

<b>SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, &amp; 30</b>				1. REQUISITION NO. 636-17-3-8856-0002	PAGE 1 OF 76
2. CONTRACT NO.	3. AWARD/EFFECTIVE DATE	4. ORDER NO.	5. SOLICITATION NUMBER VA263-17-Q-0468	6. SOLICITATION ISSUE DATE 03-22-2017	
7. FOR SOLICITATION INFORMATION CALL:	a. NAME SCOTT MORRISON	b. TELEPHONE NO. (No Collect Calls) 605-336-3230 7859	8. OFFER DUE DATE/LOCAL TIME 03-28-2017 12:00 PM		
9. ISSUED BY  Department of Veterans Affairs Network Contracting Office 23 (90c) 2501 W. 22nd St. Sioux Falls SD 57105		CODE 00438/90C	10. THIS ACQUISITION IS <input type="checkbox"/> UNRESTRICTED OR <input checked="" type="checkbox"/> SET ASIDE: 100 % FOR: <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM NAICS: 562112 <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> EDWOSB <input checked="" type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input type="checkbox"/> 8(A) Y \$38.5 Million		
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE	12. DISCOUNT TERMS	13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) <input type="checkbox"/>		13b. RATING N/A	
14. METHOD OF SOLICITATION <input checked="" type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP		15. DELIVER TO CODE 0636A6 Department of Veterans Affairs Iowa City VA Medical Center 601 Highway 6W Iowa City IA 52246			
16. ADMINISTERED BY Department of Veterans Affairs Network Contracting Office 23 (90c) 2501 W. 22nd St. Sioux Falls SD 57105		17a. CONTRACTOR/OFFEROR CODE _____ FACILITY CODE _____			
18a. PAYMENT WILL BE MADE BY Tungsten Electronic Invoicing specified below  PHONE: _____ FAX: _____		18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM			
17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER <input type="checkbox"/>		19. ITEM NO.			
20. See CONTINUATION Page SCHEDULE OF SUPPLIES/SERVICES		21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
The Veterans Administration, Iowa City, IA requires the following service; Removal of all regulated medical waste from the Iowa City, Iowa VA and assigned Community Based Outpatient Clinic locations. See the statement of work below.  Department of Labor Wage Determination 05-2203 dated 01/03/2017 applies to all services performed under this document.  Anticipated period of performance; April 01, 2017 - November 30, 2018 and four each option years as specified in the cost/price schedule listed below.  (Use Reverse and/or Attach Additional Sheets as Necessary)					
25. ACCOUNTING AND APPROPRIATION DATA See CONTINUATION Page		26. TOTAL AWARD AMOUNT (For Govt. Use Only)			
<input checked="" type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA		<input type="checkbox"/> ARE <input checked="" type="checkbox"/> ARE NOT ATTACHED.			
<input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA		<input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED			
<input checked="" type="checkbox"/> 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		<input type="checkbox"/> 29. AWARD OF CONTRACT: REF. _____ OFFER DATED _____ YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN IS ACCEPTED AS TO ITEMS:			
30a. SIGNATURE OF OFFEROR/CONTRACTOR		31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)			
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)	30c. DATE SIGNED	31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) Scott Morrison		31c. DATE SIGNED	

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## SECTION B - CONTINUATION OF SF 1449 BLOCKS

### B.1 CONTRACT ADMINISTRATION DATA

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

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

a.

CONTRACTOR: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

b. GOVERNMENT:

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

Contracting Point of Contact: Scott Morrison, Contract Specialist, email: [scott.morrison2@va.gov](mailto:scott.morrison2@va.gov)

\*A Contract Officers Representative (COR) shall be appointed prior to award of any contract.

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

52.232-33, Payment by Electronic Funds Transfer  
 52.232-36, Payment by Third Party

3. INVOICES: Invoices shall be submitted in arrears:

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

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

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

AMENDMENT NO	DATE

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

This solicitation includes FAR 52.219-6 Notice of Total Small Business Set-Aside. Accordingly, any contract resulting from this solicitation will include this clause. The contractor is advised in performing contract administration functions, the CO may use the services of a support contractor(s) retained by VA to assist in assessing the contractor's compliance with the limitations on subcontracting or percentage of work performance requirements specified in the clause. To that end, the support contractor(s) may require access to contractor's offices where the contractor's business records or other proprietary data are retained and to review such business records regarding the contractor's compliance with this requirement. All support contractors conducting this review on behalf of VA will be required to sign an "Information Protection and Non-Disclosure and Disclosure of Conflicts of Interest Agreement" to ensure the contractor's business records or other proprietary data reviewed or obtained in the course of assisting the CO in assessing the contractor for compliance are protected to ensure information or data is not improperly disclosed or other impropriety occurs. Furthermore, if VA determines any services the support contractor(s) will perform in assessing compliance are advisory and assistance services as defined in FAR 2.101, Definitions, the support contractor(s) must also enter into an agreement with the contractor to protect proprietary information as required by FAR 9.505-4, obtaining access to proprietary information, paragraph (b). The contractor is required to cooperate fully and make available any records as may be required to enable the CO to assess the contractor's compliance with the limitations on subcontracting or percentage of work performance requirement.

## **B.3 SUBCONTRACTING COMMITMENTS--MONITORING AND COMPLIANCE (JUN 2011)**

This solicitation includes VAAR 852.215-70, Service-Disabled Veteran-Owned and Veteran-Owned Small Business Evaluation Factors, and VAAR 852.215-71, Evaluation Factor Commitments. Accordingly, any contract resulting from this solicitation will include these clauses. The contractor is advised in performing contract administration functions, the CO may use the services of a support contractor(s) to assist in assessing contractor compliance with the subcontracting commitments incorporated into the contract. To that end, the support contractor(s) may require access to the contractor's business records or other proprietary data to review such business records regarding contract compliance with this requirement. All support contractors conducting this review on behalf of VA will be required to sign an "Information Protection and Non-Disclosure and Disclosure of Conflicts of Interest Agreement" to ensure the contractor's business records or other proprietary data reviewed or obtained in the course of assisting the CO in assessing the contractor for compliance are protected to ensure information or data is not improperly disclosed or other impropriety occurs. Furthermore, if VA determines any services the support contractor(s) will perform in assessing compliance are advisory and assistance services as defined in FAR 2.101, Definitions, the support contractor(s) must also enter into an agreement with the contractor to protect proprietary information as required by FAR 9.505-4, obtaining access to proprietary

information, paragraph (b). The contractor is required to cooperate fully and make available any records as may be required to enable the CO to assess the contractor compliance with the subcontracting commitments.

**Statement of Work**

REUSABLE SHARPS CONTAINER / MEDICAL WASTE

REMOVAL GENERAL REQUIREMENTS

**1. SCOPE OF WORK – MEDICAL WASTE**

- a. Contractor is to supply all bags, tags, waste carts and associated material for packaging and transport of all regulated medical waste. The items must meet all federal, state, OSHA and DOT standards for collection, storage and transport of medical waste. Carts must have wheels and be in good repair at all times. Carts must be labeled as medical waste carts.
- b. Contractor is responsible for providing a detailed manifest of all medical waste transported from the VA Medical Center, and associated Community Based Outpatient Clinics (CBOC) listed below to include the date, location and proof of destruction. All medical waste collected from the VA will be scanned on site and a copy of the manifest stating the date collected, pounds of medical waste per cart and the number of carts must be left with the Contracting Officer Technical Representative (COTR) or his designee on the day of collection. The contractor is required to provide a signed and legible manifest attesting to the destruction of the medical waste to the Housekeeping Officer or designee within 30 days of the destruction of the medical waste.
- c. Waste pick-up will be provided three times per week from the hospital's designated waste holding area, and once monthly for the Coralville and Galesburg CBOCs and twice monthly for the Quincy and Quad Cities CBOCs. The days for pick-up at the hospital will be Monday, Wednesday, and Friday between 6:00 a.m. and 3:30 p.m.
- d. Contractor is to provide a documented back-up plan in the event circumstances disrupts his ability to provide pick-up services. Service will be provided within 24 hours of a failure to meet scheduled pick-up times.
- e. Invoicing – All services are to be a fixed monthly price that includes all bags, tags, waste carts, transportation, disposal, manifesting and tracking of the medical waste.
- f. The annual poundage of medical waste produced by the medical center is between 125,000 and 150,000 pounds.
- g. The Community Based Outpatient Clinics are located at:

**Quad Cities Outpatient Clinic**  
2979 Victoria Drive  
Bettendorf, Iowa

**Coralville Outpatient Clinic**  
520 10<sup>th</sup> Street  
Coralville, Iowa

**Decorah Outpatient Clinic**  
925 Short Street  
Decorah, Iowa 50208

**Quincy Outpatient Clinic**  
721 Broadway  
Quincy, IL

**Galesburg Outpatient Clinic**  
387 East Grove Street  
Galesburg, IL

**Sterling Outpatient Clinic**  
496 Ave C  
Sterling, IL 61061

**Cedar Rapids Outpatient Clinic**  
2230 Wiley Blvd.  
Cedar Rapids, Iowa

**Ottumwa Outpatient Clinic**  
1009 Pennsylvania Avenue  
Ottumwa, Iowa

**Waterloo Outpatient Clinic**  
Country Club Business Ctr  
Waterloo, IA 50701

**2. SCOPE OF WORK – REUSABLE SHARPS CONTAINER / WASTE**

a. Contractor is to supply all sharps containers, mounting brackets, single and double mobile carts and bulk transport carts needed to provide a reusable sharps management program. There are an estimated 450 locations throughout the main campus. This program will not include the CBOC's. The items must meet all federal, state, OSHA and DOT standards for collection, storage and transport of medical waste / sharps. All mobile carts and bulk transport carts must have wheels and be clean and in good repair at all times. Minimum requirements for the reusable sharps containers is as follows:

- Reusable
- Puncture proof
- Pre-assembled
- Leak proof
- One hand / one step disposal mechanism
- Overfill protection
- Secure tamper proof locking mechanism
- Sight / view port
- Large access opening but: with a restricted hand access that will not allow anyone (from child to adult) from getting his or her hand inside
- Various sizes, from 2 gallons up to 18 gallons

