

<b>SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, &amp; 30</b>				1. REQUISITION NO. 671-18-2-5539-0038		PAGE 1 OF 69	
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE		4. ORDER NO.		5. SOLICITATION NUMBER 36C25718Q9806	
						6. SOLICITATION ISSUE DATE 08-01-2018	
7. FOR SOLICITATION INFORMATION CALL:		a. NAME Antonio Jackson				b. TELEPHONE NO. (No Collect Calls) 210-694-6328	
						8. OFFER DUE DATE/LOCAL TIME 08-17-2018 2:00 PM	
9. ISSUED BY  Department of Veterans Affairs Network Contracting Office 17 5441 Babcock Rd, Suite 302 San Antonio TX 78240				10. THIS ACQUISITION IS  <input type="checkbox"/> UNRESTRICTED OR <input checked="" type="checkbox"/> SET ASIDE: 100 % FOR: <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input checked="" type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM <input type="checkbox"/> EDWOSB <input type="checkbox"/> 8(A) NAICS: 562112 SIZE STANDARD: \$38.5 Million			
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED  <input checked="" type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS		13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)  <input type="checkbox"/>		13b. RATING N/A	
						14. METHOD OF SOLICITATION <input checked="" type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP	
15. DELIVER TO  Department of Veterans Affairs Network Contracting Office 17 (NCO 17) Audie L. Murphy VAMC 7400 Merton Minter Blvd San Antonio TX 78229-4404				16. ADMINISTERED BY  Department of Veterans Affairs Network Contracting Office 17 (NCO 17) 5441 Babcock Rd, Suite 302 San Antonio TX 78240			
17a. CONTRACTOR/OFFEROR		CODE		FACILITY CODE		18a. PAYMENT WILL BE MADE BY	
						Department of Veterans Affairs FMS-VA-2(101) Financial Services Center PO Box 149971 Austin TX 78714-9971  PHONE: FAX:	
TELEPHONE NO. DUNS: DUNS+4:				18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED  <input type="checkbox"/> SEE ADDENDUM			
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER							
19. ITEM NO.		20. See CONTINUATION Page SCHEDULE OF SUPPLIES/SERVICES		21. QUANTITY		22. UNIT	
		Regulated Medical Waste and Sharps Container Program for the South Texas Veterans Healthcare System (STVHCS) Please see the attached SOW.  Periods of Performance: (Anticipated) Base Year: 1 SEP 2018 thru 31 AUG 2019 OPT YR 1: 1 SEP 2019 thru 31 AUG 2020 OPT YR 2: 1 SEP 2020 thru 31 AUG 2021 OPT YR 3: 1 SEP 2021 thru 31 AUG 2022 OPT YR 4: 1 SEP 2022 thru 31 AUG 2023  This acquisition is restricted to Service Disabled Veteran Owned Small Business (SDVOSB)  SEE PRICE/COST SCHEDULE ENCLOSED  (Use Reverse and/or Attach Additional Sheets as Necessary)					
						23. UNIT PRICE	
						24. AMOUNT	
25. ACCOUNTING AND APPROPRIATION DATA See CONTINUATION Page 671-3680162-5539-856700-2542 0100342Z6						26. TOTAL AWARD AMOUNT (For Govt. Use Only)	
27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA						<input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.	
27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4, FAR 52.212-5 IS ATTACHED. ADDENDA						<input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED	
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN <u>1</u> COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED				29. AWARD OF CONTRACT: REF. _____ OFFER DATED _____. YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN IS ACCEPTED AS TO ITEMS:			
30a. SIGNATURE OF OFFEROR/CONTRACTOR				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)			
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)		30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT)		31c. DATE SIGNED	

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**SECTION B - CONTINUATION OF SF 1449 BLOCKS****B.1 CONTRACT ADMINISTRATION DATA**

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

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

## a. CONTRACTOR:

Contractor Name: \_\_\_\_\_

Street Address: \_\_\_\_\_

City: \_\_\_\_\_

State: \_\_\_\_\_

Zip Code: \_\_\_\_\_

Point of Contact: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Email: \_\_\_\_\_

DUNS: \_\_\_\_\_

Tax ID: \_\_\_\_\_

## b. GOVERNMENT: Contracting Officer 36C671

Department of Veterans Affairs  
 Network Contracting Office 17  
 5441 Babcock Rd, Suite 302  
 San Antonio TX 78240

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

- ☐ 52.232-34, Payment by Electronic Funds Transfer -  
 Other than Central Contractor Registration, or
- ☐ 52.232-36, Payment by Third Party

3. INVOICES: Invoices shall be submitted in arrears:

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

4. **GOVERNMENT INVOICE ADDRESS:** All invoices from the contractor shall be mailed to the following address:

Department of Veterans Affairs  
 FMS-VA-2(101)  
 Financial Services Center  
 PO Box 149971  
 Austin TX 78714-9971

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

AMENDMENT NO	DATE
_____	_____
_____	_____
_____	_____

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

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

## B.2 PRICE/COST SCHEDULE

**BASE YEAR: SEPTEMBER 1, 2018 THROUGH AUGUST 31, 2019**

ITEM NUMBER	DESCRIPTION OF SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	Single-Use Pharmaceutical Containers (estimated 2500)	12.00	MO		
0002	Bio/Chemo/Sharps/RX Waste Removal - <b>ALMD</b> (estimated 251,719 lbs annually)	12.00	MO		
0003	Bio/Chemo/Sharps/RX Waste Removal - <b>KMC</b> (estimated 19,754 lbs annually)	12.00	MO		
0004	Bio/Chemo/Sharps/RX Waste Removal - <b>FTOPC</b> (est. 2,744 lbs annually)	12.00	MO		
0005	Bio/Chemo/Sharps/RX Waste Removal – <b>Balcones Heights Gold</b> (est. 137 lbs annually)	12.00	MO		
0006	Bio/Chemo/Sharps/RX Waste Removal - <b>Balcones Heights Silver</b> (est. 138 lbs annually)	12.00	MO		
0007	Bio/Chemo/Sharps/RX Waste Removal - <b>SBOPC</b> (est. 790 lbs annually)	12.00	MO		
0008	Bio/Chemo/Sharps/RX Waste Removal - <b>Villa Serena</b> (est. 54 lbs annually)	12.00	MO		
0009	Bio/Chemo/Sharps/RX Waste Removal – <b>ADEC- Data Point</b> (est. 590 lbs annually)	12.00	MO		

<b>0010</b>	12.00	MO	_____	_____
Bio/Chemo/Sharps/RX Waste Removal - <b>NCFC</b> (est. 3130 lbs annually)				
<b>0011</b>	12.00	MO	_____	_____
Bio/Chemo/Sharps/RX Waste Removal - <b>Shavano Park OPC</b> (est. 117 lbs annually)				
<b>0012</b>	12.00	MO	_____	_____
Bio/Chemo/Sharps/RX Waste Removal - <b>VOPC</b> (est. 1547 lbs annually)				
<b>0013</b>	12.00	MO	_____	_____
Bio/Chemo/Sharps/RX Waste Removal - <b>PTRP</b> (est. 10 lbs annually)				
<b>0014</b>	12.00	MO	_____	_____
Bio/Chemo/Sharps/RX Waste Removal - <b>Fisher House</b> (est. 163 lbs annually)				
				<b>Base Year Total \$</b> _____

<b>OPTION YEAR 1: SEPTEMBER 1, 2019 THROUGH AUGUST 31, 2020</b>
---

ITEM NUMBER	DESCRIPTION OF SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
<b>1001</b>		12.00	MO	_____	_____
Single-Use Pharmaceutical Containers (estimated 2500)					
<b>1002</b>		12.00	MO	_____	_____
Bio/Chemo/Sharps/RX Waste Removal - <b>ALMD</b> (estimated 251,719 lbs annually)					
<b>1003</b>		12.00	MO	_____	_____
Bio/Chemo/Sharps/RX Waste Removal - <b>KMC</b> (estimated 19,754 lbs annually)					
<b>1004</b>		12.00	MO	_____	_____
Bio/Chemo/Sharps/RX Waste Removal - <b>FTOPC</b> (est. 2,744 lbs annually)					

