

# Embassy of the United States of America

## Lima, Peru

January 26, 2018

Subject: RFQ 19PE5018Q0033 – Full Year Compound Garbage Disposal Service

#### **Dear Prospective Quoter:**

The US Embassy, Lima, Peru, has a requirement for a contractor to provide a full year Compound Garbage Disposal Service. You are invited to submit a quotation. The Request for Quotations (RFQ) consists of the following sections:

- 1. Standard Form SF 1449
- 2. The Schedule (includes Statement of Work)
- 3. Clauses
- 4. Solicitation Provisions
- 5. Evaluation Factors

The Embassy plans to award a purchase order to the responsible company submitting an acceptable quotation at the lowest price. You are encouraged to make your quotation competitive. You are also cautioned against any collusion with other potential offerors with regard to price quotations to be submitted. The RFQ does not commit the American Embassy to make any award. The Embassy may cancel this RFQ or any part of it.

Please read the RFQ carefully, and if you are interested, submit your quotation. Return the completed SF-1449 (blocks 17a, 17b, 23, 24, 30a, 30b and 30c) to the address shown in Block 15 or by email to <a href="mailto:cicirellocl@state.gov">cicirellocl@state.gov</a> by February 05, 2018 by 12:00 hrs. Oral quotations will not be accepted.

Sincerely,

Noemi Dávila Contracting Officer

Enclosure: As stated.

	SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30					1. REQUI PR701	ISITION NUMBER 9407	PAG	GE 1 OF 1 PAGES	
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#### **SECTION 1 - THE SCHEDULE**

# CONTINUATION TO SF-1449 PRICES, <u>BLOCK 23</u>

#### 1. INTRODUCTION

- A. The purpose of this firm fixed price Purchase order is to provide a full year Compound Garbage Disposal Service according to the Statement of Work.
- B. Period of Performance: The Contractor shall be required to prosecute the work diligently during the contract period.

#### 2. PRICES

- 2.1 The Contractor shall provide professional services, labor and materials on *a firm fixed-price*.
- 2.2 The Contractor shall furnish all equipment, supervision, labor, supplies, services, and materials necessary to perform the work required for the proper service efforts identified in the Statement of Work.

# CONTINUATION TO SF-1449, SCHEDULE OF SUPPLIES/SERVICES, BLOCK 20 STATEMENT OF WORK

# GARBAGE DISPOSAL CONTRACT WORK STATEMENT

- 1. <u>Scope of Work:</u> The US Embassy Lima is seeking for a DIGESA authorized, Empresa Prestadora de Servicios Residuos Solidos EPS-RS (Services Provider Company-Solid Residues). This company shall comply with the Peruvian law No 27314, Ley General de Residuos Solidos (Solid Residues General Law). The Contractor shall provide all personnel, equipment, labor, supplies, tools, materials, transportation, supervision and any other resources necessary to perform trash and garbage removal/disposal services from U.S. Embassy Lima Peru properties in accordance with all items and conditions of this contract.
- 1.1 <u>Standard Services</u>: The Contractor shall provide trash containers at designated locations as listed below.
  - 1.1.1. Non Hazardous Solid Materials Supply of one 25 M3 open bulk container (location shown on Attachment A) and pick-up once it is full, landfill transportation and garbage disposal. The Contractor shall replace the full bulk container with an empty bulk container simultaneously at the trash/garbage collection point. Trash types: paper, boxes, cardboard, wood, construction debris, shipping crates, air filters and organic solid and semisolid materials and food waste from the Cafeterias. COR will coordinate with the Contractor the schedule, the pick-up dates and will notify with enough in time advance the pick-up the container.

The Contractor shall perform trash pick-up services at designated locations as listed below.

PICK-UP DATE	COLLECTION STATION	WORKING HOURS	REMARK
Monday thru Saturday	Trash Area Parking Lot E	9:00 - 16:00	

#### 1.1.2. Amount of Pick-Ups

During the Contract period, the Government shall place an order for a total of 72 pickups of 25M3 open bulk containers. If additional quantities will be necessary, an amendment of the Contract will be done.

## 1.2 <u>DEFINITIONS</u>:

- 1.2.1 Ashes: The residue from burned wood, coal, coke and other combustible material.
- 1.2.2 Bulk Container: A large container that is used for the disposal of trash and garbage.
- 1.2.3 Collection: The accumulated trash and garbage from any one unit at any one time, regardless of the number of cartons, bundles or the amount of trash.
- 1.2.4 Collection Frequency: The number of times collection is provided in a specified period of time.
- 1.2.5 Collection Station: The locations designated on the contract drawings located in Attachment A, where refuse may be conveniently and efficiently assembled and stored in containers for collection.

