

SECTION B - CONTINUATION OF SF 1449 BLOCKS

B.1 CONTRACT ADMINISTRATION DATA

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

a. CONTRACTOR:

b. GOVERNMENT: Contracting Officer 36C261

Department of Veterans Affairs
VA Sierra Pacific Network (VISN 21)
VA Northern California HealthCare System
5342 Dudley Blvd, Bldg 209
McClellan CA 95652-2609

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—System For Award Management,
or

☐ 52.232-36, Payment by Third Party

3. INVOICES: Invoices shall be submitted in arrears:

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

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

Department of Veterans Affairs
FMS VA-9(101) Financial Services Center
PO Box 149971
Austin TX 78714-9971

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

AMENDMENT NO	DATE

B.2 PRICE/COST SCHEDULE**ITEM INFORMATION**

ITEM NUMBER	DESCRIPTION OF SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	Hazardous Waste Removal Contract Period: Base POP Begin: 09-01-2018 POP End: 08-31-2019	12.00	MO	_____	_____
1001	Hazardous Waste Removal Contract Period: Option 1 POP Begin: 09-01-2019 POP End: 08-31-2020	12.00	MO	_____	_____
2001	Hazardous Waste Removal Contract Period: Option 2 POP Begin: 09-01-2020 POP End: 08-31-2021	12.00	MO	_____	_____
				GRAND TOTAL	_____

**Performance Work Statement
Hazardous Waste Removal
VA Sierra Nevada Health Care System**

Section 1: General Information

1.1 General: This is a non-personal services contract to provide hazardous waste removal services for the VA Sierra Nevada Health Care System (VASNHCS). The Government shall not exercise any supervision or control over the contract service providers performing the services herein. Such contract service providers shall be accountable solely to the Contractor who, in turn is responsible to the Government.

1.2 Period of Performance:

Base Year:	September 1, 2018 to August 31, 2019
Option Year 1:	September 1, 2019 to August 31, 2020
Option Year 2:	September 1, 2020 to August 31, 2021

1.3 Place of Performance:

VA Sierra Nevada Health Care System Building 138, Conference Room 975 Kirman Ave Reno, NV 89502	Dental Clinic 3674 S. Virginia Street Reno, NV 89502	Eye Clinic 2295 Kietzke Lane Reno, NV 89502
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1.4 Hours of Operation: Services shall be provided between the hours of 8:00 a.m. and 4:30 p.m., Monday through Friday, excluding the Federal holidays.

1.5 Invoicing: All invoices from the contractor shall be submitted electronically in accordance with VAAR Clause 852.232-72 Electronic Submission of Payment Requests.

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

More information on the VA Financial Services Center is available at <http://www.fsc.va.gov/einvoice.asp>.

Vendor e-Invoice Set-Up Information:

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

- Tungsten e-Invoice Setup Information: 1-877-489-6135
- Tungsten e-Invoice email: VA.Registration@Tungsten-Network.com

- FSC e-Invoice Contact Information: 1-877-353-9791
- FSC e-invoice email: vafscshd@va.gov

Section 2: Definitions & Acronyms

2.1 Definitions:

Asbestos Waste: As defined in 40 CFR Part 61, National Emissions Standards for Hazardous Air Pollutants, Subpart M, National Emission Standard For Asbestos.

Controlled Substances: Waste which is generated from pharmaceuticals, which are subject to the Controlled Substances Act and the Federal Food, Drug, and Cosmetic Act.

Extremely and Acute Hazardous Waste: This includes all materials also identified by the 1976 RCRA and State of California Health and Safety Code, Section 25115. This waste includes toxic corrosive acids, gases, chemicals, and solids which may be explosive, flammable or highly corrosive and could cause disease or serious injury to human health.

General Waste: Waste (non-infectious, non-hazardous) which is considered not to harbor any viable pathogens nor hazardous materials. This waste may be placed into clear plastic liners and can be disposed of in landfills and/or incinerated. Including medical waste that is rendered non-infectious by autoclaving or by the use of Liquid Treatment System (LTS).

