

## **PROPOSAL DUE DATE:**

**12-21-2015  
1:00 PM CST**

**Use the check list to ensure you have submitted all documents to ensure your proposal will be accepted (See page 28):**

### **Check List: Do I have?**

- Company Name and address POC name, phone number and email address
- Performance Work Statement (PWS)
- Quality Assurance Surveillance Plan (QASP)
- A.4 Price/Cost Schedule- completed with grand total
- Insurance verification
- Income Statement & Balance Sheet of the last (3) quarters
- Acknowledgement of Solicitation Amendments (IF APPLICABLE)
- Team Agreement for subcontracting (IF APPLICABLE)\*

### **Check list**

**Is my proposal arranged properly? (See page 28)**

#### **Format for Proposal**

1. PWS & QASP-Type – FONT: Time New Roman: Size 12
2. Technical information (Experience & education etc..)
3. Pricing (separate)
4. Financial Documents (Income Statement & Balance Sheet)
5. Insurance Information
6. Amendments (if applicable)

#### **\*IMPORTANT NOTE ON TEAMING AGREEMENTS (IF APPLICABLE):**

**The teaming agreement shall include an outline of the title, task and percentage of the task; each contractor's employee will contribute toward contract performance. If this format is not followed, your proposal will not be accepted.**

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A.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  
Network Contracting Office 16  
ATTN: P&C, 90c  
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

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

This solicitation includes FAR 52.219-14 Limitations of on Subcontracting. 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)

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

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

(End of Clause)

## STATEMENT OF OBJECTIVES (SOO)

### I. Objectives:

Utilize a Building Management Software system that monitors the HVAC and associated equipment and components, to maximize the efficiency of equipment use in daily facility operation that will contribute to minimize energy operation cost and maintaining proper air flow and ventilation.

#### 1. Options in meeting the Objectives

- i. The preferred method for meeting the objective is to have contractor to be technically able to maintain the existing system already in place. Therefore, proposals for a new system will not be accepted as this time.

#### 2. Provide Operation/Service Support

- i. To include remote support

### II. Site Visit/Survey

If a contractor is interested in a site visit, please call the number listed below and email BEFORE December 14, 2015 8:00 AM CST. Otherwise no site visit will be schedule.

In the event there is a site visit; please see below and attachments.

#### i. Parking

1. Parking Lot# 4
  - a. See Attachment P1- Hospital Parking for parking lot location.
2. If no space available:
  - a. See Attachment P2- Hatbox Offsite Parking for direction and contact information.
3. Contact for Site Visit information ONLY!
  - a. 918-577-3923

**III. Acceptable Quality Levels (AQL)** that will meet the Objectives of the contract:

<b>PERFORMANCE REQUIREMENT</b>	<b>AQL-Level to ensure compliance/Proper Operation of Equipment/Response Time/Record Keeping</b>	<b>The Government Surveillance Method</b>	<b>AQL level maintain/<i>Not maintain</i></b>
Meeting or Exceeding Joint Commission standards for proper operation of equipment and associate components deemed critical areas by the COR ( <b>Contracting Officer Representative</b> )	<b>90% of time</b>	Joint Commission Findings after inspection provide by the COR	Favorable contractor performance evaluation/ <b><i>Non-Favorable rating in performance</i></b>
Programming	<b>90% of time</b>	COR monitoring and complaints of system failure due programing error	Favorable contractor performance evaluation/ <b><i>Non-Favorable rating in performance</i></b>
Emergency Response-Via Remote or onsite	<b>4-Hours Onsite Visit 1.5- Hours Remote Access [after receiving a verbal or email notification of the emergency]</b>	COR monitoring of response to calls	Favorable contractor performance evaluation/ <b><i>Non-Favorable rating in performance</i></b>
Service Report	<b>100% of Time-</b>  Provide after each schedule and unscheduled visit (remote and/or site visit) and delivered to the Engineering Office Report shall contain at a minimum: <ul style="list-style-type: none"> <li>• Date &amp; time of arrival or login to system</li> <li>• Action performed</li> <li>• Noting changes to any perimeters</li> <li>• Name of Technician that perform the service</li> </ul>	COR monitoring of this action after completion	Favorable contractor performance evaluation/ <b><i>Non-Favorable rating in performance</i></b>

#### **IV. Present System:**

SEBB (Schneider Electric Building Business) I/A- (Invensys)

Niagara AX Graphical User Interface

Enterprise Server, gateway software and/or hardware

UNC's Universal Network Controllers

Micro Zone II Controllers input and output transducers and digital or pneumatic control devices

#### **V. Areas of Control**

**NOTE:** *Numbers are approximate*

1. VAVs (**175**)
2. AHUs (**35**)
3. Exhaust Fan (**50**)
4. Preheat Air & Supply Air
5. Air-side economizer operation
6. Fan Power usage
7. Chiller Plant Operation
8. Fan Coil Units (**200**)
9. Air Control Valves
10. Room Pressure monitoring and control
11. Various other HVAC controls (temperature monitoring, alarm monitoring, etc...)

#### **VI. Facility Operation Constraints**

Hours of Operation: 8:00AM-4:00PM

##### **Federal Holidays**

1. New Year's Day
2. Martin Luther King's Day
3. President's Day
4. Memorial Day
5. Independence Day
6. Labor Day
7. Columbus Day
8. Veteran's Day
9. Thanksgiving Day
10. Christmas Day (*Day after or before depending the Day Christmas falls on, that President of the United States declares that day a national holiday*)

## **VII. Service Constraints**

1. Services to be provided between the 8:00AM to 4:30PM
  - i. After hours service for emergency actions only.
2. ANSI/ASHRAE standard protocol for BACnet\*
3. Services provide within the guides lines of OSHA for electrical and confine space safety when applicable.\*
4. No Propriety protocol for BACnet shall be allowed\*.
5. Authorized distributor for existing system.\*

**\*IMPORTANT NOTE:** These constraints shall be strictly upheld to in a resulted contract.

## **VIII. Contractor Requirements (*Due before the close date of the solicitation*)**

The Contractor shall provide a hard copy of a **Performance Work Statement (PWS)** that will address the following areas list below, in order to achieve the government objectives listed in Section I of the SOO for the duration of the contract periods on monthly bases, within the given constraints under **Section VII**

1. Preventive Maintenance (PM) shall cover :
  - i. Monitoring
  - ii. Repairing\*(*See Repair & Parts Matrix –Section XII*)
  - iii. Minor Programming related to PM-doing business hours
  - iv. Technical advisement
2. Programming
3. Emergency Response
4. Training (when applicable)
  - i. **NOTE:** The PWS shall list the schedule day(s) a month for PM that will best optimize equipment efficiency and shall be maintain for duration of the contract period.
5. The Contractor shall also development a hard copy of a **QASP (Quality Assurance Surveillance Plan)** on how they will maintain the objectives at the acceptable standards as outline in **Section III** of this SOO.
  - i. **NOTE:** The QASP will not be part of contract but an agreement between the contractor and government to ensure contract performance are being met and with the liberty to adjusted when needed, by a bilateral agreement.

