

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

1. REQUISITION NO. PAGE 1 OF **48**

2. CONTRACT NO. 3. AWARD/EFFECTIVE DATE 4. ORDER NO. 5. SOLICITATION NUMBER  
VA256-12-B-1643 6. SOLICITATION ISSUE DATE  
08-15-2012

7. FOR SOLICITATION INFORMATION CALL: a. NAME Debra Burgr b. TELEPHONE NO. (No Collect Calls) 601-206-6954 8. OFFER DUE DATE/LOCAL TIME 09-05-2012

9. ISSUED BY CODE Department of Veterans Affairs G.V. (Sonny) Montgomery VAMC 1500 E. Woodrow Wilson Dr. Jackson MS 39216  
10. THIS ACQUISITION IS  UNRESTRICTED OR  SET ASIDE: 100 % FOR:  
 SMALL BUSINESS  WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM NAICS: 562111  
 HUBZONE SMALL BUSINESS  EDWOSB  
 SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS  8(A) SIZE STANDARD: \$12.5 Million

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

15. DELIVER TO CODE Department of Veterans Affairs G.V. (Sonny) Montgomery VAMC A&MM Service (90C) 1500 E. Woodrow Wilson Drive Jackson MS 39216-5199  
16. ADMINISTERED BY CODE Department of Veterans Affairs G.V. (Sonny) Montgomery VAMC A&MM Service (90C) 715 South Pear Orchard Road Ridgeland MS 39157

17a. CONTRACTOR/OFFEROR CODE FACILITY CODE 18a. PAYMENT WILL BE MADE BY CODE  
Department of Veterans Affairs Financial Service Center PO Box 149971 Austin TX 78714 9971

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. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	Schedule appears on Page 4.				
(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 \_\_\_\_\_ COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED  
 29. AWARD OF CONTRACT: REF. \_\_\_\_\_ OFFER DATED \_\_\_\_\_. YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN IS ACCEPTED AS TO ITEMS:

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

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT

32a. QUANTITY IN COLUMN 21 HAS BEEN

RECEIVED     
 INSPECTED     
 ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: \_\_\_\_\_

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE
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32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE
	32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE

33. SHIP NUMBER	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	37. CHECK NUMBER
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38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY
------------------------	------------------------	-------------

41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT  41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER	42a. RECEIVED BY (Print)
	42b. RECEIVED AT (Location)
	42c. DATE REC'D (YY/MM/DD)      42d. TOTAL CONTAINERS

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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 00586  
Department of Veterans Affairs  
G.V. (Sonny) Montgomery VAMC  
  
1500 E. Woodrow Wilson Dr.  
Jackson MS 39216

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

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

52.232-36, Payment by Third Party

3. INVOICES: Invoices shall be submitted in arrears:

a. Quarterly

b. Semi-Annually

c. Other  Monthly

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

Department of Veterans Affairs  
Financial Service Center  
PO Box 149971  
Austin TX 78714 9971

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

AMENDMENT NO	DATE
_____	_____
_____	_____
_____	_____

**G. V. (SONNY) MONTGOMERY VA MEDICAL CENTER  
NONHAZARDOUS SOLID WASTE REFUSE AND DISPOSAL SERVICES**

**1. STATEMENT OF WORK/DESCRIPTION.** The Contractor shall furnish all labor, material, equipment, repairs/maintenance, supplies, transportation, management and supervision necessary to perform all Non-Hazardous Solid Waste Refuse Collection and Disposal Services at the G.V. (Sonny) Montgomery Medical Center, Jackson, MS (Jackson VAMC) at a fixed rate fee.

**1.1** The Contractor shall provide dumpsters and removal waste services.

**1.2** This includes establishing quarterly meeting, monthly electronic tracking reports and consultations, necessary to help identify and reduce the facility's solid waste stream by 50% by FY2015. The Contractor shall immediately report any adverse actions or problems that directly or indirectly impact the facility primary mission to provide the best healthcare possible to our veteran patients. This contract excludes wastes services involving medical or hazardous waste generated at the Jackson VAMC.

**2. GEMS PROGRAM CONTRACT OBJECTIVES.** To establish a contract to divert materials currently going to the landfill by seeking opportunities for maximizing recycling material sales. Jackson VAMC wishes to collaborate closely with the selected contractor on this initiative to meet goals and improved resource efficiency. It is intended that the service provider shall perform the work in compliance with all applicable federal, state, and local environmental regulations, as well as ISO 14001 EMS.

**2.1.1 Target 1:** Pursue continuous improvement in resource efficiency (increased diversion through reuse, recycle, composting, waste to energy conversion), and with the VAMC's approval, take the lead role in identifying, designing, and implementing innovative, cost-effective means to increase diversion and increase recycling revenue with the additional benefits of reducing refuse collection and disposal costs. Optimize current hauling, garbage disposal, and recycling operations and services to reduce overall waste management system costs. Develop a detailed tracking, reporting, and billing/invoicing system to support the goal setting, performance tracking, and decision-making ability. Conduct educational training and outreach as necessary, including but not limited to, recycling procedures or waste minimization.

**2.1.2 Target 2:** The Contractor shall provide the assigned COR an electronic invoice and detailed solid waste (weight in pounds) report that clearly outline each charge for services provided to this facility on a monthly basis.

**3. REPORTS AND RECORDS.** The Contractor shall provide an annual electronic Solid Waste Report to the VAMC COR NLT January 15 of the of the new year, that charts and show trends that shows total number of hauls from each location, total pounds collected, areas of improvements, deficiencies, and recommendation with changes to keep the program on track to meet the federal target of reducing the solid waste stream by 50% by FY2015. In addition, the

solid waste reports shall also include the specific place of disposal (e.g. incinerator, sanitary designated landfills).

