

SECTION A - COMBINED SYNOPSIS/SOLICITATION FOR COMMERCIAL ITEMS**General Information**

Document Type: Combined Solicitation/Synopsis
 Solicitation Number: 36C25620Q0062
 Posted Date: November 7, 2019
 Site Visit: November 14, 2019 / 1:00pm (CST)
 Questions Due Date/Time: November 19, 2019 / 10:00am (CST)
 Response Due Date/Time: November 25, 2019 / 9:00am (CST)
 Product or Service Code: F108 (Hazardous Substance Removal, Cleanup, and Disposal Services)
 Acquisition Type: SDVOSB
 NAICS Code: 562112 (Hazardous Waste Collection)
 Size Standard: \$41.5M
 Point of Contact: John Walker - Email: John.Walker15@va.gov

Contracting Office Address

Department of Veterans Affairs
 Network Contracting Office 16
 Michael E. DeBakey VA Medical Center (MEDVAMC)
 2002 Holcombe Blvd, Bldg. 100
 Houston, TX 77030

Description:

This is a combined synopsis/solicitation for commercial items prepared in accordance with the format in Federal Acquisition Regulation (FAR) subpart 12.6, "Streamlined Procedures for Evaluation and Solicitation for Commercial Items," as supplemented with additional information included in this notice. This announcement constitutes the only solicitation; quotations are being requested, and a written solicitation document will not be issued.

This solicitation is a Request for Quotation (RFQ). The solicitation document and incorporated provisions and clauses are those in effect through Federal Acquisition Circular (FAC) 2019-06 (effective 10/10/2019).

The associated North American Industrial Classification System (NAICS) code for this procurement is 562112, with a small business size standard of \$41.5 million.

Contractor is required to be actively registered in the System for Award Management (SAM) and Small Business Administration (SBA). Service-Disabled Veteran Owned Small Business (SDVOSB) registration will be verified in Vendor Information Pages (VIP). Quotes may be considered non-compliant and rejected if the Contracting Officer is unable to verify active registration status.

The MEDVAMC is seeking a contractor to provide Hazardous, Non-Hazardous, and Universal Waste collection, transportation, treatment, and disposal services in accordance with the below Scope of Work (SOW). Estimated Base Period of Performance: January 1, 2020 thru December 31, 2020 (plus 4 (four) 1 (one) year options to be exercised at the Government's discretion.

SECTION B - CONTINUATION OF SF 1449 BLOCKS

B.1 CONTRACT ADMINISTRATION DATA

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

a. CONTRACTOR: Company Name: _____
 POC Name: _____
 Address: _____
 Phone: _____ Email: _____
 Duns #: _____ Tax ID: _____
 Tax ID: _____
 GSA/FSS, NAC, SEP Contract # (if applicable): _____

b. GOVERNMENT: Contracting Officer 36C256
 Department of Veterans Affairs
 Network Contracting Office 16
 Michael E. DeBakey VA Medical Center
 2002 Holcombe BLVD
 Houston TX 77030 4298

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

- 52.232-33, Payment by Electronic Funds Transfer—System For Award Management,
- 52.232-36, Payment by Third Party

3. INVOICES: Invoices shall be submitted in arrears:

- a. Quarterly
- b. Semi-Annually
- c. Other Monthly

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

Department of Veterans Affairs
 Financial Service Center
<http://www.fsc.va.gov/einvoice.asp>

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

AMENDMENT NO	DATE

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

ITEM NUMBER	DESCRIPTION OF SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	Contractor shall provide all labor, license, certification, management, personnel, transportation, fuel, supplies, travel, supervision, equipment and materials to sort, inventory, analyze, pack, collect, transport, store, treat and dispose of hazardous, non-hazardous, and universal waste by means of incineration, fuel blending, and/or reclamation/recycling for John L. McClellan Memorial Veterans Hospital in Little Rock, AR and the Eugene Towbin Medical Center in North Little Rock, AR, together known as Central Arkansas Veterans Healthcare System (CAVHS). Contract Period: Base POP Begin: 01-01-2020 POP End: 12-31-2020	12.00	MO		
1001	Contractor shall provide all labor, license, certification, management, personnel, transportation, fuel, supplies, travel, supervision, equipment and materials to sort, inventory, analyze, pack, collect, transport, store, treat and dispose of hazardous, non-hazardous, and universal waste by means of incineration, fuel blending, and/or reclamation/recycling for John L. McClellan Memorial Veterans Hospital in Little Rock, AR and the Eugene Towbin Medical Center in North Little Rock, AR, together known as Central Arkansas Veterans Healthcare System (CAVHS). Contract Period: Option 1 POP Begin: 01-01-2021 POP End: 12-31-2021	12.00	MO		
2001	Contractor shall provide all labor, license, certification, management, personnel, transportation, fuel, supplies, travel, supervision, equipment and materials to sort, inventory, analyze, pack, collect, transport, store, treat and dispose of hazardous, non-hazardous, and universal waste by means of incineration, fuel blending, and/or reclamation/recycling for John L. McClellan Memorial Veterans Hospital in Little Rock, AR and the Eugene Towbin Medical Center in North Little Rock, AR, together known as Central Arkansas Veterans Healthcare System (CAVHS). Contract Period: Option 2 POP Begin: 01-01-2022 POP End: 12-31-2022	12.00	MO		
3001	Contractor shall provide all labor, license, certification, management, personnel, transportation, fuel, supplies, travel, supervision, equipment and materials to sort, inventory, analyze, pack, collect, transport, store, treat and dispose of hazardous, non-	12.00	MO		

	<p>hazardous, and universal waste by means of incineration, fuel blending, and/or reclamation/recycling for John L. McClellan Memorial Veterans Hospital in Little Rock, AR and the Eugene Towbin Medical Center in North Little Rock, AR, together known as Central Arkansas Veterans Healthcare System (CAVHS). Contract Period: Option 3 POP Begin: 01-01-2023 POP End: 12-31-2023</p>	
4001	<p>12.00 MO</p> <p>Contractor shall provide all labor, license, certification, management, personnel, transportation, fuel, supplies, travel, supervision, equipment and materials to sort, inventory, analyze, pack, collect, transport, store, treat and dispose of hazardous, non-hazardous, and universal waste by means of incineration, fuel blending, and/or reclamation/recycling for John L. McClellan Memorial Veterans Hospital in Little Rock, AR and the Eugene Towbin Medical Center in North Little Rock, AR, together known as Central Arkansas Veterans Healthcare System (CAVHS). Contract Period: Option 4 POP Begin: 01-01-2024 POP End: 12-31-2024</p>	
	GRAND TOTAL	

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

ii. Any extension, in accordance with FAR 52.217-8, shall utilize Option 4 pricing. Thus, the offeror's total price for the purpose of evaluation shall include the base period, 1st option, 2nd option, 3rd option, 4th option, and ½ of the 4th option.

iii. As indicated in FAR 52.217-8, the government will have the option provision to extend the performance of the contract up to an additional 6 months when the contractor is provided written notice. Thus, providing separate price for the option six-month extension period is not required.

