

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30				1. REQUISITION NO.		PAGE 1 OF 27	
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE		4. ORDER NO.		5. SOLICITATION NUMBER 36C26218Q0092	
7. FOR SOLICITATION INFORMATION CALL:		a. NAME Kevin H. Vo		b. TELEPHONE NO. (No Collect Calls) (562) 766-2275		6. SOLICITATION ISSUE DATE 01-17-2018	
9. ISSUED BY Department of Veterans Affairs Network Contracting Office 22 4811 Airport Plaza Drive Suite 600 Long Beach CA 90815				10. THIS ACQUISITION IS <input checked="" type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input type="checkbox"/> UNRESTRICTED OR <input checked="" type="checkbox"/> SET ASIDE: 100 % FOR: <input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM NAICS: 213112 <input type="checkbox"/> EDWOSB <input type="checkbox"/> 8(A) SIZE STANDARD: \$38.5 Million			
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input checked="" type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS		13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) <input type="checkbox"/>		13b. RATING N/A	
15. DELIVER TO Department of Veterans Affairs VA Long Beach Healthcare System 5901 E. 7th Street Long Beach CA 90822		16. ADMINISTERED BY Department of Veterans Affairs Network Contracting Office 22 4811 Airport Plaza Drive Suite 600 Long Beach CA 90815		14. METHOD OF SOLICITATION <input checked="" type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP			
17a. CONTRACTOR/OFFEROR CODE		FACILITY CODE		18a. PAYMENT WILL BE MADE BY		CODE	
TELEPHONE NO.		DUNS:		DUNS+4:		18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM	
17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER <input type="checkbox"/>		19. ITEM NO.					
20. See CONTINUATION Page SCHEDULE OF SUPPLIES/SERVICES		21. QUANTITY		22. UNIT		23. UNIT PRICE	
24. AMOUNT		Inspection services of Aboveground Storage Tanks (AST), Underground Storage Tanks (UST), and fuel tanks. See Statement of Work (SOW) herein. This requirement shall be awarded as a Firm Fixed Price contract. Contract subject to the Service Contract Labor Standard. Solicitation is in accordance with FAR Part 12 and 13. (Use Reverse and/or Attach Additional Sheets as Necessary)					
25. ACCOUNTING AND APPROPRIATION DATA See CONTINUATION Page				26. TOTAL AWARD AMOUNT (For Govt. Use Only)			
27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA <input checked="" type="checkbox"/>				27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA <input type="checkbox"/>			
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN _____ COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED <input type="checkbox"/>				29. AWARD OF CONTRACT: REF. _____ OFFER DATED _____. YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN IS ACCEPTED AS TO ITEMS: <input type="checkbox"/>			
30a. SIGNATURE OF OFFEROR/CONTRACTOR				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)			
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)		30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) Kevin H. Vo		31c. DATE SIGNED	

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SECTION B - CONTINUATION OF SF 1449 BLOCKS

B.1 CONTRACT ADMINISTRATION DATA

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

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

a. CONTRACTOR:

b. GOVERNMENT: Department of Veterans Affairs

Network Contracting Office 22

4811 Airport Plaza Drive, Suite 600

Long Beach, CA 90815

Attn: Kevin H. Vo

Phone: (562) 766-2275, Email: Kevin.Vo@va.gov

Fax: (562) 961-1384

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

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

☐ 52.232-36, Payment by Third Party

3. INVOICES: Invoices shall be submitted in arrears:

a. Quarterly ☐

b. Semi-Annually ☐

c. Other ☒ Monthly

4. GOVERNMENT INVOICE ADDRESS: All Invoices from the contractor shall be submitted electronically in accordance with VAAR Clause 852.232-72 Electronic Submission of Payment Requests.

Contractor shall submit invoices via Tungsten Network at <http://www.tungsten-network.com/us/en/>

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

AMENDMENT NO	DATE

B.2 INSURANCE LIABILITY:

Prior to commencement of work to be performed, the Contractor shall furnish an insurance certificate indicating that the coverage outlined in paragraphs a and b have been obtained and that it may not be changed or canceled without a guaranteed thirty (30) day notice to the CO.

