

FedBizOpps Combined Synopsis/Solicitation Notice

CLASSIFICATION CODE *	R
SUBJECT *	Document Destruction Services - VA Palo Alto Health Care System
GENERAL INFORMATION	
CONTRACTING OFFICE'S * ZIP-CODE	95652
SOLICITATION NUMBER *	VA261-17-Q-0317
RESPONSE DATE (MM-DD-YYYY)	03-16-2017
ARCHIVE	30 DAYS AFTER THE RESPONSE DATE
RECOVERY ACT FUNDS	N
SET-ASIDE	14
NAICS CODE *	561210
CONTRACTING OFFICE ADDRESS	Department of Veterans Affairs VA Sierra Pacific Network (VISN 21) VA Northern California HealthCare System 5342 Dudley Blvd, Bldg 209 McClellan CA 95652-2609
DESCRIPTION *	See Attachment
POINT OF CONTACT * (POC Information Automatically Filled from User Profile Unless Entered)	Michael Hodahkwen michael.hodahkwen@va.gov Larry Facio larry.facio@va.gov
PLACE OF PERFORMANCE	
ADDRESS	
POSTAL CODE	
COUNTRY	
ADDITIONAL INFORMATION	
AGENCY'S URL	
URL DESCRIPTION	
AGENCY CONTACT'S EMAIL ADDRESS	
EMAIL DESCRIPTION	

* = Required Field

(i) 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.

(ii) Solicitation number VA261-17-Q-0317 is issued as a request for quote (RFQ).

(iii) The solicitation document and incorporated provisions and clauses are those in effect through Federal Acquisition Circular 2005-95.

(iv) This acquisition is a total Service Disabled Veteran Owned Small Business (SDVOSB) set aside. In order to be eligible for award the vendor must be registered in the VetBiz database. The NAICS code is 561210 and the size standard is \$38.5 million.

(v) The contract line item is listed in the attached price schedule of the solicitation package. When providing a quote, please provide a fixed monthly rate for this line item.

(vi) The contractor shall provide support for Document Destruction Services for VA Palo Alto Health Care System & satellite locations in accordance with the attached Statement of Work.

(vii) The contract will be for One Base Year with Three Option Years. The period of performance is listed in the Price Schedule and the Statement of Work.

(viii) The provision 52.212-1, Instructions to Offerors—Commercial, does apply to this acquisition.

(ix) The provision 52.212-2, Evaluation—Commercial Items, does not apply to this acquisition.

(x) 52.212-3 Offeror Representations and Certifications – Commercial items (Oct 2016) applies to this acquisition.

(xi) The clause 52.212-4, Contract Terms and Conditions—Commercial Items, does apply to this acquisition.

(xii) The clause 52.212-5, Contract Terms and Conditions Required To Implement Statutes or Executive Orders—Commercial Items, applies to this acquisition.

(xiii) All additional contract clauses and provisions are attached to this notice.

(xiv) The Defense Priorities and Allocations System (DPAS) do not apply to this acquisition.

(xv) Quotes are due by 4:00 PM (Pacific Time) on March 16, 2017 and can be emailed to michael.hodahkwen@va.gov or larry.facio@va.gov

(xvi) The point of contract is Michael Hodahkwen. Phone (916) 923-4567. Email michael.hodahkwen@va.gov or Larry Facio. Phone (916) 923-4553. Email larry.facio@va.gov

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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: Contracting Officer 36C261

Department of Veterans Affairs
VA Sierra Pacific Network (VISN 21)
VA Northern California HealthCare System
5342 Dudley Blvd, Bldg 209
McClellan CA 95652-2609

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

☒ 52.232-34, Payment by Electronic Funds Transfer—Other Than 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.

Department of Veterans Affairs
FMS VA-9(101) Financial Services Center
PO Box 149971
Austin TX 78714-9971

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

AMENDMENT NO	DATE

B.2 PRICE/COST SCHEDULE**ITEM INFORMATION**

ITEM NUMBER	DESCRIPTION OF SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	Document Destruction Services for VA Palo Alto HCS (multiple sites) Contract Period: Base POP Begin: 04-01-2017 POP End: 03-31-2018	12.00	MO		
1000	OY1 Document Destruction VA Palo Alto HCS Contract Period: Option 1 POP Begin: 04-01-2018 POP End: 03-31-2019	12.00	MO		
2000	OY2 Document Destruction VA Palo Alto HCS Contract Period: Option 2 POP Begin: 04-01-2019 POP End: 03-31-2020	12.00	MO		
3000	OY3 Document Destruction VA Palo Alto HCS Contract Period: Option 3 POP Begin: 04-01-2020 POP End: 03-31-2021	12.00	MO		
				GRAND TOTAL	

