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| **SUBJECT\*** | 612-25-2-6149-0035 | 36C261-25-AP-1446 | Waste Management Removal Services (Mare Island) |

**GENERAL INFORMATION**

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| **CONTRACTING OFFICE’S ZIP CODE\*** | 95652 |
| **SOLICITATION NUMBER\*** | 36C26125Q0237 |
| **RESPONSE DATE/TIME/ZONE** | 03-07-2025 10:00 AM PACIFIC TIME, LOS ANGELES, USA |
| **ARCHIVE** | 60 DAYS AFTER THE RESPONSE DATE |
| **RECOVERY ACT FUNDS** | N |
| **PRODUCT SERVICE CODE\*** | S205 |
| **NAICS CODE\*** | 562111 |
| **CONTRACTING OFFICE ADDRESS** | Department of Veterans Affairs  VA Sierra Pacific Network (VISN 21)  Network Contracting Office (NCO) 21 |
| **POINT OF CONTACT\*** | Contract Officer  Durell M Salaz  durell.salaz@va.gov  2093045880 |

**ADDITIONAL INFORMATION**

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| **AGENCY’S URL** |  |
| **URL DESCRIPTION** |  |
| **AGENCY CONTACT’S EMAIL ADDRESS** |  |
| **EMAIL DESCRIPTION** |  |

**DESCRIPTION**

This is an intent to sole source award notice for commercial items prepared in accordance with FAR Subpart 5.2, Synopses of Proposed Contract Actions. This announcement constitutes the only notice of intent to sole source and synopsis of proposed action. No solicitation will be issued.

The Department of Veterans Affairs, VHA, Network Contracting Office (NCO) 21 intends to award a sole source contract to Recology Vallejo Garbage Service, Inc., for waste management removal and recycling services at Mare Island VA Outpatient Clinic. The sole source is based on the Franchise Agreement with the City of Vallejo, California that authorized a vendor, Recology, to provide the service. The proposed contract will be for one year starting May 1, 2025, through April 30, 2026. The North American Industrial Classification System (NAICS) code for this procurement is 562111 Solid Waste Collection and the PSC code is S205.

THIS NOTICE IS NOT A REQUEST FOR COMPETITIVE PROPOSALS OR QUOTATIONS. A SOLICITATION WILLNOT BE POSTED. Interested parties may identify their interest and capability to respond to the requirement by 3:00 PM PST March 7, 2025, via email to [durell.salaz@va.gov](mailto:durell.salaz@va.gov). No telephone calls will be accepted or entertained. No exceptions. All responses must be received by the closing date specified herein. Late submissions will not be considered by the Government. Any response to this notice must show clear and convincing evidence that the responding company can provide the same services by the required date. However, a determination by the Government to not compete is solely within the discretion of the Government.

