

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30				1. REQUISITION NO.		PAGE 1 OF 112	
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE		4. ORDER NO.		5. SOLICITATION NUMBER VA263-17-Q-1096	
						6. SOLICITATION ISSUE DATE 08-16-2017	
7. FOR SOLICITATION INFORMATION CALL:		a. NAME SCOTT MORRISON scott.morrison2@va.gov				b. TELEPHONE NO. (No Collect Calls) 605-336-3230 x7859	
						8. OFFER DUE DATE/LOCAL TIME 08-25-2017 12:00PM	
9. ISSUED BY Department of Veterans Affairs Network Contracting Office 23 (90c) 2501 W. 22nd St. Sioux Falls SD 57105				10. THIS ACQUISITION IS <input type="checkbox"/> UNRESTRICTED OR <input checked="" type="checkbox"/> SET ASIDE: 100 % FOR: <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM NAICS: 562211 <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> EDWOSB <input checked="" type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input type="checkbox"/> 8(A) Y \$15 Million SIZE STANDARD:			
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS		13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) <input type="checkbox"/>		13b. RATING N/A	
						14. METHOD OF SOLICITATION <input checked="" type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP	
15. DELIVER TO Department of Veterans Affairs 601 Highway 6W Iowa City IA 52246				16. ADMINISTERED BY Department of Veterans Affairs Network Contracting Office 23 (90c) 2501 W. 22nd St. Sioux Falls SD 57105			
17a. CONTRACTOR/OFFEROR CODE		FACILITY CODE		18a. PAYMENT WILL BE MADE BY Tungsten OB10 Electronic Invoicing as specified below			
				PHONE: FAX:			
TELEPHONE NO.		DUNS:		DUNS+4:			
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER				<input type="checkbox"/> 18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM			
19. ITEM NO.		20. See CONTINUATION Page SCHEDULE OF SUPPLIES/SERVICES		21. QUANTITY		22. UNIT	
						23. UNIT PRICE	
						24. AMOUNT	
		The Iowa City, IA Veterans Administration has a fixed price indefinite delivery, indefinite quantity contract requirement for Hazardous Waste Removal service. PERIOD OF PERFORMANCE: DATE OF AWARD 10/05/2017 - 10/04/18 See statement of work and price schedule listed below. Department of Labor (DOL) Wage Determination WD 15-4983 applies to services performed during the base year period of performance. See the attached Wage Determination document. See the attached price schedule. This procurement contains a 100% set-aside for Service Disabled Veteran Owned Small Business offerors. (Use Reverse and/or Attach Additional Sheets as Necessary)					
25. ACCOUNTING AND APPROPRIATION DATA See CONTINUATION Page Funding data will be provided on each resulting task order.				26. TOTAL AWARD AMOUNT (For Govt. Use Only)			
<input checked="" type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA				<input type="checkbox"/> ARE <input checked="" type="checkbox"/> ARE NOT ATTACHED.			
<input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA				<input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED			
<input type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN _____ COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED				<input type="checkbox"/> 29. AWARD OF CONTRACT: REF. _____ OFFER DATED _____, YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN IS ACCEPTED AS TO ITEMS:			
30a. SIGNATURE OF OFFEROR/CONTRACTOR				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)			
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)		30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) Scott Morrison		31c. DATE SIGNED	

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SECTION B - CONTINUATION OF SF 1449 BLOCKS

SECTION B - CONTINUATION OF SF 1449 BLOCKS

B.1 CONTRACT ADMINISTRATION DATA

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

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

a.

CONTRACTOR: _____

b. GOVERNMENT:

Department of Veterans Affairs
Network Contracting Office 23 (90c)
2501 W. 22nd St.
Sioux Falls SD 57105

Questions about this solicitation document and attached documents shall be directed to:
Scott Morrison, Contract Officer
Email: scott.morrison2@va.gov

*A Contract Officer's Representative (COR) shall be assigned prior to award of any resulting contract from this solicitation. See Provision VAAR 852.270-1 REPRESENTATIVES OF CONTRACTING OFFICERS shown on the last page of this document.

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
☐ 52.232-36, Payment by Third Party

3. INVOICES: Invoices shall be submitted in arrears:

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

ELECTRONIC INVOICING: The Department of Veterans Affairs, Financial Services Center (FSC), has changed the accounts payable process and has transitioned to electronic invoicing. Your participation in this existing process is required in order to continue providing products or services to the Department of Veteran Affairs in compliance with the Improper Payments Elimination and Recovery Act of 2010 (IPERA) and Mandate AN97. To begin submitting electronic invoices, free of charge, please visit the following website: <http://ob10.com/us/en/veterans-affairs-us/> and review the electronic invoicing process.

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

DESCRIPTION/SPECIFICATIONS/ STATEMENT OF WORK

The Contractor shall provide hazardous, non-hazardous and specialty (i.e. hazardous pharmaceutical, non-hazardous pharmaceutical and dual [hazardous chemical and bio-hazardous combined]) waste services to include supplies, labeling, lab-packing, consolidation, collection, shipment, manifesting, regulatory inspection, auditing, training (i.e. initial and at least annual thereafter), consulting and emergency spill response for the Iowa City VA Health Care System (IC VAHCS).

The Contractor must comply with all applicable Federal (U.S. Environmental Protection Agency [US EPA], U.S. Occupational Safety and Health Administration [US OSHA],

U.S. Department of Transportation [US DOT], etc.), State (Iowa Department of Natural Resources [IDNR], etc.), interstate, national consensus standards (Joint Commission [JC]), and local requirements, rules, regulations and laws relative to the handling, removal, manifesting, transportation, management, disposal and/or treatment of hazardous wastes.

The hazardous and non-hazardous pharmaceutical waste program used by the Contractor must utilize the same identification scheme as is in-use at the IC VAHCS. This identification scheme uses ½ inch diameter adhesive dots applied to the pharmaceuticals that are regulated as hazardous when they become a waste (all black dot is for hazardous compatible waste, black dot with a white "P" in the center for P listed waste, and black dot with orange triangle in the center for hazardous incompatible wastes).

The IC VAHCS includes the following facilities: Iowa City VA Medical Center; Bettendorf, IA Community-Based Outpatient Clinic (CBOC); Cedar Rapids, IA CBOC; Coralville, IA Clinic; Decorah, IA CBOC; Dubuque, IA CBOC; Galesburg, IL CBOC; Ottumwa, IA CBOC; Quincy, IA CBOC; Sterling/Rock Falls CBOC; and Waterloo, IA CBOC.

The Contractor will conduct up to sixteen (16) waste pickups (or visits) per year. Specifically, a maximum of four (4) waste pickups per year will be conducted at the Iowa City VA Medical Center's Main Hazardous Waste Container Storage Area (Room

#B110, Building #40) for the removal and disposal of hazardous, non-hazardous and specialty (i.e. hazardous pharmaceutical, non-hazardous pharmaceutical and dual [hazardous chemical and bio-hazardous]) wastes. Further, only one (1) waste pickup per year for hazardous and non-hazardous pharmaceutical wastes will be conducted at each of the following ten (10) affiliated facilities: Bettendorf, IA CBOC; Cedar Rapids, IA CBOC; Coralville, IA Clinic; Decorah, IA CBOC; Dubuque, IA CBOC; Galesburg, IL CBOC; Ottumwa, IA CBOC; Quincy, IA CBOC; Sterling/Rock Falls CBOC; and Waterloo, IA CBOC.

The following line items presented under Sections A, B & C should be used to estimate the hazardous, non-hazardous and specialty wastes to be removed and disposed of during the

year. These are typical wastes that have been removed and disposed of in the past, but are not meant to limit the contract to these items or containers.

Since it is difficult to price this service without knowledge of what items will need to be disposed of, the vendor will certify that the “lowest commercial price” will be provided for this service. “Lowest commercial price” means the lowest price at which a sale was made to the general public for this service and that the vendor does not provide this service to any other customer at a lower price.

1. DESCRIPTION OF WORK

The Contractor shall provide hazardous, non-hazardous and specialty (i.e. hazardous pharmaceutical, non-hazardous pharmaceutical and dual [hazardous chemical and bio-hazardous combined]) waste services that include supplies, labeling, lab-packing, consolidation, collection, shipment, manifesting, regulatory inspection, auditing, training, consulting and emergency spill response for the Iowa City VA Health Care System (IC VAHCS).

The Contractor must comply with all applicable Federal (US EPA, US OSHA, US DOT, etc.), State (IDNR, etc.), interstate, national consensus standards (JC), and local requirements, rules, regulations and laws relative to the handling, removal, manifesting, transportation, management, disposal and/or treatment of hazardous, non-hazardous and specialty wastes.

A. REQUIREMENTS AND SCOPE

The Department of Veterans Affairs, Iowa City VA Health Care System (IC VAHCS) intends to award a Firm Fixed Price contract to a qualified firm with the capability and capacity to provide lab-packs, removal and disposal services for hazardous, non-hazardous and specialty (i.e. hazardous pharmaceutical, non-hazardous pharmaceutical and dual [hazardous chemical and bio-hazardous combined]) wastes from the IC VAHCS locations within Iowa and Illinois in accordance with current federal, state and local regulations. Services shall include all supplies, labor, materials, tools, equipment, analysis, travel, transportation, documentation, waste treatment, disposal and support services required to categorize, package, transport, document and dispose of

hazardous, non-hazardous and specialty wastes from the IC VAHCS. Further, the hazardous and non-hazardous pharmaceutical waste program used by the Contractor must utilize the same identification scheme as is in-use at the Facility. This identification scheme uses ½ inch diameter adhesive dots applied to the pharmaceuticals that are regulated as hazardous when they become a waste (all black dot is for hazardous compatible waste, black dot with a white “P” in the center for P listed waste, and black dot with orange triangle in the center for hazardous incompatible wastes). The Contractor and the Facility Contracting Officer’s Representative (COR) from the IC VAHCS located within Iowa will arrange for a routine (non-emergency) service for the facility based upon volume. This will occur on a bi-weekly, quarterly or other periodic basis depending on rate of generation. The successful offeror must possess the necessary technical expertise and resources required by this solicitation to be considered for contract award.

B. RECORDKEEPING/REPORTS:

Contractor shall have a centralized waste tracking system that is exportable to the VA system via a Microsoft Excel spreadsheet. The centralized tracking system will include a centralized database for all waste characterizations and determinations, hazardous waste manifests, universal bill of lading for non-hazardous wastes, methods of final (end) disposal, final (end) disposal sites, monthly, quarterly and annual waste generation reports by facility, training records, and a tracking system for hazardous materials spills.

The Contractor will be responsible for providing a database that will be able to generate reports on hazardous waste activities, waste characterization profiles, annual generation by facility and other information necessary for the successful operation and management of a hazardous waste management program. This will be readily exported to a format such as Microsoft Excel.

C. INSPECTIONS:

The contract will include bi-weekly and monthly inspections and movement of hazardous and non-hazardous pharmaceutical wastes from all satellite accumulation areas at the IC VAHCS. The accumulation areas will be inspected according to guidelines based upon Federal/State regulations and requirements. The inspection checklist will be made available electronically to the facility and reports generated to identify problem areas by facility, satellite accumulation area, by date or other fields deemed appropriate.

This contract will not include the disposal of infectious, bio-hazardous, radiological, or pathological waste with the exception of dual (chemical hazardous and bio-hazardous combined) waste.

1. General Task Statement:

The successful Contractor will be required to provide removal and disposal of hazardous, non-hazardous and specialty (i.e. hazardous pharmaceutical, non-hazardous pharmaceutical and dual [hazardous chemical and bio-hazardous combined]) wastes at the Department of Veterans Affairs, IC VAHCS. Additional chemical wastes may be added to this contract by amendment by the Contracting Officer if such wastes are identified during the process of this contract. Additional chemicals not listed shall not be removed from the premises without written authorization from the Contracting Officer.

2. Statement of Work:**A. Hazardous Wastes (Non-Pharmaceutical Wastes and Non-Dual Wastes)**

The Contractor shall provide services that include supplies, labeling, consolidation, lab- packing, shipment, manifesting, regulatory inspection, consulting and emergency spill response services for the removal and disposal of hazardous and non-hazardous wastes (non-pharmaceutical and non-dual wastes) from the IC VAHCS (Iowa City VA Medical Center).

Contractor will provide appropriate protection for his/her employees that complies with OSHA and CDC guidelines that include barrier precautions, i.e., gloves, masks, eyewear and/or

waterproof gowns, aprons, (lab) coats or respirators as necessary. The Facility COR will notify Contractor of areas within the medical center or unusual circumstances requiring personal protective equipment (PPE) beyond standard practices.

1. Contractor will comply with all applicable Federal (US EPA, US OSHA, US DOT, etc.), State (IDNR, etc.), interstate, national consensus standards (JC), and local requirements, rules, regulations and laws relative to the handling, removal, manifesting, transportation, management, disposal and/or treatment of hazardous and non- hazardous wastes.
2. Contractor will obtain and retain all necessary permits and/or licenses regarding the handling, removal, transportation and incineration or other acceptable disposition method as regulated by State and Federal US EPA regulations for hazardous waste. This includes any laws in other states that apply to the transportation of hazardous wastes across state lines. Potential successful Contractors may be asked for documentation that will help determine vendor responsibility and whether the transporter is aware of and in compliance with (these) regulatory requirements.
3. While in storage at the Iowa City VA Medical Center, all hazardous and non- hazardous wastes will be properly separated and/or segregated in a central location (Iowa City VA Medical Center's Main Hazardous Waste Container Storage Area [Room B110, Building #40]) by Facility staff members. Before shipment off-site, the Contractor will properly inventory, package, lab-pack, label and manifest each container of waste. The labels will be provided by the Contractor.
4. The Contractor will conduct up to four (4) pickups (or visits) for hazardous and non-hazardous wastes from the Iowa City VA Medical Center's Main Hazardous Waste Container Storage Area (Room B110, Building #40) per year or on an "as-needed" basis. These pickups will also include the removal and disposal of specialty wastes (i.e. hazardous pharmaceutical waste, non-hazardous pharmaceutical waste and dual [hazardous chemical and bio-hazardous combined] waste) generated at the Iowa City VA Medical Center.
5. The preferred operation schedule is 8:00 a.m. to 4:30 p.m. at regularly scheduled time(s) as required by the Facility. Any additional work required by the Contractor must be approved by the Facility COR. In addition, the Contractor's on-site staff members must check in with the Facility COR prior to beginning any work and after completion.
6. The Contractor's on-site staff shall have training in hazardous waste handling, packaging, labeling, manifesting, and emergency procedures. This training shall include US EPA, US OSHA, IDNR, and US DOT (including HM 181) regulations.

B. Hazardous and Non-Hazardous Pharmaceutical Wastes

The Contractor shall provide services that include supplies, labeling, consolidation, lab- packing, shipment, manifesting, regulatory inspection, consulting and emergency spill response services for the collection, removal and disposal of hazardous and non- hazardous pharmaceutical wastes from the IC VAHCS. The collection, removal and disposal of hazardous and non-hazardous pharmaceutical wastes will occur at multiple locations within the IC VAHCS (Iowa City VA Medical Center, Bettendorf, IA CBOC, Cedar Rapids, IA CBOC, Coralville, IA Clinic, Decorah, IA CBOC, Dubuque, IA CBOC, Galesburg, IL CBOC, Ottumwa, IA CBOC, Quincy, IA CBOC, Sterling/Rock Falls, IL CBOC and Waterloo, IA CBOC) and may include collection and

removal from Pharmacies, Clinical areas, and Research Laboratories. Pharmacy formulary (inventory) waste characterization lists will be provided by the Contractor.