<b>1005</b>	12.00	MO	_____	_____
Bio/Chemo/Sharps/RX Waste Removal – <b>Balcones Heights Gold</b> (est. 137 lbs annually)				
<b>1006</b>	12.00	MO	_____	_____
Bio/Chemo/Sharps/RX Waste Removal - <b>Balcones Heights Silver</b> (est. 138 lbs annually)				
<b>1007</b>	12.00	MO	_____	_____
Bio/Chemo/Sharps/RX Waste Removal - <b>SBOPC</b> (est. 790 lbs annually)				
<b>1008</b>	12.00	MO	_____	_____
Bio/Chemo/Sharps/RX Waste Removal - <b>Villa Serena</b> (est. 54 lbs annually)				
<b>1009</b>	12.00	MO	_____	_____
Bio/Chemo/Sharps/RX Waste Removal – <b>ADEC- Data Point</b> (est. 590 lbs annually)				
<b>1010</b>	12.00	MO	_____	_____
Bio/Chemo/Sharps/RX Waste Removal - <b>NCFC</b> (est. 3130 lbs annually)				
<b>1011</b>	12.00	MO	_____	_____
Bio/Chemo/Sharps/RX Waste Removal - <b>Shavano Park OPC</b> (est. 117 lbs annually)				
<b>1012</b>	12.00	MO	_____	_____
Bio/Chemo/Sharps/RX Waste Removal - <b>VOPC</b> (est. 1547 lbs annually)				
<b>1013</b>	12.00	MO	_____	_____
Bio/Chemo/Sharps/RX Waste Removal - <b>PTRP</b> (est. 10 lbs annually)				
<b>1014</b>	12.00	MO	_____	_____
Bio/Chemo/Sharps/RX Waste Removal - <b>Fisher House</b> (est. 163 lbs annually)				
				<b>Option Year 1 Total \$</b> _____

<b>OPTION YEAR 2: SEPTEMBER 1, 2020 THROUGH AUGUST 31, 2021</b>
---

ITEM NUMBER	DESCRIPTION OF SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2001	Single-Use Pharmaceutical Containers (estimated 2500)	12.00	MO		
2002	Bio/Chemo/Sharps/RX Waste Removal - <b>ALMD</b> (estimated 251,719 lbs annually)	12.00	MO		
2003	Bio/Chemo/Sharps/RX Waste Removal - <b>KMC</b> (estimated 19,754 lbs annually)	12.00	MO		
2004	Bio/Chemo/Sharps/RX Waste Removal - <b>FTOPC</b> (est. 2,744 lbs annually)	12.00	MO		
2005	Bio/Chemo/Sharps/RX Waste Removal – <b>Balcones Heights Gold</b> (est. 137 lbs annually)	12.00	MO		
2006	Bio/Chemo/Sharps/RX Waste Removal - <b>Balcones Heights Silver</b> (est. 138 lbs annually)	12.00	MO		
2007	Bio/Chemo/Sharps/RX Waste Removal - <b>SBOPC</b> (est. 790 lbs annually)	12.00	MO		
2008	Bio/Chemo/Sharps/RX Waste Removal - <b>Villa Serena</b> (est. 54 lbs annually)	12.00	MO		
2009	Bio/Chemo/Sharps/RX Waste Removal – <b>ADEC- Data Point</b> (est. 590 lbs annually)	12.00	MO		



<b>2010</b>	12.00	MO	_____	_____
Bio/Chemo/Sharps/RX Waste Removal - <b>NCFC</b> (est. 3130 lbs annually)				
<b>2011</b>	12.00	MO	_____	_____
Bio/Chemo/Sharps/RX Waste Removal - <b>Shavano Park OPC</b> (est. 117 lbs annually)				
<b>2012</b>	12.00	MO	_____	_____
Bio/Chemo/Sharps/RX Waste Removal - <b>VOPC</b> (est. 1547 lbs annually)				
<b>2013</b>	12.00	MO	_____	_____
Bio/Chemo/Sharps/RX Waste Removal - <b>PTRP</b> (est. 10 lbs annually)				
<b>2014</b>	12.00	MO	_____	_____
Bio/Chemo/Sharps/RX Waste Removal - <b>Fisher House</b> (est. 163 lbs annually)				
				<b>Option Year 2 Total \$</b> _____

<b>OPTION YEAR 3: SEPTEMBER 1, 2021 THROUGH AUGUST 31, 2022</b>
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ITEM NUMBER	DESCRIPTION OF SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
<b>3001</b>		12.00	MO	_____	_____
Single-Use Pharmaceutical Containers (estimated 2500)					
<b>3002</b>		12.00	MO	_____	_____
Bio/Chemo/Sharps/RX Waste Removal - <b>ALMD</b> (estimated 251,719 lbs annually)					
<b>3003</b>		12.00	MO	_____	_____
Bio/Chemo/Sharps/RX Waste Removal - <b>KMC</b> (estimated 19,754 lbs annually)					
<b>3004</b>		12.00	MO	_____	_____
Bio/Chemo/Sharps/RX Waste Removal - <b>FTOPC</b> (est. 2,744 lbs annually)					

<b>3005</b>	12.00	MO	_____	_____
Bio/Chemo/Sharps/RX Waste Removal – <b>Balcones Heights Gold</b> (est. 137 lbs annually)				
<b>3006</b>	12.00	MO	_____	_____
Bio/Chemo/Sharps/RX Waste Removal - <b>Balcones Heights Silver</b> (est. 138 lbs annually)				
<b>3007</b>	12.00	MO	_____	_____
Bio/Chemo/Sharps/RX Waste Removal - <b>SBOPC</b> (est. 790 lbs annually)				
<b>3008</b>	12.00	MO	_____	_____
Bio/Chemo/Sharps/RX Waste Removal - <b>Villa Serena</b> (est. 54 lbs annually)				
<b>3009</b>	12.00	MO	_____	_____
Bio/Chemo/Sharps/RX Waste Removal – <b>ADEC- Data Point</b> (est. 590 lbs annually)				
<b>3010</b>	12.00	MO	_____	_____
Bio/Chemo/Sharps/RX Waste Removal - <b>NCFC</b> (est. 3130 lbs annually)				
<b>3011</b>	12.00	MO	_____	_____
Bio/Chemo/Sharps/RX Waste Removal - <b>Shavano Park OPC</b> (est. 117 lbs annually)				
<b>3012</b>	12.00	MO	_____	_____
Bio/Chemo/Sharps/RX Waste Removal - <b>VOPC</b> (est. 1547 lbs annually)				
<b>3013</b>	12.00	MO	_____	_____
Bio/Chemo/Sharps/RX Waste Removal - <b>PTRP</b> (est. 10 lbs annually)				
<b>3014</b>	12.00	MO	_____	_____
Bio/Chemo/Sharps/RX Waste Removal - <b>Fisher House</b> (est. 163 lbs annually)				
				<b>Option Year 3 Total \$</b> _____

<b>OPTION YEAR 4: SEPTEMBER 1, 2022 THROUGH AUGUST 31, 2023</b>
---

ITEM NUMBER	DESCRIPTION OF SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4001	Single-Use Pharmaceutical Containers (estimated 2500)	12.00	MO		
4002	Bio/Chemo/Sharps/RX Waste Removal - <b>ALMD</b> (estimated 251,719 lbs annually)	12.00	MO		
4003	Bio/Chemo/Sharps/RX Waste Removal - <b>KMC</b> (estimated 19,754 lbs annually)	12.00	MO		
4004	Bio/Chemo/Sharps/RX Waste Removal - <b>FTOPC</b> (est. 2,744 lbs annually)	12.00	MO		
4005	Bio/Chemo/Sharps/RX Waste Removal – <b>Balcones Heights Gold</b> (est. 137 lbs annually)	12.00	MO		
4006	Bio/Chemo/Sharps/RX Waste Removal - <b>Balcones Heights Silver</b> (est. 138 lbs annually)	12.00	MO		
4007	Bio/Chemo/Sharps/RX Waste Removal - <b>SBOPC</b> (est. 790 lbs annually)	12.00	MO		
4008	Bio/Chemo/Sharps/RX Waste Removal - <b>Villa Serena</b> (est. 54 lbs annually)	12.00	MO		
4009	Bio/Chemo/Sharps/RX Waste Removal – <b>ADEC- Data Point</b> (est. 590 lbs annually)	12.00	MO		

<b>4010</b>	12.00	MO	_____	_____
Bio/Chemo/Sharps/RX Waste Removal - <b>NCFC</b> (est. 3130 lbs annually)				
<b>4011</b>	12.00	MO	_____	_____
Bio/Chemo/Sharps/RX Waste Removal - <b>Shavano Park OPC</b> (est. 117 lbs annually)				
<b>4012</b>	12.00	MO	_____	_____
Bio/Chemo/Sharps/RX Waste Removal - <b>VOPC</b> (est. 1547 lbs annually)				
<b>4013</b>	12.00	MO	_____	_____
Bio/Chemo/Sharps/RX Waste Removal - <b>PTRP</b> (est. 10 lbs annually)				
<b>4014</b>	12.00	MO	_____	_____
Bio/Chemo/Sharps/RX Waste Removal - <b>Fisher House</b> (est. 163 lbs annually)				
				<b>Option Year 4 Total \$</b> _____

**Base and all Options Total \$** \_\_\_\_\_

**PERFORMANCE WORK STATEMENT (PWS)****Regulated Medical Waste Removal and Full Service Re-usable Sharps Container  
Management Program****For****South Texas Veterans HealthCare System (STVHCS)****I. GENERAL REQUIREMENTS:**

- A. **Scope of Work:** The Contractor shall provide all personnel, equipment, tools, materials, vehicles, supervision, and other items and services necessary to perform Regulated Medical Waste Removal, Full-Service Sharps Management Program, Non-Hazardous Pharmaceutical Removal and Final Disposal for the South Texas Veterans Health Care System (STVHCS).
- B. This requirement is based on the needs of the government and can be modified during the performance period (Base Year + 4 Option Years) to comply with the current conditions of the healthcare system and its associated facilities outlined within this Performance Work Statement.
- C. **Performance Period:** The contractor shall complete the work required under this PWS upon the award of this contract, unless otherwise directed by the Contracting Officer (CO). If the contractor proposes an earlier date, and the Government accepts the contractor's proposal, the contractor's proposed date shall prevail.
- D. **Type of Contract:** This is a firm fixed price contract with one base year, plus four option years.
- E. **Schedule of Services:** Below is an anticipated schedule of services for the Base Year of the contract. Option Years are anticipated.