SECTION C - CONTRACT CLAUSES

C.1 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)

<u>FAR Number</u>	<u>Title</u>	<u>Date</u>
52.203-16	PREVENTING PERSONAL CONFLICTS OF INTEREST	DEC 2011
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
52.204-9	PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL	JAN 2011
52.204-18	COMMERCIAL AND GOVERNMENT ENTITY CODE MAINTENANCE	JUL 2016
852.219-10	VA NOTICE OF TOTAL SERVICE-DISABLED VETERAN- OWNED SMALL BUSINESS SET-ASIDE	JUL 2016
52.224-1	PRIVACY ACT NOTIFICATION	APR 1984
52.224-2	PRIVACY ACT	APR 1984
52.228-5	INSURANCE—WORK ON A GOVERNMENT INSTALLATION	JAN 1997
52.232-40	PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS	DEC 2013
52.237-2	PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATION	APR 1984
852.203-70	COMMERCIAL ADVERTISING	JAN 2008
852.232-72	ELECTRONIC SUBMISSION OF PAYMENT REQUESTS	NOV 2012

C.2 52.203-99 PROHIBITION ON CONTRACTING WITH ENTITIES THAT REQUIRE CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS (DEVIATION) (FEB 2015)

(a) The Contractor shall not require employees or contractors seeking to report fraud, waste, or abuse to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

(b) The contractor shall notify employees that the prohibitions and restrictions of any internal confidentiality agreements covered by this clause are no longer in effect.

(c) The prohibition in paragraph (a) of this clause does not contravene requirements applicable to Standard Form 312, Form 4414, or any other form issued by a Federal department or agency governing the nondisclosure of classified information.

(d)(1) In accordance with section 743 of Division E, Title VII, of the Consolidated and Further Continuing Resolution Appropriations Act, 2015 (Pub. L. 113-235), use of funds appropriated (or otherwise made available) under that or any other Act may be prohibited, if the Government determines that the Contractor is not in compliance with the provisions of this clause.

(2) The Government may seek any available remedies in the event the contractor fails to comply with the provisions of this clause.

(End of Clause)

C.3 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) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (NOV 2015).

(2) 52.233-3, Protest After Award (Aug 1996) (31 U.S.C. 3553).

(3) 52.233-4, Applicable Law for Breach of Contract Claim (Oct 2004) (Public Laws 108-77 and 108-78 (19 U.S.C. 3805 note)).

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

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

☐ (2) 52.203-13, Contractor Code of Business Ethics and Conduct (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 (NOV 2011) (15 U.S.C. 637(a)(14)).

☐ (20) 52.219-16, Liquidated Damages—Subcontracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).

☐ (21) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (NOV 2011) (15 U.S.C. 657f).

☒ (22) 52.219-28, Post Award Small Business Program Rerepresentation (Jul 2013) (15 U.S.C. 632(a)(2)).

☐ (23) 52.219-29, Notice of Set-Aside for, or Sole Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (DEC 2015) (15 U.S.C. 637(m)).

☐ (24) 52.219-30, Notice of Set-Aside for, or Sole Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (DEC 2015) (15 U.S.C. 637(m)).

☒ (25) 52.222-3, Convict Labor (June 2003) (E.O. 11755).

☐ (26) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (OCT 2016) (E.O. 13126).

☒ (27) 52.222-21, Prohibition of Segregated Facilities (APR 2015).

☒ (28) 52.222-26, Equal Opportunity (SEP 2016) (E.O. 11246).

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

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

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

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

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

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

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

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

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

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

☐ (37)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Items (May 2008) (42 U.S.C.6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

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

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

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

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

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

☐ (41)(i) 52.223-14, Acquisition of EPEAT®-Registered Televisions (JUN 2014) (E.O.s 13423 and 13514).

☐ (ii) Alternate I (JUN 2014) of 52.223-14.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

☒ (51) 52.225-13, Restrictions on Certain Foreign Purchases (JUN 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

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

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

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

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

☐ (56) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (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) 52.219-8, Utilization of Small Business Concerns (NOV 2016) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities.

