

| | | | | | | | | | | | | | |
|--|--|--|--|---|--|--|--|--|--|------------------|--|------------|--|
| SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30 | | | | | | 1. REQUISITION NO. 777-16-3-2707-0023 | | PAGE 1 OF 47 | | | | | |
| 2. CONTRACT NO. | | 3. AWARD/EFFECTIVE DATE | | 4. ORDER NO. | | 5. SOLICITATION NUMBER VA777-16-Q-0148 | | 6. SOLICITATION ISSUE DATE 06-14-2016 | | | | | |
| 7. FOR SOLICITATION INFORMATION CALL: | | a. NAME Charles Hampton | | | | b. TELEPHONE NO. (No Collect Calls) 314-894-6656 x65101 | | 8. OFFER DUE DATE/LOCAL TIME 06-21-2016 3:00 PM EST | | | | | |
| 9. ISSUED BY Department of Veteran Affairs SAO East PCAE STL Contracting Officer 11152 South Towne Square Saint Louis MO 63123 | | | | CODE | | | | 10. THIS ACQUISITION IS <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input checked="" type="checkbox"/> UNRESTRICTED OR <input type="checkbox"/> SET ASIDE: WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM EDWOSB NAICS: 561920 SIZE STANDARD: \$11 Million | | | | | |
| 11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input checked="" type="checkbox"/> SEE SCHEDULE | | 12. DISCOUNT TERMS | | 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) | | 13b. RATING N/A | | 14. METHOD OF SOLICITATION <input checked="" type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP | | | | | |
| 15. DELIVER TO Department of Veteran Affairs Employee Education System (EES) 11152 South Towne Square Saint Louis MO 63123 | | | | CODE | | See Attached | | 16. ADMINISTERED BY Department of Veterans Affairs SAO East PCAE STL Contracting Officer 11152 South Towne Square Saint Louis MO 63123 | | | | | |
| 17a. CONTRACTOR/OFFEROR CODE | | | | FACILITY CODE | | | | 18a. PAYMENT WILL BE MADE BY Department of Veterans Affairs FMS-EES ATTN: 104/MAILPREP P.O. BOX 149971 Austin TX 78714 | | | | | |
| TELEPHONE NO. | | DUNS: | | DUNS+4: | | PHONE: | | FAX: | | | | | |
| <input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER | | | | 18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM | | | | | | | | | |
| 19. ITEM NO. | | 20. See CONTINUATION Page SCHEDULE OF SUPPLIES/SERVICES | | | | 21. QUANTITY | | 22. UNIT | | 23. UNIT PRICE | | 24. AMOUNT | |
| | | | | | | | | | | | | | |
| | | (Use Reverse and/or Attach Additional Sheets as Necessary) | | | | | | | | | | | |
| 25. ACCOUNTING AND APPROPRIATION DATA See CONTINUATION Page | | | | | | | | 26. TOTAL AWARD AMOUNT (For Govt. Use Only) | | | | | |
| <input checked="" type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA | | | | | | | | <input type="checkbox"/> ARE <input checked="" type="checkbox"/> ARE NOT ATTACHED. | | | | | |
| <input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA | | | | | | | | <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED | | | | | |
| <input type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED | | | | | | <input type="checkbox"/> 29. AWARD OF CONTRACT: REF. _____ OFFER DATED _____. YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN IS ACCEPTED AS TO ITEMS: | | | | | | | |
| 30a. SIGNATURE OF OFFEROR/CONTRACTOR | | | | | | 31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER) | | | | | | | |
| 30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT) | | | | 30c. DATE SIGNED | | 31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) | | | | 31c. DATE SIGNED | | | |

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SECTION B - CONTINUATION OF SF 1449 BLOCKS

B.1 CONTRACT ADMINISTRATION DATA

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

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

a. CONTRACTOR:

b. GOVERNMENT: Contracting Officer 36C777

Department of Veteran Affairs

SAO East

PCAE STL Contracting Officer

11152 South Towne Square

Saint Louis MO 63123

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

- [X] 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 []

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

Department of Veterans Affairs

FMS-EES

ATTN: 104/MAILPREP

P.O. BOX 149971

Austin TX 78714

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

| AMENDMENT NO | DATE |
|--------------|------|
| | |

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

This solicitation includes . 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.

B.3 PRICE/COST SCHEDULE

ITEM INFORMATION

| ITEM NUMBER | DESCRIPTION OF SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|-------------|--|----------|------|--------------------|--------|
| 0001 | 8' skirted tables and folding chairs | 1.00 | UN | | |
| 0002 | Pipe and Drape (8' and 3') | 1.00 | UN | | |
| 0003 | Custom registration booths with custom NVGAG logo | 4.00 | EA | | |
| 0004 | Schedule of Event Displays | 2.00 | EA | | |
| 0005 | Labor services for set-up and breakdown of pipe and drape, and loading and unloading of all equipment from loading dock. | 1.00 | JB | | |
| | | | | GRAND TOTAL | |

B.4 DELIVERY SCHEDULE

| ITEM NUMBER | QUANTITY | DELIVERY DATE |
|-------------|----------|---------------|
| 0001 | 1.00 | |
| 0002 | 1.00 | |
| 0003 | 4.00 | |
| 0004 | 2.00 | |
| 0005 | 1.00 | |

1.0 BACKGROUND

The National Veterans Golden Age Games (NVGAG) is the premier senior adaptive rehabilitation program in the United States, and the only national multi-event sports and recreational seniors' competition program designed to improve the quality of life for all older Veterans, including those with a wide range of abilities and disabilities. The NVGAG is one of the most progressive and adaptive rehabilitative senior sports programs in the world. The Games serve as a qualifying event for competition in the National Senior Games in a number of competitive events.

2.0 SCOPE

The Contractor shall provide all exhibition hall labor and decorating needs at the COBO Convention Center required for hosting the 30th National Veterans Golden Age Games. This will include: pipe and draping, tables and chairs, registration booths and labor. The time frame for this is five (5) days post-contract award through July 15, 2016. The COBO Convention Center is located at One Washington Blvd., Detroit, MI 48226.

