

<b>SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, &amp; 30</b>				1. REQUISITION NO. 691-18-1-5071-0050	PAGE 1 OF 64
2. CONTRACT NO.	3. AWARD/EFFECTIVE DATE	4. ORDER NO.	5. SOLICITATION NUMBER 36C26218R0743	6. SOLICITATION ISSUE DATE 07-30-2018	
7. FOR SOLICITATION INFORMATION CALL:	a. NAME Imelda Martinez	b. TELEPHONE NO. (No Collect Calls) 562-766-2250	8. OFFER DUE DATE/LOCAL TIME 08-13-2018 10:00 AM PDT		
9. ISSUED BY Department of Veterans Affairs Network Contracting Office 22 4811 Airport Plaza Drive Suite 600 Long Beach CA 90815		CODE 36C262	10. THIS ACQUISITION IS <input type="checkbox"/> UNRESTRICTED OR <input checked="" type="checkbox"/> SET ASIDE: 100 % FOR: <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM NAICS: 562119 <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> EDWOSB SIZE STANDARD: \$38.5 Million <input checked="" type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input type="checkbox"/> 8(A)		
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input checked="" type="checkbox"/> SEE SCHEDULE	12. DISCOUNT TERMS	13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) <input type="checkbox"/>		13b. RATING N/A	
14. METHOD OF SOLICITATION <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input checked="" type="checkbox"/> RFP		15. DELIVER TO Department of Veterans Affairs Greater Los Angeles Healthcare System 11301 Wilshire Blvd Los Angeles, CA 90073			
16. ADMINISTERED BY Department of Veterans Affairs Network Contracting Office 22 4811 Airport Plaza Drive Suite 600 Long Beach CA 90815		CODE 36C262			
17a. CONTRACTOR/OFFEROR TELEPHONE NO. _____ DUNS: _____ DUNS+4: _____	18a. PAYMENT WILL BE MADE BY Department of Veterans Affairs Financial Services Center Submit Invoices electronically to: www.tungsten-network.com PHONE: 877-489-6135 FAX: _____		18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM		
17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER <input type="checkbox"/>		19. ITEM NO. 20. See CONTINUATION Page SCHEDULE OF SUPPLIES/SERVICES			
Contractor shall provide General Waste Removal and Disposal Services and the revenue generation for hauling of recyclable materials for the VA Greater Los Angeles Healthcare System (VAGLAHS), Sepulveda Ambulatory Care Center (SACC) and Los Angeles Ambulatory Care Center (LAACC).  Refer to Subsequent pages  This requirement is set-aside 100% for Service Disabled Veteran-Owned Small Businesses (SDVOSB)  (Use Reverse and/or Attach Additional Sheets as Necessary)		21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
25. ACCOUNTING AND APPROPRIATION DATA See CONTINUATION Page 691-3680162-5071-856700-2542 010056100		26. TOTAL AWARD AMOUNT (For Govt. Use Only)			
27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA <input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.		27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED			
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN <u>1</u> COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED		29. AWARD OF CONTRACT: REF. _____ OFFER DATED _____ YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN IS ACCEPTED AS TO ITEMS:			
30a. SIGNATURE OF OFFEROR/CONTRACTOR		31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)			
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)	30c. DATE SIGNED	31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) Imelda Martinez Contracting Officer		31c. DATE SIGNED	

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SECTION B – CONTRACT ADMINISTRATION DATA

**B.1 CONTRACT ADMINISTRATION DATA**

**1. CONTRACT ADMINISTRATION:** All contract administration matters will be handled by the following individuals:

a. CONTRACTOR: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

b. GOVERNMENT: Department of Veterans Affairs  
VISN 22 - Network Contracting Office (36C262)  
Imelda Martinez, Contracting Officer  
4811 Airport Plaza Drive, Suite 600  
Long Beach, CA 90515

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

52.232-34, Payment by Electronic Funds Transfer - Other than System for Award Management, or

**3. INVOICES:** Invoices shall be submitted in arrears:

a. Monthly  in the arrears

**4. GOVERNMENT INVOICE INFORMATION:** All invoices from the contractor shall be submitted **electronically** via the Tungsten-Network system to the following address:

Department of Veterans Affairs  
Financial Services Center  
<http://www.tungsten-network.com>

**5. ACKNOWLEDGEMENT OF AMENDMENTS:** The offeror acknowledges receipt of amendments to the Solicitation numbered and dated as follows:

AMENDMENT NO	DATE

**6. REQUIRED REGISTRATION WITH SYSTEM FOR AWARD MANAGEMENT (SAM):**

Federal Acquisition Regulations require all contractors conducting business with the Government to be registered in two separate and individual online databases: 1) the System for Award Management (SAM) Government-wide online database for the provision of basic information relative to contract awards; and 2) the Past Performance Information Retrieval System (PPIRS) for online evaluation of your performance. Award cannot be made to a contractor not registered in both of these database systems.

Pursuant to the General Services Administration (GSA) implementing the, System for Award Management (SAM), on July 29, 2012 after initial registration, the Contractor is required to update registration data as changes occur and must re-register annually to ensure all data remains current. Noncompliance with this requirement will preclude the exercising of any option periods that may be included herein and will be cause for termination of the contract at such time noncompliance is discovered. Refer to cited website for more details.

You may accomplish these registrations online at the following web sites:

SAM – <https://www.sam.gov>

PPIRS - [www.ppirs.gov](http://www.ppirs.gov)

**7. DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER:**

In accordance with FAR Provision 52.212-1 paragraph (j), please provide the Dun and Bradstreet Number assigned to your firm in the space provided below:

DUNS# \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_

## **B.2 LIMITATIONS ON SUBCONTRACTING-- MONITORING AND COMPLIANCE (JUN 2011)**

This solicitation includes VAAR 852.219-10 VA Notice of Total Service- Disabled Veteran-Owned Small Business Set-Aside. 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.

**B.3 SCHEDULE OF SERVICES AND PRICES:**

This is a firm fixed price contract for General Waste Removal and Disposal Services and the Revenue Generation for hauling of Recyclables for three VA facilities: The VA Greater Los Angeles Healthcare System (VAGLAHS) located at 11301 Wilshire Blvd, Los Angeles, CA 90047, the Sepulveda Ambulatory Care Center located at 16111 Plummer Street, North Hills, CA 91343 and the Los Angeles Ambulatory Care Center located at 351 East Temple Street, Los Angeles, CA 90012.

The contract period shall be for one (1) base year, with the Government having the option to exercise four (4) one-year option periods.

**BASE YEAR: SEPTEMBER 1, 2018 THROUGH AUGUST 31, 2019**

<b>ITEM NO.</b>	<b>DESCRIPTION</b>	<b>QTY</b>	<b>UNIT</b>	<b>UNIT COST</b>	<b>TOTAL COST</b>
<b>0001</b>	General Waste Removal and Disposal Services - VAGLAHS	<b>12</b>	<b>MO</b>	\$ _____	\$ _____
<b>0002</b>	General Waste Removal and Disposal Services – Sepulveda	<b>12</b>	<b>MO</b>	\$ _____	\$ _____
<b>0003</b>	General Waste Removal and Disposal Services – LAACC	<b>12</b>	<b>MO</b>	\$ _____	\$ _____
<b>TOTAL COST FOR BASE YEAR:</b>					\$ _____

**OPTION YEAR ONE: SEPTEMBER 1, 2019 THROUGH AUGUST 31, 2020**

ITEM NO.	DESCRIPTION	QTY	UNIT	UNIT COST	TOTAL COST
1001	General Waste Removal and Disposal Services - VAGLAHS	12	MO	\$ _____	\$ _____
1002	General Waste Removal and Disposal Services – Sepulveda	12	MO	\$ _____	\$ _____
1003	General Waste Removal and Disposal Services – LAACC	12	MO	\$ _____	\$ _____
<b>TOTAL COST FOR OPTION YEAR ONE:</b>					\$ _____

