

Dane County Contract Cover Sheet

Res 454
Significant

Dept./Division	Alliant Energy Center
Vendor Name	U.S. Department of Veterans Affairs
Vendor MUNIS #	17510
Brief Contract Title/Description	Agreement for the Alliant Energy Center to host the 2020 National Veterans Golden Age Games.
Contract Term	June 21, 2020 through June 28, 2020
Total Contract Amount	\$ 231,400

Contract # <small>Admin will assign</small>	13906
Addendum	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Type of Contract	
<input type="checkbox"/>	Dane County Contract
<input type="checkbox"/>	Grant
<input type="checkbox"/>	County Lessee
<input checked="" type="checkbox"/>	County Lessor
<input type="checkbox"/>	Intergovernmental
<input type="checkbox"/>	Purchase of Property
<input type="checkbox"/>	Property Sale
<input checked="" type="checkbox"/>	Other

Purchasing Authority	<input type="checkbox"/> \$10,000 or under – Best Judgment (1 quote required)
	<input type="checkbox"/> Between \$10,000 – \$36,000 (\$0 – \$25,000 Public Works) (3 quotes required)
	<input type="checkbox"/> Over \$36,000 (\$25,000 Public Works) (Formal RFB/RFP required) RFB/RFP # _____
	<input type="checkbox"/> Bid Waiver – \$36,000 or under (\$25,000 or under Public Works)
	<input type="checkbox"/> Bid Waiver – Over \$36,000 (N/A to Public Works)
	<input checked="" type="checkbox"/> N/A – Grants, Leases, Intergovernmental, Property Purchase/Sale, Other

MUNIS Req.	Org Code	Obj Code	Amount	\$
Req #	Org Code	Obj Code	Amount	\$
Year	Org Code	Obj Code	Amount	\$

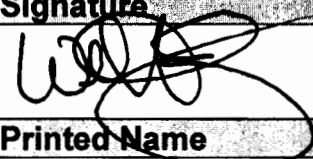
Resolution	A resolution is required if the contract exceeds \$100,000 (\$40,000 Public Works). A copy of the Resolution must be attached to the contract cover sheet.	
	<input type="checkbox"/> Contract does not exceed \$100,000 (\$40,000 Public Works) – a resolution is not required.	
	<input checked="" type="checkbox"/> Contract exceeds \$100,000 (\$40,000 Public Works) – resolution required.	Res # 454
	<input checked="" type="checkbox"/> A copy of the Resolution is attached to the contract cover sheet.	Year 2019

Contract Review/Approvals				
Initials	Dept.	Date In	Date Out	Comments
<i>MG</i>	Received by DOA	1-17-20		
<i>W</i>	Controller		1/21/20	
<i>PCP</i>	Purchasing	1/22/20	1/22/20	
<i>W</i>	Corporation Counsel	1/21/2020	1/21/2020	
<i>W</i>	Risk Management	1/22/2020	1/22/2020	
<i>W</i>	County Executive			

Dane County Dept. Contact Info		Vendor Contact Info	
Name	Bill Franz	Name	Jaime Belletto
Phone #	(608) 267-3985	Phone #	(240) 215-1625
Email	franz@alliantenergycenter.com	Email	Jaime.Belletto1@va.gov
Address	1919 Alliant Energy Center Madison, WI 53731	Address	5202 Presidents Court, Suite 103 Frederick, MD 21703

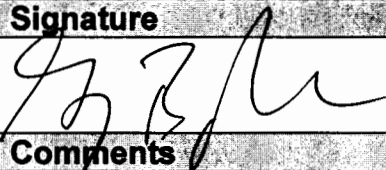
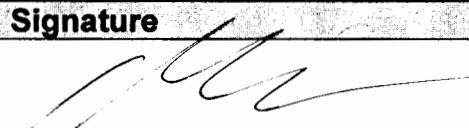
Certification:	
The attached contract is a:	
<input type="checkbox"/>	Dane County Contract <u>without</u> any modifications.
<input type="checkbox"/>	Dane County Contract <u>with</u> modifications. The modifications have been reviewed by:
<input checked="" type="checkbox"/>	Non-standard contract.

Contract Cover Sheet Signature

Department Approval of Contract		
Dept. Head / Authorized Designee	Signature	Date
		1-14-20
	Printed Name	
	William Franz	

Contracts Exceeding \$100,000

Major Contracts Review – DCO Sect. 25.11(3)

Director of Administration	Signature	Date
		2-2-20
	Comments	
Corporation Counsel	Signature	Date
		1/21/20
	Comments	



Alliant Energy Center

Exhibition Hall ■ Veterans Memorial Coliseum ■ Willow Island
New Holland Pavilions ■ Arena

January 15, 2020

Michelle,

Attached is an agreement for the Alliant Energy Center to host the 2020 National Veterans Golden Age Games. This agreement is with the U.S. Department of Veterans Affairs who requires the County to sign the agreement prior to sending it to them for signature. I just wanted to give everyone a heads up that this contract will be going through the County's approval process prior to being signed by Veterans Affairs. Please let know if you have any questions.