1. Contractor will provide appropriate protection for his/her employees that complies with OSHA and CDC guidelines that include barrier precautions, i.e., gloves, masks, eyewear and/or waterproof gowns, aprons, (lab) coats or respirators as necessary. Facility COR and/or his/her designee will notify Contractor of areas within the medical center or unusual circumstances requiring personal protective equipment (PPE) beyond standard practices.

2. Contractor will comply with all applicable Federal (US EPA, US OSHA, US DOT, etc.), State (IDNR, etc.), interstate, national consensus standards (JC), and local requirements, rules, regulations and laws relative to the handling, removal, manifesting, transportation, management, disposal and/or treatment of hazardous and non-hazardous pharmaceutical wastes.

3. Contractor will obtain and retain all necessary permits and/or licenses regarding the handling, removal, transportation and incineration or other acceptable disposition method as regulated by State and Federal US EPA regulations for hazardous and non-hazardous pharmaceutical wastes. This includes any laws in other states that apply to the transportation of hazardous and non-hazardous pharmaceutical wastes across state lines.

4. The hazardous and non-hazardous pharmaceutical waste program used by the Contractor must utilize the same identification scheme as is in-use at the Facility. This identification scheme uses ½ inch diameter adhesive dots applied to the pharmaceuticals that are regulated as hazardous when they become a waste (all black dot is for hazardous compatible waste, black dot with a white "P" in the center for P listed waste, and black dot with orange triangle in the center for hazardous incompatible wastes). Further, the Contractor will provide IC VAHCS clinical and support staff members with initial and annual training thereafter associated with the pharmaceutical waste program utilized. This pharmaceutical waste program training can be delivered by "face-to-face" classroom, computer-based or web-based methods.

5. Collection of hazardous and non-hazardous pharmaceutical wastes:

a. Iowa City VA Medical Center – Hazardous and non-hazardous wastes will be collected and removed from all clinical areas (i.e. in-patient wards, intensive care units, out-patient clinics, emergency room, pharmacies, etc.) in the Iowa City VA Medical Center. Empty waste collection containers will be placed after the filled waste containers are collected. The filled waste collection containers will be transported by Contractor's on-site staff using Contractor provided carts to the Iowa City VA Medical Center's central hazardous and non-hazardous pharmaceutical waste container storage area (Room BS05, Main Hospital Building #1) for temporary on-site storage. The full hazardous and non-hazardous pharmaceutical waste containers will then be transported by Facility staff to the IC VA Medical Center's Main Hazardous Waste Container Storage Area (Room B110, Building #40) for proper separation, segregation and final on-site storage. Before shipment off-site, the Contractor will properly inventory, package, lab-pack, label and manifest each container of waste. The labels will be provided by the Contractor.

b. Affiliate Sites: Bettendorf, IA CBOC, Cedar Rapids, IA CBOC, Coralville, IA Clinic, Decorah, IA CBOC, Dubuque, IA CBOC, Galesburg, IL CBOC, Ottumwa, IA CBOC, Quincy, IA

CBOC, Sterling/Rock Falls, IL CBOC and Waterloo, IA CBOC - Hazardous pharmaceutical waste collection containers will be placed and maintained in an interior location (i.e. clinical area, utility room, soiled linen room, etc.) at each affiliate site. Filled waste collection containers will be collected and replaced by the Contractor with empty collection containers once per year. Before shipment off-site, the Contractor will properly inventory, package, lab-pack, label and manifest each container of waste. The labels will be provided by the Contractor.

6. The Iowa City VA Medical Center may require a minimum of two (2) hazardous and non-hazardous pharmaceutical waste collection visits in all clinical areas per month.

7. The Contractor will conduct up to sixteen (16) waste pickups (or visits) per year. Specifically, a maximum of four (4) waste pickups per year will be conducted at the Iowa City VA Medical Center's Main Hazardous Waste Container Storage Area (Room B110, Building #40) for the removal and disposal of hazardous, non-hazardous and specialty (i.e. hazardous pharmaceutical, non-hazardous pharmaceutical and dual [hazardous chemical and bio-hazardous combined]) wastes. Further, only one (1) waste pickup per year for hazardous and non-hazardous pharmaceutical wastes will be conducted at each of the following ten (10) affiliated facilities: Bettendorf, IA CBOC; Cedar Rapids, IA CBOC; Coralville, IA Clinic; Decorah, IA CBOC; Dubuque, IA CBOC; Galesburg, IL CBOC; Ottumwa, IA CBOC; Quincy, IA CBOC; Sterling/Rock Falls CBOC; and Waterloo, IA CBOC.

8. The preferred operation schedule is 8:00 a.m. to 4:30 p.m. at regularly scheduled time(s) as required by the Facility. Any additional work required by the Contractor must be approved by the Facility COR and/or his/her designee. In addition, the Contractor's on-site staff must check in with the Facility COR prior to beginning any work and after completion.

9. The Contractor's on-site staff shall have training in hazardous waste handling, packaging, labeling, manifesting, and emergency procedures. This training shall include US EPA, US OSHA, IDNR, and US DOT (including HM 181) regulations.

10. Contractor will be required to use the Freight Elevator only (applies to Main Hospital Building #1, Iowa City VA Medical Center only) when collecting the hazardous and non-hazardous pharmaceutical waste from the clinical areas.

C. Dual (Hazardous Chemical and Bio-Hazardous Combined) Wastes

The Contractor shall provide services that include supplies, labeling, consolidation, lab- packing, shipment, manifesting, regulatory inspection, consulting and emergency spill response services for the removal and disposal of hazardous dual (hazardous chemical and bio-hazardous combined) wastes from the IC VAHCS (Iowa City VA Medical Center). Stabilizations of this waste may be required and could occur up to four (4) times per year on dates that meet the requirements of applicable US EPA and IDNR

regulations, and the needs of the Department of Veterans Affairs. Contractor will provide appropriate protection for his/her employees that complies with OSHA and CDC guidelines that include barrier precautions, i.e., gloves, masks, eyewear and/or waterproof gowns, aprons, (lab) coats or respirators as necessary. Facility COR will notify Contractor of areas within the medical center or unusual circumstances requiring personal protective equipment (PPE) beyond standard practices.

1. Contractor will comply with all applicable Federal (US EPA, US OSHA, US DOT, etc.), State (IDNR, etc.), interstate, national consensus standards (JC), and local requirements, rules, regulations and laws relative to the handling, removal, manifesting, transportation, management, disposal and/or treatment of hazardous dual (hazardous chemical and bio-hazardous combined) wastes.

2. Contractor will obtain and retain all necessary permits and/or licenses regarding the handling, removal, transportation and incineration or other acceptable disposition method as regulated by State and Federal US EPA regulations for hazardous dual (hazardous chemical and bio-hazardous combined) wastes. This includes any laws in other states that apply to the transportation of hazardous dual wastes across state lines. Potential successful Contractors may be asked for documentation that will help determine vendor responsibility and whether the transporter is aware of and in compliance with (these) regulatory requirements.

3. While in storage at the Iowa City VA Medical Center, all hazardous dual (hazardous chemical and bio-hazardous combined) waste will be properly separated and/or segregated in a central location (Iowa City VA Medical Center's Main Hazardous Waste Container Storage Area [Room B110, Building #40]) by Facility staff members. Before shipment off-site, the Contractor will properly inventory, package, lab-pack, label and manifest each container of waste. The labels will be provided by the Contractor.

4. The Contractor will conduct up to four (4) pickups (or visits) for hazardous and non-hazardous wastes from the Iowa City VA Medical Center's Main Hazardous Waste Container Storage Area (Room B110, Building #40) per year or on an "as-needed" basis. These pickups will also include picking up, removal and disposal of other wastes (i.e. hazardous waste, hazardous pharmaceutical waste, and non-hazardous pharmaceutical waste) generated at the Iowa City VA Medical Center.

5. The preferred operation schedule is 8:00 a.m. to 4:30 p.m. at regularly scheduled time(s) as required by the Facility. Any additional work required by the Contractor must be approved by the Facility COR. In addition, the Contractor's on-site staff members must check in with the Facility COR prior to beginning any work and after completion.

6. The Contractor's on-site staff shall have training in hazardous waste handling, packaging, labeling, manifesting, and emergency procedures. This training shall include US EPA, US OSHA, IDNR, and US DOT (including HM 181) regulations.

3. Contractor Furnished Materials and Equipment:

The Contractor will utilize the same hazardous and non-hazardous pharmaceutical waste identification program as is in-use at the Facility. This identification scheme uses

½ inch diameter adhesive dots applied to the pharmaceuticals that are regulated as hazardous when they become a waste (all black dot is for hazardous compatible waste, black dot with a white "P" in the center for P listed waste, and black dot with orange triangle in the center for hazardous incompatible wastes). The Contractor will provide IC VAHCS clinical, pharmacy, and other key support staff members with initial and annual training thereafter associated with the pharmaceutical waste program utilized.

This pharmaceutical waste program training can be delivered by “face-to-face” classroom, computer-based or web-based methods.

The Contractor will furnish all labels, collection containers, mounting equipment (for use in clinical areas), packing materials for shipping and disposal containers for the hazardous and non-hazardous pharmaceutical wastes and dual (hazardous chemical and bio-hazardous) wastes. Further, the Contractor will provide labels, containers and packing material for shipping lab-packs. The Contractor may, on occasion, be requested to furnish other waste storage containers (e.g., for bulk wastes). Contractor shall provide a list of containers and pricing with their proposal. Should the government require this service, Contractor shall invoice the container in accordance with the list submitted with their pricing proposal.

4. Licenses and Permits:

The Contractor will, without additional cost to the Government, provide and maintain all licenses and permits for operational personnel, trailers, containers, vehicles and other resources required for proper removal and disposal of hazardous, non-hazardous and dual (hazardous chemical and bio-hazardous combined) wastes in accordance with all applicable Federal, State, Municipal, and local regulations (e.g. US EPA, US OSHA, joint Commission, US DOT [including, but not limited to HM-18]). If appropriate licenses are not maintained in accordance with Federal and State requirements, the VA may terminate the contract effective upon discovery. The VA reserves the right to halt work if the Contracting Officer and/or COR determine work is being done in an unsafe/unhealthy manner or that could harm the environment. VA will not incur additional costs if work is halted.

The following shall be provided to the Contracting Officer with bid proposal submission for evaluation purposes and annually within thirty (30) days of the renewal date of this contract with any changes to original submission clearly identified and highlighted:

- (a) Current waste transporter permit(s) the Contractor and subcontractors
- (b) List of all transfer stations, treatment, storage and disposal facilities (TSDFs) including incineration, wastewater and sludge treatment facilities that shall be utilized during this contract to include the capacity of these facilities and the waste codes for the waste streams they are permitted to accept by treatment technology. Address, phone number and other contact information shall be provided. The VA reserves the right to inspect each of these facilities before approving its use or at any time during or after contract period while VA wastes are present.
- (c) Copy of Operator permit(s)
- (d) Certificates of training and experience of Contractor/subcontractor staff and/or personnel who will perform site work under this contract (all technicians that will work on VA premises will be expected to have received at least the minimum training required by law as specified in 29CFR 1910-120, 40 CFR Parts 260-265 and 49 CFR Parts 171- 178).
- (e) Provide the Contractor's/subcontractor experience in hazardous waste handling, packaging, transport, and disposal.

(f)) Provide a copy of US EPA identification number(s) certificate for each business entity operated or contracted by the Contractor that will provide service regarding any aspect of VA waste disposal program (i.e. storage, transfer, incinerator sites).

(g)) Provided a copy of certificate of registration with the State as a hazardous waste hauler for each business entity operated by the Contractor that will provide hazardous waste transportation services for any aspect of VA waste disposal program.

(h) Provide written acknowledgement of responsibility for acquisition of all applicable business licenses and permits required by law. Contractor shall certify that it acknowledges and is in possession of all required business licenses and permits.

(i)) Provide a list of any violations and/or citations that the Contractor and subcontractors have received for non-compliance with any hazardous waste laws, permit requirements, and/or OSHA requirements for the past three years from the date of submission. Contractor shall include information on all related business entities including associated firms that are owned by the Contractor or owned by a common parent company that will be involved in any portion of the processing of VA waste disposal program. If no discharge or violations have occurred, Contractor must provide a statement that certifies no discharges or violations have occurred.

(j)) Provide a plan describing Standard Operating Procedures (SOPs) that will be followed while conducting normal hazardous waste management activities. The Contractor shall describe:

1. Site safety and contingency procedures (e.g. spill management).
2. Operational procedures and site management structure.
3. Supplies and equipment practices.
4. Material sampling procedures.
5. Hazard assessment and categorization procedures.
6. Packing procedures.
7. Quality assurance and quality control procedures to ensure materials are properly identified, categorized, and packaged, and paperwork is properly completed.
8. Procedures for gaining waste acceptance into a transfer/disposal facility.
9. Contractor and project management procedures.

(k) Provide the following information regarding the hazardous waste fleet owned and operated by the Contractor:

1. Basic description of transportation services offered and capabilities.
2. Fleet description of number, types, and ages of vehicles.
3. Description of service and maintenance programs.

4. Types of materials licensed to haul.
5. Latest US DOT or MCS rating (include a copy of the last inspection).
6. The US DOT/Iowa DOT compliance record.
7. Description of driver qualifications including training programs and experience.
8. Provide evidence that background checks have been performed on all employees that will perform any duties under this contract.

(l)) Provide the following information on the Contractor's emergency response (ER) capabilities (or any changes to original submission):

1. Contractor's ER policies.
2. ER capabilities and experience and limitations.
3. Type of ER equipment maintained (specify if owned or subcontracted and from whom).
4. Personnel availability, training and experience.
5. Contractor's emergency response procedure shall describe:
 - a. How to request an emergency response.
 - b. How the Contractor notifies personnel and initiates response action.
 - c. Incident command procedures followed by the Contractor.
 - d. ER work practices.
 - e. ER protection of health and safety practices.
 - f. ER invoicing policy.

(m). Provide a detailed site safety plan that will be used to ensure that workers and nearby population will be adequately protected during packaging and removal operations.

(n) Provide information identifying any proposed subcontractors and identifying services to be performed by the subcontractors. Contractor must submit evidence that subcontractor is qualified and legally able to provide services. (ALL subcontractors must be approved by the Facility Industrial Hygiene/GEMS Program Manager and Contracting Officer prior to performing any duties under this contract). The Government reserves the right to prohibit the Contractor from employing the services of a subcontractor who does not possess the ability to satisfactorily perform in accordance with the provisions of this solicitation. The use of a subcontractor or subcontractors, does not relieve the Prime Contractor any requirements set forth in this solicitation. The Prime Contractor is responsible for ensuring that any subcontractor(s) perform in accordance with the terms and conditions of this solicitation. Subcontractors will also comply with (j) of this section.

(o) Provide a list of names, titles, addresses, telephone numbers (including cellular), pager/beeper numbers, facsimile numbers and e-mail addresses of key managers, supervisors, customer service and field service personnel performing under this contract.

(p) Provide written Standard Operating Procedures (SOPs) for the collection, handling, accumulation, sampling, lab testing, characterization, packing and shipping of hazardous wastes, hazardous pharmaceutical wastes, non-hazardous pharmaceutical wastes, and dual (chemical hazardous and bio-hazardous combined) wastes.

(q)) Provide a single point of contact for each Facility with backup.