- Three (3) types: regular restricted access top (all sizes), OR open top, and chemo restricted access top
  - Must have a system identifier to track usage
  - Able to be sanitized / sterilized
- b. Contractor is responsible for training medical center staff on the use, handing and care of the reusable sharps container. Training will be documented and provided 24-7 during installation to ensure that training is available to all employees.
- c. Contractor is responsible for removal of existing sharps container wall brackets and installation of their sharps container wall brackets. Wherever feasible the contractor will mount their wall brackets in the same location as the existing wall bracket being removed. All sharps container brackets that are wall mounted must be mounted in accordance with industry standard ergonomics when possible.
- d. Contractor is responsible for providing a detailed manifest of all medical sharps container waste transported from the VA Medical Center to include the date, location and proof of destruction. All medical sharps container waste collected from the VA will be identified on the manifest stating the date collected, number and size of the used containers collected and the number and size of the clean containers returned. A copy of the manifest must be left with the COTR or his designee on the day of collection. The contractor is required to provide a signed and legible manifest attesting to the destruction of the medical sharps waste is to be provided to the Housekeeping Officer within 30 days of the destruction of the medical waste.
- e. Waste pick-up will be provided as needed or per scheduled set up with Housekeeping Officer from the hospital's designated waste holding area. The day for pick-up will be Friday between 6:00 a.m. and 3:30 p.m.
- f. Contractor is responsible for:
- Delivering replacement sharp containers that are certified to have been cleaned/sterilized and are in proper working condition prior to delivery to the medical center (containers returned to the medical center must be clean with no visible signs of blood or bodily fluids).
  - Tracking number of times sharp container is reused.
  - Removing from service any containers that have been used the maximum allowable times.
  - Providing a documented back-up plan in the event circumstances disrupts his ability to provide pick-up services. Service will be provided within 24 hours of a failure to meet scheduled pick-up times.
  - Scanning the time and location of unit to be replaced.
  - Providing back-up units for areas not accessible to contractor.
- g. Pricing – All services are to be based on a price for initial installation and per container that includes transportation, disposal, manifesting and tracking of the medical sharps waste. Every effort will be made to be consistent in types and sizes needed, but the estimated need for small

units (2-3 gallon) is 400, and the intermediate units (5-8 gallons) will be 10-15, with the estimated need for the largest units being 40 units.

The contractor is to submit a bid for:

- (1) A full service program to include replacement of reusable containers at the point of use, replacing needle boxes, before  $\frac{3}{4}$  full, in the using area where possible.
- (2) A “dock-to-dock service program.
- (3) Monthly pricing is to be for the different sizes and types of sharps containers and two types of mobile sharps carts

3 **SUPERVISION BY CONTRACTOR:**

The contractor shall appoint a project manager who will have responsibility for performance of medical waste removal services. The project manager or designee shall be competent to supervise all aspects of medical waste removal services and shall be available on-site within 4 hours after notification when problems arise with contractor’s work or in the event that emergencies arise at this facility, which pertains to the contractor’s responsibilities or duties. The project manager shall, in the absence of the contractor, act for the contractor as contractor’s representative.

4 **PERSONNEL QUALIFICATION AND REQUIREMENTS:**

- a. Uniforms and Employee Identification: All of the contractor’s personnel assigned to the performance of this contract are to wear a uniform that is clearly distinguishable from all VA uniforms and name badge to clearly identify company name and employee name.
- b. Exposure to Hazardous Working Conditions: Contractor’s personnel may be required to perform work under potentially hazardous conditions. Contractor’s personnel shall be informed of potentially hazardous situations by contractor, trained by contractor in techniques required to recognize and deal with potentially hazardous situations in a manner which will minimize personal risk, and required to adhere to standard techniques for personal protection.
- c. Other Requirements: All contract personnel to be instructed that smoking is prohibited in building and only allowed in designated outside smoking areas as identified.
- d. Contractor must ensure their personnel working at this facility possess basic proficiency in spoken and written English.
- e. All conduct of contract personnel should be respectable and sensitive to patients, visitors and VA personnel.

5. **QUALITY CONTROL/QUALITY ASSURANCE:**

- a. **Quality Control:** The contractor shall have a Quality Control Program to ensure the requirements of this contract are provided as specified. The program shall include, but will not be limited to, the following:

- (1) An inspection system covering the services listed in the Scope of Work. It must specify areas of work to be inspected on a scheduled basis.
  - (2) A method of identifying deficiencies in the quality of services performed before the level of performance becomes unacceptable.
  - (3) A record of all inspections conducted by the contractor and corrective action taken. These documents shall be made available to the Government during the term of the contract.
- b. **Quality Assurance:** The Government will monitor the contractor's performance monthly using a Quality Assurance Work Performance Form shown in Exhibit 1. A copy of the Monthly Evaluations will be provided to the VA Contracting Officer. The Contractor can request copies through the contracting officer. Facility Management Service will maintain a master file of all evaluations within their main office area.
- c. **Reporting Repairs:** The contractor is to report all repairs or maintenance required by VA associated with work performed and VA responsibilities.
- d. **Federal and State Regulatory Requirements:** The contractor is to comply with all federal and state waste handling requirements relating to both non-infectious waste and infectious / contaminated medical waste when hauling such materials from VA property to appropriate collection site of waste hauler.

**6. SAFETY AND FIRE PREVENTION:**

- a. Contractor shall provide all safety equipment for their employees in the performance of this contract while on government property and shall abide by safe working standards.
- b. In the performance of this contract, the contractor shall take such safety precautions as necessary to protect the lives and health of occupants of the building.
- c. The contractor shall immediately correct any fire and safety deficiencies caused by his/her employee. If the contractor fails or refused to correct deficiencies promptly, the contractor officer may issue an order stopping all or any part of the work and hold the contractor in default of the contract.
- d. The contractor shall comply with applicable federal, state and local safety and fire regulations and codes that are in effect at the beginning of the contract period. The contractor shall keep abreast of, and comply with, changes in these regulations and codes applicable to the contract.
- e. The contractor is to provide copies of all MSDS Forms to Facility Management Service for all chemical products used by the contractor. EPA must approve all chemicals used.
- f. While at the Iowa City VA Medical Center, all contractors, their supervisors and their employees shall comply with the Hospital and Safety Regulations and with the Occupational Safety and Health Act of 1970. The following is a list of the most common violations of Hospital and Safety Regulations and OSHA Standards, which will be most closely monitored and enforced as part of this contract.

- (1) **Occupation Injuries:** All injuries sustained by workmen while on the VA Medical Center property must be reported to the Safety Manager.
- (2) **Safety Inspections:** The Medical Center Safety Manager and Project Inspectors will conduct periodic inspections of work area for compliance with hospital regulations and OSHA Standards. Failure to comply with the hospital regulations and/or OSHA Standards may result in immediate work stoppage. Injuries to patient, employees and visitors resulting from unsafe conditions or negligent acts created by work may result in legal action on the part of the injured.
- (3) **Enforcement:** The COTR on this project is designated as the person responsible for ensuring that the Fire and Safety Program is carried out to the completion of the work performed and has the authority to enforce the provisions of these specifications and other applicable fire protection standards.

7. **DAMAGE AND EQUIPMENT LOSS:**

- a. All tasks accomplished by contractor personnel will be performed to preclude damage or disfigurement of government-owned furnishing, fixtures, equipment and architectural or building structures. The contractor will report any damage or disfigurement to these items when caused by the contractor's personnel. This report will be given to the quality assurance evaluator. All damage to facilities and fixtures caused by the contractor during work performance will be reported to the quality assurance evaluator. The Government is not held responsible for contractor's equipment or belongings that are lost, stolen or damaged.
- b. The contractor will perform repairs or replace government-owned equipment, fixtures, furnishings, grounds and architectural or building structures to their previously existing condition and, at his own expense, when the quality assurance evaluation determines damage to be contractor caused.

8. **INTERFERENCE TO NORMAL FUNCTION:** Contractor's personnel are required to interrupt their work at any time to avoid interference with patient care procedures and the normal functioning of the facility, including utility services, fire protection services, and passage of facility patients, personnel, equipment and carts.

9. **CLEAN UP:** The contractor will remove all residue dirt and soil, or other substances that may be left over or caused by contractor's work.

10. **GOVERNING LAW:** Federal law and regulation, including without limitation, the Contract Disputes Act (41 U.S.C. §601-613), the Anti-Deficiency Act (31 U.S.C. §1341 et seq.), the Competition in Contracting Act (10 U.S.C. §2304), the Prompt Payment Act (31 U.S.C. §3901, et seq.) and FAR clauses 52.212-4, 52.227-14, 52.227-19 shall supersede, control and render ineffective any inconsistent, conflicting or duplicative provision in any commercial license agreement.