Thanks,
Bill Franz
Assistant Center Manager - CFO

AUTHORIZING A LEASE BETWEEN THE ALLIANT ENERGY CENTER OF DANE COUNTY AND THE U.S. DEPARTMENT OF VETERANS AFFAIRS

The U.S. Department of Veterans Affairs and the Alliant Energy Center have negotiated a lease to host the 2020 National Veterans Golden Age Games at the Alliant Energy Center. The National Veterans Golden Age Games is the premier senior adaptive rehabilitation program in the United States, and the only national multi-event sports and recreational seniors' competition program designed to improve the quality of life for all older veterans, including those with a wide range of abilities and disabilities. The Games serve as a qualifying event for competition in the National Senior Games in several competitive events. The \$231,400 lease agreement includes an ingress and egress day, as well as the events days of June 22-27, 2020.

In addition to the rental fee listed above all approved parking charges will be assessed for the Games and additional revenues will be paid by the show for personnel, equipment and services to the show in addition to those specifically listed in the contract.

NOW, THEREFORE BE IT RESOLVED, that the lease agreement with the U.S. Department of Veterans Affairs, 5202 Presidents Court, Suite 103, Frederick, MD 21703 is hereby approved.

BE IT FINALLY RESOLVED, that the County Executive and County Clerk are authorized to sign the lease agreement.

13906

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

1. REQUISITION NO.
101-20-1-4583-0001
PAGE 1 OF 31

2. CONTRACT NO. 36C10X20C0011
3. AWARD/EFFECTIVE DATE 06-20-2020
4. ORDER NO.
5. SOLICITATION NUMBER N/A
6. SOLICITATION ISSUE DATE

7. FOR SOLICITATION INFORMATION CALL:
a. NAME Jaime Belletto
b. TELEPHONE NO. (No Collect Calls) 240-215-1625
8. OFFER DUE DATE/LOCAL TIME

9. ISSUED BY Strategic Acquisition Center - Frederick Department of Veterans Affairs
5202 Presidents Court, Suite 103 Frederick MD 21703
CODE 36C10X
10. THIS ACQUISITION IS UNRESTRICTED OR SET ASIDE: _____ % FOR:
 SMALL BUSINESS WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM NAICS: 531120
 HUBZONE SMALL BUSINESS EDWOSB SIZE STANDARD: \$30 Million
 SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS 8(A)

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 U.S. Department of Veterans Affairs OPAL | Strategic Acquisition Center 5202 Presidents Court, Suite 103 Frederick MD 21703
CODE 36C10X
16. ADMINISTERED BY Strategic Acquisition Center - Frederick Department of Veterans Affairs 5202 Presidents Court, Suite 103 Frederick MD 21703
CODE 36C10X

17a. CONTRACTOR/OFFEROR DANE COUNTY OF DANE COUNTY CITY HALL 210 MARTIN LUTHER KING JR BLVD RM 507 MADISON WI 53703
CODE 3L9D7 FACILITY CODE
TELEPHONE NO. DUNS: 076148766 DUNS+4:
18a. PAYMENT WILL BE MADE BY U.S. Department of Veterans Affairs Financial Services Center PO BOX 149971 (see Section B.3 invoicing/payment) Austin TX 78714-8917
CODE VAFSC PHONE: 1-(877)-489-6135 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 SCHEDULE OF SUPPLIES/SERVICES	21 QUANTITY	22 UNIT	23 UNIT PRICE	24 AMOUNT
	See CONTINUATION Page 2020 National Veteran Golden Ages Games Madison Wisconsin June 20, 2020 - June 28, 2020 DUNS: 076148766 TIN: CAGE: Please reference PO IFCAP number 101-C00111 when invoicing. (Use Reverse and/or Attach Additional Sheets as Necessary)				

25. ACCOUNTING AND APPROPRIATION DATA See CONTINUATION Page
26. TOTAL AWARD AMOUNT (For Govt. Use Only) \$231,400.00

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) Melissa Maloy Contracting Officer
31c. DATE SIGNED

Table of Contents

SECTION A 1
 A.1 SF 1449 SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS..... 1

SECTION B 3
 B.1 CONTRACT ADMINISTRATION DATA..... 3
 B.2 STATEMENT OF WORK 4
 B.3 PRICE/COST SCHEDULE12

SECTION C - CONTRACT CLAUSES14
 C.1 FAR 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)14
 C.2 FAR 52.203-17 CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND
 REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (APR
 2014)..... 14
 C.3 FAR 52.212-4 CONTRACT TERMS AND CONDITIONS—COMMERCIAL ITEMS
 (OCT 2018)14
 C.4 FAR 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO
 IMPLEMENT STATUTES OR EXECUTIVE ORDERS—COMMERCIAL ITEMS (OCT
 2018) ALTERNATE I (FEB 2000)21
 C.5 FAR 52.216-24 LIMITATION OF GOVERNMENT LIABILITY (APR 1984)28
 C.6 VAAR 852.203-70 COMMERCIAL ADVERTISING (MAY 2018)29
 C.7 VAAR 852.232-72 ELECTRONIC SUBMISSION OF PAYMENT REQUESTS (NOV
 2018).....29
 C.8 VAAR 852.270-1 REPRESENTATIVES OF CONTRACTING OFFICERS (JAN 2008)
 30