5. Location of Pick Up Points:

The Contractor shall be responsible for the pickup of hazardous wastes, hazardous pharmaceutical wastes, non-hazardous pharmaceutical wastes, and dual (chemical hazardous and bio-hazardous combined) wastes from multiple storage locations within the IC VAHCS (Iowa City VA Medical Center, Bettendorf, IA CBOC, Cedar Rapids, IA CBOC, Coralville, IA Clinic, Decorah, IA CBOC, Dubuque, IA CBOC, Galesburg, IL CBOC, Ottumwa, IA CBOC, Quincy, IA CBOC, Sterling/Rock Falls, IL CBOC and Waterloo, IA CBOC). The location points may be identified at the time of notification of need for removal service. Access to the waste storage area and pick up locations is to be coordinated with the Facility COR or his/her designated representative at each facility.

6. Building Occupancy

The VA will maintain full occupancy of the sites for the duration of the services required under this contract unless an exigent emergency situation requires localized evacuation (e.g., discovery of potentially unstable wastes). The Contractor shall not interfere or hinder the daily operations of the VA while performing services during other than exigent circumstances. The Contractor will be required to use the service elevator only in Building #1, Main Hospital Building at the IC VA Medical Center. Movement of wastes on the patient elevators at the Iowa City VA Medical Center is prohibited.

7. Documentation

a. The Contractor is required to comply with all Federal, State and local regulations, policies and procedures regarding tracking, record keeping, manifesting and documentation of all hazardous wastes, hazardous and non-hazardous pharmaceutical wastes, and dual (chemical hazardous and bio-hazardous combined) wastes. The Contractor will be required to comply with all changes to such Federal, State and local regulations and procedures which occur during the term of this contract. The Contractor will provide to the Government any additional certifications that may be required because of changes in such laws.

b. The Contractor will provide all manifests and documentation that apply to the removal and disposal of hazardous wastes, hazardous and non-hazardous pharmaceutical wastes, and dual (chemical hazardous and bio-hazardous combined) wastes by its workforces and/or its subcontractors. The Contractor will furnish a properly executed and legible copy of the appropriate manifests required to document the safe shipment and proper disposal of hazardous wastes, hazardous and non-hazardous pharmaceutical wastes, and dual (chemical

hazardous and bio-hazardous combined) wastes generated by the Government under the terms of this contract.

c. Prior to the removal and transport of hazardous wastes, hazardous and non-hazardous pharmaceutical wastes, and dual (chemical hazardous and bio-hazardous combined) wastes generated by the IC VAHCS, the Contractor will obtain approval and signature for each manifest from the Facility's COR or his/her designee verifying that the Contractor has accepted the waste from the VA and that the waste will be properly shipped for treatment or disposal. Manifests not signed by the Facility COR will not be deemed valid. The Contractor will provide the "Generator's Initial Copy" of each executed manifest (signed by the Generator and Contractor representatives) to the Facility COR before hazardous, non-hazardous or dual waste is removed from the Facility.

d. In addition to providing the "Generator's Initial Copy" of any hazardous or dual waste manifest, the Contractor will provide to the Facility COR within sixty (60) days of removal of any hazardous or dual wastes from the Facility, a properly executed copy of the "Designated Facility to Generator" form. The "Designated Facility to Generator" form will clearly indicate that all waste has been properly disposed of and will specify the site and date of disposal or incineration. Exceptions to this requirement must be approved by the Facility COR.

e. All manifests, waste determinations, waste generation data, shipping information and other data required for the proper execution of this contract will be maintained by the Contractor in an electronic database format that is exportable to a Microsoft Excel format for input into the VA system. This system should enable tracking of generator status, generate monthly, quarterly or annual reports, and enable tracking of compliance dates.

f. Removal of the hazardous wastes, hazardous and non-hazardous pharmaceutical wastes and dual (chemical hazardous and bio-hazardous combined) wastes will be normally performed during the hours of 8:00 AM and 4:30 PM, Monday through Friday, excluding National Holidays. The Facility COR is available during those hours for the approval of manifests and other required documentation, unless exigent circumstances require services during an unscheduled time period.

8. Capability Requirements/Delivery and Performance Schedules:

a. Contractor representatives who perform services under this contract must be competent, experienced and qualified to perform such services listed herein. All work performed will be first class in accordance with established good waste management practices. The Contractor shall submit proof of appropriate training and experience for vendor personnel performing services.

b. It is the intent of this contract to have a regular hazardous and non-hazardous pharmaceutical waste pickup (or visit) occur in all clinical areas of the Iowa City VA Medical Center on either a bi-monthly or monthly schedule. The responsible Facility COR shall notify the Contractor of the necessity for the pickup for unusual

circumstances outside of the normal schedule. The Contractor must coordinate all pickups with the Facility COR. The Contractor will be required to pick up waste within seven (7) calendar days of telephonic notification by government representatives or must be able to respond within 2 hours in the event of a spill or other emergency. The hazardous and non-hazardous

pharmaceutical waste inspections at the IC VAHCS (Iowa City VA Medical Center) will be conducted every two weeks, along with manifesting/packing/shipping performed.

9. Definitions /Acronyms:

a. Contract Working Hours: The period of performance by the Contractor which services shall be performed within the contract scope. The minimum coverage for which the government will accept is defined as "8:00 AM through 4:30 PM, Monday through Friday, excluding National Holidays."

b. CO - Contracting Officer: The person with the authority to enter into, administer, and/or terminate contracts, and make related determinations and findings, including changes within the original contract scope, on behalf of the Department of Veterans Affairs.

c. COR - Contracting Officer Representative: Person designated in writing by the contracting officer to act for the CO within the limits of the delegated authority. The Facility COR shall also be responsible for certifying that services performed have been satisfactorily rendered in accordance with contract terms.

d. Contractor Service Representative: Authorized service representative(s) of the Contractor who have been provided by the Contractor to the VA in writing for the purpose of coordination and performance of service.

10. Federal Holidays observed by the VA:

New Years Day
Martin Luther King Day
President's Day
Memorial Day
Independence Day
Labor Day
Columbus Day
Veterans Day
Thanksgiving Day
Christmas Day

11. Identification, Check-in, Parking, Dress, and Smoking Regulations:

The vendor's employees shall wear visible VA Contractor identification at all times while on VA premises. Dress shall consist of uniforms, khakis, or similar clothing along with work shoes. Jeans are not allowed. Contractor employees shall report to the Facility

COR or his/her designee's office once on site prior to commencement of work and obtain a VA Contractor badge which must be worn at all times while at the IC VAHCS. During off-hours emergency response activities Contractor personnel should check in with VA Police if the Facility COR is not available. Smoking is prohibited inside any buildings at the IC VAHCS. Possession of weapons or contraband is prohibited and shall subject Contractor employee to arrest and termination from future performance under this contract. Enclosed containers, including tool kits, shall be subject to search. Violations of VA regulations may result in citation answerable in the United States (Federal) District Court, not a local district, state, or municipal court.

12. Invoices and Payment.

Payment of services rendered under this contract will be made upon satisfactory completion of each service and receipt of a properly prepared invoice and submitted by the Contractor to the payment address shown elsewhere herein (See Attachment 1-List of COR and Addresses to submit invoices). Invoices shall reference the Contract Number and Purchase Order Number, Manifest Number(s), provide a complete and accurate description of services/supplies delivered/rendered, including dates of performance, amounts, unit prices, extended totals and any other data relevant for payment purposes.

The Government shall not authorize payment until such time that the Facility COR receives all properly executed and signed documentation.

B.1 PRICE/COST SCHEDULE

NOTE:

Schedule of Supplies/Services and Prices/Costs (Offeror must submit a price for each line item)

The following applies to bulk hazardous, non-hazardous and specialty (i.e. hazardous pharmaceutical, non-hazardous pharmaceutical and dual [hazardous chemical and bio-hazardous combined]) wastes and the price is for disposal only and does not include the cost of the container, chemist time, driver's time or transportation. When pricing is per pound, it is per net contents (i.e., excluding container weight).

Overpacks are to be billed by treatment cost for internal container size plus the cost of the overpack container and overpack handling fee. Waste profile/sampling approval to be included in pricing, as well as any state hazardous and/or specialty waste transportation fees that may apply.

The Iowa City VA Health Care System intends to award a single award INDEFINITE-DELIVERY/ INDEFINITE-QUANTITY CONTRACT from this solicitation. Following award of the contract resulting from this solicitation, INDIVIDUAL TASK ORDERS WILL BE ISSUED from the contract by a warranted VA Contracting Officer. The maximum total to be acquired from the contract shall not exceed \$700,000.00 for the lifetime of the contract. The minimum total shall be \$10,000.00 and will be met with the initial task order award for services.

ITEM INFORMATION

ITEM NUMBER	DESCRIPTION OF SUPPLIES/SERVICES	QUANT ITY	UN IT	UNIT PRICE	AMOUNT
1001	Section A: Hazardous Wastes (Non-Pharmaceutical Wastes and Non-Dual Wastes) Pickup/Shipment/Disposal 30-gallon drum of waste xylene/alcohol (D001, D007, F003) (quantity per year). Contract Period: Base POP Begin: 10-05-2017 POP End: 10-04-2018	24.00	EA	_____	_____
1002	30-gallon drum of waste paint thinner (D001, D002) (quantity per year). Contract Period: Base POP Begin: 10-05-2017 POP End: 10-04-2018	2.00	EA	_____	_____
1003	30-gallon drum of used motor oil and/or used	2.00	EA	_____	_____

oil-soaked materials (quantity per year)					
Contract Period: Base POP Begin: 10-05-2017 POP End: 10-04-2018					
1004	55-gallon drum of waste engine antifreeze (quantity per year).	2.00	EA	_____	_____
Contract Period: Base POP Begin: 10-05-2017 POP End: 10-04-2018					
1005	Waste aerosols, lab-packed in 5-gallon containers (quantity per year).	5.00	EA	_____	_____
Contract Period: Base POP Begin: 10-05-2017 POP End: 10-04-2018					
1006	Waste corrosive liquids, lab-packed in 5-gallon containers (D002, D007) (quantity per year).	10.00	EA	_____	_____
Contract Period: Base POP Begin: 10-05-2017 POP End: 10-04-2018					
1007	Waste corrosive liquids, lab-packed in 15-gallon containers (D002, D007) (quantity per year).	5.00	EA	_____	_____
Contract Period: Base POP Begin: 10-05-2017 POP End: 10-04-2018					
1008	Waste corrosive solids, lab-packed in 5-gallon	10.00	EA	_____	_____

	containers (D002) (quantity per year).				
	Contract Period: Base POP Begin: 10-05-2017 POP End: 10-04-2018				
1009	Waste corrosive solids, lab-packed in 15-gallon containers (D002) (quantity per year).	5.00	EA	_____	_____
	Contract Period: Base POP Begin: 10-05-2017 POP End: 10-04-2018			_____	_____
1010	Waste flammable liquids, lab-packed in 5-gallon containers (D001, F003, F005) (quantity per year).	5.00	EA	_____	_____
	Contract Period: Base POP Begin: 10-05-2017 POP End: 10-04-2018			_____	_____
1011	Waste flammable liquids, lab-packed in 15-gallon containers (D001, F003, F005) (quantity per year).	5.00	EA	_____	_____
	Contract Period: Base POP Begin: 10-05-2017 POP End: 10-04-2018			_____	_____
1012	Waste flammable solids, lab-packed in 5-gallon containers (D001, F003, F005) (quantity per year).	10.00	EA	_____	_____
	Contract Period: Base POP Begin: 10-05-2017			_____	_____

POP End: 10-04-2018					
1013	Waste flammable solids, lab-packed in 15-gallon containers (D001, F003, F005) (quantity per year).	5.00	EA	_____	_____
				_____	_____
	Contract Period: Base POP Begin: 10-05-2017 POP End: 10-04-2018				
1014	Waste oxidizing liquids, lab-packed in 5-gallon containers (D001, D011) (quantity per year).	10.00	EA	_____	_____
				_____	_____
	Contract Period: Base POP Begin: 10-05-2017 POP End: 10-04-2018				
1015	Waste oxidizing liquids, lab-packed in 15-gallon containers (D001, D011) (quantity per year).	5.00	EA	_____	_____
				_____	_____
	Contract Period: Base POP Begin: 10-05-2017 POP End: 10-04-2018				
1016	Waste oxidizing solids, lab-packed in 5-gallon containers (D001, D011) (quantity per year).	10.00	EA	_____	_____
				_____	_____
	Contract Period: Base POP Begin: 10-05-2017 POP End: 10-04-2018				
1017	Waste oxidizing solids, lab-packed in	5.00	EA	_____	_____

	15-gallon containers (D001, D011) (quantity per year).				
	Contract Period: Base POP Begin: 10-05-2017 POP End: 10-04-2018				
1018	Waste toxic liquids, lab-packed in 5- gallon containers (D009) (quantity per year).	5.00	EA		
	Contract Period: Base POP Begin: 10-05-2017 POP End: 10-04-2018				
1019	Waste toxic solids, lab-packed in 5- gallon containers (D009) (quantity per year).	5.00	EA		
	Contract Period: Base POP Begin: 10-05-2017 POP End: 10-04-2018				
1020	SECTION B: Hazardous and Non- Hazardous Pharmaceutical Wastes Pickup/Shipment/Disposal RCRA acute (P-List) pharmaceuticals and containers for incineration (quantity per year).	10.00	LB		

Contract Period: Base POP Begin: 10-05-2017 POP End: 10-04-2018					
1021	SECTION B: Hazardous and Non-Hazardous Pharmaceutical Wastes Pickup/Shipment/Disposal	1,500.00	LB	_____	_____
	RCRA hazardous pharmaceutical waste for incineration (quantity per year).			_____	_____
Contract Period: Base POP Begin: 10-05-2017 POP End: 10-04-2018					
1022	SECTION B: Hazardous and Non-Hazardous Pharmaceutical Wastes Pickup/Shipment/Disposal	20.00	LB	_____	_____
	RCRA hazardous pharmaceutical waste for incineration (i.e. Toxins Extracted from Living Sources: Lyophilized Botulinum Toxin) (quantity per year).			_____	_____
Contract Period: Base POP Begin: 10-05-2017 POP End: 10-04-2018					
1023	SECTION B: Hazardous and Non-Hazardous Pharmaceutical Wastes Pickup/Shipment/Disposal	4,000.00	LB	_____	_____
	Non-hazardous pharmaceutical waste for incineration			_____	_____

(quantity per year).