CLIN	DESCRIPTION	QTY	UNIT
<b>BASE PERIOD: September 1, 2018 – August 31, 2019</b>			
001	Single-Use Pharmaceutical Containers	12	Month
002	Bio/Chemo/Sharps/RX Waste Removal - ALMD	12	Month
003	Bio/Chemo/Sharps/RX Waste Removal - KMC	12	Month
004	Bio/Chemo/Sharps/RX Waste Removal - FTOPC	12	Month
005	Bio/Chemo/Sharps/RX Waste Removal – Balcones Heights Gold	12	Month
006	Bio/Chemo/Sharps/RX Waste Removal - Balcones Heights Silver	12	Month
007	Bio/Chemo/Sharps/RX Waste Removal - SBOPC	12	Month

008	Bio/Chemo/Sharps/RX Waste Removal - Villa Serena	12	Month
009	Bio/Chemo/Sharps/RX Waste Removal – ADEC-Data Point	12	Month
010	Bio/Chemo/Sharps/RX Waste Removal - NCFC	12	Month
011	Bio/Chemo/Sharps/RX Waste Removal - Shavano Park OPC	12	Month
012	Bio/Chemo/Sharps/RX Waste Removal - VOPC	12	Month
013	Bio/Chemo/Sharps/RX Waste Removal - PTRP	12	Month
014	Bio/Chemo/Sharps/RX Waste Removal - Fisher House	12	Month

**F. South Texas Veterans Health Care System facilities:**

1. Audie L. Murphy Division (ALMD), 7400 Merton Minter Blvd, San Antonio, Texas, 78229-4404
2. Kerrville Medical Center (KMC), 3600 Memorial Blvd, Kerrville, Texas, 78028
3. Frank Tejada Outpatient Clinic (FTOPC), 5788 Eckert Road, San Antonio, Texas 78240
4. Balcones Heights Outpatient Clinic-Gold (BHOPC-G), 4522 Fredericksburg Rd, San Antonio TX 78201-6549
5. Balcones Heights Outpatient Clinic-Silver (BHOPC-S), 4522 Fredericksburg Rd, San Antonio TX 78201-6549
6. South Bexar Outpatient Clinic (SBOPC), 4610 E. Southcross Blvd, San Antonio, TX 78222
7. Villa Serena, 4455 Horizon Hill Blvd San Antonio, Texas, 78229-4404
8. Audiology, Dental and Eye Clinic (ADEC), 8410 Data Point, San Antonio, TX 78284
9. North Central Federal OPC (NCFC), 17440 Henderson Pass, San Antonio, TX 79232
10. Shavano Park OPC (SPOPC), 4350 Lockhill Selma Rd, San Antonio TX 78249-2166
11. Victoria Outpatient Clinic (VOPC), 1502 E. Airline Suite 40, Victoria, Texas 77901
12. Poly-Trauma Rehab Program (PTRP), 4949 Gus Eckert Rd, San Antonio, TX 78240
13. Fisher House, 7485 Wurzbach Parkway, San Antonio, TX 78229

**ESTIMATED (ANNUAL) REQUIREMENTS BY SITE:**

<b><u>Facility</u></b>	<b><u>Annual Regulated Medical Waste as Reported from Manifests in Lbs</u></b>	<b><u>Removal and Delivery Schedules</u></b>
Audie Murphy VA Hospital	Red Bag and Sharps = 226,827 Trace Chemo = 6,879 Path Waste = 3,265 Pharma Waste = 14,748 <b>Total RMW = 251,719</b>	Daily  Note: Sharps service technician is required to be on site daily.
Kerrville VA Hospital	19,754	Weekly
Frank Tejeda OPC	Red Bag = 1,806 Trace Chemo = 541 Path Waste = 397 <b>Total RMW = 2,744</b>	Weekly
North Central Fed Clinic	3,130	Weekly
Victoria OPC	1,547	Weekly
Datapoint Dental Clinic	491	Weekly
Datapoint Eye Clinic	99	Weekly
Balcones Heights	275	Weekly

Shavano Park	117	Weekly
South Bexar	790	Weekly
Villa Serena	54	Bi-Weekly
Polytrauma Transitional	10	Monthly
Fisher House	10	Monthly

G. Sites identified in paragraph F may have different waste streams, volumes, and operation characteristics.

H. The Contractor shall be responsible for ensuring their proposed service solution will effectively achieve performance requirements.

## II. SPECIFIC REQUIREMENTS

- A. Pricing shall include ALL cost associated with a full-service sharps management program and per pound rate for full cost through final disposal of medical waste. Pricing will be listed in each CLIN line item.
- B. System and/or equipment procedures designed by the Contractor shall ensure separation and preparation of waste streams for removal through final disposal.
- C. The Contractor shall provide a contingency plan for the disposal of medical waste. Provide recommendations and solutions to ensure the facilities develop onsite treatment of Medical Waste Disposal, Sharps Disposal, Used Needle Disposal, Bio-hazard Disposal, Regulated Waste Disposal, Bio-hazard cleanup infectious waste disposal for Catastrophic Disaster (Pandemic Influenza Plan, Fire, Flood or terrorism).
- D. The Contractor's method shall also encourage **recycling** to the greatest extent possible. Any reduction in the volume of waste disposed and/or an increase in items recycled are encouraged.



**E. Sharps Containers:**

1. **The Contractor shall provide a full-service sharps management program to include the recycling of sharps containers.**
2. The Contractor shall be solely responsible to ensure the using area/rooms have satisfactory capacity for disposal of sharps between servicing and adequate supply of sharps containers during each service period.
3. The Contractor shall supply flame retardant reusable sharps containers to meet National Fire Protection Association (NFPA) regulations for patient room installation.
4. The Contractor is responsible for all sharps container inventory levels, ensuring that all required containers are available during each service period.
5. Sharps containers must be checked routinely to ensure they are not allowed to overfill and cause risk of needle-stick injuries. It is recommended, that containers be collected when they are 3/4 full.
6. The Contractor assumes all responsibility for the routine collection, in-house transportation, and for disposal or recycling and final destruction.
7. Contractor shall provide outer cabinets and containers that comply with Federal, state and local regulations regarding labeling.
8. Contractor shall be responsible for the cleaning of the cabinets for the sharps containers. All containers and or cabinets will be clearly labeled with the Biohazard symbol and the word BIOHAZARD.
9. Contractor shall provide reusable sharps containers, container outer cabinets, outer cabinet installation, equipment, and proper vehicles as legally required, for the transportation of sharps waste to disposal site(s). Contractor vehicles shall be operated only by licensed operators and only on paved roadways, unless otherwise authorized by the VA Contracting Officer Representative's (COR's).
10. Contractor shall provide and install uniform outer cabinets for all wall mounted container sizes. Outer cabinets must enclose the sides and bottom portions of all containers to ensure safety and aesthetics. Contractor shall provide outer cabinets that incorporate a key locking system to ensure that no wall mounted container is removed by unauthorized personnel.
11. Contractor shall supply sharps containers which have horizontal/direct drop openings, are rigid, heavy duty, puncture resistant, leak proof on sides and bottom and able to be closed for transport. Containers must be secured throughout the entire process.
12. Contractor shall supply sharps containers with a viewing top so that clinicians can see the level of sharps in the container while remaining aesthetically pleasing to patients and visitors.
13. Contractor shall be solely responsible to ensure service of any pharmaceutical cactus sinks that may be installed and ensure replacement cartridges are installed as needed for each service period.

**F. Medical Waste Containers:**

1. The Contractor shall provide Type I Medical Waste containers/tubs to include the red liner biohazard bags, appropriate packaging labels, and cardboard boxes.