**OPTION YEAR TWO: SEPTEMBER 1, 2020 THROUGH AUGUST 31, 2021**

ITEM NO.	DESCRIPTION	QTY	UNIT	UNIT COST	TOTAL COST
2001	General Waste Removal and Disposal Services - VAGLAHS	12	MO	\$ _____	\$ _____
2002	General Waste Removal and Disposal Services – Sepulveda	12	MO	\$ _____	\$ _____
2003	General Waste Removal and Disposal Services – LAACC	12	MO	\$ _____	\$ _____
<b>TOTAL COST FOR OPTION YEAR TWO:</b>					\$ _____

**OPTION YEAR THREE: SEPTEMBER 1, 2021 THROUGH AUGUST 31, 2022**

ITEM NO.	DESCRIPTION	QTY	UNIT	UNIT COST	TOTAL COST
3001	General Waste Removal and Disposal Services - VAGLAHS	12	MO	\$ _____	\$ _____
3002	General Waste Removal and Disposal Services – Sepulveda	12	MO	\$ _____	\$ _____
3003	General Waste Removal and Disposal Services – LAACC	12	MO	\$ _____	\$ _____
<b>TOTAL COST FOR OPTION YEAR THREE:</b>					\$ _____

**OPTION YEAR FOUR: SEPTEMBER 1, 2022 THROUGH AUGUST 31, 2023**

ITEM NO.	DESCRIPTION	QTY	UNIT	UNIT COST	TOTAL COST
4001	General Waste Removal and Disposal Services - VAGLAHS	12	MO	\$ _____	\$ _____
4002	General Waste Removal and Disposal Services – Sepulveda	12	MO	\$ _____	\$ _____
4003	General Waste Removal and Disposal Services – LAACC	12	MO	\$ _____	\$ _____
<b>TOTAL COST FOR OPTION YEAR FOUR:</b>					\$ _____

**AGGREGATE TOTAL COST FOR BASE YEAR PLUS FOUR ONE-YEAR OPTION PERIODS:**

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

## **B.4 SCHEDULE OF SERVICES AND PRICES FOR THE RECYCLABLES**

Contractor shall be responsible for Picking up and Hauling of Recyclable Materials for the Department of Veterans Affairs Greater Los Angeles Healthcare System (VAGLAHS), for three facilities: VAGLAHS and the Sepulveda Ambulatory Care Center and the Los Angeles Ambulatory Care Clinic, see Item No. 30 of the Description/Specifications/Work Statement and Requirements entitled Revenue Generation for Hauling of Recyclable Materials.

Contractor shall be responsible for picking up and recycling additional but not limited to the following items: plastics, metals, cardboard paper, toner cartridges, and E-Waste (electronic equipment). E-Waste includes: Printers, computer equipment, scanners, test equipment, power equipment cameras, PDA's, telephones, audio equipment, fax machines, communication systems, VCR's televisions and any common electronic products or components. The unit of issue for all of the above shall be per ton.

Contractor shall be responsible for picking-up recyclables at all three facilities on the days listed on Exhibit 1, same days as the trash pick-up disposal schedule.

The period of performance shall be for one Base year with the Government having the option to exercise four, one-year option periods.

Pull charge as used in this contract shall be defined as the charge for picking up the recyclable materials at each of the facilities during the contract period.

Unit Range as used in this contract shall be defined as the breakdown of the various commodities that are being recycled by the three facilities.

**MARKET PRICES:** Prices can fluctuate within any of the periods. The Contractor shall be responsible for notifying the Contracting Officer and/or the Contracting Officer's Representative (COR) of any significant market changes regarding the hauling of the recyclable materials.

By recycling the items below the VA is in compliance with the Environmental Protection Agency (EPA) and the Green Environmental Management System (GEMS), increasing efficiency and reducing waste for the Department of Veterans Affairs.

**NOTE:** Only the monthly service prices from the B.3 Schedule of Services and Prices shall be used for the price analysis.

**BASE YEAR PERIOD: SEPTEMBER 1, 2018 THROUGH AUGUST 31, 2019**

	<b>DESCRIPTION</b>	<b>UNIT</b>	<b>SCOPE</b>	<b>REVENUE GENERATED</b>
1.	Roll – off container for baled cardboard a. \$ _____ per ton b. Free pull charge	<b>TON</b>	<b>RANGE</b>	
2.	Roll – off container for loose cardboard a. \$ _____ per ton for 1-3,000 lbs b. \$ _____ per ton for 3,001-7,000 lbs c. \$ _____ per ton for over 7,000 lbs d. Free pull charge	<b>TON</b>	<b>RANGE</b>	
3.	Roll – off container for books and magazines a. \$ _____ per ton b. Free pull charge	<b>TON</b>	<b>RANGE</b>	
4.	Roll – off container form mixed white office paper, newspaper, color ledger, computer paper, shredded and baled white paper. a. \$ _____ per ton for white ledger/ Computer paper b. \$ _____ per ton for newspaper c. \$ _____ per ton for color ledger d. \$ _____ per ton for shredded and baled white paper e. Free pull charge	<b>TON</b>	<b>RANGE</b>	
5.	Roll – off container for E-Waste (Electronic Equipment), reference Section B.4, paragraph 2. a. \$ _____ per ton b. Free pull charge	<b>TON</b>	<b>RANGE</b>	
6.	Roll – off containers for scrap metals a. \$ _____ per ton b. Free pull charge	<b>TON</b>	<b>RANGE</b>	
7.	Roll – off container for baled plastic bottles (white bottles only) a. \$ _____ per ton b. Free pull charge	<b>TON</b>	<b>RANGE</b>	
8.	Wooden Pallets a. \$ _____ each b. Free pull charge	<b>EACH</b>		
	<b>PRICES BASED ON CURRENT MARKET</b>			

**OPTION YEAR ONE: SEPTEMBER 1, 2019 THROUGH AUGUST 31, 2020**

	<b>DESCRIPTION</b>	<b>UNIT</b>	<b>SCOPE</b>	<b>REVENUE GENERATED</b>
1.	Roll – off container for baled cardboard a. \$ _____ per ton b. Free pull charge	<b>TON</b>	<b>RANGE</b>	
2.	Roll – off container for loose cardboard a. \$ _____ per ton for 1-3,000 lbs. b. \$ _____ per ton for 3,001-7,000 lbs. c. \$ _____ per ton for over 7,000 lbs. d. Free pull charge	<b>TON</b>	<b>RANGE</b>	
3.	Roll – off container for books and magazines a. \$ _____ per ton b. Free pull charge	<b>TON</b>	<b>RANGE</b>	
4.	Roll – off container form mixed white office paper, newspaper, color ledger, computer paper, shredded and baled white paper. a. \$ _____ per ton for white ledger/ Computer paper b. \$ _____ per ton for newspaper c. \$ _____ per ton for color ledger d. \$ _____ per ton for shredded and baled white paper e. Free pull charge	<b>TON</b>	<b>RANGE</b>	
5.	Roll – off container for E-Waste (Electronic Equipment), reference Section B.4, paragraph 2. a. \$ _____ per ton b. Free pull charge	<b>TON</b>	<b>RANGE</b>	
6.	Roll – off containers for scrap metals a. \$ _____ per ton b. Free pull charge	<b>TON</b>	<b>RANGE</b>	
7.	Roll – off container for baled plastic bottles (white bottles only) a. \$ _____ per ton b. Free pull charge	<b>TON</b>	<b>RANGE</b>	
8.	Wooden Pallets a. \$ _____ each b. Free pull charge	<b>EACH</b>		
	<b>PRICES BASED ON CURRENT MARKET</b>			

