

**SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS
OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30**

1. REQUISITION NO. Provided on Task Orders PAGE 1 OF 90

2. CONTRACT NO. 3. AWARD/EFFECTIVE DATE 4. ORDER NO. 5. SOLICITATION NUMBER VA263-16-Q-0365 6. SOLICITATION ISSUE DATE 07-14-2016

7. FOR SOLICITATION INFORMATION CALL: a. NAME Travis Johnson b. TELEPHONE NO. (No Collect Calls) 605-333-6822 8. OFFER DUE DATE/LOCAL TIME 2:00PM CST

9. ISSUED BY CODE Department of Veterans Affairs Network Contracting Office 23 (NCO 23) 2501 W. 22nd St. Sioux Falls SD 57105 10. THIS ACQUISITION IS UNRESTRICTED OR SET ASIDE: 100 % FOR: SMALL BUSINESS WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM NAICS: 812320 HUBZONE SMALL BUSINESS EDWOSB SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS 8(A) SIZE STANDARD: \$5.5 Million

11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED 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 RFQ IFB RFP

15. DELIVER TO CODE Department of Veterans Affairs VA Nebraska-Western Iowa Health Care System 4101 Woolworth Ave Omaha NE 68105 16. ADMINISTERED BY CODE Department of Veterans Affairs Network Contracting Office 23 (NCO 23) 2501 W. 22nd St. Sioux Falls SD 57105

17a. CONTRACTOR/OFFEROR CODE FACILITY CODE 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER 18a. PAYMENT WILL BE MADE BY CODE Department of Veterans Affairs Tungsten Network (previously OB10) Electronic Invoicing System Refer to VAAR Clause 852.232-72 PHONE: FAX:

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

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	<p>Laundry Services for the VA Nebraska-Western Iowa Health Care System located in Omaha, Nebraska</p> <p>Period of Performance: Base Period: 08/01/2016 - 07/31/2017 Option Year 1: 08/01/2017 - 07/31/2018 Option Year 2: 08/01/2018 - 07/31/2019 Option Year 3: 08/01/2019 - 07/31/2020 Option Year 4: 08/01/2020 - 07/31/2021</p> <p>This solicitation and resulting Indefinite Delivery, Indefinite Quantity Contract are 100% set-aside for a small business.</p> <p>The Service Contract Act applies to all services provided under the resulting task order(s).</p> <p>(Use Reverse and/or Attach Additional Sheets as Necessary)</p>				

25. ACCOUNTING AND APPROPRIATION DATA Provided on Task Orders 26. TOTAL AWARD AMOUNT (For Govt. Use Only)

27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA ARE ARE NOT ATTACHED. 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA ARE ARE NOT ATTACHED

28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN one COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED 29. AWARD OF CONTRACT: REF. _____ OFFER DATED _____ YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN IS ACCEPTED AS TO ITEMS:

30a. SIGNATURE OF OFFEROR/CONTRACTOR 31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)

30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT) 30c. DATE SIGNED 31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) Travis Johnson 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 00438 Travis Johnson

Department of Veterans Affairs

Network Contracting Office 23 (NCO 23)

2501 W. 22nd St.

Sioux Falls SD 57105

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

- 52.232-34, Payment by Electronic Funds Transfer—Other Than System For Award Management, or
 52.232-36, Payment by Third Party

3. INVOICES: Invoices shall be submitted in arrears:

- a. Quarterly
b. Semi-Annually
c. Other Monthly

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

Department of Veterans Affairs

Tungsten Network (previously OB10)

Electronic Invoicing System

Refer to VAAR Clause 852.232-72

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

AMENDMENT NO	DATE

**Price Schedule
For
Laundry Services for
VA Nebraska-Western Iowa Health Care System**

Price Schedule For Laundry Services for VA Nebraska-Western Iowa Health Care System				
CLIN	Description	Est. Annual Quantity	Price Per lb.	Total Est. Annual Price
0001	Laundry Rate Per Pound – Base Year, 08/01/2016 – 07/31/2017	672,432 lbs.		
1001	Laundry Rate Per Pound – Option Year 1, 08/01/2017 – 07/31/2018	672,432 lbs.		
2001	Laundry Rate Per Pound – Option Year 2, 08/01/2018 – 07/31/2019	672,432 lbs.		
3001	Laundry Rate Per Pound – Option Year 3, 08/01/2019 – 07/31/2020	672,432 lbs.		
4001	Laundry Rate Per Pound – Option Year 4, 08/01/2020 – 07/31/2021	672,432 lbs.		
			Total Cost	

Important Information Regarding Solicitation:

This solicitation will result in one award of a firm fixed-price(FFP), indefinite delivery indefinite quantity(IDIQ) contract.

The total minimum amount VA will order from the resulting contract shall be \$30,000.00 per the lifetime of the contract. The total maximum amount VA will order from the resulting contract shall be \$2,500,000.00 per the lifetime of the contract.

Notice of Small Business Set-Aside, this solicitation is set aside 100% for a Small Business in accordance with FAR Subpart 6.203 Set-asides for small business concerns.

Deliverables (As outlined in SOW)

Due with quote

- Contingency Plan
- Contractors Quality Control Plan
- Standard of Operations

STATEMENT OF WORK

LAUNDRY SERVICES FOR OMAHA

DESCRIPTION: Contractor shall furnish all labor, equipment, supervision, management, supplies, bulk delivery carts, transportation, and facilities (except as identified elsewhere in this solicitation) necessary to perform contractor owned/contractor operated bulk laundry/linen services and tasks required under this contract for the Department of Veterans Affairs - Nebraska Western Iowa Health Care System (VA-NWIHCS) at Omaha, NE. All services are to be performed in accordance with standard industry practices and quality control measures. Services shall include pick-up and delivery of items by contractor personnel. These services are in support of patient care programs.

Services are required Monday through Saturday (six days a week). VA-NWIHCS is required to provide 24-hour support operations essential to patient care. Contractor services turn-around shall be performed accordingly to support VA-NWIHCS operations.

All services shall be provided **FOB** at VA-NWIHCS locations identified elsewhere in this contract.

CONTRACTOR PICK-UP AND DELIVERY HOURS: Pick-up and delivery schedule shall be coordinated with the COR at the Medical Center and is set for 8:00am daily, unless otherwise stated in another section of this statement of work. Schedule modification/alteration opportunities, which would improve operations and turn-around time, without major interruption to either contractor or the Government, shall be negotiated between the Contractor and CO and shall not be implemented until all parties have concurred. Regular service shall be expected during all holidays unless otherwise stated in another section of this statement of work.

ESTIMATED QUANTITIES: Historical data is provided in Section 6. However, it is impossible to determine the exact quantities during the contract term. Each offeror whose *offer* is accepted wholly or in part shall be required to provide all orders placed within the limits specified in FAR 52.216-19, not to exceed the maximum value of the contract during the contract term.

CONTRACT AWARD: The Government contemplates award of a Firm Fixed-Price solicitation. Contract period will be 12 consecutive months from the date of award, with four 1-year renewal option periods in accordance with the terms and conditions defined herein.

Section 1 – GENERAL INFORMATION

1.1. SCOPE OF WORK

1.1.1 This document contains the technical provisions for laundry/linen services that are to be provided to NWIHCS locations at Omaha, Nebraska.

1.1.1.1. The work required consists of furnishing the physical laundry plant (at an off-site location), all labor, supervision, management, management support, supplies, ancillary equipment, vehicles and materials necessary for accomplishment of complete laundry/linen services, as described in Section 5.

1.1.1.2. All workmanship shall be in accordance with practices established by the Association of Linen Management (ALM) www.almnet.org, Dry cleaning & Laundry Institute (DLI) www.ifi.org (formally International Fabricare Institute), Healthcare Laundry Accreditation Council and other accepted industry standards. It is intended that services shall include all processes necessary for the laundering of the articles even though every step involved is not

specifically mentioned. All work shall be performed under sanitary conditions as specified by The Joint Commission (TJC). Physical separation, through the presence of a barrier wall and the use of pass-through equipment is required to maintain positive air pressure in the clean section relative to a negative air pressure in the soiled section.

Plants in which the work is done shall be open to inspection of sanitary conditions by Government representatives. After processing, laundered articles shall be in serviceable and sanitary condition, meeting established quality and performance requirement standards as shown in Section 7.

1.1.2. Any change of function by the Government, which may affect this contract as contemplated by this paragraph, and which requires permanent adjustments in frequency or type of performance, will be coordinated with the Contractor by the

COR and CO prior to initiation of such a change to assure adequate contractual coverage.

Notwithstanding the provisions of the contract covering inspection, acceptance and deduction from payment, any items found to have been unsatisfactorily cleaned according to quality and performance standards established in Section 7, shall be re-cleaned at no additional cost to the Government. Such items shall be identified, for contractor recognition, by the COR when they are returned on the next scheduled pickup after an unsatisfactory condition is discovered. These items are to be kept separate from the normal laundry items for separate processing. Re-cleaned items will be identified separately and not charged to the Government.

1.1.3. Scheduled services are to be accomplished subject to emergency situations, which may require alteration of schedules. In the event of Medical Facility emergencies, disasters, or drills, the Contractor shall perform all laundry/linen services required by the Medical Facility.

1.1.4. This specification is intended to produce minimal acceptable level of performance. The Government does recognize the possibility of the Contractor achieving the same or improved results due to innovative approaches, advances in the state-of-the-art materials, equipment and supplies. Accordingly, provision is hereby made for alterations when a Contractor demonstrates the ability to maintain the standards established herein through use of improved techniques, materials, scheduling, etc. All changes are contingent upon the recommendations of the COR and the approval of the CO or other management official as may be deemed appropriate.

1.2. CONTRACTOR EXPERIENCE

The Contractor shall have experience in providing Medical Center laundry/linen services. The firm must have gained this experience as a result of being primarily engaged in the business of providing laundry/linen services in Medical Center environments (e.g. inpatient and outpatient medical treatment facilities) for a minimum of three consecutive years prior to submitting proposal.

1.3. SUPERVISION BY CONTRACTOR

1.3.1. The Contractor shall assign an on-site manager at their laundry processing plant who shall be physically present during prescribed work hours. The on-site manager is solely responsible to supervise the provision of these laundry/linen services to VA-NWIHCS and serves as the primary point of contact with the Government. The Contractor shall designate a qualified alternate to substitute for the on-site manager in his/her absence or during periods of work performed after normal work hours. The Contractor's Plant Manager (CPM) must meet the following requirements:

1.3.1.2. CPM shall have at least three years of specialized experience in this capacity. This specialized experience may be substituted for certification.

1.3.2. The CO and COR must be provided with the name, address and telephone number where the CPM is to be reached during normal business hours and off duty hours within 15 days after award. The same information will be provided for a qualified alternate when the CPM is not available.

1.3.3. The Contractor is responsible for the effective implementation of their Quality Control program, and shall be responsive to the requirements of the Government's Quality Assurance Plan conducted by the COR.

1.3.4. CPM or alternate shall respond in person or by telephone, within 1 hour of notification by the COR. The CPM and any designated alternate shall have full authority to contractually commit the Contractor for prompt action on matters pertaining to the contract.

1.4.1. Training:

1.4.1.1. No contractor personnel may be assigned to work under the contract until initial orientation and training, as specified in the Contractor's procedures manual is completed. Documentation verifying the content of the training and a list of the personnel who attended shall be maintained by the Contractor. When the Government exercises one or more of the option years to the contract, the Contractor shall provide, to the COR documentation that personnel have had refresher training.

1.4.1.2. Initial intensive training covering the topics below shall be completed prior to initial start-up for all personnel. Initial training plan, including topics, with a brief statement of content and method of training shall be available for review. Initial training will include but not limited to the following topics:

1.4.1.2.1. A general orientation of basic bacteriological concepts, including the basics of how disease is caused and transmitted.

