PAGE 1 OF

1. REQUISITION NO.

2. CONTRACT NO.

3. AWARD/EFFECTIVE DATE

4. ORDER NO.

5. SOLICITATION NUMBER

6. SOLICITATION ISSUE DATE

a. NAME

b. TELEPHONE NO. (No Collect Calls)

8. OFFER DUE DATE/LOCAL

TIME

9. ISSUED BY

CODE

10. THIS ACQUISITION IS

UNRESTRICTED OR

SET ASIDE:

% FOR:

SMALL BUSINESS

HUBZONE SMALL

BUSINESS

SERVICE-DISABLED

VETERAN-OWNED

SMALL BUSINESS

WOMEN-OWNED SMALL BUSINESS

(WOSB) ELIGIBLE UNDER THE WOMEN-OWNED

SMALL BUSINESS PROGRAM

ECONOMICALLY DISADVANTAGED

WOMEN-OWNED SMALL BUSINESS

(EDWOSB)

8(A)

NAICS:

SIZE STANDARD:

11. DELIVERY FOR FOB DESTINA-

TION UNLESS BLOCK IS

MARKED

SEE SCHEDULE

12. DISCOUNT TERMS

13a. THIS CONTRACT IS A

RATED ORDER UNDER

DPAS (15 CFR 700)

13b. RATING

14. METHOD OF SOLICITATION

RFQ

IFB

RFP

15. DELIVER TO

CODE

16. ADMINISTERED BY

CODE

17a. CONTRACTOR/OFFEROR

CODE

FACILITY CODE

18a. PAYMENT WILL BE MADE BY

CODE

TELEPHONE NO.

17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER

18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED

SEE ADDENDUM

19.

20.

21.

22.

23.

24.

ITEM NO.

SCHEDULE OF SUPPLIES/SERVICES

QUANTITY

UNIT

UNIT PRICE

AMOUNT

(Use Reverse and/or Attach Additional Sheets as Necessary)

25. ACCOUNTING AND APPROPRIATION DATA

26. TOTAL AWARD AMOUNT (For Govt. Use Only)

27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA

ARE

ARE NOT ATTACHED.

27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA

ARE

ARE NOT ATTACHED

28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

29. AWARD OF CONTRACT: REF. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ OFFER

COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND

DATED \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_. YOUR OFFER ON SOLICITATION

DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY

(BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE

ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED

SET FORTH HEREIN IS ACCEPTED AS TO ITEMS:

30a. SIGNATURE OF OFFEROR/CONTRACTOR

31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)

30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)

30c. DATE SIGNED

31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT)

31c. DATE SIGNED

AUTHORIZED FOR LOCAL REPRODUCTION

(REV. 5/2011)

PREVIOUS EDITION IS NOT USABLE

Prescribed by GSA - FAR (48 CFR) 53.212

7. FOR SOLICITATION

INFORMATION CALL:

STANDARD FORM 1449

**OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30**

**SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS**

58

VA249-12-R-0124

11-10-2011

Kim Carson

615-225-3356

12-05-2011

1:00 pm CST

Department of Veterans Affairs

VISN 9 ASC (90C)

1639 Medical Center Parkway, Suite 400

Murfreesboro TN 37129

X

100

X

562111

$12.5 Million

N/A

X

Department of Veterans Affairs

VAMC

VA TN Valley HCS Nashville Campus

1310 24th Avenue South

Nashville TN 37212

Department of Veterans Affairs

VISN 9 ASC (90C)

1639 Medical Center Parkway, Suite 400

Murfreesboro TN 37129

Department of Veterans Affairs

FSC

P O Box 149971

Austin TX 78714

Comprehensive Waste Management Services at the Tennessee

Valley Healthcare System (TVHS) Medical Center and

surrounding Community Based Outpatient Clinics (CBOC).

See Statement of Work for Complete Description.

X

X

# 

## 

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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 00249 Kim Carson

Department of Veterans Affairs

VISN 9 ASC (90C)

1639 Medical Center Parkway, Suite 400

Murfreesboro TN 37129

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

[X] 52.232-34, Payment by Electronic Funds Transfer -

Other than Central Contractor Registration, or

[] 52.232-36, Payment by Third Party

3. INVOICES: Invoices shall be submitted in arrears:

a. Quarterly []

b. Semi-Annually []

c. Other [X MONTHLY]

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

ORIGINAL INVOICE AND COPY OF INVOICE

Department of Veterans Affairs Department of Veterans Affairs

FSC Attn: Leon Langguth

P O Box 149971 3400 Lebanon Road

Austin TX 78714 Murfreesboro, TN 37129

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

AMENDMENT NO DATE

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_

5. Instructions to offerors - Please provide the following to Kimberly carson, Contract specialist, at the address in Block 9 of SF 1449 by **DECEMBER 5, 2011** at 1 P.m. CST.

1. Complete blocks 17, 30a, 30b and 30c of SF 1449 and return.
2. Complete and return Data Cover Page, Attachment 4.
3. Complete and return Schedule of Services/Pricing Schedule in Section B 2, pages 17-23
4. Submit three (3) copies of the Technical Proposal in a format which clearly addresses the evaluation factors found on pages 43. Each response shall address each factor and clearly identify which factor is being addressed. This is not intended to restrict answering in as much detail as the offeror deems necessary to adequately present and address each factor in the technical proposal.
5. Provide the Past Performance Information sheets (Attachment 3) to three (3) Business References who have first-hand knowledge of performance relative to the same type of services, dates of contract performance, and total contract amount. **Your business references should email this form to Kimberly Carson, Contract Specialist, at** [**kimberly.carson@va.gov**](mailto:kimberly.carson@va.gov) **or fax 615-225-5432 no later than December 5, 2011 at 1 P.M. CST.**
6. **Central Contractor Registration (CCR):** As stated in 52.212-1(k), prospective awardees are required to be registered in the Central Contractor Registration (CCR) database. Offerors are encouraged to go to the CCR database at <http://www.ccr.gov> and start the registration process as soon as possible to avoid possible delays should the contractor be selected as a prospective awardee.
7. **Amendments to this Solicitation:** Offerors are encouraged to monitor the Federal Business Opportunities website with respect to this solicitation because any amendments to this Solicitation will be posted on that website ([www.fbo.gov](http://www.fbo.gov)).
8. **Format of Proposal:** Offerors should review this entire solicitation before submitting a proposal to ensure that their proposals meet all requirements. Specific guidance on proposal preparation is provided in Section 52.212-1 of this solicitation.
9. Complete all necessary fill-ins for clause 52.212-3 and certifications in the RFP.
10. **Questions:** All questions regarding this solicitation must be submitted to the Contract Specialist in writing by e-mail to [kimberly.carson@va.gov](mailto:kimberly.carson@va.gov) by **November 21, 2011 at 9 A.M. CST.** **No phone calls will be accepted.** Due to the urgent need for these services, there is no assurance that questions received after date will be answered **November 21, 2011**. All responses to questions will be incorporated into a written amendment posted to the Federal Business Opportunities website ([www.fbo.gov](http://www.fbo.gov)).

Proposals will not be accepted through email or fax.

**B.2 STATEMENT OF WORK (SOW) WASTE MANAGEMENT**

#### **GENERAL:**

Contractor shall be responsible for allocating all equipment and personnel, including back-up resources, to meet all requirements for the comprehensive management of the solid waste, recycling programs, infectious waste and universal waste at the Tennessee Valley Healthcare System (TVHS) and all affiliated facilities. The comprehensive waste services shall not only include the collection and disposal of the waste, but also the training and support required to ensure compliance with all Federal, State, and Local regulations. The ability to provide waste audits and to properly separate waste streams is crucial to this requirement. The Contractor must be able to assist the facilities in properly profiling their waste and reducing the volumes of waste, while increasing recycling services. It shall be the responsibility of the Contractor to provide the tracking and reports in a timely manner, and action plans to address any shortfalls.

**2. BACKGROUND:**

Tennessee Valley Healthcare System (TVHS) is an integrated healthcare system comprised of Medical Centers, the Alvin C. York Campus in Murfreesboro, TN, and the Nashville Campus in Nashville, TN, and many community based outpatient clinics located in Tennessee (Charlotte Avenue, Chattanooga, Clarksville, Tullahoma, McMinnville, Cookeville, Vine Hill and Dover), and Kentucky (Fort Campbell, Hopkinsville, and Bowling Green).  
  
TVHS provides ambulatory care, primary care, and secondary care in acute medicine and surgery, specialized tertiary care, transplant services, spinal cord injury, outpatient care, and a full range of extended care and mental health services. The Nashville Campus is the only VA facility that supports all solid organ transplant programs, including total in-house kidney and bone marrow transplants. The Alvin C. York Campus is a network referral center for mental health services, geriatrics, and extended care. TVHS provides a full range of specialized medical services.