**OPTION YEAR TWO: SEPTEMBER 1, 2020 THROUGH AUGUST 31, 2021**

	<b>DESCRIPTION</b>	<b>UNIT</b>	<b>SCOPE</b>	<b>REVENUE GENERATED</b>
1.	Roll – off container for baled cardboard a. \$ _____ per ton b. Free pull charge	<b>TON</b>	<b>RANGE</b>	
2.	Roll – off container for loose cardboard a. \$ _____ per ton for 1-3,000 lbs. b. \$ _____ per ton for 3,001-7,000 lbs. c. \$ _____ per ton for over 7,000 lbs. d. Free pull charge	<b>TON</b>	<b>RANGE</b>	
3.	Roll – off container for books and magazines a. \$ _____ per ton b. Free pull charge	<b>TON</b>	<b>RANGE</b>	
4.	Roll – off container form mixed white office paper, newspaper, color ledger, computer paper, shredded and baled white paper. a. \$ _____ per ton for white ledger/ Computer paper b. \$ _____ per ton for newspaper c. \$ _____ per ton for color ledger d. \$ _____ per ton for shredded and baled white paper e. Free pull charge	<b>TON</b>	<b>RANGE</b>	
5.	Roll – off container for E-Waste (Electronic Equipment), reference Section B.4, paragraph 2. a. \$ _____ per ton b. Free pull charge	<b>TON</b>	<b>RANGE</b>	
6.	Roll – off containers for scrap metals a. \$ _____ per ton b. Free pull charge	<b>TON</b>	<b>RANGE</b>	
7.	Roll – off container for baled plastic bottles (white bottles only) a. \$ _____ per ton b. Free pull charge	<b>TON</b>	<b>RANGE</b>	
8.	Wooden Pallets a. \$ _____ each b. Free pull charge	<b>EACH</b>		
	<b>PRICES BASED ON CURRENT MARKET</b>			

**OPTION YEAR THREE: SEPTEMBER 1, 2021 THROUGH AUGUST 31, 2022**

	<b>DESCRIPTION</b>	<b>UNIT</b>	<b>SCOPE</b>	<b>REVENUE GENERATED</b>
1.	Roll – off container for baled cardboard a. \$ _____ per ton b. Free pull charge	<b>TON</b>	<b>RANGE</b>	
2.	Roll – off container for loose cardboard a. \$ _____ per ton for 1-3,000 lbs. b. \$ _____ per ton for 3,001-7,000 lbs. c. \$ _____ per ton for over 7,000 lbs. d. Free pull charge	<b>TON</b>	<b>RANGE</b>	
3.	Roll – off container for books and magazines a. \$ _____ per ton b. Free pull charge	<b>TON</b>	<b>RANGE</b>	
4.	Roll – off container form mixed white office paper, newspaper, color ledger, computer paper, shredded and baled white paper. a. \$ _____ per ton for white ledger/ Computer paper b. \$ _____ per ton for newspaper c. \$ _____ per ton for color ledger d. \$ _____ per ton for shredded and baled white paper e. Free pull charge	<b>TON</b>	<b>RANGE</b>	
5.	Roll – off container for E-Waste (Electronic Equipment), reference Section B.4, paragraph 2. a. \$ _____ per ton b. Free pull charge	<b>TON</b>	<b>RANGE</b>	
6.	Roll – off containers for scrap metals a. \$ _____ per ton b. Free pull charge	<b>TON</b>	<b>RANGE</b>	
7.	Roll – off container for baled plastic bottles (white bottles only) a. \$ _____ per ton b. Free pull charge	<b>TON</b>	<b>RANGE</b>	
8.	Wooden Pallets a. \$ _____ each b. Free pull charge	<b>EACH</b>		
	<b>PRICES BASED ON CURRENT MARKET</b>			

**OPTION YEAR FOUR: SEPTEMBER 1, 2022 THROUGH AUGUST 31, 2023**

	<b>DESCRIPTION</b>	<b>UNIT</b>	<b>SCOPE</b>	<b>REVENUE GENERATED</b>
1.	Roll – off container for baled cardboard a. \$ _____ per ton b. Free pull charge	<b>TON</b>	<b>RANGE</b>	
2.	Roll – off container for loose cardboard a. \$ _____ per ton for 1-3,000 lbs. b. \$ _____ per ton for 3,001-7,000 lbs. c. \$ _____ per ton for over 7,000 lbs. d. Free pull charge	<b>TON</b>	<b>RANGE</b>	
3.	Roll – off container for books and magazines a. \$ _____ per ton b. Free pull charge	<b>TON</b>	<b>RANGE</b>	
4.	Roll – off container form mixed white office paper, newspaper, color ledger, computer paper, shredded and baled white paper. a. \$ _____ per ton for white ledger/ Computer paper b. \$ _____ per ton for newspaper c. \$ _____ per ton for color ledger d. \$ _____ per ton for shredded and baled white paper e. Free pull charge	<b>TON</b>	<b>RANGE</b>	
5.	Roll – off container for E-Waste (Electronic Equipment), reference Section B.4, paragraph 2. a. \$ _____ per ton b. Free pull charge	<b>TON</b>	<b>RANGE</b>	
6.	Roll – off containers for scrap metals a. \$ _____ per ton b. Free pull charge	<b>TON</b>	<b>RANGE</b>	
7.	Roll – off container for baled plastic bottles (white bottles only) a. \$ _____ per ton b. Free pull charge	<b>TON</b>	<b>RANGE</b>	
8.	Wooden Pallets a. \$ _____ each b. Free pull charge	<b>EACH</b>		
	<b>PRICES BASED ON CURRENT MARKET</b>			

## **B.4 DESCRIPTION/SPECIFICATIONS/WORK STATEMENT AND REQUIREMENTS**

### **1. SCOPE OF WORK:**

The Contractor shall provide General Waste Removal and Disposal Services and the Revenue Generation for hauling of Recyclable Materials for three VA facilities: The VA Greater Los Angeles Healthcare System (VAGLAHS) located at 11301 Wilshire Blvd, Los Angeles, CA 90073, the VA Sepulveda Ambulatory Care Center (SACC) located 16111 Plummer Street, North Hills, CA 91343 and the VA Los Angeles Ambulatory Care Center (LAACC) located at 351 E. Temple Street, Los Angeles, CA 90012. The estimated amount of compacted and general waste to be pick-up and disposed of by the Contractor is approximately 342 tons per month.

The Contractor shall provide all labor, supervision, containers/bins, equipment, supplies, trucks, compactors, fuel and insurance to provide all services stated in this Statement of Work (SOW).

Prices listed in the schedule are to be all inclusive for all equipment, supplies, trucks, compactors, fuel and services provided. All supplies and services shall be furnished F.O.B. Destination. Additional charges such as delivery fees, environmental fees, fuel surcharges, relocation of trash containers on VA grounds, etc. shall **NOT** be billed for, or collected from the Government for orders received under this contract.

### **2. DEFINITION OF TRASH:**

The term “trash” as used herein shall mean all debris and waste accumulated at the VA Greater Los Angeles Campuses, including but not limited to the following: paper, cartons, metal, glass, floor sweepings, wood, coffee grounds, tree leaves, cardboard containers, citrus rinds, melon rinds, fruits, and other non-edible garbage, bricks, concrete and is not considered to harbor any viable pathogens nor hazardous materials.

### **3. CONTRACTOR-OWNED TRASH COMPACTOR TRUCKS:**

The Contractor shall provide a rear loader truck that is compatible with the existing VA Medical Center compactor manufactured by Seabright Product, Inc., model numbers 4064 (30 cubic yd.) and 3260 (15 cubic yd.) and a front loader truck capable of performing the tasks outlined in this contract. The trucks used by the contractor to receive and dispose of all trash shall be equipped with a hack-bell, or similar warning device to alert pedestrians and other traffic, when the vehicle is backing up.

