

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30				1. REQUISITION NO.		PAGE 1 OF 95	
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE		4. ORDER NO.		5. SOLICITATION NUMBER VA256-15-Q-0829	
7. FOR SOLICITATION INFORMATION CALL:		a. NAME Lance Davis				b. TELEPHONE NO. (No Collect Calls) 918-577-3838	
9. ISSUED BY Department of Veterans Affairs ATTN: NCO 16 DIV I SER 1011 Honor Heights Drive Muskogee OK 74401-1318		CODE 623/90c		10. THIS ACQUISITION IS <input checked="" type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS		<input type="checkbox"/> UNRESTRICTED OR <input checked="" type="checkbox"/> SET ASIDE: 100 % FOR: <input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM NAICS: 811310 <input type="checkbox"/> EDWOSB <input type="checkbox"/> 8(A) SIZE STANDARD: \$7.5 Million	
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input checked="" type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS		13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) <input type="checkbox"/>		13b. RATING N/A	
15. DELIVER TO Department of Veterans Affairs ATTN: NCO 16 DIV I SER 1011 Honor Heights Drive Muskogee OK 74401-1318		CODE 623/90c		16. ADMINISTERED BY Department of Veterans Affairs ATTN: NCO 16 DIV I SER 1011 Honor Heights Drive Muskogee OK 74401-1318		CODE 623/90c	
17a. CONTRACTOR/OFFEROR CODE		FACILITY CODE		18a. PAYMENT WILL BE MADE BY Department of Veterans Affairs Financial Services Center PO Box 149971 Austin TX 78714-9971		CODE 623/04	
TELEPHONE NO.		DUNS:		DUNS+4:		PHONE: FAX:	
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER				18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM			
19. ITEM NO.	20. See CONTINUATION Page SCHEDULE OF SUPPLIES/SERVICES			21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	Location of Performance: VA Medical Center 921 NE 13th St Oklahoma City OK 73104 RESPOND TO SOLICITATION: Preferred: e-mail to lance.davis2@va.gov(7MB max per e-mail) Acceptable: (mail to)(must arrive by closing date and time) Jack C Montgomery VA Medical Center Attn: Lance Davis NCO 16 DIV I SER 1011 Honor Heights Drive Muskogee OK 74401 Faxes will not be accepted. (Use Reverse and/or Attach Additional Sheets as Necessary)						
25. ACCOUNTING AND APPROPRIATION DATA See CONTINUATION Page					26. TOTAL AWARD AMOUNT (For Govt. Use Only)		
<input checked="" type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA				<input type="checkbox"/> ARE <input checked="" type="checkbox"/> ARE NOT ATTACHED.			
<input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA				<input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED			
<input type="checkbox"/> 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				<input type="checkbox"/> 29. AWARD OF CONTRACT: REF. _____ OFFER DATED _____. YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN IS ACCEPTED AS TO ITEMS:			
30a. SIGNATURE OF OFFEROR/CONTRACTOR				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)			
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)		30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT)		31c. DATE SIGNED	
				Jared Cariker			

Table of Contents

SECTION A.....	1
A.1 SF 1449 SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS.....	1
SECTION B - CONTINUATION OF SF 1449 BLOCKS.....	3
B.1 CONTRACT ADMINISTRATION DATA.....	3
B.2 LIMITATIONS ON SUBCONTRACTING-- MONITORING AND COMPLIANCE (JUN 2011).....	4
B.3 Price/Cost Schedule.....	23
Item Information.....	23
SECTION C - CONTRACT CLAUSES	42
C.1 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS—COMMERCIAL ITEMS (MAY 2015)	42
C.2 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999).....	48
C.3 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000).....	48
C.4 52.219-6 NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE (NOV 2011) ALTERNATE II (NOV 2011)	48
C.5 52.223-2 AFFIRMATIVE PROCUREMENT OF BIOBASED PRODUCTS UNDER SERVICE AND CONSTRUCTION CONTRACTS (SEP 2013)	49
C.6 52.222-41 SERVICE CONTRACT LABOR STANDARDS (MAY 2014)	50
C.7 52.222-55 MINIMUM WAGES UNDER EXECUTIVE ORDER 13658 (DEC 2014)	56
C.8 52.232-40 PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS (DEC 2013).....	60
C.9 VAAR 852.232-72 ELECTRONIC SUBMISSION OF PAYMENT REQUESTS (NOV 2012)	60
SECTION D - CONTRACT DOCUMENTS, EXHIBITS, OR ATTACHMENTS	62
D.1 Wage Determination	62
SECTION E - SOLICITATION PROVISIONS	81
E.1 52.212-2 EVALUATION—COMMERCIAL ITEMS (OCT 2014)	81
E.2 52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS—COMMERCIAL ITEMS (MAR 2015).....	81

SECTION B - CONTINUATION OF SF 1449 BLOCKS

B.1 CONTRACT ADMINISTRATION DATA

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

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

a. CONTRACTOR:

b. GOVERNMENT: Contracting Officer 00256

Department of Veterans Affairs

ATTN: NCO 16 DIV I SER

1011 Honor Heights Drive

Muskogee OK 74401-1318

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

☒ 52.232-34, Payment by Electronic Funds Transfer—Other Than System For Award Management, or

☐ 52.232-36, Payment by Third Party

3. INVOICES: Invoices shall be submitted in arrears:

a. Quarterly ☐

b. Semi-Annually ☐

c. Other ☒ Monthly

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

Department of Veterans Affairs

Financial Services Center

PO Box 149971

Austin TX 78714-9971

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

AMENDMENT NO	DATE

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

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

(End of Clause)

Performance Work Statement

Laundry Equipment Preventive Maintenance

VA Medical Center Oklahoma City, OK.

The contractor shall provide scheduled preventative maintenance (PM) for the below listed Laundry Equipment. The period of service for this requirement will be from date of award to September 30, 2015 with four possible option years (should the government decide to exercise those option years).

Location of performance:

Oklahoma City Veterans Administration Medical Center (OKC VAMC)

921 NE 13th St.

Oklahoma City, OK 73104

1.0 General

- a. Contractor shall perform all preventative maintenance (PM) checks and services according to OEM (Original Equipment Manufacturer) recommendations and at the intervals indicated in Section 3.0 "Equipment Listing" (list of equipment by model and serial number) to include all labor, travel, shipping, replacement parts, and materials required to perform PM checks and services, all included in the total cost of the maintenance service agreement. Contractor will annotate an hourly rate all-inclusive of labor and travel for any repair and/or replacement of parts not deemed routine PM checks and servicing. Those parts will be paid for outside of this Preventive Maintenance contract. All parts will be OEM parts only.
- b. Service calls placed shall be responded to by an OEM factory trained technician, within 4 hours by phone and must be onsite, work started, by the next business day, of the request from the COR (contracting officer representative). Guaranteed up time shall be within 8 hours unless a part is not on hand or has to be ordered, in that situation, contractor will give notification to the COR of ETA of part and estimated up time in writing. Contractor shall only respond to requests for service from VA Medical Center COR or the Contracting Officer. If service is requested from any other source the Contractor is to advise the caller of this requirement and refuse to respond. Any billing resulting from unauthorized service will not be paid by the government.
- c. Preventive Maintenance shall be performed within the guidelines of the original manufactures recommendations for that model and serial number in order to reduce emergency call-ins and/or machine down time.
- d. Contractor shall provide all labor, materials, and equipment necessary for protection of VAMC personnel, furnishings, equipment and buildings from damage, and shall replace or repair any damage due to work performed under this contract equal to its original construction and finish. Contractor must have adequate insurance protection against negligent work and other forms of liability and follow all federal, state, local, and VA Regulations related to this requirement.
- e. The contractor shall have at least 3 years' experience in preventative maintenance of laundry equipment in hospitals and/or businesses of comparable size.
- f. Scheduling Arrangements: Except by special alternative arrangement, scheduled PM will be performed only during VAMC's normal working hours (8:00 a.m. to 4:30 p.m. Monday through

Friday excluding federal holidays). Downtime of laundry machines for PM/Services must be scheduled through the COR at least 2 days in advance. When downtime for service/repairs is needed, notify COR the same day as quick as possible upon observation. Federal holidays consist of New Year's Day, Martin Luther King Jr.'s Birthday, Presidents Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day, and Christmas Day (usually holidays that fall on Saturday are observed on the preceding Friday and holidays that fall on Sunday are observed on the following Monday). In addition to the days designated as holidays, the Government observes any other day designated by Federal Statute, Executive order, or by the President's Proclamation. Any questions pertaining to scheduling will be directed to the COR.

- g. Documentation: Contractor shall provide this VAMC with individual service reports, prior to leaving this station, which describes the maintenance and/or repair services performed on the equipment. All service reports are to be signed by the equipment operator or COR, to validate that the device(s) is functioning correctly. The signed service report is to be delivered to Engineering Maintenance and Operations Section, Room BD-100 or the Boiler Plant if after contract work hours.
- h. Calibration of Contractor's equipment: Upon request, contractor shall provide proof of certification attesting that all gauging and measurement equipment used has been currently calibrated either according to the manufacturer's specifications or a standard traceable to the National Bureau of Standards.
- i. Check in/out procedures: Prior to commencement of and immediately after each service visit, the contractor and/or contractor's authorized repair technician must check in and out with the VAMC Boiler Plant staff. Due to heightened security requirements, the contractor and/or contractor's authorized service representative will be required to wear an ID Badge which will be signed for upon arrival and turned in when leaving. This badge must be turned in before leaving the premises; otherwise the vendor/contractor will be required to pay for the unreturned ID Badge.

2.0 Proper Invoicing and Billing

- a. Invoices submitted for payment of goods and/or services provided under this contract must be submitted within thirty (30) calendar days after the date in which service was performed and contain, as a minimum, the following information:
- b. Name and address of the business concern.
- c. Invoice date.

- d. Purchase Order number (**must have Purchase Order number to ensure prompt payment on all invoices and shipments**) and Contract number.
- e. Description, price, and quantity of supplies and/or services actually delivered or executed.
- f. Any other substantiating documentation or information as required by the contract.

3.0 Equipment Listing

Contractor shall perform all preventative maintenance (PM), maintain, check and calibrate according to OEM (Original Equipment Manufacturer) recommendations and at the intervals indicated below on all equipment.

Laundry Washier (Washer Extractor, 85 LB Washer)

Manufacture: Unimac

Model: MD2UW85P3

Serial #: 000023486

Procedure #: GM-0001

WEEKLY

Blow - out motors

Inspect; cylinder door, belt tension, brake linings; (tighten if necessary)

Check hold down bolts; (tighten if necessary)

MONTHLY

Perform ' Weekly ' Maintenance

Inspect; control actuator, drive motors, zero speed switch belt

Tighten all belts

QUARTERLY

Perform 'Monthly' Maintenance

Inspect; clutch @ gear box, rotor seal, and electrical connections

SEMI-ANNUAL

Perform 'Quarterly' Maintenance

Lubricate; control-drums & brakes

Inspect; starter contacts

ANNUALLY

Perform 'Semi-Annual' Maintenance

Lubricate; wash motor @ motor-end bearing, wash motor/gear reducer

at gear head

Lubricate; doors @ hinge block

LAUNDRY WASHER EXTRACTOR (200 LB WASHERS) A & B

Manufacture: GA BRAUN

Model: 200NMTDP & 200NMTDP2

Serial #: NMTDP20090373 & NMTDP20090372

Procedure: # GM-0002

WEEKLY

Clean air filter

Blow-out motors

Inspect; cylinder door, belt tension, brake linings

MONTHLY

Perform ' Weekly ' Maintenance

Lubricate; cylinder shaft bearing

Inspect; control actuator, drive motors

Inspect; suspension & level unit

Adjust all brakes

Tighten all belts

QUARTERLY

Perform 'Monthly' Maintenance

Inspect; clutch friction shoes, rotor-seal, and electrical connection

SEMI-ANNUAL

Perform 'Quarterly' Maintenance

Lubricate; control drums & brakes (6-points in front/ 1-point in rear)

Inspect; starter contacts; Ref. OM Page 66

ANNUALLY

Perform 'Semi-Annual' Maintenance

Change oil(s); recommend change every 2,000 hrs.

Lubricate; wash motor @ motor-end bearing, wash motor/gear reducer
at gear head

Lubricate; doors @ hinge block

LAUNDRY WASHER EXTRACTOR

Manufacture: GA BRAUN

MODEL # 400NMTDP2 & 800NMTDP4 SERIAL (400 LB.) # NMTDP40090108 & (800LB.) NMTDP80090441

PROCEDURE # GM-0003

WASHER EXTRACTOR (400 LB & 800 LB. WASHERS)

WEEKLY

Clean air filter

Blow-out motors

Inspect; cylinder door, belt tension, brake linings

MONTHLY

Perform 'Weekly' Maintenance

Lubricate; cylinder shaft bearing

Inspect; control actuator, drive motors

Inspect; suspension & level unit

Adjust all brakes

Tighten all belts

QUARTERLY

Perform 'Monthly' Maintenance

Inspect; clutch friction shoes, rotor-seal, and electrical connection

SEMI-ANNUAL

Perform 'Quarterly' Maintenance

Lubricate; control drums & brakes (6-points in front/ 1-point in rear)

Inspect; starter contacts; Ref. OM Page 66

ANNUALLY

Perform 'Semi-Annual' Maintenance

Change oil(s); recommend change every 2,000 hrs.

