

**Description:** This is a combined synopsis/solicitation for commercial items prepared in accordance with the format in Subpart 12.6, in conjunction with Far Part 13 as supplemented with additional information included in this notice. This announcement constitutes the only solicitation; proposals are being requested and a written solicitation will not be issued. The commercial items procedures of FAR Part 12 will be used. **Solicitation# RFP 36C25618R0122.** This solicitation is issued as request for proposal (RFP).

Solicitation document and incorporated provisions and clauses are those in effect through Federal Acquisition Circular (FAC) 2005-94 & 2005-95 (effective 01/20/17) Rev 3 (07/21/17)

This is a Service-Disabled Veteran-Owned Small Business Set-Aside.

NAICS code is 562111, size standard is \$38.5 MILLION.

**Place of Performance:** Michael E. DeBakey VA Medical Center, 2002 Holcombe BLVD.  
77030

Anticipated Performance Period: January 1, 2018 to December 31, 2018 plus four 12 Month Option periods at the discretion of the government to exercise.

All questions pertaining to this solicitation shall be submitted by 9:00am CST December 6, 2017. Send all questions electronically to [anthony.marion2@va.gov](mailto:anthony.marion2@va.gov).

Only electronic offers will be accepted. Offers shall be submitted to [Anthony.marion2@va.gov](mailto:Anthony.marion2@va.gov) NO LATER THAN December 13, 2017 by 2:00 PM CST.

**POC:** Anthony Marion, Contracting Officer Phone: 713-794-7408  
Email: [anthony.marion2@va.gov](mailto:anthony.marion2@va.gov)

## SECTION A

### A.1 APPLICABLE Provisions and Clauses

The provision at 52.212-1 Introduction to Offerors – Commercial, applies to this acquisition.

The provision at 52.212-2 EVALUATION – COMMERCIAL ITEMS (JAN 1999) applies to this acquisition.

All offers shall include a completed copy of the provision at 52.212-3, Offeror Representations and Certifications –Commercial Items.

The clause at 52.212-4, Contract Terms and Conditions – Commercial Items, applies to this acquisition and a statement. The addendum to FAR 52.212-4 also applies to this acquisition.

The clause at 52.212-5, Contract Terms and Conditions Required to Implement Statutes or Executive Orders – Commercial Items, applies to this acquisition and all additional FAR clauses cited in the clause are applicable to the acquisition.

Addendum to FAR 52.212-4 Show FAR clauses followed by VAAR clauses in numeric order.

Solicitation contains a list of all clauses incorporated by reference in numeric order under 52.252-2 (see below), starting first with FAR and followed by VAAR.

## SECTION B

### B.1 CONTRACT ADMINISTRATION DATA

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

a. CONTRACTOR:

b. GOVERNMENT: Contracting Officer 36C256

Department of Veterans Affairs

Purchase & Contracting  
Michael E. DeBakey VA Medical Center  
2002 Holcombe BLVD  
Houston TX 77030 4298

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

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

52.232-36, Payment by Third Party

3. INVOICES: Invoices shall be submitted in arrears:

a. Quarterly

b. Semi-Annually

c. Other  Monthly

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

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

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

AMENDMENT NO	DATE

**B.2 PRICE/COST SCHEDULE****ITEM INFORMATION**

ITEM NUMBE R	DESCRIPTION OF SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	<p>The Contractor shall furnish all labor, material, new equipment, repairs/maintenance, supplies, transportation, management and supervision necessary to perform all Municipal Solid Waste (MSW) Refuse Storage, Collection, Disposal and Recycling Services in accordance with Federal RCRA EPA and State TCEQ Solid Waste regulations at the following locations at a fixed rate fee, as identified in the Contract SOW for the Michael E. DeBakey VA Medical Center, 2002 Holcombe Blvd., Houston, TX 77030.</p> <p>Contract Period: Base POP Begin: 01-01-2018 POP End: 12-31-2018</p> <p>The Contractor shall provide "New" MSW Rental Equipment at all site locations identified in SOW Pick-up Frequency Section 5.1.1.2 thru 5.1.1.9 (5.1.1.1, VA01 is VA-owned) Pickup Frequency Schedule within 90-days of contract award date. The estimated pickup haul fee for each site, option containers, and/or service is as follows: A. VA01 - Bldg. 100 Tunnel West Dock Site #VA01 (VA-owned 40 cu yd stationary compactors), Estimated minimum pickups per year: 156 each.</p>	156.00	EA	_____	_____
0002	<p>B. VA01A - Bldg. 100 Tunnel West Dock Site #VA01A (30 cu yd Open-Top), Estimated minimum pickups per year:</p>	208.00	EA	_____	_____

	208 each. Contract Period: Base POP Begin: 01-01-2018 POP End: 12-31-2018				
<b>0003</b>	C. VA02 - Bldg. 100 Tunnel SW Dock Site #VA02 (42 cu yd stationary compactors), Estimated minimum pick-ups per year: 52 each. Contract Period: Base POP Begin: 01-01-2018 POP End: 12-31-2018	52.00	EA	_____	_____
<b>0004</b>	D. VA03 - Bldg. 100 Tunnel NE Dock Site #VA03 (42 cu yd stationary compactors), Estimated minimum pickups per year: 52 each. Contract Period: Base POP Begin: 01-01-2018 POP End: 12-31-2018	52.00	EA	_____	_____
<b>0005</b>	E. VA04 - Bldg. 104, Near Old Incinerator Site #VA04 (30 yd cu Open-Top Trash Container), Estimated frequency of pickups per year: 52 each. Contract Period: Base POP Begin: 01-01-2018 POP End: 12-31-2018	52.00	EA	_____	_____
<b>0006</b>	F. VA05 - Bldg. 109, SW Dock Site #VA05 (34 cu yd stationary compactors), Estimated frequency of pickups per year: 52 each. Contract Period: Base POP Begin: 01-01-2018 POP End: 12-31-2018	52.00	EA	_____	_____
<b>0007</b>	G. VA06 - Bldg. 100, NE Supply Dock Site #VA06 (30 yd cu Refuse / Recycling Open-Top Trash Container), Estimated frequency of pickups per year: 104 each. Contract Period: Base POP Begin: 01-01-2018 POP End: 12-31-2018	104.00	EA	_____	_____
<b>0008</b>	H. VA06A - Bldg. 100 Tunnel NE Supply Dock Site #VA06A (30 cu yd Refuse / Single Stream Recycling Open-Top Container), Estimated minimum frequency pickup per year:	104.00	EA	_____	_____

	104 each. Contract Period: Base POP Begin: 01-01-2018 POP End: 12-31-2018				
<b>0009</b>	I. VA06B - Bldg. 100 Tunnel NE Supply Dock Site #VA06B (30 cu yd Scrap Metal Single Stream Recycling Open-Top Container), Estimated minimum frequency pickups per year: 12 each. Contract Period: Base POP Begin: 01-01-2018 POP End: 12-31-2018	12.00	EA	_____	_____
<b>0010</b>	OPTIONAL TEMPORARY CONTAINER REQUEST- Estimated minimum requests per year per applicable container: 2 each. A. #VA OPTION-01 - 20 cu yd Open- Top Container. Contract Period: Base POP Begin: 01-01-2018 POP End: 12-31-2018	2.00	EA	_____	_____
<b>0011</b>	OPTIONAL TEMPORARY CONTAINER REQUEST- Estimated minimum requests per year per applicable container: 2 each. B. #VA OPTION-02 - 30 cu yd Open- Top Container; Contract Period: Base POP Begin: 01-01-2018 POP End: 12-31-2018	2.00	EA	_____	_____
<b>0012</b>	#VA07-UNBLOCK - Contractor shall provide service to Unblock and/or Clear Trash Debris Blockage from Bldg. 100, Trash Chutes (Site ID #VA02 & #VA03) within 24-hours of Request Notification at a set fee per chute: Estimated number of service calls per year - Total 6 each. Contract Period: Base POP Begin: 01-01-2018 POP End: 12-31-2018	6.00	EA	_____	_____
<b>0013</b>	#VA08-RECYCLING - Contractor shall provide and install new One compartment recycling receptacles	145.00	EA	_____	_____

	throughout the facility per SOW: The Estimated quantity required is 145 each. Contract Period: Base POP Begin: 01-01-2018 POP End: 12-31-2018				
<b>0014</b>	RENTAL FEE FOR CONTAINER VA02 BLDG 100 Tunnel SW Dock Site #VA02 (42 Cubic Yard stationary compactors) Contract Period: Base POP Begin: 01-01-2018 POP End: 12-31-2018	12.00	MO	_____	_____
<b>0015</b>	RENTAL FEE FOR CONTAINER VA03 BLDG 100 Tunnel NE Dock Site #VA03 (42 Cubic Yard stationary compactors). Contract Period: Base POP Begin: 01-01-2018 POP End: 12-31-2018	12.00	MO	_____	_____
<b>0016</b>	RENTAL FEE FOR CONTAINER VA05 BLDG 109, SW Dock Site #VA05 (34 Cubic Yard stationary compactors) Contract Period: Base POP Begin: 01-01-2018 POP End: 12-31-2018	12.00	MO	_____	_____
<b>0017</b>	Unscheduled Pick Up Contract Period: Base POP Begin: 01-01-2018 POP End: 12-31-2018	1.00	EA	_____	_____
<b>0018</b>	Receptacle One (1) Compartment Contract Period: Option 4 POP Begin: 01-01-2022 POP End: 12-31-2022	1.00	EA	_____	_____
<b>0019</b>	Receptacle two (2) Compartment Contract Period: Base POP Begin: 01-01-2018 POP End: 12-31-2018	1.00	EA	_____	_____
<b>0020</b>	Receptacle Three (3) Compartment Contract Period: Base POP Begin: 01-01-2018 POP End: 12-31-2018	1.00	EA	_____	_____
<b>0021</b>	Receptacle Four (4) Compartment Contract Period: Base	1.00	EA	_____	_____

	POP Begin: 01-01-2018 POP End: 12-31-2018				
<b>0022</b>	Universal Waste: Batteries All types: alkaline, lithium, lead-acid, etc Contract Period: Base POP Begin: 01-01-2018 POP End: 12-31-2018	5000.00	LB	_____	_____
<b>0023</b>	Universal Waste: fluorescent lamps/ballasts Contract Period: Base POP Begin: 01-01-2018 POP End: 12-31-2018	5000.00	LB	_____	_____
<b>0024</b>	Construction and Demolition Debris (consisting of paper, corrugated cardboard, glass, plastic, concrete, roofing materials and metals). Contract Period: Base POP Begin: 01-01-2018 POP End: 12-31-2018	40.00	TONS	_____	_____
<b>0025</b>	Unscheduled Pickups, Trash Receptacles: One (1) Compartment Two (2) Compartment Three (3) Compartment Four (4) Compartment Not to Exceed (NTE) \$5000.00 Contractor shall submit quote to COR for approval prior to purchasing or performing services. Contract Period: Base POP Begin: 01-01-2018 POP End: 12-31-2018	1.00	LT	_____	_____
<b>0026</b>	1.5 The contractor shall provide all labor, personnel and equipment to include communicating and coordinating with the COR to remove and pickup collected recyclable waste from receptacles located inside or outside facility buildings Monday, Wednesday and Friday, between 8am – 4pm to ensure efficient collection and management recyclable materials into a single stream container/dumpster provided by the Contractor.	3.00	DY	_____	_____

0027	<p>Excluding Weekends and 4.4 Federal Holidays of the SOW</p> <p>Contract Period: Base          POP Begin: 01-01-2018          POP End: 12-31-2018</p> <p>Total For Base Year _____</p> <p>Contract Period: Base          POP Begin: 01-01-2018          POP End: 12-31-2018</p>				
1001	<p>The Contractor shall furnish all labor, material, new equipment, repairs/maintenance, supplies, transportation, management and supervision necessary to perform all Municipal Solid Waste (MSW) Refuse Storage, Collection, Disposal and Recycling Services in accordance with Federal RCRA EPA and State TCEQ Solid Waste regulations at the following locations at a fixed rate fee, as identified in the Contract SOW for the Michael E. DeBakey VA Medical Center, 2002 Holcombe Blvd., Houston, TX 77030.</p> <p>Contract Period: Option 1          POP Begin: 01-01-2019          POP End: 12-31-2019          - VA01</p> <p>The Contractor shall provide "New" MSW Rental Equipment at all site locations identified in SOW Pick-up Frequency Section 5.1.1.2 thru 5.1.1.9 (5.1.1.1, VA01 is VA-owned) Pickup Frequency Schedule within 90-days of contract award date. The estimated pickup haul fee for each site, option containers, and/or service is as follows:          A. VA01 - Bldg. 100 Tunnel West Dock Site #VA01 (VA-owned 40 cu yd stationary compactors), Estimated minimum pickups per year:</p>	156.00	EA	_____	_____

