

This is a combined synopsis/solicitation for commercial items prepared in accordance with the format in Subpart 12.6, as supplemented with additional information included in this notice. This announcement constitutes the only solicitation; quotes are being requested and a written solicitation will not be issued. The Solicitation VA119A-17-Q-0298 is issued as a Request for Quotes (RFQ). This solicitation is being conducted under FAR Part 13.5 Simplified Acquisition Procedures (SAP). This solicitation document and incorporated provisions and clauses are those in effect through Federal Acquisition Circular 2005-95 effective January 19, 2017. The NAICS Code is 811310 – Commercial and Industrial Machinery and Equipment (except Automotive and Electronic) Repair and Maintenance). The small business size standard is \$7.5 Million. This requirement is a Firm Fixed Price, 100% Small Business Set-aside.

The clause at FAR 52.212-4, Contract Terms and Conditions -- Commercial Items, applies to this acquisition and an addendum is below.

See below for further requirements and solicitation details

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SECTION B: CONTINUATION OF SF1449 BLOCKS

B.1 CONTRACT ADMINISTRATION DATA

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

a. CONTRACTOR: To Be Determined (TBD)

POC: TBD

Email:

Phone:

b. GOVERNMENT: Strategic Acquisition Center – Frederick
Department of Veterans Affairs
321 Ballenger Center Drive, Suite 125
Frederick, MD 21703

Contracting Officer (CO): Wanda Y. Edwards
Email: Wanda.Edwards@va.gov
Phone: (240) 215-1642

Contract Specialist (CS): Anthony Zibolski
Email: anthony.zibolski@va.gov
Phone: 240-215-0598

Contracting Officer's Representative (COR): TBD

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

This solicitation includes FAR 52.219-14 Limitations on Subcontracting. 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 INVOICING INSTRUCTIONS

- 1. Submission** - In accordance with VAAR Clause 852.232-72 Electronic Submission of Payment Requests, all invoices shall be submitted electronically. A copy of all invoices shall be provided to the contracting POC identified in section B.1.

Tungsten (fka OB10) ELECTRONIC INVOICE SUBMISSION
FSC e-INVOICE PROGRAM THRU AUSTIN PORTAL
FSC MANDATORY ELECTRONIC INVOICE SUBMISSION FOR AUSTIN PAYMENTS

Vendor Electronic Invoice Submission Methods:

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

- VA's Electronic Invoice Presentment and Payment System – The Financial Services Center (FSC) in Austin, TX uses a third-party contractor, Tungsten, to transition vendors from paper to electronic invoice submission. Please go to this website: <http://www.tungsten-network.com/US/en/veterans-affairs/> to begin submitting electronic invoices, free of charge.
- A system that conforms to the X12 electronic data interchange (EDI) formats established by the Accredited Standards Center (ASC) chartered by the American National Standards Institute (ANSI). The X12 EDI Web site is <http://www.x12.org>.

Vendor e-invoice Set-up information:

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

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

COMMUNICATIONS:

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

- 2. Submission of Proper Invoice** - The following data must be included in an invoice for it to constitute a proper invoice:

- a. Name and address of the contract
- b. Invoice date and number
- c. IFCAP Purchase Order No.: TBD
- d. Contract No. TBD
- e. Item number, description, quantity, unit of measure, price, extended price and a total of supplies delivered or services performed.
 - 1. Cumulative billing (per line item and total)
 - 2. Final invoices must be marked '**FINAL INVOICE**'
 - 3. Proof of supplies delivered or services performed **MUST** also be provided. Signature, printed name and title of Government receiving official and date of delivery or performance period must be included.

INVOICES THAT DO NOT COMPLY WITH THESE REQUIREMENTS SHALL BE REJECTED.

3. Contractor Remittance Address -

All payments by the Government to the contractor will be made in accordance with:

☒ 52.232-33, Payment by Electronic Funds Transfer - System for Award Management, or

☐ 52.232-36, Payment by Third Party

4. Invoice shall be submitted in the arrears -

a. Quarterly ☐

b. Semi-Annually ☐

c. Other ☒ Monthly in arrears as accepted by COR

B.4 PRICE/COST SCHEDULE

ITEM INFORMATION

ITEM NUMBER	DESCRIPTION OF SUPPLIES/SERVICES	QTY	UNIT	UNIT PRICE	AMOUNT
0001	Re-baseline Study and Approved Repairs. In Accordance With (IAW) (PWS) Section 5.1, 5.2, 5.3, and 5.4	0.00		_____	_____
0001A	Re-baseline Study to analyze all systems, provide final determination of system status and cost estimate for recommended repairs.	1.00	JB	_____	_____
0001B	Labor Hours Contract Line Item Number (CLIN) for all approved repairs required to bring all systems to Original Equipment Manufacturer (OEM) specifications, and any emergency repairs required prior to exercising the Fully Service Maintenance Option.	1.00	HR	_____	_____
0001C	Material CLIN for all approved repairs required to bring all systems to OEM specifications, and any emergency repairs required prior to exercising the Fully Service Maintenance Option.	0.00	JB	_____	_____
0002	(OPTIONAL) Full Service Maintenance Agreement IAW PWS Section 5.1, 5.3, and 5.4	10.00	MO	_____	_____
1001	Full Service Maintenance Agreement IAW PWS Section 5.1, 5.3, and 5.4	12.00	MO	_____	_____
2001	Full Service Maintenance Agreement IAW PWS Section 5.1, 5.3, and 5.4	12.00	MO	_____	_____
3001	Full Service Maintenance Agreement IAW PWS Section 5.1, 5.3, and 5.4	12.00	MO	_____	_____
4001	Full Service Maintenance Agreement IAW PWS Section 5.1, 5.3, and 5.4	12.00	MO	_____	_____
GRAND TOTAL				_____	_____

DELIVERY SCHEDULE

ITEM NUMBER	QUANTITY	DELIVERY DATE
0001	0.00	60 days after award
0001A	1.00	
0001B	1.00	
0001C	0.00	
0002	11.00	10 months
1001	12.00	12 months
2001	12.00	12 months
3001	12.00	12 months
4001	12.00	12 months

B.5 PERFORMANCE WORK STATEMENT

Department of Veterans Affairs
Austin Information Technology Center
Computer Room Air-Conditioning System Maintenance

1.0 BACKGROUND

The mission of the Department of Veterans Affairs (VA), Office of Information & Technology (OI&T), Enterprise Operations (EO) Austin Information Technology Center (AITC) is to provide benefits and services to Veterans of the United States. In meeting these goals, OI&T strives to provide high quality, effective, and efficient Information Technology (IT) services to those responsible for providing care to the Veterans at the point-of-care as well as throughout all the points of the Veterans' health care in an effective, timely and compassionate manner. VA depends on Information Management/Information Technology (IM/IT) systems to meet mission goals.