#### **4. SCHEDULE.**

**4.1 Pick-ups Schedules:** The Contactor shall furnish and maintain, at all times, containers at pickup stations designated for trash (as determined by Contractor and COR) and, as a minimum the frequency outlined herein.

**4.2 Refuse Schedule:** Refuse collection from all containers shall be accomplished Monday through Friday, excluding Federal Holidays, between the hours of 7:00 and 3:30p.m. The COR shall be notified in advance of any deviations from the regular schedule.

**4.3 Emptied Containers:** When emptied, the refuse and recycling containers shall be returned to their designated position, as they exist now at the facility or as recommended by the COR for the hospital with lids/doors replaced in the closed position. The contractor will also be responsible for immediately cleaning up any spills, debris, etc., which may occur during servicing of the containers. ALL refuse on the ground within 30 feet of the container, whether spilled by the contractor or placed there by medical center personnel will be picked up by the contractor during collection. The contractor will maintain all contractor and government provided containers to ensure they are free of unpleasant odors, dirt, debris, and pests. All containers must remain in good working condition. They must remain easily accessible to customers. The contractor will perform all cleaning, painting, repair, and other maintenance tasks off medical center premises. Trucks and trailers used for hauling and collecting will be washed as required to ensure that they are free of odor, dirt, debris, and pests before entering VA premises.

**5. Contractor-Furnished Supplies, Materials, and Equipment:** The Contractor shall furnish all necessary supplies, materials and equipment, of the size and type customarily used in work of this kind, needed for the performance of the work, except for those specifically stated to be Government-Furnished. Materials supplied by the Contractor shall be of a quality to conform to applicable Federal and State specifications.

**5.1 Minimum Equipment Requirements, Existing Locations and Pick-ups Frequency:** The Contractor shall provide the services and equipment to pick-ups containers and maintain/repair/clean accessory equipment as necessary at the following locations at the frequencies (subject to contractor change to reduce cost and improve efficiency) identified by building locations.

##### **5.1.1 Jackson, MS VAMC.**

5.1.1.1 Behind Plumbing Shop Site #001: 30 Cubic Yard Compactor approximate number of pick-ups per month 10.

5.1.1.2 Behind Linen Room Site #002: 20 Cubic Yard Compactor approximate number of pick-ups per month 10.

5.1.1.3. Medical Waste Facility Site #003: Government-Owned 30 Cubic Yard Compactor approximate number of pick-ups per month 5.

5.1.1.4 East of Laundry Pick-ups Ramp Site #004: 20 Cubic Yard Open Top Container on an as needed basis. Approximate number of pick-ups per month 15.

5.1.1.5 Optional Pick-ups: 20 Cubic Yard Open Top Container approximate number of pick-ups per month 2.

5.1.1.6 Optional Pick-ups: 30 Cubic Yard Open Container top approximate number of pick-ups per month 2.

5.1.1.7 All Self-Contained Compactors shall be picked-up, washed, sanitized, and inspected at least once per month minimum, as part of the routine container maintenance.

5.1.2 The Contractor shall ensure invoices submitted for payment for services rendered shall include, as a minimum:

5.1.2.1 Date of pick-ups and service.

5.1.2.2 Trip ticket number.

5.1.2.3 Identification of service location as identified in paragraph 1 (a)-(f).

5.1.2.4 Quantity

5.1.2.5 Total weight in pounds of municipal solid waste picked-up at each service location.

5.1.2.6 Total flat fee charge per service location.

5.1.2.7 Total Invoices charges.

5.1.3 The Contractor shall provide a separate invoice for payment of services rendered for emergency requests.

5.1.4 The Contractor shall ensure a trip/haul ticket for each service location is dropped off in Facility Management Service, Room I-101, for every haul, prior to submitting an invoice for payment for services rendered.

5.1.5 The Contractor may receive notification for pick-ups of solid waste containers by the primary, alternate, or the solid waste-monitoring vendor listed below:

5.1.5.1 Primary COR: Mary Ann Poole, Administrative Officer, Facility Management Service, (601) 364-1322 WP.

5.1.5.2 Alternate COR: Scott Berry, GEMS Coordinator, Facility Management Service, (601) 364-1528 WP.

5.1.6 The Contractor shall provide to the Jackson, MS VAMC, copies of the following documents:

5.1.6.1 All State and Local permits and registrations required to handle, haul or dispose of municipal solid waste.

5.1.6.2 All State and Local permits and registrations required for operation and management of a sanitary landfill.

5.1.6.3 All Federal permits and registration required in the management of municipal solid waste.

5.1.6.4 Preventive maintenance, repair and cleaning scheduled for maintaining receivers, self-contained compactors, power-packs and open-top containers to maintain rental equipment in an operable condition to support VA processes.

5.1.6.5 Copy of disaster or contingency plans for operation and support of this medical center during unplanned natural or man-made disaster conditions.

## **6. DEFINITIONS.**

**6.1 Refuse:** Includes all garbage, debris, rubbish and other similar waste material. Not included is regulated hazardous waste material and contaminated medical wastes.

**6.2 Garbage:** Animal and vegetable wastes (and containers thereof) result from the handling, preparation, cooking, and consumption of foods. Edible, or hog fed garbage, is the portion of waste food that has been segregated for salvage.

**6.3 Debris:** Grass cuttings, tree trimmings, stumps, street sweepings, roofing, construction and demolition materials, and other similar waste material.