B.3 STATEMENT OF WORK (SOW)

Packing, Transportation and Disposal of Hazardous and Universal Waste

1. SCOPE

- 1.1 The Contractor shall provide all labor, licenses, certification, management, personnel, transportation, fuel, supplies, travel, supervision, equipment and materials to sort, inventory, analyze, pack, collect, transport, store, treat and dispose of Hazardous Waste (HW), Non-Hazardous Waste (NHW) and Universal Waste (UW) by means of incineration, fuel blending, and/or reclamation/recycling for the John L. McClellan (JLM) Memorial Veterans Hospital in Little Rock, AR and the Eugene J. Towbin (EJT) Medical Center in North Little Rock, AR, together known as the Central Arkansas Veterans Healthcare System (CAVHS). The contractor shall adhere to these requirements in accordance with (IAW) all terms, conditions, provisions, schedules, and specifications of this SOW, in addition to all local, state, federal and VHA regulations and guidelines.
- 1.2 Offerors are to provide price-per-pack charges only. This price must be INCLUSIVE of ALL other costs, including but not limited to items as listed per the SOW, i.e., chemist fees, incineration fees, recovery fees, transporter fees, packaging, labor for preparation and packaging, administrative costs to provide required documentation, etc.

2. CATEGORIES OF WASTE SUBJECT TO THIS SERVICE

- 2.1 **Hazardous Waste (HW):** Any waste material or mixture of wastes which is toxic, corrosive, flammable, an irritant, a strong sensitizer or which generates pressure through decomposition, heat or other means, if such a waste or mixture of wastes may cause substantial injury, serious illness or harm to humans, domestic livestock or wildlife. HW includes extremely hazardous material. This also includes all materials identified by the Resource Conservation and Recovery Act of 1976 (RCRA); Subtitle C, 40 CFR, Parts 260-265 and the State of California and Safety Code, Section 25117.
- 2.2 **Extremely Hazardous Waste:** This includes all materials also identified by the 1976 RCRA and State of California Health and Safety Code, Section 25115. This waste includes toxic corrosive acids, gases, chemicals, and solids which may be explosive, flammable or highly corrosive and could cause disease or serious injury to human health.
- 2.3 **Mixed Waste (Medical Waste and Hazardous Waste):** Contaminated dressings, tissues, gloves, masks, hair covers, and other materials. This is HW and is subject to the regulations applicable to HW.
- 2.4 **Special Medical Waste:** As defined in the Medical Waste Management Act (MWMA) (Ca. Health and Safety Code, Sections 117600-118360 and 49CFR Part 173, Appendix G)
- 2.5 **Universal Waste (UW):** EPA's UW regulations streamline HW management standards for federally designated "universal waste" shall include: batteries, pesticides, mercury-containing equipment, and bulbs (lamps). UW regulations are set forth in 40 CFR part 273. Contractor will be responsible for compliance with state regulations in California and Nevada.
- 2.6 **Asbestos Waste:** As defined in 40 CFR Part 61, National Emissions Standards for Hazardous Air Pollutants, Subpart M, National Emission Standard for Asbestos

- 2.7 **Non-hazardous Waste (NHW):** Any type of industrial waste which, according to regulations cannot be added to a dumpster or sewage line (i.e. sugars, lactic acid, bromides, or carbonates)
- 2.8 **Medical Waste (MW):** Medical waste means waste which meets the following requirements;
- 2.8.1 Composed of waste which is generated or produced because of: (1) diagnosis, treatment, or immunization of human beings or animals; (2) research pertaining to the activities specified in (1) above; (3) production or testing of biological.
- 2.8.2 The waste is any of the following: bio-hazardous waste, sharps-waste. Mixed Waste: Mixtures of medical and non-medical waste. Mixed waste is medical waste, except for all of the following:
- Medical waste and radioactive waste are radioactive waste and is subject to regulations applicable to radioactive waste.
 - Medical waste, hazardous waste, and radioactive waste are radioactive mixed waste and are subject to regulations applicable to hazardous waste.

3 REQUIREMENTS:

- 3.1 The Contractor shall perform disposal services, which includes the collection, sorting, packaging, removal and disposal of hazardous, non-hazardous, pharmaceutical and universal wastes in the most environmentally preferred method (i.e. means of incineration, fuel blending and/or reclamation/recycling) in compliance with all existing laws and regulations of the United States including, but not limited to EPA Hazardous Waste Regulations in 40 CFR 260 et seq; EPA storage and disposal regulations in 40 CFR 761 et seq.; Arkansas Hazardous Waste Management Code (latest edition); Hazardous Material Transportation Regulations in 49 CFR 100 et seq.; and laws and regulations of any state, country, township or municipal subdivision thereof or other governmental agency which may be applicable to the removal, transportation and disposal of the waste.
- 3.2 The Contractor shall perform weekly removal of pharmaceutical waste from within the LR and NLR campuses (1x per week each). Waste will be on each ward in 2 (two) locations per ward (approximately 50 locations); Provide staff that will collect and segregate waste medications into hazardous, nonhazardous and P and U listed wastes (or as acceptable by federal and state regulations) and weigh each category, document, inventory the items and provide totals to the COR/GEMS Program manager weekly; provide 100 Containers for the wards – of at least 5 quart in-room counter balance containers or wall-mounted containers (not PGIII rated); 6, Containers for the pharmacy/secure sorting and storage area - 5-gallon Buckets DOT Approved; and monthly removal of pharmaceutical waste from both facilities. Staff must be trained to handle hazardous wastes and materials, narcotics and spills to include clean-up disposal.
- 3.3 The contractor shall obtain all permits, licenses, manifests and other forms of documentation required to comply with the above laws and regulations. Prior to commencement of contract performance Contractor shall provide Hazardous Waste Management Permit, Hazardous Waste Transportation Permit and information on the disposal Site. All manifests and permits shall be obtained and processed to all necessary agencies within the required notification period by the contractor. Upon contact from the Contracting Officers Representative (COR), the contractor shall pick up waste no less than six (6) times per year for each facility, unless

otherwise approved by the Contracting Officer (CO). Exact dates will be agreed upon by the COR and the Contractor, subject to approval by the CO.

4 **QUANTITY AND DESCRIPTION:**

- 4.1 The facility generates hazardous, non-hazardous, universal and pharmaceutical waste. These wastes are located at various locations at CAVHS. The contractor shall provide information to the VA to judge whether the site is not only approved by Federal, state, and local governments, but also that they are operated with such integrity that there are no pending administrative or judicial actions, nor to the extent that can be reasonably determined are the site (s) likely to have same in the future non-regulated chemical waste. The waste typically comes from Clinical and Research Laboratories, Pharmacy and Engineering Shops.
- 4.2. A lab pack is an overpack container, usually steel or fiber drum containing small quantities of chemicals of the same hazardous class in either five (5), fifteen (15), thirty (30) or fifty-five (55) gallon size. Experience has shown that the majority of lab packs are of thirty-gallon size or smaller. **Estimated quantity: total lab packs – 40 per year of each of following sizes; five (5), fifteen (15) and thirty (30) gallon size. At times, non-lab-pack type fifty-five (55) gallon drums or overpacks with drums containing hazardous waste or non-hazardous will require disposal.** The non-lab pack fifty-five-gallon drums or drums with overpacks will be billed at the fifty-five (55) gallon lab pack price for the appropriate DOT class. The contractor is expected to dispose of all waste generated at CAVHS in accordance with all provisions set forth in this contract. Any waste stream that cannot be handled by the contractor must be indicated in the proposal.

NOTES: EPA Waste Codes D001, D002, D003, D004, D005, D006, D007, D008, D009, D010, D011, D022, D040, F003, P001, P012, P075, P087, U012, U019, U044, U058, U122, and U246 are typical wastes generated by the medical center. Due to renovation work disposal of PCB containing ballasts may be required. This list of the bid items is not all inclusive for future waste disposals.