The contractor trucks shall not dispose of, or drain off liquid accumulation on VA grounds, except within the bin enclosure area. The Contractor’s personnel shall immediately clean up any spills of oil, or other fluids, caused by malfunctions of the engine or hydraulics. The Contractor’s personnel shall pick-up and clean up all loose trash upon separation of each container or compactor and leave the area clean.

The Contractor shall be responsible for storage and maintenance of their trucks. The Contractor’s personnel shall not leave any of their vehicles on the VA facility grounds.

**4. SANITARY CONDITIONS:**

The Contractor shall be required to dispose of the trash in such a manner that shall not create conditions detrimental to public health or to constitute a public nuisance. The Contractor shall abide with all federal, state, and local laws, rules, and regulations governing removal and hauling of waste materials.

Collections must be made in containers which must be fully enclosed, rat-proof, leak proof and fire retardant.

Containers must be kept clean, sanitized, and after dumping, lids must be closed. Any trash or garbage scattered by the Contractor, or their equipment on the facility's grounds must be picked-up and disposed of properly.

**5. CONTRACTOR-OWNED CONTAINERS:**

The Contractor shall furnish the required number of containers, in the approximate sizes, types, and configurations listed in EXHIBIT I, TRASH PICK-UP DISPOSAL SCHEDULE. The Contractor shall close the lids on all Government owned 32-gallon or larger trash containers after dumping the trash.

Contractor owned containers shall be kept in a neat appearance, repaired and/or painted as appropriate (i.e., appearance of rust spots, stains, excessively chipped areas, punctured holes, missing covers, lids or doors, etc.). The Contractor's driver is responsible for identifying required repairs. Containers not suitable because of age or condition shall be replaced within seven (7) business days from the date the notification is submitted to the Contractor by the Contracting Officer's Representative (COR) or Contracting Officer (CO).

The Contractor-furnished dumpsters/containers shall be fitted with a molded P.V.C. plastic top that allows easy access to deposit refuse and pose no danger to patients or employees. The lid shall be light in weight and easy to lift and close. All 3 and 6-yard containers/bins shall be outfitted on wheels except at buildings/areas where the container/s are located on a dock hilly terrain or as specified by the COR or CO. Government owned containers shall remain at the locations indicated on Exhibit 1.

**6. CONTRACTOR AND GOVERNMENT OWNED CONTAINERS:**

	<u>SIZE</u>	<u>NUMBER OF CONTAINERS</u>
Contractor Owned Containers:		
	6 Cubic Yards	66
	40 Cubic Yards	70
Government Owned Containers:		
	3 Cubic Yards	1
	6 Cubic Yards	1 (Bldg. 509)
	15 Cubic Yards	3 (Compactors)
	20 Cubic Yards	1 (Compactor)
	40 Cubic Yards	8 (2-SAAC, 6-GLA)
	35 Cubic Yards	5 (Compactors)

**7. INITIAL DELIVERY OF CONTACTOR OWNED CONTAINERS:**

Within two business days prior to the effective date of the contract, the Contractor shall make arrangements with the COR to have their containers delivered to the designated sites at each of the VA facilities.

**8. CLEANING CONTAINERS:**

The compactor bin at Bldg. 500 VAGLAHS, and Bldg's. 200, 99 and 20 at the Sepulveda Campus shall be tipped to permit water drainage into the surface drain within the bin enclosure area. Spillage onto non-drainage surface shall be cleaned immediately.

Compactor Cleaning shall be completed once per month and as needed to removed excess trash and for odor control. The area underneath the compactor and the tracks shall be cleaned and kept free of falling debris and trash after each service. Small Compactors at Sepulveda Buildings 1, 10 and 25 shall be cleaned as required and/or as needed after each service.

**9. TRASH PICK-UP DISPOSAL SCHEDULE:**

The Contractor shall provide the various types and sizes of containers, (unless specified as Government owned) pick-up and dispose all miscellaneous trash and non-edible garbage and any other general waste every day, Monday through Saturday (as required, see Exhibit I for individual stops). Trash pick-up for the 6-yard containers/bins shall be made between the hours of 7:00 A.M. and 11:00 A.M.

The pick-up time at Bldg. 300 shall be coordinated with the COR and VA Food Service Section, at approximately 10:00 a.m. each day to allow surface cleaning around the containers. In the event that delivery truck(s) are blocking the trash bins at Building 300, Contractor employee(s) is/are to physically request the delivery truck driver to move the vehicle or contact VA personnel at Environmental Management Service (EMS). If there is no response from either of those numbers, please contact the COR/Hospital Housekeeping Officer. Trucks shall be moved within fifteen (15) minutes once the delivery truck driver is contacted. Emptying of bins shall be completed in approximately five (5) minutes. The VA shall provide the Contractor with a list of POC's and phone numbers whom the Contractor could contact if needed and/or required.

The pick-up time at Bldg. 500 compactor bin shall be made between the hours of 5:00 A.M. to 7:00 A.M. The Government owns two compactors bins for use at Building 500. The Contractor shall exchange the full compactor bin with a Government owned empty bin prior to hauling the full bin from the compactor bin area. The pick-up time for 4 and 6-yard containers/bins throughout GLA and SAAC campuses shall be made between the hours of 7:00am – 11:00am.

**10. TRASH PICK-UP AS-NEEDED BASIS:**

The procedures for pick-up on an as-needed basis are indicated in the Exhibit I, Trash Pick-up Disposal Schedule. Any additional pick-ups shall be scheduled with the Contractor as noted below.

EMS shall fax/e-mail or phone in their requests for pick-up to the number and/or e-mail address that the Contractor indicates below. The Contractor shall be required to respond to the request for pick-up within two (2) hours after the VA faxes/e-mails the request. The request shall indicate the size of the container, type of container, building location, name and phone number of VA personnel point of contact. All requests for as-needed pick-up or additional pick-up shall be made on the following calendar day.

Contractor Fax No: \_\_\_\_\_

E-mails addresses: \_\_\_\_\_

**11. MISSED PICK-UP:**

In the event the Contractor misses a pick-up, the Contractor shall be required to return to the facility that same day for pick-up of that container.

Upon discovery that a pick-up was missed the COR, or EMS personnel shall email, fax or phone in the notice of a missed pick-up to the Contractor. The Contractor shall pick up the container the same day, and notify the COR/Hospital Housekeeping Officer, when the pick-up has been completed.

**12. WEIGHT TICKETS:**

The Contractor shall provide a record (weight ticket) of the actual weight of refuse picked-up and delivered to the landfill. Contractor shall remove and dispose of an average of 12 tons of compacted and general waste per day. Weight tickets shall indicate the weight of general waste and trash removed from each facility separately. **Waste generated by the VA shall not be co-mingled and/or hauled in the same trash compactor truck with waste generated by other facilities or agencies serviced by the Contractor.**

The Contractor shall provide and submit all refuse disposal receipts and/or weight tickets in the arrears to the COR/Hospital Housekeeping Officer at Bldg. 218 Rm. 300 at VAGLAHS, no later than the 5<sup>th</sup> workday of the following month from when services were provided. Monthly invoices submitted to the COR shall report the weight of general waste removed from the VAGLAHS Campuses, indicating each facility separately, after verification that the invoices are properly submitted, the COR shall notify the Contractor 2 days later or by the 7<sup>th</sup> workday of the following month to go ahead and submit the invoices to Austin electronically for payment through the Tungsten-Network System. Invoices shall not be paid unless valid refuse disposal receipts and/or weight tickets are received.

**13. CONTRACTOR RESPONSIBILITIES:**

It is the responsibility of the Contractor to provide all services in accordance with applicable solid waste disposal codes and regulations, including the payment of any applicable fees that are mandated by the city, state, federal, etc. in order for the Contractor to retain his/her permits and/or licenses.

