SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES
OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30

1. REQUISITION NO. 531-26-4-5044-0096

2. CONTRACT NO.

3. AWARD/EFFECTIVE DATE

4. ORDER NO.

5. SOLICITATION NUMBER 36C26026Q0774

6. SOLICITATION ISSUE DATE

7. FOR SOLICITATION INFORMATION CALL:

a. NAME Brian Millington

b. TELEPHONE NO. (No Collect Calls) 253-888-4914

8. OFFER DUE DATE/LOCAL TIME PST

9. ISSUED BY CODE 36C260
NCO 20 Network Contracting Office
ATTN: V4CONT
1601 E. Fourth Plain Blvd
Bldg.17, Suite B428
Vancouver WA 98661

10. THIS ACQUISITION IS
[X] SMALL BUSINESS
[ ] HUBZONE SMALL BUSINESS
[ ] SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS
[ ] UNRESTRICTED OR [X] SET ASIDE: ____ % FOR:
[ ] WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM
[ ] EDWOSB
[ ] 8(A)

NAICS:

SIZE STANDARD: $47 Million

11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED
[ ] SEE SCHEDULE

12. DISCOUNT TERMS NET 30

[ ] 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)

13b. RATING N/A

14. METHOD OF SOLICITATION
[X] RFQ [ ] IFB [ ] RFP

15. DELIVER TO CODE 36C260
Department of Veterans Affairs
Boise VA Medical Center

500 W. Fort Street
Boise ID 83702

16. ADMINISTERED BY CODE 36C260
NCO 20 Network Contracting Office
ATTN: V4CONT
1601 E. Fourth Plain Blvd
Bldg.17, Suite B428
Vancouver WA 98661

17a. CONTRACTOR/OFFEROR CODE ____ FACILITY CODE 531

TELEPHONE NO. UEI: EFT:

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

18a. PAYMENT WILL BE MADE BY CODE ____
Department of Veterans Affairs
FMS-VA-2(101)
Financial Services Center
PO Box 149971
Austin TX 78714-9971

PHONE: FAX:

18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED
[ ] SEE ADDENDUM

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	Boise VA Medical Center requires Hazardous Waste disposal service IAW the Statement of Work, and Price Cost Schedule. The Period of Performance will be as follows. Base Year: 09/01/2026 - 08/31/2027 Option Year 1: 09/01/2027 - 08/31/2028 Option Year 2: 09/01/2028 - 08/31/2029 Option Year 3: 09/01/2029 - 08/31/2030 Option Year 4: 09/01/2030 - 08/31/2031 This solicitation is set-aside for **small businesses**. Vendors shall thoroughly review the quote preparation. requirements in Section E.2 Quote Preparation and E.8. Deadline for questions is 08/07/2026 @ 4:30 pm Pacific. Deadline for quote submittal is 08/12/2026 @ 4:30 pm Pacific Email questions and quotes to brian.millington@va.gov (Use Reverse and/or Attach Additional Sheets as Necessary)				

25. ACCOUNTING AND APPROPRIATION DATA
531-3660162-5044-856700-2580 010050176

26. TOTAL AWARD AMOUNT (For Govt. Use Only)

[X] 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA [X] ARE [ ] ARE NOT ATTACHED.

[ ] 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA [ ] ARE [ ] ARE NOT ATTACHED

[ ] 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN ____ COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED

[ ] 29. AWARD OF CONTRACT: REF. ____ OFFER DATED ____. YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN IS ACCEPTED AS TO ITEMS:

30a. SIGNATURE OF OFFEROR/CONTRACTOR

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

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

30c. DATE SIGNED

31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT)
Brian Millington
Contracting Officer

31c. DATE SIGNED

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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
NCO 20 Network Contracting Office
ATTN: V4CONT
1601 E. Fourth Plain Blvd
Bldg.17, Suite B428
Vancouver WA 98661

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

[X] 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 [X] In arrears after service

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.

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

AMENDMENT NO	DATE

B.2 STATEMENT OF WORK

STATEMENT OF WORK

1. Contract Title: Hazardous Waste Removal and Disposal Services

2. General Information: This is a non-personal services contract to provide Hazardous Waste Removal and Disposal Services for the Boise VA Medical Center, Boise, ID. The Government shall not exercise any supervision or control over the contract service providers performing the service herein. Such contract service providers shall be accountable solely to the Contractor, who in turn is responsible to the Government.

3. Description of Services/Scope: The contractor shall pick-up, transport, incinerate, recycle, treat, or landfill by other commercially acceptable methodology, and dispose of Hazardous Waste, Non-Hazardous Chemical Waste, Dual Medical/Chemical Waste, Universal Waste and Pharmaceutical Waste from the Boise VA Medical Center. The Contractor shall furnish all supervision, labor, materials, and containers. Veteran Affairs reserves the right to handle a particular waste stream outside of the scope of this contract.

3.1. The Contractor shall ensure that all Local, State and Federal laws and codes for manifesting, handling and transportation of Hazardous and Pharmaceutical Waste are met or exceeded. Contractor vehicles shall meet or exceed all City, County, State and Federal licensing and vehicle requirements as mandated by the State of Idaho and the Resource Conservation and Recovery Act (RCRA), DOT, OSHA, EPA regulations specific to the type of waste to be disposed. If in the performance of this contract, transportation, destruction, or disposal takes place in a state other than Idaho, the Contractor shall fully comply with all applicable regulations of such state.

https://www.epa.gov/rcra
https://legislature.idaho.gov/statutesrules/idstat/Title39/T39CH44
https://www.deq.idaho.gov/waste-mgmt-remediation/hazardouswaste/
https://adminrules.idaho.gov/rules/current/58/580105.pdf

4. Background: The Boise VA Medical Center requires contract personnel to provide Hazardous Waste Removal and Disposal Services and related technical support and documentation. Boise VA Medical Center and does not have the personnel and applicable licenses to perform these services at the hospital.

5. Place of Performance: Boise VA Medical Center is located at 500 W. Fort Street, Boise, ID 83702.

6. Specific Tasks: The waste will be segregated by hazard class or chemical compatibility and labeled appropriately. A map of the location on the Boise VA Medical Center campus will be provided to the Contractor upon request.

6.1. The Contractor shall comply with all federal, state, and local regulations, policies and procedures regarding tracking, record keeping, manifesting and documentation of all wastes. The contractor will be required to comply with all changes to such federal, state, and local regulations and procedures which

occur during the term of this contract. The Contractor will provide the POC with any additional certifications that may be required because of changes in such laws. It is the expectation of the Boise VA Medical Center that the Contractor obey all applicable laws and regulatory deadlines, failure to do so is grounds for contract termination.

6.2. The Contractor shall maintain insurance that meets all local, state, and federal requirements for a transport, storage, and/or disposal of hazardous waste. Proof of the insurance coverage must be provided to the VA POC within 30 days of contract award.

6.3. The Contractor must provide the employees responsible for picking-up hazardous waste at Boise VA Medical Center with the training required for hazardous waste handling and emergency response. This training should include OSHA, EPA, and DOT regulations. All Contractor employees who transport hazardous waste from Boise VA Medical Center property must have their HAZWOPER 40-hour to ensure they can appropriately respond to accidents involving hazardous waste spills. The contractor shall maintain proof of training and will provide this information to the VA POC upon request.

6.4. Ensure employees maintain a professional image while performing work at the Boise VA Medical Center. This includes ensuring they perform their job safely.

6.5. Provide appropriate personal protective equipment (PPE) to their employees so they may perform their job safely. At minimum, PPE must include nitrile gloves, safety glasses, and safety shoes.

6.6. At least 48 hours before each scheduled pick-up, the Contractor personnel classifying the waste for the manifest must provide the POC with the Contractor's waste determinations/RCRA codes. The Contractor will resolve any discrepancies identified by the POC prior to pick-up.

6.7. The Contractor shall provide a properly executed and legible copy of all manifests and documentation that apply to the removal, transport, and disposal of wastes conducted by its workforces and/or its subcontractors. This shall be provided at the time of pick-up. The Contractor shall also retain a copy of all manifests and related documents for the duration of the contract.

6.8. Prior to the removal and transport of waste generated by Boise VA Medical Center, the Contractor will obtain approval and signature for each manifest from the VA POC or his/her designee verifying that the Contractor has accepted the waste from the VA. Manifests not signed by the POC or his/her designee will not be deemed valid. The Generator Copy of the completed manifests (with all required signatures including signature of facility certifying receipt) must be provided to the POC within 30 days of the removal of waste from the facility. If the completed manifests have not been received within 30 days of the shipment, and the waste cannot be tracked in the EPA's e-Manifest system, the Contractor must provide a written status update to the generator within 15 days and provide a weekly status update thereafter until the receiving facility has accepted and signed for the waste. This will ensure that the Boise VA Medical Center has any necessary information needed to file an Exception report within 60 days to the Idaho Department of Equality (DEQ) in accordance with EPA 40 CFR 262.42(b). Failure to comply with this requirement may result in Boise VA Medical Center reporting the violation to Idaho DEQ and/or the EPA to ensure the Boise VA Medical Center is not held liable for the non-compliance.