## **IX. Qualifications Needed**

1. ***Experience*** with same or similar building management system use to control HVAC system and associated components.{*to include: programming, trouble shooting skills, and provide training*}
2. ***Certify*** in use of same or similar building management system use to control HVAC system and associated components.
3. ***Knowledgeable*** of HVAC system and associated components a plus.



**X. Contractor Service Requirements**

1. Contractor shall provide a general background check on all technicians assigned to this contract and provide report to COR.
2. Equipment testing to include stopping and starting for PM and/ or installation will commence after notice is given to COR (Contracting Officer Representative) of what area this will effect.
3. All Contractor personnel shall report to the COR for sign in before and after work on government facility. Badges and any keys issue shall be return prior to leaving the premises
4. In no instance will any door, window or access be rendered unlocked, propped open, or using any mechanism to keep door unlock although closed.
5. Repairs made in the time frame specify by the COR to maintain facility operation.

**XI. Government Requirements**

1. The COR will coordinate with the contractor for VPN access to the digital controls network via remote support if the needs arises.
2. COR will provide access to non-restricted areas for contract performance.
3. The COR will ensure all doors and entrances are locked after contractor work is completed for the given area.

**XII. Insurance**

1. Before commencing work under this contact, the contractor shall furnish to the Contracting Officer, a certificate of insurance indicating the coverage outlined and containing an endorsement to the effect that cancellation of, or any material change in the policies which adversely affect the interests of the Government in such insurance shall not be effective unless a 30-day advance written notice of cancellation of change is furnished the contracting officer

**XIII. \*Repair & Parts Matrix**

The following matrix for repairs and part(s), when applicable, shall be part of the contractor's PWS and is as follows:

<b>Charges-</b>	<b>Threshold for Charges</b>	<b>Contractors Action</b>	<b>Requirement for Commencing Repair &amp; Part(s) Service</b>
<b>When total estimate of Repair &amp; Part(s) <u>combine</u>:</b>	At or less than 10% of monthly invoice	NO Additional charges for the service repair and part(s)	No prior approval required to commence work
	At or more than 11% but at or less than 30% of monthly invoice	The government shall compensate the contractor for service & parts required to make repairs	With prior concurrence from COR and approval from the CO (Contracting Officer)
	At or more than 31% of monthly invoice and/or the yearly contract value	The vendor shall provide analysis on repair or replace specific for that component or system of components.	The report can be provide via email or delivered as hardcopy within 24 hours of

		<p>The report shall include at minimum ;</p> <ul style="list-style-type: none"> <li>• History of last type repair made specific to the component ,equipment or system</li> <li>• Cause of breakdown or component failure</li> <li>• Cost of new system [if applicable]</li> <li>• Contractor Recommendations</li> </ul>	<p>equipment, component or system diagnosis to the COR for concurrence, with a review and approval from the CO.</p> <p><b>*IMPORTANT NOTE:</b></p> <p><b>If the contractor fails to follow the procedure in Column (3) Row (3); by providing Analysis Report of Repair and move forward with the purchase of parts and service the equipment, component or system, when the combine amount is at or exceeds 31% of monthly invoice and/or the yearly contract value, the government will not compensate the contractor for the service rendered or parts acquired</b></p>
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#### **XIV. INVOICING –IMPORTANT NOTICE**

The VENDOR shall list the required monthly services and if any, ancillary services (*Applicable Service Repairs & Parts, Emergency, Major Programming and Training provided*) that were rendered for the given month in following manner:

- Monthly PM Services
- Any Ancillary Services
  - (List each separately with listed price per the contract)

One line invoices WILL NOT be accepted. If the invoices are not in manner listed above, the invoices will be return until it properly outlined for review and acceptance.

**XV. MODIFICATIONS-IMPORTANT NOTICE**

**ALL orders or modification outside the scope of contract performance requires express written or verbal approval by the Contracting Officer (CO). Any orders or modifications made that are *NOT* approved by a CO, prior to performance, will result in NO PAYMENT by the Government.**

**XVI. The Contractor Performance Rating**

The contractor performance will be rated and submit via CPARS (Contractor Performance Assessment Report System) every twelve (12) months starting from the contract award date.

**NOTE:** CPARS is web-based data system used by federal contracting professional for assessing a contractor performance on government contracts, that later can be use as past performance determination for future business with the government.

List below are the rating that shall be used for performance on this contract once it starts.

<b>RATING</b>	<b>EXPECTION</b>
<b>EXCEPTIONAL:</b>	Performance meets contractual requirements <i>and exceeds many to the Government's benefit</i> . The contractual performance of the element or sub-element being assessed was accomplished with few minor problems for which corrective actions taken by the contractor were highly effective.
<b>VERY GOOD:</b>	Performance meets contractual requirements and <i>exceeds some</i> , to the Government's benefit. The contractual performance of the element or sub-element being assessed was accomplished with some minor problems for which corrective actions taken by the contractor were effective.
<b>SATISFACTORY</b>	Performance <i>meets</i> contractual requirements. The contractual performance of the elements or sub-elements contains some minor problems for which corrective actions taken by the contractor appear or were satisfactory
<b>MARGINAL</b>	Performance <i>does not meet some</i> of the contractual requirements. The contractual performance of the element or sub-elements being assessed reflects a serious problem for which the contractor has not yet identified corrective actions. The contractor's proposed actions appear only marginally effective or were not fully implemented
<b>UNSATISFACTORY</b>	Performance <i>does not meet</i> the contractual requirements and recovery, is not likely in a timely manner. The contractual performance of the element or sub-element being assessed contains serious problems(s) for which the contractor's corrective actions appear or were ineffective.