**6.4 COR:** The Contracting Officer's Representative assists the Contracting Officer by monitoring compliance with all contract terms and conditions. The contractor will be required to complete and return the COR Delegation of Responsibilities form to the Contracting Officer. This form clearly states the role, responsibilities, and limitation of authority imposed on the COR. Only the Contracting Officer has the authority to negotiate changes or to modify the contract. The COR is **not** authorized in any way to commit the Government.

**7. APPLICABLE DOCUMENTS.** The Contractor shall comply with all Federal, State, local, VA environmental and hazardous laws, regulations, directives and applicable instructions pertaining to the services required herein and to the conduct and qualifications of personnel in performance of this contract. The Contractor shall utilize safe products and equipment and

qualified personnel to ensure the health and safety of all in compliance with the Environmental Protection Agency (EPA) and the Occupational and Safety Hazard Administration (OSHA).

**8. TECHNICAL REQUIREMENTS.** The Contractor shall schedule and perform all refuse and recycling collection and disposal services of garbage and trash for the VAMC's in accordance with the contract, frequency and work schedule; the approved Contractor Quality Control Plan; and, the required reports in accordance with the Deliverables section. All areas, which are involved in the collection and disposal services, shall be maintained in a neat, clean, uniform and safe condition at all times. All power equipment shall be operated within the safety parameters as defined by OSHA. Equipment shall be operated with particular care when near pedestrians. Equipment shall be in working, safe, and good mechanical condition to operate on government property. There shall be no visible oil or refuse spills on the road due to contractor carelessness or inadequate equipment.

## **9. SPECIAL COLLECTION SITUATIONS.**

**9.1 Unscheduled Pickups, Additional Pickups and Special Events:** In addition to the scheduled collections, the COR may request the contractor to make unscheduled collections and disposals. For unscheduled events, the Contractor shall respond with 24 hours of the notification from the COR or his/her designee. For special events, the Contractor shall also provide (or re-position as directed) containers. These containers shall be placed in locations for a length of time designated by the COR or his/her designee. The Contractor shall be compensated at a unit rate based on the container size.

**9.2 Hazardous Materials:** The Contractor shall inform the COR immediately of any hazardous materials (EPA or DOT HM listed) found in waste streams listed in this contract that would impact the performance of this contract to ensure they are not disposed of until coordinated by the COR. The Contractor shall comply with all Federal, State and local environmental laws and regulations when handling hazardous materials and wastes.

**9.3 Large/Bulky Items:** The Contractor shall not be required to pick up bulk items left near the containers. Bulk items could be trees, appliances, metal items, construction material, scrap equipment, etc. or any item that is larger than 1 cubic yard (CY). The Contractor shall provide containers, either 20 or 30 CY containers, as requested by the COR at locations, where in-house projects require on-going access to a container (s), where the VA may dispose of construction debris and bulk items. Contractor shall provide one 30-cy container in the tunnel of the hospital for collection and recycling of scrap metal (ferrous and non-ferrous). This would include appliances, metal items, shelving, scrap equipment, etc.

## **10. DISPOSAL.**

**10.1 Refuse Disposal:** All refuse, bulk items and debris shall be disposed of to a location licensed by the State where performance occurs following all Federal, State and local licenses and regulations for such purposes. The Contractor shall obtain all necessary permits for disposing of refuse; and, copies of these permits shall be submitted to the COR for approval. If the Contractor changes the location of the site, a new permit shall be obtained and a copy again

shall be submitted to the COR for approval. All payments for the permit shall be at the Contractor's own expense.

**10.2 Solid Waste Diversion.** The VA is bound by Executive Order 13101, *Greening the Government through Waste Prevention, Recycling, and Federal Acquisition to fully comply with this RCRA federal requirement*. Solid waste diversion is a major focus of this contract and the Contractor shall be expected to work to improve the installation's diversion rate by improving techniques and methods and researching new markets for items not currently recycled. The Contractor shall make every effort to divert 50% of non-hazardous solid waste from disposal by the end of FY 2015 to meet the agency's goal per Executive Order 13514, *Federal Leadership in Environmental, Energy, and Economic Performance* and minimum requirement detailed in Executive Order 13101, *Greening the Government through Waste Prevention, Recycling, and Federal Acquisition*, based on total waste diversion for the fiscal year (1 October – September 30).

## **11. SECURITY.**

**11.1** The C&A requirements do not apply and a Security Accreditation Package is not required.

**11.2** Should documents containing personally identifiable information be identified, the Contractor **shall** return it to the Facility's Privacy Officer. Please contact the Facility's COR for the Privacy Officer's contact information.

## **12. EVIDENCE OF INSURANCE COVERAGE.**

**12.1** Before commencing work under this contract, the Contractor shall furnish certification to the Contracting Officer that the coverage required have been obtained and such policy shall state "THIS POLICY MAY NOT BE CHANGE OR CANCELED WITHOUT WRITTEN NOTICE TO THE VA."

## **13. PERSONNEL REQUIREMENTS.**

**14.1 Project Manager or Supervisor:** The Contractor or designated qualified personnel, such as a Project Manager or Supervisor and any substitute (s), shall effectively communicate with all Government and non-government personnel and shall have full authority to act for the Contractor on all contractual matters relating to the daily performance of the contract; and, to receive, accept and sign for any notices, inspection reports and all other correspondence on behalf of the Contractor from the COR/Contracting Officer. This individual shall serve as the central point of contact for the Government and shall oversee the collection operations and monitor and ensure all work is performed in accordance with the contract and shall maintain the work specification requirements, scheduling, inspections and safety standards. This individual shall be available be available at all times when the contract work is in progress, if needed and shall have the ability to respond to the site, when needed, to monitor work progress and for any other emergency, as required. The Contractor or designated qualified personnel shall return calls to the COR within 1 hour of being contacted. This individual shall provide the COR his or her government-own cellular phone or a beeper to be reached during normal workday hours. The

resume of the individual(s) shall be submitted with the Contractor's quote in accordance with the Deliverables Section.

