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SECTION B - CONTINUATION OF SF 1449 BLOCKS

B.1 CONTRACT ADMINISTRATION DATA

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

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

a. CONTRACTOR:

b. GOVERNMENT: Contracting Officer 00246 Evelyn Ligon-Moton

Department of Veterans Affairs

Network Contracting Office 6

100 Emancipation Drive

Hampton VA 23667

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

52.232-34, Payment by Electronic Funds Transfer—Other Than System For Award Management, or

52.232-36, Payment by Third Party

3. INVOICES: Invoices shall be submitted in arrears:

a. Quarterly

b. Semi-Annually

c. Other Monthly following receipt of valid invoice

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

DEPARTMENT OF VETERANS AFFAIRS

FINANCIAL SERVICES CENTER

PO BOX 149971

AUSTIN TX 78714-9971

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

| AMENDMENT NO | DATE |
|--------------|------|
|--------------|------|

| | |
|--|--|
| | |
| | |
| | |

B.2 SUBCONTRACTING COMMITMENTS--MONITORING AND COMPLIANCE (JUN 2011)

This solicitation includes VAAR 852.215-70, Service-Disabled Veteran-Owned and Veteran-Owned Small Business Evaluation Factors, and VAAR 852.215-71, Evaluation Factor Commitments. Accordingly, any contract resulting from this solicitation will include these clauses. The contractor is advised in performing contract administration functions, the CO may use the services of a support contractor(s) to assist in assessing contractor compliance with the subcontracting commitments incorporated into the contract. To that end, the support contractor(s) may require access to the contractor's business records or other proprietary data to review such business records regarding contract compliance with this requirement. All support contractors conducting this review on behalf of VA will be required to sign an "Information Protection and Non-Disclosure and Disclosure of Conflicts of Interest Agreement" to ensure the contractor's business records or other proprietary data reviewed or obtained in the course of assisting the CO in assessing the contractor for compliance are protected to ensure information or data is not improperly disclosed or other impropriety occurs. Furthermore, if VA determines any services the support contractor(s) will perform in assessing compliance are advisory and assistance services as defined in FAR 2.101, Definitions, the support contractor(s) must also enter into an agreement with the contractor to protect proprietary information as required by FAR 9.505-4, obtaining access to proprietary information, paragraph (b). The contractor is required to cooperate fully and make available any records as may be required to enable the CO to assess the contractor compliance with the subcontracting commitments.

B.3 SCHEDULE OF SERVICES

Contractor shall furnish all labor, materials and equipment necessary to provide solid waste, garbage pick-up and disposal services for the Salisbury VAMC, 1601 Brenner Avenue, Salisbury, NC 28144 for the period beginning **1 April 2017 through 31 March 2021**, with four (4) one (1) year option periods. Services shall be in accordance with all terms, and conditions herein.

| BASE YEAR: 1 April 2016 through 31 March 2017 | | | | | |
|--|--|----------------|-------------|-------------------|-----------------------|
| CLIN | DESCRIPTION | EST QTY | UNIT | UNIT PRICE | TOTAL EST COST |
| 0001 | 42 - cubic yard container located at Building #2 – Receiving Dock. Pick up shall be accomplished on the 1st, 10th and 20th of the month between the hours of 5:00 am to 7:00 am. | 156 | EA | \$_____ | \$_____ |
| 0002 | 8 cubic yard container located at the rear of Bldg. 3. Pick up shall be accomplished daily (Monday through Saturday) and as required by the facility. | 312 | EA | \$_____ | \$_____ |

| | | | | | |
|------|--|-----|----|---------|---------|
| 0003 | 8 cubic yard container located at the rear of Bldg. 4. Pick up shall be accomplished daily (Monday through Saturday) and as required by the facility. | 312 | EA | \$_____ | \$_____ |
| 0004 | 8 cubic yard container located at Bldg. 5 (Southside). Provide dumpster with sliding rear door for access from loading dock. Pick up shall be accomplished once daily (Monday through Saturday) and as required by the facility. | 312 | EA | \$_____ | \$_____ |
| 0005 | 8 cubic yard container located at Bldg. 5 (Northside). Provide dumpster with sliding rear door for access from loading dock. Pick up shall be accomplished once daily (Monday through Saturday) and as required by the facility. | 312 | EA | \$_____ | \$_____ |

| | | | | | |
|---|---|-----|----|---------|---------|
| 0006 | 8 cubic yard container located at the rear of Bldg. 6. Pick up shall be accomplished three (3) times per week (Tuesday/Thursday/Saturday) and as required by the facility. | 156 | EA | \$_____ | \$_____ |
| 0007 | 8 cubic yard container located at the rear of Bldg. 11. Pick up shall be accomplished three (3) times per week (Monday/Wednesday/Friday) and as required by the facility. | 156 | EA | \$_____ | \$_____ |
| 0008 | 8 cubic yard container located at the rear of Bldg. 16. Pick up shall be accomplished once per week (Monday only) and as required by the facility. | 52 | EA | \$_____ | \$_____ |
| 0009 | 8 cubic yard container located at the rear of Bldg. 21. Provide dumpster with sliding rear door for access from loading dock. Pick up shall be accomplished once daily (Monday through Saturday) and as required by the facility. | 312 | EA | \$_____ | \$_____ |
| 0010 | 8 cubic yard container located at the rear of Bldg. 42. Pick up shall be accomplished once daily (Monday through Saturday) and as required by the facility. | 312 | EA | \$_____ | \$_____ |
| 0011 | 8 cubic yard container located at the rear of Bldg. 17. Pick up shall be accomplished three (3) times per week (Monday/Wednesday/Friday) and as required by the facility. | 156 | EA | \$_____ | \$_____ |
| Total Estimate Cost of Base Year | | | | | \$_____ |

| OPTION YEAR 1: 1 April 2017 through 31 March 2018 | | | | | |
|--|--|----------------|-------------|-------------------|-----------------------|
| CLIN | DESCRIPTION | EST QTY | UNIT | UNIT PRICE | TOTAL EST COST |
| 1001 | 42 - cubic yard container located at Building #2 – Receiving Dock. Pick up shall be accomplished on the 1st, 10th and 20th of the month between the hours of 5:00 am to 7:00 am. | 156 | EA | \$_____ | \$_____ |
| 1002 | 8 cubic yard container located at the rear of Bldg. 3. Pick up shall be accomplished daily (Monday through Saturday) and as required by the facility. | 312 | EA | \$_____ | \$_____ |
| 1003 | 8 cubic yard container located at the rear of Bldg. 4. Pick up shall be accomplished daily (Monday through Saturday) and as required by the facility. | 312 | EA | \$_____ | \$_____ |
| 1004 | 8 cubic yard container located at Bldg. 5 (Southside). Provide dumpster with sliding rear door for access from loading dock. Pick up shall be accomplished once daily (Monday through Saturday) and as required by the facility. | 312 | EA | \$_____ | \$_____ |
| 1005 | 8 cubic yard container located at Bldg. 5 (Northside). Provide dumpster with sliding rear door for access from loading dock. Pick up shall be accomplished once daily (Monday through Saturday) and as required by the facility. | 312 | EA | \$_____ | \$_____ |
| 1006 | 8 cubic yard container located at the rear of Bldg. 6. Pick up shall be accomplished three (3) times per week (Tuesday/Thursday/Saturday) and as required by the facility. | 156 | EA | \$_____ | \$_____ |
| 1007 | 8 cubic yard container located at the rear of Bldg. 11. Pick up shall be accomplished three (3) times per week (Monday/Wednesday/Friday) and as required by the facility. | 156 | EA | \$_____ | \$_____ |
| 1008 | 8 cubic yard container located at the rear of Bldg. 16. Pick up shall be accomplished once per week (Monday only) and as required by the facility. | 52 | EA | \$_____ | \$_____ |

| | | | | | |
|---|---|-----|----|----------|----------|
| 1009 | 8 cubic yard container located at the rear of Bldg. 21. Provide dumpster with sliding rear door for access from loading dock. Pick up shall be accomplished once daily (Monday through Saturday) and as required by the facility. | 312 | EA | \$ _____ | \$ _____ |
| 1010 | 8 cubic yard container located at the rear of Bldg. 42. Pick up shall be accomplished once daily (Monday through Saturday) and as required by the facility. | 312 | EA | \$ _____ | \$ _____ |
| 1011 | 8 cubic yard container located at the rear of Bldg. 17. Pick up shall be accomplished three (3) times per week (Monday/Wednesday/Friday) and as required by the facility. | 156 | EA | \$ _____ | \$ _____ |
| Total Estimate Cost of Option Year 1 | | | | | \$ _____ |

