 4212).
- (33) 52.222-36, Affirmative Action for Workers with Disabilities (Oct 2010) (29 U.S.C. 793).
- (34) 52.222-37, Employment Reports on Veterans (SEP 2010) (38 U.S.C. 4212).
- (35) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496).
- (36) 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.)
- (37)(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.)
- (38)(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.
- (39)(i) 52.223-14, Acquisition of EPEAT®-Registered Televisions (JUN 2014) (E.O.s 13423 and 13514).
- (ii) Alternate I (JUN 2014) of 52.223-14.
- (40) 52.223-15, Energy Efficiency in Energy-Consuming Products (DEC 2007)(42 U.S.C. 8259b).
- (41)(i) 52.223-16, Acquisition of EPEAT®-Registered Personal Computer Products (JUN 2014) (E.O.s 13423 and 13514).

- (ii) Alternate I (JUN 2014) of 52.223-16.
- (42) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (AUG 2011)
- (43) 52.225-1, Buy American—Supplies (MAY 2014) (41 U.S.C. chapter 83).
- (44)(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.
- (45) 52.225-5, Trade Agreements (NOV 2013) (19 U.S.C. 2501, *et seq.*, 19 U.S.C. 3301 note).
- (46) 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).
- (47) 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).
- (48) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).
- (49) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).
- (50) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).
- (51) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).
- (52) 52.232-33, Payment by Electronic Funds Transfer—System for Award Management (Jul 2013) (31 U.S.C. 3332).
- (53) 52.232-34, Payment by Electronic Funds Transfer—Other than System for Award Management (Jul 2013) (31 U.S.C. 3332).
- (54) 52.232-36, Payment by Third Party (MAY 2014) (31 U.S.C. 3332).
- (55) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).
- (56)(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	Monetary Wage-Fringe Benefits
Environmental Technician	\$27.41

(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)).

(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 (MAY 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 (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 Labor Standards (MAY 2014) (41 U.S.C. chapter 67).

(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 Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment—Requirements (MAY 2014) (41 U.S.C. chapter 67).

(xi) 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).

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

(xiii) 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).

(xiv) 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.

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

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

(End of Clause)

C.2 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 5 days.

(End of Clause)

C.3 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 5 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 60 months.

(End of Clause)

C.4 52.228-5 INSURANCE—WORK ON A GOVERNMENT INSTALLATION (JAN 1997)

(a) The Contractor shall, at its own expense, provide and maintain during the entire performance of this contract, at least the kinds and minimum amounts of insurance required in the Schedule or elsewhere in the contract.

(b) Before commencing work under this contract, the Contractor shall notify the Contracting Officer in writing that the required insurance has been obtained. The policies evidencing required insurance shall contain an endorsement to the effect that any cancellation or any material change adversely affecting the Government's interest shall not be effective—

(1) For such period as the laws of the State in which this contract is to be performed prescribe; or

(2) Until 30 days after the insurer or the Contractor gives written notice to the Contracting Officer, whichever period is longer.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in subcontracts under this contract that require work on a Government installation and shall require subcontractors to provide and maintain the insurance required in the Schedule or elsewhere in the contract. The Contractor shall maintain a copy of all subcontractors' proofs of required insurance, and shall make copies available to the Contracting Officer upon request.

(End of Clause)

C.5 52.232-33 PAYMENT BY ELECTRONIC FUNDS TRANSFER—SYSTEM FOR AWARD MANAGEMENT (JUL 2013)

(a) Method of payment. (1) All payments by the Government under this contract shall be made by electronic funds transfer (EFT), except as provided in paragraph (a)(2) of this clause. As used in this clause, the term "EFT" refers to the funds transfer and may also include the payment information transfer.

(2) In the event the Government is unable to release one or more payments by EFT, the Contractor agrees to either—

(i) Accept payment by check or some other mutually agreeable method of payment; or

(ii) Request the Government to extend the payment due date until such time as the Government can make payment by EFT (but see paragraph (d) of this clause).

(b) *Contractor's EFT information.* The Government shall make payment to the Contractor using the EFT information contained in the System for Award Management (SAM) database. In the event that the EFT information changes, the Contractor shall be responsible for providing the updated information to the SAM database.

(c) *Mechanisms for EFT payment.* The Government may make payment by EFT through either the Automated Clearing House (ACH) network, subject to the rules of the National Automated Clearing House Association, or the Fedwire Transfer System. The rules governing Federal payments through the ACH are contained in 31 CFR part 210.

(d) *Suspension of payment.* If the Contractor's EFT information in the SAM database is incorrect, then the Government need not make payment to the Contractor under this contract until correct EFT information is entered into the SAM database; and any invoice or contract financing request shall be deemed not to be a proper invoice for the purpose of prompt payment under this contract. The prompt payment terms of the contract regarding notice of an improper invoice and delays in accrual of interest penalties apply.

(e) Liability for uncompleted or erroneous transfers. (1) If an uncompleted or erroneous transfer occurs because the Government used the Contractor's EFT information incorrectly, the Government remains responsible for—

(i) Making a correct payment;

(ii) Paying any prompt payment penalty due; and

(iii) Recovering any erroneously directed funds.

(2) If an uncompleted or erroneous transfer occurs because the Contractor's EFT information was incorrect, or was revised within 30 days of Government release of the EFT payment transaction instruction to the Federal Reserve System, and—

(i) If the funds are no longer under the control of the payment office, the Government is deemed to have made payment and the Contractor is responsible for recovery of any erroneously directed funds; or

(ii) If the funds remain under the control of the payment office, the Government shall not make payment, and the provisions of paragraph (d) of this clause shall apply.

(f) *EFT and prompt payment.* A payment shall be deemed to have been made in a timely manner in accordance with the prompt payment terms of this contract if, in the EFT payment transaction instruction released to the Federal Reserve System, the date specified for settlement of the payment is on or before the prompt payment due date, provided the specified payment date is a valid date under the rules of the Federal Reserve System.

(g) *EFT and assignment of claims.* If the Contractor assigns the proceeds of this contract as provided for in the assignment of claims terms of this contract, the Contractor shall require as a condition of any such assignment, that the assignee shall register separately in the SAM database and shall be paid by EFT in accordance with the terms of this clause. Notwithstanding any other requirement of this contract, payment to an ultimate recipient other than the Contractor, or a financial institution properly recognized under an assignment of claims pursuant to subpart 32.8, is not permitted. In all respects, the requirements of this clause shall apply to the assignee as if it were the Contractor. EFT information that shows the ultimate recipient of the transfer to be other than the Contractor, in the absence of a proper assignment of claims acceptable to the Government, is incorrect EFT information within the meaning of paragraph (d) of this clause.

(h) *Liability for change of EFT information by financial agent.* The Government is not liable for errors resulting from changes to EFT information made by the Contractor's financial agent.

(i) *Payment information.* The payment or disbursing office shall forward to the Contractor available payment information that is suitable for transmission as of the date of release of the EFT instruction to the Federal Reserve System. The Government may request the Contractor to designate a desired format and method(s) for delivery of payment information from a list of formats and methods the payment office is capable of executing. However, the Government does not guarantee that any particular format or method of delivery is available at any particular payment office and retains the latitude to use the format and delivery method most convenient to the Government. If the Government makes payment by check in accordance with paragraph (a) of this clause, the Government shall mail the payment information to the remittance address contained in the SAM database.

