

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

1. REQUISITION NO. PAGE 1 OF 76

2. CONTRACT NO.	3. AWARD/EFFECTIVE DATE	4. ORDER NO.	5. SOLICITATION NUMBER VA119A-17-R-0168	6. SOLICITATION ISSUE DATE 04-19-2017
-----------------	-------------------------	--------------	--	--

7. FOR SOLICITATION INFORMATION CALL:	a. NAME Amanda Burke, Amanda.Burke3@va.gov	b. TELEPHONE NO. (No Collect Calls) 202-740-0504	8. OFFER DUE DATE/LOCAL TIME 05-19-2017 12:00 PM ET
---------------------------------------	---	---	---

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: 484210 <input type="checkbox"/> EDWOSB <input type="checkbox"/> 8(A) SIZE STANDARD: \$27.5 Million
---	------	--	--

11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input 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 type="checkbox"/> RFQ <input type="checkbox"/> IFB <input checked="" type="checkbox"/> RFP	

15. DELIVER TO Office of Information Technology Department of Veterans Affairs Nationwide	CODE	16. ADMINISTERED BY Strategic Acquisition Center - Frederick Department of Veterans Affairs 321 Ballenger Center Drive, Suite 125  Frederick MD 21703	CODE
--	------	--	------

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  PHONE: FAX:	CODE
---------------------------------	---------------	--	------

<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER	<input type="checkbox"/> SEE ADDENDUM
--	---------------------------------------

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES See CONTINUATION Page	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	Department of Veterans Affairs Office of Information and Technology Relocation of Sensitive Equipment (ROSE) Services Indefinite Delivery and Indefinite Quantity (IDIQ)  Note: This is a complete set-aside for small business concerns  Proposal Intentions are due no later than 4:00 PM ET on 04/26/2017. Questions to be consolidated into one document Submitted no later than 9:00 AM ET 04/27/2017 via email.  Proposals are due no later than the DATE/TIME indicated in BLOCK 8 to <a href="mailto:Amanda.Burke3@va.gov">Amanda.Burke3@va.gov</a> and <a href="mailto:Melissa.Maloy@va.gov">Melissa.Maloy@va.gov</a>  (Use Reverse and/or Attach Additional Sheets as Necessary)				

25. ACCOUNTING AND APPROPRIATION DATA See CONTINUATION Page	26. TOTAL AWARD AMOUNT (For Govt. Use Only)
--	---

<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)	31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) Melissa Maloy Contracting Officer
30c. DATE SIGNED	31c. DATE SIGNED

## Table of Contents

<b>SECTION B - CONTINUATION OF SF 1449 BLOCKS.....</b>	<b>3</b>
B.1 CONTRACT ADMINISTRATION DATA .....	3
B.2 LIMITATIONS ON SUBCONTRACTING-- MONITORING AND COMPLIANCE (JUN 2011).....	5
B.3 PERFORMANCE WORK STATEMENT .....	6
B.4 PRICE/COST SCHEDULE.....	21
<b>SECTION C - CONTRACT CLAUSES .....</b>	<b>22</b>
C.1 52.216-18 ORDERING (OCT 1995).....	22
C.2 52.216-19 ORDER LIMITATIONS (OCT 1995) .....	22
C.3 52.216-22 INDEFINITE QUANTITY (OCT 1995).....	23
C.4 FAR 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999) .....	23
C.5 SUPPLEMENTAL INSURANCE REQUIREMENTS.....	23
C.6 VAAR 852.203-70 COMMERCIAL ADVERTISING (JAN 2008).....	24
C.7 VAAR 852.203-71 DISPLAY OF DEPARTMENT OF VETERAN AFFAIRS HOTLINE POSTER (DEC 1992) .....	24
C.8 VAAR 852.215-71 EVALUATION FACTOR COMMITMENTS (DEC 2009).....	24
C.9 VAAR 852.232-72 ELECTRONIC SUBMISSION OF PAYMENT REQUESTS (NOV 2012) .....	24
C.10 VAAR 852.237-70 CONTRACTOR RESPONSIBILITIES (APR 1984) .....	25
C.11 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998) .....	26
C.12 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS—COMMERCIAL ITEMS (JAN 2017) .....	26
C.13 MANDATORY WRITTEN DISCLOSURES.....	34
<b>SECTION D - CONTRACT DOCUMENTS, EXHIBITS, OR ATTACHMENTS .....</b>	<b>35</b>
D.1 ATTACHMENT A – PRICING SPREADSHEET .....	35
D.2 ATTACHMENT B – PAST PERFORMANCE QUESTIONNAIRE.....	36
D.3 ATTACHMENT C – SAMPLE ORDER 1 PWS.....	39
D.4 ATTACHMENT D – SAMPLE ORDER 2 PWS .....	39
D.5 ATTACHMENT E – WAGE DETERMINATIONS - SCA .....	45
<b>SECTION E - SOLICITATION PROVISIONS .....</b>	<b>46</b>
E.1 INSTRUCTIONS TO OFFERORS .....	46
E.2 52.212-2 EVALUATION—COMMERCIAL ITEMS (OCT 2014).....	50
E.3 52.209-5 REPRESENTATION BY CORPORATIONS REGARDING AN UNPAID TAX LIABILITY OR A FELONY CONVICTION UNDER ANY FEDERAL LAW (DEVIATION)(MAR 2012).....	52
E.4 52.209-7 INFORMATION REGARDING RESPONSIBILITY MATTERS (JUL 2013) .....	52
E.5 52.233-2 SERVICE OF PROTEST (SEP 2006).....	53
E.6 VAAR 852.215-70 SERVICE-DISABLED VETERAN-OWNED AND VETERAN-OWNED SMALL BUSINESS EVALUATION FACTORS (JUL 2016)(DEVIATION).....	54
E.7 VAAR 852.233-70 PROTEST CONTENT/ALTERNATIVE DISPUTE RESOLUTION (JAN 2008).....	54
E.8 VAAR 852.233-71 ALTERNATE PROTEST PROCEDURE (JAN 1998).....	55
E.9 52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS—COMMERCIAL ITEMS (JAN 2017).....	56

## SECTION B - CONTINUATION OF SF 1449 BLOCKS

### B.1 CONTRACT ADMINISTRATION DATA

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

- A. **CONTRACT ADMINISTRATION:** All contract administration matters will be handled by the following individuals:
- a. **CONTRACTOR:**
  - b. **GOVERNMENT:** The Contracting Officer (CO) for Relocation of Sensitive Equipment (ROSE) Support Services Indefinite Delivery Indefinite Quantity (IDIQ) is as follows:

Melissa Maloy, Contracting Officer 36C10X  
Office of Acquisition Operations  
Strategic Acquisition Center – Frederick  
Department of Veterans Affairs  
321 Ballenger Center Drive, Suite 125  
Frederick, MD 21703
  - c. The ROSE CO is responsible for providing overall scope oversight, maintaining communication between the contractor and the VA, ensuring contract compliance, administering base IDIQ and modifications, and ensuring that annual performance evaluations are completed at the IDIQ level. Each order will have an identified CO who will be responsible for ensuring that orders are within the scope of the IDIQ, administering all order awards, overseeing payment or rejection of invoices, and ensuring that annual performance evaluations are completed at the order level.
  - d. The CO reserves the right to designate a Contracting Officer's Representative (COR) at the IDIQ level or individual order level. The CO will issue a designation letter to the COR and the contractor to ensure that all parties understand the limited authority of the COR.

#### B. ORDER PROCEDURES

The contractor shall provide ROSE services as requirements are identified throughout the ordering period. Requirements may span the labor categories and tasks listed within the Performance Work Statement (PWS). Resulting orders shall be Firm Fixed Price. Each order will specify details as they relate to deliverables, performance, and other technical items.

- (1) ROSE will follow ordering procedures as outlined in FAR 16.505.
- (2) As requirements for ROSE are defined, the CO will issue an Task Order Proposal Request (TOPR) in accordance with the procedures as outlined below.
- (3) Each OQR will include, at a minimum:
  - a. the due date and instructions for proposal submission;
  - b. a Statement of Work (SOW), Statement of Objectives (SOO), or Performance Work Statement (PWS) with a description of the requirements, including deliverables, minimum qualifications, and applicable information;

- c. the place and period of performance, and
  - d. any additional information deemed necessary by the CO.
- (4) Each task order requirement will have a unique Price/Cost Schedule that will be developed by the CO and detailed in the TOPR. The task order proposals will be evaluated for price reasonableness and balanced pricing. The CO is not required to prepare formal evaluation plans, evaluate proposals, or post notice on the Federal Business Opportunities webpage. The CO will, however, maintain an internal record of the price reasonableness determination and supporting information.
  - (5) The CO reserves the right to withdraw or cancel the TOPR. In such event, the contractor will be notified, via email, of the CO's decision. This decision shall be final and conclusive and shall not be subject to the Disputes Clause or the Contract Disputes Act.
  - (6) Upon order award, the order will be sent via email to the contractor. The contractor is not authorized at any time to commence order performance prior to issuance of a signed order or other written approval provided by a CO.
  - (7) Orders may only be modified by written modification, executed by a warranted CO. The contractor shall not perform or provide services that are not expressly stated in the IDIQ or order. A Contracting Officer's Representative (COR) does not have the authority or means to obligate the Government or change the terms and conditions of the BPA or order.

**C. MINIMUM GUARANTEED AMOUNT AND MAXIMUM VALUEM**

- (1) The minimum guaranteed amount for this contract is \$10,000.00, which will be obligated at the time of IDIQ award. Orders beyond the minimum will be determined by department needs. The Government has no obligation to award TOs beyond the minimum guaranteed amount.
- (2) The maximum aggregate value is \$5,503,565.00.

**D. INVOICING**

- (1) 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.
- (2) Specific invoicing instructions will be specified at the order level.

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

AMENDMENT NO	DATE

## **B.2 LIMITATIONS ON SUBCONTRACTING-- MONITORING AND COMPLIANCE (JUN 2011)**

This solicitation includes 52.219-6, Notice of Total Small Business Set-Aside. Accordingly, any contract resulting from this solicitation will include this clause. The contractor is advised in performing contract administration functions, the CO may use the services of a support contractor(s) retained by VA to assist in assessing the contractor's compliance with the limitations on subcontracting or percentage of work performance requirements specified in the clause. To that end, the support contractor(s) may require access to contractor's offices where the contractor's business records or other proprietary data are retained and to review such business records regarding the contractor's compliance with this requirement. All support contractors conducting this review on behalf of VA will be required to sign an "Information Protection and Non-Disclosure and Disclosure of Conflicts of Interest Agreement" to ensure the contractor's business records or other proprietary data reviewed or obtained in the course of assisting the CO in assessing the contractor for compliance are protected to ensure information or data is not improperly disclosed or other impropriety occurs. Furthermore, if VA determines any services the support contractor(s) will perform in assessing compliance are advisory and assistance services as defined in FAR 2.101, Definitions, the support contractor(s) must also enter into an agreement with the contractor to protect proprietary information as required by FAR 9.505-4, obtaining access to proprietary information, paragraph (b). The contractor is required to cooperate fully and make available any records as may be required to enable the CO to assess the contractor's compliance with the limitations on subcontracting or percentage of work performance requirement.

## B.3 PERFORMANCE WORK STATEMENT

### 1.0 BACKGROUND

The Department of Veterans Affairs (VA, or “Agency”), Office of Information & Technology (OI&T), is currently involved in an Agency-wide Data Center Consolidation Initiative, (DCCI) to reduce the number of datacenters that it operates, and as a result the amount of occupied square footage and operational costs in accordance with guidance from the Office of Management and Budget’s (OMB) Federal Data Center Consolidation Initiative (FDCCI).

The Agency’s datacenter architecture transformation is expected to last approximately five years, culminating in the “Vision 2020” architecture model designed to provide more optimal, managed, network-centric Information Technology (IT) services in support of critical business functions. As the Agency identifies and approves consolidation and closure projects to decrease the enterprise datacenter inventory, the projects will require the physical relocation of sensitive equipment including but not limited to IT hardware. The VA does not have the personnel, skills, or resources to provide the relocation support services.

The quantity, location, and specifications of enterprise datacenters requiring relocation services, is not currently known.

### 2.0 APPLICABLE DOCUMENTS

In the performance of the tasks associated with this Performance Work Statement (PWS), the Contractor shall comply with the following:

1. FIPS Pub 201, “Personal Identity Verification of Federal Employees and Contractors,” March 2006;
2. 5 U.S.C. § 552a, as amended, “The Privacy Act of 1974”;
3. 42 U.S.C. § 2000d “Title VI of the Civil Rights Act of 1964”;
4. VA Handbook 6500.6, “Contract Security,” March 12, 2010; and
5. 49 C.F.R. Part 395, “Hours of Service of Drivers,” December 27, 2011.

### 3.0 SCOPE OF WORK

The Contractor shall provide support services to safely, rapidly, and economically relocate sensitive electronic and similar equipment necessary to allow the Government to consolidate and/or close existing Agency enterprise datacenters. Individual relocation efforts will each be unique services based on the amount and criticality of equipment requiring relocation.

The Contractor shall provide these nationwide services once the Government identifies consolidations and closures projects. This Indefinite Delivery Indefinite Quantity (IDIQ) and individual orders will be defined during the performance of the contract to execute specific relocations. The scope, scale, elements, and schedule for these projects are not known but are expected to result in the consolidation of up to 100 VA facilities.

Equipment may be relocated from Government computer and medical facilities to other computer and medical facilities or to warehouse/storage spaces, as well as from warehouse/storage spaces to computer and medical facilities or other warehouse/storage spaces. Physical location information for all relocation elements will be provided in individual orders. Individual orders will move equipment from facilities distributed across all states in the continental US to other facilities similarly distributed geographically across the continental US. Concurrent or overlapping orders are possible.