1.4.1.2.2. Infection control orientation, relating duty functions to how infections can be prevented, reduced, or contained through proper environmental sanitation methods and to the technical provisions of this specification.

1.4.1.2.3. Proper use and handling of supplies and equipment.

1.4.1.2.4. Care and maintenance of Contractor and Government-furnished property.

1.4.1.2.5. Familiarization with local fire prevention and safety procedures.

1.4.1.2.6. Familiarization with equipment operational manuals.

1.4.1.2.7. Individual duties and responsibilities.

1.4.1.2.8. Procedures for replenishing supplies and obtaining equipment repair.

1.4.1.2.9. Role of Contractor personnel and their impact on patient

care. 1.4.2.2.10. Techniques or methods for measuring the quality of work performance.

1.4.2.2.11. A general orientation of laundry operating procedures and policies.

1.4.2.2.12. Hazard communication, including location and access to the Material Safety Data Sheets (MSDS).

1.4.2.2.13. Compliance with Occupational Safety and Health Administration (OSHA)'s Bloodborne Pathogen Standard 29 CFR 1910.1030, which covers Universal precautions and use of PPE (Personal Protective Equipment).

1.4.2.2.14. Hepatitis B Virus (HBV) requirement.

1.4.1.3. Safety, protective clothing and equipment shall be provided and maintained by the contractor at the Contractor's own expense.

1.4.1.4. Personal Hygiene: Contractor personnel shall be clean and neat.

1.4.1.5. Exposure to Hazardous Working Conditions: Contractor personnel are required to perform work under potentially hazardous conditions. Contractor personnel shall be informed of potentially hazardous situations by Contractor, trained by Contractor in techniques required to recognize and deal with potentially hazardous situations in a manner which will minimize personal risk and required to adhere to standard techniques for personal who become injured or ill on the job at no cost to the Government.

1.4.1.6. Physical Examinations:

1.4.1.6.1. The contractor will be responsible for any physical examinations and emergency medical care of personnel.

1.4.1.6.2. Contractor's personnel who acquire a communicable illness must not perform service under the contract and must be free of illness before returning to work.

1.4.1.7. Miscellaneous:

The Contractor is responsible for compliance with all appropriate TJC, FDA, VA, and other regulatory agencies record keeping requirements.

1.4. QUALITY CONTROL AND QUALITY ASSURANCE FOR CONTRACT SERVICE

1.5.1. Quality Control: The Contractor shall have a Quality Control program to assure that the requirements of the contract are provided as specified. One copy of the Contractor's basic Quality Control Program shall be available for review by the COR. Subsequent changes to the approved Quality Control Program must also be reviewed and accepted by the COR. The program shall include, but not be limited to the following:

1.5.1.1. An inspection system covering the performance indicators given in Section 7, of the Quality Assurance/Performance Requirements summary.

1.5.1.2. A method for identifying deficiencies in the quality of services performed before the level of performance becomes unacceptable.

1.5.1.3. A file of all quality control inspections, inspection results and any corrective action required shall be maintained by the Contractor throughout the duration of this contract. This file shall be the property of the Government and shall be available to the COR during normal working hours. The file shall be turned over to the Government within 14 days of completion of termination or termination.

1.5.2. Quality Assurance: The Government will monitor the Contractor's performance. Assessments may be made monthly by the Government in accordance with stated limits on discrepancies.

1.5. GOVERNMENT REPRESENTATIVE. The COR is responsible for providing technical assistance to the CO in administration of the contract. This responsibility involves quality assurance inspection, surveillance reporting and monthly certification of the Contractor's performance by the COR. The CO will furnish the name of the COR prior to the start date of the contract. The Contractor shall be advised of the extent of the authority of the COR. The COR shall have access to plant facilities without necessity of prior notification to Contractor. Each phase of the services rendered under this contract is subject to Government inspection during both the Contractor's operation and after completion of tasks. The Government's program is not a substitute for quality control by the Contractor.

1.6. PERFORMANCE EVALUATION MEETINGS

1.7.1. The CPM shall meet with the COR on a minimum frequency of once each month according to schedule established by the COR.

1.7.2. The issuance of a Contract Discrepancy Report (CDR) may be cause for the scheduling of additional meeting(s) between the CPM and the COR. A mutual effort will be made to resolve all problems identified. The COR will prepare written minutes of these meetings. Should the CPM not concur with the minutes, a written statement will be presented to the CO and the CPM will be notified of the decision in writing by the CO.

1.7. CORRESPONDENCE. All correspondence relative to this contract shall bear the VA contract number, title and name of the VA medical center, and shall be addressed to the COR with a copy to the CO.

1.8. SECURITY. It is the responsibility of the Contractor to ensure that all extraneous articles, except trash, found in linens or in areas under the jurisdiction of the Contractor (i.e., medical instruments and personal items) are turned in to the COR daily (M - F). A note will accompany the articles returned identifying the area or origination, and the type of linen or item it was found on (ex: general, OR, special).

1.9. SAFETY AND FIRE PREVENTION:

1.10.1. In the performance of this contract, the Contractor must take such safety precautions as necessary to protect the lives and health of individuals within the laundry plant and transportation vehicles.

1.10.2. Fire and safety deficiencies, which exist and are part of the responsibility of the Contractor, must be corrected immediately. If the Contractor fails or refuses to correct deficiencies promptly, the CO may issue an order stopping all or any part of the work, and hold the Contractor in default of the contract.

1.10.3. The Contractor will comply with Federal, State and local safety and fire regulations and codes. The Contractor shall keep abreast of and comply with changes in these regulations and codes.

1.10.4. Contractor's personnel shall follow policies concerning fire/disaster programs.

1.10.5. The Contractor shall display approved warning devices in all areas where operations may cause traffic obstruction or personnel hazard.

1.10. Damage and Equipment loss:

1.11.1. All tasks accomplished by Contractor's personnel shall be performed to preclude damage or disfigurement of Government-owned furnishings, fixtures, equipment, and architectural or building structures. The Contractor shall verbally report immediately to the COR, any damage or disfigurement to these items when caused by Contractor's personnel. A follow-up written report will be given to the COR and a copy forwarded to CO.

1.11.2. When the Contractor has caused damage or loss of government property, or performance is determined to be unsatisfactory; the COR will issue a CDR. The Contractor will reply in writing, to the COR within 10 working days, stating the reason for the unsatisfactory condition, the corrective measures which have been taken and preventive procedures initiated.

1.11.3. Any damage caused to Government property during the course of the Contractor's performance of work under the contract shall be repaired or replaced to preexisting conditions at Contractor's own expense.

1.11. Linen Control

1.12.1. Contractor shall comply with all Government request and policies relative to linen control.

1.12.2. Contractor shall participate, as required by VA policy, in inventories of Government-provided specialty linen.

1.12.3. Any articles billed for, but missing, shall be supplied by the Contractor in the next regularly scheduled delivery at no additional cost to the Government.

1.12.4. VA owned items lost or badly damaged while under the control of the Contractor must be replaced within a 30-day period at the Contractor's cost.

1.12.5. Unusual losses, including suspected pilferage, shall be reported at once to the COR, who will take immediate action to investigate the loss. If the loss is not recovered, the cost of replacement will be negotiated with the Contracting Officer, along with the approval of the COR, on a quarterly basis. The Vendor will supply an itemized list (by location) of linen that will be replaced, (including item description, quantity and unit cost).

1.12.6. Claim of Patients and Employees. The Contractor shall establish procedures for the settlement of claims for loss or damage to property of patients and employees while in Contractor's possession. The procedures must be established, and a copy provided to the Contracting Officer for approval, within 20 calendar days after the contract award date.

1.12.7 Linen facility will have a permanent physical barrier separating pathways of soiled and clean linen so neither share or cross contaminate these designated areas and will meet negative air flow requirements adopted by the Healthcare Laundry Accreditation Council.

1.12. Delivery Requirements:

1.13.1. The Contractor shall provide the COR with a written report of all soiled linen processed and all clean linen delivered, showing cart number and weights. The information must be recorded on a daily basis and delivered to the COR.

1.13.2. The COR will verify the deliveries daily and discuss any discrepancies with the CPM.

1.13.3. The Contractor shall disinfect carts after removing soiled linen from them and before placing clean linen in them, with a Tuberculocidal Germicide, which has been approved by the COR. Carts containing clean linen being returned shall be covered with clean covers to protect them against

contamination while in transit between the laundry plant and the Medical Center. Laundry bags or liners, used to transport soiled laundry, must be laundered after use.

1.13.4. Clean linen and specialty items shall be available for transport Monday - Saturday. Soiled linen and specialty items will be available for processing Monday - Saturday. Deliveries will be between 8:00 – 8:30am, Monday – Saturday as set by the COR.

1.13.5. Clean linen will be processed and packaged as specified in Section 5.

1.13.6. Contractor's personnel shall clean the linen transport vehicle with a tuberculocidal germicide/disinfectant, which has been approved by the COR, prior to loading clean linen to be delivered to the VA Medical Center.

1.13.7. Clean linen delivery and soiled linen pickup shall be between 8:00 – 8:30am, M-S as established by the COR at the following Medical Center location:

VA-NWIHCS Building #9
4101 Woolworth Ave.
Omaha, NE 68105-1805

Note: The VA Medical Center has the right to change the delivery time with the vendor with a 24 hour notice.

1.13.8. The Contractor will pick up soiled linen as stated above with a turnaround time of 24 hours back to the VA Medical Center. i.e. Soiled linen picked up Monday morning will be returned Tuesday morning. Exception: However soiled linen picked up on Saturday morning will be returned on Monday morning.

1.13.9 Resident personal clothing will be segregated from other medical center textiles and will be returned in its own distinct cart. They will not be co-mingled with other laundry items.

1.13.10 The contractor is not expected to pick-up or deliver laundry on the following holidays:

- Memorial Day
- Fourth of July
- Labor Day
- Thanksgiving Day
- Christmas Day
- New Years' Day

Note: If there is to be any delay in delivery of the linen a phone call must be placed in advance to notify Omaha that the truck will not be able to arrive within the allotted time frame that has been set in the time listed above. The number to call will be provided, if no one answers the phone they must leave a message as to when they will be arriving.

1.13. Circumstances to be reported: The Contractor shall report any circumstances, which may affect the performance of the work and unhealthy or hazardous conditions or any delays or interference with work. Such

reports shall be made immediately upon discovery by the Contractor to the COR by phone and a follow-up fax/email.

1.14. **Contingency Plan:** Contractor shall furnish, with the proposal, a written Contingency Plan indicating that services can be continued in the event of Contractor's equipment and/or production facility failure. This Contingency Plan must also include immediate access to essential machine parts in case of mechanical break downs with no breaks in service.

Contingency plans for power outages/water shortages, etc will be in place with no break in service to assure a 24 hour turnaround of services. In addition, back up plans will also address possible transportation vehicle failure. Resulting with no break in service occurs.

Section 2 – DEFINITIONS/ACRONYMS

2.1. **DEFINITIONS.** Definitions used throughout this Performance Work Statement shall have the following meanings as set forth below:

Ancilliary Equipment. Equipment required for Contractor's operations but not directly related to laundry production, e.g., cleaning equipment.

Acceptable Quality Level (AQL). The maximum percent of defective work or number of defects that will be allowed before work is considered unsatisfactory. An AQL does not imply that the Contractor has knowingly performed in an unsatisfactory way, it implies that the Government recognizes that unsatisfactory performance sometimes happens unintentionally. As long as unsatisfactory performance does not exceed the AQL, the service will not be subject to payment reduction by the Government. The Contractor, however, must correct all unsatisfactory work unless excused by the COR.