VAMC Iowa City  
 Medical Waste/Reusable Needle Box  
 Scope of Work

Exhibit 1

QUALITY ASSURANCE				
WORK PERFORMANCE REVIEW				
MEDICAL WASTE REMOVAL				
Date: _____				
Time: _____				
Inspector: _____				
Location: _____				
1. Medical Waste Removal Service:				
	Poor	Fair	Good	Excellent
a. Work performed on scheduled days	_____	_____	_____	_____
b. Contractor response to complaints	_____	_____	_____	_____
2. Safety Procedures:				
	Poor	Fair	Good	Excellent
a. Equipment operation	_____	_____	_____	_____
b. Personal protective equipment	_____	_____	_____	_____
c. Proper equipment used for the job	_____	_____	_____	_____

d. Proper carts supplies	_____	_____	_____	_____
3. Is contractor doing the following:				
	Yes	No		
a. Wearing uniform	_____	_____		
b. Wearing VA provided nametags at all times	_____	_____		
c. Using acceptable conduct	_____	_____		
d. Using appropriate safety precautions	_____	_____		
e. Not blocking entrances	_____	_____		
f. Checking in with Environmental Management Svc.	_____	_____		
g. Providing up to date MSDS	_____	_____		

**A.1 PRICE/COST SCHEDULE**

**ITEM INFORMATION**

ITEM NUMBER	DESCRIPTION OF SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1001	CONTRACTOR TO PROVIDE TO THE VA MEDICAL CENTER, IOWA CITY, IOWA, PICKUP AND REMOVAL AND PROPER DISPOSAL OF INFECTIOUS WASTE, SCHEDULED PICKUPS (MONDAY-FRIDAY), 8,500 LBS OF WASTE PER MONTH Contract Period: Base	12.00	MO	_____	_____

	POP Begin: 04-01-2017 POP End: 03-31-2018				
<b>1002</b>	CONTRACTOR TO PROVIDE A FULL SERVICE PROGRAM TO INCLUDE REPLACEMENT OF REUSABLE CONTAINERS AT THE POINT OF USE, REPLACING NEEDLE BOXES, BEFORE 3/4 FULL, IN THE USING AREA WHERE POSSIBLE TO THE VA MEDICAL CENTER, IOWA CITY, IOWA Contract Period: Base POP Begin: 04-01-2017 POP End: 03-31-2018	12.00	MO	_____	_____
<b>1003</b>	CONTRACTOR TO PROVIDE A THE MONTHLY PICKUP, REMOVAL AND PROPER DISPOSAL OF INFECTIOUS WASTE AT THE GALESBURG OUTPATIENT CLINIC, LOCATED AT 310 HOME BLVD. GALESBURG, IL, Contract Period: Base POP Begin: 04-01-2017 POP End: 03-31-2018	12.00	MO	_____	_____
<b>1004</b>	CONTRACTOR TO PROVIDE A BIMONTHLY PICKUP, REMOVAL AND PROPER DISPOSAL OF INFECTIOUS WASTE AT THE	24.00	EA	_____	_____

	<p>QUAD CITIES          OUTPATIENT          CLINIC, LOCATED          AT 2979 VICTORIA          DRIVE,          BETTENDORF, IA          Contract Period: Base          POP Begin: 04-01-          2017          POP End: 03-31-2018</p>				
<b>1005</b>	<p>CONTRACTOR TO          PROVIDE A          MONTHLY PICKUP,          REMOVAL AND          PROPER DISPOSAL          OF INFECTIOUS          WASTE AT THE          CORALVILLE          OUTPATIENT          CLINIC, LOCATED          AT 520 10TH          AVENUE,          CORALVILLE,          IOWA FOR THE          PERIOD OF 4/1/2017          THR          Contract Period: Base          POP Begin: 04-01-          2017          POP End: 09-30-2017</p>	12.00	MO	_____	_____
<b>1006</b>	<p>CONTRACTOR TO          PROVIDE A          BIMONTHLY          REMOVAL AND          PROPER DISPOSAL          OF INFECTIOUS          WASTE AT THE          QUINCY          OUTPATIENT          CLINIC, LOCATED          AT 721 BROADWAY          QUINCY, IL          Contract Period: Base          POP Begin: 04-01-          2017          POP End: 03-31-2018</p>	24.00	EA	_____	_____
<b>1007</b>	<p>CONTRACTOR TO          PROVIDE A          MONTHLY          REMOVAL AND</p>	12.00	MO	_____	_____

	PROPER DISPOSAL OF INFECTIOUS WASTE AT THE CEDAR RAPIDS OUTPATIENT CLINIC, LOCATED AT 2230 WILEY BLVD, CEDAR RAPIDS, IL Contract Period: Base POP Begin: 04-01- 2017 POP End: 03-31-2018				
<b>1008</b>	CONTRACTOR TO PROVIDE A MONTHLY PICKUP, REMOVAL AND PROPER DISPOSAL OF INFECTIOUS WASTE AT THE OTTUMWA OUTPATIENT CLINIC, LOCATED AT 1009 PENNSYLVANIA AVENUE, OTTUMWA, IA Contract Period: Base POP Begin: 04-01- 2017 POP End: 03-31-2018	12.00	MO	_____	_____
				_____	_____
<b>1009</b>	CONTRACTOR TO PROVIDE A MONTHLY PICKUP, REMOVAL AND PROPER DISPOSAL OF INFECTIOUS WASTE AT THE DECORAH OUTPATIENT CLINIC, LOCATED AT 915 SHORT STREET, DECORAH Contract Period: Base POP Begin: 04-01- 2017 POP End: 03-31-2018	12.00	MO	_____	_____
				_____	_____
<b>1010</b>	CONTRACTOR TO PROVIDE A MONTHLY PICKUP, 	12.00	MO	_____	_____
				_____	_____

	<p>REMOVAL AND PROPER DISPOSAL OF INFECTIOUS WASTE AT THE STERLING OUTPATIENT CLINIC, LOCATED AT 406 AVE C, STERLING, IL                  Contract Period: Base                  POP Begin: 04-01-2017                  POP End: 03-31-2018</p>				
<b>1011</b>	<p>CONTRACTOR TO PROVIDE A MONTHLY PICKUP, REMOVAL AND PROPER DISPOSAL OF INFECTIOUS WASTE AT THE WATERLOO OUTPATIENT CLINIC, LOCATED AT 945 TOWER PARK DRIVE, WATERLOO, IA                  Contract Period: Base                  POP Begin: 04-01-2017                  POP End: 03-31-2018</p>	12.00	MO	_____	_____
				_____	_____
<b>1012</b>	<p>CONTRACTOR TO PROVIDE A MONTHLY PICKUP, REMOVAL AND PROPER DISPOSAL OF INFECTIOUS WASTE AT THE DAVENPORT CRRC, LOCATED AT 415 PERRY STREET, DAVENPORT, IA                  Contract Period: Base                  POP Begin: 04-01-2017                  POP End: 03-31-2018</p>	12.00	MO	_____	_____
				_____	_____
<b>2001</b>	<p>CONTRACTOR TO PROVIDE TO THE VA MEDICAL CENTER, IOWA CITY, IOWA,</p>	12.00	MO	_____	_____
				_____	_____

	<p>PICKUP AND REMOVAL AND PROPER DISPOSAL OF INFECTIOUS WASTE, SCHEDULED PICKUPS (MONDAY- FRIDAY), 8,500 LBS OF WASTE PER MONTH Contract Period: Option 1 POP Begin: 04-01- 2018 POP End: 03-31-2019</p>				
<b>2002</b>	<p>CONTRACTOR TO PROVIDE A FULL SERVICE PROGRAM TO INCLUDE REPLACEMENT OF REUSABLE CONTAINERS AT THE POINT OF USE, REPLACING NEEDLE BOXES, BEFORE 3/4 FULL, IN THE USING AREA WHERE POSSIBLE TO THE VA MEDICAL CENTER, IOWA CITY, IOWA Contract Period: Option 1 POP Begin: 04-01- 2018 POP End: 03-31-2019</p>	12.00	MO	_____	_____
<b>2003</b>	<p>CONTRACTOR TO PROVIDE A THE MONTHLY PICKUP, REMOVAL AND PROPER DISPOSAL OF INFECTIOUS WASTE AT THE GALESBURG OUTPATIENT CLINIC, LOCATED AT 310 HOME BLVD. GALESBURG, IL</p>	12.00	MO	_____	_____

	<p>Contract Period:                  Option 1                  POP Begin: 04-01-2018                  POP End: 03-31-2019</p>				
<b>2004</b>	<p>CONTRACTOR TO PROVIDE A BIMONTHLY PICKUP, REMOVAL AND PROPER DISPOSAL OF INFECTIOUS WASTE AT THE QUAD CITIES OUTPATIENT CLINIC, LOCATED AT 2979 VICTORIA DRIVE, BETTENDORF, IA</p> <p>Contract Period:                  Option 1                  POP Begin: 04-01-2018                  POP End: 03-31-2019</p>	24.00	EA	_____	_____
<b>2005</b>	<p>CONTRACTOR TO PROVIDE A MONTHLY PICKUP, REMOVAL AND PROPER DISPOSAL OF INFECTIOUS WASTE AT THE CORALVILLE OUTPATIENT CLINIC, LOCATED AT 520 10TH AVENUE, CORALVILLE, IOWA</p> <p>Contract Period:                  Option 1                  POP Begin: 04-01-2018                  POP End: 03-31-2019</p>	12.00	MO	_____	_____
<b>2006</b>	<p>CONTRACTOR TO PROVIDE A BIMONTHLY REMOVAL AND PROPER DISPOSAL OF INFECTIOUS WASTE AT THE</p>	24.00	EA	_____	_____

	<p>QUINCY          OUTPATIENT          CLINIC, LOCATED          AT 721 BROADWAY          QUINCY, IL          Contract Period:          Option 1          POP Begin: 04-01-          2018          POP End: 03-31-2019</p>				
<b>2007</b>	<p>CONTRACTOR TO          PROVIDE A          MONTHLY          REMOVAL AND          PROPER DISPOSAL          OF INFECTIOUS          WASTE AT THE          CEDAR RAPIDS          OUTPATIENT          CLINIC, LOCATED          AT 2230 WILEY          BLVD, CEDAR          RAPIDS, IL          Contract Period:          Option 1          POP Begin: 04-01-          2018          POP End: 03-30-2019</p>	12.00	MO	_____	_____
<b>2008</b>	<p>CONTRACTOR TO          PROVIDE A          MONTHLY PICKUP,          REMOVAL AND          PROPER DISPOSAL          OF INFECTIOUS          WASTE AT THE          OTTUMWA          OUTPATIENT          CLINIC, LOCATED          AT 1009          PENNSYLVANIA          AVENUE,          OTTUMWA, IA          Contract Period:          Option 1          POP Begin: 04-01-          2018          POP End: 03-30-2019</p>	12.00	MO	_____	_____
<b>2009</b>	<p>CONTRACTOR TO          PROVIDE A          MONTHLY PICKUP,</p>	12.00	MO	_____	_____

