

(i) This is a combined synopsis/solicitation for commercial items prepared in accordance with the format in [FAR Subpart 12.6](#), as supplemented with additional information included in this notice. This announcement constitutes the only solicitation; quotes are being requested and a written solicitation will not be issued.

The Department of Veterans Affairs, James A Haley Veteran's Hospital, 13000 Bruce B Downs, Tampa Florida 33612 has a need to procure Services for Collection and Disposal of Non-Hazardous Solid Waste.

(ii) The combined synopsis solicitation number is issued as Request For Quotation (RFQ) # 36C24819Q1082.

*** Quoters there will be a SITE VISIT on

DATE: Tuesday September 10, 2019 (September 9th is on a Monday not a Tuesday)

Time : 9:30 am

Location to meet: Main Lobby of SCI across from parking garage.

To those that will be attending please send an email confirming your attendance.

(iii) This combined synopsis solicitation RFQ and the provisions and clauses incorporated are those in effect through Federal Acquisition Circular Number/Effective Date 2005-92-1 / 12-19-2016

(iv) The combined synopsis solicitation is 100% Service Disabled Veteran Owned Small Business Concern Set-Aside. The NAICS is 562111 Solid Waste Collection, Business size standard is \$38.5 Million.

(v) This combined synopsis solicitation is for the purchase of Collection and Disposal of Non-Hazardous Solid Waste. Expected period of performance is from date of award with a base year (12 months) with 4 option years. Vendors shall use Pricing and Cost Schedule, which includes all contract line item numbers, quantities and units of issue, to fill in all unit prices and total amount blocks. The Government reserves the right to make no award at all.

Price and Cost Schedule

(vi) A description of the items to be acquired, and/or minimum Government need(s):

Performance Work Statement

(vii) The place of performance and acceptance is the James A. Haley Veterans' Hospital, 13000 Bruce B. Downs Blvd., Tampa, FL 33612.

Delivery Schedule

(viii) The provision at FAR 52.212-1, Instructions to Offerors -- Commercial Items, applies to this acquisition and is incorporated by reference. Addendum to this provision are included in Attachment 4, Applicable Clauses, Provisions and Addendum.

Instructions to Quoters

(ix) The provision at FAR 52.212-2, Evaluation -- Commercial Items, does not apply to this acquisition. See Attachment, Applicable Clauses, Provisions and Addendum for the evaluation procedures to be used and the basis for award.

Quoters are to e-mail complete quotes to Cynthia Gregg via email Cynthia.Gregg@va.gov no later than 5:00 PM eastern stand time **September 27, 2019.**

Basis For Award

(x) 52.212-3 Offeror Representations and Certifications – Commercial items (Oct 2016) applies to this acquisition. Offerors shall include a completed copy of the provision at 52.212-3 Offeror Representation.

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SECTION B - CONTINUATION OF SF 1449 BLOCKS

B.1 CONTRACT ADMINISTRATION DATA

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

a. CONTRACTOR:

b. GOVERNMENT: Contracting Officer 36C248 Cynthia Gregg
Department of Veterans Affairs
Network Contracting Office 8 (NCO 8)
8875 Hidden River Pkwy Suite 525
Tampa FL 33637

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 upon government acceptance of service

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
Financial Services Center
P.O. 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
36C24819Q1082_1	08/21/2019
36C24819Q1082_2 (DELETED)	08/23/2019
36C24819Q1082_3	08/23/2019
36C24819Q1082_4	08/30/2019
36C24819Q1082_5	09/03/2019
36C24819Q1082_6	09/06/2019
36C24819Q1082_7	09/8/2019
36C24819Q1082_8	09/11/2019
36C24819Q1082_9	09/13/2019
36C24819Q1082_10	09/20/2019

B.2 PRICE/COST SCHEDULE

ITEM INFORMATION **BASE YEAR October 1, 2019 – September 30, 2020**

In Accordance to 52.217-8: “The specific rates under this clause will be those rates in effect under the contract each time an option is exercised under this clause.”

ITEM NUMBER	DESCRIPTION OF SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	One (1) 30 cubic yard self-contained Waste Compactor (Processable Waste) IAW PWS Solid Waste Removal Service for 1 13000 Bruce B. Downs Blvd, Tampa, FL 33612. Frequency of pick up varies depending on the container and is detailed in Performance Work Statement (PWS). All Quantities within the contract line items are estimates with a Not to Exceed (NTE) Amount. Contract Period: Base POP Begin: 10-01-2019 POP End: 09-30-2020	1,150	TN		
0001A	Monthly Rental of one (1) -Waste Compactor 1. Washing, Cleaning and Maintenance Every Friday	12	MO		
0001B	Price Per-Haul/Transportation – includes Delivery, Pick-up Return, Disposal Fees, IAW – PWS Pick-Up three times per week (M, W, F).X 52 weeks = 156	156	EA		
0002	Two 30 Cu. Yd. - Furniture: - Open-Top Roll-Off Can Quantity = 2 Cans X 12 months each As required based on project needs. All Quantities within the contract line items are estimates with a Not to Exceed (NTE) Amount.	45	TN		
0002A	Quantity x2 cans Rental fee 30 Cu. Yd - Furniture: - Open-Top Roll-Off Can - As required based on project needs. IAW the PWS	12	MO		
0002B		156	EA		

Price Per-Haul/Transportation – includes Delivery, Pick-up Return, Disposal Fees, IAW – PWS Pick-Up three times per (M, W, F) X 52 weeks = 156		
0003	5	TN
30 Cu. Yard open top Trash Dumpster All Quantities within the contract line items are estimates with a Not to Exceed (NTE) Amount.		
0003A	12	MO
Rental Fee 30 Cu. Yard open top Trash Dumpster Container, IAW PWS		
0003B	104	EA
Price Per-Haul/Transportation – includes Delivery, Pick-up Return, Disposal Fees, IAW – PWS Pick-Up three times per week (Mon & Thrus).X 52 weeks = 104 As required based on project needs.		
0004	5	TN
One (1) 30cu. Yd. Yard Waste Open-Top-Roll-Off Can As required based on project needs. Per Ton price. IAW PWS All Quantities within the contract line items are estimates with a Not to Exceed (NTE) Amount.		
0004A	12	MO
MONTHLY RENTAL (1) Yard Waste: Open-Top Roll-Off Can - 30 Cu. Yd. - Container, as required based on project needs.		
0004B	12	EA
Price Per-Haul/Transportation – includes Delivery, Pick-up Return, Disposal Fees, IAW – PWS Pick-Up – (ON CALL) As required based on project needs.		
0005	104	EA
One (1) Yard Waste 8cu. Yd. Front end loading container with cover. Collection Days: as required based on project needs. Price Per-Haul/Transportation – includes Delivery, Pick-up Return, Disposal Fees, IAW – PWS Pick-Up – (Mon and Wed) X 52 WEEKS = 104 As required based on project needs.		

All Quantities within the contract line items are estimates with a Not to Exceed (NTE) Amount		
0005A	12.00 MO	
Monthly Rental of one (1) Yard Waste 8 cu, yard front end loading container with cover IAW PWS		
0006	174 EA	
<p>Price Per-Haul/Transportation – includes Delivery, Pick-up Return, Disposal Fees, IAW – PWS Pick-Up – (Mon) or As required based on project needs.</p> <p>Three (3) 8 cubic yard front end loading containers with lids for Recycling.</p> <p>Collection and service will be at least once per month. In the event that the container is full before the scheduled pick-up date, contractor will be notified by the COR and they will have at least one business day to provide pick-up. Per ton price. IAW the PWS.</p> <p>All Quantities within the contract line items are estimates with a Not to Exceed (NTE) Amount</p> <p>1 Containers = 4 pickups per month x 12 months = 58 pickups. 58 pickup per containers X 3 = 174 a year</p>		
0006A	12.00 MO	
<p>Three (3) 8 cubic yard front end loading containers with lids for Recycling.</p> <p>Monthly Rental of one (1) Yard Waste 8 cu, yard front end loading container with cover. IAW PWS</p> <p>Collection and service will be at least once per month. Price per Haul. Quantity is an estimate only.</p>		
0007	12 MO	
<p>One (1) 30cu. Yd. Construction and Demolition Open-Top-Roll-Off Can As required based on project needs. IAW PWS</p> <p>Price Per-Haul/Transportation – includes Delivery, Pick-up Return, Disposal Fees, IAW – PWS Pick-Up or Delivery as required based on project needs.</p> <p>All Quantities within the contract line items are estimates with a Not to Exceed (NTE) Amount.</p>		
0007A	12.00 MO	

Monthly Rental of one (1) 30 cu, yard Open-Top-Roll-Off Can As required based on project needs. IAW PWS		
0008	12	MO
<p>One 30 cubic yard Top Containers shall be provided on an Emergency basis or as required due to project needs. Up to 12 months</p> <p>Price Per-Haul/Transportation – includes Delivery, Pick-up Return, Disposal Fees, IAW – PWS Pick-Up or Delivery as required based on project needs.</p> <p>Price per Haul. Quantity is an estimate only.</p>		
0008A	12	MO
Monthly Rental of one (1) 30 cu, yard Top Containers front end loading with cover. IAW PWS		
GRAND TOTAL		

ITEM INFORMATION **OPTION YEAR ONE - October 1, 2020 – September 30, 2021**

In Accordance to 52.217-8: “The specific rates under this clause will be those rates in effect under the contract each time an option is exercised under this clause.”

ITEM NUMBER	DESCRIPTION OF SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	AMOUNT
1001	One (1) 30 cubic yard self-contained Waste Compactor (Processable Waste) IAW PWS	1,150	TN		
	<p>Solid Waste Removal Service for 1 13000 Bruce B. Downs Blvd, Tampa, FL 33612. Frequency of pick up varies depending on the container and is detailed in Performance Work Statement (PWS).</p> <p>All Quantities within the contract line items are estimates with a Not to Exceed (NTE) Amount.</p> <p>Contract Period: Base POP Begin: 10-01-2020 POP End: 09-30-2021</p>				
1001A	Monthly Rental of one (1) -Waste Compactor	12	MO		

1. Washing, Cleaning and Maintenance Every Friday 2. Pick-Up three times per week (M, W, F).		
1001B	156 EA	
Price Per-Haul/Transportation – includes Delivery, Pick-up Return, Disposal Fees, IAW – PWS Pick-Up three times per week (M, W, F). Pick-Up three times per week (M, W, F).X 52 weeks = 156		
1002	45 TN	
Two 30 Cu. Yd. - Furniture: - Open-Top Roll-Off Can Quantity = 2 Cans X 12 months each As required based on project needs. All Quantities within the contract line items are estimates with a Not to Exceed (NTE) Amount.		
1002A	12 MO	
Quantity x2 cans Rental fee 30 Cu. Yd - Furniture: - Open-Top Roll-Off Can - As required based on project needs. IAW with PWS		
1002B	156 EA	
Price Per-Haul/Transportation – includes Delivery, Pick-up Return, Disposal Fees, IAW – PWS Pick-Up three times per (M, W, F) Pick-Up three times per (M, W, F) X 52 weeks = 156		
1003	5 TN	
30 Cu. Yard open top Trash Dumpster All Quantities within the contract line items are estimates with a Not to Exceed (NTE) Amount.		
1003A	12 MO	
Rental Fee 30 Cu. Yard open top Trash Dumpster Container IAW PWS		
1003B	104 EA	
Price Per-Haul/Transportation – includes Delivery, Pick-up Return, Disposal Fees, IAW – PWS Pick-Up three times per week (Mon & Thrus). .X 52 weeks = 104 As required based on project needs.		
1004	5 TN	