SECTION D - CONTRACT DOCUMENTS, EXHIBITS, OR ATTACHMENTS31

SECTION B

B.1 CONTRACT ADMINISTRATION DATA

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

- a. CONTRACTOR: Alliant Energy Convention Center
1919 Alliant Energy Center Way,
Madison, Wisconsin 53713

- b. GOVERNMENT: Contracting Officer 36C10X
Strategic Acquisition Center - Frederick
Department of Veterans Affairs
5202 Presidents Court, Suite 103
Frederick MD 21703

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

- 52.232-33, Payment by Electronic Funds Transfer—System For Award Management, or
- 52.232-36, Payment by Third Party

3. INVOICES: Invoices shall be submitted in arrears:

- a. Quarterly
- b. Semi-Annually
- c. Other Upon Delivery and acceptance of Government

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

*** The IFCAP Purchase Order number: **101-C00111** MUST be included on all invoices.

*** The Contract/Order number: **36C10X20C0011** MUST be included on all invoices.

Contracting POC: Melissa Maloy at Melissa.Maloy@va.gov
Contracting Officer's Representative (COR) POC: Jeanene LeSure at Jeanene.LeSure@va.gov

TUNGSTEN (f/k/a OB10) ELECTRONIC INVOICE SUBMISSION

FSC e-INVOICE PROGRAM THRU AUSTIN PORTAL FSC MANDATORY ELECTRONIC INVOICE SUBMISSION FOR AUSTIN PAYMENTS

Vendor Electronic Invoice Submission Methods:

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

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

Vendor e-invoice Set-up information:

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

- Tungsten e-Invoice setup information: 1-877-489-6135
- Tungsten e-Invoice email: VA.Registration@tungsten-network.com
- VA TUNGSTEN Number: AAA544240062
- FSC e-Invoice contact information: 1-877-353-9791
- FSC e-Invoice email:
- <http://www.fsc.va.gov/einvoice.asp>

COMMUNICATIONS:

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

B.2 STATEMENT OF WORK

1.0 BACKGROUND

The National Veterans Golden Age Games (NVGAG) is the premier senior adaptive rehabilitation program in the United States, and the only national multi-event sports and recreational seniors' competition program designed to improve the quality of life for all older 'Acquisition, the most progressive and adaptive rehabilitative senior sports programs in the world. The Games serve as a qualifying event for competition in the National Senior Games in several competitive events.

2.0 SCOPE

The purpose of this requirement is to secure the main event space and services required to host the 34th **National Veterans Golden Age Games** (*Client*) at the **Dane County / Alliant Energy Center** (*Contractor*) in Madison, Wisconsin. This support includes event needs and space to host a multi-sports event expecting approximately 3,100 in attendance, to include: nearly 900 senior Veterans, 200 VA staff, 1500 volunteers and other guests/spouses/caregivers/sponsors, or public spectators. The Alliant Energy Center should anticipate approximately 75-100 of these Veterans to be in wheelchairs/scooters. The Alliant Energy Center is located at 1919 Alliant Energy Center Way, Madison, Wisconsin 53713.

3.0 REFERENCES/CONTACTS

- National Veterans Golden Age Games - www.veteransgoldenagegames.va.gov
- **Jeanene LeSure**- Main Contact/Contracting Officer Representative (COR)
Phone - (813) 610-6437- cell Email - jeanene.lesure@va.gov
- **2020 Event Schedule** – This is a tentative event schedule that is subject to change. Final version will be provided to Contractor within five (5) business days post-contract award.
- See Attachment A in Section D
- **Eric Reichert | Senior Alliant Energy Center Account Manager**
22 E. Mifflin St., Suite 200 | Madison, WI 53703
D: 608-441-3944
Reichert@visitmadison.com

4.0 PLACE OF PERFORMANCE

The location where the Contractor will be required to provide work is:

Alliant Energy Center
1919 Alliant Energy Center Way
Madison, Wisconsin 53713

The Contractor's on-site personnel will be required to wear proper identification always while working at the Alliant Energy Center. The client shall be required to comply with all security and personnel identification processes required by the Contractor.