**\*\*IMPORTANT NOTE\*\*:** These rating are for performance when this contract commence, and are not part of the evaluation factor use to determine award of this contract. See Clause 52.212-2 Evaluation-Commercial Items (Oct 2014) under Section E for Evaluation Factors for award of contract.

**XVII. TYPE OF CONTRACT**  
**FIRM FIX PRICE**

**A.4 Price/Cost Schedule**

**Item Information**

ITEM NUMBER	DESCRIPTION OF SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	PREVENTIVE MAINTENANCE *MONITORING *MINOR REPAIRS *MINOR PROGRAMMING RELATED TO PM ISSUE, AND *TECHNICAL ADVISEMENT <b>BASE Period</b> <b>POP: Begins: 1-1-2016</b> <b>POP: End: 09-30-2016</b>	9.00	MO		
0002	PROGRAMMING (MAJOR) <b>BASE Period</b> <b>POP: Begins: 1-1-2016</b> <b>POP: End: 09-30-2016</b> (Not to Exceed 80 Hrs. or equivalent dollar amount stated in the line item Per year)	80.00	HR		
0003	EMERGENCY RESPONSE (AFTER HOURSE OR DURING BUSINESS HOURS) <b>BASE Period</b> <b>POP: Begins: 1-1-2016</b> <b>POP: End: 09-30-2016</b> (Not to Exceed 48 Hrs. or equivalent dollar amount stated in the line item Per year)	48.00	HR		
0004	TRAINING <b>BASE Period</b> <b>POP: Begins: 1-1-2016</b> <b>POP: End: 09-30-2016</b> (Not to Exceed 40 Hrs. or equivalent dollar amount stated in the line item Per year)	40.00	HR		
0005	Opt 1-PREVENTIVE MAINTENANCE *MONITORING *MINOR REPAIRS *MINOR PROGRAMMING RELATED TO PM ISSUE, AND *TECHNICAL ADVISEMENT Contract Period: Option 1 POP Begin: 10-01-2016 POP End: 09-30-2017	12.00	MO		

0006	Opt 1-PROGRAMMING (MAJOR) Contract Period: Option 1 POP Begin: 10-01-2016 POP End: 09-30-2017 <b>(Not to Exceed 80 Hrs. or equivalent dollar amount stated in the line item Per year)</b>	80.00	HR		
0007	Opt 1-EMERGENCY RESPONSE (AFTER HOURSE OR DURING BUSINESS HOURS) Contract Period: Option 1 POP Begin: 10-01-2016 POP End: 09-30-2017 <b>(Not to Exceed 48 Hrs. or equivalent dollar amount stated in the line item Per year)</b>	48.00	HR		
0008	Opt 1-TRAINING Contract Period: Option 1 POP Begin: 10-01-2016 POP End: 09-30-2017 <b>(Not to Exceed 40 Hrs. or equivalent dollar amount stated in the line item Per year)</b>	40.00	HR		
0009	Opt 2-PREVENTIVE MAINTENANCE *MONITORING *MINOR REPAIRS *MINOR PROGRAMMING RELATED TO PM ISSUE, AND *TECHNICAL ADVISEMENT Contract Period: Option 2 POP Begin: 10-01-2017 POP End: 09-30-2018	12.00	MO		
0010	Opt 2-PROGRAMMING (MAJOR) Contract Period: Option 2 POP Begin: 10-01-2017 POP End: 09-30-2018 <b>(Not to Exceed 80 Hrs. or equivalent dollar amount stated in the line item Per year)</b>	80.00	HR		
0011	Opt 2-EMERGENCY RESPONSE (AFTER HOURSE OR DURING BUSINESS HOURS) Contract Period: Option 2 POP Begin: 10-01-2017 POP End: 09-30-2018  <b>(Not to Exceed 48 Hrs. or equivalent dollar amount stated</b>	48.00	HR		

<b>in the line item Per year)</b>					
<b>0012</b>	Opt 2-TRAINING Contract Period: Option 2 POP Begin: 10-01-2017 POP End: 09-30-2018 <b>(Not to Exceed 40 Hrs. or equivalent dollar amount stated in the line item Per year)</b>	40.00	HR	_____	_____
<b>0013</b>	Opt 3-PREVENTIVE MAINTENANCE *MONITORING *MINOR REPAIRS *MINOR PROGRAMMING RELATED TO PM ISSUE, AND *TECHNICAL ADVISEMENT Contract Period: Option 3 POP Begin: 10-01-2018 POP End: 09-30-2019	12.00	MO	_____	_____
<b>0014</b>	Opt 3-PROGRAMMING (MAJOR) Contract Period: Option 3 POP Begin: 10-01-2018 POP End: 09-30-2019 <b>(Not to Exceed 80 Hrs. or equivalent dollar amount stated in the line item Per year)</b>	80.00	HR	_____	_____
<b>0015</b>	Opt 3-EMERGENCY RESPONSE (AFTER HOURSE OR DURING BUSINESS HOURS) Contract Period: Option 3 POP Begin: 10-01-2018 POP End: 09-30-2019 <b>(Not to Exceed 48 Hrs. or equivalent dollar amount stated in the line item Per year)</b>	48.00	HR	_____	_____
<b>0016</b>	Opt 3-TRAINING Contract Period: Option 3 POP Begin: 10-01-2018 POP End: 09-30-2019 <b>(Not to Exceed 40 Hrs. or equivalent dollar amount stated in the line item Per year)</b>	40.00	HR	_____	_____
<b>0017</b>	Opt 4-PREVENTIVE MAINTENANCE *MONITORING *MINOR REPAIRS *MINOR PROGRAMMING RELATED TO PM ISSUE, AND *TECHNICAL ADVISEMENT Contract Period: Option 4 POP Begin: 10-01-2019	12.00	MO	_____	_____