Contract Discrepancy Report (CDR). Government formal documentation of Contractor's failure to provide services as required under the terms of the contract. The CDR requires the Contractor to explain in writing why performance was unsatisfactory, how performance will be returned to satisfactory levels, and how recurrence of the problem will be prevented in the future.

Clean. Laundered articles are dry and free of visible soil, lint and objectionable odor. Spots and stains are removed where practical without fabric damage. No residual harmful chemicals are present.

Consumable Supplies. Those supplies used in the day-to-day operation of the laundry, e.g., detergent, bleach, and alkali.

Contractor. An individual, partnership or organization having a contractual relationship with the Government for provision of service.

Contracting Officer (CO). The person with the authority to enter into, administer and/or terminate contracts and make related determinations and findings.

Contracting Officer's Representative (COR). Any person or persons authorized to act for the Contracting Officer within authority limits. (Lead/Facility)

Contractor's Plant Manager (CPM). Contractor's representative having supervisory responsibility and authority for total performance of work under the contract.

Cure Notice. A formal notification to the Contractor to correct a deficient situation or risk termination of contract.

Defect. Each instance of noncompliance with a contract requirement. A defect may be caused by either nonperformance or poor performance. Each defect is subject to deductions, as set forth in Section VII.

Delivery Point. Point which soiled linen is picked up for processing by the Contractor and clean linen delivered to the Medical Facility.

Department of Veterans Affairs. Government agency requiring services under the terms of the contract.

Emergency. An unforeseen combination of circumstances, or the resulting state, which requires immediate action. An emergency situation shall be declared by the CO and/or the COR.

Fair Wear and Tear Condition. That which is worn out by normal usage with no negligent misuse involved and cannot be used for its intended purpose.

Federal Holidays. The date of observance by the Federal Government of the following holidays: New Year's Day (1 January), King's Birthday (3rd Monday in January), Washington's Birthday (3rd Monday in February), Memorial Day (Last Monday in May), Independence Day (4th of July), Labor Day (1st Monday in September), Columbus Day (2nd Monday in October), Veteran's Day (11 November), Thanksgiving Day (4th Thursday in November), and Christmas Day (25 December). When such holiday falls on first non-workday, the preceding workday will be considered a holiday. When such holiday falls on the second non-workday, the next workday will be considered a holiday.

General Linens. Linens which are commercially available, such as, sheets, towels, blankets, bedspreads, pillowcases, washcloths, bath blankets, pajamas, bathrobes, underpads, fitted sheets, surgical linen and other items identified in Attachment 1. Contractor supplied linens do not have to have kromograph/logo.

Government. The United States Government, Headquarters, VA, VAMC, and the term used to refer to the officials designated to administer the contract or their designated representatives.

Headquarter. Veterans Affairs Central Office.

Infection Control Committee. The group designated for implementation and monitoring of the infection control program for the Medical Center as prescribed by TJC and the VA.

Laundry. To clean by chemical and mechanical action materials composed of natural or synthetic fibers. For the purposes of the contract the terms include tumble-drying, ironing, folding, and all other industry standard processes, which textile products undergo while in the laundry.

Linen. Reusable textile items composed, in whole or in part, of natural, synthetic or blended fibers.

Linen Inventory. An itemized listing of quantities and values for accounting purposes of linen items in circulation at the Medical Center(s).

Manning Chart. A survey chart or inventory for scheduling manpower requirements in an industrial plant showing each operation with number of workers.

Medical Center Director. The person with final responsibility for the mission of the Medical Center. A Medical Center Director may have final authority over more than one Medical Center.

Packaging. Packaging is the process by which cleaned garments and linen are returned to the Medical Center. Linen is delivered in linen carts by quotas according to established arrangement agreed upon by the CO, CPM, and COR. All linen is packaged securely to prevent possible contamination.

Patient Clothing. Personal property of patients, e.g., pants, shirts, underwear.

Personal Property. All Government property, except real property and expendable property.

Procedures Manual. A Contractor's written document describing in detail the methods normally used to accomplish tasks required by the contract, proper operation of equipment and normal fire/safety precautions.

Quality Assurance. Those actions taken by the government to check goods or services to determine that they meet the requirements of the PWS.

Quality Assurance Evaluator. Government employee(s) assigned to monitor and evaluate the quality and compliance with the Scope of Work statement requirements.

Quality Control. Those actions taken by the Contractor to control the production of goods or services so that they will meet the requirements of the SOW.

Sanitary. In a clean state, protected from the contamination of pathogenic organisms.

Satisfactory Performance. Within limits of the AQL, adherence to the requirements of the SOW.

Scope of Work (SOW). A document that describes accurately the essential technical requirements for services, including the standards used to determine whether the requirements have been met.

Separation. Physical separation of contaminated materials from other materials or personnel to prevent the spread of contamination.

Service. A job performed to the standard and within the acceptable quality level. The Contractor must do the specific job, meet the standard and meet the acceptable quality level before performance is acceptable and the Contractor is paid.

Serviceable Articles. Articles usable in their current condition or restorable by economically justified repair methods to usable condition.

Specialty Items. All textile items not classified as general linens. Examples - soap free linen, restraints, cubicle curtains, etc. **Standard.** A Government acknowledged measure of comparison.

Start Date. The date work under the contract is scheduled to begin.

Steam Tunnel Finishing. Finishes garments using steam to reduce/eliminate wrinkles in clothing items. Used instead of pressing many garments.

Surgical Linen. Linen utilized by surgical and /or specialized units. Normally blue or

green linen. **Surveillance Plan.** An organized written document used for quality assurance surveillance.

Task and Frequency Chart. Displays the required tasks and the minimum frequencies of performance.

Textile Care Processing Facility. A facility designed to render soiled linens clean, sanitary and aesthetically acceptable for reuse, in an efficient and non-damaging manner.

TJC (The Joint Commission). A national organization dedicated to improving the care, safety and treatment of patients in health care facilities.

Trash. Rubbish or refuse.

Uniforms. Government owned clothing worn by VA employees as a means of identification. **Unsatisfactory Performance.** Failure to meet the AOL.

Unserviceable Item. An item, which can no longer be used for its intended purpose.

VA (Department of Veterans Affairs). The Government agency requiring services under the terms of the contract. **VAMC.** Veterans Affairs Medical Center

2.2. Commonly used Acronyms

ALM	Association of Linen Management
AQL	Acceptable Quality Level
CDR	Contracting Discrepancy Report
CO	Contracting Officer
COR	Contracting Officer's Technical Representative
CPM	Contractor's Plant Manager
FW&T	Fair Wear and Tear
IAW	In Accordance With
IFI	International Fabricare Institute
IG	Inspector General
MCD	Medical Center Director
MIL-STD-105D	Specification for sampling procedures and tables for inspections by attributes.
N/A	Not Allowable
PWS	Performance Work Statement
M - F	Monday thru Friday
QAE	Quality Assurance Evaluator
QC	Quality Control
RS	Random Sampling
TJC	The Joint Commission
VA	Department of Veterans Affairs

Section 3 – GOVERNMENT FURNISHED PROPERTY and SERVICES

3.1. MATERIALS

- 3.1.1. The Government will provide forms, publications and services specifically identified in this contract as Government furnished.
- 3.1.2. Fair/wear/tear or unserviceable condition of specialty items will be determined by the COR
- 3.1.3. The Government will provide restroom and hand washing facilities for Contractor employees to wash their hands following exposure to blood or other body fluids while at the Medical Facility.
- 3.1.4. The Government will provide facility passes for Contractor's employees as necessary to fulfill provisions of this contract
- 3.1.5. The Government will provide a detailed list of specialty items to be laundered.

Section 4 – CONTRACTOR
FURNISHED ITEMS

- 4.1. MATERIALS. Contractor shall furnish all materials necessary to perform the tasks specified in the contract except to the extent specified in Section III. The Contractor shall secure all materials and supplies that comply with Local, State and Federal environmental laws.
- 4.2. VEHICLES. The Contractor shall provide all required vehicles, vehicle fuels, lubricants, and repairs necessary to perform services under this contract. All vehicles to be used under this contract must be maintained in a safe and serviceable condition during duration of this contract. In addition, the vehicles must be kept clean (exterior and interior) with no unsightly residue of dirt, mud, trash, and other debris. Vehicle efficiency is solely the responsibility of Contractor and the Contractor shall not be relieved of his contract responsibilities due to vehicle breakdown or failure of vehicles to operate.
- 4.3. CARTS. Contractor shall maintain bulk delivery linen carts in good repair for employee safety/ergonomics. Replacement or additional cart requirements shall be the responsibility of the Contractor. All carts shall be numbered and have empty weight indicated on both ends.
- 4.4. REPORTS AND DATA. The Contractor shall provide, in writing, to the COR the data and reports identified in Technical Exhibit.
- 4.5. MISCELLANEOUS. The Contractor shall furnish other items as identified within this contract, such as, orientation and training, medical exams, procedures manual, quality control program and required data.

Section 5 – SPECIFIC TASKS

5.1. The Contractor shall accept for processing all soiled linens, uniforms, patient clothing, mops, etc. After processing all items are to be finished and delivered to the Medical Center in accordance with the terms outlined below.

5.1.1. Flatwork items that must be conditioned, ironed and folded:

5.1.1.1. Apron, cook

5.1.1.2. Pillowcases, regular

5.1.1.3. Pillowcases, surgical

5.1.1.4. Sheets, poly/cotton, bed (Note: Fitted sheets return in bulk in a linen bag)

5.1.1.5. Tablecloth Towel, kitchen

5.1.1.6. Towel, huck

5.1.1.7. Wrappers, surgical and misc. surgical linen: small, medium and large

5.1.1.8. Surgical Scrubs:

- Tops- separated by size
- Bottom- separated by size
- Warm-up Jackets – separated by size

5.1.1.9. Miscellaneous: small, medium, large

- Warm-up Jackets – separated by size

5.1.2. Items that must be steam finished, wrinkle-free and placed on hangers:

5.1.2.1. Lab coats

5.1.2.2. Shirt, uniform

5.1.2.3. Trouser, uniform

5.1.2.4. Smock, knee length long coats

5.1.2.5. Coveralls

5.1.2.6. Scrubs used as a uniform

5.1.2.7. Dress top and bottom

5.1.2.8. Miscellaneous: small, medium, large

5.1.3. Items that must be tumbled dried and folded:

5.1.3.1. Bathrobe blankets

- 5.1.3.2. Bath blankets
- 5.1.3.3. Bedspread cover
- 5.1.3.4. Mattress
- 5.1.3.5. Curtains, cubicle
- 5.1.3.6. Curtains, shower
- 5.1.3.7. Gown, operating
- 5.1.3.8. Gown, patient
- 5.1.3.9. Gown, isolation
- 5.1.3.10. Pad, absorbent
- 5.1.3.11. Pad, mattress
- 5.1.3.12. Coat
- 5.1.3.13. Trousers
- 5.1.3.10. Towel, bath
- 5.1.3.11. Miscellaneous: small, medium, large
- 5.1.4. Items that must be cleaned, dried and returned in bulk:
 - 5.1.4.1. Mops, dry
 - 5.1.4.2. Mops, wet
 - 5.1.4.3. Mops, micro-fiber
 - 5.1.4.4. Mats, walk-off
 - 5.1.4.5. Pillows
 - 5.1.4.6. Safe Patient Handling Slings of various sizes and formations
 - 5.1.4.7. Specialty Patient Lift Sheets
 - 5.1.4.8. Wash Cloths (Flattened and Stacked)
 - 5.1.4.9. Miscellaneous: small, medium, large
- 5.1.5. Items that must be dried and placed in laundry bags:
 - 5.1.5.1. Linen bags (returned in bulk in respective type laundry bag; i.e. cloth bags returned in cloth bag; impervious bags returned in impervious bag.
 - 5.1.5.2. Miscellaneous: small, medium, large
- 5.1.6. Items that must be tumbled dried and folded (Resident Personal Clothing; SUDP,PRRTP, CLC, etc)

- 5.1.6.1 Pants (jeans, sweats, etc)
- 5.1.6.2 Shirts
- 5.1.6.3 Socks
- 5.1.6.4 Undergarments
- 5.1.6.5 Outer Wear (coats, sweaters, etc)
- 5.1.6.6 Other Misc Personal Items

5.2. UNIFORM PACKAGING

5.2.1. Linen is packaged in bulk by item according to quotas and established arrangement.

5.3. ADDITIONAL GUIDANCE.

5.3.1. To eliminate the need for separate listing of items that are received infrequently, the item "Miscellaneous: small, medium, large" is shown at the end of each lot. This should be interpreted as follows:

5.3.2. Laundry:

Small: An item requiring the approximate time, effort and cost to process as a pillowcase or wrapper. Medium: An item requiring the approximate time, effort and cost to process as a sheet or spread.