5.0 PERIOD OF PERFORMANCE

June 20, 2020 - June 28, 2020

6.0 SPECIAL REQUIREMENTS

Contractor will be required to provide the facility space, labor, equipment, electricity, minimal audio-visual needs within the Exhibition Halls, parking and decorating services required as outlined by the Client below:

CENTER FACILITY RENTAL (daily building access times are 6:00am – 11:00pm)

- (Move-in Days) Saturday, June 20, 2020 – Monday, June 22, 2020: Exhibition Halls A – D, Mendota 1 – 8
- Monday, June 22, 2020: Parade of Athletes Ceremony– Veterans Memorial Coliseum
- (Move-in Day) Monday, June 22, 2020: Arena Building & Concrete Slab/Patio area outside of Arena (evening move-in after 6:00pm)
- Tuesday, June 23, 2020 – Wednesday, June 24, 2020: Willow Island (additional \$6,110)
- Tuesday, June 23, 2020 – Saturday, June 27, 2020: Exhibition Halls A – D, Mendota 1 – 8, Arena Building & Concrete Slab/Patio area outside of Arena
- (Start of Move-out) Saturday, June 27, 2020: Exhibition Halls A – D, Mendota 1 – 8, Arena Building & Concrete Slab outside of Arena
- (Final Move-out Day) Sunday, June 28, 2020: Exhibition Halls A – B, Mendota 1 – 8, Arena Building & Concrete Slab/Patio area outside of Arena

Alliant Energy Center Administrative “Admin” Room/Area Breakdown (pricing is included with above facility rentals):

- Hall D- Basketball and Badminton – Closed concession stand
- Hall C- Table Tennis, Cornhole Exhibition
- Hall B- “Fitness for Life” Exercise area & Expo (June 20-22nd); then evening of June 22-June 27th it becomes “Fitness for Life” Exercise area & Dining area & “Athlete Village” - Open concession stand (AFTER June 22nd Expo/Registration check-in closes)
- Hall A- Boccia – Closed concession stand
- Lobby – Expo; S.A.F.E. Assessment against wall by hotel walkway; Wall of Heroes; Internet Café
- Show Office 1- Signs & Banners Storage
- Show Office 2- Invacare Wheelchair Repair
- Show Office 3- Lactation Room
- Show Office 4- Meal Card Customer Service Center
- Show Office 5- Registration check-in Troubleshooting / VIP Room

- Show Office 6 – VCS Storage
- Hallway between M Rooms- Dominoes Exhibition
- “A” Space between M Rooms – TeamIP Memorabilia (all week); Dining area and “Athlete Village” (June 20-22nd), then becomes Medal Ceremonies (evening of June 22-27th)
- M-8 - National Officials & Events Results Entry (with pipe & drape divider)
- M-7- OI&T
- M-6- Media Center
- M-5- Volunteers
- M-4- Command Center
- M-3- Whole Health Sessions / Athlete Forum / Coaches Mtg
- M-2- Medals Pick-up/Storage
- M-1- Medical
- Wall to the right of M-1 – Chess Federation Booth
- Arena – Horseshoes
- Coliseum – Parade of Athletes Ceremony

Contractor will provide Manager(s) on Duty at all times before guests arrive and after the last person leaves any of the Alliant buildings. Manager(s) on Duty will be available via radio and cell phone and will communicate with all other Contractor departments, if there is a need. One (1) Contractor radio will be provided to Client's Main Contact/COR or designee from June 20-28, 2020 to maintain communication of needs/issues that may arise. Client's Main Contact/COR may elect to assign the radio to a NVGAG event management staffer in the Command Center during the times when Main Contact/COR is at off-site venues. **NO additional space, equipment, labor or catering services from Client may be approved by Contractor without the PRIOR consent of the Client's Main Contact/COR.**

ANCILLARIES (without additional cost to Client):

- Client will be provided with assigned event coordinator to help with planning and operations before and during the period of performance
- Overhead lighting during the entire period of performance.
- Dirt removal in Arena Building on morning of Monday, June 22, 2022.
- Normal air conditioning on June 20-28, 2022.
- Tables and chairs to be provided by Contractor in Mendota 1 – 8 (as needed), “A”-space for Medal Ceremonies, and Exhibit Hall (up to 400 tables, up to 800 chairs in Exhibit Hall), according to custom room set-ups/CADs that will provided by Client no later than two weeks before start of period of performance (one-time set-up complimentary for each room/area).
- Picnic tables to be provided by Contractor on Willow Island for June 23-24, 2020 for the blind disc golf competition. The Client permitted to bring their own/rented tents, portable toilets, etc.

- Picnic tables and barricades to block off the north side of that area near the Coliseum in order to control one-way in/out access for attendees to be provided by Contractor on Arena outside courtyard/patio area for midweek BratFest on Thursday, June 25, 2020. Local planning team (LOC) will contract tables, chairs, and port-a-potties from external vendors for this event, as weather-related issues prohibit Contractor from supplying tables and chairs outdoors.
- Contractor will provide complimentary access to all loading dock bays accessing Exhibit Halls A-D to stage trucks for loading and unloading beginning after 2:00pm on June 19, 2020 through the entire period of performance.