Contract Period: Base
 POP Begin: 10-05-2017
 POP End: 10-04-2018

1024	SECTION B: Hazardous and Non-Hazardous Pharmaceutical Wastes Pickup/Shipment/Disposal	800.00	LB	_____	_____
	RCRA hazardous chemical waste (i.e. Waste Hydrogen Peroxide and Peroxyacetic Acid Mixtures Stabilized: D001 & D002) (quantity per year).			_____	_____
	Contract Period: Base POP Begin: 10-05-2017 POP End: 10-04-2018				
1025	SECTION B: Hazardous and Non-Hazardous Pharmaceutical Wastes Pickup/Shipment/Disposal	800.00	LB	_____	_____
	RCRA hazardous chemical waste (i.e. Waste Disinfectant Liquids Corrosive [Trisodium Phosphate]) (quantity per year).			_____	_____
	Contract Period: Base POP Begin: 10-05-2017 POP End: 10-04-2018				
1026	Section C: Dual (Hazardous Chemical	800.00	lb	_____	_____

	and Bio-Hazardous Combined) Wastes Pickup/Shipment/Disposal				
	RCRA hazardous chemical (caustic-corrosive) and bio-hazardous combined waste (dual) (quantity per year). Contract Period: Base POP Begin: 10-05-2017 POP End: 10-04-2018				
1027	Section D: Labor, Supplies and Equipment for Collection, Transportation and Disposal Services Mobilization/Transportation/Manifesting/Administrative (16 TRIPS PER YEAR) Contract Period: Base POP Begin: 10-05-2017 POP End: 10-04-2018	1.00	YR		
1028	Section D: Labor, Supplies and Equipment for Collection, Transportation and Disposal Services Labor (travel) Contract Period: Base POP Begin: 10-05-2017 POP End: 10-04-2018	1.00	hr		
1029	Section D: Labor, Supplies and Equipment for Collection, Transportation and Disposal Services Chemist: Onsite Iowa City Contract Period: Base POP Begin: 10-05-2017 POP End: 10-04-2018	1.00	hr		
1030	Section D: Labor, Supplies and Equipment for Collection, Transportation and Disposal Services Profiling Contract Period: Base POP Begin: 10-05-2017 POP End: 10-04-2018	1.00	hr		
2001	Section A: Hazardous Wastes (Non-Pharmaceutical Wastes and Non-Dual	24.00	ea		

<p>Wastes) Pickup/Shipment/Disposal</p> <p>30-gallon drum of waste xylene/alcohol (D001, D007, F003) (quantity per year).</p> <p>Contract Period: Option 1 POP Begin: 10-05-2018 POP End: 10-04-2019</p>					
2002	30-gallon drum of waste paint thinner (D001, D002) (quantity per year).	2.00	EA	_____	_____
	Contract Period: Option 1 POP Begin: 10-05-2018 POP End: 10-04-2019			_____	_____
2003	30-gallon drum of used motor oil and/or used oil-soaked materials (quantity per year)	2.00	EA	_____	_____
	Contract Period: Option 1 POP Begin: 10-05-2018 POP End: 10-04-2019			_____	_____
2004	55-gallon drum of waste engine antifreeze (quantity per year).	2.00	EA	_____	_____
	Contract Period: Option 1 POP Begin: 10-05-2018 POP End: 10-04-2019			_____	_____
2005	Waste aerosols, lab-packed in 5-gallon containers (quantity per year).	5.00	EA	_____	_____
	Contract Period: Option 1 POP Begin: 10-05-2018 POP End: 10-04-2019			_____	_____
2006	Waste aerosols, lab-packed in 5-gallon containers (quantity per year).	5.00	EA	_____	_____
				_____	_____

Contract Period: Option 1 POP Begin: 10-05-2018 POP End: 10-04-2019					
2007	Waste corrosive liquids, lab-packed in 5-gallon containers (D002, D007) (quantity per year).	10.00	EA	_____	_____
Contract Period: Option 1 POP Begin: 10-05-2018 POP End: 10-04-2019					
2008	Waste corrosive liquids, lab-packed in 15-gallon containers (D002, D007) (quantity per year).	5.00	EA	_____	_____
Contract Period: Option 1 POP Begin: 10-05-2018 POP End: 10-04-2019					
2009	Waste corrosive solids, lab-packed in 5-gallon containers (D002) (quantity per year).	10.00	EA	_____	_____
Contract Period: Option 1 POP Begin: 10-05-2018 POP End: 10-04-2019					
2010	Waste corrosive solids, lab-packed in 15-gallon containers (D002) (quantity per year).	5.00	EA	_____	_____
Contract Period: Option 1 POP Begin: 10-05-2018 POP End: 10-04-2019					
2011	Waste flammable liquids, lab-packed in 5-gallon containers (D001, F003, F005) (quantity per year).	5.00	EA	_____	_____

Contract Period: Option 1 POP Begin: 10-05-2018 POP End: 10-04-2019					
2012	Waste flammable liquids, lab-packed in 15-gallon containers (D001, F003, F005) (quantity per year).	5.00	EA	_____	_____
Contract Period: Option 1 POP Begin: 10-05-2018 POP End: 10-04-2019					
2013	Waste flammable solids, lab-packed in 5-gallon containers (D001, F003, F005) (quantity per year).	10.00	EA	_____	_____
Contract Period: Option 1 POP Begin: 10-05-2018 POP End: 10-04-2019					
2014	Waste flammable solids, lab-packed in 15-gallon containers (D001, F003, F005) (quantity per year).	5.00	EA	_____	_____
Contract Period: Option 1 POP Begin: 10-05-2018 POP End: 10-04-2019					
2015	Waste oxidizing liquids, lab-packed in 5-gallon containers (D001, D011) (quantity per year).	10.00	EA	_____	_____
Contract Period: Option 1 POP Begin: 10-05-2018 POP End: 10-04-2019					

2016	Waste oxidizing liquids, lab-packed in 15-gallon containers (D001, D011) (quantity per year).	5.00	EA	_____	_____
				_____	_____
	Contract Period: Option 1 POP Begin: 10-05-2018 POP End: 10-04-2019				
2017	Waste oxidizing solids, lab-packed in 5-gallon containers (D001, D011) (quantity per year).	10.00	EA	_____	_____
				_____	_____
	Contract Period: Option 1 POP Begin: 10-05-2018 POP End: 10-04-2019				
2018	Waste oxidizing solids, lab-packed in 15-gallon containers (D001, D011) (quantity per year).	5.00	EA	_____	_____
				_____	_____
	Contract Period: Option 1 POP Begin: 10-05-2018 POP End: 10-04-2019				
2019	Waste toxic liquids, lab-packed in 5-gallon containers (D009) (quantity per year).	5.00	EA	_____	_____
				_____	_____
	Contract Period: Option 1 POP Begin: 10-05-2018 POP End: 10-04-2019				

2020	Waste toxic solids, lab-packed in 5-gallon containers (D009) (quantity per year).	5.00	EA	_____	_____
				_____	_____
	Contract Period: Option 1 POP Begin: 10-05-2018 POP End: 10-04-2019				
2021	SECTION B: Hazardous and Non-Hazardous Pharmaceutical Wastes Pickup/Shipment/Disposal	10.00	LB	_____	_____
				_____	_____
	RCRA acute (P-List) pharmaceuticals and containers for incineration (quantity per year).				
	Contract Period: Option 1 POP Begin: 10-05-2018 POP End: 10-04-2019				
2022	SECTION B: Hazardous and Non-Hazardous Pharmaceutical Wastes Pickup/Shipment/Disposal	1,500.00	LB	_____	_____
				_____	_____
	RCRA hazardous pharmaceutical waste for incineration (quantity per year).				
	Contract Period: Option 1 POP Begin: 10-05-2018 POP End: 10-04-2019				
2023	SECTION B: Hazardous and Non-	20.00	LB	_____	_____

	<p>Hazardous Pharmaceutical Wastes Pickup/Shipment/Disposal</p> <p>RCRA hazardous pharmaceutical waste for incineration (i.e. Toxins Extracted from Living Sources: Lyophilized Botulinum Toxin) (quantity per year).</p> <p>Contract Period: Option 1 POP Begin: 10-05-2018 POP End: 10-04-2019</p>				
2024	<p>SECTION B: Hazardous and Non- Hazardous Pharmaceutical Wastes Pickup/Shipment/Disposal</p> <p>Non-hazardous pharmaceutical waste for incineration (quantity per year).</p> <p>Contract Period: Option 1 POP Begin: 10-05-2018 POP End: 10-04-2019</p>	4,000.00	LB		
2025	<p>SECTION B: Hazardous and Non- Hazardous Pharmaceutical Wastes Pickup/Shipment/Disposal</p> <p>RCRA hazardous chemical waste (i.e. Waste Hydrogen Peroxide and Peroxyacetic Acid Mixtures Stabilized: D001 & D002) (quantity per year).</p>	800.00	LB		

<p>Contract Period: Option 1 POP Begin: 10-05-2018 POP End: 10-04-2019</p>					
2026	<p>SECTION B: Hazardous and Non-Hazardous Pharmaceutical Wastes Pickup/Shipment/Disposal</p> <p>RCRA hazardous chemical waste (i.e. Waste Disinfectant Liquids Corrosive [Trisodium Phosphate]) (quantity per year).</p> <p>Contract Period: Option 1 POP Begin: 10-05-2018 POP End: 10-04-2019</p>	800.00	LB	_____	_____
2027	<p>Section C: Dual (Hazardous Chemical and Bio-Hazardous Combined) Wastes Pickup/Shipment/Disposal</p> <p>RCRA hazardous chemical (caustic-corrosive) and bio-hazardous combined waste (dual) (quantity per year).</p> <p>Contract Period: Option 1 POP Begin: 10-05-2018 POP End: 10-04-2019</p>	800.00	lb	_____	_____
2028	<p>Section D: Labor, Supplies and Equipment for Collection, Transportation and Disposal Services</p> <p>Mobilization/Transportation/Manifesting/Administrative (16 TRIPS PER YEAR)</p> <p>Contract Period: Option 1 POP Begin: 10-05-2018 POP End: 10-04-2019</p>	1.00	YR	_____	_____
2029	Section D: Labor, Supplies and	1.00	hr	_____	_____

	Equipment for Collection, Transportation and Disposal Services			_____	_____
	Labor (travel) Contract Period: Option 1 POP Begin: 10-05-2018 POP End: 10-04-2019				
2030	Section D: Labor, Supplies and Equipment for Collection, Transportation and Disposal Services	1.00	hr	_____	_____
	Chemist: Onsite Iowa City Contract Period: Option 1 POP Begin: 10-05-2018 POP End: 10-04-2019				
2031	Section D: Labor, Supplies and Equipment for Collection, Transportation and Disposal Services	1.00	hr	_____	_____
	Profiling Contract Period: Option 1 POP Begin: 10-05-2018 POP End: 10-04-2019				
3001	Section A: Hazardous Wastes (Non- Pharmaceutical Wastes and Non-Dual Wastes) Pickup/Shipment/Disposal	24.00	EA	_____	_____
	30-gallon drum of waste xylene/alcohol (D001, D007, F003) (quantity per year).				
	Contract Period: Option 2 POP Begin: 10-05-2019 POP End: 10-04-2020				
3002	30-gallon drum of waste paint thinner (D001, D002) (quantity per year).	2.00	EA	_____	_____
	Contract Period: Option 2 POP Begin: 10-05-2019 POP End: 10-04-2020				
3003	30-gallon drum of used motor oil and/or used oil-soaked materials (quantity per year)	2.00	EA	_____	_____
	Contract Period: Option 2				

POP Begin: 10-05-2019 POP End: 10-04-2020					
3004	55-gallon drum of waste engine antifreeze (quantity per year).	2.00	EA	_____	_____
				_____	_____
Contract Period: Option 2 POP Begin: 10-05-2019 POP End: 10-04-2020					
3005	Waste aerosols, lab-packed in 5-gallon containers (quantity per year).	5.00	EA	_____	_____
				_____	_____
Contract Period: Option 2 POP Begin: 10-05-2019 POP End: 10-04-2020					
3006	Waste aerosols, lab-packed in 5-gallon containers (quantity per year).	5.00	EA	_____	_____
				_____	_____
Contract Period: Option 2 POP Begin: 10-05-2019 POP End: 10-04-2020					
3007	Waste corrosive liquids, lab-packed in 5-gallon containers (D002, D007) (quantity per year).	10.00	EA	_____	_____
				_____	_____
Contract Period: Option 2 POP Begin: 10-05-2019 POP End: 10-04-2020					
3008	Waste corrosive liquids, lab-packed in 15-gallon containers (D002, D007) (quantity per year).	5.00	EA	_____	_____
				_____	_____
Contract Period: Option 2 POP Begin: 10-05-2019 POP End: 10-04-2020					

3009	Waste corrosive solids, lab-packed in 5-gallon containers (D002) (quantity per year).	10.00	EA	_____	_____
				_____	_____
	Contract Period: Option 2 POP Begin: 10-05-2019 POP End: 10-04-2020				
3010	Waste corrosive solids, lab-packed in 15-gallon containers (D002) (quantity per year).	5.00	EA	_____	_____
				_____	_____
	Contract Period: Option 2 POP Begin: 10-05-2019 POP End: 10-04-2020				
3011	Waste flammable liquids, lab-packed in 5-gallon containers (D001, F003, F005) (quantity per year).	5.00	EA	_____	_____
				_____	_____
	Contract Period: Option 2 POP Begin: 10-05-2019 POP End: 10-04-2020				
3012	Waste flammable liquids, lab-packed in 15-gallon containers (D001, F003, F005) (quantity per year).	5.00	EA	_____	_____
				_____	_____
	Contract Period: Option 2 POP Begin: 10-05-2019 POP End: 10-04-2020				
3013	Waste flammable solids, lab-packed in 5-gallon containers (D001, F003, F005) (quantity per year).	10.00	EA	_____	_____
				_____	_____

<p>Contract Period: Option 2 POP Begin: 10-05-2019 POP End: 10-04-2020</p>					
3014	Waste flammable solids, lab-packed in 15-gallon containers (D001, F003, F005) (quantity per year).	5.00	EA	_____	_____
<p>Contract Period: Option 2 POP Begin: 10-05-2019 POP End: 10-04-2020</p>					
3015	Waste oxidizing liquids, lab-packed in 5-gallon containers (D001, D011) (quantity per year).	10.00	EA	_____	_____
<p>Contract Period: Option 2 POP Begin: 10-05-2019 POP End: 10-04-2020</p>					
3016	Waste oxidizing liquids, lab-packed in 15-gallon containers (D001, D011) (quantity per year).	5.00	EA	_____	_____
<p>Contract Period: Option 2 POP Begin: 10-05-2019 POP End: 10-04-2020</p>					
3017	Waste oxidizing solids, lab-packed in 5-gallon containers (D001, D011) (quantity per year).	10.00	EA	_____	_____
<p>Contract Period: Option 2 POP Begin: 10-05-2019</p>					

POP End: 10-04-2020					
3018	Waste oxidizing solids, lab-packed in 15-gallon containers (D001, D011) (quantity per year).	5.00	EA	_____	_____
				_____	_____
Contract Period: Option 2 POP Begin: 10-05-2019 POP End: 10-04-2020					
3019	Waste toxic liquids, lab-packed in 5-gallon containers (D009) (quantity per year).	5.00	EA	_____	_____
				_____	_____
Contract Period: Option 2 POP Begin: 10-05-2019 POP End: 10-04-2020					
3020	Waste toxic solids, lab-packed in 5-gallon containers (D009) (quantity per year).	5.00	EA	_____	_____
				_____	_____
Contract Period: Option 2 POP Begin: 10-05-2019 POP End: 10-04-2020					
3021	SECTION B: Hazardous and Non-Hazardous Pharmaceutical Wastes Pickup/Shipment/Disposal	10.00	LB	_____	_____
				_____	_____
RCRA acute (P-List) pharmaceuticals and containers for incineration (quantity per year).					

Contract Period: Option 2 POP Begin: 10-05-2019 POP End: 10-04-2020					
3022	SECTION B: Hazardous and Non-Hazardous Pharmaceutical Wastes Pickup/Shipment/Disposal	1,500.00	LB	_____	_____
	RCRA hazardous pharmaceutical waste for incineration (quantity per year).			_____	_____
Contract Period: Option 2 POP Begin: 10-05-2019 POP End: 10-04-2020					
3023	SECTION B: Hazardous and Non-Hazardous Pharmaceutical Wastes Pickup/Shipment/Disposal	20.00	LB	_____	_____
	RCRA hazardous pharmaceutical waste for incineration (i.e. Toxins Extracted from Living Sources: Lyophilized Botulinum Toxin) (quantity per year).			_____	_____
Contract Period: Option 2 POP Begin: 10-05-2019 POP End: 10-04-2020					
3024	SECTION B: Hazardous and Non-Hazardous Pharmaceutical Wastes Pickup/Shipment/Disposal	4,000.00	LB	_____	_____
				_____	_____

Non-hazardous pharmaceutical waste
for incineration
(quantity per year).