POP End: 09-30-2020

<b>0018</b>	Opt 4-PROGRAMMING (MAJOR) Contract Period: Option 4 POP Begin: 10-01-2019 POP End: 09-30-2020 <b>(Not to Exceed 80 Hrs. or equivalent dollar amount stated in the line item Per year)</b>	80.00	HR	_____	_____
<b>0019</b>	Opt 4-EMERGENCY RESPONSE (AFTER HOURSE OR DURING BUSINESS HOURS) Contract Period: Option 4 POP Begin: 10-01-2019 POP End: 09-30-2020 <b>(Not to Exceed 48 Hrs. or equivalent dollar amount stated in the line item Per year)</b>	48.00	HR	_____	_____
<b>0020</b>	Opt 4-TRAINING Contract Period: Option 4 POP Begin: 10-01-2019 POP End: 09-30-2020 <b>(Not to Exceed 40 Hrs. or equivalent dollar amount stated in the line item Per year)</b>	40.00	HR	_____	_____
				<b>GRAND TOTAL</b>	_____

## A.5 Delivery Schedule

ITEM NUMBER			DELIVERY DATE
<b>0001-0004</b>	<b>Place of Performance:</b>	Jack C. Montgomery VA Medical Center 1011 Honor Heights Dr. Muskogee, OK 74401 1318	09-30-2016

## 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 Representation (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).

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

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

[X] (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).

[X] (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.

[X] (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).

[X] (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).
- ☒ (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).

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- ☒ (4) 52.222-43, Fair Labor Standards Act and Service Contract Labor Standards—Price Adjustment (Multiple Year and Option Contracts) (MAY 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).
- ☐ (5) 52.222-44, Fair Labor Standards Act and Service Contract Labor Standards—Price Adjustment (MAY 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).
- ☐ (6) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment—Requirements (MAY 2014) (41 U.S.C. chapter 67).
- ☐ (7) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services—Requirements (MAY 2014) (41 U.S.C. chapter 67).
- ☐ (8) 52.222-55, Minimum Wages Under Executive Order 13658 (DEC 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, Nondisplacement 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.3 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)**

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

(End of Clause)

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

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

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

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

(End of Clause)

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

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

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

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

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

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

(End of Clause)

## **C.6 52.246-4 INSPECTION OF SERVICES—FIXED-PRICE (AUG 1996)**

(a) *Definitions.* "Services," as used in this clause, includes services performed, workmanship, and material furnished or utilized in the performance of services.

(b) The Contractor shall provide and maintain an inspection system acceptable to the Government covering the services under this contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the Government during contract performance and for as long afterwards as the contract requires.

(c) The Government has the right to inspect and test all services called for by the contract, to the extent practicable at all times and places during the term of the contract. The Government shall perform inspections and tests in a manner that will not unduly delay the work.

(d) If the Government performs inspections or tests on the premises of the Contractor or a subcontractor, the Contractor shall furnish, and shall require subcontractors to furnish, at no increase in contract price, all reasonable facilities and assistance for the safe and convenient performance of these duties.

(e) If any of the services do not conform with contract requirements, the Government may require the Contractor to perform the services again in conformity with contract requirements, at no increase in contract amount. When the defects in services cannot be corrected by reperformance, the Government may (1) require the Contractor to take necessary action to ensure that future performance conforms to contract requirements and (2) reduce the contract price to reflect the reduced value of the services performed.

(f) If the Contractor fails to promptly perform the services again or to take the necessary action to ensure future performance in conformity with contract requirements, the Government may (1) by contract or otherwise, perform the services and charge to the Contractor any cost incurred by the Government that is directly related to the performance of such service or (2) terminate the contract for default.

(End of Clause)

## C.7 SUPPLEMENTAL INSURANCE REQUIREMENTS

In accordance with FAR 28.307-2 and FAR 52.228-5, the following minimum coverage shall apply to this contract:

(a) Workers' compensation and employers liability: Contractors are required to comply with applicable Federal and State workers' compensation and occupational disease statutes. If occupational diseases are not compensable under those statutes, they shall be covered under the employer's liability section of the insurance policy, except when contract operations are so commingled with a Contractor's commercial operations that it would not be practical to require this coverage. Employer's liability coverage of at least \$100,000 is required, except in States with exclusive or monopolistic funds that do not permit workers' compensation to be written by private carriers.

(b) General Liability: \$500,000.00 per occurrences.

(c) Automobile liability: \$200,000.00 per person; \$500,000.00 per occurrence and \$20,000.00 property damage.

(d) The successful bidder must present to the Contracting Officer, prior to award, evidence of general liability insurance without any exclusionary clauses for asbestos that would void the general liability coverage.

(End of Clause)

## C.8 52.242-13 BANKRUPTCY (JUL 1995)

In the event the Contractor enters into proceedings relating to bankruptcy, whether voluntary or involuntary, the Contractor agrees to furnish, by certified mail or electronic commerce method authorized by the contract, written notification of the bankruptcy to the Contracting Officer responsible for administering the contract. This notification shall be furnished within five days of the initiation of the proceedings relating to bankruptcy filing. This notification shall include the date on which the bankruptcy petition was filed, the identity of the court in which the bankruptcy petition was filed, and a listing of Government contract numbers and contracting offices for all Government contracts against which final payment has not been made. This obligation remains in effect until final payment under this contract.

(End of Clause)

## C.9 VAAR 852.203-70 COMMERCIAL ADVERTISING (JAN 2008)

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

(End of Clause)

## **C.10 52.219-14 LIMITATIONS ON SUBCONTRACTING (NOV 2011)**

(a) This clause does not apply to the unrestricted portion of a partial set-aside.

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

(1) Contracts that have been set aside or reserved for small business concerns or 8(a) concerns;

(2) Part or parts of a multiple-award contract that have been set aside for small business concerns or 8(a) concerns; and

(3) Orders set aside for small business or 8(a) concerns under multiple-award contracts as described in 8.405-5 and 16.505(b)(2)(i)(F).

(c) By submission of an offer and execution of a contract, the Offeror/Contractor agrees that in performance of the contract in the case of a contract for—

(1) *Services (except construction)*. At least 50 percent of the cost of contract performance incurred for personnel shall be expended for employees of the concern.

(2) *Supplies (other than procurement from a nonmanufacturer of such supplies)*. The concern shall perform work for at least 50 percent of the cost of manufacturing the supplies, not including the cost of materials.

(3) *General construction*. The concern will perform at least 15 percent of the cost of the contract, not including the cost of materials, with its own employees.

(4) *Construction by special trade contractors*. The concern will perform at least 25 percent of the cost of the contract, not including the cost of materials, with its own employees.