3.0 REFERENCES/CONTACTS

- www.veteransgoldenagegames.va.gov- National Veterans Golden Age Games
- **Jeanene LeSure**- Main Contact/Contracting Officer Representative (COR)
(813) 903-4582-office
(813) 610-6437-cell
Jeanene.lesure@va.gov
- **Carla Carmichael**- Program Director
(202) 461-0429-office
(202) 257-8090-cell
Carla.carmichael@va.gov

NATIONAL VETERANS GOLDEN AGE GAMES

COBO SHOW CONTRACTOR

July 8-15, 2016

STATEMENT OF WORK

- **2016 Complete Event Schedule**



- **Dave Austin-** COBO Senior Sales Manager
- **TBD-** Cobo Event Manager

4.0 PLACE OF PERFORMANCE / HOURS OF OPERATION

The location where Contractor will be required to provide work is the COBO Convention Center, One Washington Blvd., Detroit, MI 48226.

The Contractor's on site personnel will require proper identification at all times while working at the COBO Convention Center. Contractor shall be required to comply with all security and personnel identification processes expected by the facility.

5.0 PERIOD OF PERFORMANCE

Five (5) days post-contract award through July 15, 2016

6.0 SPECIAL REQUIREMENTS

Contractor will be required to provide the services and tasks outlined in the following Contracting Line Item Numbers (CLINs):

CLIN 001: TABLES AND FOLDING CHAIRS

- Contractor will provide tables and folding black chairs as outlined below:

| Description | 8' skirted (white or black) table | Chairs | Location | Date(s) Req'd |
|-----------------------------|---|--------|------------------------------------|---------------|
| Expo | 100 | 200 | Exhibit Hall B | 7/8-7/10 |
| Registration | 8 | 20 | Lobby Outside Exhibit Halls A/B | 7/8-7/10 |
| Horseshoes | 4 | 8 | Exhibit Hall A | 7/8-7/15 |
| Memorabilia-Fine Designs | 2 | 3 | Lobby Outside Exhibit Halls A/B | 7/8-7/14 |

NATIONAL VETERANS GOLDEN AGE GAMES**COBO SHOW CONTRACTOR****July 8-15, 2016****STATEMENT OF WORK**

| | | | | |
|---------------------|---|----|---------------------------------------|-----------|
| Nine Ball | 4 | 8 | Exhibit Hall A | 7/8-7/15 |
| Shuffleboard | 4 | 8 | Exhibit Hall A | 7/8-7/15 |
| Table Tennis | 4 | 8 | Exhibit Hall B | 7/8-7/15 |
| 3-on-3 Basketball | 4 | 8 | Exhibit Hall B | 7/8-7/10 |
| Boccia | 4 | 8 | Exhibit Hall B | 7/8-7/15 |
| Awards | 2 | 2 | Corridor Outside Exhibit Halls A/B | 7/8-7/15 |
| Medical | 2 | 8 | Corridor Outside Exhibit Halls A/B | 7/8-7/15 |
| Medal Ceremonies | 2 | 20 | Lobby Outside Exhibit Halls A/B | 7/11-7/15 |

CLIN 002: PIPE AND DRAPE

- Contractor will provide pipe, drape and sand bags required for below needs:

| Event | Location | 8' pipe and drape (60" x 95") | 3' pipe and drape (60" x 35") | Dates Req'd |
|--|------------------------------------|----------------------------------|-------------------------------------|-------------|
| Expo (based on quantity avg. of 75, 10x10 booth layout) | Exhibit Hall B | 75 | 115 | 7/8-7/10 |
| Medal Ceremonies | Lobby Outside Exhibit Halls A/B | 4 | | 7/11-7/15 |
| Medal Ceremonies | Exhibit Halls A/B | 2 | | 7/11-7/15 |
| Air Rifle | Rooms 310 A/B | 32 | | 7/8-7/13 |
| Nine Ball | Exhibit Hall A | | 112 | 7/8-7/15 |
| Boccia Ball | Exhibit Hall B | | 40 | 7/8-7/15 |

CLIN 003: REGISTRATION BOOTHS

Contractor will provide four (4) registration booths, within allotted space at COBO, for NVGAG athletes and coaches to pick-up their registration packets. Registration booths will have custom NVGAG logo (see attachment) printed on each booth. Stanchions will be provided to separate lines between each of the booths, three (3) stanchions total.

Registration booths will be labeled as followed:

NATIONAL VETERANS GOLDEN AGE GAMES

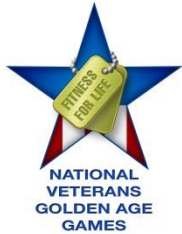
COBO SHOW CONTRACTOR

July 8-15, 2016

STATEMENT OF WORK

- Booth 1: Drop Events; Wheelchair and Visually Impaired (requesting lower booth for people in wheelchairs to access)
- Booth 2: A-D, E-I
- Booth 3: J-M, N-Q
- Booth 4: R-U, V-Z

A sample of registration booths is as follows:



CLIN 004: SCHEDULE OF EVENTS DISPLAYS

Contractor will provide two (2) 2016 NVGAG Schedule of Events display stands, one outside of Exhibit Hall A and Exhibit Hall B. Schedule of events will be provided by Client (see attachment).



2016 NVGAG
Schedule of Events

A sample Schedule of Events display is as follows:

NATIONAL VETERANS GOLDEN AGE GAMES

COBO SHOW CONTRACTOR

July 8-15, 2016

STATEMENT OF WORK



CLIN 005: LABOR

Contractor will be available at all event times via radio and/or cell phone.

Contractor will provide all labor necessary for setting up and breaking down/packing up all above-mentioned deliverables.

Contractor will properly dispose of Client's clay and plastic underlay that will be used for horseshoe pits. This must be disposed of in separate dumpster from Cobo Convention Center's dumpsters.

COBO Convention Center has granted Client permissions to set-up own sporting equipment in all areas, once unloaded from trucks by Contractor. These special permissions also include Client being able to pack up all sporting equipment from all areas, prior to be loaded onto trucks by Contractor.

7.0 GENERAL INFORMATION

- Insurance: Federal Government Agency, insurance not required. See attached Self-Insured Memo.



SECTION C - CONTRACT CLAUSES

C.1 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS—COMMERCIAL ITEMS (MAR 2016)

(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 (NOV 2015).

(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 (OCT 2015) (41 U.S.C. 3509).

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

☒ (4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (OCT 2015) (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. (OCT 2015) (31 U.S.C. 6101 note).

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

☐ (10) [Reserved]

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

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

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

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

☐ (13) [Reserved]

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

☐ (ii) Alternate I (NOV 2011).