**14.2 Workers Safety, Security and Use of Premises:** The refuse collection workers will be working on a government installation and shall be familiar with and obey established fire, safety, environmental and security regulations. All employees shall wear a distinctive uniform at all times. The contractor shall ensure all employees look neat and wear safety equipment/clothing while collection is in progress. The Contractor shall provide a list of employees' names in accordance with the Deliverables Section.

**14.3 Safety Practices:** The workers shall ensure that the work area is clearly marked at all times and take the necessary precautions to ensure safety hazards are minimized and migrated. The Workers shall perform and conduct the work to minimize obstructions to the paved driveways, parking and walkway areas, and/or other hospital operations. All refuse collection workers must wear, as a minimum all appropriate personal protective equipment and follow all applicable Local, State and Federal safety and health regulations during the duration of this contract.

**14.4 Protection of Property:** The Workers shall protect the existing surrounding equipment, personal belongings and property during the course of this work. Any damages caused by the Workers shall be corrected at the Contractor's own expense. The Contractor shall repair any damage incurred to turf, vehicles, landscaping, building, utilities or pavement, as a result of his work, at no additional cost to the Federal Government.

## **15. CONTRACTOR QUALITY CONTROL (QC) REQUIREMENTS.**

**15.1** The quality of control program is the driver for product/service quality in this contract. The contractor shall develop a comprehensive program of inspections and monitoring actions. The first major step to ensuring a "self-correcting" contract is to ensure that the quality control program approved at the beginning of the contract provides the measures needed to lead the contractor to success. Once the quality control program is approved, careful application of the process and standards presented in the remainder of this document will ensure a robust quality assurance program.

**15.1.1** The QC program/inspection system shall encompass all function of the contract. The contractor shall develop and implement quality control procedures addressing the areas identified in the requirements herein and implement procedures to identify, prevent, and ensure non-recurrence of defective services. The Contractor's management and the VAMC CO shall be informed of all issues affecting the quality of service, which shall include timeliness and effectiveness of corrective actions implemented. The contractor shall provide a copy of the quality control inspection record to the CO and COR for review and approval, at least 10 working days prior to start of the contract.

## **16. GOVERNMENT QUALITY ASSURANCE REQUIREMENTS.**

**16.1 Fundamental Government Responsibilities:** The Contracting Officer Technical Representative (COR) is responsible for representing the Contracting Officer for all facets of the

services required. The COR will carry out the inspections, reviews and approvals, handle deficiencies, and ultimately accept on behalf of the Contracting Officer. The functions of the COR are identified below. Government personnel, other than the Contracting Officer and the COR, from time to time, may observe the contractor’s operations. However, these personnel may not interfere with contractor performance.

**16.2 General Quality Assurance Functions:** To facilitate the surveillance of the Contractor’s Quality Control Program by the Government the COR will verify contractor compliance with designated performance requirements contained in the Service Requirements Summary (SRS) herein. The COR will review the critical requirements to assess their applicability and recommend the addition or deletion of requirements as conditions warrant. In addition for noncompliance and/or untimely corrective action to deficiencies of specific tasks, the contractor shall be subject to re-performance (at the company’s expense) and/or an inspection fee. With this intent, the surveillance approach may not be one that stays the same throughout the duration of the contract. The COR will periodically update the surveillance approach when the need arises. The COR will inspect the contractor’s QCP daily for compliance with requirements herein.

**16.3 Service Requirements Summary (SRS):** The contractor Service Requirements are summarized into Performance Objectives that relate directly to mission essential items as identified in the contract. These thresholds are critical to mission success.

<b>Performance Objectives</b>
Collect and Dispose of refuse materials in accordance with the established schedule. Respond in accordance with the contract to additional and unscheduled pickups.
Set up quarterly meeting with COR to discuss contract service and performance improvements.
Furnish and Maintain equipment in good workable condition. Trucks and containers, etc., shall be washed and free of defects, odors, etc.
All spillage removed, which is any refuse or debris dislodged from containers and/or solid waste collecting equipment in the course of collection and disposal; and, containers returned to original location, in an upright position with lids securely in place.
Correct missed pickups within 24 hours.
Submit a complete detailed electronic monthly Solid Waste reports in a timely manner.
Reduce landfill costs and use through Solid Waste Diversion
Divert 50% of non-hazardous solid waste from disposal by the end of FY 2015.
Divert 50% of construction and demolition materials from disposal by the end of FY 2015.

**16.3.1** The above comprises the Government’s Quality Assurance Surveillance Plan (QASP), which has been developed to evaluate contractor actions and is designed to provide an effective surveillance method of monitoring contractor performance requirements written in this specification for this service. The QASP provides a systematic method to evaluate the services the contractor is required to furnish. The QSAP is based on a premise the government desires to maintain a quality standard for this service contract. The contractor, and not the government, is responsible for management and quality control actions to meet the terms of the contract. The role of the government is to ensure contract quality assurance standards are achieved.

**17. DELIVERABLES.**

The contractor shall submit the following deliverables in the format, content, and schedule as outlined in the table below; and, via the following electronic media, MS Word, when applicable.