**PERFORMANCE WORK STATEMENT**

Waste Management Removal and Recycling Services, VA Mare Island

Outpatient Clinic

1. The contractor shall provide sufficient number of storage containers and other equipment (e.g. pallets) for government use in storing of solid waste and recyclable materials prior to removal of existing containers by the Contracting Officer (CO) Contractor. Removal to be accomplished from VA Northern California Health Care System (VANCHCS).
2. DISPOSAL AND SANITATION REQUIREMENTS: Contractor shall assume full responsibility for compliance with all Federal, State, County and City laws, rules and regulations governing collection and disposal of waste and recyclable materials, and Recyclable materials in accordance with the following Statement of Work.
3. The contractor shall be responsible for delivery of the containers and any necessary equipment at the start of the contract and as required (in the event quantities of waste materials increase) during the term of the contract, and as designated by the Contracting Officer (CO). The containers shall be fire retardant and approved by the CO or Contracting Officer’s Representative (COR) prior to placement at Government facility. Containers shall be delivered to and placed in the areas designated or directed by the CO or COR. The contractor shall be responsible for the removal of containers at accomplishment or termination of the contract.
4. The contractor shall maintain the furnished containers in a clean and sanitary condition at ALL times. Contractor owned metal containers shall be steam-cleaned once a month prior to returning the container to VA medical facility after disposal. The area immediately surrounding the containers shall be maintained in a clean, orderly, and sanitary condition. Particular attention shall be paid to the prompt clean-up of oil and/or grease spills. Either generated from the vehicles (s) used to haul containers or because of containers leakage. The containers shall be kept in good repair: metal containers shall be painted when warranted (i.e., appearance of rust spots, stains excessive chipped areas, etc.). Lids are to be maintained in operating condition.
5. If during the contract period, VA determines that the condition of any equipment supplies supplied by the contractor constitutes a hazard to the health, safety or welfare of VA employees, patients, or the general community, the contractor shall, immediately upon receiving notice of such determination, by the CO or COR, remove the equipment from the VA installation and shall immediately replace it with equipment which is approve by the VA facility.
6. The contractor shall provide a WEIGHT TICKET for each pickup, certifying the number of containers (s) and types of waste removed from the VA facility for transport and destruction. This weight ticket will be provided to the COR for each weekly pick-up service.
7. LICENSES AND PERMITS: Contractor shall provide licenses and permits without costs to the Government for vehicles, operators, and labor to remove bulk (container refuse in accordance and compliance with federal, state, municipal and local regulations, if requested.
8. The contractor shall observe all federal, state, and local laws, regulations, and procedures relative to the collection, transport, handling, storage, disposal; and residue disposal when providing waste removal services under the terms of this contract.
9. TYPES OF WASTE COVERED: The following listing specifies the most common types of waste, which may be disposed of under the terms of this contract. The Government reserves the right to identify other types of waste to be disposed of under the terms of the contract.
   1. General
   2. Wet garbage
   3. Construction debris, including stone, plaster, woods, metal, etc.
   4. Scrap metal, plastic, wood, finishing, and equipment, etc.
   5. Mattresses and beddings
   6. Grounds care debris: including grass clippings, branches, leaves, etc.
   7. Glass and glassware
   8. Dry sludge
10. TYPES OF WASTE NOT COVERED: The following listing specifies the most common types of waste not covered by the terms of this contract: the Government reserves the right to identify other types of waste not covered by the terms of this contract.
    1. Regulated medical waste.
    2. Radioactive chemical waste.
    3. Hazardous waste, including hazardous chemical waste.
    4. Sewage and other materials which may be legally discharged to a sewer.
11. ALTERNATE METHODS OF DISPOSAL: The Government reserves the right to dispose of any or all materials listed in the terms of this contract by alternate means, including recycling, composting purifying, salvaging, etc. And to affect the removal of any or all materials listed in the tennis of this contract by alternate means, including sale, gift, or self-delivery to a disposal, recycling, or reconditioning site. Only such materials designated by the COR as being subject to the terms and conditions of this contract shall be removed by the contractor for fee.
12. HANDLING AND LOADING OF VEHICLES: Contractor’s employees shall remove all containers from the established collection sites. All containers shall be handled, moved, and placed in contractor's vehicles in such a manner that the structural integrity of the container is maintained, waste is properly contained, and environmental contamination is prevented. The contractor shall reimburse the Government for any damage to Government property caused by removal operations of the contractor or his/her agent. In accordance with Federal Acquisition Regulation (FAR) [52.246-25](https://www.acquisition.gov/far/part-52" \l "FAR_52_246_25" \o "52.246-25), Limitation of Liability-Services. incorporated in Section C of the contract. The contractor shall be liable for loss of or damage to the property of the Government when caused by the contractor for services performed under this contract.
    1. Any mishaps involving vehicle used to transport waste shall be reported prior to contractor leaving station to COR, Contracting Officer, or Security Officer.
