

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30				1. REQUISITION NO.		PAGE 1 OF	
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE		4. ORDER NO.		5. SOLICITATION NUMBER VA246-12-R-3587	
7. FOR SOLICITATION INFORMATION CALL:		a. NAME Leah Trossen		b. TELEPHONE NO. (No Collect Calls) 757-728-7152		6. SOLICITATION ISSUE DATE 8. OFFER DUE DATE/LOCAL TIME 09-17-2012 2.00PM EST	
9. ISSUED BY Department of Veterans Affairs Network Contracting Office 6 100 Emancipation Drive Hampton VA 23667				10. THIS ACQUISITION IS <input type="checkbox"/> UNRESTRICTED OR <input type="checkbox"/> SET ASIDE: _____ % FOR: <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM NAICS: 562111 <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> EDWOSB <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input type="checkbox"/> 8(A) SIZE STANDARD: \$12.5 Million			
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input checked="" type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS		13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) <input type="checkbox"/>		13b. RATING N/A	
15. DELIVER TO Department of Veterans Affairs Network Contracting Office 6 100 Emancipation Drive Hampton VA 23667				16. ADMINISTERED BY Department of Veterans Affairs Network Contracting Office 6 100 Emancipation Drive Hampton VA 23667			
17a. CONTRACTOR/OFFEROR CODE		FACILITY CODE		18a. PAYMENT WILL BE MADE BY Department of Veterans Affairs Financial Services Center P.O. Box 149971 Austin TX 78714-9971			
TELEPHONE NO.				PHONE: FAX:			
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER				<input type="checkbox"/> 18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM			
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES			21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	Solid Waste, Garbage, and Recycling Collection and Disposal and Disposal Services at the Hunter Holmes McGuire						
<div style="border: 2px solid blue; padding: 10px; display: inline-block; background-color: #e0e0ff;"> DRAFT </div>							
(Use Reverse and/or Attach Additional Sheets as Necessary)							
25. ACCOUNTING AND APPROPRIATION DATA					26. TOTAL AWARD AMOUNT (For Govt. Use Only)		
<input checked="" type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA <input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA <input type="checkbox"/> 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					<input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED. <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED <input type="checkbox"/> 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	
				KENNETH HOOD			

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SECTION B - CONTINUATION OF SF 1449 BLOCKS

B.1 CONTRACT ADMINISTRATION DATA

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

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

a. CONTRACTOR:

b. GOVERNMENT: Contracting Officer 00246

Department of Veterans Affairs
Network Contracting Office 6
100 Emancipation Drive
Hampton VA 23667

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

☒ 52.232-34, Payment by Electronic Funds Transfer -
Other than 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 Services Center
P.O. 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

Subcontracting Commitments - Monitoring and Compliance

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

B.2 SCHEDULE OF SUPPLIES AND SERVICES

Contractor shall furnish all labor, materials, tools, equipment, transportation, and qualified supervision to perform **Solid Waste, Garbage, and Recycling Collection and Disposal Services** for the VA Medical, Center Richmond, VA, Services shall be in accordance with all terms, and conditions herein.

Base Year: Date of award- through September 30, 2013

Garbage

Item CLIN	Description	Quantity	Unit	Unit Price	Total Price
0001AA	One (1) ea 42 CY Compacted General Waste 42CY – Pickup Monday and Thursday including legal holidays. Location: at the SAN-I-PAK Compactor Rear of Hospital	104	Pickup	\$ _____	\$ _____
0001AB	One (1) Compacted General Waste 35 CY Government owned San-I-Pak Pickup Tuesday and Friday including legal holidays Location: Rear of Hospital	104	Pickup	\$ _____	\$ _____
0001AC	Rental of four (4) Dumpsters Waste 8 yard Container	12	Month	\$ _____	\$ _____
0001AD	Three (3) ea - Pick up every Wednesday including holidays Locations: Utility Plant Bldg 507 Bldg 513	156	Pickup	\$ _____	\$ _____
0001AE	One (1) ea- Every Wednesday. Location: Lot 15	52	Pickup	\$ _____	\$ _____

0001AF	Disposal/ tipping Fee Charges	600	Tons	\$ _____	\$ _____
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Solid Waste Recycling

Item CLIN	Description	Quantity	Unit	Unit Price	Total Price
0002AA	Two (2) ea 40CY Container - Pickup Friday including legal holidays.	104	Pickup	\$ _____	\$ _____
0002AB	Rental of four (4) Container 30 CY	12	Month	\$ _____	\$ _____
0002AC	Three (30) ea - Pickup Thursday, Including legal holidays Locations: Rear of Hospital <ul style="list-style-type: none"> • Container for Recyclables (1) • Adjacent to Engineering Shop Entrance (1) • Mixed Recyclable Wood Including Pallets (1) 	156	Pickup	\$ _____	\$ _____
0002AD	Mixed Recyclable Metals 1 st Monday of each month Locations: Rear of Hospital	12	Pickup	\$ _____	\$ _____
0003AA	Reporting/Recyclable Proceeds Monthly Reports	12	EA	Not Separately Priced (NSP)	NSP
BASE YEAR TOTAL PRICE \$ _____					