	<p>REMOVAL AND PROPER DISPOSAL OF INFECTIOUS WASTE AT THE DECORAH OUTPATIENT CLINIC, LOCATED AT 915 SHORT STREET, DECORAH</p> <p>Contract Period: Option 1 POP Begin: 04-01-2018 POP End: 03-31-2019</p>				
<b>2010</b>	<p>CONTRACTOR TO PROVIDE A MONTHLY PICKUP, REMOVAL AND PROPER DISPOSAL OF INFECTIOUS WASTE AT THE STERLING OUTPATIENT CLINIC, LOCATED AT 406 AVE C, STERLING, IL</p> <p>Contract Period: Option 1 POP Begin: 04-01-2018 POP End: 03-31-2019</p>	12.00	MO	_____	_____
<b>2011</b>	<p>CONTRACTOR TO PROVIDE A MONTHLY PICKUP, REMOVAL AND PROPER DISPOSAL OF INFECTIOUS WASTE AT THE WATERLOO OUTPATIENT CLINIC, LOCATED AT 945 TOWER PARK DRIVE, WATERLOO, IA</p> <p>Contract Period: Option 1 POP Begin: 04-01-2018 POP End: 03-31-2019</p>	12.00	MO	_____	_____
<b>2012</b>	<p>CONTRACTOR TO</p>	12.00	MO	_____	_____

	<p>PROVIDE A MONTHLY PICKUP, REMOVAL AND PROPER DISPOSAL OF INFECTIOUS WASTE AT THE DAVENPORT CRRC, LOCATED AT 415 PERRY STREET, DAVENPORT, IA</p> <p>Contract Period: Option 1 POP Begin: 04-01-2018 POP End: 03-31-2019</p>				
<b>3001</b>	<p>CONTRACTOR TO PROVIDE TO THE VA MEDICAL CENTER, IOWA CITY, IOWA, PICKUP AND REMOVAL AND PROPER DISPOSAL OF INFECTIOUS WASTE, SCHEDULED PICKUPS (MONDAY-FRIDAY), 8,500LBS OF WASTE PER MONTH</p> <p>Contract Period: Option 2 POP Begin: 04-01-2019 POP End: 03-31-2020</p>	12.00	MO		
<b>3002</b>	<p>CONTRACTOR TO PROVIDE A FULL SERVICE PROGRAM TO INCLUDE REPLACEMENT OF REUSABLE CONTAINERS AT THE POINT OF USE, REPLACING NEEDLE BOXES, BEFORE 3/4 FULL, IN THE USING AREA WHERE POSSIBLE TO THE VA MEDICAL</p>	12.00	MO		

	<p>CENTER, IOWA                  CITY, IOWA                  Contract Period:                  Option 2                  POP Begin: 04-01-                  2019                  POP End: 03-31-2020</p>				
<b>3003</b>	<p>CONTRACTOR TO                  PROVIDE A THE                  MONTHLY PICKUP,                  REMOVAL AND                  PROPER DISPOSAL                  OF INFECTIOUS                  WASTE AT THE                  GALESBURG                  OUTPATIENT                  CLINIC, LOCATED                  AT 310 HOME                  BLVD.                  GALESBURG, IL                  Contract Period:                  Option 2                  POP Begin: 04-01-                  2019                  POP End: 03-31-2020</p>	12.00	MO	_____	_____
<b>3004</b>	<p>CONTRACTOR TO                  PROVIDE A                  BIMONTHLY                  PICKUP, REMOVAL                  AND PROPER                  DISPOSAL OF                  INFECTIOUS                  WASTE AT THE                  QUAD CITIES                  OUTPATIENT                  CLINIC, LOCATED                  AT 2979 VICTORIA                  DRIVE,                  BETTENDORF, IA                  Contract Period:                  Option 2                  POP Begin: 04-01-                  2019                  POP End: 03-31-2020</p>	24.00	EA	_____	_____
<b>3005</b>	<p>CONTRACTOR TO                  PROVIDE A                  MONTHLY PICKUP,                  REMOVAL AND                  PROPER DISPOSAL                  OF INFECTIOUS</p>	12.00	MO	_____	_____

	<p>WASTE AT THE CORALVILLE OUTPATIENT CLINIC, LOCATED AT 520 10TH AVENUE, CORALVILLE, IOWA Contract Period: Option 2 POP Begin: 04-01- 2019 POP End: 03-31-2020</p>				
<b>3006</b>	<p>CONTRACTOR TO PROVIDE A BIMONTHLY REMOVAL AND PROPER DISPOSAL OF INFECTIOUS WASTE AT THE QUINCY OUTPATIENT CLINIC, LOCATED AT 721 BROADWAY QUINCY, IL Contract Period: Option 2 POP Begin: 04-01- 2019 POP End: 03-31-2020</p>	24.00	EA	_____	_____
				_____	_____
<b>3007</b>	<p>CONTRACTOR TO PROVIDE A MONTHLY REMOVAL AND PROPER DISPOSAL OF INFECTIOUS WASTE AT THE CEDAR RAPIDS OUTPATIENT CLINIC, LOCATED AT 2230 WILEY BLVD, CEDAR RAPIDS, IL Contract Period: Option 2 POP Begin: 04-01- 2019 POP End: 03-31-2020</p>	12.00	MO	_____	_____
				_____	_____
<b>3008</b>	<p>CONTRACTOR TO PROVIDE A</p>	12.00	MO	_____	_____
				_____	_____

	<p>MONTHLY PICKUP, REMOVAL AND PROPER DISPOSAL OF INFECTIOUS WASTE AT THE OTTUMWA OUTPATIENT CLINIC, LOCATED AT 1009 PENNSYLVANIA AVENUE, OTTUMWA, IA Contract Period: Option 2 POP Begin: 04-01- 2019 POP End: 03-31-2020</p>				
<b>3009</b>	<p>CONTRACTOR TO PROVIDE A MONTHLY PICKUP, REMOVAL AND PROPER DISPOSAL OF INFECTIOUS WASTE AT THE DECORAH OUTPATIENT CLINIC, LOCATED AT 915 SHORT STREET, DECORAH Contract Period: Option 2 POP Begin: 04-01- 2019 POP End: 03-31-2020</p>	12.00	MO	_____	_____
<b>3010</b>	<p>CONTRACTOR TO PROVIDE A MONTHLY PICKUP, REMOVAL AND PROPER DISPOSAL OF INFECTIOUS WASTE AT THE STERLING OUTPATIENT CLINIC, LOCATED AT 406 AVE C, STERLING, IL Contract Period: Option 2 POP Begin: 04-01- 2019 POP End: 03-31-2020</p>	12.00	MO	_____	_____

<b>3011</b>	<p>CONTRACTOR TO PROVIDE A MONTHLY PICKUP, REMOVAL AND PROPER DISPOSAL OF INFECTIOUS WASTE AT THE WATERLOO OUTPATIENT CLINIC, LOCATED AT 945 TOWER PARK DRIVE, WATERLOO, IA  Contract Period:  Option 2  POP Begin: 04-01-2019  POP End: 03-31-2020</p>	12.00 MO	_____	_____
<b>3012</b>	<p>CONTRACTOR TO PROVIDE A MONTHLY PICKUP, REMOVAL AND PROPER DISPOSAL OF INFECTIOUS WASTE AT THE DAVENPORT CRRC, LOCATED AT 415 PERRY STREET, DAVENPORT, IA  Contract Period:  Option 2  POP Begin: 04-01-2019  POP End: 03-31-2020</p>	12.00 MO	_____	_____
<b>4001</b>	<p>CONTRACTOR TO PROVIDE TO THE VA MEDICAL CENTER, IOWA CITY, IOWA, PICKUP AND REMOVAL AND PROPER DISPOSAL OF INFECTIOUS WASTE, SCHEDULED PICKUPS (MONDAY-FRIDAY), 8,500LBS OF WASTE PER MONTH</p>	12.00 MO	_____	_____

	<p>Contract Period:                  Option 3                  POP Begin: 04-01-2020                  POP End: 03-31-2021</p>				
<b>4002</b>	<p>CONTRACTOR TO PROVIDE A FULL SERVICE PROGRAM TO INCLUDE REPLACEMENT OF REUSABLE CONTAINERS AT THE POINT OF USE, REPLACING NEEDLE BOXES, BEFORE 3/4 FULL, IN THE USING AREA WHERE POSSIBLE TO THE VA MEDICAL CENTER, IOWA CITY, IOWA                  Contract Period:                  Option 3                  POP Begin: 04-01-2020                  POP End: 03-31-2021</p>	12.00	MO	_____	_____
<b>4003</b>	<p>CONTRACTOR TO PROVIDE A THE MONTHLY PICKUP, REMOVAL AND PROPER DISPOSAL OF INFECTIOUS WASTE AT THE GALESBURG OUTPATIENT CLINIC, LOCATED AT 310 HOME BLVD. GALESBURG, IL                  Contract Period:                  Option 3                  POP Begin: 04-01-2020                  POP End: 03-31-2021</p>	12.00	MO	_____	_____
<b>4004</b>	<p>CONTRACTOR TO PROVIDE A BIMONTHLY PICKUP, REMOVAL AND PROPER</p>	24.00	EA	_____	_____

	<p>DISPOSAL OF INFECTIOUS WASTE AT THE QUAD CITIES OUTPATIENT CLINIC, LOCATED AT 2979 VICTORIA DRIVE, BETTENDORF, IA Contract Period: Option 3 POP Begin: 04-01- 2020 POP End: 03-31-2021</p>				
<b>4005</b>	<p>CONTRACTOR TO PROVIDE A MONTHLY PICKUP, REMOVAL AND PROPER DISPOSAL OF INFECTIOUS WASTE AT THE CORALVILLE OUTPATIENT CLINIC, LOCATED AT 520 10TH AVENUE, CORALVILLE, IOWA Contract Period: Option 3 POP Begin: 04-01- 2020 POP End: 03-31-2021</p>	12.00	MO	_____	_____
				—	—
<b>4006</b>	<p>CONTRACTOR TO PROVIDE A BIMONTHLY REMOVAL AND PROPER DISPOSAL OF INFECTIOUS WASTE AT THE QUINCY OUTPATIENT CLINIC, LOCATED AT 721 BROADWAY QUINCY, IL Contract Period: Option 3 POP Begin: 04-01- 2020 POP End: 03-31-2021</p>	24.00	EA	_____	_____
				—	—