	156 each.				
<b>1002</b>	B. VA01A - Bldg. 100 Tunnel West Dock Site #VA01A (30 cu yd Open-Top), Estimated minimum pickups per year: 208 each. Contract Period: Option 1 POP Begin: 01-01-2019 POP End: 12-31-2019	208.00	EA	_____	_____
<b>1003</b>	C. VA02 - Bldg. 100 Tunnel SW Dock Site #VA02 (42 cu yd stationary compactors), Estimated minimum pick-ups per year: 52 each. Contract Period: Option 1 POP Begin: 01-01-2019 POP End: 12-31-2019	52.00	EA	_____	_____
<b>1004</b>	D. VA03 - Bldg. 100 Tunnel NE Dock Site #VA03 (42 cu yd stationary compactors), Estimated minimum pickups per year: 52 each. Contract Period: Option 1 POP Begin: 01-01-2019 POP End: 12-31-2019	52.00	EA	_____	_____
<b>1005</b>	E. VA04 - Bldg. 104, Near Old Incinerator Site #VA04 (30 yd cu Open-Top Trash Container), Estimated frequency of pickups per year: 52 each. Contract Period: Option 1 POP Begin: 01-01-2019 POP End: 12-31-2019	52.00	EA	_____	_____
<b>1006</b>	F. VA05 - Bldg. 109, SW Dock Site #VA05 (34 cu yd stationary compactors), Estimated frequency of pickups per year: 52 each. Contract Period: Option 1 POP Begin: 01-01-2019 POP End: 12-31-2019	52.00	EA	_____	_____
<b>1007</b>	G. VA06 - Bldg. 100, NE Supply Dock Site #VA06 (30 yd cu Refuse / Recycling Open-Top Trash Container), Estimated frequency of pickups per year: 104 each. Contract Period: Option 1 POP Begin: 01-01-2019 POP End: 12-31-2019	104.00	EA	_____	_____

1008	<p>H. VA06A - Bldg. 100 Tunnel NE Supply Dock Site #VA06A (30 cu yd Refuse / Single Stream Recycling Open-Top Container), Estimated minimum frequency pickup per year: 104 each. Contract Period: Option 1 POP Begin: 01-01-2019 POP End: 12-31-2019</p>	104.00	EA	_____	_____
1009	<p>I. VA06B - Bldg. 100 Tunnel NE Supply Dock Site #VA06B (30 cu yd Scrap Metal Single Stream Recycling Open-Top Container), Estimated minimum frequency pickups per year: 12 each. Contract Period: Option 1 POP Begin: 01-01-2019 POP End: 12-31-2019</p>	12.00	EA	_____	_____
1010	<p>OPTIONAL TEMPORARY CONTAINER REQUEST- Estimated minimum requests per year per applicable container: 2 each. A. #VA OPTION-01 - 20 cu yd Open- Top Container. Contract Period: Option 1 POP Begin: 01-01-2019 POP End: 12-31-2019</p>	2.00	EA	_____	_____
1011	<p>OPTIONAL TEMPORARY CONTAINER REQUEST- Estimated minimum requests per year per applicable container: 2 each. B. #VA OPTION-02 - 30 cu yd Open- Top Container; Contract Period: Option 1 POP Begin: 01-01-2019 POP End: 12-31-2019</p>	2.00	EA	_____	_____
1012	<p>#VA07-UNBLOCK - Contractor shall provide service to Unblock and/or Clear Trash Debris Blockage from Bldg. 100, Trash Chutes (Site ID #VA02 &amp; #VA03) within 24-hours of Request Notification at a set fee per chute: Estimated number of service calls per year - Total 6 each.</p>	6.00	EA	_____	_____

	Contract Period: Option 1 POP Begin: 01-01-2019 POP End: 12-31-2019				
<b>1013</b>	#VA08-RECYCLING - Contractor shall provide and install new One compartment recycling receptacles throughout the facility per SOW: The Estimated quantity required is 145 each. Contract Period: Option 1 POP Begin: 01-01-2019 POP End: 12-31-2019	145.00	EA		
<b>1014</b>	RENTAL FEE FOR CONTAINER VA02 BLDG 100 Tunnel SW Dock Site #VA02 (42 Cubic Yard stationary compactors) Contract Period: Option 1 POP Begin: 01-01-2019 POP End: 12-31-2019	12.00	MO		
<b>1015</b>	RENTAL FEE FOR CONTAINER VA03 BLDG 100 Tunnel NE Dock Site #VA03 (42 Cubic Yard stationary compactors). Contract Period: Option 1 POP Begin: 01-01-2019 POP End: 12-31-2019	12.00	MO		
<b>1016</b>	RENTAL FEE FOR CONTAINER VA05 BLDG 109, SW Dock Site #VA05 (34 Cubic Yard stationary compactors) Contract Period: Option 1 POP Begin: 01-01-2019 POP End: 12-31-2019	12.00	MO		
<b>1017</b>	Unscheduled Pick Up Contract Period: Option 1 POP Begin: 01-01-2019 POP End: 12-31-2019	1.00	EA		
<b>1018</b>	Receptacle One (1) Compartment Contract Period: Option 4 POP Begin: 01-01-2022 POP End: 12-31-2022	1.00	EA		
<b>1019</b>	Receptacle two (2) Compartment Contract Period: Option 1 POP Begin: 01-01-2019 POP End: 12-31-2019	1.00	EA		

<b>1020</b>	Receptacle three (3) Compartment Contract Period: Option 1 POP Begin: 01-01-2019 POP End: 12-31-2019	1.00	EA	_____	_____
<b>1021</b>	Receptacle four (4) Compartment Contract Period: Option 1 POP Begin: 01-01-2019 POP End: 12-31-2019	1.00	EA	_____	_____
<b>1022</b>	Universal Waste: Batteries All types: alkaline, lithium, lead-acid, etc Contract Period: Option 1 POP Begin: 01-01-2019 POP End: 12-31-2019	5000.00	LB	_____	_____
<b>1023</b>	Universal Waste: fluorescent lamps/ballasts  Contract Period: Option 1 POP Begin: 01-01-2019 POP End: 12-31-2019	5000.00	LB	_____	_____
<b>1024</b>	Construction and Demolition Debris (consisting of paper, corrugated cardboard, glass, plastic, concrete, roofing materials and metals). Contract Period: Option 1 POP Begin: 01-01-2019 POP End: 12-31-2019	40.00	TONS	_____	_____
<b>1025</b>	Unscheduled Pickups, Trash Receptacles: One (1) Compartment Two (2) Compartment Three (3) Compartment Four (4) Compartment Not to Exceed (NTE) \$5000.00 Contractor shall submit quote to COR for approval prior to purchasing or performing services. Contract Period: Option 1 POP Begin: 01-01-2019 POP End: 12-31-2019	1.00	LT	_____	_____
<b>1026</b>	1.5 The contractor shall provide all labor, personnel and equipment to include communicating and coordinating with the COR to remove and pickup collected recyclable waste from receptacles located inside or	3.00	DY	_____	_____

	<p>outside facility buildings Monday, Wednesday and Friday, between 8am – 4pm to ensure efficient collection and management recyclable materials into a single stream container/dumpster provided by the Contractor. Excluding Weekends and 4.4 Federal Holidays of the SOW</p> <p>Contract Period: Option 1 POP Begin: 01-01-2019 POP End: 12-31-2019</p>			
<b>1027</b>	<p>Total For Option Year 1 Contract Period: Option 1 POP Begin: 01-01-2019 POP End: 12-31-2019</p>			
<b>2001</b>	<p>The Contractor shall furnish all labor, material, new equipment, repairs/maintenance, supplies, transportation, management and supervision necessary to perform all Municipal Solid Waste (MSW) Refuse Storage, Collection, Disposal and Recycling Services in accordance with Federal RCRA EPA and State TCEQ Solid Waste regulations at the following locations at a fixed rate fee, as identified in the Contract SOW for the Michael E. DeBakey VA Medical Center, 2002 Holcombe Blvd., Houston, TX 77030. Contract Period: Option 2 POP Begin: 01-31-2020 POP End: 12-31-2020 - VA01 The Contractor shall provide "New" MSW Rental Equipment at all site locations identified in SOW Pick-up Frequency Section 5.1.1.2 thru 5.1.1.9 (5.1.1.1, VA01 is VA-owned) Pickup Frequency Schedule within 90-days of contract award date. The estimated pickup haul fee for each site, option containers,</p>	156.00 EA		

	and/or service is as follows: A. VA01 - Bldg. 100 Tunnel West Dock Site #VA01 (VA-owned 40 cu yd Stationary compactors), Estimated minimum pickups per year: 156 each.				
<b>2002</b>	B. VA01A - Bldg. 100 Tunnel West Dock Site #VA01A (30 cu yd Open-Top), Estimated minimum pickups per year: 208 each. Contract Period: Option 2 POP Begin: 01-31-2020 POP End: 12-31-2020	208.00	EA	_____	_____
<b>2003</b>	C. VA02 - Bldg. 100 Tunnel SW Dock Site #VA02 (42 cu yd Stationary compactors), Estimated minimum pick-ups per year: 52 each. Contract Period: Option 2 POP Begin: 01-31-2020 POP End: 12-31-2020	52.00	EA	_____	_____
<b>2004</b>	D. VA03 - Bldg. 100 Tunnel NE Dock Site #VA03 (42 cu yd Stationary compactors), Estimated minimum pickups per year: 52 each. Contract Period: Option 2 POP Begin: 01-31-2020 POP End: 12-31-2020	52.00	EA	_____	_____
<b>2005</b>	E. VA04 - Bldg. 104, Near Old Incinerator Site #VA04 (30 yd cu Open-Top Trash Container), Estimated frequency of pickups per year: 52 each. Contract Period: Option 2 POP Begin: 01-31-2020 POP End: 12-31-2020	52.00	EA	_____	_____
<b>2006</b>	F. VA05 - Bldg. 109, SW Dock Site #VA05 (34 cu yd Stationary compactors), Estimated frequency of pickups per year: 52 each. Contract Period: Option 2 POP Begin: 01-31-2020 POP End: 12-31-2020	52.00	EA	_____	_____
<b>2007</b>	G. VA06 - Bldg. 100, NE Supply Dock Site #VA06 (30 yd cu Refuse / Recycling Open-Top Trash Container), Estimated frequency of	104.00	EA	_____	_____

	pickups per year: 104 each. Contract Period: Option 2 POP Begin: 01-31-2020 POP End: 12-31-2020				
<b>2008</b>	H. VA06A - Bldg. 100 Tunnel NE Supply Dock Site #VA06A (30 cu yd Refuse / Single Stream Recycling Open-Top Container), Estimated minimum frequency pickup per year: 104 each. Contract Period: Option 2 POP Begin: 01-31-2020 POP End: 12-31-2020	104.00	EA	_____	_____
<b>2009</b>	I. VA06B - Bldg. 100 Tunnel NE Supply Dock Site #VA06B (30 cu yd Scrap Metal Single Stream Recycling Open-Top Container), Estimated minimum frequency pickups per year: 12 each. Contract Period: Option 2 POP Begin: 01-31-2020 POP End: 12-31-2020	12.00	EA	_____	_____
<b>2010</b>	OPTIONAL TEMPORARY CONTAINER REQUEST- Estimated minimum requests per year per applicable container: 2 each. A. #VA OPTION-01 - 20 cu yd Open- Top Container. Contract Period: Option 2 POP Begin: 01-31-2020 POP End: 12-31-2020	2.00	EA	_____	_____
<b>2011</b>	OPTIONAL TEMPORARY CONTAINER REQUEST- Estimated minimum requests per year per applicable container: 2 each. B. #VA OPTION-02 - 30 cu yd Open- Top Container; Contract Period: Option 2 POP Begin: 01-31-2020 POP End: 12-31-2020	2.00	EA	_____	_____
<b>2012</b>	#VA07-UNBLOCK - Contractor shall provide service to Unblock and/or Clear Trash Debris Blockage from Bldg. 100, Trash Chutes (Site ID #VA02 & #VA03) within 24-hours of Request	6.00	EA	_____	_____

	Notification at a set fee per chute: Estimated number of service calls per year - Total 6 each. Contract Period: Option 2 POP Begin: 01-31-2020 POP End: 12-31-2020				
<b>2013</b>	#VA08-RECYCLING - Contractor shall provide and install new One compartment recycling receptacles throughout the facility per SOW: The Estimated quantity required is 145 each. Contract Period: Option 2 POP Begin: 01-31-2020 POP End: 12-31-2020	145.00	EA		
<b>2014</b>	RENTAL FEE FOR CONTAINER VA02 BLDG 100 Tunnel SW Dock Site #VA02 (42 Cubic Yard Stationary compactors) Contract Period: Option 2 POP Begin: 01-31-2020 POP End: 12-31-2020	12.00	MO		
<b>2015</b>	RENTAL FEE FOR CONTAINER VA03 BLDG 100 Tunnel NE Dock Site #VA03 (42 Cubic Yard Stationary compactors). Contract Period: Option 2 POP Begin: 01-31-2020 POP End: 12-31-2020	12.00	MO		
<b>2016</b>	RENTAL FEE FOR CONTAINER VA05 BLDG 109, SW Dock Site #VA05 (34 Cubic Yard Stationary compactors) Contract Period: Option 2 POP Begin: 01-31-2020 POP End: 12-31-2020	12.00	MO		
<b>2017</b>	Unscheduled Pick Up Contract Period: Option 2 POP Begin: 01-31-2020 POP End: 12-31-2020	1.00	EA		
<b>2018</b>	Receptacle One (1) Compartment Contract Period: Option 4 POP Begin: 01-01-2022 POP End: 12-31-2022	1.00	EA		
<b>2019</b>	Receptacle Two (2) Compartment Contract Period: Option 2	1.00	EA		