Contract Period: Option 2
POP Begin: 10-05-2019
POP End: 10-04-2020

3025	SECTION B: Hazardous and Non-Hazardous Pharmaceutical Wastes Pickup/Shipment/Disposal	800.00	LB	_____	_____
	RCRA hazardous chemical waste (i.e. Waste Hydrogen Peroxide and Peroxyacetic Acid Mixtures Stabilized: D001 & D002) (quantity per year).			_____	_____
	Contract Period: Option 2 POP Begin: 10-05-2019 POP End: 10-04-2020				
3026	SECTION B: Hazardous and Non-Hazardous Pharmaceutical Wastes Pickup/Shipment/Disposal	800.00	LB	_____	_____
	RCRA hazardous chemical waste (i.e. Waste Disinfectant Liquids Corrosive [Trisodium Phosphate]) (quantity per year).			_____	_____
	Contract Period: Option 2 POP Begin: 10-05-2019				

POP End: 10-04-2020					
3027	Section C: Dual (Hazardous Chemical and Bio-Hazardous Combined) Wastes Pickup/Shipment/Disposal RCRA hazardous chemical (caustic-corrosive) and bio-hazardous combined waste (dual) (quantity per year). Contract Period: Option 2 POP Begin: 10-05-2019 POP End: 10-04-2020	800.00	lb	_____	_____
				_____	_____
3028	Section D: Labor, Supplies and Equipment for Collection, Transportation and Disposal Services Mobilization/Transportation/Manifesting/Administrative (16 TRIPS PER YEAR) Contract Period: Option 2 POP Begin: 10-05-2019 POP End: 10-04-2020	1.00	YR	_____	_____
				_____	_____
3029	Section D: Labor, Supplies and Equipment for Collection, Transportation and Disposal Services Labor (travel) Contract Period: Option 2 POP Begin: 10-05-2019 POP End: 10-04-2020	1.00	hr	_____	_____
				_____	_____
3030	Section D: Labor, Supplies and Equipment for Collection, Transportation and Disposal Services Chemist: Onsite Iowa City Contract Period: Option 2 POP Begin: 10-05-2019 POP End: 10-04-2020	1.00	hr	_____	_____
				_____	_____
3031	Section D: Labor, Supplies and Equipment for Collection, Transportation and Disposal Services Profiling Contract Period: Option 2 POP Begin: 10-05-2019 POP End: 10-04-2020	1.00	hr	_____	_____
				_____	_____

4001	Section A: Hazardous Wastes (Non-Pharmaceutical Wastes and Non-Dual Wastes) Pickup/Shipment/Disposal 30-gallon drum of waste xylene/alcohol (D001, D007, F003) (quantity per year). Contract Period: Option 3 POP Begin: 10-05-2020 POP End: 10-04-2021	24.00	EA	_____	_____
4002	30-gallon drum of waste paint thinner (D001, D002) (quantity per year). Contract Period: Option 3 POP Begin: 10-05-2020 POP End: 10-04-2021	2.00	EA	_____	_____
4003	30-gallon drum of used motor oil and/or used oil-soaked materials (quantity per year) Contract Period: Option 3 POP Begin: 10-05-2020 POP End: 10-04-2021	2.00	EA	_____	_____
4004	55-gallon drum of waste engine antifreeze (quantity per year). Contract Period: Option 3 POP Begin: 10-05-2020 POP End: 10-04-2021	2.00	EA	_____	_____
4005	Waste aerosols, lab-packed in 5-gallon containers (quantity per year). Contract Period: Option 3 POP Begin: 10-05-2020 POP End: 10-04-2021	5.00	EA	_____	_____
4006	Waste aerosols, lab-packed in 5-gallon containers (quantity per year).	5.00	EA	_____	_____

<p>Contract Period: Option 3 POP Begin: 10-05-2020 POP End: 10-04-2021</p>					
4007	Waste corrosive liquids, lab-packed in 5-gallon containers (D002, D007) (quantity per year).	10.00	EA	_____	_____
<p>Contract Period: Option 3 POP Begin: 10-05-2020 POP End: 10-04-2021</p>					
4008	Waste corrosive liquids, lab-packed in 15-gallon containers (D002, D007) (quantity per year).	5.00	EA	_____	_____
<p>Contract Period: Option 3 POP Begin: 10-05-2020 POP End: 10-04-2021</p>					
4009	Waste corrosive solids, lab-packed in 5-gallon containers (D002) (quantity per year).	10.00	EA	_____	_____
<p>Contract Period: Option 3 POP Begin: 10-05-2020 POP End: 10-04-2021</p>					
4010	Waste corrosive solids, lab-packed in 15-gallon containers (D002) (quantity per year).	5.00	EA	_____	_____
<p>Contract Period: Option 3 POP Begin: 10-05-2020 POP End: 10-04-2021</p>					
4011	Waste flammable liquids, lab-packed in 5-gallon	5.00	EA	_____	_____

	containers (D001, F003, F005) (quantity per year).				
	Contract Period: Option 3 POP Begin: 10-05-2020 POP End: 10-04-2021				
4012	Waste flammable liquids, lab-packed in 15-gallon containers (D001, F003, F005) (quantity per year).	5.00	EA	_____	_____
				_____	_____
	Contract Period: Option 3 POP Begin: 10-05-2020 POP End: 10-04-2021				
4013	Waste flammable solids, lab-packed in 5-gallon containers (D001, F003, F005) (quantity per year).	10.00	EA	_____	_____
				_____	_____
	Contract Period: Option 3 POP Begin: 10-05-2020 POP End: 10-04-2021				
4014	Waste flammable solids, lab-packed in 15-gallon containers (D001, F003, F005) (quantity per year).	5.00	EA	_____	_____
				_____	_____
	Contract Period: Option 3 POP Begin: 10-05-2020 POP End: 10-04-2021				
4015	Waste oxidizing liquids, lab-packed in 5-gallon containers (D001, D011) (quantity per year).	10.00	EA	_____	_____
				_____	_____

Contract Period: Option 3 POP Begin: 10-05-2020 POP End: 10-04-2021					
4016	Waste oxidizing liquids, lab-packed in 15-gallon containers (D001, D011) (quantity per year).	5.00	EA	_____	_____
				_____	_____
Contract Period: Option 3 POP Begin: 10-05-2020 POP End: 10-04-2021					
4017	Waste oxidizing solids, lab-packed in 5-gallon containers (D001, D011) (quantity per year).	10.00	EA	_____	_____
				_____	_____
Contract Period: Option 3 POP Begin: 10-05-2020 POP End: 10-04-2021					
4018	Waste oxidizing solids, lab-packed in 15-gallon containers (D001, D011) (quantity per year).	5.00	EA	_____	_____
				_____	_____
Contract Period: Option 3 POP Begin: 10-05-2020 POP End: 10-04-2021					
4019	Waste toxic liquids, lab-packed in 5-gallon containers (D009) (quantity per year).	5.00	EA	_____	_____
				_____	_____

Contract Period: Option 3 POP Begin: 10-05-2020 POP End: 10-04-2021				
4020	Waste toxic solids, lab-packed in 5-gallon containers (D009) (quantity per year).	5.00	EA	_____

Contract Period: Option 3 POP Begin: 10-05-2020 POP End: 10-04-2021				
4021	SECTION B: Hazardous and Non-Hazardous Pharmaceutical Wastes Pickup/Shipment/Disposal	10.00	LB	_____
	RCRA acute (P-List) pharmaceuticals and containers for incineration (quantity per year).			_____
Contract Period: Option 3 POP Begin: 10-05-2020 POP End: 10-04-2021				
4022	SECTION B: Hazardous and Non-Hazardous Pharmaceutical Wastes Pickup/Shipment/Disposal	1,500.00	LB	_____
	RCRA hazardous pharmaceutical waste for incineration (quantity per year).			_____
Contract Period: Option 3 POP Begin: 10-05-2020				

POP End: 10-04-2021					
4023	SECTION B: Hazardous and Non-Hazardous Pharmaceutical Wastes Pickup/Shipment/Disposal	20.00	LB	_____	_____
	RCRA hazardous pharmaceutical waste for incineration (i.e. Toxins Extracted from Living Sources: Lyophilized Botulinum Toxin) (quantity per year).			_____	_____
	Contract Period: Option 3 POP Begin: 10-05-2020 POP End: 10-04-2021				
4024	SECTION B: Hazardous and Non-Hazardous Pharmaceutical Wastes Pickup/Shipment/Disposal	4,000.00	LB	_____	_____
	Non-hazardous pharmaceutical waste for incineration (quantity per year).			_____	_____
	Contract Period: Option 3 POP Begin: 10-05-2020 POP End: 10-04-2021				
4025	SECTION B: Hazardous and Non-Hazardous Pharmaceutical Wastes Pickup/Shipment/Disposal	800.00	LB	_____	_____
	RCRA hazardous chemical waste (i.e. Waste Hydrogen Peroxide and Peroxyacetic Acid Mixtures			_____	_____

	Stabilized: D001 & D002) (quantity per year).				
	Contract Period: Option 3 POP Begin: 10-05-2020 POP End: 10-04-2021				
4026	SECTION B: Hazardous and Non-Hazardous Pharmaceutical Wastes Pickup/Shipment/Disposal RCRA hazardous chemical waste (i.e. Waste Disinfectant Liquids Corrosive [Trisodium Phosphate]) (quantity per year). Contract Period: Option 3 POP Begin: 10-05-2020 POP End: 10-04-2021	800.00	LB	_____	_____
4027	Section C: Dual (Hazardous Chemical and Bio-Hazardous Combined) Wastes Pickup/Shipment/Disposal RCRA hazardous chemical (caustic-corrosive) and bio-hazardous combined waste (dual) (quantity per year). Contract Period: Option 3 POP Begin: 10-05-2020 POP End: 10-04-2021	800.00	lb	_____	_____
4028	Section D: Labor, Supplies and Equipment for Collection, Transportation and Disposal Services Mobilization/Transportation/Manifesting/Administrative (16 TRIPS PER YEAR) Contract Period: Option 3 POP Begin: 10-05-2020	1.00	YR	_____	_____

POP End: 10-04-2021					
4029	Section D: Labor, Supplies and Equipment for Collection, Transportation and Disposal Services Labor (travel) Contract Period: Option 3 POP Begin: 10-05-2020 POP End: 10-04-2021	1.00	hr	_____	_____
4030	Section D: Labor, Supplies and Equipment for Collection, Transportation and Disposal Services Chemist: Onsite Iowa City Contract Period: Option 3 POP Begin: 10-05-2020 POP End: 10-04-2021	1.00	hr	_____	_____
4031	Section D: Labor, Supplies and Equipment for Collection, Transportation and Disposal Services Profiling Contract Period: Option 3 POP Begin: 10-05-2020 POP End: 10-04-2021	1.00	hr	_____	_____
5001	Section A: Hazardous Wastes (Non-Pharmaceutical Wastes and Non-Dual Wastes) Pickup/Shipment/Disposal 30-gallon drum of waste xylene/alcohol (D001, D007, F003) (quantity per year). Contract Period: Option 4 POP Begin: 10-05-2021 POP End: 10-04-2022	24.00	EA	_____	_____
5002	30-gallon drum of waste paint thinner (D001, D002) (quantity per year). Contract Period: Option 4 POP Begin: 10-05-2021 POP End: 10-04-2022	2.00	EA	_____	_____
5003	30-gallon drum of used motor oil and/or used oil-soaked materials (quantity per year)	2.00	EA	_____	_____

Contract Period: Option 4 POP Begin: 10-05-2021 POP End: 10-04-2022					
5004	55-gallon drum of waste engine antifreeze (quantity per year).	2.00	EA	_____	_____
Contract Period: Option 4 POP Begin: 10-05-2021 POP End: 10-04-2022					
5005	Waste aerosols, lab-packed in 5-gallon containers (quantity per year).	5.00	EA	_____	_____
Contract Period: Option 4 POP Begin: 10-05-2021 POP End: 10-04-2022					
5006	Waste aerosols, lab-packed in 5-gallon containers (quantity per year).	5.00	EA	_____	_____
Contract Period: Option 4 POP Begin: 10-05-2021 POP End: 10-04-2022					
5007	Waste corrosive liquids, lab-packed in 5-gallon containers (D002, D007) (quantity per year).	10.00	EA	_____	_____
Contract Period: Option 4 POP Begin: 10-05-2021 POP End: 10-04-2022					
5008	Waste corrosive liquids, lab-packed in 15-gallon containers (D002, D007) (quantity per year).	5.00	EA	_____	_____

Contract Period: Option 4 POP Begin: 10-05-2021 POP End: 10-04-2022					
5009	Waste corrosive solids, lab-packed in 5-gallon containers (D002) (quantity per year).	10.00	EA	_____	_____
Contract Period: Option 4 POP Begin: 10-05-2021 POP End: 10-04-2022					
5010	Waste corrosive solids, lab-packed in 15-gallon containers (D002) (quantity per year).	5.00	EA	_____	_____
Contract Period: Option 4 POP Begin: 10-05-2021 POP End: 10-04-2022					
5011	Waste flammable liquids, lab-packed in 5-gallon containers (D001, F003, F005) (quantity per year).	5.00	EA	_____	_____
Contract Period: Option 4 POP Begin: 10-05-2021 POP End: 10-04-2022					
5012	Waste flammable liquids, lab-packed in 15-gallon containers (D001, F003, F005) (quantity per year).	5.00	EA	_____	_____
Contract Period: Option 4 POP Begin: 10-05-2021 POP End: 10-04-2022					
5013	Waste flammable solids, lab-packed in 5-gallon containers (D001, F003, F005) (quantity per year).	10.00	EA	_____	_____

<p>Contract Period: Option 4 POP Begin: 10-05-2021 POP End: 10-04-2022</p>					
5014	Waste flammable solids, lab-packed in 15-gallon containers (D001, F003, F005) (quantity per year).	5.00	EA	_____	_____
<p>Contract Period: Option 4 POP Begin: 10-05-2021 POP End: 10-04-2022</p>					
5015	Waste oxidizing liquids, lab-packed in 5-gallon containers (D001, D011) (quantity per year).	10.00	EA	_____	_____
<p>Contract Period: Option 4 POP Begin: 10-05-2021 POP End: 10-04-2022</p>					
5016	Waste oxidizing liquids, lab-packed in 15-gallon containers (D001, D011) (quantity per year).	5.00	EA	_____	_____
<p>Contract Period: Option 4 POP Begin: 10-05-2021 POP End: 10-04-2022</p>					
5017	Waste oxidizing solids, lab-packed in 5-gallon containers (D001, D011) (quantity per year).	10.00	EA	_____	_____

Contract Period: Option 4 POP Begin: 10-05-2021 POP End: 10-04-2022					
5018	Waste oxidizing solids, lab-packed in 15-gallon containers (D001, D011) (quantity per year).	5.00	EA	_____	_____
Contract Period: Option 4 POP Begin: 10-05-2021 POP End: 10-04-2022					
5019	Waste toxic liquids, lab-packed in 5-gallon containers (D009) (quantity per year).	5.00	EA	_____	_____
Contract Period: Option 4 POP Begin: 10-05-2021 POP End: 10-04-2022					
5020	Waste toxic solids, lab-packed in 5-gallon containers (D009) (quantity per year).	5.00	EA	_____	_____
Contract Period: Option 4 POP Begin: 10-05-2021 POP End: 10-04-2022					
5021	SECTION B: Hazardous and Non-Hazardous Pharmaceutical Wastes Pickup/Shipment/Disposal	10.00	LB	_____	_____
RCRA acute (P-List) pharmaceuticals and containers for incineration (quantity per year).					