**14. LANDFILL:**

General waste shall be disposed of at a permitted landfill under the provisions and guidelines set forth by the California Integrated Waste Management Board. **Contractor shall furnish proof of guaranteed available dumping privileges with their proposal.**

Once contract award has been made, the VA reserves the right to request proof of guaranteed available dumping privileges from the Contractor at any time during the contract period. **All costs associated with the landfill shall be included in the unit prices proposed by the Contractor.**

**15. QUALITY CONTROL:**

It is the Contractor's responsibility to provide a quality control mechanism to ensure that work performance conforms to the requirements of the contract. The name and telephone number of the quality control person(s) shall be submitted with their proposal. When the quality control person has been contacted he/she shall respond within two hours after being notified, if after 2:00 pm he/she shall respond on the next business day.

**16. RELOCATION OF RECEPTACLES:**

Pick-up schedule may be revised due to changes in the location of receptacles. The Government shall give the Contractor a minimum of three (3) working day notice, in writing, prior to the relocation of receptacles and subsequent changes to the pick-up schedule. The service to relocate receptacles shall be part of the contract requirements, and shall be at no additional cost to the Government.

**17. REPLACEMENT OF LOST OR DAMAGED CONTAINERS AND/OR EQUIPMENT:**

The cost for replacement of broken, damaged or lost containers and/or equipment shall be the responsibility of the Contractor. The Government shall not be liable and/or billed for any replacement of broken, damaged and/or lost containers.

**18. CONTRACTOR PERSONNEL:**

All Contractor personnel assigned to the performance of this contract shall wear a Contractor-provided uniform and badge that clearly identifies the individual as a Contractor. The parties agree that the Contractor personnel working under this contract shall not be considered VA employees for any purpose and shall be considered employees of the Contractor.

The Contractor shall ensure that their employees assigned to this contract, shall be cognizant of the VA's sexual harassment, drug-free workplace policies and other appropriate federal employment requirements.

The Contractor is responsible for providing fully knowledgeable, trained staff that is competent to meet the requirements of this contract and fulfill all obligations of this contract.

Contractor personnel shall be technically proficient in the skills necessary, to include

the ability to understand, speak fluently and comprehend the English language. Eating or smoking by Contractor personnel are permitted in designated areas only.

All tasks accomplished by the Contractor personnel shall be performed to preclude damage or defacement of Government-owned equipment and facilities. The Contractor shall be responsible for repair or replacement of Government-owned items or facilities to previous condition, if determined to be at fault by the COR.

#### **19. CONTRACTOR POINT OF CONTACT:**

The Contractor shall designate one (1) Point of Contact (POC) responsible for administrative matters in the performance of this contract. The POC shall have full authority to act for the Contractor on all matters relating to the daily performance of this contract. An alternate may be designated, but the Contractor shall notify the Contracting Officer and COR in writing those times when the alternate shall act as the POC.

The Contractor shall provide the name and telephone number of the person designated as Point of Contact and Alternate on the space below:

Point of Contact (Full Name):	
Telephone Number:	
E-mail Address:	
Alternate Point of Contact (Full Name):	
Telephone Number:	
E-mail Address:	

The POC shall be available by telephone Monday through Friday, between 7:00 a.m. to 4:00 p.m. including National Holidays.

#### **20. EVIDENCE OF INSURANCE COVERAGE:**

Prior to commencement of work to be performed, the Contractor shall furnish an insurance certificate indicating that the type of coverage, worker's compensation, professional liability insurance and vehicle insurance has been obtained and that it may not be changed or canceled without a guaranteed thirty (30) day notice to the CO.

- a. The Contractor shall maintain workers compensation and employee's public liability insurance and vehicle insurance in accordance with the laws of California.
- b. The Contractor shall abide with all applicable Federal and State laws regarding liability for the injury or death of an employee in performing the work under this contract and shall hold the Government harmless against any or all loss, cost, damage, claim expense or liability for accident or injury to persons or property occurring in the performance of this contract.

**21. HOURS OF SERVICE:**

The Contractor shall perform the General Waste Removal and Disposal Services during the hours of 07:30 a.m. to 4:00 p.m. Monday through Sunday including all National Holidays and in accordance with Exhibit I.

**22. NATIONAL HOLIDAYS:****THE CONTRACTOR SHALL BE REQUIRED TO PERFORM SERVICES ON ALL NATIONAL HOLIDAYS.**

New Year's Day	1 January
Martin Luther King's Birthday	Third Monday in January
President's Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	4 July
Labor Day	First Monday in September
Columbus Day	Second Monday in October
Veterans Day	11 November
Thanksgiving Day	4th Thursday in November
Christmas Day	25 December

When a holiday falls on a Sunday, the following Monday shall be observed as a legal holiday by U.S. Government agencies. When a holiday falls on a Saturday, the preceding Friday shall be observed as a legal holiday. Also, included would be any other day specifically declared by the President of the United States to be a National Holiday.

**23. SECURITY BACKGROUND CHECKS:**

The Contractor at the time of award shall certify that their employees working under this contract have had Security Background Checks initiated prior to working at the VAGLAHS, SACC and LAACC.

**Contractor Security Requirements.** The Office of Security and Law Enforcement provides Department-wide policy on the assignment of appropriate position sensitivity designations associated with Department of Veterans Affairs (VA) positions involving national security and public trust responsibilities, and on the level of background investigations required for applicants for, and incumbents of, those positions.

The cost for such investigations shall be borne by the Contractor, either in advance or as reimbursement to the Government. The level of sensitivity shall be determined by the Government on the basis of the type of access required. The level of sensitivity shall determine the depth of the investigation and the cost thereof. At this time, the current estimated costs for such investigations are as follows:

<b>LEVEL OF SENSITIVITY</b>	<b>BACKGROUND INVESTIGATION LEVEL</b>	<b>APPROXIMATE COST</b>
Low Risk	National Agency Check with Written Inquiries	\$ 381.00
Moderate Risk	Minimum Background Investigation	\$ 1,730.00
High Risk	Background Investigation	\$ 4,431.00

The Contractor shall be required to furnish all applicable employee information required to conduct the investigation, such as, but not limited to, the name, address, and social security number of the Contractor's personnel. The VA shall provide all the necessary instructions and guidance for submission of the documents required to conduct the background investigation. Background investigations shall not be required for contract personnel assigned to Low Risk/Non-sensitive positions for 180 days or less under a single contract or series of contracts. However, a Security Access Clearance (SAC) background screening shall be required for appropriate preliminary checks IAW VA Directive 0710.

### **IT C&A REQUIREMENTS**

The C&A requirements do not apply; therefore, a Security Accreditation Package is not required.

### **CONTRACTOR PERSONNEL SECURITY REQUIREMENTS:**

- a. Position Sensitivity - The position sensitivity for selected position(s) contract under this have been designated as follows:

**POSITION TITLE:**

Truck Drivers

**Assessed Risk Level:**

Low Risk - NACI

Background Investigation. The level of background investigation commensurate with the required level of access is Low Risk National Agency Check with Written inquiries (current cost: \$381).

- b. The contractor is encouraged to have all contractor personnel performing services in positions identified within this contract as requiring personal investigation to immediately download the background investigation packet from the website designated below upon notification of contract award.
- c. It is imperative for the contractor to provide to the Contracting Officer, within two business days following notification of contract award, a listing of all contractor personnel performing services in positions identified within this contract as requiring personal investigation for the process to commence. This list shall be submitted using Contract Security Services Request Form #1A, spreadsheet and shall reflect the following information:

Employee position/title

Employee name (last, first, middle (if none indicate "NMN"))

Social security number

Date of birth

City, state, and country of birth

Email address

Additionally, an email address for the Contractor's primary point of contact must be included on the forwarding document for the list of employees.