Lubricate; wash motor @ motor-end bearing, wash motor/gear reducer
at gear head

Lubricate; doors @ hinge block

LAUNDRY GAS DRYER #1

Manufacture: JENSEN

MODEL T443 SERIAL # T4431122260214 PROCEDURE # GM-0005

WEEKLY

Check cooling screens of motors; remove all lint accumulation

Check air lubricator; tension of V-belt drive @ drive motor

Clean combustion compartment/squirrel cage; remove all lint accumulation

MONTHLY

Perform 'Weekly' Maintenance

Check belt tensioning system; check belt tension @ automatic lint collector

Check function of limit switch @ drive motor

Check automatic lint collector's arm for smooth operation

Check function of magnetic switches

Check/Tighten tension cables @ door actuating system

Clean gas blower screens; screens @ cooling grids of electric motors

Check drum rolling performance; adjust thrust-rollers (if necessary)

Check surface of drum friction rollers; remove any dirt or grease

QUARTERLY

Perform 'Monthly' Maintenance

SEMI-ANNUAL

Perform 'Quarterly' Maintenance

ANNUALLY

Perform 'Semi-Annual' Maintenance

Inspect entire vent exhaust system; repair vent leaks, (if any)

LAUNDRY SPREADER FEEDER

Manufacture: CHICAGO Ironer

MODEL # King Edge SERIAL #53109 PROCEDURE # GM-0006

WEEKLY

Lubricate upper spreader rail

Clean sensors

Check for string accumulation

Check the clutch brake roller alignment

Check ribbon condition

Check air filter/regulator/drain

MONTHLY

Perform ' Weekly ' Maintenance

Check set screws

Check spreader belt condition

Inspect Drive belt condition

Check spreader clamp linear bearing assembly operation

QUARTERLY

Perform ' Weekly ' Maintenance

Lubricate upper spreader rail

Clean sensors

Check ribbon condition

SEMI-ANNUAL

Perform Monthly Maintenance

ANNUALLY

Perform 'Semi-Annual' Maintenance

Clean air filter/regulator/drain

Lubricate bearings (if needed)

Lubricate lower delivery drive chain

Replace rod less air cylinder bearings

LAUNDRY GARMENT FINISHER

Manufacture: COLMAC

WEEKLY

Inspect blower wheels; clean air filter; blower motors

Clean bottom of steam chamber @ drip pan

Lubricate conveyor chain; blower bearings @ blower motor

Inspect; cylinder door, belt tension, brake linings

MONTHLY

Perform 'Weekly' Maintenance

Inspect/vacuum gas burner system; and burn chamber

Lubricate cylinder shaft bearing, lubricate blower bearings

& exhaust blower bearings, do not over grease

Inspect; control actuator, drive motors, zero-speed switch belt

Inspect; suspension & level unit

Tighten all belts

QUARTERLY

Perform 'Monthly' Maintenance

Lubricate double-shield ball bearing @ blower motor(s)

Inspect; clutch @ gear-box; rotor-seal, and electrical connections

SEMI-ANNUAL

Perform 'Quarterly' Maintenance

Clean/lubricate conveyor chain; check oil level in conveyor gear-box

Lubricate blower motor (do not over grease)

Clean/blow-down exhaust steam coil

Change oil @ gear reduction unit (Recommend 80/90W oil)

ANNUALLY

Perform 'Semi-Annual' Maintenance

Lubricate sleeve bearing motor; (exhaust & recalculation motor(s))

Lubricate; doors @ hinge block

LAUNDRY IRONER

Manufacture: CHICAGO

MODEL # CENT II 53STCC SERIAL #5331 PROCEDURE # GM-0009

WEEKLY

Clean electric power box cooling fan filter

Check feed Ribbon Tension and condition

Clean roll pad and roll shafts

Inspect air filter/regulator/drain

Clean inside End frames and Electrical boxes

Check drive motor fan operation

Clean Ironing Chest

MONTHLY

Perform ' Weekly ' Maintenance

Check setscrews

Grease feed roll and Pivot bearings

Check exhaust blower system

Check feed ribbon guide finger position

Change guide tape position

Check chest and gap pieces for scratches

Check Compressed Air system pressure

Check inverter cooling fans operation

Check steam system

Check ironing roll diameter

Check roll to chest pressure

Check roll padding air permeability

QUARTERLY

Perform 'Monthly' Maintenance

Clean Canopies

Clean air filter/regulator/auto drain

Check steam trap temperature

SEMI-ANNUAL

Perform 'Monthly' Maintenance

Clean Canopies

Clean air filter/regulator/auto drain

Check steam trap temperature

ANNUAL

Perform 'Semi-Annual' Maintenance

Clean exhaust blower, fan and housing

Check temperature sensors

Check electrical connections

Check insulation resistance to earth ground

LAUNDRY GAS DRYER #2

Manufacture: JENSEN

MODEL # T44311 SERIAL #T44322591014 PROCEDURE # GM-OO10

WEEKLY

Check cooling screens of motors; remove all lint accumulation

Check air lubricator; tension of V-belt drive @ drive motor

Clean combustion compartment/squirrel cage; remove all lint accumulation

MONTHLY

Perform ' Weekly ' Maintenance

Check / Top-off oil level @ slip-on gear box

Lubricate drive chain @ automatic lint collector; Check chain tensioning

Check function of limit switch @ drive motor

Check automatic lint collector's arm for smooth operation

Check function of magnetic switches

Check/Tighten tension cables @ door actuating system

Clean gas blower screens; screens @ cooling grids of electric motors

Check drum rolling performance; adjust thrust-rollers (if necessary)

Check surface of drum friction rollers; remove any dirt or grease

QUARTERLY

Perform 'Monthly' Maintenance

SEMI-ANNUAL

Perform 'Quarterly' Maintenance

ANNUALLY

Perform 'Semi-Annual' Maintenance

Change oils(s); recommend change every 2,000 hours

Inspect entire vent exhaust system; repair vent leaks, (if any)

SMALL PIECE FOLDER

Manufacture: GA BRAUN

Model # SPFRF Serial #SPF9113154B PROCEDURE #GM-0016

WEEKLY

Clean sensors

Check the clutch brake roller alignment

Check ribbon condition and tension

Check air filter/regulator

MONTHLY

Perform ' Weekly ' Maintenance

Check set screws

Inspect Drive belt condition

Lubricate Bearings

Check tamp/flip table air cylinder lubricator oil level

Check 2nd cross-fold air cylinder (SP4 Cross-fold only)

QUARTERLY

Perform Monthly Maintenance

Inspect individual components including chains and

belts for wear, damage, or aging

Clean all necessary components

Oil rod ends, air cylinder pivots, air cylinder shaft and chain

Check conveyor belts for proper alignment and tension

Make any necessary adjustments

SEMI-ANNUAL

Perform 'QUARTERLY' Maintenance

Clean air filter/regulator/auto drain

Lubricate bearings (if needed)

Lubricate drive chain

(page intentionally left blank)

B.3 Price/Cost Schedule

Item Information

ITEM NUMBER	DESCRIPTION OF SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	Laundry Preventative Maintenance services, IWA PWS, on LAUNDRY UNIMAC WASHER (Washer Extractor, 85LB Washer) MODEL # MD2UW85P3 SERIAL# 000023486 PROCEDURE # GM-0001 Contract Period: Base POP Begin: 08-01-2015 POP End: 09-30-2015	2.00	MO		
0002	Laundry Preventative Maintenance services, IWA PWS, on LAUNDRY WASHER EXTRACTOR (200 LB Washer) MODEL # 200NMTDP SERIAL# NMTDP20090373 PROCEDURE # GM-0002 Contract Period: Base POP Begin: 08-01-2015 POP End: 09-30-2015	2.00	MO		
0003	Laundry Preventative Maintenance services, IWA PWS, on LAUNDRY WASHER EXTRACTOR (200 LB Washer) MODEL # 200NMTDP2 SERIAL# NMTDP20090372 PROCEDURE # GM-0002 Contract Period: Base POP Begin: 08-01-2015	2.00	MO		

POP End: 09-30-2015					
0004	Laundry Preventative Maintenance services, IWA PWS, on LAUNDRY WASHER EXTRACTOR (400 LB Washer) MODEL # 400NMTDP2 SERIAL# NMTDP40090108 PROCEDURE # GM-0003 Contract Period: Base POP Begin: 08-01-2015 POP End: 09-30-2015	2.00	MO	_____	_____
				—	—
0005	Laundry Preventative Maintenance services, IWA PWS, on LAUNDRY WASHER EXTRACTOR (800 LB Washer) MODEL # 800NMTDP4 SERIAL# NMTDP80090441 PROCEDURE # GM-0003 Contract Period: Base POP Begin: 08-01-2015 POP End: 09-30-2015	2.00	MO	_____	_____
				—	—
0006	Laundry Preventative Maintenance services, IWA PWS, on LAUNDRY GAS DRYER (Jensen Gas Dryer) MODEL# T443 SERIAL# T4431122260214 PROCEDURE # GM-0005 Contract Period: Base POP Begin: 08-01-2015 POP End: 09-30-2015	2.00	MO	_____	_____
				—	—
0007	Laundry Preventative Maintenance services, IWA PWS, on	2.00	MO	_____	_____
				—	—

	LAUNDRY SPREADER FEEDER (Chicago Spreader Feeder) MODEL# King Edge SERIAL# 53109 PROCEDURE # GM- 0006 Contract Period: Base POP Begin: 08-01- 2015 POP End: 09-30-2015				
0008	Laundry Preventative Maintenance services, IWA PWS, on LAUNDRY GARMENT FINISHER (Colmac Gas Dryer) MODEL# WL10GSL SERIAL# 020290WL96 PROCEDURE # GM- 0007 Contract Period: Base POP Begin: 08-01- 2015 POP End: 09-30-2015	2.00	MO		
0009	Laundry Preventative Maintenance services, IWA PWS, on LAUNDRY IRONER (Chicago Ironer) MODEL# CENT II 53STCC SERIAL# 5331 PROCEDURE # GM- 0009 Contract Period: Base POP Begin: 08-01- 2015 POP End: 09-30-2015	2.00	MO		
0010	Laundry Preventative Maintenance services, IWA PWS, on LAUNDRY GAS DRYER (Jensen Gas Dryer) MODEL# T44311 SERIAL# T44322591014	2.00	MO		

	PROCEDURE # GM-0010 Contract Period: Base POP Begin: 08-01-2015 POP End: 09-30-2015				
0011	Laundry Preventative Maintenance services, IWA PWS, on LAUNDRY SMALL PIECE FOLDER MODEL# SPFRF SERIAL# SPF9113154B PROCEDURE # GM-0016 Contract Period: Base POP Begin: 08-01-2015 POP End: 09-30-2015	2.00	MO	_____	_____
0012	Service call cost to include labor, travel, and shipping of parts that are not covered within this Preventative Maintenance/Service contract. Contract Period: Base POP Begin: 08-01-2015 POP End: 09-30-2015	16.00	HR	_____	_____
1001	Laundry Preventative Maintenance services, IWA PWS, on LAUNDRY UNIMAC WASHER (Washer Extractor, 85LB Washer) MODEL # MD2UW85P3 SERIAL# 000023486 PROCEDURE # GM-0001 Contract Period: Option 1 POP Begin: 10-01-2015 POP End: 09-30-2016	12.00	MO	_____	_____
1002	Laundry Preventative	12.00	MO	_____	_____

	Maintenance services, IWA PWS, on LAUNDRY WASHER EXTRACTOR (200 LB Washer) MODEL # 200NMTDP SERIAL# NMTDP20090373 PROCEDURE # GM- 0002 Contract Period: Option 1 POP Begin: 10-01- 2015 POP End: 09-30-2016			—	—
1003	Laundry Preventative Maintenance services, IWA PWS, on LAUNDRY WASHER EXTRACTOR (200 LB Washer) MODEL # 200NMTDP2 SERIAL# NMTDP20090372 PROCEDURE # GM- 0002 Contract Period: Option 1 POP Begin: 10-01- 2015 POP End: 09-30-2016	12.00	MO	—	—
1004	Laundry Preventative Maintenance services, IWA PWS, on LAUNDRY WASHER EXTRACTOR (400 LB Washer) MODEL # 400NMTDP2 SERIAL# NMTDP40090108 PROCEDURE # GM- 0003 Contract Period: Option 1 POP Begin: 10-01- 2015 POP End: 09-30-2016	12.00	MO	—	—
1005	Laundry Preventative Maintenance services, IWA PWS, on	12.00	MO	—	—

	LAUNDRY WASHER EXTRACTOR (800 LB Washer) MODEL # 800NMTDP4 SERIAL# NMTDP80090441 PROCEDURE # GM- 0003 Contract Period: Option 1 POP Begin: 10-01- 2015 POP End: 09-30-2016				
1006	Laundry Preventative Maintenance services, IWA PWS, on LAUNDRY GAS DRYER (Jensen Gas Dryer) MODEL# T443 SERIAL# T4431122260214 PROCEDURE # GM- 0005 Contract Period: Option 1 POP Begin: 10-01- 2015 POP End: 09-30-2016	12.00	MO		
1007	Laundry Preventative Maintenance services, IWA PWS, on LAUNDRY SPREADER FEEDER (Chicago Spreader Feeder) MODEL# King Edge SERIAL# 53109 PROCEDURE # GM- 0006 Contract Period: Option 1 POP Begin: 10-01- 2015 POP End: 09-30-2016	12.00	MO		
1008	Laundry Preventative Maintenance services, IWA PWS, on LAUNDRY GARMENT	12.00	MO		

	FINISHER (Colmac Gas Dryer) MODEL# WL10GSL SERIAL# 020290WL96 PROCEDURE # GM- 0007 Contract Period: Option 1 POP Begin: 10-01- 2015 POP End: 09-30-2016				
1009	Laundry Preventative Maintenance services, IWA PWS, on LAUNDRY IRONER (Chicago Ironer) MODEL# CENT II 53STCC SERIAL# 5331 PROCEDURE # GM- 0009 Contract Period: Option 1 POP Begin: 10-01- 2015 POP End: 09-30-2016	12.00	MO		
1010	Laundry Preventative Maintenance services, IWA PWS, on LAUNDRY GAS DRYER (Jensen Gas Dryer) MODEL# T44311 SERIAL# T44322591014 PROCEDURE # GM- 0010 Contract Period: Option 1 POP Begin: 10-01- 2015 POP End: 09-30-2016	12.00	MO		
1011	Laundry Preventative Maintenance services, IWA PWS, on LAUNDRY SMALL PIECE FOLDER MODEL# SPFRF SERIAL# SPF9113154B	12.00	MO		

	PROCEDURE # GM-0016 Contract Period: Option 1 POP Begin: 10-01-2015 POP End: 09-30-2016				
1012	Service call cost to include labor, travel, and shipping of parts that are not covered within this Preventative Maintenance/Service contract. Contract Period: Option 1 POP Begin: 10-01-2015 POP End: 09-30-2016	96.00	HR	_____	_____
				—	—
2001	Laundry Preventative Maintenance services, IWA PWS, on LAUNDRY UNIMAC WASHER (Washer Extractor, 85LB Washer) MODEL # MD2UW85P3 SERIAL# 000023486 PROCEDURE # GM-0001 Contract Period: Option 2 POP Begin: 10-01-2016 POP End: 09-30-2017	12.00	MO	_____	_____
				—	—
2002	Laundry Preventative Maintenance services, IWA PWS, on LAUNDRY WASHER EXTRACTOR (200 LB Washer) MODEL # 200NMTDP SERIAL# NMTDP20090373 PROCEDURE # GM-0002 Contract Period: Option 2 POP Begin: 10-01-	12.00	MO	_____	_____
				—	—

2016 POP End: 09-30-2017					
2003	Laundry Preventative Maintenance services, IWA PWS, on LAUNDRY WASHER EXTRACTOR (200 LB Washer) MODEL # 200NMTDP2 SERIAL# NMTDP20090372 PROCEDURE # GM-0002 Contract Period: Option 2 POP Begin: 10-01-2016 POP End: 09-30-2017	12.00	MO	_____	_____
				—	—
2004	Laundry Preventative Maintenance services, IWA PWS, on LAUNDRY WASHER EXTRACTOR (400 LB Washer) MODEL # 400NMTDP2 SERIAL# NMTDP40090108 PROCEDURE # GM-0003 Contract Period: Option 2 POP Begin: 10-01-2016 POP End: 09-30-2017	12.00	MO	_____	_____
				—	—
2005	Laundry Preventative Maintenance services, IWA PWS, on LAUNDRY WASHER EXTRACTOR (800 LB Washer) MODEL # 800NMTDP4 SERIAL# NMTDP80090441 PROCEDURE # GM-0003 Contract Period: Option 2 POP Begin: 10-01-2016 POP End: 09-30-2017	12.00	MO	_____	_____
				—	—

