

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

1. REQUISITION NO. _____ PAGE 1 OF 36

2. CONTRACT NO. _____ 3. AWARD/EFFECTIVE DATE _____ 4. ORDER NO. _____
5. SOLICITATION NUMBER VA101-13-Q-0172 6. SOLICITATION ISSUE DATE 07-09-2013

7. FOR SOLICITATION INFORMATION CALL: a. NAME Romeo Merenov b. TELEPHONE NO. (No Collect Calls) 202-632-5473 8. OFFER DUE DATE/LOCAL TIME 07-18-2013 3:00

9. ISSUED BY CODE _____
Department of Veterans Affairs
Acquisition Business Service
Office of Acquisition Operations (003B)
425 I St. NW
Washington DC 20001

10. THIS ACQUISITION IS UNRESTRICTED OR SET ASIDE: 100 % FOR:
 SMALL BUSINESS WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM NAICS: 561990
 HUBZONE SMALL BUSINESS EDWOSB
 SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS 8(A) SIZE STANDARD: Y \$10 Million

11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED SEE SCHEDULE
12. DISCOUNT TERMS _____
13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)
13b. RATING N/A
14. METHOD OF SOLICITATION RFQ IFB RFP

15. DELIVER TO CODE Y
Department of Veterans Affairs
Acquisition Business Service
Office of Acquisition Operations (003B)
425 I St. NW
Washington DC 20001

16. ADMINISTERED BY CODE _____
Department of Veterans Affairs
Acquisition Business Service
Office of Acquisition Operations (003B)
425 I St. NW
Washington DC 20001

17a. CONTRACTOR/OFFEROR CODE _____ FACILITY CODE _____
18a. PAYMENT WILL BE MADE BY CODE y
Department of Veterans Affairs
Financial Services Center
P.O. Box 149971
Austin TX 78714-8972

TELEPHONE NO. _____ DUNS: _____ DUNS+4: _____
PHONE: _____ FAX: _____

17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER
 18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED SEE ADDENDUM

19. ITEM NO.	20. See CONTINUATION Page SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	<p>This solicitation is for secure disposal of documents that contain sensitive information. The Government intends to award five-year contract (base year plus four options).</p> <p>Performance Work Statement (PWS) in Section D provides specific requirement details.</p> <p>All proposals must be submitted in accordance with all specifications of Section E of this solicitation document.</p> <p>All proposals must be submitted no later than 3:00 PM EST on 19 July 2013 to the following Point of Contact:</p> <p>Romeo Merenov, Contract Specialist romeo.merenov@va.gov 202-632-547 (office)</p> <p align="center">(Use Reverse and/or Attach Additional Sheets as Necessary)</p>				

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

27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA ARE ARE NOT ATTACHED.
 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA ARE ARE NOT ATTACHED
 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN _____ COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED
 29. AWARD OF CONTRACT: REF. _____ OFFER DATED _____. YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN IS ACCEPTED AS TO ITEMS:

30a. SIGNATURE OF OFFEROR/CONTRACTOR _____ 31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)
 30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT) _____ 30c. DATE SIGNED _____ 31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) CAROL JENKINS Contracting Officer 31c. DATE SIGNED _____

Table of Contents

SECTION A	1
A.1 SF 1449 SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS.....	1
SECTION B - CONTINUATION OF SF 1449 BLOCKS	3
B.1 CONTRACT ADMINISTRATION DATA.....	3
B.2 PRICE/COST SCHEDULE	4
B.3 DELIVERY SCHEDULE	6
SECTION C - CONTRACT CLAUSES	7
C.1 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (JAN 2013).....	7
C.2 852.232-72 ELECTRONIC SUBMISSION OF PAYMENT REQUESTS (NOV 2012)	11
C.3 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)	11
C.4 VAAR 852.270-1 REPRESENTATIVES OF CONTRACTING OFFICERS (JAN 2008)	12
C.5 REPRESENTATIVE OF THE CONTRACTING OFFICER (ADDITIONAL).....	12
C.6 ADDITIONAL INVOICING INSTRUCTIONS	12
SECTION D - CONTRACT DOCUMENTS, EXHIBITS, OR ATTACHMENTS	14
D1. PERFORMANCE WORK STATEMENT (28 MAY 2013)	14
SECTION E - SOLICITATION PROVISIONS	22
E.1 INTRODUCTION AND OVERVIEW	22
E.2 SUBMISSION OF QUOTES	22
E.3 BASIS OF AWARD	24
E.4 EVALUATION CRITERIA	24
E.3 52.212-3 -- OFFEROR REPRESENTATIONS AND CERTIFICATIONS-COMMERCIAL ITEMS (DEC 2012).....	25
E.4 52.252-1 -- SOLICITATION PROVISIONS AND CONTRACT CLAUSES (FEB 1998)	36
E.5 VAAR 852.252-70 SOLICITATION PROVISIONS OR CLAUSES INCORPORATED BY REFERENCE (JAN 2008)	36

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 0010C
Department of Veterans Affairs
Acquisition Business Service
Office of Acquisition Operations (003B)
425 I St. NW
Washington DC 20001

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

- 52.232-34, Payment by Electronic Funds Transfer - Other than Central Contractor Registration, or
- 52.232-36, Payment by Third Party

3. INVOICES: Invoices shall be submitted in arrears:

- a. Quarterly
- b. Semi-Annually
- c. Other [Upon completion of specific services.]

4. GOVERNMENT INVOICE ADDRESS: All invoices from the contractor shall be mailed to the following address:

Department of Veterans Affairs
Financial Services Center
P.O. Box 149971
Austin TX 78714-8972