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Option Year 1: October 1, 2013 through September 30, 2014**Garbage**

Item CLIN	Description	Quantity	Unit	Unit Price	Total Price
1001AA	One (1) ea 42 CY Compacted General Waste 42CY – Pickup Monday and Thursday including legal holidays. Location: at the SAN-I-PAK Compactor Rear of Hospital	104	Pickup	\$ _____	\$ _____
1001AB	One (1) Compacted General Waste 35 CY Government owned San-I-Pak Pickup Tuesday and Friday including legal holidays Location: Rear of Hospital	104	Pickup	\$ _____	\$ _____
1001AC	Rental of four (4) Dumpsters Waste 8 yard Container	12	Month	\$ _____	\$ _____
1001AD	Three (3) ea - Pick up every Wednesday including holidays Locations: Utility Plant Bldg 507 Bldg 513	156	Pickup	\$ _____	\$ _____
1001AE	One (1) ea- Every Wednesday. Location: Lot 15	52	Pickup	\$ _____	\$ _____

0001AF	Disposal/ tipping Fee Charges	600	Tons	\$ _____	\$ _____

Solid Waste Recycling

Item CLIN	Description	Quantity	Unit	Unit Price	Total Price
1002AA	Two (2) ea 40 CY Container - Pickup Friday including legal holidays	104	Pickup	\$ _____	\$ _____
1002AB	Rental of four (4) Container 30 CY	12	Month	\$ _____	\$ _____
1002AC	Three (30) ea - Pickup Thursday, Including legal holidays Locations: Rear of Hospital <ul style="list-style-type: none"> • Container for Recyclables (1) • Adjacent to Engineering Shop Entrance (1) • Mixed Recyclable Wood Including 	156	Pickup	\$ _____	\$ _____

1002AD	Pallets (1) Mixed Recyclable Metals 1 st Monday of each month Locations: Rear of Hospital	12	Pickup	\$ _____	\$ _____
1003AA	Reporting/Recyclable Proceeds Monthly Reports	12	EA	Not Separately Priced (NSP)	NSP
OPTION YEAR 1 TOTAL PRICE \$ _____					

Option Year 2: October 1, 2014 through September 30, 2015**Garbage**

Item CLIN	Description	Quantity	Unit	Unit Price	Total Price
2001AA	One (1) ea 42 CY Compacted General Waste 42CY – Pickup Monday and Thursday including legal holidays. Location: at the SAN-I-PAK Compactor Rear of Hospital	104	Pickup	\$ _____	\$ _____
2001AB	One (1) Compacted General Waste 35 CY Government owned San-I-Pak Pickup Tuesday and Friday including legal holidays Location: Rear of Hospital	104	Pickup	\$ _____	\$ _____

2001AC	Rental of four (4) Dumpsters Waste 8 yard Container	12	Month	\$ _____	\$ _____
2001AD	Three (3) ea - Pick up every Wednesday including holidays Locations: Utility Plant Bldg 507 Bldg 513	156	Pickup	\$ _____	\$ _____
2001AE	One (1) ea- Every Wednesday. Location: Lot 15	52	Pickup	\$ _____	\$ _____
2001AF	Disposal/ tipping Fee Charges	600	Tons	\$ _____	\$ _____

Solid Waste Recycling

Item CLIN	Description	Quantity	Unit	Unit Price	Total Price
2002AA	Two (2) ea 40 CY Container - Pickup Friday including legal holidays	104	Pickup	\$ _____	\$ _____
2002AB	Rental of four (4) Container 30 CY	12	Month	\$ _____	\$ _____
2002AC	Three (30) ea - Thursday, Including legal holidays Locations: Rear of Hospital <ul style="list-style-type: none"> • Container for Recyclables (1) • Adjacent to Engineering Shop Entrance (1) • Mixed Recyclable Wood Including Pallets (1) Mixed Recyclable Metals	156	Pickup	\$ _____	\$ _____

2002AD	1 st Monday of each month	12	Pickup	\$ _____	\$ _____
	Locations: Rear of Hospital				
2003AE	Reporting/Recyclable Proceeds Monthly Reports	12	EA	Not Separately Priced (NSP)	NSP
OPTION YEAR 2 TOTAL PRICE \$ _____					

Option Year 3: October 1, 2015 through September 30, 2016**Garbage**

Item CLIN	Description	Quantity	Unit	Unit Price	Total Price
3001AA	One (1) ea 42 CY Compacted General Waste 42CY – Pickup Monday and Thursday including legal holidays. Location: at the SAN-I-PAK Compactor Rear of Hospital	104	Pickup	\$ _____	\$ _____
3001AB	One (1) Compacted General Waste 35 CY Government owned San-I-Pak Pickup Tuesday and Friday including legal holidays Location: Rear of Hospital	104	Pickup	\$ _____	\$ _____
3001AC	Rental of four (4) Dumpsters Waste 8 yard Container	12	Month	\$ _____	\$ _____
3001AD	Three (3) ea - Pick up every Wednesday including holidays Locations: Utility Plant Bldg 507 Bldg 513	156	Pickup	\$ _____	\$ _____
3001AE	One (1) ea- Every Wednesday. Location: Lot 15	52	Pickup	\$ _____	\$ _____