The Contractor shall maintain Workers Compensation and Employee's Public Liability Insurance in accordance with the laws of California.

The Contractor shall comply with all applicable Federal and State laws regarding liability for the injury or death of an employee in performing the work under this contract and shall hold the Government harmless against any or all loss, cost, damage, claim expense or liability for accident or injury to persons or property occurring in the performance of this contract.

B.3 PRICE/ COST SCHEDULE**BASE YEAR: March 01, 2018 through February 28, 2019 (Estimated)**

CLIN No.:	Description	Quantity	Unit of Issue	Unit Price	Total Price
0001	AST, UST, & Fuel Tank inspections & repairs	12	Month	\$	\$
Base Year Total					\$

OPTION YEAR 1: March 01, 2019 through February 28, 2020 (Estimated)

CLIN No.:	Description	Quantity	Unit of Issue	Unit Price	Total Price
1001	AST, UST, & Fuel Tank inspections & repairs	12	Month	\$	\$
Option Year 1 Total					\$

OPTION YEAR 2: March 01, 2020 through February 28, 2021 (Estimated)

CLIN No.:	Description	Quantity	Unit of Issue	Unit Price	Total Price
2001	AST, UST, & Fuel Tank inspections & repairs	12	Month	\$	\$
Option Year 2 Total					\$

OPTION YEAR 3: March 01, 2021 through February 28, 2022 (Estimated)

CLIN No.:	Description	Quantity	Unit of Issue	Unit Price	Total Price
3001	AST, UST, & Fuel Tank inspections & repairs	12	Month	\$	\$
Option Year 3 Total					\$

OPTION YEAR 4: March 01, 2022 through February 28, 2023 (Estimated)

CLIN No.:	Description	Quantity	Unit of Issue	Unit Price	Total Price
4001	AST, UST, & Fuel Tank inspections & repairs	12	Month	\$	\$
Option Year 4 Total					\$

TOTAL FOR BASE AND 4 (FOUR) OPTION YEARS \$

B.4 STATEMENT OF WORK

1. CONTRACT TITLE:

Designated Operator (DO) inspections of Government Owned Aboveground Storage Tank (AST), Underground Storage Tank (UST), and fuel tanks for VA Long Beach Healthcare System (VALBHS).

2. BACKGROUND:

The Underground Fuel Storage Tanks house all the required fuel for the emergency generators that provide critical power for each building throughout the VALBHS. These tanks must be kept clean from all debris and water to ensure the fuel will be able to generate emergency power at its full capacity in the event of a natural disaster. All the emergency generators rely on the fuel that is provided to them to keep running. There are plenty of buildings that house critical care patients, patients on life support, and other lifesaving equipment that help monitor the current status of every patient. It is imperative to have emergency power for all the buildings in the event of a loss of power to ensure that all patients will have adequate care through the specialized equipment being powered by the emergency power.

The Contractor shall ensure AST, UST, and fuel tanks at VALBHS are in compliance with the EPA UST regulations and other state / federal laws and regulations. Testing and repairs shall be completed by certified and qualified technicians.

3. SCOPE:

The Contractor shall provide the designated operator monthly inspections, monitoring system certifications and the vapor recovery tests of all fifteen (15) Underground Fuel Storage Tanks through the Veeder Root monitoring system.

The Contractor shall check in and coordinate with the Contracting Officer Representative (COR) prior to performing the tasks. This work is required to keep the facility within compliance and regulations of all Joint Commission Accreditation of Healthcare Organizations (JCAHO) and South Coast Air Quality Management District (SCAQMD) requirements. The Contractor shall come in to monitor the following fifteen (15) Underground Fuel Storage Tanks and perform the work as follows:

- 1) LB1 – 550 Gallon Red Diesel Underground Storage Tank
- 2) LB2 – 10K Gallon Red Diesel Underground Storage Tank
- 3) LB3 – 4K Gallon Red Diesel Underground Storage Tank
- 4) LB4 – 6K Gallon Red Diesel Underground Storage Tank
- 5) LB5 – 6K Gallon Red Diesel Underground Storage Tank
- 6) LB6 – 10K Gallon Red Diesel Underground Storage Tank
- 7) LB7 – 2K Gallon Red Diesel Underground Storage Tank
- 8) LB9A – 30K Gallon Low Nox Underground Storage Tank
- 9) LB9B – 30K Gallon Low Nox Underground Storage Tank