| OPTION YEAR 2: 1 April 2018 through 31 March 2019 | | | | | |
|--|--|----------------|-------------|-------------------|-----------------------|
| CLIN | DESCRIPTION | EST QTY | UNIT | UNIT PRICE | TOTAL EST COST |
| 2001 | 42 - cubic yard container located at Building #2 – Receiving Dock. Pick up shall be accomplished on the 1st, 10th and 20th of the month between the hours of 5:00 am to 7:00 am. | 156 | EA | \$_____ | \$_____ |
| 2002 | 8 cubic yard container located at the rear of Bldg. 3. Pick up shall be accomplished daily (Monday through Saturday) and as required by the facility. | 312 | EA | \$_____ | \$_____ |
| 2003 | 8 cubic yard container located at the rear of Bldg. 4. Pick up shall be accomplished daily (Monday through Saturday) and as required by the facility. | 312 | EA | \$_____ | \$_____ |
| 2004 | 8 cubic yard container located at Bldg. 5 (Southside). Provide dumpster with sliding rear door for access from loading dock. Pick up shall be accomplished once daily (Monday through Saturday) and as required by the facility. | 312 | EA | \$_____ | \$_____ |
| 2005 | 8 cubic yard container located at Bldg. 5 (Northside). Provide dumpster with sliding rear door for access from loading dock. Pick up shall be accomplished once daily (Monday through Saturday) and as required by the facility. | 312 | EA | \$_____ | \$_____ |
| 2006 | 8 cubic yard container located at the rear of Bldg. 6. Pick up shall be accomplished three (3) times per week (Tuesday/Thursday/Saturday) and as required by the facility. | 156 | EA | \$_____ | \$_____ |
| 2007 | 8 cubic yard container located at the rear of Bldg. 11. Pick up shall be accomplished three (3) times per week (Monday/Wednesday/Friday) and as required by the facility. | 156 | EA | \$_____ | \$_____ |

| | | | | | |
|---|---|-----|----|---------|---------|
| 2008 | 8 cubic yard container located at the rear of Bldg. 16. Pick up shall be accomplished once per week (Monday only) and as required by the facility. | 52 | EA | \$_____ | \$_____ |
| 2009 | 8 cubic yard container located at the rear of Bldg. 21. Provide dumpster with sliding rear door for access from loading dock. Pick up shall be accomplished once daily (Monday through Saturday) and as required by the facility. | 312 | EA | \$_____ | \$_____ |
| 2010 | 8 cubic yard container located at the rear of Bldg. 42. Pick up shall be accomplished once daily (Monday through Saturday) and as required by the facility. | 312 | EA | \$_____ | \$_____ |
| 2011 | 8 cubic yard container located at the rear of Bldg. 17. Pick up shall be accomplished three (3) times per week (Monday/Wednesday/Friday) and as required by the facility. | 156 | EA | \$_____ | \$_____ |
| Total Estimate Cost of Option Year 2 | | | | | \$_____ |

| OPTION YEAR 3: 1 April 2019 through 31 March 2020 | | | | | |
|--|--|----------------|-------------|-------------------|-----------------------|
| CLIN | DESCRIPTION | EST QTY | UNIT | UNIT PRICE | TOTAL EST COST |
| 3001 | 42 - cubic yard container located at Building #2 – Receiving Dock. Pick up shall be accomplished on the 1st, 10th and 20th of the month between the hours of 5:00 am to 7:00 am. | 156 | EA | \$_____ | \$_____ |
| 3002 | 8 cubic yard container located at the rear of Bldg. 3. Pick up shall be accomplished daily (Monday through Saturday) and as required by the facility. | 312 | EA | \$_____ | \$_____ |
| 3003 | 8 cubic yard container located at the rear of Bldg. 4. Pick up shall be accomplished daily (Monday through Saturday) and as required by the facility. | 312 | EA | \$_____ | \$_____ |
| 3004 | 8 cubic yard container located at Bldg. 5 (Southside). Provide dumpster with sliding rear door for access from loading dock. Pick up shall be accomplished once daily (Monday through Saturday) and as required by the facility. | 312 | EA | \$_____ | \$_____ |
| 3005 | 8 cubic yard container located at Bldg. 5 (Northside). Provide dumpster with sliding rear door for access from loading dock. Pick up shall be accomplished once daily (Monday through Saturday) and as required by the facility. | 312 | EA | \$_____ | \$_____ |
| 3006 | 8 cubic yard container located at the rear of Bldg. 6. Pick up shall be accomplished three (3) times per week (Tuesday/Thursday/Saturday) and as required by the facility. | 156 | EA | \$_____ | \$_____ |
| 3007 | 8 cubic yard container located at the rear of Bldg. 11. Pick up shall be accomplished three (3) times per week (Monday/Wednesday/Friday) and as required by the facility. | 156 | EA | \$_____ | \$_____ |

| | | | | | |
|---|---|-----|----|---------|---------|
| 3008 | 8 cubic yard container located at the rear of Bldg. 16. Pick up shall be accomplished once per week (Monday only) and as required by the facility. | 52 | EA | \$_____ | \$_____ |
| 3009 | 8 cubic yard container located at the rear of Bldg. 21. Provide dumpster with sliding rear door for access from loading dock. Pick up shall be accomplished once daily (Monday through Saturday) and as required by the facility. | 312 | EA | \$_____ | \$_____ |
| 3010 | 8 cubic yard container located at the rear of Bldg. 42. Pick up shall be accomplished once daily (Monday through Saturday) and as required by the facility. | 312 | EA | \$_____ | \$_____ |
| 3011 | 8 cubic yard container located at the rear of Bldg. 17. Pick up shall be accomplished three (3) times per week (Monday/Wednesday/Friday) and as required by the facility. | 156 | EA | \$_____ | \$_____ |
| Total Estimate Cost of Option Year 3 | | | | | \$_____ |

| OPTION YEAR 4: | | | | | |
|---|--|----------------|-------------|-------------------|-----------------------|
| 1 April 2020 through 31 March 2021 | | | | | |
| CLIN | DESCRIPTION | EST QTY | UNIT | UNIT PRICE | TOTAL EST COST |
| 4001 | 42 - cubic yard container located at Building #2 – Receiving Dock. Pick up shall be accomplished on the 1st, 10th and 20th of the month between the hours of 5:00 am to 7:00 am. | 156 | EA | \$_____ | \$_____ |
| 4002 | 8 cubic yard container located at the rear of Bldg. 3. Pick up shall be accomplished daily (Monday through Saturday) and as required by the facility. | 312 | EA | \$_____ | \$_____ |
| 4003 | 8 cubic yard container located at the rear of Bldg. 4. Pick up shall be accomplished daily (Monday through Saturday) and as required by the facility. | 312 | EA | \$_____ | \$_____ |
| 4004 | 8 cubic yard container located at Bldg. 5 (Southside). Provide dumpster with sliding rear door for access from loading dock. Pick up shall be accomplished once daily (Monday through Saturday) and as required by the facility. | 312 | EA | \$_____ | \$_____ |
| 4005 | 8 cubic yard container located at Bldg. 5 (Northside). Provide dumpster with sliding rear door for access from loading dock. Pick up shall be accomplished once daily (Monday through Saturday) and as required by the facility. | 312 | EA | \$_____ | \$_____ |
| 4006 | 8 cubic yard container located at the rear of Bldg. 6. Pick up shall be accomplished three (3) times per week (Tuesday/Thursday/Saturday) and as required by the facility. | 156 | EA | \$_____ | \$_____ |

| | | | | | |
|---|---|-----|----|---------|---------|
| 4007 | 8 cubic yard container located at the rear of Bldg. 11. Pick up shall be accomplished three (3) times per week (Monday/Wednesday/Friday) and as required by the facility. | 156 | EA | \$_____ | \$_____ |
| 4008 | 8 cubic yard container located at the rear of Bldg. 16. Pick up shall be accomplished once per week (Monday only) and as required by the facility. | 52 | EA | \$_____ | \$_____ |
| 4009 | 8 cubic yard container located at the rear of Bldg. 21. Provide dumpster with sliding rear door for access from loading dock. Pick up shall be accomplished once daily (Monday through Saturday) and as required by the facility. | 312 | EA | \$_____ | \$_____ |
| 4010 | 8 cubic yard container located at the rear of Bldg. 42. Pick up shall be accomplished once daily (Monday through Saturday) and as required by the facility. | 312 | EA | \$_____ | \$_____ |
| 4011 | 8 cubic yard container located at the rear of Bldg. 17. Pick up shall be accomplished three (3) times per week (Monday/Wednesday/Friday) and as required by the facility. | 156 | EA | \$_____ | \$_____ |
| Total Estimate Cost of Option Year 4 | | | | | \$_____ |
| Total Base + Options | | | | | \$_____ |

STATEMENT OF WORK (SOW)

TRASH REMOVAL SERVICES FOR SALISBURY VAMC

- DESCRIPTION OF SERVICES:** The Contractor shall furnish all labor, materials, tools, equipment and supervision necessary to provide collection, removal, transportation and disposal of regulated non-hazardous waste (General Solid Waste) that is generated at the W.G. (Bill) Hefner VA Medical Center, 1601 Brenner Avenue, Salisbury, NC 28144, for period of April 1, 2016 through March 31, 2017 with four one year option periods.

