

<b>SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, &amp; 30</b>				1. REQUISITION NO. 666-18-1-681-0003		PAGE 1 OF 98	
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE		4. ORDER NO.		5. SOLICITATION NUMBER 36C25918Q0018	
7. FOR SOLICITATION INFORMATION CALL:		a. NAME Lance Davis				b. TELEPHONE NO. (No Collect Calls) 918-577-3838	
6. SOLICITATION ISSUE DATE 02-08-2018		8. OFFER DUE DATE/LOCAL TIME 02-16-2018 5:00 CST					
9. ISSUED BY Department of Veterans Affairs Network Contracting Office NCO 19, Services Team 3 1011 Honor Heights Drive Muskogee OK 74401				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"/> HUBZONE SMALL BUSINESS <input checked="" type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM <input type="checkbox"/> EDWOSB <input type="checkbox"/> 8(A) NAICS: 562112 SIZE STANDARD: \$38.5 Million			
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input checked="" type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS		13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) <input type="checkbox"/>		13b. RATING N/A	
14. METHOD OF SOLICITATION <input checked="" type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP							
15. DELIVER TO Department of Veterans Affairs Sheridan VA Medical Center  1898 Fort Road Sheridan WY 82801				16. ADMINISTERED BY Department of Veterans Affairs Network Contracting Office NCO 19, Services Team 3 1011 Honor Heights Drive Muskogee OK 74401			
17a. CONTRACTOR/OFFEROR		18a. PAYMENT WILL BE MADE BY					
TELEPHONE NO.		DUNS:		DUNS+4:			
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. SCHEDULE OF SUPPLIES/SERVICES		21. QUANTITY		22. UNIT	
				23. UNIT PRICE		24. AMOUNT	
		Respond to Solicitation: Perferred: e-mail to lance.davis2@va.gov  Acceptable: mail to (see block 9 above) must be received on/before due date/time (see block 8 above)  **Faxes will not be accepted.**  Location of Performance: VA Medical Center 1898 Fort Road Sheridan WY 82801  This is an Indefinite Delivery Indefinite Quantity (IDIQ) solicitation / contract.  (Use Reverse and/or Attach Additional Sheets as Necessary)					
25. ACCOUNTING AND APPROPRIATION DATA See CONTINUATION Page				26. TOTAL AWARD AMOUNT (For Govt. Use Only)			
27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA <input checked="" type="checkbox"/>				27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA <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: <input type="checkbox"/>			
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) Lance Davis NCO1616L2-5045		31c. DATE SIGNED	

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## 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: Contracting Officer 36C259 Lance Davis

Department of Veterans Affairs

Network Contracting Office

NCO 19, Services Team 3

1011 Honor Heights Drive

Muskogee OK 74401

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

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

3. INVOICES: Invoices shall be submitted in arrears:

a. Quarterly []

b. Semi-Annually []

c. Other [X] Bi-Monthly (every other month)

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

Department of Veterans Affairs

Financial Service Center

PO Box 149971

Austin TX 78714-9971

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

AMENDMENT NO	DATE

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

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

## **B.3 Performance Work Statement**

### **Performance Work Statement**

## **Pickup/Disposal of Regulated Medical Waste and RCRA Hazardous Waste for the VA Sheridan Health Care System (VASHCS)**

The contractor shall provide all labor, supervision, equipment, training, and protective equipment to properly pickup and dispose of RCRA and non RCRA Hazardous waste in accordance with all federal (including VA regulations), state, and local regulations for the below listed location of performance.

The VASHCS is a RCRA Very Small Quantity Generator, previously referred to as Conditionally Exempt, with Wyoming Generator Identification WY7360010329

This will be an IDIQ (Indefinite Delivery Indefinite Quantity) 60-month contract, with Task Orders issued for services needed. Our intention is upon award of this IDIQ a 12 month “Base Period” Task Order will be issued with the possibility of additional Task Order Periods issued in the future.

### **Location of Performance:**

**VA Sheridan Health Care System (VASHCS)  
1898 Fort Road  
Sheridan, WY 82801  
Building 71 (Pharmacy) and Hazardous Waste Building**

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

#### **Hazardous Waste**

Hazardous Waste Collection involves the collection, packaging, labeling, inventory, manifesting, labor, transportation, and proper disposal of hazardous material.

The contractor shall be properly licensed by federal, state and local authorities, to provide pickup, removal and disposal of RCRA and non-RCRA hazardous waste. **The contractor shall provide (with their Quote) a copy of their Emergency Spill Response Plan, their Remediation plan, and a copy of all licenses and permits indicated in this Statement of Work or a statement stating all licenses/permits can and will be obtained upon award of contract. The contractor must submit at the time of offer the company name, address, contact person, and phone number of all disposal facilities (Primary and Alternate) to be used under this contract.** Contractor shall ensure that at the time of submission of quote their primary and alternate disposal facility is not listed as a “High Priority Violator” (HPV). The contractor must obtain VA approval of all disposal facilities and/or methods of disposal before first pick-up. If disposal facility should change for any reason contractor shall request and receive approval (e-mail) before pick-up or disposal. If applicable, disposal method(s) must ensure compliance with all HIPAA regulations.

Services provided by the contractor shall be in accordance with all federal, state and local regulations, to include but not limited to:

- 1) Environmental Protection Agency (EPA)
- 2) Occupation Safety and Health Administration (OSHA), including but not limited to the Blood Borne Pathogen Standard (29 CFR 1910.1030) and the Needle Stick Safety and Prevention Act (HR 5178).
- 3) Food and Drug Administration (FDA) including but not limited to Title 21 CFR.
- 4) Department of Transportation (DOT) and any DOT for any state in which the waste is transported.
- 5) Wyoming Department of Environmental Quality (WDEQ)
- 6) Any Authority having jurisdiction for states where the waste may be transported to, treated in or disposed in.

The contractor shall provide all management, oversight, tools, supplies, equipment, and labor to ensure that hazardous waste removal and disposal services are properly and safely performed at the VASHCS. All work will be performed in compliance with all existing laws and regulations including, but not limited to: VA Regulations, 40 CFR, 49 CFR, and laws and regulations of any state, county, township or municipal subdivision thereof or other governmental agency that may be applicable to the removal, transportation and disposal of the waste to include any updated regulations.

#### **THE CONTRACTOR SHALL:**

1. Complete waste determinations for potentially hazardous waste streams. Waste determinations shall be conducted and documented based on knowledge and/or testing. Waste determinations shall be completed and provided to the COR and/or Alternate COR prior to pick-up. Provide an initial waste characterization report/inventory prior to initial pick-up. The initial characterization is to include the following for each identified waste:
  - a. RCRA or non-RCRA waste characterization and associated documentation,
  - b. Provide analytical reports when laboratory analysis such as the Toxicity Characteristic Leaching Procedure (TCLP) is utilized to make waste determinations.
  - c. Disposal and/or destruction method and location,
  - d. Guidance to facility personnel on how to collect, document and label materials for storage and pick-up and
  - e. Update the waste characterization report as new wastes are identified during the period of performance.
2. Collect hazardous waste in such a manner as to be least disruptive to VASHCS facility operations and conduct themselves in a professional manner while in hospital buildings or on hospital grounds.
3. Pick-ups will be conducted bimonthly (every other month starting January 2018) following submittal and approval of the waste characterization report
4. Respond to pick up requests of the COR and/or Alternate COR only.
  - a. Respond with 48 hours of contact.

- b. Coordinate pickup requests within 7 days of request.
5. Provide and maintain all licenses and permits, without additional cost to the Government, for operational personnel, trailers, containers, vehicles and other resources required for proper removal of hazardous and non-hazardous chemical waste in accordance with all applicable Federal, State, Municipal, and local regulations (e.g. OSHA, EPA, WYDEQ, 49 CFR (DOT) including, but not limited to HM-181). 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 for good cause.
6. Ensure proper collection, packaging, labeling, manifesting, labor, transportation, and disposal of the contracted line items of waste in accordance with all federal, state and local requirements.
7. Consolidate all waste into the smallest container allowed by volume and compatibility. Supply all containers for collection at the VASHCS as well as any additional containers required for transport of waste. Perform all profiling, labeling, manifesting, labor, transportation, proper disposal and certificate of destruction and return copy of paperwork for each shipping document utilized for pick-up of waste in accordance with all federal, state, and local requirements.
8. Ensure any spills that occur while the hazardous waste is being handled, removed, or transported by the contractor are contained and a complete clean-up performed, to include along any transportation route.
  - a. Notify the VASHCS Safety Officer and the COR immediately of any spills on VASHCS property and provide for spill clean up to the satisfaction of the Safety Office.
  - b. Notify COR of any spills of VASHCS waste occurring in transit within 24 hours of occurrence.
9. Ensure all hazardous materials/waste hauled by the contractor are properly packed with sufficient absorbent material or placed in secondary containment to prevent leaking or spilling. The contractor will supply all packaging material and shall package material in the most efficient manner possible.
10. Dispose all hazardous material/waste collected by the contractor in accordance with federal, state and local laws and regulations. All disposals are to occur off government property. Complete the hazardous waste manifest and land disposal restrictions forms as required by federal, state and local regulations. Provide the COR and/or Alternate COR with a copy of the completed hazardous waste manifest within 35 days of the removal of the material from the site. Provide the VASHCS with a certificate of disposal within 6 months of the removal from the site.



11. Supply all packaging and site collection materials to include various sized containers. Containers shall be leak proof, puncture resistant, stackable and transportable, damage free and in good working order at all times. Supply all marking, labels and placards necessary to satisfy federal, state and local laws for content identification, transportation over public thoroughfares, and transfer to any company involved in the destruction, recovery, or burial of hazardous material. Said labels and placards shall be of the size, shape, color, and format required by regulatory bodies and affixed by the contractor in accordance with requirements or current industry practice. All Global Harmonization System markings must be accurately affixed to containers before leaving the pick-up location.
12. Ensure all transportation carriers have required EPA, DOT and state registry for hazardous waste transport and also have records of good shipping practices that may be verified through the appropriate authorities. Carriers shall be chosen, where possible, who do a minimum of interlining or intermediate stopping before reaching the disposal site. Waste containers shall not be unloaded until reaching the treatment/disposal site.
13. Provide information to the COR and/or Alternate COR that demonstrates that the site chosen for treatment and disposal is approved by federal, state and local authorities having jurisdiction.
14. Contractor shall check periodically (minimum annually) to ensure any contract transporter and/or incineration facility has not been cited by any State, Federal, or the Environmental Protection Agency (EPA) as a "High Priority Violator" (HPV). Any transporter and/or incineration facility with a current HPV will not be allowed to be used until that regulatory agency has been re-inspected and found them to be compliant, and removed their "High Priority Violator (HPV)" status. If a HPV is discovered the contractor shall inform both the COR and the Contracting Officer in writing, within two business days, as to this violation and their plan(s) to continue operations with another transporter and/or incineration facility. The contractor must have a contingency plan (Primary and Alternate transporter and/or incineration facility) in the event of a HPV or any other unforeseen situation. The contractor may, with pre-approval in writing from the COR and/or Contracting Officer, use an alternate facility on a permanent basis or until such time the HPV's has been cleared up.
15. Provide an annual summary report all hazardous waste disposed for the 12-month period of performance within 45 days of the final pick-up. Report will list each waste stream separately and include documentation of compliance with all RCRA requirements.