<p>Contract Period: Option 4 POP Begin: 10-05-2021 POP End: 10-04-2022</p>					
5022	SECTION B: Hazardous and Non-Hazardous Pharmaceutical Wastes Pickup/Shipment/Disposal	1,500.00	LB	_____	_____
	RCRA hazardous pharmaceutical waste for incineration (quantity per year).			_____	_____
<p>Contract Period: Option 4 POP Begin: 10-05-2021 POP End: 10-04-2022</p>					
5023	SECTION B: Hazardous and Non-Hazardous Pharmaceutical Wastes Pickup/Shipment/Disposal	20.00	LB	_____	_____
	RCRA hazardous pharmaceutical waste for incineration (i.e. Toxins Extracted from Living Sources: Lyophilized Botulinum Toxin) (quantity per year).			_____	_____
<p>Contract Period: Option 4 POP Begin: 10-05-2021 POP End: 10-04-2022</p>					

5024	SECTION B: Hazardous and Non-Hazardous Pharmaceutical Wastes Pickup/Shipment/Disposal Non-hazardous pharmaceutical waste for incineration (quantity per year). Contract Period: Option 4 POP Begin: 10-05-2021 POP End: 10-04-2022	4,000.00	LB	_____	_____
5025	SECTION B: Hazardous and Non-Hazardous Pharmaceutical Wastes Pickup/Shipment/Disposal RCRA hazardous chemical waste (i.e. Waste Hydrogen Peroxide and Peroxyacetic Acid Mixtures Stabilized: D001 & D002) (quantity per year). Contract Period: Option 4 POP Begin: 10-05-2021 POP End: 10-04-2022	800.00	LB	_____	_____
5026	SECTION B: Hazardous and Non-Hazardous Pharmaceutical Wastes Pickup/Shipment/Disposal RCRA hazardous chemical waste (i.e. Waste Disinfectant Liquids Corrosive [Trisodium Phosphate]) (quantity per year).	800.00	LB	_____	_____

	Contract Period: Option 4 POP Begin: 10-05-2021 POP End: 10-04-2022				
5027	Section C: Dual (Hazardous Chemical and Bio-Hazardous Combined) Wastes Pickup/Shipment/Disposal RCRA hazardous chemical (caustic-corrosive) and bio-hazardous combined waste (dual) (quantity per year). Contract Period: Option 4 POP Begin: 10-05-2021 POP End: 10-04-2022	800.00	lb	_____	_____
				_____	_____
5028	Section D: Labor, Supplies and Equipment for Collection, Transportation and Disposal Services Mobilization/Transportation/Manifesting/Administrative (16 TRIPS PER YEAR) Contract Period: Option 4 POP Begin: 10-05-2021 POP End: 10-04-2022	1.00	YR	_____	_____
				_____	_____
5029	Section D: Labor, Supplies and Equipment for Collection, Transportation and Disposal Services Labor (travel) Contract Period: Option 4 POP Begin: 10-05-2021 POP End: 10-04-2022	1.00	hr	_____	_____
				_____	_____
5030	Section D: Labor, Supplies and Equipment for Collection, Transportation and Disposal Services Chemist: Onsite Iowa City Contract Period: Option 4 POP Begin: 10-05-2021 POP End: 10-04-2022	1.00	hr	_____	_____
				_____	_____
5031	Section D: Labor, Supplies and Equipment for Collection, Transportation and Disposal Services Profiling	1.00	hr	_____	_____
				_____	_____

Contract Period: Option 4
POP Begin: 10-05-2021
POP End: 10-04-2022

SECTION C - CONTRACT CLAUSES

<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

C.1 52.203-19 PROHIBITION ON REQUIRING CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS OR STATEMENTS (JAN 2017)

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

Internal confidentiality agreement or statement means a confidentiality agreement or any other written statement that the contractor requires any of its employees or subcontractors to sign regarding nondisclosure of contractor information, except that it does not include confidentiality agreements arising out of civil litigation or confidentiality agreements that contractor employees or subcontractors sign at the behest of a Federal agency.

Subcontract means any contract as defined in subpart 2.1 entered into by a subcontractor to furnish supplies or services for performance of a prime contract or a subcontract. It includes but is not limited to purchase orders, and changes and modifications to purchase orders.

Subcontractor means any supplier, distributor, vendor, or firm (including a consultant) that furnishes supplies or services to or for a prime contractor or another subcontractor.

(b) The Contractor shall 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).

(c) The Contractor shall notify current employees and subcontractors that prohibitions and restrictions of any preexisting internal confidentiality agreements or statements covered by this clause, to the extent that such prohibitions and restrictions are inconsistent with the prohibitions of this clause, are no longer in effect.

(d) The prohibition in paragraph (b) of this clause 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.

(e) 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) use of funds appropriated (or otherwise made available) is prohibited, if the Government determines that the Contractor is not in compliance with the provisions of this clause.

(f) The Contractor shall include the substance of this clause, including this paragraph (f), in subcontracts under such contracts.

(End of Clause)

<u>FAR Number</u>	<u>Title</u>	<u>Date</u>
52.204-4	PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED 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

C.2 52.212-4 CONTRACT TERMS AND CONDITIONS—COMMERCIAL ITEMS (JAN 2017)

(a) *Inspection/Acceptance.* The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. If repair/replacement or reperformance will not correct the defects or is not possible, the Government may seek an equitable price reduction or adequate consideration for acceptance of nonconforming supplies or services. The Government must exercise its post-acceptance rights—

(1) Within a reasonable time after the defect was discovered or should have been discovered; and

(2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(b) *Assignment.* The Contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C. 3727). However, when a third party makes payment (e.g., use of the Governmentwide commercial purchase card), the Contractor may not assign its rights to receive payment under this contract.

(c) *Changes.* Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

(d) *Disputes.* This contract is subject to 41 U.S.C. chapter 71, Contract Disputes. Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR 52.233-1, Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(e) *Definitions.* The clause at FAR 52.202-1, Definitions, is incorporated herein by reference.

(f) *Excusable delays.* The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common

carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(g) Invoice.

(1) The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized) to the address designated in the contract to receive invoices. An invoice must include—

- (i) Name and address of the Contractor;
- (ii) Invoice date and number;
- (iii) Contract number, line item number and, if applicable, the order number;
- (iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;
- (v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;
- (vi) Terms of any discount for prompt payment offered;
- (vii) Name and address of official to whom payment is to be sent;
- (viii) Name, title, and phone number of person to notify in event of defective invoice; and
- (ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.
- (x) Electronic funds transfer (EFT) banking information.

(A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.

(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer—System for Award Management, or 52.232-34, Payment by Electronic Funds Transfer—Other Than System for Award Management), or applicable agency procedures.

(C) EFT banking information is not required if the Government waived the requirement to pay by EFT.

(2) Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR part 1315.

(h) *Patent indemnity*. The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

(i) Payment.—

(1) *Items accepted.* Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract.

(2) *Prompt payment.* The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and prompt payment regulations at 5 CFR part 1315.

(3) *Electronic Funds Transfer (EFT).* If the Government makes payment by EFT, see 52.212-5(b) for the appropriate EFT clause.

(4) *Discount.* In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

(5) *Overpayments.* If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall—

(i) Remit the overpayment amount to the payment office cited in the contract along with a description of the overpayment including the—

(A) Circumstances of the overpayment (e.g., duplicate payment, erroneous payment, liquidation errors, date(s) of overpayment);

(B) Affected contract number and delivery order number, if applicable;

(C) Affected line item or subline item, if applicable; and

(D) Contractor point of contact.

(ii) Provide a copy of the remittance and supporting documentation to the Contracting Officer.

(6) *Interest.*

(i) All amounts that become payable by the Contractor to the Government under this contract shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury as provided in 41 U.S.C. 7109, which is applicable to the period in which the amount becomes due, as provided in (i)(6)(v) of this clause, and then at the rate applicable for each six-month period as fixed by the Secretary until the amount is paid.

(ii) The Government may issue a demand for payment to the Contractor upon finding a debt is due under the contract.

(iii) *Final decisions.* The Contracting Officer will issue a final decision as required by 33.211 if—

(A) The Contracting Officer and the Contractor are unable to reach agreement on the existence or amount of a debt within 30 days;

(B) The Contractor fails to liquidate a debt previously demanded by the Contracting Officer within the timeline specified in the demand for payment unless the amounts were not repaid because the Contractor has requested an installment payment agreement; or

(C) The Contractor requests a deferment of collection on a debt previously demanded by the Contracting Officer (see 32.607-2).

(iv) If a demand for payment was previously issued for the debt, the demand for payment included in the final decision shall identify the same due date as the original demand for payment.

(v) Amounts shall be due at the earliest of the following dates:

(A) The date fixed under this contract.

(B) The date of the first written demand for payment, including any demand for payment resulting from a default termination.

(vi) The interest charge shall be computed for the actual number of calendar days involved beginning on the due date and ending on—

(A) The date on which the designated office receives payment from the Contractor;

(B) The date of issuance of a Government check to the Contractor from which an amount otherwise payable has been withheld as a credit against the contract debt; or

(C) The date on which an amount withheld and applied to the contract debt would otherwise have become payable to the Contractor.

(vii) The interest charge made under this clause may be reduced under the procedures prescribed in 32.608-2 of the Federal Acquisition Regulation in effect on the date of this contract.

(j) *Risk of loss.* Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:

(1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or

(2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.

(k) *Taxes.* The contract price includes all applicable Federal, State, and local taxes and duties.

(l) *Termination for the Government's convenience.* The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This

paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

(m) *Termination for cause.* The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(n) *Title.* Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.

(o) *Warranty.* The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(p) *Limitation of liability.* Except as otherwise provided by an express warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.

(q) *Other compliances.* The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.

(r) *Compliance with laws unique to Government contracts.* The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. chapter 37, Contract Work Hours and Safety Standards; 41 U.S.C. chapter 87, Kickbacks; 41 U.S.C. 4712 and 10 U.S.C. 2409 relating to whistleblower protections; 49 U.S.C. 40118, Fly American; and 41 U.S.C. chapter 21 relating to procurement integrity.

(s) *Order of precedence.* Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order:

- (1) The schedule of supplies/services.
- (2) The Assignments, Disputes, Payments, Invoice, Other Compliances, Compliance with Laws Unique to Government Contracts, and Unauthorized Obligations paragraphs of this clause;
- (3) The clause at 52.212-5.
- (4) Addenda to this solicitation or contract, including any license agreements for computer software.
- (5) Solicitation provisions if this is a solicitation.
- (6) Other paragraphs of this clause.
- (7) The Standard Form 1449.
- (8) Other documents, exhibits, and attachments

(9) The specification.

(t) *System for Award Management (SAM).*

(1) Unless exempted by an addendum to this contract, the Contractor is responsible during performance and through final payment of any contract for the accuracy and completeness of the data within the SAM database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the SAM database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the SAM database to ensure it is current, accurate and complete. Updating information in the SAM does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(2)(i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in FAR subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to (A) change the name in the SAM database; (B) comply with the requirements of subpart 42.12; and (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (t)(2)(i) of this clause, or fails to perform the agreement at paragraph (t)(2)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the SAM information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

(3) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the SAM record to reflect an assignee for the purpose of assignment of claims (see Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the SAM database. Information provided to the Contractor's SAM record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.

(4) Offerors and Contractors may obtain information on registration and annual confirmation requirements via SAM accessed through <https://www.acquisition.gov>.

(u) *Unauthorized Obligations.*

(1) Except as stated in paragraph (u)(2) of this clause, when any supply or service acquired under this contract is subject to any End User License Agreement (EULA), Terms of Service (TOS), or similar legal instrument or agreement, that includes any clause requiring the Government to indemnify the Contractor or any person or entity for damages, costs, fees, or any other loss or liability that would create an Anti-Deficiency Act violation (31 U.S.C. 1341), the following shall govern:

(i) Any such clause is unenforceable against the Government.

(ii) Neither the Government nor any Government authorized end user shall be deemed to have agreed to such clause by virtue of it appearing in the EULA, TOS, or similar legal instrument or agreement. If the EULA, TOS, or similar legal instrument or agreement is invoked through an “I agree” click box or other comparable mechanism (e.g., “click-wrap” or “browse-wrap” agreements), execution does not bind the Government or any Government authorized end user to such clause.

(iii) Any such clause is deemed to be stricken from the EULA, TOS, or similar legal instrument or agreement.

(2) Paragraph (u)(1) of this clause does not apply to indemnification by the Government that is expressly authorized by statute and specifically authorized under applicable agency regulations and procedures.

(v) *Incorporation by reference.* The Contractor’s representations and certifications, including those completed electronically via the System for Award Management (SAM), are incorporated by reference into the contract.

(End of Clause)

C.3 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS—COMMERCIAL ITEMS (JAN 2017) ALTERNATE II (JAN 2017)

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

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

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

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

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

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

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

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

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

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

☐ (5) [Reserved]

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

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

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

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

☐ (10) [Reserved]

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

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

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

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

☐ (13) [Reserved]

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

☐ (ii) Alternate I (NOV 2011).

☐ (iii) Alternate II (NOV 2011).

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

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

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

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

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

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

☐ (iii) Alternate II (NOV 2016) of 52.219-9.

☐ (iv) Alternate III (NOV 2016) of 52.219-9.

☐ (v) Alternate IV (NOV 2016) of 52.219-9.

- ☐ (18) 52.219-13, Notice of Set-Aside of Orders (NOV 2011) (15 U.S.C. 644(r)).
- ☐ (19) 52.219-14, Limitations on Subcontracting (JAN 2017) (15 U.S.C. 637(a)(14)).
- ☐ (20) 52.219-16, Liquidated Damages—Subcontracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).
- ☐ (21) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (NOV 2011) (15 U.S.C. 657f).
- ☐ (22) 52.219-28, Post Award Small Business Program Rerepresentation (Jul 2013) (15 U.S.C. 632(a)(2)).
- ☐ (23) 52.219-29, Notice of Set-Aside for, or Sole Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (DEC 2015) (15 U.S.C. 637(m)).
- ☐ (24) 52.219-30, Notice of Set-Aside for, or Sole Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (DEC 2015) (15 U.S.C. 637(m)).
- ☐ (25) 52.222-3, Convict Labor (June 2003) (E.O. 11755).
- ☐ (26) 52.222–19, Child Labor—Cooperation with Authorities and Remedies (OCT 2016) (E.O. 13126).
- ☐ (27) 52.222-21, Prohibition of Segregated Facilities (APR 2015).
- ☐ (28) 52.222–26, Equal Opportunity (SEP 2016) (E.O. 11246).
- ☐ (29) 52.222-35, Equal Opportunity for Veterans (OCT 2015) (38 U.S.C. 4212).
- ☐ (30) 52.222-36, Equal Opportunity for Workers with Disabilities (JUL 2014) (29 U.S.C. 793).
- ☐ (31) 52.222-37, Employment Reports on Veterans (FEB 2016) (38 U.S.C. 4212).
- ☐ (32) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496).
- ☐ (33)(i) 52.222-50, Combating Trafficking in Persons (MAR 2015) (22 U.S.C. chapter 78 and E.O. 13627).
- ☐ (ii) Alternate I (MAR 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).
- ☐ (34) 52.222-54, Employment Eligibility Verification (OCT 2015). (E. O. 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)
- ☐ (35) 52.222-59, Compliance with Labor Laws (Executive Order 13673) (OCT 2016). (Applies at \$50 million for solicitations and resultant contracts issued from October 25, 2016 through April 24, 2017; applies at \$500,000 for solicitations and resultant contracts issued after April 24, 2017).