☐ (iii) Alternate II (NOV 2011).

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

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

☐ (iii) Alternate II (Mar 2004) of 52.219-7.

☐ (16) 52.219-8, Utilization of Small Business Concerns (OCT 2014) (15 U.S.C. 637(d)(2) and (3)).

☐ (17)(i) 52.219-9, Small Business Subcontracting Plan (OCT 2015) (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 2015) of 52.219-9.

☐ (18) 52.219-13, Notice of Set-Aside of Orders (NOV 2011) (15 U.S.C. 644(r)).

☐ (19) 52.219-14, Limitations on Subcontracting (NOV 2011) (15 U.S.C. 637(a)(14)).

☐ (20) 52.219-16, Liquidated Damages—Subcontracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).

☐ (21) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (NOV 2011) (15 U.S.C. 657f).

☒ (22) 52.219-28, Post Award Small Business Program Rerepresentation (Jul 2013) (15 U.S.C. 632(a)(2)).

☐ (23) 52.219-29, Notice of Set-Aside for, or Sole Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (DEC 2015) (15 U.S.C. 637(m)).

☐ (24) 52.219-30, Notice of Set-Aside for, or Sole Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (DEC 2015) (15 U.S.C. 637(m)).

☒ (25) 52.222-3, Convict Labor (June 2003) (E.O. 11755).

☐ (26) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (FEB 2016) (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 (OCT 2015) (38 U.S.C. 4212).

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

☒ (31) 52.222-37, Employment Reports on Veterans (FEB 2016) (38 U.S.C. 4212).

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

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

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

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

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

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

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

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

☐ (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 (OCT 2015) (E.O.s 13423 and 13514).

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

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

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

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

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

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

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

☐ (43) 52.225-5, Trade Agreements (FEB 2016) (19 U.S.C. 2501, *et seq.*, 19 U.S.C. 3301 note).

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Employee Class

Monetary Wage-Fringe Benefits

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

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

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

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

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

[] (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 (OCT 2015) (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 \$700,000 (\$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 (OCT 2015) (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 (FEB 2016) (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 (OCT 2015) (E. O. 12989).
- (xv) 52.222-55, Minimum Wages Under Executive Order 13658 (DEC 2015).
- (xvi) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Jul 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).
- (xvii) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (MAY 2014) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

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

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

(End of Clause)

C.2 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)

| <u>FAR</u> <u>Number</u> | <u>Title</u> | <u>Date</u> |
|---|-------------------------------|--------------------|
| 852.215-71 | EVALUATION FACTOR COMMITMENTS | DEC 2009 |

C.3 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.4 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 . 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)

SECTION D - CONTRACT DOCUMENTS, EXHIBITS, OR ATTACHMENTS

WD 05-2273 (Rev.-18) was first posted on www.wdol.gov on 01/05/2016

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.: 2005-2273 Daniel W.
Simms | Division of | Revision No.: 18
Director | Wage Determinations | Date Of Revision: 12/29/2015

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.15 for calendar year 2016 applies to all contracts subject to the Service Contract Act for which the solicitation was 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 \$10.15 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2016. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

State: Michigan

Area: Michigan Counties of Genesee, Lapeer, Macomb, Monroe, Oakland, St Clair, Wayne

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

| OCCUPATION CODE - TITLE | FOOTNOTE | RATE |
|---|----------|------|
| 01000 - Administrative Support And Clerical Occupations | | |
| 01011 - Accounting Clerk I | 14.22 | |
| 01012 - Accounting Clerk II | 15.96 | |
| 01013 - Accounting Clerk III | 18.77 | |
| 01020 - Administrative Assistant | 26.95 | |
| 01040 - Court Reporter | 19.80 | |
| 01051 - Data Entry Operator I | 13.85 | |
| 01052 - Data Entry Operator II | 15.12 | |
| 01060 - Dispatcher, Motor Vehicle | 21.98 | |
| 01070 - Document Preparation Clerk | 15.38 | |
| 01090 - Duplicating Machine Operator | 15.38 | |
| 01111 - General Clerk I | 13.37 | |
| 01112 - General Clerk II | 14.60 | |
| 01113 - General Clerk III | 16.39 | |
| 01120 - Housing Referral Assistant | 22.04 | |
| 01141 - Messenger Courier | 11.47 | |
| 01191 - Order Clerk I | 14.16 | |
| 01192 - Order Clerk II | 15.95 | |
| 01261 - Personnel Assistant (Employment) I | 17.30 | |
| 01262 - Personnel Assistant (Employment) II | 19.35 | |
| 01263 - Personnel Assistant (Employment) III | 21.57 | |
| 01270 - Production Control Clerk | 21.45 | |
| 01280 - Receptionist | 13.67 | |
| 01290 - Rental Clerk | 15.38 | |
| 01300 - Scheduler, Maintenance | 17.30 | |
| 01311 - Secretary I | 17.30 | |
| 01312 - Secretary II | 19.35 | |
| 01313 - Secretary III | 22.04 | |
| 01320 - Service Order Dispatcher | 19.04 | |