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

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

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

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

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

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

(ix) 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.

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

(xi)(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).

(xii) 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).

(xiii) 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).

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

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

(xvi) 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)(xvi): 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.

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

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

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

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

(xx) 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).

(xxi) 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.

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

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

(End of Clause)

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

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

(End of Clause)

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

(a) The Government may extend the term of this contract by written notice to the Contractor within 30 days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 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 4 YEARS.

(End of Clause)

C.6 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.7 LIMITATIONS ON SUBCONTRACTING-- MONITORING AND COMPLIANCE (JUN 2011)

This solicitation includes . 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.

C.8 SUPPLEMENTAL INSURANCE REQUIREMENTS

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

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

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

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

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

(End of Clause)

SECTION D - CONTRACT DOCUMENTS, EXHIBITS, OR ATTACHMENTS

D.1 STATEMENT OF WORK

Performance Work Statement Document Destruction Services VA Palo Alto Health Care System

Section 1: General Information

1.1 General: This is a non-personal services contract to provide document destruction services for the Veterans Affairs Palo Alto Health Care System (VAPAHCS). The Government shall not exercise any supervision or control over the contract service providers performing the services herein. Such contract service providers shall be accountable solely to the Contractor who, in turn is responsible to the Government. The contractor shall perform to the standards in this contract.

1.2 Period of Performance:

Base Year:	April 1, 2017 to March 31, 2018
Option Year One:	April 1, 2018 to March 31, 2019
Option Year Two:	April 1, 2019 to March 31, 2020
Option Year Three:	April 1, 2020 to March 31, 2021

1.3 Place of Performance:

The following locations will be covered under this Performance Work Statement:

Palo Alto Division 3801 Miranda Avenue Palo Alto, CA 94304 Santa Clara County	Menlo Park Division 795 Willow Road Menlo Park, CA 94025 San Mateo County	Livermore Division 4951 Arroyo Road Livermore, CA 94550 Alameda County
San Jose OPC 80 Great Oaks Blvd San Jose, CA 95119 Santa Clara	Monterey OPC 3401 Engineer Lane Seaside, CA 93955 Monterey County	Capitola OPC 1350 N. 41st St, Ste 102 Capitola, CA 95010 Santa Cruz County
Fremont OPC 39199 Liberty Street Fremont, CA 94538 Alameda	Mountain View (HR) 1776 Old Middlefield Way Mountain View, CA 94043 Santa Clara County	Sonora OPC 13663 Mono Way Sonora, CA 95370 Tuolumne County
Stockton OPC 7777 Freedom Drive French Camp, CA 95231 San Joaquin County	Modesto OPC 1225 Oakdale Road Modesto, CA 95355 Stanislaus County	National Teleradiology 1001 Sneath Lane, Ste C310 San Bruno, CA 94066 San Mateo County
Mountain View 701 N Shoreline Blvd, Suite B, 2nd Floor Mountain View, CA 94043 Santa Clara County		

1.4 **Hours of Operation:** Normal business hours are between the hours of 7:00 A.M. to 3:30 P.M. Monday thru Friday except Federal holidays or when the Government facility is closed due to local or national emergencies, administrative closings, or similar Government directed facility closings. When regular delivery / pick up days occur on a Federal holiday, the regular delivery / pick up shall automatically shift to the following business days (Monday through Friday).

1.4.1 In the event of schedule changes and prior to any changes made to the schedule, the Contracting Officer Representative (COR) will notify the Contracting Officer (CO) in writing of the revised pick up schedule. A revised pick-up schedule will be provided to the contractor in writing along with the contract modification from the CO.

1.4.2 In the event additional services are required, the COR will notified by authorized facility staff of the request. Once the COR authorizes the request for additional service, the contractor will be notified of the request and be available within 48 hour for unscheduled services. The contractor is only authorized to complete additional service requests with the authorization of the CO.

1.5 Quantity of Consoles per location:

See Attachment #2 – Location of Facilities and Pick-Up Schedule

1.6 **Type of Contract:** The government will award a Firm Fixed Price contract.

1.7 **Invoicing:** All invoices from the contractor shall be submitted electronically in accordance with VAAR Clause 852.232-72 Electronic Submission of Payment Requests.

VA's Electronic Invoice Presentment and Payment System – The FSC 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.

More information on the VA Financial Services Center is available at <http://www.fsc.va.gov/einvoice.asp>.