- 1.2.6 Contaminated Waste: A material of liquid, solid or gaseous composition which must be disposed of due to degradation of material during use or from a determination that a new material does not meet specifications. Contaminated waste requires special handling during collection, storage, transportation, and disposal. Contaminated waste is specifically excluded from this contract.
- 1.2.7 Debris: Sod, gravel, stumps, limbs, street sweepings, roofing material, concrete masonry units, wood, gypsum board, and similar waste materials.
- 1.2.8 Food Waste: Scraps of food and other associated items generated from the preparation of meals in dining facilities. The Contractor shall certify that food waste will not be used, offered or sold for human consumption.
- 1.2.9 Garbage: All organic edible and inedible waste materials resulting from the preparation and serving of food, and may contain water or other liquids. This includes condemned foodstuffs, fats, bones, and may also include ground garbage generated from food preparation facilities if the Government deems it as practical. The Contractor shall certify that garbage will not be used, offered or sold for human consumption.
- 1.3.0 Hazardous/Special Waste: Any material identified in the 40 CFR Part 261.30 and/or Federal Statute or by Peruvian Environmental Laws and Regulations. HAZARDOUS MATERIALS ARE SPECIFICALLY EXCLUDED FROM THIS CONTRACT.
- 1.3.1 Industrial Waste: For the purpose of this contract, industrial waste does not include special waste or asbestos or any items that are considered to contain hazardous waste materials or any items to be dump able. Industrial waste includes, but is not limited to, items such as fiberglass hoods, windshields (double glass) from vehicles, waste gypsum boards, waste sponges, waste rubber, and vehicle tires.
- 1.3.2 Open Burning: The combustion of solid waste without (a) control of combustion air to maintain adequate temperature for efficient combustion, (b) containment of the combustion reaction in an enclosed device to provide sufficient residence time and mixing for complete combustion or (c) control of the emission of the combustion products. This is a PROHIBITED ACTION and not an authorized means of ultimate disposal on Embassy property.
- 1.3.3. Reserved.
- 1.3.4 Quality Assurance: Those actions taken by the Government to assure services meet the terms and conditions included in the statement of work and Surveillance Plan.
- 1.3.5 Recoverable Resources: Materials which still have useful physical or chemical properties after service or use for their originally intended purpose and can, therefore, be reused or recycled for the same or other purposes. Sometimes referred to as salvage.
- 1.3.7 Refuse: Includes all garbage, ashes, debris, rubbish and other similar waste material intended for disposal. Not included are explosives and incendiary waste and contaminated waste from medical and radiological processes.
- 1.3.8 Refuse collection: A system of transporting refuse from collection stations to a point of disposal. It includes hauling garbage to the transfer station, when required by the terms of a contract.

- 1.3.9 Refuse Collection Containers: Includes cans, drums, bins, or similar receptacles that are used for collection of refuse and can easily be handled.
- 1.4.0 Rubbish: Variety of salvageable waste material, either combustible or noncombustible, such as glass, cardboard, crockery, floor sweepings, sawdust, paper, wrappings, containers, cartons, and similar articles not used in preparing or dispensing food.
- 1.4.1 Combustible Rubbish: Rubbish that can be burned readily in an incinerator or burning pit.
- 1.4.2 Non-combustible Rubbish: Rubbish which cannot be burned at ordinary incinerator temperatures (800 to 1,800 degrees Fahrenheit).
- 14.3 Sanitary Landfill: A site where refuse is disposed using an engineered method in a manner that protects the environment by spreading the waste in thin layers, compacting it to the smallest practical volume and covering it with soil by the end of each working day and which meets the criteria of 42 U.S.C.6903.
- 1.4.4 Severe Weather: Extremely intense storm systems which could include rain, hail, sleet and/or snow.
- 1.4.5 Solid Waste: Refuse, sludge, and other discarded solid materials resulting from industrial and commercial operations and from community activities. It does not include solids or dissolved materials in domestic sewage or other significant pollutants in water resources, such as silt, dissolved or suspended solids in industrial waste, water effluents, dissolved materials in irrigation return flow or other common water pollutants.
- 1.4.6 Trash: Materials such as, but not limited to, metal glass, crockery, floor sweepings, sawdust, cardboard, paper, wood beverage cans, drums, paint cans, bottles, cartons, furniture residue, carpet remnants, cloth rags, or any other materials which the Government deems most advantageous to release under this contract. Construction debris is included as trash.
- 1.4.7 Regulated Waste: Waste material that is regulated by U.S. or Peruvian law as to the manner of its handling or disposal.

# 2.0 MANAGEMENT AND SUPERVISION:

# 2.1 <u>Project Manager</u>:

The Contractor shall provide a Project Manager (PM) who shall be responsible for the performance of the work. The name of the Project Manager and an alternate(s) (who shall be authorized to act for the Contractor when the PM is absent) shall be designated, in writing, to the Contracting Officer

2.1.2. The Project Manager or, in his/her absence, the alternate, shall have full authority to act for the Contractor on all contract matters relating to the operations of this contract.