Large: An item requiring the approximate time, effort and cost to process as a blanket.

Section 6 - APPLICABLE REGULATIONS, MANUALS, SPECIFICATIONS and TECHNICAL

6.1. APPLICABLE REGULATIONS AND MANUALS

Documents applicable to the SOW are listed below. These documents are mandatory. At the start of the contract the Government shall provide one copy of all mandatory regulations, manuals and specifications listed below to the Contractor. Supplements and amendments thereto, shall be updated and shall be considered to be in full force and effective immediately upon receipt by the Contractor. The policies and procedures of mandatory directives shall be adhered to at all times. It is the Contractor's responsibility to insure that all mandatory publications are posted and up to date:

- ANSI/AAMI ST65:2000
- Healthcare Laundry Accreditation Council <http://www.hlacnet.org/>

6.2. TECHNICAL

6.2.1. Annual Workload Information by Medical Center:

6.2.1.1. The workload stated in the following schedule of services is approximate, based on the volume handled in FY-2015 and in no way is to be construed as a guarantee by the government as to work that will be processed under contract. In this regard, the workload is subject to changes resulting from many factors, i.e. hospital admissions, weather, mission changes, product changes (new light weight fabrics), etc.

6.2.1.1.1. VA-NWIHCS-OMAHA

ESTIMATED QUANTITIES: Historical data is provided and is impossible to determine the exact quantities during the contract term (Anticipate 10-12 carts picked up daily; has been as high as 15 (current cart dimensions of 3'x5'x5')).

Total Clean Pounds 613,739 lbs

Total Soiled Pounds

*Includes the Following:

General Linen

OR Linen

Uniforms - Lab coats

Mops (wet/dust)

Rags

Micro-fiber

**Includes standard items and station unique items not identified such as restraints, cubical curtains, spreads, and the like

**Includes standard items and station unique items not identified such as restraints, cubical curtains, spreads, and the like

6.2.2. Contractor Furnished Reports

6.2.2.1. Damage to Government property.

6.2.2.2. Monthly report of washroom chemical titration and PH.

6.2.2.3. ALM or COR approved laboratory test piece report (quarterly unless a problem develops) or independent Textile Laboratories.

6.2.2.4. Daily Soiled Linen Report to include:

* Pounds Received from Medical Facility

6.2.2.5. Daily report of Clean Linen shipped to include:

* Pounds Delivered to Medical Facility

* Number of Pieces per Schedule Line Item Received from Medical Facility

6.2.2.6. Detailed monthly statement of charges as stated in the Contract Terms and Conditions FAR Section 52.212-4.

6.2.2.7. Textile Care production information and cost report as found in VHA Handbook 1850.3 appendix B.

6.2.2.8. Other reports as required by the COTR.

6.2.3. Designated Pick-Up and Delivery Locations

6.2.3.1 Addresses:

VA-NWIHCS-
 OMAHA
 4101 Woolworth Ave.
 Omaha, NE 68105-
 1805

SECTION 7. QUALITY ASSURANCE SURVEILLANCE PLAN

- a. The Government will use the following quality assurance surveillance plan (QASP) as a method to evaluate the contractor’s performance of the contract requirements.
- b. The evaluation will be used to help determine the contractor’s annual performance rating which will be completed using the Contractor Performance Assessment Reporting System (CPARS) at <https://www.cpars.gov/>.
- c. The contractor’s performance will be measured using random sampling and periodic inspection surveillance methods.

Factor No.	Performance Indicator	Performance Standard	AQL Compliance Factor (Success)	Method – Type of Surveillance Reduction When AQL Exceeded	Deduction Amount (monthly billing)
1	Pickup/delivery schedule is met.	All quotas are delivered to Medical Center per established schedule.	No more than 1 discrepancy per month	COR daily inspection	Exercise of Option year and past performance
2.	Weights are accurate	Weight processed/ received equals weight billed	No more than 2 discrepancies per month	COR Delivery tickets and daily weight records	Exercise of Option year and past performance

3.	Laundry is clean	Laundry is clean, dry, free of lint and odor	95% of quantity sampled each month.	Random Sampling - carts of clean linen, once a week by COR	5% payment reduction
4.	Laundry is free of stains	No visible stains; spots and stains removed.	95% per /month - Washcloths, scrubs, scrub jackets, PJs, Robes; No visible stain greater than 1.25". Stains larger should be placed in Fair, Wear and Tear - Flat sheets, fitted sheets, blankets; No visible stain greater than 2.5". Stains larger should be placed in Fair, Wear and Tear	Random Sampling – specific item of clean linen, once a week.	5% payment reduction
5.	Proper textile finish for items	All articles are properly processed; articles are free from wrinkles and scorches.	95% per month - all items free of wrinkles	Random Sampling – specific item of clean linen, once a week.	5% payment reduction
6.	Proper textile finish for items	All articles are properly folded.	95% per month - under pads; folded so area that touches patient folds in - No linen folded inside out - All folds within one inch of correct position (all edges/corners align) - PJs, scrub jackets and like items will be folded so that size/label on	Random Sampling – specific item of clean linen, once a week.	5% payment reduction

			collar is visible		
7.	Packaging is properly accomplished.	Laundered items are bundled, tied, wrapped, covered, etc.	No more than 1 discrepancy per month	Random Sampling – carts clean linen, daily.	Exercise of Option year and past performance
8.	Provide required reports.	Data required submitted on time.	No more than 1 discrepancy per month.	Check list	Exercise of Option year and past performance
9.	Damaged Clean linen items.	Laundered items are not physically damaged due to improper processing or carelessness.	No more than 1 discrepancy per month.	Random Sampling - carts of clean linen, daily.	Exercise of Option year and past performance
10.	Customer Service	Customer complaints are negligible	1 discrepancy per month.	COR awareness	1% payment reduction
11.	Transport / Storage trailers/carts are cleaned with a tuberculocidal germicide/disinfectant, after unloading the soiled linen and prior to loading the trailer/cart with clean linen.	Trailers/carts are clean, dry, and free of visible soil.	2 % per month	Daily inspections; random unannounced visit to laundry site	Exercise of Option year and past performance
11.	Emergency response.	Contractor responds to emergency service request within one hour.	N/A	Customer Complaint	Exercise of Option year and past performance

SECTION C - CONTRACT CLAUSES

C.1 52.212-4 CONTRACT TERMS AND CONDITIONS—COMMERCIAL ITEMS (DEC 2014)

(a) *Inspection/Acceptance.* The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. If repair/replacement or reperformance will not correct the defects or is not possible, the Government may seek an equitable price reduction or adequate consideration for acceptance of nonconforming supplies or services. The Government must exercise its post-acceptance rights—

(1) Within a reasonable time after the defect was discovered or should have been discovered; and

(2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(b) *Assignment.* The Contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C. 3727). However, when a third party makes payment (e.g., use of the Governmentwide commercial purchase card), the Contractor may not assign its rights to receive payment under this contract.

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

(d) *Disputes.* This contract is subject to 41 U.S.C. chapter 71, Contract Disputes. Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR 52.233-1, Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(e) *Definitions.* The clause at FAR 52.202-1, Definitions, is incorporated herein by reference.

(f) *Excusable delays.* The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(g) Invoice.

(1) The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized) to the address designated in the contract to receive invoices. An invoice must include—

- (i) Name and address of the Contractor;
- (ii) Invoice date and number;
- (iii) Contract number, contract line item number and, if applicable, the order number;
- (iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;
- (v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;
- (vi) Terms of any discount for prompt payment offered;
- (vii) Name and address of official to whom payment is to be sent;
- (viii) Name, title, and phone number of person to notify in event of defective invoice; and
- (ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.
- (x) Electronic funds transfer (EFT) banking information.

(A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.

(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer—System for Award Management, or 52.232-34, Payment by Electronic Funds Transfer—Other Than System for Award Management), or applicable agency procedures.

(C) EFT banking information is not required if the Government waived the requirement to pay by EFT.

(2) Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR part 1315.

(h) *Patent indemnity.* The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

(i) *Payment.*—

(1) *Items accepted.* Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract.

(2) *Prompt payment.* The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and prompt payment regulations at 5 CFR part 1315.

(3) *Electronic Funds Transfer (EFT).* If the Government makes payment by EFT, see 52.212-5(b) for the appropriate EFT clause.

(4) *Discount.* In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

(5) *Overpayments.* If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall—

(i) Remit the overpayment amount to the payment office cited in the contract along with a description of the overpayment including the—

(A) Circumstances of the overpayment (e.g., duplicate payment, erroneous payment, liquidation errors, date(s) of overpayment);

(B) Affected contract number and delivery order number, if applicable;

(C) Affected contract line item or subline item, if applicable; and

(D) Contractor point of contact.

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

(6) *Interest.*

(i) All amounts that become payable by the Contractor to the Government under this contract shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury as provided in 41 U.S.C. 7109, which is applicable to the period in which the amount becomes due, as provided in (i)(6)(v) of this clause, and then at the rate applicable for each six-month period as fixed by the Secretary until the amount is paid.

(ii) The Government may issue a demand for payment to the Contractor upon finding a debt is due under the contract.

(iii) *Final decisions.* The Contracting Officer will issue a final decision as required by 33.211 if—

(A) The Contracting Officer and the Contractor are unable to reach agreement on the existence or amount of a debt within 30 days;

(B) The Contractor fails to liquidate a debt previously demanded by the Contracting Officer within the timeline specified in the demand for payment unless the amounts were not repaid because the Contractor has requested an installment payment agreement; or

(C) The Contractor requests a deferment of collection on a debt previously demanded by the Contracting Officer (see 32.607-2).

(iv) If a demand for payment was previously issued for the debt, the demand for payment included in the final decision shall identify the same due date as the original demand for payment.

(v) Amounts shall be due at the earliest of the following dates:

(A) The date fixed under this contract.

(B) The date of the first written demand for payment, including any demand for payment resulting from a default termination.

(vi) The interest charge shall be computed for the actual number of calendar days involved beginning on the due date and ending on—

(A) The date on which the designated office receives payment from the Contractor;

(B) The date of issuance of a Government check to the Contractor from which an amount otherwise payable has been withheld as a credit against the contract debt; or

(C) The date on which an amount withheld and applied to the contract debt would otherwise have become payable to the Contractor.

(vii) The interest charge made under this clause may be reduced under the procedures prescribed in 32.608-2 of the Federal Acquisition Regulation in effect on the date of this contract.

(j) *Risk of loss.* Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:

(1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or

(2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.