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 for payment processing, free of charge. If you have question about 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

Section 2: Definitions & Acronyms

2.1 Definitions:

Contractor. A supplier or vendor awarded a contract to provide specific supplies or service to the government. The term used in this contract refers to the prime.

Subcontractor. One that enters into a contract with a prime contractor. The Government does not have privity of contract with the subcontractor.

Work Day. The number of hours per day the Contractor provides services in accordance with the contract.

Work Week. Monday through Friday, unless specified otherwise.

2.2 Acronyms:

COR	Contracting Officer Representative
COD	Certificate of Destruction
HHS	Health and Human Services
HIPAA	Health Insurance Portability and Accountability Act
HITECH	Health Information Technology for Economic and Clinical Health
NAID	National Association for Information Destruction
OSHA	Occupational Safety and Health Administration
PHI	Protected Health Information
PII	Personally Identifiable Information
POC	Point of Contact VA Veterans Affairs
VAPAHCS	Veteran Affairs Palo Alto Health Care System
VHA	Veterans Health Administration
VPP	Voluntary Protection Program

Section 3: Government Furnished Property, Equipment, and Services

None

Section 4: Contractor Furnished Items and Services

The Contractor shall furnish all supplies, equipment, facilities and services required to perform work under this contract.

Part 5: Specific Tasks

5.1 Destruction of paper/printed material under this contract will meet the requirements and policy found in VA Directive 6371, Destruction of Temporary Paper Records. (See Attachment #3)

5.2 The contractor must be certified by the National Association for Information Destruction (NAID). If the contractor is not certified by NAID, the minimum standards are available in VA Directive 6371.

5.3 The Contractor shall provide shredding document destruction services for all secure waste that are collected in locked containers; (administrative papers, classified papers, sensitive documents). The contractor shall only be invoicing and receiving payment for containers/containers/bins that are 100%

emptied. In the event if the contractor fails to empty a container because they missed it, they have 24 hours (weekdays) from the time of notified to empty the container. At the end of the each service, the contractor shall provide the facility a copy of Certificates of Destruction (COD) to the point of contact (POC) prior to transport material off-site.

5.4 Shredding of all documents must meet or exceed the following criteria based on VAPAHCS requirements and the requirements set forth by NAID (National Association of Information Destruction):

- A. Interim destruction (as defined in VA Directive 6371) of the material will be done at VAPAHCS or satellite facility by the contractor. Interim destruction of temporary paper records refers to macerating, chopping, pulverizing, or shredding of these records to a degree that does not definitively ensure that they are not readable or re-constructible to any degree, but does ensure that they are not read or re-constructible without extraordinary effort. This destruction of temporary records is a preliminary step that will allow for secure transport of records until such time as their final destruction. Interim destruction is not required but is strongly recommended to reduce risk that PII, PHI, or other VA sensitive information will be disclosed.
 - 1) Certificates of Destruction: The information destruction contractor must, **prior** to departing each VAPAHCS location, provide the designated VA representative with documentation acknowledging the receipt of the temporary records. The interim COD should include:
 - the date of service
 - how many bins were serviced (1 bin=32 gal)
 - the name of the campus serviced
- B. Final destruction (as defined in VA Directive 6371) will be accomplished by the contractor. The process through which temporary paper records are pulped, macerated, or shredded to a degree that definitively ensures that they are not readable or reconstructable to any degree. If this final destruction is performed away from a VA facility it must be performed by an information destruction contractor (or its subcontractor of third party) who has demonstrated that:
 - 1) Its destruction process constitutes final destruction as defined in the Directive;
 - 2) It has implemented reasonable physical safeguards to protect VA temporary paper records during their transportation, transfer, or short-term storage prior to the completion of their final destruction. Long-term storage (e.g., more than 30 days) must be approved in advance and in writing by the VA organization that generated the temporary paper records.
 - 3) Certificates of Destruction: A written documentation shall be provided by the contractor to attest to the completion of the destruction process after the **final destruction** of VA records has taken place. The final COD should come from the shredding plant where final destruction has taken place. The Final COD can be in the format of a memo, letter, or any format attesting to the documents complete destruction. The final COD should include:
 - what records were destroyed
 - the date when they were destroyed
 - what destruction method was used