6.9. Items identified as Universal Waste must be sent to a transfer facility for recycling. The contractor will provide a certificate of recycling that includes key information such as materials recycled, amount,

weight, and date of processing. The certificate of recycling shall be received by the POC no later than 90-days from the date of shipment.

6.10. If needed, the Contractor shall prepare profiles of chemicals for the Boise VA Medical Center. The Boise VA Medical Center staff will provide available information, such as generation information and SDS(s). The Contractor shall be responsible for any required chemical analysis including, but not limited to, pH testing, solids content analysis; TCLPs, etc. The Contractor is responsible for collecting the hazardous waste materials for analysis or coordinating their collection with a 3rd party contractor. The Boise VA Medical Center may assist with the material collection if needed, at the VA POC's discretion. A copy of all profiles generated by the Contractor will be provided to the VA POC for review, signature, and record retention.

6.11. The Boise VAMC POC will provide the Contractor with existing profiles within 30 days of contract award. The Contractor shall adopt and adapt the given profiles within 90 days of receipt to ensure continuity of timely pick-up.

6.12. Bulk waste shall be packaged into the largest container feasible. Smaller sizes may be used for partial loads or to meet the disposal priorities listed below (see 8. Types of Chemical Disposal). The Contractor shall be responsible for properly containerizing all lab-packs and for assuming all safety measures to prevent harm or injury to VA patients, visitors, employees, contractor employees (example: PPE) and the environment (example: storm drain covers).

6.13. The Contractor shall pack, transport, and provide for final disposal of wastes, as listed in schedule of cost list and provide costs for other unlisted non-routine waste stream, as requested.

6.14. The Contractor shall perform pickup or other work required at the Boise VA Medical Center between 8:00 am through 4:00 pm mountain standard time. The Contractor will provide the VA POC with an estimated time of arrival at the Boise VA Medical Center at least three business days before the proposed pick-up. The Contractor will call the VA POC at least one (1) hour ahead of time if they are unable to meet this appointment. The Contractor must account for how much time it will take to package waste (i.e., lab pack), transport containers, apply labels, and fill out paperwork to ensure all work is completed before the 4:00 pm MST end time. Extra time can be allotted on a case-by-case basis, at the VA POC's discretion, but the Contractor must request this in writing at least 24-hours prior to the scheduled pickup. It is understood accidents happen; it is at the VA POC's discretion to waive the 24-hour written notice requirement or ask the Contractor to reschedule pickup for a different day in such cases.
Contractor pickups shall not be scheduled outside of normal duty hours, weekends, or on federal holidays. Federal Holiday's that will be observed by the VA are as follows:

New Year's Day	Martin Luther King Jr's Birthday
President's Day	Labor Day
Memorial Day	Columbus Day
Veteran's Day	Thanksgiving Day
Juneteenth	Independence Day
Christmas Day	

6.15. Hazardous waste pickups shall be scheduled for the first Thursday of every month, and will begin within 30 days from the date of award. The VA POC may approve a deviation from this schedule.

6.16. The Boise VA Medical Center POC may also schedule a nonroutine pick-up. The Contractor shall perform non-routine pick-ups within 7 days of the request receipt if Non-RCRA and within 21 days if RCRA.

6.17. The Contractor must coordinate all pickups with the VA POC or their designee. Copies of the lab packs and manifests for the upcoming pickup must be emailed to the VA POC at a minimum of 48-hours prior to the pickup. There shall be no penalty or additional costs incurred if the Boise VA Medical Center requires more or less than the estimated pickups or disposal volume outlined in the schedule of costs. The Boise VA Medical Center will pay for the hazardous waste removed from the facility but reserves the right to reduce or deny payment if the Contractor either doesn't pick up the volume of waste scheduled or misses the pickup altogether. The Boise VA Medical Center will not pay for work not performed. The Contractor must submit an itemized list of the waste removed and the costs alongside their invoice. This allows the Boise VA Medical Center to quickly confirm / approve payment.

6.18. The Contractor shall provide information required to complete DEQ Annual Hazardous Waste Generator Report and, as needed, large quantity generator Biennial Hazardous Waste Report in accordance with Idaho Code Section 39-44. This will include a consolidated report containing the waste disposal methods, waste management codes, and weights for each waste stream. Failure to provide the legally required information may result in contract termination, at the VA POCs discretion.

6.19. The Contractor shall provide emergency response to, and cleanup of, chemical spills or leaks. Emergency response activities include, but are not limited to:

(1) Response to calls to clean up spills of oil, fuel, hazardous chemicals, hazardous drugs, and other hazardous materials that are beyond the capability of Boise VA Medical Center resources.

(2) Once notified, the Contractor shall confirm their availability within 30 minutes and shall arrive at the spill site, as soon as possible, but no later than 2 hours after notification.

(3) The Contractor must respond with quantities of spill containment and collection materials needed to prevent any additional contamination to soil, pavement, etc. and to begin initial cleanup.

(4) Once the spill is contained to prevent any further damage to the environment, provide an estimate of cost to complete the cleanup process.

(5) Within 24 hours, obtain any additional containment and clean up materials needed to complete the cleanup, remove and/or decontaminate soil, drains, hazardous chemical residues, hazardous drug residues, etc.

(6) Remove and properly dispose of any clean up materials and contaminated soil, etc.

(7) Provide Boise VA Medical Center with all EPA required documentation related to the spill, such as waste manifests, certificates of disposal, etc.

6.20. The Contractor shall pump and dispose of contaminated water from the Boise VA Medical Center's decontamination shower tank during emergency patient decontamination events and drills. The Contractor shall provide pricing for this service with their proposal. Should the VA require this service, the contractor shall invoice this service in accordance with the list submitted with their pricing proposal.

6.21. Emergency Response Capabilities. The Contractor shall provide the following information on the Contractor's emergency response (ER) capabilities to the VA POC within 30 days of contract award:

(1) Contractor's ER Emergency Response policies.

(2) ER Emergency response capabilities, and experience, and limitations.

(3) Type of ER emergency response equipment maintained (specify if owned or subcontracted and from whom).

(4) Personnel availability, training, and experience.

(5) Contractor's emergency response procedure shall describe:

a. How to request an emergency response. This must include a single method of contact that is accessible/manned 24 hours a day.

b. How the contractor notifies personnel and initiates response action.

c. Incident command procedures followed by the contractor.

d. ER Emergency response work practices.

e. ER Emergency response protection of health and safety practices include a site-specific safety plan to protect workers and nearby population during emergency responses.

f. ER Emergency response invoicing policy.
In essence the Boise VA Medical Center needs to know how the Contractor will respond to hazardous waste / material spill related emergencies they respond to the Boise VA Medical Center campus before any accidents occur. We will incorporate this information into our internal emergency response procedures.

6.22. The Contractor shall provide written Standard Operating Procedures (SOPs) for the collection, handling, accumulation, recycling, sampling, lab testing, characterization, packing, and shipping of all hazardous, universal, and non-hazardous wastes. This SOP shall describe:

(1) Site safety and contingency procedures (e.g., spill management).

(2) Operational procedures and site management structure.

(3) Supplies and equipment practices.

(4) Material sampling procedures.

(5) Hazard assessment and categorization procedures.

(6) Packing procedures.

(7) Quality assurance and quality control procedures to ensure materials are properly identified, categorized, and packaged, and paperwork is properly completed.

(8) Procedures for gaining waste acceptance into a transfer/ disposal facility.

(9) Contractor and project management procedures.

6.23. The Contractor shall provide a statement of how each CLIN (Contract Line-Item Number) will be disposed of based on the following groupings. If more than one applies to a given CLIN, please explain:

(1) Recycling chemicals to another party for future use if economically feasible and practical.

(2) Treatment of the chemical waste (at a facility approved for such processing by an appropriate state or federal agency) in a manner that renders it no longer a hazardous waste as defined in the 40 CFR series.

(3) Long-term internment (burial) in a secure chemical landfill site approved for such by the appropriate state or federal agency.

6.24. The Contractor shall provide a single point of contact with back up. Provide a list of names, titles, addresses, telephone numbers (including cellular), facsimile numbers, and e- mail addresses of key managers, supervisors, customer service and field service personnel performing under this contract.

6.25. Within two weeks of a written request, the Contractor shall provide representative(s) of the Department of Veterans Affairs an opportunity to inspect any facility (or subcontractor's facility) used for storage, treatment, and/or disposal of hazardous materials collected from the Boise VA Medical Center at any time during or after contract period while VA wastes are present.

6.26. All containers, packing material, and any other necessary equipment and documentation for Lab packs shall be furnished by the Contractor and be included per CLIN (Contract Line-Item Number) in the Cost Schedule. The Contractor may, on occasion, be requested to furnish additional waste storage containers (e.g., for bulk wastes) and shall provide pricing for these additional containers with their proposal. Should the VA require this service, the contractor shall invoice the container in accordance with the list submitted with their pricing proposal.

6.27. All deliveries shall be specifically addressed to the Contractor and not the Boise VA Medical Center. The Boise VA Medical Center shall make best efforts to refuse delivery of Contractor goods or materials. Any materials inadvertently received by the Boise VA Medical Center will be identified to the Contractor for immediate pick-up. The BVAMC Boise VA Medical Center takes no responsibility for the receipt of any goods or materials that are the Contractor's.