- 10) LB9C – 30K Gallon Low Nox Underground Storage Tank
- 11) LB9D – 30K Gallon Low Nox Underground Storage Tank
- 12) LB12 – 6600 Gallon Red Diesel Underground Storage Tank
- 13) LB14 – 2K Gallon Red Diesel Underground Storage Tank
- 14) LB15 – 1500 Gallon Red Diesel Underground Storage Tank
- 15) LB22 – 5800 Gallon Red Diesel Underground Storage Tank

ANNUAL MONITORING CERTIFICATION: The Contractor shall provide the Annual Monitoring Certifications. The first Annual Monitoring Certification will need to be completed by January 10, 2019.

4. PLACE OF PERFORMANCE:

Department of Veterans Affairs
VA Long Beach Healthcare System
5901 E. 7th Street, Building 5 and 5A
Long Beach, CA 90822

5. PERIOD OF PERFORMANCE:

The period of performance shall be for one (1) year from the date of award with four (4) one-year options.

6. CONTRACT TYPE:

Firm Fixed Price

7. APPLICABLE DOCUMENTS, STANDARDS, LAWS AND/OR REGULATIONS:

The following is a list of various applicable standards, policies, regulations, and/or governing bodies. This is not an all-inclusive list; therefore, it is the responsibility of the Contractor to ensure all applicable standards, policies, regulations, and/or governing bodies not listed/listed here are adhered to.

- 7.1. [EPA's Underground Storage Tanks \(USTs\) Laws and Regulations](#)
- 7.2. Energy Policy Act of 2005
- 7.3. [International Code Council \(ICC\)](#)
- 7.4. [California EPA / State Water Resources Control Board](#)
- 7.5. [UST Regulations](#) (CCR, Title 23, Division 3, Chapter 16) Amended and Effective (July 1, 2012)
- 7.6. [UST Cleanup Fund Regulations](#) (CCR, Title 23, Division 3, Chapter 18)
- 7.7. [Tank Tester Licensing Regulations](#) (CCR, Title 23, Division 3, Chapter 17)
- 7.8. Summary of Training Requirements for UST Professionals CCR Title 23, Chapter 16, https://www.waterboards.ca.gov/ust/regulatory/new_regulations/summary_table_of_training_requirements.pdf
- 7.9. Unified Program Regulations (CCR, Title 27, Division 1, Subdivision 4, Chapter 1, Sections 15100 - 15620), and all other applicable local, state, and federal laws/regulations. <https://calepa.ca.gov/cupa/lawsregs/t27/>

8. GENERAL REQUIREMENTS & SPECIFICATIONS:

8.1. Contractor shall provide all labor, supplies, materials, supervision and transportation required for the inspection of Government owned AST, UST, and fuel tanks for the VALBHS.

Contractor shall provide the following for the AST, UST, and fuel tank inspection services:

8.1.1. MONTHLY DESIGNATED OPERATOR (DO) SERVICE FOR TANKS WITH PETROLEUM FUELS:

8.1.1.1. A complete inspection of USTs and AST on a monthly basis. The Contractor shall maintain a complete set of inspection records at their place of business and shall submit all inspection records to the COR. The inspections shall meet Designated Operator requirements.

8.1.1.2. Perform a line leak detection test of all storage tanks.

8.1.1.3. Calibrate the liquid level detections systems in accordance with manufacturer recommendations.

8.1.1.4. Annual certification of tank monitoring system instrumentation

8.1.1.5. Annual spill bucket testing certification.

8.1.1.6. Annual AQMD Rule 460 testing of gasoline fuel dispenser systems.

8.1.1.7. The following shall be applicable to the tank monitoring system (i.e. Veeder Root and other brands):

- Inspection of the tank monitoring system to ensure all components are in optimum working order and annually certify this instrumentation.
- If repairs are necessary, the Contractor shall notify the COR and document the repair required in the monthly inspection records. If the repair requires a minor adjustment or lubrication of part and does not require filing a repair plan with the City of Long Beach, the Contractor shall repair the minor adjustment or lubrication without any additional cost under this contract.