**SAFETY CONSIDERATIONS:** The contractor shall provide all necessary personal protective equipment (*e.g.*, safety glasses, gloves, aprons, respirators, etc.) and training to perform the job safely and in accordance with all OSHA regulations. The Contractor must perform all operations in a prudent, conscientious, safe and professional manner. At a minimum, Contractor personnel and equipment shall comply with all safety requirements set forth in the applicable federal, state and local laws and regulations and shall ensure that its agents, employees, and subcontractors perform the work in a safe manner. The Contractor shall ensure that all personnel involved in handling and packaging hazardous waste be trained for the level of expertise required for the proper performance of the task, and in particular OSHA hazard communication standard in the

areas of chemical incompatibility, general first aid procedures and spills. Handling and personal protective equipment shall be provided by the Contractor and be appropriate to ensure safe handling of the hazardous waste. All employees present at the work site shall be trained to use all protective equipment. Packaging of hazardous waste must be done in the hazardous waste storage Locker or on the loading dock as directed by the COR/Alternate COR. Spill control equipment shall be available at all times.

All work is to be performed during the hours of 7:30 AM and 3:00 PM, Tuesday through Thursday, exclusive of federal holidays.

The contractor shall provide all management, oversight, chemical analyses, tools, supplies, equipment, labor, transportation and applicable licenses and permits necessary to ensure that Hazardous Waste Collection and disposal services are performed at the VASHCS in accordance with the Specifications.

Contractor shall not be allowed use of government materials, equipment, and/or labor for this project.

All work is to be performed in strict compliance with these specifications.

#### **PACKAGING AND MARKING:**

All containers, liners, or other materials used in performance of this contract must conform in all respects with applicable regulations promulgated by:

- a. The Wyoming Department of Environmental Quality (WDEQ)
- b. The Environmental Protection Agency (EPA).
- c. The Department of Transportation (DOT).
- d. Consignment States, and Counties of Municipalities having jurisdiction.

#### **SPECIAL CONTRACT REQUIREMENTS:**

In addition to the Contractor's Emergency Spill Response and Remediation plan, the contractor shall:

1. Contractor must submit a current Health and Safety plan to the VASHCS Safety Office prior to start of work.
2. In the event of a spill caused by the contractor, the contractor shall be responsible for clean-up labor, equipment, and personal protective equipment and the cost of clean-up to the satisfaction of the VASHCS Safety Office.
3. Notification of VASHCS Safety Officer, COR (Contracting Officer's Representative) and/or Alternate COR in the event of spills and/or other personnel exposures occurring during waste preparation, packaging and shipping.
4. Clean-up shall be considered complete only upon final inspection and clearance by COR and/or Alternate COR with the assistance of the Safety Manager.
5. Such incidents shall first be reported by telephone to the VASHCS Boiler Plant, 307-675-3389 who will contact the Safety Office immediately following discovery. Contractor notification must be followed up in writing to the Safety Officer and the COR and/or the Alternate COR, no later than five (5) days after the initial telephone report.

Prior to Award the following documents will need to be provided to the Contracting Officer:

1. A legible copy of the current License of Valid Permit-To-Operate for each destination facility intended for use in servicing this contract or a statement stating will obtain once awarded contract.
2. A legible copy of all current and valid Licenses or Permits necessary to transport the waste to the incineration or treatment facility according to all applicable State and Federal Laws or a statement stating will obtain once awarded contract.
3. A legible and recent copy of each contract driver's Motor Vehicle Record (MVR). Changes in driver staff will require the same throughout the contract term when changes are made.

**4. LICENSES, PERMITS AND FEES:**

The Contractor shall acquire and pay for all licenses and permits (for any location, City, and/or State) required for the lawful performance of this contract.

**5. SAFETY:**

The Contractor shall take every precaution necessary to protect all employees, the public and the environment from any hazards associated with the performance of this contract.

**6. CONTRACT LIAISON:**

The contractor shall appoint a contract liaison to coordinate and assure the timely removal, transport and disposal of all VASHCS waste managed under this contract.

**7. OTHER CONDITIONS AND STIPULATIONS:**

- a. In the operation and performance of services herein, the Contractor, its Subcontractors, their employees, agents and officers shall comply with all applicable Federal, State, and/or local laws, rules, regulation codes, standards and ordinances now in force or hereafter enacted. Nothing in these specifications are to be construed as permitting work that does not conform to the pertinent regulations promulgated by the authorities having jurisdiction.
- b. Provisions in this contract shall not constitute or operate as a waiver of any such provision, nor shall the failure to enforce any provision or of any other provision contained herein. If any provision of this contract shall for any reason be held to be invalid or unenforceable, such provision shall not in any way affect the validity or enforceability of any of the remaining provisions of this contract, and this contract shall be enforced as if such provision had not been contained herein.
- c. The Contractor and all subcontractors shall comply with the transporter requirements found in 49 CFR.
- d. All incineration facilities intended for use shall meet standards in Federal EPA regulations and applicable state requirements.

- e. The contractor shall be capable of providing a complete turn-key service to include at least the following tasks: all waste analyses, monitoring, labor, loading, marking, labeling, placarding, manifesting, transportation, and treatment necessary to conscientiously and lawfully perform the service. Methods of disposal must be approved for each type of waste by the COR and/or the Alternate COR for VASHCS.
- f. The Contractor shall be capable of accepting and successfully treating and destroying all hazardous waste and medical waste, including any RCRA and non-RCRA listed cytotoxic, antineoplastic or chemotherapeutic agents involved.
- g. All participating bidders must submit to the Contracting Officer a legible copy of any and all covenants, licenses, permits, approval, registrations and/or certifications which pertain to this contract on demand.
- h. Contractor is responsible for tracking invoices under this contract and for ensuring no invoice is submitted for payment if that invoice would exceed the amount of funding remaining on the current Task Order.
- i. Estimates of monthly waste disposal costs will be provided and approved prior to pick-up of waste.

## **8. Qualifications**

- a. Contractor is required to identify any subcontractors and suppliers. Contractor is responsible for supervision, contract compliance and obtaining any necessary documentation from their subcontractors or suppliers performing under this contract. If the contractor intends to utilize subcontractors and suppliers other than those initially identified, operating licenses, permits, certificates and any other forms required by regulatory agencies for the new facility must be submitted to the Contracting Officer no later than thirty (30) days prior to change. All cost increases to meet additional regulatory requirements caused by such change of disposal facilities or any other contractor action relative to transport, storage, and/or disposal of regulated medical waste shall be borne by the contractor.
- b. Contractor shall provide their employees with appropriate protective clothing, equipment, and apparel as described by the Occupational Safety & Health Administration (OSHA).
- c. Contractor shall provide details of what training their employees undergo. The contractor shall provide all training necessary to perform the work as defined in this contract. Training shall not hamper the quantity, quality, or timeliness of work requirements of the contract. The contractor shall ensure that all employees understand the risks involved with any hazards associated with this service and are trained in the specific procedures to handle spills on the VA Medical Center premises, in route to and at the treatment and disposal facility. The contractor must also provide their employees with appropriate vaccinations and medical surveillance if required by Federal/State regulations.

- d. Contractor must report all injuries, accidents, or property damage occurring on VA Medical Center to the VA Medical Center Safety Officer and the COR immediately.

## **9. SCHEDULING ARRANGEMENTS:**

Except by special alternative arrangement all packaging and removal of waste under this contract will be performed only during working hours 7:30 a.m. to 3:00 p.m. Tuesday through Thursday (excluding federal holidays). Waste will be removed from VASHCS on an as needed basis.

## **10. FEDERAL HOLIDAYS:**

Federal holidays are any calendar days designated by statute or executive order as federal holidays. Federal holidays consist of New Year's Day, Martin Luther King's Birthday, Presidents Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day or any other day designated by the President of the United States to be a Federal holiday. Coordinate all alternate days with the COR and/or Alternate COR.

## **11. PROTECTION FROM DAMAGE:**

Contractor shall provide all labor, materials, and equipment necessary for protection of VASHCS personnel, furnishings, equipment and buildings from damage, and shall replace or repair any damage due to work performed under this contract equal to its original construction and finish. Contractor must have adequate insurance protection against negligent work and other forms of liability and follow all federal, state, local, and VA Regulations related to this requirement.

## **12. RESPONSE REQUESTS:**

Contractor shall only respond to requests for service from the CO, COR, and/or the Alternate COR. If service is requested from any other source the Contractor is to advise the caller of this requirement and refuse to respond. Any billing resulting from unauthorized service will not be paid by the government.

## **13. CHECK IN/OUT PROCEDURES:**

Prior to commencement of, and immediately after each service visit, the Contractor or his/her authorized representative must check in and out with Safety Staff at (307) 675-3833 or (307) 675-3989 or other provided contact number.

## **B.4 PRICE/COST SCHEDULE**

### **ITEM INFORMATION**

ITEM NUMBER	DESCRIPTION OF SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
<b>0001</b>	Post Award Meeting (2	2.00	HR		

	<p>hours)</p> <p>This is the guarantee minimum amount for the life of this IDIQ contract.</p> <p>The maximum aggregate ceiling value for this IDIQ contract is</p> <p>\$ _____</p> <p>(to be input prior to award). The Government does not guarantee that it will place any order under this contract in excess of the guaranteed minimum award amount.</p> <p>Contract Period: Base POP Begin: 03-01-2018 POP End: 02-28-2019</p>				
<b>0002</b>	<p>As per the PWS, pickup, disposal, and destruction of hazardous waste at the VAMC Sheridan VA Medical Center, bi-monthly (every other month starting in February 2018) with proper packaging, labeling and recordkeeping of this type of waste. D-Listed waste such as Barium, Mercury, Selenium, Lead, Silver, Chloroform. Approximately 5 gallon containers.</p> <p>Contract Period: Base POP Begin: 03-01-2018 POP End: 02-28-2019</p>	6.00	EA	_____	_____
<b>0003</b>	<p>As per the PWS, pickup, disposal, and destruction of hazardous waste at the</p>	4.00	EA	_____	_____

	<p>VAMC Sheridan VA Medical Center, bi-monthly (every other month starting in February 2018) with proper packaging, labeling and recordkeeping of this type of waste. D-Listed (Ignitability: D001) waste. Approximately 5 gallon containers. Contract Period: Base POP Begin: 03-01-2018 POP End: 02-28-2019</p>				
<b>0004</b>	<p>As per the PWS, pickup, disposal, and destruction of hazardous waste at the VAMC Sheridan VA Medical Center, bi-monthly (every other month starting in February 2018) with proper packaging, labeling and recordkeeping of this type of waste. D-Listed (corrosively: D002) waste. Approximately 5 gallon containers. Contract Period: Base POP Begin: 03-01-2018 POP End: 02-28-2019</p>	4.00	EA	_____	_____
				_____	_____
<b>0005</b>	<p>As per the PWS, pickup, disposal, and destruction of hazardous waste at the VAMC Sheridan VA Medical Center, bi-monthly (every other month starting in February 2018) with proper packaging, labeling and recordkeeping of this type of waste. D-</p>	4.00	EA	_____	_____
				_____	_____