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

- ☐ (36) 52.222-60, Paycheck Transparency (Executive Order 13673) (OCT 2016).
- ☐ (37)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Items (May 2008) (42 U.S.C.6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
 - ☐ (ii) Alternate I (MAY 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- ☐ (38) 52.223-11, Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (JUN 2016) (E.O. 13693).
- ☐ (39) 52.223-12, Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (JUN 2016) (E.O. 13693).
- ☐ (40)(i) 52.223-13, Acquisition of EPEAT®-Registered Imaging Equipment (JUN 2014) (E.O.s 13423 and 13514).
 - ☐ (ii) Alternate I (OCT 2015) of 52.223-13.
- ☐ (41)(i) 52.223-14, Acquisition of EPEAT®-Registered Televisions (JUN 2014) (E.O.s 13423 and 13514).
 - ☐ (ii) Alternate I (JUN 2014) of 52.223-14.
- ☐ (42) 52.223-15, Energy Efficiency in Energy-Consuming Products (DEC 2007)(42 U.S.C. 8259b).
- ☐ (43)(i) 52.223-16, Acquisition of EPEAT®-Registered Personal Computer Products (OCT 2015) (E.O.s 13423 and 13514).
 - ☐ (ii) Alternate I (JUN 2014) of 52.223-16.
- ☐ (44) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (AUG 2011)
- ☐ (45) 52.223-20, Aerosols (JUN 2016) (E.O. 13693).
- ☐ (46) 52.223-21, Foams (JUN 2016) (E.O. 13693).
- ☐ (47)(i) 52.224-3, Privacy Training (JAN 2017) (5 U.S.C. 552a).
 - ☐ (ii) Alternate I (JAN 2017) of 52.224-3.
- ☐ (48) 52.225-1, Buy American—Supplies (MAY 2014) (41 U.S.C. chapter 83).
- ☐ (49)(i) 52.225-3, Buy American—Free Trade Agreements—Israeli Trade Act (MAY 2014) (41 U.S.C. chapter 83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43).
 - ☐ (ii) Alternate I (MAY 2014) of 52.225-3.
 - ☐ (iii) Alternate II (MAY 2014) of 52.225-3.

- ☐ (iv) Alternate III (MAY 2014) of 52.225-3.
 - ☐ (50) 52.225-5, Trade Agreements (Oct 2016) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).
 - ☐ (51) 52.225-13, Restrictions on Certain Foreign Purchases (JUN 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).
 - ☐ (52) 52.225-26, Contractors Performing Private Security Functions Outside the United States (OCT 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).
 - ☐ (53) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).
 - ☐ (54) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).
 - ☐ (55) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).
 - ☐ (56) 52.232-30, Installment Payments for Commercial Items (JAN 2017) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).
 - ☐ (57) 52.232-33, Payment by Electronic Funds Transfer—System for Award Management (Jul 2013) (31 U.S.C. 3332).
 - ☐ (58) 52.232-34, Payment by Electronic Funds Transfer—Other than System for Award Management (Jul 2013) (31 U.S.C. 3332).
 - ☐ (59) 52.232-36, Payment by Third Party (MAY 2014) (31 U.S.C. 3332).
 - ☐ (60) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).
 - ☐ (61) 52.242-5, Payments to Small Business Subcontractors (JAN 2017)(15 U.S.C. 637(d)(12)).
 - ☐ (62)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631).
 - ☐ (ii) Alternate I (Apr 2003) of 52.247-64.
- (c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:
- ☐ (1) 52.222-17, Nondisplacement of Qualified Workers (MAY 2014) (E.O. 13495).
 - ☐ (2) 52.222-41, Service Contract Labor Standards (MAY 2014) (41 U.S.C. chapter 67).
 - ☐ (3) 52.222-42, Statement of Equivalent Rates for Federal Hires (MAY 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).
 - ☐ (4) 52.222-43, Fair Labor Standards Act and Service Contract Labor Standards—Price Adjustment (Multiple Year and Option Contracts) (MAY 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

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

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

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

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

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

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

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

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

(1) The Comptroller General of the United States, an appropriate Inspector General appointed under section 3 or 8G of the Inspector General Act of 1978 (5 U.S.C. App.), or an authorized representative of either of the foregoing officials shall have access to and right to—

(i) Examine any of the Contractor's or any subcontractors' records that pertain to, and involve transactions relating to, this contract; and

(ii) Interview any officer or employee regarding such transactions.

(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), and (c), of this clause, the Contractor is not required to flow down any FAR clause in a subcontract for commercial items, other than—

(i) Paragraph (d) of this clause. This paragraph flows down to all subcontracts, except the authority of the Inspector General under paragraph (d)(1)(ii) does not flow down; and

(ii) Those clauses listed in this paragraph (e)(1). Unless otherwise indicated below, the extent of the flow down shall be as required by the clause—

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

(B) 52.203-15, Whistleblower Protections Under the American Recovery and Reinvestment Act of 2009 (JUN 2010) (Section 1553 of Pub. L. 111-5).

(C) 52.219-8, Utilization of Small Business Concerns (OCT 2014) (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.

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

(E) 52.222-26, Equal Opportunity (APR 2015) (E.O. 11246).

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

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

(H) 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.

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

(J)(1) 52.222-50, Combating Trafficking in Persons (MAR 2015) (22 U.S.C. chapter 78 and E.O. 13627).

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

(K) 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).

(L) 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).

(M) 52.222-54, Employment Eligibility Verification (OCT 2015) (Executive Order 12989).

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

(O) 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).

(P) 52.222-59, Compliance with Labor Laws (Executive Order 13673) (OCT 2016).

Note to paragraph (e)(1)(ii)(P): By a court order issued on October 24, 2016, 52.222-59 is enjoined indefinitely as of the date of the order. The enjoined paragraph will become effective immediately if the

court terminates the injunction. At that time, DoD, GSA, and NASA will publish a document in the **Federal Register** advising the public of the termination of the injunction.

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

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

(S)(1) 52.224-3, Privacy Training (JAN 2017) (5 U.S.C. 552a).

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

(T) 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.

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

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

(End of Clause)

C.4 52.216-18 ORDERING (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from the effective date of the contract through the end of the effective period.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

(End of Clause)

C.5 52.216-19 ORDER LIMITATIONS (OCT 1995)

(a) *Minimum order.* When the Government requires supplies or services covered by this contract in an amount of less than , the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) *Maximum order.* The Contractor is not obligated to honor—

(1) Any order for a single item in excess of ; \$10,000.00

(2) Any order for a combination of items in excess of ; \$125,000.00

(3) A series of orders from the same ordering office within 30 days that together call for quantities exceeding the limitation in paragraph (b)(1) or (2) of this section.

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.

(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 30 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of Clause)

C.6 52.216-22 INDEFINITE QUANTITY (OCT 1995)

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum." The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; *provided*, that the Contractor shall not be required to make any deliveries under this contract after the conclusion of the period of performance.

(End of Clause)

C.7 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 60 days prior to the date of extension start date.

(End of Clause)

C.8 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within 60 days prior to the date of extension start date; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 30 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 years in length.

(End of Clause)

C.9 52.224-1 PRIVACY ACT NOTIFICATION (APR 1984)

The Contractor will be required to design, develop, or operate a system of records on individuals, to accomplish an agency function subject to the Privacy Act of 1974, Public Law 93-579, December 31, 1974 (5 U.S.C. 552a) and applicable agency regulations. Violation of the Act may involve the imposition of criminal penalties.

(End of Clause)

C.10 52.228-5 INSURANCE—WORK ON A GOVERNMENT INSTALLATION (JAN 1997)

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

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

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

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

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

(End of Clause)

C.11 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: per occurrences.

(c) Automobile liability: per person; per occurrence and 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.12 52.232-18 AVAILABILITY OF FUNDS (APR 1984)

Funds are not presently available for this contract. The Government's obligation under this contract is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise until funds are made available to the Contracting Officer for this contract and until the Contractor receives notice of such availability, to be confirmed in writing by the Contracting Officer.

(End of Clause)

C.13 52.232-19 AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR (APR 1984)

The Government's obligation for performance of this contract beyond that date is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise for performance under this contract beyond the end of the period of performance, until funds are made available to the Contracting Officer for performance and until the Contractor receives notice of availability, to be confirmed in writing by the Contracting Officer.

(End of Clause)

<u>FAR Number</u>	<u>Title</u>	<u>Date</u>
52.232-40	PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS	DEC 2013

C.14 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):

(End of Clause)

C.15 VAAR 852.203-70 COMMERCIAL ADVERTISING (JAN 2008)

The bidder or offeror agrees that if a contract is awarded to him/her, as a result of this solicitation, he/she will not advertise the award of the contract in his/her commercial advertising in such a manner as to state or imply that the Department of Veterans Affairs endorses a product, project or commercial line of endeavor.

(End of Clause)

C.16 VAAR 852.203-71 DISPLAY OF DEPARTMENT OF VETERAN AFFAIRS HOTLINE POSTER (DEC 1992)

(a) Except as provided in paragraph (c) below, the Contractor shall display prominently, in common work areas within business segments performing work under VA contracts, Department of Veterans Affairs Hotline posters prepared by the VA Office of Inspector General.

(b) Department of Veterans Affairs Hotline posters may be obtained from the VA Office of Inspector General (53E), P.O. Box 34647, Washington, DC 20043-4647.

(c) The Contractor need not comply with paragraph (a) above if the Contractor has established a mechanism, such as a hotline, by which employees may report suspected instances of improper conduct, and instructions that encourage employees to make such reports.

(End of Clause)

C.17 VAAR 852.219-10 VA NOTICE OF TOTAL SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS SET-ASIDE (JUL 2016)(DEVIATION)

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

(1) Means a small business concern:

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

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

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

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

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

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

(b) *General.*

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

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

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

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

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

(End of Clause)

C.18 LIMITATIONS ON SUBCONTRACTING-- MONITORING AND COMPLIANCE (JUN 2011)

This solicitation includes VAAR 852.219-10 VA Notice of Total Service Disabled Veteran Owned Small Business Set Aside. This solicitation includes . Accordingly, any contract resulting from this solicitation will include this clause. The contractor is advised in performing contract administration functions, the CO may use the services of a support contractor(s) retained by VA to assist in assessing the contractor's compliance with the limitations on subcontracting or percentage of work performance requirements specified in the clause. To that end, the support contractor(s) may require access to contractor's offices where the contractor's business records or other proprietary data are retained and to review such business records regarding the contractor's compliance with this requirement. All support contractors conducting this review on behalf of VA will be required to sign an “Information Protection and Non-Disclosure and Disclosure of Conflicts of Interest Agreement” to ensure the contractor's business records or other proprietary data reviewed or obtained in the course of assisting the CO in assessing the contractor for compliance are protected to ensure information or data is not improperly disclosed or other impropriety occurs. Furthermore, if VA determines any services the support contractor(s) will perform in assessing compliance are advisory and assistance services as defined in FAR 2.101, Definitions, the support contractor(s) must also enter into an agreement with the contractor to protect proprietary information as required by FAR 9.505-4, obtaining access to proprietary information,

paragraph (b). The contractor is required to cooperate fully and make available any records as may be required to enable the CO to assess the contractor's compliance with the limitations on subcontracting or percentage of work performance requirement.

C.19 VAAR 852.228-71 INDEMNIFICATION AND INSURANCE (JAN 2008)

(a) Indemnification. The contractor expressly agrees to indemnify and save the Government, its officers, agents, servants, and employees harmless from and against any and all claims, loss, damage, injury, and liability, however caused, resulting from, arising out of, or in any way connected with the performance of work under this agreement. Further, it is agreed that any negligence or alleged negligence of the Government, its officers, agents, servants, and employees, shall not be a bar to a claim for indemnification unless the act or omission of the Government, its officers, agents, servants, and employees is the sole, competent, and producing cause of such claims, loss, damage, injury, and liability. At the option of the contractor, and subject to the approval by the contracting officer of the sources, insurance coverage may be employed as guaranty of indemnification.

(b) Insurance. Satisfactory insurance coverage is a condition precedent to award of a contract. In general, a successful bidder must present satisfactory evidence of full compliance with State and local requirements, or those below stipulated, whichever are the greater. More specifically, workers' compensation and employer's liability coverage will conform to applicable State law requirements for the service contemplated, whereas general liability and aircraft liability of comprehensive type shall, in the absence of higher statutory minimums, be required in the amounts per aircraft used of not less than \$200,000 per person and \$500,000 per occurrence for bodily injury and \$200,000 per occurrence for property damage. Coverage for passenger liability bodily injury shall be at least \$200,000 multiplied by the number of seats or passengers, whichever is greater. State-approved sources of insurance coverage ordinarily will be deemed acceptable to the Department of Veterans Affairs installation, subject to timely certifications by such sources of the types and limits of the coverages afforded by the sources to the bidder.

(End of Clause)

C.20 VAAR 852.232-72 ELECTRONIC SUBMISSION OF PAYMENT REQUESTS (NOV 2012)

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

- (1) *Contract financing payment* has the meaning given in FAR 32.001.
- (2) *Designated agency office* has the meaning given in 5 CFR 1315.2(m).
- (3) *Electronic form* means an automated system transmitting information electronically according to the

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(End of Clause)

C.21 VAAR 852.237-70 CONTRACTOR RESPONSIBILITIES (APR 1984)

The contractor shall obtain all necessary licenses and/or permits required to perform this work. He/she shall take all reasonable precautions necessary to protect persons and property from injury or damage during the performance of this contract. He/she shall be responsible for any injury to himself/herself, his/her employees, as well as for any damage to personal or public property that occurs during the performance of this contract that is caused by his/her employees fault or negligence, and shall maintain personal liability and property damage insurance having coverage for a limit as required by the laws of the State of IOWA. Further, it is agreed that any negligence of the Government, its officers, agents,

servants and employees, shall not be the responsibility of the contractor hereunder with the regard to any claims, loss, damage, injury, and liability resulting there from.

(End of Clause)

SECTION D - CONTRACT DOCUMENTS, EXHIBITS, OR ATTACHMENTS

See attached document: S02.WD 15-4983.

SECTION E - SOLICITATION PROVISIONS

E.1 52.203-18 PROHIBITION ON CONTRACTING WITH ENTITIES THAT REQUIRE CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS OR STATEMENTS—REPRESENTATION (JAN 2017)

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

Internal confidentiality agreement or statement, subcontract, and subcontractor, are defined in the clause at 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements.

(b) 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 funds appropriated (or otherwise made available) 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.

(c) The prohibition in paragraph (b) 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.

(d) *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)

E.2 52.209-5 REPRESENTATION BY CORPORATIONS REGARDING AN UNPAID TAX LIABILITY OR A FELONY CONVICTION UNDER ANY FEDERAL LAW (DEVIATION)(MAR 2012)

(a) In accordance with Division H, sections 8124 and 8125 of P.L. 112-74 and sections 738 and 739 of P.L. 112-55 none of the funds made available by either Act may be used to enter into a contract with any corporation that—

(1) Has an unpaid federal tax liability, unless the agency has considered suspension or debarment of the corporation and the Suspension and Debarment Official has made a determination that this action is not necessary to protect the interests of the Government.

(2) Has a felony criminal violation under any Federal or State law within the preceding 24 months, unless the agency has considered suspension or debarment of the corporation and Suspension and Debarment Official has made a determination that this action is not necessary to protect the interests of the Government.