Sensitive equipment within the scope of this IDIQ contract may include:

- IT equipment (e.g., rack-mounted equipment, entire racks, servers, workstations, laptops, monitors, networking equipment, etc.);
- Medical and lab equipment (e.g., ultrasounds, x-ray machines, etc.);
- Printers;
- Scanners;
- Disk drives & tape storage arrays;

- Mass storage systems (hard drive arrays, CD/DVD drives, magnetic tapes, etc.);
- Photography equipment;
- Copy machines;
- Air-conditioning equipment (CRACs);
- Power conditioning equipment (UPSs);
- Power distribution equipment (PDUs); and
- Kiosks.

In general planning and discussions, the contract shall be referred to by the acronym ROSE (Relocation Of Sensitive Equipment).

The work required for each relocation or closure project shall generally include:

1. Detailed development and coordination of individual site transformation plans.
2. Ongoing coordination between the Contractor, OI&T project team, and affected consolidation site staff throughout each project.
3. Coordination with external IT service providers required by contract to be involved with physical equipment moves in order to maintain maintenance service contracts and warranties.
4. Starting site preparation to protect Government resources and enable efficient physical moves.
5. Document and label sensitive equipment slated for relocation; unrack rack-mounted IT equipment.
6. Package sensitive equipment for shipping. Provide all necessary packaging equipment and materials.
7. Load sensitive equipment into transportation. Provide all necessary equipment and tools to accomplish the relocation.
8. Transport sensitive equipment from start location to finish location.
9. Finishing site preparation to protect Government resources and enable efficient physical moves.
10. Unload sensitive equipment from transportation to Government facility staging location (as coordinated). Provide all necessary equipment and tools.
11. Unpacking sensitive equipment for reinstallation.
12. Validate that no physical damage has occurred to sensitive equipment during relocation activities.
13. Relocate sensitive equipment to coordinated location within finishing Government facility. Re-rack rack-mounted IT equipment per coordinated plans and/or starting site documentation.
14. Detail cleaning of finishing site to ensure conditions remain the same prior to the relocation.
15. Walkthrough with receiving site Government point of contact (POC) for final order acceptance.

Personal property (e.g., systems furniture, desks, chairs, storage cabinets, storage bins, unrelated parts, tools, books, paper records) are not in the scope of this IDIQ. Relocation of these types of personal property shall not be accomplished by the Contractor under this contract and are the sole responsibility of the Government. The Contractor shall bring to the attention of the Contracting Officer's Representative (COR) any personal property items that need to be relocated that are not in the scope of these services.

**SUCCESS STATEMENT:** To provide relocation services that safely, securely, and efficiently assist the VA with Data Center closure and consolidating efforts to ensure that the VA is only paying for space that is absolutely required.

## **4.0 PERFORMANCE DETAILS**

### **4.1 Performance Period**

The period of performance shall be for five years from the IDIQ effective date.

#### 4.2 Place of Performance

Services are required nationwide. Tasks under this PWS shall be performed at selected VA facilities located around the continental United States, excluding Alaska, with the exact location to be defined at the order level.

#### 4.3 Travel

The Government does not anticipate travel to be necessary under this effort to perform the tasks associated with the effort. If travel is necessary at the order level, it shall be in accordance with FAR 31.205-46.

#### 4.4 IDIQ Order Pricing

Orders placed under this IDIQ will be firm-fixed price

### 5.0 SPECIFIC TASKS AND DELIVERABLES

#### 5.1 Project Management

The Contractor shall manage individual projects ordered through task orders, as well as the overall effort comprised of the sum of individual IDIQ order projects. Centralized management of the IDIQ contract, an ability to communicate, plan, and coordinate with Government and third-party vendors, and a well-thought-out plan for how to achieve success for individual task orders as well as in the overall IDIQ contract will be evaluation factors in any solicitation. Management of orders with partners to achieve the place-of-performance requirements at the lowest possible combination of cost and risk to the Government will be an evaluation factor in any evaluation.

#### Reporting Requirements

The Contractor shall provide the COR with Quarterly Progress Reports (QPR) in electronic form in Microsoft Word and Microsoft Project formats. Reports shall include detailed instructions/explanations for each required data element, to ensure that data are accurate and consistent. These reports shall reflect data as of the last day of the preceding calendar quarter.

The QPRs shall cover all work completed during the reporting period and work planned for the subsequent reporting period. The report shall also identify any problems that arise, a description of how the problems were resolved, and implications of the problems on project costs and timelines. If problems have not been completely resolved, the Contractor shall provide an explanation including their plan and timeframe for resolving the issue. It is expected that the Contractor will keep in communication with VA accordingly so that issues that arise are transparent to both parties to prevent escalation of outstanding issues.

#### Deliverables:

Deliverable	Format	Periodicity	Distribution
Quarterly Progress Report (QPR)	Electronic, vendor format.	Quarterly	As directed by the COR

#### 5.2 Relocation of Sensitive Equipment (ROSE) Support Services

The Contractor will provide in-scope equipment relocation services on all task orders developed by the Government. The Contractor shall provide the relocation of high-value infrastructure, including but not limited to IT equipment. All services shall include onsite pickup and delivery, inventory confirmation, packaging, packing, transport, unpacking, debris removal, installation, and set up.

The Contractor shall provide services requiring effective management of awkward, tight, difficult, large, and sensitive deliver locations, and locations requiring special handling equipment. Pickup and delivery both require extensive services interior to the Government facilities. Due to the sensitive nature of the facilities and equipment involved, Contractor personnel shall adhere to the security requirements in Section 6 below.



The Contractor shall be adequately insured for the replacement of damaged and destroyed sensitive equipment being relocated.

### **5.2.1 Planning & Preparation**

The Contractor will be responsible for conducting coordination with Government parties at both the starting and finishing locations for each relocation or closing effort.

Orders will generally require the Contractor to provide services on a set and potentially recurring schedule. Because of the operational nature of the equipment and facilities that it supports, downtime for relocation will generally be scheduled after normal working hours and on weekends. Delivery distances will be taken into account in planning feasible relocation schedules, based on the operational needs for the equipment. Multiple sets of equipment at a single facility may require phased relocation over two or more sessions, potentially a week or more apart.

The Contractor shall coordinate with and subcontract to (as necessary) external IT service providers, e.g., HP, Dell, and Canon, when required to maintain continuity of service or maintenance contracts and warranties on the equipment. Requirements specific to each order shall include information about any necessary third-party involvement.

A total amount of time will be allotted to the ROSE services for each relocation. This will represent the time that the Government turns the property over to the Contractor for services until the Contractor returns the property to the Government at the finishing location, in its final, as-planned configuration. The Government shall not impose more than one hour of additional delay in turning over the equipment to the Contractor to begin the physical move, or the Contractor may invoice for an additional 2% (total) of the current phase of services within that task order for each hour or portion thereof of delay caused by the Government. Where the Government is responsible for the slipped schedule, the required completion time of the move shall be slipped on an hour-by-hour basis to avoid requiring the Contractor to rush the services based on Government error.

The Government reserves the right to reschedule services up to 24 hours prior to the scheduled start time of any phase of services through formal communication of a delay from the Contracting Officer (CO) or Contracting Officer's Representative (COR).

Some Government facilities may have dedicated loading docks and specialized materials handling equipment (dock levelers, et cetera). The Contractor shall not rely on these being present or functional. Planning for execution of a ROSE project must take into account the need for alternative materials handling equipment to safely load and unload sensitive equipment without delay or damage. Suggested equipment to offset potential contingencies that would prevent the success of a ROSE project includes (but is not limited to) server unloading hoists, equipment dollies and hand trucks specifically designed for IT equipment racks (including fully-loaded specialized equipment, such as tape drives), and static-protected carts. Identification of specifics related to the proper handling, protection, and transport of sensitive IT equipment will be an evaluation factor in any solicitation.

Government facilities generally do not have warehouse or storage space available for relocation project use. Work on each end may be in sensitive data center environments with operating standards similar to clean rooms. Contractor personnel, equipment, packaging, and practices shall take these conditions into consideration during the planning of relocations.

In all relocations the facilities shall be adequately protected from physical damage caused by materials handling equipment, packaging, crating, transport, and similar. In particular, Masonite boards shall be laid down on all non-concrete flooring surfaces from the equipment operating location(s) to the transport loading area at both the starting and finishing locations. Coordinate for the installation of protective blankets in elevators or provide if they are unavailable on either end of a relocation. Removal

of these protective elements (and adhesive needed to secure them, if necessary) shall be considered a standard part of work at both the starting and finishing facilities.

The Contractor shall provide the starting and finishing location POCs with a “what to expect” document detailing the schedule, the number of staff, the equipment being used, the materials being employed, and any other relevant information that the building owners/operators will need to know not less than two calendar weeks prior to the scheduled move. It is the Government POCs’ responsibility to coordinate the “what to expect” document with the building owners.

The Contractor shall develop detailed plans for each equipment migration ordered under individual orders, and conduct ongoing coordination and project management for each individual relocation project throughout the period of performance for individual task orders awarded under this IDIQ contract.

### **5.2.2 Execution**

Relocation services shall be executed according to the coordinated plans developed by the Contractor and approved by the Government POCs and COR. Unless otherwise specified, inside pickup and delivery shall be assumed to be required for all relocations.

Loading dock facilities may not be available at all facilities, and specific loading/unloading equipment will vary from location to location. Sizes of dock areas at all potential pickup and delivery sites are not available; the Contractor shall take this into account in planning and coordination.

Appropriate numbers of staff, types of packaging, and materials handling equipment shall be determined and provided by the Contractor. Full IT equipment racks and larger pieces of sensitive equipment may require three, four, or more staff to move them safely, efficiently, and without damage to either the equipment or the facilities.

The Contractor shall develop and utilize checklists of items to check prior to un-racking IT equipment, such as inventory documentation, equipment labeling, identification on Visio diagrams (near and far sides), hard drives are parked, spare hard drives are on hand at far end, et cetera to decrease risks of equipment not functioning properly following relocation.

Security of data that may be present on IT equipment media being relocated in orders under this agreement is paramount to the success of this effort.

Removable media shall be tagged as to which equipment and which position in that equipment it occupies, removed from the IT equipment, and shipped inside an appropriate hard-case shipping container (pelican container or similar). Hard-case shipping containers shall be padlocked and security sealed in the presence of a Government POC on the near end, and signed over to the custody of the Contractor. These containers shall be chained or cabled together and to structural members of the shipping container being used for the order for additional security (container-in-container). At the far end, a Government POC shall sign for custody of the media following an acceptance inspection indicating that no tampering or loss has occurred during shipment.

Devices containing media that cannot be removed from the containing IT equipment – i.e., non-removable media – shall be shrink-wrapped or otherwise protected such that indications of any tampering would be evident.

The shipping container being used for transport of the equipment to be relocated shall be closed, locked, and security sealed in the presence of a Government POC and signed over to the custody of the Contractor. At the receiving site, a Government POC shall be present when the container is unlocked and unsealed in order to release the shipping custody.

All containers shall be physically attended by the Contractor continuously during the shipping process, providing a continuous chain of custody. Containers shall not be left unattended during the shipping process.

Once the delivery destination is reached, an inventory shall be conducted and the equipment moved immediately to a secure VA-controlled space, where custody will be transferred to the Government.

Removable media removed during the loading process shall be reinstalled into the correct positions in the correct devices that it was taken from.

Delivery of IT equipment will include re-racking into appropriate locations in appropriate IT equipment racks. The vendor shall utilize appropriate materials handling equipment, such as server lifts capable of 68" height and 1,000 pounds of weight to reduce the risks of damage to sensitive equipment and personnel.

### **5.2.3 Transport Vehicles**

Vehicles used for the transport of sensitive equipment must be enclosed, air-ride suspension enabled, climate-controlled, and have hydraulic lift gates. Vehicles shall be in good physical condition and in compliance with all applicable safety laws and regulations.

If IT equipment is moved in-the-rack, the racks should be secured in the truck with specialized load-bars and straps designed for the purpose of moving IT equipment racks. IT equipment racks, unloaded, may be secured with non-specialized equipment. (*Note: Not all equipment can be un-racked from its enclosure, including tape libraries and some specialized vendor-owned systems.*) Individual task orders may specify separate transport for primary and backup components of IT systems.

Operators of transport vehicles shall be appropriately trained, certified, and licensed to operate the vehicles.

If driving time/distance requirements exceed those allowable by the Hours of Service (HOS) regulations promulgated by the Federal Motor Carrier Safety Association (FMCSA), the Contractor shall plan accordingly to provide necessary crew rest as well as to meet the delivery timeline requirements of a Government-issued task order. A summary of the HOS regulations is located at the [FMCSA website](#).

Relocation of equipment may require specialized handling and security during transport, including the potential for continuous supervision of security-sealed transport containers. Identification of specific practices to achieve the required levels of security will be an evaluation factor in any solicitation. Where specified sensitive information (PII and/or PHI) exists on sensitive IT equipment being relocated, the Government may be required to maintain visual or other continuous contact with the equipment and containers (e.g., transport vehicles) being used to relocate it.

Vehicle transports shall be security sealed in the presence of a designated Government POC at the starting location and unsealed only in the presence of a designated Government POC at the finishing location. An inventory of the equipment located in each sealed transport shall be compared at each end by the Government POCs to ensure 100% accountability.

### **5.2.4 Packaging**

The Contractor shall provide start-to-end physical protection for all relocated equipment. Equipment shall be correctly secured to prevent tipping, falls, and other conditions that could cause physical harm. Tilt/tip and shock indicators shall be used where appropriate.