	POP Begin: 01-31-2020 POP End: 12-31-2020				
<b>2020</b>	Receptacle three (3) Compartment Contract Period: Option 2 POP Begin: 01-31-2020 POP End: 12-31-2020	1.00	EA	_____	_____
<b>2021</b>	Receptacle four (4) Compartment Contract Period: Option 2 POP Begin: 01-31-2020 POP End: 12-31-2020	1.00	EA	_____	_____
<b>2022</b>	Universal Waste: Batteries All types: alkaline, lithium, lead-acid, etc Contract Period: Option 2 POP Begin: 01-31-2020 POP End: 12-31-2020	5000.00	LB	_____	_____
<b>2023</b>	Universal Waste: fluorescent lamps/ballasts  Contract Period: Option 2 POP Begin: 01-31-2020 POP End: 12-31-2020	5000.00	LB	_____	_____
<b>2024</b>	Construction and Demolition Debris (consisting of paper, corrugated cardboard, glass, plastic, concrete, roofing materials and metals). Contract Period: Option 2 POP Begin: 01-31-2020 POP End: 12-31-2020	40.00	TONS	_____	_____
<b>2025</b>	Unscheduled Pickups, Trash Receptacles: One (1) Compartment Two (2) Compartment Three (3) Compartment Four (4) Compartment Not to Exceed (NTE) \$5000.00 Contractor shall submit quote to COR for approval prior to purchasing or performing service. Contract Period: Option 2 POP Begin: 01-31-2020 POP End: 12-31-2020	1.00	LT	_____	_____
<b>2026</b>	1.5 The contractor shall provide all labor, personnel and equipment to include communicating and coordinating with the COR to remove and pickup collected	3.00	DY	_____	_____

2027	<p>recyclable waste from receptacles located inside or outside facility buildings Monday, Wednesday and Friday, between 8am – 4pm to ensure efficient collection and management recyclable materials into a single stream container/dumpster provided by the Contractor.</p> <p>Excluding Weekends and 4.4 Federal Holidays of the SOW                  Contract Period: Option 2                  POP Begin: 01-31-2020                  POP End: 12-31-2020                  Total For Option Year 2                  Contract Period: Option 2                  POP Begin: 01-31-2020                  POP End: 12-31-2020</p>	156.00 EA	_____	_____
3001	<p>The Contractor shall furnish all labor, material, new equipment, repairs/maintenance, supplies, transportation, management and supervision necessary to perform all Municipal Solid Waste (MSW) Refuse Storage, Collection, Disposal and Recycling Services in accordance with Federal RCRA EPA and State TCEQ Solid Waste regulations at the following locations at a fixed rate fee, as identified in the Contract SOW for the Michael E. DeBakey VA Medical Center, 2002 Holcombe Blvd., Houston, TX 77030.                  Contract Period: Option 3                  POP Begin: 01-01-2021                  POP End: 12-31-2021</p> <p>The Contractor shall provide "New" MSW Rental Equipment at all site locations identified in SOW Pick-up Frequency Section 5.1.1.2 thru 5.1.1.9 (5.1.1.1, VA01 is VA-owned) Pickup Frequency Schedule within 90-days of</p>	156.00 EA	_____	_____

	contract award date. The estimated pickup haul fee for each site, option containers, and/or service is as follows: A. VA01 - Bldg. 100 Tunnel West Dock Site #VA01 (VA-owned 40 cu yd Stationary compactors), Estimated minimum pickups per year: 156 each.				
<b>3002</b>	B. VA01A - Bldg. 100 Tunnel West Dock Site #VA01A (30 cu yd Open-Top), Estimated minimum pickups per year: 208 each. Contract Period: Option 3 POP Begin: 01-01-2021 POP End: 12-31-2021	208.00	EA	_____	_____
<b>3003</b>	C. VA02 - Bldg. 100 Tunnel SW Dock Site #VA02 (42 cu yd Stationary compactors), Estimated minimum pick-ups per year: 52 each. Contract Period: Option 3 POP Begin: 01-01-2021 POP End: 12-31-2021	52.00	EA	_____	_____
<b>3004</b>	D. VA03 - Bldg. 100 Tunnel NE Dock Site #VA03 (42 cu yd Stationary compactors), Estimated minimum pickups per year: 52 each. Contract Period: Option 3 POP Begin: 01-01-2021 POP End: 12-31-2021	52.00	EA	_____	_____
<b>3005</b>	E. VA04 - Bldg. 104, Near Old Incinerator Site #VA04 (30 yd cu Open-Top Trash Container), Estimated frequency of pickups per year: 52 each. Contract Period: Option 3 POP Begin: 01-01-2021 POP End: 12-31-2021	52.00	EA	_____	_____
<b>3006</b>	F. VA05 - Bldg. 109, SW Dock Site #VA05 (34 cu yd Stationary compactors) Estimated frequency of pickups per year: 52 each. Contract Period: Option 3 POP Begin: 01-01-2021 POP End: 12-31-2021	52.00	EA	_____	_____
<b>3007</b>	G. VA06 - Bldg. 100, NE Supply Dock Site #VA06 (30	104.00	EA	_____	_____

3008	<p>yd cu Refuse / Recycling Open-Top Trash Container), Estimated frequency of pickups per year: 104 each.  Contract Period: Option 3  POP Begin: 01-01-2021  POP End: 12-31-2021</p> <p>H. VA06A - Bldg. 100 Tunnel NE Supply Dock Site #VA06A (30 cu yd Refuse / Single Stream Recycling Open-Top Container), Estimated minimum frequency pickup per year: 104 each.  Contract Period: Option 3  POP Begin: 01-01-2021  POP End: 12-31-2021</p>	104.00	EA	_____	_____
3009	<p>I. VA06B - Bldg. 100 Tunnel NE Supply Dock Site #VA06B (30 cu yd Scrap Metal Single Stream Recycling Open-Top Container), Estimated minimum frequency pickups per year: 12 each.  Contract Period: Option 3  POP Begin: 01-01-2021  POP End: 12-31-2021</p>	12.00	EA	_____	_____
3010	<p>OPTIONAL TEMPORARY CONTAINER REQUEST- Estimated minimum requests per year per applicable container: 2 each. A. #VA OPTION-01 - 20 cu yd Open-Top Container.  Contract Period: Option 3  POP Begin: 01-01-2021  POP End: 12-31-2021</p>	2.00	EA	_____	_____
3011	<p>OPTIONAL TEMPORARY CONTAINER REQUEST- Estimated minimum requests per year per applicable container: 2 each. B. #VA OPTION-02 - 30 cu yd Open-Top Container;  Contract Period: Option 3  POP Begin: 01-01-2021  POP End: 12-31-2021</p>	2.00	EA	_____	_____
3012	<p>#VA07-UNBLOCK - Contractor shall provide service to Unblock and/or Clear Trash Debris Blockage</p>	6.00	EA	_____	_____

	<p>from Bldg. 100, Trash Chutes (Site ID #VA02 &amp; #VA03) within 24-hours of Request Notification at a set fee per chute: Estimated number of service calls per year - Total 6 each. Contract Period: Option 3 POP Begin: 01-01-2021 POP End: 12-31-2021</p>				
<b>3013</b>	<p>#VA08-RECYCLING - Contractor shall provide and install new One compartment recycling receptacles throughout the facility per SOW: The Estimated quantity required is 145 each. Contract Period: Option 3 POP Begin: 01-01-2021 POP End: 12-31-2021</p>	145.00	EA		
<b>3014</b>	<p>RENTAL FEE FOR CONTAINER VA02 BLDG 100 Tunnel SW Dock Site #VA02 (42 Cubic Yard Stationary compactors) Contract Period: Option 3 POP Begin: 01-01-2021 POP End: 12-31-2021</p>	12.00	MO		
<b>3015</b>	<p>RENTAL FEE FOR CONTAINER VA03 BLDG 100 Tunnel NE Dock Site #VA03 (42 Cubic Yard Stationary compactors), Contract Period: Option 3 POP Begin: 01-01-2021 POP End: 12-31-2021</p>	12.00	MO		
<b>3016</b>	<p>RENTAL FEE FOR CONTAINER VA05 BLDG 109, SW Dock Site #VA05 (34 Cubic Yard Stationary compactors), Contract Period: Option 3 POP Begin: 01-01-2021 POP End: 12-31-2021</p>	12.00	MO		
<b>3017</b>	<p>Unscheduled Pick Up Contract Period: Option 3 POP Begin: 01-01-2021 POP End: 12-31-2021</p>	1.00	EA		
<b>3018</b>	<p>Receptacle One (1) Compartment Contract Period: Option 4 POP Begin: 01-01-2022 POP End: 12-31-2022</p>	1.00	EA		

<b>3019</b>	Receptacle Two (2) Compartment Contract Period: Option 3 POP Begin: 01-01-2021 POP End: 12-31-2021	1.00	EA	_____	_____
<b>3020</b>	Receptacle Three (3) Compartment Contract Period: Option 3 POP Begin: 01-01-2021 POP End: 12-31-2021	1.00	EA	_____	_____
<b>3021</b>	Receptacle Four (4) Compartment Contract Period: Option 3 POP Begin: 01-01-2021 POP End: 12-31-2021	1.00	EA	_____	_____
<b>3022</b>	Universal Waste: Batteries All types: alkaline, lithium, lead-acid, etc Contract Period: Option 3 POP Begin: 01-01-2021 POP End: 12-31-2021	5000.00	LB	_____	_____
<b>3023</b>	Universal Waste: fluorescent lamps/ballasts  Contract Period: Option 3 POP Begin: 01-01-2021 POP End: 12-31-2021	5000.00	LB	_____	_____
<b>3024</b>	Construction and Demolition Debris (consisting of paper, corrugated cardboard, glass, plastic, concrete, roofing materials and metals). Contract Period: Option 3 POP Begin: 01-01-2021 POP End: 12-31-2021	40.00	TONS	_____	_____
<b>3025</b>	Unscheduled Pickups, Trash Receptacles: Two (2) Compartment Three (3) Compartment Four (4) Compartment Not to Exceed (NTE) \$5000.00 Contractor shall submit quote to COR for approval prior to purchasing or performing service. Contract Period: Option 3 POP Begin: 01-01-2021 POP End: 12-31-2021	1.00	LT	_____	_____
<b>3026</b>	<b>1.5</b> The contractor shall provide all labor, personnel and equipment to include communicating and	3.00	DY	_____	_____

coordinating with the COR to remove and pickup collected recyclable waste from receptacles located inside or outside facility buildings Monday, Wednesday and Friday, between 8am – 4pm to ensure efficient collection and management recyclable materials into a single stream container/dumpster provided by the Contractor.

Excluding Weekends and 4.4 Federal Holidays of the SOW  
 Contract Period: Option 3  
 POP Begin: 01-01-2021  
 POP End: 12-31-2021

<b>3027</b>	Total For Option Year 3 Contract Period: Option 3 POP Begin: 01-01-2021 POP End: 12-31-2021	1.00	YR	_____	_____
<b>4001</b>	The Contractor shall furnish all labor, material, new equipment, repairs/maintenance, supplies, transportation, management and supervision necessary to perform all Municipal Solid Waste (MSW) Refuse Storage, Collection, Disposal and Recycling Services in accordance with Federal RCRA EPA and State TCEQ Solid Waste regulations at the following locations at a fixed rate fee, as identified in the Contract SOW for the Michael E. DeBakey VA Medical Center, 2002 Holcombe Blvd., Houston, TX 77030. Contract Period: Option 4 POP Begin: 01-01-2022 POP End: 12-31-2022	156.00	EA	_____	_____
	The Contractor shall provide "New" MSW Rental Equipment at all site locations identified in SOW Pick-up Frequency Section 5.1.1.2 thru 5.1.1.9 (5.1.1.1, VA01 is				

	VA-owned) Pickup Frequency Schedule within 90-days of contract award date. The estimated pickup haul fee for each site, option containers, and/or service is as follows: A. VA01 - Bldg. 100 Tunnel West Dock Site #VA01 (VA-owned 40 cu yd Stationary compactors), Estimated minimum pickups per year: 156 each.				
4002	B. VA01A - Bldg. 100 Tunnel West Dock Site #VA01A (30 cu yd Open-Top), Estimated minimum pickups per year: 208 each. Contract Period: Option 4 POP Begin: 01-01-2022 POP End: 12-31-2022	208.00	EA	_____	_____
4003	C. VA02 - Bldg. 100 Tunnel SW Dock Site #VA02 (42 cu yd Stationary compactors), Estimated minimum pick-ups per year: 52 each. Contract Period: Option 4 POP Begin: 01-01-2022 POP End: 12-31-2022	52.00	EA	_____	_____
4004	D. VA03 - Bldg. 100 Tunnel NE Dock Site #VA03 (42 cu yd Stationary compactors), Estimated minimum pickups per year: 52 each. Contract Period: Option 4 POP Begin: 01-01-2022 POP End: 12-31-2022	52.00	EA	_____	_____
4005	E. VA04 - Bldg. 104, Near Old Incinerator Site #VA04 (30 yd cu Open-Top Trash Container), Estimated frequency of pickups per year: 52 each. Contract Period: Option 4 POP Begin: 01-01-2022 POP End: 12-31-2022	52.00	EA	_____	_____
4006	F. VA05 - Bldg. 109, SW Dock Site #VA05 (34 cu yd Stationary compactors), Estimated frequency of pickups per year: 52 each. Contract Period: Option 4 POP Begin: 01-01-2022 POP End: 12-31-2022	52.00	EA	_____	_____