<p>One (1) 30cu. Yd. Yard Waste Open-Top-Roll-Off Can As required based on project needs. Per Ton price. IAW PWS</p> <p>All Quantities within the contract line items are estimates with a Not to Exceed (NTE) Amount.</p>	
1004A	12 MO
<p>MONTHLY RENTAL (1) Yard Waste: Open-Top Roll-Off Can - 30 Cu. Yd. – Container as required based on project needs.</p>	
1004B	12 EA
<p>Price Per-Haul/Transportation – includes Delivery, Pick-up Return, Disposal Fees, IAW – PWS Pick-Up – (ON CALL) As required based on project needs.</p>	
1005	104 EA
<p>One (1) Yard Waste 8cu. Yd. Front end loading container with cover. Collection Days: as required based on project needs.</p> <p>Price Per-Haul/Transportation – includes Delivery, Pick-up Return, Disposal Fees, IAW – PWS Pick-Up – (Mon and Wed) X 52 WEEKS = 104 As required based on project needs.</p> <p>All Quantities within the contract line items are estimates with a Not to Exceed (NTE) Amount</p>	
1005A	12.00 MO
<p>Monthly Rental of one (1) Yard Waste 8 cu, yard front end loading container with cover IAW PWS</p>	
1006	174 EA
<p>Price Per-Haul/Transportation – includes Delivery, Pick-up Return, Disposal Fees, IAW – PWS Pick-Up – (Mon) or As required based on project needs.</p> <p>Three (3) 8 cubic yard front end loading containers with lids for Recycling.</p> <p>Collection and service will be at least once per month. In the event that the container is full before the scheduled pick-up date, contractor will be notified by the COR and they will have at least one business day to provide pick-up. Per ton price. IAW the PWS. All Quantities within the contract line items are estimates with a Not to Exceed (NTE) Amount</p>	

1 Containers = 4 pickups per month x 12 months = 58 pickups. 58 pickup per containers X 3 = 174 a year	
1006A	12.00 MO
Three (3) 8 cubic yard front end loading containers with lids for Recycling.	
Monthly Rental of one (1) Yard Waste 8 cu, yard front end loading container with cover. IAW PWS	
Collection and service will be at least once per month. Price per Haul. Quantity is an estimate only.	
1007	12.00 MO
One (1) 30cu. Yd. Construction and Demolition Open-Top-Roll-Off Can As required based on project needs. IAW PWS	
Price Per-Haul/Transportation – includes Delivery, Pick-up Return, Disposal Fees, IAW – PWS Pick-Up or Delivery as required based on project needs.	
All Quantities within the contract line items are estimates with a Not to Exceed (NTE) Amount.	
0007A	12 MO
Monthly Rental of one (1) 30 cu, yard Open-Top-Roll-Off Can As required based on project needs. IAW PWS	
1008	12 MO
One (1) 30cu. Yd. Yard Waste Open-Top-Roll-Off Can Emergency - As required based on project needs. IAW PWS	
Price Per-Haul/Transportation – includes Delivery, Pick-up Return, Disposal Fees, IAW – PWS Pick-Up or Delivery as required based on project needs.	
All Quantities within the contract line items are estimates with a Not to Exceed (NTE) Amount.	
1008A	12 MO
Monthly Rental of one (1) 30 cu, yard Top Containers front end loading with cover. IAW PWS	
GRAND TOTAL	

ITEM INFORMATION OPTION YEAR TWO - October 1, 2021 – September 30, 2022

In Accordance to 52.217-8: “The specific rates under this clause will be those rates in effect under the contract each time an option is exercised under this clause.”

ITEM NUMBER	DESCRIPTION OF SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	AMOUNT
2001	<p>One (1) 30 cubic yard self-contained Waste Compactor (Processable Waste) IAW PWS</p> <p>Solid Waste Removal Service for 1 13000 Bruce B. Downs Blvd, Tampa, FL 33612. Frequency of pick up varies depending on the container and is detailed in Performance Work Statement (PWS).</p> <p>All Quantities within the contract line items are estimates with a Not to Exceed (NTE) Amount.</p> <p>Contract Period: Base POP Begin: 10-01-2021 POP End: 09-30-2022</p>	1,150	TN		
2001A	<p>Monthly Rental of one (1) -Waste Compactor</p> <p>1. Washing, Cleaning and Maintenance Every Friday 2. Pick-Up three times per week (M, W, F).</p>	12	MO		
2001B	<p>Price Per-Haul/Transportation – includes Delivery, Pick-up Return, Disposal Fees, IAW – PWS Pick-Up three times per week (M, W, F). Pick-Up three times per week (M, W, F).X 52 weeks = 156</p>	156	EA		
2002	<p>Two 30 Cu. Yd. - Furniture: - Open-Top Roll-Off Can Quantity = 2 Cans X 12 months each As required based on project needs.</p> <p>All Quantities within the contract line items are estimates with a Not to Exceed (NTE) Amount.</p>	45	TN		
2002A	<p>Quantity x2 cans Rental fee 30 Cu. Yd - Furniture: - Open-Top Roll-Off Can - As required based on project needs.</p>	12	MO		

Price all inclusive: Container, Delivery, Pick-up, Return, Disposal Fees, IAW the PWS		
2002B	156 EA	
Price Per-Haul/Transportation – includes Delivery, Pick-up Return, Disposal Fees, IAW – PWS Pick-Up three times per (M, W, F) Pick-Up three times per (M, W, F) X 52 weeks = 156		
2003	5 TN	
30 Cu. Yard open top Trash Dumpster All Quantities within the contract line items are estimates with a Not to Exceed (NTE) Amount.		
2003A	12 MO	
Rental Fee 30 Cu. Yard open top Trash Dumpster Container, delivery, Pick-up, return, disposal fees IAW PWS		
2003B	104 EA	
Price Per-Haul/Transportation – includes Delivery, Pick-up Return, Disposal Fees, IAW – PWS Pick-Up three times per week (Mon & Thrus).X 52 weeks = 104 As required based on project needs.		
2004	5 TN	
One (1) 30cu. Yd. Yard Waste Open-Top-Roll-Off Can As required based on project needs. Per Ton price. IAW PWS All Quantities within the contract line items are estimates with a Not to Exceed (NTE) Amount.		
2004A	12 MO	
MONTHLY RENTAL (1) Yard Waste: Open-Top Roll-Off Can - 30 Cu. Yd. - Container, delivery, pick-up, return, disposal fees. as required based on project needs.		
2004B	12 EA	
Price Per-Haul/Transportation – includes Delivery, Pick-up Return, Disposal Fees, IAW – PWS Pick-Up – (ON CALL) As required based on project needs.		
2005	104 EA	
One (1) Yard Waste 8cu. Yd. Front end loading container with cover. Collection Days: as required based on project needs.		

<p>Price Per-Haul/Transportation – includes Delivery, Pick-up Return, Disposal Fees, IAW – PWS Pick-Up – (Mon and Wed) X 52 WEEKS = 104 As required based on project needs.</p> <p>All Quantities within the contract line items are estimates with a Not to Exceed (NTE) Amount</p>		
2005A	12.00	MO
<p>Monthly Rental of one (1) Yard Waste 8 cu, yard front end loading container with cover Delivery, pick-up, return, disposal fees IAW PWS</p>		
2006	174	EA
<p>Price Per-Haul/Transportation – includes Delivery, Pick-up Return, Disposal Fees, IAW – PWS Pick-Up – (Mon) or As required based on project needs.</p> <p>Three (3) 8 cubic yard front end loading containers with lids for Recycling.</p> <p>Collection and service will be at least once per month. In the event that the container is full before the scheduled pick-up date, contractor will be notified by the COR and they will have at least one business day to provide pick-up. Per ton price. IAW the PWS. All Quantities within the contract line items are estimates with a Not to Exceed (NTE) Amount</p> <p>1 Containers = 4 pickups per month x 12 months = 58 pickups. 58 pickup per containers X 3 = 174 a year</p>		
2006A	12.00	MO
<p>Three (3) 8 cubic yard front end loading containers with lids for Recycling.</p> <p>Monthly Rental of one (1) Yard Waste 8 cu, yard front end loading container with cover. Includes: Delivery, pick-up, return, disposal fees IAW PWS</p> <p>Collection and service will be at least once per month. Price per Haul. Quantity is an estimate only.</p>		
2007	12.00	MO
<p>One (1) 30cu. Yd. Construction and Demolition Open-Top-Roll-Off Can As required based on project needs. IAW PWS</p> <p>Price Per-Haul/Transportation – includes Delivery, Pick-up Return, Disposal Fees, IAW – PWS Pick-Up or Delivery as required based on project needs.</p>		

All Quantities within the contract line items are estimates with a Not to Exceed (NTE) Amount.					
2007A	12	MO			
Monthly Rental of one (1) 30 cu, yard Open-Top-Roll-Off Can As required based on project needs. IAW PWS					
2008	12	MO			
One (1) 30cu. Yd. Yard Waste Open-Top-Roll-Off Can Emergency - As required based on project needs. IAW PWS Price Per-Haul/Transportation – includes Delivery, Pick-up Return, Disposal Fees, IAW – PWS Pick-Up or Delivery as required based on project needs. All Quantities within the contract line items are estimates with a Not to Exceed (NTE) Amount.					
2008A	12	MO			
Monthly Rental of one (1) 30 cu, yard Top Containers front end loading with cover. IAW PWS					
GRAND TOTAL					

ITEM INFORMATION OPTION YEAR THREE -October 1, 2022 – September 30, 2023

In Accordance to 52.217-8: “The specific rates under this clause will be those rates in effect under the contract each time an option is exercised under this clause.”

ITEM NUMBER	DESCRIPTION OF SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	AMOUNT
3001		1,150	TN		
One (1) 30 cubic yard self-contained Waste Compactor (Processable Waste) IAW PWS Solid Waste Removal Service for 1 13000 Bruce B. Downs Blvd, Tampa, FL 33612. Frequency of pick up varies depending on the container and is detailed in Performance Work Statement (PWS). All Quantities within the contract line items are estimates with a Not to Exceed (NTE) Amount.					