5.5 Definitively destroying the records means the material cannot be reassembled and used in an inappropriate manner in violation of law and regulation. Sensitive records are records that are national security classified or exempted from disclosure by statute, including the Privacy Act, or regulation. Information protection, destruction precautions, the documents (paper data), VAPAHCS information containing social security number and other information covered by the privacy act shall be destroyed

5.6 The COR and/or designee's will perform random inspections of the destruction of confidential materials, have the right to inspect the contractor and /or subcontractor equipment, facilities and operations for work performed under this purchase order

5.7 Incident Notification

The contractor shall notify the COR within 24 hours after discovery of any incident which may potentially be a data breach, including a HIPAA Electronic Transactions and Code Sets, Privacy, Security or Standard Identifier Incident, or Use or Disclosure of PHI, whether secured (PHI which has been destroyed or in the alternative has been rendered unreadable, unusable or undecipherable) or unsecured (PHI) not secured through the use of a technology which renders it unusable, unreadable, or indecipherable through methodology specified by HHS in guidance issued under § 13402(h)(2) of the HITECH Act), not provided for by this Agreement and promptly provide a report to VAPAHCS within ten (10) business days of the notification.

5.8 Safety

The contractor shall have in place a documented and comprehensive Health and Safety program to ensure all shredding activities are provided in a safe and secure manor. As a commitment to safety the contractor must be working towards achieving the Occupational Safety and Health Administration's (OSHA) Voluntary Protection Program (VPP) Certification.

5.9 Contractor Vehicles

- A. All contractor vehicles utilized in the performance of this contract shall maintain insurance (up to the minimum coverage required by the respective state) and shall maintain current state vehicle registration.
- B. All contractor employees shall possess a valid California state driver's license and have a clean driving record. The contractor or his/her employee's while performing under this contract shall use no personal vehicles to transport containers to and from the government and contractor site.
- C. The contractor shall ensure that all contractor vehicles utilized for this performance contract are kept in proper working condition. The contractor vehicles shall be locked and properly secured at all times while at the government site or in route to and from contractor site. Vehicles used in the performance of the contract shall not be left unattended and unlocked at any time while transporting VAPAHCS security waste.
- D. The contractor's staff will park in appropriate parking areas, designated by the COR. VAPAHCS will not validate or make reimbursement for parking violations of the contractor's staff under any circumstances.

5.10 Contractor Facilities

- A. All security waste shall be shredded onsite at the VAPAHCS premises. In the event that onsite shredding is not available due to unforeseen mechanical issues, the confidential material must be transported via locked secured vehicle to an appropriate VAPAHCS approved Contractor Facility for shredding destruction and recycling.
- B. Prior to beginning performance of the contract, the contractor facility designated to be the destruction site will be inspected by COR and the VAPAHCS's Privacy Officer and approved in writing by the VAPAHCS at the contractor facility, and until completion of destruction, the security waste material must be maintained in a secured holding area all times to prevent any disclosure or unauthorized access.

5.11 Security Waste Collection Containers/Consoles

- A. The contractor shall set up locked security consoles at all VAPAHCS locations. The consoles will provide protection with a security slot that is capable of accepting multiple pages at one time and unable to retrieve without unlocking the console. The security consoles front door must be large enough to remove the nylon bag when it's filled with processed materials. Only authorized individuals within VAPAHCS can unlock the consoles to access the deposited materials. It must be constructed in a manner as not to present a fire or safety hazard. Placement of the consoles must be approved by the COR and Privacy Officer.
- B. The size of the Security containers shall be provided:
 - 1) A 32 gallon (or comparable size) container that is suitable for clinical and office areas.
 - 2) A 96 gallon (or comparable size) container with wheels (96 gal must have four wheels) for mobility.
 - 3) If replacement of container(s) is necessary, the replacement will be by the contractor at no additional cost to the government.
- C. The contractor shall deliver the required number of lockable containers (Joint Commission compliant) with keys to the VAPAHCS site specified in the contract within 5 calendar days after contract award and approval of VAPAHCS security suitability. The containers shall be kept locked at all times. The contractor shall provide two sets of keys for each lockable security waste container. One set of keys shall remain in the possession of the contractor or his employees at all times while at the Contractor's site. One set of keys shall be provided to the VAPAHCS COR.