	<p>Listed (Reactivity: D003) waste.  Approximately 5 gallon containers.  Contract Period: Base  POP Begin: 03-01-2018  POP End: 02-28-2019</p>				
<b>0006</b>	<p>As per the PWS, pickup, disposal, and destruction of hazardous waste at the VAMC Sheridan VA Medical Center, bi-monthly (every other month starting in February 2018) with proper packaging, labeling and recordkeeping of this type of waste. Non-listed RCRA or DOT Pharmaceuticals (Pharmaceuticals must be Incinerated). Approximately 5 gallon containers.  Contract Period: Base  POP Begin: 03-01-2018  POP End: 02-28-2019</p>	6.00	EA	_____	_____
<b>0007</b>	<p>As per the PWS, pickup, disposal, and destruction of hazardous waste at the VAMC Sheridan VA Medical Center, bi-monthly (every other month starting in February 2018) with proper packaging, labeling and recordkeeping of this type of waste. Non-listed RCRA or DOT used or expired Pharmaceuticals (Pharmaceuticals must be Incinerated). Approximately 15 gallon containers.</p>	6.00	EA	_____	_____



Contract Period: Base POP Begin: 03-01-2018 POP End: 02-28-2019				
<b>0008</b>	As per the PWS, pickup, disposal, and destruction of hazardous waste at the VAMC Sheridan VA Medical Center, bi- monthly (every other month starting in February 2018) with proper packaging, labeling and recordkeeping of this type of waste. P-Listed waste such as Pharmaceuticals (Pharmaceuticals must be Incinerated). approximately 1 Gallon containers. Contract Period: Base POP Begin: 03-01-2018 POP End: 02-28-2019	6.00	EA	<hr/> <hr/>
<b>0009</b>	As per the PWS, pickup, disposal, and destruction of hazardous waste at the VAMC Sheridan VA Medical Center, bi- monthly (every other month starting in February 2018) with proper packaging, labeling and recordkeeping of this type of waste. U- Listed waste such as Pharmaceuticals (Pharmaceuticals must be Incinerated). Approximately 1 Gallon containers. Contract Period: Base POP Begin: 03-01-2018 POP End: 02-28-2019	4.00	EA	<hr/> <hr/>

0010	<p>As per the PWS, pickup, disposal, and destruction of hazardous waste at the VAMC Sheridan VA Medical Center, bi-monthly (every other month starting in February 2018) with proper packaging, labeling and recordkeeping of this type of waste. Lab Pack – Pressurized Vessels such as Aerosol Cans (approximately 15 Gallon Container Sizes). Contract Period: Base POP Begin: 03-01-2018 POP End: 02-28-2019</p>	4.00 EA	_____	_____
0011	<p>As per the PWS, pickup, disposal, and destruction of hazardous waste at the VAMC Sheridan VA Medical Center, bi-monthly (every other month starting in February 2018) with proper packaging, labeling and recordkeeping of this type of waste. Lab Pack – Flammable/Ignitable (approximately 10 Gallon Container Sizes). Contract Period: Base POP Begin: 03-01-2018 POP End: 02-28-2019</p>	4.00 EA	_____	_____
0012	<p>As per the PWS, pickup, disposal, and destruction of hazardous waste at the VAMC Sheridan VA Medical Center, bi-</p>	4.00 EA	_____	_____

	<p>monthly (every other month starting in February 2018) with proper packaging, labeling and recordkeeping of this type of waste. Lab Pack – Reactives (approximately 5 Gallon Container Sizes).</p> <p>Contract Period: Base POP Begin: 03-01-2018 POP End: 02-28-2019</p>					
<b>0013</b>	<p>As per the PWS, pickup, disposal, and destruction of hazardous waste at the VAMC Sheridan VA Medical Center, bi-monthly (every other month starting in February 2018) with proper packaging, labeling and recordkeeping of this type of waste. Lab Pack – Corrosives (approximately 5 Gallon Container Sizes).</p> <p>Contract Period: Base POP Begin: 03-01-2018 POP End: 02-28-2019</p>	4.00	EA	_____	_____	_____
<b>0014</b>	<p>As per the PWS, pickup, disposal, and destruction of hazardous waste at the VAMC Sheridan VA Medical Center, bi-monthly (every other month starting in February 2018) with proper packaging, labeling and recordkeeping of this type of waste. Lab Pack – Corrosives (approximately 30</p>	4.00	EA	_____	_____	_____

	<p>Gallon Container Sizes).</p> <p>Contract Period: Base</p> <p>POP Begin: 03-01-2018</p> <p>POP End: 02-28-2019</p>					
<b>0015</b>	<p>As per the PWS, pickup, disposal, and destruction of hazardous waste at the VAMC Sheridan VA Medical Center, bi-monthly (every other month starting in February 2018) with proper packaging, labeling and recordkeeping of this type of waste. Lab Pack – Spill Clean-Up Materials (approximately 5 Gallon Container Sizes).</p> <p>Contract Period: Base</p> <p>POP Begin: 03-01-2018</p> <p>POP End: 02-28-2019</p>	6.00	EA			
<b>0016</b>	<p>As per the PWS, pickup, disposal, and destruction of hazardous waste at the VAMC Sheridan VA Medical Center, bi-monthly (every other month starting in January 2018) with proper packaging, labeling and recordkeeping of this type of waste. Lab Pack – Spill Clean-Up Materials (approximately 10 Gallon Container Sizes).</p> <p>Contract Period: Base</p> <p>POP Begin: 03-01-2018</p> <p>POP End: 02-28-2019</p>	6.00	EA			

<b>0017</b>	<p>As per the PWS, pickup, disposal, and destruction of hazardous waste at the VAMC Sheridan VA Medical Center, bi-monthly (every other month starting in February 2018) with proper packaging, labeling and recordkeeping of this type of waste. Spill Clean-Up Materials (approximately 55 Gallon Container Sizes). Contract Period: Base POP Begin: 03-01-2018 POP End: 02-28-2019</p>	6.00 EA	_____	_____
<b>0018</b>	<p>As per the PWS, pickup, disposal, and destruction of hazardous waste at the VAMC Sheridan VA Medical Center, bi-monthly (every other month starting in February 2018) with proper packaging, labeling and recordkeeping of this type of waste. Asbestos and Asbestos Containing Materials (approximately 5 Gallon Container Sizes). Contract Period: Base POP Begin: 03-01-2018 POP End: 02-28-2019</p>	4.00 EA	_____	_____
<b>0019</b>	<p>As per the PWS, TCLP (Toxicity Characteristic Leaching Procedure) Analysis and Reporting. Contract Period: Base POP Begin: 03-01-</p>	15.00 EA	_____	_____

2018 POP End: 02-28-2019					
<b>0020</b>	As per the PWS, Annual Summary Report. Contract Period: Base POP Begin: 03-01- 2018 POP End: 02-28-2019	1.00	EA	_____	_____
				—	—
<b>0021</b>	As per the PWS, Initial Facility Waste Stream Characterization report (Base Year only) to be completed within 30 days of contract Award. Contract Period: Base POP Begin: 03-01- 2018 POP End: 02-28-2019	1.00	EA	_____	_____
				—	—
<b>1001</b>	As per the PWS, pickup, disposal, and destruction of hazardous waste at the VAMC Sheridan VA Medical Center, bi- monthly (every other month starting in February 2019) with proper packaging, labeling and recordkeeping of this type of waste. D- Listed waste such as Barium, Mercury, Selenium, Lead, Silver, Chloroform. Approximately 5 gallon containers. Contract Period: Number 1 POP Begin: 03-01- 2019 POP End: 02-29-2020	6.00	EA	_____	_____
				—	—
<b>1002</b>	As per the PWS, pickup, disposal, and destruction of hazardous waste at the VAMC Sheridan VA	4.00	EA	_____	_____
				—	—

	<p>Medical Center, bi-monthly (every other month starting in February 2019) with proper packaging, labeling and recordkeeping of this type of waste. D-Listed (Ignitability: D001) waste. Approximately 5 gallon containers. Contract Period: Number 1 POP Begin: 03-01-2019 POP End: 02-29-2020</p>					
<b>1003</b>	<p>As per the PWS, pickup, disposal, and destruction of hazardous waste at the VAMC Sheridan VA Medical Center, bi-monthly (every other month starting in February 2019) with proper packaging, labeling and recordkeeping of this type of waste. D-Listed (Corrosively: D002) waste. Approximately 5 gallon containers. Contract Period: Number 1 POP Begin: 03-01-2019 POP End: 02-29-2020</p>	4.00	EA	_____	_____	_____
<b>1004</b>	<p>As per the PWS, pickup, disposal, and destruction of hazardous waste at the VAMC Sheridan VA Medical Center, bi-monthly (every other month starting in February 2019) with proper packaging, labeling and recordkeeping of this</p>	4.00	EA	_____	_____	_____

	<p>type of waste. D-Listed (Reactivity: D003) waste. Approximately 5 gallon containers. Contract Period: Number 1 POP Begin: 03-01-2019 POP End: 02-29-2020</p>					
<b>1005</b>	<p>As per the PWS, pickup, disposal, and destruction of hazardous waste at the VAMC Sheridan VA Medical Center, bi-monthly (every other month starting in February 2019) with proper packaging, labeling and recordkeeping of this type of waste. Non-listed RCRA or DOT Pharmaceuticals (Pharmaceuticals must be incinerated) waste. Approximately 5 gallon containers. Contract Period: Number 1 POP Begin: 03-01-2019 POP End: 02-29-2020</p>	6.00	EA			
<b>1006</b>	<p>As per the PWS, pickup, disposal, and destruction of hazardous waste at the VAMC Sheridan VA Medical Center, bi-monthly (every other month starting in February 2019) with proper packaging, labeling and recordkeeping of this type of waste. Non-listed RCRA or DOT used or expired Pharmaceuticals (Pharmaceuticals must</p>	6.00	EA			



	<p>be incinerated) waste.  Approximately 15  gallon containers.  Contract Period:  Number 1  POP Begin: 03-01-  2019  POP End: 02-29-2020</p>				
<b>1007</b>	<p>As per the PWS,  pickup, disposal, and  destruction of  hazardous waste at the  VAMC Sheridan VA  Medical Center, bi-  monthly (every other  month starting in  January 2018) with  proper packaging,  labeling and  recordkeeping of this  type of waste. P-Listed  waste such as  Pharmaceuticals  (Pharmaceuticals must  be Incinerated). 1  Gallon containers.  Contract Period:  Number 1  POP Begin: 03-01-  2019  POP End: 02-29-2020</p>	6.00	EA	_____	_____
<b>1008</b>	<p>As per the PWS,  pickup, disposal, and  destruction of  hazardous waste at the  VAMC Sheridan VA  Medical Center, bi-  monthly (every other  month starting in  January 2018) with  proper packaging,  labeling and  recordkeeping of this  type of waste. U-  Listed waste such as  Pharmaceuticals  (Pharmaceuticals must  be Incinerated). 1  Gallon containers.  Contract Period:  Number 1</p>	4.00	EA	_____	_____