All equipment relocated by the Contractor shall be appropriately packaged so as to avoid damage to the equipment. Protection shall take into account specific attributes of the equipment being moved; for example, anti-static packaging is required for the protection of sensitive IT and medical equipment, in

addition to other packaging elements used for cushioning to prevent physical damage during handling and transport.

In general, sensitive equipment subject to relocation in ROSE services shall not require special crating or boxing for individual equipment. The majority of equipment anticipated will not require inertial dampening or individual, specialized isolation from other equipment. Some medical devices and components of medical devices may require special crating or boxing in order to be moved without a reasonable risk of physical damage. When special packaging or handling is required for sensitive equipment, it shall be identified by the Government in the solicitation for the taskIDIQ order.

**5.2.5 Cleanliness**

Services provided by the vendor at losing and receiving sites shall include detailed cleanup, including the removal of all equipment and materials used to provide the relocation services, and leave the facilities in the same cleanliness and organization state than they start in. Refuse shall be disposed of offsite (not in Government facility refuse or recycling receptacles).

**5.2 Deliverables**

<b>Deliverable</b>	<b>Format</b>	<b>Periodicity</b>	<b>Distribution</b>
Relocation Plan	Electronic, vendor format.	As necessary	Defined at Order Level

**6.0 GENERAL REQUIREMENTS**

**6.1 POSITION/TASK RISK DESIGNATION LEVELS AND CONTRACTOR PERSONNEL SECURITY REQUIREMENTS**

**6.1.1 Position/Task Risk Designation Level(s)**

<b>Position Sensitivity</b>	<b>Background Investigation</b> (in accordance with Department of Veterans Affairs 0710 Handbook, "Personnel Security Suitability Program," Appendix A)
<b>Low</b>	<b>National Agency Check with Written Inquiries (NACI)</b> A NACI is conducted by OPM and covers a five-year period. It consists of a review of records contained in the OPM Security Investigations Index (SII) and the DOD Defense Central Investigations Index (DCII), FBI name check, FBI fingerprint check, and written inquiries to previous employers and references listed on the application for employment. In VA it is used for Non-sensitive or Low Risk positions.
<b>Moderate</b>	<b>Moderate Background Investigation (MBI)</b> A MBI is conducted by OPM and covers a five-year period. It consists of a review of National Agency Check (NAC) records [OPM Security Investigations Index (SII), DOD Defense Central Investigations Index (DCII), FBI name check, and a FBI fingerprint check], a credit report covering a period of five years, written inquiries to previous employers and references listed on the application for employment; an interview with the subject, law enforcement check; and a verification of the educational degree.
<b>High</b>	<b>Background Investigation (BI)</b> A BI is conducted by OPM and covers a 10-year period. It consists of a review of National Agency Check (NAC) records [OPM Security Investigations Index (SII), DOD Defense Central Investigations Index (DCII), FBI name check, and a FBI fingerprint check report], a credit report covering a period of 10 years, written inquiries to previous employers and references listed on the application for employment; an interview with the subject, spouse, neighbors,

<b>Position Sensitivity</b>	<b>Background Investigation</b> (in accordance with Department of Veterans Affairs 0710 Handbook, "Personnel Security Suitability Program," Appendix A)
	supervisor, co-workers; court records, law enforcement check, and a verification of the educational degree.

The position sensitivity and the level of background investigation commensurate with the required level of access for the following tasks within the Performance Work Statement are:

<b>Position Sensitivity and Background Investigation Requirements</b>			
<u>Task Number</u>	<u>Low/NACI</u>	<u>Moderate/MBI</u>	<u>High/BI</u>
5.1	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5.2	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

The Tasks identified above and the resulting Position Sensitivity and Background Investigation requirements identify, in effect, the Background Investigation requirements for Contractor and subcontractor individuals, based upon the tasks the particular Contractor individual will be working. The submitted Contractor Staff Roster must indicate the required Background Investigation Level for each Contractor and subcontractor individual based upon the tasks the Contractor or subcontractor individual will be working, in accordance with their submitted proposal.

**6.1.2 Contractor Personnel Security Requirements**

**Contractor Responsibilities:**

- a. The Contractor shall prescreen all servicing personnel to ensure they maintain the appropriate Background Investigation, and are able to read, write, speak and understand the English language.
- b. The Contractor shall bear the expense of obtaining background investigations.
- c. Within 5 business days after contract award, the Contractor shall provide a roster of Contractor employees to the COR to begin their background investigations. Within 5 business days after task order award, the Contractor shall provide a roster of subcontractor employees (if any) to the COR to begin their background investigations. The roster shall contain the Contractor’s Full Name, Full Social Security Number, Date of Birth, Place of Birth, and individual background investigation level requirement (based upon Section 6.2 Tasks).
- d. The Contractor should coordinate the location of the nearest VA fingerprinting office through the COR. Only electronic fingerprints are authorized.
- e. For a Low Risk designation the following forms are required to be completed:
  - i. OF-306 and
  - ii. DVA Memorandum – Electronic Fingerprints.

These should be submitted to the COR within 10 business days after award.

- f. The Contractor personnel will receive an email notification from the Security and Investigation Center (SIC), through the Electronics Questionnaire for Investigations Processes (e-QIP) identifying the website link that includes detailed instructions regarding completion of the investigation documents (SF85, SF85P, or SF86). The Contractor personnel shall submit all required information related to their background investigations utilizing the Office of Personnel Management’s (OPM) Electronic Questionnaire for Investigations Processing (e-QIP).
- g. The Contractor is to certify and release the e-QIP document, print and sign the signature pages, and send them to the COR for electronic submission to the SIC. These should be submitted to the COR within 3 business days of receipt of the e-QIP notification email.
- h. The Contractor shall be responsible for the actions of all personnel provided to work for VA under this contract. In the event that damages arise from work performed by Contractor-

provided personnel, under the auspices of this contract, the Contractor shall be responsible for all resources necessary to remedy the incident.

- i. A Contractor may be granted unescorted access to VA facilities with a favorably adjudicated Special Agreement Check (SAC) or “Closed, No Issues” (SAC) finger print results, training delineated in VA Handbook 6500.6 (Appendix C, Section 9), and, the signed “Contractor Rules of Behavior.” However, the Contractor will be responsible for the actions of the Contractor personnel they provide to perform work for VA. The investigative history for Contractor personnel working under this contract must be maintained in the database of the Office of Personnel Management (OPM).
- j. The Contractor, when notified of an unfavorably adjudicated background investigation on a Contractor employee as determined by the Government, shall withdraw the employee from consideration in working under the contract.
- k. Failure to comply with the Contractor personnel security investigative requirements may result in termination of the contract for default.

## **6.2 LABOR CATEGORY DESCRIPTIONS**

### **6.2.1 Project Manager**

Accountable for operational, strategic and transactional interface with Government customer. Serves as primary contact, communicates and partners with Government on all issues related to contract, operations and services. Demonstrates ability to maintain a high level of customer confidence and satisfaction. Demonstrates the ability to effectively work in a dynamic quick changing environment where personal flexibility and change management skills are crucial. Participates, schedules and facilitates move/project meetings with customer and other service providers, as needed. Synchronizes schedules and coordinates with other service providers to effectively maintain service timeline.

### **6.2.2 Dispatcher**

Provides administrative support to the project management and physical relocation team as required.

### **6.2.3 Driver (tractor trailer)**

Is qualified in accordance with Federal Motor Carrier Safety Regulations (FMCSR) to operate assigned vehicles in local, intrastate and interstate moves. Oversees the vehicle loading process and builds a load using own good judgment in order to safely transport shipment and avoid injuries and accidents. Completes accurate documentation. Completes and passes all Federal Motor Carrier Safety Regulations requirements for qualification to operate assigned vehicle. Maintains clean driving record and operates legally at all times with the knowledge that citations (professionally or off duty) affect qualification status and may impair the ability to work.

### **6.2.4 Driver (light load, van)**

Maintains clean driving record and operates assigned vehicles in local, intrastate and interstate moves legally at all times with the knowledge that citations (professionally or off duty) affect qualification status and may impair the ability to work. Oversees the vehicle loading process and builds a load using own good judgment in order to safely transport shipment and avoid injuries and accidents. Completes accurate documentation, if applicable for vehicle size.

### **6.2.5 Technician/Moving Lead**

Provides expertise for the inside pickup and delivery services for sensitive equipment, packs and unpacks equipment, conducts physical moves of equipment from facilities to trucks, ensures that no damage occurs to Government equipment and facilities. Manages team of movers to ensure compliance with the move plan.

### **6.2.6 Mover**

Movers are trained on and responsible for the packing, moving, and loading of the sensitive equipment.

### 6.3 METHOD AND DISTRUBUTION OF DELIVERABLES

The Contractor shall deliver documentation in electronic format, unless otherwise directed in Section B of the solicitation/contract. Acceptable electronic media include: MS Word 2000/2003/2007/2010, MS Excel 2000/2003/2007/2010, MS PowerPoint 2000/2003/2007/2010, MS Project 2000/2003/2007/2010, MS Access 2000/2003/2007/2010, MS Visio 2000/2002/2003/2007/2010, AutoCAD 2002/2004/2007/2010, and Adobe Postscript Data Format (PDF). All deliverables are to be emailed to the COR unless otherwise indicated at the order level.

#### Delivery Schedule:

PWS Task #	Deliverable Title	Format	Periodicity	Due Date
5.1	Quarterly Progress Report (QPR)	Electronic, vendor format.	Quarterly	NLT last day of each calendar quarter
5.2	Relocation Plan	Electronic, vendor format.	As necessary	As specified in individual task order

### 6.4 PERFORMANCE METRICS

The table below defines the Performance Standards and Acceptable Performance Levels for Objectives associated with this effort.

PWS Paragraph	Performance Objective	Performance Threshold
5.1	<p><b>Technically Appropriate &amp; Complete.</b> QPR represents an achievable and complete plan for executing relocation services. All identified project management components are included.</p>	<p>QPR includes schedule, milestones, risks, resources, coordination requirements, and information on how each phase/step in relocation plans will be executed. QPR updated each quarter based on VA feedback.</p> <p>Notification occurs within two business days of potential issue when known in advance or within 24 hours of urgent problems, where less than two business days exist.</p> <p>The contractor shall notify the customer of potential problems 95% of the time.</p>
5.1	<p><b>Timely Submission.</b> QPR is submitted to appropriate distribution by midnight Eastern time on the required date each month that a report is due.</p>	<p>QPRs electronically submitted on time within (+/-) two business days with no more than one incident of performance slippage.</p>
5.2	<p><b>Relocation Plan Coordinated.</b> Plans are developed in conjunction with losing and gaining site staff and assigned project manager. Plans are technically reasonable, meet the goals of the order, and</p>	<p>Notification occurs within two business days of potential issue when known in advance or within 24 hours of urgent problems, where less than two business days exist.</p>

PWS Paragraph	Performance Objective	Performance Threshold
	can be accomplished on the proposed schedule.	The contractor shall notify the customer of potential problems 95% of the time.
5.2	<p><b>Periodic Coordination Conducted.</b> Weekly or more frequent coordination and informal status reports delivered to the project manager. Daily or more frequent coordination with local site personnel during relocations.</p>	<p>Notification occurs within two business days of potential issue when known in advance or within 24 hours of urgent problems, where less than two business days exist.</p> <p>The contractor shall notify the customer of potential problems 95% of the time.</p>
5.2	<p><b>Undamaged Equipment.</b> Sensitive equipment relocated in orders arrives at final location in operational condition, with no visible or hidden damage resulting from Contractor services.</p>	100% of the time. No deviations are acceptable.

The Government will utilize a Quality Assurance Surveillance Plan (QASP) throughout the life of the contract to ensure that the Contractor is performing the services required by this PWS in an acceptable manner. The Government reserves the right to alter or change the surveillance methods in the QASP at its own discretion.

Deviations from the performance thresholds outlined above will be documented in the contract file as outlined in section 6.5.

## 6.5 DOCUMENTING PERFORMANCE

### Acceptable Performance

The Government shall document acceptable performance in accordance with the chart above. Any report may become a part of the supporting documentation for any contractual action.

### Unacceptable Performance

When unacceptable performance occurs, the COR shall inform the CO. This will always be in writing although when circumstances necessitate immediate verbal communication, that communication will be followed in writing. The COR shall document the discussion and place it in the COR file.

When the CO determines formal written communication is required, the COR shall prepare a Contract Discrepancy Report (CDR), and present it to the contractor's program manager.

The Contractor shall acknowledge receipt of the CDR in writing to the CO. The CDR will state how long after receipt the contractor has to take corrective action. The CDR will also specify if the contractor is required to prepare a corrective action plan to document how the contractor shall correct the unacceptable performance and avoid a recurrence. The CO shall review the contractor's corrective action plan to determine acceptability.

CDRs may become a part of the supporting documentation for any contractual action deemed necessary by the CO, which may include no further issuance of orders under the IDIQ once the minimum guarantee is met due to unacceptable performance



## 7.0 FACILITY/RESOURCE PROVISIONS

The Contractor shall provide all staff, resources, tools, transportation, and similar necessary to accomplish the tasks in the PWS and associated orders.

## 8.0 GOVERNMENT FURNISHED PROPERTY

Government Furnished Property is not available for this effort. The Contractor shall provide all necessary personnel, skills, services, tools, equipment, and similar to execute the ROSE services under each order.

## 9.0 ABBREVIATIONS

Some or all of the following abbreviations may be used in this contract or orders.

