PAGE 1 OF

1. REQUISITION NO.

2. CONTRACT NO.

3. AWARD/EFFECTIVE DATE

4. ORDER NO.

5. SOLICITATION NUMBER

6. SOLICITATION ISSUE DATE

a. NAME

b. TELEPHONE NO. (No Collect Calls)

8. OFFER DUE DATE/LOCAL

TIME

9. ISSUED BY

CODE

10. THIS ACQUISITION IS

UNRESTRICTED OR

SET ASIDE:

% FOR:

SMALL BUSINESS

HUBZONE SMALL

BUSINESS

SERVICE-DISABLED

VETERAN-OWNED

SMALL BUSINESS

WOMEN-OWNED SMALL BUSINESS

(WOSB) ELIGIBLE UNDER THE WOMEN-OWNED

SMALL BUSINESS PROGRAM

EDWOSB

8(A)

NAICS:

SIZE STANDARD:

11. DELIVERY FOR FOB DESTINA-

TION UNLESS BLOCK IS

MARKED

SEE SCHEDULE

12. DISCOUNT TERMS

13a. THIS CONTRACT IS A

RATED ORDER UNDER

DPAS (15 CFR 700)

13b. RATING

14. METHOD OF SOLICITATION

RFQ

IFB

RFP

15. DELIVER TO

CODE

16. ADMINISTERED BY

CODE

17a. CONTRACTOR/OFFEROR

CODE

FACILITY CODE

18a. PAYMENT WILL BE MADE BY

CODE

TELEPHONE NO.

DUNS:

DUNS+4:

PHONE:

FAX:

17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER

18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED

SEE ADDENDUM

19.

20.

21.

22.

23.

24.

ITEM NO.

SCHEDULE OF SUPPLIES/SERVICES

QUANTITY

UNIT

UNIT PRICE

AMOUNT

(Use Reverse and/or Attach Additional Sheets as Necessary)

25. ACCOUNTING AND APPROPRIATION DATA

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

ARE

ARE NOT ATTACHED.

27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA

ARE

ARE NOT ATTACHED

28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

29. AWARD OF CONTRACT: REF. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ OFFER

COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND

DATED \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_. YOUR OFFER ON SOLICITATION

DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY

(BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE

ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED

SET FORTH HEREIN IS ACCEPTED AS TO ITEMS:

30a. SIGNATURE OF OFFEROR/CONTRACTOR

31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)

30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)

30c. DATE SIGNED

31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT)

31c. DATE SIGNED

AUTHORIZED FOR LOCAL REPRODUCTION

(REV. 2/2012)

PREVIOUS EDITION IS NOT USABLE

Prescribed by GSA - FAR (48 CFR) 53.212

7. FOR SOLICITATION

INFORMATION CALL:

STANDARD FORM 1449

**OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30**

**SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS**

57

36C26218R0241

03-07-2018

ALFREDA HUNTER

909-801-5788

03-23-2018

00262

Department of Veterans Affairs

Network Contracting Office 22

10444 Corporate Drive

Suite K

Loma Linda CA 92357

562211

$38.5 Million

X

N/A

X

Department of Veterans Affairs

4811 Airport Plaza Drive

Suite 600

Long Beach CA 90815

00262

Department of Veterans Affairs

Network Contracting Office 22

4811 Airport Plaza Drive

Suite 600

Long Beach CA 90815

Department of Veterans Affairs

Financial Services Center

P.O. Box 149971

Austin TX 78714-9971

PICK-UP AND DISPOSAL OF REGULATED MEDICAL WASTE FOR THE

VA LOMA LINDA HEALTHCARE SYSTEM (SEE SCHEDULE OF SERVICES

AND PRICE/COST).

X

X

Alfreda Hunter

Contracting Officer

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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 36C262, Alfreda Hunter (909) 801-5788

Department of Veterans Affairs

Network Contracting Office 22

4811 Airport Plaza Drive

Suite 600

Long Beach CA 90815

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

|  |  |
| --- | --- |
| [X] | 52.232-34, Payment by Electronic Funds Transfer—Other Than 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] Monthly

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

Department of Veterans Affairs

Financial Services Center

Submit Invoices electronically to: http://www.ob10.com/veteransaffairs

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

|  |  |
| --- | --- |
| AMENDMENT NO | DATE |
|  |  |
|  |  |

## B.2 SUBCONTRACTING COMMITMENTS--MONITORING AND COMPLIANCE (JUN 2011)

This solicitation includes VAAR 852.215-70, Service-Disabled Veteran-Owned and Veteran-Owned Small Business Evaluation Factors, and VAAR 852.215-71, Evaluation Factor Commitments. Accordingly, any contract resulting from this solicitation will include these clauses. The contractor is advised in performing contract administration functions, the CO may use the services of a support contractor(s) to assist in assessing contractor compliance with the subcontracting commitments incorporated into the contract. To that end, the support contractor(s) may require access to the contractor's business records or other proprietary data to review such business records regarding contract 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 compliance with the subcontracting commitments.

## B. 3 SCHEDULE OF SERVICES AND PRICE:

This is an indefinite delivery indefinite quantity, (IDIQ) fixed price contract. Prices in this schedule represent an all-inclusive rate including labor, incidental costs, overhead, and insurance premium payments for applicable insurance coverage. Costs not incorporated into the contractor’s price will not be reimbursed by the Government.

The guaranteed minimum amount for this contract is $500.00. The maximum aggregate value of the order that can be placed under this contract is $4,000,000.00. The Government does not guarantee that it will place any orders under contract in excess of the guaranteed minimum amount.

The previous option year pricing will apply to any extension pursuant to FAR 52.217-8

Pricing shall be inclusive of pickup and disposal of all waste streams and provision of all containers required throughout the term of the contract. Any locations not listed in Section B.4 will be added by amendment and through the contracting officer.