Contract Period: Base POP Begin: 10-01-2022 POP End: 09-30-2023		
3001A	12 MO	<p>Monthly Rental of one (1) -Waste Compactor</p> <p>1. Washing, Cleaning and Maintenance Every Friday 2. Pick-Up three times per week (M, W, F).</p>
3001B	156 EA	<p>Price Per-Haul/Transportation – includes Delivery, Pick-up Return, Disposal Fees, IAW – PWS Pick-Up three times per week (M, W, F). Pick-Up three times per week (M, W, F).X 52 weeks = 156</p>
3002	45 TN	<p>Two 30 Cu. Yd. - Furniture: - Open-Top Roll-Off Can Quantity = 2 Cans X 12 months each As required based on project needs.</p> <p>All Quantities within the contract line items are estimates with a Not to Exceed (NTE) Amount.</p>
3002A	12 MO	<p>Quantity x2 cans Rental fee 30 Cu. Yd - Furniture: - Open-Top Roll-Off Can - As required based on project needs. Price all inclusive: Container, Delivery, Pick-up, Return, Disposal Fees, IAW the PWS</p>
3002B	156 EA	<p>Price Per-Haul/Transportation – includes Delivery, Pick-up Return, Disposal Fees, IAW – PWS Pick-Up three times per (M, W, F) Pick-Up three times per (M, W, F) X 52 weeks = 156</p>
3003	100 TN	<p>30 Cu. Yard open top Trash Dumpster All Quantities within the contract line items are estimates with a Not to Exceed (NTE) Amount.</p>
3003A	12 MO	<p>Rental Fee 30 Cu. Yard open top Trash Dumpster Container, delivery, Pick-up, return, disposal fees IAW PWS</p>
3003B	104 EA	

		Price Per-Haul/Transportation – includes Delivery, Pick-up Return, Disposal Fees, IAW – PWS Pick-Up three times per week (Mon & Thrus) X 52 weeks = 104 As required based on project needs.
3004	15 TN	<p>One (1) 30cu. Yd. Yard Waste Open-Top-Roll-Off Can As required based on project needs. Per Ton price. IAW PWS</p> <p>All Quantities within the contract line items are estimates with a Not to Exceed (NTE) Amount.</p>
3004A	12 MO	<p>MONTHLY RENTAL (1) Yard Waste: Open-Top Roll-Off Can - 30 Cu. Yd. - Container, delivery, pick-up, return, disposal fees. as required based on project needs.</p>
3004B	12 EA	<p>Price Per-Haul/Transportation – includes Delivery, Pick-up Return, Disposal Fees, IAW – PWS Pick-Up – (ON CALL) As required based on project needs.</p>
3005	104 EA	<p>One (1) Yard Waste 8cu. Yd. Front end loading container with cover. Collection Days: as required based on project needs.</p> <p>Price Per-Haul/Transportation – includes Delivery, Pick-up Return, Disposal Fees, IAW – PWS Pick-Up – (Mon and Wed) X 52 WEEKS = 104 As required based on project needs.</p> <p>All Quantities within the contract line items are estimates with a Not to Exceed (NTE) Amount</p>
3005A	12.00 MO	<p>Monthly Rental of one (1) Yard Waste 8 cu, yard front end loading container with cover Delivery, pick-up, return, disposal fees IAW PWS</p>
3006	174 EA	<p>Price Per-Haul/Transportation – includes Delivery, Pick-up Return, Disposal Fees, IAW – PWS Pick-Up – (Mon) or As required based on project needs.</p> <p>Three (3) 8 cubic yard front end loading containers with lids for Recycling.</p>

<p>Collection and service will be at least once per month. In the event that the container is full before the scheduled pick-up date, contractor will be notified by the COR and they will have at least one business day to provide pick-up.</p> <p>Per ton price. IAW the PWS.</p> <p>All Quantities within the contract line items are estimates with a Not to Exceed (NTE) Amount</p> <p>1 Containers = 4 pickups per month x 12 months = 58 pickups. 58 pickup per containers X 3 = 174 a year</p>		
3006A	12.00	MO
<p>Three (3) 8 cubic yard front end loading containers with lids for Recycling.</p> <p>Monthly Rental of one (1) Yard Waste 8 cu, yard front end loading container with cover.</p> <p>Includes: Delivery, pick-up, return, disposal fees IAW PWS</p> <p>Collection and service will be at least once per month. Price per Haul. Quantity is an estimate only.</p>		
3007	12.00	MO
<p>One (1) 30cu. Yd. Construction and Demolition Open-Top-Roll-Off Can As required based on project needs.</p> <p>IAW PWS</p> <p>Price Per-Haul/Transportation – includes Delivery, Pick-up Return, Disposal Fees, IAW – PWS Pick-Up or Delivery as required based on project needs.</p> <p>All Quantities within the contract line items are estimates with a Not to Exceed (NTE) Amount.</p>		
3007A	12	MO
<p>Monthly Rental of one (1) 30 cu, yard Open-Top-Roll-Off Can As required based on project needs. IAW PWS</p>		
3008	12	MO
<p>One (1) 30cu. Yd. Yard Waste Open-Top-Roll-Off Can Emergency - As required based on project needs.</p> <p>IAW PWS</p> <p>Price Per-Haul/Transportation – includes Delivery, Pick-up Return, Disposal Fees, IAW – PWS Pick-Up or Delivery as required based on project needs.</p>		

All Quantities within the contract line items are estimates with a Not to Exceed (NTE) Amount.

3008A	12	MO		
Monthly Rental of one (1) 30 cu, yard Top Containers front end loading with cover. IAW PWS				
GRAND TOTAL				

ITEM INFORMATION **OPTION YEAR FOUR -October 1, 2023 – September 30, 2024**

In Accordance to 52.217-8: “The specific rates under this clause will be those rates in effect under the contract each time an option is exercised under this clause.”

ITEM NUMBER	DESCRIPTION OF SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	AMOUNT
4001	<p>One (1) 30 cubic yard self-contained Waste Compactor (Processable Waste) IAW PWS</p> <p>Solid Waste Removal Service for 1 13000 Bruce B. Downs Blvd, Tampa, FL 33612. Frequency of pick up varies depending on the container and is detailed in Performance Work Statement (PWS).</p> <p>All Quantities within the contract line items are estimates with a Not to Exceed (NTE) Amount.</p> <p>Contract Period: Base POP Begin: 10-01-2023 POP End: 09-30-2024</p>	1,150	TN		
4001A	<p>Monthly Rental of one (1) -Waste Compactor</p> <p>1. Washing, Cleaning and Maintenance Every Friday 2. Pick-Up three times per week (M, W, F).</p>	12	MO		
4001B			EA		

		Price Per-Haul/Transportation – includes Delivery, Pick-up Return, Disposal Fees, IAW – PWS Pick-Up three times per week (M, W, F). Pick-Up three times per week (M, W, F).X 52 weeks = 156
4002	45 TN	Two 30 Cu. Yd. - Furniture: - Open-Top Roll-Off Can Quantity = 2 Cans X 12 months each As required based on project needs. All Quantities within the contract line items are estimates with a Not to Exceed (NTE) Amount.
4002A	12 MO	Quantity x2 cans Rental fee 30 Cu. Yd - Furniture: - Open-Top Roll-Off Can - As required based on project needs. Price all inclusive: Container, Delivery, Pick-up, Return, Disposal Fees, IAW the PWS
4002B	156 EA	Price Per-Haul/Transportation – includes Delivery, Pick-up Return, Disposal Fees, IAW – PWS Pick-Up three times per (M, W, F) Pick-Up three times per (M, W, F) X 52 weeks = 156
4003	5 TN	30 Cu. Yard open top Trash Dumpster All Quantities within the contract line items are estimates with a Not to Exceed (NTE) Amount.
4003A	12 MO	Rental Fee 30 Cu. Yard open top Trash Dumpster Container, delivery, Pick-up, return, disposal fees IAW PWS
4003B	104 EA	Price Per-Haul/Transportation – includes Delivery, Pick-up Return, Disposal Fees, IAW – PWS Pick-Up three times per week (Mon & Thrus) X 52 weeks = 104 As required based on project needs.
4004	5 TN	One (1) 30cu. Yd. Yard Waste Open-Top-Roll-Off Can As required based on project needs. Per Ton price. IAW PWS All Quantities within the contract line items are estimates with a Not to Exceed (NTE) Amount.

4004A	12 MO	
MONTHLY RENTAL (1) Yard Waste: Open-Top Roll-Off Can - 30 Cu. Yd. - Container, delivery, pick-up, return, disposal fees. as required based on project needs.		
4004B	12 EA	
Price Per-Haul/Transportation – includes Delivery, Pick-up Return, Disposal Fees, IAW – PWS Pick-Up – (ON CALL) As required based on project needs.		
4005	104 EA	
One (1) Yard Waste 8cu. Yd. Front end loading container with cover. Collection Days: as required based on project needs.		
Price Per-Haul/Transportation – includes Delivery, Pick-up Return, Disposal Fees, IAW – PWS Pick-Up – (Mon and Wed) X 52 WEEKS = 104 As required based on project needs.		
All Quantities within the contract line items are estimates with a Not to Exceed (NTE) Amount		
4005A	12.00 MO	
Monthly Rental of one (1) Yard Waste 8 cu, yard front end loading container with cover Delivery, pick-up, return, disposal fees IAW PWS		
4006	174 EA	
Price Per-Haul/Transportation – includes Delivery, Pick-up Return, Disposal Fees, IAW – PWS Pick-Up – (Mon) or As required based on project needs.		
Three (3) 8 cubic yard front end loading containers with lids for Recycling.		
Collection and service will be at least once per month. In the event that the container is full before the scheduled pick-up date, contractor will be notified by the COR and they will have at least one business day to provide pick-up. Per ton price. IAW the PWS. All Quantities within the contract line items are estimates with a Not to Exceed (NTE) Amount		
1 Containers = 4 pickups per month x 12 months = 58 pickups. 58 pickup per containers X 3 = 174 a year		
4006A	12.00 MO	

			Three (3) 8 cubic yard front end loading containers with lids for Recycling.	
			Monthly Rental of one (1) Yard Waste 8 cu, yard front end loading container with cover. Includes: Delivery, pick-up, return, disposal fees IAW PWS Collection and service will be at least once per month. Price per Haul. Quantity is an estimate only.	
4007	12.00	MO		
			One (1) 30cu. Yd. Construction and Demolition Open-Top-Roll-Off Can As required based on project needs. IAW PWS Price Per-Haul/Transportation – includes Delivery, Pick-up Return, Disposal Fees, IAW – PWS Pick-Up or Delivery as required based on project needs. All Quantities within the contract line items are estimates with a Not to Exceed (NTE) Amount.	
4007A	12	MO		
			Monthly Rental of one (1) 30 cu, yard Open-Top-Roll-Off Can As required based on project needs. IAW PWS	
4008	12	MO		
			One (1) 30cu. Yd. Yard Waste Open-Top-Roll-Off Can Emergency - As required based on project needs. IAW PWS Price Per-Haul/Transportation – includes Delivery, Pick-up Return, Disposal Fees, IAW – PWS Pick-Up or Delivery as required based on project needs. All Quantities within the contract line items are estimates with a Not to Exceed (NTE) Amount.	
4008A	12	MO		
			Monthly Rental of one (1) 30 cu, yard Top Containers front end loading with cover. IAW PWS	

GRAND TOTAL _____

BASE YEAR	
OPTION YEAR 1	
OPTION YEAR 2	
OPTION YEAR 3	
OPTION YEAR 4	
TOTAL	

B.3 DELIVERY SCHEDULE

ITEM NUMBER		QUANTITY	DELIVERY DATE
0001 - 0007	Base Year	1150 TN	09/30/2020
1001 - 1007	Option Year 1	0.00	09/30/2021
2001 - 2007	Option Year 2	1MO	09/30/2022
3001 - 3007	Option Year 3	0.00	09/30/2023
4001 - 4007	Option Year 4	0.00	09/30/2024

Performance Work Statement (PWS) (9/11/19)

Solid Waste Collection (Non-Hazardous)

A. General Information

1. Title of Project – Solid Waste Collection (Non-Hazardous) for the James A. Haley Veterans Hospital located at 13000 Bruce B. Downs Blvd; Tampa FL 33612

B. CONTRACT AWARD MEETING

The contractor shall commence work only when the Contracting Officer (CO) has conducted a “kick-off” meeting or has elected to waive the meeting. This meeting is very beneficial to the success of the project. Various aspects of work details can be discussed so there is a consistent understanding among all parties. Roles and responsibilities of the Contracting Officer’s Representative (COR) are issued by the CO at the meeting. The nature of some small projects may not require a “kick-off” meeting with the CO. This will be determined on a case-by-case basis by the CO.

C. General Requirements:

The contractor shall furnish all labor, materials, tools, equipment and supervision necessary to provide collection, storage, removal, transportation and disposal of non-hazardous solid waste (processable and non-processable) that is generated at the James A. Haley Veterans Hospital. Biomedical waste, sharps, hazardous materials are not included.