4007	<p>CONTRACTOR TO PROVIDE A MONTHLY REMOVAL AND PROPER DISPOSAL OF INFECTIOUS WASTE AT THE CEDAR RAPIDS OUTPATIENT CLINIC, LOCATED AT 2230 WILEY BLVD, CEDAR RAPIDS, IL</p> <p>Contract Period: Option 3 POP Begin: 04-01-2020 POP End: 03-31-2021</p>	12.00 MO	_____	_____
4008	<p>CONTRACTOR TO PROVIDE A MONTHLY PICKUP, REMOVAL AND PROPER DISPOSAL OF INFECTIOUS WASTE AT THE OTTUMWA OUTPATIENT CLINIC, LOCATED AT 1009 PENNSYLVANIA AVENUE, OTTUMWA, IA</p> <p>Contract Period: Option 3 POP Begin: 04-01-2020 POP End: 03-31-2021</p>	12.00 MO	_____	_____
4009	<p>CONTRACTOR TO PROVIDE A MONTHLY PICKUP, REMOVAL AND PROPER DISPOSAL OF INFECTIOUS WASTE AT THE DECORAH OUTPATIENT CLINIC, LOCATED AT 915 SHORT STREET, DECORAH</p> <p>Contract Period: Option 3</p>	12.00 MO	_____	_____

	POP Begin: 04-01-2020 POP End: 03-31-2021				
<b>4010</b>	CONTRACTOR TO PROVIDE A MONTHLY PICKUP, REMOVAL AND PROPER DISPOSAL OF INFECTIOUS WASTE AT THE STERLING OUTPATIENT CLINIC, LOCATED AT 406 AVE C, STERLING, IL Contract Period: Option 3 POP Begin: 04-01-2020 POP End: 03-31-2021	12.00	MO	_____	_____
<b>4011</b>	CONTRACTOR TO PROVIDE A MONTHLY PICKUP, REMOVAL AND PROPER DISPOSAL OF INFECTIOUS WASTE AT THE WATERLOO OUTPATIENT CLINIC, LOCATED AT 945 TOWER PARK DRIVE, WATERLOO, IA Contract Period: Option 3 POP Begin: 04-01-2020 POP End: 03-31-2021	12.00	MO	_____	_____
<b>4012</b>	CONTRACTOR TO PROVIDE A MONTHLY PICKUP, REMOVAL AND PROPER DISPOSAL OF INFECTIOUS WASTE AT THE DAVENPORT CRRC, LOCATED AT 415 PERRY STREET, DAVENPORT, IA Contract Period:	12.00	MO	_____	_____

	Option 3 POP Begin: 04-01-2020 POP End: 03-31-2021				
<b>5001</b>	CONTRACTOR TO PROVIDE TO THE VA MEDICAL CENTER, IOWA CITY, IOWA, PICKUP AND REMOVAL AND PROPER DISPOSAL OF INFECTIOUS WASTE, SCHEDULED PICKUPS (MONDAY-FRIDAY), 8,500LBS OF WASTE PER MONTH Contract Period: Option 4 POP Begin: 04-01-2021 POP End: 03-31-2022	12.00	MO	_____	_____
<b>5002</b>	CONTRACTOR TO PROVIDE A FULL SERVICE PROGRAM TO INCLUDE REPLACEMENT OF REUSABLE CONTAINERS AT THE POINT OF USE, REPLACING NEEDLE BOXES, BEFORE 3/4 FULL, IN THE USING AREA WHERE POSSIBLE TO THE VA MEDICAL CENTER, IOWA CITY, IOWA Contract Period: Option 4 POP Begin: 04-01-2021 POP End: 03-31-2022	12.00	MO	_____	_____
<b>5003</b>	CONTRACTOR TO PROVIDE A THE MONTHLY PICKUP,	12.00	MO	_____	_____

	<p>REMOVAL AND PROPER DISPOSAL OF INFECTIOUS WASTE AT THE GALESBURG OUTPATIENT CLINIC, LOCATED AT 310 HOME BLVD. GALESBURG, IL                  Contract Period:                  Option 4                  POP Begin: 04-01-2021                  POP End: 03-31-2022</p>				
<b>5004</b>	<p>CONTRACTOR TO PROVIDE A BIMONTHLY PICKUP, REMOVAL AND PROPER DISPOSAL OF INFECTIOUS WASTE AT THE QUAD CITIES OUTPATIENT CLINIC, LOCATED AT 2979 VICTORIA DRIVE, BETTENDORF, IA                  Contract Period:                  Option 4                  POP Begin: 04-01-2021                  POP End: 03-31-2022</p>	24.00	EA	_____	_____
<b>5005</b>	<p>CONTRACTOR TO PROVIDE A MONTHLY PICKUP, REMOVAL AND PROPER DISPOSAL OF INFECTIOUS WASTE AT THE CORALVILLE OUTPATIENT CLINIC, LOCATED AT 520 10TH AVENUE, CORALVILLE, IOWA                  Contract Period:                  Option 4                  POP Begin: 04-01-</p>	12.00	MO	_____	_____

	2021 POP End: 03-31-2022				
<b>5006</b>	CONTRACTOR TO PROVIDE A BIMONTHLY REMOVAL AND PROPER DISPOSAL OF INFECTIOUS WASTE AT THE QUINCY OUTPATIENT CLINIC, LOCATED AT 721 BROADWAY QUINCY, IL Contract Period: Option 4 POP Begin: 04-01-2021 POP End: 03-31-2022	24.00	EA	_____	_____
				—	—
<b>5007</b>	CONTRACTOR TO PROVIDE A MONTHLY REMOVAL AND PROPER DISPOSAL OF INFECTIOUS WASTE AT THE CEDAR RAPIDS OUTPATIENT CLINIC, LOCATED AT 2230 WILEY BLVD, CEDAR RAPIDS, IL Contract Period: Option 4 POP Begin: 04-01-2021 POP End: 03-31-2022	12.00	MO	_____	_____
				—	—
<b>5008</b>	CONTRACTOR TO PROVIDE A MONTHLY PICKUP, REMOVAL AND PROPER DISPOSAL OF INFECTIOUS WASTE AT THE OTTUMWA OUTPATIENT CLINIC, LOCATED AT 1009 PENNSYLVANIA AVENUE,	12.00	MO	_____	_____
				—	—

	OTTUMWA, IA Contract Period: Option 4 POP Begin: 04-01- 2021 POP End: 03-31-2022				
<b>5009</b>	CONTRACTOR TO PROVIDE A MONTHLY PICKUP, REMOVAL AND PROPER DISPOSAL OF INFECTIOUS WASTE AT THE DECORAH OUTPATIENT CLINIC, LOCATED AT 915 SHORT STREET, DECORAH Contract Period: Option 4 POP Begin: 04-01- 2021 POP End: 03-31-2022	12.00	MO	_____	_____
<b>5010</b>	CONTRACTOR TO PROVIDE A MONTHLY PICKUP, REMOVAL AND PROPER DISPOSAL OF INFECTIOUS WASTE AT THE STERLING OUTPATIENT CLINIC, LOCATED AT 406 AVE C, STERLING, IL Contract Period: Option 4 POP Begin: 04-01- 2021 POP End: 03-31-2022	12.00	MO	_____	_____
<b>5011</b>	CONTRACTOR TO PROVIDE A MONTHLY PICKUP, REMOVAL AND PROPER DISPOSAL OF INFECTIOUS WASTE AT THE WATERLOO OUTPATIENT CLINIC, LOCATED	12.00	MO	_____	_____

	AT 945 TOWER PARK DRIVE, WATERLOO, IA Contract Period: Option 4 POP Begin: 04-01- 2021 POP End: 03-31-2022				
<b>5012</b>	CONTRACTOR TO PROVIDE A MONTHLY PICKUP, REMOVAL AND PROPER DISPOSAL OF INFECTIOUS WASTE AT THE DAVENPORT CRRC, LOCATED AT 415 PERRY STREET, DAVENPORT, IA Contract Period: Option 4 POP Begin: 04-01- 2021 POP End: 03-31-2022	12.00	MO	_____	_____
					<b>GRAND TOTAL</b> _____

**A.2 DELIVERY SCHEDULE**

ITEM NUMBER	QUANTITY	DELIVERY DATE
SHIP TO: Department of Veterans Affairs Iowa City VA Health Care system 601 Hwy 6 West Iowa City, IA 52242 2208		03/31/2018

## SECTION C - CONTRACT CLAUSES

### C.1 52.212-4 CONTRACT TERMS AND CONDITIONS—COMMERCIAL ITEMS (MAY 2015)

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

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

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

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

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

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

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

(f) *Excusable delays.* The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(g) *Invoice.*

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

(i) Name and address of the Contractor;

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

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

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

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

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

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

(i) Payment.—

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

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

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

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

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

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

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

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

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

(D) Contractor point of contact.

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

(6) *Interest.*

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

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

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

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

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

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

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

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

(A) The date fixed under this contract.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(1) The schedule of supplies/services.

(2) The Assignments, Disputes, Payments, Invoice, Other Compliances, Compliance with Laws Unique to Government Contracts, and Unauthorized Obligations paragraphs of this clause;

(3) The clause at 52.212-5.

(4) Addenda to this solicitation or contract, including any license agreements for computer software.

(5) Solicitation provisions if this is a solicitation.

(6) Other paragraphs of this clause.

(7) The Standard Form 1449.

(8) Other documents, exhibits, and attachments

(9) The specification.

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

(1) Unless exempted by an addendum to this contract, the Contractor is responsible during performance and through final payment of any contract for the accuracy and completeness of the data within the SAM database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the SAM database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the SAM database to ensure it is current, accurate and complete. Updating information in

the SAM does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

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

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

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

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

(u) *Unauthorized Obligations.*

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

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

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

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

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

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

(End of Clause)

## **C.2 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS—COMMERCIAL ITEMS (JAN 2017) ALTERNATE II (JAN 2017)**

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

(1) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (NOV 2015).

(2) 52.233-3, Protest After Award (Aug 1996) (31 U.S.C. 3553).

(3) 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 (NOV 2011) (15 U.S.C. 637(a)(14)).

(20) 52.219-16, Liquidated Damages—Subcontracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).

(21) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (NOV 2011) (15 U.S.C. 657f).

(22) 52.219-28, Post Award Small Business Program Rerepresentation (Jul 2013) (15 U.S.C. 632(a)(2)).