3001AF	Disposal/ tipping Fee Charges	600	Tons	\$ _____	\$ _____
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Solid Waste Recycling

Item CLIN	Description	Quantity	Unit	Unit Price	Total Price
3002AA	Two (2) ea 40 CY Container - Pickup Friday including legal holidays.	104	Pickup	\$ _____	\$ _____
3002AB	Rental of four (4) Container 30 CY	12	Month	\$ _____	\$ _____
3002AC	Three (30) ea - Pickup Thursday. Including legal holidays Locations: Rear of Hospital <ul style="list-style-type: none"> • Container for Recyclables (1) • Adjacent to Engineering Shop Entrance (1) • Mixed Recyclable Wood Including Pallets (1) 	156	Pickup	\$ _____	\$ _____
3002AD	Mixed Recyclable Metals 1 st Monday of each month Locations: Rear of Hospital	12	Pickup	\$ _____	\$ _____
3003AE	Reporting/Recyclable Proceeds Monthly Reports	12	EA	Not Separately Priced (NSP)	NSP
OPTION YEAR 3 TOTAL PRICE \$ _____					

Option Year 4: October 1, 2016 through September 30, 2017**Garbage**

Item CLIN	Description	Quantity	Unit	Unit Price	Total Price
4001AA	One (1) ea 42 CY Compacted General Waste Pickup Monday and Thursday including legal holidays. Location: at the SAN-I-PAK Compactor Rear of Hospital	104	Pickup	\$ _____	\$ _____
4001AB	One (1) Compacted General Waste 35 CY Government owned San-I-Pak Pickup Tuesday and Friday including legal holidays Location: Rear of Hospital	104	Pickup	\$ _____	\$ _____
4001AC	Rental of four (4) Dumpsters Waste 8 yard Container	12	Month	\$ _____	\$ _____
4001AD	Three (3) ea - Pick up every Wednesday including holidays Locations: Utility Plant Bldg 507 Bldg 513	156	Pickup	\$ _____	\$ _____
4001AF	One (1) ea- Every Wednesday. Location: Lot 15	52	Pickup	\$ _____	\$ _____

3001AF	Disposal/ tipping Fee Charges	600	Tons	\$ _____	\$ _____
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Solid Waste Recycling

Item CLIN	Description	Quantity	Unit	Unit Price	Total Price
4002AA	Two (2) ea 40 CY Container - Pickup Friday including legal holidays	104	Pickup	\$ _____	\$ _____
4002AB	Rental of four (4) Container 30 CY	12	Month	\$ _____	\$ _____
4002AC	Three (30) ea – Pickup Thursday, Including legal holidays Locations: Rear of Hospital <ul style="list-style-type: none"> • Container for Recyclables (1) • Adjacent to Engineering Shop Entrance (1) • Mixed Recyclable Wood Including Pallets (1) 	156	Pickup	\$ _____	\$ _____
4002AD	Mixed Recyclable Metals 1 st Monday of each month Locations: Rear of Hospital	12	Pickup	\$ _____	\$ _____
4003AE	Reporting/Recyclable Proceeds Monthly Reports	12	EA	Not Separately Priced (NSP)	NSP
OPTION YEAR 4 TOTAL PRICE \$ _____					

Total Price of Base Year and Four Option Years \$ _____

B.3 PERFORMANCE WORK STATEMENT (PWS)**Performance work statement****For****Solid Waste, Garbage, and Recycling Collection and Disposal Services****A. INTRODUCTION.**

The contractor shall furnish all labor, material, equipment (except for those specifically stated to be Government-Furnished), supplies, transportation, management and supervision necessary to perform all Solid Waste, Garbage, and Recycling Collection and Disposal Services at the Richmond VA Medical Center, 1201 Broad Rock Blvd., Richmond, VA 23249. This includes services necessary to eliminate, reduce, re-use and recycle materials as well as dispose of all wastes (not medical or hazardous) generated at the Richmond VA Medical Center.

Definitions:

Solid Waste/Garbage:

a. Miscellaneous Waste: Combustible and non-combustible materials such as paper, wrapping, cartons, metal, glass, floor sweepings, grass cutting, tree trimming, street sweepings, waste products, waste paper, lumber, animal bedding, and all other non classifiable waste.

b. Non-edible Garbage: Coffee grounds, tealeaves, banana peels, citrus fruit rinds, and similar materials left over from meals and or their preparation.

Recyclable Material: Scrap metal, metal beverage containers, glass (clear, brown, green), mixed paper, cardboard/pressboard, plastics, scrap wood (including pallets), rags/textile wastes, grease, tires, and C&D material (electrical wire, wood, windows, concrete, rebar, inert materials, scrap metal).

This contract will not cover hazardous chemical waste disposal or radioactive materials.

B. PROGRAM OBJECTIVES

1. This initiative is a strategic sourcing partnership in which the Richmond VAMC wishes to collaborate closely with the selected contractor to meet goals while creating value for both parties through savings from improved resource efficiency. It is intended that the service provider will increase diversion, working in partnership with Richmond VAMC, its employees and contractors.