2006	Laundry Preventative Maintenance services, IWA PWS, on LAUNDRY GAS DRYER (Jensen Gas Dryer) MODEL# T443 SERIAL# T4431122260214 PROCEDURE # GM-0005 Contract Period: Option 2 POP Begin: 10-01-2016 POP End: 09-30-2017	12.00	MO	_____	_____
2007	Laundry Preventative Maintenance services, IWA PWS, on LAUNDRY SPREADER FEEDER (Chicago Spreader Feeder) MODEL# King Edge SERIAL# 53109 PROCEDURE # GM-0006 Contract Period: Option 2 POP Begin: 10-01-2016 POP End: 09-30-2017	12.00	MO	_____	_____
2008	Laundry Preventative Maintenance services, IWA PWS, on LAUNDRY GARMENT FINISHER (Colmac Gas Dryer) MODEL# WL10GSL SERIAL# 020290WL96 PROCEDURE # GM-0007 Contract Period: Option 2 POP Begin: 10-01-2016 POP End: 09-30-2017	12.00	MO	_____	_____
2009	Laundry Preventative	12.00	MO	_____	_____

	Maintenance services, IWA PWS, on LAUNDRY IRONER (Chicago Ironer) MODEL# CENT II 53STCC SERIAL# 5331 PROCEDURE # GM- 0009 Contract Period: Option 2 POP Begin: 10-01- 2016 POP End: 09-30-2017			—	—
2010	Laundry Preventative Maintenance services, IWA PWS, on LAUNDRY GAS DRYER (Jensen Gas Dryer) MODEL# T44311 SERIAL# T44322591014 PROCEDURE # GM- 0010 Contract Period: Option 2 POP Begin: 10-01- 2016 POP End: 09-30-2017	12.00	MO	—	—
2011	Laundry Preventative Maintenance services, IWA PWS, on LAUNDRY SMALL PIECE FOLDER MODEL# SPFRF SERIAL# SPF9113154B PROCEDURE # GM- 0016 Contract Period: Option 2 POP Begin: 10-01- 2016 POP End: 09-30-2017	12.00	MO	—	—
2012	Service call cost to include labor, travel, and shipping of parts that are not covered within this	96.00	HR	—	—

	Preventative Maintenance/Service contract. Contract Period: Option 2 POP Begin: 10-01- 2016 POP End: 09-30-2017				
3001	Laundry Preventative Maintenance services, IWA PWS, on LAUNDRY UNIMAC WASHER (Washer Extractor, 85LB Washer) MODEL # MD2UW85P3 SERIAL# 000023486 PROCEDURE # GM- 0001 Contract Period: Option 3 POP Begin: 10-01- 2017 POP End: 09-30-2018	12.00	MO	_____	_____
				—	—
3002	Laundry Preventative Maintenance services, IWA PWS, on LAUNDRY WASHER EXTRACTOR (200 LB Washer) MODEL # 200NMTDP SERIAL# NMTDP20090373 PROCEDURE # GM- 0002 Contract Period: Option 3 POP Begin: 10-01- 2017 POP End: 09-30-2018	12.00	MO	_____	_____
				—	—
3003	Laundry Preventative Maintenance services, IWA PWS, on LAUNDRY WASHER EXTRACTOR (200 LB Washer) MODEL # 200NMTDP2 SERIAL# NMTDP20090372 PROCEDURE # GM-	12.00	MO	_____	_____
				—	—

	0002 Contract Period: Option 3 POP Begin: 10-01- 2017 POP End: 09-30-2018				
3004	Laundry Preventative Maintenance services, IWA PWS, on LAUNDRY WASHER EXTRACTOR (400 LB Washer) MODEL # 400NMTDP2 SERIAL# NMTDP40090108 PROCEDURE # GM- 0003 Contract Period: Option 3 POP Begin: 10-01- 2017 POP End: 09-30-2018	12.00	MO	_____	_____
				—	—
3005	Laundry Preventative Maintenance services, IWA PWS, on LAUNDRY WASHER EXTRACTOR (800 LB Washer) MODEL # 800NMTDP4 SERIAL# NMTDP80090441 PROCEDURE # GM- 0003 Contract Period: Option 3 POP Begin: 10-01- 2017 POP End: 09-30-2018	12.00	MO	_____	_____
				—	—
3006	Laundry Preventative Maintenance services, IWA PWS, on LAUNDRY GAS DRYER (Jensen Gas Dryer) MODEL# T443 SERIAL# T4431122260214 PROCEDURE # GM- 0005 Contract Period:	12.00	MO	_____	_____
				—	—

Option 3 POP Begin: 10-01-2017 POP End: 09-30-2018					
3007	Laundry Preventative Maintenance services, IWA PWS, on LAUNDRY SPREADER FEEDER (Chicago Spreader Feeder) MODEL# King Edge SERIAL# 53109 PROCEDURE # GM-0006 Contract Period: Option 3 POP Begin: 10-01-2017 POP End: 09-30-2018	12.00	MO	_____	_____
3008	Laundry Preventative Maintenance services, IWA PWS, on LAUNDRY GARMENT FINISHER (Colmac Gas Dryer) MODEL# WL10GSL SERIAL# 020290WL96 PROCEDURE # GM-0007 Contract Period: Option 3 POP Begin: 10-01-2017 POP End: 09-30-2018	12.00	MO	_____	_____
3009	Laundry Preventative Maintenance services, IWA PWS, on LAUNDRY IRONER (Chicago Ironer) MODEL# CENT II 53STCC SERIAL# 5331 PROCEDURE # GM-0009 Contract Period: Option 3 POP Begin: 10-01-2017	12.00	MO	_____	_____

POP End: 09-30-2018					
3010	Laundry Preventative Maintenance services, IWA PWS, on LAUNDRY GAS DRYER (Jensen Gas Dryer) MODEL# T44311 SERIAL# T44322591014 PROCEDURE # GM-0010 Contract Period: Option 3 POP Begin: 10-01-2017 POP End: 09-30-2018	12.00	MO	_____	_____
				—	—
3011	Laundry Preventative Maintenance services, IWA PWS, on LAUNDRY SMALL PIECE FOLDER MODEL# SPFRF SERIAL# SPF9113154B PROCEDURE # GM-0016 Contract Period: Option 3 POP Begin: 10-01-2017 POP End: 09-30-2018	12.00	MO	_____	_____
				—	—
3012	Service call cost to include labor, travel, and shipping of parts that are not covered within this Preventative Maintenance/Service contract. Contract Period: Option 3 POP Begin: 10-01-2017 POP End: 09-30-2018	96.00	HR	_____	_____
				—	—
4001	Laundry Preventative Maintenance services, IWA PWS, on LAUNDRY UNIMAC	12.00	MO	_____	_____
				—	—

	<p>WASHER (Washer Extractor, 85LB Washer) MODEL # MD2UW85P3 SERIAL# 000023486 PROCEDURE # GM- 0001 Contract Period: Option 4 POP Begin: 10-01- 2018 POP End: 09-30-2019</p>				
4002	<p>Laundry Preventative Maintenance services, IWA PWS, on LAUNDRY WASHER EXTRACTOR (200 LB Washer) MODEL # 200NMTDP SERIAL# NMTDP20090373 PROCEDURE # GM- 0002 Contract Period: Option 4 POP Begin: 10-01- 2018 POP End: 09-30-2019</p>	12.00	MO	_____	_____
				—	—
4003	<p>Laundry Preventative Maintenance services, IWA PWS, on LAUNDRY WASHER EXTRACTOR (200 LB Washer) MODEL # 200NMTDP2 SERIAL# NMTDP20090372 PROCEDURE # GM- 0002 Contract Period: Option 4 POP Begin: 10-01- 2018 POP End: 09-30-2019</p>	12.00	MO	_____	_____
				—	—
4004	<p>Laundry Preventative Maintenance services, IWA PWS, on LAUNDRY WASHER EXTRACTOR (400 LB Washer) MODEL</p>	12.00	MO	_____	_____
				—	—

	# 400NMTDP2 SERIAL# NMTDP40090108 PROCEDURE # GM-0003 Contract Period: Option 4 POP Begin: 10-01-2018 POP End: 09-30-2019				
4005	Laundry Preventative Maintenance services, IWA PWS, on LAUNDRY WASHER EXTRACTOR (800 LB Washer) MODEL # 800NMTDP4 SERIAL# NMTDP80090441 PROCEDURE # GM-0003 Contract Period: Option 4 POP Begin: 10-01-2018 POP End: 09-30-2019	12.00	MO		
4006	Laundry Preventative Maintenance services, IWA PWS, on LAUNDRY GAS DRYER (Jensen Gas Dryer) MODEL# T443 SERIAL# T4431122260214 PROCEDURE # GM-0005 Contract Period: Option 4 POP Begin: 10-01-2018 POP End: 09-30-2019	12.00	MO		
4007	Laundry Preventative Maintenance services, IWA PWS, on LAUNDRY SPREADER FEEDER (Chicago Spreader Feeder) MODEL# King Edge SERIAL#	12.00	MO		

	53109 PROCEDURE # GM-0006 Contract Period: Option 4 POP Begin: 10-01-2018 POP End: 09-30-2019				
4008	Laundry Preventative Maintenance services, IWA PWS, on LAUNDRY GARMENT FINISHER (Colmac Gas Dryer) MODEL# WL10GSL SERIAL# 020290WL96 PROCEDURE # GM-0007 Contract Period: Option 4 POP Begin: 10-01-2018 POP End: 09-30-2019	12.00	MO	_____	_____
				—	—
4009	Laundry Preventative Maintenance services, IWA PWS, on LAUNDRY IRONER (Chicago Ironer) MODEL# CENT II 53STCC SERIAL# 5331 PROCEDURE # GM-0009 Contract Period: Option 4 POP Begin: 10-01-2018 POP End: 09-30-2019	12.00	MO	_____	_____
				—	—
4010	Laundry Preventative Maintenance services, IWA PWS, on LAUNDRY GAS DRYER (Jensen Gas Dryer) MODEL# T44311 SERIAL# T44322591014 PROCEDURE # GM-0010	12.00	MO	_____	_____
				—	—

Contract Period: Option 4 POP Begin: 10-01-2018 POP End: 09-30-2019				
4011	Laundry Preventative Maintenance services, IWA PWS, on LAUNDRY SMALL PIECE FOLDER MODEL# SPFRF SERIAL# SPF9113154B PROCEDURE # GM-0016 Contract Period: Option 4 POP Begin: 10-01-2018 POP End: 09-30-2019	12.00	MO	_____

4012	Service call cost to include labor, travel, and shipping of parts that are not covered within this Preventative Maintenance/Service contract. Contract Period: Option 4 POP Begin: 10-01-2018 POP End: 09-30-2019	96.00	HR	_____

GRAND TOTAL				_____

SECTION C - CONTRACT CLAUSES

C.1 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS—COMMERCIAL ITEMS (MAY 2015)

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

- (1) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (Dec 2014)
- (2) 52.233-3, Protest After Award (Aug 1996) (31 U.S.C. 3553).
- (3) 52.233-4, Applicable Law for Breach of Contract Claim (Oct 2004) (Public Laws 108-77 and 108-78 (19 U.S.C. 3805 note)).

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

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

☐ (2) 52.203-13, Contractor Code of Business Ethics and Conduct (APR 2010)(41 U.S.C. 3509).

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

☒ (4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (Jul 2013) (Pub. L. 109-282) (31 U.S.C. 6101 note).

☐ (5) [Reserved]

☐ (6) 52.204-14, Service Contract Reporting Requirements (JAN 2014) (Pub. L. 111-117, section 743 of Div. C).

☐ (7) 52.204-15, Service Contract Reporting Requirements for Indefinite-Delivery Contracts (JAN 2014) (Pub. L. 111-117, section 743 of Div. C).

☒ (8) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (Aug 2013) (31 U.S.C. 6101 note).

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

☐ (10) [Reserved]

- ☐ (11)(i) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (NOV 2011) (15 U.S.C. 657a).
- ☐ (ii) Alternate I (NOV 2011) of 52.219-3.
- ☐ (12)(i) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (OCT 2014) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).
- ☐ (ii) Alternate I (JAN 2011) of 52.219-4.
- ☐ (13) [Reserved]
- ☐ (14)(i) 52.219-6, Notice of Total Small Business Set-Aside (NOV 2011) (15 U.S.C. 644).
- ☐ (ii) Alternate I (NOV 2011).
- ☐ (iii) Alternate II (NOV 2011).
- ☐ (15)(i) 52.219-7, Notice of Partial Small Business Set-Aside (June 2003) (15 U.S.C. 644).
- ☐ (ii) Alternate I (Oct 1995) of 52.219-7.
- ☐ (iii) Alternate II (Mar 2004) of 52.219-7.
- ☒ (16) 52.219-8, Utilization of Small Business Concerns (OCT 2014) (15 U.S.C. 637(d)(2) and (3)).
- ☐ (17)(i) 52.219-9, Small Business Subcontracting Plan (OCT 2014) (15 U.S.C. 637(d)(4)).
- ☐ (ii) Alternate I (Oct 2001) of 52.219-9.
- ☐ (iii) Alternate II (Oct 2001) of 52.219-9.
- ☐ (iv) Alternate III (OCT 2014) of 52.219-9.
- ☐ (18) 52.219-13, Notice of Set-Aside of Orders (NOV 2011) (15 U.S.C. 644(r)).
- ☐ (19) 52.219-14, Limitations on Subcontracting (NOV 2011) (15 U.S.C. 637(a)(14)).
- ☐ (20) 52.219-16, Liquidated Damages—Subcontracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).
- ☐ (21) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (NOV 2011) (15 U.S.C. 657f).
- ☒ (22) 52.219-28, Post Award Small Business Program Rerepresentation (Jul 2013) (15 U.S.C. 632(a)(2)).
- ☐ (23) 52.219-29, Notice of Set-Aside for Economically Disadvantaged Women-Owned Small Business (EDWOSB) Concerns (Jul 2013) (15 U.S.C. 637(m)).
- ☐ (24) 52.219-30, Notice of Set-Aside for Women-Owned Small Business (WOSB) Concerns Eligible Under the WOSB Program (Jul 2013) (15 U.S.C. 637(m)).
- ☒ (25) 52.222-3, Convict Labor (June 2003) (E.O. 11755).

☐ (26) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (JAN 2014) (E.O. 13126).

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

☒ (28) 52.222-26, Equal Opportunity (APR 2015) (E.O. 11246).

☒ (29) 52.222-35, Equal Opportunity for Veterans (JUL 2014) (38 U.S.C. 4212).