2. The contractor for the packaging of medical waste for transportation shall provide reusable containers.
3. The Contractor assumes all responsibility for the daily collection, in-house transportation, and for disposal or recycling and final destruction of medical and pharmaceutical waste.
4. The contractor shall ensure storage, pick up, transportation and disposals are performed in accordance with all local, state, and federal laws, regulations and codes.
5. Transport carts to service all VA facilities shall be provided by the contractor, all carts shall be disinfected after each use.

**Red:**

Medium 2-gallon container

Large 3.5-gallon container

Extra-Large 8-gallon trap top container

Extra-Large 8-gallon funnel top container

17-gallon container

**Yellow:**

17-gallon container

**White:**

17-gallon container

**G. Documentation:**

1. An EPA approved manifest shall be provided to each location when medical wastes are picked up by the Contractor.
2. Within 45 calendar days of pickup, Contractor shall submit a certificate of destruction of the medical waste destroyed in accordance with EPA regulations. The report shall be prepared for each location and provided to each location. **Please note that payment for services will not be rendered until official certificate of destruction is provided.**
3. The Contractor shall coordinate marking, packaging, and provide proof of disposition for medical waste, antineoplastic drugs, and pathological waste, in strict accordance with all local, state, and federal laws.
4. The Contractor shall provide VA COR's with documented proof that transportation and disposal of such waste is in conformity and in accordance with all applicable legal requirements. Proof of all legally required permits, licenses, insurance, manifests, or any other documentation so required by law, shall be provided and furnished to the VA CORs.
5. The Contractor shall provide necessary documentation to ensure compliance with Joint Commission requirements related to items under this contract.

- H. It shall be the responsibility of the Contractor to notify the VA CORs of any change or alteration to Contractor's permits and licenses for facilities, (including but not limited to disposal sites), or for any change in status which may affect Contractor's performance and particular in performance of obligations under this contractual agreement.
- I. The Contractor's services, as required by this contract, shall be in accordance with all Department of Transportation (DOT), Environmental Protection Agency (EPA), Department of Health (DOH), Department of Environmental Conservation (DEC), Food and Drug Administration (FDA) and applicable Federal, State and Municipal governmental regulations and codes that are applicable, but different in scope, are to be all complied with and shall be strictly adhered to, shall include:
1. Transporter must provide water-resistant labeling on all containers of regulated waste with the following information: Name of Transporter or immediate handler and State permit or identification number of the transporter.
  2. No intermediate handlers or subcontracting of collection and/or transportation is allowed without obtaining prior approval from the VA CORs.
  3. Contractor shall sign, date, and furnish a copy of the manifest, prior to any medical regulated waste leaving the pickup sites. The manifest will be broken down to reflect the amount of sharps and medical waste being disposed. Contractor shall certify that the manifest data matches the load to be removed, deliver the waste to an authorized facility, and sign the manifest to verify that medical waste has been delivered. Contractor shall also maintain a copy of the manifest for their records, return all remaining copies of the manifest to the generator, assuring final disposal.
- J. The VA reserves the right to inspect Contractor's facility site(s), equipment, and disposal facilities at any time. After contract award, the Contractor shall be required to provide an annual site visit of their respective disposal/recycling sites, to verify capability and compliance.
- K. Contractor's pick-up schedules shall be coordinated with the COR.
- L. Contractor, upon request, shall provide all locations with the following reusable sharps containers, outer cabinets, and/or wire racks in approximate size, locations, and quantities.
- M. **Regulatory Guidance:** Contractor's reusable sharps containers, collection, reprocessing of containers and disposal of waste must comply with all applicable Federal, State and local regulations including but not limited to the following standards:
1. Occupational Safety and Health Administration (OSHA), including but not limited to Blood Borne Pathogens Standard 29 CFR 1910 and 1030, and the Needle Stick Safety and Prevention Act HR 5178 as it specifically relates to reusable sharps containers.

2. Department of Environmental Conservation (DEC), Food and Drug Administration (FDA) including, but not limited to Title 21 of the Code of Federal Regulation (CFR) and Quality Systems Regulation (QSR) with regard to reprocessing, validation reporting and annual registering for all equipment used to release medical equipment into commerce.
3. **Federal, state and local regulations:**
  - The United States Environmental Protection Agency (EPA) rules and guidelines
  - The National Environmental Policy Act (NEPA), 42 USC, §§4321 - 4370e (1969, as amended).
  - The Resource Conservation and Recovery Act (RCRA), 42 USC, §§6901 - 6991i (1976, as amended).
  - The Texas Solid Waste Disposal Act (TSWDA)-, THSC, Chapter 361. Clean Water Act, Federal Water Pollution Control Act (CWA), 33 USC, §§1251 -1387 (1977, as amended).
  - The Texas Administrative Procedure Act (APA)-, Texas Government Code, Chapter 2001.

### **III. CONTRACTOR SUBMITTALS:**

- A. Contractor shall have sufficient backup equipment and manpower to perform contractual obligation under adverse or emergency conditions and such backup equipment and manpower shall be listed on the equipment and manpower list submitted with proposal.
- B. Contractor shall have and submit with proposal, a listing of disposal site(s), backup disposal site(s), along with copy of permits. Contractor shall submit backup disposal site(s) permits annually thereafter. Contractor's pick up schedules shall be coordinated with COR.
- C. Contractor shall supply documentation assuring that all its employees are trained according to applicable Federal, State and local regulations and supply training updates to COR.
- D. The Contractor will provide a transition plan for coverage of all locations that use bio-waste containers and the process to expand total containers due to increased work load or establishment of new clinical space.

### **IV. EQUIPMENT MAINTENANCE:**

- A. The contractor shall maintain all contractor provided containers ensuring they are free of unpleasant odors, dirt, debris, and pests.
- B. All containers must remain in good, workable condition. They shall remain easily accessible to customers.
- C. The contractor shall perform all cleaning, painting, repair and other maintenance tasks off-site.

**V. PERSONNEL REQUIREMENTS:**

- A. The Contractor shall designate and provide name(s) and phone numbers of contact person (s), and a backup, as representatives of the Contractor. The Contractor shall provide qualified employees who will conduct and/or supervise the removal and pickup of all regulated sharps waste from all CTVHS locations.
- B. Contractor shall ensure their personnel working at the facilities specified herein; possess basic proficiency in spoken and written English. Contractor personnel must wear identifying uniforms and employee badges.
- C. All conduct of contract personnel shall be respectable and sensitive to patients, visitors and VA Personnel.

**STX671-01 LOW RISK-CONTRACTOR PERSONNEL SECURITY REQUIREMENTS  
(May 2010)**

1. All contractor employees who require access to the Department of Veterans Affairs' computer systems or routine access to VA Facilities shall be the subject of a background investigation and must receive a favorable adjudication from the VA Office of Security and Law Enforcement prior to contract performance. This requirement is applicable to all subcontractor personnel requiring the same access.

1.1 Position Risk and Sensitivity Designations – Shall be determined by Contracting Officer's Representative (COR) in accordance with VHA Directive 0710 Appendix A. The position sensitivity for this contract has been designated as **LOW RISK**. A position designated as Low Risk requires a National Agency Check with Inquires (NACI).

2. Contractor Responsibilities:

2.1. The contractor shall prescreen all personnel requiring access to the computer systems or routine access to VA facilities to ensure they maintain a U.S. citizenship and are able to read, write, speak and understand the English language.

2.2. After award and prior to contract performance, contractor shall submit to the Contracting Officer's Representative all required information to initiate background check by completing the latest version of Local Background Check Request Form for each employee providing services under this contract. This form shall be provided by the COR.

2.3. Contractor shall notify the COR prior to changing/adding new contract personnel by submitting a new Local Background Check Request Form.

2.4. The Contractor, when notified of an unfavorable determination by the Government shall withdraw the employee from consideration of working under this contract.

2.5. The contractor shall submit the following required forms to the VA Office of Security and Law Enforcement as outlined within automatic email notification identifying the web site link following the detailed instructions regarding completion of the application process. This includes:

2.5.1. Standard Form 85, Questionnaire for Non-Sensitive Positions

2.5.2. If needed, Continuation Sheet for Questionnaires Standard Form 86A

2.5.3. FD 258, U.S. Department of Justice Fingerprint Applicant Chart; **OR** schedule to have electronic fingerprints as coordinated by COTR

2.5.4. VA Form 0710, Authority for Release of Information Form

2.5.5. 2 copies Optional Form 306, Declaration for Federal Employment (one copy submitted to office conducting electronic fingerprinting)

2.6. The Contractor shall ensure that all personnel requiring computer access will complete the VA's Cyber Security Training and Privacy training prior to obtaining computer access and annually thereafter.

2.7. Failure to comply with the contractor personnel security requirements may result in termination of the contract.

### 3. Government Responsibilities:

3.1. The VA Office of Security and Law Enforcement will provide the necessary forms to the contractor or to the contractor's employees after receiving a background investigation request. The COR shall submit Local Background Check Request Form to Contracting to initiate request in the Contractor Request Database (CRD).