This contract excludes hazardous waste. The contractor shall comply with all current county or municipal, state and federal laws, regulations and guidelines when collecting, removing, transporting, disposing of all wastes under the scope of this contract. The

contractor shall provide containers on an as-required basis, as specified in SECTION B, Schedule of Services and Costs/Prices.

1.1 COLLECTION REQUIREMENTS

1.1.1 Points of Collection and Schedule

- Contractor shall pick up the Contractor – owned compactor and Contractor – owned 42 cubic yard container located at Building #2 – Receiving Dock. Pick up shall be accomplished on the 1st, 10th and 20th of the month between the hours of 5:00 am to 7:00 am.
- Contractor shall pick up the Contractor – owned 8 cubic yard container located at the rear of Bldg. 3. Pick up shall be accomplished daily (Monday through Saturday) and as required by the facility.
- Contractor shall pick up the Contractor – owned 8 cubic yard container located at the rear of Bldg. 4. Pick up shall be accomplished daily (Monday through Saturday) and as required by the facility.
- Contractor shall pick up the Contractor – owned 8 cubic yard container located at Bldg. 5 (Southside). Provide dumpster with sliding rear door for access from loading dock. Pick up shall be accomplished once daily (Monday through Saturday) and as required by the facility.
- Contractor shall pick up the Contractor – owned 8 cubic yard container located at Bldg. 5 (Northside). Provide dumpster with sliding rear door for access from loading dock. Pick up shall be accomplished once daily (Monday through Saturday) and as required by the facility.
- Contractor shall pick up the Contractor – owned 8 cubic yard container located at the rear of Bldg. 6. Pick up shall be accomplished three (3) times per week (Tuesday/Thursday/Saturday) and as required by the facility.
- Contractor shall pick up the Contractor – owned 8 cubic yard container located at the rear of Bldg. 11. Pick up shall be accomplished three (3) times per week (Monday/Wednesday/Friday) and as required by the facility.
- Contractor shall pick up the Contractor – owned 8 cubic yard container located at the rear of Bldg. 16. Pick up shall be accomplished once per week (Monday only) and as required by the facility.
- Contractor shall pick up the Contractor – owned 8 cubic yard container located at the rear of Bldg. 21. Provide dumpster with sliding rear door for access from loading dock. Pick up shall be accomplished once daily (Monday through Saturday) and as required by the facility.
- Contractor shall pick up the Contractor – owned 8 cubic yard container located at the rear of Bldg. 42. Pick up shall be accomplished once daily (Monday through Saturday) and as required by the facility.
- Contractor shall pick up the Contractor – owned 8 cubic yard container located at the rear of Bldg. 17. Pick up shall be accomplished three (3) times per week (Monday/Wednesday/Friday) and as required by the facility.

1.1.2. General Solid Waste. The waste specified under the conditions of this section of the contract will be referred to as General Solid Waste. Since all waste is regulated, this waste may be referred to as Regulated Non-Hazardous Waste.

This contract includes all General Solid Waste generated by the Medical Center other than Biomedical Waste, sharps, Hazardous Materials and Waste, and recyclable materials. The contractor shall transport all units (trailers and containers) filled with General Solid Waste, by methods and procedures that fully comply with all Local, State, and Federal Laws and Regulations. The contractor shall furnish the VA with a fully detailed description and procedural manual of the methodology that will be used to transport, treat and dispose of Solid Waste. This must include all related and applicable permits and licenses.

1.1.3 REPORTS AND RECORDS

Monthly Report: The Contractor shall provide a monthly report to the COR detailing total tonnage of following:

- **Total refuse collected (pounds)**
- **Total recycled material by commodity (tons and revenue)**
- **Total material taken to power producing facilities (tons and cost of tipping fees)**
- **Total material taken to Recycling Center (tons and revenue)**
- **Total material taken to landfill (tons and cost of tipping fees)**

1.1.4 Reports. With each monthly invoice submit the method of disposal and the address of the disposal site.

1.1.5 Title. The Contractor shall take title of all Solid Waste once the waste is fully loaded into contractor furnished vehicles.

1.1.6 Maintaining Containers and Collection Area. The Contractor shall return the containers to their original location after servicing, in an upright position with the lids securely in place (closed). The Contractor shall also be responsible for immediately cleaning up any spills, debris, etc., which may occur during servicing of containers.

All refuse on the ground within ten feet of the container, whether spilled by the contractor or placed there by VA personnel, shall be picked up by the contractor during collection. The contractor shall be responsible for keeping collection areas free of refuse and debris.

1.1.7 Cleaning/Disinfecting/Deodorizing Contractor – owned containers. Contractor shall clean/disinfect/deodorize containers at Bldgs. 2, 5, 6, and 42 on a twice monthly basis and cleaning dumpsters at Bldgs. 3, 4, and 21 on monthly basis. Provide service tickets to Facilities Management Service Grounds Department of cleaning/disinfecting/deodorizing performed after prosecution of the work. All cleaning of the dumpsters shall be completed off-site of the VA property.

2.0 DISPOSAL

2.1 Off-Site Disposal. The contractor shall transport and dispose of all solid waste at a licensed off-site disposal site selected by the contractor. Disposal shall be in accordance with existing local, state, and federal regulations. The contractor shall be responsible for any permit or fees associated with the use of off-site disposal locations. The contractor shall record all disposal weights and provide monthly report to the VA.

3.0 COMPACTOR.

The contractor will furnish and be responsible for any repairs to compactor and Contractor-owned 42 cubic yard container located at Bldg. 2 it shall be kept clean and disinfected/deodorized and free of bacterial growth. See line 1.1.7

4.0 EQUIPMENT LIST:

Containers supplies by Vendor.

5.0 TB & OSHA REQUIREMENTS:

The Contractor shall comply with the Federal/California OSHA Blood borne Pathogens Standard. The Contractor shall:

- a) Have methods by which all employees are educated as to risks associated with blood borne pathogens.
- b) Have policies and procedures which reduce the risk of employee exposure to blood borne pathogens.
- c) Have mechanisms for employee counseling and treatment following exposure to blood borne pathogens.

Provide appropriate personal protective equipment/clothing such as gloves, gowns, masks, protective eyewear, and mouthpieces for the employee during performance of the contract.

6. GENERAL INFORMATION

6.1 INSURANCE. The contractor shall provide documentation of indemnity to the VA Medical Center, against liability from its willful misconduct, negligence or breach of contract. Other insurance requirements are specified herein, contract clauses 52.228-5 and 852.237-70. Salisbury VAMC Renewal. This page contains Hamilton Alliance, Inc. company confidential and proprietary methods, work product and information therefore is not subject to disclosure under the Freedom of information Act.10

6.2 PERMITS AND LICENSING: The contractor shall provide copies of all applicable permits and licenses such as a disposal facility permit, waste or transportation licenses and/or permits. The contractor shall provide proof of regulatory compliance such as inspection reports, policies and procedures, staff training records, and emergency plans.

6.3 SAFETY REQUIREMENTS. In the performance of this contract, the contractor shall take such safety precautions as the contracting officer or his/her designee may determine to be reasonably necessary to protect the lives and health of the occupants of the building. The contracting officer or his/her designee will notify the contractor of any noncompliance with the foregoing provisions and the action to be taken. The contractor shall, after receipt of such notice, immediately correct the conditions to which attention has been directed. Such notice, when served on the contractor or his/her representative at the work site, shall be deemed sufficient for the purpose aforesaid. If the contractor fails

or refuses to comply promptly, the contracting officer may issue an order stopping all or any part of the work, and may ultimately terminate the contract for default.