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

AMENDMENT NO	DATE

B.2 PRICE/COST SCHEDULE

ITEM NO.	DESCRIPTION OF SUPPLIES/SERVICES	QTY	UNIT	UNIT PRICE	AMOUNT
0001	Base Year - Provide and install 12 large, locking, wheeled totes (approx. 96 gallon capacity) for paper media.	12.00	EA	_____	_____
0002	Base Year - Provide and install 82 small, locking, bins (approximately 30 gallon capacity and suitable for professional office space) for paper media.	82.00	EA	_____	_____
0003	Base Year - Provide and install three (3) large, locking, wheeled totes (approx. 96 gallon capacity) for non-paper media.	3.00	EA	_____	_____
0004	Base Year - Provide and install two (2) small, locking, bins (approximately 30 gallon capacity and suitable for professional office space) for non-paper media.	2.00	EA	_____	_____
0005	Base Year - Provide five (5) keys for paper media bins and five (5) keys for non-paper media bins.	10.00	EA	_____	_____
0006	Base Year - Scheduled, bi-weekly, pickup of paper media from all paper media bins.	26.00	EA	_____	_____
0007	Base Year - Non-scheduled, next-day pickup of paper media from all paper media bins.	1.00	LT	_____	_____
0008	Base Year - Scheduled, bi-annual, pickup of non-paper media from all non-paper media bins.	2.00	EA	_____	_____
0009	Base Year - Non-scheduled, next-day pickup of non-paper media from all non-paper media bins.	1.00	LT	_____	_____
				YEAR SUBTOTAL	_____
1001	Option Year 1 - Provide and install 12 large, locking, wheeled totes (approx. 96 gallon capacity) for paper media.	12.00	EA	_____	_____
1002	Option Year 1 - Provide and install 82 small, locking, bins (approximately 30 gallon capacity and suitable for professional office space) for paper media.	82.00	EA	_____	_____
1003	Option Year 1 - Provide and install three (3) large, locking, wheeled totes (approx. 96 gallon capacity) for non-paper media.	3.00	EA	_____	_____
1004	Option Year 1 - Provide and install two (2) small, locking, bins (approximately 30 gallon capacity and suitable for professional office space) for non-paper media.	2.00	EA	_____	_____
1005	Option Year 1 - Provide five (5) keys for paper media bins and five (5) keys for non-paper media bins.	10.00	EA	_____	_____
1006	Option Year 1 - Scheduled, bi-weekly, pickup of paper media from all paper media bins.	26.00	EA	_____	_____
1007	Option Year 1 - Non-scheduled, next-day pickup of paper media from all paper media bins.	1.00	LT	_____	_____
1008	Option Year 1 - Scheduled, bi-annual, pickup of non-paper media from all non-paper media bins.	2.00	EA	_____	_____
1009	Option Year 1 - Non-scheduled, next-day pickup of non-paper media from all non-paper media bins.	1.00	LT	_____	_____

				YEAR SUBTOTAL	_____
2001	Option Year 2 - Provide and install 12 large, locking, wheeled totes (approx. 96 gallon capacity) for paper media.	12.00	EA	_____	_____
2002	Option Year 2 - Provide and install 82 small, locking, bins (approximately 30 gallon capacity and suitable for professional office space) for paper media.	82.00	EA	_____	_____
2003	Option Year 2 - Provide and install three (3) large, locking, wheeled totes (approx. 96 gallon capacity) for non-paper media.	3.00	EA	_____	_____
2004	Option Year 2 - Provide and install two (2) small, locking, bins (approximately 30 gallon capacity and suitable for professional office space) for non-paper media.	2.00	EA	_____	_____
2005	Option Year 2 - Provide five (5) keys for paper media bins and five (5) keys for non-paper media bins.	10.00	EA	_____	_____
2006	Option Year 2 - Scheduled, bi-weekly, pickup of paper media from all paper media bins.	26.00	EA	_____	_____
2007	Option Year 2 - Non-scheduled, next-day pickup of paper media from all paper media bins.	1.00	LT	_____	_____
2008	Option Year 2 - Scheduled, bi-annual, pickup of non-paper media from all non-paper media bins.	2.00	EA	_____	_____
2009	Option Year 2 - Non-scheduled, next-day pickup of non-paper media from all non-paper media bins.	1.00	LT	_____	_____
				YEAR SUBTOTAL	_____
3001	Option Year 3 - Provide and install 12 large, locking, wheeled totes (approx. 96 gallon capacity) for paper media.	12.00	EA	_____	_____
3002	Option Year 3 - Provide and install 82 small, locking, bins (approximately 30 gallon capacity and suitable for professional office space) for paper media.	82.00	EA	_____	_____
3003	Option Year 3 - Provide and install three (3) large, locking, wheeled totes (approx. 96 gallon capacity) for non-paper media.	3.00	EA	_____	_____
3004	Option Year 3 - Provide and install two (2) small, locking, bins (approximately 30 gallon capacity and suitable for professional office space) for non-paper media.	2.00	EA	_____	_____
3005	Option Year 3 - Provide five (5) keys for paper media bins and five (5) keys for non-paper media bins.	10.00	EA	_____	_____
3006	Option Year 3 - Scheduled, bi-weekly, pickup of paper media from all paper media bins.	26.00	EA	_____	_____
3007	Option Year 3 - Non-scheduled, next-day pickup of paper media from all paper media bins.	1.00	LT	_____	_____
3008	Option Year 3 - Scheduled, bi-annual, pickup of non-paper media from all non-paper media bins.	2.00	EA	_____	_____
3009	Option Year 3 - Non-scheduled, next-day pickup of non-paper media from all non-paper media bins.	1.00	LT	_____	_____
				YEAR SUBTOTAL	_____

4001	Option Year 4 - Provide and install 12 large, locking, wheeled totes (approx. 96 gallon capacity) for paper media.	12.00	EA	_____	_____
4002	Option Year 4 - Provide and install 82 small, locking, bins (approximately 30 gallon capacity and suitable for professional office space) for paper media.	82.00	EA	_____	_____
4003	Option Year 4 - Provide and install three (3) large, locking, wheeled totes (approx. 96 gallon capacity) for non-paper media.	3.00	EA	_____	_____
4004	Option Year 4 - Provide and install two (2) small, locking, bins (approximately 30 gallon capacity and suitable for professional office space) for non-paper media.	2.00	EA	_____	_____
4005	Option Year 4 - Provide five (5) keys for paper media bins and five (5) keys for non-paper media bins.	10.00	EA	_____	_____
4006	Option Year 4 - Scheduled, bi-weekly, pickup of paper media from all paper media bins.	26.00	EA	_____	_____
4007	Option Year 4 - Non-scheduled, next-day pickup of paper media from all paper media bins.	1.00	LT	_____	_____
4008	Option Year 4 - Scheduled, bi-annual, pickup of non-paper media from all non-paper media bins.	2.00	EA	_____	_____
4009	Option Year 4 - Non-scheduled, next-day pickup of non-paper media from all non-paper media bins.	1.00	LT	_____	_____
				YEAR SUBTOTAL	_____
				GRAND TOTAL	_____

B.3 DELIVERY SCHEDULE

All services shall be performed at:

Department of Veteran Affairs
 425 I St. NW
 Washington, DC 20001

Base Year: 09 Nov 2013 – 08 Nov 2014
 Option Year 1: 09 Nov 2014 – 08 Nov 2015
 Option Year 2: 09 Nov 2015 – 08 Nov 2016
 Option Year 3: 09 Nov 2016 – 08 Nov 2017
 Option Year 4: 09 Nov 2017 – 08 Nov 2018

SECTION C - CONTRACT CLAUSES

C.1 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (JAN 2013)

(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) 52.222-50, Combating Trafficking in Persons (FEB 2009) (22 U.S.C. 7104(g)).

Alternate I (AUG 2007) of 52.222-50 (22 U.S.C. 7104 (g)).

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

(3) 52.233-4, Applicable Law for Breach of Contract Claim (Oct 2004) (Pub. L. 108-77, 108-78)

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

(1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Sept 2006), with Alternate I (Oct 1995) (41 U.S.C. 253g and 10 U.S.C. 2402).