|  |  |  |  |
| --- | --- | --- | --- |
| **BASE YEAR: 01 APRIL 2018 THRU 31 MARCH 2019** | | | |
| **ITEM NO** | **DESCRIPTION OF SERVICES** | **UNIT** | **UNIT PRICE** |
| 0001 | Re-Usable Sharps Containers | EA | $ |
| 0002 | Additional Re-Usable Sharps Containers After Initial Installation. | EA | $ |
| 0003 | Sharps | LBS | $ |
| 0004 | Bio-Hazardous Waste (Red Bags) | LBS | $ |
| 0005 | Pharmaceutical Waste | LBS | $ |
| 0006 | Pathological Waste | LBS | $ |
| 0007 | Chemotherapy Waste | LBS | $ |
| 0008 | RCRA Waste | LBS | $ |

|  |  |  |  |
| --- | --- | --- | --- |
| **OPTION YEAR ONE (1): 01 APRIL 2019 THRU 31 MARCH 2020** | | | |
| **ITEM NO** | **DESCRIPTION** | **UNIT** | **UNIT PRICE** |
| 1001 | Sharps | LBS | $ |
| 1002 | Bio-Hazardous Waste (Red Bags) | LBS | $ |
| 1003 | Pharmaceutical Waste | LBS | $ |
| 1004 | Pathological Waste | LBS | $ |
| 1005 | Chemotherapy Waste | LBS | $ |
| 1006 | RCRA Waste | LBS | $ |

|  |  |  |  |
| --- | --- | --- | --- |
| **OPTION YEAR TWO (2): 01 APRIL 2020 THRU 31 MARCH 2021** | | | |
| **ITEM NO** | **DESCRIPTION** | **UNIT** | **UNIT PRICE** |
| 2001 | Sharps | LBS | $ |
| 2002 | Bio-Hazardous Waste (Red Bags) | LBS | $ |
| 2003 | Pharmaceutical Waste | LBS | $ |
| 2004 | Pathological Waste | LBS | $ |
| 2005 | Chemotherapy Waste | LBS | $ |
| 2006 | RCRA Waste | LBS | $ |

|  |  |  |  |
| --- | --- | --- | --- |
| **OPTION YEAR THREE (3): 01 APRIL 2021 THRU 31 MARCH 2022** | | | |
| **ITEM NO** | **DESCRIPTION** | **UNIT** | **UNIT PRICE** |
| 3001 | Sharps | LBS | $ |
| 3002 | Bio-Hazardous Waste (Red Bags) | LBS | $ |
| 3003 | Pharmaceutical Waste | LBS | $ |
| 3004 | Pathological Waste | LBS | $ |
| 3005 | Chemotherapy Waste | LBS | $ |
| 3006 | RCRA Waste | LBS | $ |

|  |  |  |  |
| --- | --- | --- | --- |
| **OPTION YEAR FOUR (4): 01 APRIL 2022 THRU 30 MARCH 2023** | | | |
| **ITEM NO** | **DESCRIPTION** | **UNIT** | **UNIT PRICE** |
| 4001 | Sharps | LBS | $ |
| 4002 | Bio-Hazardous Waste (Red Bags) | LBS | $ |
| 4003 | Pharmaceutical Waste | LBS | $ |
| 4004 | Pathological Waste | LBS | $ |
| 4005 | Chemotherapy Waste | LBS | $ |
| 4006 | RCRA Waste | LBS | $ |

|  |  |
| --- | --- |
| **BASE YEAR ESTIMATED TOTAL:** | **$** |
| **OPTION YEAR ONE ESTIMATED TOTAL:** | **$** |
| **OPTION YEAR TWO ESTIMATED TOTAL:** | **$** |
| **OPTION YEAR THREE ESTIMATED TOTAL:** | **$** |
| **OPTION YEAR FOUR ESTIMATED TOTAL:** | **$** |

## B.4 PARTICIPATING FACILITIES:

|  |
| --- |
| VA Loma Linda Healthcare System  11201 Benton St.  Loma Linda, CA 92357 |
| VA Loma Linda Ambulatory Care Center (ACC)  26001 Redlands Blvd.  Redland, CA 92373 |
| VA Loma Linda Redlands Blvd Outpatient Clinic (RBOC)  25828 Redlands Blvd.  Redlands, CA 92373 |

Notwithstanding any other provisions in this contract to the contrary, the Contractor shall provide medical waste pick-up and disposal to those facilities under the same terms and conditions as specified in this contract when directed to do so by the Contracting Officer (CO). The Contractor shall provide services to those clinics at the prices established for those same services at the parent facility. Clinic locations and estimated quantities are subject to change due to patient demand. The Contractor shall ensure it maintains the resources necessary to respond to these changes.

## B.5 PERFORMANCE WORK STATEMENT (PWS):

The Department of Veterans Affairs Loma Linda Healthcare System (VALLHCS) has a requirement for a Contractor to service and provide pick-up and disposal of hazardous and non-hazardous medical waste. The Contractor shall provide all containers, installation, management, labor, supervision, transportation, and packaging of regulated medical waste (RMW) to include bio-hazardous (red bag) waste, chemotherapy waste, pathological waste, RCRA waste, sharps and pharmaceutical waste. The Contractor shall uniquely label each container for each waste stream.

a. The Contractor shall provide installation of disposable hazardous pharmaceutical waste containers, re-usable non-hazardous pharmaceutical waste, sharps, re-usable trace chemo waste containers, re-usable medical waste (“red bag waste”) containers, re-usable medical sharps only containers, and re-usable pathology, bio-hazardous, chemotherapy waste containers.

b. The Contractor may propose substitution of one-time use (disposable) containers in lieu of reusable containers for all waste streams other than RCRA waste.

c. All containers shall be swapped out by the Contractor at the point of accumulation in a just-in-time service model – minimizing time a full container sits at an accumulation point before replacement with empty container.

d. Definition of a full container. A full container is defined as any container that has reached a level that it cannot accept more waste and not sooner. The frequency of replacing a full container for an empty one will be determined by Contractor.

e. The Contractor shall conduct an onsite assessment with the Contracting Officer Representative (COR) to determine size, placement and location of medical waste containers. The Contractor shall ensure the Government that the offeror will be able to supply the estimated quantities, including any additional containers to be left on site.

f. The Contractor shall submit a medical waste manifest/tracking document and a monthly report. The monthly report shall be for all waste stream collected, transported and treated. The monthly report shall be aligned in all invoices, tracking documentation and certificate of destruction (COD); pounds, number of containers, size, cost per pound, location of the collection, and type of treatment. The certificate of destruction (COD) shall be emailed to the Contracting Officer Representative (COR) on a monthly basis. All RCRA hazardous waste shipments must be authorized and signed by the COR.

g. VA directives and federal executive orders direct efforts in cost reduction, waste minimization, environmental impact, and green-house gas generation in VA operations encourage use of re-usable containers over one time use (disposable) containers.

1. VA Directive 0058 - VA Green Procurement Program Policies and Procedures
2. VA Directive 0063 – Waste Prevention and Recycling Program
3. VHA Directive 7708 – Pollution Prevention (P2) Program
4. Executive Order 13423 Strengthening Federal Environmental, Energy, and Transportation Management
5. EO 13693 – Planning for Federal Sustainability in the Next Decade

h. The following regulations are applicable to the tasks required by this contract and are incorporated by reference herein. Should any aspect of the regulations or standards conflict, the most stringent shall apply.