**3. PERIOD OF PERFORMANCE:** 9-month base period, with four (4) one-year option periods.

|  |  |
| --- | --- |
| Base Year: | December 16, 2011 – September 30, 2012 |
| 1st Option Period | October 1, 2012 – September 30, 2013 |
| 2nd Option Period | October 1, 2013 – September 30, 2014 |
| 3rd Option Period | October 1, 2014 – September 30, 2015 |
| 4th Option Period | October 1, 2015 – September 30, 2016 |

**4. PLACES OF PERFORMANCE:**

|  |  |
| --- | --- |
| a. | **\***Alvin C. York VA Medical Center 3400 Lebanon Pike Murfreesboro, TN 37129 |
| b. | **\***Nashville Campus 1310 24th Avenue South Nashville, TN 37212 |
| c. | CORPCARE 1110 Wilkinson Trace Circle Hartland Medical Plaza Bowling Green, Kentucky 42103 |
| d. | Fort Campbell Outpatient Clinic Desert Storm Ave. Building 39  Fort Campbell, KY 4223 |
| e. | Hopkinsville OPC 1102 South Virginia Drive Hopkinsville, KY 42240 |
| f. | **\***Chattanooga VA OPC 6200 Building Suite 5200 150 Debra Road Chattanooga, Tennessee 37411 |
| g. | Clarksville OPC1832 Memorial Street Clarksville, Tennessee 37043 |
| h. | Cookeville Veterans Primary Care Clinic 851 S. Willow Ave Suite 108 Cookeville, Tennessee 38501 |
| i. | Stewart County Community Medical Center1021 Spring Street Dover, Tennessee 37058-0497 |
| j. | McMinnville Outpatient Clinic 1014 S Chancery Street McMinnville, TN 37110 |
| k. | Charlotte Avenue Clinic 1919 Charlotte Avenue Nashville, TN 37203 |
| l. | Vine Hill Clinic 601 Benton Ave Nashville, TN 37204 |
| m. | Women Veterans Healthcare Center 1919 Charlotte Avenue, Suite 300 Nashville, TN 37203 |
| n. | Tullahoma Outpatient Clinic 225 First Street Arnold Air Force Base, TN 37389 |

\*Facilities identified with an asterisk (a, b, & f) require services upon Contract Award; all others may be added during the course of the contract as a change order. Offeror shall identify any or all of the above facility locations which it is capable of performing the services.

**5. FREQUENCY OF SERVICE(s) PROVIDED:**

**Current Services Only:**

|  |  |  |  |
| --- | --- | --- | --- |
| **Location** | **Building** | **Service** | **Container Size** |
| a. York VA | 10 | Mon/Wed/Fri | 8yd |
|  | 107 | Mon/Wed/Fri | 8yd |
|  | 116 | Mon/Wed/Fri | 8yd |
|  | 12 | Mon/Wed/Fri | 8yd |
|  | 146 | On Call | 30yd Open |
|  | 5 | Mon/Wed/Fri | 8yd |
|  | 7 | Mon/Wed/Fri | 8yd |
|  | 8 | Mon/Wed/Fri | 8yd |
|  | 2 | 4x Weekly | 30yd Compactor |
|  | 16 | On Call | 30yd Open |
|  | 118 | On Call (Recycle) | 30yd Open |
|  | 12 | On Call | 30yd Open |
| b. Nashville | Loading Dock | On Call (Recycle) | 42yd Compactor |
|  | Loading Dock | On Call | 35yd Compactor |
| c. Chattanooga | Loading Dock | Tue/Thur | 8yd |

**6. DAYS AND HOURS OF OPERATION:**

Monday – Friday, 8:00 a.m. to 4:30 p.m., excluding federal holidays.

**7. PERFORMANCE REQUIREMENTS:**

1. The contractor shall provide all labor, supplies, equipment, and disposal for the following services:
2. Regulated medical waste removal and disposal services
3. Solid waste disposal services and recycling services

Recycling Services:

* 1. Scrap Metal
  2. Pallets
  3. Shrink Wrap
  4. Plastic HPDE 1-5
  5. Universal Waste

1. Total Universal Waste Management
2. Waste audits
3. Training for waste streams to ensure compliance

2010 Estimated Quantities:

2,401,429 lbs of regular solid waste

321,721 lb of cardboard recycled

301,440 lbs of RMW

**8. REFERENCE/REQUIREMENTS:** The requirements of the following agencies must be met at all times:

* 1. Environmental Protection Agency (EPA) 40 CFR.
  2. Food and Drug Administration (FDA) Quality System Regulation as stated in 21 CFR Part 820
  3. Department of Transportation (DOT) 49 CFR.
  4. Occupational Safety and Health Administration (OSHA)

**9. REGULATED MEDICAL WASTE MANAGEMENT AND DISPOSAL (RMW):**

The shipping papers are to be in compliance with the requirements for the US DOT.

The facility currently operates an on-site medical waste treatment technology, which will be taken out of operation. Contractor shall provide flexibility and responsible management of the services to ensure the needs of the facility are met through this transition.

The contractor must be able to provide containers designed and dedicated solely for the collection of regulated medical waste. The only use for these containers shall be for the transportation of regulated medical waste. The contractor must describe the containers proposed. Boxes shall not be acceptable for the packaging of the biomedical waste, only carts shall be used to minimize handling by the staff at the facilities.

All regulated medical waste that requires incineration shall be brought to a central staging area. All pathological waste and trace chemotherapeutic waste collected from the facilities must be incinerated. The VA will be responsible for the segregation of waste in accordance with Federal, State, and Local requirements. This waste will be packaged in corrugated boxes to ensure it is properly treated. Contractor is required to provide labels to clearly identify these containers. The Contractor must demonstrate the controls that shall be in place to ensure this waste is properly treated.

The Contractor shall provide leak and puncture proof reusable containers with lids that can be secured for transportation of the regulated medical waste. Contractor shall provide labeling on all containers of regulated waste with the following information at a minimum:

* 1. Name of transporter or immediate handler.
  2. “Regulated Medical Waste”
  3. UN3291
  4. Bar-coded labels identifying the generator

Regulated medical waste liners shall be provided by the Contractor for the containers provided on each delivery. The liners shall meet the following certifications:

* 1. **Impact** resistance as prescribed in **ASTM D 1709.04**
  2. **Tear** resistance as prescribed in **ASTM D 1922.03a**

The containers must be designed so it can be easily and safely handled by the VA staff. It should also be designed so that it can be easily secured and transported within the facility by the VA staff. The size of the container must be in the range of 30 to 150 gallons and must be pre‑approved by the Contracting Officer Technical Representative (COTR). The Contractor must ensure that containers being delivered to the sites are sanitized and disinfected.

Pick‑up and delivery by the Contractor is required for each site. Full containers shall be removed from the designated storage area at each site and replaced with empty containers. The replacement containers are required to be sanitized and disinfected. The replacement containers shall be placed within the designated empty container storage area at each site. Delivery and pick‑up must be made at a time agreed upon by the COTR. Scheduled arrangements shall be made in the best interest of the VA to ensure ample dock space is available. Pick up sites and required pick-up schedules will be identified during the site visit.

**Note**: Scheduled pick‑up and delivery schedules are subject to change upon agreement by the COTR and the Contractor.

Transportation vehicles shall be equipped with fully enclosed leak-resistant cargo body maintained in a sanitary condition and secured when left unattended. Vehicles shall bear the transporter's name, state permit number if required, and the words "Regulated Medical Waste" on the sides of the body. Waste shall not be subject to mechanical stress. Regulated medical waste shall not be combined with other wastes, such as solid waste or recyclables. Regulated medical waste shall be secured prior to leaving the VA facility. The waste shall remain on the permitted vehicle at all times and shall be unloaded at the appropriate disposal or transfer facility. The facility shall be permitted to accept regulated medical waste.

Contractor shall immediately notify the appropriate agencies, and the generator, if a vehicle is involved in a spill or accident which renders the vehicle non-compliant with applicable rules and regulations.

The contractor shall furnish, sign, and date a properly prepared manifest prior to removing the regulated medical waste from the facility. The VA designated employee and the transporter shall certify that the manifest data matches the contents of the load to be transported. A ticket or copy of the manifest will be left with the facility to verify the waste has been removed. The contractor shall deliver the waste to an authorized disposal facility. The disposal facility shall sign the manifest to verify that the regulated medical waste has been delivered and accepted. The contractor shall maintain a copy of the manifest for a minimum of 3 years. Contractor shall return a copy of the manifest to the generator, assuring final disposal.

The VA reserves the right to thoroughly inspect the Contractor's disposal facility to assure acceptable standard of performance.

Contractor shall maintain a log of regulated medical waste shipments. The log shall identify the quantities of regulated medical waste shipped.

**10. SOLID WASTE DISPOSAL AND RECYCLING SERVICES**

The TVHS solid waste service is a critical support service for the Hospital. Solid waste must be removed from the facility in an efficient and timely manner so as not to interfere with work production within buildings or at the loading docks. Maintaining the cleanliness and aesthetic appearance of the equipment shall be a high priority.

The loading dock is the most critical area for the management of the solid waste. The waste must be removed on schedule so as not to interfere with the facility operations at the loading dock. The containers must be in good condition. As part of this solicitation, the contractor shall provide new equipment to ensure the cleanliness and aesthetic appearances are satisfactory.

The Contractor must provide a plan for maintaining the cleanliness of the containers and equipment.

If abuse or vandalism is identified, it shall be immediately brought to the attention of the COTR, and arrangements for repair shall be agreed upon by Contractor, Contracting Officer, and COTR.

Used compactor equipment will be authorized temporarily, provided that new compactors are ordered, and confirmation of order can be provided. The COTR must approve equipment, locations, and contractor prior to implementation.

The Contractor shall provide the TVHS with 34 cubic yard self-contained compactor, 8 and 30 cubic yard open top for solid waste services.