6.28. The Government shall not furnish any equipment, services, or information to the Contractor not specifically stated in the Statement of Work. This includes helping to move hazardous waste from the storage location to the Contractor's vehicle.

6.29. As prescribed in 36.501(b), the Contractor shall perform on the site, and with its own organization, work equivalent to at least sixty (60) percent of the total amount of work to be performed under the contract. This percentage may be reduced by a supplemental agreement to this contract if, during performing the work, the Contractor requests a reduction, and the Contracting Officer determines that the reduction would be to the advantage of the Government. (see 36.501(a)).] Contractor will submit an annual Individual Subcontracting Report (ISR) that clearly outlines the amounts SDVOSBs spent on non-SDVOSB subcontractors throughout contract performance to ensure contractors do not exceed the required limitations defined in the CFR.
Note: The Contractor must submit proof they can perform at least 60% of the work prior to the Boise VA Medical Center accepting their bid. The Contractor shall provide the VA POC with a copy of this document. The Contractor shall also provide quarterly compliance reports pursuant to the 60% requirement which detail, at a minimum, labor hours and costs associated with work performed by the Contractor.

6.30. The Contractor shall provide information identifying any proposed subcontractors and identifying services to be performed by the subcontractors. The Contractor shall submit evidence that the subcontractor is qualified and legally able to provide services. (ALL subcontractors must be approved by the VA POC or his/her designee prior to performing any duties under this contract). In accordance with FAR 52.219-14 – Limitations on Subcontracting (DEVIATION 2019-O0003) "At least 50 percent of the cost of contract performance incurred for personnel shall be expended for employees of the concern."

7. Permits and Responsibilities:

7.1. The Contractor shall comply with and maintain all licenses and permits for operational personnel, trailers, containers, vehicles and other resources required for proper removal and transport of waste in accordance with all applicable federal, state, municipal, and local regulations (e.g. OSHA, EPA, DOT including, but not limited to HM-181). If appropriate licenses are not maintained, the VA may terminate the contract effective upon discovery.

7.2. The Contractor shall provide evidence of being a licensed Hazardous Waste Transporter prior to loading any materials.

7.3. The Contractor will clean up any spill or release of wastes occurring during the performance of services under this contract, through no fault of the VA. The Contractor shall be responsible for all costs associated with the satisfactory remediation of the incident. This will include the cost of all labor, materials, property damage incurred to the facility, and harm caused to patients, visitors, and staff of the

medical center. The remediation efforts shall be performed to the satisfaction of all federal, state, local agencies, or other authorities having jurisdiction, and the VA POC. (see 9. Spill Reporting Requirements) below.

8. Spill Reporting Requirements:

8.1. The Contractor is responsible for reporting to the VA POC all spills, regardless of quantity, and all personnel exposures that occur during pick-up or transport. This report should occur as soon as practicable after the spill occurs and a follow-up report should be provided, in writing, within 7 days.

8.2. When reporting a spill, the following information must be furnished:

(1) Item spilled (identification, quantity, and manifest numbers)

(2) Whether the amount spilled is EPA/State reportable, and, if reported, a copy of the report

(3) Exact location of the spill

(4) Containment procedures initiated

(5) Anticipated clean-up and disposal procedures

(6) Disposal location of spill residue

8.3. Idaho Department of Environmental Quality (IDAPA 58.01.02., 850, 851 and 852), and National Response Center reporting requirements will be adhered to.
https://adminrules.idaho.gov/rules/2014/58/0107.pdf

9. Types of Chemical Disposal:

9.1. The Contractor shall disposal of hazardous waste in a manner that leaves no future expense potential to the VA or the federal government. Chemicals should be disposed of in the following preferred priority:

(1) Recycling chemicals for future use if regulation compliant, economically feasible, and practical.

(2) The treatment of the chemical waste (at a facility approved for such processing by an appropriate state or federal agency) in a manner that renders it no longer a hazardous waste as defined in the 40 CFR series. These processes include (but are not limited to):

a. Thermal treatment (e.g. incineration, pyrolysis)
b. Reprocessing or recovery followed by recycling/reuse.
c. Chemical neutralization or detoxification.

(3) The long-term internment (burial) in a secure chemical landfill site approved for

such by the appropriate state or federal agency.

(4) Out-of-country shipments are prohibited under this contract.

10. Coordination of Work: If any questions or concerns arise, the Contractor shall coordinate with the VA POC or their designee for direction.

11. Performance Monitoring: The VA POC is responsible for certifying that the work done under the contract is performed to time and standard. Quality will be monitored by evaluating Contractor communication, quality of service and onsite work, accuracy and completeness of manifests and other documentation filled out by the Contractor, and adherence to the contract statement of work.

12. Security Requirements: The Contractor employees shall not have access to Veteran Affairs sensitive or computer information and will not require routine access to Veteran Affairs Facilities. The Contractor employees shall require intermittent access only and will be escorted by Veteran Affairs employees while at Veteran Affairs Facilities. No background investigation is required.

13. Safety, Security, Smoking and Parking Requirements:

13.1. Safety Requirements. In the performance of this contract, the Contractor shall take such safety precautions deemed necessary to protect the lives and health of VA patients, visitors, staff, and the general public.

13.2. Security.

(1) The Contractor shall only access Boise VA Medical Center Buildings directly associated with the Work. The Contractor shall not enter or attempt to enter any patient care area.

(2) Contractor employees shall report to the VA POC once on campus prior to commencement of work. During off-hour emergency response activities, contractor personnel should check in with VA Police if the VA POC or designee is not available.

(3) Contractor employees shall wear visible identification while on VA campus.

13.3 Smoking. Smoking and/or tobacco use is prohibited on Boise VA Medical Center property.

13.4 Parking.

(1) Parking is limited at the Medical Center and may be unavailable or distant at certain times of day.

(2) Temporary parking will be allowed for access to the hazardous waste building while delivering supplies or removing waste.

(3) Vehicle idling when not in use is prohibited.

14. Electronic Data: All manifests, waste determinations, waste generation data, shipping information and other data required for the proper execution of this contract shall be maintained by the Contractor in an electronic database. This system should enable tracking of monthly shipping data or annual reports and enable tracking of compliance dates. The electronic database will be provided to the VA POC upon request in a Microsoft Excel spreadsheet or web-based information access.

15. Table of Estimated Waste Generation: This is an estimated hazardous waste chart based on current and historical waste generated by Boise VA Medical Center. Please note, this chart is not exhaustive of every waste that may need to be disposed of by the Boise VA Medical Center during the execution of this contract.

Description	Unit	Quantity	Frequency
Bulk Flammables	30 Gal	2	Monthly
Fluorescent Bulbs	4 Foot Box	2	Monthly
Cepheid Cartridges (Mixed Waste, D002, Biological)	55 Gal	2	Monthly
Bulk RCRA Pharmaceuticals	55 Gal	3-5	Monthly
Non RCRA Waste Lab Pack	5 Gal, 15 Gal, 30 Gal, 55 Gal	Varies	Monthly
Flammable Waste Lab Pack	5 Gal, 15 Gal, 30 Gal, 55 Gal	Varies	Monthly
Corrosive Waste Lab Pack	5 Gal, 15 Gal, 30 Gal, 55 Gal	Varies	Monthly
Other RCRA Waste Lab Pack	5 Gal, 15 Gal, 30 Gal, 55 Gal	Varies	Monthly
Formalin with Human Specimen(s)	55 Gal	3 - 4	Annually
Non-Flammable Aerosols (Pharmaceutical)	5 Gal	2	Annually
Bond Cartridges	15 Gal	1	Annually
Cactus Cartridges for Pharmaceutical Waste	55 Gal	1	Quarterly
Cobas Cartridges – Acid D002	15 Gal	4	Annually
Cobas Cartridges – Base D002	15 Gal	4	Annually
Non-RCRA Pharmaceuticals	55 Gal	4	Annually
Non-RCRA IV Waste	55 Gal	4	Annually
Bulk Chemo – U058	55 Gal	4	Annually
Flammable Aerosols	5 Gal	4	Annually
Bulk DAB Refine Polymer Waste	5 Gal	6	Annually
Cobas Cartridges – Non-RCRA	15 Gal	8	Annually
Mercury Containing	5 Gal, 15 Gal	Varies	As Needed
P-Listed Waste	5 Gal	Varies	As Needed
Mitomycin Bladder Infusion Waste	30 Gal	Varies	As Needed
Neutral Buffered Formalin Waste (Used & Unused)	30 Gal	Varies	As Needed
Fluorescent Bulb	8 Foot Box	1	Annually
HID Bulbs/Lamps	5 Gal	2	Annually

16. Documentation Required as Part of the Contract Submittal: The Contractor must submit the following documentation as part of their bid submittal to prove they can fulfill the mandatory requirements outlined in this statement of work.

16.1. References. The Contractor must submit at least 3 references for companies or organizations that can attest to the quality of services received. Each reference must have performed similar work as outline in the statement of work, either in quantity or complexity.