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| 01410 - Supply Technician | 25.70 |
| 01420 - Survey Worker | 18.56 |
| 01531 - Travel Clerk I | 13.02 |
| 01532 - Travel Clerk II | 14.14 |
| 01533 - Travel Clerk III | 15.31 |
| 01611 - Word Processor I | 15.07 |
| 01612 - Word Processor II | 16.92 |
| 01613 - Word Processor III | 18.93 |
| 05000 - Automotive Service Occupations | |
| 05005 - Automobile Body Repairer, Fiberglass | 23.66 |
| 05010 - Automotive Electrician | 22.58 |
| 05040 - Automotive Glass Installer | 21.84 |
| 05070 - Automotive Worker | 21.84 |
| 05110 - Mobile Equipment Servicer | 20.43 |
| 05130 - Motor Equipment Metal Mechanic | 23.31 |
| 05160 - Motor Equipment Metal Worker | 21.84 |
| 05190 - Motor Vehicle Mechanic | 23.31 |
| 05220 - Motor Vehicle Mechanic Helper | 19.71 |
| 05250 - Motor Vehicle Upholstery Worker | 21.12 |
| 05280 - Motor Vehicle Wrecker | 21.84 |
| 05310 - Painter, Automotive | 22.58 |
| 05340 - Radiator Repair Specialist | 21.84 |
| 05370 - Tire Repairer | 19.58 |
| 05400 - Transmission Repair Specialist | 23.31 |
| 07000 - Food Preparation And Service Occupations | |
| 07010 - Baker | 18.55 |
| 07041 - Cook I | 13.99 |
| 07042 - Cook II | 15.07 |
| 07070 - Dishwasher | 11.64 |
| 07130 - Food Service Worker | 11.64 |
| 07210 - Meat Cutter | 16.26 |
| 07260 - Waiter/Waitress | 12.36 |
| 09000 - Furniture Maintenance And Repair Occupations | |
| 09010 - Electrostatic Spray Painter | 23.44 |
| 09040 - Furniture Handler | 18.10 |
| 09080 - Furniture Refinisher | 23.44 |
| 09090 - Furniture Refinisher Helper | 20.50 |
| 09110 - Furniture Repairer, Minor | 21.98 |
| 09130 - Upholsterer | 23.44 |
| 11000 - General Services And Support Occupations | |
| 11030 - Cleaner, Vehicles | 14.97 |
| 11060 - Elevator Operator | 14.97 |
| 11090 - Gardener | 17.38 |
| 11122 - Housekeeping Aide | 13.40 |
| 11150 - Janitor | 13.41 |
| 11210 - Laborer, Grounds Maintenance | 14.78 |
| 11240 - Maid or Houseman | 12.13 |
| 11260 - Pruner | 13.63 |
| 11270 - Tractor Operator | 15.88 |
| 11330 - Trail Maintenance Worker | 14.78 |
| 11360 - Window Cleaner | 14.24 |
| 12000 - Health Occupations | |
| 12010 - Ambulance Driver | 17.90 |
| 12011 - Breath Alcohol Technician | 19.72 |
| 12012 - Certified Occupational Therapist Assistant | 22.17 |
| 12015 - Certified Physical Therapist Assistant | 22.17 |
| 12020 - Dental Assistant | 17.03 |
| 12025 - Dental Hygienist | 30.37 |
| 12030 - EKG Technician | 25.82 |

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| 12035 - Electroneurodiagnostic Technologist | 25.82 | |
| 12040 - Emergency Medical Technician | 17.90 | |
| 12071 - Licensed Practical Nurse I | 17.61 | |
| 12072 - Licensed Practical Nurse II | 19.72 | |
| 12073 - Licensed Practical Nurse III | 21.34 | |
| 12100 - Medical Assistant | 14.58 | |
| 12130 - Medical Laboratory Technician | 22.29 | |
| 12160 - Medical Record Clerk | 15.74 | |
| 12190 - Medical Record Technician | 19.47 | |
| 12195 - Medical Transcriptionist | 18.11 | |
| 12210 - Nuclear Medicine Technologist | 33.56 | |
| 12221 - Nursing Assistant I | 11.25 | |
| 12222 - Nursing Assistant II | 12.27 | |
| 12223 - Nursing Assistant III | 13.40 | |
| 12224 - Nursing Assistant IV | 15.04 | |
| 12235 - Optical Dispenser | 19.36 | |
| 12236 - Optical Technician | 17.61 | |
| 12250 - Pharmacy Technician | 17.78 | |
| 12280 - Phlebotomist | 15.04 | |
| 12305 - Radiologic Technologist | 26.11 | |
| 12311 - Registered Nurse I | 29.83 | |
| 12312 - Registered Nurse II | 32.20 | |
| 12313 - Registered Nurse II, Specialist | 32.20 | |
| 12314 - Registered Nurse III | 44.14 | |
| 12315 - Registered Nurse III, Anesthetist | 44.14 | |
| 12316 - Registered Nurse IV | 52.92 | |
| 12317 - Scheduler (Drug and Alcohol Testing) | 24.02 | |
| 13000 - Information And Arts Occupations | | |
| 13011 - Exhibits Specialist I | 21.47 | |
| 13012 - Exhibits Specialist II | 26.61 | |
| 13013 - Exhibits Specialist III | 32.54 | |
| 13041 - Illustrator I | 25.01 | |
| 13042 - Illustrator II | 30.40 | |
| 13043 - Illustrator III | 35.82 | |
| 13047 - Librarian | 30.28 | |
| 13050 - Library Aide/Clerk | 13.49 | |
| 13054 - Library Information Technology Systems Administrator | 27.34 | |
| 13058 - Library Technician | 18.56 | |
| 13061 - Media Specialist I | 18.54 | |
| 13062 - Media Specialist II | 20.75 | |
| 13063 - Media Specialist III | 23.13 | |
| 13071 - Photographer I | 19.42 | |
| 13072 - Photographer II | 22.83 | |
| 13073 - Photographer III | 29.56 | |
| 13074 - Photographer IV | 34.28 | |
| 13075 - Photographer V | 39.82 | |
| 13110 - Video Teleconference Technician | 19.13 | |
| 14000 - Information Technology Occupations | | |
| 14041 - Computer Operator I | 17.16 | |
| 14042 - Computer Operator II | 19.20 | |
| 14043 - Computer Operator III | 21.40 | |
| 14044 - Computer Operator IV | 23.77 | |
| 14045 - Computer Operator V | 26.33 | |
| 14071 - Computer Programmer I | (see 1) | 22.60 |
| 14072 - Computer Programmer II | (see 1) | 27.62 |
| 14073 - Computer Programmer III | (see 1) | |
| 14074 - Computer Programmer IV | (see 1) | |
| 14101 - Computer Systems Analyst I | (see 1) | |