    2. Contractor at no time shall leave vehicle in a position that could endanger the traffic: if it should be left unattended, hazard signs or road flares will be placed in front and back of the vehicle for traffic awareness.
    3. Contractor drivers shall obey all the traffic rules within the Government property: i.e., speed limits, one way, stop signs, loading zones, etc.
13. DISPOSAL FACILITIES: Contractor shall certify that facilities used for the disposal of waste under the terms of this contract are operated in compliance with and do comply with all federal, state, and local regulations which govern the disposal of waste and disposal of waste and the operation of disposal facilities. Contractor shall certify that landfills, etc., used for the disposal of waste under the terms of this contract are operated as required by law, for the disposal of the type, or types, of waste being disposed and for the packaging employed. Contractor’s disposal facilities, and all facilities used by the contractor, to store, transport, transfer and dispose of waste under the terms of this contract shall be identified by name and location to VA and shall be available for inspection by authorized representatives of the VA upon twenty-four (24) hours’ notice, rented leased, sub-contracted and other non-contracted and other non-contractor owned facilities which are used to provide service under the terms of this contract must also be identify by name and location, and must be available for inspection by authorized representatives of VA upon twenty-four (24) hours’ notice provided to the contractor.
14. SCHEDULES: Waste removal from the facilities will be accomplished Monday through Friday morning hours. The contractor shall remove all waste, which is designated by the facilities for removal each time service is provided under the terms of the contract: the contractor for pickup shall no designated shippable waste at a later time or date. The contractor shall immediately notify the CO and or COR of any delay, which may prevent timely removal of all accumulated waste within the limits set forth in the terms of this contract. Contractor shall respond to calls for emergency removal of waste within eight (8) hours of notification by the usable at all times, (e.g., answering service authorized to accept emergency service calls and contract contractor) such instructions shall be evoked in any situation where VA facilities determined that an emergency exits. Failure of the contractor to order pickup by other means, all costs to the VA incurred by the failure of the contractor to perform pickups as required will be deducted from amounts owed to the contractor by the Government. Failure to conduct regular schedule pickups will result in violation of the Department of the Healthcare and Occupational Safety and Health Administration (OSHA) requirements.
15. **Records Management Language:** The following standard items relate to records generated in executing the contract and should be included in a typical Electronic Information Systems (EIS) procurement contract:
    1. Citations to pertinent laws, codes, and regulations such as 44 U.S.C chapters 21, 29, 31 and 33; Freedom of Information Act (5 U.S.C. 552); Privacy Act (5 U.S.C. 552a); 36 CFR Part 1222 and Part 1228.
    2. Contractor shall treat all deliverables under the contract as the property of the U.S. Government for which the Government Agency shall have unlimited rights to use, dispose of, or disclose such data contained therein as it determines to be in the public interest.
    3. Contractor shall not create or maintain any records that are not specifically tied to or authorized by the contract using Government IT equipment and/or Government records.
    4. Contractor shall not retain, use, sell, or disseminate copies of any deliverable that contains information covered by the Privacy Act of 1974 or that which is generally protected by the Freedom of Information Act.
    5. Contractor shall not create or maintain any records containing any Government Agency records that are not specifically tied to or authorized by the contract.
    6. The Government Agency owns the rights to all data/records produced as part of this contract.
    7. The Government Agency owns the rights to all electronic information (electronic data, electronic information systems, electronic databases, etc.) and all supporting documentation created as part of this contract. Contractor must deliver sufficient technical documentation with all data deliverables to permit the agency to use the data.
    8. Contractor agrees to comply with Federal and Agency records management policies, including those policies associated with the safeguarding of records covered by the Privacy Act of 1974. These policies include the preservation of all records created or received regardless of format [paper, electronic, etc.] or mode of transmission [e-mail, fax, etc.] or state of completion [draft, final, etc.].
    9. No disposition of documents will be allowed without the prior written consent of the Contracting Officer. The Agency and its contractors are responsible for preventing the alienation or unauthorized destruction of records, including all forms of mutilation. Willful and unlawful destruction, damage or alienation of Federal records is subject to the fines and penalties imposed by 18 U.S.C. 2701. Records may not be removed from the legal custody of the Agency or destroyed without regard to the provisions of the agency records schedules.
    10. Contractor is required to obtain the Contracting Officer’s approval prior to engaging in any contractual relationship (sub-contractor) in support of this contract requiring the disclosure of information, documentary material and/or records generated under, or relating to, this contract. The Contractor (and any sub-contractor) is required to abide by Government and Agency guidance for protecting sensitive and proprietary information.

(End of Performance Work Statement)