- d. The contractor shall ensure that all employees identified in the listing submit a complete background investigation packet. Additional guidance and information in completing the required forms, as well as forms for packet submission can be found at:  
<http://www1.va.gov/VABackgroundInvestigations/page.cJin?pg=2>
- e. The Contractor shall ensure that all personnel listed on the Addendum submit fingerprints as fingerprinting are required with the background investigation. Fingerprinting can be done at the nearest VA Facility. The Electronic Fingerprint Verification Form must be submitted with the above required forms.
- f. The Contractor shall inform their employee that when filling out Standard Form 85, that there should be no gaps in employment history. Any gaps in employment history on Standard Form 85 may result in OPM rejecting the documentation for investigation and delay contract performance.
- g. Contractor shall ensure that completed employee background paperwork is submitted to the following address within two (2) business days from date of notification of award to the following address:

Department of Veterans Affairs  
Greater Los Angeles Healthcare System  
Attn: Mr. Eugene Humphries  
Environmental Management Service  
11301 Wilshire Blvd  
Los Angeles, CA 90073

POC for the badging process to begin, sponsor designee

- h. When notified that complete and acceptable investigation packets have been received at Contracting, the Contractor shall be prepared for employees to commence work on the date and time established by the Contracting Officer at the time of such notification. If the contract involves on-station work, Contractor employees shall report to the office designated in the Contracting Officer's notification of contract effective date for issuance of VA Identification Cards.
- i. When notified of an unfavorable determination subsequent to investigation by the Government, the Contractor shall withdraw the employee from performing work under this contract, and, at the request of the VA, submit another employee for consideration.

**24. CONTRACTING OFFICER'S REPRESENTATIVES (COR):**

Delegation of Authority letter(s) shall be forwarded to the Contractor after contract award identifying the COR(s) and all representatives of VAGLAHS, SACC and the LAACC authorized to order services and to accept or reject services from the Contractor. This designation shall be furnished in writing to the Contractor prior to commencement of the contract.

The Contractor shall not accept any instructions issued by any other person(s) other than the CO or his/her delegated representative(s) acting within the limits of his/her authority. The COR shall be the Contractor's primary point-of-contact, and shall have limited authority in relation to the contract.

**25. AUTHORIZED SERVICES:**

The Contractor is advised that only the Contracting Officer, acting within the scope of the contract has the authority to make changes which may affect the contract terms and conditions quality, quantity, price, and/or delivery. The Contractor must contact the Contracting Officer for approval in the event there are changes prior to proceeding. No other individual has the authority to make this binding changes and/or commitments.

In the event that the Contractor commits to such changes at the direction of any person other than the Contracting Officer, the changes shall be considered to have been made without proper authority and no adjustment shall be made in contract price to cover any increase in costs incurred as a result thereof.

**26. IDENTIFICATION BADGE:**

An identification (ID) badge shall be issued by the VA to the Contractor personal providing the services to the VA. The appropriate ID badge shall be worn at all times while on Government facility grounds, clearly displayed on the outermost garment (i.e. coat, jacket, sweater, lab coat etc.).

**27. SMOKING POLICY:**

Smoking is prohibited inside any buildings at the VAMC. Smoking is not permitted within or around the VA Healthcare System facilities, except in designated areas.

**28. PARKING POLICY:**

It is the responsibility of Contractor personnel to park only in designated parking areas. Information on parking is available from the VA Police Section. The VA facilities shall not validate or make reimbursement for parking violations of the contractor's personnel under any circumstances.

**29. RETURN OF CONTRACTOR'S EQUIPMENT AND CONTRACTOR-OWNED CONTAINERS:**

Upon contract expiration, or earlier termination, the contractor shall arrange with the COR a time to pick-up the equipment and Contractor-owned containers. The Contractor must make arrangements for the equipment and containers to be removed from the VA facilities within three business days after contract expiration or cancellation. The Government shall not be responsible for any equipment and/or containers remaining at any of the three facilities and shall not be responsible for any cost associated with removing the equipment and/or containers from the facilities grounds.

**30. REVENUE GENERATION FOR HAULING OF RECYCLABLE MATERIALS:**

This contract provides for the generation of revenue from recycled materials for the Department of Veterans Affairs Greater Los Angeles Healthcare System (VAGLAHS), VA Sepulveda Ambulatory Care Center and the VA Los Angeles Ambulatory Care Center.

Contractor shall be responsible for the removal and transportation of recyclable commodities. Contractor shall be in compliance with all federal, state, and local laws, rules, and regulations governing recyclable materials and/or commodities. Contractor shall provide all of the required recyclable containers needed at each of the participating facilities.

Recyclable items included wood pallets, plastics, metals, cardboard paper, toner cartridges, and E-Waste (electronic equipment). E-Waste includes: Printers, computer equipment, scanners, test equipment, power equipment cameras, PDA's, telephones, audio equipment, fax machines, communication systems, VCR's televisions and any common electronic products or components.

Location of areas requiring hauling of recyclable commodities are the following:

VA Greater Los Angeles Healthcare System  
11301 Wilshire Blvd.  
Los Angeles, CA 90073

VA Sepulveda Ambulatory Care Center  
16111 Plummer Street  
North Hills, CA 91343.

VA Los Angeles Ambulatory Care Center  
351 East Temple Street  
Los Angeles, CA. 90012

Contractor shall issue a check to the Government for the recyclables monthly in the arrears; payment from all of the VA facilities indicated above shall be forwarded to the VAGLAHS, Environmental Management (137) office, Bldg. 218, Room 300, Attention: COR or Hospital Housekeeping Officer. Receipt shall include the appropriate line items itemized from the schedule of recyclables and the tonnage/weight from each of the facilities separately. Weight tickets shall be provided with each report and the revenue check.

- a. Prices quoted on the schedule for recyclables are current market prices and may fluctuate.
- b. Prices for the recyclables are subject to change based on current market conditions.
- c. Contractor shall provide the CO and the COR with new pricing information at least 60 days prior to exercising the next option period, if the prices change from the ones listed on the schedule of recyclables.

**RECYCLABLES:** Prices for recyclables are subject to change based on current market conditions.

**31. VA POLICIES:**

Possession of weapons is prohibited. Enclosed containers, including tool kits, are subject to search. Violations of VA regulations may result in citations answerable in the United States (Federal) District Court.

**32. INVOICE AND PAYMENT:**

Contractor shall submit monthly invoices in the arrears electronically via the Tungsten-Network System at the end of each month for payment of work completed in that billing period after obtaining approval for the COR to go ahead and submit the invoice. The COR shall be responsible for reviewing and approving the monthly invoices in the arrears before the Contractor submits the invoice electronically via the Tungsten-Network System at the end of each month for payment of work completed in that billing period. The COR shall notify the Contractor no later than the 7<sup>th</sup> workday of the following month to submit the monthly invoices in the arrears electronically for payment through the Tungsten-Network System for all three facilities.

Contractor shall submit the invoice electronically to:

Department of Veterans Affairs  
Financial Services Center  
<http://www.tungsten-network.com>  
(toll-free telephone number: (877) 489-6135)

The invoice MUST be itemized to include the following information. Any information listed below that is not provided on an invoice, will render that invoice incomplete and the invoice will be returned for immediate correction.

- a. Description of Services
- b. Period of performance
- c. Date of invoice and invoice number
- d. Unit cost billed
- e. Extended amount due
- f. Contract number and obligation number.
- g. Weight of general waste removed for each facility separately
- h. Refuse disposal receipts and weight tickets for each facility separately.

If there are any errors with the monthly invoices the COR shall notify the contractor immediately and the Contractor shall correct the invoices and resubmit them to the COR for review and approval giving the COR an additional three days before submitting the invoices through the Tungsten-Network System.