POP Begin: 03-01-2019 POP End: 02-29-2020				
<b>1009</b>	As per the PWS, pickup, disposal, and destruction of hazardous waste at the VAMC Sheridan VA Medical Center, bi-monthly (every other month starting in January 2018) with proper packaging, labeling and recordkeeping of this type of waste. Lab Pack – Pressurized Vessels such as Aerosol Cans (approximately 15 Gallon Container Sizes). Contract Period: Number 1 POP Begin: 03-01-2019 POP End: 02-29-2020	4.00	EA	<hr/> <hr/>
<b>1010</b>	As per the PWS, pickup, disposal, and destruction of hazardous waste at the VAMC Sheridan VA Medical Center, bi-monthly (every other month starting in January 2018) with proper packaging, labeling and recordkeeping of this type of waste. Lab Pack – Flammable/Ignitable (approximately 10 Gallon Container Sizes). Contract Period: Number 1 POP Begin: 03-01-2019 POP End: 02-29-2020	4.00	EA	<hr/> <hr/>

<b>1011</b>	As per the PWS, pickup, disposal, and destruction of hazardous waste at the VAMC Sheridan VA Medical Center, bi- monthly (every other month starting in January 2018) with proper packaging, labeling and recordkeeping of this type of waste. Lab Pack – Reactives (approximately 5 Gallon Container Sizes). Contract Period: Number 1 POP Begin: 03-01- 2019 POP End: 02-29-2020	4.00	EA	_____	_____
				—	—
<b>1012</b>	As per the PWS, pickup, disposal, and destruction of hazardous waste at the VAMC Sheridan VA Medical Center, bi- monthly (every other month starting in January 2018) with proper packaging, labeling and recordkeeping of this type of waste. Lab Pack – Corrosives (approximately 5 Gallon Container Sizes). Contract Period: Number 1 POP Begin: 03-01- 2019 POP End: 02-29-2020	4.00	EA	_____	_____
				—	—
<b>1013</b>	As per the PWS, pickup, disposal, and destruction of hazardous waste at the VAMC Sheridan VA Medical Center, bi- monthly (every other	4.00	EA	_____	_____
				—	—

	<p>month starting in January 2018) with proper packaging, labeling and recordkeeping of this type of waste. Lab Pack – Corrosives (approximately 30 Gallon Container Sizes).</p> <p>Contract Period: Number 1 POP Begin: 03-01-2019 POP End: 02-29-2020</p>				
<b>1014</b>	<p>As per the PWS, pickup, disposal, and destruction of hazardous waste at the VAMC Sheridan VA Medical Center, bi-monthly (every other month starting in January 2018) with proper packaging, labeling and recordkeeping of this type of waste. Lab Pack – Spill Clean-Up Materials (approximately 5 Gallon Container Sizes).</p> <p>Contract Period: Number 1 POP Begin: 03-01-2019 POP End: 02-29-2020</p>	6.00	EA	_____	_____
				_____	_____
<b>1015</b>	<p>As per the PWS, pickup, disposal, and destruction of hazardous waste at the VAMC Sheridan VA Medical Center, bi-monthly (every other month starting in January 2018) with proper packaging, labeling and recordkeeping of this type of waste. Lab</p>	6.00	EA	_____	_____
				_____	_____

	Pack – Spill Clean-Up Materials (approximately 10 Gallon Container Sizes). Contract Period: Number 1 POP Begin: 03-01- 2019 POP End: 02-29-2020				
<b>1016</b>	As per the PWS, pickup, disposal, and destruction of hazardous waste at the VAMC Sheridan VA Medical Center, bi- monthly (every other month starting in February 2018) with proper packaging, labeling and recordkeeping of this type of waste. Spill Clean-Up Materials (approximately 55 Gallon Container Sizes). Contract Period: Number 1 POP Begin: 03-01- 2019 POP End: 02-29-2020	6.00	EA		
<b>1017</b>	As per the PWS, pickup, disposal, and destruction of hazardous waste at the VAMC Sheridan VA Medical Center, bi- monthly (every other month starting in February 2019) with proper packaging, labeling and recordkeeping of this type of waste. Asbestos and Asbestos Containing Materials (approximately 5 Gallon Container Sizes). Contract Period:	4.00	EA		

	Number 1 POP Begin: 03-01-2019 POP End: 02-29-2020				
<b>1018</b>	As per the PWS, TCLP (Toxicity Characteristic Leaching Procedure) Analysis and Reporting. Contract Period: Number 1 POP Begin: 03-01-2019 POP End: 02-29-2020	15.00	EA	_____	_____
				—	—
<b>1019</b>	As per the PWS, Annual Summary Report. Contract Period: Number 1 POP Begin: 03-01-2019 POP End: 02-29-2020	1.00	EA	_____	_____
				—	—
<b>2001</b>	As per the PWS, pickup, disposal, and destruction of hazardous waste at the VAMC Sheridan VA Medical Center, bi-monthly (every other month starting in January 2018) with proper packaging, labeling and recordkeeping of this type of waste. D-Listed waste such as Mercury, Selenium, Lead, Silver, Chloroform. 5 gallon containers. Contract Period: Number 2 POP Begin: 03-01-2020 POP End: 02-28-2021	6.00	EA	_____	_____
				—	—
<b>2002</b>	As per the PWS, pickup, disposal, and destruction of	4.00	EA	_____	_____
				—	—

	<p>hazardous waste at the VAMC Sheridan VA Medical Center, bi-monthly (every other month starting in February 2019) with proper packaging, labeling and recordkeeping of this type of waste. D-Listed (Ignitability: D001) waste. Approximately 5 gallon containers. Contract Period: Number 2 POP Begin: 03-01-2020 POP End: 02-28-2021</p>					
<b>2003</b>	<p>As per the PWS, pickup, disposal, and destruction of hazardous waste at the VAMC Sheridan VA Medical Center, bi-monthly (every other month starting in February 2019) with proper packaging, labeling and recordkeeping of this type of waste. D-Listed (Corrosively: D002) waste. Approximately 5 gallon containers. Contract Period: Number 2 POP Begin: 03-01-2020 POP End: 02-28-2021</p>	4.00	EA	_____	_____	_____
<b>2004</b>	<p>As per the PWS, pickup, disposal, and destruction of hazardous waste at the VAMC Sheridan VA Medical Center, bi-monthly (every other month starting in February 2019) with proper packaging,</p>	4.00	EA	_____	_____	_____

	labeling and recordkeeping of this type of waste. D-Listed (Reactivity: D003) waste. Approximately 5 gallon containers. Contract Period: Number 2 POP Begin: 03-01-2020 POP End: 02-28-2021				
<b>2005</b>	As per the PWS, pickup, disposal, and destruction of hazardous waste at the VAMC Sheridan VA Medical Center, bi-monthly (every other month starting in February 2019) with proper packaging, labeling and recordkeeping of this type of waste. Non-listed RCRA or DOT Pharmaceuticals (Pharmaceuticals must be incinerated) waste. Approximately 5 gallon containers. Contract Period: Number 2 POP Begin: 03-01-2020 POP End: 02-28-2021	6.00	EA	_____	_____
				_____	_____
<b>2006</b>	As per the PWS, pickup, disposal, and destruction of hazardous waste at the VAMC Sheridan VA Medical Center, bi-monthly (every other month starting in February 2019) with proper packaging, labeling and recordkeeping of this type of waste. Non-listed RCRA or DOT used or expired	6.00	EA	_____	_____
				_____	_____



	Pharmaceuticals (Pharmaceuticals must be incinerated) waste. Approximately 15 gallon containers. Contract Period: Number 2 POP Begin: 03-01- 2020 POP End: 02-28-2021				
<b>2007</b>	As per the PWS, pickup, disposal, and destruction of hazardous waste at the VAMC Sheridan VA Medical Center, bi- monthly (every other month starting in January 2018) with proper packaging, labeling and recordkeeping of this type of waste. P-Listed waste such as Pharmaceuticals (Pharmaceuticals must be Incinerated). 1 Gallon containers. Contract Period: Number 2 POP Begin: 03-01- 2020 POP End: 02-28-2021	6.00	EA	_____	_____
				_____	_____
<b>2008</b>	As per the PWS, pickup, disposal, and destruction of hazardous waste at the VAMC Sheridan VA Medical Center, bi- monthly (every other month starting in January 2018) with proper packaging, labeling and recordkeeping of this type of waste. U- Listed waste such as Pharmaceuticals (Pharmaceuticals must be Incinerated). 1 Gallon containers.	4.00	EA	_____	_____
				_____	_____

Contract Period: Number 2 POP Begin: 03-01-2020 POP End: 02-28-2021				
<b>2009</b>	As per the PWS, pickup, disposal, and destruction of hazardous waste at the VAMC Sheridan VA Medical Center, bi- monthly (every other month starting in January 2018) with proper packaging, labeling and recordkeeping of this type of waste. Lab Pack – Pressurized Vessels such as Aerosol Cans (approximately 15 Gallon Container Sizes). Contract Period: Number 2 POP Begin: 03-01-2020 POP End: 02-28-2021	4.00	EA	<hr/> <hr/>
<b>2010</b>	As per the PWS, pickup, disposal, and destruction of hazardous waste at the VAMC Sheridan VA Medical Center, bi- monthly (every other month starting in January 2018) with proper packaging, labeling and recordkeeping of this type of waste. Lab Pack – Flammable/Ignitable (approximately 10 Gallon Container Sizes). Contract Period: Number 2 POP Begin: 03-01-2020	4.00	EA	<hr/> <hr/>

POP End: 02-28-2021					
<b>2011</b>	As per the PWS, pickup, disposal, and destruction of hazardous waste at the VAMC Sheridan VA Medical Center, bi-monthly (every other month starting in January 2018) with proper packaging, labeling and recordkeeping of this type of waste. Lab Pack – Reactives (approximately 5 Gallon Container Sizes). Contract Period: Number 2 POP Begin: 03-01-2019 POP End: 02-29-2020	4.00	EA	_____	_____
				—	—
<b>2012</b>	As per the PWS, pickup, disposal, and destruction of hazardous waste at the VAMC Sheridan VA Medical Center, with proper packaging, labeling and recordkeeping of this type of waste. Lab Pack – Corrosives (approximately 5 Gallon Container Sizes). Contract Period: Number 2 POP Begin: 03-01-2020 POP End: 02-28-2021	4.00	EA	_____	_____
				—	—
<b>2013</b>	As per the PWS, pickup, disposal, and destruction of hazardous waste at the VAMC Sheridan VA Medical Center, bi-monthly (every other month starting in	4.00	EA	_____	_____
				—	—