1. California Health and Safety Code, Sections 117600-118360, Medical Waste Management Act (MWMA) (including all definitions)
2. Hazardous Materials Regulation, MRE: 49 CFR parts 171 through 180, Department of Transportation (DOT)
3. Code of Federal Regulations (CFR), Hazardous Waste Criteria, 40 CFR 261 ( C) (D), 40 CFR262 and 21 CFR 1200-1316
4. Bloodborne Pathogen Standard 29 CFR 1910, 1030, and OSHA Instruction CPI, 2-2, 44C Occupational Health and Safety Administration, 1992
5. Food and Drug Administration (FDA) requirements for waste containers as Class II Medical devices.
6. ASTM standard ASTM F2132-(2008)01e1 Standard Specification for Puncture Resistance of Materials Used in Containers for Discarded Medical Needles and Other Sharps and ASTM WK27197 revision of F2132-01(2008)01e1.
7. Resource Conservation and Recovery Act (RCRA)

**CONTAINERS: Non-RCRA pharmaceutical waste and Sharps waste,** The Contractor shall supply a container (reusable or single-use) that is in compliant with the MWMA for re-use.

1. **Re-Usable Container shall have the following specifications:**

1. meet all applicable laws and regulations
2. features to deter retrieval of items placed into the container
3. non-manual opening
4. durability to process approximately 400 to 500 re-uses
5. wall mount brackets enabling the securing of the container to a vertical surface
6. locking mechanism as an option to mount in areas of public access.
7. a foot pedal actuator as an option.
8. secure waste containers must be in a color other than RED, YELLOW, or BLACK
9. a one-way flap (i.e. mailbox slot)
10. labels on the containers are to be clearly labeled using at least a 14 point font identifying the type of waste (ex: Non-RCRA/Sharps).
11. COR must have access to inspect facility that disinfects reusable containers and may conduct unannounced site visits.
12. a stock of containers must be on hand to meet demand in the event containers are full and need to be exchanged on an off scheduled pick-up. COR will work with contractor to determine quantity
13. **One-Time Use Container shall have the following specifications:**
14. meet all applicable laws and regulations
15. features to deter retrieval of items placed into the container
16. non-manual opening
17. wall mount brackets enabling the securing of the container to a vertical surface
18. locking mechanism as an option to mount in areas of public access.
19. a foot pedal actuator as an option.
20. secure waste containers must be in a color other than RED, YELLOW, or BLACK
21. a one-way flap (i.e. mailbox slot)
22. labels on the containers are to be clearly labeled using at least a 14 point font, identifying the type of waste (ex: Non-RCRA/Sharps).
23. a stock of containers must be on hand to meet demand in the event containers are full and need to be exchanged on an off scheduled pick-up. COR will work with contractor to determine quantity

**Non-RCRA Trace Chemo Waste:** The Contractor shall supply a container (reusable or single-use) that is in compliant with the MWMA for re-use.

1. **Re-Usable Trace Chemo Container shall have the following specifications:**
2. meet all applicable laws and regulations
3. features to deter retrieval of items placed into the container
4. non-manual opening and be capable of opening with a foot pedal actuator as an option.
5. durability to process approximately 400 to 500 re-uses
6. secure waste containers in YELLOW
7. contractor shall install disposable liner
8. labels on the containers are to be clearly labeled using at least a 14 point font, identifying the type of waste (Trace Chemo Waste).
9. COR must have access to inspect facility that disinfects reusable containers and may conduct unannounced site visits.
10. a stock of containers must be on hand to meet demand in the event containers are full and need to be exchanged on an off scheduled pick-up. COR will work with contractor to determine quantity
11. **One-Time Use (Trace Chemo) Container shall have the following specifications:**
12. meet all applicable laws and regulations
13. features to deter retrieval of items placed into the container
14. non-manual opening
15. locking mechanism as an option to mount in areas of public access.
16. a foot pedal actuator as an option.
17. secure waste containers must be in a color YELLOW
18. labels on the containers are to be clearly labeled using at least a 14-point font, identifying the type of waste (Trace Chemo Waste).
19. a stock of containers must be on hand to meet demand in the event containers are full and need to be exchanged on an off scheduled pick-up. COR will work with contractor to determine quantity

**Bio-Hazardous Waste (red bag waste):** The Contractor shall supply a container (reusable or single-use) that is in compliant with the MWMA for re-use.

1. **Re-Usable Bio-Hazardous Waste Container shall have the following specifications:**
2. meet all applicable laws and regulations
3. non-manual opening and be capable of opening with a foot pedal actuator as an option.
4. durability to process approximately 400 to 500 re-uses
5. waste containers in RED
6. labels on the containers are be clearly labeled using at least a 14-point font, identifying the type of waste (Medical Waste).
7. COR must have access to inspect facility that disinfects reusable containers and may conduct unannounced site visits.
8. a stock of containers must be on hand to meet demand in the event containers are full and need to be exchanged on an off scheduled pick-up. COR will work with contractor to determine quantity
9. **One-Time Use Bio-Hazardous Waste Container shall have the following specifications:**
   1. meet all applicable laws and regulations
   2. non-manual opening
   3. a foot pedal actuator as an option.
   4. secure waste containers must be in a color RED. Labels on the containers are to be clearly labeled using at least a 14-point font, identifying the type of waste (Medical Waste)
   5. a stock of containers must be on hand to meet demand in the event containers are full and need to be exchanged on an off scheduled pick-up. COR will work with contractor to determine quantity

**Medical Sharps:** Medical Sharps containers will be only used in areas where no non-hazardous pharmacy

waste is generated, such as blood draw areas.

1. **Medical Sharps Reusable Containers shall have the following specifications:**
2. meet all applicable laws and regulations
3. features to deter retrieval of items placed into the container
4. non-manual opening and be capable of opening with a foot pedal actuator as an option.
5. durability to process approximately 400 - 500 re-uses
6. secure waste containers in RED
7. a one-way flap (i.e. mailbox slot)
8. labels on the containers are to be clearly labeled using at least a 14 point font, identifying the type of waste (Medical Sharps).
9. a stock of containers must be on hand to meet demand in the event containers are full and need to be exchanged on an off scheduled pick-up. COR will work with contractor to determine quantity

**b. One-Time Use Medical Sharps Container shall have the following specifications:**

1. meet all applicable laws and regulations
2. features to deter retrieval of items placed into the container
3. non-manual opening
4. locking mechanism as an option to mount in areas of public access.
5. a foot pedal actuator as an option.
6. secure waste containers must be in a color RED
7. labels on the containers are to be clearly labeled using at least a 14 point font, identifying the type of waste (Medical Sharps).
8. a stock of containers must be on hand to meet demand in the event containers are full and need to be exchanged on an off scheduled pick-up. COR will work with contractor to determine quantity

**Pathology Waste:** The Contractor shall supply a container (reusable or single-use) that is in compliant with the MWMA for re-use.