- 2.1.3. The Contractor shall provide to the Contracting Officer's Representative (COR), in writing, the name of the Project Manager and a telephone number as a point of contact between the hours of 0630 through 1700 on from Mondays thru Saturdays.
- 2.1.4. The Project Manager or, in his/her absence, the alternate, shall be a qualified English speaker and shall manage the work being performed under this contract.

#### 2.2 <u>Contractor's Employees</u>:

- <u>2.2.1.</u> Employee Identification. The Contractor's employees shall present a neat appearance and be easily recognized. Recognition may be accomplished by wearing appropriate badges which contain the company name and employee's name. All contractor employees shall be required to display approved identification badges at all times during the performance of work under this contract. Additional identification requirements are necessary when work is performed at Embassy Compound.
- 2.2.2. Security Requirements. The Contractor and employees shall comply with all security requirements imposed by the Security Section of the Embassy.
- 2.3.2. All contractor employees and representatives shall have in their possession their DNI in addition to the above requirements. Contractor personnel designated to drive vehicles must have valid driver's licenses for the class of vehicle and a safe driving record, defined as having no traffic violations or accidents in the past 3 years. Contractor personnel designated to operate any heavy machinery must be qualified or licensed in the use of said machinery.
- 2.3.3. Driving on U.S. Government Property: Any contractor traffic violations may result in the denial of driving privileges on U.S. Government Property.

# 2.4. <u>Safety</u>:

- 2.4.1. The Contractor is responsible for ensuring that all work performed under this contract is accomplished in a safe and proper manner.
- 2.4.2 Safety Instruction/Training All Contractor employees shall be instructed on accident prevention and safety. Special emphasis shall be placed on the safe operation of equipment. Training shall be conducted for all employees by the Contractor on appropriate safety measures and on employees obligation to obey all existing U.S. Government regulations.

#### 2.5. Quality Control Plan:

- 2.5.1. The Contractor shall establish and maintain a complete Quality Control Plan (QCP) to ensure the requirements of the contract are provided as specified. The Contractor shall not be allowed to perform any portion of this contract without an approved QCP.
- 2.5.2. One copy of the Contractor's QCP shall be provided to the Contracting Officer (CO) not later than one week prior to commencement of work.
- 2.5.3. A revised copy of the QCP must be provided to the CO prior to the contract start date and as changes occur.

#### 2.5.4. The QCP shall include:

- 2.5.4.1. An inspection system covering all the services required under the terms and conditions of the contract. It must specify the areas to be inspected on either a scheduled or unscheduled basis, how often inspections will be accomplished, or the title of the individuals(s) who shall perform the inspections.
- 2.5.4.2. On-site records of all inspections conducted by the Contractor and necessary corrective action taken shall be made available to the Government during the term of the contract.
- 2.5.5. Deficient Service: For services found to be incomplete, defective or not accomplished as scheduled.

#### 2.6. Performance Period:

2.6.1 <u>Working Hours</u>. The Contractor shall maintain working hours of operation stated in Section. 1.1, "Standard Services." Final approval of any request to operate at a time other than the normal working hours shall be made by the CO.

#### 3. WORK SPECIFICATIONS:

3.1. <u>General Responsibilities</u>. The Contractor shall remove all items from point of service indicated on the attachment in an orderly manner and leave the area free of debris. Contractor shall remove all trash and garbage as well as keep the area within a 10 feet radius free of debris.

# 3.2. <u>Collection Schedules</u>:

- 3.2.1 The Contractor shall establish collection schedules to meet the requirements specified in Section 1.1 and submit these to the Contracting Officer's Representative (COR) for approval 5 working days prior to the start of contract performance.
- 3.2.2 Collection Operations. The collection schedule shall be established so collection operations shall be made between the hours of operation stated in Section A. 1.1, "Standard Services."
- 3.2.3 If the Contractor desires to work outside of the operation hours, it shall submit its request, in writing, through the COR for final approval by the CO.

#### 3.3. <u>Vehicles</u>:

- 3.3.1. All vehicles shall be in operable condition and meet Republic of Peru safety standards.
- 3.3.2. All vehicles shall be operated in accordance with installation traffic regulations. If vehicles are communications-equipped, equipment shall comply with installation frequency regulations.

- 3.3.3. Vehicles shall have the Contractor's company logo displayed on both sides of the vehicle.
- 3.3.4. All contractor equipment shall be equipped with proper safety and noise limiting devices. Noise level no greater than 75dB. Safety devices shall meet US ANSI standards as available on the internet. The contractor equipment shall be be in a safe operating condition at all times. Equipment shall be subject to safety inspections at any time by the COR. Any defective equipment shall be either repaired or removed from the installation.
- 3.3.5. Vehicle Maintenance. The Contractor shall be responsible for making all repairs to keep its vehicles in working order to meet all requirements of this contract. Collection vehicles that are being repaired or are unserviceable shall not be a basis for non-performance of this contract.
- 3.3.6. Cleaning Requirements. Collection vehicles, including the vehicles body, used for hauling refuse shall be kept in a clean condition. No cleaning facility or area shall be provided by the Government. Cleaning shall be accomplished in full compliance with applicable Peruvian environmental laws and regulations.