Hazardous Waste: Any waste material or mixture of wastes which is toxic, corrosive, flammable, an irritant, a strong sensitizer or which generates pressure through decomposition, heat or other means, if such a waste or mixture of wastes may cause substantial injury, serious illness or harm to humans, domestic livestock or wildlife. Hazardous waste includes extremely hazardous material. This also includes all materials identified by the Resource Conservation and Recovery Act of 1976 (RCRA); Subtitle C, 40 CFR, Parts 260-265 and the State of California and Safety Code, Section 25117.

Universal Waste: A category of hazardous wastes that are widely produced by households and many different types of businesses. Universal wastes include televisions, computers and other electronic devices as well as batteries, fluorescent lamps, mercury thermostats, and other mercury containing equipment, among others. The hazardous waste regulations (Cal. Code Regs, tit. 22, div. 4.5, ch. 11 section 66261.9) identify seven categories of hazardous wastes that can be managed as universal wastes. Any unwanted item that falls within one of these waste streams can be handled, transported and recycled following the simple requirements set forth in the universal waste regulations (UWR) (Cal. Code Regs, tit. 22, div. 4.5, ch. 23)

Mixed Waste: Mixtures of medical and nonmedical waste. Mixed waste is medical waste, except for all of the following:

- (a) Medical waste and hazardous waste is hazardous waste and is subject to regulation as specified in the statutes and regulations applicable to hazardous waste.
- (b) Medical waste and radioactive waste is radioactive waste and is subject to regulation as specified in the statutes and regulations applicable to radioactive waste.

(c) Medical waste, hazardous waste, and radioactive waste is radioactive mixed waste and is subject to regulation as specified in the statutes and regulations applicable to hazardous waste and radioactive waste.

Special Medical Waste: As defined in the Medical Waste Management Act.

2.2 Acronyms:

CBI	Compliance and Business Integrity
COR	Contracting Officer Representative
EPA	Environmental Protection Agency
OSHA	Occupational Safety and Health Administration
PWS	Performance Work Statement
RCRA	Resource Conservation and Recovery Act
UW	Universal Waste
VA	Veterans Affairs
VASNHCS	Veterans Affairs Sierra Nevada Health Care System

Section 3: Government Furnished Property, Equipment, and Services

None.

Section 4: Contractor Furnished Items and Services

The Contractor shall provide all equipment, supplies, management, supervision, personnel, and transportation necessary to assure that all services are in accordance with the contract and all applicable laws and regulations. The contractor shall ensure all work meets performance standards specified in this Performance Work Statement (PWS) and referenced documents.

Section 5: Specific Tasks

5.1 The contractor shall provide all labor, equipment, supplies, materials transportation, and supervision for monthly disposal service of:

- a) Environmental Protection Agency (EPA) Resource Conservation & Recovery Act (RCRA) regulated pharmaceutical drugs and other miscellaneous chemicals.
- b) Universal Waste (UW) (batteries) of the following types: Lead Acid, Lithium, Ni-Cad, Alkaline, Nickel Metal Hydride.

5.2 Contractor shall pick up pharmaceutical and Universal Wastes (UW) on a monthly basis, notifying the VA representative of the date and approximate time of each pickup, with pickups being scheduled on or as close as possible to the last business day of each month.

5.3 Security Badging

- a) The technician that provides service the Pharmacy located at 975 Kirman Ave will be required to go through a background check before they will be allowed to access the Pharmacy.
- b) The technicians providing services for locations other than the Pharmacy at 975 Kirman Ave, the staff will be required to report to the VA Police and obtain a temporary identification badge prior to conducting business on Government property. In the absence of the COR, the contractor shall be supplied with the VA field representative for a specified pick-up.