* 1. **Pathology Waste Reusable Containers shall have the following specifications:**

1. Meet all applicable laws and regulations
2. Durability to process approximately 400 to 500 re-uses
3. Waste containers in WHITE
4. Must be large enough to accept human limbs 30 – 55 gallons
5. Labels on the containers are to be clearly labeled using at least a 14-point font, identifying the type of waste (Pathology Waste Tissue).
6. COR must have access to inspect facility that disinfects reusable containers and may conduct unannounced site visits.
7. A stock of containers must be on hand to meet demand in the event containers are full and need to be exchanged on an off scheduled pick-up. COR will work with contractor to determine quantity

**b. One-Time Use Pathology Waste Container shall have the following specifications:**

1. meet all applicable laws and regulations

1. Must be large enough to except human limbs 30 – 55 gallons
2. secure waste containers must be in a color WHITE
3. labels on the containers are to be clearly labeled using at least a 14 point font, identifying the type of waste (Pathology Waste Tissue).
4. a stock of containers must be on hand to meet demand in the event containers are full and need to

be exchanged on an off scheduled pick-up. COR will work with contractor to determine quantity

**Narcotic Waste:** The Government will supply the Cactus Sinkexternal and internal holding containers, batteries, the internal liquid & solid narcotic waste holding containers. The contractor shall swap out the waste holding containers.

**CONTRACTOR SPECIFIC TASKS AT POINT OF ACCUMULATION:**

a. The Contractor shall place containers at or near the source of waste generation (ex: within a pharmacy, on a medication cart, inside a medication room, or in specified patient care rooms). The Contractor shall replace full containers with empty containers at these points of accumulation.

b. For RCRA Hazardous Pharmaceutical Waste, the Contractor shall establish accumulation points with

pharmacies and other high volume hazardous waste generation points.

c. The Contractor shall place the appropriate RCRA waste description stream on the waste container label

(i.e. P-listed, U-listed, D-listed, etc.) along with the start date of accumulation.

d. The Contractor shall furnish approved waste containers in accordance with the California Department of Health.

1. The Contractor shall ensure that all recyclable waste containers are maintained in optimum condition,

in accordance with the U.S. FDA.

1. The Contractor shall provide an analysis of the drug list detailing the classification of all drugs considered RCRA waste, designating P and U list - discarded unused chemicals (261.33) (e) and (f) Waste Streams.
2. The Contractor shall notify the COR of any changes in the regulatory requirements for drug waste.
3. The Contractor shall supply a monthly survey on the total number of pounds of waste collected and the

number of waste containers change-out for each waste stream to the COR. Contractor shall conduct annual waste stream surveys at each facility. The survey shall consist of a review of the annual waste generation statistics to determine if there have been any significant changes in the waste profile for each facility. The first survey shall be conducted within ninety (90) calendar days of initial contract award and within ninety (90) calendar days after exercising an option. The Contractor shall provide the results of the survey in a spreadsheet compatible with Microsoft Excel format and shall submit the results to the COR via email within fifteen (15) calendar days after the survey is completed. The COR shall monitor receipt of survey.

1. The Contractor shall provide a classification of all items in pharmacy formulary as well as classification of new items within fourteen (14) calendar days of notification by the COR. The formulary waste classification shall be maintained in computer accessible file, preferably internet accessible. Whenever there is a regulatory change affecting the fate of formulary, the Contractor shall provide an update of the formulary classification to the pharmacy department within thirty (30) days of a regulatory change.

**B.6 REPORTS:** The Contractor shall provide reports on poundage pick-up for non-hazardous pharmaceutical, bio-hazardous, medical sharps, pathology, and RCRA hazardous waste:

a. Non-RCRA pharmaceutical waste, bio-hazardous, medical sharps, and pathology containers shall be bar coded to allow for tracking of containers. The Contractor shall collect the following information for each container: a history of the net weight of material collected, the time a container stayed at location of accumulation, the date the full waste (one-time use or re-usable) container was replaced and the number of times the reusable container has been reused. The Contractor shall maintain this history in a database available for review by the COR upon request and compilation of statistics.

b. The Contractor shall record the consolidated weight of hazardous waste collected from waste accumulation points and shall include the date of accumulation and removal from a specific medical center or clinic. The weight shall be recorded on the hazardous waste manifest as well on a separate secure internet accessible-database for only hazardous waste.

**B.7 PICK-UP SCHEDULE:** Each facility, upon contract award and in conjunction with the Contractor, shall determine pick-up schedules. The schedules are based on the amount and type of regulated medical waste generated, sharps, and any storage restrictions specified in the regulations incorporated by reference in section B.4.

**B.8 AUTHORIZED SERVICES:**

1. Only those services specified herein are authorized under this contract. The Contractor shall not perform

any work other than the services specified herein unless the Contractor first receives direction from the Contracting Officer.

1. Only the Contracting Officer can approve additional services under this contract.
2. Only the Contracting Officer may authorize additional services and reimbursement shall not be made

unless prior authorization has been obtained.

**B.9 IDENTIFICATION BADGE-CHECK IN WITH VA SECURITY:** When on VA property, the Contractor personnel must comply with VA security regulations. Contractor personnel shall wear a VA PIV Badge at all times while on VA property. Contractor personnel assigned to the locations noted in Section B.4 will be badged IN ADVANCE of their start date. Each person to be badged will need to provide a driver’s license and social security card to the card sponsor. The PIV sponsor (COR) is located in Environmental Management at the main medical campus 1st Floor, Room 1C-24. The COR will assist Contractor personnel in obtaining a badge.

**B.10 GOVERNMENT FURNISHED PROPERTY:**

a. The Government shall provide designated areas for placement of disposable sharps and medical waste containers. The Government shall designate areas where these secure containers may be kept until the arrival of transport vehicles. However, the Contractor shall not restrict the VA facility from performing packaging or consolidation of any facility’s own waste stream, nor restrict any VA facility to Contractor provided packaging as long as said packaging or consolidation complies with applicable government regulations.

b. In accordance with applicable Government regulations, the designated VA representative shall complete appropriate information on and/or sign required waste manifest forms/waste tracking documents. The Government shall provide appropriate facilities for any training provided by the Contractor. The government shall provide the Contractor with a list of all medications with NDC #’s used by the facility.

c. The COR shall inform the Contractor of any additional drugs requiring classification that has been added to the drug formulary.