2. Solid Waste Diversion. The Richmond VAMC embraces and is bound by Executive Order 13101, *Greening the Government through Waste Prevention, Recycling, and Federal Acquisition*. Solid waste diversion is a major focus of this contract and the Contractor is expected to work to improve the installation's diversion rate by improving techniques and methods and researching new markets for items not currently recycled.
3. Pursue continuous improvement in resource efficiency (increased diversion through reuse, recycling, composting, waste to energy conversion) to support Executive Orders *Federal Leadership in Environmental, Energy, and Economic Performance* as well as *Greening the Government through Waste Prevention, Recycling, and Federal Acquisition*.
 - a. In collaboration with the Richmond VAMC identify, design, and implement innovative, cost-effective means to increase diversion and increase recycling with the additional benefits of reducing refuse collection and disposal costs.
 - b. Optimize current hauling, garbage disposal, and recycling operations and services to reduce overall waste management system costs.
 - c. Develop a detailed tracking, reporting, and billing/invoicing system to support the goal setting, performance tracking, and decision-making ability.

C. TECHNICAL REQUIREMENTS.

The contractor shall schedule and perform all solid waste, garbage and recycling collection and disposal services for the Richmond VAMC in accordance with the schedule of supplies and services and all terms and conditions herein.

- a. Collections shall be made in contractor provided containers which must be fully enclosed, rat-proof, leak proof, fire retarding, kept clean and sanitized by the vendor. Any trash or garbage scattered by the contractor on the Medical Center grounds shall be recovered and removed by the contractor. The pick-up areas shall be left in a neat, clean, uniform and safe condition at all times.

In addition to contractor furnished equipment, contractor shall be responsible for removal / reattachment and haul of Government owned 35 yard San-I-Pak compactor roll-off container for disposal of compacted waste.

- b. Contractor shall dispose of the solid waste, garbage and recycling in such a manner as not to cause conditions detrimental to public health or to constitute a public nuisance. The contractor shall assume full responsibility for compliance with all Federal, State, City and County laws, rules and regulations governing the removal and disposal of waste materials.

c. Pick-Up Schedules: The Contractor shall furnish and maintain, at all times, containers at pickup stations designated for trash and recyclables and at the frequency outlined in the schedule of supplies and services. All containers shall

be accomplished Monday through Friday between the hours of 7:00 am and 3:30 pm. The Contracting Officer's Technical Representative (COR) shall be notified in advance of any deviations from the regular schedule.

d. 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 within one business day of notification from the COR. 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. The contractor will be compensated at the same price as stated in the price schedule.

e. The contractor shall be responsible for any and all spills or leaks that occur during the performance of this contract. The contractor shall clean up such spills or leaks in a timely manner to the satisfaction of all federal, state, local agencies, or other authority having jurisdiction at no additional cost to the Department of Veterans Affairs, Richmond VAMC.

f. The contractor shall comply with all VA, Federal, State, local, 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). **All solid waste recyclable items shall be taken to a permitted Material Recovery Processing Facility**

g. The Contractor shall have in place and maintain a valid contingency plan to meet the requirements of the contract whenever trash cannot be handled by or at the primary transportation or processing facilities due to interruption of service or failure of equipment. The Contractor shall incur all costs associated with fulfilling this contingency plan as well as alternate contingency plans at no additional expense to the Government. Written documentation shall be made available to the Government that the contingency plan is in accordance with all Federal, State, Municipal and local specifications and regulations for storage, transportation and disposal of trash. Additionally, the Contractor shall be liable for all expenses incurred by the Government due to Contractor inability to perform all terms of the contract.

D. DISPOSAL

a. Refuse Disposal: All refuse, bulk items and debris shall be disposed of to a location licensed by the State of Virginia 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 after concurrence of the Contracting Officer (CO). All payments for the permit shall be at the Contractor's own expense.

b. Recycling Disposal: All items shall be taken to a **permitted Material Recovery Processing Facility**. The Contractor shall comply with all Federal, State and local licenses and regulations for such purposes. The Contractor shall monitor and evaluate disposal practices to ensure that the receptacles are reaching their intended recycling destinations. The contractor shall obtain all necessary permits for handling recyclables and copies shall be submitted to the COR for approval. All payments for the permits shall be at the Contractor's own expense. The reimbursable tipping fees shall not exceed the approved landfill rates.

E. **RECYCLABLE MATERIALS PROCESSING**

The contractor shall provide a detailed accounting of recyclable commodities collected. The accounting will be by type (plastic, metal, etc), per ton. The Contractor shall conduct direct sales of recyclable commodities, with 100 percent of the revenues generated by the resale of recyclable commodities to be submitted to the government.

Materials. The following items shall be recycled: Scrap metal, metal beverage containers, glass (clear, brown, green), mixed paper, cardboard/pressboard, plastics, scrap wood (including pallets), rags/textile wastes, grease, tires, and C&D material (electrical wire, wood, windows, concrete, rebar, inert materials, scrap metal). Contractor may recycle materials not listed above with prior approval of the CO/COR. All recyclable items shall be stored, shipped and disposed of in accordance with federal and local environmental regulations.