(k) *Taxes.* The contract price includes all applicable Federal, State, and local taxes and duties.

(l) *Termination for the Government's convenience.* The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

(m) *Termination for cause.* The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government

for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(n) *Title.* Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.

(o) *Warranty.* The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(p) *Limitation of liability.* Except as otherwise provided by an express warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.

(q) *Other compliances.* The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.

(r) *Compliance with laws unique to Government contracts.* The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. chapter 37, Contract Work Hours and Safety Standards; 41 U.S.C. chapter 87, Kickbacks; 41 U.S.C. 4712 and 10 U.S.C. 2409 relating to whistleblower protections; 49 U.S.C. 40118, Fly American; and 41 U.S.C. chapter 21 relating to procurement integrity.

(s) *Order of precedence.* Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order:

(1) The schedule of supplies/services.

(2) The Assignments, Disputes, Payments, Invoice, Other Compliances, Compliance with Laws Unique to Government Contracts, and Unauthorized Obligations paragraphs of this clause;

(3) The clause at 52.212-5.

(4) Addenda to this solicitation or contract, including any license agreements for computer software.

(5) Solicitation provisions if this is a solicitation.

(6) Other paragraphs of this clause.

(7) The Standard Form 1449.

(8) Other documents, exhibits, and attachments

(9) The specification.

(t) *System for Award Management (SAM).*

(1) Unless exempted by an addendum to this contract, the Contractor is responsible during performance and through final payment of any contract for the accuracy and completeness of the data within the SAM database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the SAM database after the initial registration, the Contractor is required to

review and update on an annual basis from the date of initial registration or subsequent updates its information in the SAM database to ensure it is current, accurate and complete. Updating information in the SAM does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(2)(i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in FAR subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to (A) change the name in the SAM database; (B) comply with the requirements of subpart 42.12; and (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (t)(2)(i) of this clause, or fails to perform the agreement at paragraph (t)(2)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the SAM information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

(3) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the SAM record to reflect an assignee for the purpose of assignment of claims (see Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the SAM database. Information provided to the Contractor's SAM record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.

(4) Offerors and Contractors may obtain information on registration and annual confirmation requirements via SAM accessed through <https://www.acquisition.gov>.

(u) *Unauthorized Obligations.*

(1) Except as stated in paragraph (u)(2) of this clause, when any supply or service acquired under this contract is subject to any End User License Agreement (EULA), Terms of Service (TOS), or similar legal instrument or agreement, that includes any clause requiring the Government to indemnify the Contractor or any person or entity for damages, costs, fees, or any other loss or liability that would create an Anti-Deficiency Act violation (31 U.S.C. 1341), the following shall govern:

(i) Any such clause is unenforceable against the Government.

(ii) Neither the Government nor any Government authorized end user shall be deemed to have agreed to such clause by virtue of it appearing in the EULA, TOS, or similar legal instrument or agreement. If the EULA, TOS, or similar legal instrument or agreement is invoked through an "I agree" click box or other comparable mechanism (e.g., "click-wrap" or "browse-wrap" agreements), execution does not bind the Government or any Government authorized end user to such clause.

(iii) Any such clause is deemed to be stricken from the EULA, TOS, or similar legal instrument or agreement.

(2) Paragraph (u)(1) of this clause does not apply to indemnification by the Government that is expressly authorized by statute and specifically authorized under applicable agency regulations and procedures.

(v) *Incorporation by reference.* The Contractor's representations and certifications, including those completed electronically via the System for Award Management (SAM), are incorporated by reference into the contract.

(End of Clause)

C.2 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS—COMMERCIAL ITEMS (DEC 2014)

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

(1) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (Dec 2014)

(2) 52.222-50, Combating Trafficking in Persons (FEB 2009) (22 U.S.C. 7104(g)).

Alternate I (AUG 2007) of 52.222-50 (22 U.S.C. 7104 (g)).

(3) 52.233-3, Protest After Award (Aug 1996) (31 U.S.C. 3553).

(4) 52.233-4, Applicable Law for Breach of Contract Claim (Oct 2004) (Public Laws 108-77 and 108-78 (19 U.S.C. 3805 note)).

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

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

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

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

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

(5) [Reserved]

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

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

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

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

(10) [Reserved]

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

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

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

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

(13) [Reserved]

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

(ii) Alternate I (NOV 2011).

(iii) Alternate II (NOV 2011).

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

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

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

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

(17)(i) 52.219-9, Small Business Subcontracting Plan (OCT 2014) (15 U.S.C. 637(d)(4)).

(ii) Alternate I (Oct 2001) of 52.219-9.

(iii) Alternate II (Oct 2001) of 52.219-9.

(iv) Alternate III (OCT 2014) of 52.219-9.

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

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

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

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

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

(23) 52.219-29, Notice of Set-Aside for Economically Disadvantaged Women-Owned Small Business (EDWOSB) Concerns (Jul 2013) (15 U.S.C. 637(m)).

(24) 52.219-30, Notice of Set-Aside for Women-Owned Small Business (WOSB) Concerns Eligible Under the WOSB Program (Jul 2013) (15 U.S.C. 637(m)).

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

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

(27) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).

(28) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).

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

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

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

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

(33) 52.222-54, Employment Eligibility Verification (AUG 2013). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)

(34)(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.)

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

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

(36)(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.

(37) 52.223-15, Energy Efficiency in Energy-Consuming Products (DEC 2007)(42 U.S.C. 8259b).

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

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

- (39) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (AUG 2011)
- (40) 52.225-1, Buy American—Supplies (MAY 2014) (41 U.S.C. chapter 83).
- (41)(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.
- (42) 52.225-5, Trade Agreements (NOV 2013) (19 U.S.C. 2501, *et seq.*, 19 U.S.C. 3301 note).
- (43) 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).
- (44) 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).
- (45) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).
- (46) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).
- (47) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).
- (48) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).
- (49) 52.232-33, Payment by Electronic Funds Transfer—System for Award Management (Jul 2013) (31 U.S.C. 3332).
- (50) 52.232-34, Payment by Electronic Funds Transfer—Other than System for Award Management (Jul 2013) (31 U.S.C. 3332).
- (51) 52.232-36, Payment by Third Party (MAY 2014) (31 U.S.C. 3332).
- (52) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).
- (53)(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:

[X] (1) 52.222-41, Service Contract Labor Standards (MAY 2014) (41 U.S.C. chapter 67).

[X] (2) 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
16010 Assembler	Grade NA-2
16070 Finisher, Flatwork, Machin	Grade NA-2
16090 Presser, Hand	Grade NA-2
16250 Washer, Machine (Washman)	Grade NA-3

[X] (3) 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).

[] (4) 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).

[] (5) 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).

[] (6) 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] (7) 52.222-17, Nondisplacement of Qualified Workers (MAY 2014) (E.O. 13495).

[] (8) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (MAY 2014) (42 U.S.C. 1792).

[] (9) 52.237-11, Accepting and Dispensing of \$1 Coin (SEP 2008) (31 U.S.C. 5112(p)(1)).

[X] (10) 52.222-55, Minimum Wages Under Executive Order 13658 (DEC 2014) (Executive Order 13658).

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

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

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to

the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

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

(e)(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause—

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

(ii) 52.219-8, Utilization of Small Business Concerns (OCT 2014) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$650,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(iii) 52.222-17, Nondisplacement of Qualified Workers (MAY 2014) (E.O. 13495). Flow down required in accordance with paragraph (l) of FAR clause 52.222-17.

(iv) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).

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

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

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

(viii) 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.

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

(x) 52.222-50, Combating Trafficking in Persons (FEB 2009) (22 U.S.C. 7104(g)).

Alternate I (AUG 2007) of 52.222-50 (22 U.S.C. 7104(g)).

(xi) 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).

(xii) 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).

(xiii) 52.222-54, Employment Eligibility Verification (AUG 2013).

(xiv) 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).

(xv) 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.

(xvi) 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.

(xvii) 52.222-55, Minimum Wages Under Executive Order 13658 (DEC 2014) (Executive Order 13658).

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

(End of Clause)

C.3 52.216-18 ORDERING (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from 08/1/2016 through 7/31/2017.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

(End of Clause)

C.4 52.216-19 ORDER LIMITATIONS (OCT 1995)

(a) *Minimum order.* When the Government requires supplies or services covered by this contract in an amount of less than \$2,500.00, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) *Maximum order.* The Contractor is not obligated to honor—

(1) Any order for a single item in excess of \$2,500;

(2) Any order for a combination of items in excess of \$400,000; or

(3) A series of orders from the same ordering office within sixty calendar days that together call for quantities exceeding the limitation in paragraph (b)(1) or (2) of this section.

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one

requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.

(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within three business days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of Clause)

C.5 52.216-22 INDEFINITE QUANTITY (OCT 1995)

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum." The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; *provided*, that the Contractor shall not be required to make any deliveries under this contract after 07/31/21.

(End of Clause)

C.6 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

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

(End of Clause)

C.7 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within thirty calendar days of contract expiration; provided that the Government gives the Contractor a

preliminary written notice of its intent to extend at least sixty calendar days of contract expiration days before the contract expires. The preliminary notice does not commit the Government to an extension.

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

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

(d) The specified rates under this clause will be those rates in effect under the contract each time an option is exercised under this clause.

(End of Clause)

C.8 52.232-19 AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR (APR 1984)

Funds are not presently available for performance under this contract beyond 09/30/2015. The Government's obligation for performance of this contract beyond that date is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise for performance under this contract beyond 09/30/2015, until funds are made available to the Contracting Officer for performance and until the Contractor receives notice of availability, to be confirmed in writing by the Contracting Officer.

(End of Clause)

C.9 52.237-3 CONTINUITY OF SERVICES (JAN 1991)

(a) The Contractor recognizes that the services under this contract are vital to the Government and must be continued without interruption and that, upon contract expiration, a successor, either the Government or another contractor, may continue them. The Contractor agrees to (1) furnish phase-in training and (2) exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor.

(b) The Contractor shall, upon the Contracting Officer's written notice, (1) furnish phase-in, phase-out services for up to 90 days after this contract expires and (2) negotiate in good faith a plan with a successor to determine the nature and extent of phase-in, phase-out services required. The plan shall specify a training program and a date for transferring responsibilities for each division of work described in the plan, and shall be subject to the Contracting Officer's approval. The Contractor shall provide sufficient experienced personnel during the phase-in, phase-out period to ensure that the services called for by this contract are maintained at the required level of proficiency.

(c) The Contractor shall allow as many personnel as practicable to remain on the job to help the successor maintain the continuity and consistency of the services required by this contract. The Contractor also shall disclose necessary personnel records and allow the successor to conduct on-site interviews with these employees. If selected employees are agreeable to the change, the Contractor shall release them at a mutually agreeable date and negotiate transfer of their earned fringe benefits to the successor.

(d) The Contractor shall be reimbursed for all reasonable phase-in, phase-out costs (i.e., costs incurred within the agreed period after contract expiration that result from phase-in, phase-out operations) and a fee (profit) not to exceed a pro rata portion of the fee (profit) under this contract.