**B.11 HOURS OF OPERATION:**

1. **Normal Work Hours:** This contract is a full-service contract for three (3) technicians on-site, Monday through Friday. Pick-up of regulated medical waste shall take place between the hours of 6:00 a.m. to 4:30 p.m., five (5) days per week, eight (8) hours per day, to include all necessary service calls National Holidays excluded. Any service performed during other than normal work hours shall be approved in advance by the COR. The price shall be agreed upon by the Contractor and CO and contract modification shall be awarded to allow for the additional work.
2. **NATIONAL HOLIDAYS:** The Contractor is not required to provide services on the following National Holidays.

|  |  |
| --- | --- |
| New Year’s Day | January 1st |
| Martin Luther King’s Birthday | Third Monday in January |
| President Day | Third Monday in February |
| Memorial Day | Last Monday in May |
| Independence Day | July 4th |
| Labor Day | First Monday in September |
| Columbus Day | Second Monday in October |
| Veterans Day | The Month of November |
| Thanksgiving Day | The Month of November |
| Christmas Day | 25th of December |

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

**B.12 PARKING:**

a**.** The Contractor shall park only in areas designated for contractor personnel by the VA Police and Security Service personnel.

b.The Contractor shall display on its vehicles the company name in a manner and size that is clearly visible.

c.The Contractor shall conform to the posted speed limits and parking restrictions set at each government facility.

**B.13 SMOKING POLICY:** Smoking is permitted only in designated areas which vary at individual VA sites.

**B.14 SAFETY DATA SHEETS (SDS):** The Contractor shall provide their employees with immediate access to SDS for all hazardous substances.

**B.15 CONTRACTOR EMPLOYEES:**

a. The Contractor is responsible for the proper protection of his employee.

* 1. The Contractor shall furnish Contractor employees all necessary Personal Protective Equipment

(PPE) and ensure proper working condition of said equipment.

* 1. Attire and PPE, including respirators, must be appropriate for the hazardous condition of lab-packing,

lifting, carrying, pouring, blending, moving, and/or loading hazardous and toxic substances in limited space.

d. The Contractor employees shall be enrolled, as appropriate and at Contractor expense, in a medical surveillance program as prescribed by 29 CFR 1910.

e. The Government reserves the right to accept or reject Contractor personnel for the rendering of services. Contractor shall replace any Contractor personnel rejected by the Government at no additional cost to the Government. The COR shall report any contractor personnel performance, complaints or conduct issues to the Contractor.

**B.16 TRAINING:** The Contractor Management Staff shall provide yearly training to the VA on re-usable pharmaceutical, medical waste, trace chemo waste, and pathology containers, classification and segregation of pharmaceutical waste for all collection points. The initial training shall be done in person. Follow-up training may be done with the aid of a DVD or another form of training.

**B.17 SPILLS:** When waste is spilled by the Contractor at any pick-up site, storage location, or during transport, the Contractor shall, at no additional charge to the Government, clean-up the spill in accordance with appropriate regulations listed in B4 above. In addition, the Contractor shall immediately make a verbal report to the COR as well as the GEMS Program Manager immediately in the event emergency measures need to be taken, followed by a written report within seven (7) business days. The written report shall include the following:

* + 1. Spills by type and amount of waste
    2. Certification spill waste was properly removed and disposed.
    3. Identity of personnel exposed to spilled waste
    4. Condition of personnel exposed to spilled waste
    5. Description of cause
    6. Corrective action and/or preventive measures

**B.18 PAYMENT:**

1. The Contractor shall charge only for the net weight of waste excluding weight for the

containers. The Contractor shall be responsible for weighing containers. The Contractor shall ensure only scales calibrated and inspected in accordance with applicable state and federal regulations are used. The Contractor shall ensure the weight amount and tracking documentation are reflected on the invoices. The weight charge per container shall include the cost of cleaning re-usable containers.

b. Payment shall be made monthly in arrears upon receipt of an invoice prepared in accordance with Federal Acquisition Regulation (FAR) Part 52.212-4. Contractor's invoice shall include, as a minimum, the following: (1) Name of Business Concern, (2) Invoice Date, (3) Contract Number, (4) Purchase Order Number, (5) Obligation Number, (6) Description, Total Weight Collected by waste stream, Unit Price, (7) The number of re-usable waste containers turned (8) Healthcare facility were services were performed.

# 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 52.216-18 ORDERING (OCT 1995)

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

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

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

(End of Clause)

## C.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 $70,000.00;

(2) Any order for a combination of items in excess of $1,000,000.00; or

(3) A series of orders from the same ordering office within 1 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 5 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 contract expiration date.

(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 30 days.

(End of Clause)

## C.5 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within 30 days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed five (5) years.

(End of Clause)

## C.6 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.7 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.8 VAAR 852.203-71 DISPLAY OF DEPARTMENT OF VETERAN AFFAIRS HOTLINE POSTER (DEC 1992)

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

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

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

(End of Clause)

## C.9 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.10 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.11 VAAR 852.237-70 CONTRACTOR RESPONSIBILITIES (APR 1984)

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

(End of Clause)

|  |  |  |
| --- | --- | --- |
| **FAR Number** | **Title** | **Date** |
| 52.204-4 | PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER | MAY 2011 |
| 52.204-9 | PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL | JAN 2011 |

## C.12 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)

|  |  |  |
| --- | --- | --- |
| **FAR Number** | **Title** | **Date** |
| 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.13 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS—COMMERCIAL ITEMS (JAN 2018)

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

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

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

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

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

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

[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.)

[X] (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).

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

[X] (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).

[X] (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.

[X] (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.

[X] (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).

[X] (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)).

[X] (25) 52.222-3, Convict Labor (June 2003) (E.O. 11755).

[] (26) 52.222–19, Child Labor—Cooperation with Authorities and Remedies (JAN 2018) (E.O. 13126).

[X] (27) 52.222-21, Prohibition of Segregated Facilities (APR 2015).

[X] (28) 52.222–26, Equal Opportunity (SEP 2016) (E.O. 11246).

[X] (29) 52.222-35, Equal Opportunity for Veterans (OCT 2015) (38 U.S.C. 4212).

[X] (30) 52.222-36, Equal Opportunity for Workers with Disabilities (JUL 2014) (29 U.S.C. 793).

[X] (31) 52.222-37, Employment Reports on Veterans (FEB 2016) (38 U.S.C. 4212).

[X] (32) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496).

[X] (33)(i) 52.222-50, Combating Trafficking in Persons (MAR 2015) (22 U.S.C. chapter 78 and E.O. 13627).

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

[X] (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.

[X] (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).

[X] (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)).

[X] (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:

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

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

[X] (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).

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| --- | --- |
| Employee Class | Monetary Wage-Fringe Benefits |
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[X] (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).

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

[X] (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).