The compactor shall be a Marathon RJ 250 SC or equivalent. The compactor must be designed to maximize fullness and to minimize the required pulls, to avoid disruption to service. The compactor must be designed to meet or exceed all safety standards to include key type lock/start control, emergency disconnect within 10 feet of the machine, and an emergency stop. Unit must be designed to prevent leakage, spillage, odors and pest control concerns. Compactors shall have electronic notification devices that notify the COTR and the contractor. Compactors will be required to have a cart dumper to minimize handling of the solid waste by the VA staff.

Any required mechanical or electrical modifications to accommodate the compactors in the designated dock areas shall be noted and corrected by the contractor. The TVHS shall ensure the area is prepared prior to the equipment being ordered by the Contractor. The Contractor is responsible for the installation of the compactor, once the VA has prepared the site as specified.

The pick-up frequency of the compactor and open top will be identified at the time of the site visit.

Contractor shall maintain a log of solid waste shipments. The log shall identify the date, time and quantities of solid waste shipped.

The contractor shall provide to the TVHS vertical/horizontal balers. The balers shall produce bales that are 60 inches by 30 inches to assure maximum value of the baled materials.

The Contractor is responsible for the removal and transporting of all baled items from the facility. The baled items shall generate a rebate to the VA. The rebate shall be applied to the invoice for the comprehensive waste management.

Contractor shall maintain a log of recycling shipments. The log shall identify the quantities of recyclables shipped and the rebates generated as a result.

Contractor shall design a recycling program to institute recycling of items not currently captured by the TVHS to meet the VA Directive. The recycling program shall be identified as part of the waste audit. Contractor shall consider single stream based on the size and location of facilities.

**11. UNIVERSAL WASTE**

Universal wastes are hazardous wastes that are generated by a wide variety of people that contain mercury, lead, cadmium, copper and other substances hazardous to human and environmental health. In general, universal waste may not be discarded in solid waste landfills. Examples of these wastes are batteries, fluorescent tubes, and some electronic devices. The best way to reduce the harmful effects of the wastes on human health and the environment is to reduce consumption.

Batteries—Includes all batteries, AAA, AA, C, D, button cell, 9-volt, and all others, both rechargeable and single use --Cadmium, Copper and (In older batteries) Mercury.

Fluorescent bulbs include mercury vapor bulbs, metal halide and high-pressure sodium bulbs, and are used for streetlights, floodlights, parking lots, and industrial lighting.  Other mercury-containing bulbs include neon/argon lamps commonly used in the electric sign industry.

* 1. **BATTERY PACKING**

All batteries shall be packaged for transportation in a manner which prevents short circuiting and damage to the battery or its terminals. This may be achieved by the following measures listed below:

* Each battery must be placed in a separate plastic “baggie” or the terminal ends must be taped securely.
* All other batteries must be in accordance with all local, state and federal regulations. All containers shall be visibly labeled before any batteries are placed into the containers.
* Battery containers must be properly labeled and sorted by type.
* Large vented batteries (lead acid, vented ni-cad, etc.) which are palletized shall have a heavy cardboard or non – conductive divider between the battery terminals if stacked on the pallet. Batteries must be securely packaged on the pallet in a way which prevents shifting during transportation.

**b. BULB PACKING**

* All bulbs shall be packaged for transportation in a manner which prevents breaking and or damage.
* Lamps are to be shipped in original container or equal. Boxes and drums are available for purchase or rental. Containers shall be labeled Universal Waste prior to any bulbs being placed back into the container.
* Boxes of lamps can be placed on the same pallets that the originals come on.  If they are unavailable, attach two pallets together to accommodate the eight foot lamps.
* Shrink-wrap the pallets for transport
* Pack the boxes full of lights, they travel better this way.
* Tape the end of the box when full.
* Remove the dividers from the box.
* Arrange the boxes neatly on the pallet.
* Keep lamps dry.

**12. SCRAP METAL/PALLETS**

The contractor shall provide all personnel, equipment, tools, materials, vehicles, supervision, and other items and services necessary to perform scrap metal and pallet recycling at TVHS.

VA Warehouse personnel shall call the COTR as needed for delivery of various size scrap metal containers including 10 cubic yard, 20 cubic yard, 30 cubic yard and/or 40 cubic yard. The contractor shall deliver and drop the container in an area designated by VA Warehouse personnel during normal business hours, between 8:00 am and 4:30 pm, Monday through Friday, excluding federal holidays. Once called, the contractor will deliver the scrap metal container within 48 hours upon the telephone request (excluding weekends and holidays). Container requests may be issued for any combination of containers. Once the container is full or ready for pick up, VA Warehouse personnel shall notify the COTR via telephone. VA Warehouse personnel shall neatly stack all pallets in accordance with the contractor’s specific guidance. The contractor shall pick up the materials and provide the COTR a receipt.

**13. WASTE AUDIT**

The Contractor shall provide to the TVHS an annual waste stream survey of all sites to include a formal written report after completion, in which contractor specifically reviews the waste generation and waste flow within a facility to determine areas of opportunity for waste reduction and elimination.

Once a clear reduction plan is approved, the Contractor and the VA will implement the program. Contractor and VA will develop internal relationships with generators and work with them to achieve the program's goals. Contractor and VA will train generators on the different types of waste in their area (infectious, noninfectious and recyclable) and where to properly dispose of it. The contractor shall monitor and track cost, waste generation by type and location, and training records for employees. All training records shall be sent electronically to the COTR and COTR designee.

Contractor understands that they shall also be required to provide subsequent briefing and in-service training for TVHS. This training shall be conducted at no cost to the VA. Dates and times of training will be mutually agreed upon between the Contractor and the COTR.

The Contractor shall provide training for all sites as deemed necessary to include initial training for Environmental Management Service personnel on any new procedures relative to the handling/processing of regulated medical waste. This shall be scheduled (if necessary) by the COTR after awarding of the contract. Cost for these services shall be provided at no additional cost to the VA, and limited to once annually.

The Contractor shall provide a monthly tracking reporting system that shall allow for the TVHS to track all wastes from the point of generation as a means to identify waste poundage and classification. This report shall clearly demonstrate the facilities classification of wastes and opportunities for reduction. The report shall track all waste streams-solid waste, medical waste; incinerate only wastes, recycling and plastic diversion. The report shall also provide recycling factoids (ie. pounds). The Contractor shall provide a sample of the proposed report to the COTR for approval. This sample shall be submitted within ten (10) calendar days of receipt of the Notice of Award.

**14. TRAINING REQUIREMENTS**

Due to the health and safety risks (especially Bloodborne Pathogens) associated with this requirement, the Contractor’s methods, procedures, training and other controls that are proposed must allow the performance of the tasks with no adverse effects from the risk factors.

The training plan shall demonstrate a good working knowledge of the US DOT, US Occupational Health and Safety (OSHA), and other applicable regulations that govern the health and safety risks involved in the handling and shipping of regulated medical waste. The contractor must be able to provide, at a minimum, the following training:

- US DOT

- HAZMAT Familiarization

- Function Specific

- Shipping Papers

- Proper Packaging

- Safety

- Security Awareness/In-Depth Security

- OSHA Bloodborne Pathogens Standard

- Waste Minimization

- Universal Waste

**15. SPECIAL CONTRACT REQUIREMENTS**

**a. QUALIFICATIONS:**

Contractor is required to identify any subcontractors and suppliers. Contractor is responsible for supervision, contract compliance and obtaining any necessary documentation from their subcontractors or supplies performing under this contract. If the contractor intends to utilize subcontractors and suppliers other than those initially identified, operating licenses, permits, certificates and any other forms required by regulatory agencies for the new facility must be submitted to the Contracting Officer no later than thirty (30) days prior to change. Any and all cost increases to meet additional regulatory requirements caused by such change of disposal facilities or any other contractor action relative to transport, storage, and/or disposal of regulated medical waste shall be borne by the contractor.

**b. CONTRACTOR PERSONNEL**

1. The contractor shall provide a Project Manager who is responsible for the performance/coordination of work defined in this contract. The name and phone numbers (during and after hours) of this person and alternate(s), who shall act for the contractor when the manager is absent, shall be designated in writing to the Contracting Officer no later than fifteen (15) days prior to the contract start date. The contract manager and alternate(s) shall be able to understand, read, fluently speak, and legibly write the English language. This person may perform services under this contract in addition to contract management duties. The contract manager or alternate shall have full authority to act for the contractor in all contractual matters relating to daily operation of this contract. All changes must be provided in writing to the Contracting Officer no later than forty-eight (48) hours prior to the implementation of such changes.
2. Contractor shall provide their employees with appropriate protective clothing, equipment, and apparel as prescribed by the Occupational Safety & Health Administration (OSHA). The technician shall be dressed neatly in appropriate uniform and wear an identification badge at all times when servicing at the VA facility.
3. Contractor shall be available for consultation and education to Medical Center's staff on the proper use of reusable sharps containers.
4. The contractor shall ensure that all employees understand the risks involved with regulated medical waste and are trained in specific procedures to handle spills on the TVHS premises, and en route to a treatment facility.
5. Contractor employees who pick up regulated medical waste from the TVHS are identified as being susceptible and/or occupationally at risk to certain biological hazards. The contractor shall provide these employees with the required immunizations.