A	Amp	NAC	National Agency Check
AC	Alternating Current	NACI	National Agency Check with Written Inquiries
ACS	Access Control System	NARA	National Archives and Records Administration
ADA	Americans with Disabilities Act	NCA	National Cemetery Administration
ANSI	American National Standards Institute	NDA	Non-Disclosure Agreement
APC	American Power Conversion	NEMA	National Electrical Manufacturers Association
ASHRAE	American Society of Heating, Refrigerating and Air Conditioning Engineers	NFPA	National Fire Protection Association
ATO	Authorization to Operate	NIST	National Institute of Standards and Technology
ATS	Automatic Transfer Switch	NLT	Not Later Than
AV	Antivirus	NOC	Network Operations Center
BAA	Business Associate Agreement	NSPD	National Security Presidential Directive
BI	Background Investigation	OC	Optical Carrier
C	Celsius	OCS	Office of Cyber Security
C&A	Certification & Accreditation	OE	Other Equipment
CD	Compact Disk	OIG	Office of the Inspector General
CFR	Code of Federal Regulations	OIT	Office of Information & Technology
CLIN	Contract Line Item Number	OMB	Office of Management & Budget
CO	Contracting Officer	OOB	Out Of Band
COB	Close of Business	OPM	Office of Personnel Management
COOP	Continuity of Operations	OS	Operating System
COR	Contracting Officer's Representative	PDU	Power Distribution Unit

CRAC	Computer Room Air Conditioner	PgM	Program Manager
CSCA	Contractor Security Control Assessment	PHI	Protected Health Information
DC	Direct Current	PIA	Privacy Impact Assessment
DCCI	Data Center Consolidation Initiative	PII	Personally Identifiable Information
DIET	Datacenter Infrastructure Equipment Transformation	PM	Project Manager
DNS	Domain Name Services	PMAS	Project Management Accountability System
DoD	Department of Defense	PMP	Project Management Plan
DSS	Defense Security Service	POA&M	Plan of Action & Milestones
DVA	Department of Veterans Affairs	POC	Point of Contact
EA	Enterprise Architecture	POP	Period of Performance
EIA	Electronic Industries Alliance	PWS	Performance Work Statement
EIT	Electronic and Information Technology	QASP	Quality Assurance Surveillance Plan
EPHI	Electronic Protected Health Information	QPR	Quarterly Progress Report
e-QIP	Electronic Questionnaire for Investigations Processing	ROSE	Relocation of Sensitive Equipment
ESD	Electrostatic Discharge	SAC	Special Agreement Check
F	Fahrenheit	SF	Square Foot
FAR	Federal Acquisition Regulation	SIC	Security and Investigation Center
FBI	Federal Bureau of Investigation	SII	Security Investigations Index
FDCC	Federal Desktop Core Configuration	SNMP	Simple Network Management Protocol
FedRAMP	Federal Risk and Authorization Management Program	SOR	Systems of Records
FIPS	Federal Information Processing Standards	SOW	Statement of Work
FISMA	Federal Information Security Management Act	SP	Special Publications
FOUO	For Official Use Only	SPD	Surge Protective Device
FTE	Full Time Equivalent	SPOF	Single Point of Failure
GFE	Government Furnished Equipment	T3	Transmission System 3
GOE	Government Operated Equipment	TAC	Technology Acquisition Center
GPS	Global Positioning System	TB	TeraByte
HIPAA	Health Insurance Portability and Accountability Act	TC	Technical Committee

HSPD	Homeland Security Presidential Directive	TI	Tenant Improvement
IaaS	Infrastructure as a Service	TIA	Telecommunications Industry Association
ICMP	Internet Control Message Protocol	TMS	Talent Management System
IM	Information Management	TRM	Technical Reference Model
IPv6	Internet Protocol version 6	TRMSP	Technical Reference Model/Standards Profile
ISO	Information Security Officer	TVSS	Transient Voltage Surge Suppressor
ISP	Internet Service Provider	UPS	Uninterruptible Power Supply
IST	Integrated Systems Testing	UPS	United Parcel Service
IT	Information Technology	URL	Uniform Resource Locator
kW	kiloWatt	USC	United States Code
kWh	kiloWatt-hour	USPS	United States Postal Service
LFMC	Liquid Tight Flexible Metal Conduit	V	Volt
MBI	Moderate Background Investigation	VA	Veterans Affairs
MOU-ISA	Memorandum of Understanding – Interconnection Service Agreement	VBA	Veterans Benefits Administration
MWh	MegaWatt-hour	VHA	Veterans Health Administration
MPDU	Modular Power Distribution Unit	VistA	Veterans Health Information Systems and Technology Architecture
MPR	Monthly Progress Report	W	Watt
MS	Microsoft	WAN	Wide Area Network

#### **10.0 Notice of the Federal Accessibility Law Affecting All Electronic and Information Technology Procurements (Section 508)**

On August 7, 1998, Section 508 of the Rehabilitation Act of 1973 was amended to require that when Federal departments or agencies develop, procure, maintain, or use Electronic and Information Technology, that they shall ensure it allows Federal employees with disabilities to have access to and use of information and data that is comparable to the access to and use of information and data by other Federal employees. Section 508 required the Architectural and Transportation Barriers Compliance Board (Access Board) to publish standards setting forth a definition of electronic and information technology and the technical and functional criteria for such technology to comply with Section 508. These standards have been developed and published with an effective date of December 21, 2000. Federal departments and agencies shall develop all Electronic and Information Technology requirements to comply with the standards found in 36 CFR 1194.

#### **Section 508 – Electronic and Information Technology (EIT) Standards:**

The Section 508 standards established by the Architectural and Transportation Barriers Compliance Board (Access Board) are incorporated into, and made part of all VA orders, solicitations and purchase orders developed to procure Electronic and Information Technology (EIT). These standards are found in their entirety at: <http://www.section508.gov> and <http://www.access-board.gov/sec508/standards.htm>.

A printed copy of the standards will be supplied upon request. The Contractor shall comply with the technical standards as marked:

- § 1194.21 Software applications and operating systems
- § 1194.22 Web-based intranet and internet information and applications
- § 1194.23 Telecommunications products
- § 1194.24 Video and multimedia products
- § 1194.25 Self-contained, closed products
- § 1194.26 Desktop and portable computers
- § 1194.31 Functional Performance Criteria
- § 1194.41 Information, Documentation, and Support

The standards do not require the installation of specific accessibility-related software or the attachment of an assistive technology device, but merely require that the EIT be compatible with such software and devices so that it can be made accessible if so required by the agency in the future.

### **11.0 Physical Security & Safety Requirements**

The Contractor and their personnel shall follow all VA policies, standard operating procedures, applicable laws and regulations while on VA property. Violations of VA regulations and policies may result in citation and disciplinary measures for persons violating the law.

1. The Contractor and their personnel shall wear visible identification at all times while they are on the premises.
2. VA does not provide parking spaces at the work site; the Contractor must obtain parking at the work site if needed. It is the responsibility of the Contractor to park in the appropriate designated parking areas. VA will not invalidate or make reimbursement for parking violations of the Contractor under any conditions.
3. Smoking is prohibited inside/outside any building other than the designated smoking areas.
4. Possession of weapons is prohibited.
5. The Contractor shall obtain all necessary licenses and/or permits required to perform the work, with the exception of software licenses that need to be procured from a Contractor or vendor in accordance with the requirements document. The Contractor shall take all reasonable precautions necessary to protect persons and property from injury or damage during the performance of this contract.

## **B.4 PRICE/COST SCHEDULE**

See Attachment A for details.

## SECTION C - CONTRACT CLAUSES

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

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

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

#### **C.1 52.216-18 ORDERING (OCT 1995)**

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from 06/10/2017 through 06/09/2022.

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

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

(End of Clause)

#### **C.2 52.216-19 ORDER LIMITATIONS (OCT 1995)**

(a) *Minimum order.* When the Government requires supplies or services covered by this contract in an amount of less than \$2,000.00, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

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

(1) Any order for a single item in excess of \$500,000.00;

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

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

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

(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 3 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of Clause)

### **C.3 52.216-22 INDEFINITE QUANTITY (OCT 1995)**

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

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

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

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; *provided*, that the Contractor shall not be required to make any deliveries under this contract after 06/09/2022.

(End of Clause)

### **C.4 FAR 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)**

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

(End of Clause)

### **C.5 SUPPLEMENTAL INSURANCE REQUIREMENTS**

In accordance with FAR 28.307-2 and FAR 52.228-5, the following minimum coverage shall apply to this contract:

(a) Workers' compensation and employers liability: Contractors are required to comply with applicable Federal and State workers' compensation and occupational disease statutes. If occupational diseases are not compensable under those statutes, they shall be covered under the employer's liability section of the insurance policy, except when contract operations are so commingled with a Contractor's commercial operations that it would not be practical to require this coverage. Employer's liability coverage of at least \$100,000 is required, except in States with exclusive or monopolistic funds that do not permit workers' compensation to be written by private carriers.

(b) General Liability: \$500,000.00 per occurrences.

(c) Automobile liability: \$200,000.00 per person; \$500,000.00 per occurrence and \$20,000.00 property damage.

(d) The successful bidder must present to the Contracting Officer, prior to award, evidence of general liability insurance without any exclusionary clauses for asbestos that would void the general liability coverage.

(End of Clause)

### **C.6 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.7 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.8 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.9 VAAR 852.232-72 ELECTRONIC SUBMISSION OF PAYMENT REQUESTS (NOV 2012)**

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

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

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

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



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

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

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

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

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

(1) VA's Electronic Invoice 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.10 VAAR 852.237-70 CONTRACTOR RESPONSIBILITIES (APR 1984)**

The contractor shall obtain all necessary licenses and/or permits required to perform this work. He/she shall take all reasonable precautions necessary to protect persons and property from injury or damage

during the performance of this contract. He/she shall be responsible for any injury to himself/herself, his/her employees, as well as for any damage to personal or public property that occurs during the performance of this contract that is caused by his/her employees fault or negligence, and shall maintain personal liability and property damage insurance having coverage for a limit as required by the laws of the State of the location at the task order level. 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.11 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)**

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

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

(End of Clause)

<b><u>FAR</u></b> <b><u>Number</u></b>	<b><u>Title</u></b>	<b><u>Date</u></b>
52.203-17	CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS	APR 2014
52.204-18	COMMERCIAL AND GOVERNMENT ENTITY CODE MAINTENANCE	JUL 2016
52.228-5	INSURANCE—WORK ON A GOVERNMENT INSTALLATION	JAN 1997
52.232-37	MULTIPLE PAYMENT ARRANGEMENTS	MAY 1999
52.232-40	PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS	DEC 2013

(End of Addendum to 52.212-4)

### **C.12 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS—COMMERCIAL ITEMS (JAN 2017)**

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

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

(2) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (NOV 2015).

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

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

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

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

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

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

(4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (OCT 2016) (Pub. L. 109-282) (31 U.S.C. 6101 note).

(5) [Reserved]

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

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

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

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

(10) [Reserved]

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

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

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

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

(13) [Reserved]

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

- (ii) Alternate I (NOV 2011).
- (iii) Alternate II (NOV 2011).
- (15)(i) 52.219-7, Notice of Partial Small Business Set-Aside (June 2003) (15 U.S.C. 644).
- (ii) Alternate I (Oct 1995) of 52.219-7.
- (iii) Alternate II (Mar 2004) of 52.219-7.
- (16) 52.219-8, Utilization of Small Business Concerns (NOV 2016) (15 U.S.C. 637(d)(2) and (3)).
- (17)(i) 52.219-9, Small Business Subcontracting Plan (JAN 2017) (15 U.S.C. 637(d)(4)).
- (ii) Alternate I (NOV 2016) of 52.219-9.
- (iii) Alternate II (NOV 2016) of 52.219-9.
- (iv) Alternate III (NOV 2016) of 52.219-9.
- (v) Alternate IV (NOV 2016) of 52.219-9.
- (18) 52.219-13, Notice of Set-Aside of Orders (NOV 2011) (15 U.S.C. 644(r)).
- (19) 52.219-14, Limitations on Subcontracting (JAN 2017) (15 U.S.C. 637(a)(14)).
- (20) 52.219-16, Liquidated Damages—Subcontracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).
- (21) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (NOV 2011) (15 U.S.C. 657f).
- (22) 52.219-28, Post Award Small Business Program Rerepresentation (Jul 2013) (15 U.S.C. 632(a)(2)).
- (23) 52.219-29, Notice of Set-Aside for, or Sole Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (DEC 2015) (15 U.S.C. 637(m)).
- (24) 52.219-30, Notice of Set-Aside for, or Sole Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (DEC 2015) (15 U.S.C. 637(m)).
- (25) 52.222-3, Convict Labor (June 2003) (E.O. 11755).
- (26) 52.222–19, Child Labor—Cooperation with Authorities and Remedies (OCT 2016) (E.O. 13126).
- (27) 52.222-21, Prohibition of Segregated Facilities (APR 2015).
- (28) 52.222–26, Equal Opportunity (SEP 2016) (E.O. 11246).
- (29) 52.222-35, Equal Opportunity for Veterans (OCT 2015) (38 U.S.C. 4212).
- (30) 52.222-36, Equal Opportunity for Workers with Disabilities (JUL 2014) (29 U.S.C. 793).
- (31) 52.222-37, Employment Reports on Veterans (FEB 2016) (38 U.S.C. 4212).

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

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

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

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

(35) 52.222-59, Compliance with Labor Laws (Executive Order 13673) (OCT 2016). (Applies at \$50 million for solicitations and resultant contracts issued from October 25, 2016 through April 24, 2017; applies at \$500,000 for solicitations and resultant contracts issued after April 24, 2017).

**Note to paragraph (b)(35):** By a court order issued on October 24, 2016, 52.222-59 is enjoined indefinitely as of the date of the order. The enjoined paragraph will become effective immediately if the court terminates the injunction. At that time, DoD, GSA, and NASA will publish a document in the **Federal Register** advising the public of the termination of the injunction.

(36) 52.222-60, Paycheck Transparency (Executive Order 13673) (OCT 2016).

(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.)