MARQUEE & WEBSITE:

- (use any versions of provided NVGAG logo):
Welcome 34th National Veterans Golden Age Games
June 22-27, 2020
- Client will provide Contractor with access to NVGAG Public Affairs team for media promotions appropriate to be linked on Contractor's website.

DECORATOR SERVICES / EQUIPMENT

REGISTRATION / HEALTH & WELLNESS EXPO:

- Up to fifty (50) skirted (any main basic color) registration tables with two (2) chairs per table
- Up to one thousand (1,000) feet of pipe and drape
- Up to one hundred (100) Exhibit Booth Packages – Each Booth Package includes: (1) – 8' Skirted table, (2) – Chairs, 8' High Back Drape, 3' High Side Drape, (1) – Wastebasket, (1) Exhibitor Sign (additional booth packages to be invoiced, if needed, at \$50.00 per booth package)
- Labor for hanging expo aisle signs (i.e.- 100, 200, 300, etc.) from the ceiling in Exhibit Halls B-C, as needed, for the Expo.
- Digital design of the exhibitor layout for the Expo.

CARPETING:

- Carpeting for up to 30,000 square feet in Exhibition Hall Space, if needed

PARADE OF ATHLETES CEREMONY (Coliseum):

- Will be held on June 22nd from 6:00 – 7:30pm, with set-up/breakdown permitted all day.

- Contractor will supply chairs on the floor for 1,000, allowing room for attendees in wheelchairs/scooters and support staff who need to sit close to their Veterans, seating facing back wall (loading dock area).
- Spectators, most coaches, and staff will sit in the coliseum stadium seating areas to the right and left of the stage. Contractor to provide the best seating layout options for the floor to meet event needs.
- Client will have access to coliseum two (2) loading dock bays for June 22nd only as an alternate unloading/loading for the accessible transportation.
- Contractor will provide a stage with one (1) accessible ramp, or comparable accessible services, to the left or right of the stage. Contractor will also provide one (1) 8'x30' OR 6'x30" table with black fitted linens and six (6) total chairs to be set on the stage. The client will supply flags and VA podium to be placed on stage for the ceremony.
- Client intends to contract two (2) projector screens and full A/V services via external Contractor.
- Contractor will provide a black pipe & drape background for stage (included with 100 ft).

BRATFEST (Courtyard/picnic area outside of Arena)

- Contractor will provide a 16'x16' stage for a total of \$665.

SET-UP REQUIREMENTS:

- Client may use own easels outside each contracted room/space during the event, if needed.
- Client may provide own small portable audio (PA) systems inside Exhibit Halls, Menona 1 – 8, "A"-space and Arena ONLY.
- Contractor will set-up an air wall, with three (3) end panels removed on each end between each Exhibit Halls A-D for the entire period of performance.
- Client may utilize externally printed peel and stick graphics, ONLY IF PRE-APPROVED by Alliant Energy Center, on the Exhibit Hall front windows and Alliant hard flooring for directional and promotional purposes during the Event.

HOUSEKEEPING REQUIREMENTS:

- Standard restroom and lobby monitoring apply.
- Extra attention to male restrooms and handicap stalls will be required.

- Be prepared for minor water spills on Exhibit Halls due to water towers ordered through Centerplate Catering, and any medical personnel ice coolers.
- No housekeeping is permitted in any locked Admin Rooms /Areas after event hours for security reasons.

AMBASSADOR SERVICES:

- Expect NVGAG contracted vans/buses on a consistent flow in and out of the front roads located outside of Alliant Energy Center, June 20-27, 2020, during event hours only. The Client is contracting a Transportation Company to provide transportation services of motor coaches, public transit buses, school buses and/or paratransit/ADA vehicles. All vans/buses/vehicles will stage at other contracted off-site parking locations overnight during the 2020 NVGAG. Modular ramps may be staged in the bus loading/unloading area between June 20-28th for accessible transportation needs.

KEY LOCKS

- The door locks will be rekeyed for the below administrative rooms/offices:
 - Show/Lobby Office 1- Signs & Banners Storage
 - Show/Lobby Office 2- Invacare Wheelchair Repair
 - Show/Lobby Office 3- Lactation Room
 - Show/Lobby Office 4- Meal Card (after Expo)
 - Show/Lobby Office 5- VIP Room
 - Show/Lobby Office 6 – TBD
 - East/West Hallway between M Rooms- Dominoes Exhibition
 - M-8 - National Officials & Events Results Entry (with pipe & drape divider)
 - M-7- OI&T
 - M-6- Media Center
 - M-5- Volunteers
 - M-4- Command Center
 - M-3- Whole Health Sessions / Athlete Forum / Coaches Mtg
 - M-2- Medals Pickup/Storage
 - M-1- Medical
- Four (4) keys will be provided to the Client per the above-requested room. These rooms will remain locked with key entry only. The client is responsible for maintaining a key sign-in/out during the event, and turning in all keys by the conclusion of the contracted period of performance. Total for all key work, including labor, is \$1,500.