F. **REPORTS AND RECORDS**

The Contractor shall provide a monthly Solid Waste and Recycling Report by the 15th of each month to the COR detailing total tonnage of refuse collected, disposal location, landfill/steam plant tipping fees and weight tickets, materials collected and recycled by commodity, proceeds from recyclable sales by commodity and buyers. Metals shall be identified by the type of metal, i.e. steel or copper.

a. Solid waste reports shall show the total daily tonnage of refuse collected and disposed of and the specific place of disposal (e.g. incinerator, sanitary landfill, or other disposal area). If specific areas of county landfills are designated, this shall also be noted.

b. Recycling reports shall show the total weight of each type of recyclable material collected, the percentage recycled, and the name of the **permitted Material Recovery Processing Facility utilized.**

c. Sales Receipts and Proceeds: The Contractor shall submit all recyclable materials sales receipts and proceeds to a designated Richmond VAMC government representative. The sales receipts shall contain the weight, type, price of the item recycled and the buyer.

G. SPECIAL COLLECTION SITUATIONS

a. Hazardous Materials: The Contractor shall inform the COR of any hazardous materials (i.e. batteries, tires) found in the performance of this project and ensure they are not disposed of until coordinated by the COR through the CO. The contractor shall comply with all Federal, State and Local environmental laws and regulations when handling hazardous materials.

b. Large/Bulky Items: The contractor is not 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 one 30-cy container near the Engineering Shop entrance where the VA may dispose of construction debris and bulk items. Contractor shall also provide one 30-cy container in the back of the hospital for collection and recycling of scrap metal. This would include appliances, metal items, shelving, scrap equipment, etc.

H. PERFORMANCE STANDARDS

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

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

ID	Indicator	Standard	Acceptable Quality Level	Method of Surveillance	Incentive/Disincentive
1	The Contractor shall perform the Technical Requirements that meet the requirements of PWS Section C	The Contractor shall comply with all VA, Federal, State, local, environmental and hazardous laws, regulations and directives.	100%	CO/COR Direct Observation	Incentive: favorable contractor performance evaluation. Disincentive: unfavorable contractor performance evaluation.

ID	Indicator	Standard	Acceptable Quality Level	Method of Surveillance	Incentive/Disincentive
2	The Contractor shall perform Disposal that meet the requirements of PWS Section D	Contractor shall meet the requirements during the period of performance	100%	CO/COR Direct Observation	Incentive: favorable contractor performance evaluation. Disincentive: unfavorable contractor performance evaluation
3	The Contractor shall perform Recyclable Material Processing that meet the requirements of PWS Section E	Contractor shall meet the requirements during the period of performance	100%	CO/COR Direct Observation	Incentive: favorable contractor performance evaluation. Disincentive: 10% invoice deduction and unfavorable contractor performance evaluation
4	The Contractor shall adhere to Reports and Records that meet the requirements of PWS Section F	Contractor shall meet the requirements during the period of performance	100%	CO/COR Direct Observation	Incentive: favorable contractor performance evaluation. Disincentive: unfavorable contractor performance evaluation
5	The Contractor shall adhere to Special Collection requirements that meet the requirements of PWS Section G	Contractor shall meet the requirements during the period of performance	Periodically	CO/COR Direct Observation	Incentive: favorable contractor performance evaluation. Disincentive: unfavorable contractor performance evaluation

B.4 SPECIAL CONTRACT REQUIREMENTS

SPECIAL CONTRACT REQUIREMENTS

A. WORK HOURS:

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

b. The following terms have the following meanings:

(1) Normal working hours: Monday through Friday, 7:00 a.m. – 3:30 p.m., excluding federal holidays.

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

New Years Day

Martin Luther King's Birthday

President's Day

Memorial Day

Independence Day

Labor Day

Columbus Day

Veterans Day

Thanksgiving

Christmas

Any other day specifically declared by the President of the United States to be a federal holiday.

When one of the holidays falls on Sunday, the following Monday shall be observed as a Federal Holiday. When a holiday falls on a Saturday, the preceding Friday shall be observed as a Federal Holiday.

B. SAFETY

a. 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 to the COR prior to the first day of service.

b. 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 mitigated. The Workers shall perform and conduct the work so as to minimize obstruction to the paved driveways and parking and walkway area and other interference with hospital operations. Refuse Collection workers must follow the latest OSHA regulations on this project.

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

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C. QUALITY CONTROL

Quality control is the exclusive responsibility of the Contractor. The work performed under this contract shall be subject to evaluation by the COR/CO via the Quality Assurance Surveillance Plan (QASP) located in Section D.

D. PERIOD OF PERFORMANCE:

The performance period for this contract shall be **July 1, 2012 through June 30, 2013** plus four (4) one-year option periods, if exercised by the Government. Each Option Period shall be evaluated individually and will only be exercised based on the availability of funds and government needs.

E. KEY PERSONNEL

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 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/her cellular phone or a beeper to be reached during normal workday hours.