4007	G. VA06 - Bldg. 100, NE Supply Dock Site #VA06 (30 yd cu Refuse / Recycling Open-Top Trash Container), Estimated frequency of pickups per year: 104 each. Contract Period: Option 4 POP Begin: 01-01-2022 POP End: 12-31-2022	104.00	EA	_____	_____
4008	H. VA06A - Bldg. 100 Tunnel NE Supply Dock Site #VA06A (30 cu yd Refuse / Single Stream Recycling Open-Top Container), Estimated minimum frequency pickup per year: 104 each. Contract Period: Option 4 POP Begin: 01-01-2022 POP End: 12-31-2022	104.00	EA	_____	_____
4009	I. VA06B - Bldg. 100 Tunnel NE Supply Dock Site #VA06B (30 cu yd Scrap Metal Single Stream Recycling Open-Top Container), Estimated minimum frequency pickups per year: 12 each. Contract Period: Option 4 POP Begin: 01-01-2022 POP End: 12-31-2022	12.00	EA	_____	_____
4010	OPTIONAL TEMPORARY CONTAINER REQUEST- Estimated minimum requests per year per applicable container: 2 each. A. #VA OPTION-01 - 20 cu yd Open-Top Container. Contract Period: Option 4 POP Begin: 01-01-2022 POP End: 12-31-2022	2.00	EA	_____	_____
4011	OPTIONAL TEMPORARY CONTAINER REQUEST- Estimated minimum requests per year per applicable container: 2 each. B. #VA OPTION-02 - 30 cu yd Open-Top Container; Contract Period: Option 4 POP Begin: 01-01-2022 POP End: 12-31-2022	2.00	EA	_____	_____
4012	#VA07-UNBLOCK - Contractor shall provide	6.00	EA	_____	_____

	<p>service to Unblock and/or Clear Trash Debris Blockage from Bldg. 100, Trash Chutes (Site ID #VA02 &amp; #VA03) within 24-hours of Request Notification at a set fee per chute: Estimated number of service calls per year - Total 6 each.</p> <p>Contract Period: Option 4 POP Begin: 01-01-2022 POP End: 12-31-2022</p>				
<b>4013</b>	<p>#VA08-RECYCLING - Contractor shall provide and install new recycling receptacles throughout the facility per SOW: The Estimated quantity required is 145 each.</p> <p>Contract Period: Option 4 POP Begin: 01-01-2022 POP End: 12-31-2022</p>	145.00	EA		
<b>4014</b>	<p>RENTAL FEE FOR CONTAINER VA02 BLDG 100 Tunnel SW Dock Site #VA02 (42 Cubic Yard Stationary compactors)</p> <p>Contract Period: Option 4 POP Begin: 01-01-2022 POP End: 12-31-2022</p>	12.00	MO		
<b>4015</b>	<p>RENTAL FEE FOR CONTAINER VA03 BLDG 100 Tunnel NE Dock Site #VA03 (42 Cubic Yard Stationary compactors).</p> <p>Contract Period: Option 4 POP Begin: 01-01-2022 POP End: 12-31-2022</p>	12.00	MO		
<b>4016</b>	<p>RENTAL FEE FOR CONTAINER VA05 BLDG 109, SW Dock Site #VA05 (34 Cubic Yard Stationary compactors)</p> <p>Contract Period: Option 4 POP Begin: 01-01-2022 POP End: 12-31-2022</p>	12.00	MO		
<b>4017</b>	<p>Unscheduled Pick Up</p> <p>Contract Period: Option 4 POP Begin: 01-01-2022 POP End: 12-31-2022</p>	1.00	EA		
<b>4018</b>	<p>Receptacle One (1) Compartment</p> <p>Contract Period: Option 4</p>	1.00	EA		

4019	POP Begin: 01-01-2022 POP End: 12-31-2022 Receptacle Two (2) Compartment Contract Period: Option 4 POP Begin: 01-01-2022 POP End: 12-31-2022	1.00	EA	_____	_____
4020	Receptacle Three (3) Compartment Contract Period: Option 4 POP Begin: 01-01-2022 POP End: 12-31-2022	1.00	EA	_____	_____
4021	Receptacle Four (4) Compartment Contract Period: Option 4 POP Begin: 01-01-2022 POP End: 12-31-2022	1.00	EA	_____	_____
4022	Universal Waste: Batteries All types: alkaline, lithium, lead-acid, etc Contract Period: Option 4 POP Begin: 01-01-2022 POP End: 12-31-2022	5000.00	LB	_____	_____
4023	Universal Waste: fluorescent lamps/ballasts  Contract Period: Option 4 POP Begin: 01-01-2022 POP End: 12-31-2022	5000.00	LB	_____	_____
4024	Construction and Demolition Debris (consisting of paper, corrugated cardboard, glass, plastic, concrete, roofing materials and metals). Contract Period: Option 4 POP Begin: 01-01-2022 POP End: 12-31-2022	40.00	TONS	_____	_____
4025	Unscheduled Pickups, Trash Receptacles: One (1) Compartment Two (2) Compartment Three (3) Compartment Four (4) Compartment Not to Exceed (NTE) \$5000.00 Contractor shall submit quote to COR for approval prior to purchasing or performing services. Contract Period: Option 4 POP Begin: 01-01-2022 POP End: 12-31-2022	1.00	LT	_____	_____

4026	<p><b>1.5</b> The contractor shall provide all labor, personnel and equipment to include communicating and coordinating with the COR to remove and pickup collected recyclable waste from receptacles located inside or outside facility buildings Monday, Wednesday and Friday, between 8am – 4pm to ensure efficient collection and management recyclable materials into a single stream container/dumpster provided by the Contractor.</p> <p>Excluding Weekends and 4.4 Federal Holidays of the SOW                  Contract Period: Option 4                  POP Begin: 01-01-2022                  POP End: 12-31-2022</p>	3.00	DY		
4027	<p>Total For Option Year 4                  Contract Period: Option 4                  POP Begin: 01-01-2022                  POP End: 12-31-2022</p>				
				<b>GRAND TOTAL</b>	

i. Prior to exercising any option shall the Contracting Officer will ensure that it is still in the governments best interest, with price and other factors considered.

ii. Any extension, in accordance with FAR 52.217-8, shall utilize option 4 pricing.

Thus, the offeror’s total price for the purpose of evaluation will include the base period, 1st option, 2nd option, 3rd option, 4th option, and ½ of the 4th option. As indicated in FAR 52.217-8 the government will have the option provision to extend the performance of the contract up to an additional 6 months when the contractor is provided written notice. Thus, providing separate pricing for the optional six-month extension period is not required.

**B.3 STATEMENT OF WORK**

**STATEMENT OF WORK (SOW)**

**MICHAEL E. DEBAKEY VA MEDICAL CENTER**

## **MUNICIPAL SOLID WASTE REFUSE STORAGE, COLLECTION, DISPOSAL AND RECYCLING SERVICES**

**1. STATEMENT OF WORK/DESCRIPTION.** The Contractor shall furnish all labor, license, certification, personnel, material, new equipment, receptacles, repairs/maintenance, supplies, transportation, management, supervision and State approved/registered off-site landfill or recycling processing facility necessary to perform all Municipal Solid Waste Refuse Storage, Collection, Disposal and Recycling Services.

All Services shall be in accordance with all Federal Resource Conservation and Recovery Act (RCRA), Environmental Protection Agency (EPA) and State of Texas Commission on Environmental Quality (TCEQ) Solid Waste regulations for the Michael E. DeBakey Veteran Affairs Medical Center (MEDVAMC), 2002 Holcombe Blvd, Houston, TX 77030.

As the MEDVAMC continuous to grow and expand, a bilateral modification will be executed by the Contracting Officer. The expansion includes the MEDVAMC and surrounding community outpatient clinic.

**1.1** The Contractor shall provide all “Brand New” (Brand New, not used or refurbished) Rental Equipment at all site locations identified in Section 5.1.1.2 thru 5.1.1.9 of this SOW within 90 days of contract award date.

**1.2** The Contractor shall immediately report any adverse actions or problems that directly or indirectly impact the facility primary mission to provide the best healthcare possible to our veteran patients. This contract excludes wastes services involving medical or hazardous waste generated at the identified VA Medical Center.

**1.3** The Contractor shall provide and install new recycling receptacles throughout the facility to support a Revenue Generating Single Stream-Recycling Collection and Disposal process, as part of this Municipal Solid Waste Contract. Receptacles purchased for this contract shall become the property of the MEDVAMC at the expiration of the contract. Contractor shall provide receptacles ranging from 1, 2, 3, or 4-compartment.

**See B.2 Price Cost/Schedule for required 1 new receptacle compartment.**

The government estimated quantity (Est. 145 ea.) required may vary per building (B100, B102, B103, B104, B105, B108, B109, B110, B120, B121, B122, B123 & three Fisher Houses) as a minimum, receptacles shall be placed at or near each canteen vending unit, canteen dining area, employee break/lunch rooms, patient waiting/lobby area, patient/visitor break rooms located near each nursing unit, outside areas with a covered roof or similar covering; and other areas identified by the Contracting Officer representative (COR).

**1.4** Contractor **shall submit with technical proposal** the State approved/registered off-site landfill or recycling processing facility to be utilized.

The Contractor shall provide safe, storage, segregation and transport of all solid waste/recyclable materials to a State approved/registered off-site landfill or recycling processing facility; as a minimum, the primary recycling single-stream container shall be coordinated for weekly pickup with the COR and transported to the processing facility.

**1.5** The contractor shall provide all labor, personnel and equipment to include communicating and coordinating with the COR to remove and pickup collected recyclable waste from

receptacles located inside or outside facility buildings as needed ranging from once, twice or three times a week to ensure efficient collection and management recyclable materials into a single stream container/dumpster provided by the Contractor. Options to increase/decrease the removal and pickup frequency of all solid/recyclable waste containers/dumpsters shall be at request or discretion of the COR, as part of the firm fixed price contract. Any changes to the contract will be executed with a bilateral modification by the Contracting Officer and Contractor.

**2. GEMS PROGRAM CONTRACT OBJECTIVES.** To establish a contract to divert materials currently going to the landfill by seeking opportunities for maximizing recycling material sales. The Michael E. DeBakey VA Medical Center wishes to collaborate closely with the selected contractor on this initiative to meet goals and improved resource efficiency. It is intended that the service provider shall perform the work in compliance with all applicable federal, state, and local environmental regulations, as well as ISO 14001 EMS (<http://www.epa.gov/>).

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

**2.1.1** Contractor shall, as a minimum ensure the collection of the following VHA Recyclable Benchmark materials: Wood Pallets; Cardboard (loose and baled); Office Mixed Paper (paper, books/magazines; Batteries (All types: alkaline, lithium, lead-acid, etc.); Scrap Metals (ferrous and non-ferrous); Precious Metals (platinum tips, etc.); Fluorescent Lamps/Ballasts; Plastics (All types: bottles, wrapping, bags, polyethylene drums, etc.); Glass (clear or colored bottles); Used Tires; OR Blue wrap; Construction and Demolition Debris (consisting of paper, corrugated cardboard, glass, plastic, concrete, roofing materials and metals).

**NOTE 1:** MEDVAMC generates approximately 5000 lb. of batteries per year (2016 data). About 3000 lb. of that is alkaline batteries. We turn in about 5000 lithium batteries every other month and also turn in NiMh, sealed lead acid and lead acid batteries.

**NOTE 2:** MEDVAMC generates approximately 5000 lb. of lamps and ballasts per year. The majority of lamps are T8 48" with others being 36", 17", 25", 72" and 96".

**NOTE 3:** MEDVAMC generated approximately 40 tons of construction and demolition waste in 2016.

**2.2 Target 2:** The Contractor shall provide the Contracting Officer Representative (COR) an electronic invoice and detailed solid waste (weight in pounds) report that clearly outline each charge for services provided to this facility monthly, unless otherwise instructed.

**2.3 Recycling Sales Receipts or Checks.** The Contractor shall provide the COR and VA Finance Payment Center an electronic (a clear and understandable copy) sales receipt for

recyclable materials, no later than the 30-days following the sales month. The sales receipt shall contain, as a minimum the name of the recycled materials sold, weight (in pounds), cost to recycle, and/or revenue received from the sale of the recycled item. A Recycling Report summary of these receipts/checks will be totaled and submitted by the contractor to the COR on a quarterly basis.

**3. REPORTS AND RECORDS.** The Contractor shall collect and provide all data needed for input annually into the facility's Practice Greenhealth Tracker System via an annual electronic Solid Waste and Recycling Reports to the MEDVAMC COR NLT December 29 of each year.

**Contractor shall submit with technical proposal, a sample report.**

The report shall also provide recommendations with changes to keep the program on track to meet the federal target of reducing the solid waste stream by 50%. In addition, the solid waste reports shall also include the specific place of disposal or recycle (e.g. incinerator, designated sanitary landfills, or recycler, etc.)