8.2.1 MONTHLY VISUAL INSPECTIONS OF ABOVEGROUND TANKS AND TRANSFORMERS REQUIRED BY SPILL PREVENTION, CONTROL AND COUNTERMEASURE (SPCC) PLAN:

8.2.1.1 Visually inspect tanks designated in SPCC Plan for leaks and report condition to the COR.

8.2.1.2 The visual condition inspector for SPCC inspected tanks will have the same certifications as a designated operator for UST tanks.

8.3.1 FOR MINOR REPAIRS NOT REQUIRING A REPAIR PLAN SUBMITTAL WITH CITY OF LONG BEACH:

- 8.3.1.1 Contractor shall only furnish new, standard, non-proprietary parts meeting the original equipment manufacturer specifications.
- 8.3.1.2 Contractor shall inspect, adjust, inspect, lubricate, replace parts, repair and ensure equipment is safe and reliable as required by manufacturer's specifications. All malfunctioning parts shall be replaced immediately to prevent undue down time and to ensure safe operation.
- 8.3.1.3 Parts incorporated into a minor repair become the property of the Government. Replaced parts are to be disposed of by the Contractor after obtaining approval from the COR.
- 8.3.1.4 Contractor shall dispose any hazardous materials resulting from the tanks in accordance with federal, state and county guidelines.

8.4.1 **ADDITIONAL REQUIREMENTS:**

- 8.4.1.1 Contractor shall provide two (2) training classes per contract period for employees in accordance with the California Code of Regulations as part of the Designated Operator portion of contract.
- 8.4.1.2 Contractor shall provide copies of all minor repairs, photos of installation, warranties with installation date and description of equipment in accordance with the UST Provisions of the Energy Policy Act of 2005 to the COR.
- 8.4.1.3 Contractor shall notify and coordinate monthly UST and AST inspection date and time with COR.
- 8.4.1.4 Contractor shall ensure that all tanks are in optimum working condition by testing the equipment after the repairs are completed.
- 8.4.1.5 Contractor will maintain a double set of records for tank inspections, one on site and the second set at the contractor's office.

9. **CONTRACTOR QUALIFICATIONS & OTHER RESPONSIBILITIES:**

Contractor shall obtain or possess all necessary licenses required to perform the work listed in this statement of work/solicitation. Contractor shall take all precautions necessary to protect persons and property from injury or damage during the performance of this contract. Contractor shall be responsible for any injury to himself/herself, his/her employees, or others, as well as for any damage to personal or public property that occurs during the performance of this contract that is caused by him/her or his/her employees fault or negligence. Contractor shall maintain personal liability and property damage insurance prescribed by the laws of the Federal Government.

Furthermore, Contractor and Contractor's employees performing on this contract shall have, but not limited to the following qualification, experience, licenses, and certifications:

- Designated operator shall possess a current “California UST Operator” certificate issued by the International Code Council (ICC).
- For Annual Monitoring Equipment Certifications, the Contractor must have a UST service technician with a current Tank Testers License or appropriate Contractors State License Board (CRLB) license and obtain training and certification through the developer of the testing equipment or method being used, or through the manufacturer of secondary containment component being tested.
- Designated Operator shall submit to the local regulatory agencies the owner statements of designated UST operator and understanding of and compliance with the UST requirements on behalf of the Long Beach.
- Training certificates on the assigned equipment for their personnel.
- Certification of SB989 repairs approved by the Long Beach Fire Department on construction plans is required.
- A thorough knowledge of low voltage power electricity and instrumentation combined with a certification to repair UST instrumentation are required.

A confined space permit or certification is required when performing confined space task in UST.