F. BILLING AND PAYMENT

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

- Date of invoice
- Contract Number
- Purchase Order Number
- Contractor Name
- Invoice Number
- CLIN
- Date of service

G. REQUIRED REGISTRATION WITH CONTRACTOR PERFORMANCE ASSESSMENT SYSTEM (CPARS)

a. As prescribed in Federal Acquisition Regulation (FAR) Part 42.15, the Department of Veterans Affairs (VA) evaluates contractor past performance on all contracts that exceed \$150,000, and shares those evaluations with other Federal Government contract specialists and procurement officials. The FAR requires that the contractor be provided an opportunity to comment on past performance evaluations prior to each report closing. To fulfill this requirement VA uses an online database, CPARS, which is maintained by the Naval Seal Logistics Center in Portsmouth, Virginia. CPARS has connectivity with the Past Performance Information Retrieval System (PPIRS) database, which is available to all Federal agencies. PPIRS is the system used to collect and retrieve performance assessment reports used in source selection determinations and completed CPARS report cards transferred to PPIRS. CPARS also includes access to the federal awardee performance and integrity information system (FAPIIS). FAPIIS is a web-enabled application accessed via CPARS for contractor responsibility determination information.

b. Each contractor whose contract award is estimated to exceed \$150,000 is required to register with CPARS database at the following web address: www.cpars.csd.disa.mil. Help in registering can be obtained by contacting Customer Support Desk @ DSN: 684-1690 or COMM: 207-438-1690. Registration should occur no later than thirty days after contract award, and must be kept current should there be any change to the contractor's registered representative.

c. For contracts with a period of one year or less, the contracting officer will perform a single evaluation when the contract is complete. For contracts exceeding one year, the contracting officer will evaluate the contractor's performance annually. Interim reports will be filed each year until the last year of the contract, when the final report will be completed. The report shall be assigned in CPARS to the contractor's designated representative for comment. The contractor representative will have thirty days to submit any comments and re-assign the report to the VA contracting officer.

H. CONTRACT ADMINISTRATION DATA:

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

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

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

IN THE EVENT THE CONTRACTOR EFFECTS ANY SUCH CHANGE AT THE DIRECTION OF ANY PERSON OTHER THAN THE CONTRACTING OFFICER WITHOUT AUTHORITY, NO ADJUSTMENT SHALL BE MADE IN THE CONTRACT PRICE TO COVER AN INCREASE IN COSTS INCURRED AS A RESULT THEREOF.

Points of Contact

PRIMARY POINT OF CONTACT

Contracting Specialist (CS)

Leah Trossen.
Department of Veterans Affairs
National Contracting Activity Building 27
100 Emancipation Drive
Hampton, VA 23667
757-728-7152 Fax: 757-728-3132
Leah.trossen@va.gov

ALTERNATE POINT OF CONTACT

Contracting Officer (CO)

Kenneth Hood
Department of Veterans Affairs
National Contracting Activity Building 27
100 Emancipation Drive
Hampton, VA 23667
757-315-3934 Fax: 757-728-3132
Kenneth.Hood2@va.gov

Contracting Officer's Representative (COR) TBD

SECTION C - CONTRACT CLAUSES

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

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

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

C.1 52.217-8 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 60 days OF THE PERIOD OF PERFORMANCE END DATE.

(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 60 days OF THE PERIOD OF PERFORMANCE END DATE; 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 66 Months..

(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 852.215-70 SERVICE-DISABLED VETERAN-OWNED AND VETERAN-OWNED SMALL BUSINESS EVALUATION FACTORS (DEC 2009)

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

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

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

(End of Clause)

C.8 VAAR 852.215-71 EVALUATION FACTOR COMMITMENTS (DEC 2009)

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

(End of Clause)

C.9 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 VIRGINIA. 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.10 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.11 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)

52.237-3 CONTINUITY OF SERVICES JAN 1991

(End of Addendum to 52.212-4)

C.12 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.)

☒ (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.)
- ☐ (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

Motor Vehicle Operator WG-5703-7

\$19.15

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

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

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

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

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

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

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

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

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

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

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

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

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

(iii) [Reserved]

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

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

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

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

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

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

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

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

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

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

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

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

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

(End of Clause)

SECTION D - CONTRACT DOCUMENTS, EXHIBITS, OR ATTACHMENTS

D.1 WAGE DETERMINATION

WAGE DETERMINATION

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

Wage Determination No.: 2005-2545

Revision No.: 15

Date of Revision: 06/13/2011

<http://www.wdol.gov/wdol/scafiles/std/05-2543.txt>

D.2 QUALITY ASSURANCE SURVEILLANCE PLAN (QASP)

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

For: VAMC Richmond

Contract Number:

Contract Description: Solid Waste, Garbage, and Recycling Collection and Disposal Services

Contractor's name:

1. PURPOSE

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

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

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

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

2. GOVERNMENT ROLES AND RESPONSIBILITIES

The following personnel shall oversee and coordinate surveillance activities.