FORKLIFTS

- Contractor will provide two (1) forklifts to Client during the below ingress/egress days.
 - June 20-21, 2020 AND June 28, 2020
- Forklift may be driven by Client's trained staff and proof of training will be provided by Client no more than one month prior to the start of the period of performance.

TELEPHONE LAND LINES AND DEVICES

- Client requests seven (8) telephone landlines and seven (8) telephones, with no headsets, as designated in the following room locations for the listed dates:
 - Command Center (M4)- 3 lines – June 20-28th
 - Medical Suite (M1)- 2 lines – June 21-27th
 - Media Center (M6)- 1 line – June 21-27th
 - Volunteers Check-in/out (M5)- 2 lines – June 20-28th

AUDIO-VISUAL (A/V)

- Client will have access to building sound system with a microphone in both Exhibition Hall and Veterans Memorial Coliseum for June 20-28th
- Client will have access to supply messages for the Contractor's electronic access boards within the Alliant Energy Center for communication during event.
- Client will have access to Video Scoreboard in Veterans Memorial Coliseum for Parade of Athletes Ceremony on June 22nd (operator not included)
- Contractor will provide the A/V capabilities for Client to project video picture and sound (one 10.5 x 14 Front projection screen and one 5,000 lumen projector) on June 27th from 6am-9pm for the final Medal Ceremony/Passing of the Torch located in "A"-space. Total for this, including labor, is \$600.
- Client will have access to audio systems and microphones in the Arena during rental days.
- Client plans to contract A/V speaker/amp support for band entertainment to plug into via the same contractor who will supply A/V support in the Coliseum for the Parade of Athletes Ceremony.

ELECTRICITY

- Up to fifteen (15) electrical drops for nine (9) days, June 20-28, 2020
- Up to three (3) electrical drops for one (1) day, June 25, 2020 in the courtyard/patio area outside of the Arena, for the Bratfest. These drops will be primarily utilized to supply electricity for large cooling fans. This will impose NO additional cost to Client.
- Client permitted to utilize own extension cords/surge protectors, as needed, in the Exhibit Hall and Mendota 1 – 8.

INTERNET

The Certification & Accreditation requirements do not apply, and a Security Accreditation Package is not required.

- Contractor will provide two (2) different networks and passwords for a total of \$721.00 (\$360.50 per network). These networks will be utilized by Client as follows: 1) bracketing events, and 2) all other staff/event needs.
- Networks will operate the entire duration of Event, June 20-28, 2020 and are for unlimited users.
- The ten meg is dedicated to that password/network.
- Networks do NOT extend to the courtyard/patio area outside of Arena, or to Arena, so hotspots/MiFis or other alternate internet connection sources will need to be supplied by Client for horseshoes, and by any locally acquired entertainment band for the Bratfest event.
- Veteran participants and guests will use the free WiFi offered by the Alliant Energy Center.

PARKING

- Contractor will provide event parking, **with in/out privileges**, to all staff and volunteers associated with the NVGAG during the dates of June 20-28, 2020 at \$7 per parking spot per day. Location(s) of parking to be determined by the Contractor. Parking spaces will be allotted as follows:
 - 75 parking spaces at Center June 20-21st
 - 200 parking spaces at Center June 22-27th
 - 50 parking spaces at Center August 28th

Total parking, with in/out privileges – \$9,800

Parking passes will be provided to Client by Alliant Energy Center (Contractor).

7.0 GENERAL INFORMATION

- **INSURANCE:** The government's liability is governed by the Federal Tort Claims Act. Therefore, no proof of insurance is required. See attached Self-Insured Memo.

B.3 PRICE/COST SCHEDULE

ITEM INFORMATION

ITEM NUMBER	DESCRIPTION OF SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
-------------	----------------------------------	----------	------	------------	--------

0001	1.00	JB	\$231,400.00	\$231,400.00
2020 National Veterans Golden Ages Games Main Venue				
Contract Period: Base				
POP Begin: 06-20-2020				
POP End: 06-28-2020				
Funding/Req. Number: 1		\$231,400.00	101-20-1-4583-0001	
			GRAND TOTAL	\$231,400.00

ACCOUNTING AND APPROPRIATION DATA

ACRN	APPROPRIATION	REQUISITION NUMBER	AMOUNT
1	101-3600152-4583-808100 11-2580 Non-Medical Contracts and-SPRCDP2A1	101-20-1-4583-0001 (P)	\$231,400.00

SECTION C - CONTRACT CLAUSES

C.1 FAR 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

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

(End of Clause)

C.2 FAR 52.203-17 CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (APR 2014)

(a) This contract and employees working on this contract will be subject to the whistleblower rights and remedies in the pilot program on Contractor employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112–239) and FAR 3.908.

(b) The Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts over the simplified acquisition threshold.