(End of Clause)

C.6 52.232-40 PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS (DEC 2013)

(a) Upon receipt of accelerated payments from the Government, the Contractor shall make accelerated payments to its small business subcontractors under this contract, to the maximum extent practicable and prior to when such payment is otherwise required under the applicable contract or subcontract, after receipt of a proper invoice and all other required documentation from the small business subcontractor.

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

(c) Include the substance of this clause, including this paragraph (c), in all subcontracts with small business concerns, including subcontracts with small business concerns for the acquisition of commercial items.

(End of Clause)

C.7 52.233-1 DISPUTES (MAY 2014) ALTERNATE I (DEC 1991)

(a) This contract is subject to 41 U.S.C. chapter 71, Contract Disputes.

(b) Except as provided in 41 U.S.C. chapter 71, all disputes arising under or related to this contract shall be resolved under this clause.

(c) "Claim," as used in this clause, means a written demand or written assertion by one of the contracting parties seeking, as a matter of right, the payment of money in a sum certain, the adjustment or interpretation of contract terms, or other relief arising under or relating to this contract. However, a written demand or written assertion by the Contractor seeking the payment of money exceeding \$100,000 is not a claim under 41 U.S.C. chapter 71 until certified. A voucher, invoice, or other routine request for payment that is not in dispute when submitted is not a claim under 41 U.S.C. chapter 71. The submission may be converted to a claim under 41 U.S.C. chapter 71, by complying with the submission and certification requirements of this clause, if it is disputed either as to liability or amount or is not acted upon in a reasonable time.

(d)(1) A claim by the Contractor shall be made in writing and, unless otherwise stated in this contract, submitted within 6 years after accrual of the claim to the Contracting Officer for a written decision. A claim by the Government against the Contractor shall be subject to a written decision by the Contracting Officer.

(2)(i) The Contractor shall provide the certification specified in paragraph (d)(2)(iii) of this clause when submitting any claim exceeding \$100,000.

(ii) The certification requirement does not apply to issues in controversy that have not been submitted as all or part of a claim.

(iii) The certification shall state as follows: "I certify that the claim is made in good faith; that the supporting data are accurate and complete to the best of my knowledge and belief; that the amount requested accurately reflects the contract adjustment for which the Contractor believes the Government is liable; and that I am authorized to certify the claim on behalf of the Contractor."

(3) The certification may be executed by any person authorized to bind the Contractor with respect to the claim.

(e) For Contractor claims of \$100,000 or less, the contracting Officer must, if requested in writing by the Contractor, render a decision within 60 days of the request. For Contractor-certified claims over \$100,000, the Contracting Officer must, within 60 days, decide the claim or notify the Contractor of the date by which the decision will be made.

(f) The Contracting Officer's decision shall be final unless the contractor appeals or files a suit as provided in 41 U.S.C. chapter 71.

(g) If the claim by the Contractor is submitted to the Contracting Officer or a claim by the Government is presented to the Contractor, the parties, by mutual consent, may agree to use alternative dispute resolution (ADR). If the Contractor refuses an offer for ADR, the Contractor shall inform the Contracting Officer, in writing, of the Contractor's specific reasons for rejecting the offer.

(h) The Government shall pay interest on the amount found due and unpaid from (1) the date that the Contracting Officer receives the claim (certified, if required); or (2) the date that payment otherwise would be due, if that date is later, until the date of payment. With regard to claims having defective certifications, as defined in (FAR) 48 CFR 33.201, interest shall be paid from the date that the Contracting Officer initially receives the claim. Simple interest on claims shall be paid at the rate, fixed by the Secretary of the Treasury as provided in the ACT, which is applicable to the period during which the Contracting Officer receives the claim

and then at the rate applicable for each 6-month period as fixed by the Treasury Secretary during the pendency of the claim.

(i) The Contractor shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under or relating to the contract, and comply with any decision of the Contracting Officer.

(End of Clause)

C.8 VAAR 852.203-70 COMMERCIAL ADVERTISING (JAN 2008)

The bidder or offeror agrees that if a contract is awarded to him/her, as a result of this solicitation, he/she will not advertise the award of the contract in his/her commercial advertising in such a manner as to state or imply that the Department of Veterans Affairs endorses a product, project or commercial line of endeavor.

(End of Clause)

C.9 VAAR 852.203-71 DISPLAY OF DEPARTMENT OF VETERAN AFFAIRS HOTLINE POSTER (DEC 1992)

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

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

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

(End of Clause)

C.10 VAAR 852.215-71 EVALUATION FACTOR COMMITMENTS (DEC 2009)

The offeror agrees, if awarded a contract, to use the service-disabled veteran-owned small businesses or veteran-owned small businesses proposed as subcontractors in accordance with 852.215-70, Service-Disabled Veteran-Owned and Veteran-Owned Small Business Evaluation Factors, or to substitute one or more service-disabled veteran-owned small businesses or veteran-owned small businesses for subcontract work of the same or similar value.

(End of Clause)

C.11 VAAR 852.232-72 ELECTRONIC SUBMISSION OF PAYMENT REQUESTS (NOV 2012)

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

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

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

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

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

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

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

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

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

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

(2) Any system that conforms to the X12 electronic data interchange (EDI) formats established by the Accredited Standards Center (ASC) and chartered by the American National Standards Institute (ANSI). The X12 EDI Web site (<http://www.x12.org>) includes additional information on EDI 810 and 811 formats.

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

(e) *Exceptions.* If, based on one of the circumstances below, the contracting officer directs that payment requests be made by mail, the contractor shall submit payment requests by mail through the United States Postal Service to the designated agency office. Submission of payment requests by mail may be required for:

(1) Awards made to foreign vendors for work performed outside the United States;

(2) Classified contracts or purchases when electronic submission and processing of payment requests could compromise the safeguarding of classified or privacy information;

(3) Contracts awarded by contracting officers in the conduct of emergency operations, such as responses to national emergencies;

(4) Solicitations or contracts in which the designated agency office is a VA entity other than the VA Financial Services Center in Austin, Texas; or

(5) Solicitations or contracts in which the VA designated agency office does not have electronic invoicing capability as described above.

(End of Clause)

C.12 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 West Virginia. Further, it is agreed that any negligence of the Government, its officers, agents, servants and employees, shall not be the responsibility of the contractor hereunder with the regard to any claims, loss, damage, injury, and liability resulting there from.

(End of Clause)

C.13 VAAR 852.252-70 SOLICITATION PROVISIONS OR CLAUSES INCORPORATED BY REFERENCE (JAN 2008)

The following provisions or clauses incorporated by reference in this solicitation must be completed by the offeror or prospective contractor and submitted with the quotation or offer. Copies of these provisions or clauses are available on the Internet at the Web sites provided in the provision at FAR 52.252-1, Solicitation Provisions Incorporated by Reference, or the clause at FAR 52.252-2, Clauses Incorporated by Reference. Copies may also be obtained from the contracting officer.