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| 14102 - Computer Systems Analyst II | (see 1) | |
| 14103 - Computer Systems Analyst III | (see 1) | |
| 14150 - Peripheral Equipment Operator | | 17.16 |
| 14160 - Personal Computer Support Technician | | 23.77 |
| 15000 - Instructional Occupations | | |
| 15010 - Aircrew Training Devices Instructor (Non-Rated) | | 32.52 |
| 15020 - Aircrew Training Devices Instructor (Rated) | | 39.35 |
| 15030 - Air Crew Training Devices Instructor (Pilot) | | 50.79 |
| 15050 - Computer Based Training Specialist / Instructor | | 32.52 |
| 15060 - Educational Technologist | | 30.30 |
| 15070 - Flight Instructor (Pilot) | | 50.79 |
| 15080 - Graphic Artist | | 30.61 |
| 15090 - Technical Instructor | | 26.84 |
| 15095 - Technical Instructor/Course Developer | | 32.69 |
| 15110 - Test Proctor | | 21.80 |
| 15120 - Tutor | | 21.80 |
| 16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations | | |
| 16010 - Assembler | | 10.00 |
| 16030 - Counter Attendant | | 10.00 |
| 16040 - Dry Cleaner | | 13.34 |
| 16070 - Finisher, Flatwork, Machine | | 10.00 |
| 16090 - Presser, Hand | | 10.00 |
| 16110 - Presser, Machine, Drycleaning | | 10.00 |
| 16130 - Presser, Machine, Shirts | | 10.00 |
| 16160 - Presser, Machine, Wearing Apparel, Laundry | | 10.00 |
| 16190 - Sewing Machine Operator | | 14.52 |
| 16220 - Tailor | | 15.65 |
| 16250 - Washer, Machine | | 11.08 |
| 19000 - Machine Tool Operation And Repair Occupations | | |
| 19010 - Machine-Tool Operator (Tool Room) | | 26.18 |
| 19040 - Tool And Die Maker | | 29.03 |
| 21000 - Materials Handling And Packing Occupations | | |
| 21020 - Forklift Operator | | 20.65 |
| 21030 - Material Coordinator | | 24.49 |
| 21040 - Material Expediter | | 24.54 |
| 21050 - Material Handling Laborer | | 18.05 |
| 21071 - Order Filler | | 15.92 |
| 21080 - Production Line Worker (Food Processing) | | 20.65 |
| 21110 - Shipping Packer | | 17.34 |
| 21130 - Shipping/Receiving Clerk | | 17.34 |
| 21140 - Store Worker I | | 17.19 |
| 21150 - Stock Clerk | | 21.86 |
| 21210 - Tools And Parts Attendant | | 20.65 |
| 21410 - Warehouse Specialist | | 20.65 |
| 23000 - Mechanics And Maintenance And Repair Occupations | | |
| 23010 - Aerospace Structural Welder | | 29.30 |
| 23021 - Aircraft Mechanic I | | 27.91 |
| 23022 - Aircraft Mechanic II | | 29.30 |
| 23023 - Aircraft Mechanic III | | 30.84 |
| 23040 - Aircraft Mechanic Helper | | 19.51 |
| 23050 - Aircraft, Painter | | 25.78 |
| 23060 - Aircraft Servicer | | 22.27 |
| 23080 - Aircraft Worker | | 23.38 |
| 23110 - Appliance Mechanic | | 23.44 |
| 23120 - Bicycle Repairer | | 18.66 |
| 23125 - Cable Splicer | | 27.79 |
| 23130 - Carpenter, Maintenance | | 25.15 |
| 23140 - Carpet Layer | | 24.10 |
| 23160 - Electrician, Maintenance | | 32.65 |

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| 23181 - Electronics Technician Maintenance I | 26.20 |
| 23182 - Electronics Technician Maintenance II | 27.07 |
| 23183 - Electronics Technician Maintenance III | 31.31 |
| 23260 - Fabric Worker | 23.20 |
| 23290 - Fire Alarm System Mechanic | 24.83 |
| 23310 - Fire Extinguisher Repairer | 22.37 |
| 23311 - Fuel Distribution System Mechanic | 25.62 |
| 23312 - Fuel Distribution System Operator | 22.26 |
| 23370 - General Maintenance Worker | 23.96 |
| 23380 - Ground Support Equipment Mechanic | 27.91 |
| 23381 - Ground Support Equipment Servicer | 22.27 |
| 23382 - Ground Support Equipment Worker | 23.38 |
| 23391 - Gunsmith I | 22.37 |
| 23392 - Gunsmith II | 24.10 |
| 23393 - Gunsmith III | 25.75 |
| 23410 - Heating, Ventilation And Air-Conditioning Mechanic | 25.96 |
| 23411 - Heating, Ventilation And Air Contditioning Mechanic (Research Facility) | 26.71 |
| 23430 - Heavy Equipment Mechanic | 29.63 |
| 23440 - Heavy Equipment Operator | 27.30 |
| 23460 - Instrument Mechanic | 29.03 |
| 23465 - Laboratory/Shelter Mechanic | 24.89 |
| 23470 - Laborer | 16.69 |
| 23510 - Locksmith | 23.44 |
| 23530 - Machinery Maintenance Mechanic | 28.66 |
| 23550 - Machinist, Maintenance | 27.99 |
| 23580 - Maintenance Trades Helper | 19.60 |
| 23591 - Metrology Technician I | 29.03 |
| 23592 - Metrology Technician II | 29.96 |
| 23593 - Metrology Technician III | 30.88 |
| 23640 - Millwright | 34.10 |
| 23710 - Office Appliance Repairer | 24.76 |
| 23760 - Painter, Maintenance | 26.60 |
| 23790 - Pipefitter, Maintenance | 29.87 |
| 23810 - Plumber, Maintenance | 29.24 |
| 23820 - Pneudraulic Systems Mechanic | 25.75 |
| 23850 - Rigger | 25.62 |
| 23870 - Scale Mechanic | 24.10 |
| 23890 - Sheet-Metal Worker, Maintenance | 29.24 |
| 23910 - Small Engine Mechanic | 23.98 |
| 23931 - Telecommunications Mechanic I | 26.29 |
| 23932 - Telecommunications Mechanic II | 27.07 |
| 23950 - Telephone Lineman | 26.29 |
| 23960 - Welder, Combination, Maintenance | 26.46 |
| 23965 - Well Driller | 25.34 |
| 23970 - Woodcraft Worker | 25.75 |
| 23980 - Woodworker | 22.37 |
| 24000 - Personal Needs Occupations | |
| 24570 - Child Care Attendant | 13.85 |
| 24580 - Child Care Center Clerk | 18.10 |
| 24610 - Chore Aide | 11.03 |
| 24620 - Family Readiness And Support Services Coordinator | 16.29 |
| 24630 - Homemaker | 19.20 |
| 25000 - Plant And System Operations Occupations | |
| 25010 - Boiler Tender | 28.00 |
| 25040 - Sewage Plant Operator | 25.78 |
| 25070 - Stationary Engineer | 28.00 |