(38) 52.223-11, Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (JUN 2016) (E.O. 13693).

(39) 52.223-12, Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (JUN 2016) (E.O. 13693).

(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.)

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

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

(41)(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.

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

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

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

(44) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (AUG 2011)

(45) 52.223-20, Aerosols (JUN 2016) (E.O. 13693).

(46) 52.223-21, Foams (JUN 2016) (E.O. 13693).

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

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

(48) 52.225-1, Buy American—Supplies (MAY 2014) (41 U.S.C. chapter 83).

(49)(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.

(50) 52.225-5, Trade Agreements (OCT 2016) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

(51) 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).

(52) 52.225-26, Contractors Performing Private Security Functions Outside the United States (OCT 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

(53) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).

(54) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).

(55) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

(56) 52.232-30, Installment Payments for Commercial Items (JAN 2017) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

(57) 52.232-33, Payment by Electronic Funds Transfer—System for Award Management (Jul 2013) (31 U.S.C. 3332).

(58) 52.232-34, Payment by Electronic Funds Transfer—Other than System for Award Management (Jul 2013) (31 U.S.C. 3332).

(59) 52.232-36, Payment by Third Party (MAY 2014) (31 U.S.C. 3332).

(60) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

(61) 52.242-5, Payments to Small Business Subcontractors (JAN 2017)(15 U.S.C. 637(d)(12)).

(62)(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) 52.222-17, Nondisplacement of Qualified Workers (MAY 2014) (E.O. 13495).

(2) 52.222-41, Service Contract Labor Standards (MAY 2014) (41 U.S.C. chapter 67).

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

Employee Class	Monetary Wage-Fringe Benefits (Austin, TX)
21050-Material Handling Laborer	\$10.54
31361-Truckdriver, Light	\$12.32
31364-Truckdriver, Tractor-Trail	\$14.88

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

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

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

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

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

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

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

(11) 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 (OCT 2015) (41 U.S.C. 3509).

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

(iii) 52.219-8, Utilization of Small Business Concerns (NOV 2016) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities.

(iv) 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.

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

(vi) 52.222-26, Equal Opportunity (SEP 2016) (E.O. 11246).

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

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

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

(x) 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.

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



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

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

(xiii) 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).

(xiv) 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).

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

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

(xvii) 52.222-59, Compliance with Labor Laws (Executive Order 13673) (OCT 2016) (Applies at \$50 million for solicitations and resultant contracts issued from October 25, 2016 through April 24, 2017; applies at \$500,000 for solicitations and resultant contracts issued after April 24, 2017).

**Note to paragraph (e)(1)(xvii):** By a court order issued on October 24, 2016, 52.222-59 is enjoined indefinitely as of the date of the order. The enjoined paragraph will become effective immediately if the court terminates the injunction. At that time, DoD, GSA, and NASA will publish a document in the **Federal Register** advising the public of the termination of the injunction.

(xviii) 52.222-60, Paycheck Transparency (Executive Order 13673) (OCT 2016)).

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

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

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

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

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

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

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

(End of Clause)

### **C.13 MANDATORY WRITTEN DISCLOSURES**

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

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

### **D.1 ATTACHMENT A – PRICING SPREADSHEET**

See attached document: ATTACHMENT A Pricing Spreadsheet - VA119A-17-R-0168.

## D.2 ATTACHMENT B – PAST PERFORMANCE QUESTIONNAIRE

**AGENCY:** Department of Veterans Affairs, Strategic Acquisition Center - Frederick

**TO:** Melissa Maloy, Contracting Officer  
Amanda Burke, Contract Specialist

**RFP:** VA119A-17-R-0168

**TITLE:** VA OI&T Relocation of Sensitive Equipment (ROSE) IDIQ

**PHONE:** 240-215-1630

**E-MAIL SUBMISSION TO:** [Amanda.Burke3@va.gov](mailto:Amanda.Burke3@va.gov) & [Melissa.Maloy@va.gov](mailto:Melissa.Maloy@va.gov)

### INFORMATION REQUEST: PAST PERFORMANCE

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

Please send completed questionnaires to [Melissa.Maloy@va.gov](mailto:Melissa.Maloy@va.gov) and [Amanda.Burke3@va.gov](mailto:Amanda.Burke3@va.gov)

### PAST PERFORMANCE QUESTIONNAIRE

Contractor's Name: \_\_\_\_\_

Contractor's Past Performance Effort/Contract No.: \_\_\_\_\_

Name of Person Completing the Performance Evaluation: \_\_\_\_\_

Telephone: \_\_\_\_\_ E-mail: \_\_\_\_\_

Title: \_\_\_\_\_

Company/Organization: \_\_\_\_\_

Please rate the contractor 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

<b>1. Overall quality/satisfaction</b>	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"/>
--	------------------------------	----------------------------	----------------------------	----------------------------	----------------------------	----------------------------

Overall satisfaction with the Contractor’s performance.

<b>2. Delivery performance</b>	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"/>
--------------------------------	------------------------------	----------------------------	----------------------------	----------------------------	----------------------------	----------------------------

Delivery performance includes delivery consistency, on time performance, and flexibility in responding to emerging issues and implementing required solutions.

<b>3. Satisfaction with the quality of service delivered</b>	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 effectiveness and applicability of the plans and strategies delivered and the actual implementation of those.

<b>4. Satisfaction with problem resolution</b>	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 Contractor’s ability to solve problems, the speed in which they handle problems, and their effective delivery of resolutions.

<b>5. Satisfaction with the quality of contractor personnel</b>	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 contractor’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 Contractor's 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 If yes, what database?
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 Contractor?
14. Provide a brief description of the services provided by the Contractor for this contract.

Please attach any past performance database reports or other material you deem appropriate to a full understanding of the contractor's past performance by the evaluator. Please provide information on any adverse performance by the contractor and the corrective actions taken.

## D.3 ATTACHMENT C – SAMPLE ORDER 1 PWS

### PERFORMANCE WORK STATEMENT (PWS) ROSE IDIQ Sample Order 1

#### 1.0 Background

The Department of Veterans Affairs (VA, or “Agency”), Office of Information & Technology (OI&T), is currently involved in an Agency-wide Data Center Consolidation Initiative, (DCCI) to reduce the number of datacenters that it operates, and as a result the amount of occupied square footage and operational costs in accordance with guidance from the Office of Management and Budget’s (OMB) Federal Data Center Consolidation Initiative (FDCCI).

The Agency’s datacenter architecture transformation is expected to last approximately five years, culminating in the “Vision 2020” architecture model designed to provide more optimal, managed, network-centric Information Technology (IT) services in support of critical business functions. As the Agency identifies and approves consolidation and closure projects to decrease the enterprise datacenter inventory, the projects will require the physical relocation of sensitive equipment including but not limited to IT hardware. The VA does not have the personnel, skills, or resources to provide the relocation support services.

#### 2.0 Scope of Work

The Contractor shall provide support services to safely, rapidly, and economically relocate sensitive electronic and similar equipment necessary to allow the Government to consolidate and/or close existing Agency enterprise datacenters.

The Contractor shall relocate IT equipment from a VA data center location in Arlington, TX to a VA data center location in Austin, TX. Note: Approximate distance of the move is 209 miles. Exact addresses to be provided after order award. The specific equipment to be relocated is noted in the summary table below.

	Quantity	Total Rack Units	Comments
IT equipment racks	0	n/a	No racks will be shipped with this order. Stand-alone IT server/storage equipment only.
Self-contained rack systems	0	n/a	No self-contained units (tape drives, etc.) will be shipped with this order.
19" server/storage devices	5	10	
Removable hard drives	36	n/a	
Other	n/a	n/a	No other equipment will be shipped with this order.

The work required for this relocation project includes:

1. Detailed development and coordination of individual site transformation plans.
2. Ongoing coordination between the Contractor, OI&T project team, and affected consolidation site staff throughout the project.
3. Coordination with external IT service providers required by contract to be involved with physical equipment moves in order to maintain maintenance service contracts and warranties.
4. Starting site preparation to protect Government resources and enable efficient physical moves.

5. Document and label sensitive equipment slated for relocation; un-rack rack-mounted IT equipment.
6. Package sensitive equipment for shipping. Provide all necessary packaging equipment and materials.
7. Load sensitive equipment into transportation. Provide all necessary equipment and tools to accomplish the relocation.
8. Transport sensitive equipment from start location to finish location.
9. Finishing site preparation to protect Government resources and enable efficient physical moves.
10. Unload sensitive equipment from transportation to Government facility staging location (as coordinated). Provide all necessary equipment and tools.
11. Un-package sensitive equipment for reinstallation.
12. Validate that no physical damage has occurred to sensitive equipment during relocation activities.
13. Relocate sensitive equipment to coordinated location within finishing Government facility.  
Re-rack the rack-mounted IT equipment per coordinated plans and/or starting site documentation.
14. Detail cleaning of finishing site to ensure conditions remain the same prior to the relocation.
15. Walkthrough with receiving site Government point of contact (POC) for final order acceptance.

**3.0 Performance Details**

**3.1 Performance Period**

The period of performance shall be for one year from the effective date. Work shall be completed over a single target shipping window, with dates subject to change within the period of performance. The move will be conducted outside of normal business hours, on a weekend, in order to allow normal operation of the IT equipment on the proceeding and following business weeks. The initial target shipping window is 1800 hours, Friday, 11 November 2016 through 1400 hours, Sunday, 13 November 2016.

**3.2 Place of Performance**

The VA locations for performance of this order are a VA data center located in Arlington, TX, and a VA data center located in Austin, TX.

**3.3 Travel**

The Government does not anticipate travel to be necessary under this effort to perform the tasks associated with the effort.

**4.0 Specific Tasks/ Deliverables/Performance Metrics**

**4.1 Project Management**

The Contractor shall develop a Relocation Plan specific to this order. The plan shall address all items noted in sections 4.1.1 – 4.1.5.

Deliverable:

Relocation Plan

Additionally, the contractor shall perform the following IDIQ Tasks in support of this relocation effort.

- 4.1.1 Planning & Preparation;
- 4.1.2 Execution;
- 4.1.3 Transport Vehicles;
- 4.1.5 Cleanliness

**4.1 Deliverables**

<b>Deliverable</b>	<b>Format</b>	<b>Periodicity</b>	<b>Distribution</b>
Relocation Plan	Electronic, vendor format.	Single instance, submitted not less than (NLT) two calendar weeks prior to the scheduled beginning of physical relocation services	COR



**4.2 Performance Metrics**

The contractor shall adhere to the Performance Metrics outlined in the IDIQ.

**5.0 General Requirements**

**5.1 Facility/Resource Provisions**

The Contractor shall provide all staff, resources, tools, transportation, and similar necessary to accomplish the tasks in the PWS and associated orders.

**5.2 Government Furnished Property**

Government Furnished Property is not available for this effort. The Contractor shall provide all necessary personnel, skills, services, tools, equipment, and similar to execute the ROSE services under this order.

**5.3 Other Direct Costs**

Packing and shipping materials costs shall be pre-approved by the COR and CO for reimbursement.

## D.4 ATTACHMENT D – SAMPLE ORDER 2 PWS

### PERFORMANCE WORK STATEMENT (PWS) ROSE IDIQ Sample Order 2

#### 1.0 Background

The Department of Veterans Affairs (VA, or “Agency”), Office of Information & Technology (OI&T), is currently involved in an Agency-wide Data Center Consolidation Initiative, (DCCI) to reduce the number of datacenters that it operates, and as a result the amount of occupied square footage and operational costs in accordance with guidance from the Office of Management and Budget’s (OMB) Federal Data Center Consolidation Initiative (FDCCI).

The Agency’s datacenter architecture transformation is expected to last approximately five years, culminating in the “Vision 2020” architecture model designed to provide more optimal, managed, network-centric Information Technology (IT) services in support of critical business functions. As the Agency identifies and approves consolidation and closure projects to decrease the enterprise datacenter inventory, the projects will require the physical relocation of sensitive equipment including but not limited to IT hardware. The VA does not have the personnel, skills, or resources to provide the relocation support services.

#### 2.0 Scope of Work

The Contractor shall provide support services to safely, rapidly, and economically relocate sensitive electronic and similar equipment necessary to allow the Government to consolidate and/or close existing Agency enterprise datacenters.

The Contractor shall relocate IT equipment from a VA data center location in Ann Arbor, MI to a VA data center location in Hines, IL. Note: Approximate distance of the move is 277 miles. The specific equipment to be relocated is noted in the summary table below.

	Quantity	Total Rack Units	Comments
IT equipment racks	3	n/a	
Self-contained rack systems	2	n/a	
19" server/storage devices	26	63	
Removable hard drives	150	n/a	
Other	n/a	n/a	No other equipment will be shipped with this order.

The work required for this relocation project includes:

1. Detailed development and coordination of individual site transformation plans.
2. Ongoing coordination between the Contractor, OI&T project team, and affected consolidation site staff throughout the project.
3. Coordination with external IT service providers required by contract to be involved with physical equipment moves in order to maintain maintenance service contracts and warranties.
4. Starting site preparation to protect Government resources and enable efficient physical moves.
5. Document and label sensitive equipment slated for relocation; unrack rack-mounted IT equipment.

6. Package sensitive equipment for shipping. Provide all necessary packaging equipment and materials.
7. Load sensitive equipment into transportation. Provide all necessary equipment and tools to accomplish the relocation.
8. Transport sensitive equipment from start location to finish location.
9. Finishing site preparation to protect Government resources and enable efficient physical moves.
10. Unload sensitive equipment from transportation to Government facility staging location (as coordinated). Provide all necessary equipment and tools.
11. Unpackage sensitive equipment for reinstallation.
12. Validate that no physical damage has occurred to sensitive equipment during relocation activities.
13. Relocate sensitive equipment to coordinated location within finishing Government facility. Re-rack rack-mounted IT equipment per coordinated plans and/or starting site documentation.
14. Detail cleaning of finishing site to ensure conditions remain the same prior to the relocation.
15. Walkthrough with receiving site Government point of contact (POC) for final order acceptance.