**c. PERSONNEL POLICY:**

The Contractor shall assume full responsibility for protection of the personnel furnishing services under this contract in accordance with the attached Wage Determinations. The Contractor shall carry insurance in accordance with FAR 52.228 with the minimum coverage specified in FAR 28.307.

**16. PROTECTION OF GOVERNMENT PROPERTY:**

During work execution, the Contractor shall take special care to protect Government property including interior and exterior buildings, furniture, walls, baseboards, and other surfaces. Damage resulting from Contractor operations shall be repaired by the Contractor, including painting, refinishing, or replacement (if necessary), at no additional cost to the Government. Contractor shall be responsible to meet all OSHA/Safety requirements in the performance of the work. This shall include but not be limited to taking all the necessary precautions to protect the patients, visitors and/or staff at each location. Contractor shall be held responsible for any injuries and/or damage, which may be caused as a result of the Contractors failure to adhere to these requirements.

**17. PERMITS AND RESPONSIBILITIES:**

The Contractor shall, without additional expense to the Government, be responsible for obtaining any necessary licenses and permits, and for complying with any applicable Federal, State, and Municipal laws, codes, and regulations in connection with the prosecution of the work. This includes acquiring any installation listed in this contract. The contractor shall be similarly responsible for all damages to persons or property. The Contractor shall take proper safety and health precautions to protect the work, the workers, the public and the property of others. He shall also be responsible for all materials delivered and work per-formed until completion and acceptance of the entire work.

**18. QUALITY ASSURANCE PLAN:**

The ability to successfully provide the number and types of services required on a daily basis over an extended period of time requires a good Quality Assurance Plan. The required services shall be delivered within the normal working hours (7A-4:30P), while meeting the quality standards required. The Contractor shall focus on delivering the primary services of collections, consolidation, transportation, shipping and disposal in a manner the meets the requirements. The Contractor shall identify the key staff members who will carry out the requirements.

**19. COMMUNICATION:**

The contractor shall explain the communication plan for employees and subcontractors. Highly functional and efficient data and voice communications are critical for successfully performing the contract requirements. The Contractor must be capable of sending and receiving e-mails and faxes, communicate with the Project Manager, communicate with service vehicles regularly to determine locations and relay service related messages, and send/receive electronic data files. Communication shall be critical in ensuring no interruption of services. Communication shall include how waste will be collected, manifested, and treated. It is important that the biomedical waste be collected every 28 days, and the “incinerate only” waste is properly handled. The communication shall be very important to ensure compliance.

**20. PROJECT MANAGEMENT:**

Contractor shall provide a highly qualified Project Manager with strong support from corporate management as this shall be essential to successfully performing these requirements day to day over an extended period of time. This plan shall identify the organizational structure proposed to direct these operations. The management team members shall be identified along with a description of qualifications and relative experience. Resumes shall be provided for all members of the project management team and other key personnel requiring special skills. Contractors should not view this as simply a trash disposal service. This requirement is broad and diverse and requires an integrated, involved management approach to deliver these services successfully.

**21. HEALTH & SAFETY:**

Due to the health and safety risks (especially Bloodborne Pathogens) associated with this requirement, the Contractor’s methods, procedures, training and other controls that are proposed must allow the performance of the tasks with no adverse effects from the risk factors. The Health and Safety plan shall demonstrate a good working knowledge of the US DOT, US Occupational Health and Safety (OSHA), State of Tennessee Department of Health and other applicable regulations that govern the health and safety risks involved in the handling and shipping of regulated medical waste. All tasks with potential health and safety risks shall be identified along with the proposed control measures to ensure minimal exposure to minimize risk. The Contractor agrees that his personnel and equipment are subject to safety inspections by Government personnel while on Federal property. The Contractor shall ensure that all personnel involved in the handling, repackaging, and transportation of the items listed herein shall be trained in the areas of spills, and general first aid procedures.

**22. REPORTS:**

The Contractor shall provide this/these report(s) monthly. The report(s) must demonstrate the objectives that are being met, and action plans for the objectives that have not been achieved. The Contractor must explain how this shall be measured to ensure tracking that is consistent and accurate. The contractor shall be required to provide a waste audit report at least once per year. This report shall identify opportunities for reduction, health & safety risks, equipment reviews, and training requirements to achieve opportunities identified in the audit. The Contractor must demonstrate the training records and reporting that shall be provided. This must comply with the regulations as defined in the “Training” section.

**23. CAPABILITIES AND RELEVANT CORPORTATE EXPERIENCE:**

The contractor shall describe the abilities of the contractor and any subcontractors to perform this work plus relevant experience. References to current or previous clients to whom similar services were or are being provided shall be included. Experience most relevant to this solicitation would be managing and providing a comprehensive waste and services program, including the required training and compliance services, similar to this requirement. Experience providing a comprehensive waste management program for an industrial generator or a residential area is less relevant; the services should be specific to a Hospital due to the unique needs and training requirements that face these facilities.

Capabilities shall be described in terms of equipment, management experience, qualified personnel, knowledge of the business and an organizational structure that is flexible and responsive enough to direct and support the services required herein. Strong capabilities would consist of demonstrating the available corporate financial resources, equipment, experienced management team and demonstrated experience of successfully managing a contract with complexities of service. Contractor must have at least three years of experience.

**24. ADMINISTRATION**

a. **Facility Orientation:** An initial orientation of the facilities will be conducted by the COTR at the start of the contract. The contractor shall be responsible for conducting orientation for new employees thereafter.

b. **Accident Reporting:** In the event an accident occurs on the Department of Veterans Affairs property or involving Government personnel or property, the contractor shall contact the VA Police immediately. A report shall be provided to the Contracting Officer and COTR in writing that shall include the following: (1) the time and date of occurrence; (2) the place of occurrence; (3) a list of personnel directly involved; and (4) a narrative or description of the accident to include chronological order of the accident and circumstances;(5) corrective action to prevent future occurrences.

c. **Locations:** The government reserves the right to modify the contract as needed to add or delete VA facility locations.

d. **Federal Holidays:**

New Year’s Martin Luther King Jr. Day President’s Day Memorial Day

Fourth of July Labor Day Columbus Day Veteran’s Day

Thanksgiving Christmas

**Please note: When a holiday falls on a non workday -- Saturday or Sunday -- the holiday usually is observed on Monday (if the holiday falls on Sunday) or Friday (if the holiday falls on Saturday).**

e. **Invoice**: Payment will be made upon receipt of a properly prepared, itemized invoice, validated by the COTR, and submitted to VA FSC, P. O. BOX 149971, AUSTIN, TX 78714.

(1) A properly prepared invoice will contain:

* Invoice Number and Date
* Contractor’s Name and Address
* Accurate Purchase Order Number
* Itemization of pounds recycled and disposed
* Price per pound
* Dates service performed
* Location of service performed
* Total amount due

(2) A separate invoice will be prepared for each facility.

**B.2 PRICE/COST SCHEDULE**

**PRICING SCHEDULE - TENNESSEE VALLEY HEALTHCARE SYSTEM (TVHS)**

\*NOTE: In order to be considered for award, the Offeror (shall provide pricing for base year and all option years) must quote all locations (as scheduled below) for TVHS.

**Location A**  
TVHS VAMC  
3400 Lebanon Road  
Murfreesboro, TN 37129  
  
**Medical Waste:** The contractor shall provide approximately fifty (50) 32 gallon Drums on wheels, and approximately forty (40) boxes for chemotherapy waste. Red bags will be furnished by VAMC for bio-hazardous containers.

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| Period of Performance | | Estimated Qty | Unit Cost | Total Cost |
| (per pound) |
| Base Period: | 12/1/11 – 9/30/12 | 85,000 lbs | $ | $ |
| Option Year 1 | 10/1/12 – 9/30/13 | 85,000 lbs | $ | $ |
| Option Year 2 | 10/1/13 – 9/30/14 | 85,000 lbs | $ | $ |
| Option Year 3 | 10/1/14 – 9/30/15 | 85,000 lbs | $ | $ |
| Option Year 4 | 10/1/15 – 9/30/16 | 85,000 lbs | $ | $ |
| **GRAND TOTAL** | | | | **$** |

**Solid Waste:**

**  
BASE YEAR: 12/1/11 – 9/30/12**

8-Cubic Yard $ per pull Estimated 1,094 pulls $ per year  
  
30-Cubic Yard Compactor $ per pull Estimated 208 pulls $ per year  
  
30-Cubic Yard Open $ per pull Estimated 100 pulls $ per year  
  
30-Cubic Yard Open $ per pull Estimated 100 pulls $ per year  
(Recycle)  
 **TOTAL BASE YEAR: $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**OPTION YEAR 1: 10/1/12 – 9/30/13**

8-Cubic Yard $ per pull Estimated 1,094 pulls $ per year  
  
30-Cubic Yard Compactor $ per pull Estimated 208 pulls $ per year  
  
30-Cubic Yard Open $ per pull Estimated 100 pulls $ per year  
  
30-Cubic Yard Open $ per pull Estimated 100 pulls $ per year  
(Recycle)