OI&T intends to transition projects from the Project Management Accountability System (PMAS) project management process into the Veteran-focused Integration Process (VIP) project management process in the 2017-2018 timeframe (<https://www.voa.va.gov/DocumentView.aspx?DocumentID=4371>). VIP is a Lean-Agile framework that services the interest of Veterans through the efficient streamlining of activities that occur within the enterprise. VIP is the follow-on framework from PMAS for the development and management of IT projects which will propel the Department with even more rigor toward Veteran-focused delivery of IT capabilities. The VIP framework unifies and streamlines IT delivery oversight and will deliver IT products more efficiently, securely and predictably. The VIP framework creates an environment delivering more frequent releases through a deeper application of Agile practices. In parallel with a single integrated release process, VIP will increase cross-organizational and business stakeholder engagement, provide greater visibility into projects, increase agile adoption and institute a predictive delivery cadence. VIP is a significant evolution from PMAS, creating a more flexible process that has fewer documentation requirements and milestones, and delivers products in shorter increments. VIP is currently undergoing a Pilot Program and is currently in a draft state and will continue to evolve. Once the pilot is complete, requirements outlined in this PWS may be transitioned to the VIP framework during the Period of Performance (PoP) of this contract.

Austin Information Technology Center (AITC) requires continuous Computer Room Air-Conditioning (CRAC) system maintenance and emergency repair services in order to provide environmental control of its IM/IT systems residing in AITC's data center operations. The center's various heating, ventilation, and air-conditioning (HVAC) systems deployed throughout computer and electrical service rooms within the data center. These CRAC systems require specialized maintenance personnel highly trained and knowledgeable of the unique requirements needed to sustain one of the data center's most critical systems.

As part of the contractor's initial transition, a baseline study shall be conducted in order to analyze the configuration and operating condition of 43 CRAC units. Using these findings, the study shall then analyze the results and provide a final determination of system status and recommended repairs for any deficient subsystems or component. Then upon the conclusion of the study, a repair (or replacement) cost estimate for each CRAC unit shall satisfy the study's final objective to determine the overall costs to bringing all CRAC units up to the most current configuration and operational capability per OEM's standards.

Once all CRAC units have been brought up to current OEM configuration and operating standards, a **monthly** maintenance service program can then be initiated in order to maintain the systems' operational health, reliability and performance. A monthly report shall be generated to document, track, and analyze each CRAC unit's system performance based upon governmental operating requirements and unscheduled repair events.

Emergency repair services shall be provided on a 24 hour cycle, seven days a week basis throughout the entire period of performance. Contractor response time to an emergency repair dispatch shall be no more than two hours and for a non-emergency repair dispatch the response time shall be no more than four hours. The Contractor shall coordinate with a government representative (Contracting Officer Representative or EO AITC technical staff) about the details of the emergency repair in order to maximize preparedness prior to arrival at the work site.

Four additional years of full maintenance and emergency repair services shall be available to the contractor based upon their satisfactory performance of all contract performance objectives and the Government's need to continue services. A minimum schedule of performance will include accomplishing six preventative maintenance events per CRAC unit per year on a non-interference basis with existing data center operations and no impact to CRAC equipment redundancy.

2.0 APPLICABLE DOCUMENTS

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

1. VA Directive 0710, "Personnel Suitability and Security Program," June 4, 2010, <http://www.va.gov/vapubs/>
2. VA Handbook 0710, Personnel Suitability and Security Program, September 10, 2004, <http://www.va.gov/vapubs>
3. VA Directive 6500, "Managing Information Security Risk: VA Information Security Program," September 20, 2012
4. VA Handbook 6500, "Risk Management Framework for VA Information Systems – Tier 3: VA Information Security Program," March 10, 2015
5. VA Handbook 6500.1, "Electronic Media Sanitization," November 03, 2008
6. VA Handbook 6500.2, "Management of Breaches Involving Sensitive Personal Information (SPI)", October, 28, 2015
7. VA Handbook 6500.3, "Assessment, Authorization, And Continuous Monitoring Of VA Information Systems," February 3, 2014

8. VA Handbook 6500.5, "Incorporating Security and Privacy in System Development Lifecycle", March 22, 2010
9. VA Handbook 6500.6, "Contract Security," March 12, 2010
10. VA Handbook 6500.8, "Information System Contingency Planning", April 6, 2011
11. Project Management Accountability System (PMAS) portal (reference <https://www.voa.va.gov/pmas/>)
12. IAM Identity Management Business Requirements Guidance document, May 2013, (reference Enterprise Architecture Section, PIV/IAM (reference <https://www.voa.va.gov/documentlistpublic.aspx?NodeID=514>))
13. Sections 524 and 525 of the Energy Independence and Security Act of 2007, (Public Law 110–140), December 19, 2007
14. Section 104 of the Energy Policy Act of 2005, (Public Law 109–58), August 8, 2005
15. Executive Order 13693, "Planning for Federal Sustainability in the Next Decade", dated March 19, 2015
16. Executive Order 13221, "Energy-Efficient Standby Power Devices," August 2, 2001
17. VA Directive 0058, "VA Green Purchasing Program", July 19, 2013
18. <https://www.voa.va.gov/DocumentListPublic.aspx?NodeID=28>
19. VA Directive 6071, Project Management Accountability System (PMAS), February 20, 2013
20. <https://www.voa.va.gov/DocumentListPublic.aspx?NodeID=28>
21. "Veteran Focused Integration Process Guide 1.0", December, 2015, https://vaww.oit.va.gov/wp-content/uploads/2016/01/VIP_Guide_1_0_v14.pdf
22. "VIP Release Process Guide", Version 1.0, December 2015, <https://www.voa.va.gov/DocumentView.aspx?DocumentID=4411>
23. "POLARIS User Guide", Version 1.2, February 2016, <https://www.voa.va.gov/DocumentView.aspx?DocumentID=4412>

3.0 SCOPE OF WORK

The tasks under this Performance Work Statement require Liebert/Emerson authorized/certified distributor/service technician. The OEM does not/will not provide Factory Change Notices to third parties, which could potentially cause a delay in implementing critical field changes and software updates, which would put the data center at risk. Furthermore, the AITC houses critical data and processes that are integral to the VA's ability to provide services to veterans, and any downtime will put AITC's operations and data at risk. If downtime is prolonged, it will have a catastrophic effect on the data center. Therefore, it is vital that the emergency services are performed by a trained and authorized contractor with access to all parts and diagnostic tools necessary to make rapid field repairs and limit any downtime.

