

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			BPA NO.	1. CONTRACT ID CODE	PAGE 1	OF PAGES 10
2. AMENDMENT/MODIFICATION NO. A00001		3. EFFECTIVE DATE 07-10-2014	4. REQUISITION/PURCHASE REQ. NO. 662-15-1-6033-0003		5. PROJECT NO.(If applicable) None	
6. ISSUED BY CODE Department of Veterans Affairs VA Sierra Pacific Network (VISN 21) VA Pacific Islands Health Care System 459 Patterson Rd Honolulu HI 96819-1522		459	7. ADMINISTERED BY (If other than Item 6) CODE Department of Veterans Affairs VA Sierra Pacific Network (VISN 21) VA Pacific Islands Health Care System 459 Patterson Rd Honolulu HI 96819-1522			
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)  To all Offerors/Bidders			(X)	9A. AMENDMENT OF SOLICITATION NO. VA261-14-Q-0761		
				9B. DATED (SEE ITEM 11) 07-10-2014		
			X	10A. MODIFICATION OF CONTRACT/ORDER NO.		
				10B. DATED (SEE ITEM 13)		
CODE		FACILITY CODE				
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS						
<input checked="" type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers <input checked="" type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning <u>1</u> copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified. Monday, July 14, 2014 by 5:00 PM PST						
12. ACCOUNTING AND APPROPRIATION DATA (If required) 662-3650162-6033-856100-2341 010056100						
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.						
(X)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.					
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).					
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:					
	D. OTHER (Specify type of modification and authority)					
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return <u>1</u> copies to the issuing office.						
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)						
A) The date for submission of quotes has been extended to Monday, July 14, 2014 by 5:00 PM PST.						
B) The Statement of Work has revisions in Section 2.2, Preventive Maintenance, Inspections, Service, and Repairs. Those changes have been highlighted for your viewing.						
C) All other terms and conditions remain unchanged.						
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.						
15A. NAME AND TITLE OF SIGNER (Type or print)			16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Nicole H. Dorsey Contracting Officer			
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)		15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY (Signature of Contracting Officer)		16C. DATE SIGNED	
NSN 7540-01-152-8070 PREVIOUS EDITION NOT USABLE						
STANDARD FORM 30 (REV. 10-83) Prescribed by GSA - FAR (48 CFR) 53.243						

**STATEMENT OF WORK**  
**SAN FRANCISCO VETERANS AFFAIRS MEDICAL CENTER (SFVAMC)**  
**RECYCLING COMPACTOR LEASE AND MAINTENANCE AGREEMENT**

**1.0 GENERAL INFORMATION**

**1.1 General:** The Contractor shall ensure all work meets performance standards specified in this Statement of Work. The Contractor shall commence all operations required by the contract as of the first day of the contract period. The Contractor shall furnish all management, labor, equipment, supplies, and transportation to provide recycling compactor lease and maintenance agreement to the San Francisco Veterans Affairs Department located at 4150 Clement Street, San Francisco, CA 94121.

**1.2 Type of Contract:** This contract will be awarded on the terms of a firm-fixed price contract in accordance with FAR 16.202. Unless otherwise specified in the contract, the ceiling price or target price is subject to adjustment only by operation of contract clauses providing for equitable adjustment or other revision of the contract price under stated circumstances.

**1.3 Evaluation:** Lowest-price-technically acceptable. Please see attached Request for Quote for submitting prices.

**1.4 Period of Performance:** One 1-year Base Period and four 1-year Option Years.

- Base Period: October 1, 2014 to September 30, 2015
- Option Year 1: October 1, 2015 to September 30, 2016
- Option Year 2: October 1, 2016 to September 30, 2017
- Option Year 3: October 1, 2017 to September 30, 2018
- Option Year 4: October 1, 2018 to September 30, 2019

**1.5 Schedule:** The SFVAMC normal business hours usually operate between 8:00 AM to 4:30 PM PST, Monday through Friday, except Federal Holidays.

**1.5.1 Federal Holidays:** National holidays observed by the Federal Government are

New Year's Day	January 1
Martin Luther King Day	Third Monday in January
Presidents' Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Columbus Day	Second Monday in October
Veterans' Day	November 11
Thanksgiving Day	Fourth Thursday in November
Christmas Day	December 25

**1.6 Payment and Invoices:**

**1.6.1 Vendor Electronic Invoice Submission Methods:** Facsimile, e-mail, and scanned documents are not acceptable forms of submission for payment requests. Electronic form means an automated system transmitting information electronically according to the accepted electronic data transmission methods below:

- a) VA's Electronic Invoice Presentment and Payment System – The FSC uses a third-party contractor, OB10, to transition vendors from paper to electronic invoice submission. Please go to this website: <http://ob10.com/us/en/veterans-affairs-us/> to begin submitting electronic invoices, free of charge.