**TOTAL OPTION YEAR 1: $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**OPTION YEAR 2: 10/1/13 – 9/30/14**

8-Cubic Yard $ per pull Estimated 1,094 pulls $ per year  
  
30-Cubic Yard Compactor $ per pull Estimated 208 pulls $ per year  
  
30-Cubic Yard Open $ per pull Estimated 100 pulls $ per year  
  
30-Cubic Yard Open $ per pull Estimated 100 pulls $ per year  
(Recycle)  
 **TOTAL OPTION YEAR 2: $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**OPTION YEAR 3: 10/1/14 – 9/30/15**8-Cubic Yard $ per pull Estimated 1,094 pulls $ per year  
  
30-Cubic Yard Compactor $ per pull Estimated 208 pulls $ per year  
  
30-Cubic Yard Open $ per pull Estimated 100 pulls $ per year  
  
30-Cubic Yard Open $ per pull Estimated 100 pulls $ per year  
(Recycle)  
 **TOTAL OPTION YEAR 3: $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**OPTION YEAR 4: 10/1/15 – 9/30/16**

8-Cubic Yard $ per pull Estimated 1,094 pulls $ per year  
  
30-Cubic Yard Compactor $ per pull Estimated 208 pulls $ per year  
  
30-Cubic Yard Open $ per pull Estimated 100 pulls $ per year  
  
30-Cubic Yard Open $ per pull Estimated 100 pulls $ per year  
(Recycle)  
 **TOTAL OPTION YEAR 4: $\_\_\_\_\_\_\_\_\_\_\_\_\_\_­­\_\_\_\_**

**GRAND TOTAL (Solid Waste) ALL YEARS: $ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**GRAND TOTAL (Solid Waste + Medical Waste) ALL YEARS: $ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**PRICING SCHEDULE - TENNESSEE VALLEY HEALTHCARE SYSTEM (TVHS)**

**Location B**TVHS VAMC  
1310 24th Avenue, South  
Nashville, TN 37012  
  
**Medical Waste:** The contractor is to provide one 40 foot enclosed trailer with doors on front and rear of trailer to accommodate the storage of infectious waste until the contractor accomplishes daily pick-up. The trailer is to be furnished at no additional charge to the VAMC. The contractor shall provide approximately forty (40) red, 96 gallon size transfer carts on wheels to transport infectious waste through the medical center.

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| Period of Performance | | Estimated Qty | Unit Cost | Total Cost |
| (per pound) |
| Base Period: | 12/1/11 – 9/30/12 | 500,000 lbs | $ | $ |
| Option Year 1 | 10/1/12 – 9/30/13 | 500,000 lbs | $ | $ |
| Option Year 2 | 10/1/13 – 9/30/14 | 500,000 lbs | $ | $ |
| Option Year 3 | 10/1/14 – 9/30/15 | 500,000 lbs | $ | $ |
| Option Year 4 | 10/1/15 – 9/30/16 | 500,000 lbs | $ | $ |
| **GRAND TOTAL** | | | | **$** |

**Solid Waste:   
  
  
BASE YEAR: 12/1/11 – 9/30/12**

35-Cubic Yard Compactor $ per pull Estimated 100 pulls $ per year

42-Cubic Yard Compactor $ per pull Estimated 100 pulls $ per year  
(Recycle)  
 **TOTAL BASE YEAR: $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**OPTION YEAR 1: 10/1/12 – 9/30/13**

35-Cubic Yard Compactor $ per pull Estimated 100 pulls $ per year

42-Cubic Yard Compactor $ per pull Estimated 100 pulls $ per year  
(Recycle)  
 **TOTAL OPTION YEAR 1: $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**OPTION YEAR 2: 10/1/13 – 9/30/14**35-Cubic Yard Compactor $ per pull Estimated 100 pulls $ per year

42-Cubic Yard Compactor $ per pull Estimated 100 pulls $ per year  
(Recycle)  
 **TOTAL OPTION YEAR 2: $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**OPTION YEAR 3: 10/1/14 – 9/30/15**  
35-Cubic Yard Compactor $ per pull Estimated 100 pulls $ per year

42-Cubic Yard Compactor $ per pull Estimated 100 pulls $ per year  
(Recycle)  
 **TOTAL OPTION YEAR 3: $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**OPTION YEAR 4: 10/1/15 – 9/30/16**  
35-Cubic Yard Compactor $ per pull Estimated 100 pulls $ per year

42-Cubic Yard Compactor $ per pull Estimated 100 pulls $ per year  
(Recycle)  
  
**TOTAL OPTION YEAR 4: $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_   
  
GRAND TOTAL (Solid Waste) ALL YEARS: $ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
  
GRAND TOTAL (Solid Waste + Medical Waste) ALL YEARS: $ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**PRICING SCHEDULE - TENNESSEE VALLEY HEALTHCARE SYSTEM (TVHS)**

**Location C**TVHS Chattanooga Outpatient Clinic  
6200 Building Suite 5200  
6098 Debra Road  
Chattanooga, TN 37411  
 **Medical Waste: Pick up and disposal of medical waste.**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| Period of Performance | | Estimated Qty | Unit Cost | Total Cost |
| (per pound) |
| Base Period: | 12/1/11 – 9/30/12 | 15,000 lbs | $ | $ |
| Option Year 1 | 10/1/12 – 9/30/13 | 15,000 lbs | $ | $ |
| Option Year 2 | 10/1/13 – 9/30/14 | 15,000 lbs | $ | $ |
| Option Year 3 | 10/1/14 – 9/30/15 | 15,000 lbs | $ | $ |
| Option Year 4 | 10/1/15 – 9/30/16 | 15,000 lbs | $ | $ |
| **GRAND TOTAL** | | | | **$** |

**Solid Waste:  
  
  
BASE YEAR: 12/1/11 – 9/30/12**

8-Cubic Yard Compactor $ per pull Estimated 104 pulls $ per year  
 **TOTAL BASE YEAR: $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**8-Cubic Yard Compactor $ per pull Estimated 104 pulls $ per year

**OPTION YEAR 1: 10/1/12 – 9/30/13**

**TOTAL OPTION YEAR 1: $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**OPTION YEAR 2: 10/1/13 – 9/30/14**8-Cubic Yard Compactor $ per pull Estimated 104 pulls $ per year   
 **TOTAL OPTION YEAR 2: $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**OPTION YEAR 3: 10/1/14 – 9/30/15**

8-Cubic Yard Compactor $ per pull Estimated 104 pulls $ per year

**TOTAL OPTION YEAR 3: $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**OPTION YEAR 4: 10/1/15 – 9/30/16**  
8-Cubic Yard Compactor $ per pull Estimated 104 pulls $ per year  
 **TOTAL OPTION YEAR 4: $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_   
  
GRAND TOTAL (Solid Waste) ALL YEARS: $ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**GRAND TOTAL (Solid Waste + Medical Waste) ALL YEARS: $ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

In the event that the government have a need to add a facility, offeror shall indicate by circling **“YES OR NO”** to any or all of the facility location which it is capable of performing the same services in the below locations. Pricing shall be negotiated in the FY which the need may occur.

Facility location

|  |  |  |  |
| --- | --- | --- | --- |
| f. | CORPCARE 1110 Wilkinson Trace Circle Hartland Medical Plaza Bowling Green, Kentucky 42103 | YES | NO |
| g. | Clarksville OPC1832 Memorial Street Clarksville, Tennessee 37043 | YES | NO |
| h. | Cookeville Veterans Primary Care Clinic 851 S. Willow Ave Suite 108  Cookeville, Tennessee 38501 | YES | NO |
| i. | Stewart County Community Medical Center1021 Spring Street  Dover, Tennessee 37058-0497 | YES | NO |
| j. | McMinnville Outpatient Clinic 1014 S Chancery Street  McMinnville, TN 37110 | YES | NO |
| k. | Charlotte Avenue Clinic 1919 Charlotte Avenue Nashville, TN 37203 | YES | NO |
| l. | Vine Hill Clinic 601 Benton Ave Nashville, TN 37204 | YES | NO |
| m. | Women Veterans Healthcare Center 1919 Charlotte Avenue, Suite 300  Nashville, TN 37203 | YES | NO |
| n. | Tullahoma Outpatient Clinic 225 First Street  Arnold Air Force Base, TN 37389 | YES | NO |

## B.3 DELIVERY SCHEDULE

ITEM NUMBER QUANTITY DATE OF DELIVERY

1 1.00 09/30/2012

SHIP TO : Alvin C. York VA Medical Center

3400 Lebanon Pike

Murfreesboro, TN 37129

USA

MARK FOR: Leon Langguth

# SECTION C - CONTRACT CLAUSES

## C.1 52.204-9 PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (JAN 2011)

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

(b) The Contractor shall account for all forms of Government-provided identification issued to the Contractor employees in connection with performance under this contract. The Contractor shall return such identification to the issuing agency at the earliest of any of the following, unless otherwise determined by the Government:

(1) When no longer needed for contract performance.

(2) Upon completion of the Contractor employee's employment.

(3) Upon contract completion or termination.

(c) The Contracting Officer may delay final payment under a contract if the Contractor fails to comply with these requirements.

(d) The Contractor shall insert the substance of this clause, including this paragraph (d), in all subcontracts when the subcontractor's employees are required to have routine physical access to a Federally-controlled facility and/or routine access to a Federally-controlled information system. It shall be the responsibility of the prime Contractor to return such identification to the issuing agency in accordance with the terms set forth in paragraph (b) of this section, unless otherwise approved in writing by the Contracting Officer.