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| 25190 - Ventilation Equipment Tender | 21.57 | |
| 25210 - Water Treatment Plant Operator | 25.78 | |
| 27000 - Protective Service Occupations | | |
| 27004 - Alarm Monitor | 20.29 | |
| 27007 - Baggage Inspector | 12.93 | |
| 27008 - Corrections Officer | 23.65 | |
| 27010 - Court Security Officer | 23.72 | |
| 27030 - Detection Dog Handler | 19.75 | |
| 27040 - Detention Officer | 23.65 | |
| 27070 - Firefighter | 21.27 | |
| 27101 - Guard I | 12.93 | |
| 27102 - Guard II | 19.75 | |
| 27131 - Police Officer I | 27.65 | |
| 27132 - Police Officer II | 30.72 | |
| 28000 - Recreation Occupations | | |
| 28041 - Carnival Equipment Operator | 14.14 | |
| 28042 - Carnival Equipment Repairer | 14.65 | |
| 28043 - Carnival Equipment Worker | 12.22 | |
| 28210 - Gate Attendant/Gate Tender | 14.59 | |
| 28310 - Lifeguard | 13.00 | |
| 28350 - Park Attendant (Aide) | 16.32 | |
| 28510 - Recreation Aide/Health Facility Attendant | | 11.16 |
| 28515 - Recreation Specialist | 16.58 | |
| 28630 - Sports Official | 13.00 | |
| 28690 - Swimming Pool Operator | 20.87 | |
| 29000 - Stevedoring/Longshoremen Occupational Services | | |
| 29010 - Blocker And Bracer | 22.58 | |
| 29020 - Hatch Tender | 22.58 | |
| 29030 - Line Handler | 22.58 | |
| 29041 - Stevedore I | 21.82 | |
| 29042 - Stevedore II | 23.37 | |
| 30000 - Technical Occupations | | |
| 30010 - Air Traffic Control Specialist, Center (HFO) (see 2) | 38.88 | |
| 30011 - Air Traffic Control Specialist, Station (HFO) (see 2) | 26.82 | |
| 30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2) | 29.53 | |
| 30021 - Archeological Technician I | 20.08 | |
| 30022 - Archeological Technician II | 22.47 | |
| 30023 - Archeological Technician III | 27.83 | |
| 30030 - Cartographic Technician | 27.83 | |
| 30040 - Civil Engineering Technician | 27.83 | |
| 30061 - Drafter/CAD Operator I | 20.08 | |
| 30062 - Drafter/CAD Operator II | 22.47 | |
| 30063 - Drafter/CAD Operator III | 25.05 | |
| 30064 - Drafter/CAD Operator IV | 30.82 | |
| 30081 - Engineering Technician I | 18.36 | |
| 30082 - Engineering Technician II | 21.64 | |
| 30083 - Engineering Technician III | 25.16 | |
| 30084 - Engineering Technician IV | 31.16 | |
| 30085 - Engineering Technician V | 36.70 | |
| 30086 - Engineering Technician VI | 44.38 | |
| 30090 - Environmental Technician | 25.01 | |
| 30210 - Laboratory Technician | 21.70 | |
| 30240 - Mathematical Technician | 27.83 | |
| 30361 - Paralegal/Legal Assistant I | 20.88 | |
| 30362 - Paralegal/Legal Assistant II | 25.86 | |
| 30363 - Paralegal/Legal Assistant III | 31.63 | |
| 30364 - Paralegal/Legal Assistant IV | 38.28 | |
| 30390 - Photo-Optics Technician | 27.83 | |
| 30461 - Technical Writer I | 25.25 | |

| | | |
|---|---------|-------|
| 30462 - Technical Writer II | 30.90 | |
| 30463 - Technical Writer III | 36.08 | |
| 30491 - Unexploded Ordnance (UXO) Technician I | | 24.71 |
| 30492 - Unexploded Ordnance (UXO) Technician II | | 29.90 |
| 30493 - Unexploded Ordnance (UXO) Technician III | | 35.84 |
| 30494 - Unexploded (UXO) Safety Escort | 24.71 | |
| 30495 - Unexploded (UXO) Sweep Personnel | 24.71 | |
| 30620 - Weather Observer, Combined Upper Air Or Surface Programs | (see 2) | 24.80 |
| 30621 - Weather Observer, Senior | (see 2) | 27.55 |
| 31000 - Transportation/Mobile Equipment Operation Occupations | | |
| 31020 - Bus Aide | 13.47 | |
| 31030 - Bus Driver | 17.19 | |
| 31043 - Driver Courier | 17.03 | |
| 31260 - Parking and Lot Attendant | 12.47 | |
| 31290 - Shuttle Bus Driver | 18.08 | |
| 31310 - Taxi Driver | 13.66 | |
| 31361 - Truckdriver, Light | 18.08 | |
| 31362 - Truckdriver, Medium | 19.61 | |
| 31363 - Truckdriver, Heavy | 21.82 | |
| 31364 - Truckdriver, Tractor-Trailer | 21.85 | |
| 99000 - Miscellaneous Occupations | | |
| 99030 - Cashier | 10.62 | |
| 99050 - Desk Clerk | 11.40 | |
| 99095 - Embalmer | 26.66 | |
| 99251 - Laboratory Animal Caretaker I | | 13.63 |
| 99252 - Laboratory Animal Caretaker II | | 15.18 |
| 99310 - Mortician | 33.88 | |
| 99410 - Pest Controller | 17.53 | |
| 99510 - Photofinishing Worker | 15.49 | |
| 99710 - Recycling Laborer | 17.40 | |
| 99711 - Recycling Specialist | 19.31 | |
| 99730 - Refuse Collector | 15.45 | |
| 99810 - Sales Clerk | 12.17 | |
| 99820 - School Crossing Guard | 12.22 | |
| 99830 - Survey Party Chief | 24.92 | |
| 99831 - Surveying Aide | 12.97 | |
| 99832 - Surveying Technician | 19.86 | |
| 99840 - Vending Machine Attendant | 17.14 | |
| 99841 - Vending Machine Repairer | 21.54 | |
| 99842 - Vending Machine Repairer Helper | 17.14 | |

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) Does not apply to employees employed in a bona fide executive, administrative, or professional capacity as defined and delineated in 29 CFR 541. (See CFR 4.156)

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.

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

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

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. {See Section 4.6 (C)(vi)} When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.
- 5) The contracting officer transmits the Wage and Hour decision to the contractor.
- 6) The contractor informs the affected employees.