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

Assigned Contract Specialist (CS):

Leah Trossen
Department of Veterans Affairs,
VISN 6 Network Contract Activity
100 Emancipation Drive
Hampton, VA 23667

Assigned Contracting Officer (CO):

Kenneth Hood
Department of Veterans Affairs
VISN 6 Network Contract Activity
100 Emancipation Drive
Hampton, VA 23667

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

Assigned COR: TBD

c. Other Key Government Personnel -

3. CONTRACTOR REPRESENTATIVES

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

a. Program Manager -

b. Other Contractor Personnel -
Title:

4. PERFORMANCE STANDARDS

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

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

ID	Indicator	Standard	Acceptable Quality Level	Method of Surveillance	Incentive/Disincentive
1	The Contractor shall perform the Technical Requirements that meet the requirements of PWS Section C	The Contractor shall comply with all VA, Federal, State, local, environmental and hazardous laws, regulations and directives.	98%	CO/COR Direct Observation	Incentive: favorable contractor performance evaluation. Disincentive: unfavorable contractor performance evaluation.
2	The Contractor shall perform Disposal that meet the requirements of PWS Section D	Contractor shall meet the requirements during the period of performance	98%	CO/COR Direct Observation	Incentive: favorable contractor performance evaluation. Disincentive: unfavorable contractor performance evaluation
3	The Contractor shall perform Recyclable Material Processing that meet the requirements of PWS Section E	Contractor shall meet the requirements during the period of performance	98%	CO/COR Direct Observation	Incentive: favorable contractor performance evaluation. Disincentive: 10% invoice deduction and unfavorable contractor performance evaluation

ID	Indicator	Standard	Acceptable Quality Level	Method of Surveillance	Incentive/Disincentive
4	The Contractor shall adhere to Reports and Records that meet the requirements of PWS Section F	Contractor shall meet the requirements during the period of performance	98%	CO/COR Direct Observation	Incentive: favorable contractor performance evaluation. Disincentive: unfavorable contractor performance evaluation
5	The Contractor shall adhere to Special Collection requirements that meet the requirements of PWS Section G	Contractor shall meet the requirements during the period of performance	98%	CO/COR Direct Observation	Incentive: favorable contractor performance evaluation. Disincentive: unfavorable contractor performance evaluation

5. INCENTIVES/DISINCENTIVES

The Government shall provide favorable contractor performance evaluation as incentives and unfavorable contractor performance evaluation as disincentives. Incentives/disincentives shall be based on exceeding, meeting, or not meeting performance standards.

6. METHODS OF QA SURVEILLANCE

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

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

7. RATINGS

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

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

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

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

8. DOCUMENTING PERFORMANCE

a. ACCEPTABLE PERFORMANCE

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

b. UNACCEPTABLE PERFORMANCE

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

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

The contractor shall acknowledge receipt of the CDR in writing. The CDR will specify if the contractor is required to prepare a corrective action plan to document how the contractor shall correct the unacceptable performance and avoid a recurrence. The CDR will also state how long after receipt the contractor has to present this corrective action plan to the COR. The Government shall review the contractor's corrective action plan to determine acceptability. Any CDRs may become a part of the supporting documentation for any contractual action deemed necessary by the CO.

9. FREQUENCY OF MEASUREMENT

a. Frequency of Measurement.

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

b. Frequency of Performance Assessment Meetings.

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

Signature – Contractor Program Manager

DATE: _____

Signature – Contracting Officer's Representative

DATE: _____ -

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 INSTRUCTION TO OFFERORS

E.2 INSTRUCTION TO OFFERORS

A. CASCADING PROCUREMENT STRATEGY

In accordance with VAAR Subpart 819.7005, any award for Patient Lodging, resulting from this solicitation, may be made on a competitive basis to eligible, verified, service disabled veteran owned small business (SDVOSB) concerns, provided that one (1) acceptable offer (technical and price) is received from such concerns.

If a minimum of one (1) acceptable offer from eligible SDVOSB is not received, the award for the services/supplies specified within the solicitation may be made to a veteran-owned small business (VOSB) in accordance with VAAR 819.7006, provided that one (1) acceptable (technical and price) offers is received from a verified VOSB concern.

If one (1) acceptable offer from verified VOSB is not received, award for services/supplies specified within the solicitation may be made to a qualified 8(a), HUBZone, or woman-owned small business in accordance with FAR 19.8 and 19.13. These three programs have equal parity according to Small Business Administration (SBA).

If award cannot be made to a qualified 8(a), HUBZone or woman-owned small business, the award may be made to a small business in accordance with FAR 19.5, provided that one (1) acceptable (technical and cost) offer is received from qualified small business concerns.

If award cannot be made to a qualified small business concerns, the award will be made on an unrestricted basis

B. INSTRUCTION FOR PROPOSAL SUBMISSION

All proposals shall be submitted in electronic format on disc (PDF or MS Word) and 1 hard copy and shall be assembled as follows

Section 1 - Offer Form (Standard Form 1449) – original signature and date; Contract Administration Data; DUNS Number; Acknowledgement of Solicitation Amendments

Section 2 - Pricing shall be submitted as requested in the Schedule of Supplies/Services comprised within the solicitation document. No price/cost information should be included in the technical proposal document. Offerors are not required to submit detailed cost and pricing information with their initial offer beyond the overall price.