6.4 QUALITY ASSURANCE. The VA will periodically evaluate the contractor's performance by appointing a Contracting Officer's Representative (COR) to monitor performance to ensure services are received. The CORs will evaluate the contractor's performance through intermittent on-site inspections of the contractor's quality control program and receipt of complaints from VA personnel. The VA may inspect each task as completed or increase the number of quality control inspections if deemed appropriate because of repeated failures discovered during quality control inspections or because of repeated complaints. Likewise, the VA may decrease the number of quality control inspections if performance dictates. The VA will also receive and investigate complaints from various personnel located at the site. The contractor shall be responsible for initially validating customer complaints. However, the COR will make final determination of the validity of customer complaint(s) in cases of disagreement with customer(s).

7. PAYMENTS:

Payments will be made in arrears following the receipt of the invoice and the monthly summary report.

B.5 SPECIAL CONTRACT REQUIREMENTS

A. KEY PERSONNEL

Key personnel will be identified in the proposal and shall be considered key personnel essential for the successful completion of the work performed under the contract. The contractor agrees that such personnel shall not be removed, diverted or replaced from the work without prior written approval of the Contracting Officer. The contractor shall submit written notice of proposed personnel changes to the Contracting Officer for approval at least thirty (30) business days in advance.

B. WORK HOURS

The services covered by this contract shall be furnished by the contractor as defined herein. The contractor shall not be required, except in case of emergency, to furnish such services on a Federal Holiday or during off duty hours as described below.

The following terms have the following meanings:

(1) Normal working hours: Monday through Friday, 8:00 a.m. – 4:30 p.m., excluding federal holidays.

(2) Federal Holidays: The 10 holidays observed by the Federal Government are:

| | | | |
|------------------|--------------------------|-----------------|--------------|
| New Year's Day | Martin Luther King's Day | President's Day | Memorial Day |
| Independence Day | Labor Day | Columbus Day | Veterans Day |
| Thanksgiving | Christmas | | |

Any other day specifically declared by the President of the United States to be a federal holiday. When one of the holidays falls on Sunday, the following Monday shall be observed

as a Federal Holiday. When a holiday falls on a Saturday, the preceding Friday shall be observed as a Federal Holiday.

C. BILLING AND PAYMENT

The contractor shall submit payment requests in electronic form via VA's Electronic Invoice Presentment and Payment System. (See Web site at <http://www.fsc.va.gov/einvoice.asp>.)

Invoices shall be submitted monthly, in arrears, and shall include at a minimum:

Date of invoice

Contract Number

Purchase Order Number

Vendor Name

Invoice Number

CLIN & Date of service

D. CONTRACTOR PERFORMANCE ASSESSMENT REPORTING SYSTEM (CPARS)

(a) FAR 42.1502 direct all Federal agencies to collect past performance information on contracts. The Department of Veterans Affairs has implemented use of the Contractor Performance Assessment Reporting System (CPARS) to comply with this regulation. One or more past performance evaluations will be conducted in order to record your contract performance as required by FAR 42.15.

(b) The past performance evaluation process is a totally paperless process using CPARS. CPARS is a web-based system that allows for electronic processing of the performance evaluation report. Once the report is processed, it is available in the Past Performance Information Retrieval System (PPIRS) for Government use in evaluating past performance as part of a source selection action.

(c) Please furnish the Contracting Officer with the name, position title, phone number, and email address for each person designated to have access to your firm's past performance evaluation(s) for the contract no later than 30 days after award. Each person granted access will have the ability to provide comments in the Contractor portion of the report and state whether or not the Contractor agrees with the evaluation, before returning the report to the Assessing Official. The report information must be protected as source selection sensitive information not releasable to the public.

(d) When your Contractor Representative(s) (Past Performance Points of Contact) are registered in CPARS, they will receive an automatically-generated email with detailed login instructions. Further details, system requirements, and training information for CPARS are available at www.cpars.gov. The CPARS User Manual, registration for online training for Contractor Representatives may be found at this site.

(e) Within 60 days after the end of a performance period, the Contracting Officer will complete an interim or final past performance evaluation and the report will be accessible at www.cpars.gov. Contractor Representatives may then provide comments in response to the evaluation, or return the evaluation without comment. Comments are limited to the space provided in Block 22. Your comments should focus on objective facts in the Assessing Official's narrative and should provide your views on the causes and ramifications of the assessed performance. In addition to the ratings and supporting narratives, blocks 1-17 should be reviewed for accuracy, as these include key fields that will be used by the Government to identify your firm in future source selection evaluations. If you elect not to provide comments, please acknowledge receipt of the evaluation by indicating, "No Comment" in Block 22, and then signing and dating Block 23 of the form. Without a statement in Block 22, you will be unable to sign and submit the evaluation back to the Government. If you do not sign and submit the CPAR within 30 days, it will automatically be returned to the Government and will be annotated: "The report was delivered/received by the contractor on (date). The contractor neither signed nor offered comment in response to this assessment." Your response is due within 30 calendar days after receipt of the CPAR.

(f) The following guidelines apply concerning your use of the past performance evaluation:

(1) Protect the evaluation as “source selection information.” After review, transit the evaluation by completing and submitting the form through CPARS. If for some reason you are unable to view and/or submit the form through CPARS, contact the Contracting Officer for instructions.

(2) Strictly control access to the evaluation within your organization. Ensure the evaluation is never released to persons or entities outside of your control.

(3) Prohibit the use of or reference to evaluation data for advertising, promotional material, pre-award surveys, responsibility determination, production readiness reviews, or other similar purposes.

(g) If you wish to discuss a past performance evaluation, you should request a meeting in writing to the Contracting Officer no later than seven days following your receipt of the evaluation. The meeting will be held in person or via telephone or other means during your 30-day review period.

(h) A copy of the completed past performance evaluation will be available in CPARS for your viewing and for Government use supporting source selection actions after it has been completed.

E. CONTRACT ADMINISTRATION

Notwithstanding the Contractor's responsibility for total management during the performance of this contract, the administration of the contract will require maximum coordination between the Government and the Contractor.

The Contracting Officer is the only person authorized to approve changes or modify any of the requirements of this contract. The Contractor shall communicate with the Contracting Officer on all matters pertaining to contract administration. Only the Contracting Officer is authorized to make commitments or issue changes that shall affect price, quantity or quality of performance of this contract.

The COR shall be responsible for the overall technical administration of this contract as outlined in the COR Delegation of Authority.

In the event the Contractor effects any such change at the direction of any person other than the Contracting Officer without authority, no adjustment shall be made in the contract price to cover an increase in costs incurred as a result thereof

POINTS OF CONTACT

Contracting Specialist
Eugene B. Coleman, Sr.
Department of Veterans Affairs
VISN 6 Network Contracting Office
100 Emancipation Drive, Building 27
Hampton, Virginia 23667
757-315-3936 Fax 757-728-3132
Eugene.Coleman2@va.gov

Contracting Officer
Evelyn Ligon-Moton
Department of Veterans Affairs
VISN 6 Network Contracting Office
100 Emancipation Drive, Building 27
Hampton, Virginia 23667
757-315-2570 Fax 757-728-3132
Evelyn.Ligon-Moton@va.gov

Contracting Officer's Representative (COR)

TBD

SECTION C - CONTRACT CLAUSES

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

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

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

C.1 52.203-99 PROHIBITION ON CONTRACTING WITH ENTITIES THAT REQUIRE CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS (DEVIATION) (FEB 2015)

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

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

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

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

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

(End of Clause)

C.2 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

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

(End of Clause)

C.3 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within 30 days of contract termination.; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days of contract termination days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed five (5) years.

(End of Clause)

| <u>FAR Number</u> | <u>Title</u> | <u>Date</u> |
|-------------------|---|-------------|
| 52.212-4 | CONTRACT TERMS AND CONDITIONS—COMMERCIAL ITEMS | MAY 2015 |
| 52.204-4 | PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER | MAY 2011 |
| 52.204-18 | COMMERCIAL AND GOVERNMENT ENTITY CODE MAINTENANCE | JUL 2015 |
| 52.232-18 | AVAILABILITY OF FUNDS | APR 1984 |
| 52.232-40 | PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS | DEC 2013 |
| 852.203-71 | DISPLAY OF DEPARTMENT OF VETERANS AFFAIRS HOTLINE POSTER | DEC 1992 |

C.4 VAAR 852.219-10 VA NOTICE OF TOTAL SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS SET-ASIDE (DEC 2009)

(a) Definition. For the Department of Veterans Affairs, "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 (or eligible surviving spouses);

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

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

(iv) The business has been verified for ownership and control and is so listed in the Vendor Information Pages database, (<http://www.VetBiz.gov>).