5 **ADDITIONAL REQUIREMENTS:**

- 5.1 **Safety:** The Contractor shall perform all operations in a prudent, conscientious, safe, and professional manner. At a minimum, contractor personnel and equipment shall comply with all safety requirements set forth in applicable state, Federal, and local laws and regulations and shall ensure that its agents and employees perform the work in a safe manner. The contractor shall ensure that all personnel involved in handling and packaging hazardous waste be trained for the level of expertise required for the proper performance of the task and in the areas of chemical incompatibility, general first aid procedures, and spills. Handling and personnel protective equipment shall be provided by the contractor and be appropriate to ensure safe handling of the hazardous waste. All employees present at the work site shall be trained to use all protective equipment. Prior to commencement of contract performance, Contractor shall provide references and record of required training.
- 5.2 **Medical Surveillance:** The contractor shall have a medical surveillance program for personnel involved in the direct handling and /or exposure to the chemical waste or to the chemical's primary containers to detect and correct job-related injuries or conditions. Medical surveillance programs typically involve a medical history, an annual generated physical to assess an individual's capability to work using respiratory-protective equipment, blood and urine tests to assess the status of an individual's kidneys, liver, and nervous system and other laboratory tests for contaminants to which the person may be exposed; e.g.: heavy metals, organophosphate pesticides, etc.

5.3 **Transportation:** The Contractor shall have required EPA and state registry for hazardous waste transport and shall also have verifiable records of good shipping practices which may be checked through local DOT authorities. The Environmental Protection Agency Uniform Hazardous Waste Manifest shall be used unless superseded by other requirements.

5.3.1 The Contractor shall, where possible, minimize interlining or intermediate stopping before reaching the disposal site. "Nose Loading" on less than full truckload (LTL) shipments shall be required by the contractor.

5.4 **Disposal:** The Contractor shall use their environmentally sound methods of treating and destruction of wastes such as incineration and recycling or any other acceptable methods, in accordance with EPA and industry standards. Disposal shall be performed in such a manner as not to create conditions detrimental to public health or to constitute a public nuisance. The pick-up area where containers are placed shall be maintained in a clean, orderly, sanitary condition. Attention shall be paid to the prompt cleanup of oil and/or grease spills, either generated from the vehicles used to haul containers or because of container leakage. Contractor furnished containers shall be kept neat, in clean and sanitary appearances, and repaired or replaced as necessary.

The Contractor shall refer to the participating VA Healthcare System preferred disposal hierarchy when determining disposition of waste. This hierarchy consists of a) recycling, b) fuel blending/ energy recovery, c) incineration (Part B permitted incinerators), or d) treatment (neutralization, stabilization) and/or landfill. A detailed description of the VA Healthcare System disposal hierarchy is available from the COR.

The Contractor shall comply with all applicable federal, state, county regulations on workers' safety standards and related training. All Contractor personnel involved in the performance of this contract shall have received training regarding the handling of infectious materials, and emergency procedures to be followed in case of a spill. Certification of such training must be provided within fifteen (15) days of receiving notice of award of the contract. Certification for any new employees shall be provided to the Contracting Officer within thirty (30) days of receipt of the training.

WITHOUT EXCEPTION – NO MATERIAL IN THE FORM OF BULK LIQUIDS, SEMI SOLIDS, SOLIDS, AND/OR SLUDGES MAY BE DISPOSED OF IN A LANDFILL WITHOUT PRIOR WRITTEN APPROVAL FROM THE CONTRACTING OFFICER.

The contractor shall submit a list of the items that will be disposed of by other means as listed in this section and will include the method and location for disposal for approval by the COR. If the landfill is owned and/or operated by a subcontractor or privately-owned entity, guidelines, regulations, and records in this contract shall apply. It is the prime contractor's responsibility to comply with this specification.

5.5 **Certification of Disposal:** The letter or Certificate of Disposal (COD) from the site verifying disposal will generally lag the manifest. A twenty percent (20%) retainage shall be withheld pending receipt of proof of disposal. The contractor shall provide the COD within six (6) months of material pick-up, or shall provide a written statement of status to the COR.

5.5.1 Acceptance of the hazardous waste at a properly permitted treatment or disposal facility does not meet the definition of disposal under this contract. It is the Contractor's responsibility to obtain all necessary documentation, including the completed uniform manifest, to verify that both the delivery and the disposal of all items have been accomplished. A uniform manifest signed by the disposal site will

show that the waste has been received but only a letter from the site operator or other certification will show actual disposal.

5.5.2 Disposal Site - The contractor shall provide documentation that the site is approved by Federal, state, and local governments, and that it is operated such that there are no pending administrative or judicial actions, nor to the extent that can be reasonably determined are the site (s) likely to have same in the future

5.6 **Spills:** The Contractor shall report all spills and personnel exposures during waste preparation, packaging or shipping to the COR. The contractor shall be responsible for, and bear the cost of, cleanup. The contractor shall be responsible for all spills and shall provide all labor, equipment, and personal protective equipment required or needed for the clean-up of hazardous waste. Clean up shall be considered complete only upon the final inspection and clearance by the COR. Such incidents shall first be reported by telephone to the Safety Office immediately following discovery and followed in writing to the Safety Office not later than five (5) days after initial telephone report.

5.6.1 When reporting a spill, the following minimum information is required: Item spilled (identification, quantity, and manifest numbers); whether amount spilled is Federal/State/Local reportable, if reported, a copy of the report; personnel injury involved; exact location of spill; containment procedures initiated; anticipated clean up and disposal procedures; disposal location of spill residue; assistance required and a narrative summarizing all communication with Local, State, and Federal officials and media contacts with their names, telephone numbers, and addresses.

5.7 **Spill Response:** The Contractor shall provide spill response/clean-up as required by the Government. The Government will provide the Contractor with the location, size, name of chemical or material involved, proximity of sewers and urgency and any governmental agencies called. The Contractor has four (4) hours to be on site after the phone call has been placed. The Contractor shall provide appropriate personnel and equipment to mitigate and remove released hazardous materials. Coverage will be on a 24-hour, 7 day a week basis.

**The contractor shall provide their spill procedures for integration into facility level SPCC or contingency plans. The contractor shall provide their billing procedure that would be used for spill and emergency response activity prior to contract implementation.*

5.8 **Inspections:** The Contractor and any prospective subcontractor are subject to announced or unannounced inspections of their operations and records by the VA CO and/or his designated representative to verify contract compliance. This does not relieve the prime contractor of his responsibility to ensure proper contract compliance by his own inspections or by other means. Upon request the contractor shall submit complete copies of any Federal, State, or Local government inspections to the CO.

5.9 **Characterization of Waste:** The Contractor shall provide documentation that it has characterized the hazardous nature of all wastes produced by all equipment, devices, reagents, and discharges in accordance with the requirements of the Code of Federal Regulations Title 40 "Protection of the Environment" Part 261 et seq. and applicable state and local requirements. Documentation shall include a description of the characteristics of the hazardous waste produced as a byproduct of the instrument operations, Material Safety Data Sheets (MSDS) meeting the requirements of the Occupational Safety and Health Administration (OSHA) and Environmental Protection Agency (EPA), the analytical process used to determine the hazardous nature and characteristics of the waste, and the analytical test results. Testing of hazardous waste is to be done in accordance with testing protocol specified for each individual waste as described in the Code of Federal Regulations Title 40

to decide if the waste is a hazardous waste or otherwise regulated. The determination and description shall address the following:

- Waste toxicity (Reference 40CFR261.11 and 40CFR261.24)
- Waste ignitability (Reference 40CFR261.21)
- Waste corrosivity (Reference 40CFR261.22)
- Waste reactivity (Reference 40CFR261.23)
- Hazardous waste from non-specific sources (F-listed) (Reference 40CFR261.31)
- Discarded commercial products (acutely toxic or P-listed and toxic or U-listed) (Reference 40CFR261.33)
- Solid Waste (Reference 40 CFR 261.2)
- Exclusions (Reference 40 CFR 261.4)

5.10 Save Harmless and Indemnity Agreement: The Contractor shall save harmless and indemnify the VA with respect to any and all liability, claims, costs of what so ever kind and nature for injury to or death of any person or persons and for loss or damage to any property of the VA or of others occurring in connection with or in any way incident to or arising out of the occupancy, use, service operation or performance of work in connection with this contract resulting in whole or in part from the negligent or non-negligent acts or omissions of the contractor, any subcontractor or any employee, agent or representative of the contractor or of any subcontractor.