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

☒ (31) 52.222-37, Employment Reports on Veterans (JUL 2014) (38 U.S.C. 4212).

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

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

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

☒ (34) 52.222-54, Employment Eligibility Verification (AUG 2013). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)

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

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

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

☐ (ii) Alternate I (JUN 2014) of 52.223-13.

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

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

☐ (38) 52.223-15, Energy Efficiency in Energy-Consuming Products (DEC 2007)(42 U.S.C. 8259b).

☐ (39)(i) 52.223-16, Acquisition of EPEAT®-Registered Personal Computer Products (JUN 2014) (E.O.s 13423 and 13514).

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

☒ (40) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (AUG 2011)

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

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

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

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

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

☐ (43) 52.225-5, Trade Agreements (NOV 2013) (19 U.S.C. 2501, *et seq.*, 19 U.S.C. 3301 note).

☒ (44) 52.225-13, Restrictions on Certain Foreign Purchases (JUN 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

☐ (45) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Jul 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

☐ (46) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).

☐ (47) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).

☐ (48) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

☐ (49) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

☐ (50) 52.232-33, Payment by Electronic Funds Transfer—System for Award Management (Jul 2013) (31 U.S.C. 3332).

☒ (51) 52.232-34, Payment by Electronic Funds Transfer—Other than System for Award Management (Jul 2013) (31 U.S.C. 3332).

☐ (52) 52.232-36, Payment by Third Party (MAY 2014) (31 U.S.C. 3332).

☐ (53) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

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

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

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

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

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

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

Employee Class

Monetary Wage-Fringe Benefits

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

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

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

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

[X] (8) 52.222-55, Minimum Wages Under Executive Order 13658 (DEC 2014) (Executive Order 13658).

[] (9) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (MAY 2014) (42 U.S.C. 1792).

[] (10) 52.237-11, Accepting and Dispensing of \$1 Coin (SEP 2008) (31 U.S.C. 5112(p)(1)).

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

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

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

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

(e)(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1) in a

subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause—

- (i) 52.203-13, Contractor Code of Business Ethics and Conduct (APR 2010) (41 U.S.C. 3509).
- (ii) 52.219-8, Utilization of Small Business Concerns (OCT 2014) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$650,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.
- (iii) 52.222-17, Non-Displacement of Qualified Workers (MAY 2014) (E.O. 13495). Flow down required in accordance with paragraph (l) of FAR clause 52.222-17.
- (iv) 52.222-21, Prohibition of Segregated Facilities (APR 2015).
- (v) 52.222-26, Equal Opportunity (APR 2015) (E.O. 11246).
- (vi) 52.222-35, Equal Opportunity for Veterans (JUL 2014) (38 U.S.C. 4212).
- (vii) 52.222-36, Equal Opportunity for Workers with Disabilities (JUL 2014) (29 U.S.C. 793).
- (viii) 52.222-37, Employment Reports on Veterans (JUL 2014) (38 U.S.C. 4212).
- (ix) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.
- (x) 52.222-41, Service Contract Labor Standards (MAY 2014) (41 U.S.C. chapter 67).
- (xi)(A) 52.222-50, Combating Trafficking in Persons (MAR 2015) (22 U.S.C. chapter 78 and E.O. 13627).
- (B) Alternate I (MAR 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).
- (xii) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment—Requirements (MAY 2014) (41 U.S.C. chapter 67).
- (xiii) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services—Requirements (MAY 2014) (41 U.S.C. chapter 67).
- (xiv) 52.222-54, Employment Eligibility Verification (AUG 2013).
- (xv) 52.222-55, Minimum Wages Under Executive Order 13658 (DEC 2014) (E.O. 13658).
- (xvi) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Jul 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).
- (xvii) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (MAY 2014) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

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

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

(End of Clause)

C.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 56 months: (2 month Base Yr, 4 Option years, 6 month ext).

(End of Clause)

C.4 52.219-6 NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE (NOV 2011) ALTERNATE II (NOV 2011)

(a) *Definition.* "Small business concern," as used in this clause, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the size standards in this solicitation.

(b) *Applicability.* This clause applies only to—

(1) Contracts that have been totally set aside or reserved for small business concerns; and

(2) Orders set aside for small business concerns under multiple-award contracts as described in 8.405-5 and 16.505(b)(2)(i)(F).

(c) *General.*

(1) Offers are solicited only from small business concerns and Federal Prison Industries, Inc. (FPI). Offers received from concerns that are not small business concerns or FPI shall be considered nonresponsive and will be rejected.

(2) Any award resulting from this solicitation will be made to either a small business concern or FPI.

(d) *Agreement.* A small business concern submitting an offer in its own name shall furnish, in performing the contract, only end items manufactured or produced by small business concerns in the United States or its outlying areas. If this procurement is processed under simplified acquisition procedures and the total amount of this contract does not exceed \$25,000, a small business concern may furnish the product of any domestic firm. This paragraph does not apply to construction or service contracts.

(End of Clause)

C.5 52.223-2 AFFIRMATIVE PROCUREMENT OF BIOBASED PRODUCTS UNDER SERVICE AND CONSTRUCTION CONTRACTS (SEP 2013)

(a) In the performance of this contract, the contractor shall make maximum use of biobased products that are United States Department of Agriculture (USDA)-designated items unless—

(1) The product cannot be acquired—

(i) Competitively within a time frame providing for compliance with the contract performance schedule;

(ii) Meeting contract performance requirements; or

(iii) At a reasonable price.

(2) The product is to be used in an application covered by a USDA categorical exemption (see 7 CFR 3201.3(e)). For example, all USDA-designated items are exempt from the preferred procurement requirement for the following:

(i) Spacecraft system and launch support equipment.

(ii) Military equipment, i.e., a product or system designed or procured for combat or combat-related missions.

(b) Information about this requirement and these products is available at <http://www.biopreferred.gov>.

(c) In the performance of this contract, the Contractor shall—

(1) Report to <http://www.sam.gov>, with a copy to the Contracting Officer, on the product types and dollar value of any USDA-designated bio-based products purchased by the Contractor during the previous Government fiscal year, between October 1 and September 30; and

(2) Submit this report no later than—

(i) October 31 of each year during contract performance; and

(ii) At the end of contract performance.

(End of Clause)

C.6 52.222-41 SERVICE CONTRACT LABOR STANDARDS (MAY 2014)

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

"Contractor" when this clause is used in any subcontract, shall be deemed to refer to the subcontractor, except in the term "Government Prime Contractor."

"Service employee," means any person engaged in the performance of this contract other than any person employed in a bona fide executive, administrative, or professional capacity, as these terms are defined in Part 541 of Title 29, *Code of Federal Regulations*, as revised. It includes all such persons regardless of any contractual relationship that may be alleged to exist between a Contractor or subcontractor and such persons.

(b) *Applicability.* This contract is subject to the following provisions and to all other applicable provisions of 41 U.S.C. chapter 67, Service Contract Labor Standards, and regulations of the Secretary of Labor (29 CFR Part 4). This clause does not apply to contracts or subcontracts administratively exempted by the Secretary of Labor or exempted by 41 U.S.C. 6702, as interpreted in Subpart C of 29 CFR Part 4.

(c) *Compensation.*

(1) Each service employee employed in the performance of this contract by the Contractor or any subcontractor shall be paid not less than the minimum monetary wages and shall be furnished fringe benefits in accordance with the wages and fringe benefits determined by the Secretary of Labor, or authorized representative, as specified in any wage determination attached to this contract.

(2)(i) If a wage determination is attached to this contract, the Contractor shall classify any class of service employee which is not listed therein 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) so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed class of employees shall be paid the monetary wages and furnished the fringe benefits as are determined pursuant to the procedures in this paragraph (c).

(ii) This conforming procedure shall be initiated by the Contractor prior to the performance of contract work by the unlisted class of employee. The Contractor shall submit Standard Form (SF) 1444, Request for Authorization of Additional Classification and Rate, to the Contracting Officer no later than 30 days after the unlisted class of employee performs any contract work. The Contracting Officer shall review the proposed classification and rate and promptly submit the completed SF 1444 (which must include information regarding the agreement or disagreement of the employees' authorized representatives or the employees themselves together with the agency recommendation), and all pertinent information to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor. The Wage and Hour Division will approve, modify, or disapprove the action or render a final determination in the event of disagreement within 30 days of receipt or will notify the Contracting Officer within 30 days of receipt that additional time is necessary.

(iii) The final determination of the conformance action by the Wage and Hour Division shall be transmitted to the Contracting Officer who shall promptly notify the Contractor of the action taken. 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.

(iv)(A) The process of establishing wage and fringe benefit rates that bear a reasonable relationship to those listed in a wage determination cannot be reduced to any single formula. The approach used may vary from wage determination to wage determination depending on the circumstances. Standard wage and salary administration practices which rank various job classifications by pay grade pursuant to point schemes or other job factors may, for example, be relied upon. Guidance may also be obtained from the way different jobs are rated under Federal pay systems (Federal Wage Board Pay System and the General Schedule) or from other wage determinations issued in the same locality. Basic to the establishment of any conformable wage rate(s) is the concept that a pay relationship should be maintained between job classifications based on the skill required and the duties performed.

(B) In the case of a contract modification, an exercise of an option, or extension of an existing contract, or in any other case where a Contractor succeeds a contract under which the classification in question was previously conformed pursuant to paragraph (c) of this clause, a new conformed wage rate and fringe benefits may be assigned to the conformed classification by indexing (i.e., adjusting) the previous conformed rate and fringe benefits by an amount equal to the average (mean) percentage increase (or decrease, where appropriate) between the wages and fringe benefits specified for all classifications to be used on the contract which are listed in the current wage determination, and those specified for the corresponding classifications in the previously applicable wage determination. Where conforming actions are accomplished in accordance with this paragraph prior to the performance of contract work by the unlisted class of employees, the Contractor shall advise the Contracting Officer of the action taken but the other procedures in subdivision (c)(2)(ii) of this clause need not be followed.

(C) No employee engaged in performing work on this contract shall in any event be paid less than the currently applicable minimum wage specified under section (6)(a)(1) of the Fair Labor Standards Act of 1938, as amended.

(v) The wage rate and fringe benefits finally determined under this subparagraph (c)(2) of this clause shall be paid to all employees performing in the classification from the first day on which contract work is performed by them in the classification. Failure to pay the unlisted employees the compensation agreed upon by the interested parties and/or finally determined by the Wage and Hour Division retroactive to the date such class of employees commenced contract work shall be a violation of the Service Contract Labor Standards statute and this contract.

(vi) Upon discovery of failure to comply with subparagraph (c)(2) of this clause, the Wage and Hour Division shall make a final determination of conformed classification, wage rate, and/or fringe benefits which shall be retroactive to the date such class or classes of employees commenced contract work.

(3) *Adjustment of Compensation.* If the term of this contract is more than 1 year, the minimum monetary wages and fringe benefits required to be paid or furnished thereunder to service employees under this contract shall be subject to adjustment after 1 year and not less often than once every 2 years, under wage determinations issued by the Wage and Hour Division.

(d) *Obligation to Furnish Fringe Benefits.* The Contractor or subcontractor may discharge the obligation to furnish fringe benefits specified in the attachment or determined under subparagraph (c)(2) of this clause by furnishing equivalent combinations of bona fide fringe benefits, or by making equivalent or differential cash payments, only in accordance with Subpart D of 29 CFR Part 4.

(e) *Minimum Wage.* In the absence of a minimum wage attachment for this contract, neither the Contractor nor any subcontractor under this contract shall pay any person performing work under this contract (regardless of whether the person is a service employee) less than the minimum wage specified by section 6(a)(1) of the Fair Labor Standards Act of 1938. Nothing in this clause shall relieve the Contractor or any subcontractor of any other obligation under law or contract for payment of a higher wage to any employee.

(f) *Successor Contracts.* If this contract succeeds a contract subject to the Service Contract Labor Standards statute under which substantially the same services were furnished in the same locality and service employees were paid wages and fringe benefits provided for in a collective bargaining agreement, in the absence of the minimum wage attachment for this contract setting forth such collectively bargained wage rates and fringe benefits, neither the Contractor nor any subcontractor under this contract shall pay any service employee performing any of the contract work (regardless of whether or not such employee was employed under the predecessor contract), less than the wages and fringe benefits provided for in such collective bargaining agreement, to which such employee would have been entitled if employed under the predecessor contract, including accrued wages and fringe benefits and any prospective increases in wages and fringe benefits provided for under such agreement. No Contractor or subcontractor under this contract may be relieved of the foregoing obligation unless the limitations of 29 CFR 4.1b(b) apply or unless the Secretary of Labor or the Secretary's authorized representative finds, after a hearing as provided in 29 CFR 4.10 that the wages and/or fringe benefits provided for in such agreement are substantially at variance with those which prevail for services of a character similar in the locality, or determines, as provided in 29 CFR 4.11, that the collective bargaining agreement applicable to service employees employed under the predecessor contract was not entered into as a result of arm's length negotiations. Where it is found in accordance with the review procedures provided in 29 CFR 4.10 and/or 4.11 and Parts 6 and 8 that some or all of the wages and/or fringe benefits contained in a predecessor Contractor's collective bargaining agreement are substantially at variance with those which prevail for services of a character similar in the locality, and/or that the collective bargaining agreement applicable to service employees employed under the predecessor contract was not entered into as a result of arm's length negotiations, the Department will issue a new or revised wage determination setting forth the applicable wage rates and fringe benefits. Such determination shall be made part of the contract or subcontract, in accordance with the decision of the Administrator, the Administrative Law Judge, or the Administrative Review Board, as the case may be, irrespective of whether such issuance occurs prior to or after the award of a contract or subcontract (53 Comp. Gen. 401 (1973)). In the case of a wage determination issued solely as a result of a finding of substantial variance, such determination shall be effective as of the date of the final administrative decision.

(g) *Notification to Employees.* The Contractor and any subcontractor under this contract shall notify each service employee commencing work on this contract of the minimum monetary wage and any fringe benefits required to be paid pursuant to this contract, or shall post the wage determination attached to this contract. The poster provided by the Department of Labor (Publication WH 1313) shall be posted in a prominent and accessible place at the worksite. Failure to comply with this requirement is a violation of 41 U.S.C. 6703 and of this contract.

(h) *Safe and Sanitary Working Conditions.* The Contractor or subcontractor shall not permit any part of the services called for by this contract to be performed in buildings or surroundings or under working conditions provided by or under the control or supervision of the Contractor or subcontractor which are unsanitary, hazardous, or dangerous to the health or safety of the service employees. The Contractor or subcontractor shall comply with the safety and health standards applied under 29 CFR Part 1925.

(i) Records.

(1) The Contractor and each subcontractor performing work subject to the Service Contract Labor Standards statute shall make and maintain for 3 years from the completion of the work, and make them available for inspection and transcription by authorized representatives of the Wage and Hour Division, Employment Standards Administration, a record of the following:

(i) For each employee subject to the Service Contract Labor Standards statute—

(A) Name and address and social security number;

(B) Correct work classification or classifications, rate or rates of monetary wages paid and fringe benefits provided, rate or rates of payments in lieu of fringe benefits, and total daily and weekly compensation;

(C) Daily and weekly hours worked by each employee; and

(D) Any deductions, rebates, or refunds from the total daily or weekly compensation of each employee.