(2) 52.203-13, Contractor Code of Business Ethics and Conduct (APR 2010)(Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).

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

(4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (AUG 2012) (Pub. L. 109-282) (31 U.S.C. 6101 note).

(5) 52.204-11, American Recovery and Reinvestment Act-Reporting Requirements (JUL 2010) (Pub. L. 111-5).

(6) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (Dec 2010) (31 U.S.C. 6101 note).

(7) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (FEB 2012) (41 U.S.C. 2313).

(8) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (MAY 2012) (section 738 of Division C of Pub. L. 112-74, section 740 of Division C of Pub. L. 111-117, section 743 of Division D of Pub. L. 111-8, and section 745 of Division D of Pub. L. 110-161).

(9) 52.219-3, Notice of HUBZone Set-Aside or Sole Source Award (NOV 2011) (15 U.S.C. 657a).

(10) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (JAN 2011) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

(11) [Reserved]

(12)(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).

(13)(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.

(14) 52.219-8, Utilization of Small Business Concerns (JAN 2011) (15 U.S.C. 637(d)(2) and (3)).

(15)(i) 52.219-9, Small Business Subcontracting Plan (JAN 2011) (15 U.S.C. 637(d)(4)).

- (ii) Alternate I (Oct 2001) of 52.219-9.
- (iii) Alternate II (Oct 2001) of 52.219-9.
- (iv) Alternate III (JUL 2010) of 52.219-9.
- (16) 52.219-13, Notice of Set-Aside of Orders (NOV 2011) (15 U.S.C. 644(r)).
- (17) 52.219-14, Limitations on Subcontracting (NOV 2011) (15 U.S.C. 637(a)(14)).
- (18) 52.219-16, Liquidated Damages--Subcontracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).
- (19)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (OCT 2008) (10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer.)
 - (ii) Alternate I (June 2003) of 52.219-23.
- (20) 52.219-25, Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting (DEC 2010) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- (21) 52.219-26, Small Disadvantaged Business Participation Program--Incentive Subcontracting (Oct 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- (22) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (NOV 2011) (15 U.S.C. 657f).
- (23) 52.219-28, Post Award Small Business Program Rerepresentation (APR 2012) (15 U.S.C. 632(a)(2)).
- (24) 52.219-29, Notice of Set-Aside for Economically Disadvantaged Women-Owned Small Business (EDWOSB) Concerns (APR 2012) (15 U.S.C. 637(m)).
- (25) 52.219-30, Notice of Set-Aside for Women-Owned Small Business (WOSB) Concerns Eligible Under the WOSB Program (APR 2012) (15 U.S.C. 637(m)).
- (26) 52.222-3, Convict Labor (June 2003) (E.O. 11755).
- (27) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (MAR 2012) (E.O. 13126).
- (28) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).
- (29) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).
- (30) 52.222-35, Equal Opportunity for Veterans (SEP 2010) (38 U.S.C. 4212).
- (31) 52.222-36, Affirmative Action for Workers with Disabilities (Oct 2010) (29 U.S.C. 793).
- (32) 52.222-37, Employment Reports on Veterans (SEP 2010) (38 U.S.C. 4212).
- (33) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496).
- (34) 52.222-54, Employment Eligibility Verification (JUL 2012). (Executive Order 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) 52.223-15, Energy Efficiency in Energy-Consuming Products (DEC 2007)(42 U.S.C. 8259b).
- (37)(i) 52.223-16, IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products (DEC 2007) (E.O. 13423).
 - (ii) Alternate I (DEC 2007) of 52.223-16.
- (38) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (AUG 2011)
- (39) 52.225-1, Buy American Act--Supplies (FEB 2009) (41 U.S.C. 10a-10d).
- (40)(i) 52.225-3, Buy American Act--Free Trade Agreements--Israeli Trade Act (NOV 2012) (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 (MAR 2012) of 52.225-3.

- (iii) Alternate II (MAR 2012) of 52.225-3.
- (iv) Alternate III (NOV 2012) of 52.225-3.
- (41) 52.225-5, Trade Agreements (NOV 2012) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).
- (42) 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).
- (43) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).
- (44) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).
- (45) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).
- (46) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).
- (47) 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration (Oct 2003) (31 U.S.C. 3332).
- (48) 52.232-34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration (May 1999) (31 U.S.C. 3332).
- (49) 52.232-36, Payment by Third Party (FEB 2010) (31 U.S.C. 3332).
- (50) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).
- (51)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631).
- (ii) Alternate I (Apr 2003) of 52.247-64.

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

- (1) 52.222-41, Service Contract Act of 1965 (Nov 2007) (41 U.S.C. 351, et seq.).
- (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).
- (3) 52.222-43, Fair Labor Standards Act and Service Contract Act--Price Adjustment (Multiple Year and Option Contracts) (Sep 2009) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).
- (4) 52.222-44, Fair Labor Standards Act and Service Contract Act--Price Adjustment (Sep 2009) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).
- (5) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (Nov 2007) (41 U.S.C. 351, et seq.).
- (6) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services--Requirements (FEB 2009) (41 U.S.C. 351, et seq.).
- (7) 52.222-17, Nondisplacement of Qualified Workers (JAN 2013) (E.O.13495).
- (8) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (MAR 2009)(Pub. L. 110-247)
- (9) 52.237-11, Accepting and Dispensing of \$1 Coin (SEP 2008) (31 U.S.C. 5112(p)(1)).

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

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

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

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

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

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (APR 2010) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).

(ii) 52.219-8, Utilization of Small Business Concerns (DEC 2010) (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 \$650,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(iii) 52.222-17, Nondisplacement of Qualified Workers (JAN 2013) (E.O. 13495). Flow down required in accordance with paragraph (l) of FAR clause 52.222-17.

(iv) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).

(v) 52.222-35, Equal Opportunity for Veterans (SEP 2010) (38 U.S.C. 4212).

(vi) 52.222-36, Affirmative Action for Workers with Disabilities (Oct 2010) (29 U.S.C. 793).

(vii) 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.

(viii) 52.222-41, Service Contract Act of 1965 (Nov 2007) (41 U.S.C. 351, et seq.).

(ix) 52.222-50, Combating Trafficking in Persons (FEB 2009) (22 U.S.C. 7104(g)).

Alternate I (AUG 2007) of 52.222-50 (22 U.S.C. 7104(g)).

(x) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements "(Nov 2007)" (41 U.S.C. 351, et seq.).

(xi) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services-Requirements (FEB 2009)(41 U.S.C. 351, et seq.).