16.2 Proof of Insurance. The Contractor must provide proof of insurance that meets federal, state, and local requirements for the transport, storage, and disposal of hazardous waste.

16.3 Pricing. The Contractor will provide a pricing schedule which shows the amount the Boise VA Medical Center will be charged for the disposal or recycling of each type of waste generated, as listed in the Section 15 table. A price must be provided for each unit of volume option. The contractor will also provide pricing for (1) additional (non-replacement) drums; (2) Decon water tank pumping and disposal; (3) and the hourly rate for spill response and clean-up. Note that packing materials, replacement-drums, manifests, profiles, and documentation are included in this full-service contract and the costs of these services should be included in the pricing schedule. The Contractor will not bill the Boise VA Medical Center extra for these services.

16.4 Environmental Reporting. The Contractor must submit examples of the information they are able to provide for the DEQ Annual Hazardous Waste Generator Report. Any information from a previous client should have personal or sensitive information removed or redacted.

16.5 Quality Assurance. The Contractor must submit a list of information that they will require the Boise VA Medical Center VA POC to provide to facilitate waste profiling and pick-up. The Contractor must also submit an example of any standardized pick-up request forms that the VA POC will need to complete prior to routine scheduled pick-ups.

16.6 Emergency Response Procedures. The Contractor must submit an example of an emergency response SOP which contains information outline in this statement of work, and below.

16.6.1 How to request an emergency response.

16.6.2 How the Contractor will notify personnel and initiate the response action(s).

16.6.3 Incident command procedures followed by the Contractor.

16.6.4 Emergency response work practices.

16.6.5 Emergency response protection of health and safety practices to protect workers and the nearby population during emergency responses.

16.6.6 Emergency response invoicing policy.

16.7 Hazardous Waste Handling SOPs. The Contractor will provide their SOPs for the

collection, handling, accumulation, recycling, sampling, lab testing, characterization, packing, and shipping of hazardous, universal, and/or non-hazardous wastes. The SOP must include information outlined in this statement of work, and below.

16.7.1 Site safety and contingency procedures (i.e., how spills or accidents are handled).

16.7.2 Operational procedures and site management structure.

16.7.3 Supplies and equipment practices.

16.7.4 Material sampling procedures.

16.7.5 Hazard assessment and categorization procedures.

16.7.6 Packing procedures.

16.7.7 Quality assurance and quality control (QA/QC) procedures to ensure materials are properly identified, categorized, and packaged; and that paperwork is properly completed.

16.7.8 Procedures for gaining waste acceptance into a transfer / disposal facility.

16.7.9 Contractor and project management procedures.

16.8 Proof of 60% of Work. The Contractor must submit a breakdown of what tasks will be performed by the Prime Contractor and any Subcontractors. The VA determines work percentage by how much time, effort, and resources the tasks take.

B.3 PRICE/COST SCHEDULE

ITEM INFORMATION

ITEM NUMBER	DESCRIPTION OF SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001		1.00	Yr	_____	_____
	The Vendor shall package, transport and dispose of hazardous, non-hazardous, and universal waste at the Boise VA Medical Center. The vendor will provide manpower, equipment and materials for emergency chemical spill/leak response. The vendor shall provide monthly cleaning of the pharmacy biological safety cabinet where hazardous drugs are compounded. The vendor will perform all work in accordance with the statement of work. The vendor will provide an itemized invoice for work performed to the COR for review prior to submitting the invoice for payment. The vendor will bill monthly in arrears ONLY for actual materials picked up and disposed of. Contract Period: Base POP Begin: 09-01-2026 POP End: 08-31-2027				
1001		1.00	yr	_____	_____
	The Vendor shall package, transport and dispose of hazardous, non-hazardous, and universal waste at the Boise VA Medical Center. The vendor will provide manpower, equipment and materials for emergency chemical spill/leak response. The vendor shall provide monthly cleaning of the pharmacy biological safety cabinet where hazardous drugs are compounded. The vendor will perform all work in accordance with the statement of work. The vendor will provide an itemized invoice for work performed to the COR for review prior to submitting the invoice for payment. The vendor will bill monthly in arrears ONLY for actual materials picked up and disposed of. Contract Period: Option 1 POP Begin: 09-01-2027 POP End: 08-31-2028				
2001		1.00	yr	_____	_____
	The Vendor shall package, transport and dispose of hazardous, non-hazardous, and universal waste at the Boise VA Medical Center. The vendor will provide manpower, equipment and materials for emergency chemical spill/leak response. The vendor shall provide monthly cleaning of the pharmacy biological safety cabinet where hazardous drugs are compounded. The vendor will perform all work in accordance with the statement of work. The vendor will provide an itemized invoice for work performed to the COR for review prior to submitting the invoice for payment. The vendor will bill monthly in arrears ONLY for actual materials picked up and disposed of. Contract Period: Option 2 POP Begin: 09-01-2028				

POP End: 08-31-2029

3001	1.00	yr	_____	_____

The Vendor shall package, transport and dispose of hazardous, non-hazardous, and universal waste at the Boise VA Medical Center. The vendor will provide manpower, equipment and materials for emergency chemical spill/leak response. The vendor shall provide monthly cleaning of the pharmacy biological safety cabinet where hazardous drugs are compounded. The vendor will perform all work in accordance with the statement of work. The vendor will provide an itemized invoice for work performed to the COR for review prior to submitting the invoice for payment. The vendor will bill monthly in arrears ONLY for actual materials picked up and disposed of.
Contract Period: Option 3
POP Begin: 09-01-2029
POP End: 08-31-2030

4001	1.00	yr	_____	_____

The Vendor shall package, transport and dispose of hazardous, non-hazardous, and universal waste at the Boise VA Medical Center. The vendor will provide manpower, equipment and materials for emergency chemical spill/leak response. The vendor shall provide monthly cleaning of the pharmacy biological safety cabinet where hazardous drugs are compounded. The vendor will perform all work in accordance with the statement of work. The vendor will provide an itemized invoice for work performed to the COR for review prior to submitting the invoice for payment. The vendor will bill monthly in arrears ONLY for actual materials picked up and disposed of.
Contract Period: Option 4
POP Begin: 09-01-2030
POP End: 08-31-2031

GRAND TOTAL _____

SECTION C - CONTRACT CLAUSES

C.1 52.212-4 CONTRACT TERMS AND CONDITIONS—COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (DEVIATION OCT 2025)

(a) Definitions. The clause at Federal Acquisition Regulation (FAR) 52.202-1, Definitions, is incorporated by reference.

(b) 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.

(c) 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.

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

(e) 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 FAR 52.233-1, Disputes, which is incorporated in this contract by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(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. Examples of occurrences include 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. When an excusable delay occurs, the Contractor shall—

(1) Notify the Contracting Officer in writing as soon as possible;

(2) Remedy the delay as quickly as possible; and

(3) Notify the Contracting Officer when the occurrence is over.

(g) Invoice. The Government will handle invoices according to the Prompt Payment Act (31 U.S.C. 3903) and 5 CFR part 1315. The Contractor shall submit invoices to the address designated in the contract to receive invoices. An invoice must include the information required by 5 CFR part 1315.9(b).

(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) 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 that appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

(4) 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 line item or subline item, if applicable;

(D) Contractor point of contact; and

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

(5) 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 FAR part 33 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 FAR part 32).

(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 termination for cause.

(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 for interest credits prescribed in FAR part 32 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 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. The Government will send a cure notice to the Contractor, unless the reason for the termination is late delivery. 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 under this contract 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) 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; 40 U.S.C. chapter 37, Contract Work Hours and Safety Standards; 41 U.S.C. chapter 87, Kickbacks; 49 U.S.C. 40118, Government-financed air transportation; and 41 U.S.C. chapter 21 relating to procurement integrity.

(r) 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 Disputes, Payments, Invoice, Compliance with Laws Unique to Government Contracts, and Unauthorized Obligations paragraphs of this clause;

(3) Other contract clauses incorporated in the solicitation or contract;

(4) Addenda to this solicitation or contract;

(5) Solicitation provisions incorporated in the solicitation;

(6) Other paragraphs of this clause;

(7) Other documents, exhibits, and attachments; and

(8) The specification.

(s) Unauthorized obligations.

(1) Except as stated in paragraph (s)(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 (s)(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.

(t) Comptroller General examination of record. This paragraph applies if this contract was awarded using other than sealed bid procedures and is in excess of the simplified acquisition threshold on the date of award of this contract.

(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 part 4, longer period required by statute, or periods specified in 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 clause 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.

(u) 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)

ADDENDUM to FAR 52.212-4 CONTRACT TERMS AND CONDITIONS—COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES

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

The following clauses are incorporated into 52.212-4 as an addendum to this contract:

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

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

(End of Clause)

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

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

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

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

(End of Clause)

C.4 VAAR 852.232-72 ELECTRONIC SUBMISSION OF PAYMENT REQUESTS (NOV 2018)

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

(1) *Contract financing payment* has the meaning given in FAR 32.001;

(2) *Designated agency* office means the office designated by the purchase order, agreement, or contract to first receive and review invoices. This office can be contractually designated as the receiving entity. This office may be different from the office issuing the payment;

(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; and

(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 at the current website address provided in the contract.