(ii) For those classes of service employees not included in any wage determination attached to this contract, wage rates or fringe benefits determined by the interested parties or by the Administrator or authorized representative under the terms of paragraph (c) of this clause. A copy of the report required by subdivision (c)(2)(ii) of this clause will fulfill this requirement.

(iii) Any list of the predecessor Contractor's employees which had been furnished to the Contractor as prescribed by paragraph (n) of this clause.

(2) The Contractor shall also make available a copy of this contract for inspection or transcription by authorized representatives of the Wage and Hour Division.

(3) Failure to make and maintain or to make available these records for inspection and transcription shall be a violation of the regulations and this contract, and in the case of failure to produce these records, the Contracting Officer, upon direction of the Department of Labor and notification to the Contractor, shall take action to cause suspension of any further payment or advance of funds until the violation ceases.

(4) The Contractor shall permit authorized representatives of the Wage and Hour Division to conduct interviews with employees at the worksite during normal working hours.

(j) *Pay Periods.* The Contractor shall unconditionally pay to each employee subject to the Service Contract Labor Standards statute all wages due free and clear and without subsequent deduction (except as otherwise provided by law or Regulations, 29 CFR Part 4), rebate, or kickback on any account. These payments shall be made no later than one pay period following the end of the regular pay period in which the wages were earned or accrued. A pay period under this statute may not be of any duration longer than semi-monthly.

(k) *Withholding of Payments and Termination of Contract.* The Contracting Officer shall withhold or cause to be withheld from the Government Prime Contractor under this or any other Government contract with the Prime Contractor such sums as an appropriate official of the Department of Labor requests or such sums as the Contracting Officer decides may be necessary to pay underpaid employees employed by

the Contractor or subcontractor. In the event of failure to pay any employees subject to the Service Contract Labor Standards statute all or part of the wages or fringe benefits due under the Service Contract Labor Standards statute, the Contracting Officer may, after authorization or by direction of the Department of Labor and written notification to the Contractor, take action to cause suspension of any further payment or advance of funds until such violations have ceased. Additionally, any failure to comply with the requirements of this clause may be grounds for termination of the right to proceed with the contract work. In such event, the Government may enter into other contracts or arrangements for completion of the work, charging the Contractor in default with any additional cost.

(l) *Subcontracts.* The Contractor agrees to insert this clause in all subcontracts subject to the Service Contract Labor Standards statute.

(m) *Collective Bargaining Agreements Applicable to Service Employees.* If wages to be paid or fringe benefits to be furnished any service employees employed by the Government Prime Contractor or any subcontractor under the contract are provided for in a collective bargaining agreement which is or will be effective during any period in which the contract is being performed, the Government Prime Contractor shall report such fact to the Contracting Officer, together with full information as to the application and accrual of such wages and fringe benefits, including any prospective increases, to service employees engaged in work on the contract, and a copy of the collective bargaining agreement. Such report shall be made upon commencing performance of the contract, in the case of collective bargaining agreements effective at such time, and in the case of such agreements or provisions or amendments thereof effective at a later time during the period of contract performance such agreements shall be reported promptly after negotiation thereof.

(n) *Seniority List.* Not less than 10 days prior to completion of any contract being performed at a Federal facility where service employees may be retained in the performance of the succeeding contract and subject to a wage determination which contains vacation or other benefit provisions based upon length of service with a Contractor (predecessor) or successor (29 CFR 4.173), the incumbent Prime Contractor shall furnish the Contracting Officer a certified list of the names of all service employees on the Contractor's or subcontractor's payroll during the last month of contract performance. Such list shall also contain anniversary dates of employment on the contract either with the current or predecessor Contractors of each such service employee. The Contracting Officer shall turn over such list to the successor Contractor at the commencement of the succeeding contract.

(o) *Rulings and Interpretations.* Rulings and interpretations of the Service Contract Labor Standards statute are contained in Regulations, 29 CFR Part 4.

(p) Contractor's Certification.

(1) By entering into this contract, the Contractor (and officials thereof) certifies that neither it nor any person or firm who has a substantial interest in the Contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of the sanctions imposed under 41 U.S.C. 6706.

(2) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract under 41 U.S.C. 6706.

(3) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

(q) *Variations, Tolerances, and Exemptions Involving Employment.* Notwithstanding any of the provisions in paragraphs (b) through (o) of this clause, the following employees may be employed in accordance with the following variations, tolerances, and exemptions, which the Secretary of Labor, pursuant to 41 U.S.C. 6707 prior to its amendment by Pub. L. 92-473, found to be necessary and proper in the public interest or to avoid serious impairment of the conduct of Government business.

(1) Apprentices, student-learners, and workers whose earning capacity is impaired by age, physical or mental deficiency, or injury may be employed at wages lower than the minimum wages otherwise required by 41 U.S.C. 6703(1) without diminishing any fringe benefits or cash payments in lieu thereof required under 41 U.S.C. 6703(2), in accordance with the conditions and procedures prescribed for the employment of apprentices, student-learners, persons with disabilities, and disabled clients of work centers under section 14 of the Fair Labor Standards Act of 1938, in the regulations issued by the Administrator (29 CFR parts 520, 521, 524, and 525).

(2) The Administrator will issue certificates under the statute for the employment of apprentices, student-learners, persons with disabilities, or disabled clients of work centers not subject to the Fair Labor Standards Act of 1938, or subject to different minimum rates of pay under the two statutes, authorizing appropriate rates of minimum wages (but without changing requirements concerning fringe benefits or supplementary cash payments in lieu thereof), applying procedures prescribed by the applicable regulations issued under the Fair Labor Standards Act of 1938 (29 CFR parts 520, 521, 524, and 525).

(3) The Administrator will also withdraw, annul, or cancel such certificates in accordance with the regulations in 29 CFR Parts 525 and 528.

(r) *Apprentices.* Apprentices will be permitted to work at less than the predetermined rate for the work they perform when they are employed and individually registered in a bona fide apprenticeship program registered with a State Apprenticeship Agency which is recognized by the U.S. Department of Labor, or if no such recognized agency exists in a State, under a program registered with the Office of Apprenticeship Training, Employer, and Labor Services (OATELS), U.S. Department of Labor. Any employee who is not registered as an apprentice in an approved program shall be paid the wage rate and fringe benefits contained in the applicable wage determination for the journeyman classification of work actually performed. The wage rates paid apprentices shall not be less than the wage rate for their level of progress set forth in the registered program, expressed as the appropriate percentage of the journeyman's rate contained in the applicable wage determination. The allowable ratio of apprentices to journeymen employed on the contract work in any craft classification shall not be greater than the ratio permitted to the Contractor as to his entire work force under the registered program.

(s) *Tips.* An employee engaged in an occupation in which the employee customarily and regularly receives more than \$30 a month in tips may have the amount of these tips credited by the employer against the minimum wage required by 41 U.S.C. 6703(1), in accordance with section 3(m) of the Fair Labor Standards Act and Regulations 29 CFR Part 531. However, the amount of credit shall not exceed \$1.34 per hour beginning January 1, 1981. To use this provision—

(1) The employer must inform tipped employees about this tip credit allowance before the credit is utilized;

(2) The employees must be allowed to retain all tips (individually or through a pooling arrangement and regardless of whether the employer elects to take a credit for tips received);

(3) The employer must be able to show by records that the employee receives at least the applicable Service Contract Labor Standards minimum wage through the combination of direct wages and tip credit; and

(4) The use of such tip credit must have been permitted under any predecessor collective bargaining agreement applicable by virtue of 41 U.S.C. 6707(c).

(t) *Disputes Concerning Labor Standards.* The U.S. Department of Labor has set forth in 29 CFR Parts 4, 6, and 8 procedures for resolving disputes concerning labor standards requirements. Such disputes shall be resolved in accordance with those procedures and not the Disputes clause of this contract. Disputes within the meaning of this clause include disputes between the Contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

(End of Clause)

C.7 52.222-55 MINIMUM WAGES UNDER EXECUTIVE ORDER 13658 (DEC 2014)

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

"United States" means the 50 states and the District of Columbia.

"Worker"—

(1) Means any person engaged in performing work on, or in connection with, a contract covered by Executive Order 13658, and

(i) Whose wages under such contract are governed by the Fair Labor Standards Act (29 U.S.C. chapter 8), the Service Contract Labor Standards statute (41 U.S.C. chapter 67), or the Wage Rate Requirements (Construction) statute (40 U.S.C. chapter 31, subchapter IV),

(ii) Other than individuals employed in a bona fide executive, administrative, or professional capacity, as those terms are defined in 29 CFR part 541,

(iii) Regardless of the contractual relationship alleged to exist between the individual and the employer.

(2) Includes workers performing on, or in connection with, the contract whose wages are calculated pursuant to special certificates issued under 29 U.S.C. 214(c).

(3) Also includes any person working on, or in connection with, the contract and individually registered in a bona fide apprenticeship or training program registered with the Department of Labor's Employment and Training Administration, Office of Apprenticeship, or with a State Apprenticeship Agency recognized by the Office of Apprenticeship.

(b) *Executive Order Minimum Wage rate.*

(1) The Contractor shall pay to workers, while performing in the United States, and performing on, or in connection with, this contract, a minimum hourly wage rate of \$10.10 per hour beginning January 1, 2015.

(2) The Contractor shall adjust the minimum wage paid, if necessary, beginning January 1, 2016 and annually thereafter, to meet the Secretary of Labor's annual E.O. minimum wage. The Administrator of the Department of Labor's Wage and Hour Division (the Administrator) will publish annual determinations in the Federal Register no later than 90 days before the effective date of the new E.O. minimum wage rate. The Administrator will also publish the applicable E.O. minimum wage on <http://www.wdol.gov> (or any successor Web site) and on all wage determinations issued under the Service Contract Labor Standards statute or the Wage Rate Requirements (Construction) statute. The applicable published E.O. minimum wage is incorporated by reference into this contract.

(3)(i) The Contractor may request a price adjustment only after the effective date of the new annual E.O. minimum wage determination. Prices will be adjusted only if labor costs increase as a result of an increase in the annual E.O. minimum wage, and for associated labor costs and relevant subcontract costs. Associated labor costs shall include increases or decreases that result from changes in social security and unemployment taxes and workers' compensation insurance, but will not otherwise include any amount for general and administrative costs, overhead, or profit.

(ii) Subcontractors may be entitled to adjustments due to the new minimum wage, pursuant to paragraph (b)(2). Contractors shall consider any subcontractor requests for such price adjustment.

(iii) The Contracting Officer will not adjust the contract price under this clause for any costs other than those identified in paragraph (b)(3)(i) of this clause, and will not provide duplicate price adjustments with any price adjustment under clauses implementing the Service Contract Labor Standards statute or the Wage Rate Requirements (Construction) statute.

(4) The Contractor warrants that the prices in this contract do not include allowance for any contingency to cover increased costs for which adjustment is provided under this clause.

(5) A pay period under this clause may not be longer than semi-monthly, but may be shorter to comply with any applicable law or other requirement under this contract establishing a shorter pay period. Workers shall be paid no later than one pay period following the end of the regular pay period in which such wages were earned or accrued.

(6) The Contractor shall pay, unconditionally to each worker, all wages due free and clear without subsequent rebate or kickback. The Contractor may make deductions that reduce a worker's wages below the E.O. minimum wage rate only if done in accordance with 29 CFR 10.23, Deductions.

(7) The Contractor shall not discharge any part of its minimum wage obligation under this clause by furnishing fringe benefits or, with respect to workers whose wages are governed by the Service Contract Labor Standards statute, the cash equivalent thereof.

(8) Nothing in this clause shall excuse the Contractor from compliance with any applicable Federal or State prevailing wage law or any applicable law or municipal ordinance establishing a minimum wage higher than the E.O. minimum wage. However, wage increases under such other laws or municipal ordinances are not subject to price adjustment under this subpart.

(9) The Contractor shall pay the E.O. minimum wage rate whenever it is higher than any applicable collective bargaining agreement(s) wage rate.

(10) The Contractor shall follow the policies and procedures in 29 CFR 10.24(b) and 10.28 for treatment of workers engaged in an occupation in which they customarily and regularly receive more than \$30 a month in tips.

(c)(1) This clause applies to workers as defined in paragraph (a). As provided in that definition—

(i) Workers are covered regardless of the contractual relationship alleged to exist between the contractor or subcontractor and the worker;

(ii) Workers with disabilities whose wages are calculated pursuant to special certificates issued under 29 U.S.C. 214(c) are covered; and

(iii) Workers who are registered in a bona fide apprenticeship program or training program registered with the Department of Labor's Employment and Training Administration, Office of Apprenticeship, or with a State Apprenticeship Agency recognized by the Office of Apprenticeship, are covered.

(2) This clause does not apply to—

(i) Fair Labor Standards Act (FLSA)-covered individuals performing in connection with contracts covered by the E.O., i.e. those individuals who perform duties necessary to the performance of the contract, but who are not directly engaged in performing the specific work called for by the contract, and who spend less than 20 percent of their hours worked in a particular workweek performing in connection with such contracts;

(ii) Individuals exempted from the minimum wage requirements of the FLSA under 29 U.S.C. 213(a) and 214(a) and (b), unless otherwise covered by the Service Contract Labor Standards statute, or the Wage Rate Requirements (Construction) statute. These individuals include but are not limited to—

(A) Learners, apprentices, or messengers whose wages are calculated pursuant to special certificates issued under 29 U.S.C. 214(a).

(B) Students whose wages are calculated pursuant to special certificates issued under 29 U.S.C. 214(b).

(C) Those employed in a bona fide executive, administrative, or professional capacity (29 U.S.C. 213(a)(1) and 29 CFR part 541).

(d) *Notice.* The Contractor shall notify all workers performing work on, or in connection with, this contract of the applicable E.O. minimum wage rate under this clause. With respect to workers covered by the Service Contract Labor Standards statute or the Wage Rate Requirements (Construction) statute, the Contractor may meet this requirement by posting, in a prominent and accessible place at the worksite, the applicable wage determination under those statutes. With respect to workers whose wages are governed by the FLSA, the Contractor shall post notice, utilizing the poster provided by the Administrator, which can be obtained at <http://www.dol.gov/whd/govcontracts>, in a prominent and accessible place at the worksite. Contractors that customarily post notices to workers electronically may post the notice electronically provided the electronic posting is displayed prominently on any Web site that is maintained

by the contractor, whether external or internal, and customarily used for notices to workers about terms and conditions of employment.

(e) *Payroll Records.*

(1) The Contractor shall make and maintain records, for three years after completion of the work, containing the following information for each worker:

- (i) Name, address, and social security number;
- (ii) The worker's occupation(s) or classification(s);
- (iii) The rate or rates of wages paid;
- (iv) The number of daily and weekly hours worked by each worker;
- (v) Any deductions made; and
- (vi) Total wages paid.