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

<b>Performance Objectives</b>
Collect and Dispose of refuse and recycle materials in accordance with the established schedule. Respond in accordance with the contract to additional and unscheduled pickups within 24-hours. <b>Contractor shall communicate in Technical Proposal the capability for additional and unscheduled pickups within 24-hours</b>
Contractor furnished or completed all deliverables, as stated in the contract.
Furnished copies and maintains current copies of all Federal, State and Local permits, licenses and registrations required to handle, haul, segregate, store or process solid waste material for recycling, sanitary landfill and/or designated landfill that will be used for disposal of solid waste without a redeemable/recyclable value. <b>Contractor shall furnish documents as part of the technical proposal.</b>
Furnish and Maintain equipment in good workable condition. Trucks, compactors, power packs, containers, and accessory equipment shall be clean, sanitized, and free of safety defects, odors, etc.
Removed any, and all refuse, spillage or recyclable material dislodged from containers and/or solid waste collecting equipment while collecting, transporting, recycling and/or disposing of solid waste; and ensuring that all containers are returned to original location, and secured in place, where applicable.
Rescheduled and corrected missed pickups COR within 24 hours. <b>Contractor shall submit as part of their Quality Control Plan.</b>
Submit and complete required monthly and semi-annual reports and invoices in a timely manner, and/or Not To Exceed 45-days from the end of the month the billed serviced was completed.
Reduce landfill costs and use through Solid Waste Diversion.
Divert 50% of non-hazardous solid waste from solid waste stream by fiscal year 2020.
Divert 50% of construction and demolition materials from disposal by fiscal year 2020.

**Increase Recyclable Opportunities and Revenue** maximizing recycling material sales **that exceeds \$12,000 dollars** in return revenue to the facility's recycling program by the end of each fiscal year and/or annual contract duration.

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

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

**4.2 Refuse Schedule:** Refuse collection from all containers shall be accomplished Monday through Saturday, excluding Federal Holidays and any other declared by the President of the United States to be a federal holiday, between the hours of 6:00 a.m. and 3:30 p.m. The COR shall be notified in advance of any deviations from the regular schedule.

**4.3 Hour of Service:** 6:00 a.m. and 3:30 p.m., excluding Federal Holidays

**4.4 Federal Holidays:** The ten 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, Veteran's Day, Thanksgiving Day and Christmas Day and any other day specifically declared by the President of the United States to be a national holiday.

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

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

**5.1 Minimum Rental Equipment Requirements, Existing Locations and Pick-up Frequencies:** The Contractor shall provide the services and equipment to pick-up containers and maintain/repair/clean accessory equipment as necessary at the following locations at the frequencies identified by building locations.

**5.1.1 Houston VAMC.**

**5.1.1.1 #VA01:** Bldg. 100, Tunnel West Dock Site #VA01, **VA-owned** 40 Yard Stationary compactors, approximate number of pick-ups per week (Mon., Wed., & Fri.) – 3 each.

**5.1.1.2 #VA01A:** Bldg. 100, Tunnel West Dock Site #VA01A, 30 Yard Refuse/Single Stream Recycling Open Top Container approximate number of pick-ups per week (Mon., Wed., & Sat.) – 4 each.

**5.1.1.3 #VA02:** Bldg. 100, Tunnel SW – RT. Dock Site #VA02, 42 Yard Receiver and power-pack for trash chute approximate number of pick-ups per week (Thurs.) – 1 each.

**5.1.1.4. #VA03:** Bldg. 100, Tunnel NE –RT. Dock Site #VA03, 42 Yard Receiver and power-pack for trash chute approximate number of pick-ups per week (Tues.) – 1 each.

**5.1.1.5 #VA04:** Bldg. 104, Near Incinerator Site #VA04, 34 Yard Open-top approximate number of pick-ups per week (Fri.) – 1 each.

**5.1.1.6 #VA05:** Bldg. 109, SW Dock Site 34 Yard Stationary compactors the approximate number of pick-ups per week (Sat.) – 1 each.

**5.1.1.7 #VA06:** Bldg. 100, Tunnel NE Supply Dock Site #VA06, 30 Yard Refuse/Recycling Open Top Container approximate number of pick-ups per week (Thurs.)– 2 each.

**5.1.1.8 #VA06A:** Bldg. 100, Tunnel NE Supply Dock Site #VA06A, 30 Yard Refuse/ Single Stream Recycling Open Top Container approximate number of pick-ups per week (Tues.) – 2 each.

**5.1.1.9 #VA06B:** Bldg. 100, NE Dock Site Supply Dock Site #VA06B, 30 Yard Scrap Metal Single Stream Recycling Open Top Container approximate number of pick-ups per month - 1 each.

**5.1.1.10 #VA Option-01 and VA Option-02:** Optional 20 or 30 Yard Open-top Containers shall be provided by the contractor to the MEDVAMC within 24-hours of request notification from the primary or alternate COR representative, as specified per call request. The approximate number of calls for extra or optional container delivery service is (1-5) times per calendar year.

**5.1.1.10.1 #VA Option-01:** Optional Container Request, Location, Frequency of Pick-ups and Duration TBA at time of request 20 Yard Open Top Container approximate number of pick-ups per month, as specified in the request.

**5.1.1.10.2 #VA Option-02:** Optional Container Request, Location, Frequency of Pick-ups and Duration TBA at time of request 30 Yard Open Top Container approximate number of pick-ups per month, as specified in the request.

**5.1.1.11 #VA07-UNBLOCK:** Contractor shall provide service to Unblock and/or Clear Trash Debris from Bldg. 100, Trash Chutes (Site ID #VA02) Southwest and (Site ID #VA03) Northeast. Also, the Contractor shall provide trained technicians to service and provide response to unblock and/or clear blockage from trash chutes within 24-hours of Request Notification at a set fee per chute; the estimated number of blockage calls per year – 6 each.

**5.1.1.12 #VA08-RECYCLING:** Contractor shall provide and install new recycling receptacles throughout the facility: The estimated quantity required is 145 each.

**5.1.1.13** All Self-Contained Compactors and Open Top Containers, including VA-owned ones, shall be picked-up, washed, sanitized, and inspected at least once per month minimum, as part of the routine container maintenance.

**5.1.2** The Contractor shall ensure a trip/haul ticket for each service location is provided electronically to the COR or his/her designee monthly and/or, prior to submitting an invoice for payment for services rendered.

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

**5.1.3.1** Date of pick-ups and service.

**5.1.3.2** Trip ticket number.

**5.1.3.3** Identification of service location as identified in Section 5.1.1.

**5.1.3.4** Quantity

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

**5.1.3.6** Total flat fee charge per service location.

**5.1.3.7** Monthly equipment rental fee charge per location

**5.1.3.8** Total Invoices charges.

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

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

**5.1.5.1** Primary COR: Mr. Vincent Cervantes, Housekeeping Supervisor, (713) 794-7488.

**5.1.5.2** Alternate COR: Mr. Ronnie Simpson, GEMS Mgr. (713) 794-7782 WP or (713) 794-7474.

**5.1.5.3** Alternate COR: Mr. Jeffrey G. Triebel, Safety Mgr. (713) 794-7396 WP or (713) 794-7474.

**5.1.6** The Contractor **shall submit with technical proposal**, copies of the following documents:

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

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

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

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

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

## **6. DEFINITIONS.**

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

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

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

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

**6.5 Recyclable materials:** Wood Pallets; Cardboard (loose and baled); Office Mixed Paper (paper, books/magazines; Batteries (All types: alkaline, lithium, lead-acid, etc.); Scrap Metals (ferrous and non-ferrous); Precious Metals (platinum tips, etc.); Fluorescent Lamps/Ballasts; Plastics (All types: bottles, wrapping, bags, polyethylene drums, etc.); Glass (clear or colored bottles); Used Tires; OR Blue wrap.

**6.6 Construction and Demolition Debris:** Consisting of paper, corrugated cardboard, glass, plastic, concrete, roofing materials and metals.

**6.7 NEW:** means brand new.

**7. APPLICABLE DOCUMENTS.** The Contractor shall comply with all Federal, State, local, VA environmental and hazardous laws, regulations, directives and applicable instructions pertaining to the services required herein and to the conduct and qualifications of personnel in performance of this contract. The VA directives can be obtained at ([www1.va.gov/vapubs/](http://www1.va.gov/vapubs/)). 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) ([www.epa.gov/](http://www.epa.gov/)) and the Occupational and Safety Hazard Administration (OSHA) ([www.osha.gov/](http://www.osha.gov/)).

**8. TECHNICAL REQUIREMENTS.** The Contractor shall schedule and perform all refuse and recycling collection and disposal services of garbage and trash for the VAMC's in accordance with the awarded contract, frequency and work schedule; the approved Contractor Quality Control Plan; and, all required reports. All identified areas applicable to this contract and process, where collection and disposal refuse and recycling services included shall be maintained in a neat, clean, uniform and safe condition throughout the contract period. All power equipment shall be operated and meet the safety parameters, as defined by applicable OSHA Standards. Contract personnel shall exercise extreme caution when operating equipment near patients, visitors, and employees. Contractor equipment shall be in working, safe, and good mechanical condition prior to being placed into operation on government property. As it relates to services

provided during the duration of this contract, the Contractor shall be responsible for cleaning up all visible oil, refuse spills or debris left on the roads due to contractor carelessness, inoperable or defective equipment in the interest of public safety.

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

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

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

**9.3 Large/Bulky Items:** The Contractor shall not be required to pick up bulk items left near the containers. Bulk items could be trees, appliances, metal items, construction material, scrap equipment or any item that is larger than 1 cubic yard (CY). The Contractor shall provide containers as requested by the COR at locations, where in-house projects require on-going access to a container (s), where the VA may dispose of construction debris and bulk items. Contractor shall provide 20-cy, 30-cy or 40-cy containers in the tunnel or at other locations on the hospital site for collection and recycling of scrap metal (ferrous and non-ferrous) and/or materials requiring landfill disposal. This may include appliances, metal items, shelving, scrap equipment, and other such materials approved and accepted for sanitary landfill disposal.

## **10. DISPOSAL/RECYCLING.**

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

**10.2 Solid Waste Diversion.** The VA is bound by Executive Order 13101, *Greening the Government through Waste Prevention, Recycling, and Federal Acquisition to fully comply with this RCRA federal requirement*. Solid waste diversion is a major focus of this contract and the Contractor shall be expected to work to improve the installation's diversion rate by improving techniques and methods and researching new markets for items not currently recycled. The Contractor shall make every effort to divert 50% of non-hazardous solid waste from disposal annually to meet the agency's goal per Executive Order 13693.

## **11. SECURITY.**

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

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

**12. EVIDENCE OF INSURANCE COVERAGE.**

**12.1** Contractor shall submit with technical proposal certificate of liability insurance coverage. "THIS POLICY MAY NOT BE CHANGED OR CANCELED WITHOUT WRITTEN NOTICE TO THE VA."

**13. PERSONNEL REQUIREMENTS.**

**13.1 Contractor Personnel:** Contractor shall submit with technical proposal personnel and project manager that will be utilized during the duration of the awarded contract.

Contractor shall provide onsite personnel or project manager with full authority to act for the Contractor on all contractual matters relating to the daily performance of the contract. Contractor personnel or Project Manager with authority shall be onsite physically during the duration of the contract.

Contractor shall provide onsite personnel or project manager with full authority to receive, accept and sign for any notices, inspection reports and all other correspondence from the COR or Contracting Officer.

Contractor shall provide onsite personnel or project manager with full authority to 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 ensure the work specification requirements, scheduling, inspections and safety standards in compliance with all applicable federal, state or local regulations/standards.

**13.2 Contractors:** Contractor or designated qualified personnel shall be available and communicate with the COR when the contracted work is scheduled.

Contractor personnel or Project Manager shall monitor work progress, reroute needed resources/schedules and/or address other emergency related requests to support scheduled and unscheduled facility processes, as required.

Contractor personnel or Project Manager shall return calls to the COR within 30 minutes of being contacted. This individual shall provide the COR his or her company-own cellular phone or a beeper to be reached during normal workday hours.

Contractor 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 sent on behalf of the Contracting Officer. Contractor and/or his or her designated representative shall serve as the central point of contact for the Contractor, and shall oversee the collection operations, monitor resources, scheduling, inspections and ensure all work is performed in accordance with the contract and shall maintain the work specification requirements, and safety standards in compliance with all applicable Federal, State or Local regulations/standards, etc.

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

**13.2.1 Security Requests:** Contractors shall comply with OPM, Federal regulations, and VHA Service Center Personnel Security requirements from contract initiation to completion. The COR shall be the point of contact during the process.

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

**13.4 Protection of Property:** The Workers shall protect the existing surrounding equipment, personal belongings, and property, while performing the required services. Any damages caused by the Workers shall be corrected, repaired or replaced at the Contractor's own expense. The Contractor shall repair any damage incurred to turf, vehicles, landscaping, building, non-contract equipment, utilities or pavement at no additional cost to the Federal Government.

**13.5 Contractor Employee:** Contractor Employee shall not be considered government employees for any purpose under this contract.

**13.6 Contractor Contingency Plan:** Contractor shall provide with technical proposal pre- and post- inclement weather contingency action plans that outline the preparations and support to MEDVAMC that will be implemented to provide management of refuse, recyclable and other such waste services generated during a 72-hours period, when pickup, scheduling and transport may be impracticable or unsafe.