(End of Clause)

C.3 FAR 52.212-4 CONTRACT TERMS AND CONDITIONS—COMMERCIAL ITEMS (OCT 2018)

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

acceptance of nonconforming supplies or services. The Government must exercise its post-acceptance rights—

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

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

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

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

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

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

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

(g) *Invoice.*

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

- (i) Name and address of the Contractor;
 - (ii) Invoice date and number;
 - (iii) Contract number, line item number and, if applicable, the order number;
 - (iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;
 - (v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;
 - (vi) Terms of any discount for prompt payment offered;
 - (vii) Name and address of official to whom payment is to be sent;
 - (viii) Name, title, and phone number of person to notify in event of defective invoice;
- and

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

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

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

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

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

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

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

(i) Payment.—

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

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

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

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

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

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

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

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

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

(D) Contractor point of contact.

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

(6) *Interest.*

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

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

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

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

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

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

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

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

(A) The date fixed under this contract.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(r) *Compliance with laws unique to Government contracts.* The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. chapter 37, Contract Work Hours and Safety Standards; 41 U.S.C. chapter 87,

Kickbacks; 41 U.S.C. 4712 and 10 U.S.C. 2409 relating to whistleblower protections; 49 U.S.C. 40118, Fly American; and 41 U.S.C. chapter 21 relating to procurement integrity.

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

(1) The schedule of supplies/services.

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

(3) The clause at 52.212-5.

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

(5) Solicitation provisions if this is a solicitation.

(6) Other paragraphs of this clause.

(7) The Standard Form 1449.

(8) Other documents, exhibits, and attachments

(9) The specification.

(t) [Reserved]

(u) *Unauthorized Obligations.*

(1) Except as stated in paragraph (u)(2) of this clause, when any supply or service acquired under this contract is subject to any End User License Agreement (EULA), Terms of Service (TOS), or similar legal instrument or agreement, that includes any clause requiring the Government to indemnify the Contractor or any person or entity for damages, costs, fees, or any other loss or liability that would create an Anti-Deficiency Act violation (31 U.S.C. 1341), the following shall govern:

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

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

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

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

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

(End of Clause)

C.4 FAR 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS—COMMERCIAL ITEMS (OCT 2018) ALTERNATE I (FEB 2000)

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

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

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

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

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

(5) [Reserved]

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

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

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

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

□ (10) [Reserved]

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

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

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

□ (ii) Alternate I (JAN 2011) of 52.219-4. □ (13) [Reserved]

□ (13) [Reserved]

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

□ (ii) Alternate I (NOV 2011).

□ (iii) Alternate II (NOV 2011).

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

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

□ (iii) Alternate II (Mar 2004) of 52.219-7.

□ (16) 52.219-8, Utilization of Small Business Concerns (NOV 2016) (15 U.S.C. 637(d)(2) and (3)).

□ (17)(i) 52.219-9, Small Business Subcontracting Plan (JAN 2017) (15 U.S.C. 637(d)(4)).

□ (ii) Alternate I (NOV 2016) of 52.219-9.

□ (iii) Alternate II (NOV 2016) of 52.219-9.

□ (iv) Alternate III (NOV 2016) of 52.219-9.

□ (v) Alternate IV (NOV 2016) of 52.219-9.

□ (18) 52.219-13, Notice of Set-Aside of Orders (NOV 2011) (15 U.S.C. 644(r)).

□ (19) 52.219-14, Limitations on Subcontracting (JAN 2017) (15 U.S.C. 637(a)(14)).

- (20) 52.219-16, Liquidated Damages—Subcontracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).
- (21) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (NOV 2011) (15 U.S.C. 657f).
- (22) 52.219-28, Post Award Small Business Program Rerepresentation (Jul 2013) (15 U.S.C 632(a)(2)).
- (23) 52.219-29, Notice of Set-Aside for, or Sole Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (DEC 2015) (15 U.S.C. 637(m)).
- (24) 52.219-30, Notice of Set-Aside for, or Sole Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (DEC 2015) (15 U.S.C. 637(m)).
- (25) 52.222-3, Convict Labor (June 2003) (E.O. 11755).
- (26) 52.222–19, Child Labor—Cooperation with Authorities and Remedies (JAN 2018) (E.O. 13126).
- (27) 52.222-21, Prohibition of Segregated Facilities (APR 2015).
- (28) 52.222–26, Equal Opportunity (SEP 2016) (E.O. 11246).
- (29) 52.222-35, Equal Opportunity for Veterans (OCT 2015) (38 U.S.C. 4212).
- (30) 52.222-36, Equal Opportunity for Workers with Disabilities (JUL 2014) (29 U.S.C. 793).
- (31) 52.222-37, Employment Reports on Veterans (FEB 2016) (38 U.S.C. 4212).
- (32) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496).
- (33)(i) 52.222-50, Combating Trafficking in Persons (MAR 2015) (22 U.S.C. chapter 78 and E.O. 13627).
 - (ii) Alternate I (MAR 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).
- (34) 52.222-54, Employment Eligibility Verification (OCT 2015). (E. O. 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)
- (35)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Items (May 2008) (42 U.S.C.6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(48) 52.225-5, Trade Agreements (OCT 2016) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

(49) 52.225-13, Restrictions on Certain Foreign Purchases (JUN 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

(50) 52.225-26, Contractors Performing Private Security Functions Outside the United States (OCT 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

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

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

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

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

(55) 52.232-33, Payment by Electronic Funds Transfer—System for Award Management (Jul 2013) (31 U.S.C. 3332).