(2) The Contractor shall make records pursuant to paragraph (e)(1) of this clause available for inspection and transcription by authorized representatives of the Administrator. The Contractor shall also make such records available upon request of the Contracting Officer.

(3) The Contractor shall make a copy of the contract available, as applicable, for inspection or transcription by authorized representatives of the Administrator.

(4) Failure to comply with this paragraph (e) shall be a violation of 29 CFR 10.26 and this contract. Upon direction of the Administrator or upon the Contracting Officer's own action, payment shall be withheld until such time as the noncompliance is corrected.

(5) Nothing in this clause limits or otherwise modifies the Contractor's payroll and recordkeeping obligations, if any, under the Service Contract Labor Standards statute, the Wage Rate Requirements (Construction) statute, the Fair Labor Standards Act, or any other applicable law.

(f) *Access.* The Contractor shall permit authorized representatives of the Administrator to conduct investigations, including interviewing workers at the worksite during normal working hours.

(g) *Withholding.* The Contracting Officer, upon his or her own action or upon written request of the Administrator, will withhold funds or cause funds to be withheld, from the Contractor under this or any other Federal contract with the same Contractor, sufficient to pay workers the full amount of wages required by this clause.

(h) *Disputes.* Department of Labor has set forth in 29 CFR 10.51, Disputes concerning contractor compliance, the procedures for resolving disputes concerning a contractor's compliance with Department of Labor regulations at 29 CFR part 10. Such disputes shall be resolved in accordance with those procedures and not the Disputes clause of this contract. These disputes include disputes between the Contractor (or any of its subcontractors) and the contracting agency, the Department of Labor, or the workers or their representatives.

(i) *Antiretaliation.* The Contractor shall not discharge or in any other manner discriminate against any worker because such worker has filed any complaint or instituted or caused to be instituted any

proceeding under or related to compliance with the E.O. or this clause, or has testified or is about to testify in any such proceeding.

(j) *Subcontractor compliance.* The Contractor is responsible for subcontractor compliance with the requirements of this clause and may be held liable for unpaid wages due subcontractor workers.

(k) *Subcontracts.* The Contractor shall include the substance of this clause, including this paragraph (k) in all subcontracts, regardless of dollar value, that are subject to the Service Contract Labor Standards statute or the Wage Rate Requirements (Construction) statute, and are to be performed in whole or in part in the United States.

(End of Clause)

C.8 52.232-40 PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS (DEC 2013)

(a) Upon receipt of accelerated payments from the Government, the Contractor shall make accelerated payments to its small business subcontractors under this contract, to the maximum extent practicable and prior to when such payment is otherwise required under the applicable contract or subcontract, after receipt of a proper invoice and all other required documentation from the small business subcontractor.

(b) The acceleration of payments under this clause does not provide any new rights under the Prompt Payment Act.

(c) Include the substance of this clause, including this paragraph (c), in all subcontracts with small business concerns, including subcontracts with small business concerns for the acquisition of commercial items.

(End of Clause)

C.9 VAAR 852.232-72 ELECTRONIC SUBMISSION OF PAYMENT REQUESTS (NOV 2012)

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

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

(2) *Designated agency office* has the meaning given in 5 CFR 1315.2(m).

(3) *Electronic form* means an automated system transmitting information electronically according to the

Accepted electronic data transmission methods and formats identified in paragraph (c) of this clause. Facsimile, email, and scanned documents are not acceptable electronic forms for submission of payment requests.

(4) *Invoice payment* has the meaning given in FAR 32.001.

(5) *Payment request* means any request for contract financing payment or invoice payment submitted by the contractor under this contract.

(b) *Electronic payment requests.* Except as provided in paragraph (e) of this clause, the contractor shall submit payment requests in electronic form. Purchases paid with a Government-wide commercial purchase card are considered to be an electronic transaction for purposes of this rule, and therefore no additional electronic invoice submission is required.

(c) *Data transmission.* A contractor must ensure that the data transmission method and format are through one of the following:

(1) VA's Electronic Invoice Presentment and Payment System. (See Web site at <http://www.fsc.va.gov/einvoice.asp>.)

(2) Any system that conforms to the X12 electronic data interchange (EDI) formats established by the Accredited Standards Center (ASC) and chartered by the American National Standards Institute (ANSI). The X12 EDI Web site (<http://www.x12.org>) includes additional information on EDI 810 and 811 formats.

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

(e) *Exceptions.* If, based on one of the circumstances below, the contracting officer directs that payment requests be made by mail, the contractor shall submit payment requests by mail through the United States Postal Service to the designated agency office. Submission of payment requests by mail may be required for:

(1) Awards made to foreign vendors for work performed outside the United States;

(2) Classified contracts or purchases when electronic submission and processing of payment requests could compromise the safeguarding of classified or privacy information;

(3) Contracts awarded by contracting officers in the conduct of emergency operations, such as responses to national emergencies;

(4) Solicitations or contracts in which the designated agency office is a VA entity other than the VA Financial Services Center in Austin, Texas; or

(5) Solicitations or contracts in which the VA designated agency office does not have electronic invoicing capability as described above.

(End of Clause)

SECTION D - CONTRACT DOCUMENTS, EXHIBITS, OR ATTACHMENTS

D.1 Wage Determination

WD 05-2431 (Rev.-19) was first posted on www.wdol.gov on 12/30/2014

REGISTER OF WAGE DETERMINATIONS UNDER THE SERVICE CONTRACT ACT ADMINISTRATION By direction of the Secretary of Labor	U.S. DEPARTMENT OF LABOR EMPLOYMENT STANDARDS WAGE AND HOUR DIVISION WASHINGTON D.C. 20210 Wage Determination No.: 2005-2431 Revision No.: 19 Date Of Revision:
Diane C. Koplewski Division of Director Wage Determinations 12/22/2014	

Note: Executive Order (EO) 13658 establishes an hourly minimum wage of \$10.10 for 2015 that applies to all contracts subject to the Service Contract Act for which the solicitation is issued on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.10 (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

State: Oklahoma

Area: Oklahoma Counties of Alfalfa, Atoka, Beckham, Blaine, Bryan, Caddo, Canadian, Carter, Cleveland, Coal, Custer, Dewey, Ellis, Garfield, Garvin, Grady, Grant, Harper, Hughes, Johnston, Kingfisher, Lincoln, Logan, Love, Major, Marshall, McClain, Murray, Noble, Oklahoma, Payne, Pontotoc, Pottawatomie, Roger Mills, Seminole, Washita, Woods, Woodward

Fringe Benefits Required Follow the Occupational Listing

OCCUPATION CODE - TITLE	FOOTNOTE
RATE	
01000 - Administrative Support And Clerical Occupations	
01011 - Accounting Clerk I	
13.04	
01012 - Accounting Clerk II	
14.63	
01013 - Accounting Clerk III	
18.28	
01020 - Administrative Assistant	
22.58	
01040 - Court Reporter	
18.46	
01051 - Data Entry Operator I	
11.69	
01052 - Data Entry Operator II	
12.76	
01060 - Dispatcher, Motor Vehicle	
17.05	
01070 - Document Preparation Clerk	
13.46	
01090 - Duplicating Machine Operator	
13.46	
01111 - General Clerk I	
13.10	
01112 - General Clerk II	
14.30	
01113 - General Clerk III	
18.00	
01120 - Housing Referral Assistant	
18.77	
01141 - Messenger Courier	
10.67	
01191 - Order Clerk I	
12.71	
01192 - Order Clerk II	
14.08	
01261 - Personnel Assistant (Employment) I	
14.35	
01262 - Personnel Assistant (Employment) II	
16.05	
01263 - Personnel Assistant (Employment) III	
17.90	
01270 - Production Control Clerk	
20.96	
01280 - Receptionist	
12.74	
01290 - Rental Clerk	
14.04	
01300 - Scheduler, Maintenance	
14.04	
01311 - Secretary I	
14.04	
01312 - Secretary II	
16.20	
01313 - Secretary III	
18.77	

01320 - Service Order Dispatcher
15.05
01410 - Supply Technician
22.58
01420 - Survey Worker
17.05
01531 - Travel Clerk I
12.32
01532 - Travel Clerk II
13.14
01533 - Travel Clerk III
13.77
01611 - Word Processor I
12.54
01612 - Word Processor II
14.07
01613 - Word Processor III
15.80
05000 - Automotive Service Occupations
05005 - Automobile Body Repairer, Fiberglass
18.14
05010 - Automotive Electrician
17.24
05040 - Automotive Glass Installer
16.31
05070 - Automotive Worker
14.84
05110 - Mobile Equipment Servicer
13.22
05130 - Motor Equipment Metal Mechanic
16.49
05160 - Motor Equipment Metal Worker
14.84
05190 - Motor Vehicle Mechanic
16.49
05220 - Motor Vehicle Mechanic Helper
12.63
05250 - Motor Vehicle Upholstery Worker
14.03
05280 - Motor Vehicle Wrecker
14.84
05310 - Painter, Automotive
15.67
05340 - Radiator Repair Specialist
14.84
05370 - Tire Repairer
12.12
05400 - Transmission Repair Specialist
16.49
07000 - Food Preparation And Service Occupations
07010 - Baker
11.05
07041 - Cook I
8.70
07042 - Cook II
10.01

07070 - Dishwasher
8.18
07130 - Food Service Worker
8.20
07210 - Meat Cutter
13.28
07260 - Waiter/Waitress
8.77
09000 - Furniture Maintenance And Repair Occupations
09010 - Electrostatic Spray Painter
14.86
09040 - Furniture Handler
10.57
09080 - Furniture Refinisher
14.86
09090 - Furniture Refinisher Helper
11.83
09110 - Furniture Repairer, Minor
13.35
09130 - Upholsterer
14.86
11000 - General Services And Support Occupations
11030 - Cleaner, Vehicles
11.06
11060 - Elevator Operator
10.81
11090 - Gardener
12.86
11122 - Housekeeping Aide
10.47
11150 - Janitor
10.19
11210 - Laborer, Grounds Maintenance
10.82
11240 - Maid or Houseman
8.42
11260 - Pruner
10.20
11270 - Tractor Operator
12.10
11330 - Trail Maintenance Worker
10.82
11360 - Window Cleaner
10.42
12000 - Health Occupations
12010 - Ambulance Driver
13.70
12011 - Breath Alcohol Technician
17.35
12012 - Certified Occupational Therapist Assistant
25.26
12015 - Certified Physical Therapist Assistant
22.10
12020 - Dental Assistant
14.41
12025 - Dental Hygienist
29.89

12030 - EKG Technician
20.95
12035 - Electroneurodiagnostic Technologist
20.95
12040 - Emergency Medical Technician
13.70
12071 - Licensed Practical Nurse I
15.51
12072 - Licensed Practical Nurse II
17.35
12073 - Licensed Practical Nurse III
19.35
12100 - Medical Assistant
12.33
12130 - Medical Laboratory Technician
16.14
12160 - Medical Record Clerk
13.88
12190 - Medical Record Technician
15.53
12195 - Medical Transcriptionist
12.04
12210 - Nuclear Medicine Technologist
34.29
12221 - Nursing Assistant I
9.70
12222 - Nursing Assistant II
10.91
12223 - Nursing Assistant III
11.91
12224 - Nursing Assistant IV
13.36
12235 - Optical Dispenser
14.41
12236 - Optical Technician
11.84
12250 - Pharmacy Technician
16.23
12280 - Phlebotomist
13.36
12305 - Radiologic Technologist
22.09
12311 - Registered Nurse I
27.48
12312 - Registered Nurse II
30.22
12313 - Registered Nurse II, Specialist
30.22
12314 - Registered Nurse III
36.56
12315 - Registered Nurse III, Anesthetist
36.56
12316 - Registered Nurse IV
43.82
12317 - Scheduler (Drug and Alcohol Testing)
21.50
13000 - Information And Arts Occupations

13011 - Exhibits Specialist I	
18.53	
13012 - Exhibits Specialist II	
20.67	
13013 - Exhibits Specialist III	
24.88	
13041 - Illustrator I	
20.86	
13042 - Illustrator II	
25.12	
13043 - Illustrator III	
30.74	
13047 - Librarian	
20.37	
13050 - Library Aide/Clerk	
10.85	
13054 - Library Information Technology Systems	
18.40	
Administrator	
13058 - Library Technician	
12.31	
13061 - Media Specialist I	
13.27	
13062 - Media Specialist II	
14.85	
13063 - Media Specialist III	
16.56	
13071 - Photographer I	
13.27	
13072 - Photographer II	
15.16	
13073 - Photographer III	
18.78	
13074 - Photographer IV	
22.98	
13075 - Photographer V	
27.80	
13110 - Video Teleconference Technician	
14.89	
14000 - Information Technology Occupations	
14041 - Computer Operator I	
14.91	
14042 - Computer Operator II	
16.74	
14043 - Computer Operator III	
18.70	
14044 - Computer Operator IV	
20.75	
14045 - Computer Operator V	
22.97	
14071 - Computer Programmer I	(see 1)
24.07	
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
 14.91
 14160 - Personal Computer Support Technician
 20.75
 15000 - Instructional Occupations
 15010 - Aircrew Training Devices Instructor (Non-Rated)
 29.92
 15020 - Aircrew Training Devices Instructor (Rated)
 36.20
 15030 - Air Crew Training Devices Instructor (Pilot)
 39.82
 15050 - Computer Based Training Specialist / Instructor
 29.92
 15060 - Educational Technologist
 22.71
 15070 - Flight Instructor (Pilot)
 39.82
 15080 - Graphic Artist
 20.81
 15090 - Technical Instructor
 17.74
 15095 - Technical Instructor/Course Developer
 21.70
 15110 - Test Proctor
 15.76
 15120 - Tutor
 15.76
 16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations
 16010 - Assembler
 8.47
 16030 - Counter Attendant
 8.47
 16040 - Dry Cleaner
 10.79
 16070 - Finisher, Flatwork, Machine
 8.47
 16090 - Presser, Hand
 8.47
 16110 - Presser, Machine, Dry Cleaning
 8.47
 16130 - Presser, Machine, Shirts
 8.47
 16160 - Presser, Machine, Wearing Apparel, Laundry
 8.47
 16190 - Sewing Machine Operator
 11.56
 16220 - Tailor
 12.34
 16250 - Washer, Machine
 9.27
 19000 - Machine Tool Operation And Repair Occupations
 19010 - Machine-Tool Operator (Tool Room)
 19.79
 19040 - Tool And Die Maker
 24.73
 21000 - Materials Handling And Packing Occupations