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

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

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

(c) Agreement. A service-disabled veteran-owned small business concern agrees that in the performance of the contract, in the case of a contract for:

(1) Services (except construction), at least 50 percent of the cost of personnel for contract performance will be spent for employees of the concern or employees of other eligible service-disabled veteran-owned small business concerns;

(2) Supplies (other than acquisition from a nonmanufacturer of the supplies), at least 50 percent of the cost of manufacturing, excluding the cost of materials, will be performed by the concern or other eligible service-disabled veteran-owned small business concerns;

(3) General construction, at least 15 percent of the cost of the contract performance incurred for personnel will be spent on the concern's employees or the employees of other eligible service-disabled veteran-owned small business concerns; or

(4) Construction by special trade contractors, at least 25 percent of the cost of the contract performance incurred for personnel will be spent on the concern's employees or the employees of other eligible service-disabled veteran-owned small business concerns.

(d) A joint venture may be considered a service-disabled veteran owned small business concern if--

(1) At least one member of the joint venture is a service-disabled veteran-owned small business concern, and makes the following representations: That it is a service-disabled veteran-owned small business concern, and that it is a small business concern under the North American Industry Classification Systems (NAICS) code assigned to the procurement;

(2) Each other concern is small under the size standard corresponding to the NAICS code assigned to the procurement; and

(3) The joint venture meets the requirements of paragraph 7 of the explanation of Affiliates in 19.101 of the Federal Acquisition Regulation.

(4) The joint venture meets the requirements of 13 CFR 125.15(b).

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

(End of Clause)

C.5 VAAR 852.203-70 COMMERCIAL ADVERTISING (JAN 2008)

The bidder or offeror agrees that if a contract is awarded to him/her, as a result of this solicitation, he/she will not advertise the award of the contract in his/her commercial advertising in such a manner as to state or imply that the Department of Veterans Affairs endorses a product, project or commercial line of endeavor.

(End of Clause)

C.6 VAAR 852.232-72 ELECTRONIC SUBMISSION OF PAYMENT REQUESTS (NOV 2012)

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

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

(2) *Designated agency office* has the meaning given in 5 CFR 1315.2(m).

(3) *Electronic form* means an automated system transmitting information electronically according to the

Accepted electronic data transmission methods and formats identified in paragraph (c) of this clause. Facsimile, email, and scanned documents are not acceptable electronic forms for submission of payment requests.

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

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

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

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

(1) VA's Electronic Invoice Presentment and Payment System. (See Web site at <http://www.fsc.va.gov/einvoice.asp>.)

(2) Any system that conforms to the X12 electronic data interchange (EDI) formats established by the Accredited Standards Center (ASC) and chartered by the American National Standards Institute (ANSI). The X12 EDI Web site (<http://www.x12.org>) includes additional information on EDI 810 and 811 formats.

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

(e) *Exceptions.* If, based on one of the circumstances below, the contracting officer directs that payment requests be made by mail, the contractor shall submit payment requests by mail through the United States Postal Service to the designated agency office. Submission of payment requests by mail may be required for:

- (1) Awards made to foreign vendors for work performed outside the United States;
- (2) Classified contracts or purchases when electronic submission and processing of payment requests could compromise the safeguarding of classified or privacy information;
- (3) Contracts awarded by contracting officers in the conduct of emergency operations, such as responses to national emergencies;
- (4) Solicitations or contracts in which the designated agency office is a VA entity other than the VA Financial Services Center in Austin, Texas; or
- (5) Solicitations or contracts in which the VA designated agency office does not have electronic invoicing capability as described above.

(End of Clause)

C.7 VAAR 852.237-70 CONTRACTOR RESPONSIBILITIES (APR 1984)

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

(End of Clause)

(End of Addendum to 52.212-4)

C.8 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS—COMMERCIAL ITEMS (FEB 2016)

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

- (1) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (NOV 2015).
- (2) 52.233-3, Protest After Award (Aug 1996) (31 U.S.C. 3553).
- (3) 52.233-4, Applicable Law for Breach of Contract Claim (Oct 2004) (Public Laws 108-77 and 108-78 (19 U.S.C. 3805 note)).

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

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

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

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

(4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (OCT 2015) (Pub. L. 109-282) (31 U.S.C. 6101 note).

(5) [Reserved]

(6) 52.204-14, Service Contract Reporting Requirements (JAN 2014) (Pub. L. 111-117, section 743 of Div. C).

(7) 52.204-15, Service Contract Reporting Requirements for Indefinite-Delivery Contracts (JAN 2014) (Pub. L. 111-117, section 743 of Div. C).

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

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

(10) [Reserved]

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

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

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

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

(13) [Reserved]

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

(ii) Alternate I (NOV 2011).

(iii) Alternate II (NOV 2011).

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

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

- (iii) Alternate II (Mar 2004) of 52.219-7.
- (16) 52.219-8, Utilization of Small Business Concerns (OCT 2014) (15 U.S.C. 637(d)(2) and (3)).
- (17)(i) 52.219-9, Small Business Subcontracting Plan (OCT 2015) (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 (OCT 2015) of 52.219-9.
- (18) 52.219-13, Notice of Set-Aside of Orders (NOV 2011) (15 U.S.C. 644(r)).
- (19) 52.219-14, Limitations on Subcontracting (NOV 2011) (15 U.S.C. 637(a)(14)).
- (20) 52.219-16, Liquidated Damages—Subcontracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).
- (21) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (NOV 2011) (15 U.S.C. 657f).
- (22) 52.219-28, Post Award Small Business Program Rerepresentation (Jul 2013) (15 U.S.C. 632(a)(2)).
- (23) 52.219-29, Notice of Set-Aside for, or Sole Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (DEC 2015) (15 U.S.C. 637(m)).
- (24) 52.219-30, Notice of Set-Aside for, or Sole Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (DEC 2015) (15 U.S.C. 637(m)).
- (25) 52.222-3, Convict Labor (June 2003) (E.O. 11755).
- (26) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (FEB 2016) (E.O. 13126).
- (27) 52.222-21, Prohibition of Segregated Facilities (APR 2015).
- (28) 52.222-26, Equal Opportunity (APR 2015) (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)(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.

(37)(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.

(38) 52.223-15, Energy Efficiency in Energy-Consuming Products (DEC 2007)(42 U.S.C. 8259b).

(39)(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.

(40) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (AUG 2011)

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

(42)(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.

(43) 52.225-5, Trade Agreements (FEB 2016) (19 U.S.C. 2501, *et seq.*, 19 U.S.C. 3301 note).

(44) 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).

(45) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Jul 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

- (46) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).
- (47) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).
- (48) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).
- (49) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).
- (50) 52.232-33, Payment by Electronic Funds Transfer—System for Award Management (Jul 2013) (31 U.S.C. 3332).
- (51) 52.232-34, Payment by Electronic Funds Transfer—Other than System for Award Management (Jul 2013) (31 U.S.C. 3332).
- (52) 52.232-36, Payment by Third Party (MAY 2014) (31 U.S.C. 3332).
- (53) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).
- (54)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631).
- (ii) Alternate I (Apr 2003) of 52.247-64.

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

- (1) 52.222-17, Nondisplacement of Qualified Workers (MAY 2014) (E.O. 13495).
- (2) 52.222-41, Service Contract Labor Standards (MAY 2014) (41 U.S.C. chapter 67).
- (3) 52.222-42, Statement of Equivalent Rates for Federal Hires (MAY 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

| Employee Class | Monetary Wage-Fringe Benefits |
|------------------------|-------------------------------|
| WG-5703 / Truck Driver | \$19.00 |

- (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) (E.O. 13658).

(9) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (MAY 2014) (42 U.S.C. 1792).

(10) 52.237-11, Accepting and Dispensing of \$1 Coin (SEP 2008) (31 U.S.C. 5112(p)(1)).