5.4 Contractor shall comply with:

- a) All applicable Federal, State, and local laws, concerning the transportation, management, and ultimate disposal of regulated material.
- b) Contractor shall maintain all necessary medical waste permits and licenses for the disposal of and treatment of such waste.
- c) Contractor shall possess an assigned U.S. Environmental Protection Agency (EPA) authorization and identification number.
- d) Contractor shall possess Department of Transportation permits, insurance prior to transport and/or disposal of subject waste. If contractor requires additional information, they may contact U.S. EPA regional office. Copy of all licenses shall be provided to Contracting Officer upon contract award.

5.5 The Contracting Officer's Representative will conduct quarterly on-site inspections of the facilities involved in the proper administration of this contract this shall include but not be limited to:

- a) The Parent Company.
- b) All Processing Plants Associated with Disposal of the Hazardous Materials rendered from the VASNHCS for disposal or handling.

5.6 Contractor shall be provided with locations of satellite accumulation points of the RCRA Regulated Drugs and UW Battery accumulation points. The contractor shall be responsible for visiting each site to pick up and process the wastes. It is estimated that at least thirty (30) satellite areas will be located throughout the hospital, with assorted generations at each site.

5.7 Contractor shall minimize P-listed wastes by removing packaging and non-regulated materials from shelf life expired materials, to the extent possible, and provide a tare weight of the P-listed wastes each month to the VA Representative, using contractor provided scales.

5.8 Contractor shall replace all receptacles as required during the pick-up process but no less than replacement on a quarterly basis. Contractor upon replacement of containers shall properly re-label the container. Contractor shall provide a written report along with the waste manifest detailing locations where containers were removed from satellite storage areas in order for the VA to provide replacement containers. Contractor will remove/obliterate old labels and replace with new labels at all satellite locations to ensure accumulations dates are current. Labels will be provided by the Contractor.

5.9 Compliance and Business Integrity (CBI) Training:

- a) **AWARENESS TRAINING:** Contractor employees shall complete initial compliance awareness training within thirty (30) days of commencing work under this contract as well as complete annual compliance awareness refresher training. At the minimum, CBI awareness training will include the following topics:
 - 1) The revenue cycle
 - 2) Seven elements of an effective compliance program.
 - 3) Definition of high risk areas.
 - 4) Definition of compliance concerns and how to address a compliance concern.

This requirement can be fulfilled by completing the training module available via the following Internet site: <https://www.visn21.va.gov/CBI.asp>.

- b) **REMEDIAL TRAINING:** When notified, contract employees must complete remedial training and education to address any detected compliance exceptions.
- c) **PROOF OF TRAINING:** Contract employees are responsible for submitting proof of awareness and remedial training completed to the Contracting Officer's Representative (COR) for this contract. The COR will retain proof of training in accordance with applicable Records Control Schedule. All contractor personnel servicing this contract shall possess a minimum of four (4) years direct hospital experience.

5.9 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 function of the facility, including utility services, fire protection systems, and passage of facility patients, personnel, equipment, and carts.

5.10 Contractor Qualifications

- a) The Contractor shall have hired qualified staff servicing the needs of this contract.
- b) Contractor staff entering the facility to service this scope of work shall have a minimum of four years of hospital RCRA waste handling experience. Contractor shall be able to clearly demonstrate and show evidence of:
 - 1) Staff Training
 - 2) Contractor Reliability
 - 3) Contractor Ability
 - 4) Field Technician Experience (minimum 4 years direct hospital RCRA waste experience for staffs entering the facility)

Section 6: Attachments

Attachment #1 Quality Assurance Surveillance Plan

Attachment #7 Wage Determination 96-0223 (rev 43)

SECTION C - CONTRACT CLAUSES

C.1 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

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

(End of Clause)

<u>FAR Number</u>	<u>Title</u>	<u>Date</u>
52.204-18	COMMERCIAL AND GOVERNMENT ENTITY CODE MAINTENANCE	JUL 2016
52.212-4	CONTRACT TERMS AND CONDITIONS—COMMERCIAL ITEMS	JAN 2017
52.232-40	PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS	DEC 2013
52.237-2	PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATION	APR 1984
852.203-70	COMMERCIAL ADVERTISING	MAY 2018
852.215-70	SERVICE-DISABLED VETERAN-OWNED AND VETERAN- OWNED SMALL BUSINESS EVALUATION FACTORS	JUL 2016
852.215-71	EVALUATION FACTOR COMMITMENTS	DEC 2009
852.232-72	ELECTRONIC SUBMISSION OF PAYMENT REQUESTS	NOV 2012