3.2. Upon receipt, the VA Office of Security and Law Enforcement will review the completed forms for accuracy and forward the forms to OPM to conduct the background investigation. The forms will be returned to the Contractor if incomplete or inaccurate.

3.3. The VA Office of Security and Law Enforcement will notify the Contracting Office and contractor after adjudicating the results of the background investigations received from OPM.

3.4. The Contracting Office will file and secure evidence that investigations have been completed or are in the process of being requested appropriately.

3.5. The COR shall ensure that all personnel requiring computer access have completed the VA's Cyber Security Training and VA's General Privacy Training and signed Rules of Behavior, prior to obtaining computer access and annually thereafter; hard copies provided to contract officer by contract number.

### **STX671-02 Personal Security Verification (PIV) Card and/or Security Badge Requirements for Contractor Employees (FEB 2010)**

1. *Definitions.* As used in this clause –

1.1. *Access* means routine, unescorted physical entry into, and to the extent authorized, mobility within a Government facility. Also, it means the ability to obtain, view, read, modify, delete, and/or otherwise make use of information technology.

1.2. *Contractor employee* means an employee of the prime contractor or of any subcontractor, affiliate, partner, joint venture, or team members with which the contractor is associated. It also includes consultants engaged by any of those entities.

1.3. *Facility* and *Government facility* mean buildings, including areas within buildings, owned, leased, shared, occupied, or otherwise controlled by the federal government.

1.4. *Information technology* means any equipment or interconnected system or subsystem of equipment, including telecommunications equipment that is used in the automatic acquisition, storage, manipulation, management, movement, control, display, switching, interchange, transmission, or reception of data or information. This includes both major systems/applications and general support systems as defined by OMB Circular A-130, owned by VA or owned and operated on VA's behalf by another party.

## 2. *Access to VA Facilities or Systems.*

2.1. *General.* The performance of this contract requires contractor employees to have routine, unescorted access to VA facilities. All such employees who do not already possess a current Security Badge or PIV Card acceptable to VA shall be required to provide personal information, undergo an FBI National Criminal History Fingerprint Check, and obtain a Security Badge or PIV Card prior to being permitted access to any such facility in performance of this contract. No contractor employee will be permitted routine, unescorted access to a VA facility without a proper Security Badge or PIV Card.

2.2. *Citizenship-related requirements.* If required by the contract, each affected contractor employee as described in paragraph 1.2 shall be:

2.2.1. A United States (U.S.) citizen; or

2.2.2. A national of the United States (see 8 U.S.C. 1408); or

2.2.3. An alien lawfully admitted into the United States for permanent residence as evidenced by an Alien Registration Receipt Card Form I-151.

## 3. *Background information.*

3.1. For each contractor employee that has access to VA facilities or systems, the contractor shall coordinate with assigned Contracting Officer's Representative (COR) to schedule electronic finger printing and initiate a Special Agreement Check (SAC). The COR will provide instructions to the contractor regarding the local procedures for fingerprinting and obtaining Security Badges or PIV Cards.

3.2. After completion of the fingerprint check, the Contracting Officer will notify the contractor in writing if any contractor employee is determined to be unsuitable to be given access to a government facility or VA system. If so notified, the contractor shall not allow such employees to perform work on this contract.

## 4. *Security Badge or PIV Cards.*

4.1. VA will issue a Security Badge or PIV Card to each contractor employee who is to be given routine, unescorted access to VA facilities or access to VA systems and does not

already possess a Security Badge or PIV Card. Contractor employees that require logical access and email address in VA systems, access to sensitive records, sensitive physical access or common physical access **of greater than 6 months**, or **considered as a fulltime equivalent** will require PIV Card, requiring background investigation (NACI) and SAC.

4.2. VA will issue Non-PIV Security Badges to contractor employees that require logical access with no email address in VA systems, access to sensitive records, sensitive physical access or common physical access **of less than 6 months**, or **not considered as a fulltime equivalent** will require non-PIV Card, requiring SAC. This card is issued with expiration date of 6 months or less.

4.3. Security Badge or PIV Cards shall identify individuals as contractor employees. Contractor employees shall display their Security Badge or PIV Cards on their persons at all times while working in a VA facility and shall present their cards for inspection upon request by VA officials or VA security personnel.

4.4. The contractor shall be responsible for all Security Badge or PIV Cards issued to the contractor's employees and shall immediately notify the COR if any Security Badge or PIV Card(s) cannot be accounted for. The contractor shall notify the COR immediately whenever any contractor employee no longer has a need for his/her VA-issued Security Badge or PIV Card (e.g., employee terminates employment with the contractor, employee's duties no longer require access to VA facilities). In such cases, the COR will instruct the contractor on how to return the Security Badge or PIV Card. Upon expiration of this contract, the COR will instruct the contractor on how to return all VA-issued Security Badge or PIV Cards not previously returned. The contractor shall not return Security Badge or PIV Cards to any person other than the COR.

5. *Control of access.* VA shall have and exercise full and complete control over granting, denying, withholding, and terminating access of contractor employees to VA facilities and systems. The Contracting Officer will notify the contractor immediately when VA has determined that an employee is unsuitable or unfit to be permitted access to a VA facility or system. The contractor shall immediately notify such an employee that he/she no longer has access to any VA facility or system, shall retrieve the employee's Security Badge or PIV Card from the employee, and shall provide a suitable replacement employee in accordance with the requirements of this clause. The VA will not give the contractor the reason for requiring the removal of the unsuitable contractor employee but can provide the applicant the phone number to call the FBI to receive a copy of the SAC report used for this determination. The Government shall not be responsible for any costs incurred by the contractor as a result of removing such employee from the subject contract.

6. *Termination.* Failure on the part of the Contractor to comply with the terms of this clause may result in termination of this contract for default.

- a. All contract personnel shall be instructed that smoking is prohibited in building and only allowed in designated outside smoking areas as identified.



- b. All conduct of contract personnel shall be respectable and sensitive to patients, visitors and VA Personnel.

**VI. QUALITY CONTROL:**

- A. The contractor shall develop and maintain a quality control program to ensure refuse services are performed in accordance with commonly accepted commercial practices.
- B. The contractor shall develop and implement procedures to identify, prevent, and ensure non-recurrence of defective service.
- C. The contractor shall provide sample of their quality control plan to the Contracting Officer with their proposal.

**VII. QUALITY ASSURANCE:**

- A. The government will periodically evaluate the contractor's performance by appointing a COR (Contracting Officer's Representative) to monitor performance to ensure services are received.
- B. The COR will evaluate the contractor's performance through intermittent on-site inspections of the contractor's quality control program and complaints from customer personnel.
- C. The government may inspect each task as completed or increase the number of quality control inspections if deemed appropriate because of repeated failures discovered during quality control inspections or because of repeated customer complaints.
- D. As stated above, the contractor shall be responsible for their own internal Quality Control Program. The Government will perform surveillance of the contractor's performance using this Performance Work Statement and the Performance Requirements Summary (see Technical Exhibit 1) below to determine if the contractor exceeds, meets, or does not meet these standards. The fact that the government is performing surveillance of the contractor's performance does not in any way relieve the contractor from performing their own surveillance and maintaining acceptable quality levels.

**Performance Requirements Summary Matrix:**

The government shall use these standards to determine contractor performance and shall compare contractor performance to the Acceptable Quality Level (AQL).

**Technical Exhibit 1**

<b>Performance/Requirement Indicator</b>	<b>Performance Standard</b>	<b>Performance Measure (AQL)</b>	<b>Monitoring Method/Method of Surveillance</b>	<b>Incentive</b>
Waste collection/pickup for both RMW and Sharps (PWS Sections I.F and II)	Within time specified	100% (no deviation)	Direct observation, random sampling by COR and customer complaints	Positive Past Performance & exercise of option periods
Disposal of Waste (PWS Section II)	Dispose of in accordance with OSHA, EPA, & local, state, and federal regulations	100% (no deviation)	Direct observation and random sampling by COR	Positive Past Performance & exercise of option periods
Provide hard copy documentation (manifest sheets) to the COR, indicating time and date of pickup, time and date of incineration, and weight of each container received at the time of pick up. (PWS Section II. G.)	Provide at the time of pickup	100% (no deviation)	Direct observation and random sampling by COR	Positive Past Performance & exercise of option periods
Within 45 calendar days of pickup, Contractor shall submit a certificate of destruction of the medical waste destroyed in accordance with EPA regulations. (PWS Section II. G)	Final Documents received within 45 calendar days after pickup	100% (no deviation)	Direct observation and random sampling by COR	Positive Past Performance & exercise of option periods

## **VIII. INFORMATION SECURITY REQUIREMENTS:**

### **A. The COR and the Contractor will assure that-**

1. No other information except what is in this contract will be shared with the contractor in any follow up communication.
2. None of the information in this contract includes Protected Health Information (PHI) or Individually Identifiable Information (III).
3. Contractor will be escorted by a VA Employee as necessary.