5.12 Handling of Records

Information or records accessed and/or created by the Contractor in the course of performing services under this contract are the property of the VA and shall not be accessed, released, transferred, or destroyed except in accordance with applicable federal law, regulations, and/or VA/VHA policy. The Contractor shall not copy information contained in VA information systems, either by printing to paper or by copying to another digital format, without the explicit instruction and written approval from of the officials listed in paragraph a., above, except as is necessary to make single copies in the ordinary course of providing patient care. The Contractor shall not commingle the data from VA information systems

with information from other sources. Contractor shall report any unauthorized disclosure of VA information to the COR.

5.13 Security Accreditation Package

The C&A requirements do not apply and a Security Accreditation Package is not required.

5.14 Follow-on Contract

In the event the Government awards a follow on contract to other than the incumbent contractor, the contractor will cooperate to the extent required to allow for an orderly changeover to the successor contractor. This transition shall be as smooth and transparent as possible to ensure no interruption in the services currently being provided. The incumbent contractor shall schedule a time with the COR to remove containers/containers/bins throughout the VAPAHCS facilities at no additional cost to the government.

Section 6: Attachments:

Attachment #1 - Business Associate Agreement

Attachment #2 – Container List

Attachment #3 - VA Directive 6371, Destruction of Temporary Paper Records

Attachment #4 - Quality Assurance Surveillance Plan

Attachment #5 - Security Requirements

Attachment #6 - Wage Determination (Combined):

- Alameda County - WD 15-5623 (Rev.-2)
- Monterey County - WD 15-2049 (Rev.-2)
- Santa Clara County - WD 15-5641 (Rev.-2)
- Santa Cruz County - WD 15-2061 (Rev.-2)
- San Joaquin County - WD 15-2067 (Rev.-2)
- San Mateo County - WD 15-5637 (Rev.-4)
- Stanislaus County - WD 15-2067 (Rev.-2)
- Tuolumne County - WD 15-5665 (Rev.-2)

Attachment #7 – Past Performance Survey

SECTION E - SOLICITATION PROVISIONS

E.1 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)

<u>FAR Number</u>	<u>Title</u>	<u>Date</u>
52.204-7	SYSTEM FOR AWARD MANAGEMENT	OCT 2016
52.204-16	COMMERCIAL AND GOVERNMENT ENTITY CODE REPORTING	JUL 2016
52.204-17	OWNERSHIP OR CONTROL OF OFFEROR	JUL 2016
52.204-20	PREDECESSOR OF OFFEROR	JUL 2016
52.212-3	OFFEROR REPRESENTATIONS AND CERTIFICATIONS—COMMERCIAL ITEMS	DEC 2016
52.217-5	EVALUATION OF OPTIONS	JUL 1990
52.225-25	PROHIBITION ON CONTRACTING WITH ENTITIES ENGAGING IN CERTAIN ACTIVITIES OR TRANSACTIONS RELATING TO IRAN—REPRESENTATION AND CERTIFICATIONS	OCT 2015
852.233-70	PROTEST CONTENT/ALTERNATIVE DISPUTE RESOLUTION	JAN 2008
852.233-71	ALTERNATE PROTEST PROCEDURE (MAY 2010) NOTE	MAY 2010
852.233-71	ALTERNATE PROTEST PROCEDURE	JAN 1998
852.270-1	REPRESENTATIVES OF CONTRACTING OFFICERS	JAN 2008

E.2 52.203-98 PROHIBITION ON CONTRACTING WITH ENTITIES THAT REQUIRE CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS—REPRESENTATION (DEVIATION) (FEB 2015)

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

(b) The prohibition in paragraph (a) of this provision does not contravene requirements applicable to Standard Form 312, Form 4414, or any other form issued by a Federal department or agency governing the nondisclosure of classified information.

(c) *Representation.* By submission of its offer, the Offeror represents that it does not require employees or subcontractors of such entity seeking to report fraud, waste, or abuse to sign internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

(End of Provision)

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

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

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

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

(b) The Offeror represents that—

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

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

(End of Provision)

E.4 52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a Firm-Fixed-Price contract resulting from this solicitation.

(End of Provision)

E.5 52.233-2 SERVICE OF PROTEST (SEP 2006)

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

Michael P. Hodahkwen
michael.hodahkwen@va.gov

Hand-Carried Address:

Department of Veterans Affairs
VA Sierra Pacific Network (VISN21)
5342 Dudley Blvd., Bldg. 209
McClellan CA 95655

Mailing Address:

Department of Veterans Affairs
VA Sierra Pacific Network (VISN21)
5342 Dudley Blvd., Bldg. 209
McClellan CA 95655

(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)