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

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

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

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

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

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

(ii) 52.219-8, Utilization of Small Business Concerns (OCT 2014) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$700,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(iii) 52.222-17, Nondisplacement of Qualified Workers (MAY 2014) (E.O. 13495). Flow down required in accordance with paragraph (1) of FAR clause 52.222-17.

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

(v) 52.222-26, Equal Opportunity (APR 2015) (E.O. 11246).

- (vi) 52.222-35, Equal Opportunity for Veterans (OCT 2015) (38 U.S.C. 4212).
- (vii) 52.222-36, Equal Opportunity for Workers with Disabilities (JUL 2014) (29 U.S.C. 793).
- (viii) 52.222-37, Employment Reports on Veterans (FEB 2016) (38 U.S.C. 4212).
- (ix) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.
- (x) 52.222-41, Service Contract Labor Standards (MAY 2014) (41 U.S.C. chapter 67).
- (xi)(A) 52.222-50, Combating Trafficking in Persons (MAR 2015) (22 U.S.C. chapter 78 and E.O. 13627).
 - (B) Alternate I (MAR 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).
- (xii) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment—Requirements (MAY 2014) (41 U.S.C. chapter 67).
- (xiii) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services—Requirements (MAY 2014) (41 U.S.C. chapter 67).
- (xiv) 52.222-54, Employment Eligibility Verification (OCT 2015) (E. O. 12989).
- (xv) 52.222-55, Minimum Wages Under Executive Order 13658 (DEC 2015) (E.O. 13658).
- (xvi) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Jul 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).
- (xvii) 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.
- (xviii) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

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

(End of Clause)

SECTION D - CONTRACT DOCUMENTS, EXHIBITS, OR ATTACHMENTS

D.1 WAGE DETERMINATION

The DOL Wage Determination for the specific locality applies to this solicitation and any contract awarded is available at www.wdol.gov. Please note the listing below is not all inclusive wage determination of each area of performance. It is the contractor's responsible to obtain and evaluate each wage determination locality.

Wage Determination No.: 2005-2391

Revision No.: 18

Date of Revision: 12/29/2015

<http://www.wdol.gov/wdol/scafiles/std/05-2391.txt>

D.2 QUALITY ASSURANCE SURVEILLANCE PLAN (QASP)

The contractor shall be evaluated in accordance with the following QASP.

For: VAMC Salisbury, North Carolina

Contract Number:

Contract Description: REFUSE WASTE COLLECTION SERVICES

Contractor's name:

1. PURPOSE

This Quality Assurance Surveillance Plan (QASP) provides a systematic method to evaluate performance for the stated contract. This QASP explains the following:

- What will be monitored?
- How monitoring will take place?
- Who will conduct the monitoring?
- How monitoring efforts and results will be documented?

This QASP does not detail how the contractor accomplishes the work. Rather, the QASP is created with the premise that the contractor is responsible for management and quality control actions to meet the terms of the contract. It is the Government's responsibility to be objective, fair, and consistent in evaluating performance.

This QASP is a "living document" and the Government may review and revise it on a regular basis. However, the Government shall coordinate changes with the contractor. Copies of the original QASP and revisions shall be provided to the contractor and Government officials implementing surveillance activities.

2. GOVERNMENT ROLES AND RESPONSIBILITIES

The following personnel shall oversee and coordinate surveillance activities.

a. Contracting Officer (CO) - The CO shall ensure performance of all necessary actions for effective contracting, ensure compliance with the contract terms, and shall safeguard the interests of the United States in the contractual relationship. The CO shall also assure that the contractor receives impartial, fair, and equitable treatment under this contract. The CO is ultimately responsible for the final determination of the adequacy of the contractor's performance.

Assigned Contract Specialist (CS):

Eugene B. Coleman, Sr.

Department of Veterans Affairs,

VISN 6 Network Contract Activity

100 Emancipation Drive
Hampton, VA 23667

757-315-3936 Fax: 757-728-3132

Assigned Contracting Officer (CO):

Evelyn Ligon-Moton

Department of Veterans Affairs

VISN 6 Network Contract Activity

100 Emancipation Drive

Hampton, VA 23667

757-315-2570 Fax: 757-728-3132

b. Contracting Officer's Representative (COR) - The COR is responsible for technical administration of the contract and shall assure proper Government surveillance of the contractor's performance. The COR shall keep a quality assurance file. The COR is not empowered to make any contractual commitments or to authorize any contractual changes on the Government's behalf.

Assigned COR:

c. Other Key Government Personnel -

3. CONTRACTOR REPRESENTATIVES

The following employees of the contractor serve as the contractor's program manager for this contract.

a. Program Manager -

b. Other Contractor Personnel -

Title:

4. PERFORMANCE STANDARDS

Performance standards define desired services. The Government performs surveillance to determine if the contractor exceeds, meets or does not meet these standards.

The performance standards listed below shall be used to determine contractor performance and shall compare contractor performance to the Acceptable Quality Level (AQL).

| ID | Performance Objective | Acceptable Quality Level | Method of Surveillance | Incentive/Disincentive |
|----|---|--------------------------|--|---|
| 1 | The Contractor shall adhere to Collection Requirements in accordance with (IAW) Statement of Work (SOW) Section 1.1 | 95% | CO/COR Periodic Surveillance Periodic surveillances will be conducted on a scheduled basis (daily, weekly, monthly, quarterly, semi-annual or annually) and may be adjusted, based on quality trends. | Incentive: favorable contractor performance evaluation. Disincentive: A Contract Discrepancy Report (CDR) will be issued on the first instance of failure to provide the acceptable level of service Two or more issued CDRs may result in reduction of the monthly invoice of 5%. |

| ID | Performance Objective | Acceptable Quality Level | Method of Surveillance | Incentive/Disincentive |
|----|---|--------------------------|------------------------------|--|
| 2 | The Contractor shall adhere to the General Solid Waste IAW SOW Section 1.1.2 | 95% | CO/COR Periodic Surveillance | <p>Incentive: favorable contractor performance evaluation.</p> <p>Disincentive:</p> <p>A Contract Discrepancy Report (CDR) will be issued on the first instance of failure to provide the acceptable level of service</p> <p>Failure to provide the acceptable level of service may be grounds to terminate the contract</p> |
| 3 | The Contractor shall adhere to Reports and Records Requirements IAW SOW Section 1.1.3 | 95% | CO/COR Periodic Surveillance | <p>Incentive: favorable contractor performance evaluation.</p> <p>Disincentive:</p> <p>A Contract Discrepancy Report (CDR) will be issued on the first instance of failure to provide the acceptable level of service</p> <p>Failure to provide the acceptable level of service may be grounds to terminate the contract</p> |

| ID | Performance Objective | Acceptable Quality Level | Method of Surveillance | Incentive/Disincentive |
|----|--|--------------------------|------------------------------|--|
| 4 | The Contractor shall adhere to Disposal Requirements IAW SOW Section 2 | 95% | CO/COR Periodic Surveillance | <p>Incentive: favorable contractor performance evaluation.</p> <p>Disincentive:</p> <p>A Contract Discrepancy Report (CDR) will be issued on the first instance of failure to provide the acceptable level of service</p> <p>Failure to provide the acceptable level of service may be grounds to terminate the contract</p> |
| 5 | The Contractor shall adhere to Maintaining Containers and Collection Area Requirements IAW SOW Section 1.1.6 | 95% | CO/COR Periodic Surveillance | <p>Incentive: favorable contractor performance evaluation.</p> <p>Disincentive:</p> <p>A Contract Discrepancy Report (CDR) will be issued on the first instance of failure to provide the acceptable level of service</p> <p>Failure to provide the acceptable level of service may be grounds to terminate the contract</p> |

| ID | Performance Objective | Acceptable Quality Level | Method of Surveillance | Incentive/Disincentive |
|----|--|--------------------------|--|--|
| 6 | The Contractor shall adhere to Cleaning and Disinfecting/Deodorizing Contractor owned Containers IAW SOW Section 1.1.7 | 95% | CO/COR 100% review of monthly reports and invoices | <p>Incentive: favorable contractor performance evaluation.</p> <p>Disincentive:</p> <p>A Contract Discrepancy Report (CDR) will be issued on the first instance of failure to provide the acceptable level of service</p> <p>Failure to provide the acceptable level of service may be grounds to terminate the contract</p> |
| 7 | The Contractor shall adhere to Equipment Maintenance Compactor IAW SOW Section 3.0 | 95% | CO/COR Periodic Surveillance | <p>Incentive: favorable contractor performance evaluation.</p> <p>Disincentive:</p> <p>A Contract Discrepancy Report (CDR) will be issued on the first instance of failure to provide the acceptable level of service</p> <p>Failure to provide the acceptable level of service may be grounds to terminate the contract</p> |

| ID | Performance Objective | Acceptable Quality Level | Method of Surveillance | Incentive/Disincentive |
|----|---|--------------------------|------------------------------|--|
| 8 | The Contractor shall adhere to Safety IAW SOW Section 6.3 | 95% | CO/COR Periodic Surveillance | <p>Incentive: favorable contractor performance evaluation.</p> <p>Disincentive:</p> <p>A Contract Discrepancy Report (CDR) will be issued on the first instance of failure to provide the acceptable level of service</p> <p>Failure to provide the acceptable level of service may be grounds to terminate the contract</p> |

5. INCENTIVES/DISINCENTIVES

The Government shall use favorable contractor performance evaluations as incentives. The Government shall report unfavorable contractor performance as disincentives. Disincentives shall include documentation of any performance issues and two or more issued CDRs may result in reduction of the monthly invoice of 5%. If repetitive or consistent the government shall take further corrective action or begin termination procedures.