(End of Clause)

## **C.11 VAAR 852.215-70 SERVICE-DISABLED VETERAN-OWNED AND VETERAN-OWNED SMALL BUSINESS EVALUATION FACTORS (DEC 2009)**

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

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

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

(End of Provision)



**C.12 VAAR 852.215-71 EVALUATION FACTOR COMMITMENTS (DEC 2009)**

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

(End of Clause)

**C.13 VAAR 852.232-72 ELECTRONIC SUBMISSION OF PAYMENT REQUESTS (NOV 2012)**

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

- (1) *Contract financing payment* has the meaning given in FAR 32.001.
- (2) *Designated agency office* has the meaning given in 5 CFR 1315.2(m).
- (3) *Electronic form* means an automated system transmitting information electronically according to the

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

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

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

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

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

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

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

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

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

- (1) Awards made to foreign vendors for work performed outside the United States;
- (2) Classified contracts or purchases when electronic submission and processing of payment requests could compromise the safeguarding of classified or privacy information;
- (3) Contracts awarded by contracting officers in the conduct of emergency operations, such as responses to national emergencies;

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

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

(End of Clause)

#### **C.14 VAAR 852.237-70 CONTRACTOR RESPONSIBILITIES (APR 1984)**

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

(End of Clause)

#### **C.15 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)**

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

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

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

(End of Clause)

<b><u>FAR Number</u></b>	<b><u>Title</u></b>	<b><u>Date</u></b>
52.212-4	CONTRACT TERMS & CONDITIONS-COMMERICAL ITEMS	MAY 2015
52.233-3	PROTEST AFTER AWARD ALTERNATE I (JUN 1985)	AUG 1996
52.203-17	CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS	APR 2014
52.222-43	FAIR LABOR STANDARDS ACT AND SERVICE CONTRACT LABOR STANDARDS—PRICE ADJUSTMENT (MULTIPLE YEAR AND OPTION CONTRACTS)	MAY 2014
52.222-55	MINIMUM WAGES UNDER EXECUTIVE ORDER 13658	DEC 2014
52.232-18	AVAILABILITY OF FUNDS	APR 1984
52.243-1	CHANGES-FIXED PRICE-ALTERNATE I (APR 1984)	AUG 1987
52.232-40	PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS	DEC 2013

## **SECTION D - CONTRACT DOCUMENTS, EXHIBITS, OR ATTACHMENTS**

See attached document: Network Drawings (updated).

See attached document: Attachment P1- Hospital Parking.

See attached document: Attachment P2- Hatbox Offsite Parking.

## SECTION E - SOLICITATION PROVISIONS

<u>FAR Number</u>	<u>Title</u>	<u>Date</u>
52.207-1	NOTICE OF STANDARD COMPETITION	MAY 2006
52.207-2	NOTICE OF STREAMLINED COMPETITION	MAY 2006

### E.1 52.212-1 INSTRUCTIONS TO OFFERORS—COMMERCIAL ITEMS (APR 2014)

(a) *North American Industry Classification System (NAICS) code and small business size standard.* The NAICS code and small business size standard for this acquisition appear on page two this combine synopsis/ solicitation. However, the small business size standard for a concern which submits an offer in its own name, but which proposes to furnish an item which it did not it-self manufacture, is 500 employees.

(b) *Submission of offers.* The following documents shall make up the contractors proposal:

- Performance Work Statement (PWS)
- Quality Assurance Surveillance Plan (QASP)
- A.4 Price/Cost Schedule- completed with grand total
- Insurance verification
- Income Statement & Balance Sheet of the last (3) quarters
- Acknowledgement of Solicitation Amendments (IF APPLICABLE)
- Teaming Agreement (IF APPLICABLE)
- References (Minimum of 3-No more than 4)

(c) Format for Proposal

1. PWS & QASP-Type – FONT: Time New Roman: Size 12
2. Technical information (Experience & education etc..)
3. References (Minimum of 3-No more than 4)
4. Teaming Agreement (IF APPLICABLE)
5. Pricing (separate)
6. Financial Documents (Income Statement & Balance Sheet)
7. Insurance Information
8. Amendments (IF APPLICABLE)

\*\*\*\*If the listed documents in section (b) above are not provided at or before the exact time specified on page 3 (December 21, 2015-1:00 PM CST) of this solicitation your offer **WILL NOT** be accepted and considered for this solicitation.

Email Proposal to [tony.mathews2@va.gov](mailto:tony.mathews2@va.gov)

**Maximum allowable attachments up to 5Mb**

(NOTE: **IF** you have problem sending the required listed documents above, do the following:

- Send your documents in parts.
- If so, please note in subject line each *Part* (i.e. *Part 1-Include PWS & QASP; Part 2 include Technical Information & Price...etc.*) you may also state the description of which *Part* in body of the email.

**IMPORTANT NOTE:** ***IF*** you have to follow the above procedure to email your documents; ***ALL Parts*** need shall be submitted prior to the due date listed above to make your proposal complete. Any parts of the proposal submitted after the due date, will make your proposal incomplete in accordance with the *Submission of Offers* required documents in section (b) of this page, thus making it unacceptable and not for review.

1. **\*NOTE:** If an emergency or unanticipated event interrupts normal Government processes so that offers cannot be received at the Government office designated for receipt of offers by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation or other notice of an extension of the closing date, the time specified for receipt of offers will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.
2. Offers may be withdrawn by written notice received at any time before the exact time set for receipt of offers.

(c) *Period for acceptance of offers.* The offeror agrees to hold the prices in its offer firm for 30 calendar days from the dates specified for receipt of offers, unless another time is period is specified in an addendum to the solicitation.

(j) *Data Universal Numbering System (DUNS) Number.* (Applies to all offers exceeding \$3,000, and offers of \$3,000 or less if the solicitation requires the Contractor to be registered in the System for Award Management (SAM) database. The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" or "DUNS +4" followed by the DUNS or DUNS +4 number that identifies the offeror's name and address. The DUNS +4 is the DUNS number plus a 4-character suffix that may be assigned at the discretion of the offeror to establish additional SAM records for identifying alternative Electronic Funds Transfer (EFT) accounts (see FAR Subpart 32.11) for the same concern. If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one. An offeror within the United States may contact Dun and Bradstreet by calling 1-866-705-5711 or via the internet at <http://www.fedgov.dnb.com/webform>. An offeror located outside the United States must contact the local Dun and Bradstreet office for a DUNS number. The offeror should indicate that it is an offeror for a Government contract when contacting the local Dun and Bradstreet office.