Invoices sent to other than the above website will delay payment to the Contractor and failure to comply with the above information shall delay payment to the Contractor.

**32. POST AWARD CONFERENCE:**

The Contracting Officer shall schedule a post-award conference with the Contractor, for contract orientation purposes after contract award.

## SECTION C - CONTRACT CLAUSES

### C.1 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS—COMMERCIAL ITEMS (JAN 2018)

(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:

(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 (JAN 2018) (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)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Items (May 2008) (42 U.S.C.6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

(ii) Alternate I (MAY 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

(36) 52.223-11, Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (JUN 2016) (E.O. 13693).

(37) 52.223-12, Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (JUN 2016) (E.O. 13693).

(38)(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.

(39)(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.

- (40) 52.223-15, Energy Efficiency in Energy-Consuming Products (DEC 2007)(42 U.S.C. 8259b).
- (41)(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.
- (42) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (AUG 2011)
- (43) 52.223-20, Aerosols (JUN 2016) (E.O. 13693).
- (44) 52.223-21, Foams (JUN 2016) (E.O. 13693).
- (45) (i) 52.224-3, Privacy Training (JAN 2017) (5 U.S.C. 552a).
- (ii) Alternate I (JAN 2017) of 52.224-3.
- (46) 52.225-1, Buy American—Supplies (MAY 2014) (41 U.S.C. chapter 83).
- (47)(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.
- (48) 52.225–5, Trade Agreements (OCT 2016) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).
- (49) 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).
- (50) 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).
- (51) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).
- (52) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).
- (53) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).
- (54) 52.232-30, Installment Payments for Commercial Items (JAN 2017) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).
- (55) 52.232-33, Payment by Electronic Funds Transfer—System for Award Management (Jul 2013) (31 U.S.C. 3332).

(56) 52.232-34, Payment by Electronic Funds Transfer—Other than System for Award Management (Jul 2013) (31 U.S.C. 3332).

(57) 52.232-36, Payment by Third Party (MAY 2014) (31 U.S.C. 3332).

(58) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

(59) 52.242-5, Payments to Small Business Subcontractors (JAN 2017)(15 U.S.C. 637(d)(12)).

(60)(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
Truckdriver, Medium	\$20.63 + \$4.41 = \$25.04
Truckdriver, Heavy	\$21.78 + \$4.41 = \$26.19

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

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

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

(xix) 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).

(xx) 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.

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

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

(End of Clause)

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

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

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

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

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

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

(End of Clause)

### **C.5 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.6 VAAR 852.232-72 ELECTRONIC SUBMISSION OF PAYMENT REQUESTS (NOV 2012)**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(End of Clause)

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

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

(End of Clause)

## C.8 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/>

<b><u>FAR</u></b> <b><u>Number</u></b>	<b><u>Title</u></b>	<b><u>Date</u></b>
52.204-18	COMMERCIAL AND GOVERNMENT ENTITY CODE MAINTENANCE	JUL 2016
52.212-4	CONTRACT TERMS AND CONDITIONS—COMMERCIAL ITEMS	JAN 2017
52.232-18	AVAILABILITY OF FUNDS	APR 1984
52.232-19	AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR	APR 1984
52.232-40	PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS	DEC 2013
52.237-1	SITE VISIT	APR 1984
52.237-2	PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATION	APR 1984
52.245-1	GOVERNMENT PROPERTY	JAN 2017
52.245-9	USE AND CHARGES	APR 2012
852.203-70	COMMERCIAL ADVERTISING	MAY 2018
852.246-71	INSPECTION	JAN 2008
852.273-70	LATE OFFERS	JAN 2003

(End of Clause)

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

**ATTACHMENT 1: P12 EXHIBIT I – TRASH PICK-UP DISPOSAL SCHEDULE**

**ATTACHMENT 2: P07 WAGE DETERMINATION RATES – LOS ANGELES  
COUNTY 2015-5613 Rev 9 1-10-2018.**

## SECTION E - SOLICITATION PROVISIONS

### E.1 52.212-1 INSTRUCTIONS TO OFFERORS—COMMERCIAL ITEMS (JAN 2017)

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

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

- (1) The solicitation number;
- (2) The time specified in the solicitation for receipt of offers;
- (3) The name, address, and telephone number of the offeror;
- (4) A technical description of the items being offered in sufficient detail to evaluate compliance with the requirements in the solicitation. This may include product literature, or other documents, if necessary;
- (5) Terms of any express warranty;
- (6) Price and any discount terms;
- (7) "Remit to" address, if different than mailing address;
- (8) A completed copy of the representations and certifications at FAR 52.212-3 (see FAR 52.212-3(b) for those representations and certifications that the offeror shall complete electronically);
- (9) Acknowledgment of Solicitation Amendments;
- (10) Past performance information, when included as an evaluation factor, to include recent and relevant contracts for the same or similar items and other references (including contract numbers, points of contact with telephone numbers and other relevant information); and
- (11) If the offer is not submitted on the SF 1449, include a statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation. Offers that fail to furnish required representations or information, or reject the terms and conditions of the solicitation may be excluded from consideration.

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

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

(e) *Multiple offers.* Offerors are encouraged to submit multiple offers presenting alternative terms and conditions, including alternative line items (provided that the alternative line items are consistent with subpart 4.10 of the Federal Acquisition Regulation), or alternative commercial items for satisfying the requirements of this solicitation. Each offer submitted will be evaluated separately.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

GSA Federal Supply Service Specifications Section

Suite 8100 470 East L'Enfant Plaza, SW

Washington, DC 20407

Telephone (202) 619-8925

Facsimile (202) 619-8978.

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

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

(i) ASSIST (<https://assist.dla.mil/online/start/>);

(ii) Quick Search (<http://quicksearch.dla.mil/>);

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

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

(i) Using the ASSIST Shopping Wizard (<https://assist.dla.mil/wizard/index.cfm>);

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

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

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

(j) *Unique entity identifier.* (Applies to all offers exceeding \$10,000, and offers of \$10,000 or less if the solicitation requires the Contractor to be registered in the System for Award Management (SAM) database.) The Offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation “Unique Entity Identifier” followed by the unique entity identifier that identifies the Offeror’s name and address. The Offeror also shall enter its Electronic Funds Transfer (EFT) indicator, if applicable. The EFT indicator is a four-character suffix to the unique entity identifier. The suffix is assigned at the discretion of the Offeror to establish additional SAM records for identifying alternative EFT accounts (see subpart 32.11) for the same entity. If the Offeror does not have a unique entity identifier, it should contact the entity designated at [www.sam.gov](http://www.sam.gov) for unique entity identifier establishment directly to obtain one. The Offeror should indicate that it is an offeror for a Government contract when contacting the entity designated at [www.sam.gov](http://www.sam.gov) for establishing the unique entity identifier.

(k) *System for Award Management.* Unless exempted by an addendum to this solicitation, by submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the SAM database prior to award, during performance and through final payment of any contract resulting from this solicitation. If the Offeror does not become registered in the SAM database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror. Offerors may obtain information on registration and annual confirmation requirements via the SAM database accessed through <https://www.acquisition.gov>.

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

- (1) The agency's evaluation of the significant weak or deficient factors in the debriefed offeror's offer.
- (2) The overall evaluated cost or price and technical rating of the successful and the debriefed offeror and past performance information on the debriefed offeror.
- (3) The overall ranking of all offerors, when any ranking was developed by the agency during source selection.
- (4) A summary of the rationale for award;
- (5) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.
- (6) Reasonable responses to relevant questions posed by the debriefed offeror as to whether source-selection procedures set forth in the solicitation, applicable regulations, and other applicable authorities were followed by the agency.