	<p>January 2018) with proper packaging, labeling and recordkeeping of this type of waste. Lab Pack – Corrosives (approximately 30 Gallon Container Sizes).</p> <p>Contract Period: Number 2 POP Begin: 03-01-2020 POP End: 02-28-2021</p>				
<b>2014</b>	<p>As per the PWS, pickup, disposal, and destruction of hazardous waste at the VAMC Sheridan VA Medical Center, bi-monthly (every other month starting in January 2018) with proper packaging, labeling and recordkeeping of this type of waste. Lab Pack – Spill Clean-Up Materials (approximately 5 Gallon Container Sizes).</p> <p>Contract Period: Number 2 POP Begin: 03-01-2020 POP End: 02-28-2021</p>	6.00	EA	_____	_____
				_____	_____
<b>2015</b>	<p>As per the PWS, pickup, disposal, and destruction of hazardous waste at the VAMC Sheridan VA Medical Center, bi-monthly (every other month starting in January 2018) with proper packaging, labeling and recordkeeping of this type of waste. Lab Pack – Spill Clean-Up</p>	6.00	EA	_____	_____
				_____	_____

	<p>Materials (approximately 10 Gallon Container Sizes). Contract Period: Number 2 POP Begin: 03-01- 2020 POP End: 02-28-2021</p>				
<b>2016</b>	<p>As per the PWS, pickup, disposal, and destruction of hazardous waste at the VAMC Sheridan VA Medical Center, with proper packaging, labeling and recordkeeping of this type of waste. Spill Clean-Up Materials (approximately 55 Gallon Container Sizes). Contract Period: Number 2 POP Begin: 03-01- 2020 POP End: 02-28-2021</p>	6.00	EA	_____	_____
				—	—
<b>2017</b>	<p>As per the PWS, pickup, disposal, and destruction of hazardous waste at the VAMC Sheridan VA Medical Center, with proper packaging, labeling and recordkeeping of this type of waste. Asbestos and Asbestos Containing Materials (approximately 5 Gallon Container Sizes). Contract Period: Number 2 POP Begin: 03-01- 2020 POP End: 02-28-2021</p>	4.00	EA	_____	_____
				—	—
<b>2018</b>	<p>As per the PWS, TCLP (Toxicity</p>	15.00	EA	_____	_____
				—	—

	Characteristic Leaching Procedure) Analysis and reporting. Contract Period: Number 2 POP Begin: 03-01- 2020 POP End: 02-28-2021					
<b>2019</b>	As per the PWS, Annual Summary Report. Contract Period: Number 2 POP Begin: 03-01- 2020 POP End: 02-28-2021	1.00	EA	_____	_____	_____
<b>3001</b>	As per the PWS, pickup, disposal, and destruction of hazardous waste at the VAMC Sheridan VA Medical Center, bi- monthly (every other month starting in January 2018) with proper packaging, labeling and recordkeeping of this type of waste. D- Listed waste such as Barium, Mercury, Selenium, Lead, Silver, Chloroform. 5 gallon containers. Contract Period: Number 3 POP Begin: 03-01- 2021 POP End: 02-28-2022	6.00	EA	_____	_____	_____
<b>3002</b>	As per the PWS, pickup, disposal, and destruction of hazardous waste at the VAMC Sheridan VA Medical Center, bi- monthly (every other month starting in February 2019) with proper packaging, labeling and	4.00	EA	_____	_____	_____

	<p>recordkeeping of this type of waste. D-Listed (Ignitability: D001) waste. Approximately 5 gallon containers. Contract Period: Number 3 POP Begin: 03-01-2021 POP End: 02-28-2022</p>				
<b>3003</b>	<p>As per the PWS, pickup, disposal, and destruction of hazardous waste at the VAMC Sheridan VA Medical Center, bi-monthly (every other month starting in February 2019) with proper packaging, labeling and recordkeeping of this type of waste. D-Listed (Corrosively: D002) waste. Approximately 5 gallon containers. Contract Period: Number 3 POP Begin: 03-01-2021 POP End: 02-28-2022</p>	4.00	EA		
<b>3004</b>	<p>As per the PWS, pickup, disposal, and destruction of hazardous waste at the VAMC Sheridan VA Medical Center, bi-monthly (every other month starting in February 2019) with proper packaging, labeling and recordkeeping of this type of waste. D-Listed (Reactivity: D003) waste. Approximately 5 gallon containers. Contract Period:</p>	4.00	EA		

	<p>Number 3  POP Begin: 03-01-2021  POP End: 02-28-2022</p>				
<b>3005</b>	<p>As per the PWS, pickup, disposal, and destruction of hazardous waste at the VAMC Sheridan VA Medical Center, bi-monthly (every other month starting in February 2019) with proper packaging, labeling and recordkeeping of this type of waste. Non-listed RCRA or DOT Pharmaceuticals (Pharmaceuticals must be incinerated) waste. Approximately 5 gallon containers. Contract Period: Number 3  POP Begin: 03-01-2021  POP End: 02-28-2022</p>	6.00	EA	_____	_____
				—	—
<b>3006</b>	<p>As per the PWS, pickup, disposal, and destruction of hazardous waste at the VAMC Sheridan VA Medical Center, bi-monthly (every other month starting in February 2019) with proper packaging, labeling and recordkeeping of this type of waste. Non-listed RCRA or DOT used or expired Pharmaceuticals (Pharmaceuticals must be incinerated) waste. Approximately 15 gallon containers. Contract Period: Number 3  POP Begin: 03-01-</p>	6.00	EA	_____	_____
				—	—



2021 POP End: 02-28-2022				
<b>3007</b>	As per the PWS, pickup, disposal, and destruction of hazardous waste at the VAMC Sheridan VA Medical Center, bi- monthly (every other month starting in January 2018) with proper packaging, labeling and recordkeeping of this type of waste. P-Listed waste such as Pharmaceuticals (Pharmaceuticals must be Incinerated). 1 Gallon containers. Contract Period: Number 3 POP Begin: 03-01- 2021 POP End: 02-28-2022	6.00	EA	_____
				_____
<b>3008</b>	As per the PWS, pickup, disposal, and destruction of hazardous waste at the VAMC Sheridan VA Medical Center, bi- monthly (every other month starting in January 2018) with proper packaging, labeling and recordkeeping of this type of waste. U- Listed waste such as Pharmaceuticals (Pharmaceuticals must be Incinerated). 1 Gallon containers. Contract Period: Number 3 POP Begin: 03-01- 2021 POP End: 02-28-2022	4.00	EA	_____
				_____
<b>3009</b>	As per the PWS, pickup, disposal, and	4.00	EA	_____
				_____

	<p>destruction of hazardous waste at the VAMC Sheridan VA Medical Center, bi-monthly (every other month starting in January 2018) with proper packaging, labeling and recordkeeping of this type of waste. Lab Pack – Pressurized Vessels such as Aerosol Cans (approximately 15 Gallon Container Sizes). Contract Period: Number 3 POP Begin: 03-01-2021 POP End: 02-28-2022</p>					
<b>3010</b>	<p>As per the PWS, pickup, disposal, and destruction of hazardous waste at the VAMC Sheridan VA Medical Center, bi-monthly (every other month starting in January 2018) with proper packaging, labeling and recordkeeping of this type of waste. Lab Pack – Flammable/Ignitable (approximately 10 Gallon Container Sizes). Contract Period: Number 3 POP Begin: 03-01-2021 POP End: 02-28-2022</p>	4.00	EA			
<b>3011</b>	<p>As per the PWS, pickup, disposal, and destruction of hazardous waste at the VAMC Sheridan VA Medical Center, bi-</p>	4.00	EA			

	<p>monthly (every other month starting in January 2018) with proper packaging, labeling and recordkeeping of this type of waste. Lab Pack – Reactives (approximately 5 Gallon Container Sizes).</p> <p>Contract Period: Number 3 POP Begin: 03-01-2021 POP End: 02-28-2022</p>				
<b>3012</b>	<p>As per the PWS, pickup, disposal, and destruction of hazardous waste at the VAMC Sheridan VA Medical Center, bi-monthly (every other month starting in January 2018) with proper packaging, labeling and recordkeeping of this type of waste. Lab Pack – Corrosives (approximately 5 Gallon Container Sizes).</p> <p>Contract Period: Number 3 POP Begin: 03-01-2021 POP End: 02-28-2022</p>	4.00	EA	_____	_____
				_____	_____
<b>3013</b>	<p>As per the PWS, pickup, disposal, and destruction of hazardous waste at the VAMC Sheridan VA Medical Center, bi-monthly (every other month starting in January 2018) with proper packaging, labeling and recordkeeping of this type of waste. Lab</p>	4.00	EA	_____	_____
				_____	_____

	Pack – Corrosives (approximately 30 Gallon Container Sizes). Contract Period: Number 3 POP Begin: 03-01- 2021 POP End: 02-28-2022				
<b>3014</b>	As per the PWS, pickup, disposal, and destruction of hazardous waste at the VAMC Sheridan VA Medical Center, bi- monthly (every other month starting in January 2018) with proper packaging, labeling and recordkeeping of this type of waste. Lab Pack – Spill Clean-Up Materials (approximately 5 Gallon Container Sizes). Contract Period: Number 3 POP Begin: 03-01- 2021 POP End: 02-28-2022	6.00	EA		
<b>3015</b>	As per the PWS, pickup, disposal, and destruction of hazardous waste at the VAMC Sheridan VA Medical Center, bi- monthly (every other month starting in January 2018) with proper packaging, labeling and recordkeeping of this type of waste. Lab Pack – Spill Clean-Up Materials (approximately 10 Gallon Container Sizes). Contract Period:	6.00	EA		

	Number 3 POP Begin: 03-01-2021 POP End: 02-28-2022				
<b>3016</b>	As per the PWS, pickup, disposal, and destruction of hazardous waste at the VAMC Sheridan VA Medical Center, with proper packaging, labeling and recordkeeping of this type of waste. Spill Clean-Up Materials (approximately 55 Gallon Container Sizes). Contract Period: Number 3 POP Begin: 03-01-2021 POP End: 02-28-2022	6.00	EA	_____	_____
				—	—
<b>3017</b>	As per the PWS, pickup, disposal, and destruction of hazardous waste at the VAMC Sheridan VA Medical Center, with proper packaging, labeling and recordkeeping of this type of waste. Asbestos and Asbestos Containing Materials (approximately 5 Gallon Container Sizes). Contract Period: Number 3 POP Begin: 03-01-2021 POP End: 02-28-2022	4.00	EA	_____	_____
				—	—
<b>3018</b>	As per the PWS, TCLP (Toxicity Characteristic Leaching Procedure) Analysis and reporting. Contract Period: Number 3	15.00	EA	_____	_____
				—	—