5.11 Required Insurance: During the entire period of performance under this contract the contractor shall procure and maintain not less than the following minimum insurance and shall provide proof of insurance prior to commencing contract performance:

5.11.1 Workmen's Compensation and Occupational Disease – in the amounts to satisfy applicable State law.

- Employer's Liability – Minimum of \$100,000 per occurrence
- Comprehensive General Liability – Minimum limits of \$1,000,000 per occurrence for bodily injury or death but a limit of \$2,000,000 total; and \$1,000,000 per occurrence for damage to property of a third person (s)
- Comprehensive Automobile Liability – Minimum limits of \$200,000 per person and \$500,000 per occurrence for bodily injury and \$20,000 per occurrence for property damage; higher minimum limits if required by applicable state laws
- Contractors Pollution Liability-Minimum amount of \$1,000,000 per occurrence

The contractor assumes all liability and responsibility for the hazardous waste produced by the VA once performance of work begins. Prior to the commencement of work the contractor shall furnish to the CO, a certificate or written statement of all required insurance. The policies evidencing required insurance shall contain an endorsement that cancellation or any material change in the policies adversely affecting the interests of the VA shall not be effective for a period prescribed by the laws of the state in which the contract is performed and in no event less than thirty (30) days after written notice to the CO. The contractor agrees to insert the substance of this clause in all sub-contracts hereunder.

5.12 Packaging: The contractor shall provide necessary personnel and all required materials to inventory, classify, sample, manifest, package, mark, label, and load the waste for transport. When repackaging is necessary the contractor shall be responsible for disposal of the original containers.

5.12.1 When regulations permit a choice of packaging material, extra packaging integrity shall be utilized. The contractor shall submit a list of packaging by waste type for approval by the CO and/or COR. For example, the contractor shall use a steel container instead of a fiberboard container where DOT regulations permit either. Each item of hazardous material will be at least double containerized. For example, waste sulfuric acid will not be shipped in “poly carboy” alone; the carboy will be placed inside a steel drum and the containers shall be separated by non-reactive, non-combustible packaging material; e.g. vermiculite.

5.12.2 Incompatible waste shall not be packaged in the same outermost container. Once the contractor begins work, all processes of packaging and pick-up shall continue until all waste is transported off site to the disposal facility.

5.13 Deliveries or Performance:

5.13.1 **Pick-Up:** The contractor shall provide a minimum of six (6) performances each contract period consisting of a pick-up at each of the two facilities. The Government will provide fourteen (14) days advanced notice to the contractor prior to the requested pick up date. The pick-up quantity will be at least the equivalent of one (1) fifty-five (55) gallon size lab packs per performance with an estimated quantity of 25 per contract period. The contract period is expected to be one year. All packaged waste shall be removed at one time between the hours of 7:00 AM and 3:00 PM, Monday through Friday, excluding Federal Holidays. The Contractor is required to contact the COR seven (7) days prior to coming to either facility. The locations for pick-up will be made available at the time of award. Contractor is required to supply the COR with the following:

- Name and Address of Carrier
- Disposal Site (s)

6 OPERATIONAL COVERAGE

6.1 **Normal Work Hours:** Monday through Friday 7:00 am - 4:00 pm (excluding Federal Holidays). If work must be performed during other than normal working hours, the contractor shall coordinate with the COR for approval and to make necessary arrangements.

6.2 **Federal Holidays:** The ten holidays observed by the Federal Government are: New Year’s Day, Martin Luther King’s Birthday, President’s Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran’s Day, Thanksgiving Day and Christmas Day, along with any other day specifically declared by the President of the United States to be a national holiday.

7 ADMINISTRATIVE MATTERS:

7.1 **Continuity of Service:** A thirty (30) day Phase-in/Phase-Out period, effective on the Contract commencement date is required to facilitate a potential change in contractors upon expiration of the current contract and to ensure continuity for service. When there is a change in contractor, it shall be the responsibility of the new contractor to ensure the transition is accomplished without delays in scheduling waste services.

7.2 **Changes to Contract or SOW:** Changes to this SOW or the impending contract shall only be authorized and approved through written correspondence from the CO. A copy of each change shall be kept in a project folder along with all other documents or items pertaining to

the project. Costs incurred by the Contractor through the actions of parties other than the CO shall be borne by the Contractor.

- 7.3 **Payment:** The contractor shall submit requests for payment electronically to the VA's Tungsten Network. Invoices shall be paid monthly in arrears for all authorized work performed upon receipt of a properly prepared invoice submitted to:
<https://www.fsc.va.gov/einvoice.asp>.

Invoices shall include the following:

- Name and address of the contractor
- Invoice date and number;
- Contract number, purchase order number, contract line item number and, if applicable, the order number;
- Detailed description of quantity, unit of measure, unit price and extended price of the items delivered;
- Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;
- Terms of any discount for prompt payment offered;
- Name and address of official to whom payment is to be sent;
- Name, title, and phone number of people to notify in event of defective invoice; and

NOTE: Non-performance or late performance may result in delayed or reduced payment under this contract. A 20% retainage will be held until receipt of a Certificate of Disposal has been produced/supplied to the COR.

(End of Statement of Work)

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

a. As prescribed in Federal Acquisition Regulation (FAR) Part 42.1502 and 42.1503, the Department of Veterans Affairs (VA) evaluates contractor past performance on all contracts that exceed \$250,000. The FAR requires that the Contractor be provided an opportunity to comment on past performance evaluations prior to each report closing. To fulfill this requirement VA uses an online database, Contractor Performance Assessment System (CPARS), which is maintained by the Naval Sea Logistics Center in Portsmouth, Virginia. CPARS has connectivity with the Past Performance Information Retrieval System (PPIRS) database, which is available to all Federal agencies. PPIRS is the system used to collect and retrieve performance assessment reports used in source selection determinations and completed CPARS report cards transferred to PPIRS. CPARS also includes access to the Federal Awardee Performance and Integrity Information System (FAPIIS). FAPIIS is a web-enabled application accessed via CPARS for contractor responsibility determination information.

b. The Contractor will have an opportunity to review their ratings/comments, under the step "Contractor Comments" in CPARS. You will be notified via email by the CPARS system to review the report and provide comments. Each contractor whose contract award is estimated to exceed \$250,000 may register with CPARS database at the following web address: www.cpars.gov in order to review the past performance evaluations. Help in registering can be obtained by contacting Customer Support Desk @ DSN: 684-1690 or COMM: 207- 438-1690. Registration should occur no later than thirty days after contract award and must be kept current should there be any change to the Contractor's registered representative.