(End of Provision)

## E.2 ADDENDUM TO FAR 52.212-1 INSTRUCTIONS TO OFFERORS – COMMERCIAL ITEMS

### GENERAL INSTRUCTIONS FOR PROPOSAL SUBMISSIONS:

Offeror should thoroughly review the specifications and become familiar with areas of coverage prior to submitting a proposal. Failure to understand the contract requirements shall not relieve the successful Offeror from performing in accordance within the strict meaning and intent of the specifications.

- a) **Submission of Offerors.** Offeror must complete and return all required documents, prior to the time specified in block 8 of SF 1449 in order to be considered for award.

Please review the following items before submitting your proposal:

- Have you completed the SF 1449?
- Have you included a complete price proposal?
- Have you acknowledged any amendment (s), if applicable?
- Have you completed block 17a and signed your offer (blocks 30a, b and c) of SF 1449?
- Have you included the requested information requested for the Special Standards of Responsibility?

- b) **SITE VISIT:** A site visit shall take place on **Thursday, August 2, 2018 at 09:00 am.** Contractors shall meet at the Environmental Management Services Building 218, Room 300 at the VA Greater Los Angeles Healthcare System (VAGLAHS) located at 11301 Wilshire Blvd, Los Angeles, CA 90047 then go to the Sepulveda Ambulatory Care Center located at 16111 Plummer Street, North Hills, CA 91343, then the last location will be the Los Angeles Ambulatory Care Center located at 351 East Temple Street, Los Angeles, CA 90012.

Contractors shall be responsible for their own transportation to each of these facilities.

All interested contractors are strongly encouraged to attend this site visit prior to bidding on this requirement for purposes of understanding all of the requirements and aspects of the tasks to be accomplished. Only one site visit shall be scheduled however attendance is not mandatory.

Please **RSVP** your attendance to Imelda Martinez at [Imelda.martinez@va.gov](mailto:Imelda.martinez@va.gov) by Tuesday, July 31, 2018 at 2:00 pm (PST) with **“Site Visit RSVP – General Waste Services”** on the subject line.

- c) **Schedule of Services and Price.** The Contractor shall completely fill out the Schedule of Services and Prices provided in this Solicitation Section B.3. No other format for the submission of the Price Schedule shall be accepted. The price stated in the offer shall be an inclusive rate.
- d) **Period of Acceptance of Offers.** The Offeror agrees to hold prices in its offer firm for a period of 120 days from the date specified for the receipt of offers.

- e) In order to be considered for award, Offerors shall complete and return all information designated in the enclosed FAR clause 52.212-1, Addendum to 52.212-1 regarding proposal submission. Failure to do so may preclude the offeror from further consideration.
- f) **DUNS NUMBER:** Provide the Dun and Bradstreet Number assigned to your firm in the space provided in the Contract Administration area.
- g) This requirement is **Set-Aside 100% for Service Disabled Veteran Owned Small Business (SDVOSB)**, therefore only SDVOSBs verified in the VA's Vendor Information Pages (VIP) site at <https://www.vip.vetbiz.gov/>, at the time of proposal submission shall be considered for award.
- h) All questions shall be submitted in writing via email no later than **August 6, 2018 10:00 AM PDT** to Imelda Martinez at [imelda.martinez@va.gov](mailto:imelda.martinez@va.gov).
- i) All questions shall be answered via an amendment to this solicitation on or about **August 8, 2018**.
- j) All proposals shall be submitted via email by **August 13, 2018 10:00 AM PDT**. It is the contractor's responsibility to ensure their proposal has been received. An emailed acknowledgement will be provided to all offerors who submit proposals.

**CAUTION:** Late submissions, modifications and withdrawals shall not be accepted.

- k) **Special Standards of Responsibility. Specialized experience providing General Waste Removal and Disposal Services.** This special standard of responsibility shall be used to determine if the offeror has specialized experience providing general waste removal and disposal services. The offeror shall provide evidence of specialized experience providing general waste removal and disposal services. Specifically, the offeror shall provide a narrative summary (no more than two (2) pages describing their experience providing general waste removal and disposal services and two (2) references to support this experience.
- l) **Special Standard of Responsibility – Proof of Solid Waste/Contractor Hauling Permit for the City of Los Angeles, California (CA).** This special standard of responsibility shall be used to determine if the offeror has a solid waste/contractor hauling permit for the City of Los Angeles, CA. The offeror shall provide proof of their solid waste/contractor hauling permit to provide general waste removal and disposal services. Specifically, the offeror shall provide copies of their solid waste/contractor hauling permit for the City of Los Angeles, CA.

(End of Addendum to 52.212-1)

### E.3 52.212-2 EVALUATION—COMMERCIAL ITEMS (OCT 2014)

1. The Government shall award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation offers the lowest price and that price is found to be reasonable. After making selection of the lowest, reasonably priced offer, the Contracting officer shall determine if the selected offeror is responsible. In addition to the General Standards of Responsibility found in FAR 9.104-1 and in accordance with FAR 9.104-2, the following Special Standards of Responsibility apply to this procurement:

**a. Special Standard of Responsibility - Specialized experience providing General Waste Removal and Disposal Services.** This special standard of responsibility shall be used to determine if the offeror has specialized experience providing general waste removal and disposal services.

**b. Special Standard of Responsibility – Proof of Solid Waste/Contractor Hauling Permit for the City of Los Angeles, California (CA).** This special standard of responsibility shall be used to determine if the offeror has a solid waste/contractor hauling permit for the City of Los Angeles, CA.

**NOTE:** Only the monthly service prices from the B.3 Schedule of Services and Prices shall be used for the price analysis.

Options. The Government shall 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).

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

(End of Provision)

### E.4 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.5 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:

Imelda Martinez

Hand-Carried Address:

Department of Veterans Affairs  
Network Contracting Office 22  
4811 Airport Plaza Drive  
Suite 600  
Long Beach, CA 90815

Mailing Address:

Department of Veterans Affairs  
Network Contracting Office 22  
4811 Airport Plaza Drive  
Suite 600  
Long Beach, CA 90815

(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.6 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.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

### **E.9 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/>

<u>FAR</u> <u>Number</u>	<u>Title</u>	<u>Date</u>
52.204-16	COMMERCIAL AND GOVERNMENT ENTITY CODE REPORTING	JUL 2016

(End of Provision)

## E.10 52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS— COMMERCIAL ITEMS (NOV 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—

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

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

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

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

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

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

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

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

- (1) PSC 5510, Lumber and Related Basic Wood Materials;
- (2) Product or Service Group (PSG) 87, Agricultural Supplies;
- (3) PSG 88, Live Animals;
- (4) PSG 89, Subsistence;
- (5) PSC 9410, Crude Grades of Plant Materials;
- (6) PSC 9430, Miscellaneous Crude Animal Products, Inedible;

- (7) PSC 9440, Miscellaneous Crude Agricultural and Forestry Products;
- (8) PSC 9610, Ores;
- (9) PSC 9620, Minerals, Natural and Synthetic; and
- (10) PSC 9630, Additive Metal Materials.

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

*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.

(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:

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

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

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

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

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

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

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

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

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

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

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

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

(1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify

as domestic end products, i.e., an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of “domestic end product.” The terms “commercially available off-the-shelf (COTS) item,” “component,” “domestic end product,” “end product,” “foreign end product,” and “United States” are defined in the clause of this solicitation entitled “Buy American—Supplies.”

(2) Foreign End Products:

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

*[List as necessary]*

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

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

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

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

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

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

*[List as necessary]*

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

Other Foreign End Products:

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

*[List as necessary]*

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

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

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

Canadian End Products:

Line Item No.
_____
_____
_____

*[List as necessary]*

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

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

Canadian or Israeli End Products:

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

*[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
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(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.) *[The contracting officer is to check a box to indicate if paragraph (k)(1) or (k)(2) applies.]*

(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) [Reserved]

(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).

(End of Provision)