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

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

See attached document: Vendorizing Forms (101).

See attached document: S02 OB10 FSC News Flash FY13 Issue 12 E-Invoicing.

SECTION E - SOLICITATION PROVISIONS

Instructions to Offerors

VA777-16-Q-0148

Description:

a. **Submission of offers.** Submit signed and dated offers to the office specified in this solicitation at or before the exact time specified in this solicitation. Offers may be submitted on the SF 1449, letterhead stationery, or as otherwise specified in the solicitation. As a minimum, offers must show:

(1)The RFQ Number;

(2)The time specified in the solicitation for receipt of offers;

(3)The name, address, and telephone number of the offeror;

(4)A technical description of the items/services being offered in sufficient detail to evaluate compliance with the requirements in the solicitation. This may include product literature, or other documents, if necessary;

(5)Terms of any express warranty;

(6)Price and any discount terms

(7)“Remit to” address, if different than mailing address;

(8)A completed copy of the representations and certifications at FAR 52.212-3 (see FAR 52.212-3(j) for those representations and certifications that the offeror shall complete electronically) or a statement of active representation in On Line Representations and Certification (ORCA);

(9)Acknowledgment of Solicitation Amendments;

(10) If the offer is not submitted on the SF 1449, include a statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation. Offers that fail to furnish required representations or information, or reject the terms and conditions of the solicitation may be excluded from consideration.

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

Period of Performance: Five Days post-contract award through July 15, 2016

Questions Due: 3:00 PM ET – June 16, 2016

Responses Posted: 3:00 PM ET – June 17, 2016

Time/Date for Receipt of Offers: 3:00 PM ET – June 21, 2016

Contracting POC: Charles Hampton, Contracting Officer: Charles.Hampton2@va.gov

Evaluation for award: This is a Lowest-Price, Technically Acceptable requirement.

Any offeror responding to this requirement must provide:

1. **Technical Proposal.** The contractor shall submit a Technical Proposal addressing the tasks in the PWS. The Technical Evaluation shall be on a go/no go basis, with companies receiving a “no go” rating being ineligible for award.

The Government shall evaluate in descending order:

1. Factor 1 – Technical Acceptance
2. Factor 2 – Price

Factor 1 – Technical Acceptability. Initially, the technical evaluation team shall evaluate the technical proposals on a go/no go. The proposals shall be evaluated against the following sub-factors, which are equally-weighted. Tradeoffs are not permitted. Proposals shall only be evaluated for acceptability and will not be ranked using the non-price factors.

1. Sub-Factor: **Understanding the Statement of Work (SOW)**

Provide statement that you have read and fully understand the SOW and the expected outcomes.

2. Sub-Factor: **Equipment Description**

Table, black folding chairs, pipe and drape and registration booths offered will be determined technically acceptable if they meet or exceed all physical and accommodation requirements as detailed in CLINs 001-004.

3. Sub-Factor: **Technical and Analytical Approaches (Labor Plan)**

LABOR PLAN - will be determined technically acceptable if vendor meets or exceed all services detailed in CLIN 0005 by describing how each item and number of personnel required to manage a successful outcome.

2. Price Proposal in accordance with the Pricing Schedule.

Factor 2 - Price Evaluation. The Contractor’s proposed prices will be determined by multiplying the quantities identified in Section B by the proposed unit price for each Contract Line Item Number (CLIN) to confirm the extended amount for each. The total price, for evaluation purposes, shall be the sum of the performance period. The price evaluation will document reasonableness of the proposed total evaluated price.

Price reasonableness will be determined by evaluating the Offeror’s Basis of Estimate. The Basis of Estimate will be compared to the Independent Government Cost Estimate (IGCE) as well as industry published prices. Finally, comparison of proposed prices from all Offerors will complete the price analysis.

Labor Fees – Vendor is responsible for all union and non-union fees associated with the execution of this requirement and should include these in their proposal.

Late submissions, modifications, revisions, and withdrawals of offers.

(1) Offerors are responsible for submitting offers, and any modifications, revisions, or withdrawals, so as to reach the Government office designated in the solicitation and by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 1:00 PM, Central Standard Time (CST), for the designated Government office on the date that offers or revisions are due.

(2) Any offer, modification, revision, or withdrawal of an offer received at the Government office designated in the solicitation after the exact time specified for receipt of offers is “late” and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and—

(A) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. Central Standard Time, one working day prior to the date specified for receipt of offers; or

(B) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government’s control prior to the time set for receipt of offers; or

(C) If this solicitation is a request for proposals, it was the only proposal received.

(ii) However, a late modification of an otherwise successful offer, that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.

(3) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the offer wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(4) 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.

(5) Offers may be withdrawn by written notice received at any time before the exact time set for receipt of offers. Oral offers in response to oral solicitations may be withdrawn orally.

If the solicitation authorizes facsimile offers, offers may be withdrawn via facsimile received at any time before the exact time set for receipt of offers, subject to the conditions specified in the solicitation concerning facsimile offers. An offer may be withdrawn in person by an offeror or its authorized representative if, before the exact time set for receipt of offers, the identity of the person requesting withdrawal is established and the person signs a receipt for the offer.

(6) Contract award (not applicable to Invitation for Bids). The Government intends to evaluate offers and award a contract without discussions with Offerors. Therefore, the offeror’s initial offer should contain the offeror’s best terms from a price and technical standpoint. However, the Government reserves the right to conduct discussions if later determined by the Contracting Officer to be necessary. The Government may reject any or all offers if such action is in the public interest; accept other than the lowest offer; and waive informalities and minor irregularities in offers received.

(7) The DUNS number plus a 4-character suffix that may be assigned at the discretion of the offeror to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see FAR Subpart 32.11) for the same parent 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.dnb.com>. An offeror located outside the United States must contact the local Dun and Bradstreet office for a DUNS number.

(i) System for Award Management Registration. 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 internet at <http://www.sam.gov> or by calling 1-866-606-8220.

(ii) Debriefing. If a post-award debriefing is given to requesting Offerors, the Government shall disclose the following information, if applicable:

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

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

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

(3) A summary of the rationale for award;

(4) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.

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

E.1 52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS— COMMERCIAL ITEMS (APR 2016)

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 (r) 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.

“Predecessor” means an entity that is replaced by a successor and includes any predecessors of the predecessor.

“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.