### **B. **PRIVACY:**** Upon the incidental discovery of any patient sensitive information found during the term of this contract, the contractor shall secure the material and notify the COR immediately. The Facility Privacy Officer and COR shall make the necessary arrangements to retrieve the material such as (Patient medical records, and documents with SSN and Names).

### **C. **INFORMATION SYSTEMS OFFICER, INFORMATION PROTECTION:**** The contractor **will not** have access to VA Desktop computers nor will they have access to online resources belonging to the government while conducting services. If removal of equipment from the VA is required, any memory storage devices, such as hard drives, solid state drives and non-volatile memory units will remain in VA control and will not be removed from VA custody.

### **D. RECORDS MANAGER:**

1. Citations to pertinent laws, codes and regulations such as 44 U.S.C Chapter 21 ,29, 31 and 33; Freedom of Information Act (5 U.S.C. 552); Privacy Act (5 U.S.C. 552a); 36 CFR Part 1222 and Part 1228.
2. Contractor shall treat all deliverables under the contract as the property of the U.S. Government for which the Government Agency shall have unlimited rights to use, dispose of, or disclose such data contained therein as it determines to be in the public interest.
3. Contractor shall not create or maintain any records that are not specifically tied to or authorized by the contract using Government 'IT' equipment and/or Government records.
4. Contractor shall not retain, use, sell, or disseminate copies of any deliverable that contains information covered by the Privacy Act of 1974 or that which is generally protected by the Freedom of Information Act.

5. Contractor shall not create or maintain any records containing any Government Agency records that are not specifically tied to or authorized by the contract.

6. The Government Agency owns the rights to all data/records produced as part of this contract.

7. The Government Agency owns the rights to all electronic information (electronic data, electronic information systems, electronic databases, etc.) and all supporting documentation created as part of this contract. Contractor must deliver sufficient technical documentation with all data deliverables to permit the agency to use the data.

8. Contractor agrees to comply with Federal and Agency records management policies, including those policies associated with the safeguarding of records covered by the Privacy Act of 1974. These policies include the preservation of all records created or received regardless of format [paper, electronic, etc.] or mode of transmission [e-mail, fax, etc.] or state of completion [draft, final, etc.].

9. No disposition of documents will be allowed without the prior written consent of the Contracting Officer. The Agency and its contractors are responsible for preventing the alienation or unauthorized destruction of records, including all forms of mutilation. Willful and unlawful destruction, damage or alienation of Federal records is subject to the fines and penalties imposed by 18 U.S.C. 2701. Records may not be removed from the legal custody of the Agency or destroyed without regard to the provisions of the agency records schedules.

10. Contractor is required to obtain the Contracting Officer's approval prior to engaging in any contractual relationship (sub-contractor) in support of this contract requiring the disclosure of information, documentary material and/or records generated under or relating to this contract. The Contractor (and any sub-contractor) is required to abide by Government and Agency guidance for protecting sensitive and proprietary information.

**11. Compliance with Hospital Policies and Procedures:** Contractor's will adhere to all hospital policies and procedures related to non-smoking except in designated areas and the requirement for using I.D. badges. In addition, the contractor must also adhere to the Information Security, Records Management and Privacy local and national policies prescribed herein:

**12. Information Systems Officer, Information Protection:** The contractor will not have access to VA desktop computers nor will they have access to online resources belonging to the government while conducting services in the application of complex adaptive systems theory to health care organizations. The certification and accreditation requirements do not apply to this procurement nor is a security accreditation package required.

**IX. PROGRAM OFFICE POINTS OF CONTACT:**

- A. **Contracting Officer's Representative (COR):** Maria D. Kennedy, Administrative Officer – EMS, 210-617-5142, [maria.kennedy3@va.gov](mailto:maria.kennedy3@va.gov)
- B. **Supervisory POC:** Nicholas B. Thomas., Deputy Chief – EMS, 210-617-5300 x15142, [nicholas.thomas@va.gov](mailto:nicholas.thomas@va.gov)

**END OF PERFORMANCE WORK STATEMENT**

## SECTION C - CONTRACT CLAUSES

### C.1 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:

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

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

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

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

☐ (5) [Reserved]

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

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

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

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

- ☐ (10) [Reserved]
- ☐ (11)(i) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (NOV 2011) (15 U.S.C. 657a).
- ☐ (ii) Alternate I (NOV 2011) of 52.219-3.
- ☐ (12)(i) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (OCT 2014) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).
- ☐ (ii) Alternate I (JAN 2011) of 52.219-4.
- ☐ (13) [Reserved]
- ☐ (14)(i) 52.219-6, Notice of Total Small Business Set-Aside (NOV 2011) (15 U.S.C. 644).
- ☐ (ii) Alternate I (NOV 2011).
- ☐ (iii) Alternate II (NOV 2011).
- ☐ (15)(i) 52.219-7, Notice of Partial Small Business Set-Aside (June 2003) (15 U.S.C. 644).
- ☐ (ii) Alternate I (Oct 1995) of 52.219-7.
- ☐ (iii) Alternate II (Mar 2004) of 52.219-7.
- ☒ (16) 52.219-8, Utilization of Small Business Concerns (NOV 2016) (15 U.S.C. 637(d)(2) and (3)).
- ☐ (17)(i) 52.219-9, Small Business Subcontracting Plan (JAN 2017) (15 U.S.C. 637(d)(4)).
- ☐ (ii) Alternate I (NOV 2016) of 52.219-9.
- ☐ (iii) Alternate II (NOV 2016) of 52.219-9.
- ☐ (iv) Alternate III (NOV 2016) of 52.219-9.
- ☐ (v) Alternate IV (NOV 2016) of 52.219-9.
- ☐ (18) 52.219-13, Notice of Set-Aside of Orders (NOV 2011) (15 U.S.C. 644(r)).
- ☐ (19) 52.219-14, Limitations on Subcontracting (JAN 2017) (15 U.S.C. 637(a)(14)).
- ☐ (20) 52.219-16, Liquidated Damages—Subcontracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).
- ☐ (21) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (NOV 2011) (15 U.S.C. 657f).
- ☒ (22) 52.219-28, Post Award Small Business Program Rerepresentation (Jul 2013) (15 U.S.C. 632(a)(2)).
- ☐ (23) 52.219-29, Notice of Set-Aside for, or Sole Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (DEC 2015) (15 U.S.C. 637(m)).

☐ (24) 52.219-30, Notice of Set-Aside for, or Sole Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (DEC 2015) (15 U.S.C. 637(m)).

☒ (25) 52.222-3, Convict Labor (June 2003) (E.O. 11755).

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

☒ (27) 52.222-21, Prohibition of Segregated Facilities (APR 2015).

☒ (28) 52.222-26, Equal Opportunity (SEP 2016) (E.O. 11246).

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

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

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

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

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

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

☒ (34) 52.222-54, Employment Eligibility Verification (OCT 2015). (E. O. 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)

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

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

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

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

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

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

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

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



- ☐ (40) 52.223-15, Energy Efficiency in Energy-Consuming Products (DEC 2007)(42 U.S.C. 8259b).
- ☐ (41)(i) 52.223-16, Acquisition of EPEAT®-Registered Personal Computer Products (OCT 2015) (E.O.s 13423 and 13514).
- ☐ (ii) Alternate I (JUN 2014) of 52.223-16.
- ☒ (42) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (AUG 2011)
- ☐ (43) 52.223-20, Aerosols (JUN 2016) (E.O. 13693).
- ☐ (44) 52.223-21, Foams (JUN 2016) (E.O. 13693).
- ☐ (45) (i) 52.224-3, Privacy Training (JAN 2017) (5 U.S.C. 552a).
- ☐ (ii) Alternate I (JAN 2017) of 52.224-3.
- ☐ (46) 52.225-1, Buy American—Supplies (MAY 2014) (41 U.S.C. chapter 83).
- ☐ (47)(i) 52.225-3, Buy American—Free Trade Agreements—Israeli Trade Act (MAY 2014) (41 U.S.C. chapter 83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43).
- ☐ (ii) Alternate I (MAY 2014) of 52.225-3.
- ☐ (iii) Alternate II (MAY 2014) of 52.225-3.
- ☐ (iv) Alternate III (MAY 2014) of 52.225-3.
- ☐ (48) 52.225-5, Trade Agreements (OCT 2016) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).
- ☒ (49) 52.225-13, Restrictions on Certain Foreign Purchases (JUN 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).
- ☐ (50) 52.225-26, Contractors Performing Private Security Functions Outside the United States (OCT 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).
- ☐ (51) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).
- ☐ (52) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).
- ☐ (53) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).
- ☐ (54) 52.232-30, Installment Payments for Commercial Items (JAN 2017) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).
- ☒ (55) 52.232-33, Payment by Electronic Funds Transfer—System for Award Management (Jul 2013) (31 U.S.C. 3332).