(k) *System for Award Management.* Unless exempted by an addendum to this solicitation, by submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the SAM database prior to award, during performance and through final payment of any contract resulting from this solicitation. If the Offeror does not become registered in the SAM database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror. Offerors may obtain information on registration and annual confirmation requirements via the SAM database accessed through <https://www.acquisition.gov>.

(End of Provision)

## VAAR 852.273-70 LATE OFFERS (JAN 2003)

This provision replaces paragraph (f) of FAR provision 52.212-1. Offers or modifications of offers received after the time set forth in a request for quotations or request for proposals may be considered, at the discretion of the contracting officer, if determined to be in the best interest of the Government. Late bids submitted in response to an invitation for bid (IFB) will not be considered.

(End of Provision)

## E.2 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:

- PWS & QASP combine-Evaluate *your approach* and *maintenance of the acceptable quality level* for contract performance.
- Technical (certification a plus)
- Past Performance (Experience in the field of service)
  - (PPIRS) Past Performance Information Retrieval System for Government Contracts- may play part in determining past performance.
- Price

Technical and past performance, when combined, is approximately equal to cost or price.

(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.3 52.233-2 SERVICE OF PROTEST (SEP 2006)

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

ATTN: CONTRACTING DEPARTMENT

Hand-Carried Address:

Department of Veterans Affairs

Network Contracting Officer 16

ATTN: P&C, 90c

2410 E Shawnee, Suite G

Muskogee OK 74403

Mailing Address:

Department of Veterans Affairs

Jack C. Montgomery VA Medical Center

ATTN: Purchasing & Contracting (90c)

1011 Honor Heights Drive

Muskogee OK 74401-1318

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

(End of Provision)

#### **E.4 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:

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(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
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(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](mailto: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:

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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:

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Highest-level owner legal name:

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

(End of Provision)

## SECTION H. DEPARTMENT OF LABOR WAGE DETERMINATION

The McNamara-O'Hara Service Contract Act (SCA) applies to every contract entered into by the United States or the District of Columbia, the principal purpose of which is to furnish services to the United States through the use of service employees. The SCA requires contractors and subcontractors performing services on covered federal or District of Columbia contracts in excess of \$2,500 to pay service employees in various classes no less than the monetary wage rates and to furnish fringe benefits found prevailing in the locality, or the rates (including prospective increases) contained in a predecessor contractor's collective bargaining agreement. Safety and health standards also apply to such contracts.

**Your business or organization may be subject to a Poster requirement at the place of performance for employees providing this service under this government contract; Failure of posting could result in fines from the Secretary of Labor.**

Therefore, to determine your business or organization posting requirements please visit the site listed below as the first step for determining poster requirements.

<http://webapps.dol.gov/elaws/posters.htm>

Once you get to the site, please review the opening comments. To start the process click the Red box label **"Begin FirstStep Poster Advisor Now"**

Other useful site

<http://www.dol.gov/oasam/boc/osdbu/sbrefa/poster/matrix.htm>

WD 05-2433 (Rev.-16) was first posted on www.wdol.gov on 07/14/2015

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REGISTER OF WAGE DETERMINATIONS UNDER		U.S. DEPARTMENT OF LABOR
THE SERVICE CONTRACT ACT		EMPLOYMENT STANDARDS ADMINISTRATION
By direction of the Secretary of Labor		WAGE AND HOUR DIVISION
		WASHINGTON D.C. 20210
		Wage Determination No.: 2005-2433
Daniel W. Simms	Division of	Revision No.: 16
Director	Wage Determinations	Date Of Revision: 07/08/2015

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

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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](http://www.dol.gov/whd/govcontracts).

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State: Oklahoma

Area: Oklahoma Counties of Adair, Cherokee, Choctaw, Craig, Creek, Delaware, Haskell, Kay, Latimer, Le Flore, Mayes, McCurtain, McIntosh, Muskogee, Nowata, Okfuskee, Okmulgee, Osage, Ottawa, Pawnee, Pittsburg, Pushmataha, Rogers, Sequoyah, Tulsa, Wagoner, Washington

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**\*\*Fringe Benefits Required Follow the Occupational Listing\*\***

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		12.60
01012 - Accounting Clerk II		15.33
01013 - Accounting Clerk III		17.78
01020 - Administrative Assistant		19.04
01040 - Court Reporter		19.66
01051 - Data Entry Operator I		10.88
01052 - Data Entry Operator II		11.86
01060 - Dispatcher, Motor Vehicle		17.99
01070 - Document Preparation Clerk		12.66
01090 - Duplicating Machine Operator		12.66
01111 - General Clerk I		11.08
01112 - General Clerk II		12.83
01113 - General Clerk III		16.83

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01120 - Housing Referral Assistant	15.78
01141 - Messenger Courier	11.72
01191 - Order Clerk I	11.83
01192 - Order Clerk II	13.79
01261 - Personnel Assistant (Employment) I	13.16
01262 - Personnel Assistant (Employment) II	14.43
01263 - Personnel Assistant (Employment) III	17.57
01270 - Production Control Clerk	18.65
01280 - Receptionist	11.23
01290 - Rental Clerk	13.33
01300 - Scheduler, Maintenance	12.39
01311 - Secretary I	12.39
01312 - Secretary II	13.86
01313 - Secretary III	15.78
01320 - Service Order Dispatcher	14.95
01410 - Supply Technician	19.04
01420 - Survey Worker	13.71
01531 - Travel Clerk I	12.32
01532 - Travel Clerk II	13.14
01533 - Travel Clerk III	13.77
01611 - Word Processor I	11.77
01612 - Word Processor II	13.35
01613 - Word Processor III	14.97
05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer, Fiberglass	19.15
05010 - Automotive Electrician	18.19
05040 - Automotive Glass Installer	17.24
05070 - Automotive Worker	17.24
05110 - Mobile Equipment Servicer	15.14
05130 - Motor Equipment Metal Mechanic	19.15
05160 - Motor Equipment Metal Worker	17.24