Specific Task:

1. Contractors shall provide the following containers for this requirement. The map on page 26 of this document is a map labeled “Container Locations” for approximate locations of each container.

James A. Haley Veterans Hospital Solid Waste Containers								
CLIN #	Dumpster #	Bldg. No.	Location	Container Size	No. of Containers	Scheduled Pick-up	Gvt. Owned Containers	Comments
*0001	Compactor	1	Loading Dock	30 Yard	1	M-W-F	Contractor	Compactor
*0002	#2	1	131st St	30 Yard.	1	M-W-F	Contractor	Furniture
*0002	#5	1	RTU Alley	30 Yard	1	Wednesday	Contractor	Furniture
*0003	#6	1	Bluilding 2	30 Yard	1	Mon & Thurs	Contractor	Trash
*0004	Open Top		Power Plant	30 Yard	1	On Call	Contractor	Yard Waste
*0005	Front End		Richard Slvr Way	8 cu. Yd.	1	Mon & Thurs	Contractor	Trash
*0006	Yellow Top		Richard Slvr Way	8 cu. Yd.	2	Mon & Thurs	Contractor	Recycle
*0006	Yellow Top		131st St	8 cu. Yd.	1	Mon	Contractor	Recycle
*0007			131st Street	30 Yard	1	On-Call	Contractor	Construction
*0008				30 Yard	1	On-Call	Contractor	Emergency
			TOTALS	30 cu Yd	7			
				8 cu Yd	4			
				Compactor	1			

2. Compactor unit shall be a 30 cubic yard self contained unit, not less than industrial heavy gauge steel (10 gauge). All seals shall be industrial high pressure; shall have full door seal and heavy-duty ram piston. Hydraulic lines shall be ¾ inch. The compactor unit shall be equipped with continuous input air **deodorizing** system to prevent bacterial growth and offensive odor. All installation and maintenance during the rental period shall be covered by the contractor. The contractor will need to make sure that the compactor to be provided fits and operate properly in the current enclosure (size, electrical connection, etc.).

3 Currently, there is a 30 cubic yard waste compactor unit in place located within an enclosed bay. JAHVAMC does not anticipate any major changes or renovations to the current enclosure if the compactor is to be replaced by a similar commercial type of container. Nevertheless, the contractor will need to ensure that the compactor to be provided fits and operates properly in the current enclosure (size, electrical connections, etc.).

- a. In addition, this unit will require weekly washing and cleaning to remove processable waste building up and foul odor and to return the unit to a clean, sanitary, and serviceable condition. This will be coordinated through the COR via call-in requests to be completed no later than the next service day.

4. Contractor shall provide, as needed, a backup 30 cubic yard container, this backup container shall be provided within 4 hours of notification, whenever needed (24 hours/day, 7 days/week). There is a 30 cubic yard compactor currently in place.

5. A 24 hour, 7 days per week toll free number and one (1) additional cell phone number shall be provided for emergencies and repair calls. Emergency/repair calls shall be addressed, and a solution provided within 3 hours of the call.

6. The contractor shall comply with all current county or municipal, state, and federal laws, regulations and guidelines when collecting, storing, removing, transporting, disposing of and/or recycling all wastes under the scope of this contract. Includes Hillsborough County Ordinance 96-34.

7. The contractor must be authorized (franchised) to perform these services by the Hillsborough County Solid Waste Management Department by time of award and throughout the effective period of this contract.

D. COLLECTION REQUIREMENTS AND SCHEDULE.

1. Contractor shall pick up the 30 cubic yard waste compactor, located at the receiving dock, Building #1, on Monday, Wednesday and Friday between the hours of 5:00am to 7:00am local time. The average load per pull during the last year was between 4 and 6 tons.
2. Contractor shall pick up the 8 cubic yard trash container every Monday, Wednesday and Friday.
3. Contractor shall pick up the (2) 30 cubic yard furniture containers every Monday and Wednesday or as required by the facility. The average load per pull during last year was between 1 and 3 tons.
4. Collection shall be done on the specific required days and/or as needed. If a collection date falls on a Federal Holiday or any other day that the Hillsborough county facilities are closed, collection shall be done the following scheduled day.

E. PERMITS AND LICENSING.

1. Contractor shall submit as part of its quote copies of all applicable permits and licenses such as a disposal facility permit, waste, transportation licenses, incinerator permits, or recycling facility permits. In addition, a fully detailed written description and procedural manual of the methodology that will be used to transport, treat and dispose of the waste shall be furnished.
2. As requested, the contractor shall provide proof of regulatory compliance such as inspection reports, policies and procedures, staff training records and emergency plans.

F. INVOICING AND REPORTS.

1. When invoicing, the contractor shall provide the following:
CLIN
NET WEIGHT (not applicable to the 8 cubic yard containers)
TYPE OF WASTE (not applicable to the 8 cubic yard containers)
UNIT PRICE
TOTALS
2. Contractor shall provide, as requested by the government, methods of disposal, weight tickets and the address of the disposal site.
3. Mixed Load Surcharges, if any, shall be invoiced separately, contractor shall provide with this invoice the weight ticket, method of disposal and address of the disposal site.

G. TITLE.

The contractor shall take title of all solid waste once the waste is fully loaded into contractor furnished vehicles.

H. MAINTAINING CONTAINERS AND COLLECTION AREA.

The contractor shall:

- Maintain all containers in good, workable condition and ensure they must remain accessible to the customers
- Perform all cleaning, repair and other maintenance tasks off-VA property
- Return the containers to their original location after servicing, in an upright position with the lids securely in place (closed)
- Immediately clean up any spills, debris, etc., which may occur during servicing of containers
- Remove all refuse on the ground within ten feet of the container, whether spilled by the contractor or placed there by VA personnel, shall be picked up by the contractor during collection
- Collect debris placed at collection areas; for example, tree branches, sacks, cartons, boxes, cans, tied bundles, or other containers
- VA personnel regularly monitor the garbage container area and if additional containers are needed, necessary coordination to address any issues will be made at that time.

I. OFF-SITE DISPOSAL.

The contractor shall transport and dispose of all solid waste at a licensed off-site Hillsborough County disposal site selected by the contractor. Disposal shall be in accordance with existing local, state and federal regulations. The contractor shall be responsible for any permit or fees associated with the use of off-site disposal locations.

J. SAFETY REQUIREMENTS.

The contractor shall:

- Develop and maintain a written safety plan that will be undertaken to protect the staff of the VA Medical Center and contractor including the surrounding community.
- Safety plan shall be submitted to the government as requested.
- In the performance of this contract, the contractor shall take such safety precautions as the contracting officer or his designee may determine to be reasonably necessary to protect the lives and health of the occupants of the building.
- The contracting officer or his designee will notify the contractor of any noncompliance with the foregoing provisions and the action to be taken.
- The contractor shall, after receipt of such notice, immediately correct the conditions to which attention has been directed. Such notice, when served on the contractor or his representative at the work site, shall be deemed sufficient for the purpose aforesaid. If the contractor fails or refuses to comply promptly, the contracting officer may issue an order stopping all or any part of the work and may ultimately terminate the contract for default.

K. DEFINITIONS.

Per Hillsborough County Ordinance 96-34, as amended:

1. Solid Waste. Shall mean garbage, refuse, yard waste and other discarded solid materials generated by residential units and commercial establishments, including Solid Waste materials resulting from industrial, commercial or agricultural operations, governmental operations and from community activities; it does not include solids or dissolved materials in domestic sewage or other significant pollutants in water resources such as silt, dissolved materials in irrigation return flows. Other common water pollutants, or any by-products, the sale or reuse of which is intended by the persons from whose process they resulted.
2. Non-Processable (waste); Shall mean furniture such as couches, chairs, tables; bedding such as mattresses and box springs and other similar items; white goods such as refrigerators, ovens,

water heaters, window air conditioning units and other similar appliances; non-combustible construction material and demolition debris such as steel, concrete, brick, glass, asphalt roofing material and other similar materials; motor vehicles and major vehicle parts; tires; machinery, equipment or other metals.

3. Processable (waste); Shall mean any combustible solid waste, including, but not limited to, putrescible solid waste, cardboard, paper products, plastics and food containers.

L. FEDERAL HOLIDAYS.

New Year' Day	January 1
Martin Luther King's Birthday	3 rd Monday in January
Presidents' Day	3 rd Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4 th
Labor Day	1 st Monday in September
Columbus Day	2 nd Monday in October
Veterans' Day	November 11
Thanksgiving Day	4 th Thursday in November
Christmas Day	December 25

Note: Any of the above holidays falling on Saturday will be observed on the preceding Friday; holidays falling on Sunday will be observed on the following Monday. Contractor's days to perform are reflected in the Performance Work Statement/Statement of Work.

M. CHANGES TO STATEMENT OF WORK.

Any changes to this SOW shall be authorized and approved only through written correspondence from the CO. A copy of each change will be kept in a project folder along with all other products of the project. Costs incurred by the contractor through the actions of parties other than the CO shall be borne by the contractor.

L. PERFORMANCE STANDARDS REQUIREMENTS SUMMARY MATRIX

Performance Indicators	Performance Standards	Acceptable Quality Level (AQL)	Method of Surveillance	Incentive (Positive &/or Negative)
Quality of Service - Timeliness of Services (reference PWS, para 2.2., 5.1., 8.1.)	Contractor shall ensure collections are performed in accordance with pick-up schedule & respond to emergency situations, as needed.	90% per occurrence	Observation performed by the COR as services are provided.	Positive: Acceptable performance rating in Contractor Performance Assessment Reporting System (CPARS) Negative: May result in adverse CPARS.
Containers - Cleanliness & Appearance (reference PWS, para 5.1.1., 5.1.2.)	Contractor's shall ensure containers are cleaned after each disposal run & maintained in good repair.	90% of service requests.	Observation by the COR.	Positive: Acceptable rating in CPARS Negative: May result in adverse CPARS

Reporting – Prior month manifests (reference PWS, para 7.1.)	Reporting shall include required data and be provided by the 20 th day of each month.	90% of service requests.	Observation by the COR.	Positive: Acceptable rating in CPARS Negative: May result in adverse CPARS
Reporting – Accidents (reference PWS, para 9.2.)	Notifications shall be immediate & reporting shall be provided within 48-hours.	90% of service requests.	Observation by the COR.	Positive: Acceptable rating in CPARS Negative: May result in adverse CPARS
Invoicing (see Section B.1 Contract Administration)	Contractor shall submit a properly prepared invoice in accordance with invoicing instructions.	90% during contract duration	Review of invoice(s) for payment by the COR.	Positive: Acceptable rating in CPARS Negative: May result in adverse CPARS

CONTAINER LOCATIONS

All containers on the picture below are located at 13000 Bruce B Downs Blvd, Tampa, FL 33612.



M. ACCESSABILITY AND SECURITY.

Contractor shall keep in mind and, to the extent applicable, follow practices that ensure the security and safety of JAH Veterans Hospital facilities, equipment and personnel. To this end, accessibility to all work areas will be provided by the COR. No keys will be issued to Contractor employees.

N. CONTRACTOR EMPLOYEES.

Contractor personnel shall present a neat appearance and be easily recognized as contractor employees. Example: wearing of distinctive clothing such as uniform, badges, patches, etc.

O. ESCORT AND JAMES A. HALEY SECURITY POLICE CHECK-IN.

Contractor personnel shall check in and out with VA Police dispatch located in the front entrance of the Main Hospital. Access to work areas and performance monitoring will be provided by the COR.

P. PARKING.

It is the responsibility of contractor personnel to park only in designated parking areas. Parking information is available from the VA police and COR. The VA will not invalidate or provide reimbursement for parking violations of the contractor's personnel under any circumstances.