## **14. SITE VISIT**

A site visit is planned by the Government for prospective offerors to become familiar with the requirement. **No other Site Visit will be Offered.**

Date: 12-05-2017 at 10:30am to 1130am(cst)

**Note:** Briefing will commence at 10:30am, following immediate walk through with COR.

Location: Michael E. DeBakey Veterans Affairs Medical Center

BLDG 100 RM 4B- 359

2002 Holcombe Blvd

Houston, Texas 77030

(End of Statement of Work)

## **B.4 REGISTRATION WITH CONTRACTOR PERFORMANCE ASSESSMENT SYSTEM (CPARS)**

a. As prescribed in Federal Acquisition Regulation (FAR) Part 42.1502 and 42.1503, the Department of Veterans Affairs (VA) evaluates contractor past performance on all contracts that

exceed \$150,000. 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, Contractor Performance Assessment System (CPARS), which is maintained by the Naval Sea 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 (FAPIS). FAPIS is a web-enabled application accessed via CPARS for contractor responsibility determination information.

b. The Contractor will have an opportunity to review their ratings/comments, under the step “Contractor Comments” in CPARS. You will be notified via email by the CPARS system to review the report and provide comments. Each contractor whose contract award is estimated to exceed \$150,000 may register with CPARS database at the following web address: [www.cpars.gov](http://www.cpars.gov) in order to review the past performance evaluations. 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.

## **B.5 LIMITATIONS ON SUBCONTRACTING-- MONITORING AND COMPLIANCE (JUN 2011)**

This solicitation includes VAAR 852.219-10 VA NOTICE OF TOTAL SERVICE-DISABLED VETERAN-OWNED. Accordingly, any contract resulting from this solicitation will include this clause. The contractor is advised in performing contract administration functions, the CO may use the services of a support contractor(s) retained by VA to assist in assessing the contractor's compliance with the limitations on subcontracting or percentage of work performance requirements specified in the clause. To that end, the support contractor(s) may require access to contractor's offices where the contractor's business records or other proprietary data are retained and to review such business records regarding the contractor's 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's compliance with the limitations on subcontracting or percentage of work performance requirement.

## **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 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)**

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

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

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

(End of Clause)

<u>FAR Number</u>	<u>Title</u>	<u>Date</u>
52.203-16	PREVENTING PERSONAL CONFLICTS OF INTEREST	DEC 2011
52.203-17	CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS	APR 2014
52.204-9	PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL	JAN 2011
52.204-16	COMMERCIAL AND GOVERNMENT ENTITY CODE REPORTING	JUL 2016
52.204-18	COMMERCIAL AND GOVERNMENT ENTITY CODE MAINTENANCE	JUL 2016
52.212-4	CONTRACT TERMS AND CONDITIONS—COMMERCIAL ITEMS	JAN 2017
52.228-5	INSURANCE—WORK ON A GOVERNMENT INSTALLATION	JAN 1997
52.232-18	AVAILABILITY OF FUNDS	APR 1984
52.237-3	CONTINUITY OF SERVICES	JAN 1991
52.232-40	PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS	DEC 2013

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

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

(End of Clause)

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

(a) The Government may extend the term of this contract by written notice to the Contractor within 30 days; provided that the Government gives the Contractor a preliminary written notice of its intent to

extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

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

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

(End of Clause)

#### **C.4 52.232-35 DESIGNATION OF OFFICE FOR GOVERNMENT RECEIPT OF ELECTRONIC FUNDS TRANSFER INFORMATION (JUL 2013)**

(a) As provided in paragraph (b) of the clause at 52.232-34, Payment by Electronic Funds Transfer— Other than System for Award Management, the Government has designated the office cited in paragraph (c) of this clause as the office to receive the Contractor's electronic funds transfer (EFT) information, in lieu of the payment office of this contract.

(b) The Contractor shall send all EFT information, and any changes to EFT information to the office designated in paragraph (c) of this clause. The Contractor shall not send EFT information to the payment office, or any other office than that designated in paragraph (c). The Government need not use any EFT information sent to any office other than that designated in paragraph (c).

(c) Designated Office:

Name:

Mailing Address:

Telephone Number:

Person to Contact:

Electronic Address:

(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 852.215-71 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.7 VAAR 852.219-10 VA NOTICE OF TOTAL SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS SET-ASIDE (JUL 2016)(DEVIATION)**

(a) *Definition.* For the Department of Veterans Affairs, “Service-disabled veteran-owned small business concern or SDVSOB”:

(1) Means a small business concern:

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans or eligible surviving spouses (see VAAR 802.201 Surviving Spouse definition);

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

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

(iv) The business has been verified for ownership and control pursuant to 38 CFR 74 and is so listed in the Vendor Information Pages database, (<https://www.vip.vetbiz.gov>); and

(v) The business will comply with subcontracting limitations in 13 CFR 125.6, as applicable

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

(b) *General.*

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

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

(c) *Agreement.* A service-disabled veteran-owned small business concern agrees that in the performance of the contract, the concern will comply with the limitation on subcontracting requirements in 13 CFR §125.6.

(d) A joint venture may be considered a service-disabled veteran owned small business concern if the joint venture complies with the requirements in 13 CFR 125.15, provided that any reference therein to SDVO SBC is to be construed to apply to a VA verified SDVOSB as appropriate.

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

(End of Clause)

## **C.8 VAAR 852.232-72 ELECTRONIC SUBMISSION OF PAYMENT REQUESTS (NOV 2012)**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(End of Clause)

### **C.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 . Further, it is agreed that any negligence of the Government, its officers, agents, servants and employees, shall not be the responsibility of the contractor hereunder with the regard to any claims, loss, damage, injury, and liability resulting there from.

(End of Clause)

(End of Addendum to 52.212-4)

### **C.10 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS—COMMERCIAL ITEMS (JAN 2017)**

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

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

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

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

(4) 52.233-4, Applicable Law for Breach of Contract Claim (Oct 2004) (Public Laws 108-77 and 108-78 (19 U.S.C. 3805 note)).

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

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

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

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

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

(5) [Reserved]

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

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

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

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

(10) [Reserved]

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

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

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

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

(13) [Reserved]

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

(ii) Alternate I (NOV 2011).

(iii) Alternate II (NOV 2011).

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

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

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

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

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

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

- (iii) Alternate II (NOV 2016) of 52.219-9.
- (iv) Alternate III (NOV 2016) of 52.219-9.
- (v) Alternate IV (NOV 2016) of 52.219-9.
- (18) 52.219-13, Notice of Set-Aside of Orders (NOV 2011) (15 U.S.C. 644(r)).
- (19) 52.219-14, Limitations on Subcontracting (JAN 2017) (15 U.S.C. 637(a)(14)).
- (20) 52.219-16, Liquidated Damages—Subcontracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).
- (21) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (NOV 2011) (15 U.S.C. 657f).
- (22) 52.219-28, Post Award Small Business Program Rerepresentation (Jul 2013) (15 U.S.C. 632(a)(2)).
- (23) 52.219-29, Notice of Set-Aside for, or Sole Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (DEC 2015) (15 U.S.C. 637(m)).
- (24) 52.219-30, Notice of Set-Aside for, or Sole Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (DEC 2015) (15 U.S.C. 637(m)).
- (25) 52.222-3, Convict Labor (June 2003) (E.O. 11755).
- (26) 52.222–19, Child Labor—Cooperation with Authorities and Remedies (OCT 2016) (E.O. 13126).
- (27) 52.222-21, Prohibition of Segregated Facilities (APR 2015).
- (28) 52.222–26, Equal Opportunity (SEP 2016) (E.O. 11246).
- (29) 52.222-35, Equal Opportunity for Veterans (OCT 2015) (38 U.S.C. 4212).
- (30) 52.222-36, Equal Opportunity for Workers with Disabilities (JUL 2014) (29 U.S.C. 793).
- (31) 52.222-37, Employment Reports on Veterans (FEB 2016) (38 U.S.C. 4212).
- (32) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496).
- (33)(i) 52.222-50, Combating Trafficking in Persons (MAR 2015) (22 U.S.C. chapter 78 and E.O. 13627).
- (ii) Alternate I (MAR 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).
- (34) 52.222-54, Employment Eligibility Verification (OCT 2015). (E. O. 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)

(35) 52.222-59, Compliance with Labor Laws (Executive Order 13673) (OCT 2016). (Applies at \$50 million for solicitations and resultant contracts issued from October 25, 2016 through April 24, 2017; applies at \$500,000 for solicitations and resultant contracts issued after April 24, 2017).

**Note to paragraph (b)(35):** By a court order issued on October 24, 2016, 52.222-59 is enjoined indefinitely as of the date of the order. The enjoined paragraph will become effective immediately if the court terminates the injunction. At that time, DoD, GSA, and NASA will publish a document in the **Federal Register** advising the public of the termination of the injunction.

(36) 52.222-60, Paycheck Transparency (Executive Order 13673) (OCT 2016).

(37)(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.)

(38) 52.223-11, Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (JUN 2016) (E.O. 13693).

(39) 52.223-12, Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (JUN 2016) (E.O. 13693).

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

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

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

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

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

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

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

(44) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (AUG 2011)

(45) 52.223-20, Aerosols (JUN 2016) (E.O. 13693).

(46) 52.223-21, Foams (JUN 2016) (E.O. 13693).

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

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

(48) 52.225-1, Buy American—Supplies (MAY 2014) (41 U.S.C. chapter 83).

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

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

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

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

(50) 52.225-5, Trade Agreements (OCT 2016) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

(51) 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).

(52) 52.225-26, Contractors Performing Private Security Functions Outside the United States (OCT 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

(53) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).

(54) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).

(55) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

(56) 52.232-30, Installment Payments for Commercial Items (JAN 2017) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

(57) 52.232-33, Payment by Electronic Funds Transfer—System for Award Management (Jul 2013) (31 U.S.C. 3332).

(58) 52.232-34, Payment by Electronic Funds Transfer—Other than System for Award Management (Jul 2013) (31 U.S.C. 3332).

(59) 52.232-36, Payment by Third Party (MAY 2014) (31 U.S.C. 3332).

(60) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

(61) 52.242-5, Payments to Small Business Subcontractors (JAN 2017)(15 U.S.C. 637(d)(12)).

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

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

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

(1) 52.222-17, Nondisplacement of Qualified Workers (MAY 2014) (E.O. 13495).

(2) 52.222-41, Service Contract Labor Standards (MAY 2014) (41 U.S.C. chapter 67).

(3) 52.222-42, Statement of Equivalent Rates for Federal Hires (MAY 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

Employee Class

Monetary Wage-Fringe Benefits

(4) 52.222-43, Fair Labor Standards Act and Service Contract Labor Standards—Price Adjustment (Multiple Year and Option Contracts) (MAY 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

(5) 52.222-44, Fair Labor Standards Act and Service Contract Labor Standards—Price Adjustment (MAY 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

(6) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment—Requirements (MAY 2014) (41 U.S.C. chapter 67).

(7) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services—Requirements (MAY 2014) (41 U.S.C. chapter 67).

(8) 52.222-55, Minimum Wages Under Executive Order 13658 (DEC 2015).

(9) 52.222-62, Paid Sick Leave Under Executive Order 13706 (JAN 2017) (E.O. 13706).

(10) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (MAY 2014) (42 U.S.C. 1792).

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(xiii) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment—Requirements (MAY 2014) (41 U.S.C. chapter 67).

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

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

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

(xvii) 52.222-59, Compliance with Labor Laws (Executive Order 13673) (OCT 2016) (Applies at \$50 million for solicitations and resultant contracts issued from October 25, 2016 through April 24, 2017; applies at \$500,000 for solicitations and resultant contracts issued after April 24, 2017).

**Note to paragraph (e)(1)(xvii):** By a court order issued on October 24, 2016, 52.222-59 is enjoined indefinitely as of the date of the order. The enjoined paragraph will become effective immediately if the court terminates the injunction. At that time, DoD, GSA, and NASA will publish a document in the **Federal Register** advising the public of the termination of the injunction.

(xviii) 52.222-60, Paycheck Transparency (Executive Order 13673) (OCT 2016)).

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

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

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

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

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

(xxiii) 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 List of Attachments**

S02 Corporate Project Experience- Attachment 1

S02 Past Performance Questionnaire- Attachment 2

S02 Current DOL WD Attachment 3

Wage Determination No.: 2015-5233

Revision No.: 7

Date Of Revision: 08/03/2017

## 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.

(a) General Instructions:

1. The Government plans to make an award without discussions. Therefore, each initial offer should contain the offeror's best terms from a price and technical standpoint. The Government reserves the right to conduct discussions if it is determined to be necessary.
2. Price proposal and technical proposals of each offeror will be evaluated independently. Offerors shall separately bind each. All copies shall therefore be labeled with the offerors name, business address, and VA Solicitation Number.
3. The response shall consist of two (2) separate parts; Part I - Price Proposal, Part II – Technical Proposal.

(b) Specific Instructions:

1. PART I - Price Proposal – Submit one (01) original
  - a. Completed and signed by the signatory any Amendments.
  - b. Government is seeking DISCOUNTS. Contractor shall communicate in price proposal discounts being offered to the government.
  - c. Contractor shall complete and submit Section B.2 Price Schedule.
2. PART II - Technical Proposal - Submit one (01) original.
  - a. The Offeror, shall submit one (01) original detailed technical proposal in a format that clearly addresses the technical evaluation factors below.
  - b. Each response shall address each factor in the sequence listed and clearly identify which factor is being addressed.
  - c. There shall be no mention of costs in the Technical Proposal.
3. Proposal shall be submitted via email to [anthony.marion2@va.gov](mailto:anthony.marion2@va.gov) on or before the set forth due date: December 13, 2017 by 2:00pm (cst)
4. This Solicitation is a Service-Disabled Veteran-Owned Small Business Set-Aside.