The Contractor shall provide scheduled system maintenance and emergency repair services on a 24/7 basis to ensure reliable environmental control of IM/IT systems residing in AITC's data center operations. The center's various heating, ventilation, and air-conditioning (HVAC) systems deployed throughout specific computer and electrical

service rooms of the data center require specialized maintenance personnel highly trained and knowledgeable of the unique requirements needed to sustain one of the data center's most critical systems.

3.1 Re-Baseline STUDY

As part of the contractor's initial transition, a baseline study shall be conducted in order to analyze the configuration and operating condition of each CRAC unit. Upon conclusion of the study, the contractor shall repair (or replace) each deficient subsystem/ component, which will satisfy the study's final objective to bring all CRAC units up to the most current configuration and operational capability per OEM's standards.

3.2 Full service Maintenance Program

Once all CRAC units have been brought up to current OEM configuration and operating standards, a monthly maintenance service program can then be initiated in order to maintain the systems' operational health, reliability and performance. The maintenance program/emergency repair service shall include all equipment listed in Section 10.0 of this Performance Work Statement along with all subsystems and piping. A monthly report shall be generated to document, track, and analyze each CRAC unit's system performance based upon governmental operating requirements and unscheduled repair activity.

3.3 Emergency Repair Services

Emergency repair services shall be provided on a 24 hour cycle, seven days a week basis throughout the entire period of performance. Contractor response time to an emergency repair dispatch shall be no more than two hours and for a non-emergency repair dispatch the response time shall be no more than four hours. The Contractor shall coordinate with a government representative (Contracts Officer Representative (COR), Project Manager, or designee) about the details of the emergency repair in order to maximize preparedness prior to arrival at the work site.

3.4 Continued FULL Services - Option Years

Four additional years of full service maintenance and emergency repair services shall be available to the contractor based upon their satisfactory performance of all contract performance objectives. A minimum schedule of performance will include accomplishing six preventative maintenance events per CRAC unit per year on a non-interference basis with existing data center operations and no impact to CRAC equipment redundancy. Parts for scheduled maintenance and minor repairs will all be included within the full service maintenance program.

4.0 PERFORMANCE DETAILS

4.1 Performance Period

The period of performance (POP) shall be 12 months from date of award, with four 12 month option periods.

Any work at the Government site shall not take place on Federal holidays or weekends unless directed by the Contracting Officer's Representative (COR). Emergency/unscheduled repairs may be required on Federal holidays and weekends.

There are ten (10) Federal holidays set by law (USC Title 5 Section 6103) that VA follows:

Under current definitions, four are set by date:

New Year's Day	January 1
Independence Day	July 4
Veterans Day	November 11
Christmas Day	December 25

If any of the above falls on a Saturday, then Friday shall be observed as a holiday. Similarly, if one falls on a Sunday, then Monday shall be observed as a holiday.

The other six are set by a day of the week and month:

Martin Luther King's Birthday	Third Monday in January
Washington's Birthday	Third Monday in February
Memorial Day	Last Monday in May
Labor Day	First Monday in September
Columbus Day	Second Monday in October
Thanksgiving	Fourth Thursday in November

4.2 PLACE OF PERFORMANCE

Tasks under this PWS shall be performed in VA facilities located at EO AITC 1615 Woodward Street, Austin, Texas 78772.

5.0 SPECIFIC TASKS AND DELIVERABLES

The Contractor shall perform the following:

1. **Project Management Task** - A Contractor Project Management Plan (CPMP) that lays out the Contractor's approach, timeline and tools to be used in execution of the contract. The Contractor shall update and maintain the VA PM approved CPMP throughout the POP.
2. **Re-baseline Study Task** - A re-baseline study shall be conducted in order to analyze the configuration and operating condition of each CRAC unit. The Contractor shall then determine the overall repair tasks and associated costs to bringing all CRAC units up to the most current configuration and operational capability per OEM's standards.

3. **Full Service Maintenance Program Task** - Develop and maintain a monthly maintenance service program that will maintain the systems' operational health, reliability and performance. A monthly report shall be generated to document, track, and analyze each CRAC unit's system performance based upon governmental operating requirements and unscheduled repair activity.
4. **Emergency Repair Services** - Emergency repair services shall be provided on a 24 hour cycle, seven days a week basis throughout the entire period of performance. Contractor response time to an emergency repair dispatch shall be no more than two hours and for a non-emergency repair dispatch the response time shall be no more than four hours.
5. **Continued Full Services** - Four additional years of full service maintenance and emergency repair services shall be available to the contractor based on their satisfactory performance of all contract performance objectives. Parts for scheduled maintenance, repairs, and emergency repairs will all be included within the full service maintenance program.

5.1 Project Management

Contractor Project Management Plan

The Contractor shall deliver a Contractor Project Management Plan (CPMP) that lays out the Contractor's approach, timeline and tools to be used in execution of the contract. The CPMP should take the form of both a narrative and graphic format that displays the schedule, milestones, risks and resource support. The CPMP shall also include how the Contractor shall coordinate and execute planned, routine, and ad hoc data collection reporting requests as identified within the PWS. The initial baseline CPMP shall be concurred upon and updated in accordance with the Contracting Officer's Representative. The Contractor shall update and maintain the VA PM approved CPMP throughout the POP.

Reporting Requirements

The Contractor shall provide the COR and Project Manager with Monthly Progress Reports in electronic form in Microsoft Word and Project formats. The report shall include detailed instructions/explanations for each required data element, to ensure that data is accurate and consistent. These reports shall reflect data as of the last day of the preceding month.

The Monthly Progress Reports 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 arose and a description of how the problems were resolved. If problems have not been completely resolved, the Contractor shall provide an explanation including their plan and timeframe for resolving the issue. The Contractor shall monitor performance against the CPMP and report any deviations. The Contractor shall keep in communication with VA accordingly so that issues that arise are transparent to both parties to prevent escalation of outstanding issues.

The Contractor's team shall participate in a bi-weekly (Every Two (2) Weeks) teleconference with the COR that will address opportunities, risks, issues, maintenance log updates, and help needed that was encountered during the previous two weeks. The bi-weekly teleconferences or on-site meetings, as requested by the COR, will

record meeting minutes, record and track action items and submit results upon the next meeting event and also be captured in the Monthly Progress Report.

Deliverable(s):

- A. Contractor Project Management Plan
- B. Meeting minutes and action items
- C. Monthly Progress Report

5.2 Re-Baseline Study

As part of the contractor's initial transition, a baseline study shall be conducted in order to analyze the configuration and operating condition of each CRAC system. Using these findings, the Contractor shall then analyze the results and provide a final determination of system status and recommended repairs with a cost estimate for any deficient subsystems or component. Upon approval of the contracting officer's representative, the contractor shall repair (or replace) each deficient subsystem/ component, which will satisfy the study's final objective to bring all CRAC units up to the most current configuration and operational capability per OEM's standards.