[None]

(End of Provision)

C.14 VAAR 852.270-1 REPRESENTATIVES OF CONTRACTING OFFICERS (JAN 2008)

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

(End of Provision)

SECTION D - CONTRACT DOCUMENTS, EXHIBITS, OR ATTACHMENTS

Attachment A - Past Performance Questionnaire (PPQ)

ATTACHMENT A - PAST PERFORMANCE QUESTIONNAIRE

ATTACHMENT A

Department of Veterans Affairs: VA119A-14-Q-0450

E-MAIL

TO: LeAnna Stith, Contract Specialist **AGENCY:** Department of Veterans Affairs (VA)

PHONE: 240-772-3476 **E-MAIL:** leanna.stith@va.gov

INFORMATION REQUEST: PAST PERFORMANCE

This office is currently in the process of awarding a competitive service contract. [CONTRACTOR NAME] has provided your name and organization as a reference regarding [CONTRACTOR NAME]'s record of past performance under Contract No. [CONTRACT NO.].

PAST PERFORMANCE QUESTIONNAIRE

Offeror's Name: _____

Name of Person Completing the Evaluation: _____

Telephone: _____ E-mail: _____

Title: _____

Company/Organization: _____

Please rate the offeror in each of the following areas. Note: there is room for comments where you deem remarks would be helpful to our evaluation.

- Not Applicable: N/A
- 1: Performance clearly below the contract performance standard or requirement
- 2: Performance occasionally does not meet minimum contract performance standard or requirement
- 3: Performance that meets the minimum contract performance standard or requirement
- 4: Performance that meets and occasionally exceeds the contract performance standard or requirement
- 5: Performance that almost always exceeds the contract performance standard or requirement

1. Overall quality/satisfaction	N/A <input type="checkbox"/>	1 <input type="checkbox"/>	2 <input type="checkbox"/>	3 <input type="checkbox"/>	4 <input type="checkbox"/>	5 <input type="checkbox"/>
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Overall satisfaction with the offeror's performance. Would you (the reference) choose to work with this offeror again?

2. Delivery performance	N/A <input type="checkbox"/>	1 <input type="checkbox"/>	2 <input type="checkbox"/>	3 <input type="checkbox"/>	4 <input type="checkbox"/>	5 <input type="checkbox"/>
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Delivery performance includes delivery consistency, on time performance, and flexibility in responding to emerging issues and implementing required solutions.

3. Satisfaction with the quality of service delivered	N/A <input type="checkbox"/>	1 <input type="checkbox"/>	2 <input type="checkbox"/>	3 <input type="checkbox"/>	4 <input type="checkbox"/>	5 <input type="checkbox"/>
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Rate the effectiveness and applicability of the plans and strategies delivered and the actual implementation of those.

4. Satisfaction with problem resolution	N/A <input type="checkbox"/>	1 <input type="checkbox"/>	2 <input type="checkbox"/>	3 <input type="checkbox"/>	4 <input type="checkbox"/>	5 <input type="checkbox"/>
------------------------------------------------	------------------------------	----------------------------	----------------------------	----------------------------	----------------------------	----------------------------

This includes the offeror's ability to solve problems, the speed in which they handle problems, and their effective delivery of resolutions.

5. Satisfaction with the quality of contractor personnel	N/A <input type="checkbox"/>	1 <input type="checkbox"/>	2 <input type="checkbox"/>	3 <input type="checkbox"/>	4 <input type="checkbox"/>	5 <input type="checkbox"/>
-----------------------------------------------------------------	------------------------------	----------------------------	----------------------------	----------------------------	----------------------------	----------------------------

Rate the quality of the contractor's staff in executing the project work scope.

6. Have you issued a cure notice, show cause notice, suspension of progress payments or other letters directing the correction of a performance problem in the past 3 years?
 Yes No If Yes, please explain.
7. Have you terminated this contractor for default within the past 3 years, or are there any pending termination actions? Yes No If Yes, please explain.
8. Based on the offeror's overall performance, would you award them another contract?
 Yes No If No, please explain.
9. Have you discussed any adverse past performance problems with the Offeror and given them an opportunity to comment? Yes No Please explain.
10. Do you file past performance information in a database that the Contracting Officer may search? Yes
 No Please explain.
11. If the contract had options, were those options exercised? Yes No If No, please explain.
12. What was the contract period of performance (i.e., when were services provided)?
13. What was the dollar value of the contract performed by the offeror?
14. Provide a brief description of the services provided by the offeror for this contract.

Please attach any past performance database reports or other material you deem appropriate to a full understanding of the Offeror's past performance by the evaluator.

ATTACHMENT B – WAGE DETERMINATION

See attached document: WD 2005-3017 rev14.

SECTION E - SOLICITATION PROVISIONS

<u>FAR Number</u>	<u>Title</u>	<u>Date</u>
52.212-1	INSTRUCTIONS TO OFFERORS—COMMERCIAL ITEMS	APR 2014

E.1 ADDENDUM TO 52.212-1 INSTRUCTIONS TO OFFERORS—COMMERCIAL ITEMS (APR 2014)

Provisions 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 provisions are incorporated into 52.212-1 as an addendum to this solicitation:

A. QUOTE SUBMISSION**1. INTRODUCTION**

- (a) A site visit will be conducted for all potential offerors on September 11, 2014 at 10:00 AM EST (Eastern Standard Time) at the CRRC at 221 Butler Avenue Bldg 511 Martinsburg, WV 25405. The site visit POC is Michael.Boynton@va.gov 304-262-5294. Contractors planning to attend the site visit shall send an email to LeAnna.Stith@va.gov to sign up for the site visit, including the names of each attendee (2 maximum). **It is highly recommended that all interested Contractor(s) attend this site visit.** Please note, picture identification such as a driver's license will be required. No cameras or computers will be allowed. All questions will be submitted via email to LeAnna.Stith@va.gov.
- (b) QUESTIONS – If the Offeror has questions, concerns, or requests clarification of any aspect of this solicitation, these must be submitted via electronic mail to the following email address: LeAnna.Stith@va.gov. The Offeror shall include the company name in the subject line of the email and the following text: Fuel Oil Preventative Maintenance RFQ Comments/Questions. All questions and/or comments should reference the solicitation number, solicitation page number, and paragraph number or identifier that pertains to the question. Questions received without this information may not be answered. It is required that all questions be received no later than September 12, 2014 at 12:00PM EST, to allow the Contracting Officer adequate time to prepare and issue responses so the Offerors can use the information in preparing their quotes. Acknowledgment of receipt of questions will not be made. Communications deemed necessary or important to understand or respond to the solicitation will be issued electronically through an amendment.
- (c) The Vendor's quote shall be submitted to the Contracting Officer (Selena.Robinson@va.gov) and Contract Specialist (LeAnna.Stith@va.gov) via e-mail not later than the date and time listed in the solicitation. Files shall not contain classified data.

The Vendor's quote shall consist of three separate volumes as listed below:

Volume I: Technical Approach

Volume II: Past Performance

Volume III: Socioeconomic Considerations

Volume IV: Price

The use of hyperlinks in quotes is prohibited.