10. SAFETY REQUIREMENTS:

- All personnel employed by the Contractor in the performance of this contract, or any representative of the Contractor entering on VALBHS shall comply with applicable federal, state, and VA safety and fire regulations and codes which are in effect during the performance period of the contract.
- Contractor shall perform work in strict accordance with existing relevant, accredited standards and codes to minimize the possibility of injury to personnel, or damage to Government equipment. Every effort shall be made to safeguard human life and property. For the duration of the repairs, no fuel deliveries are allowed.
- Some contaminated water may be generated because of secondary containment testing. It will be responsibility of the facility to dispose any waste material.
- Contractor shall abide OSHA’s standard for confined spaces (29 CFR 1910.146) which contains the requirements for the practices and procedures to protect employees in general industry from the hazards of entering permit spaces.
- Confined Spaces: A confined space is a space large enough and so configured that an employee can bodily enter and perform assigned work. In addition, it has limited or restricted means for an entry and is not designed for continuous employee occupancy. Pits, excavations, tanks, vaults,

boilers, storage bins, compartments, silos, vats, tubs, ducts, pipelines, sewers are typical confined spaces.

CHECK IN/ OUT PROCEDURES & REPORT REQUIREMENTS:

For services to be performed during normal working hours, the Contractor shall report, upon arrival, to the Environmental Service Department, and sign in before proceeding to the job site. This check in is mandatory.

After the work is completed, the Contractor shall submit in writing, a report of service to the COR and Boiler Plant Supervisor. At a minimum, this report shall contain a detailed description of any service performed and any recommendations necessary to meet regulations. A complete report shall be submitted to the COR by email within fifteen (15) working days after the completion of service/work.

For repairs or services required during other than normal working hours, the contract service technician is still required to report upon arrival to the COR prior to repairs. The contract service technician is also required to complete a report for services rendered and leave it with Facilities Management. Both the check-in and check-out procedures defined above are mandatory and shall be strictly enforced.

CHANGES:

The awarded Contractor is advised that only the Contracting Officer, acting within the scope of the contract, has the authority to make changes which affect the contract in terms of quality, quantity, price or delivery.

In the event the Contractor implements any changes at the direction of any person other than the Contracting Officer, the change shall be considered to have been made without authority, and no adjustment shall be made in the contract price to cover any increase in costs incurred as a result thereof.

VA POLICY:

Possession of weapons is prohibited. Enclosed containers, including tool kits, are subject to search. Violations of VA regulations may result in citations answerable in the United States (Federal) District Court.

PARKING POLICY:

It is the responsibility of Contractor personnel to park only in designated parking areas. Parking information is available from the VA Police. The VA shall not validate or make reimbursement for parking violations of the Contractor's personnel under any circumstances.

IDENTIFICATION BADGES:

All Contractor personnel are required to wear identification (I.D.) badges during the entire time they are on the VA Healthcare System grounds. I.D. badges must have an identification picture and shall state the name of the individual and the company represented.

SMOKING POLICY:

Smoking is not permitted within or around the VA Healthcare System facilities, except in designated areas.

NORMAL WORKING HOURS:

Contractor will shall be performing services between the hours of 7:30 AM through 4:00 PM Monday through Friday, with exceptions to National Holidays.

OVERTIME AND NATIONAL HOLIDAYS:

Any overtime or holiday pay that may be entitled to the Contractor's employees shall be the sole responsibility of the Contractor and shall not be billed to nor reimbursed by the Government. When one of the holidays fall on a Sunday, the following Monday will be observed as a National holiday. When one of the holidays fall on a Saturday, the preceding Friday will be observed as a National holiday. The Contractor is not required to provide service on the following U.S. Government holidays nor shall the Contractor be paid for these days:

New Year's Day	January 1
Martin Luther King 's Birthday	Third Monday in January
President's Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Columbus Day	Second Monday in October
Veterans Day	November 11
Thanksgiving Day	Fourth Thursday in November
Christmas Day	December 25

SECTION C - CONTRACT CLAUSES

C.1 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

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

(End of Clause)

C.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 30 days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 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 66 months.