SECTION C - CONTRACT CLAUSES**ADDENDUM to FAR 52.212-4 CONTRACT TERMS AND CONDITIONS—COMMERCIAL ITEMS**

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

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

C.1 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

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

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

(End of Clause)

<u>FAR Number</u>	<u>Title</u>	<u>Date</u>
52.203-17	CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS	APR 2014
52.204-4	PRINTED OR COPIED DOUBLE-SIDED ON POSTCONSUMER FIBER CONTENT PAPER	MAY 2011
52.204-9	PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL	JAN 2011
52.204-18	COMMERCIAL AND GOVERNMENT ENTITY CODE MAINTENANCE	JUL 2016
52.212-4	CONTRACT TERMS AND CONDITIONS—COMMERCIAL ITEMS	OCT 2018
52.228-5	INSURANCE—WORK ON A GOVERNMENT INSTALLATION	JAN 1997
52.232-18	AVAILABILITY OF FUNDS	APR 1984
52.232-40	PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS	DEC 2013
52.237-3	CONTINUITY OF SERVICES	JAN 1991
852.270-1	REPRESENTATIVES OF CONTRACTING OFFICERS	JAN 2008

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 SUPPLEMENTAL INSURANCE REQUIREMENTS

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

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

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

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

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

(End of Clause)

C.5 VAAR 852.203-70 COMMERCIAL ADVERTISING (MAY 2018)

The Contractor shall not make reference in its commercial advertising to Department of Veterans Affairs contracts in a manner that states or implies the Department of Veterans Affairs approves or endorses the Contractor's products or services or considers the Contractor's products or services superior to other products or services.

(End of Clause)

C.6 VAAR 852.219-10 VA NOTICE OF TOTAL SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS SET-ASIDE (JUL 2019) (DEVIATION)

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

(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 802.101, 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 part 74 and is so listed in the Vendor Information Pages (VIP) database (<https://www.vip.vetbiz.va.gov>); and

(v) The business will comply with VAAR subpart 819.70 and Small Business Administration (SBA) regulations regarding small business size and government contracting programs at 13 CFR part 121 and 125, including the nonmanufacturer rule and limitations on subcontracting requirements in 13 CFR 121.406 and 125.6, provided that any reference therein to a service-disabled veteran-owned small business concern (SDVO SBC), is to be construed to apply to a VA verified and VIP-listed SDVOSB. The nonmanufacturer rule and the limitations on subcontracting apply to all SDVOSB and VOSB set-asides and sole source contracts.

(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 eligible service-disabled veteran-owned small business concerns. Only VIP-listed service-disabled veteran-owned small business concerns (SDVOSBs) may submit offers in response to this solicitation. Offers received from concerns that are not VIP-listed service-disabled veteran-owned small business concerns shall not be considered.

(2) Any award resulting from this solicitation shall be made to a VIP-listed service-disabled veteran-owned small business concern that meets the size standard for the applicable NAICS code.

(c) *Representation.* By submitting an offer, the prospective contractor represents that it is an eligible SDVOSB as defined in this clause, 38 CFR part 74, and VAAR subpart 819.70. Pursuant to 38 U.S.C. 8127(e), only VIP-listed SDVOSBs are considered eligible. Therefore, any reference in 13 CFR part 121 and 125 to a servicedisabled veteran-owned small business concern (SDVO SBC), is to be construed to apply to a VA verified and VIP-listed SDVOSB and only such concern(s) qualify as similarly situated. The offeror must also be eligible at the time of award.

(d) *Agreement.* Agreement. When awarded a contract (see FAR 2.101, Definitions), including orders under multiple-award contracts, or a subcontract, an SDVOSB agrees that in the performance of the contract, the SDVOSB shall comply with requirements in VAAR subpart 819.70 and SBA regulations on small business size and government contracting programs at 13 CFR part 121 and 125, including the nonmanufacturer rule and limitations on subcontracting requirements in 13 CFR part 121.406 and 125.6, provided that for purposes of the limitations on subcontracting, only VIP-listed SDVOSBs shall be considered eligible and/or “similarly situated” (i.e., a firm that has the same small business program status

as the prime contractor). An independent contractor shall be considered a subcontractor. An otherwise eligible firm further agrees to the following:

(1) Services. In the case of a contract for services (except construction), it will not pay more than 50% of the amount paid by the government to it to firms that are not VIP-listed SDVOSBs.

(2) Supplies or products.

(i) In the case of a contract for supplies or products (other than from a nonmanufacturer of such supplies), it will not pay more than 50% of the amount paid by the government to it to firms that are not VIP-listed SDVOSBs.

(ii) In the case of a contract for supplies from a nonmanufacturer, it will supply the product of a domestic small business manufacturer or processor, unless a waiver as described in 13 CFR 121.406(b)(5) is granted.

(3) General construction. In the case of a contract for general construction, it will not pay more than 85% of the amount paid by the government to it to firms that are not VIP-listed SDVOSBs.

(4) Special trade contractors. In the case of a contract for special trade contractors, it will not pay more than 75% of the amount paid by the government to it to firms that are not VIP-listed SDVOSBs.

(5) Subcontracting. Any work that a VIP-listed SDVOSB subcontractor further subcontracts will count towards the percent of subcontract amount that cannot be exceeded. For supply or construction contracts, cost of materials is excluded and not considered to be subcontracted. For mixed contracts and additional limitations, refer to 13 CFR 125.6.

(e) Joint ventures. A joint venture may be considered an SDVOSB if the joint venture is listed in VIP and complies with the requirements in 13 CFR 125.18(b), provided that any reference therein to service-disabled veteran-owned small business concern or SDVO SBC, is to be construed to mean a VIP-listed SDVOSB. A joint venture agrees that, in the performance of the contract, the applicable percentage specified in paragraph (d) of this clause will be performed by the aggregate of the joint venture participants.

(f) Precedence. For any inconsistencies between the requirements of the SBA program for service-disabled veteran-owned small business concerns and the VA Veterans First Contracting Program, as defined in VAAR subpart 819.70 and this clause, the VA Veterans First Contracting Program requirements have precedence.

(End of Clause)

C.7 VAAR 852.219-74 LIMITATIONS ON SUBCONTRACTING—MONITORING AND COMPLIANCE (JUL 2018)

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

(b) Accordingly, any contract resulting from this solicitation is subject to the limitation on subcontracting requirements in 13 CFR 125.6, or the limitations on subcontracting requirements in the FAR clause, as applicable. The Contractor is advised that in performing contract administration functions, the Contracting Officer 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.

(c) 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 Contracting Officer in assessing the Contractor for compliance are protected to ensure information or data is not improperly disclosed or other impropriety occurs.

(d) 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 Contracting Officer to assess the Contractor's compliance with the limitations on subcontracting or percentage of work performance requirement.

(End of Clause)

C.8 VAAR 852.232-72 ELECTRONIC SUBMISSION OF PAYMENT REQUESTS (NOV 2018)

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

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

(2) *Designated agency office* means the office designated by the purchase order, agreement, or contract to first receive and review invoices. This office can be contractually designated as the receiving entity. This office may be different from the office issuing the payment;

(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; and

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

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

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

(1) VA's Electronic Invoice Presentment and Payment System at the current website address provided in the contract.

(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).

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

(e) *Exceptions.* If, based on one of the circumstances in this paragraph (e), 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)

(End of Addendum to 52.212-4)

C.9 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS—COMMERCIAL ITEMS (OCT 2019)

(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) 52.204–23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (Jul 2018) (Section 1634 of Pub. L. 115–91).

(3) 52.204–25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (AUG 2019) (Section 889(a)(1)(A) of Pub. L. 115–232).

(4) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (NOV 2015).

(5) 52.233-3, Protest After Award (Aug 1996) (31 U.S.C. 3553).