(b) The Offeror represents that—

(1) The offeror does ☐ does not ☐ have any unpaid Federal tax liability that has been assessed and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

(2) The offeror, its officers or agents acting on its behalf have ☐ have not ☐ been convicted of a felony criminal violation under a Federal or State law within the preceding 24 months.

(End of Provision)

E.3 52.209-7 INFORMATION REGARDING RESPONSIBILITY MATTERS (JUL 2013)

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

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

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

(1) The total value of all current, active contracts and grants, including all priced options; and

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

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

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

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

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

- (i) In a criminal proceeding, a conviction.
 - (ii) In a civil proceeding, a finding of fault and liability that results in the payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more.
 - (iii) In an administrative proceeding, a finding of fault and liability that results in—
 - (A) The payment of a monetary fine or penalty of \$5,000 or more; or
 - (B) The payment of a reimbursement, restitution, or damages in excess of \$100,000.
 - (iv) In a criminal, civil, or administrative proceeding, a disposition of the matter by consent or compromise with an acknowledgment of fault by the Contractor if the proceeding could have led to any of the outcomes specified in paragraphs (c)(1)(i), (c)(1)(ii), or (c)(1)(iii) of this provision.
- (2) If the offeror has been involved in the last five years in any of the occurrences listed in (c)(1) of this provision, whether the offeror has provided the requested information with regard to each occurrence.
- (d) The offeror shall post the information in paragraphs (c)(1)(i) through (c)(1)(iv) of this provision in FAPIIS as required through maintaining an active registration in the System for Award Management database via <https://www.acquisition.gov> (see 52.204-7).

(End of Provision)

E.4 52.212-1 INSTRUCTIONS TO OFFERORS—COMMERCIAL ITEMS (JAN 2017)

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

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

- (1) The solicitation number;
- (2) The time specified in the solicitation for receipt of offers;
- (3) The name, address, and telephone number of the offeror;
- (4) A technical description of the items being offered in sufficient detail to evaluate compliance with the requirements in the solicitation. This may include product literature, or other documents, if necessary;
- (5) Terms of any express warranty;

- (6) Price and any discount terms;
 - (7) "Remit to" address, if different than mailing address;
 - (8) A completed copy of the representations and certifications at FAR 52.212-3 (see FAR 52.212-3(b) for those representations and certifications that the offeror shall complete electronically);
 - (9) Acknowledgment of Solicitation Amendments;
 - (10) Past performance information, when included as an evaluation factor, to include recent and relevant contracts for the same or similar items and other references (including contract numbers, points of contact with telephone numbers and other relevant information); and
 - (11) If the offer is not submitted on the SF 1449, include a statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation. Offers that fail to furnish required representations or information, or reject the terms and conditions of the solicitation may be excluded from consideration.
- (c) *Period for acceptance of offers.* The offeror agrees to hold the prices in its offer firm for 30 calendar days from the date specified for receipt of offers, unless another time period is specified in an addendum to the solicitation.
- (d) *Product samples.* When required by the solicitation, product samples shall be submitted at or prior to the time specified for receipt of offers. Unless otherwise specified in this solicitation, these samples shall be submitted at no expense to the Government, and returned at the sender's request and expense, unless they are destroyed during preaward testing.
- (e) *Multiple offers.* Offerors are encouraged to submit multiple offers presenting alternative terms and conditions, including alternative line items (provided that the alternative line items are consistent with subpart 4.10 of the Federal Acquisition Regulation), or alternative commercial items for satisfying the requirements of this solicitation. Each offer submitted will be evaluated separately.
- (f) Late submissions, modifications, revisions, and withdrawals of offers.
- (1) Offerors are responsible for submitting offers, and any modifications, revisions, or withdrawals, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that offers or revisions are due.
- (2)(i) Any offer, modification, revision, or withdrawal of an offer received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and—
- (A) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of offers; or
- (B) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or

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

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

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

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

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

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

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

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

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

GSA Federal Supply Service Specifications Section

Suite 8100 470 East L'Enfant Plaza, SW

Washington, DC 20407

Telephone (202) 619-8925

Facsimile (202) 619-8978.

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

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

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

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

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

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

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

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

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

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

(j) *Unique entity identifier.* (Applies to all offers exceeding \$3,500, and offers of \$3,500 or less if the solicitation requires the Contractor to be registered in the System for Award Management (SAM) database.) The Offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation “Unique Entity Identifier” followed by the unique entity identifier that identifies the Offeror’s name and address. The Offeror also shall enter its Electronic Funds Transfer (EFT) indicator, if applicable. The EFT indicator is a four-character suffix to the unique entity identifier. The suffix is assigned at the discretion of the Offeror to establish additional SAM records for identifying alternative EFT accounts (see subpart 32.11) for the same entity. If the Offeror does not have a unique entity identifier, it should contact the entity designated at www.sam.gov for unique entity identifier establishment directly to obtain one. The Offeror should indicate that it is an offeror for a Government contract when contacting the entity designated at www.sam.gov for establishing the unique entity identifier.

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

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

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

(End of Provision)

E.5 52.212-2 EVALUATION—COMMERCIAL ITEMS (OCT 2014)

(a) Award will be made using the lowest price technically acceptable evaluation process, where the non-price factors are evaluated on an acceptable/unacceptable basis. Best value is expected to result from selection of the technically acceptable quote with the lowest evaluated price. Award will be made on the basis of the lowest evaluated price of quotes meeting or exceeding the acceptability standards for non-price factors. The offeror must submit detailed information within their quote must demonstrate that the offered services meet the minimum specifications found in the Statement of Work to be evaluated as acceptable. VA will evaluate the quotes on the basis of information furnished by the offeror in response to this solicitation.

Award will be made on the basis of the lowest evaluated
price of the proposals meeting or exceeding the
acceptability standards for non-cost factors in
accordance with FAR 12 and 13.

(b) *Options*. Evaluation of Option to Extend Services under 52.217-8. For the purposes of the award of the resulting contract, the Government intends to evaluate the option to extend services, provided under FAR 52.217-8, as follows: The evaluation will consider the possibility that the option can be exercised at any time, and can be exercised in increments of one to six months, but for no more than a total of six months during the life of the contract. The evaluation will assume that the prices for any option exercised under FAR 52.217-8 will be at the same rates as those in effect under the contract at time of award. The evaluation will therefore assume that the addition of the price or prices of any possible extension or extensions under FAR 52.217-8 to the total price for the basic requirement and the total price for the priced options has the same effect on the total price of all offers relative to each other, and will not affect the ranking of offers based on price, unless, after reviewing the offers, the Government determines that

there is a basis for finding otherwise. This evaluation will not obligate the Government to exercise any option under FAR 52.217-8.

(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.6 52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS— COMMERCIAL ITEMS (JAN 2017)

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

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

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

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

Civil judgment means—

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

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

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

Economically disadvantaged women-owned small business (EDWOSB) concern means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States

and who are economically disadvantaged in accordance with 13 CFR part 127. It automatically qualifies as a women-owned small business eligible under the WOSB Program.

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

- (1) Department of Labor Wage and Hour Division (WHD) for—
 - (i) The Fair Labor Standards Act;
 - (ii) The Migrant and Seasonal Agricultural Worker Protection Act;
 - (iii) 40 U.S.C. chapter 31, subchapter IV, formerly known as the Davis-Bacon Act;
 - (iv) 41 U.S.C. chapter 67, formerly known as the Service Contract Act;
 - (v) The Family and Medical Leave Act; and
 - (vi) E.O. 13658 of February 12, 2014 (Establishing a Minimum Wage for Contractors);
- (2) Department of Labor Occupational Safety and Health Administration (OSHA) for—
 - (i) The Occupational Safety and Health Act of 1970; and
 - (ii) OSHA-approved State Plans;
- (3) Department of Labor Office of Federal Contract Compliance Programs (OFCCP) for—
 - (i) Section 503 of the Rehabilitation Act of 1973;
 - (ii) The Vietnam Era Veterans' Readjustment Assistance Act of 1972 and the Vietnam Era Veterans' Readjustment Assistance Act of 1974; and
 - (iii) E.O. 11246 of September 24, 1965 (Equal Employment Opportunity);
- (4) National Labor Relations Board (NLRB) for the National Labor Relations Act; and
- (5) Equal Employment Opportunity Commission (EEOC) for—
 - (i) Title VII of the Civil Rights Act of 1964;
 - (ii) The Americans with Disabilities Act of 1990;
 - (iii) The Age Discrimination in Employment Act of 1967; and
 - (iv) Section 6(d) of the Fair Labor Standards Act (Equal Pay Act).

Forced or indentured child labor means all work or service—

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- (3) Consist of providing goods or services to marginalized populations of Sudan;
- (4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;
- (5) Consist of providing goods or services that are used only to promote health or education; or
- (6) Have been voluntarily suspended.

“Sensitive technology”—

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

- (i) To restrict the free flow of unbiased information in Iran; or
- (ii) To disrupt, monitor, or otherwise restrict speech of the people of Iran; and

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

Service-disabled veteran-owned small business concern—

(1) Means a small business concern—

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

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

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

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

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

- (1) Is at least 51 percent unconditionally and directly owned (as defined at 13 CFR 124.105) by—
 - (i) One or more socially disadvantaged (as defined at 13 CFR 124.103) and economically disadvantaged (as defined at 13 CFR 124.104) individuals who are citizens of the United States; and
 - (ii) Each individual claiming economic disadvantage has a net worth not exceeding \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and

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

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

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

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

Veteran-owned small business concern means a small business concern—

- (1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and
- (2) The management and daily business operations of which are controlled by one or more veterans.

Women-owned business concern means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

Women-owned small business concern means a small business concern—

- (1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and
- (2) Whose management and daily business operations are controlled by one or more women.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(2) Foreign End Products:

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

[List as necessary]

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

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

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

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

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

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

[List as necessary]

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

Other Foreign End Products:

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

[List as necessary]

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

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

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

Canadian End Products:

Line Item No.

[List as necessary]

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

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

Canadian or Israeli End Products:

Line Item No.	Country of Origin
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[List as necessary]

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

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

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

Line Item No.	Country of Origin
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 [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.)

☐ (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 the SAM database to be eligible for award.)

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

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

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

☐ TIN: _____.

☐ TIN has been applied for.

☐ TIN is not required because:

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

☐ Offeror is an agency or instrumentality of a foreign government;

☐ Offeror is an agency or instrumentality of the Federal Government.

(4) *Type of organization*.

☐ Sole proprietorship;

- ☐ Partnership;
- ☐ Corporate entity (not tax-exempt);
- ☐ Corporate entity (tax-exempt);
- ☐ Government entity (Federal, State, or local);
- ☐ Foreign government;
- ☐ International organization per 26 CFR 1.6049-4;
- ☐ Other _____.

(5) *Common parent.*

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

Name _____.

TIN _____.

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

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

(1) 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 <http://www.treasury.gov/ofac/downloads/t11sdn.pdf>).

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

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

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

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

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

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

Immediate owner CAGE code: ____.

Immediate owner legal name: ____.

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

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

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

Highest-level owner CAGE code: ____.

Highest-level owner legal name: ____.

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

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

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

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

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

(2) The Offeror represents that—

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

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

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

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

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

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

Predecessor legal name: ____.

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

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

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

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

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

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

☐ (ii) There has been an administrative merits determination, arbitral award or decision, or civil judgment for any labor law violation(s) rendered against the Offeror during the period beginning on October 25, 2015 to the date of the offer, or for three years preceding the date of the offer, whichever period is shorter.

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

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

(1) The labor law violated.

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

(3) The date rendered.

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

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

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

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

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

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

(C) The representation in paragraph (s)(2) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly

rendered an erroneous representation, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation in accordance with the procedures set forth in FAR 12.403.

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

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

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

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

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

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

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

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

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

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

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

(3) Representation. By submission of its offer, the Offeror represents that it will not require its employees or subcontractors to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting waste, fraud, or abuse related to the performance of a Government contract to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information (e.g., agency Office of the Inspector General).

(End of Provision)

E.7 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.8 52.222-52 EXEMPTION FROM APPLICATION OF THE SERVICE CONTRACT LABOR STANDARDS TO CONTRACTS FOR CERTAIN SERVICES—CERTIFICATION (MAY 2014)

(a) The offeror shall check the following certification:

CERTIFICATION

The offeror [] does [] does not certify that—

(1) 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;

(2) The contract services are furnished at prices that are, or are based on, established catalog or market prices. An "established catalog price" is a price included in a catalog, price list, schedule, or other form that is regularly maintained by the manufacturer or the offeror, is either published or otherwise available for inspection by customers, and states prices at which sales currently, or were last, made to a significant number of buyers constituting the general public. An "established market price" is a current price, established in the usual course of ordinary and usual trade between buyers and sellers free to bargain, which can be substantiated from sources independent of the manufacturer or offeror;

(3) 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

(4) The offeror uses the same compensation (wage and fringe benefits) plan for all service employees performing work under the contract as the offeror uses for these employees and for equivalent employees servicing commercial customers.

(b) 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. If the offeror certifies to the conditions in paragraph (a) of this provision, and the Contracting Officer determines in accordance with FAR 22.1003-4(d)(3) that the Service Contract Labor Standards statute—

(1) Will not apply to this offeror, then the Service Contract Labor Standards clause in this solicitation will not be included in any resultant contract to this offeror; or

(2) Will apply to this offeror, then the clause at FAR 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services—Requirements, in this solicitation will not be included in any resultant contract awarded to this offer, and the offeror may be provided an opportunity to submit a new offer on that basis.

(c) If the offeror does not certify to the conditions in paragraph (a) of this provision—

(1) The clause of this solicitation at 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services—Requirements, will not be included in any resultant contract to this offeror; and

(2) The offeror shall notify the Contracting Officer as soon as possible if the Contracting Officer did not attach a Service Contract Labor Standards wage determination to the solicitation.

(d) The Contracting Officer may not make an award to the offeror, if the offeror fails to execute the certification in paragraph (a) of this provision or to contact the Contracting Officer as required in paragraph (c) of this provision.

(End of Provision)

E.9 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

Department of Veterans Affairs
Attention: Network Contract Manager
One Veterans Drive, Building 68
Minneapolis MN 55417
Mailing Address:

Department of Veterans Affairs

VA Midwest Health Care System
Attention: Network Contract Manager

One Veterans Drive, Building 68
Minneapolis MN 55417

(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.10 VAAR 852.233-70 PROTEST CONTENT/ALTERNATIVE DISPUTE RESOLUTION (JAN 2008)

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

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

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

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

(End of Provision)

E.11 VAAR 852.233-71 ALTERNATE PROTEST PROCEDURE (JAN 1998)

As an alternative to filing a protest with the contracting officer, an interested party may file a protest with the Deputy Assistant Secretary for Acquisition and Materiel Management, Acquisition Administration Team, Department of Veterans Affairs, 810 Vermont Avenue, NW., Washington, DC 20420, or for solicitations issued by the Office of Construction and Facilities Management, the Director, Office of Construction and Facilities Management, 810 Vermont Avenue, NW., Washington, DC 20420. The protest will not be considered if the interested party has a protest on the same or similar issues pending with the contracting officer.

(End of Provision)

**E.12 VAAR 852.270-1 REPRESENTATIVES OF CONTRACTING OFFICERS
(JAN 2008)**

The contracting officer reserves the right to designate representatives to act for him/her in furnishing technical guidance and advice or generally monitor the work to be performed under this contract. Such designation will be in writing and will define the scope and limitation of the designee's authority. A copy of the designation shall be furnished to the contractor.

(End of Provision)