(End of Clause)

C.3 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.4 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.5 VAAR 852.237-70 CONTRACTOR RESPONSIBILITIES (APR 1984)

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

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

(End of Clause)

C.6 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

<http://www.acquisition.gov/far/index.html>

<http://www.va.gov/oal/library/vaar/>

<http://farsite.hill.af.mil/vmfara.htm>

(End of Clause)

<u>FAR Number</u>	<u>Title</u>	<u>Date</u>
52.228-5	INSURANCE—WORK ON A GOVERNMENT INSTALLATION	JAN 1997
52.233-1	DISPUTES	MAY 2014
52.237-2	PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATION	APR 1984

C.7 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS—COMMERCIAL ITEMS (JAN 2017)

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

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

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

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

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

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

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

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

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

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

☐ (5) [Reserved]

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

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

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

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

☐ (10) [Reserved]

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

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

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

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

☐ (13) [Reserved]

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

☐ (ii) Alternate I (NOV 2011).

☐ (iii) Alternate II (NOV 2011).

☐ (15)(i) 52.219-7, Notice of Partial Small Business Set-Aside (June 2003) (15 U.S.C. 644).

☐ (ii) Alternate I (Oct 1995) of 52.219-7.

- ☐ (iii) Alternate II (Mar 2004) of 52.219-7.
- ☒ (16) 52.219-8, Utilization of Small Business Concerns (NOV 2016) (15 U.S.C. 637(d)(2) and (3)).
- ☐ (17)(i) 52.219-9, Small Business Subcontracting Plan (JAN 2017) (15 U.S.C. 637(d)(4)).
- ☐ (ii) Alternate I (NOV 2016) of 52.219-9.
- ☐ (iii) Alternate II (NOV 2016) of 52.219-9.
- ☐ (iv) Alternate III (NOV 2016) of 52.219-9.
- ☐ (v) Alternate IV (NOV 2016) of 52.219-9.
- ☐ (18) 52.219-13, Notice of Set-Aside of Orders (NOV 2011) (15 U.S.C. 644(r)).
- ☒ (19) 52.219-14, Limitations on Subcontracting (JAN 2017) (15 U.S.C. 637(a)(14)).
- ☐ (20) 52.219-16, Liquidated Damages—Subcontracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).
- ☐ (21) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (NOV 2011) (15 U.S.C. 657f).
- ☒ (22) 52.219-28, Post Award Small Business Program Rerepresentation (Jul 2013) (15 U.S.C. 632(a)(2)).
- ☐ (23) 52.219-29, Notice of Set-Aside for, or Sole Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (DEC 2015) (15 U.S.C. 637(m)).
- ☐ (24) 52.219-30, Notice of Set-Aside for, or Sole Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (DEC 2015) (15 U.S.C. 637(m)).
- ☒ (25) 52.222-3, Convict Labor (June 2003) (E.O. 11755).
- ☐ (26) 52.222–19, Child Labor—Cooperation with Authorities and Remedies (OCT 2016) (E.O. 13126).
- ☒ (27) 52.222-21, Prohibition of Segregated Facilities (APR 2015).
- ☒ (28) 52.222–26, Equal Opportunity (SEP 2016) (E.O. 11246).
- ☒ (29) 52.222-35, Equal Opportunity for Veterans (OCT 2015) (38 U.S.C. 4212).
- ☒ (30) 52.222-36, Equal Opportunity for Workers with Disabilities (JUL 2014) (29 U.S.C. 793).
- ☒ (31) 52.222-37, Employment Reports on Veterans (FEB 2016) (38 U.S.C. 4212).
- ☒ (32) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496).
- ☒ (33)(i) 52.222-50, Combating Trafficking in Persons (MAR 2015) (22 U.S.C. chapter 78 and E.O. 13627).
- ☐ (ii) Alternate I (MAR 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).

[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.)

[] (ii) Alternate I (MAY 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

[] (38) 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).

[] (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.

[X] (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).

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(x) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(End of Clause)

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

**WAGE DETERMINATION (WD) 15-5613 (REV-7) DATED 8/22/2017 (See
Attachment)**

SECTION E - SOLICITATION PROVISIONS

E.1 ADDENDUM TO 52.212-1 INSTRUCTIONS TO OFFERORS:

1. **Site Visit:** Attendance is NOT mandatory, but highly encouraged so offeror(s) can inspect the site(s) where services are to be performed and to satisfy themselves regarding all general and local conditions that may affect the cost of contract performance, to the extent the information is reasonably obtainable. **This will be the only site visit provided by the Government.** Offerors shall be responsible and shall not be reimbursed by the Government for any costs or travel expenses incurred related to the site visit.