POP Begin: 03-01-2021 POP End: 02-28-2022					
<b>3019</b>	As per the PWS, Annual Summary Report. Contract Period: Number 3 POP Begin: 03-01-2021 POP End: 02-28-2022	1.00	EA	_____	_____
				—	—
<b>4001</b>	As per the PWS, pickup, disposal, and destruction of hazardous waste at the VAMC Sheridan VA Medical Center, bi-monthly (every other month starting in January 2018) with proper packaging, labeling and recordkeeping of this type of waste. D-Listed waste such as Barium, Mercury, Selenium, Lead, Silver, Chloroform. 5 gallon containers. Contract Period: Number 4 POP Begin: 03-01-2022 POP End: 02-28-2023	6.00	EA	_____	_____
				—	—
<b>4002</b>	As per the PWS, pickup, disposal, and destruction of hazardous waste at the VAMC Sheridan VA Medical Center, bi-monthly (every other month starting in February 2019) with proper packaging, labeling and recordkeeping of this type of waste. D-Listed (Ignitability: D001) waste. Approximately 5	4.00	EA	_____	_____
				—	—

	gallon containers. Contract Period: Number 4 POP Begin: 03-01- 2022 POP End: 02-28-2023					
<b>4003</b>	As per the PWS, pickup, disposal, and destruction of hazardous waste at the VAMC Sheridan VA Medical Center, bi- monthly (every other month starting in February 2019) with proper packaging, labeling and recordkeeping of this type of waste. D- Listed (Corrosively: D002) waste. Approximately 5 gallon containers. Contract Period: Number 4 POP Begin: 03-01- 2022 POP End: 02-28-2023	4.00	EA	_____	_____	_____
<b>4004</b>	As per the PWS, pickup, disposal, and destruction of hazardous waste at the VAMC Sheridan VA Medical Center, bi- monthly (every other month starting in February 2019) with proper packaging, labeling and recordkeeping of this type of waste. D- Listed (Reactivity: D003) waste. Approximately 5 gallon containers. Contract Period: Number 4 POP Begin: 03-01- 2022 POP End: 02-28-2023	4.00	EA	_____	_____	_____

<b>4005</b>	As per the PWS, pickup, disposal, and destruction of hazardous waste at the VAMC Sheridan VA Medical Center, bi- monthly (every other month starting in February 2019) with proper packaging, labeling and recordkeeping of this type of waste. Non- listed RCRA or DOT Pharmaceuticals (Pharmaceuticals must be incinerated) waste. Approximately 5 gallon containers. Contract Period: Number 4 POP Begin: 03-01- 2022 POP End: 02-28-2023	6.00	EA	_____	_____
<b>4006</b>	As per the PWS, pickup, disposal, and destruction of hazardous waste at the VAMC Sheridan VA Medical Center, bi- monthly (every other month starting in February 2019) with proper packaging, labeling and recordkeeping of this type of waste. Non- listed RCRA or DOT used or expired Pharmaceuticals (Pharmaceuticals must be incinerated) waste. Approximately 15 gallon containers. Contract Period: Number 4 POP Begin: 03-01- 2022 POP End: 02-28-2023	6.00	EA	_____	_____
<b>4007</b>	As per the PWS, pickup, disposal, and	6.00	EA	_____	_____



	destruction of hazardous waste at the VAMC Sheridan VA Medical Center, bi-monthly (every other month starting in January 2018) with proper packaging, labeling and recordkeeping of this type of waste. P-Listed waste such as Pharmaceuticals (Pharmaceuticals must be Incinerated). 1 Gallon containers. Contract Period: Number 4 POP Begin: 03-01-2022 POP End: 02-28-2023					
<b>4008</b>	As per the PWS, pickup, disposal, and destruction of hazardous waste at the VAMC Sheridan VA Medical Center, bi-monthly (every other month starting in January 2018) with proper packaging, labeling and recordkeeping of this type of waste. U-Listed waste such as Pharmaceuticals (Pharmaceuticals must be Incinerated). 1 Gallon containers. Contract Period: Number 4 POP Begin: 03-01-2022 POP End: 02-28-2023	4.00	EA	_____	_____	_____
<b>4009</b>	As per the PWS, pickup, disposal, and destruction of hazardous waste at the VAMC Sheridan VA Medical Center, bi-monthly (every other	4.00	EA	_____	_____	_____

	<p>month starting in January 2018) with proper packaging, labeling and recordkeeping of this type of waste. Lab Pack – Pressurized Vessels such as Aerosol Cans (approximately 15 Gallon Container Sizes).</p> <p>Contract Period: Number 4 POP Begin: 03-01-2022 POP End: 02-28-2023</p>					
<b>4010</b>	<p>As per the PWS, pickup, disposal, and destruction of hazardous waste at the VAMC Sheridan VA Medical Center, bi-monthly (every other month starting in January 2018) with proper packaging, labeling and recordkeeping of this type of waste. Lab Pack – Flammable/Ignitable (approximately 10 Gallon Container Sizes).</p> <p>Contract Period: Number 4 POP Begin: 03-01-2022 POP End: 02-28-2023</p>	4.00	EA			
<b>4011</b>	<p>As per the PWS, pickup, disposal, and destruction of hazardous waste at the VAMC Sheridan VA Medical Center, bi-monthly (every other month starting in January 2018) with proper packaging, labeling and</p>	4.00	EA			

	<p>recordkeeping of this type of waste. Lab Pack – Reactives (approximately 5 Gallon Container Sizes).</p> <p>Contract Period: Number 4</p> <p>POP Begin: 03-01-2022</p> <p>POP End: 02-28-2023</p>					
<b>4012</b>	<p>As per the PWS, pickup, disposal, and destruction of hazardous waste at the VAMC Sheridan VA Medical Center, bi-monthly (every other month starting in January 2018) with proper packaging, labeling and recordkeeping of this type of waste. Lab Pack – Corrosives (approximately 5 Gallon Container Sizes).</p> <p>Contract Period: Number 4</p> <p>POP Begin: 03-01-2022</p> <p>POP End: 02-28-2023</p>	4.00	EA	_____	_____	_____
<b>4013</b>	<p>As per the PWS, pickup, disposal, and destruction of hazardous waste at the VAMC Sheridan VA Medical Center, bi-monthly (every other month starting in January 2018) with proper packaging, labeling and recordkeeping of this type of waste. Lab Pack – Corrosives (approximately 30 Gallon Container Sizes).</p> <p>Contract Period:</p>	4.00	EA	_____	_____	_____

Number 4 POP Begin: 03-01-2022 POP End: 02-28-2023				
<b>4014</b>	As per the PWS, pickup, disposal, and destruction of hazardous waste at the VAMC Sheridan VA Medical Center, bi-monthly (every other month starting in January 2018) with proper packaging, labeling and recordkeeping of this type of waste. Lab Pack – Spill Clean-Up Materials (approximately 5 Gallon Container Sizes). Contract Period: Number 4 POP Begin: 03-01-2022 POP End: 02-28-2023	6.00	EA	<hr/> <hr/>
<b>4015</b>	As per the PWS, pickup, disposal, and destruction of hazardous waste at the VAMC Sheridan VA Medical Center, bi-monthly (every other month starting in January 2018) with proper packaging, labeling and recordkeeping of this type of waste. Lab Pack – Spill Clean-Up Materials (approximately 10 Gallon Container Sizes). Contract Period: Number 4 POP Begin: 03-01-2022 POP End: 02-28-2023	6.00	EA	<hr/> <hr/>

<b>4016</b>	As per the PWS, pickup, disposal, and destruction of hazardous waste at the VAMC Sheridan VA Medical Center, with proper packaging, labeling and recordkeeping of this type of waste. Spill Clean-Up Materials (approximately 55 Gallon Container Sizes). Contract Period: Number 4 POP Begin: 03-01- 2022 POP End: 02-28-2023	6.00	EA	_____	_____
<b>4017</b>	As per the PWS, pickup, disposal, and destruction of hazardous waste at the VAMC Sheridan VA Medical Center, with proper packaging, labeling and recordkeeping of this type of waste. Asbestos and Asbestos Containing Materials (approximately 5 Gallon Container Sizes). Contract Period: Number 4 POP Begin: 03-01- 2022 POP End: 02-28-2023	4.00	EA	_____	_____
<b>4018</b>	As per the PWS, TCLP (Toxicity Characteristic Leaching Procedure) Analysis and reporting. Contract Period: Number 4 POP Begin: 03-01- 2022 POP End: 02-28-2023	15.00	EA	_____	_____
<b>4019</b>	As per the PWS,	1.00	EA	_____	_____

Annual Summary Report. Contract Period: Number 4 POP Begin: 03-01- 2022 POP End: 02-28-2023	—	—
<b>GRAND TOTAL</b>		—

## SECTION C - CONTRACT CLAUSES

### ADDENDUM to FAR 52.212-4 CONTRACT TERMS AND CONDITIONS—COMMERCIAL ITEMS

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

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

#### **C.1 52.204-4 PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER (MAY 2011)**

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

"Postconsumer fiber" means— (1) Paper, paperboard, and fibrous materials from retail stores, office buildings, homes, and so forth, after they have passed through their end-usage as a consumer item, including: used corrugated boxes; old newspapers; old magazines; mixed waste paper; tabulating cards; and used cordage; or

(2) All paper, paperboard, and fibrous materials that enter and are collected from municipal solid waste; but not

(3) Fiber derived from printers' over-runs, converters' scrap, and over-issue publications.

(b) The Contractor is required to submit paper documents, such as offers, letters, or reports that are printed or copied double-sided on paper containing at least 30 percent postconsumer fiber, whenever practicable, when not using electronic commerce methods to submit information or data to the Government.

(End of Clause)

#### **C.2 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 \$100.00, 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 \$75,000.00;

(2) Any order for a combination of items in excess of \$75,000.00; or

(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 10 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.3 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 ending date of the contract..