**3.0 Performance Details**

**3.1 Performance Period**

The period of performance shall be for one year from date of award. Work shall be completed over a single target shipping window, with dates subject to change within the period of performance. The move will be conducted outside of normal business hours, on a weekend, in order to allow normal operation of the IT equipment on the proceeding and following business weeks. The initial target shipping window is 1800 hours, Friday, 11 November 2016, through 1400 hours, Sunday, 13 November 2016.

**3.2 Place of Performance**

The VA locations for performance of this order are a VA data center located in Ann Arbor, MI and a VA data center located in Hines, IL.

**3.3 Travel**

The Government does not anticipate travel to be necessary under this effort to perform the tasks associated with the effort.

**4.0 Specific Tasks/Deliverables/Performance Metrics**

**4.1 Project Management**

The Contractor shall develop a Relocation Plan specific to this order. The plan shall address all items noted in sections 4.1.1 – 4.1.5

Deliverable:

Relocation Plan

Additionally, the contractor shall perform the following IDIQ Tasks in support of this relocation effort.

- 4.1.1 Planning & Preparation;
- 4.1.2 Execution;
- 4.1.3 Transport Vehicles;
- 4.1.5 Cleanliness

**4.1 Deliverables**

Deliverable	Format	Periodicity	Distribution
Relocation Plan	Electronic, vendor format.	Single instance, submitted no less than (NLT) two calendar weeks prior to the scheduled beginning of physical relocation services	COR

**4.2 Performance Metrics**

The contractor shall adhere to the Performance Metrics outlined in the IDIQ.

**5.0 General Requirements**

**5.1 Facility/Resource Provisions**

The Contractor shall provide all staff, resources, tools, transportation, and similar necessary to accomplish the tasks in the PWS and associated orders.

**5.2 Government Furnished Property**

Government Furnished Property is not available for this effort. The Contractor shall provide all necessary personnel, skills, services, tools, equipment, and similar to execute the ROSE services under this order.

**5.3 Other Direct Costs**

Packing and shipping materials costs shall be pre-approved by the COR and CO for reimbursement.

**D.5 ATTACHMENT E – WAGE DETERMINATIONS - SCA**

SEE THE ATTACHED PDF.

## SECTION E - SOLICITATION PROVISIONS

### E.1 INSTRUCTIONS TO OFFERORS

#### 1. INTRODUCTION

- A. All proposal intentions, questions/communications, and proposal submissions shall be submitted via email to the CO and the Contract Specialist via email to [Melissa.Maloy@va.gov](mailto:Melissa.Maloy@va.gov) and [Amanda.Burke3@va.gov](mailto:Amanda.Burke3@va.gov) no later than the closing date specified on the SF 1449, Block 20.
- B. Indicate your intention to provide a proposal via email on or before close of business on the date specified on the SF1449, Block 20. It is requested that a negative response be indicated as well.
- C. All questions from contractors regarding this solicitation shall be submitted via email to [Melissa.Maloy@va.gov](mailto:Melissa.Maloy@va.gov) and [Amanda.Burke3@va.gov](mailto:Amanda.Burke3@va.gov) on or before date/time specified on the SF1449, Block 20. Only written questions will be accepted. It is requested that all questions be combined into one Microsoft Word document per offeror.
- D. Proposals shall be submitted to the CO and the Contract Specialist via email to [Melissa.Maloy@va.gov](mailto:Melissa.Maloy@va.gov) and [Amanda.Burke3@va.gov](mailto:Amanda.Burke3@va.gov) on or before date/time specified on the SF1449, Block 8. Proposals received after the due date/time will be late and may not be considered. Contractor's responses shall be submitted in accordance with the following Proposal File instructions
- a. Format. The submission shall be clearly indexed and logically assembled. 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. Proposal page limitations are applicable to this procurement. The table below indicates the maximum page count (when applicable) for each volume of the Offeror's Proposal.

All files will be submitted as either a Microsoft Excel (.xls/.xlsx), Word (.doc/.docx) file, Acrobat (.pdf) file or compatible, unless specified in the table below. Page size shall be no greater than 8 1/2" x 11". Where possible, printing shall be on both sides to save paper. The top, bottom, left and right margins shall be a minimum of one inch (1") each. 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. Tables and illustrations may use a reduced font size not less than 8-point and may be landscape. Line spacing shall be set at no less than single space. Each paragraph shall be separated by at least one blank line. Each page shall include a header or footer to identify the page number and volume to which it belongs. Page numbers, company logos, and headers and footers are not bound by the 12-point font requirement. Footnotes to text shall not be used. All proprietary information shall be clearly and properly marked. If the Offeror submits annexes, documentation, attachments or the like, not specifically required by this solicitation, such will count against the Offeror's page limitations unless otherwise indicated in the specific volume instructions below. 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. Pages not evaluated due to violation of the margin, font or spacing restrictions will not count against the page limitations. The page count will be determined by counting the pages in the order they come up in the print layout view. A cover page, table of contents and/or a glossary of abbreviations or acronyms will not be included in the page count of the any volume.

However, be advised that any and all information contained within any cover page, table of contents and/or glossary of abbreviations or acronyms submitted with an Offeror's Proposal will not be evaluated by the Government.

- b. **File Packaging.** All of the Proposal files may be compressed (zipped) into one file entitled "Proposal.zip" using WinZip version 6.2 or later version or the Proposal files may be submitted individually. Proposal files submitted individually shall include the Offeror name and the volume title (i.e., "[Offeror Name] Tech.pdf"). The Government is not responsible for corrupted files, files that are missing, files that cannot be opened, files that are not compatible, or files that cannot be read.
- c. **Content Requirements.** All information shall be confined to the appropriate file. The Offeror shall confine submissions to essential matters, sufficient to define the Proposal and provide an adequate basis for evaluation. Offerors are responsible for including sufficient details, in a concise manner, to permit a complete and accurate evaluation of each Proposal. The use of hyperlinks or embedded attachments in Proposals is prohibited and such items will not be evaluated. The titles and page limits requirements for each file are shown in the Table below:

Volume Number	Factor	File Name	Page Limitations
Volume I	Technical/Management Approach	[Offeror]Tech.[ext] Sample1.doc/pdf Sample2.doc/pdf	10 pages (Sample Orders will not be included in page limitation and are limited to 5 pages each.)
Volume II	Performance Risk	[Offeror]Perf.[ext]	6 pages (not including PPQs)
Volume III	Price	[Offeror]Price.xls/.xlsx Spreadsheet.xls PriceSample1.xls PriceSample2.xls	None
Volume IV	SF1449, Amendments & Other Documents	[Offeror].[pdf]	None

See also FAR 52.212-1, Instructions to Offerors – Commercial Items. The cover page, table of contents, résumés and/or a glossary of abbreviations or acronyms will not be included in the page count of Volume I. Under no circumstances shall any pricing be included in the Technical/Management Approach or Performance Risk volumes.

### **VOLUME TECHNICAL/MANAGEMENT APPROACH EVALUATION**

Offerors shall at a minimum demonstrate the following in their Technical/Management Approach:

- 1) Understanding of the work, including thoroughness shown in understanding the objectives of the PWS and specific tasks.
- 2) Ability to address anticipated potential problem areas, creativity, and feasibility of solutions to problems.
- 3) Provide a plan that addresses ability to manage multiple orders simultaneously.
- 4) Provide an outline of how the effort required by the solicitation will be assigned for performance within the Offeror's corporate entity and among the proposal subcontractors/teaming partners, if applicable. If subcontracting/teaming with a large business, provide plan to ensure small business set-aside requirements are met.
- 5) Provide a draft Project Management Plan for sample order 1 (See Attachment E of the RFP).

- 6) Provide a draft Project Management Plan for sample order 2 (See Attachment F of the RFP).

## **VOLUME II – PERFORMANCE RISK**

The Offeror shall provide a description of up to three contracts for which performance occurred during the three years immediately prior to the Proposal submission date. The contracts may be held with Federal, State, and local governments or private entities and may represent prime contracts, task/delivery orders, or subcontracts. The contracts may be held by any member of the proposed vendor structure. The contracts must be relevant, defined as services which, when considered as a whole, are similar in size, scope, and complexity when compared to the anticipated requirements of this procurement. Data concerning the prime contractor shall be provided first, followed by each proposed major subcontractor, teaming partner, or mentor/protégé, in alphabetical order. For each of the up to three contracts, the Offeror shall provide the following:

- 1) Contract information, to include:
  - a. Contractor/Subcontractor place of performance, CAGE Code and DUNS Number. If the work was performed as a subcontractor, also provide the name of the prime contractor and Point of Contact (POC) within the prime contractor organization (name, and current address, e-mail address, and telephone and fax numbers);
  - b. Contracting activity, and current address, Procuring CO's name, e-mail address, and telephone number;
  - c. Technical representative/Contracting Officer's Representative (COR), and current e-mail address, and telephone number. State whether Technical representative/COR was sent the PPQ request or identify the person who the request was made;
  - d. Contract Number and, in the case of Indefinite Delivery type contracts, General Service Administration (GSA) contracts, and Blanket Purchase Agreements, include Task/Delivery Order Number(s) also;
  - e. Contract Type (specify type such as Fixed Price (FP), Cost Reimbursement (CR), Time & Materials (T&M), etc.). In the case of Indefinite Delivery contracts, indicate specific type (Requirements, Definite Quantity, and Indefinite Quantity) and secondary contract type (FP, CR, T&M, etc.);
  - f. Awarded price/cost and final, or projected, final price/cost;
  - g. Original delivery schedule, including dates of start and completion of work and final, or projected final, delivery schedule, including dates of start and completion of work.
- 2) Contract description: The Offeror shall provide a narrative explanation describing the scope and purpose of the contract and detailing how the effort is relevant to the requirements of this solicitation. For any contract(s)/task order(s) that did not/do not meet original schedule or technical performance requirements, provide a brief explanation of the reason(s) for the shortcoming(s) and any corrective action(s) taken to avoid recurrence. The Offeror shall indicate if any of the contracts listed were terminated, and the type and reasons for the termination.
- 3) New Corporate Entities. New corporate entities may submit data on prior contracts involving its officers and employees. However, in addition to the other requirements in this section, the Offeror shall discuss in detail the role performed by such persons in the prior contracts cited. Information should be included in the files described in the sections above.



- 4) Complete Past Performance Questionnaires (PPQs): The Government will accept no more than three PPQs (included as an Attachment to the RFP). The Offeror shall distribute the PPQ found in the RFP to the POC for each of the past performance references found in the above mentioned narrative. The Government will accept only one completed PPQ per reference. The Offeror shall instruct the POC of the referenced entity to return the completed PPQ directly to the Contract Specialist and the CO via email to [Melissa.Maloy@va.gov](mailto:Melissa.Maloy@va.gov) and [Amanda.Burke3@va.gov](mailto:Amanda.Burke3@va.gov) no later than the closing date specified on the SF 1449, Block 8 (inclusive of any closing date extensions granted via amendment).

The Government may also consider past performance information obtained through other sources. Past performance information will be utilized to determine the quality of the Offeror's past performance as it relates to the probability of success of the required effort. The Government may use information provided by the Offeror in their Proposal submission, information in both Government and commercial databases, and other reasonably available information that VA determines is relevant. The more closely the past performance of services matches the RFP requirements in terms of performance (i.e., similar size, scope, and complexity), the more relevant the performance will be considered. If the Offeror has no relevant past performance, it shall affirmatively state that it possesses no relevant past performance.

### **VOLUME III – PRICE**

Price will not be evaluated adjectivally or assigned a score. Offerors shall complete Attachment A-Pricing Spreadsheet. The offeror shall complete Attachment A, Pricing Spreadsheet, of the RFP. The offeror should not alter in any way the information other than to enter their proposed rates within the attachment. The attachment shall be submitted as an Excel spreadsheet. Offerors shall propose values that are rounded to two decimal places. For all Wage Determination labor categories (identified in Attachment A with an asterisk), the offeror shall provide an hourly rate, fringe benefits, total hourly rate + fringe benefits, and a fully burdened rate. For all other labor categories, the offeror shall provide a total hourly rate + fringe benefits and a fully burdened rate. The offeror shall provide a total of all fully burdened rates.

Note: The representative pricing for sample orders will be used in the best value determination. All unit prices and total prices shall be rounded to two decimal places.

### **VOLUME IV - SF1449, AMENDMENTS & OTHER DOCUMENTS**

The following shall be included in this volume:

- 1) Signed SF 1449 and amendment(s), if any. An authorized official of the prime contractor shall sign the SF 1449, amendment(s) and all certifications requiring signature. Only original signatures will be accepted; typed and electronic signatures are unacceptable.
- 2) Any proposed terms and conditions and/or assumptions upon which the Proposal is predicated. Offerors are hereby advised that any contractor-imposed terms and conditions and/or assumptions which deviate from the Government's material terms and conditions established by the solicitation, may render the Offeror Proposal Unacceptable; thereby, ineligible for award.

A copy of the Vendor Information Pages (VIP) verified notification found on VetBiz.gov.  
ADDENDUM to FAR 52.212-1 INSTRUCTIONS TO OFFERORS—COMMERCIAL ITEMS

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:

## **E.2 52.212-2 EVALUATION—COMMERCIAL ITEMS (OCT 2014)**

### **A. BASIS FOR AWARD**

The Government will award a single award contract resulting from this solicitation based on the best overall proposal that is determined to be the most beneficial to the Government (i.e., best value). The best value trade-off process technique will be used. Award will be made based on the best overall (i.e., best value) proposal(s) that are determined to be the most beneficial to the Government, with appropriate consideration given to the price factor and the following non-price evaluation factors in descending order of importance: Technical/Management Approach and Performance Risk. The non-Price Factors, when combined, are significantly more important than the Price Factor. Price will be evaluated inclusive of the proposed base, option pricing and sample order pricing. The Service Contract Act (SCA) applies and wage determinations shall be included in the RFP to ensure compliance with the SCA.