21020 - Forklift Operator
15.25
21030 - Material Coordinator
22.82
21040 - Material Expediter
22.82
21050 - Material Handling Laborer
11.10
21071 - Order Filler
12.77
21080 - Production Line Worker (Food Processing)
15.25
21110 - Shipping Packer
13.76
21130 - Shipping/Receiving Clerk
13.76
21140 - Store Worker I
13.94
21150 - Stock Clerk
16.90
21210 - Tools And Parts Attendant
15.25
21410 - Warehouse Specialist
15.25
23000 - Mechanics And Maintenance And Repair Occupations
23010 - Aerospace Structural Welder
24.37
23021 - Aircraft Mechanic I
23.35
23022 - Aircraft Mechanic II
24.37
23023 - Aircraft Mechanic III
25.40
23040 - Aircraft Mechanic Helper
16.96
23050 - Aircraft, Painter
20.19
23060 - Aircraft Servicer
19.19
23080 - Aircraft Worker
20.33
23110 - Appliance Mechanic
16.59
23120 - Bicycle Repairer
12.12
23125 - Cable Splicer
24.43
23130 - Carpenter, Maintenance
18.10
23140 - Carpet Layer
17.15
23160 - Electrician, Maintenance
18.93
23181 - Electronics Technician Maintenance I
21.73
23182 - Electronics Technician Maintenance II
24.54

23183 - Electronics Technician Maintenance III
25.71
23260 - Fabric Worker
17.12
23290 - Fire Alarm System Mechanic
18.63
23310 - Fire Extinguisher Repairer
16.13
23311 - Fuel Distribution System Mechanic
23.73
23312 - Fuel Distribution System Operator
17.99
23370 - General Maintenance Worker
17.04
23380 - Ground Support Equipment Mechanic
22.99
23381 - Ground Support Equipment Servicer
18.78
23382 - Ground Support Equipment Worker
19.89
23391 - Gunsmith I
16.13
23392 - Gunsmith II
17.98
23393 - Gunsmith III
19.84
23410 - Heating, Ventilation And Air-Conditioning
18.92
Mechanic
23411 - Heating, Ventilation And Air Conditioning
19.98
Mechanic (Research Facility)
23430 - Heavy Equipment Mechanic
18.92
23440 - Heavy Equipment Operator
18.50
23460 - Instrument Mechanic
24.92
23465 - Laboratory/Shelter Mechanic
18.93
23470 - Laborer
11.10
23510 - Locksmith
18.24
23530 - Machinery Maintenance Mechanic
21.77
23550 - Machinist, Maintenance
18.92
23580 - Maintenance Trades Helper
13.97
23591 - Metrology Technician I
24.92
23592 - Metrology Technician II
25.98
23593 - Metrology Technician III
27.08

23640 - Millwright
20.03
23710 - Office Appliance Repairer
19.09
23760 - Painter, Maintenance
17.94
23790 - Pipefitter, Maintenance
19.97
23810 - Plumber, Maintenance
19.20
23820 - Pneudraulic Systems Mechanic
19.84
23850 - Rigger
19.84
23870 - Scale Mechanic
17.98
23890 - Sheet-Metal Worker, Maintenance
22.11
23910 - Small Engine Mechanic
17.04
23931 - Telecommunications Mechanic I
22.77
23932 - Telecommunications Mechanic II
23.76
23950 - Telephone Lineman
22.90
23960 - Welder, Combination, Maintenance
18.92
23965 - Well Driller
19.71
23970 - Woodcraft Worker
19.84
23980 - Woodworker
16.13
24000 - Personal Needs Occupations
24570 - Child Care Attendant
8.73
24580 - Child Care Center Clerk
13.27
24610 - Chore Aide
8.73
24620 - Family Readiness And Support Services
14.27
Coordinator
24630 - Homemaker
15.64
25000 - Plant And System Operations Occupations
25010 - Boiler Tender
22.39
25040 - Sewage Plant Operator
16.59
25070 - Stationary Engineer
22.39
25190 - Ventilation Equipment Tender
15.08
25210 - Water Treatment Plant Operator
16.35

27000 - Protective Service Occupations
27004 - Alarm Monitor
14.88
27007 - Baggage Inspector
12.57
27008 - Corrections Officer
15.39
27010 - Court Security Officer
20.62
27030 - Detection Dog Handler
15.03
27040 - Detention Officer
15.39
27070 - Firefighter
24.14
27101 - Guard I
12.57
27102 - Guard II
15.03
27131 - Police Officer I
23.19
27132 - Police Officer II
25.77
28000 - Recreation Occupations
28041 - Carnival Equipment Operator
10.57
28042 - Carnival Equipment Repairer
11.39
28043 - Carnival Equipment Worker
8.28
28210 - Gate Attendant/Gate Tender
13.14
28310 - Lifeguard
12.47
28350 - Park Attendant (Aide)
15.51
28510 - Recreation Aide/Health Facility Attendant
10.73
28515 - Recreation Specialist
17.93
28630 - Sports Official
11.71
28690 - Swimming Pool Operator
16.74
29000 - Stevedoring/Longshoremen Occupational Services
29010 - Blocker And Bracer
20.94
29020 - Hatch Tender
20.94
29030 - Line Handler
20.94
29041 - Stevedore I
19.94
29042 - Stevedore II
22.08
30000 - Technical Occupations

30010 - Air Traffic Control Specialist, Center (HFO) (see 2)
35.77
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)
24.66
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)
27.16
30021 - Archeological Technician I
17.25
30022 - Archeological Technician II
20.36
30023 - Archeological Technician III
25.22
30030 - Cartographic Technician
25.22
30040 - Civil Engineering Technician
24.03
30061 - Drafter/CAD Operator I
17.25
30062 - Drafter/CAD Operator II
20.36
30063 - Drafter/CAD Operator III
22.71
30064 - Drafter/CAD Operator IV
26.48
30081 - Engineering Technician I
19.05
30082 - Engineering Technician II
21.83
30083 - Engineering Technician III
23.92
30084 - Engineering Technician IV
29.64
30085 - Engineering Technician V
36.26
30086 - Engineering Technician VI
43.86
30090 - Environmental Technician
21.77
30210 - Laboratory Technician
19.34
30240 - Mathematical Technician
25.23
30361 - Paralegal/Legal Assistant I
18.67
30362 - Paralegal/Legal Assistant II
23.12
30363 - Paralegal/Legal Assistant III
28.28
30364 - Paralegal/Legal Assistant IV
34.22
30390 - Photo-Optics Technician
25.22
30461 - Technical Writer I
18.40
30462 - Technical Writer II
22.51

30463 - Technical Writer III
27.24
30491 - Unexploded Ordnance (UXO) Technician I
22.74
30492 - Unexploded Ordnance (UXO) Technician II
27.51
30493 - Unexploded Ordnance (UXO) Technician III
32.97
30494 - Unexploded (UXO) Safety Escort
22.74
30495 - Unexploded (UXO) Sweep Personnel
22.74
30620 - Weather Observer, Combined Upper Air Or (see 2)
22.71
Surface Programs
30621 - Weather Observer, Senior (see 2)
25.22
31000 - Transportation/Mobile Equipment Operation Occupations
31020 - Bus Aide
11.62
31030 - Bus Driver
14.66
31043 - Driver Courier
13.20
31260 - Parking and Lot Attendant
9.68
31290 - Shuttle Bus Driver
14.03
31310 - Taxi Driver
10.60
31361 - Truck Driver, Light
14.03
31362 - Truck Driver, Medium
15.85
31363 - Truck Driver, Heavy
19.47
31364 - Truck Driver, Tractor-Trailer
19.47
99000 - Miscellaneous Occupations
99030 - Cashier
8.66
99050 - Desk Clerk
8.70
99095 - Embalmer
25.43
99251 - Laboratory Animal Caretaker I
10.69
99252 - Laboratory Animal Caretaker II
11.36
99310 - Mortician
25.43
99410 - Pest Controller
13.65
99510 - Photofinishing Worker
12.45
99710 - Recycling Laborer
15.53

99711 - Recycling Specialist
17.42
99730 - Refuse Collector
14.64
99810 - Sales Clerk
11.59
99820 - School Crossing Guard
10.88
99830 - Survey Party Chief
23.62
99831 - Surveying Aide
13.28
99832 - Surveying Technician
20.91
99840 - Vending Machine Attendant
12.16
99841 - Vending Machine Repairer
14.63
99842 - Vending Machine Repairer Helper
11.82

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$4.02 per hour or \$160.80 per week or \$696.79 per month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 10 years, and 4 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 ten paid holidays per year, New Year's Day, Martin Luther King Jr's Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4174)

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

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

Additionally, because job titles vary widely and change quickly in the computer industry, job titles are not determinative of the application of the computer professional exemption. Therefore, the exemption applies only to computer employees who satisfy the compensation requirements and whose primary duty consists of:

- (1) The application of systems analysis techniques and procedures, including consulting with users, to determine hardware, software or system functional specifications;
- (2) The design, development, documentation, analysis, creation, testing or modification of computer systems or programs, including prototypes, based on and related to user or system design specifications;
- (3) The design, documentation, testing, creation or modification of computer programs related to machine operating systems; or
- (4) A combination of the aforementioned duties, the performance of which

requires the same level of skills. (29 C.F.R. 541.400).

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

PAY: If you

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

If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

HAZARDOUS PAY DIFFERENTIAL: An 8 percent differential is applicable to employees

employed in a position that represents a high degree of hazard when working with or

in close proximity to ordnance, explosives, and incendiary materials. This

includes work such as screening, blending, dying, mixing, and pressing of sensitive

ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder

and photoflash powder. All dry-house activities involving propellants or explosives.

Demilitarization, modification, renovation, demolition, and maintenance operations

on sensitive ordnance, explosives and incendiary materials. All operations

involving regarding 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.

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations", Fifth Edition, April 2006, unless otherwise indicated. Copies of the Directory are available on the Internet. A links to the Directory may be found on the WHD home page at <http://www.dol.gov/esa/whd/> or through the Wage Determinations On-Line (WDOL) Web site at <http://wdol.gov/>.

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

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. {See Section 4.6 (C)(vi)}

When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

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

for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).

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

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

6) The contractor informs the affected employees.

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

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

SECTION E - SOLICITATION PROVISIONS

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

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

Price is the only evaluation factor.

Technical and past performance, when combined, are N/A (Price Only).

(b) *Options.* The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. The Government may determine that an offer is unacceptable if the option prices are significantly unbalanced. Evaluation of options shall not obligate the Government to exercise the option(s).

(c) A written notice of award or acceptance of an offer, mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer, shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.

(End of Provision)

E.2 52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS—COMMERCIAL ITEMS (MAR 2015)

The offeror shall complete only paragraph (b) of this provision if the offeror has completed the annual representations and certifications electronically via <http://www.acquisition.gov>. If an offeror has not completed the annual representations and certifications electronically at the System for Award Management (SAM) website, the offeror shall complete only paragraphs (c) through (p) of this provision.

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

“Economically disadvantaged women-owned small business (EDWOSB) concern” means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States and who are economically disadvantaged in accordance with 13 CFR part 127. It automatically qualifies as a women-owned small business eligible under the WOSB Program.

“Forced or indentured child labor” means all work or service—

(1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or

(2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

“Highest-level owner” means the entity that owns or controls an immediate owner of the offeror, or that owns or controls one or more entities that control an immediate owner of the offeror. No entity owns or exercises control of the highest level owner.

“Immediate owner” means an entity, other than the offeror, that has direct control of the offeror. Indicators of control include, but are not limited to, one or more of the following: Ownership or interlocking management, identity of interests among family members, shared facilities and equipment, and the common use of employees.

“Inverted domestic corporation” means a foreign incorporated entity that meets the definition of an inverted domestic corporation under 6 U.S.C. 395(b), applied in accordance with the rules and definitions of 6 U.S.C. 395(c).

“Manufactured end product” means any end product in product and service codes (PSCs) 1000-9999, except—

- (1) PSC 5510, Lumber and Related Basic Wood Materials;
- (2) Product or Service Group (PSG) 87, Agricultural Supplies;
- (3) PSG 88, Live Animals;
- (4) PSG 89, Subsistence;
- (5) PSC 9410, Crude Grades of Plant Materials;
- (6) PSC 9430, Miscellaneous Crude Animal Products, Inedible;
- (7) PSC 9440, Miscellaneous Crude Agricultural and Forestry Products;
- (8) PSC 9610, Ores;
- (9) PSC 9620, Minerals, Natural and Synthetic; and
- (10) PSC 9630, Additive Metal Materials.

“Place of manufacture” means the place where an end product is assembled out of components, or otherwise made or processed from raw materials into the finished product that is to be provided to the Government. If a product is disassembled and reassembled, the place of reassembly is not the place of manufacture.

“Restricted business operations” means business operations in Sudan that include power production activities, mineral extraction activities, oil-related activities, or the production of military equipment, as those terms are defined in the Sudan Accountability and Divestment Act of 2007 (Pub. L. 110-174).

Restricted business operations do not include business operations that the person (as that term is defined in Section 2 of the Sudan Accountability and Divestment Act of 2007) conducting the business can demonstrate—

(1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;

(2) Are conducted pursuant to specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;

(3) Consist of providing goods or services to marginalized populations of Sudan;

(4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;

(5) Consist of providing goods or services that are used only to promote health or education; or

(6) Have been voluntarily suspended.

“Sensitive technology”—

(1) Means hardware, software, telecommunications equipment, or any other technology that is to be used specifically—

(i) To restrict the free flow of unbiased information in Iran; or

(ii) To disrupt, monitor, or otherwise restrict speech of the people of Iran; and

(2) Does not include information or informational materials the export of which the President does not have the authority to regulate or prohibit pursuant to section 203(b)(3) of the International Emergency Economic Powers Act (50 U.S.C. 1702(b)(3)).

“Service-disabled veteran-owned small business concern”—

(1) Means a small business concern—

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

“Small business concern” means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and size standards in this solicitation.

“Small disadvantaged business concern”, consistent with 13 CFR 124.1002, means a small business concern under the size standard applicable to the acquisition, that—

(1) Is at least 51 percent unconditionally and directly owned (as defined at 13 CFR 124.105) by—

(i) One or more socially disadvantaged (as defined at 13 CFR 124.103) and economically disadvantaged (as defined at 13 CFR 124.104) individuals who are citizens of the United States; and

(ii) Each individual claiming economic disadvantage has a net worth not exceeding \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and

(2) The management and daily business operations of which are controlled (as defined at 13.CFR 124.106) by individuals, who meet the criteria in paragraphs (1)(i) and (ii) of this definition.

“Subsidiary” means an entity in which more than 50 percent of the entity is owned—

(1) Directly by a parent corporation; or

(2) Through another subsidiary of a parent corporation.

“Veteran-owned small business concern” means a small business concern—

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

“Women-owned business concern” means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

“Women-owned small business concern” means a small business concern—

(1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

“Women-owned small business (WOSB) concern eligible under the WOSB Program” (in accordance with 13 CFR part 127), means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States.

(b)(1) *Annual Representations and Certifications*. Any changes provided by the offeror in paragraph (b)(2) of this provision do not automatically change the representations and certifications posted on the SAM website.