(23) 52.219-29, Notice of Set-Aside for, or Sole Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (DEC 2015) (15 U.S.C. 637(m)).

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

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

(26) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (OCT 2016) (E.O. 13126).

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

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

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

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

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

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

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

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

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

(35) 52.222-59, Compliance with Labor Laws (Executive Order 13673) (OCT 2016). (Applies at \$50 million for solicitations and resultant contracts issued from October 25, 2016 through April 24, 2017; applies at \$500,000 for solicitations and resultant contracts issued after April 24, 2017).

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

(36) 52.222-60, Paycheck Transparency (Executive Order 13673) (OCT 2016).

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

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

(38) 52.223-11, Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (JUN 2016) (E.O. 13693).

(39) 52.223-12, Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (JUN 2016) (E.O. 13693).

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

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

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

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

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

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

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

(44) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (AUG 2011)

(45) 52.223-20, Aerosols (JUN 2016) (E.O. 13693).

(46) 52.223-21, Foams (JUN 2016) (E.O. 13693).

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

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

(48) 52.225-1, Buy American—Supplies (MAY 2014) (41 U.S.C. chapter 83).

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

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

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

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

(50) 52.225-5, Trade Agreements (Oct 2016) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

(51) 52.225-13, Restrictions on Certain Foreign Purchases (JUN 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

(52) 52.225–26, Contractors Performing Private Security Functions Outside the United States (OCT 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

(53) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).

(54) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).

(55) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

(56) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

(57) 52.232-33, Payment by Electronic Funds Transfer—System for Award Management (Jul 2013) (31 U.S.C. 3332).

(58) 52.232-34, Payment by Electronic Funds Transfer—Other than System for Award Management (Jul 2013) (31 U.S.C. 3332).

(59) 52.232-36, Payment by Third Party (MAY 2014) (31 U.S.C. 3332).

(60) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

(61) 52.242-5, Payments to Small Business Subcontractors (JAN 2017)(15 U.S.C. 637(d)(12)).

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

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

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

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

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

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

Employee Class

Monetary Wage-Fringe Benefits

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(e)(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), and (c), of this clause, the Contractor is not required to flow down any FAR clause in a subcontract for commercial items, other than—

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

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

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

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

(C) 52.219-8, Utilization of Small Business Concerns (OCT 2014) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$700,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**Note to paragraph (e)(1)(ii)(P):** By a court order issued on October 24, 2016, 52.222-59 is enjoined indefinitely as of the date of the order. The enjoined paragraph will become effective immediately if the court terminates the injunction. At that time, DoD, GSA, and NASA will publish a document in the **Federal Register** advising the public of the termination of the injunction.

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

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

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

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

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

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

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

(End of Clause)

### **C.1.1 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 thirty calendar days.

(End of Clause)

### **C.2.1 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 thirty calendar days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least forty-five 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 five years.

(End of Clause)

### **C.3 52.224-1 PRIVACY ACT NOTIFICATION (APR 1984)**

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

(End of Clause)

### **C.4 52.228-5 INSURANCE—WORK ON A GOVERNMENT INSTALLATION (JAN 1997)**

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

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

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

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

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

(End of Clause)

### **C.5 52.232-19 AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR (APR 1984)**

Funds are not presently available for performance under this contract beyond the base year ending March 31, 2018. The Government's obligation for performance of this contract beyond that date is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise for performance under this contract beyond the base year ending March 31, 2018, until funds are made available to the Contracting Officer for performance and until the Contractor receives notice of availability, to be confirmed in writing by the Contracting Officer.

(End of Clause)

## C.6 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

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

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

<b>FAR Number</b>	<b>Title</b>	<b>Date</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

(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 852.203-70 COMMERCIAL ADVERTISING (JAN 2008)**

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

(End of Clause)

## **C.9 VAAR 852.215-71 EVALUATION FACTOR COMMITMENTS (DEC 2009)**

The offeror agrees, if awarded a contract, to use the service-disabled veteran-owned small businesses or veteran-owned small businesses proposed as subcontractors in accordance with 852.215-70, Service-Disabled Veteran-Owned and Veteran-Owned Small Business Evaluation Factors, or to substitute one or

more service-disabled veteran-owned small businesses or veteran-owned small businesses for subcontract work of the same or similar value.

(End of Clause)

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

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

(End of Clause)



01060 - Dispatcher, Motor Vehicle  
15.38  
01070 - Document Preparation Clerk  
14.31  
01090 - Duplicating Machine Operator  
14.31  
01111 - General Clerk I  
11.63  
01112 - General Clerk II  
12.68  
01113 - General Clerk III  
14.24  
01120 - Housing Referral Assistant  
16.52  
01141 - Messenger Courier  
11.00  
01191 - Order Clerk I  
13.30  
01192 - Order Clerk II  
15.41  
01261 - Personnel Assistant (Employment) I  
14.60  
01262 - Personnel Assistant (Employment) II  
16.34  
01263 - Personnel Assistant (Employment) III  
18.22  
01270 - Production Control Clerk  
19.25  
01290 - Rental Clerk  
10.87  
01300 - Scheduler, Maintenance  
13.24  
01311 - Secretary I  
13.24  
01312 - Secretary II  
14.81  
01313 - Secretary III  
16.52  
01320 - Service Order Dispatcher  
14.62  
01410 - Supply Technician  
19.38  
01420 - Survey Worker  
13.11  
01460 - Switchboard Operator/Receptionist  
11.71  
01531 - Travel Clerk I  
13.20  
01532 - Travel Clerk II  
14.27  
01533 - Travel Clerk III  
15.44  
01611 - Word Processor I  
11.67  
01612 - Word Processor II  
13.10  
01613 - Word Processor III  
14.65  
05000 - Automotive Service Occupations

05005 - Automobile Body Repairer, Fiberglass  
 19.02  
 05010 - Automotive Electrician  
 18.51  
 05040 - Automotive Glass Installer  
 18.00  
 05070 - Automotive Worker  
 18.00  
 05110 - Mobile Equipment Servicer  
 16.94  
 05130 - Motor Equipment Metal Mechanic  
 19.02  
 05160 - Motor Equipment Metal Worker  
 18.00  
 05190 - Motor Vehicle Mechanic  
 19.02  
 05220 - Motor Vehicle Mechanic Helper  
 16.40  
 05250 - Motor Vehicle Upholstery Worker  
 17.45  
 05280 - Motor Vehicle Wrecker  
 18.00  
 05310 - Painter, Automotive  
 18.51  
 05340 - Radiator Repair Specialist  
 18.00  
 05370 - Tire Repairer  
 15.19  
 05400 - Transmission Repair Specialist  
 19.02  
 07000 - Food Preparation And Service Occupations  
 07010 - Baker  
 11.88  
 07041 - Cook I  
 10.68  
 07042 - Cook II  
 11.88  
 07070 - Dishwasher  
 8.74  
 07130 - Food Service Worker  
 8.96  
 07210 - Meat Cutter  
 14.01  
 07260 - Waiter/Waitress  
 9.07  
 09000 - Furniture Maintenance And Repair Occupations  
 09010 - Electrostatic Spray Painter  
 19.76  
 09040 - Furniture Handler  
 15.32  
 09080 - Furniture Refinisher  
 20.24  
 09090 - Furniture Refinisher Helper  
 16.46  
 09110 - Furniture Repairer, Minor  
 18.49  
 09130 - Upholsterer  
 20.24  
 11000 - General Services And Support Occupations

11030 - Cleaner, Vehicles  
10.91  
11060 - Elevator Operator  
10.73  
11090 - Gardener  
13.23  
11122 - Housekeeping Aide  
10.73  
11150 - Janitor  
10.73  
11210 - Laborer, Grounds Maintenance  
11.79  
11240 - Maid or Houseman  
9.50  
11260 - Pruner  
10.95  
11270 - Tractor Operator  
13.46  
11330 - Trail Maintenance Worker  
11.79  
11360 - Window Cleaner  
11.55  
12000 - Health Occupations  
12010 - Ambulance Driver  
15.48  
12011 - Breath Alcohol Technician  
15.48  
12012 - Certified Occupational Therapist Assistant  
19.38  
12015 - Certified Physical Therapist Assistant  
22.25  
12020 - Dental Assistant  
17.85  
12025 - Dental Hygienist  
30.40  
12030 - EKG Technician  
24.95  
12035 - Electroneurodiagnostic Technologist  
24.95  
12040 - Emergency Medical Technician  
15.48  
12071 - Licensed Practical Nurse I  
14.72  
12072 - Licensed Practical Nurse II  
16.46  
12073 - Licensed Practical Nurse III  
18.36  
12100 - Medical Assistant  
14.34  
12130 - Medical Laboratory Technician  
16.34  
12160 - Medical Record Clerk  
14.21  
12190 - Medical Record Technician  
16.41  
12195 - Medical Transcriptionist  
14.36  
12210 - Nuclear Medicine Technologist  
36.18

12221 - Nursing Assistant I  
10.66  
12222 - Nursing Assistant II  
11.98  
12223 - Nursing Assistant III  
13.07  
12224 - Nursing Assistant IV  
14.67  
12235 - Optical Dispenser  
15.13  
12236 - Optical Technician  
14.72  
12250 - Pharmacy Technician  
16.23  
12280 - Phlebotomist  
14.67  
12305 - Radiologic Technologist  
24.45  
12311 - Registered Nurse I  
21.66  
12312 - Registered Nurse II  
26.51  
12313 - Registered Nurse II, Specialist  
26.51  
12314 - Registered Nurse III  
32.08  
12315 - Registered Nurse III, Anesthetist  
32.08  
12316 - Registered Nurse IV  
38.42  
12317 - Scheduler (Drug and Alcohol Testing)  
20.40  
13000 - Information And Arts Occupations  
13011 - Exhibits Specialist I  
17.56  
13012 - Exhibits Specialist II  
21.43  
13013 - Exhibits Specialist III  
26.17  
13041 - Illustrator I  
16.69  
13042 - Illustrator II  
20.69  
13043 - Illustrator III  
25.31  
13047 - Librarian  
22.91  
13050 - Library Aide/Clerk  
10.65  
13054 - Library Information Technology Systems  
20.69  
Administrator  
13058 - Library Technician  
13.33  
13061 - Media Specialist I  
14.93  
13062 - Media Specialist II  
16.69  
13063 - Media Specialist III  
18.62