(xii) 52.222-54, Employee Eligibility Verification (JUL 2012)

(xiii) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (MAR 2009)(Pub. L. 110-247). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

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

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

(End of Clause)

C.2 852.232-72 ELECTRONIC SUBMISSION OF PAYMENT REQUESTS (NOV 2012)

- (a) *Definitions.* As used in this clause—
- (1) *Contract financing payment* has the meaning given in FAR 32.001.
 - (2) *Designated agency office* has the meaning given in 5 CFR 1315.2(m).
 - (3) *Electronic form* means an automated system transmitting information electronically according to the Accepted electronic data transmission methods and formats identified in paragraph (c) of this clause. Facsimile, email, and scanned documents are not acceptable electronic forms for submission of payment requests.
 - (4) *Invoice payment* has the meaning given in FAR 32.001.
 - (5) *Payment request* means any request for contract financing payment or invoice payment submitted by the contractor under this contract.
- (b) *Electronic payment requests.* Except as provided in paragraph (e) of this clause, the contractor shall submit payment requests in electronic form. Purchases paid with a Government-wide commercial purchase card are considered to be an electronic transaction for purposes of this rule, and therefore no additional electronic invoice submission is required.
- (c) *Data transmission.* A contractor must ensure that the data transmission method and format are through one of the following:
- (1) VA's Electronic Invoice Presentment and Payment System. (See Web site at <http://www.fsc.va.gov/einvoice.asp>.)
 - (2) Any system that conforms to the X12 electronic data interchange (EDI) formats established by the Accredited Standards Center (ASC) and chartered by the American National Standards Institute (ANSI). The X12 EDI Web site (<http://www.x12.org>) includes additional information on EDI 810 and 811 formats.
- (d) *Invoice requirements.* Invoices shall comply with FAR 32.905.
- (e) *Exceptions.* If, based on one of the circumstances below, the contracting officer directs that payment requests be made by mail, the contractor shall submit payment requests by mail through the United States Postal Service to the designated agency office. Submission of payment requests by mail may be required for:
- (1) Awards made to foreign vendors for work performed outside the United States;
 - (2) Classified contracts or purchases when electronic submission and processing of payment requests could compromise the safeguarding of classified or privacy information;
 - (3) Contracts awarded by contracting officers in the conduct of emergency operations, such as responses to national emergencies;
 - (4) Solicitations or contracts in which the designated agency office is a VA entity other than the VA Financial Services Center in Austin, Texas; or
 - (5) Solicitations or contracts in which the VA designated agency office does not have electronic invoicing capability as described above.

(End of Clause)

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

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

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

FAR Number	Title	Date
52.217-8	OPTION TO EXTEND SERVICES	NOV 1999
52.217-9	OPTION TO EXTEND THE TERM OF THE CONTRACT	MAR 2000
52.237-2	PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATION	APR 1984
52.204-10	REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS	FEB 2012
52.209-6	PROTECTING THE GOVERNMENTS INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	DEC 2010
52.232-18	AVAILABILITY OF FUNDS	APR 1984
52.232-39	UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS	JUN 2013
52.243-1	CHANGES--FIXED-PRICE -- ALTERNATE I	APR 1984

(End of Clause)

C.4 VAAR 852.270-1 REPRESENTATIVES OF CONTRACTING OFFICERS (JAN 2008)

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

(End of Provision)

C.5 REPRESENTATIVE OF THE CONTRACTING OFFICER (ADDITIONAL)

a. The following named Contracting Officer's Technical Representative (COTR) at the appropriate ordering Program Office is (are) authorized to act as an official representative of the Contracting Officer.

(To be specified when orders are issued)

b. The above are designated by the Contracting Officer and are authorized to act within the limitations specified herein and written restrictions specifically imposed under the terms of the order and by the Contracting Officer. This authority shall extend to the following: inspection, acceptance, or rejection of work.

c. This designation does not include authority to direct changes in scope, price, terms or conditions of the contract or order. The authority herein also does not include authority to execute modifications to the contract or order, which require the signature of the Contracting Officer, or to bind the Government by contract in terms of a proposed contract change.

(End of Provision)

C.6 ADDITIONAL INVOICING INSTRUCTIONS

The Department of Veteran Affairs (VA) uses a third party invoicing provider named OB10 to provide electronic invoicing services.

Vendors will need to contact va.registration@ob10.com in order to begin the registration process. VA's OB10 Buyer Number is AAA544240062. Please also use VA Promo Code **VAPC7Y18** when registering. OB10 charges to use their services, but by using the Promo Code all fees will be waived and vendors will be able to use OB10 to invoice VA free of charge.

Tutorial Invoice submission: <http://www.ob10university.com/submission101.htm>

OB10 Customer Support line: 877-489-6135

Department of Veteran Affairs, Financial Service Center (FSC, Austin): 512-460-5380 (or 877-353-9791)

PLEASES INCLUDE THE PURCHASE ORDER NUMBER _____ on all invoices. For inquiries regarding payment, please contact the Financial Service Center Customer Support Help Desk at (877) 353-9791.

(End of Provision)

SECTION D - CONTRACT DOCUMENTS, EXHIBITS, OR ATTACHMENTS

D1. PERFORMANCE WORK STATEMENT (28 MAY 2013)

A. GENERAL INFORMATION

1. Destruction of Temporary Documents and Materials Containing Sensitive Information:
2. Scope of Work: The Board of Veterans' Appeals (BVA) and co-located Veteran Service Organizations (VSO) has a requirement to securely dispose of documents and materials that contain sensitive information. The bulk of this material is paper; however, CD-ROMs, floppy discs, audio tapes, printer ribbons, and other non-paper media will need to be destroyed as well. Procedures for removing and destroying these materials must be in compliance with Federal privacy laws and Department of Veterans Affairs (VA) policies including, but not limited to, VA Directive 6371 and VA Handbook 6300.1 on the destruction of sensitive records. These records must be destroyed by pulping, macerating, shredding, or otherwise definitively destroying the information contained in the records.
3. Performance Period: The period of performance is November 9, 2013, to November 8, 2014, with four (4), one (1) year option periods. Work at the government site shall not take place on Federal holidays or weekends unless directed by the CO.
4. Type of Contract: Single Award Firm-Fixed-Price contract with a base year and four (4) optional years.
5. Place of Performance: Location of facility is 425 I Street, NW, Washington, D.C. 20001. Contract will cover BVA and VSO Offices covering approximately five floors of office space.

B. CONTRACT REQUIREMENTS

1. For paper media, the contractor will provide and install 12 large wheeled totes (approx. 96 gallon capacity) and 82 small bins (approximately 30 gallon capacity and suitable for professional office space), with locks and five (5) sets of keys to be provided to the Contracting Officer's Representative (COR). The contractor will place totes and bins in rooms throughout the building as determined by the COR.
2. For non-paper multi-media, the contractor will provide and install three large wheeled totes (approx. 96 gallon capacity) and two small bins (approximately 30 gallon capacity and suitable for professional office space), with locks and five (5) sets of keys to be provided to the COR. The contractor will place totes and bins in rooms throughout the building as determined by the COR.
3. The contractor's personnel will be solely responsible for emptying all paper totes and bins every other week at a set day and time, as approved by the COR. The pick-up will occur at the same time and day each time, unless specified or approved by the COR. All paper totes and bins will be emptied each time material is picked up, regardless of how full they are.
4. Contractor must be able to provide a non-scheduled paper pick-up next day after notified by the COR.
5. The contractor's personnel will be solely responsible for emptying all non-paper, multi-media totes and bins twice per year. Pick-ups will be scheduled on as-needed basis and will be scheduled by the COR. Contractor must provide a reasonable pick-up date and time after being notified by the COR, no less than five (5) business

days after the notification. All non-paper, multi-media totes and bins will be emptied each time material is picked up, regardless of how full they are.