(6) 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 2018) (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 (Oct 2018) (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 (Oct 2018) (15 U.S.C. 637(d)(2) and (3)).
- (17)(i) 52.219-9, Small Business Subcontracting Plan (AUG 2018) (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 (JAN 2017) of 52.219-9.
- (v) Alternate IV (AUG 2018) 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 (OCT 2019) (15 U.S.C. 657f).
- (22) 52.219-28, Post Award Small Business Program Rerepresentation (Jul 2013) (15 U.S.C. 632(a)(2)).
- (23) 52.219-29, Notice of Set-Aside for, or Sole Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (DEC 2015) (15 U.S.C. 637(m)).
- (24) 52.219-30, Notice of Set-Aside for, or Sole Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (DEC 2015) (15 U.S.C. 637(m)).
- (25) 52.222-3, Convict Labor (June 2003) (E.O. 11755).
- (26) 52.222–19, Child Labor—Cooperation with Authorities and Remedies (OCT 2019) (E.O. 13126).
- (27) 52.222-21, Prohibition of Segregated Facilities (APR 2015).
- (28)(i) 52.222–26, Equal Opportunity (SEP 2016) (E.O. 11246).
- (ii) Alternate I (FEB 1999) of 52.222-26.
- (29)(i) 52.222-35, Equal Opportunity for Veterans (OCT 2015) (38 U.S.C. 4212).
- (ii) Alternate I (JULY 2014) of 52.222-35.
- (30)(i) 52.222-36, Equal Opportunity for Workers with Disabilities (JUL 2014) (29 U.S.C. 793).
- (ii) Alternate I (JULY 2014) of 52.222-36.

(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 (JAN 2019) (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 2019) (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 (Oct 2018) (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)(13)).
- (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.
- (iii) Alternate II (FEB 2006) 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 (AUG 2018) (41 U.S.C. chapter 67).

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

Employee Class

Monetary Wage-Fringe Benefits

(4) 52.222-43, Fair Labor Standards Act and Service Contract Labor Standards—Price Adjustment (Multiple Year and Option Contracts) (AUG 2018) (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).

(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) 52.204–23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (Jul 2018) (Section 1634 of Pub. L. 115–91).

(iv) 52.204–25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (AUG 2019) (Section 889(a)(1)(A) of Pub. L. 115–232).

(v) 52.219–8, Utilization of Small Business Concerns (Oct 2018) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$700,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219–8 in lower tier subcontracts that offer subcontracting opportunities.

(vi) 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.

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

(viii) 52.222–26, Equal Opportunity (SEP 2016) (E.O. 11246).

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

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

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

(xii) 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.

(xiii) 52.222-41, Service Contract Labor Standards (AUG 2018) (41 U.S.C. chapter 67).

(xiv)(A) 52.222-50, Combating Trafficking in Persons (JAN 2019) (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).

(xv) 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).

(xvi) 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).

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

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

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

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

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

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

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

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

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

(End of Clause)

SECTION D - CONTRACT DOCUMENTS, EXHIBITS, OR ATTACHMENTS

D.1 List of Attachments

See attached document: Attachment 1 - Hazardous_ Universal Waste Price List.

See attached document: Attachment 2 - Past Performance Questionnaire.

See attached document: Attachment 3 - Corporate Experience Form.

See attached document: Attachment 4 - Quality Assurance Surveillance Plan (QASP).

See attached document: Attachment 5 - Wage Determination.

SECTION E - SOLICITATION PROVISIONS

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

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

1. The Government plans to make award without discussions. Therefore, your offer should contain the best terms from a price and technical standpoint.
2. Quotes shall be submitted john.walker15@va.gov no later than the set forth due date (NO FAXED COPIES SHALL BE ACCEPTED)
3. Offer's business size certification and status will be verified in the System Award Management (SAM), Small Business Administration (SBA), and Vendor Information Page (VetBiz) portal with Data Universal Number (DUN). Offer shall ensure the company data is able to be viewed publicly in all systems. Quotes shall be considered non-responsive if Contracting Officer is not able to verify data in SAM's, SBA, and VetBiz.
4. Site Visit: **November 14, 2019 at 1:00pm (CST)**
Central Arkansas Veterans Healthcare System
Bldg. 1 / 2nd Floor Conference Room
2200 Fort Roots Drive
North Little Rock, AR 72114
POC: Brian C. Green (501)257-1137
5. Questions shall be submitted to john.walker15@va.gov no later than 10:00am (CST), Tuesday, November 19, 2019.

6. Submission of Quotes:

- a. Quotes shall be based on requirements contained in the SOW. Quotes shall include:
 - Standard Form 1449 – Original Signature and Date, completed Contract Administration Data, and Acknowledgement of Solicitation Amendments (if any).
 - Completed Price/Cost Schedule and Attachment 1, Price List
- b. Offerors shall submit their quotes via email to John Walker at john.walker15@va.gov, no later than 9:00am (CST), November 25, 2019. All quotes shall be submitted in electronic format (PDF). Subject line should read CAVHS - Hazardous and Universal Waste Services. Quotes received after the due date and time **shall not** be considered.

7. Amendments:

Amendments to this solicitation will be posted on www.FBO.gov. Paper copies of the amendments will NOT be individually mailed. By registering to receive notifications on www.FBO.gov, offerors

will be notified by email of any new amendments that have been issued. No other notification of amendments will be provided. Potential Offerors are advised that they are responsible for obtaining and acknowledging any amendments to the solicitation. Failure to acknowledge an amendment may result in your quote being considered unacceptable.

8. VIP Verification:

All Offerors shall be a verified Service-Disabled Veteran Owned Small Business (SDVOSB) at time of quote submission and prior to contract award. To be considered a SDVOSB, the company must be listed as verified in the VetBiz Vendor Information Pages (VIP) database at <https://www.vip.vetbiz.va.gov/>

TEAMING AGREEMENTS

Contractor Team Arrangements (CTAs)

Potential Offerors may form Contractor Team Arrangements (CTAs) as defined under FAR 9.601, but they are not required to do so. If the potential Offeror that forms a CTA wants all members of the CTA to be considered for evaluation, the CTA must be a CTA as defined under FAR 9.601(1) or be a Mentor-Protégé Arrangement that has been approved by the Small Business Administration and include with its proposal the information required under subpart (a) of this section, “Instructions regarding FAR 9.601(1) CTAs.” An offeror may also enter into Prime/Subcontractor arrangements as defined under FAR 9.601(2); however, in this type of arrangement, only the prime will be considered in the evaluation for award.

Offerors forming CTAs as defined under FAR 9.601(2) are not required to submit any additional documentation regarding the proposed Prime/Subcontractor contractual relationship or the identification and/or qualifications of the proposed Subcontractors.

However, the Government will not consider the members of a “Contract Team Arrangement” defined under FAR 9.601(2)1 for evaluation purposes for the contract except in the limited context of evaluating an Offeror’s proposal to ensure the firm for “resources”, only.