13071 - Photographer I  
 14.72  
 13072 - Photographer II  
 17.66  
 13073 - Photographer III  
 20.94  
 13074 - Photographer IV  
 26.01  
 13075 - Photographer V  
 30.93  
 13110 - Video Teleconference Technician  
 16.03  
 14000 - Information Technology Occupations  
 14041 - Computer Operator I  
 13.51  
 14042 - Computer Operator II  
 15.11  
 14043 - Computer Operator III  
 18.95  
 14044 - Computer Operator IV  
 21.08  
 14045 - Computer Operator V  
 23.33  
 14071 - Computer Programmer I  
 20.67  
 14072 - Computer Programmer II  
 25.59  
 14073 - Computer Programmer III (see 1)  
 14074 - Computer Programmer IV (see 1)  
 14101 - Computer Systems Analyst I  
 27.53  
 14102 - Computer Systems Analyst II (see 1)  
 14103 - Computer Systems Analyst III (see 1)  
 14150 - Peripheral Equipment Operator  
 13.51  
 14160 - Personal Computer Support Technician  
 21.08  
 15000 - Instructional Occupations  
 15010 - Aircrew Training Devices Instructor (Non-Rated)  
 27.53  
 15020 - Aircrew Training Devices Instructor (Rated)  
 33.31  
 15030 - Air Crew Training Devices Instructor (Pilot)  
 39.12  
 15050 - Computer Based Training Specialist / Instructor  
 27.53  
 15060 - Educational Technologist  
 26.59  
 15070 - Flight Instructor (Pilot)  
 39.12  
 15080 - Graphic Artist  
 19.60  
 15090 - Technical Instructor  
 18.70  
 15095 - Technical Instructor/Course Developer  
 22.98  
 15110 - Test Proctor  
 15.09  
 15120 - Tutor  
 15.09

16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations  
16010 - Assembler  
9.53  
16030 - Counter Attendant  
9.53  
16040 - Dry Cleaner  
12.42  
16070 - Finisher, Flatwork, Machine  
9.53  
16090 - Presser, Hand  
9.53  
16110 - Presser, Machine, Drycleaning  
9.53  
16130 - Presser, Machine, Shirts  
9.53  
16160 - Presser, Machine, Wearing Apparel, Laundry  
9.53  
16190 - Sewing Machine Operator  
13.37  
16220 - Tailor  
14.31  
16250 - Washer, Machine  
10.54  
19000 - Machine Tool Operation And Repair Occupations  
19010 - Machine-Tool Operator (Tool Room)  
19.47  
19040 - Tool And Die Maker  
22.07  
21000 - Materials Handling And Packing Occupations  
21020 - Forklift Operator  
15.86  
21030 - Material Coordinator  
19.25  
21040 - Material Expediter  
19.25  
21050 - Material Handling Laborer  
15.82  
21071 - Order Filler  
10.93  
21080 - Production Line Worker (Food Processing)  
15.86  
21110 - Shipping Packer  
17.16  
21130 - Shipping/Receiving Clerk  
15.94  
21140 - Store Worker I  
14.36  
21150 - Stock Clerk  
17.94  
21210 - Tools And Parts Attendant  
15.86  
21410 - Warehouse Specialist  
15.86  
23000 - Mechanics And Maintenance And Repair Occupations  
23010 - Aerospace Structural Welder  
23.70  
23021 - Aircraft Mechanic I  
22.78  
23022 - Aircraft Mechanic II  
23.70

23023 - Aircraft Mechanic III  
24.39  
23040 - Aircraft Mechanic Helper  
17.66  
23050 - Aircraft, Painter  
21.89  
23060 - Aircraft Servicer  
19.85  
23080 - Aircraft Worker  
20.94  
23110 - Appliance Mechanic  
21.89  
23120 - Bicycle Repairer  
15.87  
23125 - Cable Splicer  
29.41  
23130 - Carpenter, Maintenance  
20.39  
23140 - Carpet Layer  
20.94  
23160 - Electrician, Maintenance  
25.46  
23181 - Electronics Technician Maintenance I  
23.27  
23182 - Electronics Technician Maintenance II  
24.15  
23183 - Electronics Technician Maintenance III  
25.31  
23260 - Fabric Worker  
19.85  
23290 - Fire Alarm System Mechanic  
22.78  
23310 - Fire Extinguisher Repairer  
18.75  
23311 - Fuel Distribution System Mechanic  
21.24  
23312 - Fuel Distribution System Operator  
17.57  
23370 - General Maintenance Worker  
18.15  
23380 - Ground Support Equipment Mechanic  
22.78  
23381 - Ground Support Equipment Servicer  
19.85  
23382 - Ground Support Equipment Worker  
20.94  
23391 - Gunsmith I  
18.75  
23392 - Gunsmith II  
20.94  
23393 - Gunsmith III  
22.78  
23410 - Heating, Ventilation And Air-Conditioning  
24.46  
Mechanic  
23411 - Heating, Ventilation And Air Contditioning  
25.68  
Mechanic (Research Facility)  
23430 - Heavy Equipment Mechanic  
21.15

23440 - Heavy Equipment Operator  
19.95  
23460 - Instrument Mechanic  
22.78  
23465 - Laboratory/Shelter Mechanic  
21.89  
23470 - Laborer  
13.20  
23510 - Locksmith  
21.89  
23530 - Machinery Maintenance Mechanic  
24.28  
23550 - Machinist, Maintenance  
19.63  
23580 - Maintenance Trades Helper  
16.46  
23591 - Metrology Technician I  
22.78  
23592 - Metrology Technician II  
23.57  
23593 - Metrology Technician III  
24.26  
23640 - Millwright  
23.19  
23710 - Office Appliance Repairer  
20.39  
23760 - Painter, Maintenance  
18.50  
23790 - Pipefitter, Maintenance  
25.63  
23810 - Plumber, Maintenance  
21.82  
23820 - Pneudraulic Systems Mechanic  
22.78  
23850 - Rigger  
22.78  
23870 - Scale Mechanic  
20.94  
23890 - Sheet-Metal Worker, Maintenance  
22.17  
23910 - Small Engine Mechanic  
19.22  
23931 - Telecommunications Mechanic I  
23.73  
23932 - Telecommunications Mechanic II  
24.67  
23950 - Telephone Lineman  
21.08  
23960 - Welder, Combination, Maintenance  
20.27  
23965 - Well Driller  
22.78  
23970 - Woodcraft Worker  
22.78  
23980 - Woodworker  
18.75  
24000 - Personal Needs Occupations  
24570 - Child Care Attendant  
9.63

24580 - Child Care Center Clerk  
12.02  
24610 - Chore Aide  
11.02  
24620 - Family Readiness And Support Services  
12.50  
Coordinator  
24630 - Homemaker  
15.31  
25000 - Plant And System Operations Occupations  
25010 - Boiler Tender  
22.78  
25040 - Sewage Plant Operator  
18.72  
25070 - Stationary Engineer  
22.78  
25190 - Ventilation Equipment Tender  
17.66  
25210 - Water Treatment Plant Operator  
18.72  
27000 - Protective Service Occupations  
27004 - Alarm Monitor  
17.82  
27007 - Baggage Inspector  
10.95  
27008 - Corrections Officer  
18.93  
27010 - Court Security Officer  
19.14  
27030 - Detection Dog Handler  
14.39  
27040 - Detention Officer  
18.93  
27070 - Firefighter  
18.68  
27101 - Guard I  
10.95  
27102 - Guard II  
14.39  
27131 - Police Officer I  
21.40  
27132 - Police Officer II  
23.77  
28000 - Recreation Occupations  
28041 - Carnival Equipment Operator  
10.45  
28042 - Carnival Equipment Repairer  
10.82  
28043 - Carnival Worker  
9.09  
28210 - Gate Attendant/Gate Tender  
13.41  
28310 - Lifeguard  
11.01  
28350 - Park Attendant (Aide)  
15.00  
28510 - Recreation Aide/Health Facility Attendant  
10.95  
28515 - Recreation Specialist  
18.59

28630 - Sports Official  
 11.95  
 28690 - Swimming Pool Operator  
 15.27  
 29000 - Stevedoring/Longshoremen Occupational Services  
 29010 - Blocker And Bracer  
 20.93  
 29020 - Hatch Tender  
 20.93  
 29030 - Line Handler  
 20.93  
 29041 - Stevedore I  
 18.59  
 29042 - Stevedore II  
 21.89  
 30000 - Technical Occupations  
 30010 - Air Traffic Control Specialist, Center (HFO) (see 2)  
 35.77  
 30011 - Air Traffic Control Specialist, Station (HFO) (see 2)  
 24.66  
 30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)  
 27.16  
 30021 - Archeological Technician I  
 17.33  
 30022 - Archeological Technician II  
 19.39  
 30023 - Archeological Technician III  
 24.03  
 30030 - Cartographic Technician  
 24.03  
 30040 - Civil Engineering Technician  
 22.29  
 30061 - Drafter/CAD Operator I  
 17.33  
 30062 - Drafter/CAD Operator II  
 21.58  
 30063 - Drafter/CAD Operator III  
 22.11  
 30064 - Drafter/CAD Operator IV  
 26.60  
 30081 - Engineering Technician I  
 15.65  
 30082 - Engineering Technician II  
 17.86  
 30083 - Engineering Technician III  
 20.62  
 30084 - Engineering Technician IV  
 24.34  
 30085 - Engineering Technician V  
 29.79  
 30086 - Engineering Technician VI  
 36.05  
 30090 - Environmental Technician  
 24.03  
 30210 - Laboratory Technician  
 25.15  
 30240 - Mathematical Technician  
 24.03  
 30361 - Paralegal/Legal Assistant I  
 15.73