#### 3.4. Disposal:

- 3.4.1. The Contractor shall dispose of all garbage at a DIGESA authorized sanitary landfill.
- 3.4.2. Disposal shall be accomplished in full compliance with all existing Peruvian environmental laws and regulations.
- 3.4.3. The Contractor shall be responsible for any permit or fees associated with the use of the sanitary landfill. Price per trip shall include these fees. The estimated density of our regular loose non compacted trash is 250 Kg/M3

#### 3.5. Collection of Trash and Garbage:

- 3.5.1 <u>Trash/Garbage</u>. The Contractor shall be responsible for the removal of whatever is deposited in the collection points unless otherwise specified in this contract.
- 3.5.2. Replacement of Bulk Containers. The Contractor shall replace the full bulk container with an empty bulk container simultaneously at the trash/garbage collection point.
- 3.5.3. <u>Container Cleanliness</u>. The contractor shall ensure that all trash containers are free of trash, garbage, and other debris upon completion of work. Loose trash, garbage, and other debris must be removed and disposed of during scheduled pickups. Contractor shall ensure odors from dirty containers are prevented.
- 3.5.4. <u>Construction Debris</u>. The Contractor shall remove of all construction debris, that are generated by the Government in-house work force. Construction debris shall include, building insulation, concrete masonry units, concrete, gypsum board, wood, and other items the Government deems not of salvageable value. The maximum

acceptable size of construction debris shall be under seven (7) feet in length and 40 kilograms in weight.

- 3.5.5. <u>Industrial Waste</u>: The Contractor shall remove all industrial waste. Industrial waste is not to be confused with special waste or asbestos or any items that are considered to contain hazardous waste materials, nor any other Regulated Waste. Industrial waste includes, items such as fiberglass hoods, wind shields (double glass) from vehicles, appliances, old furniture, waste sponges, waste rubber, and vehicle tires.
- 3.5.6. Spillage. The Contractor shall pickup all spillage around collection stations within a ten (10) foot radius. The cleanup operation shall be concurrent with scheduled refuse collections. The Contractor shall ensure that vehicle bodies are kept covered at all times to prevent loose trash from blowing off.
- 3.5.8. <u>Inaccessible Containers</u>. Containers that are blocked by vehicles or otherwise inaccessible shall be tagged with a weatherproof notice stating the time of attempted collection, reason for non-collection (including license number of vehicle or identification of other obstruction) any other applicable comments. The Contractor shall notify the COR no later than one (1) hour after the attempted collection pickup.

#### GOVERNMENT PROPERTY

4.1. Inspection and Search. Embassy security personnel, may, whenever it is deemed necessary within US Embassy installations, stop and search the Contractor, Contractor's employees, its vehicles, conveyances and facilities to ensure that only property covered under this contract is being removed.

#### 4.2. Illicit Acts:

- 4.2.1. The Contractor shall be responsible for any illicit act committed by the its assigned agents and/or employees while such personnel are within the confines of U.S. Government property or any such area involved in the performance of this contract.
- 4.2.2. For the purpose of this contract, illicit acts include fraud, theft, bribery, extortion, receiving stolen property and any other acknowledged offense not specifically indicated.

#### 5. SAFETY:

#### 5.1. Regulated Waste:

- 5.1.1. The Contractor shall not handle regulated waste such as, but not limited to hazardous waste, contaminated waste, or liquid waste. If such materials are encountered, the Contractor must stop work immediately and notify the COR. The Contractor shall hold the Government harmless from any and all such demands, suits, actions, or other claims of whatever nature arising from or out of this material. If there is some doubt among contractor personnel as to the nature of a specific item or substance, the contractor is to contact the COR.
- 5.1.2. <u>Disposal of Solid and Liquid Wastes</u>. The Contractor shall comply with Peruvian environmental laws, directives, and regulations reference to collection, transfer, transporting, processing, treatment and disposal of solid and liquid wastes.

5.2. <u>Food Waste</u>. The Contractor certifies that food waste generated by dining facilities, commissaries, and clubs shall not be used, offered, or sold for human consumption.

# 6. <u>SEGREGATION OF MATERIALS</u>:

- 6.1. <u>Segregation of materials by the Government</u>. The Government shall not segregate materials; however, dining facilities and commissaries shall endeavor to keep edible and inedible garbage separate and not contaminate with toxic materials foodstuffs suitable for animal feed. The Contractor shall not segregate materials at the trash collection sites/points or within the boundaries of U.S. Government property.
- 6.2. <u>Government Liability</u>. The Government will not be liable for damages in any amount from any source as a result of garbage or condemned foodstuffs to the Contractor.
- 6.3. <u>Segregation Materials</u>. If segregation of collected trash and garbage is required by local county/city officials prior to disposal at the local dump site, the Contractor shall perform these services.