(End of Clause)

## C.2 52.209-7 INFORMATION REGARDING RESPONSIBILITY MATTERS (JAN 2011)

(a) Definitions. As used in this provision--

"Administrative proceeding" means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative Proceedings, Civilian Board of Contract Appeals Proceedings, and Armed Services Board of Contract Appeals Proceedings). This includes administrative proceedings at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include agency actions such as contract audits, site visits, corrective plans, or inspection of deliverables.

"Federal contracts and grants with total value greater than $10,000,000" means--

(1) The total value of all current, active contracts and grants, including all priced options; and

(2) The total value of all current, active orders including all priced options under indefinite-delivery, indefinite-quantity, 8(a), or requirements contracts (including task and delivery and multiple-award Schedules).

"Principal" means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a division or business segment; and similar positions).

(b) The offeror [ ] has [ ] does not have current active Federal contracts and grants with total value greater than $10,000,000.

(c) If the offeror checked "has" in paragraph (b) of this provision, the offeror represents, by submission of this offer, that the information it has entered in the Federal Awardee Performance and Integrity Information System (FAPIIS) is current, accurate, and complete as of the date of submission of this offer with regard to the following information:

(1) Whether the offeror, and/or any of its principals, has or has not, within the last five years, in connection with the award to or performance by the offeror of a Federal contract or grant, been the subject of a proceeding, at the Federal or State level that resulted in any of the following dispositions:

(i) In a criminal proceeding, a conviction.

(ii) In a civil proceeding, a finding of fault and liability that results in the payment of a monetary fine, penalty, reimbursement, restitution, or damages of $5,000 or more.

(iii) In an administrative proceeding, a finding of fault and liability that results in--

(A) The payment of a monetary fine or penalty of $5,000 or more; or

(B) The payment of a reimbursement, restitution, or damages in excess of $100,000.

(iv) In a criminal, civil, or administrative proceeding, a disposition of the matter by consent or compromise with an acknowledgment of fault by the Contractor if the proceeding could have led to any of the outcomes specified in paragraphs (c)(1)(i), (c)(1)(ii), or (c)(1)(iii) of this provision.

(2) If the offeror has been involved in the last five years in any of the occurrences listed in (c)(1) of this provision, whether the offeror has provided the requested information with regard to each occurrence.

(d) The offeror shall post the information in paragraphs (c)(1)(i) through (c)(1)(iv) of this provision in FAPIIS as required through maintaining an active registration in the Central Contractor Registration database at http://www.ccr.gov (see 52.204-7).

(End of Provision)

## C.3 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (AUG 2011)

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

(1) 52.222-50, Combating Trafficking in Persons (FEB 2009) (22 U.S.C. 7104(g)).

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

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

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

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

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

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

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

[X] (4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (JUL 2010) (Pub. L. 109-282) (31 U.S.C. 6101 note).

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

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

[] (7) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (section 740 of Division C of Public Law 111-117, section 743 of Division D of Public Law 111-8, and section 745 of Division D of Public Law 110-161)

[] (8) 52.219-3, Notice of Total HUBZone Set-Aside or Sole-Source Award (JAN 2011) (15 U.S.C. 657a).

[] (9) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (JAN 2011) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

[] (10) [Reserved]

[] (11)(i) 52.219-6, Notice of Total Small Business Set-Aside (June 2003) (15 U.S.C. 644).

[] (ii) Alternate I (Oct 1995) of 52.219-6.

[] (iii) Alternate II (Mar 2004) of 52.219-6.

[] (12)(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.

[X] (13) 52.219-8, Utilization of Small Business Concerns (JAN 2011) (15 U.S.C. 637(d)(2) and (3)).

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

[] (ii) Alternate I (Oct 2001) of 52.219-9.

[] (iii) Alternate II (Oct 2001) of 52.219-9.

[] (iv) Alternate III (JUL 2010) of 52.219-9.

[] (15) 52.219-14, Limitations on Subcontracting (Dec 1996) (15 U.S.C. 637(a)(14)).

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

[] (17)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (OCT 2008) (10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer.)

[] (ii) Alternate I (June 2003) of 52.219-23.

[] (18) 52.219-25, Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting (DEC 2010) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

[] (19) 52.219-26, Small Disadvantaged Business Participation Program--Incentive Subcontracting (Oct 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

[] (20) 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (May 2004) (15 U.S.C. 657 f).

[X] (21) 52.219-28, Post Award Small Business Program Rerepresentation (APR 2009) (15 U.S.C 632(a)(2)).

[] (22) 52.219-29 Notice of Total Set-Aside for Economically Disadvantaged Women-Owned Small Business (EDWOSB) Concerns (APR 2011).

[] (23) 52.219-30 Notice of Total Set-Aside for Women-Owned Small Business (WOSB) Concerns Eligible Under the WOSB Program (APR 2011).

[X] (24) 52.222-3, Convict Labor (June 2003) (E.O. 11755).

[] (25) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (JUL 2010) (E.O. 13126).

[X] (26) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).

[X] (27) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).

[X] (28) 52.222-35, Equal Opportunity for Veterans (SEP 2010) (38 U.S.C. 4212).

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

[X] (30) 52.222-37, Employment Reports on Veterans (SEP 2010) (38 U.S.C. 4212).

[X] (31) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496).

[X] (32) 52.222-54, Employment Eligibility Verification (Jan 2009). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)

[] (33)(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.)

[] (34) 52.223-15, Energy Efficiency in Energy-Consuming Products (DEC 2007)(42 U.S.C. 8259b).

[] (35)(i) 52.223-16, IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products (DEC 2007) (E.O. 13423).

[] (ii) Alternate I (DEC 2007) of 52.223-16.

[X] (36) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (AUG 2011)

[] (37) 52.225-1, Buy American Act--Supplies (FEB 2009) (41 U.S.C. 10a-10d).

[] (38)(i) 52.225-3, Buy American Act--Free Trade Agreements-- Israeli Trade Act (JUN 2009) (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C 3805 note, Pub. L. 108-77, 108-78, 108-286, 108-302, 109-53 and 109-169, 109-283, and 110-138).

[] (ii) Alternate I (Jan 2004) of 52.225-3.

[] (iii) Alternate II (Jan 2004) of 52.225-3.

[] (39) 52.225-5, Trade Agreements (AUG 2009) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

[X] (40) 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).

[] (41) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).

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

[] (43) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

[] (44) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

[] (45) 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration (Oct 2003) (31 U.S.C. 3332).

[X] (46) 52.232-34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration (May 1999) (31 U.S.C. 3332).

[] (47) 52.232-36, Payment by Third Party (FEB 2010) (31 U.S.C. 3332).

[] (48) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

[] (49)(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:

[X] (1) 52.222-41, Service Contract Act of 1965 (Nov 2007) (41 U.S.C. 351, et seq.).

[X] (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

Employee Class Monetary Wage-Fringe Benefits

[X] (3) 52.222-43, Fair Labor Standards Act and Service Contract Act--Price Adjustment (Multiple Year and Option Contracts) (Sep 2009) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

[] (4) 52.222-44, Fair Labor Standards Act and Service Contract Act--Price Adjustment (Sep 2009) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

[] (5) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (Nov 2007) (41 U.S.C. 351, et seq.).

[] (6) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services--Requirements (FEB 2009) (41 U.S.C. 351, et seq.).

[] (7) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (MAR 2009)(Pub. L. 110-247)

[] (8) 52.237-11, Accepting and Dispensing of $1 Coin (SEP 2008) (31 U.S.C. 5112(p)(1)).

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

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

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

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

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

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

(ii) 52.219-8, Utilization of Small Business Concerns (DEC 2010) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds $650,000 ($1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(iii) [Reserved]

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

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

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

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

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

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

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

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

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

(xii) 52.222-54, Employee Eligibility Verification (JAN 2009)

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

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

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

(End of Clause)

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

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

(End of Clause)

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

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

(End of Clause)

## C.6 SUPPLEMENTAL INSURANCE REQUIREMENTS

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

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

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

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

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

(End of Clause)

## C.7 52.232-18 AVAILABILITY OF FUNDS (APR 1984)

Funds are not presently available for this contract. The Government's obligation under this contract is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise until funds are made available to the Contracting Officer for this contract and until the Contractor receives notice of such availability, to be confirmed in writing by the Contracting Officer.

(End of Clause)

## C.8 52.232-19 AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR (APR 1984)

Funds are not presently available for performance under this contract beyond September 30, 2012. The Government's obligation for performance of this contract beyond that date is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise for performance under this contract beyond September 30, 2012, until funds are made available to the Contracting Officer for performance and until the Contractor receives notice of availability, to be confirmed in writing by the Contracting Officer.

(End of Clause)

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

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

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

(c) The Contractor shall allow as many personnel as practicable to remain on the job to help the successor maintain the continuity and consistency of the services required by this contract. The Contractor also shall disclose necessary personnel records and allow the successor to conduct on-site interviews with these employees. If selected employees are agreeable to the change, the Contractor shall release them at a mutually agreeable date and negotiate transfer of their earned fringe benefits to the successor.