6. Contractor must be able to provide additional, non-scheduled non-paper pick-up next day after notified by the COR.
7. Destruction of materials will be in compliance with VA’s Records Disposition Program which states: The destruction of restricted records must be by pulping, macerating, shredding, or otherwise definitively destroying the information contained in the records. VA Handbook 6300.1, Chapter 6, Paragraph 7. The destruction must be witnessed by a BVA employee or, at BVA’s discretion, by a contractor employee certified by BVA.
8. Interim destruction of temporary paper records refers to macerating, chopping, pulverizing, or shredding of these records to a degree that may not definitively ensure that they are not readable or reconstructable to any degree, but does ensure that they are not readable or reconstructable without extraordinary effort. This destruction of temporary records is a preliminary step that will allow for secure transport of records until such time as their final destruction.
9. The final method of destruction must be pulping, macerating, or otherwise shredding to a degree that definitively ensures that temporary paper records are not readable or reconstructable to any degree. If this final destruction is performed away from a VA facility it must be performed, where practicable, by a National Association for Information Destruction (NAID) certified, bonded and insured recycler or paper mill and any intermediary processes must protect the records until final destruction is completed, definitively destroying the information contained in the records. The contractor must ensure by way of appropriate documentation and established procedures that the sensitive temporary records are fully protected from any disclosure until they are actually destroyed.
10. The Board’s preference is for a method of destruction that permits the material to be recycled while still meeting the requirements of definitively destroying the information on the documents or other non-paper media.
11. For each pick-up, regardless of the media, a Certificate of Destruction will be issued by the contractor for the material destroyed and provided to the COR no later than the next business day.

B. DELIVERABLES

All deliverables shall be scheduled with the COR

Deliverable 1	Providing and installing totes and bins in accordance with this PWS.	01 October 2013
Deliverable 2	Pickup and destruction of paper media in accordance with this PWS	Every two (2) weeks, on scheduled days and during scheduled time.
Deliverable 3	Emergency paper pickup and destruction of paper media as needed and directed and in accordance with this PWS	As needed.
Deliverable 4	Pick-up of non-paper media as needed and directed and in accordance with this PWS.	Two (2) times per year, on scheduled days and during scheduled time.
Deliverable 5	Emergency pickup and destruction of non-paper media as needed and directed and in accordance with this PWS	As needed.

D. INSPECTION AND ACCEPTANCE CRITERIA

Final inspection and acceptance of all work performed will occur at the place of delivery by the COR. Final approval and acceptance of documentation required by this PWS shall be by written letter of approval and acceptance by the COR.

E. Hours of Operation:

The vendor is responsible for conducting business, between the hours of 8:00 AM and 4:30 PM, ET Monday thru Friday except Federal holidays or when the Government facility is closed due to local or national emergencies, administrative closings, or similar Government directed facility closings.

F. Recognized Holidays:

Ten Federal holidays are set by law (USC Title 5 Section 6103). Under current definitions, four are set by date:

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

The following six Federal holidays are set by a day of the week and month:

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

G. SECURITY

Access to VA information systems will not be required during performance of this requirement.

1. Access:

Vendor personnel performing work under the anticipated contract must have a valid form of identification such as a driver license to access building. The vendor at time of submission must maintain the level of security required for the anticipated task order. This information is needed from the vendor for all key personnel at the submission of the vendor's quote.

Vendor will be given access to buildings in coordination with the COR

2. Informational Security

The Contractor shall not make copies of VA information, electronic or otherwise, except as necessary to perform the terms of the agreement or to preserve electronic information stored on Contractor electronic storage media for restoration in case any electronic equipment or data used by the Contractor needs to be restored to an operating state.

3. Physical Security

If the contract requires taking VA data to a contractor site and the data contains Personally Identifiable Information, the contractor will provide an independent physical security assessment of their facility to the COR prior to commencing work. General guidelines for physical security can be found in VA Directive 0730, Section 6 (Physical Security) and VA Memorandum (subj: IT Oversight & Compliance Information Physical Security Assessments) dated October 24, 2007.

4. Training

All Contractor and subcontractor personnel requiring access to VA information and VA information systems shall complete the following before being granted access to VA information and networks:

- a. Successfully complete VA Information Security Awareness training and annual refresher training as required
- b. Successfully complete VA Privacy Awareness training and annual refresher training as required
- c. Successfully complete any additional Information Security or Privacy training as required for VA personnel with equivalent information system access

The Contractor shall provide to the COR a copy of the training certificates for each applicable employee within 1 week of the initiation of the contract and annually thereafter, as required. These online courses are located at <https://EES-Learning.net>.

Failure to complete this mandatory training within the timeframe required will be grounds for suspension or termination of all physical and/or electronic access privileges and removal from work on the contract until such time as the training is completed.

H. Contractor Personnel Security

1. General

All contract employees who require access to the VA site(s) and/or access to VA local area network (LAN) systems shall be the subject of a background investigation and must receive a favorable adjudication from the VA Security and Investigations Center (SIC). These requirements are applicable to all subcontractor personnel requiring the same level of Background Investigation.

The level of background security investigation will be in accordance with VA Directive 0710 dated September 10, 2004 and is available at http://www1.va.gov/vapubs/viewPublication.asp?Pub_ID=487&FType=2

2. Background Investigation

The work environment is considered sensitive but unclassified. VA is required under the Homeland Security Presidential Directive (HSPD) 12 "Policy for a Common Identification Standard for Federal Employees and Contractors" to perform a National Agency Check with Inquiries (NACI) for Contractors. The NACI is a brief form of background investigation that is conducted through the Office of Personnel Management (OPM). This investigation will be conducted for Contractor staff assigned to this Contract. Contractor staff will be required to provide two forms of acceptable identification, provide a current photograph, and be finger-printed. Successful clearance is required for an employee to continue working under this Contract.

Per the PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL clause of the Federal Acquisition Regulation (FAR 52.204-9):

The Contractor shall comply with agency personal identity verification procedures identified in the contract that implement Homeland Security Presidential Directive-12 (HSPD-12), Office of Management and Budget (OMB) guidance M-05-24, and Federal Information Processing Standards Publication (FIPS PUB) Number 201.