#### **SECTION 2 - CLAUSES**

# 2.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS—COMMERCIAL ITEMS (JAN 2017)

- (a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:
- (1) <u>52.203-19</u>, 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) <u>52.209-10</u>, Prohibition on Contracting with Inverted Domestic Corporations (Nov 2015).
- (3) 52.233-3, Protest After Award (Aug 1996) (31 U.S.C. 3553).
- (4) <u>52.233-4</u>, Applicable Law for Breach of Contract Claim (OCT 2004)(Public Laws 108-77 and 108-78 (<u>19 U.S.C. 3805 note</u>)).
- (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:

#### [Contracting Officer check as appropriate.]

(1) <u>52.203-6</u> , Restrictions on Subcontractor Sales to the Government (Sept 2006), with Alternate I
(Oct 1995) ( <u>41 U.S.C. 4704</u> and <u>10 U.S.C. 2402</u> ).
(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 (June 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American
Recovery and Reinvestment Act of 2009.)
(4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (Oct 2016) (Pub.
L. 109-282) (31 U.S.C. 6101 note).
(5) [Reserved].
(6) 52.204-14, Service Contract Reporting Requirements (Oct 2016) (Pub. L. 111-117, section 743 of
Div. C).
(7) <u>52.204-15</u> , Service Contract Reporting Requirements for Indefinite-Delivery Contracts (Oct 2016)
(Pub. L. 111-117, section 743 of Div. C).
(8) <u>52.209-6</u> , Protecting the Government's Interest When Subcontracting with Contractors Debarred,
Suspended, or Proposed for Debarment. (Oct 2015) (31 U.S.C. 6101 note).
(9) <u>52.209-9</u> , Updates of Publicly Available Information Regarding Responsibility Matters (Jul 2013)
(41 U.S.C. 2313).
(10) [Reserved].
(11)(i) <u>52.219-3</u> , Notice of HUBZone Set-Aside or Sole-Source Award (Nov 2011) ( <u>15 U.S.C. 657a</u> ).
(ii) Alternate I (Nov 2011) of <u>52.219-3</u> .