Q. SMOKING.

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

R. NOISE AND DISRUPTION.

The contractor is required to continuously consider the impact to the medical center in completing the required work. Any operation causing excessive noise or vibration shall be coordinated in advance with the COR. Also, movement of equipment, supplies, and waste through occupied areas, corridors, and elevators must be planned and scheduled with the COR to minimize disruption to hospital operations.

S. CELLULAR PHONES.

Cellular phones are acceptable inside the building, except for posted critical care areas.

T. SECURITY AND CHECK-IN REQUIREMENTS.

All work shall be scheduled through the Electrical shop or maintenance supervisor. The contractor shall check in with the VA police dispatch upon arrival at the facility to obtain proper identification prior to initiating work. The contractor shall contact the electrical shop or maintenance supervisor at the provided phone numbers to notify them they are on-station, and also prior to leaving the station the contractor shall contact them to report observations on the equipment and product quality. In order to be easily recognizable, all contractor personnel shall wear distinctive identification, such as, nametag, badge, uniform, patch, etc.

With No Sensitive Data but Requires Training

VA INFORMATION AND INFORMATION SYSTEM SECURITY/PRIVACY LANGUAGE**VA INFORMATION CUSTODIAL LANGUAGE:**

- a. Contractors, contractor personnel, subcontractors, and subcontractor personnel shall be subject to the same Federal laws, regulations, standards, and VA Directives and Handbooks as VA and VA personnel regarding information and information system security.
- b. If VA determines that the contractor has violated any of the information confidentiality, privacy, and security provisions of the contract, it shall be sufficient grounds for VA to withhold payment to the contractor or third party or terminate the contract for default or terminate for cause under Federal Acquisition Regulation (FAR) part 12.
- c. A contractor/subcontractor shall request logical (technical) or physical access to VA information and VA information systems for their employees, subcontractors, and affiliates only to the extent necessary to perform the services specified in the contract, agreement, or task order.
- d. All contractors, subcontractors, and third-party servicers and associates working with VA information are subject to the same investigative requirements as those of VA appointees or employees who have access to the same types of information. The level and process of background security investigations for contractors must be in accordance with VA Directive and Handbook 0710, *Personnel Suitability and Security Program*. The Office for Operations, Security, and Preparedness is responsible for these policies and procedures.

SECURITY INCIDENT INVESTIGATION:

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

information, obtain monetary or other compensation from a third party for damages arising from any incident, or obtain injunctive relief against any third party arising from, or related to, the incident.

SECURITY CONTROLS COMPLIANCE TESTING:

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

TRAINING:

a. All contractor employees and subcontractor employees requiring access to VA information and VA information systems shall complete VA Privacy and Information Security Awareness and Rules of Behavior Training before being granted access to VA information and its systems.

(1) Sign and acknowledge (either manually or electronically) understanding of and responsibilities for compliance with the *Rules of Behavior* before being granted access to VA information and its systems.

b. The contractor shall provide to the contracting officer and/or the COR a copy of the training certificates and certification of signing the Rules of Behavior for each applicable employee within 1 week of the initiation of the contract and annually thereafter, as required.

c. Failure to complete the mandatory annual training and sign the Rules of Behavior annually, within the timeframe required, is grounds for suspension or termination of all physical or electronic access privileges and removal from work on the contract until such time as the training and documents are complete.

The Certification and Accreditation (C&A) requirements do not apply and a Security Accreditation Package is not required for this SOW.

SECTION C - CONTRACT CLAUSES

C.1 52.212-4 CONTRACT TERMS AND CONDITIONS—COMMERCIAL ITEMS (OCT 2018)

(a) *Inspection/Acceptance.* The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. If repair/replacement or reperformance will not correct the defects or is not possible, the Government may seek an equitable price reduction or adequate consideration for acceptance of nonconforming supplies or services. The Government must exercise its post-acceptance rights—

(1) Within a reasonable time after the defect was discovered or should have been discovered; and

(2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(b) *Assignment.* The Contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C. 3727). However, when a third party makes payment (e.g., use of the Governmentwide commercial purchase card), the Contractor may not assign its rights to receive payment under this contract.

(c) *Changes.* Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

(d) *Disputes.* This contract is subject to 41 U.S.C. chapter 71, Contract Disputes. Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR 52.233-1, Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(e) *Definitions.* The clause at FAR 52.202-1, Definitions, is incorporated herein by reference.

(f) *Excusable delays.* The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(g) *Invoice.*

(1) The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized) to the address designated in the contract to receive invoices. An invoice must include—

(i) Name and address of the Contractor;

(ii) Invoice date and number;

(iii) Contract number, line item number and, if applicable, the order number;

(iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;

(v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;

(vi) Terms of any discount for prompt payment offered;

(vii) Name and address of official to whom payment is to be sent;

(viii) Name, title, and phone number of person to notify in event of defective invoice; and

(ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.

(x) Electronic funds transfer (EFT) banking information.

(A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.

(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer—System for Award Management, or 52.232-34, Payment by Electronic Funds Transfer—Other Than System for Award Management), or applicable agency procedures.

(C) EFT banking information is not required if the Government waived the requirement to pay by EFT.

(2) Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR part 1315.

(h) *Patent indemnity.* The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

(i) Payment.—

(1) *Items accepted.* Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract.

(2) *Prompt payment.* The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and prompt payment regulations at 5 CFR part 1315.

(3) *Electronic Funds Transfer (EFT).* If the Government makes payment by EFT, see 52.212-5(b) for the appropriate EFT clause.

(4) *Discount.* In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

(5) *Overpayments.* If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall—

(i) Remit the overpayment amount to the payment office cited in the contract along with a description of the overpayment including the—

(A) Circumstances of the overpayment (e.g., duplicate payment, erroneous payment, liquidation errors, date(s) of overpayment);

(B) Affected contract number and delivery order number, if applicable;

(C) Affected line item or subline item, if applicable; and

(D) Contractor point of contact.

(ii) Provide a copy of the remittance and supporting documentation to the Contracting Officer.

(6) *Interest.*

(i) All amounts that become payable by the Contractor to the Government under this contract shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury as provided in 41 U.S.C. 7109, which is applicable to the period in which the amount becomes due, as provided in (i)(6)(v) of this clause, and then at the rate applicable for each six-month period as fixed by the Secretary until the amount is paid.

(ii) The Government may issue a demand for payment to the Contractor upon finding a debt is due under the contract.

(iii) *Final decisions.* The Contracting Officer will issue a final decision as required by 33.211 if—

(A) The Contracting Officer and the Contractor are unable to reach agreement on the existence or amount of a debt within 30 days;

(B) The Contractor fails to liquidate a debt previously demanded by the Contracting Officer within the timeline specified in the demand for payment unless the amounts were not repaid because the Contractor has requested an installment payment agreement; or

(C) The Contractor requests a deferment of collection on a debt previously demanded by the Contracting Officer (see 32.607-2).

(iv) If a demand for payment was previously issued for the debt, the demand for payment included in the final decision shall identify the same due date as the original demand for payment.

(v) Amounts shall be due at the earliest of the following dates:

(A) The date fixed under this contract.

(B) The date of the first written demand for payment, including any demand for payment resulting from a default termination.

(vi) The interest charge shall be computed for the actual number of calendar days involved beginning on the due date and ending on—

(A) The date on which the designated office receives payment from the Contractor;

(B) The date of issuance of a Government check to the Contractor from which an amount otherwise payable has been withheld as a credit against the contract debt; or

(C) The date on which an amount withheld and applied to the contract debt would otherwise have become payable to the Contractor.

(vii) The interest charge made under this clause may be reduced under the procedures prescribed in 32.608-2 of the Federal Acquisition Regulation in effect on the date of this contract.

(j) *Risk of loss.* Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:

(1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or

(2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.

(k) *Taxes.* The contract price includes all applicable Federal, State, and local taxes and duties.

(l) *Termination for the Government's convenience.* The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

(m) *Termination for cause.* The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(n) *Title*. Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.

(o) *Warranty*. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(p) *Limitation of liability*. Except as otherwise provided by an express warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.

(q) *Other compliances*. The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.

(r) *Compliance with laws unique to Government contracts*. The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. chapter 37, Contract Work Hours and Safety Standards; 41 U.S.C. chapter 87, Kickbacks; 41 U.S.C. 4712 and 10 U.S.C. 2409 relating to whistleblower protections; 49 U.S.C. 40118, Fly American; and 41 U.S.C. chapter 21 relating to procurement integrity.

(s) *Order of precedence*. Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order:

(1) The schedule of supplies/services.

(2) The Assignments, Disputes, Payments, Invoice, Other Compliances, Compliance with Laws Unique to Government Contracts, and Unauthorized Obligations paragraphs of this clause;

(3) The clause at 52.212-5.

(4) Addenda to this solicitation or contract, including any license agreements for computer software.

(5) Solicitation provisions if this is a solicitation.

(6) Other paragraphs of this clause.

(7) The Standard Form 1449.

(8) Other documents, exhibits, and attachments

(9) The specification.

(t) [Reserved]

(u) *Unauthorized Obligations*.

(1) Except as stated in paragraph (u)(2) of this clause, when any supply or service acquired under this contract is subject to any End User License Agreement (EULA), Terms of Service (TOS), or similar legal instrument or agreement, that includes any clause requiring the

Government to indemnify the Contractor or any person or entity for damages, costs, fees, or any other loss or liability that would create an Anti-Deficiency Act violation (31 U.S.C. 1341), the following shall govern:

(i) Any such clause is unenforceable against the Government.

(ii) Neither the Government nor any Government authorized end user shall be deemed to have agreed to such clause by virtue of it appearing in the EULA, TOS, or similar legal instrument or agreement. If the EULA, TOS, or similar legal instrument or agreement is invoked through an "I agree" click box or other comparable mechanism (e.g., "click-wrap" or "browse-wrap" agreements), execution does not bind the Government or any Government authorized end user to such clause.

(iii) Any such clause is deemed to be stricken from the EULA, TOS, or similar legal instrument or agreement.

(2) Paragraph (u)(1) of this clause does not apply to indemnification by the Government that is expressly authorized by statute and specifically authorized under applicable agency regulations and procedures.

(v) *Incorporation by reference.* The Contractor's representations and certifications, including those completed electronically via the System for Award Management (SAM), are incorporated by reference into the contract.

(End of Clause)

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

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

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

C.2 52.203-5 COVENANT AGAINST CONTINGENT FEES (MAY 2014)

(a) The Contractor warrants that no person or agency has been employed or retained to solicit or obtain this contract upon an agreement or understanding for a contingent fee, except a bona fide employee or agency. For breach or violation of this warranty, the Government shall have the right to annul this contract without liability or to deduct from the contract price or consideration, or otherwise recover, the full amount of the contingent fee.

(b) "Bona fide agency," as used in this clause, means an established commercial or selling agency, maintained by a contractor for the purpose of securing business, that neither exerts nor proposes to exert improper influence to solicit or obtain Government contracts nor holds itself out as being able to obtain any Government contract or contracts through improper influence.

"Bona fide employee," as used in this clause, means a person, employed by a contractor and subject to the contractor's supervision and control as to time, place, and manner of performance, who neither exerts nor proposes to exert improper influence to solicit or obtain

Government contracts nor holds out as being able to obtain any Government contract or contracts through improper influence.

"Contingent fee," as used in this clause, means any commission, percentage, brokerage, or other fee that is contingent upon the success that a person or concern has in securing a Government contract.

"Improper influence," as used in this clause, means any influence that induces or tends to induce a Government employee or officer to give consideration or to act regarding a Government contract on any basis other than the merits of the matter.