The vendor agrees to hold the prices in its offer firm for minimum of 120 calendar days from the date specified for receipt of offers.

2. GENERAL INFORMATION

- a. Format: The submission shall be clearly indexed and logically assembled.
- i. Each volume shall be clearly identified and shall begin at the top of a page. All pages of each volume shall be appropriately numbered and identified by the complete company name, date, and solicitation number in the header and/or footer.
- ii. Quote page limitations are applicable to this procurement.
- iii. The table below indicates the applicable maximum page count for each volume of the Vendor's quote.
- iv. All files shall be submitted as either Microsoft (MS) Excel (.xls) file, Acrobat Portable Document Format (.pdf) file, MS Word (.doc), or as compatible as indicated in the table.
- v. Page size shall be no greater than 8 1/2" x 11". The top, bottom, left, and right margins shall be a minimum of one (1) inch each.
- vi. Font size shall be no smaller than 12-point. Arial or Times New Roman fonts are required. Characters shall be set at no less than normal spacing and 100% scale.
- vii. Tables and illustrations may use a reduced font size no smaller than eight (8)-point and may be landscape.
- viii. Line spacing shall be set at no less than single space.
- ix. Each paragraph shall be separated by at least one blank line.
- x. Page numbers, company logos, and headers and footers may be within the page margins only and are not bound by the 12-point font requirement.
- xi. Footnotes to text shall not be added.
- xii. If the Vendor submits annexes, documentation, attachments or the like, not specifically required by this solicitation, such will count against the Vendor's page limitations unless otherwise indicated in the specific volume instructions below.
- xiii. Pages in violation of these instructions, either by exceeding the margin, font, or spacing restrictions or by exceeding the total page limit for a particular volume, will not be evaluated.
- xiv. The page count will be determined by counting the pages in the order they appear in the print layout view.
 - b. File Packaging: All of the quote files may be compressed (zipped) into one (1) file entitled "quote.zip" using WinZip version 6.2 or later, or the quote files may be submitted individually.
 - c. Content Requirements: All information shall be confined to the appropriate file. The Vendor shall confine submissions to essential matters, sufficient to define the quote, and provide an adequate basis for evaluation. Vendors are responsible for including sufficient details, in a concise manner, to

permit a complete and accurate evaluation of each quote. The titles and page limit requirements for each file are shown in the table below:

Volume	Factor	File Name	Page Limitations
Volume I	Technical	Tech.doc/pdf	15 pages
Volume II	Past Performance	Past Perf.doc/pdf	10 page narrative, (references will provide the questionnaires directly to the Government)
Volume III	Socioeconomic Considerations	Socioecon.doc/pdf	2 pages
Volume III	Price	Price.xls/pdf/doc	none

Those pages that exceed the page counts for each volume or attachment will not be evaluated. The cover page, table of contents, and/or a glossary of abbreviations or acronyms will not be included in the page count of the Technical Volume.

3. Volume I – Technical Approach Instructions

- a. Under no circumstances shall any pricing be included in the Technical Approach.
- b. Resumes submitted should not exceed two pages each and do not count towards the 15 page technical volume.

4. Volume II – Past Performance Factor Instructions

- a. The Offeror's shall initiate the Past Performance Questionnaires (PPQ) for each of the three (3) Project Summaries selected. The Offeror shall request that the owner's representative most knowledgeable of the project complete the form and have that individual submit the PPQ directly to: Strategic Acquisition Center – Frederick -, ATTN: Ms. LeAnna Stith. Completed questionnaires can be emailed to LeAnna.Stith@va.gov. Offeror's are responsible for ensuring that the telephone numbers provided for the owner's representative indicated on each Project Summary are accurate and that the representative is aware that SAC-F representatives may be contacting them regarding the questionnaire and the Offeror's past performance.
- b. PPQs shall be received by the date and time quotes are due. SAC-F is not responsible for PPQs that are not received for any reason, however the Government reserves the right to contact PPQ references and to consult other sources for past performance information, such as PPIRS, CPARS, etc.

5. Volume III – Socioeconomic Considerations

- a. Offerors must state in their quotes the names of the SDVOSBs and VOSBs, if any, with whom they intend to subcontract and provide a brief description of the proposed subcontracts and the

approximate dollar values of the proposed subcontracts. In addition, the proposed subcontractors must be registered and verified in the VetBiz.gov VIP database.

- b. If applicable, the offeror must provide with its quote a copy of a signed letter issued by the VA Office of Small and Disadvantaged Business Utilization approving the offeror's Mentor-Protégé Agreement.

6. Volume IV – Price

Administration/Price proposals shall include signed SF1449 and Acknowledgement of all amendments. For price proposals, vendors shall fill in the price for each line item in Section B.2 Price/Cost Schedule.

(End of addendum to 52.212-1)

E.2 VAAR 852.273-70 LATE OFFERS (JAN 2003)

This provision replaces paragraph (f) of FAR provision 52.212-1. Offers or modifications of offers received after the time set forth in a request for quotations or request for proposals may be considered, at the discretion of the contracting officer, if determined to be in the best interest of the Government. Late bids submitted in response to an invitation for bid (IFB) will not be considered.

(End of Provision)

E.3 52.212-2 EVALUATION—COMMERCIAL ITEMS (JAN 1999)

(a) The Government will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the Government, price and other factors considered. The following factors shall be used to evaluate offers:

- Technical
- Past Performance
- Socioeconomic Consideration
- Price

Technical and past performance, when combined, are more important than price..

(b) *Options*. The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. The Government may determine that an offer is unacceptable if the option prices are significantly unbalanced. Evaluation of options shall not obligate the Government to exercise the option(s).

(c) A written notice of award or acceptance of an offer, mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer, shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.

(End of Provision)

E.4 ADDENDUM to FAR 52.212-2 EVALUATION--COMMERCIAL ITEMS

A. BASIS FOR AWARD

The VA, Strategic Acquisition Center – Frederick (SAC-F), is issuing this Request for Quotations (RFQ) to solicit vendors for the purpose of entering into a single Firm Fixed Price contract.

This requirement will be conducted in accordance with FAR 12, Acquisition of Commercial Items and FAR 13.5, Test Program for Certain Commercial Items. The award resulting from this solicitation will be made based on best value tradeoff, the overall quote that is determined to be the most beneficial to the Government. The following factors, listed in descending order of importance, will be used to evaluate offers: Technical Approach, Past Performance, Socioeconomic Considerations, and Price. In the event that two or more Vendors are considered essentially equivalent based on non-price factors, award may be made to the lower priced Vendor. Conversely, it should be noted that award may be made to other than the lowest priced Vendor, if the Government determines that a price premium is warranted due to merits of one or more of the non-price factors.

FACTORS TO BE EVALUATED

- Factor I: Technical Approach
- Factor II: Past Performance
- Factor III: Socioeconomic Considerations
- Factor IV: Price

B. ACQUISITION APPROACH

This will be a Firm Fixed Price (FFP) contract for services for a base and four 12-month option years.