<b>Deliverables</b>	<b>Frequency</b>	<b>No. of Copies and to Whom</b>	<b>Date Required</b>
Quality Control Plan	As revised	Two: Contracting Officer/COR	Ten days after contract award
Name (s), telephone number(s) and address(s) of the designated Project Manager or Supervisor	As needed	Two: Contracting Officer/COR	Ten days after contract award
Schedule for all necessary assignments by dates areas for each location	As revised	Two: Contracting Officer/COR	Five days after contract award; and, annually, thereafter.
Monthly Report Documenting Collected Refuse Materials	Monthly	COR and Accountable Officer and GEMS Coordinator	15 <sup>th</sup> of every month
Certificate of Insurance as Required by FAR 52.228-5	Annually	One: Contracting Officer	With proposal if available but no later than 5 days after contract award and on each anniversary year
Contract Discrepancy Report	As Needed	One/COR	Within 5 years of receipt

**B.2 PRICE/COST SCHEDULE**

ITEM NO.	DESCRIPTION OF SUPPLIES/SVCS	QTY	UNIT	UNIT PRICE	AMOUNT
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The contractor shall furnish personnel, equipment, tools, materials, supervision, reporting and other items and services necessary to provide Refuse Collection and Disposal Services in accordance with the Statement of Work at the G. V. (Sonny) Montgomery VA Medical Center, Jackson, MS.

0001

BASE PERIOD OF PERFORMANCE - 01 October 2012 through 30 September 2013

0001AA	104.00 EA			
	30 cubic yard compactor LOCATION: Behind Plumbing Shop Pick-ups to be made on Mondays and Thursdays between 7:00 AM & 12:00 Noon			

0001AB	104.00 EA			
	20 cubic yard open top LOCATION: Behind Linen Room Pick-ups to be made on Tuesdays and Fridays between 7:00 AM & 12:00 Noon			

0001AC	12.00 MO			
	30 cubic yard compactor LOCATION: Medical Waste Facility Pick-ups to be made on Thursdays between 7:00 AM & 12:00 Noon			

0001AD	12.00 MO			
	Equipment Rental: 1 - 30 cubic yard compactor LOCATION: Behind Plumbing Shop			

0001AE	12.00 MO			
	Equipment Rental: 1 - 20 cubic yard open top LOCATION: Behind Linen Room			

0001AF	12.00 MO			
	Equipment Rental: 1 - 20 cubic yard open top LOCATION: East of the Laundry Ramp			

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0001AG	104.00 EA	_____	_____
20 cubic yard open top LOCATION: East of the Laundry Ramp Pick-ups to be made on call as needed			
0001AH	10.00 EA	_____	_____
Extra pulls for 20 yard open tops			
0001AJ	10.00 EA	_____	_____
Extra pulls for 30 yard compactor			
TOTAL BASE PERIOD - 10/01/2012 THRU 09/30/2013			\$ _____
0002	OPTION PERIOD ONE - 01 October 2013 through 30 September 2014		
0002AA	104.00 EA	_____	_____
30 cubic yard compactor LOCATION: Behind Plumbing Shop Pick-ups to be made on Mondays and Thursdays between 7:00 AM & 12:00 Noon			
0002AB	104.00 EA	_____	_____
20 cubic yard open top LOCATION: Behind Linen Room Pick-ups to be made on Tuesdays and Fridays between 7:00 AM & 12:00 Noon			
0002AC	12.00 MO	_____	_____
30 cubic yard compactor LOCATION: Medical Waste Facility Pick-ups to be made on Thursdays between 7:00 AM & 12:00 Noon			
0002AD	12.00 MO	_____	_____
Equipment Rental: 1 - 30 cubic yard compactor LOCATION: Behind Plumbing Shop			
0002AE	12.00 MO	_____	_____
Equipment Rental: 1 - 20 cubic yard open top LOCATION: Behind Linen Room			
0002AF	12.00 MO	_____	_____
Equipment Rental: 1 - 20 cubic yard open top LOCATION: East of the Laundry Ramp			
0002AG	104.00 EA	_____	_____

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20 cubic yard open top LOCATION: East  
of the Laundry Ramp Pick-ups to be  
made on call as needed

0002AH 10.00 EA \_\_\_\_\_  
Extra pulls for 20 yard open tops

0002AJ 10.00 EA \_\_\_\_\_  
Extra pulls for 30 yard compactor

TOTAL OPTION ONE - 10/01/2013 THRU 09/30/2014 \$ \_\_\_\_\_

0003  
OPTION PERIOD TWO - 01 October 2014  
through 30 September 2015

0003AA 104.00 EA \_\_\_\_\_  
30 cubic yard compactor LOCATION:  
Behind Plumbing Shop Pick-ups to be  
made on Mondays and Thursdays between  
7:00 AM & 12:00 Noon

0003AB 104.00 EA \_\_\_\_\_  
20 cubic yard open top LOCATION: Behind  
Linen Room Pick-ups to be made on  
Tuesdays and Fridays between 7:00 AM &  
12:00 Noon

0003AC 12.00 MO \_\_\_\_\_  
30 cubic yard compactor LOCATION:  
Medical Waste Facility Pick-ups to be  
made on Thursdays between 7:00 AM &  
12:00 Noon

0003AD 12.00 MO \_\_\_\_\_  
Equipment Rental: 1 - 30 cubic yard  
compactor LOCATION: Behind Plumbing Shop

0003AE 12.00 MO \_\_\_\_\_  
Equipment Rental: 1 - 20 cubic yard  
open top LOCATION: Behind Linen Room

0003AF 12.00 MO \_\_\_\_\_  
Equipment Rental: 1 - 20 cubic yard  
open top LOCATION: East of the Laundry  
Ramp

0003AG 104.00 EA \_\_\_\_\_  
20 cubic yard open top LOCATION: East  
of the Laundry Ramp Pick-ups to be