Reporting Requirements

The Contractor shall provide the COR and Project Manager with a CRAC System Re-baseline Study Report in electronic form in Microsoft formats (Word, Excel, and Project.) The report shall include a final determination of system status and recommended repairs for any deficient subsystems or component.

Instructions/explanations for each required data element shall be provided to ensure that data is accurate and consistent. This report and cost estimates shall reflect data as of the last day of the study and shall be accepted as complete upon Government approval.

Deliverable(s):

- A. CRAC Re-baseline Study and Cost Estimate
- B. CRAC System Repairs to be completed within 60 days of award.

5.3 Full Service Maintenance Program

The Full service maintenance program shall begin 60 days after award, once all equipment is running in accordance with the OEM's specifications. The Full Service program shall include project management in accordance with PWS Section 5.1 and Emergency Repair Services in accordance with PWS Section 5.4.

The Contractor shall produce a full service maintenance program plan for AITC following Government approval of the re-baseline study tasking. The maintenance program plan shall satisfy current OEM maintenance requirements and be enhanced by industry's best practices for achieving a proactive maintenance program. Key program elements shall address program policies and metrics, business and technical processes and procedures, contractual maintenance requirements, inspection and surveillance, governmental regulations, technical training and certifications. Each CRAC system and its overall maintenance schedule shall be incorporated within the maintenance program. The maintenance schedule shall include its re-baseline status; scheduled or accomplished repairs, modifications, and upgrades; and scheduled preventative maintenance events.

A CRAC maintenance tool (e.g. database) shall be utilized and maintained throughout the POP of this contract. The maintenance tool shall be the repository of all maintenance program data on each CRAC system and other related program metrics and data. A standard monthly report shall be generated from the maintenance tool as required by the Government to document, track, and analyze each CRAC system's operational health status and performance.

The full service maintenance program shall include all supervision, tools, parts, and labor necessary to accomplish scheduled, unscheduled and emergency repairs on all CRAC units, piping, and associated outdoor condensing units to ensure that the entire system is running in accordance with OEM specifications at all times.

Reporting Requirements

The Contractor shall provide the COR and Project Manager with the CRAC Maintenance Program Plan and maintenance reports in electronic Microsoft formats (Word, Excel, Project, Power Point, or Visio.) The CRAC Maintenance Program Plan is due no later than 14 days after award. The CRAC Operational Health and Performance Standard Reports shall be a product of the CRAC Maintenance Program Database data and their design will be based upon system-level and subsystem-level data collection per OEM and Government requirements.

As the maintenance program matures additional modification of data reporting may be required to satisfy Government requirements.

Deliverable(s):

- A. CRAC Maintenance Program Plan
- B. CRAC Preventative Maintenance Monthly Report
- C. CRAC Operational Health and Performance Standard Report – Daily
- D. CRAC Operational Health and Performance Standard Report – Weekly
- E. CRAC Operational Health and Performance Standard Report – Monthly

5.4 Emergency Repair Services

Due to the criticality of the CRAC Systems to the overall operations of the data center and providing our clients with the continuous operations and maintaining the highest availability of IM/IT services from the AITC, the Contractor shall provide emergency repair services on a 24 hour-cycle, seven days-a-week basis throughout the entire POP, to be included in the Firm-fixed price Full service maintenance agreement. Contractor response time to an emergency dispatch shall be no more than two hours and for a non-emergency dispatch the response time shall be no more than four hours. The Contractor's Project Manager shall promptly coordinate with the CO, COR, Project Manager or designee about the emergency and the condition of the affected equipment prior to arrival at the work site in order to maximize preparedness in troubleshooting and the eventual repair of affected equipment.

A CRAC Emergency Repair Services Plan shall be provided by the Contractor 5 days after receipt of award. The plan must address key Contractor personnel and key company processes that shall be utilized throughout the life of an emergency. Further, the plan shall address emergency response processes, contingency planning, and process improvements in order to ensure repair response time and parts, equipment, tools, and sub-contractors availability, as needed to be prepared to accomplish all emergency repair activities.

The Contractor shall develop and submit to the COR and Project Manager, no later than 5 working days after contract start date, a list of key personnel and emergency contact information (which may include subcontractor contacts, as applicable).

The Contractor shall produce and submit to the COR and Project Manager a post emergency repair report that encompasses all timelines, issues, actions taken, and remaining risks associated with the emergency repair and current status of the repaired CRAC system.

Reporting Requirements

The Contractor shall provide the CO, COR, and Project Manager with the CRAC Emergency Repair deliverables in electronic Microsoft formats (Word, Excel, Project, Power Point, or Visio.) The CRAC Emergency Repair Services Plan is due no later than 5 working days after the contract start date. The Post Emergency Repair Report shall be submitted 15 working days after emergency event.

Deliverable(s):

- A. CRAC Emergency Repair Services Plan
- B. CRAC Emergency Repair Report
- C. Listing of Key Personnel and Emergency Contact Information

5.5 Continued Full Services – Option Years

Four additional years of full service maintenance and emergency repair services shall be provided by the Contractor based upon their satisfactory performance of all initial contract performance objectives. A minimum schedule of performance will include accomplishing six preventative maintenance events per CRAC unit per year on a non-

interference basis with existing data center operations and no impact to CRAC equipment redundancy. Spare parts for scheduled maintenance, repairs, and emergency repairs will be included within the Contractor's full service maintenance program.

Deliverables required in the PWS, Section 5 shall be required in each option year. All program plans will have an annual revision requirement for annual program updates to be incorporated.

Reporting Requirements

The Contractor shall provide the CO, COR, and Project Manager with PWS Section 5.1 through 5.4 deliverables in electronic Microsoft formats (Word, Excel, Project, Power Point, or Visio.) Plan revisions will remain due no later than 20 working days prior to start date of the next option year. Remaining program reports and estimates required in PWS Sections 5.1 through 5.4 for the next option year shall have the same reporting requirements.

Deliverable(s):

- A. See PWS Section 5.1 through 5.5.