30362 - Paralegal/Legal Assistant II  
 19.50  
 30363 - Paralegal/Legal Assistant III  
 23.85  
 30364 - Paralegal/Legal Assistant IV  
 28.86  
 30390 - Photo-Optics Technician  
 24.03  
 30461 - Technical Writer I  
 18.08  
 30462 - Technical Writer II  
 22.11  
 30463 - Technical Writer III  
 26.75  
 30491 - Unexploded Ordnance (UXO) Technician I  
 22.74  
 30492 - Unexploded Ordnance (UXO) Technician II  
 27.51  
 30493 - Unexploded Ordnance (UXO) Technician III  
 32.97  
 30494 - Unexploded (UXO) Safety Escort  
 22.74  
 30495 - Unexploded (UXO) Sweep Personnel  
 22.74  
 30620 - Weather Observer, Combined Upper Air Or (see 2)  
 21.63  
 Surface Programs  
 30621 - Weather Observer, Senior (see 2)  
 24.03  
 31000 - Transportation/Mobile Equipment Operation Occupations  
 31020 - Bus Aide  
 12.53  
 31030 - Bus Driver  
 15.72  
 31043 - Driver Courier  
 13.44  
 31260 - Parking and Lot Attendant  
 11.13  
 31290 - Shuttle Bus Driver  
 14.05  
 31310 - Taxi Driver  
 12.42  
 31361 - Truckdriver, Light  
 14.05  
 31362 - Truckdriver, Medium  
 14.87  
 31363 - Truckdriver, Heavy  
 19.87  
 31364 - Truckdriver, Tractor-Trailer  
 19.87  
 99000 - Miscellaneous Occupations  
 99030 - Cashier  
 8.77  
 99050 - Desk Clerk  
 9.56  
 99095 - Embalmer  
 24.57  
 99251 - Laboratory Animal Caretaker I  
 12.85

99252 - Laboratory Animal Caretaker II  
13.63  
99310 - Mortician  
24.57  
99410 - Pest Controller  
15.59  
99510 - Photofinishing Worker  
11.95  
99710 - Recycling Laborer  
15.04  
99711 - Recycling Specialist  
17.17  
99730 - Refuse Collector  
13.97  
99810 - Sales Clerk  
12.45  
99820 - School Crossing Guard  
13.71  
99830 - Survey Party Chief  
24.55  
99831 - Surveying Aide  
12.29  
99832 - Surveying Technician  
16.84  
99840 - Vending Machine Attendant  
13.02  
99841 - Vending Machine Repairer  
14.28  
99842 - Vending Machine Repairer Helper  
13.02

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

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$4.27 per hour or \$170.80 per week or \$740.13 per month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 5 years, 4 weeks after 15 years, and 5 weeks after 25 years.

Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

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

THE OCCUPATIONS WHICH HAVE NUMBERED FOOTNOTES IN PARENTHESES RECEIVE THE FOLLOWING:

1) COMPUTER EMPLOYEES: Under the SCA at section 8(b), this wage determination does not apply to any employee who individually qualifies as a bona fide executive, administrative, or professional employee as defined in 29 C.F.R. Part 541. Because most Computer System Analysts and Computer Programmers who are compensated at a rate not less than \$27.63 (or on a salary or fee basis at a rate not less than \$455 per week) an hour would likely qualify as exempt computer professionals, (29 C.F.R. 541.400) wage rates may not be listed on this wage determination for all occupations within those job families. In addition, because this wage determination may not list a wage rate for some or all occupations within those job families if the survey data indicates that the prevailing wage rate for the occupation equals or exceeds \$27.63 per hour conformances may be necessary for certain nonexempt employees. For example, if an individual employee is nonexempt but nevertheless performs duties within the scope of one of the Computer Systems Analyst or Computer Programmer occupations for which this wage determination does not specify an SCA wage rate, then the wage rate for that employee must be conformed in accordance with the conformance procedures described in the conformance note included on this wage determination.

Additionally, because job titles vary widely and change quickly in the computer industry, job titles are not determinative of the application of the computer professional exemption. Therefore, the exemption applies only to computer employees

who satisfy the compensation requirements and whose primary duty consists of:

(1) The application of systems analysis techniques and procedures, including consulting with users, to determine hardware, software or system functional specifications;

(2) The design, development, documentation, analysis, creation, testing or modification of computer systems or programs, including prototypes, based on and related to user or system design specifications;

(3) The design, documentation, testing, creation or modification of computer programs related to machine operating systems; or

(4) A combination of the aforementioned duties, the performance of which requires the same level of skills. (29 C.F.R. 541.400).

2) AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY:

If you

work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am.

If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime

(i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

\*\* HAZARDOUS PAY DIFFERENTIAL \*\*

An 8 percent differential is applicable to employees employed in a position that

represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder.

All dry-house activities involving propellants or explosives.

Demilitarization,

modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving re-grading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that

represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials

which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

\*\* UNIFORM ALLOWANCE \*\*

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

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

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

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

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

Conformance Process:

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

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order the proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, U.S. Department of Labor, for review (See 29 CFR 4.6(b)(2)(ii)).

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

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

6) The contractor informs the affected employees.

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

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

## **SECTION E - SOLICITATION PROVISIONS**

### **E.1 52.212-2 EVALUATION—COMMERCIAL ITEMS (OCT 2014)**

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

Award will be made on the basis of the lowest evaluated

price of the proposals meeting or exceeding the acceptability standards for non-cost factors in accordance with FAR 15.101(b)(1)

(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.

(End of Provision)

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

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

(End of Provision)

### **E.3 52.232-33 PAYMENT BY ELECTRONIC FUNDS TRANSFER—SYSTEM FOR AWARD MANAGEMENT (JUL 2013)**

(a) Method of payment. (1) All payments by the Government under this contract shall be made by electronic funds transfer (EFT), except as provided in paragraph (a)(2) of this clause. As used in this clause, the term "EFT" refers to the funds transfer and may also include the payment information transfer.

(2) In the event the Government is unable to release one or more payments by EFT, the Contractor agrees to either—

(i) Accept payment by check or some other mutually agreeable method of payment; or

(ii) Request the Government to extend the payment due date until such time as the Government can make payment by EFT (but see paragraph (d) of this clause).

(b) *Contractor's EFT information.* The Government shall make payment to the Contractor using the EFT information contained in the System for Award Management (SAM) database. In the event that the EFT information changes, the Contractor shall be responsible for providing the updated information to the SAM database.

(c) *Mechanisms for EFT payment.* The Government may make payment by EFT through either the Automated Clearing House (ACH) network, subject to the rules of the National Automated Clearing House Association, or the Fedwire Transfer System. The rules governing Federal payments through the ACH are contained in 31 CFR part 210.

(d) *Suspension of payment.* If the Contractor's EFT information in the SAM database is incorrect, then the Government need not make payment to the Contractor under this contract until correct EFT information is entered into the SAM database; and any invoice or contract financing request shall be deemed not to be a proper invoice for the purpose of prompt payment under this contract. The prompt payment terms of the contract regarding notice of an improper invoice and delays in accrual of interest penalties apply.

(e) *Liability for uncompleted or erroneous transfers.* (1) If an uncompleted or erroneous transfer occurs because the Government used the Contractor's EFT information incorrectly, the Government remains responsible for—

- (i) Making a correct payment;
- (ii) Paying any prompt payment penalty due; and
- (iii) Recovering any erroneously directed funds.

(2) If an uncompleted or erroneous transfer occurs because the Contractor's EFT information was incorrect, or was revised within 30 days of Government release of the EFT payment transaction instruction to the Federal Reserve System, and—

(i) If the funds are no longer under the control of the payment office, the Government is deemed to have made payment and the Contractor is responsible for recovery of any erroneously directed funds; or

(ii) If the funds remain under the control of the payment office, the Government shall not make payment, and the provisions of paragraph (d) of this clause shall apply.

(f) *EFT and prompt payment.* A payment shall be deemed to have been made in a timely manner in accordance with the prompt payment terms of this contract if, in the EFT payment transaction instruction released to the Federal Reserve System, the date specified for settlement of the payment is on or before the prompt payment due date, provided the specified payment date is a valid date under the rules of the Federal Reserve System.

(g) *EFT and assignment of claims.* If the Contractor assigns the proceeds of this contract as provided for in the assignment of claims terms of this contract, the Contractor shall require as a condition of any such assignment, that the assignee shall register separately in the SAM database and shall be paid by EFT in accordance with the terms of this clause. Notwithstanding any other requirement of this contract, payment to an ultimate recipient other than the Contractor, or a financial institution properly recognized under an assignment of claims pursuant to subpart 32.8, is not permitted. In all respects, the requirements of this clause shall apply to the assignee as if it were the Contractor. EFT information that shows the ultimate

recipient of the transfer to be other than the Contractor, in the absence of a proper assignment of claims acceptable to the Government, is incorrect EFT information within the meaning of paragraph (d) of this clause.

(h) *Liability for change of EFT information by financial agent.* The Government is not liable for errors resulting from changes to EFT information made by the Contractor's financial agent.

(i) *Payment information.* The payment or disbursing office shall forward to the Contractor available payment information that is suitable for transmission as of the date of release of the EFT instruction to the Federal Reserve System. The Government may request the Contractor to designate a desired format and method(s) for delivery of payment information from a list of formats and methods the payment office is capable of executing. However, the Government does not guarantee that any particular format or method of delivery is available at any particular payment office and retains the latitude to use the format and delivery method most convenient to the Government. If the Government makes payment by check in accordance with paragraph (a) of this clause, the Government shall mail the payment information to the remittance address contained in the SAM database.

(End of Clause)

#### **E.4 52.233-2 SERVICE OF PROTEST (SEP 2006)**

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

Hand-Carried Address:

Department of Veterans Affairs  
Network Contracting Office 23 (NCO 23)  
Attention: Branch Chief  
2011 W26TH St. Rm 103  
Sioux Falls, SD 57105

Mailing Address:

Department of Veterans Affairs  
Network Contracting Office 23 (NCO 23)  
2501 W 22<sup>nd</sup> Street  
Sioux Falls, SD 57105

(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.5 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)**

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text

available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

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

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

(End of Provision)

## **E.6 VAAR 852.215-70 SERVICE-DISABLED VETERAN-OWNED AND VETERAN-OWNED SMALL BUSINESS EVALUATION FACTORS (JUL 2016)(DEVIATION)**

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

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

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

(End of Provision)

## **E.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 852.270-1 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)