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

(End of Clause)

52.228-5 INSURANCE--WORK ON A GOVERNMENT JAN 1997

INSTALLATION

52.233-3 PROTEST AFTER AWARD AUG 1996

52.243-1 CHANGES--FIXED PRICE AUG 1987

ALTERNATE I (APR 1984)

852.270-1 REPRESENTATIVES OF CONTRACTING OFFICERS JAN 2008

## C.10 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.11 VAAR 852.203-71 DISPLAY OF DEPARTMENT OF VETERAN AFFAIRS HOTLINE POSTER (DEC 1992)

(a) Except as provided in paragraph (c) below, the Contractor shall display prominently, in common work areas within business segments performing work under VA contracts, Department of Veterans Affairs Hotline posters prepared by the VA Office of Inspector General.

(b) Department of Veterans Affairs Hotline posters may be obtained from the VA Office of Inspector General (53E), P.O. Box 34647, Washington, DC 20043-4647.

(c) The Contractor need not comply with paragraph (a) above if the Contractor has established a mechanism, such as a hotline, by which employees may report suspected instances of improper conduct, and instructions that encourage employees to make such reports.

(End of Clause)

## C.12 VAAR 852.216-70 ESTIMATED QUANTITIES (APR 1984)

As it is impossible to determine the exact quantities that will be required during the contract term, each bidder whose bid is accepted wholly or in part will be required to deliver all articles or services that may be ordered during the contract term, except as he/she otherwise indicates in his/her bid and except as otherwise provided herein. Bids will be considered if made with the proviso that the total quantities delivered shall not exceed a certain specified quantity. Bids offering less than 75 percent of the estimated requirement or which provide that the Government shall guarantee any definite quantity, will not be considered. The fact that quantities are estimated shall not relieve the contractor from filling all orders placed under this contract to the extent of his/ her obligation. Also, the Department of Veterans Affairs shall not be relieved of its obligation to order from the contractor all articles or services that may, in the judgment of the ordering officer, be needed except that in the public exigency procurement may be made without regard to this contract.

(End of Clause)

## C.13 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.14 VAAR 852.273-75 SECURITY REQUIREMENTS FOR UNCLASSIFIED INFORMATION TECHNOLOGY RESOURCES (Interim - October 2008)

(a) The contractor and their personnel shall be subject to the same Federal laws, regulations, standards and VA policies as VA personnel, regarding information and information system security. These include, but are not limited to Federal Information Security Management Act (FISMA), Appendix III of OMB Circular A-130, and guidance and standards, available from the Department of Commerce's National Institute of Standards and Technology (NIST). This also includes the use of common security configurations available from NIST's Web site at:

http://checklists.nist.gov

(b) To ensure that appropriate security controls are in place, Contractors must follow the procedures set forth in "VA Information and Information System Security/Privacy Requirements for IT Contracts" located at the following Web site:

http://www.iprm.oit.va.gov/docs/Security\_and\_Privacy\_Requirements\_for\_IT\_Contracts\_Attachment.pdf

(End of Clause)

## C.15 VAAR 852.273-76 ELECTRONIC INVOICE SUBMISSION (Interim - October 2008)

(a) To improve the timeliness of payments and lower overall administrative costs, VA strongly encourages contractors to submit invoices using its electronic invoicing system. At present, electronic submission is voluntary and any nominal registration fees will be the responsibility of the contractor. VA intends to mandate electronic invoice submission, subject to completion of the federal rulemaking process. At present, VA is using a 3rd party agent to contact contractors regarding this service. During the voluntary period, contractors interested in registering for the electronic system should contact the VA's Financial Services Center at http://www.fsc.va.gov/einvoice.asp.

## C.16 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 Tennessee and Kentucky. 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)

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# SECTION D - CONTRACT DOCUMENTS, EXHIBITS, OR ATTACHMENTS

**ATTACHMENT 1** WD Nashville/Murfreesboro 05-2497, Rev 14 dated 6/17/2011

**ATTACHMENT 2** WD Chattanooga 05-2491, Rev 10 dated 6/17/2011

**ATTACHMENT 3** PAST PERFORMANCE SURVEY

**ATTACHMENT 4** CONTRACT DATA COVER PAGE

# SECTION E - SOLICITATION PROVISIONS

## E.1 52.212-1 INSTRUCTIONS TO OFFERORS--COMMERCIAL ITEMS (JUN 2008)

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

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

(1) The solicitation number;

(2) The time specified in the solicitation for receipt of offers;

(3) The name, address, and telephone number of the offeror;

(4) A technical description of the items being offered in sufficient detail to evaluate compliance with the requirements in the solicitation. This may include product literature, or other documents, if necessary;

(5) Terms of any express warranty;

(6) Price and any discount terms;

(7) "Remit to" address, if different than mailing address;

(8) A completed copy of the representations and certifications at FAR 52.212-3 (see FAR 52.212-3(b) for those representations and certifications that the offeror shall complete electronically);

(9) Acknowledgment of Solicitation Amendments;

(10) Past performance information, when included as an evaluation factor, to include recent and relevant contracts for the same or similar items and other references (including contract numbers, points of contact with telephone numbers and other relevant information); and

(11) If the offer is not submitted on the SF 1449, include a statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation. Offers that fail to furnish required representations or information, or reject the terms and conditions of the solicitation may be excluded from consideration.

(c) Period for acceptance of offers. The offeror agrees to hold the prices in its offer firm for 30 calendar days from the date specified for receipt of offers, unless another time period is specified in an addendum to the solicitation.

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

(e) Multiple offers. Offerors are encouraged to submit multiple offers presenting alternative terms and conditions or commercial items for satisfying the requirements of this solicitation. Each offer submitted will be evaluated separately.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

GSA Federal Supply Service Specifications Section Suite 8100 470 East L'Enfant Plaza, SW, Washington, DC 20407

Telephone (202) 619-8925 Facsimile (202) 619-8978.

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

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

(i) ASSIST (http://assist.daps.dla.mil).

(ii) Quick Search (http://assist.daps.dla.mil/quicksearch).

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

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

(i) Using the ASSIST Shopping Wizard (http://assist.daps.dla.mil/wizard);

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

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

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

(j) Data Universal Numbering System (DUNS) Number. (Applies to all offers exceeding $3,000, and offers of $3,000 or less if the solicitation requires the Contractor to be registered in the Central Contractor Registration (CCR) database. The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" or "DUNS +4" followed by the DUNS or DUNS +4 number that identifies the offeror's name and address. The DUNS +4 is the DUNS number plus a 4-character suffix that may be assigned at the discretion of the offeror to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see FAR Subpart 32.11) for the same concern. If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one. An offeror within the United States may contact Dun and Bradstreet by calling 1-866-705-5711 or via the internet at http://www.fedgov.dnb.com/webform. An offeror located outside the United States must contact the local Dun and Bradstreet office for a DUNS number. The offeror should indicate that it is an offeror for a Government contract when contacting the local Dun and Bradstreet office.

(k) Central Contractor Registration. Unless exempted by an addendum to this solicitation, by submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the CCR database prior to award, during performance and through final payment of any contract resulting from this solicitation. If the Offeror does not become registered in the CCR database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror. Offerors may obtain information on registration and annual confirmation requirements via the Internet at http://www.ccr.gov or by calling 1-888-227-2423 or 269-961-5757.

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

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

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

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

(4) A summary of the rationale for award;

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

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

(End of Provision)

## E.2 52.212-2 EVALUATION--COMMERCIAL ITEMS (JAN 1999)

For informational purposes, the solicitation states realistic estimated quantities in the line item detail which shall become a part of the resulting contract since the Government anticipates recurring requirements but cannot predetermine the precise quantities of supplies or services that designated Government activities will need.

1. The Government intends to award a Firm Fixed-Price Requirements Contract with a one year Base Period and four (4), one year Options to the responsible offeror whose offer conforming to the solicitation and represents the best value to the Government as conducted under FAR Part 15.101-2, Lowest Price Technically Acceptable (LPTA). Award will be made on the basis of the lowest price of proposals meeting or exceeding the acceptability standards for non-cost factors and sub-factors.

**The Government intends to evaluate proposals and award a contract without discussions with offerors (except clarifications as described in FAR 15.306(a)).** Therefore, the offeror’s initial proposal must contain the offeror’s best cost or price and technical approach.

The Government reserves the right to conduct discussions if the Contracting Officer later determines them to be necessary. The Government reserves the right to waive informalities and minor irregularities in offers received. If a minor clerical error has occurred, then the offeror may be given an opportunity to correct the minor error within the constraints to the “clarifications” process.

Responsibility determination will be made in accordance with FAR 9.1 Responsible Prospective Contractors.

The technical evaluation will be based exclusively on the merits and content of the proposal and any subsequent clarifications or discussions if required. Firm responding to this solicitation should ensure that their responses to the evaluation factors are complete and sufficiently detailed to allow the Government to determine the firm technical capability to perform the work.

To be considered acceptable, all technical proposal requirements must be addressed. The evaluation panel will evaluate each technical factor for acceptability but not rank using non-cost/price factors on a GO/NO GO basis.

**Technical Evaluation Factor Ratings:**

The Government will rate an offeror’s Technical proposal using a GO/NO GO rating that is based on the technical requirements and technical approach submitted in response to this solicitation and that the offeror has met all the requirements required in Request for Proposal.

**Factor 1: Price**

Price will be evaluated on the basis of its reasonableness and realism to the Government. The offeror shall submit its best term from Section B.2 COST/PRICING SCHEDULE ON Page 17-23. The offeror’s itemized price breakdown should be sufficient detailed to permit a complete analysis and shall cover all work involved in the contract. Copies of subcontractor quotes should be submitted.