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

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

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

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

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

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

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

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

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

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

Employee Class	Monetary Wage-Fringe Benefits
<b>Laborer (WG2)</b>	\$15.35
Truck Driver - Medium (WG 7)	\$21.95

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(End of Clause)

## **C.2 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)**

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 15 CALENDAR DAYS BEFORE THE END OF THE PERFORMANCE PERIOD.

(End of Clause)

### **C.3 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)**

(a) The Government may extend the term of this contract by written notice to the Contractor within 15 CALENDAR DAYS BEFORE THE END OF THE PERFORMANCE PERIOD; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 30 CALENDAR 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 5 years.

(End of Clause)

### **C.4 SUPPLEMENTAL INSURANCE REQUIREMENTS**

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

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

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

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

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

(End of Clause)

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

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

(End of Clause)

## **C.6 VAAR 852.219-10 VA NOTICE OF TOTAL SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS SET-ASIDE (JUL 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.7 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.8 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 TEXAS. Further, it is agreed that any negligence of the Government, its officers, agents, servants and employees, shall not be the responsibility of the contractor hereunder with the regard to any claims, loss, damage, injury, and liability resulting there from.

(End of Clause)

## **C.9 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>  
<https://www.va.gov/oal/library/vaar/>

(End of Clause)

<b><u>FAR Number</u></b>	<b><u>Title</u></b>	<b><u>Date</u></b>
52.203-17	CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS	APR 2014
52.204-4	PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER	MAY 2011
52.204-9	PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL	JAN 2011
52.204-18	COMMERCIAL AND GOVERNMENT ENTITY CODE MAINTENANCE	JUL 2016
52.212-4	CONTRACT TERMS AND CONDITIONS—COMMERCIAL ITEMS	JAN 2017
52.228-5	INSURANCE—WORK ON A GOVERNMENT INSTALLATION	JAN 1997
52.232-40	PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS	DEC 2013



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

- A. Attachment 1 – Corporate Experience Form
- B. Attachment 2 - Past Performance Questionnaire
- C. Attachment 3 – Limitations on Subcontracting Acknowledgement Form
- D. Attachment 4 - SCA Wage Determination – WD 96-0223 / 1996-0223 Hazardous Waste Pickup/Disposal Services

## SECTION E - SOLICITATION PROVISIONS

### E.1 52.209-7 INFORMATION REGARDING RESPONSIBILITY MATTERS (JUL 2013)

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

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

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

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

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

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

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

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

- (i) In a criminal proceeding, a conviction.
- (ii) In a civil proceeding, a finding of fault and liability that results in the payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more.
- (iii) In an administrative proceeding, a finding of fault and liability that results in—
  - (A) The payment of a monetary fine or penalty of \$5,000 or more; or
  - (B) The payment of a reimbursement, restitution, or damages in excess of \$100,000.

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

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

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

(End of Provision)

## **E.2 52.212-1 INSTRUCTIONS TO OFFERORS—COMMERCIAL ITEMS (JAN 2017)**

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

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

- (1) The solicitation number;
- (2) The time specified in the solicitation for receipt of offers;
- (3) The name, address, and telephone number of the offeror;
- (4) A technical description of the items being offered in sufficient detail to evaluate compliance with the requirements in the solicitation. This may include product literature, or other documents, if necessary;
- (5) Terms of any express warranty;
- (6) Price and any discount terms;
- (7) "Remit to" address, if different than mailing address;
- (8) A completed copy of the representations and certifications at FAR 52.212-3 (see FAR 52.212-3(b) for those representations and certifications that the offeror shall complete electronically);
- (9) Acknowledgment of Solicitation Amendments;
- (10) Past performance information, when included as an evaluation factor, to include recent and relevant contracts for the same or similar items and other references (including contract numbers, points of contact with telephone numbers and other relevant information); and
- (11) If the offer is not submitted on the SF 1449, include a statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation. Offers that fail to furnish required

representations or information, or reject the terms and conditions of the solicitation may be excluded from consideration.

(c) *Period for acceptance of offers.* The offeror agrees to hold the prices in its offer firm for 30 calendar days from the date specified for receipt of offers, unless another time period is specified in an addendum to the solicitation.

(d) *Product samples.* When required by the solicitation, product samples shall be submitted at or prior to the time specified for receipt of offers. Unless otherwise specified in this solicitation, these samples shall be submitted at no expense to the Government, and returned at the sender's request and expense, unless they are destroyed during preaward testing.

(e) *Multiple offers.* Offerors are encouraged to submit multiple offers presenting alternative terms and conditions, including alternative line items (provided that the alternative line items are consistent with subpart 4.10 of the Federal Acquisition Regulation), or alternative commercial items for satisfying the requirements of this solicitation. Each offer submitted will be evaluated separately.

(f) Late submissions, modifications, revisions, and withdrawals of offers.

(1) Offerors are responsible for submitting offers, and any modifications, revisions, or withdrawals, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that offers or revisions are due.

(2)(i) Any offer, modification, revision, or withdrawal of an offer received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and—

(A) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of offers; or

(B) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or

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

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

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

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

extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

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

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

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

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

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

GSA Federal Supply Service Specifications Section

Suite 8100 470 East L'Enfant Plaza, SW

Washington, DC 20407

Telephone (202) 619-8925

Facsimile (202) 619-8978.

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

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

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

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

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

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

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

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

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

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

(j) *Unique entity identifier.* (Applies to all offers exceeding \$10,000, and offers of \$10,000 or less if the solicitation requires the Contractor to be registered in the System for Award Management (SAM) database.) The Offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation “Unique Entity Identifier” followed by the unique entity identifier that identifies the Offeror’s name and address. The Offeror also shall enter its Electronic Funds Transfer (EFT) indicator, if applicable. The EFT indicator is a four-character suffix to the unique entity identifier. The suffix is assigned at the discretion of the Offeror to establish additional SAM records for identifying alternative EFT accounts (see subpart 32.11) for the same entity. If the Offeror does not have a unique entity identifier, it should contact the entity designated at [www.sam.gov](http://www.sam.gov) for unique entity identifier establishment directly to obtain one. The Offeror should indicate that it is an offeror for a Government contract when contacting the entity designated at [www.sam.gov](http://www.sam.gov) for establishing the unique entity identifier.

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

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

(1) The agency's evaluation of the significant weak or deficient factors in the debriefed offeror's offer.

(2) The overall evaluated cost or price and technical rating of the successful and the debriefed offeror and past performance information on the debriefed offeror.

(3) The overall ranking of all offerors, when any ranking was developed by the agency during source selection.

(4) A summary of the rationale for award;

(5) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.

(6) Reasonable responses to relevant questions posed by the debriefed offeror as to whether source-selection procedures set forth in the solicitation, applicable regulations, and other applicable authorities were followed by the agency.

(End of Provision)

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

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

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

### INSTRUCTIONS TO OFFERORS

#### Submission of Offers:

All questions/RFI's must be in writing & emailed to [antonio.jackson@va.gov](mailto:antonio.jackson@va.gov) and cc [maria.kennedy3@va.gov](mailto:maria.kennedy3@va.gov). All questions/RFI's must be received no later than **August 10, 2018 at 12:00 Noon CST**. The Government reserves the right to not answer questions not meeting this timeline if doing so would result in an amendment requiring an extension of the solicitation and to extend would not be in the best interest of the Government. Please address your subject line as follows: **Regulated Medical Waste and Sharps Program - CTX**. Telephonic (verbal) questions Will Not be addressed. All responses to questions, which may affect offers, will be incorporated into a written amendment to the Solicitation.

**SUBMITTAL INSTRUCTIONS:** Submit the following in **TWO** separate files via email at [Antonio.jackson@va.gov](mailto:Antonio.jackson@va.gov). SUBMIT ONLY TO THE CO, ANTONIO JACKSON.

#### 1. PRICE QUOTE

##### Offer and Certifications

- a. Complete blocks 12, 17a, 30(a) (b) and (c) of the SF 1449. In doing so, the offeror accedes to the contract terms and conditions as written in the SOLICITATION, with attachments. The SOLICITATION constitutes the model contract.
- b. Complete Contractor information on page 3.
- c. Complete PRICE/COST SCHEDULE.
- d. Please be advised that to be eligible for award, Offerors are required to register their businesses at <https://www.sam.gov/portal/public/SAM/>.
- e. Any acknowledgement of Solicitation Amendments
- f. Include a Cover Letter on your company's letterhead.

#### 2. TECHNICAL OFFER

- a. Company Cover letter with introduction to your company
- b. Provide Factor 1 requirement: **Technical Capability** (as indicated under Selection Criteria)
- c. Provide Factor 2 requirement- **Past Performance** (as indicated under Selection Criteria)

**NOTE:** All documents must be scanned and emailed before the closing date and time in the solicitation. No other submission formats will be accepted. Due to limitations on our email server, please limit your file size to 10mb or under. You may split your submissions up and submit more than one email.