C.2 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS—COMMERCIAL ITEMS (JAN 2018)

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

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

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

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

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

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

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

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

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

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

☐ (5) [Reserved]

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

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

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

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

☐ (10) [Reserved]

☐ (11)(i) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (NOV 2011) (15 U.S.C. 657a).

☐ (ii) Alternate I (NOV 2011) of 52.219-3.

☐ (12)(i) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (OCT 2014) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

☐ (ii) Alternate I (JAN 2011) of 52.219-4.

☐ (13) [Reserved]

☒ (14)(i) 52.219-6, Notice of Total Small Business Set-Aside (NOV 2011) (15 U.S.C. 644).

☐ (ii) Alternate I (NOV 2011).

☐ (iii) Alternate II (NOV 2011).

☐ (15)(i) 52.219-7, Notice of Partial Small Business Set-Aside (June 2003) (15 U.S.C. 644).

☐ (ii) Alternate I (Oct 1995) of 52.219-7.

- ☐ (iii) Alternate II (Mar 2004) of 52.219-7.
- ☐ (16) 52.219-8, Utilization of Small Business Concerns (NOV 2016) (15 U.S.C. 637(d)(2) and (3)).
- ☐ (17)(i) 52.219-9, Small Business Subcontracting Plan (JAN 2017) (15 U.S.C. 637(d)(4)).
- ☐ (ii) Alternate I (NOV 2016) of 52.219-9.
- ☐ (iii) Alternate II (NOV 2016) of 52.219-9.
- ☐ (iv) Alternate III (NOV 2016) of 52.219-9.
- ☐ (v) Alternate IV (NOV 2016) of 52.219-9.
- ☐ (18) 52.219-13, Notice of Set-Aside of Orders (NOV 2011) (15 U.S.C. 644(r)).
- ☐ (19) 52.219-14, Limitations on Subcontracting (JAN 2017) (15 U.S.C. 637(a)(14)).
- ☐ (20) 52.219-16, Liquidated Damages—Subcontracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).
- ☐ (21) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (NOV 2011) (15 U.S.C. 657f).
- ☒ (22) 52.219-28, Post Award Small Business Program Rerepresentation (Jul 2013) (15 U.S.C. 632(a)(2)).
- ☐ (23) 52.219-29, Notice of Set-Aside for, or Sole Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (DEC 2015) (15 U.S.C. 637(m)).
- ☐ (24) 52.219-30, Notice of Set-Aside for, or Sole Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (DEC 2015) (15 U.S.C. 637(m)).
- ☒ (25) 52.222-3, Convict Labor (June 2003) (E.O. 11755).
- ☐ (26) 52.222–19, Child Labor—Cooperation with Authorities and Remedies (JAN 2018) (E.O. 13126).
- ☒ (27) 52.222-21, Prohibition of Segregated Facilities (APR 2015).
- ☒ (28) 52.222–26, Equal Opportunity (SEP 2016) (E.O. 11246).
- ☒ (29) 52.222-35, Equal Opportunity for Veterans (OCT 2015) (38 U.S.C. 4212).
- ☒ (30) 52.222-36, Equal Opportunity for Workers with Disabilities (JUL 2014) (29 U.S.C. 793).
- ☒ (31) 52.222-37, Employment Reports on Veterans (FEB 2016) (38 U.S.C. 4212).
- ☐ (32) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496).
- ☒ (33)(i) 52.222-50, Combating Trafficking in Persons (MAR 2015) (22 U.S.C. chapter 78 and E.O. 13627).
- ☐ (ii) Alternate I (MAR 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Employee Class	Monetary Wage-Fringe Benefits
Environmental Technician GS-7	\$19.82 to \$25.77
Laborer WG-2	\$15.09 to \$17.55
Truckdriver, Medium WG-7	\$21.53 to \$25.13
Truckdriver, Heavy WG-8	\$22.80 to \$26.59