C. EVALUATION APPROACH

Contents of the written quotes will be evaluated to determine the degree and extent to which the requirements set forth in the RFQ and SOW are satisfied. The Government will use an adjectival rating scale for Factor 1. Factor 2 will be rated for currency, relevancy, and risk. Factor 3 will be rated for credit.. The Government intends to evaluate offers and award a contract without discussions with offerors. Therefore, the offeror's initial offer should contain the offeror's best terms from a price and technical standpoint. However, the Government reserves the right to conduct discussions if later determined by the Contracting Officer to be necessary. The Government may reject any or all offers if such action is in the public interest; and waive informalities and minor irregularities in offers received.

FAR 13.106-2(b)(1) allows the use of parts of FAR 14 or 15. In the event the Government decides to hold discussions, the Contracting Officer may establish a competitive range comprised of all of the most highly rated proposals, unless the range is further reduced for reasons of efficiency. Pursuant to FAR 52.215-1 (f)(4), the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals.

The following factors shall be used to evaluate offers:

FACTOR I: TECHNICAL APPROACH EVALUATION

The Government will evaluate the vendor's quotes based on the:

1. Understanding of the Requirement - The quote will be evaluated to determine the extent to which it demonstrates a clear technical understanding of the goals and objectives of this acquisition to include understanding of the VA's requirements and evidence of, and prior experience with, specific methodologies and techniques to be applied to completing each task presented in the SOW. The quote will also be evaluated based on the vendors' identification and assessment of possible risks and proposed approach to mitigate the identified risks. The quote will be evaluated strictly in accordance with its written content. A quote which merely restates the requirement or states that the requirement will be met, without providing supporting rationale, is not sufficient.
2. Feasibility of Approach - The quote will be evaluated to determine whether the Vendor's methods and approach to meeting the contract requirements provide the Government with a high level of confidence of successful completion within the required schedule. The vendor's allocation of qualified personnel, and resources, to include resume's documenting the currency, quality, and depth of experience of proposed individuals in working on similar projects will be evaluated in accordance with Contractor Qualifications in Section M above. Resume experience must convey similarity in the scope and breadth of work this SOW requires.
3. Completeness - The quote will be evaluated to determine whether the Vendor's methods and approach have adequately and completely considered, defined, and satisfied the requirements specified in the contract and/or solicitation. The quote will be evaluated to determine the extent to which each requirement has been addressed.
4. Risk relative to the proposed Technical Approach is evaluated as part of the Technical Evaluation to ascertain the degree of risk associated with the Vendor's proposed approach and the likelihood of success of the proposed approach.

FACTOR II: PAST PERFORMANCE EVALUATION

Vendors shall submit no more than (3) project summaries for contracts (prime contracts, task/delivery orders, and/or major subcontracts) in performance during the past three years from the date of issuance of the final solicitation, which are relevant to the efforts required by this solicitation. Areas of relevance include all objectives addressed in the SOW. Past experiences with similar projects that are similar in size, scope, and complexity.

The overall Past Performance Approach will be evaluated based on the three project summaries, PPQs, and any other Government sources for quality, timeliness, and relevance (i.e., experience in providing services similar in size, scope, and complexity as described in the SOW). The Government will make determination of relevance. If no past performance information is readily available (FAR 15.306(a)(2)(iv)), the Vendor's past performance will be evaluated as Neutral.

FACTOR III: SOCIOECONOMIC PARTICIPATION EVALUATION

(a) In an effort to achieve socioeconomic small business goals, depending on the evaluation factors included in the solicitation, VA shall evaluate offerors based on their service-disabled veteran-owned or veteran-owned small business status and their proposed use of eligible service-disabled veteran-owned small businesses and veteran-owned small businesses as subcontractors.

(b) Eligible service-disabled veteran-owned offerors will receive full credit, and offerors qualifying as veteran-owned small businesses will receive partial credit for the Service-Disabled Veteran-Owned and

Veteran-owned Small Business Status evaluation factor. To receive credit, an offeror must be registered and verified in Vendor Information Pages (VIP) database. (<http://www.VetBiz.gov>).

(c) Non-veteran offerors proposing to use service-disabled veteran-owned small businesses or veteran-owned small businesses as subcontractors will receive some consideration under this evaluation factor. Offerors must state in their quotes the names of the SDVOSBs and VOSBs with whom they intend to subcontract and provide a brief description of the proposed subcontracts and the approximate dollar values of the proposed subcontracts. In addition, the proposed subcontractors must be registered and verified in the VetBiz.gov VIP database

(d) VA Mentor Protégé Program – IAW with VAAR 852.219-72, this solicitation contains an evaluation factor or sub-factor regarding participation in the VA Mentor-Protégé Program. In order to receive credit under the evaluation factor or sub-factor, the offeror must provide with its quote a copy of a signed letter issued by the VA Office of Small and Disadvantaged Business Utilization (OSDBU) approving the offeror's Mentor-Protégé Agreement.

FACTOR IV: PRICE EVALUATION

The Government will evaluate offers for award purposes by adding the total of all CLIN prices to ensure that pricing is not unbalance. The Government will evaluate offerors' prices to determine whether or not it is considered fair and reasonable based on FAR 13.106-3. No adjectival ratings will be used to evaluate Price.

(End of Provision)

E.5 VAAR 852.215-70 SERVICE-DISABLED VETERAN-OWNED AND VETERAN-OWNED SMALL BUSINESS EVALUATION FACTORS (DEC 2009)

(a) In an effort to achieve socioeconomic small business goals, depending on the evaluation factors included in the solicitation, VA shall evaluate offerors based on their service-disabled veteran-owned or veteran-owned small business status and their proposed use of eligible service-disabled veteran-owned small businesses and veteran-owned small businesses as subcontractors.

(b) Eligible service-disabled veteran-owned offerors will receive full credit, and offerors qualifying as veteran-owned small businesses will receive partial credit for the Service-Disabled Veteran-Owned and Veteran-owned Small Business Status evaluation factor. To receive credit, an offeror must be registered and verified in Vendor Information Pages (VIP) database. (<http://www.VetBiz.gov>).

(c) Non-veteran offerors proposing to use service-disabled veteran-owned small businesses or veteran-owned small businesses as subcontractors will receive some consideration under this evaluation factor. Offerors must state in their proposals the names of the SDVOSBs and VOSBs with whom they intend to subcontract and provide a brief description of the proposed subcontracts and the approximate dollar values of the proposed subcontracts. In addition, the proposed subcontractors must be registered and verified in the VetBiz.gov VIP database (<http://www.vetbiz.gov>).

(End of Provision)

E.6 52.237-1 SITE VISIT (APR 1984)

Offerors or quoters are urged and expected to inspect the site where services are to be performed and to satisfy themselves regarding all general and local conditions that may affect the cost of contract performance, to the extent that the information is reasonably obtainable. In no event shall failure to inspect the site constitute grounds for a claim after contract award.

(End of Provision)

E.7 52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS—COMMERCIAL ITEMS (MAY 2014)

An offeror shall complete only paragraph (b) of this provision if the offeror has completed the annual representations and certifications electronically via <http://www.acquisition.gov>. If an offeror has not completed the annual representations and certifications electronically at the System for Award Management (SAM) website, the offeror shall complete only paragraphs (c) through (o) of this provision.