(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).

(d) *Invoice requirements.* Invoices shall comply with FAR 32.905.

(e) *Exceptions*. If, based on one of the circumstances in this paragraph (e), 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.5 VAAR 852.242-71 ADMINISTRATIVE CONTRACTING OFFICER (OCT 2020)

The Contracting Officer reserves the right to designate an Administrative Contracting Officer (ACO) for the purpose of performing certain tasks/duties in the administration of the contract. Such designation will be in writing through an ACO Letter of Delegation and will identify the responsibilities and limitations of the ACO. A copy of the ACO Letter of Delegation will be furnished to the Contractor.

(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):

https://www.acquisition.gov/browse/index/far
https://www.va.gov/oal/library/vaar/

(End of Clause)

FAR Number	Title	Date
52.203-17	CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS	NOV 2023
52.204-13	SYSTEM FOR AWARD MANAGEMENT MAINTENANCE	OCT 2018
52.204-18	COMMERCIAL AND GOVERNMENT ENTITY CODE MAINTENANCE	AUG 2020
852.201-70	CONTRACTING OFFICER'S REPRESENTATIVE	DEC 2022
852.203-70	COMMERCIAL ADVERTISING	MAY 2018
852.215-71	EVALUATION FACTOR COMMITMENTS	OCT 2019

(End of Addendum to 52.212-4)

SECTION D - CONTRACT DOCUMENTS, EXHIBITS, OR ATTACHMENTS

D.1 WAGE DETERMINATION

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REGISTER OF WAGE DETERMINATIONS UNDER  |        U.S. DEPARTMENT OF LABOR
       THE SERVICE CONTRACT ACT        |  EMPLOYMENT STANDARDS ADMINISTRATION
By direction of the Secretary of Labor |         WAGE AND HOUR DIVISION
                                       |         WASHINGTON D.C.  20210
                                       |
                                       |
                                       |
                                       | Wage Determination No.: 2015-5503
Daniel W. Simms          Division of   |           Revision No.: 28
Director            Wage Determinations|  Date Of Last Revision: 5/13/2026
_______________________________________|_____________________________________
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State: Idaho

Area: Idaho Counties of Ada, Boise, Canyon, Gem and Owyhee

Fringe Benefits Required Follow the Occupational Listing

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		18.06
01012 - Accounting Clerk II		20.28
01013 - Accounting Clerk III		22.68
01020 - Administrative Assistant		29.00
01035 - Court Reporter		24.93
01041 - Customer Service Representative I		16.77
01042 - Customer Service Representative II		18.30
01043 - Customer Service Representative III		20.54
01051 - Data Entry Operator I		17.73
01052 - Data Entry Operator II		19.35
01060 - Dispatcher, Motor Vehicle		23.46

01070 - Document Preparation Clerk	16.60
01090 - Duplicating Machine Operator	16.60
01111 - General Clerk I	16.53
01112 - General Clerk II	18.04
01113 - General Clerk III	20.24
01120 - Housing Referral Assistant	23.24
01141 - Messenger Courier	17.96
01191 - Order Clerk I	20.31
01192 - Order Clerk II	22.16
01261 - Personnel Assistant (Employment) I	18.90
01262 - Personnel Assistant (Employment) II	21.14
01263 - Personnel Assistant (Employment) III	23.56
01270 - Production Control Clerk	28.06
01290 - Rental Clerk	18.37
01300 - Scheduler, Maintenance	18.63
01311 - Secretary I	18.63
01312 - Secretary II	20.84
01313 - Secretary III	23.24
01320 - Service Order Dispatcher	20.98
01410 - Supply Technician	29.00
01420 - Survey Worker	19.56
01460 - Switchboard Operator/Receptionist	17.37
01531 - Travel Clerk I	18.67
01532 - Travel Clerk II	20.59
01533 - Travel Clerk III	23.03
01611 - Word Processor I	16.22
01612 - Word Processor II	18.21
01613 - Word Processor III	20.37
05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer, Fiberglass	23.40
05010 - Automotive Electrician	21.46
05040 - Automotive Glass Installer	20.21
05070 - Automotive Worker	20.21
05110 - Mobile Equipment Servicer	17.53
05130 - Motor Equipment Metal Mechanic	22.88
05160 - Motor Equipment Metal Worker	20.21
05190 - Motor Vehicle Mechanic	22.88
05220 - Motor Vehicle Mechanic Helper	16.08
05250 - Motor Vehicle Upholstery Worker	18.94
05280 - Motor Vehicle Wrecker	20.21
05310 - Painter, Automotive	21.46
05340 - Radiator Repair Specialist	20.21
05370 - Tire Repairer	18.51
05400 - Transmission Repair Specialist	22.88
07000 - Food Preparation And Service Occupations	
07010 - Baker	17.27
07041 - Cook I	16.48
07042 - Cook II	18.99
07070 - Dishwasher	13.33
07130 - Food Service Worker	15.64
07210 - Meat Cutter	21.87
07260 - Waiter/Waitress	13.60
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	21.94
09040 - Furniture Handler	12.57

09080 - Furniture Refinisher	20.52
09090 - Furniture Refinisher Helper	15.37
09110 - Furniture Repairer, Minor	18.11
09130 - Upholsterer	19.71
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	17.45
11060 - Elevator Operator	17.22
11090 - Gardener	25.83
11122 - Housekeeping Aide	17.22
11150 - Janitor	17.22
11210 - Laborer, Grounds Maintenance	19.37
11240 - Maid or Houseman	16.73
11260 - Pruner	17.00
11270 - Tractor Operator	23.69
11330 - Trail Maintenance Worker	19.37
11360 - Window Cleaner	19.62
12000 - Health Occupations	
12010 - Ambulance Driver	19.95
12011 - Breath Alcohol Technician	28.11
12012 - Certified Occupational Therapist Assistant	33.75
12015 - Certified Physical Therapist Assistant	28.78
12020 - Dental Assistant	20.32
12025 - Dental Hygienist	40.89
12030 - EKG Technician	42.70
12035 - Electroneurodiagnostic Technologist	42.70
12040 - Emergency Medical Technician	19.95
12071 - Licensed Practical Nurse I	25.13
12072 - Licensed Practical Nurse II	28.11
12073 - Licensed Practical Nurse III	31.33
12100 - Medical Assistant	21.64
12130 - Medical Laboratory Technician	23.91
12160 - Medical Record Clerk	22.38
12190 - Medical Record Technician	25.03
12195 - Medical Transcriptionist	22.95
12210 - Nuclear Medicine Technologist	49.84
12221 - Nursing Assistant I	13.55
12222 - Nursing Assistant II	15.25
12223 - Nursing Assistant III	16.64
12224 - Nursing Assistant IV	18.68
12235 - Optical Dispenser	20.01
12236 - Optical Technician	22.47
12250 - Pharmacy Technician	21.76
12280 - Phlebotomist	20.78
12305 - Radiologic Technologist	37.64
12311 - Registered Nurse I	27.39
12312 - Registered Nurse II	33.51
12313 - Registered Nurse II, Specialist	33.51
12314 - Registered Nurse III	40.54
12315 - Registered Nurse III, Anesthetist	40.54
12316 - Registered Nurse IV	48.59
12317 - Scheduler (Drug and Alcohol Testing)	34.82
12320 - Substance Abuse Treatment Counselor	30.83
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	16.78
13012 - Exhibits Specialist II	20.80

13013 - Exhibits Specialist III		25.44
13041 - Illustrator I		16.78
13042 - Illustrator II		20.80
13043 - Illustrator III		25.44
13047 - Librarian		23.03
13050 - Library Aide/Clerk		15.35
13054 - Library Information Technology Systems Administrator		20.80
13058 - Library Technician		14.89
13061 - Media Specialist I		15.00
13062 - Media Specialist II		16.78
13063 - Media Specialist III		18.71
13071 - Photographer I		17.86
13072 - Photographer II		20.28
13073 - Photographer III		25.00
13074 - Photographer IV		30.59
13075 - Photographer V		37.02
13090 - Technical Order Library Clerk		19.27
13110 - Video Teleconference Technician		23.69
14000 - Information Technology Occupations		
14041 - Computer Operator I		21.10
14042 - Computer Operator II		23.60
14043 - Computer Operator III		26.30
14044 - Computer Operator IV		29.23
14045 - Computer Operator V		32.38
14071 - Computer Programmer I	(see 1)	23.44
14072 - Computer Programmer II	(see 1)	
14073 - Computer Programmer III	(see 1)	
14074 - Computer Programmer IV	(see 1)	
14101 - Computer Systems Analyst I	(see 1)	
14102 - Computer Systems Analyst II	(see 1)	
14103 - Computer Systems Analyst III	(see 1)	
14150 - Peripheral Equipment Operator		21.10
14160 - Personal Computer Support Technician		29.23
14170 - System Support Specialist		32.38
15000 - Instructional Occupations		
15010 - Aircrew Training Devices Instructor (Non-Rated)		33.22
15020 - Aircrew Training Devices Instructor (Rated)		40.19
15030 - Air Crew Training Devices Instructor (Pilot)		48.19
15050 - Computer Based Training Specialist / Instructor		33.22
15060 - Educational Technologist		31.70
15070 - Flight Instructor (Pilot)		48.19
15080 - Graphic Artist		24.11
15085 - Maintenance Test Pilot, Fixed, Jet/Prop		48.19
15086 - Maintenance Test Pilot, Rotary Wing		48.19
15088 - Non-Maintenance Test/Co-Pilot		48.19
15090 - Technical Instructor		23.64
15095 - Technical Instructor/Course Developer		28.91
15110 - Test Proctor		19.08
15120 - Tutor		19.08
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations		
16010 - Assembler		11.90