C.3 52.216-18 ORDERING (OCT 1995)

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

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

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

(End of Clause)

C.4 52.216-21 REQUIREMENTS (OCT 1995)

(a) This is a requirement contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies or services specified in the Schedule are estimates only and are not purchased by this contract. Except as this contract may otherwise provide, if the Government's requirements do not result in orders in the quantities described as "estimated" or "maximum" in the Schedule, that fact shall not constitute the basis for an equitable price adjustment.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. Subject to any limitations in the Order Limitations clause or elsewhere in this contract, the Contractor shall furnish to the Government all supplies or services specified in the Schedule and called for by orders issued in accordance with the Ordering clause. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(c) Except as this contract otherwise provides, the Government shall order from the Contractor all the supplies or services specified in the Schedule that are required to be purchased by the Government activity or activities specified in the Schedule.

(d) The Government is not required to purchase from the Contractor requirements in excess of any limit on total orders under this contract.

(e) If the Government urgently requires delivery of any quantity of an item before the earliest date that delivery may be specified under this contract, and if the Contractor will not accept an order providing for the accelerated delivery, the Government may acquire the urgently required goods or services from another source.

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

(End of Clause)

C.5 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.6 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 five (5) years.

(End of Clause)

C.7 52.232-1 PAYMENTS (APR 1984)

The Government shall pay the Contractor, upon the submission of proper invoices or vouchers, the prices stipulated in this contract for supplies delivered and accepted or services rendered and accepted, less any deductions provided in this contract. Unless otherwise specified in this contract, payment shall be made on partial deliveries accepted by the Government if:

(a) The amount due on the deliveries warrants it; or

(b) The Contractor requests it and the amount due on the deliveries is at least \$1,000 or 50 percent of the total contract price.

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

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

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

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

(End of Clause)

C.9 52.237-3 CONTINUITY OF SERVICES (JAN 1991)

(a) The Contractor recognizes that the services under this contract are vital to the Government and must be continued without interruption and that, upon contract expiration, a successor, either the Government or another contractor, may continue them. The Contractor agrees to (1) furnish phase-in training and (2) exercise its best efforts and cooperation to affect an orderly and efficient transition to a successor.

(b) The Contractor shall, upon the Contracting Officer's written notice, (1) furnish phase-in, phase-out services for up to 90 days after this contract expires and (2) negotiate in good faith a plan with a successor to determine the nature and extent of phase-in, phase-out services required. The plan shall specify a training program and a date for transferring responsibilities for each division of work described in the plan and shall be subject to the Contracting Officer's approval. The Contractor shall provide sufficient experienced personnel during the phase-in, phase-out period to ensure that the services called for by this contract are maintained at the required level of proficiency.

(c) The Contractor shall allow as many personnel as practicable to remain on the job to help the successor maintain the continuity and consistency of the services required by this contract. The Contractor also shall disclose necessary personnel records and allow the successor to conduct on-site interviews with these employees. If selected employees are agreeable to the

change, the Contractor shall release them at a mutually agreeable date and negotiate transfer of their earned fringe benefits to the successor.

(d) The Contractor shall be reimbursed for all reasonable phase-in, phase-out costs (i.e., costs incurred within the agreed period after contract expiration that result from phase-in, phase-out operations) and a fee (profit) not to exceed a pro rata portion of the fee (profit) under this contract.

(End of Clause)

C.10 VAAR 852.219-10 VA NOTICE OF TOTAL SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS SET-ASIDE (JUL 2016)(DEVIATION)

(a) *Definition.* For the Department of Veterans Affairs, "Service-disabled veteran-owned small business concern or SDVSOB":

(1) Means a small business concern:

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans or eligible surviving spouses (see VAAR 802.201 Surviving Spouse definition);

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

(iii) The business meets Federal small business size standards for the applicable North American Industry Classification System (NAICS) code identified in the solicitation document;

(iv) The business has been verified for ownership and control pursuant to 38 CFR 74 and is so listed in the Vendor Information Pages database, (<https://www.vip.vetbiz.gov>); and

(v) The business will comply with subcontracting limitations in 13 CFR 125.6, as applicable

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

(b) *General.*

(1) Offers are solicited only from verified service-disabled veteran-owned small business concerns. Offers received from concerns that are not verified service-disabled veteran-owned small business concerns shall not be considered.

(2) Any award resulting from this solicitation shall be made to a verified service-disabled veteran-owned small business concern.

(c) *Agreement.* A service-disabled veteran-owned small business concern agrees that in the performance of the contract, the concern will comply with the limitation on subcontracting requirements in 13 CFR §125.6.

(d) A joint venture may be considered a service-disabled veteran owned small business concern if the joint venture complies with the requirements in 13 CFR 125.15, provided that any reference therein to SDVO SBC is to be construed to apply to a VA verified SDVOSB as appropriate.

(e) Any service-disabled veteran-owned small business concern (non-manufacturer) must meet the requirements in FAR 19.102(f) of the Federal Acquisition Regulation to receive a benefit under this program.

(End of Clause)

C.11 VAAR 852.219-74 LIMITATIONS ON SUBCONTRACTING— MONITORING AND COMPLIANCE (JUL 2018)

(a) This solicitation includes VAAR 852.219-10 VA Notice of Total Service- Disabled Veteran-Owned Small Business Set-Aside.

(b) Accordingly, any contract resulting from this solicitation is subject to the limitation on subcontracting requirements in 13 CFR 125.6, or the limitations on subcontracting requirements in the FAR clause, as applicable. The Contractor is advised that in performing contract administration functions, the Contracting Officer 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.

(c) 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 Contracting Officer in assessing the Contractor for compliance are protected to ensure information or data is not improperly disclosed or other impropriety occurs.

(d) 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 Contracting Officer to assess the Contractor's compliance with the limitations on subcontracting or percentage of work performance requirement.

(End of Clause)

C.12 VAAR 852.232-72 ELECTRONIC SUBMISSION OF PAYMENT REQUESTS (NOV 2018)

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

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

(2) *Designated agency office* means the office designated by the purchase order, agreement, or contract to first receive and review invoices. This office can be contractually designated as the receiving entity. This office may be different from the office issuing the payment;

(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; and

(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 at the current website address provided in the contract.

(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).

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

(e) *Exceptions.* If, based on one of the circumstances in this paragraph (e), 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.13 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 FLORIDA. 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.14 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>
52.204-13	SYSTEM FOR AWARD MANAGEMENT MAINTENANCE	OCT 2018
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 POSTCONSUMER FIBER CONTENT PAPER	MAY 2011
52.204-18	COMMERCIAL AND GOVERNMENT ENTITY CODE MAINTENANCE	JUL 2016
52.228-5	INSURANCE—WORK ON A GOVERNMENT INSTALLATION	JAN 1997
52.232-18	AVAILABILITY OF FUNDS	APR 1984
52.232-40	PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS	DEC 2013
852.203-70	COMMERCIAL ADVERTISING	MAY 2018
852.270-1	REPRESENTATIVES OF CONTRACTING OFFICERS	JAN 2008

(End of Addendum to 52.212-4)

C.15 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS—COMMERCIAL ITEMS (MAY 2019)

(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) 52.204–23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (Jul 2018) (Section 1634 of Pub. L. 115–91).

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

(4) 52.233-3, Protest After Award (Aug 1996) (31 U.S.C. 3553).

(5) 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:

[X] (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.)

[X] (4) 52.204–10, Reporting Executive Compensation and First-Tier Subcontract Awards (Oct 2018) (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 (Oct 2018) (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 (Oct 2018) (15 U.S.C. 637(d)(2) and (3)).

☐ (17)(i) 52.219-9, Small Business Subcontracting Plan (AUG 2018) (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 (JAN 2017) of 52.219-9.

☐ (v) Alternate IV (AUG 2018) 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 (JAN 2018) (E.O. 13126).

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

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

☐ (ii) Alternate I (FEB 1999) of 52.222-26.

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

☐ (ii) Alternate I (JULY 2014) of 52.222-35.

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

☐ (ii) Alternate I (JULY 2014) of 52.222-36.

☒ (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 (JAN 2019) (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)(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.)

☐ (36) 52.223-11, Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (JUN 2016) (E.O. 13693).

☐ (37) 52.223-12, Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (JUN 2016) (E.O. 13693).

☐ (38)(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.

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

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

☐ (40) 52.223-15, Energy Efficiency in Energy-Consuming Products (DEC 2007)(42 U.S.C. 8259b).

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

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

☒ (42) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (AUG 2011)

☐ (43) 52.223-20, Aerosols (JUN 2016) (E.O. 13693).

☐ (44) 52.223-21, Foams (JUN 2016) (E.O. 13693).

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

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

☐ (46) 52.225-1, Buy American—Supplies (MAY 2014) (41 U.S.C. chapter 83).

☐ (47)(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.

☐ (48) 52.225-5, Trade Agreements (AUG 2018) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

[X] (49) 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).

[] (50) 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).

[] (51) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).

[] (52) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).

[] (53) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

[] (54) 52.232-30, Installment Payments for Commercial Items (JAN 2017) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

[X] (55) 52.232-33, Payment by Electronic Funds Transfer—System for Award Management (Oct 2018) (31 U.S.C. 3332).

[] (56) 52.232-34, Payment by Electronic Funds Transfer—Other than System for Award Management (Jul 2013) (31 U.S.C. 3332).

[] (57) 52.232-36, Payment by Third Party (MAY 2014) (31 U.S.C. 3332).

[] (58) 52.239-1, Privacy or Security Safeguards (AUG 1996) (5 U.S.C. 552a).

[] (59) 52.242-5, Payments to Small Business Subcontractors (JAN 2017)(15 U.S.C. 637(d)(13)).

[] (60)(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.

[] (iii) Alternate II (FEB 2006) 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:

[X] (1) 52.222-17, Nondisplacement of Qualified Workers (MAY 2014) (E.O. 13495).

[X] (2) 52.222-41, Service Contract Labor Standards (AUG 2018) (41 U.S.C. chapter 67).

[X] (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).

Monetary Wage-Fringe Benefits

Employee Class

99711 – Recycling Specialist	22.72
99710 – Recycling laborer	19.35
99730 – Refuse Collector	17.26

[X] (4) 52.222-43, Fair Labor Standards Act and Service Contract Labor Standards—Price Adjustment (Multiple Year and Option Contracts) (AUG 2018) (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).

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

[X] (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).

(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) 52.204-23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (Jul 2018) (Section 1634 of Pub. L. 115-91).

(iv) 52.219-8, Utilization of Small Business Concerns (Oct 2018) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$700,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(v) 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.

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

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

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

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

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

(xi) 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.

(xii) 52.222-41, Service Contract Labor Standards (AUG 2018) (41 U.S.C. chapter 67).

(xiii)(A) 52.222-50, Combating Trafficking in Persons (JAN 2019) (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).

(xiv) 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).

(xv) 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).

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

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

(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)

SECTION D - CONTRACT DOCUMENTS, EXHIBITS, OR ATTACHMENTS

Wage Determination No.: 2015-4572

Revision No.: 9

Wage Determinations

Date Of Last Revision: 07/16/2019

<https://beta.sam.gov/wage-determination/2015-4572/9/document>

SECTION E - SOLICITATION PROVISIONS

E.1 52.212-1 INSTRUCTIONS TO OFFERORS—COMMERCIAL ITEMS (OCT 2018)

(a) *North American Industry Classification System (NAICS) code and small business size standard.* The NAICS code and small business size standard for this acquisition appear in Block 10 of the solicitation cover sheet (SF 1449). However, the small business size standard for a concern which submits an offer in its own name, but which proposes to furnish an item which it did not itself manufacture, is 500 employees.