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

"Economically disadvantaged women-owned small business (EDWOSB) concern" means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States and who are economically disadvantaged in accordance with 13 CFR part 127. It automatically qualifies as a women-owned small business eligible under the WOSB Program.

"Forced or indentured child labor" means all work or service—

(1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or

(2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

"Inverted domestic corporation", as used in this section, means a foreign incorporated entity which is treated as an inverted domestic corporation under 6 U.S.C. 395(b), i.e., a corporation that used to be incorporated in the United States, or used to be a partnership in the United States, but now is incorporated in a foreign country, or is a subsidiary whose parent corporation is incorporated in a foreign country, that meets the criteria specified in 6 U.S.C. 395(b), applied in accordance with the rules and definitions of 6 U.S.C. 395(c). An inverted domestic corporation as herein defined does not meet the definition of an inverted domestic corporation as defined by the Internal Revenue Code at 26 U.S.C. 7874.

"Manufactured end product" means any end product in Federal Supply Classes (FSC) 1000-9999, except—

- (1) FSC 5510, Lumber and Related Basic Wood Materials;
- (2) Federal Supply Group (FSG) 87, Agricultural Supplies;
- (3) FSG 88, Live Animals;
- (4) FSG 89, Food and Related Consumables;
- (5) FSC 9410, Crude Grades of Plant Materials;
- (6) FSC 9430, Miscellaneous Crude Animal Products, Inedible;
- (7) FSC 9440, Miscellaneous Crude Agricultural and Forestry Products;
- (8) FSC 9610, Ores;
- (9) FSC 9620, Minerals, Natural and Synthetic; and

(10) FSC 9630, Additive Metal Materials.

"Place of manufacture" means the place where an end product is assembled out of components, or otherwise made or processed from raw materials into the finished product that is to be provided to the Government. If a product is disassembled and reassembled, the place of reassembly is not the place of manufacture.

"Restricted business operations" means business operations in Sudan that include power production activities, mineral extraction activities, oil-related activities, or the production of military equipment, as those terms are defined in the Sudan Accountability and Divestment Act of 2007 (Pub. L. 110-174). Restricted business operations do not include business operations that the person (as that term is defined in Section 2 of the Sudan Accountability and Divestment Act of 2007) conducting the business can demonstrate—

(1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;

(2) Are conducted pursuant to specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;

(3) Consist of providing goods or services to marginalized populations of Sudan;

(4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;

(5) Consist of providing goods or services that are used only to promote health or education; or

(6) Have been voluntarily suspended.

"Sensitive technology"—

(1) Means hardware, software, telecommunications equipment, or any other technology that is to be used specifically—

(i) To restrict the free flow of unbiased information in Iran; or

(ii) To disrupt, monitor, or otherwise restrict speech of the people of Iran; and

(2) Does not include information or informational materials the export of which the President does not have the authority to regulate or prohibit pursuant to section 203(b)(3) of the International Emergency Economic Powers Act (50 U.S.C. 1702(b)(3)).

"Service-disabled veteran-owned small business concern"—

(1) Means a small business concern—

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

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

"Small business concern" means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and size standards in this solicitation.

"Subsidiary" means an entity in which more than 50 percent of the entity is owned—

- (1) Directly by a parent corporation; or
- (2) Through another subsidiary of a parent corporation.

"Veteran-owned small business concern" means a small business concern—

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned business concern" means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

"Women-owned small business concern" means a small business concern—

(1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

"Women-owned small business (WOSB) concern eligible under the WOSB Program" (in accordance with 13 CFR part 127), means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States.

(b)(1) *Annual Representations and Certifications.* Any changes provided by the offeror in paragraph (b)(2) of this provision do not automatically change the representations and certifications posted on the SAM website.

(2) The offeror has completed the annual representations and certifications electronically via the SAM website access through <http://www.acquisition.gov>. After reviewing the SAM database information, the offeror verifies by submission of this offer that the representations and certifications currently posted electronically at FAR 52.212-3, Offeror Representations and Certifications—Commercial Items, have been entered or updated in the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201), except for paragraphs .

(c) Offerors must complete the following representations when the resulting contract will be performed in the United States or its outlying areas. Check all that apply.

(1) *Small business concern.* The offeror represents as part of its offer that it [] is, [] is not a small business concern.

(2) *Veteran-owned small business concern.* [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents as part of its offer that it [] is, [] is not a veteran-owned small business concern.

(3) *Service-disabled veteran-owned small business concern.* [Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.] The offeror represents as part of its offer that it [] is, [] is not a service-disabled veteran-owned small business concern.

(4) *Small disadvantaged business concern.* [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, for general statistical purposes, that it [] is, [] is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(5) *Women-owned small business concern.* [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it [] is, [] is not a women-owned small business concern.

(6) WOSB concern eligible under the WOSB Program. [Complete only if the offeror represented itself as a women-owned small business concern in paragraph (c)(5) of this provision.] The offeror represents that—

(i) It [] is, [] is not a WOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It [] is, [] is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(6)(i) of this provision is accurate for each WOSB concern eligible under the WOSB Program participating in the joint venture. [The offeror shall enter the name or names of the WOSB concern eligible under the WOSB Program and other small businesses that are participating in the joint venture: _____.] Each WOSB concern eligible under the WOSB Program participating in the joint venture shall submit a separate signed copy of the WOSB representation.

(7) Economically disadvantaged women-owned small business (EDWOSB) concern. [Complete only if the offeror represented itself as a WOSB concern eligible under the WOSB Program in (c)(6) of this provision.] The offeror represents that—

(i) It [] is, [] is not an EDWOSB concern, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It [] is, [] is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(7)(i) of this provision is accurate for each EDWOSB concern participating in the joint venture. [The offeror shall enter the name or names of the EDWOSB concern and other small businesses that are participating in the joint venture: _____.] Each EDWOSB concern participating in the joint venture shall submit a separate signed copy of the EDWOSB representation.

Note: Complete paragraphs (c)(8) and (c)(9) only if this solicitation is expected to exceed the simplified acquisition threshold.

(8) *Women-owned business concern (other than small business concern).* [Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it [] is a women-owned business concern.

(9) *Tie bid priority for labor surplus area concerns.* If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price:

(10) [Complete only if the solicitation contains the clause at FAR 52.219-23, *Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns*, or FAR 52.219-25, *Small Disadvantaged Business Participation Program—Disadvantaged Status and Reporting*, and the offeror desires a benefit based on its disadvantaged status.]

(i) *General.* The offeror represents that either—

(A) It [] is, [] is not certified by the Small Business Administration as a small disadvantaged business concern and identified, on the date of this representation, as a certified small disadvantaged business concern in the SAM Dynamic Small Business Search database maintained by the Small Business Administration, and that no material change in disadvantaged ownership and control has occurred since its certification, and, where the concern is owned by one or more individuals claiming disadvantaged status, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); or

(B) It [] has, [] has not submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(ii) [] *Joint Ventures under the Price Evaluation Adjustment for Small Disadvantaged Business Concerns.* The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements in 13 CFR 124.1002(f) and that the representation in paragraph (c)(10)(i) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. [The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture: _____.]