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(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 <u>52.219-4</u>.
__ (13) [Reserved]
__ (14)(i) 52.219-6, Notice of Total Small Business Set-Aside (Nov 2011) (15 U.S.C. 644).
__ (ii) Alternate I (Nov 2011).
__ (iii) Alternate II (Nov 2011).
__ (15)(i) 52.219-7, Notice of Partial Small Business Set-Aside (June 2003) (15 U.S.C. 644).
__ (ii) Alternate I (Oct 1995) of 52.219-7.
__ (iii) Alternate II (Mar 2004) of 52.219-7.
__ (16) 52.219-8, Utilization of Small Business Concerns (Nov 2016) (15 U.S.C. 637(d)(2)and (3)).
(17)(i) 52.219-9, Small Business Subcontracting Plan (Jan 2017) (15 U.S.C. 637(d)(4)).
__ (ii) Alternate I (Nov 2016) of <u>52.219-9</u>.
__ (iii) Alternate II (Nov 2016) of <u>52.21</u>9-9.
(iv) Alternate III (Nov 2016) of 52.219-9.
__ (v) Alternate IV (Nov 2016) of <u>52.219-9</u>.
__ (18) <u>52.219-13</u>, Notice of Set-Aside of Orders (Nov 2011) (<u>15 U.S.C. 644(r)</u>).
__ (19) 52.219-14, Limitations on Subcontracting (Jan 2017) (15 U.S.C. 637(a)(14)).
(20) 52.219-16, Liquidated Damages—Subcon-tracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).
(21) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (Nov 2011)
(15 U.S.C. 657 f).
(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) <u>52.222-3</u>, Convict Labor (June 2003) (E.O. 11755).
_X_ (26) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (Oct 2016) (E.O. 13126).
(27) <u>52.222-21</u>, Prohibition of Segregated Facilities (Apr 2015).
__ (28) 52.222-26, Equal Opportunity (Sept 2016) (E.O. 11246).
__ (29) <u>52.222-35</u>, Equal Opportunity for Veterans (Oct 2015)(<u>38 U.S.C. 4212</u>).
__ (30) <u>52.222-36</u>, Equal Opportunity for Workers with Disabilities (Jul 2014) (<u>29 U.S.C. 793</u>).
__ (31) <u>52.222-37</u>, 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).
X (33)(i) 52.222-50, Combating Trafficking in Persons (Mar 2015) (22 U.S.C. chapter 78 and E.O.
13627).
__ (ii) Alternate I (Mar 2015) of <u>52.222-50</u> (<u>22 U.S.C. chapter</u> 78 and E.O. 13627).
 __ (34) 52.222-54, Employment Eligibility Verification (Ост 2015). (Executive Order 12989). (Not
applicable to the acquisition of commercially available off-the-shelf items or certain other types of
commercial items as prescribed in 22.1803.)
__ (35) 52.222-59, Compliance with Labor Laws (Executive Order 13673) (Oct 2016). (Applies at $50
million for solicitations and resultant contracts issued from October 25, 2016 through April 24, 2017;
applies at $500,000 for solicitations and resultant contracts issued after April 24, 2017).
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Note to paragraph (b)(35): By a court order issued on October 24, 2016, 52.222-59 is enjoined indefinitely as of the date of the order. The enjoined paragraph will become effective immediately if the court terminates the injunction. At that time, GSA, DoD and NASA will publish a document in the Federal Register advising the public of the termination of the injunction. \_\_\_ (36) <u>52.222-60</u>, Paycheck Transparency (Executive Order 13673) (OCT 2016). \_\_ (37)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Items (May 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available offthe-shelf items.) (ii) Alternate I (May 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.) \_\_ (38) 52.223-11, Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (Jun 2016) (E.O. 13693). (39) 52.223-12, Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (Jun 2016) (E.O. 13693). (40)(i) 52.223-13, Acquisition of EPEAT®-Registered Imaging Equipment (JUN 2014) (E.O.s 13423 and 13514). \_\_ (ii) Alternate I (Oct 2015) of <u>52.223-13</u>. \_\_\_ (41)(i) 52.223-14, Acquisition of EPEAT®-Registered Televisions (Jun 2014) (E.O.s 13423 and 13514). \_\_ (ii) Alternate I (Jun 2014) of <u>52.223-14</u>. \_\_ (42) 52.223-15, Energy Efficiency in Energy-Consuming Products (DEC 2007) (42 U.S.C. 8259b). \_\_ (43)(i) 52.223-16, Acquisition of EPEAT®-Registered Personal Computer Products (Ocτ 2015) (Ε.Ο.s 13423 and 13514). (ii) Alternate I (Jun 2014) of 52.223-16. \_X\_ (44) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (Aug 2011) (E.O. 13513). \_\_ (45) <u>52.223-20</u>, Aerosols (Jun 2016) (E.O. 13693). \_\_ (46) <u>52.223-21</u>, Foams (Jun 2016) (E.O. 13693). \_\_ (47)(i) <u>52.224-3</u>, Privacy Training (JAN 2017) (5 U.S.C. 552a). \_\_ (ii) Alternate I (JAN 2017) of 52.224-3. \_\_\_ (48) <u>52.225-1</u>, Buy American—Supplies (May 2014) (<u>41</u> U.S.C. chapter 83). \_\_ (49)(i) 52.225-3, Buy American—Free Trade Agreements—Israeli Trade Act (May 2014) (41 U.S.C. chapter 83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43. \_\_ (ii) Alternate I (May 2014) of <u>52.2</u>25-3. \_\_ (iii) Alternate II (May 2014) of 52.225-3. \_\_ (iv) Alternate III (May 2014) of <u>52.225-3</u>. (50) 52.225-5, Trade Agreements (Ост 2016) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301note). \_X\_ (51) 52.225-13, Restrictions on Certain Foreign Purchases (June 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury). \_\_\_ (52) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10

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

U.S.C. 2302 Note).

- \_\_ (54) <u>52.226-5</u>, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).
- \_X\_ (55) <u>52.232-29</u>, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 4505, <u>10 U.S.C. 2307(f)</u>).
- \_\_\_ (56) <u>52.232-30</u>, Installment Payments for Commercial Items (Jan 2017) (41 U.S.C. 4505, <u>10 U.S.C. 2307(f)</u>).
- \_\_ (57) <u>52.232-33</u>, Payment by Electronic Funds Transfer—System for Award Management (Jul 2013) (<u>31 U.S.C. 3332</u>).
- \_X\_ (58) <u>52.232-34</u>, Payment by Electronic Funds Transfer—Other than System for Award Management (Jul 2013) (<u>31 U.S.C. 3332</u>).
- \_\_ (59) <u>52.232-36</u>, Payment by Third Party (May 2014) (<u>31 U.S.C. 3332</u>).
- \_\_ (60) <u>52.239-1</u>, Privacy or Security Safeguards (Aug 1996) (<u>5 U.S.C. 552a</u>).
- \_\_ (61) <u>52.242-5</u>, Payments to Small Business Subcontractors (JAN 2017)(15 U.S.C. 637(d)(12)).
- \_\_ (62)(i) <u>52.247-64</u>, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and <u>10 U.S.C. 2631</u>).
- \_\_ (ii) Alternate I (Apr 2003) of <u>52.247-64</u>.
- (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:

  [Contracting Officer check as appropriate.]
- \_\_ (1) 52.222-17, Nondisplacement of Qualified Workers (May 2014)(E.O. 13495).
- (2) 52.222-41, Service Contract Labor Standards (May 2014) (41 U.S.C. chapter 67).
- \_\_ (3) <u>52.222-42</u>, Statement of Equivalent Rates for Federal Hires (May 2014) (29 U.S.C. 206and 41 U.S.C. chapter 67).
- \_\_ (4) <u>52.222-43</u>, Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (Multiple Year and Option Contracts) (May 2014) (<u>29 U.S.C. 206</u> and <u>41 U.S.C. chapter 67</u>).
- \_\_ (5) <u>52.222-44</u>, Fair Labor Standards Act and Service Contract Labor Standards—Price Adjustment (May 2014) (<u>29 U.S.C. 206</u> and <u>41 U.S.C. chapter 67</u>).
- \_\_ (6) <u>52.222-51</u>, 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) <u>52.222-53</u>, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services—Requirements (May 2014) (41 U.S.C. chapter 67).
- \_\_\_(8) <u>52.222-55</u>, Minimum Wages Under Executive Order 13658 (Dec 2015).
- \_\_ (9) <u>52.222-62</u>, Paid Sick Leave Under Executive Order 13706 (JAN 2017) (E.O. 13706).
- \_\_ (10) <u>52.226-6</u>, Promoting Excess Food Donation to Nonprofit Organizations (May 2014) (<u>42 U.S.C.</u> <u>1792</u>).
- (11) <u>52.237-11</u>, Accepting and Dispensing of \$1 Coin (Sept 2008) (<u>31 U.S.C. 5112(p)(1)</u>).
- (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 <u>subpart 4.7</u>, 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) <u>52.203-19</u>, 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) <u>52.219-8</u>, Utilization of Small Business Concerns (Nov 2016) (<u>15 U.S.C. 637(d)(2</u>) 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.
- (iv)  $\underline{52.222-17}$ , Nondisplacement of Qualified Workers (May 2014) (E.O. 13495). Flow down required in accordance with paragraph (I) of FAR clause  $\underline{52.222-17}$ .
- (v) 52.222-21, Prohibition of Segregated Facilities (Apr 2015)
- (vi) <u>52.222-26</u>, Equal Opportunity (Sept 2016) (E.O. 11246).
- (vii) 52.222-35, Equal Opportunity for Veterans (Oct 2015) (38 U.S.C. 4212).
- (viii) 52.222-36, Equal Opportunity for Workers with Disabilities (Jul 2014) (29 U.S.C. 793).
- (ix) 52.222-37, Employment Reports on Veterans (Feb 2016) (38 U.S.C. 4212)
- (x) <u>52.222-40</u>, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O.
- 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.
- (xi) <u>52.222-41</u>, Service Contract Labor Standards (May 2014) (<u>41 U.S.C. chapter 67</u>). (xii)
- <u>52.222-50</u>, Combating Trafficking in Persons (Mar 2015) (<u>22 U.S.C. chapter 78</u> and E.O 13627).Alternate I (Mar 2015) of <u>52.222-50</u> (<u>22 U.S.C. chapter 78</u> and E.O 13627).
- (xiii) <u>52.222-51</u>, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (May 2014) (<u>41 U.S.C. chapter</u> 67).
- (xiv) <u>52.222-53</u>, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements (May 2014) (41 U.S.C. chapter 67).
- (xv) 52.222-54, Employment Eligibility Verification (Oct 2015) (E.O. 12989).
- (xvi) 52.222-55, Minimum Wages Under Executive Order 13658 (Dec 2015).

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

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

- (xviii) 52.222-60, Paycheck Transparency (Executive Order 13673) (Oct 2016)).
- (xix) 52.222-62, Paid Sick Leave Under Executive Order 13706 (JAN 2017) (E.O. 13706).
- (xx)(A) 52.224-3, Privacy Training (JAN 2017) (5 U.S.C. 552a).
- (B) Alternate I (JAN 2017) of 52.224-3.
- (xxi) <u>52.225-26</u>, 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; <u>10 U.S.C.</u> 2302 Note).
- (xxii) <u>52.226-6</u>, Promoting Excess Food Donation to Nonprofit Organizations (May 2014) (<u>42 U.S.C.</u> <u>1792</u>). Flow down required in accordance with paragraph (e) of FAR clause <u>52.226-6</u>.
- (xxiii) <u>52.247-64</u>, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (<u>46 U.S.C. Appx. 1241(b)</u> and <u>10 U.S.C. 2631</u>). Flow down required in accordance with paragraph (d) of FAR clause <u>52.247-64</u>.
- (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)

#### Subpart 46.8—Contractor Liability for Loss of or Damage to Property of the Government

#### 46.802 Definition.

"High-value item," as used in this subpart, means a contract end item that—

- (1) Has a high unit cost (normally exceeding \$100,000 per unit), such as an aircraft, an aircraft engine, a communication system, a computer system, a missile, or a ship, and
  - (2) Is designated by the contracting officer as a high-value item.