6.0 SECURITY AND PRIVACY REQUIREMENTS

6.1 Position/Task Risk Designation Level(S)

Position Sensitivity	Background Investigation (in accordance with Department of Veterans Affairs 0710 Handbook, "Personnel Suitability and Security Program," Appendix A)
Low / Tier 1	Tier 1 / National Agency Check with Written Inquiries (NACI) A Tier 1/NACI is conducted by OPM and covers a 5-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), Federal Bureau of Investigation (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.
Moderate / Tier 2	Tier 2 / Moderate Background Investigation (MBI) A Tier 2/MBI is conducted by OPM and covers a 5-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 5 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.
High / Tier 4	Tier 4 / Background Investigation (BI) A Tier 4/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,

Position Sensitivity	Background Investigation (in accordance with Department of Veterans Affairs 0710 Handbook, "Personnel Suitability and Security Program," Appendix A)
	written inquiries to previous employers and references listed on the application for employment; an interview with the subject, spouse, neighbors, 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 PWS are:

Position Sensitivity and Background Investigation Requirements by Task

Task Number	Tier1 / Low / NACI	Tier 2 / Moderate / MBI	Tier 4 / High / BI
5.1	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
5.2	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
5.3	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
5.4	<input type="checkbox"/>	<input checked="" 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 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 individual based upon the tasks the Contractor individual will be working, in accordance with their submitted proposal.

6.2 Contractor Personnel Security Requirements

Contractor Responsibilities:

- a. The Contractor shall prescreen all personnel requiring access to the computer systems 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 3 business days after award, the Contractor shall provide a roster of Contractor and Subcontractor employees to the COR to begin their background investigations in accordance with the ProPath template. The Contractor Staff Roster shall contain the Contractor's Full Name, Date of Birth, Place of Birth, individual background investigation level requirement (based upon Section 6.2 Tasks), etc. The Contractor shall submit full Social Security Numbers either within the Contractor Staff Roster or under separate cover to the COR. The Contractor Staff Roster shall be updated and provided to VA within 1 day of any changes in employee status, training certification completion status, Background Investigation level status, additions/removal of

- employees, etc. throughout the Period of Performance. The Contractor Staff Roster shall remain a historical document indicating all past information and the Contractor shall indicate in the Comment field, employees no longer supporting this contract. The preferred method to send the Contractor Staff Roster or Social Security Number is by encrypted e-mail. If unable to send encrypted e-mail, other methods which comply with FIPS 140-2 are to encrypt the file, use a secure fax, or use a traceable mail service.
- d. The Contractor should coordinate the location of the nearest VA fingerprinting office through the COR. Only electronic fingerprints are authorized.
 - e. The Contractor shall ensure the following required forms are submitted to the COR within 5 days after contract award:
 - 1) For a Tier 1/Low Risk designation:
 - a) OF-306
 - b) DVA Memorandum – Electronic Fingerprints
 - 2) For Tier 2/Moderate or Tier 4/High Risk designation:
 - a) OF-306
 - b) VA Form 0710
 - c) DVA Memorandum – Electronic Fingerprints
 - f. The Contractor personnel shall submit all required information related to their background investigations (completion of the investigation documents (SF85, SF85P, or SF 86) utilizing the Office of Personnel Management's (OPM) Electronic Questionnaire for Investigations Processing (e-QIP) after receiving an email notification from the Security and Investigation Center (SIC).
 - g. The Contractor employee shall certify and release the e-QIP document, print and sign the signature pages, and send them encrypted to the COR for electronic submission to the SIC. These documents shall be submitted to the COR within 3 business days of receipt of the e-QIP notification email. (Note: OPM is moving towards a "click to sign" process. If click to sign is used, the Contractor employee should notify the COR within 3 business days that documents were signed via eQIP).
 - 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 and/or access to VA Information Technology resources (network and/or protected data) 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 loss of physical and/or logical access to VA facilities and systems by Contractor and Subcontractor employees and/or termination of the contract for default.
- l. Identity Credential Holders must follow all HSPD-12 policies and procedures as well as use and protect their assigned identity credentials in accordance with VA policies and procedures, displaying their badges at all times, and returning the identity credentials upon termination of their relationship with VA.

Deliverable:

- A. Contractor Staff Roster

7.0 METHOD AND DISTRIBUTION 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).

8.0 PERFORMANCE METRICS

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

Performance Objective	Performance Standard	Acceptable Levels of Performance
A. Technical / Quality of Product or Service	<ol style="list-style-type: none"> 1. Demonstrates understanding of requirements 2. Efficient and effective in meeting requirements 3. Meets technical needs and mission requirements 4. Provides quality services/products 	Satisfactory or higher

B. Project Milestones and Schedule	<ol style="list-style-type: none"> 1. Established milestones and project dates are met 2. Products completed, reviewed, delivered in accordance with the established schedule 3. Notifies customer in advance of potential problems 	Satisfactory or higher
C. Cost & Staffing	<ol style="list-style-type: none"> 1. Currency of expertise and staffing levels appropriate 2. Personnel possess necessary knowledge, skills and abilities to perform tasks 	Satisfactory or higher
D. Management	<ol style="list-style-type: none"> 1. Integration and coordination of all activities to execute effort 	Satisfactory or higher

The COR 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 level of performance. The Government reserves the right to alter or change the surveillance methods in the QASP at its own discretion. A Performance Based Service Assessment will be used by the COR in accordance with the QASP to assess Contractor performance.

8.0 SCHEDULE FOR DELIVERABLES

*Note: Days used in the table below refer to working days unless otherwise stated. Deliverables with due dates falling on a weekend or holiday shall be submitted the following Government work day after the weekend or holiday. **All documents shall be delivered to the program manager and COR.***

Task	Due Date	Description
5.1	30 Days after Award	A. Contractor Project Management Plan
	15 Days after previous bi-weekly meeting and updated bi-weekly thereafter	B. Meeting Minutes
	15 days after award and updated monthly thereafter	C. Monthly Progress Report
5.2	30 Days after Award	A. CRAC Re-baseline Study and Cost Estimate
	60 Days after Award	B. CRAC System Repairs
5.3	14 Days After Award	A. CRAC Maintenance Program Plan
	Daily	B. CRAC Operational Health and Performance Standard Report – Daily
	Weekly	C. CRAC Operational Health and Performance Standard Report – Weekly
	Monthly	D. CRAC Operational Health and Performance Standard Report – Monthly
	Monthly	E. CRAC Preventative Maintenance monthly Report
5.4.1	5 days after contract start date	A. CRAC Emergency Repair Services Plan
	15 days After repair	B. CRAC Post Emergency Repair Report
	5 days after Award	C. A list of key personnel and emergency contact information (which may include subcontractor contacts, as applicable)

9.0 FACILITY/RESOURCE PROVISIONS

The Government will provide office space, telephone service and system access when authorized contract staff work at a Government location as required in order to accomplish the Tasks associated with this PWS. All procedural guides, reference materials, and program documentation for the project and other Government applications will also be provided on an as-needed basis.