Incentives/disincentives shall be based on exceeding, meeting, or not meeting performance standards.

6. METHODS OF QA SURVEILLANCE

Various methods exist to monitor performance. The COR shall use the surveillance methods listed below in the administration of this QASP.

A. DIRECT OBSERVATION. Can be performed periodically or through 100% surveillance

B. PERIODIC INSPECTION. (Evaluates outcomes on a periodic basis. Inspections may be scheduled [Daily, Weekly, Monthly, Quarterly, or annually] or unscheduled, as required.)

C. VALIDATED USER/CUSTOMER COMPLAINTS. (Relies on the patient to identify deficiencies. Complaints are then investigated and validated.)

D. RANDOM SAMPLING. Contract employee files will be randomly selected for review of evidence of training, background investigation, random drug testing, and driving record reviews.

7. RATINGS

Metrics and methods are designed to determine if performance exceeds, meets, or does not meet a given standard and acceptable quality level. A rating scale shall be used to determine a positive, neutral, or negative outcome. The following ratings shall be used:

Positive outcome: No more than 1 incident of not meeting the performance standard during the period of performance.

Neutral outcome: No more than 3 incidents of not meeting the performance standard during the period of performance.

Negative outcome: More than 3 incidents of not meeting the performance standard during the period of performance.

8. DOCUMENTING PERFORMANCE

a. ACCEPTABLE PERFORMANCE

The Government shall document positive performance. Any report may become a part of the supporting documentation for any contractual action.

b. UNACCEPTABLE PERFORMANCE

When unacceptable performance occurs, the COR shall inform the Contracting Officer (CO). This will normally be in writing unless circumstances necessitate verbal communication. In any case the COR and the CO shall document the discussion and place it in their respective file.

When the COR determines formal written communication is required, the COR shall prepare a Contract Discrepancy Report (CDR), and present it to the CO. The CO will in turn review and submit to the contractor's program manager for corrective action.

The contractor shall acknowledge receipt of the CDR in writing. The CDR will specify if the contractor is required to prepare a corrective action plan to document how the contractor shall correct the unacceptable performance and avoid a recurrence. The CDR will also state how long after receipt the contractor has to present this corrective action plan to the COR. The Government shall review the contractor's corrective action plan to determine acceptability.

Any CDRs may become a part of the supporting documentation for any contractual action deemed necessary by the CO.

9. FREQUENCY OF MEASUREMENT

a. Frequency of Measurement.

During contract performance, the COR will periodically analyze whether the frequency of surveillance is appropriate for the work being performed.

b. Frequency of Performance Assessment Meetings.

The COR shall meet with the contractor monthly to assess performance and shall provide a written assessment.

SECTION E - SOLICITATION PROVISIONS

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

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

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

E.1 INSTRUCTIONS TO OFFERORS

A. QUOTATION SUBMISSION

All quotes shall be submitted in electronic format on disc (PDF or MS Word) and shall be assembled as follows:

Section I – Offer Form (Standard Form 1449) – original signature, and; Contract Administration Data; DUNS Number and Solicitation complete with acknowledgement of Solicitation Amendments

Section II - Pricing shall be submitted as requested in the Schedule of Supplies/Services comprised within the solicitation document. No price/cost information should be included in the technical proposal document. Offerors are not required to submit detailed cost and pricing information with their initial offer beyond the overall price.

Section III - Technical Proposal: Submit technical proposal in a format which clearly addresses the evaluation factors. Each response shall address each factor/sub factor in the sequence listed below and clearly identify which factor is being addressed. The offeror must identify any subcontractors proposed under this solicitation. All technical elements applicable to the utilization of subcontractors must be addressed in the technical proposal and detail provided.

The Technical Volume shall not exceed twenty-five (25) pages in length (minimum 12-point font). Page limitation includes any drawings, charts, etc., and excludes section dividers, table of

contents, list of figures/tables, glossary of terms and cross-referencing indices and resumes (all of which are not considered content pages).

Failure to submit a complete proposal shall result in the proposal being deemed technically unacceptable.

B. AWARD BASIS

The Government will award a firm fixed priced contract on the basis of the lowest evaluated price of the quotes meeting or exceeding the acceptability standards for non-price factors.

Non-price factors will be rated on an “Acceptable/Unacceptable” basis. Failure to meet any of the requirements will result in an “Unacceptable” rating and eliminate the offeror from further consideration for contract award.

The following factors shall be used to evaluate offers:

Factor I – Technical/Management Approach

A. Offeror shall submit company’s detailed technical approach/methodology for completing all requirements of the Performance Work Statement (PWS). The submission shall include but not limited to:

1. The technical proposal shall cover all aspects of Waste Removal experience.
2. Service Licenses: Offeror shall provide all licenses/permits/certifications needed in accordance with all applicable Federal, State, Municipal and local regulations necessary to perform the services required per the SOW, to include evidence of North Carolina insurance license and evidence of liability insurance.

Factor II – Past Performance

Past Performance factors will be rated on an “Acceptable/Unacceptable/Neutral” basis.

Past performance information will be utilized to determine the quality of the contractor’s past performance as it relates to the probability of success of the required effort. The Government will evaluate customer satisfaction, responsiveness to customer needs, and past demonstration of meeting delivery schedules and the delivery of quality services. Emphasis will be on recent, relevant past performance in the previous 3 years. Recent is defined as work performed within the last three years. Relevant is defined as work similar in size and scope of the work described in the Performance Work Statement (PWS).

Past performance information is one indicator of an offeror’s ability to perform the contract successfully. Current and relevant information, source of information, context of data, and general trends in Contractor’s performance shall be considered as it pertains to the performance of work described in this solicitation. Offerors may provide information on problems encountered on identified contracts and the offeror’s corrective action. The Government shall consider this information as well as information obtained from any other sources when evaluating the offeror’s past performance.

Since the Government may not necessarily interview all of the sources provided by the offerors, it is incumbent upon the offeror to explain the relevance of the data provided. Offerors are reminded that the Government may elect to consider data obtained from other sources.

Offerors with no relevant past performance or whom information is not available, shall not be evaluated favorably or unfavorably on past performance.

Factor III - Socioeconomic Status and Usage

VA recognizes the contributions of our Nation’s veterans, and we strive to make contract awards to small businesses owned by veteran-and service-disabled veterans. In an effort to achieve socioeconomic small business goals, VA will evaluate offerors based on their service-disabled veteran-owned small business (SDVOSB) or veteran-owned small business (VOSB) status, and their proposed use of eligible service-disabled veteran-owned small businesses and veteran-owned small businesses as subcontractors. Eligible service-disabled veteran-owned offerors will

receive full credit, and offerors qualifying as veteran-owned small businesses will receive partial credit for this Service-Disabled Veteran-Owned and Veteran-Owned Small Business Status evaluation factor. To receive evaluation credit, an offer or must be **verified** in VetBiz.gov Vendor Information Pages (<http://www.VetBiz.gov>).

Non-veteran offerors proposing to use service-disabled veteran-owned small businesses or veteran-owned small businesses as subcontractors in proportions which meet or exceed the VA subcontracting goals for these firms (regardless of business size) will receive the lowest amount of credit under this evaluation factor. Offerors must state in their proposals the names of the SDVOSBs and VOSBs with whom they intend to subcontract and provide a brief description of the proposed subcontracts and the approximate dollar values of the proposed subcontracts. In addition, the proposed subcontractors must be **verified** in the VetBiz.gov Vendor Information Pages (VIP) (<http://www.vetbiz.gov>).