1) Instructions regarding FAR 9.601(1) CTAs

The Government will evaluate a FAR 9.601(1) CTA provided that the offeror submits a full and complete copy of the document establishing the CTA relationship and containing at least the minimum information required by the solicitation closing date. Although there is no specific form or format that the CTA documents must adhere to, an offeror proposing as a CTA for purposes of evaluation under the GWAC is required to address the following in the CTA document:

a) Purpose of the CTA: The CTA documents should clearly set forth the purpose of the CTA.

b) Identify the Parties: The CTA documents should identify the entities which make up the CTA relationship, including the primary point of contact for each of the members of the team and the managing partner, and a statement addressing the obligation of all parties to the CTA to ensure performance of the contract and resulting task orders despite the withdrawal of any member. The CTA documents should also identify where accounting and other administrative records will be retained during contract performance and upon completion of the contract and any potential task orders.

c) Designation of a “Team Lead”: The CTA documents shall identify the “team lead,” and clearly explain the specific duties/responsibilities of the “team lead” to the other members of the team and to the Government (Note: The Government requests that the team lead be the primary point of contact with the Government while the proposal is under consideration by the Government. This means that the Government will require permission from each non-“lead” member of the team for the Government to discuss confidential/privileged information about the non-“lead” members of the CTA with the designated team lead). This “release” shall include consent of the proposed CTA members to disclose their past performance information to the CTA lead.

d) Specific Duties/Responsibilities: The CTA documents shall clearly describe the specific duties/responsibilities of each member of the team as they relate to each other and explain the specific duties/responsibilities that each team member will have for purposes of contract performance. (e.g., one team member will be primarily responsible for performing specific task areas listed in Section (*), while other team members will be primarily responsible for performing other specific task/sub-task areas listed in Section (*), etc. and any guaranteed percentages of potential work allocated to the team members.

e) Pricing and Cost: The CTA document should explain how the team members have divided responsibilities for purposes of proposing price/costs. For example, if one member of the team is responsible for proposed price/costs for a particular labor category, while another entity in the CTA is proposing price/costs for a different labor category, the CTA documents should identify which of the respective team members is responsible for proposing which specific price/cost information.

f) Invoicing and Payment: The CTA document shall explain how the team members have addressed issues relating to invoicing and distribution of payments. For example, the CTA document shall identify which member of the team is responsible for invoicing the Government and distributing payment. Under such circumstances, the CTA document shall clearly indicate that all team members agree to this method of payment. The CTA document should also acknowledge that any dispute involving the distribution of payment will be resolved by the team members themselves, without any involvement by the Government.

g) Replacement of Team Members: The CTA document should address the circumstances and procedures for replacement of team members, including the team lead.

h) Duration of the CTA: The CTA document should address the duration of the CTA, including when it becomes effective, when it expires, and the basis for termination.

i) Representations and Certifications: All members of the CTA shall submit separate representations and certifications as required.

j) Requirements for SDVOSB, VOSB CTAs: For an Offeror that submits a proposal as a CTA to be considered a SDVOSB, or VOSB9 (as applicable) for purposes of award, the prime contractor/team lead must be a SVOSB, or VOSB respectively, and the CTA **must state in detail how** CTA will guarantee that a minimum of 50% of the work under the contract will be performed under the size standard or socio-economic classification being claimed. For an Offeror that submits a proposal as a CTA for purposes of award, the CTA must comply with SBA requirements (see 13 C.F.R. § 124.513), *FAR 52.219-14 Limitation on Subcontracting & 52.219-3 VAAR Clause VAAR 852.219-10 VA Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (Dec 2009)*

Percentages

Prime (SDVOSB) 50%(Minimum)

Sub-Contractor (Large Business) 50% (Maximum)

If a proposal is submitted where the TA percentages are not within the percentage range listed above, the proposal will not be accepted. NO EXCEPTIONS.

k) Additional Requirements for Joint-Ventures: Joint-venture offers must be made in the name of the joint-venture entity. The joint-venture contract must identify the managing Venture, the joint-venture members and who will have signature authority on behalf of the joint-venture. The party signing the offer for the joint-venture shall be listed as having such authority.

1. Replacement of Team Members under a FAR 9.601(1) Contractor Team Arrangement (CTA): Contractors that are awarded a contract based on a FAR 9.601(1) Contractor Team Arrangement (CTA) are required to obtain PCO approval prior to replacing or deleting team members. The Contractor request for replacement of team members shall be submitted on official company letterhead to the CONTRACTING OFFICER @ joey.grismore@va.gov

The request shall include:

1. The Contractor's name and contract number.
2. The existing team member name, DUNS, and its qualified Task Areas under the CTA.
3. The proposing replacement team member including name and DUNS.
4. A copy of the new CTA agreement.
5. A capability statement for the proposing member demonstrating qualifications that meet or exceed the existing member qualifications under the CTA.
6. The Representations, Certifications, and Other Statements of Offers for the proposed new CTA member
7. The FAR 52.219-1 Small Business Program Representations certification for each proposed new CTA member.
8. A copy of the proposed new CTA member's most recent annual report, or if organized as a nonpublic corporation, the organization's most recent asset and liability report.

All proposed new CTA members are subject to a responsibility evaluation in accordance with FAR Subpart 9.1. The contract holder shall indicate if its proposed new CTA member has the necessary financial capacity, working capital, and other resources to perform the contract without assistance from any outside source. If not, indicate the amount required and the anticipated source.

If the CO determines that a FAR 9.601(1) CTA is proposing unacceptable replacements of existing team members that could adversely affect the ability of the CTA to continue to perform under the contract, the CTA may be subject to termination under the provisions of FAR 52.249-6 or FAR 52.249-8, as applicable.

EVALUATION FACTORS FOR AWARD:

(a) The Government will award a contract on the basis of the Lowest Priced Technically Acceptable (LPTA) responsible offeror whose offer, conforming to the solicitation, meets or exceeds the acceptable standards for non-cost factors. All offerors must have a current registration in the System for Award Management (SAM) to be considered responsive.

Since this solicitation is LPTA, the evaluation board will begin by reviewing the lowest priced quote. If the board determines that this quote is technically acceptable, no other quotes will be reviewed. This quote will have been deemed technically acceptable with the lowest price, so for this reason the award will be made based on FAR guidance

Deliverables: Must be submitted for contractor to be deemed compliant with solicitation

1. Technical (Contingency Plan {IAW paragraph 5.7 of the SOW}, Corporate Experience Form, copies of Hazardous Waste Management Permit, Hazardous Waste Transportation Permit, and Disposal Site information {as outlined in paragraph 5.5.2 in the SOW}, proof of Insurance IAW paragraph 5.11 of the SOW).
2. Past Performance Questionnaire(s) (to be submitted by individuals completing the questionnaire)
3. Completed Price/Cost Schedule
4. Completed/signed Amendments (if any)

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

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

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

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

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

(End of Provision)

<u>FAR Number</u>	<u>Title</u>	<u>Date</u>
52.204-7	SYSTEM FOR AWARD MANAGEMENT	OCT 2018
52.204-16	COMMERCIAL AND GOVERNMENT ENTITY CODE REPORTING	JUL 2016
52.212-1	INSTRUCTIONS TO OFFERORS—COMMERCIAL ITEMS	OCT 2018
<u>FAR Number</u>	<u>Title</u>	<u>Date</u>
52.225-25	PROHIBITION ON CONTRACTING WITH ENTITIES ENGAGING IN CERTAIN ACTIVITIES OR TRANSACTIONS RELATING TO IRAN—REPRESENTATION AND CERTIFICATIONS	AUG 2018
52.237-1	SITE VISIT	APR 1984

E.2 52.204-24 REPRESENTATION REGARDING CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (AUG 2019)

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

Covered telecommunications equipment or services, Critical technology, and Substantial or essential component have the meanings provided in clause 52.204–25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

(b) *Prohibition.* Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115–232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. Contractors are not prohibited from providing—

(1) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(2) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

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

It [] will, [] will not provide covered telecommunications equipment or services to the Government in the performance of any contract, subcontract or other contractual instrument resulting from this solicitation.