(End of Clause)

C.10 52.246-4 INSPECTION OF SERVICES—FIXED-PRICE (AUG 1996)

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

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

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

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

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

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

(End of Clause)

C.11 SUBCONTRACTING COMMITMENTS--MONITORING AND COMPLIANCE (JUN 2011)

This solicitation includes VAAR 852.215-70, Service-Disabled Veteran-Owned and Veteran-Owned Small Business Evaluation Factors, and VAAR 852.215-71, Evaluation Factor Commitments. Accordingly, any contract resulting from this solicitation will include these clauses. The contractor is advised in performing contract administration functions, the CO may use the services of a support contractor(s) to assist in assessing contractor compliance with the subcontracting commitments incorporated into the contract. To that end, the support contractor(s) may require access to the contractor's business records or other proprietary data to review such business records regarding contract compliance with this requirement. All support contractors conducting this review on behalf of VA will be required to sign an "Information Protection and Non-Disclosure and Disclosure of Conflicts of Interest Agreement" to ensure the contractor's business records or other proprietary data reviewed or obtained in the course of

assisting the CO in assessing the contractor for compliance are protected to ensure information or data is not improperly disclosed or other impropriety occurs. Furthermore, if VA determines any services the support contractor(s) will perform in assessing compliance are advisory and assistance services as defined in FAR 2.101, Definitions, the support contractor(s) must also enter into an agreement with the contractor to protect proprietary information as required by FAR 9.505-4, obtaining access to proprietary information, paragraph (b). The contractor is required to cooperate fully and make available any records as may be required to enable the CO to assess the contractor compliance with the subcontracting commitments.

(End of Clause)

C.12 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

<http://www.acquisition.gov/far/index.html>
<http://www.va.gov/oal/library/vaar/>

(End of Clause)

<u>FAR Number</u>	<u>Title</u>	<u>Date</u>
52.203-17	CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS	APR 2014

C.13 52.203-98 PROHIBITION ON CONTRACTING WITH ENTITIES THAT REQUIRE CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS—REPRESENTATION (DEVIATION) (FEB 2015)

(a) In accordance with section 743 of Division E, Title VII, of the Consolidated and Further Continuing Resolution Appropriations Act, 2015 (Pub. L. 113-235), Government agencies are not permitted to use funds appropriated (or otherwise made available) under that or any other Act for contracts with an entity that requires employees or subcontractors of such entity seeking to report fraud, waste, or abuse to sign internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or contractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

(b) The prohibition in paragraph (a) of this provision does not contravene requirements applicable to Standard Form 312, Form 4414, or any other form issued by a Federal department or agency governing the nondisclosure of classified information.

(c) *Representation.* By submission of its offer, the Offeror represents that it does not require employees or subcontractors of such entity seeking to report fraud, waste, or abuse to sign internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

(End of Provision)

<u>FAR Number</u>	<u>Title</u>	<u>Date</u>
52.204-4	PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER	MAY 2011
52.204-9	PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL	JAN 2011
52.219-6	NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE	NOV 2011
52.219-14	LIMITATIONS ON SUBCONTRACTING	NOV 2011
52.223-2	AFFIRMATIVE PROCUREMENT OF BIOBASED PRODUCTS UNDER SERVICE AND CONSTRUCTION CONTRACTS	SEP 2013
52.228-5	INSURANCE—WORK ON A GOVERNMENT INSTALLATION	JAN 1997
52.232-40	PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS	DEC 2013

C.14 VAAR 852.203-70 COMMERCIAL ADVERTISING (JAN 2008)

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

(End of Clause)

C.15 VAAR 852.203-71 DISPLAY OF DEPARTMENT OF VETERAN AFFAIRS HOTLINE POSTER (DEC 1992)

(a) Except as provided in paragraph (c) below, the Contractor shall display prominently, in common work areas within business segments performing work under VA contracts, Department of Veterans Affairs Hotline posters prepared by the VA Office of Inspector General.

(b) Department of Veterans Affairs Hotline posters may be obtained from the VA Office of Inspector General (53E), P.O. Box 34647, Washington, DC 20043-4647.

(c) The Contractor need not comply with paragraph (a) above if the Contractor has established a mechanism, such as a hotline, by which employees may report suspected instances of improper conduct, and instructions that encourage employees to make such reports.

(End of Clause)

C.16 VAAR 852.228-71 INDEMNIFICATION AND INSURANCE (JAN 2008)

(a) Indemnification. The contractor expressly agrees to indemnify and save the Government, its officers, agents, servants, and employees harmless from and against any and all claims, loss, damage, injury, and liability, however caused, resulting from, arising out of, or in any way connected with the performance of work under this agreement. Further, it is agreed that any negligence or alleged negligence of the Government, its officers, agents, servants, and employees, shall not be a bar to a claim for indemnification unless the act or omission of the Government, its officers, agents, servants, and employees is the sole, competent, and producing cause of such claims, loss, damage, injury, and liability.

At the option of the contractor, and subject to the approval by the contracting officer of the sources, insurance coverage may be employed as guaranty of indemnification.

(b) Insurance. Satisfactory insurance coverage is a condition precedent to award of a contract. In general, a successful bidder must present satisfactory evidence of full compliance with State and local requirements, or those below stipulated, whichever are the greater. More specifically, workers' compensation and employer's liability coverage will conform to applicable State law requirements for the service contemplated, whereas general liability and aircraft liability of comprehensive type shall, in the absence of higher statutory minimums, be required in the amounts per aircraft used of not less than \$200,000 per person and \$500,000 per occurrence for bodily injury and \$200,000 per occurrence for property damage. Coverage for passenger liability bodily injury shall be at least \$200,000 multiplied by the number of seats or passengers, whichever is greater. State-approved sources of insurance coverage ordinarily will be deemed acceptable to the Department of Veterans Affairs installation, subject to timely certifications by such sources of the types and limits of the coverages afforded by the sources to the bidder.

(End of Clause)

C.17 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.18 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 Nebraska. 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 05-2325 (Rev.-17) 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.: 2005-2325

Daniel W. Simms Division of | Revision No.: 17

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.

States: Iowa, Nebraska

Area: Iowa Counties of Adams, Buena Vista, Cass, Cherokee, Clay, Crawford,
 Dickinson, Fremont, Harrison, Ida, Lyon, Mills, Monona, Montgomery, Obrien,
 Osceola, Page, Plymouth, Pottawattamie, Sac, Shelby, Sioux, Woodbury
 Nebraska Counties of Burt, Butler, Cass, Cedar, Colfax, Cuming, Dakota, Dixon,
 Dodge, Douglas, Gage, Johnson, Lancaster, Madison, Nemaha, Otoe, Pawnee,
 Pierce, Richardson, Sarpy, Saunders, Stanton, Thurston, Washington, Wayne

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

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		13.31
01012 - Accounting Clerk II		14.94
01013 - Accounting Clerk III		18.73
01020 - Administrative Assistant		20.14
01040 - Court Reporter		19.61
01051 - Data Entry Operator I		11.53
01052 - Data Entry Operator II		12.58
01060 - Dispatcher, Motor Vehicle		17.90
01070 - Document Preparation Clerk		12.76
01090 - Duplicating Machine Operator		12.76
01111 - General Clerk I		12.53
01112 - General Clerk II		13.67
01113 - General Clerk III		17.51
01120 - Housing Referral Assistant		17.59
01141 - Messenger Courier		11.68
01191 - Order Clerk I		11.55
01192 - Order Clerk II		12.60

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01261 - Personnel Assistant (Employment) I	14.81
01262 - Personnel Assistant (Employment) II	17.58
01263 - Personnel Assistant (Employment) III	19.55
01270 - Production Control Clerk	18.04
01280 - Receptionist	12.32
01290 - Rental Clerk	12.30
01300 - Scheduler, Maintenance	13.94
01311 - Secretary I	13.94
01312 - Secretary II	15.59
01313 - Secretary III	17.59
01320 - Service Order Dispatcher	15.74
01410 - Supply Technician	20.14
01420 - Survey Worker	12.93
01531 - Travel Clerk I	12.17
01532 - Travel Clerk II	12.94
01533 - Travel Clerk III	13.73
01611 - Word Processor I	13.07
01612 - Word Processor II	14.67
01613 - Word Processor III	16.41
05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer, Fiberglass	18.50
05010 - Automotive Electrician	18.93
05040 - Automotive Glass Installer	18.38
05070 - Automotive Worker	18.38
05110 - Mobile Equipment Servicer	16.99
05130 - Motor Equipment Metal Mechanic	19.53
05160 - Motor Equipment Metal Worker	18.38
05190 - Motor Vehicle Mechanic	17.96

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05220 - Motor Vehicle Mechanic Helper	16.21
05250 - Motor Vehicle Upholstery Worker	18.08
05280 - Motor Vehicle Wrecker	18.38
05310 - Painter, Automotive	18.93
05340 - Radiator Repair Specialist	17.13
05370 - Tire Repairer	13.49
05400 - Transmission Repair Specialist	19.53
07000 - Food Preparation And Service Occupations	
07010 - Baker	11.54
07041 - Cook I	10.87
07042 - Cook II	12.11
07070 - Dishwasher	8.33
07130 - Food Service Worker	9.03
07210 - Meat Cutter	12.74
07260 - Waiter/Waitress	7.74
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	16.35
09040 - Furniture Handler	12.31
09080 - Furniture Refinisher	16.35
09090 - Furniture Refinisher Helper	13.99
09110 - Furniture Repairer, Minor	15.17
09130 - Upholsterer	16.35
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	9.63
11060 - Elevator Operator	9.63
11090 - Gardener	14.37
11122 - Housekeeping Aide	10.67
11150 - Janitor	10.39

11210 - Laborer, Grounds Maintenance	11.65
11240 - Maid or Houseman	9.05
11260 - Pruner	11.11
11270 - Tractor Operator	13.44
11330 - Trail Maintenance Worker	11.65
11360 - Window Cleaner	11.27
12000 - Health Occupations	
12010 - Ambulance Driver	15.76
12011 - Breath Alcohol Technician	15.75
12012 - Certified Occupational Therapist Assistant	22.31
12015 - Certified Physical Therapist Assistant	19.08
12020 - Dental Assistant	15.10
12025 - Dental Hygienist	33.94
12030 - EKG Technician	23.41
12035 - Electroneurodiagnostic Technologist	23.41
12040 - Emergency Medical Technician	14.46
12071 - Licensed Practical Nurse I	14.68
12072 - Licensed Practical Nurse II	16.43
12073 - Licensed Practical Nurse III	18.32
12100 - Medical Assistant	14.00
12130 - Medical Laboratory Technician	16.42
12160 - Medical Record Clerk	14.21
12190 - Medical Record Technician	15.90
12195 - Medical Transcriptionist	15.22
12210 - Nuclear Medicine Technologist	31.93
12221 - Nursing Assistant I	10.49
12222 - Nursing Assistant II	11.79
12223 - Nursing Assistant III	12.87

12224 - Nursing Assistant IV	14.44
12235 - Optical Dispenser	13.87
12236 - Optical Technician	11.74
12250 - Pharmacy Technician	13.17
12280 - Phlebotomist	14.44
12305 - Radiologic Technologist	23.06
12311 - Registered Nurse I	22.24
12312 - Registered Nurse II	27.20
12313 - Registered Nurse II, Specialist	27.20
12314 - Registered Nurse III	32.91
12315 - Registered Nurse III, Anesthetist	32.91
12316 - Registered Nurse IV	39.44
12317 - Scheduler (Drug and Alcohol Testing)	19.95
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	17.43
13012 - Exhibits Specialist II	21.58
13013 - Exhibits Specialist III	26.39
13041 - Illustrator I	19.13
13042 - Illustrator II	23.71
13043 - Illustrator III	29.00
13047 - Librarian	23.91
13050 - Library Aide/Clerk	9.09
13054 - Library Information Technology Systems Administrator	21.59
13058 - Library Technician	15.09
13061 - Media Specialist I	15.58
13062 - Media Specialist II	17.42
13063 - Media Specialist III	19.42