The Contractor shall insert this clause in all subcontracts when the subcontractor is required to have physical access to a federally-controlled facility or access to a Federal information system.

3. Contractor Responsibilities

The Contractor shall bear the expense of obtaining background investigations or reciprocals of previous investigations held that meet or exceed the required investigation level. The cost of background investigations is based on the current Office of Personnel Management (OPM) rate at the time the application is processed at OPM. Fiscal Year 2012 rates are as follows: Low Risk (NACI) \$267, Moderate Risk (MBI) \$952, High Risk (BI) \$3,998 or Reciprocals \$27. VA will pay for investigations or reciprocals processed through the VA SIC and conducted by OPM in advance; however, the Contractor shall reimburse the full cost of background investigations/reciprocals to VA within 30 days of Bill of Collections received from VA. VA shall send up to three plus one final delinquent notice to the Contractor. If the Contractor does not adhere to the Bill of Collections, future invoices may be subject to be offset by VA to recoup background investigation/reciprocal costs.

Immediately after contract or task order award, the Contractor must submit the completed Attachment B form (VA Contractor Background Investigation Request Worksheet) to the COR to begin the background investigation process for all contract employees working on the contract, who will have access to VA facilities, VA systems, or privacy data.

After the VA inputs the Contractor's information from the Attachment B, the Contractor and Contractor point of contact (POC) will receive an email notification from the SIC identifying the website link that includes detailed instructions regarding completion of the background clearance application process in the Electronic Questionnaires for Investigations Processing (e-QIP) system. E-QIP is an online, Internet accessible system where the contractor employee completes the security questionnaire required to process the background investigation.

The Contractor shall prescreen all personnel who require access to VA site(s) and/or access to VA LAN systems to ensure they maintain a U.S. citizenship or Alien Registration that authorizes them to work in the U.S. and are able to read, write, speak and understand the English language.

Contractors who have a current favorable background investigation previously conducted by OPM or Defense Security Service (DSS) may be accepted through reciprocity. When a previous clearance is currently held, it does not preclude the vendor from submitting a completed Attachment B form to the COR immediately after contract or task order award for all contract employees who will be working on the contract.

Contract performance shall not commence before SIC confirmation that it has received the Contractor's investigative documents, that they are complete, and that the investigation information has been released to OPM for scheduling of the background investigation. Once the Contractor's background investigation has been released to OPM for scheduling of the background investigation or the SIC has confirmed that the verified investigation will be reciprocated, contract performance may commence. The COR will notify and forward the Contractor a copy of the Certificate of Investigation when the background investigation has been favorably completed or a Certificate of Eligibility (Form 4236) if the investigation has been reciprocated. The Contractor, if notified of an unfavorable adjudication by the Government, shall withdraw the employee from consideration from working under the contract. Failure to comply with the Contractor personnel security requirements may result in termination of the contract for default.

If the security clearance investigation is not completed prior to the start date of the contract, the contract employee may work on the contract with an "initiated background investigation" status (when received from the SIC) while the security clearance is being processed. However, the Contractor will be responsible for the actions of those contract and subcontract employees they provide to perform work for VA. In the event damage arises from work performed by Contractor personnel, under the auspices of the contract, the Contractor will be responsible for resources necessary to remedy the incident.

Should the Contractor use a vendor other than OPM or DSS to conduct investigations, the investigative company must be certified by OPM/DSS to conduct Contractor investigations. The Vendor Cage Code number must be provided to the VA SIC, which will verify the information and conclude whether access to the Government's site(s) and/or VA LAN systems can be granted.

The investigative history for Contractor personnel working under this contract must be maintained in the databases of either OPM or the Defense Industrial Security Clearance Organization (DISCO).

4. Government Responsibilities

After the COR has received Attachment B form(s) from the Contractor, the SIC will send an e-mail notification to the Contractor and their POC identifying the website link that includes detailed instructions regarding completion of the background clearance application process and what level of background was requested.

Upon receipt of required investigative documents, SIC will review the investigative documents for completion and initiate the background investigation by forwarding the investigative documents to OPM to conduct the

background investigation. If the investigative documents are not complete, the SIC will notify the vendor of deficiencies and include corrective instructions.

VA will pay for investigations and reciprocals processed through the VA SIC and conducted by OPM in advance, however, the Contractor shall reimburse the full cost of background investigations/reciprocals to VA within 30 days of Bill of Collections from VA. VA shall send up to three plus one final delinquent notice to the Contractor. If the Contractor does not adhere to the Bill of Collections, future invoices may be subject to be offset by VA to recoup background investigation costs and may be considered grounds for default.

The COR will notify and forward the Contractor a copy of the Certificate of Investigation when the background investigation has been favorably adjudicated or a Certificate of Eligibility (Form 4236) if the investigation has been reciprocated. The COR will also notify the Contractor of an unfavorable adjudication by the Government.

5. Security Incident Investigation

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 the 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.

I. Contractor Personnel

1. General

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.

The Contractor will be responsible for ensuring compliance by its employees with the security regulations of VA, VACO and other Government installations or Contractor facilities where work is performed under this Contract. This includes the safekeeping and display of a Government-provided photo ID badge for employees of the Contractor and any subcontractors while these employees are in federally owned or leased property as described in Section 21, Place of Performance. The Contractor will ensure the security of all VA and VHA property, building ID badges, key cards and standard keys issued to Contractor staff. For employees leaving the project permanently or for an extended period of time, the Contractor will return all badges, property, key cards, parking placards, and keys, etc. the same day the employees leave the project.

2. Key Personnel

The follow personnel are considered key personnel by the Government. These are skilled and experienced professional personnel that are essential for successful vendor accomplishment of the work to be performed for this requirement.

The vendor shall provide a Program Manager who shall be responsible for the performance of the work. The Program Manager, or alternate, shall have full authority to act for the vendor on all contract matters relating to daily operation of the anticipated task order. The Program Manager, or alternate, shall be available between 8:00 a.m. to 4:30p.m., Monday through Friday except Federal holidays or when the Government facility is closed for administrative reasons. This person and an alternate shall, at all times, report directly to the Contract Officer's Representative throughout the performance period.

All key personnel who require access to the VA facilities shall complete all required training and undergo the NACI background investigation. Copies of training certificates and results of the background investigation shall be provided to the COR.

3. Non Key Personnel

The non-key personnel are interchangeable; however, for security purposes the VA will require proof of identification for access to Government facilities.

Non-key personnel do not require the NACI background investigation. However, non-key personnel must be accompanied by key personnel when accessing VA facilities and handling Government property. Non-key personnel shall complete all required training and provide copies of certificates to the COR.

(End of Text)

SECTION E - SOLICITATION PROVISIONS

E.1 INTRODUCTION AND OVERVIEW

The Government intends to award a Firm-Fixed Price (FFP), multiple-year contract for secure data disposal and shredding services to a successful Service Disabled Veteran Owned Small Business (SDVOSB) offeror. All work shall be completed in accordance with the PWS. The submitted offer must follow all format and content requirements of this section to be considered for award. The successful offeror will be determined on the Lowest Price Technically Acceptable (LPTA) basis.