**NO FAXED COPIES SHALL BE ACCEPTED.** Proposals shall be submitted via email to [anthony.marion2@va.gov](mailto:anthony.marion2@va.gov).

5. Offer's business size certification and status will be verified in the System Award Management (SAM), Small Business Administration (SBA), and Vendor Information Page (VetBiz) portal with Data Universal Number (DUN). Offer shall ensure the company data is able to be viewed publically in all systems. proposal shall be considered non responsive if Contracting Officer is not able to verify data in SAM's, SBA, and VetBiz.

### 6. 5. EVALUATION FACTORS FOR AWARD

a) The Government will award a contract on the basis of the lowest priced technically acceptable Proposal meeting or exceeding the acceptable standards for non-cost factors.

“Since this solicitation is Lowest Priced Technically Acceptable (LPTA) the source selection evaluation board will begin by reviewing the lowest priced proposal. If the board determines that this proposal is technically acceptable no other proposals will be reviewed. This proposal will have been deemed technically acceptable with the lowest price, so for this reason the award will be made based on FAR guidance.”

The following factors shall be used to evaluate offers:

Factor 1 Technical

Factor 2 Price

DELIVERABLES:

1. Technical Proposal
2. Corporate Experience Form
3. Completed Price/Cost Schedule

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

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

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

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

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

(End of Provision)

<b><u>FAR</u></b> <b><u>Number</u></b>	<b><u>Title</u></b>	<b><u>Date</u></b>
52.237-1	SITE VISIT	APR 1984
52.212-1	INSTRUCTIONS TO OFFERORS—COMMERCIAL ITEMS	JAN 2017

### **E.2 52.209-7 INFORMATION REGARDING RESPONSIBILITY MATTERS (JUL 2013)**

(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 System for Award Management 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)**

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

Hand-Carried Address:

Department of Veterans Affairs

Purchase & Contracting  
Michael E. DeBakey VA Medical Center  
2002 Holcombe BLVD  
Houston TX 77030 4298  
Mailing Address:

Department of Veterans Affairs

Purchase & Contracting  
Michael E. DeBakey VA Medical Center  
2002 Holcombe BLVD  
Houston TX 77030 4298

(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 VAAR 852.211-72 TECHNICAL INDUSTRY STANDARDS (JAN 2008)**

The supplies or equipment required by this invitation for bid or request for proposal must conform to the standards of the RCRA,EPA and TCEQ as to Solid Waste. The successful bidder or offeror will be required to submit proof that the item(s) he/she furnishes conforms to this requirement. This proof may be in the form of a label or seal affixed to the equipment or supplies, warranting that they have been tested in accordance with and conform to the specified standards. Proof may also be furnished in the form of a certificate from one of the above listed organizations certifying that the item(s) furnished have been tested in accordance with and conform to the specified standards.

(End of Provision)

## **E.6 VAAR 852.215-70 SERVICE-DISABLED VETERAN-OWNED AND VETERAN-OWNED SMALL BUSINESS EVALUATION FACTORS (JUL 2016)(DEVIATION)**

(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 (<https://www.vip.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 (<https://www.vip.vetbiz.gov>).

(End of Provision)

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

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

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

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

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

(End of Provision)

## E.8 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

(End of Addendum to 52.212-1)

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

(a) The Government will award a contract resulting from this solicitation on the basis of the lowest priced technically acceptable Proposal meeting or exceeding the acceptable standards for non-cost factors.

**“Since this solicitation is Lowest Priced Technically Acceptable (LPTA) the source selection evaluation board will begin by reviewing the lowest priced proposal. If the board determines that this proposal is technically acceptable no other proposals will be reviewed. This proposal will have been deemed technically acceptable with the lowest price, so for this reason the award will be made based on FAR guidance.”**

The following factors shall be used to evaluate offers:

Factor 1 Technical

Factor 2 Price

FACTOR 1: TECHNICAL

SUB FACTOR 1 - CORPORATE EXPERIENCE

(A) Contractor shall utilize the attached Corporate Experience Form. Contractor shall have at least 7 (seven) years of Corporate Experience. Failure to provide evidence of experience in the proposal submission shall result in a rejection of the proposal.

(B) Company shall have provided these types of services to either a Government or Commercial entity for the minimum 7 (seven) years. At a minimum, your narrative shall include the following:

(i) Organizations number of years of corporate experience in providing the services at similar sized and complexity as the Michael E. DeBakey VA Medical Center or commercial entity.

(ii) Organizations size, experience in the field, and resources available to enable the Contractor to fulfill requirements of the size anticipated under any resultant contract;

(iii) Brief history of the organizations activities contributing to the development of expertise and capabilities related to this requirement.

(iv) Information that demonstrates the contractor organizational and accounting controls and manpower presently in-house or the ability to acquire the type and kinds of personnel proposed to become in-house staff.

**No substitution for Corporate Experience will be considered.**

**SUB FACTOR -2. Technical/Management Approach** - The Contractor shall demonstrate the following, relevant to the subject procurement.

(A) Contractor shall submit with proposal a detailed technical and management plan describing their proposed capability and methods to manage the performance of all work and requirements in Statement of Work. The plan shall be organized, specific and complete in detail, realistic, and provide a straightforward delineation of the proposed method to provide all labor, license, certification, personnel, material, new equipment, receptacles, repairs/maintenance, supplies, transportation, management, supervision and State approved/registered off-site landfill or recycling processing facility necessary to perform all Municipal Solid Waste Refuse Storage, Collection, Disposal and Recycling Services.

Contractor shall submit with Technical Proposal a copy of company Liability Insurance.

Contractor shall submit with Technical Proposal a sample report. Section 3 SOW.

Contractor shall submit resources and documentation necessary that together demonstrate an adequate technical approach that will satisfy the government requirements.

(B). Contractor shall submit a copy of his or her quality control plan concurrently with the proposal in adherence with Statement of Work requirements. Offeror shall provide a synopsis of offeror's overall approach to quality control/quality improvement and provide information on proposed quality improvement plan.

Quality control measures shall include, but not be limited to:

- Performing all required services per Statement of Work
- Listing all subcontractors and services they shall perform under the contract
- Compliance with applicable state and federal requirements
- Contractor shall communicate in Technical Proposal/Quality Control Plan the capability for additional and unscheduled pickups within 24-hours

**SUB FACTOR -3. Personnel**

(A) Contractor shall submit with technical proposal the personnel and duties that shall meet all the requirements per section 13 of the SOW. Contractor shall submit with technical proposal names and resumes of employees or prospective employees who are known to the Contractor that are anticipated to fulfill the services of this Statement of Work.

Names, resumes, licenses and certifications of employees and prospective employees shall be submitted as part of the vendor's technical proposal.

Prospective employees may provide letter of commitments in writing and provide copies of any licenses or certifications.

**FACTOR 3: PRICE**

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

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

**NOTE: PAST PERFORMANCE**

(A). Past Performance will be evaluated for responsibility purpose only. Contractor's demonstrating past performance of work of a similar nature and relevance to this procurement within the past three years. Contractor shall utilize the attached Past Performance Questionnaire. Contact persons provided for project submitted under Factor #1 Corporate Experience above may be contacted by the Evaluation Panel. The Contractor's past performance on similar contracts.

(B). Past Performance: The Contractor shall send out the attached past performance questionnaire to each of their references listed under Factor #1 -Corporate Experience above. The Government will evaluate the quality and extent of Contractor's performance deemed relevant to the requirements of this solicitation. The references shall return the past performance questionnaire directly to the Government Contract Specialist listed on the past performance questionnaire via email. The government will use information submitted by the Contractor's and other sources such as other Federal government offices and commercial sources to assess performance.

(C). Contractor's should follow-up and encourage references to return the questionnaires to the Contracting Officer in a timely manner.

The government will review available past performance data in PPIRS. However, the government reserves the right to obtain past performance information from any available sources and may contact customer other than those identified by the offer when evaluating past performance.

Note: Contractor's with no relevant past performance history will not be evaluated favorably or unfavorably on past performance.

(End of Provision)

## **E.10 52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS— COMMERCIAL ITEMS (JAN 2017)**

The Offeror shall complete only paragraph (b) of this provision if the Offeror has completed the annual representations and certification electronically via the System for Award Management (SAM) Web site located at <https://www.sam.gov/portal>. If the Offeror has not completed the annual representations and certifications electronically, the Offeror shall complete only paragraphs (c) through (u) of this provision.

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

*Administrative merits determination* means certain notices or findings of labor law violations issued by an enforcement agency following an investigation. An administrative merits determination may be final or be subject to appeal or further review. To determine whether a particular notice or finding is covered by this definition, it is necessary to consult section II.B. in the DOL Guidance.

*Arbitral award or decision* means an arbitrator or arbitral panel determination that a labor law violation occurred, or that enjoined or restrained a violation of labor law. It includes an award or decision that is not final or is subject to being confirmed, modified, or vacated by a court, and includes an award or decision resulting from private or confidential proceedings. To determine whether a particular award or decision is covered by this definition, it is necessary to consult section II.B. in the DOL Guidance.

*Civil judgment means—*

(1) In paragraph (h) of this provision: A judgment or finding of a civil offense by any court of competent jurisdiction.

(2) In paragraph (s) of this provision: Any judgment or order entered by any Federal or State court in which the court determined that a labor law violation occurred, or enjoined or restrained a violation of labor law. It includes a judgment or order that is not final or is subject to appeal. To determine whether a particular judgment or order is covered by this definition, it is necessary to consult section II.B. in the DOL Guidance.

*DOL Guidance* means the Department of Labor (DOL) Guidance entitled: “Guidance for Executive Order 13673, ‘Fair Pay and Safe Workplaces’ “. The DOL Guidance, dated August 25, 2016, can be obtained from [www.dol.gov/fairpayandsafeworkplaces](http://www.dol.gov/fairpayandsafeworkplaces).

*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.

*Enforcement agency* means any agency granted authority to enforce the Federal labor laws. It includes the enforcement components of DOL (Wage and Hour Division, Office of Federal Contract Compliance

Programs, and Occupational Safety and Health Administration), the Equal Employment Opportunity Commission, the Occupational Safety and Health Review Commission, and the National Labor Relations Board. It also means a State agency designated to administer an OSHA-approved State Plan, but only to the extent that the State agency is acting in its capacity as administrator of such plan. It does not include other Federal agencies which, in their capacity as contracting agencies, conduct investigations of potential labor law violations. The enforcement agencies associated with each labor law under E.O. 13673 are—

(1) Department of Labor Wage and Hour Division (WHD) for—

(i) The Fair Labor Standards Act;

(ii) The Migrant and Seasonal Agricultural Worker Protection Act;

(iii) 40 U.S.C. chapter 31, subchapter IV, formerly known as the Davis-Bacon Act;

(iv) 41 U.S.C. chapter 67, formerly known as the Service Contract Act;

(v) The Family and Medical Leave Act; and

(vi) E.O. 13658 of February 12, 2014 (Establishing a Minimum Wage for Contractors);

(2) Department of Labor Occupational Safety and Health Administration (OSHA) for—

(i) The Occupational Safety and Health Act of 1970; and

(ii) OSHA-approved State Plans;

(3) Department of Labor Office of Federal Contract Compliance Programs (OFCCP) for—

(i) Section 503 of the Rehabilitation Act of 1973;

(ii) The Vietnam Era Veterans' Readjustment Assistance Act of 1972 and the Vietnam Era Veterans' Readjustment Assistance Act of 1974; and

(iii) E.O. 11246 of September 24, 1965 (Equal Employment Opportunity);

(4) National Labor Relations Board (NLRB) for the National Labor Relations Act; and

(5) Equal Employment Opportunity Commission (EEOC) for—

(i) Title VII of the Civil Rights Act of 1964;

(ii) The Americans with Disabilities Act of 1990;

(iii) The Age Discrimination in Employment Act of 1967; and

(iv) Section 6(d) of the Fair Labor Standards Act (Equal Pay Act).

*Forced or indentured child labor* means all work or service—

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

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

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

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

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

*Labor compliance agreement* means an agreement entered into between a contractor or subcontractor and an enforcement agency to address appropriate remedial measures, compliance assistance, steps to resolve issues to increase compliance with the labor laws, or other related matters.

*Labor laws* means the following labor laws and E.O.s:

- (1) The Fair Labor Standards Act.
- (2) The Occupational Safety and Health Act (OSHA) of 1970.
- (3) The Migrant and Seasonal Agricultural Worker Protection Act.
- (4) The National Labor Relations Act.
- (5) 40 U.S.C. chapter 31, subchapter IV, formerly known as the Davis-Bacon Act.
- (6) 41 U.S.C. chapter 67, formerly known as the Service Contract Act.
- (7) E.O. 11246 of September 24, 1965 (Equal Employment Opportunity).
- (8) Section 503 of the Rehabilitation Act of 1973.
- (9) The Vietnam Era Veterans' Readjustment Assistance Act of 1972 and the Vietnam Era Veterans' Readjustment Assistance Act of 1974.
- (10) The Family and Medical Leave Act.
- (11) Title VII of the Civil Rights Act of 1964.
- (12) The Americans with Disabilities Act of 1990.
- (13) The Age Discrimination in Employment Act of 1967.
- (14) E.O. 13658 of February 12, 2014 (Establishing a Minimum Wage for Contractors).