1. In doing so, the offeror accedes to the contract terms and conditions as written in the RFP. Block 30a, 30b, and 30c of the 1449 must be signed by a company official who is authorized to contractually bind the offeror. Offeror must complete and return Attachment 4 (Data Cover Page).

Acknowledge any and all amendments to the solicitation in accordance with instructions detailed on the Standard Form (SF) 30.

Complete all necessary fill-ins and certifications in the RFP. The schedule should be complete and submitted on the forms provided in the Request for Proposal. Each item of the schedule of prices will be reviewed for completeness and compatibility with the technical proposal and assurance that it is not materially unbalanced.

1. 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).
2. 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.

**Factor 2: Technical Approach and Capability**

The offeror shall provide sufficient evidence that they possess adequate resources, capability, experience, responsibility and integrity to meet the technical capabilities to comply with the requirements of the resulting contract. This shall include the following:

1. Technical Approach: The offeror shall describe its ability to provide Commercial Solid Waste Management Service in accordance with the requirements of the solicitation and proposed method for performing the work within the performance period. (Sub-factor 1-2 are of equal importance).

1. Demonstrate your understanding of the magnitude of the solicitation requirements and submit a proposed approach to meet contract specifications and schedule deadlines. Include proposed number of days to deliver any required equipment or other resources after date of awards.

2. Provide listing and brief description of personnel experience. Include list of sub-contractors. Offerors will be evaluated on ability and qualifications of the proposed contractor personnel with supervision and management responsibilities. Indicate and identify the personnel **regularly** employed on a full-time and part-time basis by the company that will perform the work requirements of the contract and **not** those personnel that will be hired solely for performance of the instant solicitation and eventual contract.

1. Technical Capability: Provide a complete background of their company office location, number of years (experience) in business, and history as it relates to hazardous radioactive waste removal and disposal.
   1. Identify the number and type of claims filed against the company for damage to or loss of property or personal injury during the past two years and describe any litigation concerning claims of these types.
   2. Provide evidence or proof of city, county or state business license/certification required to perform Commercial Solid Waste Management Service – trash pick-up and waste disposal services (Attach behind the technical proposal).

3. Offerors shall provide proof of personal liability and property damage insurance as required by the laws of the state in which the contractor operates and FAR 52.228.

**Factor 3: Past Performance**

Offerors will be evaluated on their record of Past Performance in accordance with Far Part 15.305 conforming to specifications and standards of good workmanship; adherence to contract schedules, including the administrative aspects of performance; control of costs, including costs incurred for changed work; concern for safety and accident prevention; reasonable and cooperative behavior and commitment to customer satisfaction. The Government may use Contractor Performance Assessment Reporting System (CPARS), information in the offeror’s proposal, and information obtained from other sources. Evaluation of past performance will be a subjective assessment based on a consideration of all relevant facts and circumstances. It will not be based on absolute standards of acceptable performance but rather the government will assign an appropriate rating for "relevance" as defined below:

Offerors are reminded to provide the Past Performance Information sheets (Attachment 3) to three (3) Business References who have first-hand knowledge of performance relative to the same type of services, dates of contract performance, and total contract amount. **Your business references should send this form to Kimberly Carson, Contract Specialist, at** [**kimberly.carson@va.gov**](mailto:kimberly.carson@va.gov) **or fax 615-225-5432, no later than December 5, 2011.**

(End of provision)

## E.3 52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS-- COMMERCIAL ITEMS (MAY 2011)

An offeror shall complete only paragraph (b) of this provision if the offeror has completed the annual representations and certifications electronically at http://orca.bpn.gov. If an offeror has not completed the annual representations and certifications electronically at the ORCA website, the offeror shall complete only paragraphs (c) through (o) of this provision.

(a) Definitions. As used in this provision--

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

"Forced or indentured child labor" means all work or service--

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

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

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

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

(1) FSC 5510, Lumber and Related Basic Wood Materials;

(2) Federal Supply Group (FSG) 87, Agricultural Supplies;

(3) FSG 88, Live Animals;

(4) FSG 89, Food and Related Consumables;

(5) FSC 9410, Crude Grades of Plant Materials;

(6) FSC 9430, Miscellaneous Crude Animal Products, Inedible;

(7) FSC 9440, Miscellaneous Crude Agricultural and Forestry Products;

(8) FSC 9610, Ores;

(9) FSC 9620, Minerals, Natural and Synthetic; and

(10) FSC 9630, Additive Metal Materials.

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

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

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

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

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

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

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

(6) Have been voluntarily suspended.

"Service-disabled veteran-owned small business concern"--

(1) Means a small business concern--

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

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

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

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

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

(1) Directly by a parent corporation; or

(2) Through another subsidiary of a parent corporation.

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

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

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

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

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

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

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

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

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

(2) The offeror has completed the annual representations and certifications electronically via the ORCA website at http://orca.bpn.gov. After reviewing the ORCA 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 N/A.

(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, for general statistical purposes, that it [ ] is, [ ] is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

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

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

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

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

(ii) It [ ] is, [ ] is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(6)(i) of this provision is accurate in reference to the WOSB concern or concerns that are participating in the joint venture. [The offeror shall enter the name or names of the WOSB concern or concerns that are participating in the joint venture:\_\_\_\_\_\_\_\_\_\_\_\_\_\_.] Each WOSB concern 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 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)(7)(i) of this provision is accurate in reference to the EDWOSB concern or concerns that are participating in the joint venture. The offeror shall enter the name or names of the EDWOSB concern or concerns 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 to paragraphs (c)(8) and (9): 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) [Complete only if the solicitation contains the clause at FAR 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns, or FAR 52.219-25, Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting, and the offeror desires a benefit based on its disadvantaged status.]

(i) General. The offeror represents that either--

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

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

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

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

(i) It [ ] is, [ ] is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material 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)(11)(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 Act Certificate. (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy American Act--Supplies, is included in this solicitation.)

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

(2) Foreign End Products:

Line Item No Country of Origin

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[List as necessary]

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

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

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

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

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

Line Item No. Country of Origin

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[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 Act--Free Trade Agreements--Israeli Trade Act." The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products, i.e., an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of "domestic end product."

Other Foreign End Products:

Line Item No. Country of Origin

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[List as necessary]

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

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

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

Canadian End Products:

Line Item No.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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[List as necessary]

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

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

Canadian or Israeli End Products:

Line Item No. Country of Origin

\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

[List as necessary]

(4) 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)(4)(ii) of this provision, is a U.S.-made, designated country end product, as defined in the clause of this solicitation entitled "Trade Agreements."

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

Other End Products:

Line Item No. Country of Origin

\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

[List as necessary]

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

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

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

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

(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 Act. (Certification by the offeror as to its compliance with respect to the contract also constitutes its certification as to compliance by its subcontractor if it subcontracts out the exempt services.)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(3) Taxpayer Identification Number (TIN).

[ ] TIN: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

[ ] TIN has been applied for.

[ ] TIN is not required because:

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

[ ] Offeror is an agency or instrumentality of a foreign government;

[ ] Offeror is an agency or instrumentality of the Federal Government.

(4) Type of organization.

[ ] Sole proprietorship;

[ ] Partnership;

[ ] Corporate entity (not tax-exempt);

[ ] Corporate entity (tax-exempt);

[ ] Government entity (Federal, State, or local);

[ ] Foreign government;

[ ] International organization per 26 CFR 1.6049-4;

[ ] Other \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

(5) Common parent.

[ ] Offeror is not owned or controlled by a common parent;

[ ] Name and TIN of common parent:

Name \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

TIN \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

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

(n) Prohibition on Contracting with Inverted Domestic Corporations--(1) Relation to Internal Revenue Code. An inverted domestic corporation as herein defined does not meet the definition of an inverted domestic corporation as defined by the Internal Revenue Code 25 U.S.C. 7874.

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

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

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

(o) Sanctioned activities relating to Iran.

(1) Unless a waiver is granted or an exception applies as provided in paragraph (o)(2) of this provision, by submission of its offer, the offeror 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 of 1996.

(2) The certification requirement of paragraph (o)(1) of this provision does not apply if--

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

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

(End of Provision)

## E.4 VAAR 852.215-70 SERVICE-DISABLED VETERAN-OWNED AND VETERAN-OWNED SMALL BUSINESS EVALUATION FACTORS (DEC 2009)

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

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

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

(End of Clause)

## E.5 VAAR 852.215-71 EVALUATION FACTOR COMMITMENTS (DEC 2009)

The offeror agrees, if awarded a contract, to use the service-disabled veteran-owned small businesses or veteran-owned small businesses proposed as subcontractors in accordance with 852.215-70, Service-Disabled Veteran-Owned and Veteran-Owned Small Business Evaluation Factors, or to substitute one or more service-disabled veteran-owned small businesses or veteran-owned small businesses for subcontract work of the same or similar value.

(End of Clause)

## E.6 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)

## E.7 52.233-2 SERVICE OF PROTEST (SEP 2006)

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

Hand-Carried Address:

Department of Veterans Affairs

VISN 9 ASC (90C)

1639 Medical Center Parkway, Suite 400

Murfreesboro TN 37129

Mailing Address:

Department of Veterans Affairs

VISN 9 ASC (90C)

1639 Medical Center Parkway, Suite 400

Murfreesboro, TN 37129

(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)