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

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

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

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

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

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

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

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

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

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

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

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or

maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

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

- (i) 52.203-13, Contractor Code of Business Ethics and Conduct (OCT 2015) (41 U.S.C. 3509).
- (ii) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (JAN 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).
- (iii) 52.219-8, Utilization of Small Business Concerns (NOV 2016) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities.
- (iv) 52.222-17, Nondisplacement of Qualified Workers (MAY 2014) (E.O. 13495). Flow down required in accordance with paragraph (l) of FAR clause 52.222-17.
- (v) 52.222-21, Prohibition of Segregated Facilities (APR 2015).
- (vi) 52.222-26, Equal Opportunity (SEP 2016) (E.O. 11246).
- (vii) 52.222-35, Equal Opportunity for Veterans (OCT 2015) (38 U.S.C. 4212).
- (viii) 52.222-36, Equal Opportunity for Workers with Disabilities (JUL 2014) (29 U.S.C. 793).
- (ix) 52.222-37, Employment Reports on Veterans (FEB 2016) (38 U.S.C. 4212).
- (x) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.
- (xi) 52.222-41, Service Contract Labor Standards (MAY 2014) (41 U.S.C. chapter 67).
- (xii)(A) 52.222-50, Combating Trafficking in Persons (MAR 2015) (22 U.S.C. chapter 78 and E.O. 13627).
- (B) Alternate I (MAR 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).
- (xiii) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment—Requirements (MAY 2014) (41 U.S.C. chapter 67).
- (xiv) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services—Requirements (MAY 2014) (41 U.S.C. chapter 67).
- (xv) 52.222-54, Employment Eligibility Verification (OCT 2015) (E. O. 12989).
- (xvi) 52.222-55, Minimum Wages Under Executive Order 13658 (DEC 2015).
- (xvii) 52.222-62 Paid Sick Leave Under Executive Order 13706 (JAN 2017) (E.O. 13706).

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

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

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

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

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

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

(End of Clause)

C.3 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 30 days of expiration.

(End of Clause)

C.4 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

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

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

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 3 years.

(End of Clause)

C.5 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 Nevada. Further, it is agreed that any negligence of the Government, its officers, agents, servants and employees, shall not be the responsibility of the contractor hereunder with the regard to any claims, loss, damage, injury, and liability resulting there from.

(End of Clause)

C.6 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.

C.7 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.

SECTION D - CONTRACT DOCUMENTS, EXHIBITS, OR ATTACHMENTS

See attached document: Attach 1 QASP.

See attached document: Attach 2 Wages.

SECTION E - SOLICITATION PROVISIONS

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

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

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

(End of Provision)

<u>FAR Number</u>	<u>Title</u>	<u>Date</u>
52.204-7	SYSTEM FOR AWARD MANAGEMENT	OCT 2016
52.204-16	COMMERCIAL AND GOVERNMENT ENTITY CODE REPORTING	JUL 2016
52.212-3	OFFEROR REPRESENTATIONS AND CERTIFICATIONS— COMMERCIAL ITEMS	NOV 2017
52.217-5	EVALUATION OF OPTIONS	JUL 1990
52.225-25	PROHIBITION ON CONTRACTING WITH ENTITIES ENGAGING IN CERTAIN ACTIVITIES OR TRANSACTIONS RELATING TO IRAN—REPRESENTATION AND CERTIFICATIONS	OCT 2015
852.270-1	REPRESENTATIVES OF CONTRACTING OFFICERS	JAN 2008

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

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

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

SUBMISSION INSTRUCTIONS

(a) General Instructions

(1) Electronic Submissions: Contractors must email their quote to Michael Hodahkwen at michael.hodahkwen@va.gov. Include the solicitation number in the Subject line. Any attachments must be readable using Microsoft Office or Adobe PDF. The size of the email is limited to 5 megabytes (MB) but multiple emails are allowable. Quotes must be submitted electronically and will not be accepted through fax or postal mail.