13071 - Photographer I		13.89
13072 - Photographer II		15.54
13073 - Photographer III		19.17
13074 - Photographer IV		22.54
13075 - Photographer V		27.27
13110 - Video Teleconference Technician		14.95
14000 - Information Technology Occupations		
14041 - Computer Operator I		15.26
14042 - Computer Operator II		17.08
14043 - Computer Operator III		20.69
14044 - Computer Operator IV		22.16
14045 - Computer Operator V		24.58
14071 - Computer Programmer I	(see 1)	24.18
14072 - Computer Programmer II	(see 1)	
14073 - Computer Programmer III	(see 1)	
14074 - Computer Programmer IV	(see 1)	
14101 - Computer Systems Analyst I	(see 1)	
14102 - Computer Systems Analyst II	(see 1)	
14103 - Computer Systems Analyst III	(see 1)	
14150 - Peripheral Equipment Operator		15.26
14160 - Personal Computer Support Technician		22.16
15000 - Instructional Occupations		
15010 - Aircrew Training Devices Instructor (Non-Rated)		30.60
15020 - Aircrew Training Devices Instructor (Rated)		34.46
15030 - Air Crew Training Devices Instructor (Pilot)		40.44
15050 - Computer Based Training Specialist / Instructor		30.60
15060 - Educational Technologist		27.15
15070 - Flight Instructor (Pilot)		40.44

15080 - Graphic Artist	21.89	
15090 - Technical Instructor	21.17	
15095 - Technical Instructor/Course Developer		23.58
15110 - Test Proctor	17.08	
15120 - Tutor	17.08	
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations		
16010 - Assembler	9.03	
16030 - Counter Attendant	9.03	
16040 - Dry Cleaner	10.82	
16070 - Finisher, Flatwork, Machine	9.03	
16090 - Presser, Hand	9.03	
16110 - Presser, Machine, Drycleaning		9.03
16130 - Presser, Machine, Shirts	9.03	
16160 - Presser, Machine, Wearing Apparel, Laundry		9.03
16190 - Sewing Machine Operator	11.44	
16220 - Tailor	12.11	
16250 - Washer, Machine	9.68	
19000 - Machine Tool Operation And Repair Occupations		
19010 - Machine-Tool Operator (Tool Room)		19.95
19040 - Tool And Die Maker	22.62	
21000 - Materials Handling And Packing Occupations		
21020 - Forklift Operator	14.53	
21030 - Material Coordinator	18.04	
21040 - Material Expediter	18.04	
21050 - Material Handling Laborer	12.09	
21071 - Order Filler	11.76	
21080 - Production Line Worker (Food Processing)		14.53
21110 - Shipping Packer	14.67	

21130 - Shipping/Receiving Clerk	14.67
21140 - Store Worker I	11.77
21150 - Stock Clerk	14.98
21210 - Tools And Parts Attendant	14.53
21410 - Warehouse Specialist	14.53
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	26.14
23021 - Aircraft Mechanic I	24.89
23022 - Aircraft Mechanic II	26.14
23023 - Aircraft Mechanic III	27.45
23040 - Aircraft Mechanic Helper	20.66
23050 - Aircraft, Painter	24.50
23060 - Aircraft Servicer	23.11
23080 - Aircraft Worker	23.40
23110 - Appliance Mechanic	18.35
23120 - Bicycle Repairer	13.49
23125 - Cable Splicer	26.38
23130 - Carpenter, Maintenance	16.67
23140 - Carpet Layer	18.06
23160 - Electrician, Maintenance	21.66
23181 - Electronics Technician Maintenance I	21.23
23182 - Electronics Technician Maintenance II	23.35
23183 - Electronics Technician Maintenance III	23.92
23260 - Fabric Worker	17.71
23290 - Fire Alarm System Mechanic	20.26
23310 - Fire Extinguisher Repairer	16.65
23311 - Fuel Distribution System Mechanic	26.39
23312 - Fuel Distribution System Operator	22.22

23370 - General Maintenance Worker	16.54
23380 - Ground Support Equipment Mechanic	24.89
23381 - Ground Support Equipment Servicer	23.11
23382 - Ground Support Equipment Worker	23.40
23391 - Gunsmith I	16.65
23392 - Gunsmith II	18.76
23393 - Gunsmith III	20.57
23410 - Heating, Ventilation And Air-Conditioning Mechanic	22.40
23411 - Heating, Ventilation And Air Contditioning Mechanic (Research Facility)	23.40
23430 - Heavy Equipment Mechanic	18.56
23440 - Heavy Equipment Operator	18.14
23460 - Instrument Mechanic	23.27
23465 - Laboratory/Shelter Mechanic	19.75
23470 - Laborer	12.09
23510 - Locksmith	19.51
23530 - Machinery Maintenance Mechanic	19.36
23550 - Machinist, Maintenance	18.26
23580 - Maintenance Trades Helper	14.65
23591 - Metrology Technician I	22.91
23592 - Metrology Technician II	23.34
23593 - Metrology Technician III	24.08
23640 - Millwright	20.83
23710 - Office Appliance Repairer	20.16
23760 - Painter, Maintenance	15.61
23790 - Pipefitter, Maintenance	26.10
23810 - Plumber, Maintenance	25.32

23820 - Pneudraulic Systems Mechanic	20.57
23850 - Rigger	20.57
23870 - Scale Mechanic	18.76
23890 - Sheet-Metal Worker, Maintenance	22.73
23910 - Small Engine Mechanic	16.69
23931 - Telecommunications Mechanic I	23.54
23932 - Telecommunications Mechanic II	26.07
23950 - Telephone Lineman	19.67
23960 - Welder, Combination, Maintenance	16.05
23965 - Well Driller	18.93
23970 - Woodcraft Worker	20.57
23980 - Woodworker	15.36
24000 - Personal Needs Occupations	
24570 - Child Care Attendant	9.72
24580 - Child Care Center Clerk	13.42
24610 - Chore Aide	10.04
24620 - Family Readiness And Support Services Coordinator	14.31
24630 - Homemaker	15.60
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	19.95
25040 - Sewage Plant Operator	20.76
25070 - Stationary Engineer	19.95
25190 - Ventilation Equipment Tender	14.84
25210 - Water Treatment Plant Operator	20.76
27000 - Protective Service Occupations	
27004 - Alarm Monitor	15.14
27007 - Baggage Inspector	13.01

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27008 - Corrections Officer	17.79
27010 - Court Security Officer	22.20
27030 - Detection Dog Handler	16.42
27040 - Detention Officer	17.79
27070 - Firefighter	22.36
27101 - Guard I	13.01
27102 - Guard II	16.42
27131 - Police Officer I	22.90
27132 - Police Officer II	25.45
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	11.27
28042 - Carnival Equipment Repairer	11.72
28043 - Carnival Equipment Worker	8.15
28210 - Gate Attendant/Gate Tender	14.00
28310 - Lifeguard	11.34
28350 - Park Attendant (Aide)	15.66
28510 - Recreation Aide/Health Facility Attendant	11.43
28515 - Recreation Specialist	13.43
28630 - Sports Official	12.47
28690 - Swimming Pool Operator	17.03
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	19.13
29020 - Hatch Tender	19.13
29030 - Line Handler	19.13
29041 - Stevedore I	18.13
29042 - Stevedore II	20.23
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	35.77

30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	24.66
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	27.16
30021 - Archeological Technician I	18.46
30022 - Archeological Technician II	20.64
30023 - Archeological Technician III	25.57
30030 - Cartographic Technician	25.57
30040 - Civil Engineering Technician	20.26
30061 - Drafter/CAD Operator I	18.46
30062 - Drafter/CAD Operator II	20.64
30063 - Drafter/CAD Operator III	23.02
30064 - Drafter/CAD Operator IV	27.98
30081 - Engineering Technician I	16.00
30082 - Engineering Technician II	17.95
30083 - Engineering Technician III	20.08
30084 - Engineering Technician IV	24.89
30085 - Engineering Technician V	30.45
30086 - Engineering Technician VI	36.83
30090 - Environmental Technician	21.47
30210 - Laboratory Technician	22.74
30240 - Mathematical Technician	25.41
30361 - Paralegal/Legal Assistant I	17.58
30362 - Paralegal/Legal Assistant II	21.80
30363 - Paralegal/Legal Assistant III	26.65
30364 - Paralegal/Legal Assistant IV	32.25
30390 - Photo-Optics Technician	25.37
30461 - Technical Writer I	19.99
30462 - Technical Writer II	24.46
30463 - Technical Writer III	29.39

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30491 - Unexploded Ordnance (UXO) Technician I	22.74
30492 - Unexploded Ordnance (UXO) Technician II	27.51
30493 - Unexploded Ordnance (UXO) Technician III	32.97
30494 - Unexploded (UXO) Safety Escort	22.74
30495 - Unexploded (UXO) Sweep Personnel	22.74
30620 - Weather Observer, Combined Upper Air Or (see 2)	23.02
Surface Programs	
30621 - Weather Observer, Senior (see 2)	25.27
31000 - Transportation/Mobile Equipment Operation Occupations	
31020 - Bus Aide	11.66
31030 - Bus Driver	15.35
31043 - Driver Courier	13.50
31260 - Parking and Lot Attendant	8.57
31290 - Shuttle Bus Driver	14.43
31310 - Taxi Driver	9.88
31361 - Truckdriver, Light	14.43
31362 - Truckdriver, Medium	21.01
31363 - Truckdriver, Heavy	19.94
31364 - Truckdriver, Tractor-Trailer	19.94
99000 - Miscellaneous Occupations	
99030 - Cashier	8.71
99050 - Desk Clerk	10.58
99095 - Embalmer	29.68
99251 - Laboratory Animal Caretaker I	10.85
99252 - Laboratory Animal Caretaker II	11.13
99310 - Mortician	34.13
99410 - Pest Controller	16.74
99510 - Photofinishing Worker	11.95

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99710 - Recycling Laborer	13.67
99711 - Recycling Specialist	15.77
99730 - Refuse Collector	12.60
99810 - Sales Clerk	12.39
99820 - School Crossing Guard	12.83
99830 - Survey Party Chief	26.90
99831 - Surveying Aide	14.56
99832 - Surveying Technician	18.47
99840 - Vending Machine Attendant	13.19
99841 - Vending Machine Repairer	14.70
99842 - Vending Machine Repairer Helper	13.19

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 8 years, 4 weeks after 15 years, and 5 weeks after 20 years.

Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year, New Year's Day, Martin Luther

King Jr's Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4174)

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

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

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

- (1) The application of systems analysis techniques and procedures, including consulting with users, to determine hardware, software or system functional specifications;
- (2) The design, development, documentation, analysis, creation, testing or modification of computer systems or programs, including prototypes, based on and related to user or system design specifications;
- (3) The design, documentation, testing, creation or modification of computer programs related to machine operating systems; or
- (4) A combination of the aforementioned duties, the performance of which requires the same level of skills. (29 C.F.R. 541.400).

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

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

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

HAZARDOUS PAY DIFFERENTIAL: An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or

in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives.

Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving regrading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

**** UNIFORM ALLOWANCE ****

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

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

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

Conformance Process:

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

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

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).

- 2) After contract award, the contractor prepares a written report listing in order proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees

performs any contract work.

3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).

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

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

6) The contractor informs the affected employees.

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

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

Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination.

SECTION E - SOLICITATION PROVISIONS

E.1 52.203-99 PROHIBITION ON CONTRACTING WITH ENTITIES THAT REQUIRE CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS (DEVIATION) (FEB 2015)

(a) The Contractor shall not require employees or contractors seeking to report fraud, waste, or abuse to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

(b) The contractor shall notify employees that the prohibitions and restrictions of any internal confidentiality agreements covered by this clause are no longer in effect.

(c) The prohibition in paragraph (a) of this clause does not contravene requirements applicable to Standard Form 312, Form 4414, or any other form issued by a Federal department or agency governing the nondisclosure of classified information.