[X] (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 WAGE DETERMINATION (See attached document: WD 15)

## D.2 PRICE WORKSHEET

The following estimated quantities are provided for the base and each option year. Contractors shall complete this section in its entirety for all Healthcare System (HS) for which they bid and submit with the price schedule in section B.4.

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **BASE YEAR: 01 APRIL 2018 THRU 31 MARCH 2019** | | | | | |
| **ITEM NO** | **DESCRIPTION OF SERVICES** | **EST QTY** | **UNIT** | **UNIT PRICE** | **AMOUNT** |
| 0001 | Re-Usable Sharps Containers | 1,500 | EA |  |  |
| 0002 | Additional Re-Usable Sharps Containers After Initial Installation. |  | EA |  |  |
| 0003 | Sharps | 40,000 | LBS |  |  |
| 0004 | Bio-Hazardous Waste (Red Bags) | 60,000 | LBS |  |  |
| 0005 | Pharmaceutical Waste | 3,000 | LBS |  |  |
| 0006 | Pathological Waste | 500 | LBS |  |  |
| 0007 | Chemotherapy Waste | 2,500 | LBS |  |  |
| 0008 | RCRA Waste | 900 | LBS |  |  |
|  | | | | **GRAND TOTAL:** |  |

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **OPTION YEAR ONE (1): 01 APRIL 2019 THRU 31 MARCH 2020** | | | | | |
| **ITEM NO** | **DESCRIPTION OF SERVICES** | **EST QTY** | **UNIT** | **UNIT PRICE** | **AMOUNT** |
| 1001 | Sharps | 40,000 | LBS |  |  |
| 1002 | Bio-Hazardous Waste (Red Bags) | 60,000 | LBS |  |  |
| 1003 | Pharmaceutical Waste | 3,000 | LBS |  |  |
| 1004 | Pathological Waste | 500 | LBS |  |  |
| 1005 | Chemotherapy Waste | 2,500 | LBS |  |  |
| 1006 | RCRA Waste | 900 | LBS |  |  |
|  | | | | **GRAND TOTAL:** |  |

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **OPTION YEAR TWO (2): 01 APRIL 2020 THRU 31 MARCH 2021** | | | | | |
| **ITEM NO** | **DESCRIPTION OF SERVICES** | **EST QTY** | **UNIT** | **UNIT PRICE** | **AMOUNT** |
| 2001 | Sharps | 40,000 | LBS |  |  |
| 2002 | Bio-Hazardous Waste (Red Bags) | 60,000 | LBS |  |  |
| 2003 | Pharmaceutical Waste | 3,000 | LBS |  |  |
| 2004 | Pathological Waste | 500 | LBS |  |  |
| 2005 | Chemotherapy Waste | 2,500 | LBS |  |  |
| 2006 | RCRA Waste | 900 | LBS |  |  |
|  | | | | **GRAND TOTAL:** |  |

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **OPTION YEAR THREE (3): 01 APRIL 2021 THRU 31 MARCH 2022** | | | | | |
| **ITEM NO** | **DESCRIPTION OF SERVICES** | **EST QTY** | **UNIT** | **UNIT PRICE** | **AMOUNT** |
| 3001 | Sharps | 40,000 | LBS |  |  |
| 3002 | Bio-Hazardous Waste (Red Bags) | 60,000 | LBS |  |  |
| 3003 | Pharmaceutical Waste | 3,000 | LBS |  |  |
| 3004 | Pathological Waste | 500 | LBS |  |  |
| 3005 | Chemotherapy Waste | 2,500 | LBS |  |  |
| 3006 | RCRA Waste | 900 | LBS |  |  |
|  | | | | **GRAND TOTAL:** |  |

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **OPTION YEAR FOUR (4): 01 APRIL 2022 THRU 31 MARCH 2023** | | | | | |
| **ITEM NO** | **DESCRIPTION OF SERVICES** | **EST QTY** | **UNIT** | **UNIT PRICE** | **AMOUNT** |
| 4001 | Sharps | 40,000 | LBS |  |  |
| 4002 | Bio-Hazardous Waste (Red Bags) | 60,000 | LBS |  |  |
| 4003 | Pharmaceutical Waste | 3,000 | LBS |  |  |
| 4004 | Pathological Waste | 500 | LBS |  |  |
| 4005 | Chemotherapy Waste | 2,500 | LBS |  |  |
| 4006 | RCRA Waste | 900 | LBS |  |  |
|  | | | | **GRAND TOTAL:** |  |

# SECTION E - SOLICITATION PROVISIONS

**E.1 ADDENDUM TO FAR 52.212-1 INSTRUCTIONS TO OFFERORS – COMMERCIAL ITEMS (OCT 2015)**

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

Main Medical Center: approximately 1000 containers of various sizes

Ambulatory Care Center (ACC): approximately 400 containers of various sizes

Redlands Boulevard Outpatient Clinic (RBOC): approximately 100 containers of various sizes

## E.1.1 INSTRUCTIONS TO OFFERORS:

**1.** Submitting your proposal: Submit your company’s offer by responding to this RFP via email to the Contracting Officer: [Alfreda.Hunter@va.gov](mailto:Alfreda.Hunter@va.gov) .

**2**. Site Visits: Site visit is not mandatory, but highly encouraged. The site visit is an opportunity for all interested parties to be fully cognizant of the requirements for VA Loma Linda Healthcare System (VALLHS). An on-site inspection will be conducted at the VLLHS, 11201 Benton Street, Loma Linda, CA 92357. After the on-site inspection, there will be a question and answer session**.** Offerors shall be responsible for any costs or travel expenses incurred related to the site visit.

The site visit and question/answer session will be held on Tuesday, March 13, 2018 from 9:00 AM to 11:00 AM PDT. This will be the **only** site visit provided by the Government. Interested parties must sign up in advance to attend the site visit by notifying the Contracting Officer via email at [Alfreda.hunter@va.gov](mailto:Alfreda.hunter@va.gov) no later than **3:00 PM PDT on Monday, March 12, 2018**. The email must include the following:

1. Subject email: RFQ No. 36C26218R0241 – Site Visit Request;
2. Company Name;
3. Point of Contact, phone number and email address; and
4. List of all attendees

Upon receipt of your email, further instructions regarding the site visit will be provided.

**3. Submission deadline:** Submit your company’s offer by responding to this RFP by mail to the address shown in Block 9 of the Standard Form 1449, or via email to [Alfreda.Hunter@va.gov](mailto:Alfreda.Hunter@va.gov). This package shall include: Original – Response to RFP 36C26218R0241.