(15) Equivalent State laws as defined in the DOL Guidance. (The only equivalent State laws implemented in the FAR are OSHA-approved State Plans, which can be found at [www.osha.gov/dcsp/osp/approved\\_state\\_plans.html](http://www.osha.gov/dcsp/osp/approved_state_plans.html)).

*Labor law decision* means an administrative merits determination, arbitral award or decision, or civil judgment, which resulted from a violation of one or more of the laws listed in the definition of “labor laws”.

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

- (1) PSC 5510, Lumber and Related Basic Wood Materials;
- (2) Product or Service Group (PSG) 87, Agricultural Supplies;
- (3) PSG 88, Live Animals;
- (4) PSG 89, Subsistence;
- (5) PSC 9410, Crude Grades of Plant Materials;
- (6) PSC 9430, Miscellaneous Crude Animal Products, Inedible;
- (7) PSC 9440, Miscellaneous Crude Agricultural and Forestry Products;
- (8) PSC 9610, Ores;
- (9) PSC 9620, Minerals, Natural and Synthetic; and
- (10) PSC 9630, Additive Metal Materials.

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

*Predecessor* means an entity that is replaced by a successor and includes any predecessors of the predecessor.

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

- (1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;
- (2) Are conducted pursuant to specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;

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

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

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

(6) Have been voluntarily suspended.

“Sensitive technology”—

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

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

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

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

*Service-disabled veteran-owned small business concern*—

(1) Means a small business concern—

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

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

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

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

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

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

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

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

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

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

- (1) Directly by a parent corporation; or
- (2) Through another subsidiary of a parent corporation.

*Successor* means an entity that has replaced a predecessor by acquiring the assets and carrying out the affairs of the predecessor under a new name (often through acquisition or merger). The term “successor” does not include new offices/divisions of the same company or a company that only changes its name. The extent of the responsibility of the successor for the liabilities of the predecessor may vary, depending on State law and specific circumstances.

*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.

**Note to paragraph (a):** By a court order issued on October 24, 2016, the following definitions in this paragraph (a) are enjoined indefinitely as of the date of the order: “Administrative merits determination”, “Arbitral award or decision”, paragraph (2) of “Civil judgment”, “DOL Guidance”, “Enforcement agency”, “Labor compliance agreement”, “Labor laws”, and “Labor law decision”. The enjoined definitions will become effective immediately if the court terminates the injunction. At that time, DoD, GSA, and NASA will publish a document in the **Federal Register** advising the public of the termination of the injunction.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

\_\_\_\_\_

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

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

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

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

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

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

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

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

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

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

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

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

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

(2) Foreign End Products:

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

*[List as necessary]*

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

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

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

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

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

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

*[List as necessary]*

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

Other Foreign End Products:

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

*[List as necessary]*

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

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

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

Canadian End Products:

Line Item No.

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*[List as necessary]*

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

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

Canadian or Israeli End Products:

Line Item No.      Country of Origin

_____	_____
_____	_____
_____	_____

*[List as necessary]*

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

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

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

Line Item No.      Country of Origin

_____	_____
_____	_____

\_\_\_\_\_  
\_\_\_\_\_  
*[List as necessary]*

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

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

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

Other End Products:

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

*[List as necessary]*

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

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

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

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

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

(4) [ ] Have, [ ] have not, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,500 for which the liability remains unsatisfied.

(i) Taxes are considered delinquent if both of the following criteria apply:

(A) *The tax liability is finally determined.* The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(B) *The taxpayer is delinquent in making payment.* A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(ii) *Examples.*

(A) The taxpayer has received a statutory notice of deficiency, under I.R.C. Sec. 6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

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

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

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

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

(1) *Listed end products.*

Listed End Product      Listed Countries of Origin

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

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

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

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

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

(2)  Outside the United States.

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

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

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

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

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

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

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

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

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

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

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

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

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

(1) *Taxpayer Identification Number (TIN)* (26 U.S.C. 6109, 31 U.S.C. 7701). (Not applicable if the offeror is required to provide this information to the SAM database to be eligible for award.)

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

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

(3) *Taxpayer Identification Number (TIN)*.

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

TIN has been applied for.

TIN is not required because:

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

Offeror is an agency or instrumentality of a foreign government;

Offeror is an agency or instrumentality of the Federal Government.

(4) *Type of organization*.

Sole proprietorship;

Partnership;

Corporate entity (not tax-exempt);

Corporate entity (tax-exempt);

- Government entity (Federal, State, or local);
- Foreign government;
- International organization per 26 CFR 1.6049-4;
- Other \_\_\_\_\_.

(5) *Common parent.*

- Offeror is not owned or controlled by a common parent;
- Name and TIN of common parent:

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

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

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

(n) *Prohibition on Contracting with Inverted Domestic Corporations.*

(1) Government agencies are not permitted to use appropriated (or otherwise made available) funds for contracts with either an inverted domestic corporation, or a subsidiary of an inverted domestic corporation, unless the exception at 9.108-2(b) applies or the requirement is waived in accordance with the procedures at 9.108-4.

(2) *Representation.* The Offeror represents that—

- (i) It  is,  is not an inverted domestic corporation; and
- (ii) It  is,  is not a subsidiary of an inverted domestic corporation.

(o) *Prohibition on contracting with entities engaging in certain activities or transactions relating to Iran.*

(1) The offeror shall email questions concerning sensitive technology to the Department of State at [CISADA106@state.gov](mailto:CISADA106@state.gov).

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

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

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

(iii) Certifies that the offeror, and any person owned or controlled by the offeror, does not knowingly engage in any transaction that exceeds \$3,500 with Iran's Revolutionary Guard Corps or any of its officials, agents, or affiliates, the property and interests in property of which are blocked pursuant to the

International Emergency Economic Powers Act (50 U.S.C. 1701 *et seq.*) (see OFAC’s Specially Designated Nationals and Blocked Persons List at <http://www.treasury.gov/ofac/downloads/t11sdn.pdf>).

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

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

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

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

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

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

Immediate owner CAGE code: \_\_\_\_.

Immediate owner legal name: \_\_\_\_.

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

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

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

Highest-level owner CAGE code: \_\_\_\_.

Highest-level owner legal name: \_\_\_\_.

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

(q) *Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law.*

(1) As required by sections 744 and 745 of Division E of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235), and similar provisions, if contained in subsequent appropriations acts, The Government will not enter into a contract with any corporation that—

(i) Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless an agency has considered suspension or debarment of the corporation and made a determination that suspension or debarment is not necessary to protect the interests of the Government; or

(ii) Was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless an agency has considered suspension or debarment of the corporation and made a determination that this action is not necessary to protect the interests of the Government.

(2) The Offeror represents that—

(i) It is  is not  a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and

(ii) It is  is not  a corporation that was convicted of a felony criminal violation under a Federal law within the preceding 24 months.

(r) *Predecessor of Offeror.* (Applies in all solicitations that include the provision at 52.204-16, Commercial and Government Entity Code Reporting.)

(1) The Offeror represents that it  is or  is not a successor to a predecessor that held a Federal contract or grant within the last three years.

(2) If the Offeror has indicated “is” in paragraph (r)(1) of this provision, enter the following information for all predecessors that held a Federal contract or grant within the last three years (if more than one predecessor, list in reverse chronological order):

Predecessor CAGE code: \_\_\_\_ (or mark “Unknown”).

Predecessor legal name: \_\_\_\_.

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

(s) *Representation regarding compliance with labor laws (Executive Order 13673).* If the offeror is a joint venture that is not itself a separate legal entity, each concern participating in the joint venture shall separately comply with the requirements of this provision.

(1)(i) For solicitations issued on or after October 25, 2016 through April 24, 2017: The Offeror  does  does not anticipate submitting an offer with an estimated contract value of greater than \$50 million.

(ii) For solicitations issued after April 24, 2017: The Offeror  does  does not anticipate submitting an offer with an estimated contract value of greater than \$500,000.

(2) If the Offeror checked “does” in paragraph (s)(1)(i) or (ii) of this provision, the Offeror represents to the best of the Offeror's knowledge and belief [Offeror to check appropriate block]:

(i) There has been no administrative merits determination, arbitral award or decision, or civil judgment for any labor law violation(s) rendered against the offeror (see definitions in paragraph (a) of this section) during the period beginning on October 25, 2015 to the date of the offer, or for three years preceding the date of the offer, whichever period is shorter; or

(ii) There has been an administrative merits determination, arbitral award or decision, or civil judgment for any labor law violation(s) rendered against the Offeror during the period beginning on

October 25, 2015 to the date of the offer, or for three years preceding the date of the offer, whichever period is shorter.

(3)(i) If the box at paragraph (s)(2)(ii) of this provision is checked and the Contracting Officer has initiated a responsibility determination and has requested additional information, the Offeror shall provide--

(A) The following information for each disclosed labor law decision in the System for Award Management (SAM) at [www.sam.gov](http://www.sam.gov), unless the information is already current, accurate, and complete in SAM. This information will be publicly available in the Federal Awardee Performance and Integrity Information System (FAPIS):

(1) The labor law violated.

(2) The case number, inspection number, charge number, docket number, or other unique identification number.

(3) The date rendered.

(4) The name of the court, arbitrator(s), agency, board, or commission that rendered the determination or decision;

(B) The administrative merits determination, arbitral award or decision, or civil judgment document, to the Contracting Officer, if the Contracting Officer requires it;

(C) In SAM, such additional information as the Offeror deems necessary to demonstrate its responsibility, including mitigating factors and remedial measures such as offeror actions taken to address the violations, labor compliance agreements, and other steps taken to achieve compliance with labor laws. Offerors may provide explanatory text and upload documents. This information will not be made public unless the contractor determines that it wants the information to be made public; and

(D) The information in paragraphs (s)(3)(i)(A) and (s)(3)(i)(C) of this provision to the Contracting Officer, if the Offeror meets an exception to SAM registration (see FAR 4.1102(a)).

(ii)(A) The Contracting Officer will consider all information provided under (s)(3)(i) of this provision as part of making a responsibility determination.

(B) A representation that any labor law decision(s) were rendered against the Offeror will not necessarily result in withholding of an award under this solicitation. Failure of the Offeror to furnish a representation or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(C) The representation in paragraph (s)(2) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous representation, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation in accordance with the procedures set forth in FAR 12.403.

(4) The Offeror shall provide immediate written notice to the Contracting Officer if at any time prior to contract award the Offeror learns that its representation at paragraph (s)(2) of this provision is no longer accurate.

(5) The representation in paragraph (s)(2) of this provision will be public information in the Federal Awardee Performance and Integrity Information System (FAPIIS).

**Note to paragraph (s):** By a court order issued on October 24, 2016, this paragraph (s) is enjoined indefinitely as of the date of the order. The enjoined paragraph will become effective immediately if the court terminates the injunction. At that time, DoD, GSA, and NASA will publish a document in the **Federal Register** advising the public of the termination of the injunction.

(t) *Public Disclosure of Greenhouse Gas Emissions and Reduction Goals.* Applies in all solicitations that require offerors to register in SAM (52.212-1(k)).

(1) This representation shall be completed if the Offeror received \$7.5 million or more in contract awards in the prior Federal fiscal year. The representation is optional if the Offeror received less than \$7.5 million in Federal contract awards in the prior Federal fiscal year.

(2) Representation. [Offeror to check applicable block(s) in paragraph (t)(2)(i) and (ii)]. (i) The Offeror (itself or through its immediate owner or highest-level owner)  does,  does not publicly disclose greenhouse gas emissions, i.e., makes available on a publicly accessible Web site the results of a greenhouse gas inventory, performed in accordance with an accounting standard with publicly available and consistently applied criteria, such as the Greenhouse Gas Protocol Corporate Standard.

(ii) The Offeror (itself or through its immediate owner or highest-level owner)  does,  does not publicly disclose a quantitative greenhouse gas emissions reduction goal, i.e., make available on a publicly accessible Web site a target to reduce absolute emissions or emissions intensity by a specific quantity or percentage.

(iii) A publicly accessible Web site includes the Offeror's own Web site or a recognized, third-party greenhouse gas emissions reporting program.

(3) If the Offeror checked "does" in paragraphs (t)(2)(i) or (t)(2)(ii) of this provision, respectively, the Offeror shall provide the publicly accessible Web site(s) where greenhouse gas emissions and/or reduction goals are reported:\_\_\_\_\_.

(u)(1) In accordance with section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions), Government agencies are not permitted to use appropriated (or otherwise made available) funds for contracts with an entity that requires employees or subcontractors of such entity seeking to report waste, fraud, or abuse to sign internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

(2) The prohibition in paragraph (u)(1) of this provision does not contravene requirements applicable to Standard Form 312 (Classified Information Nondisclosure Agreement), Form 4414 (Sensitive Compartmented Information Nondisclosure Agreement), or any other form issued by a Federal department or agency governing the nondisclosure of classified information.

(3) Representation. By submission of its offer, the Offeror represents that it will not require its employees or subcontractors to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting waste,

fraud, or abuse related to the performance of a Government contract to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information (e.g., agency Office of the Inspector General).