The Government reserves the right to award without conducting discussions; award may be based upon the initial evaluation of proposals. Proposals that merely restate the requirement or state that the requirement shall be met, without providing supporting rationale, are not sufficient. Contractors who fail to meet the minimum requirements of the solicitation shall be rated unacceptable and, thus, ineligible for award.

Contractors are cautioned that the award may not necessarily be made to the contractor with the lowest price proposal or the most highly rated technical Proposal. Award may be made to other than the lowest priced offer, if the Government determines that a price premium is warranted due to merits of or more of the non-price factors.

### **B. FACTORS TO BE EVALUATED**

The Government will use a best value trade off approach to select the awardee, using the following criteria, listed in descending order of importance, when evaluating proposals:

Non-Price Factors (in descending order of importance):

- 1) Technical/Management Approach; and
- 2) Performance Risk.

Price Factor:

Price.

### **C. EVALUATION APPROACH**

Contents of the written proposals will be evaluated to determine the degree and extent to which the requirements set forth in the Request for Proposals (RFP) and Performance Work Statement (PWS) are satisfied. Proposals which merely restate the requirement or state that the requirement will be met, without providing supporting rationale, are not sufficient. Offerors which fail to meet the minimum requirements of the solicitation will be rated unacceptable; thereby, ineligible for award.

#### **1. TECHNICAL/MANAGEMENT APPROACH EVALUATION**

The Government will evaluate the proposal based on the following:

- a) Understanding of the Problem - The proposal will be evaluated to determine the extent to which it demonstrates a clear understanding of all features involved in solving the problems and meeting the requirements presented in the PWS. The Proposal will be evaluated strictly in accordance

- with its written content. A proposal which merely restates the requirement or states that the requirement will be met, without providing supporting rationale, is not sufficient.
- b) Completeness - The proposal will be evaluated to determine whether the Offeror's methods and approach have adequately and completely considered, defined, and satisfied the requirements specified in the RFP. Risk relative to the proposed Technical /Management Approach is evaluated as part of the Technical Evaluation to ascertain the degree of risk associated with the Offeror's proposed approach and the likelihood of success of the proposed approach.
  - c) Sample Orders - The proposal will be evaluated to determine whether the Offeror's sample order draft Project Management Plans are relevant for this project and provide the technical capability to perform the tasks under each order.

## 2. PERFORMANCE RISK

This factor will include a separate evaluation of both Experience and Past Performance. The evaluation will only consider references which are timely, defined as services performed within the last three years, and relevant, defined as services which, when considered as a whole, are similar in size, scope, and complexity. The Government will consider experience and past performance for the proposed prime contractor to be significantly more important than experience and past performance submitted for any other member of the vendor structure, to include the subcontractor(s). For the purposes of evaluating prime contractor experience and past performance, the prime contractor is defined as the contractor identified in Block 17a of the SF 1449. Projects performed by contractors other than the Offeror, such as subcontractors, will not be evaluated as prime contractor experience or past performance, unless those other contractors are part of a joint venture Offeror as demonstrated by a signed joint venture agreement. For past performance which is timely and relevant, the evaluation will consider the following:

- a. Experience – Experience is the skill and knowledge gained by performing services. The information provided will be evaluated to determine the extent to which the contractor has previously provided relevant services (as defined under Instructions to Offerors) which would meet or exceed the needs of this procurement. The Government will consider the level of risk associated with the contractor's experience.
- b. Past Performance – Past performance is a measure of the degree to which an Offeror satisfied its customers in the past, and complied with Federal, State, and local laws and regulations. The Government will evaluate Past Performance Questionnaires (PPQs) to determine the quality of services previously provided, including aspects of cost, schedule, and performance, such as quality of product or service, timeliness of performance and adherence to delivery schedules, and effectiveness in program management. The Government reserves the right to evaluate any other information reasonably available to the Government through the PPQs or other resources. The Government will consider the level of risk associated with the contractor's past performance. An Offeror without a record of relevant past performance or for whom information on past performance is not available shall not be evaluated favorably or unfavorably on past performance.

## 3. PRICE

Offerors shall complete and submit Attachment A - Pricing Spreadsheet. The Government will review the price proposal, to include sample order pricing, for completeness and accuracy and will evaluate pricing using proposal analysis techniques as described in FAR 15.404-1. Offerors shall provide fixed hourly rates for each labor category. The Offeror shall provide a single price (hourly rate) for each labor category for the years 1 through 5 and those prices must be valid for the entirety of the period of performance. The Government will evaluate the proposed rates for any labor categories subject to the Service Contract Act (SCA) (identified in Attachment A with an asterisk) to ensure that the rates are in compliance with the minimums specified by applicable Wage Determination.

The Offeror shall submit Representative Pricing for each sample order by completing each spreadsheet tab within Attachment A. Representative Prices serve to provide the Government with a reasonable and realistic estimate for how each subsequent order will be priced by that respective Offeror. The representative pricing will be used as an evaluation factor in the “best value” analysis made by the Government and may be awarded at the time of the IDIQ award.

(End of Provision)

### **E.3 52.209-5 REPRESENTATION BY CORPORATIONS REGARDING AN UNPAID TAX LIABILITY OR A FELONY CONVICTION UNDER ANY FEDERAL LAW (DEVIATION)(MAR 2012)**

(a) In accordance with Division H, sections 8124 and 8125 of P.L. 112-74 and sections 738 and 739 of P.L. 112-55 none of the funds made available by either Act may be used to enter into a contract with any corporation that—

(1) Has an unpaid federal tax liability, unless the agency has considered suspension or debarment of the corporation and the Suspension and Debarment Official has made a determination that this action is not necessary to protect the interests of the Government.

(2) Has a felony criminal violation under any Federal or State law within the preceding 24 months, unless the agency has considered suspension or debarment of the corporation and Suspension and Debarment Official has made a determination that this action is not necessary to protect the interests of the Government.

(b) The Offeror represents that—

(1) The offeror does  does not  have any unpaid Federal tax liability that has been assessed and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

(2) The offeror, its officers or agents acting on its behalf have  have not  been convicted of a felony criminal violation under a Federal or State law within the preceding 24 months.

(End of Provision)

### **E.4 52.209-7 INFORMATION REGARDING RESPONSIBILITY MATTERS (JUL 2013)**

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

"Administrative proceeding" means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative Proceedings, Civilian Board of Contract Appeals Proceedings, and Armed Services Board of Contract Appeals Proceedings). This includes administrative proceedings at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include agency actions such as contract audits, site visits, corrective plans, or inspection of deliverables.

"Federal contracts and grants with total value greater than \$10,000,000" means—

- (1) The total value of all current, active contracts and grants, including all priced options; and
- (2) The total value of all current, active orders including all priced options under indefinite-delivery, indefinite-quantity, 8(a), or requirements contracts (including task and delivery and multiple-award Schedules).

"Principal" means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a division or business segment; and similar positions).

(b) The offeror [ ] has [ ] does not have current active Federal contracts and grants with total value greater than \$10,000,000.

(c) If the offeror checked "has" in paragraph (b) of this provision, the offeror represents, by submission of this offer, that the information it has entered in the Federal Awardee Performance and Integrity Information System (FAPIS) is current, accurate, and complete as of the date of submission of this offer with regard to the following information:

(1) Whether the offeror, and/or any of its principals, has or has not, within the last five years, in connection with the award to or performance by the offeror of a Federal contract or grant, been the subject of a proceeding, at the Federal or State level that resulted in any of the following dispositions:

- (i) In a criminal proceeding, a conviction.
- (ii) In a civil proceeding, a finding of fault and liability that results in the payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more.
- (iii) In an administrative proceeding, a finding of fault and liability that results in—
  - (A) The payment of a monetary fine or penalty of \$5,000 or more; or
  - (B) The payment of a reimbursement, restitution, or damages in excess of \$100,000.
- (iv) In a criminal, civil, or administrative proceeding, a disposition of the matter by consent or compromise with an acknowledgment of fault by the Contractor if the proceeding could have led to any of the outcomes specified in paragraphs (c)(1)(i), (c)(1)(ii), or (c)(1)(iii) of this provision.

(2) If the offeror has been involved in the last five years in any of the occurrences listed in (c)(1) of this provision, whether the offeror has provided the requested information with regard to each occurrence.

(d) The offeror shall post the information in paragraphs (c)(1)(i) through (c)(1)(iv) of this provision in FAPIS as required through maintaining an active registration in the System for Award Management database via <https://www.acquisition.gov> (see 52.204-7).

(End of Provision)

## **E.5 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:

Strategic Acquisition Center - Frederick

Department of Veterans Affairs  
321 Ballenger Center Drive, Suite 125

Frederick MD 21703

(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.6 VAAR 852.215-70 SERVICE-DISABLED VETERAN-OWNED AND VETERAN-OWNED SMALL BUSINESS EVALUATION FACTORS (JUL 2016)(DEVIATION)**

(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 (<https://www.vip.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 (<https://www.vip.vetbiz.gov>).

(End of Provision)

## **E.7 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.8 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)

PLEASE NOTE: The correct mailing information for filing alternate protests is as follows:

Deputy Assistant Secretary for Acquisition and Logistics,  
Risk Management Team, Department of Veterans Affairs  
810 Vermont Avenue, N.W.  
Washington, DC 20420

Or for solicitations issued by the Office of Construction and Facilities Management:

Director, Office of Construction and Facilities Management  
811 Vermont Avenue, N.W.  
Washington, DC 20420

<b><u>FAR</u></b> <b><u>Number</u></b>	<b><u>Title</u></b>	<b><u>Date</u></b>
52.204-16	COMMERCIAL AND GOVERNMENT ENTITY CODE REPORTING	JUL 2016
852.229-70	SALES OR USE TAXES	JAN 2008

(End of Addendum to 52.212-1)

## E.9 52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS— COMMERCIAL ITEMS (JAN 2017)

The Offeror shall complete only paragraph (b) of this provision if the Offeror has completed the annual representations and certification electronically via the System for Award Management (SAM) Web site located at <https://www.sam.gov/portal>. If the Offeror has not completed the annual representations and certifications electronically, the Offeror shall complete only paragraphs (c) through (u) of this provision.

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

*Administrative merits determination* means certain notices or findings of labor law violations issued by an enforcement agency following an investigation. An administrative merits determination may be final or be subject to appeal or further review. To determine whether a particular notice or finding is covered by this definition, it is necessary to consult section II.B. in the DOL Guidance.

*Arbitral award or decision* means an arbitrator or arbitral panel determination that a labor law violation occurred, or that enjoined or restrained a violation of labor law. It includes an award or decision that is not final or is subject to being confirmed, modified, or vacated by a court, and includes an award or decision resulting from private or confidential proceedings. To determine whether a particular award or decision is covered by this definition, it is necessary to consult section II.B. in the DOL Guidance.

*Civil judgment means—*

(1) In paragraph (h) of this provision: A judgment or finding of a civil offense by any court of competent jurisdiction.

(2) In paragraph (s) of this provision: Any judgment or order entered by any Federal or State court in which the court determined that a labor law violation occurred, or enjoined or restrained a violation of labor law. It includes a judgment or order that is not final or is subject to appeal. To determine whether a particular judgment or order is covered by this definition, it is necessary to consult section II.B. in the DOL Guidance.

*DOL Guidance* means the Department of Labor (DOL) Guidance entitled: “Guidance for Executive Order 13673, ‘Fair Pay and Safe Workplaces’ “. The DOL Guidance, dated August 25, 2016, can be obtained from [www.dol.gov/fairpayandsafeworkplaces](http://www.dol.gov/fairpayandsafeworkplaces).

*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.

*Enforcement agency* means any agency granted authority to enforce the Federal labor laws. It includes the enforcement components of DOL (Wage and Hour Division, Office of Federal Contract Compliance Programs, and Occupational Safety and Health Administration), the Equal Employment Opportunity Commission, the Occupational Safety and Health Review Commission, and the National Labor Relations Board. It also means a State agency designated to administer an OSHA-approved State Plan, but only to the extent that the State agency is acting in its capacity as administrator of such plan. It does not include other Federal agencies which, in their capacity as contracting agencies, conduct investigations of potential labor law violations. The enforcement agencies associated with each labor law under E.O. 13673 are—



(1) Department of Labor Wage and Hour Division (WHD) for—

- (i) The Fair Labor Standards Act;
- (ii) The Migrant and Seasonal Agricultural Worker Protection Act;
- (iii) 40 U.S.C. chapter 31, subchapter IV, formerly known as the Davis-Bacon Act;
- (iv) 41 U.S.C. chapter 67, formerly known as the Service Contract Act;
- (v) The Family and Medical Leave Act; and
- (vi) E.O. 13658 of February 12, 2014 (Establishing a Minimum Wage for Contractors);

(2) Department of Labor Occupational Safety and Health Administration (OSHA) for—

- (i) The Occupational Safety and Health Act of 1970; and
- (ii) OSHA-approved State Plans;

(3) Department of Labor Office of Federal Contract Compliance Programs (OFCCP) for—

- (i) Section 503 of the Rehabilitation Act of 1973;
- (ii) The Vietnam Era Veterans' Readjustment Assistance Act of 1972 and the Vietnam Era Veterans' Readjustment Assistance Act of 1974; and
- (iii) E.O. 11246 of September 24, 1965 (Equal Employment Opportunity);

(4) National Labor Relations Board (NLRB) for the National Labor Relations Act; and

(5) Equal Employment Opportunity Commission (EEOC) for—

- (i) Title VII of the Civil Rights Act of 1964;
- (ii) The Americans with Disabilities Act of 1990;
- (iii) The Age Discrimination in Employment Act of 1967; and
- (iv) Section 6(d) of the Fair Labor Standards Act (Equal Pay Act).