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

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

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

(59) 52.242-5, Payments to Small Business Subcontractors (JAN 2017)(15 U.S.C. 637(d)(12)).

(60)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631).

(ii) Alternate I (Apr 2003) of 52.247-64.

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

- (1) 52.222-17, Nondisplacement of Qualified Workers (MAY 2014) (E.O. 13495).
- (2) 52.222-41, Service Contract Labor Standards (MAY 2014) (41 U.S.C. chapter 67).
- (3) 52.222-42, Statement of Equivalent Rates for Federal Hires (MAY 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).
- (4) 52.222-43, Fair Labor Standards Act and Service Contract Labor Standards—Price Adjustment (Multiple Year and Option Contracts) (MAY 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).
- (5) 52.222-44, Fair Labor Standards Act and Service Contract Labor Standards—Price Adjustment (MAY 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).
- (6) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment—Requirements (MAY 2014) (41 U.S.C. chapter 67).
- (7) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services—Requirements (MAY 2014) (41 U.S.C. chapter 67).
- (8) 52.222-55, Minimum Wages Under Executive Order 13658 (DEC 2015).
- (9) 52.222-62, Paid Sick Leave Under Executive Order 13706 (JAN 2017) (E.O. 13706).
- (10) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (MAY 2014) (42 U.S.C. 1792).
- (11) 52.237-11, Accepting and Dispensing of \$1 Coin (SEP 2008) (31 U.S.C. 5112(p)(1)).

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

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

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

relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(xiii) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment—Requirements

(MAY 2014) (41 U.S.C. chapter 67).

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

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

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

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

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

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

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

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

(xxi) 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.5 FAR 52.216-24 LIMITATION OF GOVERNMENT LIABILITY (APR 1984)

(a) In performing this contract, the Contractor is not authorized to make expenditures or incur obligations exceeding \$0.00 dollars.

(b) The maximum amount for which the Government shall be liable if this contract is terminated is \$0.00 dollars.

(End of Clause)

C.6 VAAR 852.203-70 COMMERCIAL ADVERTISING (MAY 2018)

The Contractor shall not make reference in its commercial advertising to Department of Veterans Affairs contracts in a manner that states or implies the Department of Veterans Affairs approves or endorses the Contractor's products or services or considers the Contractor's products or services superior to other products or services.

(End of Clause)

C.7 VAAR 852.232-72 ELECTRONIC SUBMISSION OF PAYMENT REQUESTS (NOV 2018)

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

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

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

(3) *Electronic form* means an automated system transmitting information electronically according to the accepted electronic data transmission methods and formats identified in paragraph (c) of this clause. Facsimile, email, and scanned documents are not acceptable electronic forms for submission of payment requests;

(4) *Invoice payment* has the meaning given in FAR 32.001; and

(5) *Payment request* means any request for contract financing payment or invoice payment submitted by the contractor under this contract.

(b) *Electronic payment requests.* Except as provided in paragraph (e) of this clause, the contractor shall submit payment requests in electronic form. Purchases paid with a Government-wide commercial purchase card are considered to be an electronic transaction for purposes of this rule, and therefore no additional electronic invoice submission is required.

(c) *Data transmission.* A contractor must ensure that the data transmission method and format are through one of the following:

(1) VA's Electronic Invoice Presentment and Payment System at the current website address provided in the contract.

(2) Any system that conforms to the X12 electronic data interchange (EDI) formats established by the Accredited Standards Center (ASC) and chartered by the American National Standards Institute (ANSI).

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

(e) *Exceptions.* If, based on one of the circumstances in this paragraph (e), the Contracting Officer directs that payment requests be made by mail, the Contractor shall submit payment requests by mail through the United States Postal Service to the designated agency office. Submission of payment requests by mail may be required for—

(1) Awards made to foreign vendors for work performed outside the United States;

(2) Classified contracts or purchases when electronic submission and processing of payment requests could compromise the safeguarding of classified or privacy information;

(3) Contracts awarded by contracting officers in the conduct of emergency operations, such as responses to national emergencies;

(4) Solicitations or contracts in which the designated agency office is a VA entity other than the VA Financial Services Center in Austin, Texas; or

(5) Solicitations or contracts in which the VA designated agency office does not have electronic invoicing capability as described above.

(End of Clause)

C.8 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)

SECTION D - CONTRACT DOCUMENTS, EXHIBITS, OR ATTACHMENTS

ATTACHMENT A: EVENT SCHEDULE

ATTACHMENT B: SELF INSURED MEMO