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made on call as needed

0003AH 10.00 EA \_\_\_\_\_  
 Extra pulls for 20 yard open tops

0003AJ 10.00 EA \_\_\_\_\_  
 Extra pulls for 30 yard compactor

TOTAL OPTION TWO - 10/01/2014 THRU 09/30/2015 \$ \_\_\_\_\_

0004  
 OPTION PERIOD THREE - 01 October 2015  
 through 30 September 2016

0004AA 104.00 EA \_\_\_\_\_  
 30 cubic yard compactor LOCATION:  
 Behind Plumbing Shop Pick-ups to be  
 made on Mondays and Thursdays between  
 7:00 AM & 12:00 Noon

0004AB 104.00 EA \_\_\_\_\_  
 20 cubic yard open top LOCATION: Behind  
 Linen Room Pick-ups to be made on  
 Tuesdays and Fridays between 7:00 AM &  
 12:00 Noon

0004AC 12.00 MO \_\_\_\_\_  
 30 cubic yard compactor LOCATION:  
 Medical Waste Facility Pick-ups to be  
 made on Thursdays between 7:00 AM &  
 12:00 Noon

0004AD 12.00 MO \_\_\_\_\_  
 Equipment Rental: 1 - 30 cubic yard  
 compactor LOCATION: Behind Plumbing Shop

0004AE 12.00 MO \_\_\_\_\_  
 Equipment Rental: 1 - 20 cubic yard  
 open top LOCATION: Behind Linen Room

0004AF 12.00 MO \_\_\_\_\_  
 Equipment Rental: 1 - 20 cubic yard  
 open top LOCATION: East of the Laundry  
 Ramp

0004AG 104.00 EA \_\_\_\_\_  
 20 cubic yard open top LOCATION: East  
 of the Laundry Ramp Pick-ups to be  
 made on call as needed

0004AH 10.00 EA \_\_\_\_\_

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Extra pulls for 20 yard open tops

0004AJ 10.00 EA \_\_\_\_\_  
Extra pulls for 30 yard compactor

TOTAL OPTION THREE - 10/01/2015 THRU 09/30/2016 \$ \_\_\_\_\_

0005  
OPTION PERIOD FOUR - 01 October 2016  
through 30 September 2017

0005AA 104.00 EA \_\_\_\_\_  
30 cubic yard compactor LOCATION:  
Behind Plumbing Shop Pick-ups to be  
made on Mondays and Thursdays between  
7:00 AM & 12:00 Noon

0005AB 104.00 EA \_\_\_\_\_  
20 cubic yard open top LOCATION: Behind  
Linen Room Pick-ups to be made on  
Tuesdays and Fridays between 7:00 AM &  
12:00 Noon

0005AC 12.00 MO \_\_\_\_\_  
30 cubic yard compactor LOCATION:  
Medical Waste Facility Pick-ups to be  
made on Thursdays between 7:00 AM &  
12:00 Noon

0005AD 12.00 MO \_\_\_\_\_  
Equipment Rental: 1 - 30 cubic yard  
compactor LOCATION: Behind Plumbing Shop

0005AE 12.00 MO \_\_\_\_\_  
Equipment Rental: 1 - 20 cubic yard  
open top LOCATION: Behind Linen Room

0005AF 12.00 MO \_\_\_\_\_  
Equipment Rental: 1 - 20 cubic yard  
open top LOCATION: East of the Laundry  
Ramp

0005AG 104.00 EA \_\_\_\_\_  
20 cubic yard open top LOCATION: East  
of the Laundry Ramp Pick-ups to be  
made on call as needed

0005AH 10.00 EA \_\_\_\_\_  
Extra pulls for 20 yard open tops

0005AJ 10.00 EA \_\_\_\_\_

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Extra pulls for 30 yard compactor

TOTAL OPTION FOUR - 10/01/2016 THRU 09/30/2017      \$ \_\_\_\_\_

**GRAND TOTAL BASE PERIOD + FOUR OPTION PERIODS ---**

\$ \_\_\_\_\_

**B.3 DELIVERY SCHEDULE**

ITEM NUMBER	DATE OF DELIVERY
0001	10/01/2012 THRU 09/30/2013
0002	10/01/2013 THRU 09/30/2014
0003	10/01/2014 THRU 09/30/2015
0004	10/01/2015 THRU 09/30/2016
0005	10/01/2016 THRU 09/30/2017

## **SECTION C - CONTRACT CLAUSES**

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

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

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

#### **C.1 52.217-8 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 .

(End of Clause)

#### **C.2 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 ; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

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

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

(End of Clause)

#### **C.3 52.228-5 INSURANCE - WORK ON A GOVERNMENT INSTALLATION (JAN 1997)**

(a) The Contractor shall, at its own expense, provide and maintain during the entire performance of this contract, at least the kinds and minimum amounts of insurance required in the Schedule or elsewhere in the contract.

(b) Before commencing work under this contract, the Contractor shall notify the Contracting Officer in writing that the required insurance has been obtained. The policies evidencing required insurance shall contain an endorsement to the effect that any cancellation or any material change adversely affecting the Government's interest shall not be effective--

(1) For such period as the laws of the State in which this contract is to be performed prescribe; or

(2) Until 30 days after the insurer or the Contractor gives written notice to the Contracting Officer, whichever period is longer.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in subcontracts under this contract that require work on a Government installation and shall require subcontractors to provide and maintain the insurance required in the Schedule or elsewhere in the contract. The Contractor shall maintain a copy of all subcontractors' proofs of required insurance, and shall make copies available to the Contracting Officer upon request.