Section 3 - The offeror must submit a completed copy of the provision at FAR 52.212-3, Offeror Representations and Certifications - Commercial Items. An offeror shall complete only paragraph (b) of this provision if the offeror has completed the annual representations and certifications electronically at <http://orca.bpn.gov>.

Section 4. Technical Proposal: Submit technical proposal in a format which clearly addresses the evaluation factors. Each response shall address each factor/sub factor in the sequence listed below and clearly identify which factor is being addressed. The offeror must identify any subcontractors proposed under this solicitation. All technical elements applicable to the utilization of subcontractors must be addressed in the technical proposal and detail provided.

The Technical Volume shall not exceed twenty five (25) pages in length (minimum 12-point font). Page limitation includes any drawings, charts, etc., and excludes section dividers, table of contents, list of figures/tables, glossary of terms and cross-referencing indices and resumes (all of which are not considered content pages).

Section 5 – Past Performance

a. Identify **all** federal, state, and local government contracts as well as any private/commercial contracts of similar scope, size, complexity that are ongoing or have been completed within the last three years

List the following information for each contract:

- Company Name and address
- Types of services performed
- Name, telephone number and e-mail address of responsible individuals who have first-hand knowledge of performance relative to the same type of services
- Dates of contract performance
- Total contract value

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

AWARD BASIS

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

Nonprice factors will be rated on a “Pass/Fail” basis. Failure to meet any of the requirements will result in a “Fail” rating and eliminate the offeror from further consideration for contract award.

The following factors shall be used to evaluate offers:

Factor I – Technical

The Government will make award to the offeror (s) submitting the lowest-price technically acceptable proposals meeting or exceeding the acceptability standards for non price factors . Non price factors will be rated on a “Pass/Fail” basis. Failure to meet any of the requirements will result in a “Fail” rating and eliminate the offeror from further consideration for contract award.

The following factors shall be used to evaluate offers:

(1) Licenses/Permits/Certifications:

Contractor shall provide all licenses/permits/certifications needed in accordance with all applicable Federal, State, Municipal and local regulations necessary to perform the services required.

Failure to meet criteria under this sub-factor will result in a fail rating

(2) Disposal Facilities/Sites:

Contractor shall provide a list of licensed disposal facilities/sites and recycling sites to be used.

Failure to meet criteria under this sub-factor will result in a fail rating

Factor II – Past Performance

Past Performance factors will be rated on a “Pass/Fail/Neutral” basis.

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

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

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

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

Factor III- Price

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

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

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

TECHNICAL QUESTIONS

Offerors should submit all technical questions regarding this solicitation to the Contracting Officer in writing on or before September 12, 2012. No question will be accepted after September 12, 2012. Questions may be sent via e-mail to leah.trossen@va.gov. **Telephonic (verbal) questions Will Not be addressed.** All responses to questions, which may affect offers, will be incorporated into a written amendment to the Request for Proposal.

DUE DATES

All proposals shall be submitted by September 17, 2012, 2:00PM to the following address: Department of Veterans Affairs, VISN 6 NCA Attn: Leah Trossen, Bldg 27, 100 Emancipation Drive, Hampton, VA 23667. **Facsimile and email submission is not authorized under this announcement.**

E.2 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 FAPIS 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.3 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.4 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: LEAH TROSSEN

CONTRACT SPECIALIST

Hand-Carried Address:

Department of Veterans Affairs

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

Mailing Address:

Department of Veterans Affairs
Contracting Office
Network Contracting Office 6
100 Emancipation Drive
Hampton VA 23667

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

(End of Provision)

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

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

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

(End of Provision)

**E.6 VAAR 852.233-70 PROTEST CONTENT/ALTERNATIVE DISPUTE
RESOLUTION (JAN 2008)**

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

- (1) Include the name, address, fax number, and telephone number of the protester;
- (2) Identify the solicitation and/or contract number;
- (3) Include an original signed by the protester or the protester's representative and at least one copy;
- (4) Set forth a detailed statement of the legal and factual grounds of the protest, including a description of resulting prejudice to the protester, and provide copies of relevant documents;

(5) Specifically request a ruling of the individual upon whom the protest is served;

(6) State the form of relief requested; and

(7) Provide all information establishing the timeliness of the protest.

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

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

(End of Provision)

E.7 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.8 VAAR 852.273-74 AWARD WITHOUT EXCHANGES (JAN 2003)

The Government intends to evaluate proposals and award a contract without exchanges with offerors. Therefore, each initial offer should contain the offeror's best terms from a cost or price and technical standpoint. However, the Government reserves the right to conduct exchanges if later determined by the contracting officer to be necessary.

(End of Provision)

E.9 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.

52.215-5 (End of Provision) FACSIMILE PROPOSALS OCT 1997

(End of Addendum to 52.212-1)

E.10 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
<hr/>	<hr/>
<hr/>	<hr/>
<hr/>	<hr/>

[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
<hr/>	<hr/>
<hr/>	<hr/>
<hr/>	<hr/>

[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)