*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.

*Highest-level owner* means the entity that owns or controls an immediate owner of the offeror, or that owns or controls one or more entities that control an immediate owner of the offeror. No entity owns or exercises control of the highest level owner.

*Immediate owner* means an entity, other than the offeror, that has direct control of the offeror. Indicators of control include, but are not limited to, one or more of the following: Ownership or interlocking management, identity of interests among family members, shared facilities and equipment, and the common use of employees.

*Inverted domestic corporation* means a foreign incorporated entity that meets the definition of an inverted domestic corporation under 6 U.S.C. 395(b), applied in accordance with the rules and definitions of 6 U.S.C. 395(c).

*Labor compliance agreement* means an agreement entered into between a contractor or subcontractor and an enforcement agency to address appropriate remedial measures, compliance assistance, steps to resolve issues to increase compliance with the labor laws, or other related matters.

*Labor laws* means the following labor laws and E.O.s:

- (1) The Fair Labor Standards Act.
- (2) The Occupational Safety and Health Act (OSHA) of 1970.
- (3) The Migrant and Seasonal Agricultural Worker Protection Act.
- (4) The National Labor Relations Act.
- (5) 40 U.S.C. chapter 31, subchapter IV, formerly known as the Davis-Bacon Act.
- (6) 41 U.S.C. chapter 67, formerly known as the Service Contract Act.
- (7) E.O. 11246 of September 24, 1965 (Equal Employment Opportunity).
- (8) Section 503 of the Rehabilitation Act of 1973.
- (9) The Vietnam Era Veterans' Readjustment Assistance Act of 1972 and the Vietnam Era Veterans' Readjustment Assistance Act of 1974.
- (10) The Family and Medical Leave Act.
- (11) Title VII of the Civil Rights Act of 1964.
- (12) The Americans with Disabilities Act of 1990.
- (13) The Age Discrimination in Employment Act of 1967.
- (14) E.O. 13658 of February 12, 2014 (Establishing a Minimum Wage for Contractors).
- (15) Equivalent State laws as defined in the DOL Guidance. (The only equivalent State laws implemented in the FAR are OSHA-approved State Plans, which can be found at [www.osha.gov/dcsp/osp/approved\\_state\\_plans.html](http://www.osha.gov/dcsp/osp/approved_state_plans.html)).

*Labor law decision* means an administrative merits determination, arbitral award or decision, or civil judgment, which resulted from a violation of one or more of the laws listed in the definition of “labor laws”.

*Manufactured end product* means any end product in product and service codes (PSCs) 1000-9999, except—

- (1) PSC 5510, Lumber and Related Basic Wood Materials;
- (2) Product or Service Group (PSG) 87, Agricultural Supplies;
- (3) PSG 88, Live Animals;
- (4) PSG 89, Subsistence;
- (5) PSC 9410, Crude Grades of Plant Materials;
- (6) PSC 9430, Miscellaneous Crude Animal Products, Inedible;
- (7) PSC 9440, Miscellaneous Crude Agricultural and Forestry Products;
- (8) PSC 9610, Ores;
- (9) PSC 9620, Minerals, Natural and Synthetic; and
- (10) PSC 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.

*Predecessor* means an entity that is replaced by a successor and includes any predecessors of the predecessor.

*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.

*Small disadvantaged business concern*, consistent with 13 CFR 124.1002, means a small business concern under the size standard applicable to the acquisition, that—

(1) Is at least 51 percent unconditionally and directly owned (as defined at 13 CFR 124.105) by—

(i) One or more socially disadvantaged (as defined at 13 CFR 124.103) and economically disadvantaged (as defined at 13 CFR 124.104) individuals who are citizens of the United States; and

(ii) Each individual claiming economic disadvantage has a net worth not exceeding \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and

(2) The management and daily business operations of which are controlled (as defined at 13.CFR 124.106) by individuals, who meet the criteria in paragraphs (1)(i) and (ii) of this definition.

*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.

*Successor* means an entity that has replaced a predecessor by acquiring the assets and carrying out the affairs of the predecessor under a new name (often through acquisition or merger). The term “successor” does not include new offices/divisions of the same company or a company that only changes its name. The extent of the responsibility of the successor for the liabilities of the predecessor may vary, depending on State law and specific circumstances.

*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.

**Note to paragraph (a):** By a court order issued on October 24, 2016, the following definitions in this paragraph (a) are enjoined indefinitely as of the date of the order: “Administrative merits determination”, “Arbitral award or decision”, paragraph (2) of “Civil judgment”, “DOL Guidance”, “Enforcement agency”, “Labor compliance agreement”, “Labor laws”, and “Labor law decision”. The enjoined definitions will become effective immediately if the court terminates the injunction. At that time, DoD, GSA, and NASA will publish a document in the **Federal Register** advising the public of the termination of the injunction.

(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 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) *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)(10)(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)(i) 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)(i) 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 \$3,500 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.

(1) *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 (1)(3) through (1)(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) Government agencies are not permitted to use appropriated (or otherwise made available) funds for contracts with either an inverted domestic corporation, or a subsidiary of an inverted domestic corporation, unless the exception at 9.108-2(b) applies or the requirement is waived in accordance with the procedures at 9.108-4.

(2) *Representation.* The Offeror represents that—

- (i) It  is,  is not an inverted domestic corporation; and
- (ii) It  is,  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](mailto: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 \$3,500 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.

(p) *Ownership or Control of Offeror.* (Applies in all solicitations when there is a requirement to be registered in SAM or a requirement to have a unique entity identifier in the solicitation).

(1) The Offeror represents that it  has or  does not have an immediate owner. If the Offeror has more than one immediate owner (such as a joint venture), then the Offeror shall respond to paragraph (2) and if applicable, paragraph (3) of this provision for each participant in the joint venture.

(2) If the Offeror indicates “has” in paragraph (p)(1) of this provision, enter the following information:

Immediate owner CAGE code: \_\_\_\_.

Immediate owner legal name: \_\_\_\_.

*(Do not use a “doing business as” name)*

Is the immediate owner owned or controlled by another entity:  Yes or  No.

(3) If the Offeror indicates “yes” in paragraph (p)(2) of this provision, indicating that the immediate owner is owned or controlled by another entity, then enter the following information:

Highest-level owner CAGE code: \_\_\_\_.

Highest-level owner legal name: \_\_\_\_.

*(Do not use a “doing business as” name)*

(q) *Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law.*

(1) As required by sections 744 and 745 of Division E of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235), and similar provisions, if contained in subsequent appropriations acts, The Government will not enter into a contract with any corporation that—

(i) Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless an agency has considered suspension or debarment of the corporation and made a determination that suspension or debarment is not necessary to protect the interests of the Government; or



(ii) Was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless an agency has considered suspension or debarment of the corporation and made a determination that this action is not necessary to protect the interests of the Government.

(2) The Offeror represents that—

(i) It is  is not  a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and

(ii) It is  is not  a corporation that was convicted of a felony criminal violation under a Federal law within the preceding 24 months.

(r) *Predecessor of Offeror.* (Applies in all solicitations that include the provision at 52.204-16, Commercial and Government Entity Code Reporting.)

(1) The Offeror represents that it  is or  is not a successor to a predecessor that held a Federal contract or grant within the last three years.

(2) If the Offeror has indicated “is” in paragraph (r)(1) of this provision, enter the following information for all predecessors that held a Federal contract or grant within the last three years (if more than one predecessor, list in reverse chronological order):

Predecessor CAGE code: \_\_\_\_ (or mark “Unknown”).

Predecessor legal name: \_\_\_\_.

(Do not use a “doing business as” name).

(s) *Representation regarding compliance with labor laws (Executive Order 13673).* If the offeror is a joint venture that is not itself a separate legal entity, each concern participating in the joint venture shall separately comply with the requirements of this provision.

(1)(i) For solicitations issued on or after October 25, 2016 through April 24, 2017: The Offeror  does  does not anticipate submitting an offer with an estimated contract value of greater than \$50 million.

(ii) For solicitations issued after April 24, 2017: The Offeror  does  does not anticipate submitting an offer with an estimated contract value of greater than \$500,000.

(2) If the Offeror checked “does” in paragraph (s)(1)(i) or (ii) of this provision, the Offeror represents to the best of the Offeror's knowledge and belief [Offeror to check appropriate block]:

(i) There has been no administrative merits determination, arbitral award or decision, or civil judgment for any labor law violation(s) rendered against the offeror (see definitions in paragraph (a) of this section) during the period beginning on October 25, 2015 to the date of the offer, or for three years preceding the date of the offer, whichever period is shorter; or

(ii) There has been an administrative merits determination, arbitral award or decision, or civil judgment for any labor law violation(s) rendered against the Offeror during the period beginning on

October 25, 2015 to the date of the offer, or for three years preceding the date of the offer, whichever period is shorter.

(3)(i) If the box at paragraph (s)(2)(ii) of this provision is checked and the Contracting Officer has initiated a responsibility determination and has requested additional information, the Offeror shall provide--

(A) The following information for each disclosed labor law decision in the System for Award Management (SAM) at [www.sam.gov](http://www.sam.gov), unless the information is already current, accurate, and complete in SAM. This information will be publicly available in the Federal Awardee Performance and Integrity Information System (FAPIS):

(1) The labor law violated.

(2) The case number, inspection number, charge number, docket number, or other unique identification number.

(3) The date rendered.

(4) The name of the court, arbitrator(s), agency, board, or commission that rendered the determination or decision;

(B) The administrative merits determination, arbitral award or decision, or civil judgment document, to the Contracting Officer, if the Contracting Officer requires it;

(C) In SAM, such additional information as the Offeror deems necessary to demonstrate its responsibility, including mitigating factors and remedial measures such as offeror actions taken to address the violations, labor compliance agreements, and other steps taken to achieve compliance with labor laws. Offerors may provide explanatory text and upload documents. This information will not be made public unless the contractor determines that it wants the information to be made public; and

(D) The information in paragraphs (s)(3)(i)(A) and (s)(3)(i)(C) of this provision to the Contracting Officer, if the Offeror meets an exception to SAM registration (see FAR 4.1102(a)).

(ii)(A) The Contracting Officer will consider all information provided under (s)(3)(i) of this provision as part of making a responsibility determination.

(B) A representation that any labor law decision(s) were rendered against the Offeror will not necessarily result in withholding of an award under this solicitation. Failure of the Offeror to furnish a representation or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(C) The representation in paragraph (s)(2) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous representation, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation in accordance with the procedures set forth in FAR 12.403.

(4) The Offeror shall provide immediate written notice to the Contracting Officer if at any time prior to contract award the Offeror learns that its representation at paragraph (s)(2) of this provision is no longer accurate.

(5) The representation in paragraph (s)(2) of this provision will be public information in the Federal Awardee Performance and Integrity Information System (FAPIIS).

**Note to paragraph (s):** By a court order issued on October 24, 2016, this paragraph (s) is enjoined indefinitely as of the date of the order. The enjoined paragraph will become effective immediately if the court terminates the injunction. At that time, DoD, GSA, and NASA will publish a document in the **Federal Register** advising the public of the termination of the injunction.

(t) *Public Disclosure of Greenhouse Gas Emissions and Reduction Goals.* Applies in all solicitations that require offerors to register in SAM (52.212-1(k)).

(1) This representation shall be completed if the Offeror received \$7.5 million or more in contract awards in the prior Federal fiscal year. The representation is optional if the Offeror received less than \$7.5 million in Federal contract awards in the prior Federal fiscal year.

(2) Representation. [Offeror to check applicable block(s) in paragraph (t)(2)(i) and (ii)]. (i) The Offeror (itself or through its immediate owner or highest-level owner)  does,  does not publicly disclose greenhouse gas emissions, i.e., makes available on a publicly accessible Web site the results of a greenhouse gas inventory, performed in accordance with an accounting standard with publicly available and consistently applied criteria, such as the Greenhouse Gas Protocol Corporate Standard.

(ii) The Offeror (itself or through its immediate owner or highest-level owner)  does,  does not publicly disclose a quantitative greenhouse gas emissions reduction goal, i.e., make available on a publicly accessible Web site a target to reduce absolute emissions or emissions intensity by a specific quantity or percentage.

(iii) A publicly accessible Web site includes the Offeror's own Web site or a recognized, third-party greenhouse gas emissions reporting program.

(3) If the Offeror checked "does" in paragraphs (t)(2)(i) or (t)(2)(ii) of this provision, respectively, the Offeror shall provide the publicly accessible Web site(s) where greenhouse gas emissions and/or reduction goals are reported:\_\_\_\_\_.

(u)(1) In accordance with section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions), Government agencies are not permitted to use appropriated (or otherwise made available) funds for contracts with an entity that requires employees or subcontractors of such entity seeking to report waste, fraud, or abuse to sign internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

(2) The prohibition in paragraph (u)(1) of this provision does not contravene requirements applicable to Standard Form 312 (Classified Information Nondisclosure Agreement), Form 4414 (Sensitive Compartmented Information Nondisclosure Agreement), or any other form issued by a Federal department or agency governing the nondisclosure of classified information.

(3) Representation. By submission of its offer, the Offeror represents that it will not require its employees or subcontractors to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting waste,

fraud, or abuse related to the performance of a Government contract to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information (e.g., agency Office of the Inspector General).

(End of Provision)