- b) A system that conforms to the X12 electronic data interchange (EDI) formats established by the Accredited Standards Center (ASC) chartered by the American National Standards Institute (ANSI).  
The X12 EDI Web site (<http://www.x12.org>).

**1.6.2 Vendor e-Invoice Set-Up Information:** Please contact OB10 at the phone number or email address listed below to begin submitting your electronic invoices to the VA Financial Services Center for payment processing, free of charge. If you have question about the e-invoicing program or OB10, please contact the FSC at the phone number or email address listed below:

- OB10 e-Invoice Setup Information: 1-877-489-6135
- OB10 e-Invoice email: [VA.Registration@ob10.com](mailto:VA.Registration@ob10.com)
- FSC e-Invoice Contact Information: 1-877-353-9791
- FSC e-invoice email: [vafscshd@va.gov](mailto:vafscshd@va.gov)

## **2.0 SCOPE OF WORK**

**2.1 Description:** The Contractor shall provide all management, labor, equipment, supplies, and transportation to install to a recycling compactor with the following specifications at the San Francisco Veterans Affairs Medical Center.

- Self-contained with a cart dumping system and a cart lifter toter
- Two cubic yard charge hopper capacity with open top charge hopper enclosure flared to rear to engage with a toter cart lifter
- Operating controls mounted on the power pack, to include push button start with master on/off switch, emergency stop, combined 75% and 100% advance full warning light
- Pressure gauge, multi-cycle capability
- Set up for power pack installation on the loading dock adjacent to the compactor's charge hopper
- Power pack set to operate 460 volts/three-phase power
- One set of steel full channel guide rails

**2.2 Preventive Maintenance, Inspections, Service, and Repairs:** Contractor shall perform preventive maintenance, inspections, service and repairs in accordance the manufacturer's recommended procedures as described in the manufacturer's official service manual(s).

**2.2.1** A maintenance schedule will be determined 10-15 days after award for all preventive maintenance and inspections which will include semi-annual inspections. If the COR calls in for emergency servicing or repairs, the contractor must comply on-site within 48 hours of notification.

**2.2.2** The Contractor shall submit a copy of the completed legible procedure/checklist upon completion of the scheduled preventive maintenance to the VA Engineering office.

**2.2.3** In the event that the leased equipment cannot be repaired, the contractor must provide an immediate replacement within a minimum of 6 to 8 weeks of identifying and notifying the COR that the equipment has to be replaced.

**2.2.4** Contractor is responsible to determine the nature and extent of any work required in restoring equipment to satisfactory condition and operation during routine preventive maintenance, inspections, servicing and repairs.

**2.3 Parts:** The contractor shall have a comprehensive inventory of parts and components for all equipment covered under contract, immediately, available for necessary repairs in order to limit equipment downtime. Contractor shall provide all resources required in performing these maintenance services and inspections, including, but not limited to; parts, materials, lubricants, hydraulic fluids, cleaning fluids, equipment, tools, safety barriers, shipping, travel, and labor required during routine preventative maintenance, inspections, service and repairs under this contract.

### **3.0 Contractor Qualifications**

Inspections can be performed by journeyman mechanics and may be assisted by qualified helpers in conformity with local trade practices. At a minimum, the journeyman shall perform the maintenance and inspection service. The industry standard is at least three (3) years' experience and training in the inspection, testing, and maintenance of compactors and/or other related heavy duty industrial equipment.

The contractor shall obtain all necessary licensure and/or permits and insurance that is required to perform this work. Proof of licensure and/or permits and insurance is required. Contractor shall take all precautions necessary to protect persons and property from injury or damage during the performance of this contract. Contractor shall be responsible for any injury to any Contractor's representative, or others, as well as, for any damage to personal or public property that occurs during the performance of this contract that is caused by the contractor's fault or negligence.

### **4.0 Points of Contact**

**4.1 Contracting Officer (CO):** The CO is responsible for the administration of this contract. The CO is the only individual authorized, to extent indicated in this contract, to take actions on behalf of the Government, which may result in changes in the contract terms, to include deviation from the statement of work, details, and performance schedules. The Contractor is advised that only the CO, acting within the scope of the contract and his/her duties and responsibilities and, with the advice and consultation with the Contracting Officer's Representative, has the authority to make changes that affect contract prices, quality, quantity, delivery terms and conditions, term of contract. Under no circumstances shall any understanding or agreement, contract modification, change order, or other matters in deviation from the terms of this contract between the contractor and a person other than the contracting officer, be effective or binding upon the Government. All such actions must be formalized by the proper contractual document executed by the contracting officer. The responsible party for administering contractual terms, to include warranted capabilities is:

Nicole H. Dorsey  
VISN 21, Network Contracting Office 21 (NCO 21)  
[Nicole.dorsey@va.gov](mailto:Nicole.dorsey@va.gov)  
(808) 539-1310

**4.1.2 Authorize Services and Changes to Scope of Work:** Only those services specified within are authorized under this contract. All references to the estimated amount of preventative maintenance, inspections, and services provided by the Government are for informational purposes only. Such references do not necessarily indicate the number of inspections, or related contractor duties will remain stable. Before performing any service or repairs of a non-contract nature, notify the Contracting Officers Representative (COR). The COR will request authorization from the Contracting Officer, if related to this contract. The contractor is cautioned that; only Contracting Officer may authorize additional services or repairs for respective contract; and that reimbursement will not be made unless prior authorization is obtained. Any changes to the Scope of Work will be effected by the Contracting Officer (CO) per FAR 52.212-4 Terms and Conditions of the Contract – Commercial Items.

**4.2 The Contracting Officer Representative (COR):** Is the designee to represent the Contracting Officer in furnishing technical guidance and advice or generally administer the work being performed under this contract. The foregoing is not to be construed as authorization to interpret or furnish advice and information to the Contractor(s) relative to financial or legal aspects of the contract. Enforcement of these segments is vested in and is the responsibility of the Contracting Officer. Those matters are the responsibility of the CO and shall not be delegated. The contractor shall respond only to calls for services place by the COR. For each visit to the facility, the contractor must report in person to the M&O Office or a pre-arranged location in the listed buildings as determined by the Chief of M&O, both upon arrival and prior to departure. This procedure is mandatory and the listed phone numbers are for informational purposes only. Contractor shall observe check-in/out procedures as described above so that the VA will be aware of the Contractor's presence at the facility at all times. Upon each departure, Contractor shall serve notice of disposition of work to the

Engineering contact office. When a particular repair problem has been resolved, contractor shall provide a complete service report, containing the issue and resolution.

### **3.0 CONTRACTOR PERSONNEL SECURITY REQUIREMENTS:**

**3.1 Background Investigation:** Upon contract award, all key personnel shall be subject to the appropriate type of background investigation or screening per VA/VHA directive 0710 and must receive a favorable adjudication from CCA Personnel Security Specialist or VA Security and Investigations Center (SIC) depending on investigation or screening required. This requirement is applicable to all subcontract personnel. If the investigation or screening is not completed prior to the start date of the contract, the Contractor will be responsible for the actions of those individuals they provide to perform work for VA.

Contract personnel who previously received a favorable adjudication as a result of a Government background investigation or screening may be exempt from this contract requirement. They must provide documentation to support the previous adjudication. Proof of previous adjudication must be submitted by the Contractor to the VA Contracting Officer. Proof of previous adjudication is subject to verification. Some positions may be subject to periodic re-investigation/screening.

## **Security Clause(s)**

### **Section 1: GENERAL**

a. Contractors, contractor personnel, subcontractors, and subcontractor personnel shall be subject to the same Federal laws, regulations, standards, and VA Directives and Handbooks as VA and VA personnel regarding information and information system security.

b. The contractor, their personnel, and their subcontractors shall be subject to the Federal laws, regulations, standards, and VA Directives and Handbooks regarding information and information system security as delineated in this contract.

### **Section 2: VA INFORMATION CUSTODIAL LANGUAGE**

a. Information made available to the contractor or subcontractor by VA for the performance or administration of this contract or information developed by the contractor/subcontractor in performance or administration of the contract shall be used only for those purposes and shall not be used in any other way without the prior written agreement of the VA. This clause expressly limits the contractor/subcontractor's rights to use data as described in Rights in Data General, FAR 52.227-14(d) (1).

b. The contractor/subcontractor shall not make copies of VA information except as authorized and necessary to perform the terms of the agreement or to preserve electronic information stored on contractor/subcontractor electronic storage media for restoration in case any electronic equipment or data used by the contractor/subcontractor needs to be restored to an operating state. If copies are made for restoration purposes, after the restoration is complete, the copies must be appropriately destroyed.

c. If VA determines that the contractor has violated any of the information confidentiality, privacy, and security provisions of the contract, it shall be sufficient grounds for VA to withhold payment to the contractor or third party or terminate the contract for default or terminate for cause under Federal Acquisition Regulation (FAR) part 12.

d. If a VHA contract is terminated for cause, the associated BAA must also be terminated and appropriate actions taken in accordance with VHA Handbook 1600.01, Business Associate Agreements. Absent an agreement to use or disclose protected health information, there is no business associate relationship.

**Section 3: C&A**

a. The C&A requirements do not apply and a Security Accreditation Package is not required.