The Contractor shall request other Government documentation deemed pertinent to the work accomplishment directly from the Government officials with whom the Contractor has contact. The Contractor shall consider the COR as the final source for needed Government documentation when the Contractor fails to secure the documents by other means. The Contractor is expected to use common knowledge and resourcefulness in securing all other reference materials, standard industry publications, and related materials that are pertinent to the work.

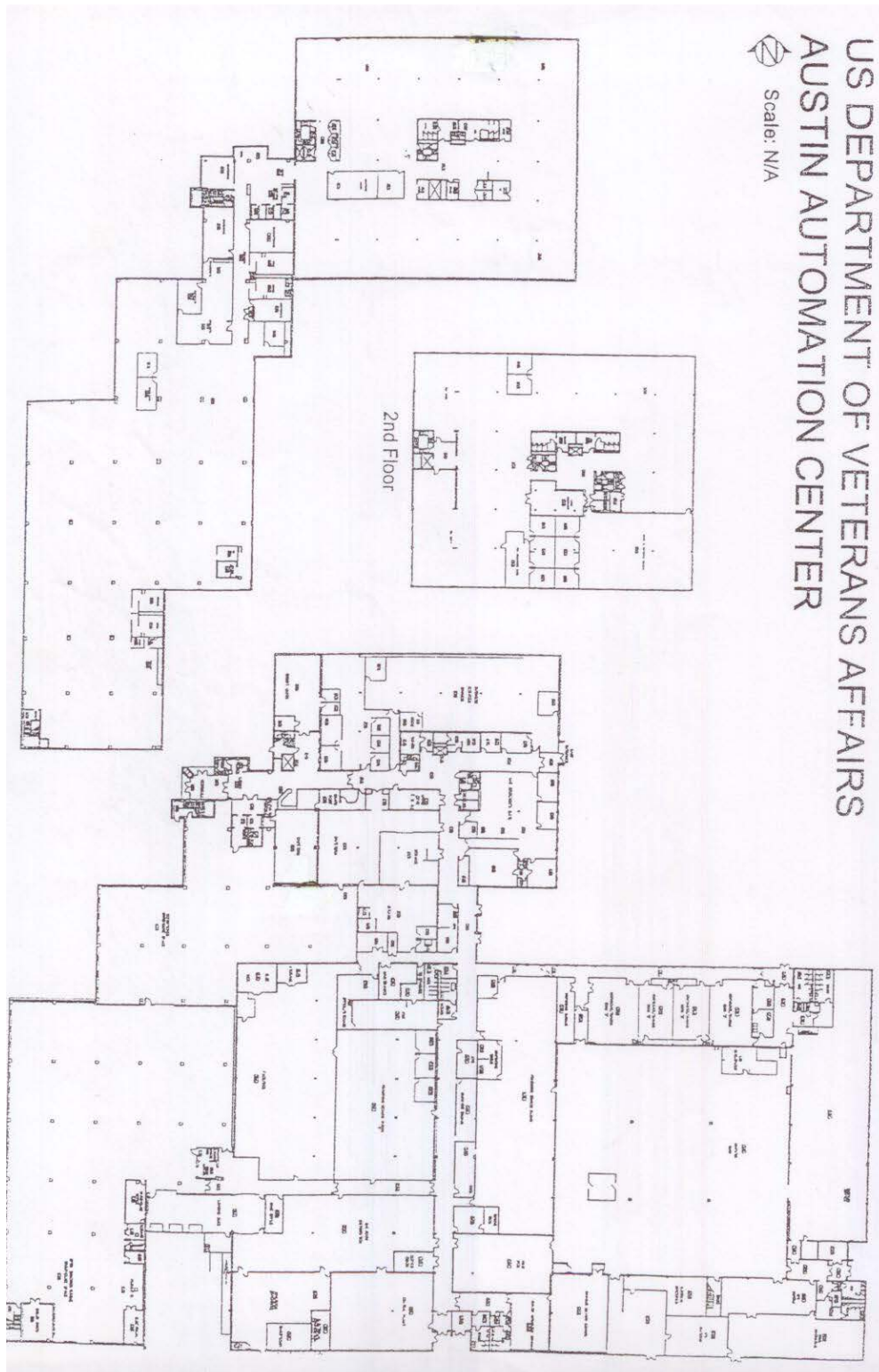
VA may provide remote access to VA specific systems/network in accordance with VA Handbook 6500, which requires the use of a VA approved method to connect external equipment/systems to VA's network. Citrix Access Gateway (CAG) is the current and only VA approved method for remote access users when using or manipulating VA information for official VA Business. VA permits CAG remote access through approved Personally Owned Equipment (POE) and Other Equipment (OE) provided the equipment meets all applicable 6500 Handbook requirements for POE/OE. All of the security controls required for Government furnished equipment (GFE) must be utilized in approved POE or OE. The Contractor shall provide proof to the COR for review and approval that their POE or OE meets the VA Handbook 6500 requirements and VA Handbook 6500.6 Appendix C, herein incorporated as Addendum B, before use. CAG authorized users shall not be permitted to copy, print or save any VA information accessed via CAG at any time. VA prohibits remote access to VA's network from non-North Atlantic Treaty Organization (NATO) countries. The exception to this are countries where VA has approved operations established (e.g. Philippines and South Korea). Exceptions are determined by the COR in coordination with the Information Security Officer (ISO) and Privacy Officer (PO).

10.0 TABLES

10.1 AITC Computer Rooms (134 & 140) Layout with CRAC Units



10.2 AITC Layout



10.3 Government Inventory of CRAC Evaporator Units

Unit #	Model	Serial	RM #
1	FH290A-A00	149406E	134
2	FH290A-A00	149406G	134
3	FH290A-A00	149406F	134
4	FH290A-A00	149406A	134
5	DS077ASA0EI623A	C08D8E0018	134
6	FH290A-A00	149406D	134
7	DH290A-AAEIS230	897230-001	134
8	FH290A-A00	149406B	134
9	DS077ASA0EI624A	C08D8E0023	134
10	DH290A-AAEI	527117-002	134
11	FH290A-A00	149638C	147
12	DS077ASA0EI623A	C08D8E0020	134
13	FH290A-A00	126643D	134
14	FH290A-A00	126643C	134
15	DS077ASA0EI623A	C08D8E0021	134
16	FH290A-A00	126643A	134
17	DH290A-AAEI	527117-001	140
18	FH290A-A00	164894-001	134
19	DS077ASA0EI998A	C12H8E0026	134
20	FH290A-A00	164894-005	140
21	FH290A-A00	164894-002	140
22	FH290A-A00	149638A	134
24	FH290A-A00	154430A	160
25	FH290A-A00	154430B	160
26	VH125A-AAEI	527117-003	156
27	FH290A-A00	164894-003	156
28	DH290A-AAEIS230	897230-002	134
29	DS077ASA0EI623A	C08D8E0019	134
30	DS077ASA0EI623A	C08D8E0022	160
31	DS077ASA0EI987A	C10A8E0233	140
32	DS077ASA0EI987A	C10A8E0232	140
33	DS077ASA0EI987A	C10A8E0234	140
34	BF067ADADEI741A	N10M740047	140
35	BF067ADADEI741A	N10M740048	140
36	DS077DUA0EI595B		134
37	DS105DUA0EI584A		134
38	DS105DUA0EI584A		134
AC 1	CW084DC1AS934	N13B150002	160D
AC 2	CW084DC1AS933	N12M150039	160D
AC 3	CW084DC1AS933	N12M150038	160D
DX	DS077AVAIEIE32S	C16B8E0110	160D