It is the offeror's responsibility to ensure that all content is included in the offer and that the offer is received by the Government.

(End of Provision)

E.2 SUBMISSION OF QUOTES

1. The Offeror's proposal shall be submitted electronically by the date and time indicated in the solicitation via email to Romeo.Merenov@va.gov. The Offeror's proposal shall consist of three (3) volumes. The Volumes are I -Technical, II - Past Performance, and III - Price.
2. Quote File. Offeror's responses shall be submitted in accordance with the following instructions:
 - a. Format. The submission shall be clearly indexed and logically assembled. Each volume shall be clearly identified. All pages of each volume shall be appropriately numbered. Proposal page limitations are applicable to this procurement. The Table below indicates the maximum page count (when applicable) for each volume of the Offeror's proposal. All files will be submitted as either a Microsoft Word (.doc/.docx), Microsoft Excel (.xls/.xlsx) file, or an Acrobat (.pdf) file. Font size shall be clear, readable, and business-appropriate (Times New Roman, Calibri, Arial, etc.). Tables and illustrations may use a reduced font size, but must be readable under 100% zoom view. Pages in violation of these instructions will not be evaluated.
 - b. Content Requirements. All information shall be confined to the appropriate file. The Offeror shall confine submissions to essential matters, sufficient to define the proposal and provide an adequate basis for evaluation. Offerors are responsible for including sufficient details, in a concise manner, to permit a complete and accurate evaluation of each proposal. The titles and page limits requirements for each file are shown in the Table below:

Volume Number	Factor	Page Limitations*
Volume I	Technical	10
Volume II	Past Performance	5
Volume III	Price	10

Note: A Table of Contents, a glossary of abbreviations or acronyms, or a cover letter will not be included in the page count of the technical Volume.

- (i) Volume I – TECHNICAL FACTOR. Offerors shall propose a detailed approach that addresses the work required by the PWS.
- (ii) Volume II – PAST PERFORMANCE FACTOR. Offerors shall submit a list of at least three (3) contracts (prime contracts, task/delivery orders, and/or major subcontracts) in performance at any point during the three [3] years prior to the proposal submission date or ongoing contracts, which are relevant to the efforts required by this solicitation. This volume shall be organized into the following sections:
 - (1) Section 1 – Contract Descriptions. This section shall include the following information:
 - (a) Contractor/Subcontractor place of performance. If the work was performed as a subcontractor, also provide the name of the prime contractor and Point of Contact (POC) within the prime contractor organization (name, current e-mail address, and telephone numbers).
 - (b) Government’s technical representative/COR, and current e-mail address, telephone numbers.
 - (c) Government contract administration activity and the Administrative Contracting Officer's name, current e-mail address, and telephone numbers.
 - (e) Awarded price/cost.
 - (f) Final or projected final price/cost.
 - (2) Section 2 - Performance. Offerors shall provide a specific narrative explanation of each contract listed in Section 1 describing the objectives achieved and detailing how the effort is relevant to the requirements of this solicitation. For any contract(s)/task order(s) that did not/do not meet original schedule or technical performance requirements, provide a brief explanation of the reason(s) for the shortcoming(s) and any corrective action(s) taken to avoid recurrence. The Offerors shall indicate if any of the contracts listed were terminated and the type and reasons for the termination.
- (iii) Volume III – PRICE FACTOR. The Offeror shall propose a price for all functional areas within the schedule. The Offeror may use the format of Section B.2 (Price Schedule) or provide another form or format that identifies pricing for all required items. The Offeror shall clearly state how non-scheduled services (CLIN 0007, 0009, 1007, 1009, etc.) are priced.

E.3 BASIS OF AWARD

Any award will be made based on the Lowest Price Technically Acceptable (LPTA) proposal, with appropriate consideration given to the three (3) factors: Technical, Past Performance, and Price. The technical acceptability shall be considered the most important factor. All technically acceptable offerors shall be treated equally except for their prices. Failure to meet a requirement and/or omissions may result in an offer being determined technically unacceptable. Offerors must clearly identify any exception to the solicitation and provide accompanying rationale.

The Government intends to select one SDVOSB contractor for award, whose offer is found technically acceptable and provides the lowest price.

E.4 EVALUATION CRITERIA

The Government will evaluate quotes and make a **Technically Acceptable** determination based on the evaluation of non-price and price factors. The factors are:

a. Factor I. Technical

Evaluation of the Technical factor will apply to the following criteria and all areas will have to meet or exceed the requirements of the PWS in order to be considered Acceptable:

- (1) Understanding of the Problem/Adequacy of Response: The proposal will be evaluated to determine the extent to which it demonstrates a clear understanding of all features involved in solving the problems and meeting the requirements presented in the PWS. The evaluation will determine whether the requirements specified in the PWS have been completely considered, addressed, and satisfied. The evaluation will also determine whether or not the quote was submitted in accordance with the proposal submission section of the solicitation.
- (2) Feasibility of Approach: The quote will be evaluated to determine the extent to which the proposed approach is workable and the end results achievable. The quote will be evaluated to determine the level of confidence provided the Government with respect to the offeror's methods and approach in successfully meeting the requirements in a timely manner. The quote will be evaluated to determine the extent to which the offeror is expected to be able to successfully complete the proposed tasks and technical requirements within the required schedule.
- (3) Qualifications/Personnel: The quote will be evaluated to determine the extent to which the offeror demonstrates the availability and degree of commitment of personnel with technical expertise or experience. Also considered will be the offeror's quality assurance program or strategy.

b. Factor II. Past Performance

The Past Performance factor evaluation will assess the relative risks associated with an offeror's likelihood of success in fulfilling the solicitation's requirements as indicated by that offeror's record of past performance in handling contracts of similar type, size, and scope. The Government will conduct a performance assessment based on the quality, relevancy and recentness of the offeror's past performance as it relates to

the probability of successful accomplishment of the required effort. Offerors will be cautioned that, in conducting the performance risk assessment, the Government may use data provided in the offeror's proposal as well as data obtained from any other source, including the Past Performance Information Retrieval System (PPIRS). Since the Government may not necessarily interview all of the sources provided by the offerors, it is incumbent upon the offerors to explain the relevance of the data provided. Offerors are reminded that the burden of proving low performance risk rests with the offerors.

IF THE OFFEROR HAS NO RELEVANT PAST PERFORMANCE, it shall affirmatively stated that no relevant past performance is available.

c. Factor III. Price

- (1) Fixed Price: The Government will evaluate price by considering all price factors, including separately priced items, annual cost, and total cost.