(2) All questions regarding this solicitation should be emailed to michael.hodahkwen@va.gov no later than three business days prior to the quote due date.

(b) Selection Process

(1) Evaluations will be conducted under the procedures of FAR Part 13.

(2) In accordance with FAR 13.106-2(b)(3), the quotes will undergo a comparative evaluation to determine which vendor provides the best value to the government.

(c) Quote Package Contents

(1) The quote package should address all the information listed in the evaluation factors under 52.212-2. There is not a required format that the information must be presented in. We will be focused on the content of the quote and whether it addressed all the evaluation factors.

(2) Past performance factor, the contractor may provide three to five references for previous contracts that are recent (within the past five years) and relevant (similar in size and scope).

(3) SDVOSB/VOSB factor. To receive consideration under this factor, the vendor must state whether they are a VetBiz verified SDVOSB/VOSB or whether they will be subcontracting with a VetBiz verified SDVOSB/VOSB. If subcontracting with a VetBiz verified SDVOSB/VOSB, the name of the company that will be the subcontractor must be listed in the quote.

(4) The pricing information will consist of the unit prices in the price schedule. The vendors will provide a unit price for each line item in the price schedule.

(End of Addendum to 52.212-1)

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

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

- 1) Past Performance
- 2) Price
- 3) SDVOSB / VOSB Evaluation

In accordance with FAR 13.106-2(b)(3), the quotes will undergo a comparative evaluation to determine which vendor provides the best value to the government.

FACTOR 1 – Past Performance

Past performance will be evaluated in accordance with FAR 13.106-2(b)(3). The past performance evaluation does not require the creation or existence of a formal data base; and may be based on one or more of the following:

- 1) The contracting officer's knowledge of and previous experience with the supply or service being acquired;
- 2) Customer surveys, and past performance questionnaire replies;
- 3) The Governmentwide Past Performance Information Retrieval System (PPIRS) at www.ppirs.gov; or
- 4) Any other reasonable basis.

FACTOR 2 – Price

When submitting pricing information, the contractor will provide a fixed unit prices for the line items in the price schedule. In evaluating the contractor's price, the Government's determination will include whether the price reflects a clear understanding of the requirements, is consistent with the information provided in the contractor's quote, and is reasonable in comparison with other quotes that have been submitted in response to the solicitation.

FACTOR 3 – SDVOSB / VOSB Evaluation

In accordance with VAAR clause 852.215-70, vendors who qualify as a verified SDVOSB / VOSB or who will be subcontracting with a verified SDVOSB / VOSB will receive consideration during the quote evaluation process. In order to receive this consideration, the SDVOSB / VOSB must be registered in the VIP database at <https://www.vip.vetbiz.gov/>. If a vendor plans to subcontract with a registered SDVOSB / VOSB and would like to receive consideration under this evaluation factor, then they must state who subcontractor is so it can be verified that the subcontractor is verified in the VIP database.

(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. For the purposes of the award of this Contract, the Government intends to evaluate the option to extend services, provided under FAR 52.217-8, as follows: The evaluation will consider the possibility that the option can be exercised at any time, and can be exercised in increments of one to six months, but for no more than a total of six months during the life of the contract. The evaluation will assume that the prices for any option exercised under FAR 52.217-8 will be at the same rates as those in effect under the contract. The evaluation will therefore assume that the addition of the price or prices of any possible extension or extensions under FAR 52.217-8 to the total price for the basic requirement and the total price for the priced options has the same effect on the total price of all quotes relative to each other, and will not affect the ranking of quotes based on price, unless, after reviewing the quotes, the Government determines that there is a basis for finding otherwise. Evaluation of options shall not obligate the Government to exercise the option(s).

(End of Provision)