10.4 Government Inventory of CRAC Condenser Units

Unit #	Model	Serial	Location
1	Faded Could Not Read	Faded Could Not Read	AITC Roof
2	Faded Could Not Read	Faded Could Not Read	AITC Roof
3	Faded Could Not Read	Faded Could Not Read	AITC Roof
4	Faded Could Not Read	Faded Could Not Read	AITC Roof
5	DCDF510-A	0816C10537	AITC Roof
6	CDF415-A	0408C68825	AITC Roof
7	DCDF415-A	0636C90118	AITC Roof
8	Faded Could Not Read	Faded Could Not Read	AITC Roof
9	DCDF510-A	0816C10531	AITC Roof
10	DCDF415LA	0209C54927	AITC Roof
11	Faded Could Not Read	Faded Could Not Read	AITC Roof
12	DCDF510-A	0816C10614	AITC Roof
13	Faded Could Not Read	Faded Could Not Read	AITC Roof
14	Faded Could Not Read	Faded Could Not Read	AITC Roof
15	DCDF510-A	0815C10529	AITC Roof
16	Faded Could Not Read	Faded Could Not Read	AITC Roof
17	Could Not Locate Unit	Could Not Locate Unit	CNLU
18	Faded Could Not Read	Faded Could Not Read	AITC Roof
19	DCDF415-A	C12H4F3625	AITC Roof
20	Faded Could Not Read	Faded Could Not Read	AITC Roof
21	DCDF415LA	02090C54901	AITC Roof
22	Faded Could Not Read	Faded Could Not Read	AITC Roof
24	Faded Could Not Read	Faded Could Not Read	AITC Roof
25	Faded Could Not Read	Faded Could Not Read	AITC Roof
26	DCDF205LA	0209C54982	AITC Roof
27	Faded Could Not Read	Faded Could Not Read	AITC Roof
28	DCDF415-A	063C90120	AITC Roof
29	DCDF510-A	0816C10538	AITC Roof
30	DCDF510-A	0816C10613	AITC Roof
31	DCDF415LA	1010C26622	Generator Alley
32	DCDF415-A	1010C26560	Generator Alley
33	DCDF415-A	1010C26620	Generator Alley
34	TCFV165-A	1051C32569	Generator Alley
35	TCFV165-A	1051C32566	Generator Alley
36	MCL110E8ADF046		AITC Roof
37	MCM160E8ADA584		AITC Roof
38	MCM160E8ADA584		AITC Roof
DX	MCL110E8ADG001	Y16BAZ0059	Under Ice Plant

SECTION C - CONTRACT CLAUSES

C.1 NOTICE OF HYBRID CONTRACT

This is a Firm-Fixed-Price, Labor-Hour, and Materials type contract.

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

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

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

C.2 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within 15 days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 30 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed five (5) years.

(End of Clause)

C.3 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

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

(End of Clause)

FAR Number	Title	Date
52.203-17	CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS	APR 2014
52.204-4	PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER	MAY 2011
52.217-8	OPTION TO EXTEND SERVICES	NOV 1999
52.232-40	PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS	DEC 2013

C.4 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.5 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.6 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.7 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 Texas. 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)

(End of Addendum to 52.212-4)

C.8 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).

[X] (29) 52.222-35, Equal Opportunity for Veterans (OCT 2015) (38 U.S.C. 4212).

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

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

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

[X] (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).

[X] (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

☒ (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 (I) 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)

SECTION D - CONTRACT DOCUMENTS, EXHIBITS, OR ATTACHMENTS

See Attachment I: Wage Determination 15-5215

SECTION E - SOLICITATION PROVISIONS

E.1 NOTICE OF HYBRID CONTRACT

This is a Firm-Fixed-Price, Labor-Hour, Materials type contract.

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 52.209-7 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 (FAPIIS) 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 FAPIIS 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.3 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

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

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

(End of Provision)

FAR Number	Title	Date
52.216-31	TIME-AND-MATERIALS/LABOR-HOUR PROPOSAL REQUIREMENTS—COMMERCIAL ITEM ACQUISITION	FEB 2007
52.217-5	EVALUATION OF OPTIONS	JUL 1990

E.4 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:

Wanda Y. Edwards
Contracting Officer

Hand-Carried Address:

Strategic Acquisition Center - Frederick
Department of Veterans Affairs
321 Ballenger Center Drive, Suite 125
Frederick MD 21703

Mailing Address:

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

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

(End of Provision)

E.5 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.6 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.

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

(End of Provision)

E.7 VAAR 852.270-1 REPRESENTATIVES OF CONTRACTING OFFICERS (JAN 2008)

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

(End of Provision)

In addition to the information provided in FAR Clause 52.212-1 Instructions to Offerors – Commercial Items, the following instructions to offerors apply:

A. QUOTE SUBMISSION

Site Visit: A site visit will be held for all potential quoters on Wednesday, August 30th, 2017 at 10:00 AM Central Daylight Time (CDT). Contractors planning to attend the site visit shall send an email to the Contract Specialist, Anthony Zibolski at Anthony.Zibolski@va.gov and the Contracting Officer, Wanda Y. Edwards at Wanda.Edwards@va.gov providing the names of all attendees. No registration will be accepted after Monday, August 28st at 4:30 PM EDT. No questions will be answered during this site visit. Questions shall be formally submitted to the Contract Specialist and Contracting Officer listed above. All emails shall include “VA119A-17-Q-0298” in the subject line.

Questions: Submit all questions concerning this solicitation electronically via e-mail to the Contract Specialist, Anthony Zibolski at Anthony.Zibolski@va.gov and the Contracting Officer, Wanda Y. Edwards at Wanda.Edwards@va.gov by Friday, September 1, 2017 at 10:00 AM Eastern Daylight Time (EDT). No additional questions will be accepted after this date and time.