(b) *Submission of offers.* Submit signed and dated offers to the office specified in this solicitation at or before the exact time specified in this solicitation. Offers may be submitted on the SF 1449, letterhead stationery, or as otherwise specified in the solicitation. As a minimum, offers must show—

- (1) The solicitation number;
 - (2) The time specified in the solicitation for receipt of offers;
 - (3) The name, address, and telephone number of the offeror;
 - (4) A technical description of the items being offered in sufficient detail to evaluate compliance with the requirements in the solicitation. This may include product literature, or other documents, if necessary;
 - (5) Terms of any express warranty;
 - (6) Price and any discount terms;
 - (7) "Remit to" address, if different than mailing address;
 - (8) A completed copy of the representations and certifications at FAR 52.212-3 (see FAR 52.212-3(b) for those representations and certifications that the offeror shall complete electronically);
 - (9) Acknowledgment of Solicitation Amendments;
 - (10) Past performance information, when included as an evaluation factor, to include recent and relevant contracts for the same or similar items and other references (including contract numbers, points of contact with telephone numbers and other relevant information); and
 - (11) If the offer is not submitted on the SF 1449, include a statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation. Offers that fail to furnish required representations or information or reject the terms and conditions of the solicitation may be excluded from consideration.
- (c) *Period for acceptance of offers.* The offeror agrees to hold the prices in its offer firm for 30 calendar days from the date specified for receipt of offers, unless another time period is specified in an addendum to the solicitation.

(d) *Product samples.* When required by the solicitation, product samples shall be submitted at or prior to the time specified for receipt of offers. Unless otherwise specified in this solicitation, these samples shall be submitted at no expense to the Government, and returned at the sender's request and expense, unless they are destroyed during preaward testing.

(e) *Multiple offers.* Offerors are encouraged to submit multiple offers presenting alternative terms and conditions, including alternative line items (provided that the alternative line items are consistent with subpart 4.10 of the Federal Acquisition Regulation), or alternative commercial items for satisfying the requirements of this solicitation. Each offer submitted will be evaluated separately.

(f) Late submissions, modifications, revisions, and withdrawals of offers.

(1) Offerors are responsible for submitting offers, and any modifications, revisions, or withdrawals, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that offers or revisions are due.

(2)(i) Any offer, modification, revision, or withdrawal of an offer received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and—

(A) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of offers; or

(B) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or

(C) If this solicitation is a request for proposals, it was the only proposal received.

(ii) However, a late modification of an otherwise successful offer, that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.

(3) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the offer wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(4) If an emergency or unanticipated event interrupts normal Government processes so that offers cannot be received at the Government office designated for receipt of offers by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation or other notice of an extension of the closing date, the time specified for receipt of offers will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

(5) Offers may be withdrawn by written notice received at any time before the exact time set for receipt of offers. Oral offers in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile offers, offers may be withdrawn via facsimile received at any time before the exact time set for receipt of offers, subject to the conditions specified in the solicitation concerning facsimile offers. An offer may be withdrawn in person by an offeror or its authorized representative if, before the exact time set for receipt of offers, the identity of the person requesting withdrawal is established and the person signs a receipt for the offer.

(g) *Contract award (not applicable to Invitation for Bids)*. The Government intends to evaluate offers and award a contract without discussions with offerors. Therefore, the offeror's initial offer should contain the offeror's best terms from a price and technical standpoint. However, the Government reserves the right to conduct discussions if later determined by the Contracting Officer to be necessary. The Government may reject any or all offers if such action is in the public interest; accept other than the lowest offer; and waive informalities and minor irregularities in offers received.

(h) *Multiple awards*. The Government may accept any item or group of items of an offer, unless the offeror qualifies the offer by specific limitations. Unless otherwise provided in the Schedule, offers may not be submitted for quantities less than those specified. The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit prices offered, unless the offeror specifies otherwise in the offer.

(i) Availability of requirements documents cited in the solicitation.

(1)(i) The GSA Index of Federal Specifications, Standards and Commercial Item Descriptions, FPMR Part 101-29, and copies of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained for a fee by submitting a request to—

GSA Federal Supply Service Specifications Section

Suite 8100 470 East L'Enfant Plaza, SW

Washington, DC 20407

Telephone (202) 619-8925

Facsimile (202) 619-8978.

(ii) If the General Services Administration, Department of Agriculture, or Department of Veterans Affairs issued this solicitation, a single copy of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained free of charge by submitting a request to the addressee in paragraph (i)(1)(i) of this provision. Additional copies will be issued for a fee.

(2) Most unclassified Defense specifications and standards may be downloaded from the following ASSIST websites:

(i) ASSIST (<https://assist.dla.mil/online/start/>);

(ii) Quick Search (<http://quicksearch.dla.mil/>);

(iii) ASSISTdocs.com (<http://assistdocs.com>).

(3) Documents not available from ASSIST may be ordered from the Department of Defense Single Stock Point (DoDSSP) by?

(i) Using the ASSIST Shopping Wizard (<https://assist.dla.mil/wizard/index.cfm>);

(ii) Phoning the DoDSSP Customer Service Desk (215) 697-2179, Mon-Fri, 0730 to 1600 EST; or

(iii) Ordering from DoDSSP, Building 4, Section D, 700 Robbins Avenue, Philadelphia, PA 19111-5094, Telephone (215) 697-2667/2179, Facsimile (215) 697-1462.

(4) Nongovernment (voluntary) standards must be obtained from the organization responsible for their preparation, publication, or maintenance.

(j) *Unique entity identifier.* (Applies to all offers exceeding \$10,000, and offers of \$10,000 or less if the solicitation requires the Contractor to be registered in the System for Award Management (SAM).) The Offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "Unique Entity Identifier" followed by the unique entity identifier that identifies the Offeror's name and address. The Offeror also shall enter its Electronic Funds Transfer (EFT) indicator, if applicable. The EFT indicator is a four-character suffix to the unique entity identifier. The suffix is assigned at the discretion of the Offeror to establish additional SAM records for identifying alternative EFT accounts (see subpart 32.11) for the same entity. If the Offeror does not have a unique entity identifier, it should contact the entity designated at www.sam.gov for unique entity identifier establishment directly to obtain one. The Offeror should indicate that it is an offeror for a Government contract when contacting the entity designated at www.sam.gov for establishing the unique entity identifier.

(k) [Reserved]

(l) *Debriefing.* If a post-award debriefing is given to requesting offerors, the Government shall disclose the following information, if applicable:

(1) The agency's evaluation of the significant weak or deficient factors in the debriefed offeror's offer.

(2) The overall evaluated cost or price and technical rating of the successful and the debriefed offeror and past performance information on the debriefed offeror.

(3) The overall ranking of all offerors, when any ranking was developed by the agency during source selection.

(4) A summary of the rationale for award;

(5) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.

(6) Reasonable responses to relevant questions posed by the debriefed offeror as to whether source-selection procedures set forth in the solicitation, applicable regulations, and other applicable authorities were followed by the agency.

(End of Provision)

ADDENDUM to FAR 52.212-1 INSTRUCTIONS TO OFFERORS—COMMERCIAL ITEMS

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

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

E.2 52.216-1 TYPE OF CONTRACT (APR 1984)

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

(End of Provision)

E.3 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:

Hand-Carried Address:

Department of Veterans Affairs

Network Contracting Activity 8 (NCA 8)

8875 Hidden River Pkwy

Tampa FL 33637

Mailing Address:

Department of Veterans Affairs

Network Contracting Activity 8 (NCA 8)

8875 Hidden River Pkwy

Tampa FL 33637

(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.4 VAAR 852.233-70 PROTEST CONTENT/ALTERNATIVE DISPUTE RESOLUTION (OCT 2018)

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

(1) Include the name, address, fax number, email 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.5 VAAR 852.233-71 ALTERNATE PROTEST PROCEDURE (OCT 2018)

(a) As an alternative to filing a protest with the Contracting Officer, an interested party may file a protest by mail or electronically with: Executive Director, Office of Acquisition and Logistics, Risk Management and Compliance Service (003A2C), Department of Veterans Affairs, 810 Vermont Avenue NW, Washington, DC 20420 or Email: *EDProtests@va.gov*.

(b) The protest will not be considered if the interested party has a protest on the same or similar issue(s) pending with the Contracting Officer.

(End of Provision)

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

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

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

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

E.6 ADDENDUM to FAR 52.212-1 INSTRUCTIONS TO OFFERORS— COMMERCIAL ITEMS

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

Addendum to FAR 52.212-1 Instructions to Offerors – Commercial Items:

Quoters are to submit any questions regarding this requirement via email Cynthia Gregg via email Cynthia.Gregg@va.gov telephone (813) 813-972-2000 ext. 5270 no later than 12:00 pm EST, September 9, 2019 .

Questions, with the Government's responses, will be posted to the Government Point of Entry (GPE) FEDBIZOPPS (www.fbo.gov). Please be advised that the Government reserves the right to transmit those questions and responses of a common interest to all prospective contractors.

Provide the following information with your quote:

Solicitation number

Name and address of your company

Point of contact; name, e-mail and phone number

DUNS number and CAGE CODE

Price and any discount terms

Representations and Certifications at FAR 52.212-3. Complete only paragraphs (b) of this provision if the vendor has completed the annual representations and certificates electronically via the System for Award Management (SAM) website. If a vendor has not completed the annual representations and certifications electronically at the SAM website, the vendor shall complete only paragraphs (c) through (o) of this provision.

Quoters are to e-mail complete quotes to Cynthia Gregg via email Cynthia.Gregg@va.gov no later than 5:00 PM eastern stand time September 20, 2019.

Interested parties may contact Cynthia Gregg via email Cynthia.Gregg@va.gov or telephone (813)972-2000 ext. 5270 to confirm receipt of their respective quote package.

All provisions and clauses applicable to this solicitation can be viewed in full text using the following web addresses: <http://www.acquisition.gov/far/index.html> and <http://www.va.gov/oal/library/vaar/>

Note, unless exempt per Federal Acquisition Regulation [FAR] Part 4.11, all contractors must be registered and have an active registration in the System for Award Management (SAM) to be considered for an award against this solicitation.

Basis For Award

This requirement is a 100% Service Disabled Veterans Small Business (SDVOSB). For a quote to be eligible for award, the quoter's submitting a quote shall be Service Disabled Veterans Small Business (SDVOSB) under the NAICS Code 541519 and has a current registration in the

System for Award Management (SAM): <https://www.sam.gov/portal/public/SAM> at submission of quote. SAM will be checked to verify the quoter's status before any evaluation is conducted.

Quoters must be registered and certified in the Vendor Information Pages (VIP):

E.7 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 2018
52.204-16	COMMERCIAL AND GOVERNMENT ENTITY CODE REPORTING	JUL 2016

(End of Addendum to 52.212-1)

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

The paragraphs are hereby replaced with the following:

(a) The Government intends to award a Fixed Price-Requirements contract to the responsible vendor who meets the needs as specified in the evaluation and submit quotes conforming to the requirements of this solicitation. The following factors shall be used to evaluate offers:

Past Performance

Price

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

(c) Introduction. The Government seeks to select the responsible vendor who meets the needs as specified in the evaluation and submit quotes conforming to the requirements of this solicitation.

Paragraphs (d) thru (g) are hereby added.

(d) In order to be considered for award, a quote must be rated “Acceptable” for Technical Capability and Past Performance. A rating of “Unacceptable” in any Sub-Factor will result in a rating of “Unacceptable” for that Factor. If any Sub-Factor or Factor is determined to be “Unacceptable”, the entire quote will not be considered further for award.