(End of Clause)

#### **C.4 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.5 VAAR 852.203-70 COMMERCIAL ADVERTISING (JAN 2008)**

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

(End of Clause)

#### **C.6 VAAR 852.203-71 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.7 VAAR 852.237-70 CONTRACTOR RESPONSIBILITIES (APR 1984)**

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

(End of Clause)

#### **C.8 VAAR 852.270-1 REPRESENTATIVES OF CONTRACTING OFFICERS (JAN 2008)**

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

(End of Provision)

#### **C.9 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.10 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)**

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

<http://www.acquisition.gov/far/index.html>  
<http://www.va.gov/oamm/oa/ars/policyreg/vaar/index.cfm>

(End of Clause)

52.204-4	PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER	MAY 2011
52.232-18	AVAILABILITY OF FUNDS	APR 1984
52.232-19	AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR	APR 1984

(End of Addendum to 52.212-4)

**C.11 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO  
IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS  
(MAY 2012)**

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

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

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

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

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

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

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

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

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

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- (4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (FEB 2012) (Pub. L. 109-282) (31 U.S.C. 6101 note).
- (5) 52.204-11, American Recovery and Reinvestment Act-Reporting Requirements (JUL 2010) (Pub. L. 111-5).
- (6) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (Dec 2010) (31 U.S.C. 6101 note).
- (7) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (FEB 2012) (41 U.S.C. 2313).
- (8) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (MAY 2012) (section 738 of Division C of Pub. L. 112-74, section 740 of Division C of Pub. L. 111-117, section 743 of Division D of Pub. L. 111-8, and section 745 of Division D of Pub. L. 110-161).
- (9) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (NOV 2011) (15 U.S.C. 657a).
- (10) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (JAN 2011) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).
- (11) [Reserved]
- (12)(i) 52.219-6, Notice of Total Small Business Set-Aside (NOV 2011) (15 U.S.C. 644).
- (ii) Alternate I (NOV 2011).
- (iii) Alternate II (NOV 2011).
- (13)(i) 52.219-7, Notice of Partial Small Business Set-Aside (June 2003) (15 U.S.C. 644).
- (ii) Alternate I (Oct 1995) of 52.219-7.
- (iii) Alternate II (Mar 2004) of 52.219-7.
- (14) 52.219-8, Utilization of Small Business Concerns (JAN 2011) (15 U.S.C. 637(d)(2) and (3)).
- (15)(i) 52.219-9, Small Business Subcontracting Plan (JAN 2011) (15 U.S.C. 637(d)(4)).
- (ii) Alternate I (Oct 2001) of 52.219-9.
- (iii) Alternate II (Oct 2001) of 52.219-9.
- (iv) Alternate III (JUL 2010) of 52.219-9.
- (16) 52.219-13, Notice of Set-Aside of Orders (NOV 2011) (15 U.S.C. 644(r)).
- (17) 52.219-14, Limitations on Subcontracting (NOV 2011) (15 U.S.C. 637(a)(14)).
- (18) 52.219-16, Liquidated Damages--Subcontracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).

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

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

(20) 52.219-25, Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting (DEC 2010) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

(21) 52.219-26, Small Disadvantaged Business Participation Program--Incentive Subcontracting (Oct 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

(22) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (NOV 2011) (15 U.S.C. 657f).

(23) 52.219-28, Post Award Small Business Program Rerepresentation (APR 2012) (15 U.S.C. 632(a)(2)).

(24) 52.219-29, Notice of Set-Aside for Economically Disadvantaged Women-Owned Small Business (EDWOSB) Concerns (APR 2012) (15 U.S.C. 637(m)).

(25) 52.219-30, Notice of Set-Aside for Women-Owned Small Business (WOSB) Concerns Eligible Under the WOSB Program (APR 2012) (15 U.S.C. 637(m)).

(26) 52.222-3, Convict Labor (June 2003) (E.O. 11755).

(27) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (MAR 2012) (E.O. 13126).

(28) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).

(29) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).

(30) 52.222-35, Equal Opportunity for Veterans (SEP 2010) (38 U.S.C. 4212).

(31) 52.222-36, Affirmative Action for Workers with Disabilities (Oct 2010) (29 U.S.C. 793).

(32) 52.222-37, Employment Reports on Veterans (SEP 2010) (38 U.S.C. 4212).

(33) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496).

(34) 52.222-54, Employment Eligibility Verification (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.)

(35)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Items (May 2008) (42 U.S.C.6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

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- (ii) Alternate I (MAY 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- (36) 52.223-15, Energy Efficiency in Energy-Consuming Products (DEC 2007)(42 U.S.C. 8259b).
- (37)(i) 52.223-16, IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products (DEC 2007) (E.O. 13423).
- (ii) Alternate I (DEC 2007) of 52.223-16.
- (38) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (AUG 2011)
- (39) 52.225-1, Buy American Act--Supplies (FEB 2009) (41 U.S.C. 10a-10d).
- (40)(i) 52.225-3, Buy American Act--Free Trade Agreements-- Israeli Trade Act (MAY 2012) (41 U.S.C. chapter 83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, and 112-42).
- (ii) Alternate I (MAR 2012) of 52.225-3.
- (iii) Alternate II (MAR 2012) of 52.225-3.
- (iv) Alternate III (MAR 2012) of 52.225-3.
- (41) 52.225-5, Trade Agreements (MAY 2012) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).
- (42) 52.225-13, Restrictions on Certain Foreign Purchases (JUN 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).
- (43) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).
- (44) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).
- (45) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).
- (46) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).
- (47) 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration (Oct 2003) (31 U.S.C. 3332).
- (48) 52.232-34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration (May 1999) (31 U.S.C. 3332).
- (49) 52.232-36, Payment by Third Party (FEB 2010) (31 U.S.C. 3332).
- (50) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