A site visit is scheduled for January 24, 2018 at 10:00 AM PST. All offerors will meet at VALBHS located at 5901 E. 7th. Street, Long Beach, CA 90822. Offeror(s) will meet with Kevin H. Vo, Contracting Officer at **Building 5**, as he will be hosting the site visit. Offerors will be provided an opportunity to visit facilities to survey the site conditions during the site visit. Interested parties should sign up in advance to attend the site visit by notifying the Contracting Officer, Kevin H. Vo via email at Kevin.vo@va.gov no later than 1:00 PM PST on Monday, January 22, 2018. The email must include the following:

- i. **Subject of email:** RFQ # 36C26218Q0092 – VALBHS INSPECTION SERVICES OF AST, UST, AND FUEL TANKS – Site Visit Request;
 - ii. **Body of email:**
 - Company Name;
 - Point of Contact, phone number and email address; and
 - List of all attendees (no more than 3 attendees per company)
2. **Basis of Award:** Award will be made to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the Government. Price is the only factor that will be used to evaluate offers. Award will be made to the lowest priced offer that is determined to be responsible. After making selection of the lowest price offeror, the Contracting Officer will determine if the selected offeror is responsible. In addition to the General Standard of Responsibility found in FAR 9.104-1 and in accordance with FAR 9.104-2, the following Special Standard of Responsibility apply to this procurement:

Specialized experienced:

1. Designated operators must have current California UST Operator certificate issue by the Internal Code Council (ICC) – see paragraph 9 of SOW
2. Technicians must have Tank Testers License or appropriate Contractors State License Board (CRLB) – see paragraph 9 of SOW

Special Requirement - Special Standard of Responsibility – Specialized Experience with AST, UST, and Fuel Tanks: This special standard of responsibility will be used to assess the offeror's specialized experience with inspection services of AST, UST, and fuel tanks. The offeror shall provide evidence of specialized experience for inspection services of AST, UST, and

fuel tanks by providing certifications and license for all technicians assigned to this contract. Offeror shall submit this required information with their offer and should in a Microsoft Word or Adobe format. Those offerors who fail to meet the special responsibility standard will not be eligible to receive a contract award.

3. **Submitting Offer:** Offeror(s) are reminded to thoroughly review the solicitation in its entirety and shall submit their offer using the “**Price/Cost Schedule**” in Section B.3 of the SF 1449. Complete box 17a of page and sign/print/date in box 30a/b/c/ of page 1. Offeror is advised the Government may be unable to receive other types of electronic files (e.g. compressed or zip files) or files larger than ten (10) megabytes (MB). **It is the offeror’s responsibility to ensure all required documents are included and completed as required by this solicitation.** Offeror(s) shall submit their quotes to Kevin H. Vo via email at Kevin.vo@va.gov. Ensure to reference solicitation # 36C26218Q0092 – VALBHS INSPECTION SERVICES OF AST, UST, AND FUEL TANKS” in the subject line of the email.
4. **Submission Deadline:** All offer(s) shall be received by the Due Date (See block 8 of the 1st page of the SF 1449). Offer(s) received after the prescribed deadline, may be considered non-responsive and may not be considered for award.
5. **Questions or Inquiries:** Any immediate question(s) or concern(s) please contact Kevin H. Vo via phone at 562-766-2275 or email at Kevin.vo@va.gov.

E.2 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:

(a) 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:

Mailing and Hand-Carried Address:

Department of Veterans Affairs

Network Contracting Office 22

4811 Airport Plaza Drive, Suite 600

Long Beach CA 90815

(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.3 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.4 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)

E.5 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/>

<http://farsite.hill.af.mil/vmfara.htm>

(End of Provision)

<u>FAR Number</u>	<u>Title</u>	<u>Date</u>
52.217-5	EVALUATION OF OPTIONS (End of Addendum to 52.212-1)	JUL 1990

E.6 52.212-2 EVALUATION—COMMERCIAL ITEMS (OCT 2014)

(a) The Government will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the Government based on the factor of **LOWEST PRICE**.

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

(End of Provision)