(End of Provision)

E.3 52.212-3 -- OFFEROR REPRESENTATIONS AND CERTIFICATIONS-COMMERCIAL ITEMS (DEC 2012)

An offeror shall complete only paragraphs (b) of this provision if the offeror has completed the annual representations and certificates electronically via <https://www.acquisition.gov> . If an offeror has not completed the annual representations and certifications electronically at the ORCA website, the offeror shall complete only paragraphs (c) through (o) 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.

“Inverted domestic corporation,” as used in this section, means a foreign incorporated entity which is treated as an inverted domestic corporation under 6 U.S.C. 395(b), *i.e.*, a corporation that used to be incorporated in the United States, or used to be a partnership in the United States, but now is incorporated in a foreign country, or is a subsidiary whose parent corporation is incorporated in a foreign country, that meets the criteria specified in 6 U.S.C. 395(b), applied in accordance with the rules and definitions of 6 U.S.C. 395(c). An inverted domestic corporation as herein defined does not meet the definition of an inverted domestic corporation as defined by the Internal Revenue Code at 26 U.S.C. 7874.

“Manufactured end product” means any end product in Federal Supply Classes (FSC) 1000-9999, except—

- (1) FSC 5510, Lumber and Related Basic Wood Materials;
- (2) Federal Supply Group (FSG) 87, Agricultural Supplies;
- (3) FSG 88, Live Animals;
- (4) FSG 89, Food and Related Consumables;

- (5) FSC 9410, Crude Grades of Plant Materials;
- (6) FSC 9430, Miscellaneous Crude Animal Products, Inedible;
- (7) FSC 9440, Miscellaneous Crude Agricultural and Forestry Products;
- (8) FSC 9610, Ores;
- (9) FSC 9620, Minerals, Natural and Synthetic; and
- (10) FSC 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.

“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.

“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.

“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 the 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 posted on the Online Representations and Certifications Application (ORCA) website.
- (2) The offeror has completed the annual representations and certifications electronically via the ORCA website accessed through <https://www.acquisition.gov> . After reviewing the ORCA database information, the offeror verifies by submission of this offer that the representation and certifications currently posted electronically at FAR 52.212-3, Offeror Representations and Certifications— Commercial Items, have been entered or updated in the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201), except for paragraphs _____. *[Offeror to identify the applicable paragraphs at (c) through (o) of this provision that the offeror has completed for the purposes of this solicitation only, if any. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer. Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted electronically on ORCA.]*

(c) Offerors must complete the following representations when the resulting contract is to 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, for general statistical purposes, 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.

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

(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.

(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) [Complete only if the solicitation contains the clause at FAR 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns, or FAR 52.219-25, Small Disadvantaged

Business Participation Program—Disadvantaged Status and Reporting, and the offeror desires a benefit based on its disadvantaged status.]

(i) *General.* The offeror represents that either—

(A) It is, is not certified by the Small Business Administration as a small disadvantaged business concern and identified, on the date of this representation, as a certified small disadvantaged business concern in the CCR Dynamic Small Business Search database maintained by the Small Business Administration, and that no material change in disadvantaged ownership and control has occurred since its certification, and, where the concern is owned by one or more individuals claiming disadvantaged status, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); or

(B) It has, has not submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(ii) *Joint Ventures under the Price Evaluation Adjustment for Small Disadvantaged Business Concerns.* The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements in 13 CFR 124.1002(f) and that the representation in paragraph (c)(10)(i) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. [*The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture: _____.*]

(11) 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 changes in ownership and control, principal office, or HUBZone employee percentage have occurred since it was certified in accordance with 13 CFR part 126; and

(ii) It is, is not a HUBZone joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (c)(11)(i) of this provision is accurate for each HUBZone small business concern participating in the HUBZone joint venture. [*The offeror shall enter the names of each of the HUBZone small business concerns participating in the HUBZone joint venture: _____.*] Each HUBZone small business concern participating in the HUBZone 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 Act Certificate*. (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy American Act – 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 Act—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 Act -- Free Trade Agreements -- Israeli Trade Act Certificate*. (Applies only if the clause at FAR 52.225-3, Buy American Act -- 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 Act--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, Panamanina, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled “Buy American Act—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) or this provision) as defined in the clause of this solicitation entitled "Buy American Act—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 Act—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 Act—Free Trade Agreements—Israeli Trade Act":

Canadian End Products:

Line Item No.:

[List as necessary]

(3) *Buy American Act—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 Act--Free Trade Agreements--Israeli Trade Act":

Canadian or Israeli End Products:

Line Item No.:	Country of Origin:

[List as necessary]

(4) *Buy American Act—Free Trade Agreements—Israeli Trade Act Certificate, Alternate III.* If Alternate III to the clause at 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 Act—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 Act. 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; and

(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 \$3,000 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. §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. §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. §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). [The Contracting Officer must list in paragraph (i)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at 22.1503(b).]

(1) Listed End Product

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 Act. (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 Act 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 a central contractor registration database 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) *Relation to Internal Revenue Code.* An inverted domestic corporation as herein defined does not meet the definition of an inverted domestic corporation as defined by the Internal Revenue Code 25 U.S.C. 7874.

(2) *Representation.* By submission of its offer, the offeror represents that—

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

(ii) It 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 Certification. 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 \$3,000 with Iran’s Revolutionary Guard Corps or any of its officials, agents, or affiliates, the property and interests in property of which are blocked pursuant to the International Emergency Economic Powers Act (50(U.S.C. 1701 et seq.) (see OFAC’s Specially Designated Nationals and Blocked Persons List at <http://www.treasury.gov/ofac/downloads/t11sdn.pdf>).

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

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

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

(End of Provision)

E.4 52.252-1 -- SOLICITATION PROVISIONS AND CONTRACT CLAUSES (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>
- <http://www.va.gov/oal/library/vaar>

FAR Number	Title	Date
52.217-5	EVALUATION OF OPTIONS	JUL 1990

(End of Provision)

E.5 VAAR 852.252-70 SOLICITATION PROVISIONS OR CLAUSES INCORPORATED BY REFERENCE (JAN 2008)

The following provisions or clauses incorporated by reference in this solicitation must be completed by the offeror or prospective contractor and submitted with the quotation or offer. Copies of these provisions or clauses are available on the Internet at the Web sites provided in the provision at FAR 52.252-1, Solicitation Provisions Incorporated by Reference, or the clause at FAR 52.252-2, Clauses Incorporated by Reference. Copies may also be obtained from the contracting officer.

FAR Number	Title	Date
852.209-70	ORGANIZATIONAL CONFLICTS OF INTEREST	JAN 2008
852.219-11	VA NOTICE OF TOTAL VETERAN-OWNED SMALL BUSINESS SET-ASIDE	DEC 2009
852.237-70	CONTRACTOR RESPONSIBILITIES	APR 1984
852.273-70	LATE OFFERS	JAN 2003
852.273-74	AWARD WITHOUT EXCHANGES	JAN 2003

(End of Provision)