(11) *HUBZone small business concern.* [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, as part of its offer, that—

(i) It [] is, [] is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR Part 126; and

(ii) It [] is, [] is not a joint venture that complies with the requirements of 13 CFR Part 126, and the representation in paragraph (c)(11)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. [The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: _____.] Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(d) Representations required to implement provisions of Executive Order 11246—

(1) *Previous contracts and compliance.* The offeror represents that—

(i) It [] has, [] has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation; and

(ii) It [] has, [] has not filed all required compliance reports.

(2) *Affirmative Action Compliance.* The offeror represents that—

(i) It [] has developed and has on file, [] has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR parts 60-1 and 60-2), or

(ii) It [] has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) *Certification Regarding Payments to Influence Federal Transactions* (31 U.S.C. 1352). (Applies only if the contract is expected to exceed \$150,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The offeror need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.

(f) *Buy American Certificate.* (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy American—Supplies, is included in this solicitation.)

(1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products, i.e., an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of "domestic end product." The terms "commercially available off-the-shelf (COTS) item," "component," "domestic end product," "end product," "foreign end product," and "United States" are defined in the clause of this solicitation entitled "Buy American—Supplies."

(2) Foreign End Products:

Line Item No	Country of Origin
_____	_____
_____	_____
_____	_____

[List as necessary]

(3) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(g)(1) Buy American—Free Trade Agreements—Israeli Trade Act Certificate. (Applies only if the clause at FAR 52.225-3, Buy American—Free Trade Agreements—Israeli Trade Act, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The terms "Bahrainian, Moroccan, Omani, Panamanian, or Peruvian end product," "commercially available off-the-shelf (COTS) item," "component," "domestic end product," "end product," "foreign end product," "Free Trade Agreement country," "Free Trade Agreement country end product," "Israeli end product," and "United States" are defined in the clause of this solicitation entitled "Buy American—Free Trade Agreements—Israeli Trade Act."

(ii) The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian, Moroccan, Omani, Panamanian, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled "Buy American—Free Trade Agreements—Israeli Trade Act":

Free Trade Agreement Country End Products (Other than Bahrainian, Moroccan, Omani, Panamanian, or Peruvian End Products) or Israeli End Products:

Line Item No.	Country of Origin
_____	_____
_____	_____
_____	_____

[List as necessary]

(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) of this provision) as defined in the clause of this solicitation entitled "Buy American—Free Trade Agreements—Israeli Trade Act." The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products, i.e., an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of "domestic end product."

Other Foreign End Products:

Line Item No.	Country of Origin
_____	_____
_____	_____
_____	_____

[List as necessary]

(iv) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(2) *Buy American—Free Trade Agreements—Israeli Trade Act Certificate, Alternate I.* If Alternate I to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation entitled "Buy American—Free Trade Agreements—Israeli Trade Act":

Canadian End Products:

Line Item No.

[List as necessary]

(3) *Buy American—Free Trade Agreements—Israeli Trade Act Certificate, Alternate II.* If Alternate II to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled "Buy American—Free Trade Agreements—Israeli Trade Act":

Canadian or Israeli End Products:

Line Item No.	Country of Origin
---------------	-------------------

_____	_____
_____	_____
_____	_____

[List as necessary]

(4) *Buy American—Free Trade Agreements—Israeli Trade Act Certificate, Alternate III.* If Alternate III to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian, Korean, Moroccan, Omani, Panamanian, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled "Buy American—Free Trade Agreements—Israeli Trade Act":

Free Trade Agreement Country End Products (Other than Bahrainian, Korean, Moroccan, Omani, Panamanian, or Peruvian End Products) or Israeli End Products:

Line Item No.	Country of Origin
---------------	-------------------

_____	_____
_____	_____
_____	_____

[List as necessary]

(5) *Trade Agreements Certificate*. (Applies only if the clause at FAR 52.225-5, Trade Agreements, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(5)(ii) of this provision, is a U.S.-made or designated country end product, as defined in the clause of this solicitation entitled "Trade Agreements".

(ii) The offeror shall list as other end products those end products that are not U.S.-made or designated country end products.

Other End Products:

Line Item No.	Country of Origin
_____	_____
_____	_____
_____	_____

[List as necessary]

(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25. For line items covered by the WTO GPA, the Government will evaluate offers of U.S.-made or designated country end products without regard to the restrictions of the Buy American statute. The Government will consider for award only offers of U.S.-made or designated country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

(h) *Certification Regarding Responsibility Matters* (Executive Order 12689). (Applies only if the contract value is expected to exceed the simplified acquisition threshold.) The offeror certifies, to the best of its knowledge and belief, that the offeror and/or any of its principals—

(1) [] Are, [] are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(2) [] Have, [] have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or Commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property;

(3) [] Are, [] are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses enumerated in paragraph (h)(2) of this clause; and

(4) [] Have, [] have not, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,000 for which the liability remains unsatisfied.

(i) Taxes are considered delinquent if both of the following criteria apply:

(A) *The tax liability is finally determined.* The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(B) *The taxpayer is delinquent in making payment.* A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(ii) *Examples.*

(A) The taxpayer has received a statutory notice of deficiency, under I.R.C. Sec. 6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(B) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. Sec. 6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(C) The taxpayer has entered into an installment agreement pursuant to I.R.C. Sec. 6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.

(D) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. 362 (the Bankruptcy Code).

(i) *Certification Regarding Knowledge of Child Labor for Listed End Products (Executive Order 13126).*

(1) *Listed end products.*

Listed End Product Listed Countries of Origin

(2) *Certification.* [If the Contracting Officer has identified end products and countries of origin in paragraph (i)(1) of this provision, then the offeror must certify to either (i)(2)(i) or (i)(2)(ii) by checking the appropriate block.]

(i) The offeror will not supply any end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.

(ii) The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

(j) *Place of manufacture.* (Does not apply unless the solicitation is predominantly for the acquisition of manufactured end products.) For statistical purposes only, the offeror shall indicate whether the place of manufacture of the end products it expects to provide in response to this solicitation is predominantly—

(1) In the United States (Check this box if the total anticipated price of offered end products manufactured in the United States exceeds the total anticipated price of offered end products manufactured outside the United States); or

(2) Outside the United States.

(k) *Certificates regarding exemptions from the application of the Service Contract Labor Standards.* (Certification by the offeror as to its compliance with respect to the contract also constitutes its certification as to compliance by its subcontractor if it subcontracts out the exempt services.)

(1) Maintenance, calibration, or repair of certain equipment as described in FAR 22.1003-4(c)(1). The offeror does does not certify that—

(i) The items of equipment to be serviced under this contract are used regularly for other than Governmental purposes and are sold or traded by the offeror (or subcontractor in the case of an exempt subcontract) in substantial quantities to the general public in the course of normal business operations;

(ii) The services will be furnished at prices which are, or are based on, established catalog or market prices (see FAR 22.1003- 4(c)(2)(ii)) for the maintenance, calibration, or repair of such equipment; and

(iii) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract will be the same as that used for these employees and equivalent employees servicing the same equipment of commercial customers.