Offer is due on Friday, March 23, 2018 at 4:00 PM PDT. Submit your offer by responding to this RFP by mail to the address shown in Block 9 of the Standard Form 1449, or via email to [Alfreda.Hunter@va.gov](mailto:Alfreda.Hunter@va.gov) . All attachments in response to this RFP shall be in either Adobe or Microsoft Office Word Format. It is the offeror’s responsibility to ensure all required documents are included and completed as required by this solicitation. Offer(s) may be considered non-responsive if all requested information is not received by the specified due date.

**4. Socio-economic Group:** Offeror must be verified Service Disabled Veteran-Owned Small Business (SDVOSB) at the time of offer submission due date. The small business size standard that applies to this acquisition is stated in Block 10 of the SF114 of this RFQ along with the North American Industry Classification System (NAICS) code on which it is based.

**5. Requirements for Submittal:** The following sub-sections are the requirements to be submitted by the offeror.

**5.1** Offeror must provide a cover sheet to include the following:

**5.1.1** Solicitation No. 36C26218R0241

**5.1.2** Company’s name, address, point-of-contact, phone number, email address

**5.1.3** DUNS number

**5.1.4** Proof of Vetbiz certification as a SDVOSB

**5.1.5** County of Los Angeles Business Licenses

**5.1.6** Permits

**5.1.7** Auto Insurance, General Liability Insurance, Certificates of Liability Insurance

**5.1.8** California Department of Toxic Substances Control (DTSC) – Transport Hazardous

Waste in the State of California Permit

**5.1.9** Department of Transportation – Pipeline and Hazardous Materials Safety

Administration Hazardous Materials Certificate of Registration

**5.1.10** Medical Waste Transfer Station and Offsite Treatment Facility Permit

**5.1.11** DMV Motor Carrier Permit – Combined Carrier

**5.1.12** Sample of Tracking and Manifesting Document

**5.1.13** Certificates and Training of all personnel that will be working on this contract

**5.1.14** Sample of approved re-usable containers that has been approved by the Food and

Drug Administration (FDA) as a medical device, including the type, number and

size for each waste stream.

* + 1. Submit two (2) references for performance on prior contracts. Contracts listed may include those entered into with the Federal Government, State or local agencies, or commercial customers.
  1. Offeror must complete and provide each of the following:
     1. Page 1 - SF1449, block 30(a), 30(b) and 30(c).

**5.2.2** Page 3 - Section B.1(1)(a) Contract Administration Data and subsection (5) Acknowledge of Amendments.

* + 1. Amendments – SF 30, if any, block 15A, 15B and 15C.

**5.4** Provide price offer by completing the table in Section B.4

**5.5** Provide price offer by completing the table in Section D.2

**5.6 Special Standard of Responsibility – Experience Providing Pick-Up and Disposal of Regulated Medical Waste to Hospital.** This special standard of responsibility will be used to assess the offeror’s specialized experience providing pick-up and disposal of regulated medical waste to a hospital. The offeror shall provide evidence of specialized experience providing pick-up and disposal of regulated medical waste to a hospital. Specifically, the offeror shall provide a narrative summary in no more than two (2) pages demonstrating their experience in servicing a hospital environment for the pick-up and disposal of regulated medical waste.

(End of Provision)

(End of Addendum to 52.212-1)

## E.2 BASIS FOR AWARD

1.Award will be made to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the Government. Price is the only factor that will be used to evaluate offers. Award will be made to the lowest-priced offer that is determined to be responsible. After making selection of the lowest priced offeror, the Contracting Officer will determine if the selected offeror is responsible. In addition to the General Standard of Responsibility found in FAR 9.104-1 and in accordance with FAR 9.104-2, the following special standards of responsibility applies to this procurement:

**1.1 Special Standard of Responsibility – Experience Providing Pick-Up and Disposal of Regulated Medical Waste to Hospital.** This special standard of responsibility will be used to assess the offeror’s specialized experience providing pick-up and disposal of regulated medical waste to a hospital.

2.Options*.* The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. Evaluation of options shall not obligate the Government to exercise the option(s).

3. 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.

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

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

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

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

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

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

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

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

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

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

(i) In a criminal proceeding, a conviction.

(ii) In a civil proceeding, a finding of fault and liability that results in the payment of a monetary fine, penalty, reimbursement, restitution, or damages of $5,000 or more.

(iii) In an administrative proceeding, a finding of fault and liability that results in—

(A) The payment of a monetary fine or penalty of $5,000 or more; or

(B) The payment of a reimbursement, restitution, or damages in excess of $100,000.

(iv) In a criminal, civil, or administrative proceeding, a disposition of the matter by consent or compromise with an acknowledgment of fault by the Contractor if the proceeding could have led to any of the outcomes specified in paragraphs (c)(1)(i), (c)(1)(ii), or (c)(1)(iii) of this provision.

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

(d) The offeror shall post the information in paragraphs (c)(1)(i) through (c)(1)(iv) of this provision in FAPIIS as required through maintaining an active registration in the System for Award Management database via [https://www.acquisition.gov](https://www.acquisition.gov/) (see 52.204-7).

(End of Provision)

## E.4 52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of Indefinite Delivery, Indefinite Quantity (IDIQ) Firm-Fixed Price contract resulting from this solicitation.

(End of Provision)

## E.5 52.217-5 EVALUATION OF OPTIONS (JUL 1990)

Except when it is determined in accordance with FAR 17.206(b) not to be in the Government's best interests, the Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. Evaluation of options will not obligate the Government to exercise the option(s).

(End of Provision)

## E.6 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 22

4811 Airport Plaza Drive

Suite 600

Long Beach CA 90815

Mailing Address:

Department of Veterans Affairs

Department of Veterans Affairs

4811 Airport Plaza Drive

Suite 600

Long Beach Long Beach 90815

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

(End of Provision)

## E.7 VAAR 852.215-70 SERVICE-DISABLED VETERAN-OWNED AND VETERAN-OWNED SMALL BUSINESS EVALUATION FACTORS (JUL 2016)(DEVIATION)

(a) In an effort to achieve socioeconomic small business goals, depending on the evaluation factors included in the solicitation, VA shall evaluate offerors based on their service-disabled veteran-owned or veteran-owned small business status and their proposed use of eligible service-disabled veteran-owned small businesses and veteran-owned small businesses as subcontractors.

(b) Eligible service-disabled veteran-owned offerors will receive full credit, and offerors qualifying as veteran-owned small businesses will receive partial credit for the Service-Disabled Veteran-Owned and Veteran-owned Small Business Status evaluation factor. To receive credit, an offeror must be registered and verified in Vendor Information Pages (VIP) database (<https://www.vip.vetbiz.gov>).