(End of Clause)

### **C.4 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 15 days of the end of the contract.

(End of Clause)

### **C.5 SUPPLEMENTAL INSURANCE REQUIREMENTS**

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



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

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

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

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

(End of Clause)

## **C.6 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.7 VAAR 852.219-10 VA NOTICE OF TOTAL SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS SET-ASIDE (JUL 2016)(DEVIATION)**

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

(1) Means a small business concern:

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

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

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

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

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

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

(b) *General.*

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

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

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

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

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

(End of Clause)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(End of Clause)

## **C.9 VAAR 852.237-70 CONTRACTOR RESPONSIBILITIES (APR 1984)**

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

(End of Clause)

## **C.10 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)**

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

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

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

(End of Clause)

<b><u>FAR Number</u></b>	<b><u>Title</u></b>	<b><u>Date</u></b>
52.203-17	CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS	APR 2014
52.204-18	COMMERCIAL AND GOVERNMENT ENTITY CODE MAINTENANCE	JUL 2016
52.228-5	INSURANCE—WORK ON A GOVERNMENT INSTALLATION	JAN 1997
52.232-40	PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS	DEC 2013

(End of Addendum to 52.212-4)

## **C.11 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS—COMMERCIAL ITEMS (NOV 2017)**

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

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

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

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

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

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

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

- ☐ (2) 52.203-13, Contractor Code of Business Ethics and Conduct (OCT 2015) (41 U.S.C. 3509).
- ☐ (3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (JUN 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)
- ☒ (4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (OCT 2016) (Pub. L. 109-282) (31 U.S.C. 6101 note).
- ☐ (5) [Reserved]
- ☐ (6) 52.204-14, Service Contract Reporting Requirements (OCT 2016) (Pub. L. 111-117, section 743 of Div. C).
- ☐ (7) 52.204-15, Service Contract Reporting Requirements for Indefinite-Delivery Contracts (OCT 2016) (Pub. L. 111-117, section 743 of Div. C).
- ☒ (8) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (OCT 2015) (31 U.S.C. 6101 note).
- ☐ (9) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (Jul 2013) (41 U.S.C. 2313).
- ☐ (10) [Reserved]
- ☐ (11)(i) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (NOV 2011) (15 U.S.C. 657a).
- ☐ (ii) Alternate I (NOV 2011) of 52.219-3.
- ☐ (12)(i) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (OCT 2014) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).
- ☐ (ii) Alternate I (JAN 2011) of 52.219-4.
- ☐ (13) [Reserved]
- ☐ (14)(i) 52.219-6, Notice of Total Small Business Set-Aside (NOV 2011) (15 U.S.C. 644).
- ☐ (ii) Alternate I (NOV 2011).
- ☐ (iii) Alternate II (NOV 2011).
- ☐ (15)(i) 52.219-7, Notice of Partial Small Business Set-Aside (June 2003) (15 U.S.C. 644).
- ☐ (ii) Alternate I (Oct 1995) of 52.219-7.
- ☐ (iii) Alternate II (Mar 2004) of 52.219-7.
- ☒ (16) 52.219-8, Utilization of Small Business Concerns (NOV 2016) (15 U.S.C. 637(d)(2) and (3)).
- ☐ (17)(i) 52.219-9, Small Business Subcontracting Plan (JAN 2017) (15 U.S.C. 637(d)(4)).
- ☐ (ii) Alternate I (NOV 2016) of 52.219-9.

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

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

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

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

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

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

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

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

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

☐ (40) 52.223-15, Energy Efficiency in Energy-Consuming Products (DEC 2007)(42 U.S.C. 8259b).

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

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

☒ (42) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (AUG 2011)

☐ (43) 52.223-20, Aerosols (JUN 2016) (E.O. 13693).

☐ (44) 52.223-21, Foams (JUN 2016) (E.O. 13693).

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

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

☐ (46) 52.225-1, Buy American—Supplies (MAY 2014) (41 U.S.C. chapter 83).

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

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

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

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

☐ (48) 52.225-5, Trade Agreements (OCT 2016) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

☒ (49) 52.225-13, Restrictions on Certain Foreign Purchases (JUN 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

☐ (50) 52.225-26, Contractors Performing Private Security Functions Outside the United States (OCT 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

☐ (51) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).

☐ (52) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).

☐ (53) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

☐ (54) 52.232-30, Installment Payments for Commercial Items (JAN 2017) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

☒ (55) 52.232-33, Payment by Electronic Funds Transfer—System for Award Management (Jul 2013) (31 U.S.C. 3332).

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

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

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

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

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

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

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

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

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

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

Employee Class  
WG 9 Step 5

Monetary Wage-Fringe Benefits  
\$22.57

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



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

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

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

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

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

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

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

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

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

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

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

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

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

(ii) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (JAN 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing

Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(End of Clause)

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

### **D.1 Quality Assurance Surveillance Plan (QASP)**

#### **Quality Assurance Surveillance Plan (QASP) Sheridan Health Care System Sheridan WY**

Pickup/Disposal of Regulated Medical Waste and RCRA and non-RCRA Hazardous Waste

##### **CONTRACT PERFORMANCE MONITORING:**

Monitoring of contractors time shall be demonstrated through Direct Observation. The COR or the alternate COR shall be the VA official responsible for verifying contract compliance. After contract award, any incidents of contractor noncompliance as evidenced by the monitoring procedures shall be forwarded immediately to the Contracting Officer.

##### **CONTRACTOR MONITORING BY SERVICE: (QASP)**

At the time of contract award, the Contracting Officer will appoint a COR and the alternate COR to assist with the contract monitoring requirements. The COR (and alternate COR) will monitor such items as quality of service, timeliness of performance, customer service, cost control, and business relations. The COR will ensure that services are performed and be responsible for handling service related requirements necessary for patient care.

The services provided will be monitored through a variety of mechanisms, including but not limited to:

Sign in sheets

Clinic encounters as documented and placed in contracting files.

Consultative Services as documented in contracting files.

VHA VISN 19 Performance Measure Scores

External Accreditation and Review compliance

The Government may evaluate the quality of professional and administrative services provided; but retains no control over the professional aspects of services rendered (e.g., professional judgments in accordance with FAR 37.401(b).

The delegated COR (and/or alternate COR) will notify the Contracting Officer of any non-compliance immediately upon his/her gaining knowledge of any such situation or incident. Initial communication may be communicated by telephone. After such communication, the COR (and/or alternate COR) will provide a written/electronic statement to the contracting officer along with any supporting documentation regarding the performance failure noted.

A summary evaluation of the contractor performance will be forwarded to the contracting officer annually prior to exercising any Contract Period / Task Order.

**PERFORMANCE REQUIREMENTS SUMMARY MATRIX:**

Task	ID	Indicator	Standard	Acceptable Quality Level	Method of Surveillance	Incentive
Contractor to evaluate and prepare type of waste (medical, chemo, path, non-hazardous or hazardous waste) for marking, packaging, labeling	1	Proper marking, Labelling and packaging of chemical waste	In accordance with Local/State and Federal Regulations	99.9%	Observation and random inspection	Positive past performance & CPARS report with possible Exercise of next Contract Period / Task Order.
Contractor to transport all medical, chemo, path, non-hazardous, and hazardous waste to appropriate disposal destination	2	Documentation of manifest showing facility, hazardous waste, disposal category, amount of waste and destination for disposal / destruction	In accordance with all Department of Transportation/ Environmental Protection Agencies regulations	99.9%	Copy of DOT Manifest provided to facility before leaving the Medical Facility	Positive past performance & CPARS report with possible Exercise of next Contract Period / Task Order.

Task	ID	Indicator	Standard	Acceptable Quality Level	Method of Surveillance	Incentive
Disposal / Destruction of all medical, chemo, path, non-hazardous, and hazardous waste	3	Return of DOT manifest showing signatures and date of disposal / destruction	In accordance with all Department of Transportation/ Environmental Protection Agencies regulations	99.9%	Return of the manifest within 45 days as required by Environmental Protection Agency	Positive past performance & CPARS report with possible Exercise of next Contract Period / Task Order.
Preparation of waste profiles for TSDFs (Treatment Storage Disposal facility)	4	Acceptance of waste at TSDF	IAW all Environmental Protection Agencies regulations	99.9%	Approval of waste for processing at TSDF prior to shipments	Positive Past Performance & CPARS report with possible Exercise of next Contract Period / Task Order.
Preparation of land disposal restrictions for TSDFs	5	Receipt of LDR for signature with shipment	IAW all Environmental Protection Agencies regulations	99.9%	Processing of waste in accordance with regulatory requirements and facility capabilities	Positive Past Performance & CPARS report with possible Exercise of next Contract Period / Task Order.

Task	ID	Indicator	Standard	Acceptable Quality Level	Method of Surveillance	Incentive
Preparation of Certificate of Disposal / Destruction (COD) of waste	6	Acceptance of waste at TSDF	IAW all Environmental Protection Agencies regulations	99.9%	COD provided to facility in accordance with Environmental Protection Agencies requirements and Sheridan Health Care System requests	Positive Past Performance & CPARS report with possible Exercise of next Contract Period / Task Order.

## D.2 Wage Determination

WD 96-0223 (Rev.-41) was first posted on [www.wdol.gov](http://www.wdol.gov) on 01/16/2018

Hazardous Waste Pickup/Disposal Services

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REGISTER OF WAGE DETERMINATIONS UNDER  
THE SERVICE CONTRACT ACT  
By direction of the Secretary of Labor

U.S. DEPARTMENT OF LABOR  
EMPLOYMENT STANDARDS ADMINISTRATION  
WAGE AND HOUR DIVISION  
WASHINGTON, D.C. 20210

Daniel W. Simms      Division of Wage  
Director              Determinations

Wage Determination No: 1996-0223  
Revision No: 41  
Date Of Revision: 1/10/2018

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Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.35 for calendar year 2018 applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.35 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2018. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts)  
NATIONWIDE: Applicable in the continental U.S. and Hawaii  
Regions are defined as follows:

MIDWEST REGION: Illinois, Indiana, Iowa, Kansas, Michigan, Minnesota, Missouri, Nebraska, North Dakota, Ohio, South Dakota, and Wisconsin;

NORTHEAST REGION: Connecticut, Maine, Massachusetts, New Hampshire, New Jersey, New York, Pennsylvania, Puerto Rico, Rhode Island, Vermont and Virgin Islands;

SOUTH REGION: Alabama, Arkansas, Delaware, District of Columbia, Florida, Georgia, Kentucky, Louisiana, Maryland, Mississippi, North Carolina, Oklahoma, South Carolina, Tennessee, Texas, Virginia, and West Virginia;

WEST REGION: Arizona, California, Colorado, Hawaii, Idaho, Montana, Nevada, New Mexico, Oregon, Utah, Washington, and Wyoming.

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**\*\*Fringe Benefits Required Follow the Occupational Listing\*\***

Employed on contracts for removal of oil spills, hazardous waste materials and related cleanup services.

OCCUPATION CODE - TITLE  
RATE

FOOTNOTE

23440 - Heavy Equipment Operator

MIDWEST REGION	30.36
NORTHEAST REGION	28.84
SOUTH REGION	26.45
WEST REGION	29.78



23470 - Laborer	
MIDWEST REGION	17.08
NORTHEAST REGION	17.50
SOUTH REGION	13.33
WEST REGION	15.25
30090 - Environmental Technician	
MIDWEST REGION	27.02
NORTHEAST REGION	28.77
SOUTH REGION	25.62
WEST REGION	27.19
31010 - Airplane Pilot	28.85
31361 - Truck-Driver, Light	
MIDWEST REGION	15.40
NORTHEAST REGION	19.33
SOUTH REGION	12.52
WEST REGION	13.03
31362 - Truck-Driver, Medium	
MIDWEST REGION	24.84
NORTHEAST REGION	24.89
SOUTH REGION	21.13
WEST REGION	23.33
31363 - Truck-Driver, Heavy	
MIDWEST REGION	26.03
NORTHEAST REGION	26.14
SOUTH REGION	22.14
WEST REGION	24.49

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors, applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is the victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$4.41 per hour or \$176.40 per week or \$764.40 per month

HEALTH & WELFARE EO 13706: \$4.13 per hour, or \$165.20 per week, or \$715.87 per month\*

\*This rate is to be used only when compensating employees for performance on an SCA-covered contract also covered by EO 13706, Establishing Paid Sick Leave for Federal Contractors. A contractor may not receive credit toward its SCA obligations for any paid sick leave provided pursuant to EO 13706.