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

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

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

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

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

Employee Class	Monetary Wage-Fringe Benefits
Refuse Collector	\$11.15 per hr
Truckdriver, Heavy	\$18.54 per hr
(Rates in accordance with DOL WD No. 2005-2297 Rvn 12)	Fringe = \$148.40 per week

(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)

**VA256-12-B-1643**

(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)

**SECTION D - CONTRACT DOCUMENTS, EXHIBITS, OR ATTACHMENTS**

Atch A DOL Wage Determination No. 2005-2297 Rvn 12

## SECTION E - SOLICITATION PROVISIONS

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

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

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

#### **E.1 52.209-7 INFORMATION REGARDING RESPONSIBILITY MATTERS (FEB 2012)**

(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 (FAPIS) 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 via <https://www.acquisition.gov> (see 52.204-7).

(End of Provision)

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

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

(End of Provision)

## **E.3 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: Debra S. Burgr, Contract Specialist or Calvin D. Fogle, Contracting Officer.

Hand-Carried Address:

Department of Veterans Affairs  
G.V. (Sonny) Montgomery VAMC  
A&MM Service (90C)  
715 South Pear Orchard Road, Plaza One  
Ridgeland MS 39157

Mailing Address:

Department of Veterans Affairs  
G.V. (Sonny) Montgomery VAMC  
A&MM Service (90C)  
715 South Pear Orchard Road, Plaza One  
Ridgeland MS 39157

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

(End of Provision)

**E.4 VAAR 852.233-70 PROTEST CONTENT/ALTERNATIVE DISPUTE RESOLUTION (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.5 VAAR 852.233-71 ALTERNATE PROTEST PROCEDURE (JAN 1998)**

As an alternative to filing a protest with the contracting officer, an interested party may file a protest with the Deputy Assistant Secretary for Acquisition and Materiel Management, Acquisition Administration Team, Department of Veterans Affairs, 810 Vermont Avenue, NW., Washington, DC 20420, or for solicitations issued by the Office of Construction and Facilities Management, the Director, Office of Construction and Facilities Management, 810 Vermont Avenue, NW., Washington, DC 20420. The protest will not be considered if the interested party has a protest on the same or similar issues pending with the contracting officer.

(End of Provision)

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

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

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

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

**E.6 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE  
(FEB 1998)**

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

<http://www.acquisition.gov/far/index.html>  
<http://www.va.gov/oamm/oa/ars/policyreg/vaar/index.cfm>

(End of Provision)

52.217-5	EVALUATION OF OPTIONS	JUL 1990
52.223-4	RECOVERED MATERIAL CERTIFICATION	MAY 2008
52.225-25	PROHIBITION ON CONTRACTING WITH ENTITIES ENGAGING IN SANCTIONED ACTIVITIES RELATING TO IRAN-- REPRESENTATION AND CERTIFICATION	NOV 2011
52.232-38	SUBMISSION OF ELECTRONIC FUNDS TRANSFER INFORMATION WITH OFFER	MAY 1999

**E.7 VAAR 852.214-70 CAUTION TO BIDDERS--BID ENVELOPES (JAN 2008)**

It is the responsibility of each bidder to take all necessary precautions, including the use of proper mailing cover, to insure that the bid price cannot be ascertained by anyone prior to bid opening. If a bid envelope is furnished with this invitation, the bidder is requested to use this envelope in submitting the bid. The bidder may, however, use any suitable envelope, identified by the invitation number and bid opening time and date. If an Optional Form (OF) 17, Sealed Bid Label, is furnished with this invitation in lieu of a bid envelope, the bidder is advised to complete and affix the OF 17 to the lower left corner of the envelope used in submitting the bid.

(End of Provision)

(End of Addendum to 52.212-1)

**E.8 52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS--  
COMMERCIAL ITEMS (APR 2012)**

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

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

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

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

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

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

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

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

- (1) FSC 5510, Lumber and Related Basic Wood Materials;
- (2) Federal Supply Group (FSG) 87, Agricultural Supplies;
- (3) FSG 88, Live Animals;
- (4) FSG 89, Food and Related Consumables;
- (5) FSC 9410, Crude Grades of Plant Materials;
- (6) FSC 9430, Miscellaneous Crude Animal Products, Inedible;
- (7) FSC 9440, Miscellaneous Crude Agricultural and Forestry Products;

(8) FSC 9610, Ores;

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

(10) FSC 9630, Additive Metal Materials.

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

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

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

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

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

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

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

(6) Have been voluntarily suspended.

"Sensitive technology"--

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

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

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

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

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

(1) Means a small business concern--

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

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

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

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

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

(1) Directly by a parent corporation; or

(2) Through another subsidiary of a parent corporation.

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

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

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

"Women-owned business concern" means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of 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 electronically on the Online Representations and Certifications Application (ORCA) website.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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
_____	_____
_____	_____
_____	_____

[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
_____	_____
_____	_____

\_\_\_\_\_  
[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
_____	_____
_____	_____
_____	_____

[List as necessary]

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

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

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

Canadian End Products:

Line Item No.
_____
_____
_____

[List as necessary]

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

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

Canadian or Israeli End Products:

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

[List as necessary]

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

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

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

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

[List as necessary]

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

(i) The offeror certifies that each end product, except those listed in paragraph (g)(5)(ii) of this provision, is a U.S.-made, 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) The offeror shall email questions concerning sensitive technology to the Department of State at CISADA106@state.gov.

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

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

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

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

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

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

(End of Provision)