(c) Non-veteran offerors proposing to use service-disabled veteran-owned small businesses or veteran-owned small businesses as subcontractors will receive some consideration under this evaluation factor. Offerors must state in their proposals the names of the SDVOSBs and VOSBs with whom they intend to subcontract and provide a brief description of the proposed subcontracts and the approximate dollar values of the proposed subcontracts. In addition, the proposed subcontractors must be registered and verified in the VetBiz.gov VIP database (<https://www.vip.vetbiz.gov>).

(End of Provision)

## E.8 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.9 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

|  |  |  |
| --- | --- | --- |
| **FAR Number** | **Title** | **Date** |
| 52.204-16 | COMMERCIAL AND GOVERNMENT ENTITY CODE REPORTING | JUL 2016 |

(End of Addendum to 52.212-1)

## E.10 52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS—COMMERCIAL ITEMS (NOV 2017)

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

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

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

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

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

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

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

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

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

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

(1) PSC 5510, Lumber and Related Basic Wood Materials;

(2) Product or Service Group (PSG) 87, Agricultural Supplies;

(3) PSG 88, Live Animals;

(4) PSG 89, Subsistence;

(5) PSC 9410, Crude Grades of Plant Materials;

(6) PSC 9430, Miscellaneous Crude Animal Products, Inedible;

(7) PSC 9440, Miscellaneous Crude Agricultural and Forestry Products;

(8) PSC 9610, Ores;

(9) PSC 9620, Minerals, Natural and Synthetic; and

(10) PSC 9630, Additive Metal Materials.

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

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

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

(1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;

(2) Are conducted pursuant to specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;

(3) Consist of providing goods or services to marginalized populations of Sudan;

(4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;

(5) Consist of providing goods or services that are used only to promote health or education; or

(6) Have been voluntarily suspended.

“Sensitive technology”—

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

(i) To restrict the free flow of unbiased information in Iran; or

(ii) To disrupt, monitor, or otherwise restrict speech of the people of Iran; and

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

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

(1) Means a small business concern—

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

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

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

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

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

(1) Is at least 51 percent unconditionally and directly owned (as defined at 13 CFR 124.105) by—

(i) One or more socially disadvantaged (as defined at 13 CFR 124.103) and economically disadvantaged (as defined at 13 CFR 124.104) individuals who are citizens of the United States; and

(ii) Each individual claiming economic disadvantage has a net worth not exceeding $750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and

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

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

(1) Directly by a parent corporation; or

(2) Through another subsidiary of a parent corporation.

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

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

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

(2) The management and daily business operations of which are controlled by one or more veterans.

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

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

(1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(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

\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

*[List as necessary]*

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

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

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

Line Item No. Country of Origin

\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

*[List as necessary]*

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

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

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

Other End Products:

Line Item No. Country of Origin

\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

*[List as necessary]*

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

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

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

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

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

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

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

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

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

(ii) *Examples.*

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

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

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

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

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

(1) *Listed end products.*

Listed End Product Listed Countries of Origin

(2) *Certification. [If the Contracting Officer has identified end products and countries of origin in paragraph (i)(1) of this provision, then the offeror must certify to either (i)(2)(i) or (i)(2)(ii) by checking the appropriate block.]*

[ ] (i) The offeror will not supply any end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.

[ ] (ii) The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

(j) *Place of manufacture.* (Does not apply unless the solicitation is predominantly for the acquisition of manufactured end products.) For statistical purposes only, the offeror shall indicate whether the place of manufacture of the end products it expects to provide in response to this solicitation is predominantly—

(1) \_\_ In the United States (Check this box if the total anticipated price of offered end products manufactured in the United States exceeds the total anticipated price of offered end products manufactured outside the United States); or

(2) \_\_ Outside the United States.

(k) *Certificates regarding exemptions from the application of the Service Contract Labor Standards.* (Certification by the offeror as to its compliance with respect to the contract also constitutes its certification as to compliance by its subcontractor if it subcontracts out the exempt services.)

[] (1) Maintenance, calibration, or repair of certain equipment as described in FAR 22.1003-4(c)(1). The offeror [ ] does [ ] does not certify that—

(i) The items of equipment to be serviced under this contract are used regularly for other than Governmental purposes and are sold or traded by the offeror (or subcontractor in the case of an exempt subcontract) in substantial quantities to the general public in the course of normal business operations;

(ii) The services will be furnished at prices which are, or are based on, established catalog or market prices (see FAR 22.1003- 4(c)(2)(ii)) for the maintenance, calibration, or repair of such equipment; and

(iii) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract will be the same as that used for these employees and equivalent employees servicing the same equipment of commercial customers.

[] (2) Certain services as described in FAR 22.1003- 4(d)(1). The offeror [ ] does [ ] does not certify that—

(i) The services under the contract are offered and sold regularly to non-Governmental customers, and are provided by the offeror (or subcontractor in the case of an exempt subcontract) to the general public in substantial quantities in the course of normal business operations;

(ii) The contract services will be furnished at prices that are, or are based on, established catalog or market prices (see FAR 22.1003-4(d)(2)(iii));

(iii) Each service employee who will perform the services under the contract will spend only a small portion of his or her time (a monthly average of less than 20 percent of the available hours on an annualized basis, or less than 20 percent of available hours during the contract period if the contract period is less than a month) servicing the Government contract; and

(iv) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract is the same as that used for these employees and equivalent employees servicing commercial customers.

(3) If paragraph (k)(1) or (k)(2) of this clause applies—

(i) If the offeror does not certify to the conditions in paragraph (k)(1) or (k)(2) and the Contracting Officer did not attach a Service Contract Labor Standards wage determination to the solicitation, the offeror shall notify the Contracting Officer as soon as possible; and

(ii) The Contracting Officer may not make an award to the offeror if the offeror fails to execute the certification in paragraph (k)(1) or (k)(2) of this clause or to contact the Contracting Officer as required in paragraph (k)(3)(i) of this clause.

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

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

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

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

[ ] TIN: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

[ ] TIN has been applied for.

[ ] TIN is not required because:

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

[ ] Offeror is an agency or instrumentality of a foreign government;

[ ] Offeror is an agency or instrumentality of the Federal Government.

(4) *Type of organization.*

[ ] Sole proprietorship;

[ ] Partnership;

[ ] Corporate entity (not tax-exempt);

[ ] Corporate entity (tax-exempt);

[ ] Government entity (Federal, State, or local);

[ ] Foreign government;

[ ] International organization per 26 CFR 1.6049-4;

[ ] Other \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

(5) *Common parent.*

[ ] Offeror is not owned or controlled by a common parent;

[ ] Name and TIN of common parent:

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

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

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

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

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

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

(i) It [ ] is, [ ] is not an inverted domestic corporation; and

(ii) It [ ] is, [ ] is not a subsidiary of an inverted domestic corporation.

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

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

## E.11 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)