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor, 3 weeks after 5 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

VACATION (Hawaii): 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 10 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HEALTH & WELFARE (Hawaii): \$1.91 per hour, or \$76.40 per week, or \$331.07 per month for all employees on whose behalf the contractor provides health care benefits pursuant to the Hawaii prepaid Health Care Act. For those employees who are not receiving health care benefits mandated by the Hawaii prepaid Health Care Act, the new health and welfare benefit rate will be \$4.41 per hour.

HEALTH & WELFARE (Hawaii EO 13706): \$1.63 per hour, or \$65.20 per week, or \$282.53 per month for all employees on whose behalf the contractor provides health care benefits pursuant to the Hawaii prepaid Health Care Act. For those employees who are not receiving health care benefits mandated by the Hawaii prepaid Health Care Act, the new health and welfare benefit rate will be \$4.13 per hour. \*

\*This rate is to be used only when compensating employees for performance on an SCA-covered contract also covered by EO 13706, Establishing Paid Sick Leave for Federal Contractors. A contractor may not receive credit toward its SCA obligations for any paid sick leave provided pursuant to EO 13706.

**\*\* UNIFORM ALLOWANCE \*\***

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the

uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

**\*\* NOTES APPLYING TO THIS WAGE DETERMINATION \*\***

Under the policy and guidance contained in All Agency Memorandum No. 159, the Wage and Hour Division does not recognize, for section 4(c) purposes, prospective wage rates and fringe benefit provisions that are effective only upon such contingencies as "approval of Wage and Hour, issuance of a wage determination, incorporation of the wage determination in the contract, adjusting the contract price, etc." (The relevant CBA section) in the collective bargaining agreement between (the parties) contains contingency language that Wage and Hour does not recognize as reflecting "arm's length negotiation" under section 4(c) of the Act and 29 C.F.R. 5.11(a) of the regulations. This wage determination therefore reflects the actual CBA wage rates and fringe benefits paid under the predecessor contract.

**\*\* SERVICE CONTRACT ACT DIRECTORY OF OCCUPATIONS \*\***

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations", Fifth Edition (Revision 1), dated September 2015, unless otherwise indicated.

REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE  
Standard Form 1444 (SF-1444)

**Conformance Process:**

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined (See 29 CFR 4.6(b)(2)(i)). Such conforming procedures shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees (See 29 CFR 4.6(b)(2)(ii)). The Wage and Hour Division shall make a final determination of conformed classification, wage rate, and/or fringe benefits which shall be retroactive to the commencement date of the contract (See 29 CFR 4.6(b)(2)(iv)(C)(vi)). When multiple wage determinations are included in a contract, a separate SF-1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).

2) After contract award, the contractor prepares a written report listing in order the proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or

disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.

3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, U.S. Department of Labor, for review (See 29 CFR 4.6(b)(2)(ii)).

4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.

5) The contracting officer transmits the Wage and Hour decision to the contractor.

6) The contractor informs the affected employees.

Information required by the Regulations must be submitted on SF-1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" (the Directory) should be used to compare job definitions to ensure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination.

## **SECTION E - SOLICITATION PROVISIONS**

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

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

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

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

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

<http://www.acquisition.gov/far/index.html>  
<http://www.va.gov/oal/library/vaar/>

(End of Provision)

#### **E.2 52.216-1 TYPE OF CONTRACT (APR 1984)**

The Government contemplates award of a Firm-Fixed-Price, Indefinite Quantity contract resulting from this solicitation.

(End of Provision)

#### **E.3 52.233-2 SERVICE OF PROTEST (SEP 2006)**

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

Hand-Carried Address:

Department of Veterans Affairs

Network Contracting Office  
NCO 19, Services 3  
1011 Honor Hights Drive  
Muskogee OK 74401

Mailing Address:

Department of Veterans Affairs

Network Contracting Office  
NCO 19, Services 3  
1011 Honor Hights Drive  
Muskogee OK 74401

(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.4 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.5 VAAR 852.252-70 SOLICITATION PROVISIONS OR CLAUSES INCORPORATED BY REFERENCE (JAN 2008)**

The following provisions or clauses incorporated by reference in this solicitation must be completed by the offeror or prospective contractor and submitted with the quotation or offer. Copies of these provisions or clauses are available on the Internet at the Web sites provided in the provision at FAR 52.252-1, Solicitation Provisions Incorporated by Reference, or the clause at FAR 52.252-2, Clauses Incorporated by Reference. Copies may also be obtained from the contracting officer.

[Contracting officer shall list all FAR and 48 CFR Chapter 8 (VAAR) provisions and clauses incorporated by reference that must be completed by the offeror or prospective contractor and submitted with the quotation or offer.]

(End of Provision)

## **E.6 VAAR 852.233-71 ALTERNATE PROTEST PROCEDURE (JAN 1998)**

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

(End of Provision)

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

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

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

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

## **E.7 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)

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

(End of Addendum to 52.212-1)

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

(a) The Government will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the Government, price and other factors considered. The following factors shall be used to evaluate offers:

See and adhere to evaluation factors on next page.

Technical and past performance, when combined, are .

(b) *Contract Periods.* The Government will evaluate offers for award purposes by adding the total price for all Contract Periods to the total price for the basic requirement. The Government may determine that an offer is unacceptable if the Contract Period prices are significantly unbalanced. Evaluation of Contract Periods shall not obligate the Government to award future Task Orders / Contract Periods.

(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)

### **Evaluation Factors**

#### **(GO / NO-GO Evaluation Factors)**

**In order to qualify for award all Bidders must submit the following items/documents to the contracting officer with their bid:**

A. Any contract transporter or incineration facility cited by Wyoming Department of Environmental Quality, or their state(s) business or the Environmental Protection Agency (EPA) as a “High Priority Violator” (HPV) within three (3) years of the date of publication of the Invitation for Bid on this contract is prohibited from bidding on or performing service on any part of this contract.

B. Any motor carrier rated as ‘UNSATISFACTORY’ by the Federal Highway Administration’s Bureau of Motor Carrier Safety (BMCS) is prohibited from bidding on or performing service on any part of this contract.

**All Bidders must provide the following in order for us to complete a Comparative Analysis in accordance with FAR 13.106.2 Evaluation of Quotations or Offers.**

A. Contractor shall provide at least three years of experience servicing at least three similar size hospitals by submitting a list of references (**one per hospital is preferred, see “Contract Reference Form” attached to this solicitation**) including telephone numbers, addresses, and contact names.



B. Contractor shall provide a contingency plan to meet the requirements of the contract in the event the primary means of incineration or treatment becomes unavailable. The plan shall include refrigerated storage for biohazardous medical waste. Plan shall identify the back-up incinerator or treatment site to be used, which meets all the requirements for the waste.

D. Contractor shall provide an emergency spill Response and remediation plan.

E. Contractor shall provide a Health and Safety Plan.

F. A written statement itemizing the following items for the past three (3) years. If there are none, then submit a statement to that effect.

- (1) All DOT reportable accidents.
- (2) All environmental reportable accidents.
- (3) All environmental fines, penalties or Notice of Violations (NOV).
- (4) All OSHA fines, penalties or Notice of Violations (NOV).
- (5) Any consent decrees (Judgments).
- (6) Any pending litigation.

**See attached document: Contract Reference Form.**

## **E.9 52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS— COMMERCIAL ITEMS (NOV 2017)**

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

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

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

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

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

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

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

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

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

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

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

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

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

*Restricted business operations* means business operations in Sudan that include power production activities, mineral extraction activities, oil-related activities, or the production of military equipment, as

those terms are defined in the Sudan Accountability and Divestment Act of 2007 (Pub. L. 110-174). Restricted business operations do not include business operations that the person (as that term is defined in Section 2 of the Sudan Accountability and Divestment Act of 2007) conducting the business can demonstrate—

- (1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;
- (2) Are conducted pursuant to specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;
- (3) Consist of providing goods or services to marginalized populations of Sudan;
- (4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;
- (5) Consist of providing goods or services that are used only to promote health or education; or
- (6) Have been voluntarily suspended.

“Sensitive technology”—

- (1) Means hardware, software, telecommunications equipment, or any other technology that is to be used specifically—
  - (i) To restrict the free flow of unbiased information in Iran; or
  - (ii) To disrupt, monitor, or otherwise restrict speech of the people of Iran; and
- (2) Does not include information or informational materials the export of which the President does not have the authority to regulate or prohibit pursuant to section 203(b)(3) of the International Emergency Economic Powers Act (50 U.S.C. 1702(b)(3)).

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

- (1) Means a small business concern—
  - (i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and
  - (ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.
- (2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

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

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

- (1) Is at least 51 percent unconditionally and directly owned (as defined at 13 CFR 124.105) by—
  - (i) One or more socially disadvantaged (as defined at 13 CFR 124.103) and economically disadvantaged (as defined at 13 CFR 124.104) individuals who are citizens of the United States; and
  - (ii) Each individual claiming economic disadvantage has a net worth not exceeding \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and
- (2) The management and daily business operations of which are controlled (as defined at 13 CFR 124.106) by individuals, who meet the criteria in paragraphs (1)(i) and (ii) of this definition.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(2) Foreign End Products:

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

*[List as necessary]*

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

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

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

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

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

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

*[List as necessary]*

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

Other Foreign End Products:

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

*[List as necessary]*

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



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

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

Canadian End Products:

Line Item No.

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*[List as necessary]*

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

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

Canadian or Israeli End Products:

Line Item No.	Country of Origin
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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.

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

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

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

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

☐ TIN: \_\_\_\_\_.

☐ TIN has been applied for.

☐ TIN is not required because:

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

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

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

(4) *Type of organization*.

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

(5) *Common parent.*

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

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

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

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

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

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

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

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

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

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

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

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

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

(iii) Certifies that the offeror, and any person owned or controlled by the offeror, does not knowingly engage in any transaction that exceeds \$3,500 with Iran's Revolutionary Guard Corps or any of its officials, agents, or affiliates, the property and interests in property of which are blocked pursuant to the International Emergency Economic Powers Act (50 U.S.C. 1701 *et seq.*) (see OFAC's Specially Designated Nationals and Blocked Persons List at <http://www.treasury.gov/ofac/downloads/t11sdn.pdf>).

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(2) The Offeror represents that—

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

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

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

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

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

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

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

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

(s) [Reserved]

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

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

(2) Representation. [Offeror to check applicable block(s) in paragraph (t)(2)(i) and (ii)]. (i) The Offeror (itself or through its immediate owner or highest-level owner) ☐ does, ☐ does not publicly disclose greenhouse gas emissions, i.e., makes available on a publicly accessible Web site the results of a



greenhouse gas inventory, performed in accordance with an accounting standard with publicly available and consistently applied criteria, such as the Greenhouse Gas Protocol Corporate Standard.

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

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

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

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

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

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

(End of Provision)