## 46.803 Policy.

- (a) General. The Government will generally act as a self-insurer by relieving contractors, as specified in this subpart, of liability for loss of or damage to property of the Government that (1) occurs after acceptance of supplies delivered or services performed under a contract and (2) results from defects or deficiencies in the supplies or services. However, the Government will not relieve the contractor of liability for loss of or damage to the contract end item itself, except for high-value items.
- (b) High-value items. In contracts requiring delivery of high-value items, the Government will relieve contractors of contractual liability for loss of or damage to those items. However, this relief shall not limit the Government's rights arising under the contract to—

- (1) Have any defective item or its components corrected, repaired, or replaced when the defect or deficiency is discovered before the loss of or damage to a high-value item occurs; or
- (2) Obtain equitable relief when the defect or deficiency is discovered after such loss or damage occurs.
- (c) Exception. The Government will not provide contractual relief under paragraphs (a) and (b) of this section when contractor liability can be preserved without increasing the contract price.
- (d) Limitations. Subject to the specific terms of the limitation of liability clause included in the contract, the relief provided under paragraphs (a) and (b) of this section does not apply—
- (1) To the extent that contractor liability is expressly provided under a contract clause authorized by this regulation;
- (2) When a defect or deficiency in, or Government's acceptance of, the supplies or services results from willful misconduct or lack of good faith on the part of the contractor's managerial personnel; or
- (3) To the extent that any contractor insurance, or self-insurance reserve, covers liability for loss or damage suffered by the Government through purchase or use of the supplies delivered or services performed under the contract.

(End of clause)

#### **SECTION 3 - SOLICITATION PROVISIONS**

FAR 52.212-1 INSTRUCTIONS TO OFFERORS -- COMMERCIAL ITEMS (JAN 2017), is incorporated by reference (see SF-1449, Block 27A)

#### ADDENDUM TO 52.212-1

- A. <u>Summary of Instructions</u>. Each offer must consist of the following:
- A.1. A completed solicitation, in which the SF-1449 cover page (blocks 17, 19-24, and 30 as appropriate) has been filled out.
- A.2. Information demonstrating the offeror's/quoter's ability to perform, including:
- (1) Name of a Project Manager (or other liaison to the U.S. Embassy/Consulate) who understands written and spoken English;
- (2) Evidence that the offeror/quoter operates an established business with a permanent address and telephone listing;
- (3) List of clients over the past **three (3) years**, demonstrating prior experience in Garbage Disposal services with relevant past performance information and references (provide dates of contracts, places of performance, value of contracts, contact names, telephone and fax numbers and email addresses). If the offeror has not performed comparable services in **Peru** then the offeror shall provide its international experience. Offerors are advised that the past performance information requested above may be discussed with the client's contact person. In addition, the client's contact person may be asked to comment on the offeror's:
  - Quality of services provided under the contract;
  - Compliance with contract terms and conditions;
  - Effectiveness of management;
  - Willingness to cooperate with and assist the customer in routine matters, and when confronted by unexpected difficulties; and
  - Business integrity / business conduct.

The Government will use past performance information primarily to assess an offeror's capability to meet the solicitation performance requirements, including the relevance and successful performance of the offeror's work experience. The Government may also use this data to evaluate the credibility of the offeror's proposal. In addition, the Contracting Officer may use past performance information in making a determination of responsibility.

(4) Evidence that the offeror/quoter can provide the necessary personnel, equipment, and financial resources needed to perform the work;

- (5) The offeror shall address its plan to obtain all licenses and permits required by local law (see DOSAR 652.242-73 in Section 2). If offeror already possesses the locally required licenses and permits, a copy shall be provided.
  - (6) The offeror's strategic plan for Garbage disposal services to include but not limited to:
- (a) A work plan taking into account all work elements in Section 1, Performance Work Statement;
- (b) Identify types and quantities of equipment, supplies and materials required for performance of services under this contract. Identify if the offeror already possesses the listed items and their condition for suitability and if not already possessed or inadequate for use how and when the items will be obtained;
- (c) Plan of ensuring quality of services including but not limited to contract administration and oversight; and

#### **SECTION 4 - EVALUATION FACTORS**

- Award will be made to the lowest priced, acceptable, responsible offeror. The quoter shall submit a completed solicitation.
- The Government reserves the right to reject proposals that are unreasonably low or high in price.
- The lowest price will be determined by multiplying the offered prices times the estimated quantities in "Prices Continuation of SF-1449, block 23", and arriving at a grand total.
- The Government will determine acceptability by assessing the offeror's compliance with the terms of the RFQ to include the information required by Section 3.
- The Government will determine contractor responsibility by analyzing whether the apparent successful offeror complies with the requirements of FAR 9.1, including:
  - Adequate financial resources or the ability to obtain them;
  - Ability to comply with the required performance period, taking into consideration all existing commercial and governmental business commitments;
  - Satisfactory record of integrity and business ethics;
  - Necessary organization, experience, and skills or the ability to obtain them;
  - Necessary equipment and facilities or the ability to obtain them;
  - Be otherwise qualified and eligible to receive an award under applicable laws and regulations.