16030 - Counter Attendant	11.90
16040 - Dry Cleaner	14.21
16070 - Finisher, Flatwork, Machine	11.90
16090 - Presser, Hand	11.90
16110 - Presser, Machine, Drycleaning	11.90
16130 - Presser, Machine, Shirts	11.90
16160 - Presser, Machine, Wearing Apparel, Laundry	11.90
16190 - Sewing Machine Operator	14.98
16220 - Tailor	15.82
16250 - Washer, Machine	12.47
19000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	29.43
19040 - Tool And Die Maker	35.79
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	22.94
21030 - Material Coordinator	28.06
21040 - Material Expediter	28.06
21050 - Material Handling Laborer	18.83
21071 - Order Filler	17.93
21080 - Production Line Worker (Food Processing)	22.94
21110 - Shipping Packer	19.47
21130 - Shipping/Receiving Clerk	19.47
21140 - Store Worker I	13.65
21150 - Stock Clerk	19.98
21210 - Tools And Parts Attendant	22.94
21410 - Warehouse Specialist	22.94
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	33.91
23019 - Aircraft Logs and Records Technician	26.59
23021 - Aircraft Mechanic I	32.12
23022 - Aircraft Mechanic II	33.91
23023 - Aircraft Mechanic III	35.43
23040 - Aircraft Mechanic Helper	22.57
23050 - Aircraft, Painter	30.13
23060 - Aircraft Servicer	26.59
23070 - Aircraft Survival Flight Equipment Technician	30.13
23080 - Aircraft Worker	28.37
23091 - Aircrew Life Support Equipment (ALSE) Mechanic I	28.37
23092 - Aircrew Life Support Equipment (ALSE) Mechanic II	32.12
23110 - Appliance Mechanic	22.08
23120 - Bicycle Repairer	16.48
23125 - Cable Splicer	54.46
23130 - Carpenter, Maintenance	22.67
23140 - Carpet Layer	27.19
23160 - Electrician, Maintenance	27.40
23181 - Electronics Technician Maintenance I	28.86
23182 - Electronics Technician Maintenance II	30.65
23183 - Electronics Technician Maintenance III	34.82
23260 - Fabric Worker	25.98
23290 - Fire Alarm System Mechanic	23.88
23310 - Fire Extinguisher Repairer	24.04
23311 - Fuel Distribution System Mechanic	36.20

23312 - Fuel Distribution System Operator	28.46
23370 - General Maintenance Worker	22.74
23380 - Ground Support Equipment Mechanic	32.12
23381 - Ground Support Equipment Servicer	26.59
23382 - Ground Support Equipment Worker	28.37
23391 - Gunsmith I	24.04
23392 - Gunsmith II	27.71
23393 - Gunsmith III	31.37
23410 - Heating, Ventilation And Air-Conditioning Mechanic	25.60
23411 - Heating, Ventilation And Air Contidioning Mechanic (Research Facility)	27.03
23430 - Heavy Equipment Mechanic	30.84
23440 - Heavy Equipment Operator	28.45
23460 - Instrument Mechanic	31.37
23465 - Laboratory/Shelter Mechanic	29.43
23470 - Laborer	18.83
23510 - Locksmith	24.75
23530 - Machinery Maintenance Mechanic	29.99
23550 - Machinist, Maintenance	27.96
23580 - Maintenance Trades Helper	19.80
23591 - Metrology Technician I	31.37
23592 - Metrology Technician II	33.12
23593 - Metrology Technician III	34.61
23640 - Millwright	29.02
23710 - Office Appliance Repairer	21.16
23760 - Painter, Maintenance	21.90
23790 - Pipefitter, Maintenance	30.48
23810 - Plumber, Maintenance	28.59
23820 - Pneudraulic Systems Mechanic	31.37
23850 - Rigger	31.37
23870 - Scale Mechanic	27.71
23890 - Sheet-Metal Worker, Maintenance	30.83
23910 - Small Engine Mechanic	23.87
23931 - Telecommunications Mechanic I	30.47
23932 - Telecommunications Mechanic II	32.16
23950 - Telephone Lineman	23.55
23960 - Welder, Combination, Maintenance	23.41
23965 - Well Driller	25.49
23970 - Woodcraft Worker	31.37
23980 - Woodworker	24.04
24000 - Personal Needs Occupations	
24550 - Case Manager	22.08
24570 - Child Care Attendant	13.44
24580 - Child Care Center Clerk	16.78
24610 - Chore Aide	15.82
24620 - Family Readiness And Support Services Coordinator	22.08
24630 - Homemaker	22.08
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	26.52
25040 - Sewage Plant Operator	24.88
25070 - Stationary Engineer	26.52
25190 - Ventilation Equipment Tender	18.64
25210 - Water Treatment Plant Operator	24.88

27000 - Protective Service Occupations		
27004 - Alarm Monitor		25.44
27007 - Baggage Inspector		17.49
27008 - Corrections Officer		25.60
27010 - Court Security Officer		25.79
27030 - Detection Dog Handler		19.57
27040 - Detention Officer		25.60
27070 - Firefighter		26.76
27101 - Guard I		17.49
27102 - Guard II		19.57
27131 - Police Officer I		31.01
27132 - Police Officer II		34.46
28000 - Recreation Occupations		
28041 - Carnival Equipment Operator		17.04
28042 - Carnival Equipment Repairer		18.59
28043 - Carnival Worker		12.23
28210 - Gate Attendant/Gate Tender		17.61
28310 - Lifeguard		13.56
28350 - Park Attendant (Aide)		19.70
28510 - Recreation Aide/Health Facility Attendant		14.38
28515 - Recreation Specialist		24.40
28630 - Sports Official		15.69
28690 - Swimming Pool Operator		21.42
29000 - Stevedoring/Longshoremen Occupational Services		
29010 - Blocker And Bracer		34.45
29020 - Hatch Tender		34.45
29030 - Line Handler		34.45
29041 - Stevedore I		32.30
29042 - Stevedore II		36.58
30000 - Technical Occupations		
30010 - Air Traffic Control Specialist, Center (HFO)	(see 2)	46.07
30011 - Air Traffic Control Specialist, Station (HFO)	(see 2)	31.77
30012 - Air Traffic Control Specialist, Terminal (HFO)	(see 2)	34.99
30021 - Archeological Technician I		19.77
30022 - Archeological Technician II		22.11
30023 - Archeological Technician III		27.40
30030 - Cartographic Technician		27.40
30040 - Civil Engineering Technician		29.43
30051 - Cryogenic Technician I		30.34
30052 - Cryogenic Technician II		33.51
30061 - Drafter/CAD Operator I		19.77
30062 - Drafter/CAD Operator II		22.11
30063 - Drafter/CAD Operator III		24.65
30064 - Drafter/CAD Operator IV		30.34
30081 - Engineering Technician I		16.00
30082 - Engineering Technician II		17.96
30083 - Engineering Technician III		20.09
30084 - Engineering Technician IV		24.89
30085 - Engineering Technician V		30.45
30086 - Engineering Technician VI		36.84
30090 - Environmental Technician		27.98
30095 - Evidence Control Specialist		27.40

30210 - Laboratory Technician		25.01
30221 - Latent Fingerprint Technician I		29.04
30222 - Latent Fingerprint Technician II		32.08
30240 - Mathematical Technician		27.65
30361 - Paralegal/Legal Assistant I		22.17
30362 - Paralegal/Legal Assistant II		27.47
30363 - Paralegal/Legal Assistant III		33.61
30364 - Paralegal/Legal Assistant IV		40.65
30375 - Petroleum Supply Specialist		33.51
30390 - Photo-Optics Technician		27.40
30395 - Radiation Control Technician		33.51
30461 - Technical Writer I		25.14
30462 - Technical Writer II		30.75
30463 - Technical Writer III		37.20
30491 - Unexploded Ordnance (UXO) Technician I		29.28
30492 - Unexploded Ordnance (UXO) Technician II		35.43
30493 - Unexploded Ordnance (UXO) Technician III		42.46
30494 - Unexploded (UXO) Safety Escort		29.28
30495 - Unexploded (UXO) Sweep Personnel		29.28
30501 - Weather Forecaster I		30.34
30502 - Weather Forecaster II		36.90
30620 - Weather Observer, Combined Upper Air Or Surface Programs	(see 2)	24.65
30621 - Weather Observer, Senior	(see 2)	27.40
31000 - Transportation/Mobile Equipment Operation Occupations		
31010 - Airplane Pilot		35.43
31020 - Bus Aide		16.38
31030 - Bus Driver		23.60
31043 - Driver Courier		21.27
31260 - Parking and Lot Attendant		15.57
31290 - Shuttle Bus Driver		16.69
31310 - Taxi Driver		13.02
31361 - Truckdriver, Light		23.33
31362 - Truckdriver, Medium		25.21
31363 - Truckdriver, Heavy		27.12
31364 - Truckdriver, Tractor-Trailer		27.12
99000 - Miscellaneous Occupations		
99020 - Cabin Safety Specialist		17.27
99030 - Cashier		14.92
99050 - Desk Clerk		15.19
99095 - Embalmer		29.65
99130 - Flight Follower		29.28
99251 - Laboratory Animal Caretaker I		17.39
99252 - Laboratory Animal Caretaker II		18.96
99260 - Marketing Analyst		29.15
99310 - Mortician		29.65
99410 - Pest Controller		21.66
99510 - Photofinishing Worker		15.39
99710 - Recycling Laborer		27.45
99711 - Recycling Specialist		33.56
99730 - Refuse Collector		24.09
99810 - Sales Clerk		16.29
99820 - School Crossing Guard		19.46
99830 - Survey Party Chief		26.78
99831 - Surveying Aide		18.15
99832 - Surveying Technician		24.35