#### **SITE VISIT:**

Offerors are urged and expected to inspect the site where services are to be performed and to satisfy themselves regarding all general and local conditions that may affect the cost of contract performance, to the extent that the information is reasonably obtainable. **A ONE AND ONLY site visit** will be conducted on **Tuesday August 7, 2018 at 1 pm CST**. The address is **Audie L. Murphy VA Medical Center, 7400 Merton Minter Blvd, San Antonio, TX 78229, Main Hospital Bldg, Room GB013 (EMS Admin Office)**. Please email your intent to attend the site visit to [antonio.jackson@va.gov](mailto:antonio.jackson@va.gov).

(End of Addendum to 52.212-1)

### **E.3 52.212-2 EVALUATION--COMMERCIAL ITEMS (JAN 1999)**

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

#### **FACTOR 1: TECHNICAL CAPABILITY**

#### **FACTOR 2: PAST PERFORMANCE**

#### **FACTOR 3: PRICE**

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

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

#### **(d) SELECTION CRITERIA:**

1. The Government intends to make award without discussions. However, it may be determined necessary to conduct discussions if award cannot be made on the initial proposals submitted. In this case, the Technical Evaluation Team (TET) will need to identify what questions the TET feels need to be asked of the offeror in order for the TET to complete the evaluation and make a recommendation for award.
2. Contract award will be made based on both price and technical considerations most advantageous to the Government IAW FAR Part 13. The Government will evaluate offers to



determine technical acceptability and lowest overall price and price related factors utilizing the Lowest Priced Technically Acceptable (LPTA) process.

#### **FACTOR 1: TECHNICAL CAPABILITY (Minimum Requirements)**

- a. Provide a written plan detailing your firm's capability and approach to this project. Your plan shall address the following as a minimum: (No more than ten (10) full pages)
  - **Contractor shall have at a minimum five (5) years of experience relevant to the required work.**
  - A proposed service solution that will effectively achieve the performance requirements. The Contractor's method shall also encourage **recycling** to the greatest extent possible.
  - The Contractor shall provide a contingency plan for the disposal of medical waste. Provide recommendations and solutions to ensure the facilities develop onsite treatment of Medical Waste Disposal, Sharps Disposal, Used Needle Disposal, Bio-hazard Disposal, Regulated Waste Disposal, Bio-hazard cleanup infectious waste disposal for Catastrophic Disaster (Pandemic Influenza Plan, Fire, Flood or terrorism).
- b. Please also use Attachment 1 – Corporate Experience Form included with the solicitation to provide your firm's 3 most recent and relative awards/contracts.
- c. Provide a listing of disposal site(s), backup disposal site(s), along with copy of permits.
- d. Submit your firm's Federal, State or Local regulatory registration info/certification and/or document showing that your firm is an approved to handle regulated medical waste.
- e. Contractor shall supply documentation assuring that all its employees are trained according to applicable Federal, State and local regulations
- f. Provide Proof of Liability Insurance.
- g. Provide the completed Attachment 3 Limitations on Subcontracting Acknowledgement Form.

#### **FACTOR 2: PAST PERFORMANCE**

- a. This factor considers the quality of the Offeror's past performance in carrying out relevant work. Emphasis will be on recent, relevant past performance. Recent is defined as work performed within the last 5 years. Relevant is defined as work similar in size and scope of the work described in the Statement of Work.
- b. Provide (3) references of work, similar in scope with contact information, brief description of the work completed, and contract # (if relevant). References will be checked by the Contracting Officer or Contracting Officers Representative to ensure your company is capable of performing the Statement of Work.
- c. Provide a list of all agencies/companies/firms with whom the offeror is performing or has performed relevant work within the last 5 years.
- d. The following information should be included. (a) Agency/Company name. (b) Contract Dollar Value. (c) Period of Performance. (d) Name, Address, e-mail address, telephone & fax number of the reference.
- e. Past performance information shall also be obtained from other sources available to the Government to include, but not limited to, PPIRS (past performance retrieval system) or other databases; interviews with Program Managers, and other Contracting Officers.
- f. **Please utilize Attachment 5 – Past Performance Questionnaire.** The instructions are included within the questionnaire document.

**FACTOR 3: PRICE**

- a. In this factor, price will be evaluated for reasonableness, completeness, and fairness by comparing the proposed prices with the Independent Government Estimate and prices posed by other offerors.
- b. Base Year price, each Option Year Price, and Total price will be evaluated by the Government. In evaluating the offeror's proposed price for this project. The techniques and procedures described under FAR 12.209, Determination of Price reasonableness, will be the primary means of assessing proposal reasonableness.
- c. Provide prices on all line items listed on the Price/Cost Schedule.

(End of Provision)

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

The Government contemplates award of a Firm Fixed Price contract resulting from this solicitation.

(End of Provision)

**E.5 52.237-1 SITE VISIT (APR 1984)**

Offerors or quoters are urged and expected to inspect the site where services are to be performed and to satisfy themselves regarding all general and local conditions that may affect the cost of contract performance, to the extent that the information is reasonably obtainable. In no event shall failure to inspect the site constitute grounds for a claim after contract award.

(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:

CONTRACTING OFFICER

Hand-Carried Address:

Department of Veterans Affairs  
Network Contracting Office 17 (NCO 17)  
5441 Babcock Rd, Suite 302  
San Antonio TX 78240

Mailing Address:

Department of Veterans Affairs  
Network Contracting Office 17 (NCO 17)  
5441 Babcock Rd, Suite 302  
San Antonio TX 78240

(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 852.233-70 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.8 VAAR 852.233-71 ALTERNATE PROTEST PROCEDURE (JAN 1998)**

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

(End of Provision)

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

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

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

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

## **E.9 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)

## **E.10 VAAR 852.273-74 AWARD WITHOUT EXCHANGES (JAN 2003)**

The Government intends to evaluate proposals and award a contract without exchanges with offerors. Therefore, each initial offer should contain the offeror's best terms from a cost or price and technical standpoint. However, the Government reserves the right to conduct exchanges if later determined by the contracting officer to be necessary.

(End of Provision)

## **E.11 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)**

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

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

(End of Provision)

<b><u>FAR Number</u></b>	<b><u>Title</u></b>	<b><u>Date</u></b>
52.204-16	COMMERCIAL AND GOVERNMENT ENTITY CODE REPORTING	JUL 2016
52.217-5	EVALUATION OF OPTIONS	JUL 1990

## **E.12 52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS— COMMERCIAL ITEMS (NOV 2017)**

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

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

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

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

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

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

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

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

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

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

- (1) PSC 5510, Lumber and Related Basic Wood Materials;
- (2) Product or Service Group (PSG) 87, Agricultural Supplies;
- (3) PSG 88, Live Animals;
- (4) PSG 89, Subsistence;
- (5) PSC 9410, Crude Grades of Plant Materials;
- (6) PSC 9430, Miscellaneous Crude Animal Products, Inedible;

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

(8) PSC 9610, Ores;

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

(10) PSC 9630, Additive Metal Materials.

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

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

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

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

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

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

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

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

(6) Have been voluntarily suspended.

“Sensitive technology”—

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

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

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

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

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

(1) Means a small business concern—

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

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

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

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

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

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

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

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

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

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

(1) Directly by a parent corporation; or

(2) Through another subsidiary of a parent corporation.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify

as domestic end products, i.e., an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of “domestic end product.” The terms “commercially available off-the-shelf (COTS) item,” “component,” “domestic end product,” “end product,” “foreign end product,” and “United States” are defined in the clause of this solicitation entitled “Buy American—Supplies.”

(2) Foreign End Products:

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

*[List as necessary]*

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

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

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

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

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

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

*[List as necessary]*

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

Other Foreign End Products:

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

*[List as necessary]*

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

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

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

Canadian End Products:

Line Item No.
_____
_____
_____

*[List as necessary]*

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

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

Canadian or Israeli End Products:

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

*[List as necessary]*

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

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

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

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

*[List as necessary]*

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

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

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

Other End Products:

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

*[List as necessary]*

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

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

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

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

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

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

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

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

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

(ii) *Examples.*

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

(B) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. Sec. 6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the

underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

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

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

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

(1) *Listed end products.*

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

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

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

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

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

(2) ☐ Outside the United States.

(k) *Certificates regarding exemptions from the application of the Service Contract Labor Standards.* (Certification by the offeror as to its compliance with respect to the contract also constitutes its certification as to compliance by its subcontractor if it subcontracts out the exempt services.) *[The contracting officer is to check a box to indicate if paragraph (k)(1) or (k)(2) applies.]*

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

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

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

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

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

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

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

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

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

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

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

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

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

(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)