(e) The Government will conduct a preliminary review of all the quotes received, identify the lowest priced quote, and evaluate this quote first. If all Sub-Factors and Factors are rated “Acceptable”, all other requirements are met (socio-economic status, responsibility determination, etc.) and the quoted price is determined to be fair and reasonable, the Government will consider this quote for award. If a decision to award this first evaluated quote is made, the other submitted quotes will not be evaluated. If the lowest priced quote is not selected for award, the next lowest quote will then be evaluated. If the next lowest quote is not selected for award, the Government will continue with this process until the lowest priced technically accepted quote is selected for award.

(f) The Government intends to make award selection without discussions but may determine after evaluating the quotes submitted that discussions are necessary and conduct them as appropriate. The Government reserves the right to make no award if no quotes meet the requirements of this solicitation

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

(h) Appropriate consideration will be given to *the following Factors and Sub-Factors*:

Factor . Past Performance.

The information presented by the vendor, together with information from other sources available to the Government, will be the basis for evaluation of this factor. This assessment is based on the vendor’s record of Recent and Relevant past performance information that pertains to the services outlined in the solicitation requirements.

The offeror shall complete the document **located on page 63 Past Performance References** identifying a minimum of two (2) but no more than three (3) references for the most recent and relevant past performance (no page limit).

For this requirement, recent and relevant past performance is defined as follows:

Recent. Contracts performed within the last five (5) calendar years from the issuance date of the solicitation

Relevant. Defined as work similar in complexity and magnitude of the work described in the SOW. VA jobs are preferred. However, if you do not have VA experience, other Federal or public contracts may be listed. The Government will use the data provided to survey references. With respect to relevancy, more relevant past performance will typically be a stronger predictor of future success.

It is at the Government's discretion to determine whether past performance information furnished is or is not considered similar to the size and complexity of the present requirement.

Quotes will be evaluated to determine whether the Past Performance is "Acceptable" or "Unacceptable", using the following ratings and descriptions.

Acceptable. Based on the vendor's performance record, the Government has a reasonable expectation that the vendor will successfully perform the required effort, or the vendor's performance record is unknown. In the case of a vendor without a record of relevant past performance or for whom information on past performance is not available or so sparse that no meaningful past performance rating can be reasonably assigned, the vendor may not be evaluated favorably or unfavorably on past performance. Therefore, the vendor shall be determined to have unknown past performance. In the context of acceptability/unacceptability, "Unknown" shall be considered "Acceptable".

Unacceptable. Based on the vendor's performance record, the Government has no reasonable expectation that the vendor will be able to successfully perform the required effort.

Past performance information may be obtained through the Past Performance Information Retrieval System (PPIRS), questionnaires tailored to the circumstances of the acquisition through interviews with program managers, CORs and COs, or other sources known to the Government.

Offerors are cautioned that in conducting the past performance assessment, the Government may use data provided in the quote and data obtained from other sources and may contact customers other than those identified in the quote when evaluating past performance. Since the Government may not necessarily interview all of the sources provided in the quote, it is incumbent upon the vendors to explain the relevance of the data provided. While the Government may elect to consider data obtained from other sources, the burden of proving past performance rests with the offeror submitting a quote.

The Government may reject a quote if it is found that any information that has a negative impact on the vendor's past performance record has been deleted, misrepresented, or withheld.

Vendors may provide information on problems encountered on the contracts identified in their past performance submissions and any corrective actions.

A quote with Past Performance rating of "Unacceptable" an overall rating of "Unacceptable" for this factor will not be eligible for award.

Factor 2. Price

The Government will review the price schedule for completeness and accuracy and will evaluate the reasonableness of the quoted prices. Normally, adequate price competition establishes a fair and reasonable price. Different analytical techniques and procedures may be used, singly or in combination, to ensure that the final price is fair and reasonable.

The quote's total price for the purpose of evaluation will include the base period, the first option, the second option, the third option, and the fourth option.

Vendors are required only to price the base and four options. Vendors shall not submit a price for the potential six months' extension of services period under Clause 52.217-8.

Evaluation of options shall not obligate the Government to exercise the options.

Vendors are cautioned that an unrealistically low price or materially unbalanced pricing may be grounds for eliminating a quote on the basis that the vendor does not fully understand the requirement.

Completely fill in the "Amount" and Total Price of the Base Year and Each Option Year, and "Grand Total" (sum of Base Year + Four Option Years "Amount") in the solicitation Price/Cost Schedule (SF 1449) for the base and all option periods.

(End of Provision)

PAST PERFORMANCE REFERENCES
CONTRACTOR NAME:

Project Title:	
Agency:	Contract Number:

Contract Amount:	Period of Performance:
Contracting Officer: Phone: Email:	COR/Project Manager: Phone: Email:
Brief Description of Project:	
Project Title:	
Agency:	Contract Number:
Contract Amount:	Period of Performance:
Contracting Officer: Phone: Email:	COR/Project Manager: Phone: Email:
Brief Description of Project:	
Project Title:	
Agency:	Contract Number:
Contract Amount:	Period of Performance:
Contracting Officer: Phone: Email:	COR/Project Manager: Phone: Email:
Brief Description of Project:	

E.9 VAAR 852.273-74 AWARD WITHOUT EXCHANGES (JAN 2003)

The Government intends to evaluate proposals and award a contract without exchanges with offerors. Therefore, each initial offer should contain the offeror's best terms from a cost or price and technical standpoint. However, the Government reserves the right to conduct exchanges if later determined by the contracting officer to be necessary.

(End of Provision)

E.10 VAAR 852.215-70 SERVICE-DISABLED VETERAN-OWNED AND VETERAN-OWNED SMALL BUSINESS EVALUATION FACTORS (JUL 2016)(DEVIATION)

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

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

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

(End of Provision)

E.11 52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS—COMMERCIAL ITEMS (OCT 2018)

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

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

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

Forced or indentured child labor means all work or service—

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

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

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

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

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

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

- (1) PSC 5510, Lumber and Related Basic Wood Materials;
- (2) Product or Service Group (PSG) 87, Agricultural Supplies;
- (3) PSG 88, Live Animals;
- (4) PSG 89, Subsistence;
- (5) PSC 9410, Crude Grades of Plant Materials;
- (6) PSC 9430, Miscellaneous Crude Animal Products, Inedible;
- (7) PSC 9440, Miscellaneous Crude Agricultural and Forestry Products;
- (8) PSC 9610, Ores;
- (9) PSC 9620, Minerals, Natural and Synthetic; and
- (10) PSC 9630, Additive Metal Materials.

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

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

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

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

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

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

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

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

(6) Have been voluntarily suspended.

“Sensitive technology”—

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

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

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

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

Service-disabled veteran-owned small business concern—

(1) Means a small business concern—

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

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

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

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

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

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

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

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

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

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

(1) Directly by a parent corporation; or

(2) Through another subsidiary of a parent corporation.

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

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

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

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

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

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

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

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

Women-owned small business (WOSB) concern eligible under the WOSB Program (in accordance with 13 CFR part 127), means a small business concern that is at least 51 percent

directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States.

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

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

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

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

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

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

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

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

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

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

(ii) It ☐ is, ☐ is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(6)(i) of this provision is accurate for each WOSB concern eligible under the WOSB Program participating in the joint venture. [The offeror shall

enter the name or names of the WOSB concern eligible under the WOSB Program and other small businesses that are participating in the joint venture: _____.] Each WOSB concern eligible under the WOSB Program participating in the joint venture shall submit a separate signed copy of the WOSB representation.

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

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

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

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

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

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

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

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

(ii) It ☐ is, ☐ is not a joint venture that complies with the requirements of 13 CFR Part 126, and the representation in paragraph (c)(10)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. *[The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: _____.]* Each HUBZone small business concern

participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

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

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

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

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

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

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

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

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

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

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

(2) Foreign End Products:

Line Item No	Country of Origin
_____	_____

_____	_____
_____	_____

[List as necessary]

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

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

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

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

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

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

[List as necessary]

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

Other Foreign End Products:

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

_____	_____
_____	_____
_____	_____

[List as necessary]

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

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

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

Canadian End Products:

Line Item No.

[List as necessary]

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

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

Canadian or Israeli End Products:

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

_____	_____
_____	_____
_____	_____

[List as necessary]

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

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

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

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

[List as necessary]

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

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

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

Other End Products:

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

[List as necessary]

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

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

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

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

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

(4) ☐ Have, ☐ have not, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,500 for which the liability remains unsatisfied.

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

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

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

(ii) *Examples.*

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

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

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

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

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

(1) *Listed end products.*

Listed End Product	Listed Countries of Origin

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

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

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

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

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

(2) ☐ Outside the United States.

(k) *Certificates regarding exemptions from the application of the Service Contract Labor Standards.* (Certification by the offeror as to its compliance with respect to the contract also constitutes its certification as to compliance by its subcontractor if it subcontracts out the exempt services.) *[The contracting officer is to check a box to indicate if paragraph (k)(1) or (k)(2) applies.]*

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

☐ TIN: _____.

☐ TIN has been applied for.

☐ TIN is not required because:

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

☐ Offeror is an agency or instrumentality of a foreign government;

☐ Offeror is an agency or instrumentality of the Federal Government.

(4) *Type of organization.*

☐ Sole proprietorship;

☐ Partnership;

☐ Corporate entity (not tax-exempt);

☐ Corporate entity (tax-exempt);

☐ Government entity (Federal, State, or local);

☐ Foreign government;

☐ International organization per 26 CFR 1.6049-4;

☐ Other _____.

(5) *Common parent.*

☐ Offeror is not owned or controlled by a common parent;

☐ Name and TIN of common parent:

Name _____.

TIN _____.

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

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

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

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

(i) It [] is, [] is not an inverted domestic corporation; and

(ii) It [] is, [] is not a subsidiary of an inverted domestic corporation.

(o) *Prohibition on contracting with entities engaging in certain activities or transactions relating to Iran.*

(1) The offeror shall email questions concerning sensitive technology to the Department of State at CISADA106@state.gov.

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

(i) Represents, to the best of its knowledge and belief, that the offeror does not export any sensitive technology to the government of Iran or any entities or individuals owned or controlled by, or acting on behalf or at the direction of, the government of Iran;

(ii) Certifies that the offeror, or any person owned or controlled by the offeror, does not engage in any activities for which sanctions may be imposed under section 5 of the Iran Sanctions Act; and

(iii) Certifies that the offeror, and any person owned or controlled by the offeror, does not knowingly engage in any transaction that exceeds \$3,500 with Iran's Revolutionary Guard Corps or any of its officials, agents, or affiliates, the property and interests in property of which are blocked pursuant to the International Emergency Economic Powers Act (50 U.S.C. 1701 *et seq.*) (see OFAC's Specially Designated Nationals and Blocked Persons List at <https://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx>).

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

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

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

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

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

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

Immediate owner CAGE code: ____.

Immediate owner legal name: ____.

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

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

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

Highest-level owner CAGE code: ____.

Highest-level owner legal name: ____.

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

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

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

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

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

(2) The Offeror represents that—

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

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

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

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

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

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

Predecessor legal name: _____.

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

(s) [Reserved]

(t) *Public Disclosure of Greenhouse Gas Emissions and Reduction Goals.* Applies in all solicitations that require offerors to register in SAM (12.301(d)(1)).

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

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

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

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

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

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

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

(3) Representation. By submission of its offer, the Offeror represents that it will not require its employees or subcontractors to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting waste, fraud, or abuse related to the performance of a Government contract to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information (e.g., agency Office of the Inspector General).

(End of Provision)