(2) Certain services as described in FAR 22.1003- 4(d)(1). The offeror does does not certify that—

(i) The services under the contract are offered and sold regularly to non-Governmental customers, and are provided by the offeror (or subcontractor in the case of an exempt subcontract) to the general public in substantial quantities in the course of normal business operations;

(ii) The contract services will be furnished at prices that are, or are based on, established catalog or market prices (see FAR 22.1003-4(d)(2)(iii));

(iii) Each service employee who will perform the services under the contract will spend only a small portion of his or her time (a monthly average of less than 20 percent of the available hours on an annualized basis, or less than 20 percent of available hours during the contract period if the contract period is less than a month) servicing the Government contract; and

(iv) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract is the same as that used for these employees and equivalent employees servicing commercial customers.

(3) If paragraph (k)(1) or (k)(2) of this clause applies—

(i) If the offeror does not certify to the conditions in paragraph (k)(1) or (k)(2) and the Contracting Officer did not attach a Service Contract Labor Standards wage determination to the solicitation, the offeror shall notify the Contracting Officer as soon as possible; and

(ii) The Contracting Officer may not make an award to the offeror if the offeror fails to execute the certification in paragraph (k)(1) or (k)(2) of this clause or to contact the Contracting Officer as required in paragraph (k)(3)(i) of this clause.

(l) *Taxpayer Identification Number (TIN)* (26 U.S.C. 6109, 31 U.S.C. 7701). (Not applicable if the offeror is required to provide this information to the SAM database to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (l)(3) through (l)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).

(2) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(3) *Taxpayer Identification Number (TIN)*.

TIN: _____.

TIN has been applied for.

TIN is not required because:

Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

Offeror is an agency or instrumentality of a foreign government;

Offeror is an agency or instrumentality of the Federal Government.

(4) *Type of organization*.

Sole proprietorship;

Partnership;

- Corporate entity (not tax-exempt);
- Corporate entity (tax-exempt);
- Government entity (Federal, State, or local);
- Foreign government;
- International organization per 26 CFR 1.6049-4;
- Other _____.

(5) *Common parent.*

- Offeror is not owned or controlled by a common parent;
- Name and TIN of common parent:
Name _____.
TIN _____.

(m) *Restricted business operations in Sudan.* By submission of its offer, the offeror certifies that the offeror does not conduct any restricted business operations in Sudan.

(n) *Prohibition on Contracting with Inverted Domestic Corporations*

(1) *Relation to Internal Revenue Code.* An inverted domestic corporation as herein defined does not meet the definition of an inverted domestic corporation as defined by the Internal Revenue Code 25 U.S.C. 7874.

(2) *Representation.* By submission of its offer, the offeror represents that—

- (i) It is not an inverted domestic corporation; and
- (ii) It is not a subsidiary of an inverted domestic corporation.

(o) *Prohibition on contracting with entities engaging in certain activities or transactions relating to Iran.* (1) The offeror shall email questions concerning sensitive technology to the Department of State at CISADA106@state.gov.

(2) *Representation and certifications.* Unless a waiver is granted or an exception applies as provided in paragraph (o)(3) of this provision, by submission of its offer, the offeror—

- (i) Represents, to the best of its knowledge and belief, that the offeror does not export any sensitive technology to the government of Iran or any entities or individuals owned or controlled by, or acting on behalf or at the direction of, the government of Iran;
- (ii) Certifies that the offeror, or any person owned or controlled by the offeror, does not engage in any activities for which sanctions may be imposed under section 5 of the Iran Sanctions Act; and
- (iii) Certifies that the offeror, and any person owned or controlled by the offeror, does not knowingly engage in any transaction that exceeds \$3,000 with Iran's Revolutionary Guard Corps or any of its officials, agents, or affiliates, the property and interests in property of which are blocked pursuant to the International Emergency

Economic Powers Act (50 U.S.C. 1701 *et seq.*) (see OFAC's Specially Designated Nationals and Blocked Persons List at <http://www.treasury.gov/ofac/downloads/t11sdn.pdf>).

(3) The representation and certification requirements of paragraph (o)(2) of this provision do not apply if—

(i) This solicitation includes a trade agreements certification (e.g., 52.212–3(g) or a comparable agency provision); and

(ii) The offeror has certified that all the offered products to be supplied are designated country end products.

(End of Provision)

E.8 52.233-2 SERVICE OF PROTEST (SEP 2006)

Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from:

LeAnna Stith

Hand-Carried Address:

Strategic Acquisition Center - Frederick

Department of Veterans Affairs
321 Ballenger Center Drive, Suite 125

Frederick MD 21703
Mailing Address:

Department of Veterans Affairs
Acquisition Operations Service (049A3)
810 Vermont Avenue
Washington DC 20420

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

(End of Provision)

E.9 52.233-3 PROTEST AFTER AWARD (AUG 1996)

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

(1) Cancel the stop-work order; or

(2) Terminate the work covered by the order as provided in the Default, or the Termination for Convenience of the Government, clause of this contract.

(b) If a stop-work order issued under this clause is canceled either before or after a final decision in the protest, the Contractor shall resume work. The Contracting Officer shall make an equitable adjustment in the delivery schedule or contract price, or both, and the contract shall be modified, in writing, accordingly, if—

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

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

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

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

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

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

(End of Clause)

E.10 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

<http://www.acquisition.gov/far/index.html>
<http://www.va.gov/oal/library/vaar/>

(End of Provision)

E.11 VAAR 852.233-70 PROTEST CONTENT/ALTERNATIVE DISPUTE RESOLUTION (JAN 2008)

(a) Any protest filed by an interested party shall:

- (1) Include the name, address, fax number, and telephone number of the protester;
 - (2) Identify the solicitation and/or contract number;
 - (3) Include an original signed by the protester or the protester's representative and at least one copy;
 - (4) Set forth a detailed statement of the legal and factual grounds of the protest, including a description of resulting prejudice to the protester, and provide copies of relevant documents;
 - (5) Specifically request a ruling of the individual upon whom the protest is served;
 - (6) State the form of relief requested; and
 - (7) Provide all information establishing the timeliness of the protest.
- (b) Failure to comply with the above may result in dismissal of the protest without further consideration.
- (c) Bidders/offerors and contracting officers are encouraged to use alternative dispute resolution (ADR) procedures to resolve protests at any stage in the protest process. If ADR is used, the Department of Veterans Affairs will not furnish any documentation in an ADR proceeding beyond what is allowed by the Federal Acquisition Regulation.

(End of Provision)

E.12 VAAR 852.233-71 ALTERNATE PROTEST PROCEDURE (JAN 1998)

As an alternative to filing a protest with the contracting officer, an interested party may file a protest with the Deputy Assistant Secretary for Acquisition and Materiel Management, Acquisition Administration Team, Department of Veterans Affairs, 810 Vermont Avenue, NW., Washington, DC 20420, or for solicitations issued by the Office of Construction and Facilities Management, the Director, Office of Construction and Facilities Management, 810 Vermont Avenue, NW., Washington, DC 20420. The protest will not be considered if the interested party has a protest on the same or similar issues pending with the contracting officer.

(End of Provision)