99840 - Vending Machine Attendant	20.66
99841 - Vending Machine Repairer	25.96
99842 - Vending Machine Repairer Helper	20.66

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.

Note: Executive Order 13658 generally applies to contracts subject to the Service Contract Act that were awarded on or between January 1, 2015 and January 29, 2022, and that have not been renewed or extended on or after January 30, 2022. If a contract is subject to Executive Order 13658, the contractor must pay all covered workers at least $13.65 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract from May 11, 2026, through December 31, 2026. The applicable Executive Order minimum wage rate will be adjusted annually.
Additional information on contractor requirements and worker protections under Executive Order 13658 is available at www.dol.gov/whd/govcontracts.

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: $5.55 per hour, up to 40 hours per week, or $222.00 per week or $962.00 per month

HEALTH & WELFARE EO 13706: $5.09 per hour, up to 40 hours per week, or $203.60 per week, or $882.27 per month*

*This rate is to be used only when compensating employees for performance on an SCA-covered contract also covered by EO 13706, Establishing Paid Sick Leave for Federal Contractors. A contractor may not receive credit toward its SCA obligations for any paid sick leave provided pursuant to EO 13706.

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor, 3 weeks after 5 years, and 4 weeks after 15 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 eleven paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Juneteenth National Independence 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: This wage determination does not apply to any individual employed in a bona fide executive, administrative, or professional capacity, as defined in 29 C.F.R. Part 541. (See 41 C.F.R. 6701(3)). Because most Computer Systems Analysts and Computer Programmers who are paid at least $27.63 per hour (or at least $684 per week if paid on a salary or fee basis) likely qualify as exempt computer professionals under 29 U.S.C. 213(a)(1) and 29 U.S.C. 213(a)(17), this wage determination may not include wage rates for all occupations within those job families. In such instances, a conformance will be necessary if there are nonexempt employees in these job families working on the contract.

Job titles vary widely and change quickly in the computer industry, and are not determinative of whether an employee is an exempt computer professional. To be exempt, computer employees who satisfy the compensation requirements must also have a primary duty that 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).

Any computer employee who meets the applicable compensation requirements and the above duties test qualifies as an exempt computer professional under both section 13(a)(1) and section 13(a)(17) of the Fair Labor Standards Act. (Field Assistance Bulletin No. 2006-3 (Dec. 14, 2006)). Accordingly, this wage determination will not apply to any exempt computer employee regardless of which of these two exemptions is utilized.

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 (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 paid to all employees performing in the classification from the first day of work on which contract work is performed by them in the classification. Failure to pay such unlisted employees the compensation agreed upon by the interested parties and/or fully determined by the Wage and Hour Division retroactive to the date such class of employees commenced contract work shall be a violation of the Act and this contract. (See 29 CFR 4.6(b)(2)(v)). 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 U.S. Department of Labor, Wage and Hour Division, 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 Division's decision to the contractor.

6) Each affected employee shall be furnished by the contractor with a written copy of such determination or it shall be posted as a part of the wage determination (See 29 CFR 4.6(b)(2)(iii)).

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"""" 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 (See 29 CFR 4.152(c)(1))."""

SECTION E - SOLICITATION PROVISIONS

E.1 52.212-1 INSTRUCTIONS TO OFFERORS—COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (OCT 2025) (DEVIATION)

(a) *Submission of offers*. Submit signed and dated offers to the office specified in this solicitation at or before the exact time specified in this solicitation. As a minimum, offers shall include—

(1) The solicitation number;

(2) The name, address, telephone number of the Offeror;

(3) The Offeror's Unique Entity Identifier (UEI) and, if applicable, Electronic Funds Transfer (EFT) indicator;

(4) Information necessary to evaluate the factors contained in the provision at 52.212-2 or as described in the solicitation;

(5) Responses to provisions that require Offeror completion of information, representations, and certifications (other than those collected via the System for Award Management (SAM)); and

(6) A statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation and any solicitation amendments.

(b) *Period for acceptance of offers*. The Offeror agrees to hold the prices in its offer firm for 60 calendar days from the date specified for receipt of offers, unless another time period is specified in an addendum to the solicitation.

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

(1) Offerors are responsible for submitting offers and any modifications or revisions to the Government office designated in the solicitation by the time specified in the solicitation.

(2) Any offer, modification, or revision received after the time specified for receipt of offers is "late" and will not be considered unless it is received before award is made and the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition. However, a late modification of an otherwise successful offer that makes its terms more favorable to the Government will be considered at any time it is received and may be accepted.

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

(4) Offerors may withdraw their offers by written notice to the Government received at any time before award.

(d) *Contract award (not applicable to Invitation for Bids)*. The Government intends to evaluate offers and award a contract without discussions with Offerors. Therefore, the Offeror's initial offer should contain the Offeror's best terms. However, the Government reserves the right to conduct discussions, if necessary. The Government may reject any or all offers if such action is in the public interest, accept other than the lowest offer, and waive informalities and minor irregularities in offers received.

(e) *Debriefings*. If a post award debriefing is given to requesting Offerors, the Government will disclose the following information, if applicable:

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

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

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

(4) A summary of the rationale for award.

(5) For acquisitions of commercial products, the make and model of the product to be delivered by the successful Offeror.

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

(End of Provision)

E.2 ADDENDUM to FAR 52.212-1 INSTRUCTIONS TO OFFERORS—COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES

1. Quote Preparation Instructions:

1.1. Specific Instructions:

A successful vendor will be selected after comparative evaluation based on parts I through IV below. The lowest price might not necessarily be selected, the vendor who presents the overall best value to the government will be awarded.

Submit signed and dated offers to Contract Specialist, Brian Millington, brian.millington@va.gov. All quotes shall be legible and prepared in the following general format to be properly evaluated. Submit offers no later than **12 August 2026, 16:30 PM (PST),** to brian.millington@va.gov.

Offers shall be complete, self-sufficient, and respond directly to the requirements of this solicitation.

1.2. Format.

*******CONTRACTORS ARE REQUIRED TO SUBMIT PARTS I THROUGH III IN ORDER TO BE CONSIDERED******

Part I: Executed Quote (Signed SF1449)

Part II: Price

Part III. Technical Capability

Part IV. Past Performance

Part I - Executed Request for Quote:

a. The offeror shall provide the title page to include solicitation number, company name, address, phone number, and authorized company representative's name, e-mail, and phone number.
b. The offeror shall provide the name, title and telephone number of the company division point of contact regarding decisions made with respect to your quote and who can obligate your company contractually.
c. A signed Standard Form 1449 (SF 1449), page 1 of the solicitation. Complete blocks 17a, 30a, 30b, and 30c, as applicable.
d. Acknowledgement of amendments issued since the original solicitation date, if applicable. Acknowledgement of amendments is made on page 3 of the solicitation.

Part II – Price:

a. Insert unit and extended prices in line items 0001A through 4018B. All prices shall be represented in two decimal positions only. Example: $0.27, not $0.27458.

b. Ensure calculations are correct.

Part III – Technical Capability:

a. The prime vendor, and intended subcontractor if used, must have prior past experience in providing hazardous waste disposal service.

b. Provide a detailed narrative of how prime and/or subcontractor will accomplish tasks listed in SOW. Provide specific details and narrative as to how prime and/or subcontractor will accomplish tasks identified in SOW.

c. If a Subcontractor is to be used both the Prime and Subcontractors must possess the required certifications.