Quotes: Submit quotes electronically via e-mail to Contract Specialist, Anthony Zibolski at Anthony.Zibolski@va.gov and Contracting Officer Wanda Y Edwards at Wanda.Edwards@va.gov by Wednesday, September 6, 2017 at 10:00 AM Eastern Daylight Time (EDT). Please note that Strategic Acquisition Center - Frederick cannot accept e-mails larger than 8 MB.

The contractor's submission shall consist of the following volumes:

- a. Volume I: Technical Approach;
- b. Volume II: Past Performance; and
- c. Volume III: Price

The use of hyperlinks in quotes is prohibited. Do not submit general marketing literature or brochures. Such materials are not considered responsive to the specific evaluation criteria and shall not be evaluated by the VA.

B. QUOTE FILES

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. Quote page limitations are applicable to this procurement. The table below indicates the applicable maximum page count for each volume of the contractor's quote. All files shall be submitted as either Microsoft (MS) Excel (.xls/.xlsx) file, Acrobat Portable Document Format (.pdf) file, MS Word (.doc/.docx), or as compatible as indicated in the table. Page size shall be no greater than 8 1/2" x 11". The top, bottom, left, and right margins shall be a minimum of one (1) inch each. 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 no smaller than eight (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. Page numbers, company logos, and headers and footers may be within the page margins only and are not bound by the 12-point font requirement. Footnotes to text shall not be added. If the Contractor submits annexes, documentation, attachments or the like, not specifically required by this solicitation, such will count against the Contractor'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 appear in the print layout view.

b. File Packaging: File Packaging: Do not compress (zip) proposal files. VA Network Security Operations Center (NSOC) has blocked email attachments with the ".zip" extension as a mitigation measure against the ongoing world-wide ransomware events impacting many organizations. During this time, .zip file extensions will be permanently stripped from email traffic, and will not be recoverable. Due to VA email file size restrictions, quoters are encouraged to logically separate their proposal into separate emails. If this is necessary, quoters should attempt to contain a complete volume within single email transmissions (and not split volumes). Quoters are encouraged to review and ensure that sufficient bandwidth is available on their end of the transmission.

c. Content Requirements: All information shall be confined to the appropriate file. The contractor shall confine submissions to essential matters, sufficient to define the quote,

and provide an adequate basis for evaluation. Contractors are responsible for including sufficient details, in a concise manner, to permit a complete and accurate evaluation of each quote. The titles and page limit requirements for each file are shown in the table below:

Volume	Factor	File Name	Page Limitations
Volume I	Technical Approach	ContractorName_Tech	15 pages (Résumés are not included in the 15 page Technical Approach page maximum however shall be limited to 2 pages per résumé.)
Volume II	Past Performance	ContractorName_PP	8 pages
Volume III	Price	ContractorName_Price	None

The cover page, table of contents, and/or a glossary of abbreviations or acronyms will not be included in the page count of any Volume.

(End of Addendum to 52.212-1)

E.8 52.212-2 EVALUATION—COMMERCIAL ITEMS (OCT 2014)

A. BASIS FOR AWARD

The Government is issuing this Request for Quotations (RFQ) to solicit qualified contractors for the purpose of entering into a single-award Hybrid contract. This acquisition is being conducted in accordance with Federal Acquisition Regulations (FAR) 12 and 13.5.

Contractors must demonstrate their capability to satisfy the entire breadth and scope of the PWS.

B. FACTORS TO BE EVALUATED

The Government will use a “best value” approach to select the awardee, using the following criteria, listed in descending order of importance, when evaluating the contractor’s quotes:

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

Factor 1: Technical Approach;
Factor 2: Past Performance; and

Price Factor

Factor 3: Price.

Award will be made based on an integrated assessment by the Contracting Officer (CO) between and among price and non-price factors. The following non-price factors are listed in descending order of importance: Technical Approach, and Past Performance. Non-price factors when combined are significantly more important than price. It should be noted that award may be made to other than the lowest priced Contractor, if the Government determines that a price premium is warranted due to merits of one or more of the non-price factors.

C. ACQUISITION APPROACH

This will be a hybrid Firm Fixed Price (FFP), labor hour, and materials purchase order for Commercial Off-The-Shelf (COTS) services for one 12-month base period and four 12-month option periods.

D. EVALUATION APPROACH

Contents of the written quotes will be evaluated to determine the degree and extent to which the requirements set forth in the Request for Quote (RFQ) and PWS are satisfied.

Factor 1: Technical Approach will be evaluated as follows:

- a. Understanding of the Tasks – The quote will be evaluated to determine the extent to which it demonstrates a clear understanding of all features involved in meeting the requirements presented in the PWS and the extent to which uncertainties are identified and resolutions proposed. The quote will be evaluated strictly in accordance with its written content. Quotes which merely restate the requirement or state that the requirement will be met, without providing supporting rationale, are not sufficient.
- b. Feasibility of Approach – The quote will be evaluated to determine whether the contractor's methods and approach to meeting the PWS requirements provide the Government with a high level of confidence of successful completion within the required schedule.
- c. Completeness – The quote will be evaluated to determine whether the contractor's methods and approach have adequately and completely considered, addressed and satisfied the requirements specified in the solicitation.
- d. Resumes – The quote will be evaluated to determine whether each résumé for the proposed staff demonstrates experience and requisite skills to adequately accomplish the task outlined in the PWS; VA will evaluate the résumés of the Contractor's proposed personnel on their experience associated with the contract tasks.

- e. Staffing Strategy – The quote will be evaluated to determine whether the contractor's staffing strategy clearly identifies the lines of communication related to Status Reporting, including completion of work; whether the communication plan between Government and Contractor and communication within the contractor's team is viable; how effectively the strategy utilizes sub-contractors and/or contractor teaming arrangements; how responsiveness the strategy complies with contract timelines; whether the strategy adequately implements the proposed technical approach; and whether the strategy adheres to VA Security Policies.

Factor 2: Past Performance will be evaluated as follows:

The Past Performance shall be evaluated based on the narrative information provided by the contractor, and any source determined to be relevant in order to make a determination of risk. All past performance information shall be evaluated for quality, timeliness, and relevance (i.e., experience in providing services similar in size, scope, and complexity as those described in the RFQ). The Government shall make determination of relevance. If no past performance information is readily available, the Contractor may not be evaluated favorably or unfavorably on past performance.

Factor 3: Price will be evaluated as follows:

The Government shall evaluate price to determine whether or not it is considered fair and reasonable based on FAR Part 13 Procedures.

(End of Provision)