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05190 - Motor Vehicle Mechanic	17.91
05220 - Motor Vehicle Mechanic Helper	13.98
05250 - Motor Vehicle Upholstery Worker	16.08
05280 - Motor Vehicle Wrecker	17.19
05310 - Painter, Automotive	18.22
05340 - Radiator Repair Specialist	17.24
05370 - Tire Repairer	13.29
05400 - Transmission Repair Specialist	19.15
07000 - Food Preparation And Service Occupations	
07010 - Baker	11.11
07041 - Cook I	9.79
07042 - Cook II	11.11
07070 - Dishwasher	8.05
07130 - Food Service Worker	7.83
07210 - Meat Cutter	12.17
07260 - Waiter/Waitress	8.38
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	16.54
09040 - Furniture Handler	11.67
09080 - Furniture Refinisher	16.54
09090 - Furniture Refinisher Helper	13.06
09110 - Furniture Repairer, Minor	14.73
09130 - Upholsterer	16.54
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	11.50
11060 - Elevator Operator	9.38
11090 - Gardener	12.57
11122 - Housekeeping Aide	9.38
11150 - Janitor	9.38
11210 - Laborer, Grounds Maintenance	10.68
11240 - Maid or Houseman	8.48

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11260 - Pruner	10.07
11270 - Tractor Operator	12.41
11330 - Trail Maintenance Worker	10.68
11360 - Window Cleaner	10.05
12000 - Health Occupations	
12010 - Ambulance Driver	13.51
12011 - Breath Alcohol Technician	15.83
12012 - Certified Occupational Therapist Assistant	19.42
12015 - Certified Physical Therapist Assistant	21.72
12020 - Dental Assistant	13.38
12025 - Dental Hygienist	31.40
12030 - EKG Technician	18.82
12035 - Electroneurodiagnostic Technologist	18.82
12040 - Emergency Medical Technician	13.51
12071 - Licensed Practical Nurse I	14.15
12072 - Licensed Practical Nurse II	15.83
12073 - Licensed Practical Nurse III	17.66
12100 - Medical Assistant	13.05
12130 - Medical Laboratory Technician	14.15
12160 - Medical Record Clerk	12.54
12190 - Medical Record Technician	14.03
12195 - Medical Transcriptionist	14.83
12210 - Nuclear Medicine Technologist	29.46
12221 - Nursing Assistant I	10.26
12222 - Nursing Assistant II	11.53
12223 - Nursing Assistant III	12.59
12224 - Nursing Assistant IV	14.12
12235 - Optical Dispenser	14.54
12236 - Optical Technician	13.51
12250 - Pharmacy Technician	13.40
12280 - Phlebotomist	13.60



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12305 - Radiologic Technologist	21.91
12311 - Registered Nurse I	20.03
12312 - Registered Nurse II	24.51
12313 - Registered Nurse II, Specialist	24.51
12314 - Registered Nurse III	29.66
12315 - Registered Nurse III, Anesthetist	29.66
12316 - Registered Nurse IV	35.55
12317 - Scheduler (Drug and Alcohol Testing)	19.62
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	18.95
13012 - Exhibits Specialist II	22.25
13013 - Exhibits Specialist III	27.23
13041 - Illustrator I	18.95
13042 - Illustrator II	22.25
13043 - Illustrator III	27.23
13047 - Librarian	20.68
13050 - Library Aide/Clerk	8.51
13054 - Library Information Technology Systems Administrator	19.12
13058 - Library Technician	13.71
13061 - Media Specialist I	13.50
13062 - Media Specialist II	15.11
13063 - Media Specialist III	16.84
13071 - Photographer I	15.06
13072 - Photographer II	17.50
13073 - Photographer III	20.54
13074 - Photographer IV	25.14
13075 - Photographer V	30.42
13110 - Video Teleconference Technician	15.24
14000 - Information Technology Occupations	
14041 - Computer Operator I	14.71

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14042 - Computer Operator II	16.45
14043 - Computer Operator III	21.59
14044 - Computer Operator IV	25.11
14045 - Computer Operator V	27.62
14071 - Computer Programmer I	22.27
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	14.71
14160 - Personal Computer Support Technician	28.80
15000 - Instructional Occupations	
15010 - Aircrew Training Devices Instructor (Non-Rated)	28.14
15020 - Aircrew Training Devices Instructor (Rated)	34.04
15030 - Air Crew Training Devices Instructor (Pilot)	40.79
15050 - Computer Based Training Specialist / Instructor	28.14
15060 - Educational Technologist	23.62
15070 - Flight Instructor (Pilot)	40.79
15080 - Graphic Artist	19.06
15090 - Technical Instructor	18.16
15095 - Technical Instructor/Course Developer	22.74
15110 - Test Proctor	14.65
15120 - Tutor	14.65
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

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16110 - Presser, Machine, Drycleaning	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)	18.19
19040 - Tool And Die Maker	22.21
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	13.47
21030 - Material Coordinator	18.65
21040 - Material Expediter	18.65
21050 - Material Handling Laborer	10.84
21071 - Order Filler	11.20
21080 - Production Line Worker (Food Processing)	13.47
21110 - Shipping Packer	13.44
21130 - Shipping/Receiving Clerk	13.44
21140 - Store Worker I	12.19
21150 - Stock Clerk	16.90
21210 - Tools And Parts Attendant	13.47
21410 - Warehouse Specialist	13.47
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	20.96
23021 - Aircraft Mechanic I	19.95
23022 - Aircraft Mechanic II	20.96
23023 - Aircraft Mechanic III	22.00
23040 - Aircraft Mechanic Helper	14.56
23050 - Aircraft, Painter	18.74
23060 - Aircraft Servicer	16.75
23080 - Aircraft Worker	17.96