(2) The offeror has completed the annual representations and certifications electronically via the SAM website access through <http://www.acquisition.gov>. After reviewing the SAM database information, the offeror verifies by submission of this offer that the representations and certifications currently posted

electronically at FAR 52.212-3, Offeror Representations and Certifications—Commercial Items, have been entered or updated in the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201), except for paragraphs .

(c) Offerors must complete the following representations when the resulting contract will be performed in the United States or its outlying areas. Check all that apply.

(1) *Small business concern.* The offeror represents as part of its offer that it ☐ is, ☐ is not a small business concern.

(2) *Veteran-owned small business concern.* [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents as part of its offer that it ☐ is, ☐ is not a veteran-owned small business concern.

(3) *Service-disabled veteran-owned small business concern.* [Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.] The offeror represents as part of its offer that it ☐ is, ☐ is not a service-disabled veteran-owned small business concern.

(4) *Small disadvantaged business concern.* [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it ☐ is, ☐ is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(5) *Women-owned small business concern.* [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it ☐ is, ☐ is not a women-owned small business concern.

(6) WOSB concern eligible under the WOSB Program. [Complete only if the offeror represented itself as a women-owned small business concern in paragraph (c)(5) of this provision.] The offeror represents that—

(i) It ☐ is, ☐ is not a WOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It ☐ is, ☐ is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(6)(i) of this provision is accurate for each WOSB concern eligible under the WOSB Program participating in the joint venture. [The offeror shall enter the name or names of the WOSB concern eligible under the WOSB Program and other small businesses that are participating in the joint venture: _____.] Each WOSB concern eligible under the WOSB Program participating in the joint venture shall submit a separate signed copy of the WOSB representation.

(7) Economically disadvantaged women-owned small business (EDWOSB) concern. [Complete only if the offeror represented itself as a WOSB concern eligible under the WOSB Program in (c)(6) of this provision.] The offeror represents that—

(i) It [] is, [] is not an EDWOSB concern, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It [] is, [] is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(7)(i) of this provision is accurate for each EDWOSB concern participating in the joint venture. *[The offeror shall enter the name or names of the EDWOSB concern and other small businesses that are participating in the joint venture: _____.]* Each EDWOSB concern participating in the joint venture shall submit a separate signed copy of the EDWOSB representation.

Note: Complete paragraphs (c)(8) and (c)(9) only if this solicitation is expected to exceed the simplified acquisition threshold.

(8) *Women-owned business concern (other than small business concern).* *[Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.]* The offeror represents that it [] is a women-owned business concern.

(9) *Tie bid priority for labor surplus area concerns.* If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price:

(10) *HUBZone small business concern.* *[Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.]* The offeror represents, as part of its offer, that—

(i) It [] is, [] is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR Part 126; and

(ii) It [] is, [] is not a joint venture that complies with the requirements of 13 CFR Part 126, and the representation in paragraph (c)(10)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. *[The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture:_____.]* Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(d) Representations required to implement provisions of Executive Order 11246—

(1) *Previous contracts and compliance.* The offeror represents that—

(i) It [] has, [] has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation; and

(ii) It [] has, [] has not filed all required compliance reports.

(2) *Affirmative Action Compliance.* The offeror represents that—

(i) It [] has developed and has on file, [] has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR parts 60-1 and 60-2), or

(ii) It [] has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) *Certification Regarding Payments to Influence Federal Transactions* (31 U.S.C. 1352). (Applies only if the contract is expected to exceed \$150,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The offeror need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.

(f) *Buy American Certificate*. (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy American—Supplies, is included in this solicitation.)

(1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products, i.e., an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of “domestic end product.” The terms “commercially available off-the-shelf (COTS) item,” “component,” “domestic end product,” “end product,” “foreign end product,” and “United States” are defined in the clause of this solicitation entitled “Buy American—Supplies.”

(2) Foreign End Products:

Line Item No	Country of Origin
_____	_____
_____	_____
_____	_____

[List as necessary]

(3) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(g)(1) *Buy American—Free Trade Agreements—Israeli Trade Act Certificate*. (Applies only if the clause at FAR 52.225-3, Buy American—Free Trade Agreements—Israeli Trade Act, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The terms “Bahrainian, Moroccan, Omani, Panamanian, or Peruvian end product,” “commercially available off-the-shelf (COTS) item,” “component,” “domestic end product,” “end product,” “foreign end product,” “Free Trade Agreement country,” “Free Trade Agreement country end product,” “Israeli end product,” and “United States” are defined in the clause of this solicitation entitled “Buy American—Free Trade Agreements—Israeli Trade Act.”

(ii) The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian, Moroccan, Omani, Panamanian, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled “Buy American—Free Trade Agreements—Israeli Trade Act”:

Free Trade Agreement Country End Products (Other than Bahrainian, Moroccan, Omani, Panamanian, or Peruvian End Products) or Israeli End Products:

Line Item No.	Country of Origin
_____	_____
_____	_____
_____	_____

[List as necessary]

(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) of this provision) as defined in the clause of this solicitation entitled “Buy American—Free Trade Agreements—Israeli Trade Act.” The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products, i.e., an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of “domestic end product.”

Other Foreign End Products:

Line Item No.	Country of Origin
_____	_____
_____	_____
_____	_____

[List as necessary]

(iv) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(2) *Buy American—Free Trade Agreements—Israeli Trade Act Certificate, Alternate I.* If Alternate I to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation entitled “Buy American—Free Trade Agreements—Israeli Trade Act”:

Canadian End Products:

Line Item No.

[List as necessary]

(3) *Buy American—Free Trade Agreements—Israeli Trade Act Certificate, Alternate II.* If Alternate II to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled “Buy American—Free Trade Agreements—Israeli Trade Act”:

Canadian or Israeli End Products:

Line Item No.	Country of Origin
---------------	-------------------

[List as necessary]

(4) *Buy American—Free Trade Agreements—Israeli Trade Act Certificate, Alternate III.* If Alternate III to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian, Korean, Moroccan, Omani, Panamanian, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled “Buy American—Free Trade Agreements—Israeli Trade Act”:

Free Trade Agreement Country End Products (Other than Bahrainian, Korean, Moroccan, Omani, Panamanian, or Peruvian End Products) or Israeli End Products:

Line Item No.	Country of Origin
---------------	-------------------

 [List as necessary]

(5) *Trade Agreements Certificate*. (Applies only if the clause at FAR 52.225-5, Trade Agreements, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(5)(ii) of this provision, is a U.S.-made or designated country end product, as defined in the clause of this solicitation entitled "Trade Agreements".

(ii) The offeror shall list as other end products those end products that are not U.S.-made or designated country end products.

Other End Products:

Line Item No.	Country of Origin
---------------	-------------------

[List as necessary]

(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25. For line items covered by the WTO GPA, the Government will evaluate offers of U.S.-made or designated country end products without regard to the restrictions of the Buy American statute. The Government will consider for award only offers of U.S.-made or designated country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

(h) *Certification Regarding Responsibility Matters* (Executive Order 12689). (Applies only if the contract value is expected to exceed the simplified acquisition threshold.) The offeror certifies, to the best of its knowledge and belief, that the offeror and/or any of its principals—

(1) ☐ Are, ☐ are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(2) ☐ Have, ☐ have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or Commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property;

(3) ☐ Are, ☐ are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses enumerated in paragraph (h)(2) of this clause; and

(4) [] Have, [] have not, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,000 for which the liability remains unsatisfied.

(i) Taxes are considered delinquent if both of the following criteria apply:

(A) *The tax liability is finally determined.* The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(B) *The taxpayer is delinquent in making payment.* A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(ii) *Examples.*

(A) The taxpayer has received a statutory notice of deficiency, under I.R.C. Sec. 6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(B) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. Sec. 6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(C) The taxpayer has entered into an installment agreement pursuant to I.R.C. Sec. 6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.

(D) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. 362 (the Bankruptcy Code).

(i) *Certification Regarding Knowledge of Child Labor for Listed End Products (Executive Order 13126).*

(1) *Listed end products.*

Listed End Product Listed Countries of Origin

(2) *Certification.* [If the Contracting Officer has identified end products and countries of origin in paragraph (i)(1) of this provision, then the offeror must certify to either (i)(2)(i) or (i)(2)(ii) by checking the appropriate block.]

☐ (i) The offeror will not supply any end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.

☐ (ii) The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

(j) *Place of manufacture.* (Does not apply unless the solicitation is predominantly for the acquisition of manufactured end products.) For statistical purposes only, the offeror shall indicate whether the place of manufacture of the end products it expects to provide in response to this solicitation is predominantly—

(1) ☐ In the United States (Check this box if the total anticipated price of offered end products manufactured in the United States exceeds the total anticipated price of offered end products manufactured outside the United States); or

(2) ☐ Outside the United States.

(k) *Certificates regarding exemptions from the application of the Service Contract Labor Standards.* (Certification by the offeror as to its compliance with respect to the contract also constitutes its certification as to compliance by its subcontractor if it subcontracts out the exempt services.)

☐ (1) Maintenance, calibration, or repair of certain equipment as described in FAR 22.1003-4(c)(1). The offeror ☐ does ☐ does not certify that—

(i) The items of equipment to be serviced under this contract are used regularly for other than Governmental purposes and are sold or traded by the offeror (or subcontractor in the case of an exempt subcontract) in substantial quantities to the general public in the course of normal business operations;

(ii) The services will be furnished at prices which are, or are based on, established catalog or market prices (see FAR 22.1003- 4(c)(2)(ii)) for the maintenance, calibration, or repair of such equipment; and

(iii) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract will be the same as that used for these employees and equivalent employees servicing the same equipment of commercial customers.

☐ (2) Certain services as described in FAR 22.1003- 4(d)(1). The offeror ☐ does ☐ does not certify that—

(i) The services under the contract are offered and sold regularly to non-Governmental customers, and are provided by the offeror (or subcontractor in the case of an exempt subcontract) to the general public in substantial quantities in the course of normal business operations;

(ii) The contract services will be furnished at prices that are, or are based on, established catalog or market prices (see FAR 22.1003-4(d)(2)(iii));

(iii) Each service employee who will perform the services under the contract will spend only a small portion of his or her time (a monthly average of less than 20 percent of the available hours on an annualized basis, or less than 20 percent of available hours during the contract period if the contract period is less than a month) servicing the Government contract; and

(iv) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract is the same as that used for these employees and equivalent employees servicing commercial customers.

(3) If paragraph (k)(1) or (k)(2) of this clause applies—

(i) If the offeror does not certify to the conditions in paragraph (k)(1) or (k)(2) and the Contracting Officer did not attach a Service Contract Labor Standards wage determination to the solicitation, the offeror shall notify the Contracting Officer as soon as possible; and

(ii) The Contracting Officer may not make an award to the offeror if the offeror fails to execute the certification in paragraph (k)(1) or (k)(2) of this clause or to contact the Contracting Officer as required in paragraph (k)(3)(i) of this clause.

(l) *Taxpayer Identification Number (TIN)* (26 U.S.C. 6109, 31 U.S.C. 7701). (Not applicable if the offeror is required to provide this information to the SAM database to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (l)(3) through (l)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).

(2) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(3) *Taxpayer Identification Number (TIN)*.

☐ TIN: _____.

☐ TIN has been applied for.

☐ TIN is not required because:

☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

☐ Offeror is an agency or instrumentality of a foreign government;

☐ Offeror is an agency or instrumentality of the Federal Government.

(4) *Type of organization*.

☐ Sole proprietorship;

- ☐ Partnership;
- ☐ Corporate entity (not tax-exempt);
- ☐ Corporate entity (tax-exempt);
- ☐ Government entity (Federal, State, or local);
- ☐ Foreign government;
- ☐ International organization per 26 CFR 1.6049-4;
- ☐ Other _____.

(5) *Common parent.*

- ☐ Offeror is not owned or controlled by a common parent;
- ☐ Name and TIN of common parent:

Name _____.

TIN _____.

(m) *Restricted business operations in Sudan.* By submission of its offer, the offeror certifies that the offeror does not conduct any restricted business operations in Sudan.

(n) *Prohibition on Contracting with Inverted Domestic Corporations.*

(1) Government agencies are not permitted to use appropriated (or otherwise made available) funds for contracts with either an inverted domestic corporation, or a subsidiary of an inverted domestic corporation, unless the exception at 9.108-2(b) applies or the requirement is waived in accordance with the procedures at 9.108-4.

(2) Representation. By submission of its offer, the offeror represents that—

- (i) It is not an inverted domestic corporation; and
- (ii) It is not a subsidiary of an inverted domestic corporation.

(o) *Prohibition on contracting with entities engaging in certain activities or transactions relating to Iran.*

(1) The offeror shall email questions concerning sensitive technology to the Department of State at CISADA106@state.gov.

(2) *Representation and certifications.* Unless a waiver is granted or an exception applies as provided in paragraph (o)(3) of this provision, by submission of its offer, the offeror—

(i) Represents, to the best of its knowledge and belief, that the offeror does not export any sensitive technology to the government of Iran or any entities or individuals owned or controlled by, or acting on behalf or at the direction of, the government of Iran;

(ii) Certifies that the offeror, or any person owned or controlled by the offeror, does not engage in any activities for which sanctions may be imposed under section 5 of the Iran Sanctions Act; and

(iii) Certifies that the offeror, and any person owned or controlled by the offeror, does not knowingly engage in any transaction that exceeds \$3,000 with Iran's Revolutionary Guard Corps or any of its officials, agents, or affiliates, the property and interests in property of which are blocked pursuant to the International Emergency Economic Powers Act (50 U.S.C. 1701 *et seq.*) (see OFAC's Specially Designated Nationals and Blocked Persons List at <http://www.treasury.gov/ofac/downloads/t11sdn.pdf>).

(3) The representation and certification requirements of paragraph (o)(2) of this provision do not apply if—

(i) This solicitation includes a trade agreements certification (*e.g.*, 52.212–3(g) or a comparable agency provision); and

(ii) The offeror has certified that all the offered products to be supplied are designated country end products.

(p) *Ownership or Control of Offeror.* (Applies in all solicitations when there is a requirement to be registered in SAM or a requirement to have a DUNS Number in the solicitation.)

(1) The Offeror represents that it ☐ has or ☐ does not have an immediate owner. If the Offeror has more than one immediate owner (such as a joint venture), then the Offeror shall respond to paragraph (2) and if applicable, paragraph (3) of this provision for each participant in the joint venture.

(2) If the Offeror indicates “has” in paragraph (p)(1) of this provision, enter the following information:

Immediate owner CAGE code:

Immediate owner legal name:

(Do not use a “doing business as” name)

Is the immediate owner owned or controlled by another entity: ☐ Yes or ☐ No.

(3) If the Offeror indicates “yes” in paragraph (p)(2) of this provision, indicating that the immediate owner is owned or controlled by another entity, then enter the following information:

Highest-level owner CAGE code:

Highest-level owner legal name:

(Do not use a “doing business as” name)

(End of Provision)