“Successor” means an entity that has replaced a predecessor by acquiring the assets and carrying out the affairs of the predecessor under a new name (often through acquisition or merger). The term “successor” does not include new offices/divisions of the same company or a company that only changes its name. The extent of the responsibility of the successor for the liabilities of the predecessor may vary, depending on State law and specific circumstances.

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

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

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

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

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

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

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

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

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

(2) The offeror has completed the annual representations and certifications electronically via the SAM website access through <http://www.acquisition.gov>. After reviewing the SAM database information, the offeror verifies by submission of this offer that the representations and certifications currently posted electronically at FAR 52.212-3, Offeror Representations and Certifications—Commercial Items, have been entered or updated in the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201), except for paragraphs .

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(ii) It ☐ is, ☐ is not a joint venture that complies with the requirements of 13 CFR Part 126, and the representation in paragraph (c)(10)(i) of this provision is accurate for the HUBZone small business

concern or concerns that are participating in the joint venture. [The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture:_____.] Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

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

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

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

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

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

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

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

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

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

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

(2) Foreign End Products:

| Line Item No | Country of Origin |
|--------------|-------------------|
|--------------|-------------------|

| | |
|-------|-------|
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |

[List as necessary]

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

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

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

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

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

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

[List as necessary]

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

Other Foreign End Products:

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

| | |
|-------|-------|
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |

[List as necessary]

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

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

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

Canadian End Products:

Line Item No.

| |
|-------|
| _____ |
| _____ |
| _____ |

[List as necessary]

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

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

Canadian or Israeli End Products:

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

| | |
|-------|-------|
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |

[List as necessary]

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

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

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

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

[List as necessary]

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

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

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

Other End Products:

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

[List as necessary]

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

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

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

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

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

(4) ☐ Have, ☐ have not, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,500 for which the liability remains unsatisfied.

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

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

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

(ii) *Examples.*

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

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

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

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

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

(1) *Listed end products.*

| | |
|--------------------|----------------------------|
| Listed End Product | Listed Countries of Origin |
|--------------------|----------------------------|

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

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

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

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

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

(2) ☐ Outside the United States.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

☐ TIN: _____.

☐ TIN has been applied for.

☐ TIN is not required because:

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

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

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

(4) *Type of organization.*

☐ Sole proprietorship;

☐ Partnership;

☐ Corporate entity (not tax-exempt);

☐ Corporate entity (tax-exempt);

☐ Government entity (Federal, State, or local);

☐ Foreign government;

☐ International organization per 26 CFR 1.6049-4;

☐ Other _____.

(5) *Common parent.*

☐ Offeror is not owned or controlled by a common parent;

☐ Name and TIN of common parent:

Name _____.

TIN _____.

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

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

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

(2) *Representation.* The Offeror represents that—

(i) It ☐ is, ☐ is not an inverted domestic corporation; and

(ii) It ☐ is, ☐ is not a subsidiary of an inverted domestic corporation.

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

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

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

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

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

(iii) Certifies that the offeror, and any person owned or controlled by the offeror, does not knowingly engage in any transaction that exceeds \$3,500 with Iran's Revolutionary Guard Corps or any of its officials, agents, or affiliates, the property and interests in property of which are blocked pursuant to the International Emergency Economic Powers Act (50 U.S.C. 1701 *et seq.*) (see OFAC's Specially Designated Nationals and Blocked Persons List at <http://www.treasury.gov/ofac/downloads/t11sdn.pdf>).

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

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

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

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

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

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

Immediate owner CAGE code: _____.

Immediate owner legal name: _____.

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

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

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

Highest-level owner CAGE code: _____.

Highest-level owner legal name: ____.

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

(q) *Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law.*

(1) As required by sections 744 and 745 of Division E of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235), and similar provisions, if contained in subsequent appropriations acts, The Government will not enter into a contract with any corporation that—

(i) Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless an agency has considered suspension or debarment of the corporation and made a determination that suspension or debarment is not necessary to protect the interests of the Government; or

(ii) Was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless an agency has considered suspension or debarment of the corporation and made a determination that this action is not necessary to protect the interests of the Government.

(2) The Offeror represents that—

(i) It is ☐ is not ☐ a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and

(ii) It is ☐ is not ☐ a corporation that was convicted of a felony criminal violation under a Federal law within the preceding 24 months.

(r) *Predecessor of Offeror.* (Applies in all solicitations that include the provision at 52.204-16, Commercial and Government Entity Code Reporting.)

(1) The Offeror represents that it ☐ is or ☐ is not a successor to a predecessor that held a Federal contract or grant within the last three years.

(2) If the Offeror has indicated “is” in paragraph (r)(1) of this provision, enter the following information for all predecessors that held a Federal contract or grant within the last three years (if more than one predecessor, list in reverse chronological order):

Predecessor CAGE code: ____ (or mark “Unknown”).

Predecessor legal name: ____.

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

(End of Provision)

E.2 52.209-5 CERTIFICATION REGARDING RESPONSIBILITY MATTERS (OCT 2015)

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that—

(i) The Offeror and/or any of its Principals—

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

(B) 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 public (Federal, State, or local) 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 (if offeror checks "have," the offeror shall also see 52.209-7, if included in this solicitation);

(C) Are [] are not [] presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision (a)(1)(i)(B) of this provision; and

(D) Have [], have not [], within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,500 for which the liability remains unsatisfied.

(1) Federal taxes are considered delinquent if both of the following criteria apply:

(i) *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.

(ii) *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.

(2) *Examples.*

(i) 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.

(ii) 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.

(iii) 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.

(iv) 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).

(ii) The Offeror has [] has not [], within a 3-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) Principal, for the purposes of this certification, means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a division or business segment; and similar positions).

THIS CERTIFICATION CONCERNS A MATTER WITHIN THE JURISDICTION OF AN AGENCY OF THE UNITED STATES AND THE MAKING OF A FALSE, FICTITIOUS, OR FRAUDULENT CERTIFICATION MAY RENDER THE MAKER SUBJECT TO PROSECUTION UNDER SECTION 1001, TITLE 18, UNITED STATES CODE.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

(End of Provision)

FAR
Number

Title

Date

REPRESENTATION BY CORPORATIONS REGARDING AN
UNPAID TAX LIABILITY OR A FELONY CONVICTION
UNDER ANY FEDERAL LAW (DEVIATION)

MAR 2012