Non-veteran offerors which use no service-disabled veteran-owned or veteran-owned small businesses as subcontractors shall receive no credit under this evaluation factor.

Factor IV- Price

Total price will be evaluated by the Government. In evaluating the offeror's proposed price for this project, the government concern includes determining whether:

- a. Proposed price reflects a clear understanding of the requirements, and is consistent with the various elements of the offeror's proposal.
- b. Proposed price is reasonable in comparison with proposed prices received in response to the solicitation.
- c. Proposed price is reasonable in comparison with prices with the independent Government cost estimate.

Unrealistically low or high proposed prices, initially or subsequently, may be grounds for eliminating a proposal from competition either on the basis that the offeror does not understand the requirement or the offeror has provided an unrealistic proposal.

C. TECHNICAL QUESTIONS

Offerors should submit all technical questions regarding this solicitation to the Contracting Officer in writing on or before March 28, 2016. No question will be accepted after March 28, 2016. Questions may be sent via e-mail to the Contract Specialist Eugene B. Coleman, Sr. at Eugene.Coleman2@va.gov and the Contracting Officer, Evelyn Ligon-Moton at Evelyn.Ligon-Moton@va.gov or facsimile to (757) 728-3132. Please address your subject line as follows: **Trash Waste Removal Services**. **Telephonic (verbal) questions Will Not be addressed.** All responses to questions, which may affect offers, will be incorporated into a written amendment to the Request for Quotation.

DUE DATES

All quotes shall be submitted by **March 29, 2016, 2:00 PM** to the following address: Department of Veterans Affairs, VISN 6 CAS Attn: Eugene B. Coleman, Sr. 100 Emancipation Drive, Hampton, VA 23667. **Facsimile and electronic submission is not authorized under this announcement.**

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

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

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

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

(End of Provision)

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

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

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

(2) Has a felony criminal violation under any Federal or State law within the preceding 24 months, unless the agency has considered suspension or debarment of the corporation and Suspension and

Debarment Official has made a determination that this action is not necessary to protect the interests of the Government.

(b) The Offeror represents that—

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

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

(End of Provision)

E.4 52.233-2 SERVICE OF PROTEST (SEP 2006)

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

Evelyn Ligon-Moton

Eugene B. Coleman, Sr.
Hand-Carried Address:

Department of Veterans Affairs

Contracting Office
Network Contracting Office 6
100 Emancipation Drive
Hampton VA 23667
Mailing Address:

Department of Veterans Affairs

Contracting Office
Network Contracting Office 6
100 Emancipation Drive
Hampton VA 23667

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

(End of Provision)

E.5 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text

available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

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

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

(End of Provision)

| <u>FAR Number</u> | <u>Title</u> | <u>Date</u> |
|-----------------------|---|-------------|
| 52.204-16 | COMMERCIAL AND GOVERNMENT ENTITY CODE REPORTING | JUL 2015 |
| 52.204-17 | OWNERSHIP OR CONTROL OF OFFEROR | NOV 2014 |
| 52.209-7 | INFORMATION REGARDING RESPONSIBILITY MATTERS | JUL 2013 |

E.6 52.217-5 EVALUATION OF OPTIONS (JUL 1990)

Except when it is determined in accordance with FAR 17.206(b) not to be in the Government's best interests, the Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. Evaluation of options will not obligate the Government to exercise the option(s).

(End of Provision)

E.7 VAAR 852.233-70 PROTEST CONTENT/ALTERNATIVE DISPUTE RESOLUTION (JAN 2008)

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

- (1) Include the name, address, fax number, and telephone number of the protester;
- (2) Identify the solicitation and/or contract number;
- (3) Include an original signed by the protester or the protester's representative and at least one copy;
- (4) Set forth a detailed statement of the legal and factual grounds of the protest, including a description of resulting prejudice to the protester, and provide copies of relevant documents;
- (5) Specifically request a ruling of the individual upon whom the protest is served;
- (6) State the form of relief requested; and
- (7) Provide all information establishing the timeliness of the protest.

(b) Failure to comply with the above may result in dismissal of the protest without further consideration.

(c) Bidders/offerors and contracting officers are encouraged to use alternative dispute resolution (ADR) procedures to resolve protests at any stage in the protest process. If ADR is used, the Department of Veterans Affairs will not furnish any documentation in an ADR proceeding beyond what is allowed by the Federal Acquisition Regulation.

(End of Provision)

| <u>FAR</u> <u>Number</u> | <u>Title</u> | <u>Date</u> |
|-----------------------------|--|-------------|
| 852.215-70 | SERVICE-DISABLED VETERAN-OWNED AND VETERAN-OWNED SMALL BUSINESS EVALUATION FACTORS | DEC 2009 |

E.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)

(End of Addendum to 52.212-1)

E.9 52.212-2 EVALUATION—COMMERCIAL ITEMS (OCT 2014)

(a) The Government will award a contract resulting from this solicitation to the responsible offeror whose offer is the lowest technically acceptable price. The following factors shall be used to evaluate offers:

Technical

Past Performance

Price

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

(c) A written notice of award or acceptance of an offer, mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer, shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.

(End of Provision)

E.10 52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS—COMMERCIAL ITEMS (MAR 2015)

The offeror shall complete only paragraph (b) of this provision if the offeror has completed the annual representations and certifications electronically via <http://www.acquisition.gov>. If an offeror has not

completed the annual representations and certifications electronically at the System for Award Management (SAM) website, the offeror shall complete only paragraphs (c) through (p) of this provision.

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

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

“Forced or indentured child labor” means all work or service—

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

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

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

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

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

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

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

(10) PSC 9630, Additive Metal Materials.

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

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

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

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

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

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

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

(6) Have been voluntarily suspended.

“Sensitive technology”—

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

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

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

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

“Service-disabled veteran-owned small business concern”—

(1) Means a small business concern—

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

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

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

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

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

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

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

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

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

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

(1) Directly by a parent corporation; or

(2) Through another subsidiary of a parent corporation.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(ii) It [] is, [] is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(6)(i) of this provision is accurate for each WOSB concern eligible under the WOSB Program participating in the joint venture. [*The offeror shall enter the name or names of the WOSB concern eligible under the WOSB Program and other small businesses that are participating in the joint venture: _____.*] Each WOSB concern eligible under the WOSB Program participating in the joint venture shall submit a separate signed copy of the WOSB representation.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(2) Foreign End Products:

| Line Item No | Country of Origin |
|--------------|-------------------|
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |

[List as necessary]

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

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

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

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

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

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

[List as necessary]

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

Other Foreign End Products:

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

[List as necessary]

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

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

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

Canadian End Products:

Line Item No.

| |
|-------|
| _____ |
| _____ |
| _____ |

[List as necessary]

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

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

Canadian or Israeli End Products:

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

| | |
|-------|-------|
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |

[List as necessary]

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

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

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

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

[List as necessary]

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

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

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

Other End Products:

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

[List as necessary]

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

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

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

(2) [] Have, [] have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or

subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or Commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property;

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

(4) [] Have, [] have not, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,000 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. Sec. 6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

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

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

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

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

(1) *Listed end products.*

Listed End Product Listed Countries of Origin

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

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

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

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

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

(2) Outside the United States.

(k) Certificates regarding exemptions from the application of the Service Contract Labor Standards. (Certification by the offeror as to its compliance with respect to the contract also constitutes its certification as to compliance by its subcontractor if it subcontracts out the exempt services.)

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

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

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

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

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

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

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

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

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

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

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

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

(l) *Taxpayer Identification Number (TIN)* (26 U.S.C. 6109, 31 U.S.C. 7701). (Not applicable if the offeror is required to provide this information to the SAM 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) Government agencies are not permitted to use appropriated (or otherwise made available) funds for contracts with either an inverted domestic corporation, or a subsidiary of an inverted domestic corporation, unless the exception at 9.108-2(b) applies or the requirement is waived in accordance with the procedures at 9.108-4.

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

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

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

(iii) Certifies that the offeror, and any person owned or controlled by the offeror, does not knowingly engage in any transaction that exceeds \$3,000 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.

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

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

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

Immediate owner CAGE code:

Immediate owner legal name:

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

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

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

Highest-level owner CAGE code:

Highest-level owner legal name:

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

(End of Provision)