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23110 - Appliance Mechanic	17.65
23120 - Bicycle Repairer	13.29
23125 - Cable Splicer	19.25
23130 - Carpenter, Maintenance	16.54
23140 - Carpet Layer	17.23
23160 - Electrician, Maintenance	21.97
23181 - Electronics Technician Maintenance I	20.84
23182 - Electronics Technician Maintenance II	23.49
23183 - Electronics Technician Maintenance III	27.74
23260 - Fabric Worker	16.31
23290 - Fire Alarm System Mechanic	17.96
23310 - Fire Extinguisher Repairer	15.13
23311 - Fuel Distribution System Mechanic	19.30
23312 - Fuel Distribution System Operator	15.69
23370 - General Maintenance Worker	16.08
23380 - Ground Support Equipment Mechanic	19.95
23381 - Ground Support Equipment Servicer	16.75
23382 - Ground Support Equipment Worker	17.96
23391 - Gunsmith I	15.36
23392 - Gunsmith II	17.13
23393 - Gunsmith III	18.90
23410 - Heating, Ventilation And Air-Conditioning Mechanic	18.91
23411 - Heating, Ventilation And Air Contditioning Mechanic (Research Facility)	19.95
23430 - Heavy Equipment Mechanic	19.75
23440 - Heavy Equipment Operator	17.41
23460 - Instrument Mechanic	18.90
23465 - Laboratory/Shelter Mechanic	18.04
23470 - Laborer	10.84
23510 - Locksmith	18.02

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23530 - Machinery Maintenance Mechanic	18.52
23550 - Machinist, Maintenance	17.41
23580 - Maintenance Trades Helper	13.06
23591 - Metrology Technician I	18.90
23592 - Metrology Technician II	19.72
23593 - Metrology Technician III	20.72
23640 - Millwright	24.46
23710 - Office Appliance Repairer	19.68
23760 - Painter, Maintenance	16.48
23790 - Pipefitter, Maintenance	18.93
23810 - Plumber, Maintenance	18.07
23820 - Pneudraulic Systems Mechanic	18.90
23850 - Rigger	20.95
23870 - Scale Mechanic	17.13
23890 - Sheet-Metal Worker, Maintenance	17.41
23910 - Small Engine Mechanic	15.67
23931 - Telecommunications Mechanic I	25.74
23932 - Telecommunications Mechanic II	27.10
23950 - Telephone Lineman	24.55
23960 - Welder, Combination, Maintenance	17.41
23965 - Well Driller	17.41
23970 - Woodcraft Worker	18.90
23980 - Woodworker	13.97
24000 - Personal Needs Occupations	
24570 - Child Care Attendant	10.22
24580 - Child Care Center Clerk	13.07
24610 - Chore Aide	8.34
24620 - Family Readiness And Support Services Coordinator	14.48
24630 - Homemaker	16.29
25000 - Plant And System Operations Occupations	

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25010 - Boiler Tender	20.84
25040 - Sewage Plant Operator	16.54
25070 - Stationary Engineer	20.84
25190 - Ventilation Equipment Tender	14.77
25210 - Water Treatment Plant Operator	16.54
27000 - Protective Service Occupations	
27004 - Alarm Monitor	13.51
27007 - Baggage Inspector	11.40
27008 - Corrections Officer	12.86
27010 - Court Security Officer	16.43
27030 - Detection Dog Handler	13.80
27040 - Detention Officer	12.86
27070 - Firefighter	19.43
27101 - Guard I	11.40
27102 - Guard II	13.80
27131 - Police Officer I	18.67
27132 - Police Officer II	20.74
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	11.88
28042 - Carnival Equipment Repairer	12.87
28043 - Carnival Equipment Worker	8.97
28210 - Gate Attendant/Gate Tender	14.00
28310 - Lifeguard	11.48
28350 - Park Attendant (Aide)	15.66
28510 - Recreation Aide/Health Facility Attendant	11.44
28515 - Recreation Specialist	17.14
28630 - Sports Official	12.47
28690 - Swimming Pool Operator	15.68
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	17.55
29020 - Hatch Tender	17.55

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29030 - Line Handler	17.55
29041 - Stevedore I	16.72
29042 - Stevedore II	18.49
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	17.97
30022 - Archeological Technician II	20.87
30023 - Archeological Technician III	25.85
30030 - Cartographic Technician	25.85
30040 - Civil Engineering Technician	23.31
30061 - Drafter/CAD Operator I	17.97
30062 - Drafter/CAD Operator II	20.87
30063 - Drafter/CAD Operator III	23.28
30064 - Drafter/CAD Operator IV	28.64
30081 - Engineering Technician I	17.13
30082 - Engineering Technician II	19.23
30083 - Engineering Technician III	21.51
30084 - Engineering Technician IV	26.65
30085 - Engineering Technician V	32.59
30086 - Engineering Technician VI	39.44
30090 - Environmental Technician	19.54
30210 - Laboratory Technician	23.28
30240 - Mathematical Technician	25.85
30361 - Paralegal/Legal Assistant I	18.26
30362 - Paralegal/Legal Assistant II	21.08
30363 - Paralegal/Legal Assistant III	24.49
30364 - Paralegal/Legal Assistant IV	31.22
30390 - Photo-Optics Technician	25.85
30461 - Technical Writer I	21.14

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30462 - Technical Writer II	25.86
30463 - Technical Writer III	31.27
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 Surface Programs	(see 2) 23.28
30621 - Weather Observer, Senior	(see 2) 25.85
31000 - Transportation/Mobile Equipment Operation Occupations	
31020 - Bus Aide	9.70
31030 - Bus Driver	13.09
31043 - Driver Courier	11.85
31260 - Parking and Lot Attendant	8.14
31290 - Shuttle Bus Driver	12.58
31310 - Taxi Driver	9.57
31361 - Truckdriver, Light	12.58
31362 - Truckdriver, Medium	13.35
31363 - Truckdriver, Heavy	18.54
31364 - Truckdriver, Tractor-Trailer	18.54
99000 - Miscellaneous Occupations	
99030 - Cashier	8.02
99050 - Desk Clerk	10.22
99095 - Embalmer	22.74
99251 - Laboratory Animal Caretaker I	9.55
99252 - Laboratory Animal Caretaker II	10.15
99310 - Mortician	22.74
99410 - Pest Controller	14.80
99510 - Photofinishing Worker	10.02
99710 - Recycling Laborer	12.34



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99711 - Recycling Specialist	14.05
99730 - Refuse Collector	11.84
99810 - Sales Clerk	12.10
99820 - School Crossing Guard	9.01
99830 - Survey Party Chief	22.23
99831 - Surveying Aide	13.20
99832 - Surveying Technician	20.88
99840 - Vending Machine Attendant	12.74
99841 - Vending Machine Repairer	15.68
99842 - Vending Machine Repairer Helper	12.74

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ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

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

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 5 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of 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 regrading 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.

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.