Part IV - Past Performance:

a. There is no minimum or maximum submittals for Past Performance.

b. Identify all federal, state, and local government contracts as well as any private/commercial contracts of similar scope, size, complexity that are ongoing or have been completed within the last five (5) years. List the following information for each contract:

i. Company or entity name and address
ii. Description of services performed
iii. Name, telephone number and email address of responsible individuals who have first-hand knowledge of performance relative to similar type of services (Reference Point of Contact)
iv. Dates of contract performance (state date to end date/present date)
v. Contract Type and total contract value

2. **Questions** to this RFQ shall be submitted via electronic mail to the Contracting Officer, Brian Millington at brian.millington@va.gov. **Questions shall be accepted until 08/07/2026 at 4:30pm PT.** The Government is not obligated to respond to any questions received after that date and time. All questions received within the designated timeframe that the Government considers relevant, will be answered. Responses to questions will be provided as amendment to the RFQ that will be made available to all potential Offerors. **Telephonic inquiries are not acceptable and will not receive a response.**

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:

E.2 52.204-24 REPRESENTATION REGARDING CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (NOV 2021)

The Offeror shall not complete the representation at paragraph (d)(1) of this provision if the Offeror has represented that it ‘‘does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument’’ in paragraph (c)(1) in the provision at 52.204–26, Covered Telecommunications Equipment or Services—Representation, or in paragraph (v)(2)(i) of the provision at 52.212–3, Offeror Representations and Certifications–Commercial Products and Commercial Services. The Offeror shall not complete the representation in paragraph (d)(2) of this provision if the Offeror has represented that it ‘‘does not use covered telecommunications equipment or services, or any equipment, system, or service that uses covered telecommunications equipment or services’’ in paragraph (c)(2) of the provision at 52.204–26, or in paragraph (v)(2)(ii) of the provision at 52.212–3.

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

Backhaul, covered telecommunications equipment or services, critical technology, interconnection arrangements, reasonable inquiry, roaming, and *substantial or essential component* have the meanings provided in the clause 52.204–25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

(b) *Prohibition*. (1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115–232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. Nothing in the prohibition shall be construed to—

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115–232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract or extending or renewing a contract with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract. Nothing in the prohibition shall be construed to—

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(c) *Procedures*. The Offeror shall review the list of excluded parties in the System for Award Management (SAM) (https://www.sam.gov) for entities excluded from receiving federal awards for “covered telecommunications equipment or services.”

(d) *Representations*. The Offeror represents that—

(1) It [ ] will, [ ] will not provide covered telecommunications equipment or services to the Government in the performance of any contract, subcontract or other contractual instrument resulting from this solicitation. The Offeror shall provide the additional disclosure information required at paragraph (e)(1) of this section if the Offeror responds “will’’ in paragraph (d)(1) of this section; and

(2) After conducting a reasonable inquiry, for purposes of this representation, the Offeror represents that—

It [ ] does, [ ] does not use covered telecommunications equipment or services, or use any equipment, system, or service that uses covered telecommunications equipment or services. The Offeror shall provide the additional disclosure information required at paragraph (e)(2) of this section if the Offeror responds “does’’ in paragraph (d)(2) of this section.

(e) *Disclosures*. (1) Disclosure for the representation in paragraph (d)(1) of this provision. If the Offeror has responded “will’’ in the representation in paragraph (d)(1) of this provision, the Offeror shall provide the following information as part of the offer:

(i) For covered equipment—

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the original equipment manufacturer (OEM) or a distributor, if known);

(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(ii) For covered services—

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the Product Service Code (PSC) of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(2) Disclosure for the representation in paragraph (d)(2) of this provision. If the Offeror has responded “does’’ in the representation in paragraph (d)(2) of this provision, the Offeror shall provide the following information as part of the offer:

(i) For covered equipment—

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the OEM or a distributor, if known);

(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

(ii) For covered services—

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the PSC of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

(End of Provision)

E.3 52.204-29 FEDERAL ACQUISITION SUPPLY CHAIN SECURITY ACT ORDERS—REPRESENTATION AND DISCLOSURES (DEC 2023)

(a) *Definitions*. As used in this provision, *Covered article, FASCSA order, Intelligence community, National security system, Reasonable inquiry, Sensitive compartmented information, Sensitive compartmented information system*, and *Source* have the meaning provided in the clause 52.204–30, Federal Acquisition Supply Chain Security Act Orders—Prohibition.

(b) *Prohibition*. Contractors are prohibited from providing or using as part of the performance of the contract any covered article, or any products or services produced or provided by a source, if the prohibition is set out in an applicable Federal Acquisition Supply Chain Security Act (FASCSA) order, as described in paragraph (b)(1) of FAR 52.204–30, Federal Acquisition Supply Chain Security Act Orders—Prohibition.

(c) *Procedures*. (1) The Offeror shall search for the phrase ‘‘FASCSA order’’ in the System for Award Management (SAM)(*https://www.sam.gov*) for any covered article, or any products or services produced or provided by a source, if there is an applicable FASCSA order described in paragraph (b)(1) of FAR 52.204–30, Federal Acquisition Supply Chain Security Act Orders—Prohibition.

(2) The Offeror shall review the solicitation for any FASCSA orders that are not in SAM, but are effective and do apply to the solicitation and resultant contract (see FAR 4.2303(c)(2)).

(3) FASCSA orders issued after the date of solicitation do not apply unless added by an amendment to the solicitation.

(d) *Representation*. By submission of this offer, the offeror represents that it has conducted a reasonable inquiry, and that the offeror does not propose to provide or use in response to this solicitation any covered article, or any products or services produced or provided by a source, if the covered article or the source is prohibited by an applicable FASCSA order in effect on the

date the solicitation was issued, except as waived by the solicitation, or as disclosed in paragraph (e).

(e) *Disclosures*. The purpose for this disclosure is so the Government may decide whether to issue a waiver. For any covered article, or any products or services produced or provided by a source, if the covered article or the source is subject to an applicable FASCSA order, and the Offeror is unable to represent compliance, then the Offeror shall provide the following information as part of the offer:

(1) Name of the product or service provided to the Government;

(2) Name of the covered article or source subject to a FASCSA order;

(3) If applicable, name of the vendor, including the Commercial and Government Entity code and unique entity identifier (if known), that supplied the covered article or the product or service to the Offeror;

(4) Brand;

(5) Model number (original equipment manufacturer number, manufacturer part number, or wholesaler number);

(6) Item description;

(7) Reason why the applicable covered article or the product or service is being provided or used;

(f) *Executive agency review of disclosures*. The contracting officer will review disclosures provided in paragraph (e) to determine if any waiver may be sought. A contracting officer may choose not to pursue a waiver for covered articles or sources otherwise subject to a FASCSA order and may instead make an award to an offeror that does not require a waiver.

(End of Provision)

E.4 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):

https://www.acquisition.gov/browse/index/far
https://www.va.gov/oal/library/vaar/

(End of Provision)

FAR Number	Title	Date
52.204-7	SYSTEM FOR AWARD MANAGEMENT	NOV 2024
52.204-16	COMMERCIAL AND GOVERNMENT ENTITY CODE REPORTING	AUG 2020
852.239-75	INFORMATION AND COMMUNICATION TECHNOLOGY ACCESSIBILITY NOTICE	FEB 2023

(End of Addendum to 52.212-1)

E.5 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:

NCO 20 Network Contracting Office

ATTN: V4CONT
1601 E. Fourth Plain Blvd
Bldg.17, Suite B428
Vancouver WA 98661
Mailing Address:

NCO 20 Network Contracting Office

ATTN: V4CONT
1601 E. Fourth Plain Blvd
Bldg.17, Suite B428
Vancouver WA 98661

(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.6 VAAR 852.233-70 PROTEST CONTENT/ALTERNATIVE DISPUTE RESOLUTION (OCT 2018)

(a) Any protest filed by an interested party shall—

(1) Include the name, address, fax number, email 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.7 VAAR 852.233-71 ALTERNATE PROTEST PROCEDURE (OCT 2018)

(a) As an alternative to filing a protest with the Contracting Officer, an interested party may file a protest by mail or electronically with: Executive Director, Office of Acquisition and Logistics, Risk Management and Compliance Service (003A2C), Department of Veterans Affairs, 810 Vermont Avenue NW, Washington, DC 20420 or Email: *EDProtests@va.gov.*

(b) The protest will not be considered if the interested party has a protest on the same or similar issue(s) pending with the Contracting Officer.

(End of Provision)

52.212-2 EVALUATION—COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (OCT 2025) (DEVIATION)

(a) Evaluation factors. 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 will be used to evaluate offers:

Vendors must complete items 17a, 30a, 30b, and 30c of the first page of this RFQ to be considered responsive.

Factor I: Executed Quote (Signed SF1449)

Factor II: Price

Factor III: Technical Capability

Factor IV: Past Performance

- In accordance with FAR 13.106-2, the quote will undergo a comparative evaluation to determine which quote represents the best overall offer to the Government in terms of high technical capability, and satisfactory past performance, while also providing a competitive price.
- Quotes will be evaluated by performing a direct comparison of one offer with another in a uniform manner to determine which quote provides the government with its needs as identified in the RFQ.
- The Government reserves the right to select a response that provides benefit to the government that exceeds the minimum quote submitted but is not required to do so.
- Responses may exceed requirements. Each response at a minimum must meet solicitation requirement statement. The government is not requesting or accepting alternate quotes.

(b) *Options (if applicable).* 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. The evaluation of options does not obligate the Government to exercise the option(s).

(c) *Notice of award*. A written notice of award or acceptance of an offer 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)