(d) *Disclosures.* If the Offeror has responded affirmatively to the representation in paragraph (c) of this provision, the Offeror shall provide the following information as part of the offer—

(1) All covered telecommunications equipment and services offered (include brand; model number, such as original equipment manufacturer (OEM) number, manufacturer part number, or wholesaler number; and item description, as applicable);

(2) Explanation of the proposed use of covered telecommunications equipment and services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b) of this provision;

(3) For services, the entity providing the covered telecommunications services (include entity name, unique entity identifier, and Commercial and Government Entity (CAGE) code, if known); and

(4) For equipment, the entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the OEM or a distributor, if known).

(End of Provision)

E.3 52.209-7 INFORMATION REGARDING RESPONSIBILITY MATTERS (OCT 2018)

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

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

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

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

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

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

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

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

- (i) In a criminal proceeding, a conviction.
- (ii) In a civil proceeding, a finding of fault and liability that results in the payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more.
- (iii) In an administrative proceeding, a finding of fault and liability that results in—
 - (A) The payment of a monetary fine or penalty of \$5,000 or more; or
 - (B) The payment of a reimbursement, restitution, or damages in excess of \$100,000.
- (iv) In a criminal, civil, or administrative proceeding, a disposition of the matter by consent or compromise with an acknowledgment of fault by the Contractor if the proceeding could have led to any of the outcomes specified in paragraphs (c)(1)(i), (c)(1)(ii), or (c)(1)(iii) of this provision.

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

(d) The offeror shall post the information in paragraphs (c)(1)(i) through (c)(1)(iv) of this provision in FAPIIS as required through maintaining an active registration in the System for Award Management, which can be accessed via <https://www.sam.gov> (see 52.204-7).

(End of Provision)

E.4 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.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:

Hand-Carried Address:

Department of Veterans Affairs
Network Contracting Office 16
Michael E. DeBakey VA Medical Center
2002 Holcombe BLVD
Houston TX 77030 4298

Mailing Address:

Department of Veterans Affairs
Network Contracting Office 16
Michael E. DeBakey VA Medical Center
2002 Holcombe BLVD
Houston TX 77030 4298

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

(End of Provision)

E.6 VAAR 852.233-70 PROTEST CONTENT/ALTERNATIVE DISPUTE RESOLUTION (OCT 2018)

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

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

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

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

(End of Provision)

E.7 VAAR 852.233-71 ALTERNATE PROTEST PROCEDURE (OCT 2018)

(a) As an alternative to filing a protest with the Contracting Officer, an interested party may file a protest by mail or electronically with: Executive Director, Office of Acquisition and Logistics, Risk Management and Compliance Service (003A2C), Department of Veterans Affairs, 810 Vermont Avenue NW, Washington, DC 20420 or Email: *EDProtests@va.gov*.

(b) The protest will not be considered if the interested party has a protest on the same or similar issue(s) pending with the Contracting Officer.

(End of Provision)

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

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

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

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

E.8 52.212-2 EVALUATION—COMMERCIAL ITEMS (OCT 2014)

(a) The Government will award a contract on the basis of the Lowest Priced Technically Acceptable (LPTA) responsible offeror whose offer, conforming to the solicitation, meets or exceeds the acceptable standards for non-cost factors. All offerors must have a current registration in the System for Award Management (SAM) to be considered responsive.

Since this solicitation is LPTA, the evaluation board will begin by reviewing the lowest priced quote. If the board determines that this quote is technically acceptable, no other quotes will be reviewed. This quote will have been deemed technically acceptable with the lowest price, so for this reason the award will be made based on FAR guidance

Evaluation Rating

Pass: Offeror has identified and submitted documents to illustrate processes, methods, plans, personnel, licenses, permits and other resources as necessary that together demonstrate an adequate technical approach that will satisfy the requirements. There are no significant strengths or weaknesses, or there are some strength and some weaknesses.

Fail: Offeror has failed to identify or submit documents to illustrate process methods, plans, personnel, licenses, permits and other resources as necessary that together demonstrate an adequate technical approach that will satisfy the requirements. There are no strengths and many weaknesses, or some significant weaknesses.

TECHNICAL

The Offeror shall submit the following documents with its Technical quote:

- a) A copy of its **Contingency Plan (CP)** in accordance with Paragraph 5.7 of the SOW. Failure to submit a copy of the CP may result in the offeror being considered non-compliant with the solicitation and its submittal not being evaluated.
- b) Copies of its Hazardous Waste Management Permit, Hazardous Waste Transportation Permit, and Disposal Site information (as outlined in paragraph 5.5.2 of the SOW). Failure to submit this information may result in the offeror being considered non-compliant with the solicitation and its submittal not being evaluated.
- c) Proof of Insurance, in accordance with paragraph 5.11 of the SOW.
- d) **Corporate Experience Forms** demonstrating they have at least seven (7) years of Corporate or Government experience to a medical facility with the same or similar scope, size, and complexity which involves the management, storage, transport, treatment and disposal of Hazardous, Non-Hazardous, and Universal Waste per OSHA, EPA and DOT regulations, as a primary function of the company, as part of the submittal package documentation for review. Please include dates of contract performance and describe your role as the **Prime Contractor**. Failure to submit Attachment 3, Corporate Experience Forms may result in the offeror being considered non-compliant with the solicitation and its submittal not being evaluated.

PAST PERFORMANCE

Past Performance information will be reviewed in the Contractor Performance Assessment Reporting System (CPARS), and Past Performance Information Retrieval System (PPIRS) systems. Past Performance comments of Satisfactory and higher will be considered technically acceptable. Additionally, the Offeror will be required to complete Attachment 2, Past Performance Questionnaire (PPQ), which will be used in the evaluation. Only Past Performance for contracts the Offeror has completed for work of similar scope, size, and complexity will be used in the evaluation. The Offeror shall provide its references with the PPQ. In turn, the reference POC shall submit the PPQ directly to John.Walker15@va.gov prior to the closing time/date of 9:00am (CST), November 20, 2019. If applicable, please submit any corrective actions on problems you may have encountered under the given contract. Offerors with no past performance available or relevant will neither be evaluated favorably or unfavorably.

PRICE

- a) The Offeror must provide a fair and reasonable price on all aspects of the specifications. Price will be evaluated for reasonableness and fairness by comparing the Offeror's price against the Government's Independent Cost Estimate as well as current market pricing.

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

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

(End of Provision)

E.9 52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS—COMMERCIAL ITEMS (OCT 2018)

The Offeror shall complete only paragraph (b) of this provision if the Offeror has completed the annual representations and certification electronically in the System for Award Management (SAM) accessed through <https://www.sam.gov>. 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 in SAM.

(2) The offeror has completed the annual representations and certifications electronically in SAM accessed through <http://www.sam.gov>. After reviewing SAM 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), at the time this offer is submitted and are incorporated in this offer by reference (see FAR 4.1201), except for paragraphs .

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

employed officers or employees of the offeror to whom payments of reasonable compensation were made.

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

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

(2) Foreign End Products:

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

[List as necessary]

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

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

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

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

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

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

[List as necessary]

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

Other Foreign End Products:

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

[List as necessary]

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

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

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

Canadian End Products:

Line Item No.

[List as necessary]

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

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

Canadian or Israeli End Products:

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

[List as necessary]

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

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

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

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

[List as necessary]

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

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

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

Other End Products:

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

[List as necessary]

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

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

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

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

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

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

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

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

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

(ii) *Examples.*

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

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

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

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

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

(1) *Listed end products.*

Listed End Product	Listed Countries of Origin
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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.

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

(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 <https://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx>).

(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 (12.301(d)(1)).

(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)