(d)(1) In accordance with section 743 of Division E, Title VII, of the Consolidated and Further Continuing Resolution Appropriations Act, 2015 (Pub. L. 113-235), use of funds appropriated (or otherwise made available) under that or any other Act may be prohibited, if the Government determines that the Contractor is not in compliance with the provisions of this clause.

(2) The Government may seek any available remedies in the event the contractor fails to comply with the provisions of this clause.

(End of Clause)

E.2 52.204-20 PREDECESSOR OF OFFEROR (APR 2016)

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

Commercial and Government Entity (CAGE) code means—

(1) An identifier assigned to entities located in the United States and its outlying areas by the Defense Logistics Agency (DLA) Contractor and Government Entity (CAGE) Branch to identify a commercial or government entity, or

(2) An identifier assigned by a member of the North Atlantic Treaty Organization (NATO) or by NATO's Support Agency (NSPA) to entities located outside the United States and its outlying areas that DLA Contractor and Government Entity (CAGE) Branch records and maintains in the CAGE master file. This type of code is known as an NCAGE code.

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

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.

(b) 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.

(c) If the Offeror has indicated “is” in paragraph (b) 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.3 52.209-5 REPRESENTATION BY CORPORATIONS REGARDING AN UNPAID TAX LIABILITY OR A FELONY CONVICTION UNDER ANY FEDERAL LAW (DEVIATION)(MAR 2012)

(a) In accordance with Division H, sections 8124 and 8125 of P.L. 112-74 and sections 738 and 739 of P.L. 112-55 none of the funds made available by either Act may be used to enter into a contract with any corporation that—

(1) Has an unpaid federal tax liability, unless the agency has considered suspension or debarment of the corporation and the Suspension and Debarment Official has made a determination that this action is not necessary to protect the interests of the Government.

(2) Has a felony criminal violation under any Federal or State law within the preceding 24 months, unless the agency has considered suspension or debarment of the corporation and Suspension and Debarment Official has made a determination that this action is not necessary to protect the interests of the Government.

(b) The Offeror represents that—

(1) The offeror does does not have any unpaid Federal tax liability that has been assessed and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

(2) The offeror, its officers or agents acting on its behalf have have not been convicted of a felony criminal violation under a Federal or State law within the preceding 24 months.

(End of Provision)

E.4 52.209-7 INFORMATION REGARDING RESPONSIBILITY MATTERS (JUL 2013)

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

"Administrative proceeding" means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative Proceedings, Civilian Board of Contract Appeals Proceedings, and Armed Services Board of Contract Appeals Proceedings). This includes administrative proceedings at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include agency actions such as contract audits, site visits, corrective plans, or inspection of deliverables.

"Federal contracts and grants with total value greater than \$10,000,000" means—

- (1) The total value of all current, active contracts and grants, including all priced options; and
- (2) The total value of all current, active orders including all priced options under indefinite-delivery, indefinite-quantity, 8(a), or requirements contracts (including task and delivery and multiple-award Schedules).

"Principal" 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).

(b) The offeror [] has [] does not have current active Federal contracts and grants with total value greater than \$10,000,000.

(c) If the offeror checked "has" in paragraph (b) of this provision, the offeror represents, by submission of this offer, that the information it has entered in the Federal Awardee Performance and Integrity Information System (FAPIS) is current, accurate, and complete as of the date of submission of this offer with regard to the following information:

(1) Whether the offeror, and/or any of its principals, has or has not, within the last five years, in connection with the award to or performance by the offeror of a Federal contract or grant, been the subject of a proceeding, at the Federal or State level that resulted in any of the following dispositions:

- (i) In a criminal proceeding, a conviction.
- (ii) In a civil proceeding, a finding of fault and liability that results in the payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more.
- (iii) In an administrative proceeding, a finding of fault and liability that results in—
 - (A) The payment of a monetary fine or penalty of \$5,000 or more; or
 - (B) The payment of a reimbursement, restitution, or damages in excess of \$100,000.
- (iv) In a criminal, civil, or administrative proceeding, a disposition of the matter by consent or compromise with an acknowledgment of fault by the Contractor if the proceeding could have led to any of the outcomes specified in paragraphs (c)(1)(i), (c)(1)(ii), or (c)(1)(iii) of this provision.

(2) If the offeror has been involved in the last five years in any of the occurrences listed in (c)(1) of this provision, whether the offeror has provided the requested information with regard to each occurrence.

(d) The offeror shall post the information in paragraphs (c)(1)(i) through (c)(1)(iv) of this provision in FAPIIS as required through maintaining an active registration in the System for Award Management database via <https://www.acquisition.gov> (see 52.204-7).

(End of Provision)

E.5 52.212-1 INSTRUCTIONS TO OFFERORS—COMMERCIAL ITEMS (APR 2014)

(a) *North American Industry Classification System (NAICS) code and small business size standard.* The NAICS code and small business size standard for this acquisition appear in Block 10 of the solicitation cover sheet (SF 1449). However, the small business size standard for a concern which submits an offer in its own name, but which proposes to furnish an item which it did not itself manufacture, is 500 employees.

(b) *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 solicitation 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 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(b) for those representations and certifications that the offeror shall complete electronically);
- (9) Acknowledgment of Solicitation Amendments;
- (10) Past performance information, when included as an evaluation factor, to include recent and relevant contracts for the same or similar items and other references (including contract numbers, points of contact with telephone numbers and other relevant information); and
- (11) 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.

(c) *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.

(d) *Product samples.* When required by the solicitation, product samples shall be submitted at or prior to the time specified for receipt of offers. Unless otherwise specified in this solicitation, these samples shall be submitted at no expense to the Government, and returned at the sender's request and expense, unless they are destroyed during preaward testing.

(e) *Multiple offers.* Offerors are encouraged to submit multiple offers presenting alternative terms and conditions or commercial items for satisfying the requirements of this solicitation. Each offer submitted will be evaluated separately.

(f) 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 by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that offers or revisions are due.

(2)(i) 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. 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.

(g) *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.

(h) *Multiple awards*. The Government may accept any item or group of items of an offer, unless the offeror qualifies the offer by specific limitations. Unless otherwise provided in the Schedule, offers may not be submitted for quantities less than those specified. The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit prices offered, unless the offeror specifies otherwise in the offer.

(i) Availability of requirements documents cited in the solicitation.

(1)(i) The GSA Index of Federal Specifications, Standards and Commercial Item Descriptions, FPMR Part 101-29, and copies of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained for a fee by submitting a request to—

GSA Federal Supply Service Specifications Section

Suite 8100 470 East L'Enfant Plaza, SW

Washington, DC 20407

Telephone (202) 619-8925

Facsimile (202) 619-8978.

(ii) If the General Services Administration, Department of Agriculture, or Department of Veterans Affairs issued this solicitation, a single copy of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained free of charge by submitting a request to the addressee in paragraph (i)(1)(i) of this provision. Additional copies will be issued for a fee.

(2) Most unclassified Defense specifications and standards may be downloaded from the following ASSIST websites:

(i) ASSIST (<https://assist.dla.mil/online/start/>);

(ii) Quick Search (<http://quicksearch.dla.mil/>);

(iii) ASSISTdocs.com (<http://assistdocs.com>).

(3) Documents not available from ASSIST may be ordered from the Department of Defense Single Stock Point (DoDSSP) by?

(i) Using the ASSIST Shopping Wizard (<https://assist.dla.mil/wizard/index.cfm>);

(ii) Phoning the DoDSSP Customer Service Desk (215) 697-2179, Mon-Fri, 0730 to 1600 EST; or

(iii) Ordering from DoDSSP, Building 4, Section D, 700 Robbins Avenue, Philadelphia, PA 19111-5094, Telephone (215) 697-2667/2179, Facsimile (215) 697-1462.

(4) Nongovernment (voluntary) standards must be obtained from the organization responsible for their preparation, publication, or maintenance.

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

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

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

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

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

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

(4) A summary of the rationale for award;

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

(6) 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.

(End of Provision)

E.6 52.212-2 EVALUATION—COMMERCIAL ITEMS (OCT 2014)

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

1. **Experience:** The Contractor shall have experience in providing Medical Center laundry/linen services. The firm must have gained this experience as a result of being primarily engaged in the business of providing laundry/linen services in Medical Center environments (e.g. inpatient and outpatient medical treatment facilities) for a minimum of three consecutive years prior to submitting proposal.
2. **Standards of Operations:** Offers shall provide proof of physical separation, through the presence of a barrier wall and the use of pass-through equipment is required to maintain positive air pressure in the clean section relative to a negative air pressure in the soiled section. Contractor must show proof of bins having covers for transport to Omaha, NE facility. Contractor must show process/ability to disinfect carts and transport vehicles.
3. **Quality Control:** Offers shall describe their techniques for maintaining quality control for their products.
4. **Contingency Plan:** Offerors shall furnish a written Contingency Plan indicating actions to be taken in case of facility or transportation vehicle failure with no break in service or the 24 hour turn-around of linen requirement.

(b) *Options.* The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. The Government may determine that an offer is unacceptable if the option prices are significantly unbalanced. Evaluation of options shall not obligate the Government to exercise the option(s). For the purposes of the award of this Contract, the Government intends to evaluate the option to extend services under FAR 52.217-8 as follows: The evaluation will consider the possibility that the option can be exercised at any time, and can be exercised in increments of one to six months, but for no more than a total of six months during the life of the contract. The evaluation will assume that the prices for any option exercised under FAR 52.217-8 will be at the same rates as those in effect under the contract at the time the option is exercised. The evaluation will therefore assume that the addition of the price or prices of any possible extension or extensions under FAR 52.217-8 to the total price for the basic requirement and the total price for the priced options has the same effect on the total price of all proposals relative to each other, and will not affect the ranking of proposals based on price, unless, after reviewing the proposals, the Government determines that there is a basis for finding otherwise. This evaluation will not obligate the Government to exercise any option under FAR 52.217-8."

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

(End of Provision)

E.7 52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS— COMMERCIAL ITEMS (DEC 2014)

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

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

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

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

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

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

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

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

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

“Manufactured end product” means any end product in Federal Supply Classes (FSC) 1000-9999, except—

- (1) FSC 5510, Lumber and Related Basic Wood Materials;
- (2) Federal Supply Group (FSG) 87, Agricultural Supplies;
- (3) FSG 88, Live Animals;
- (4) FSG 89, Food and Related Consumables;
- (5) FSC 9410, Crude Grades of Plant Materials;

- (6) FSC 9430, Miscellaneous Crude Animal Products, Inedible;
- (7) FSC 9440, Miscellaneous Crude Agricultural and Forestry Products;
- (8) FSC 9610, Ores;
- (9) FSC 9620, Minerals, Natural and Synthetic; and
- (10) FSC 9630, Additive Metal Materials.

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

“Restricted business operations” means business operations in Sudan that include power production activities, mineral extraction activities, oil-related activities, or the production of military equipment, as those terms are defined in the Sudan Accountability and Divestment Act of 2007 (Pub. L. 110-174). Restricted business operations do not include business operations that the person (as that term is defined in Section 2 of the Sudan Accountability and Divestment Act of 2007) conducting the business can demonstrate—

- (1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;
- (2) Are conducted pursuant to specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;
- (3) Consist of providing goods or services to marginalized populations of Sudan;
- (4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;
- (5) Consist of providing goods or services that are used only to promote health or education; or
- (6) Have been voluntarily suspended.

“Sensitive technology”—

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

- (i) To restrict the free flow of unbiased information in Iran; or
- (ii) To disrupt, monitor, or otherwise restrict speech of the people of Iran; and

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

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

(1) Means a small business concern—

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

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

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

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

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

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

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

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

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

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

(1) Directly by a parent corporation; or

(2) Through another subsidiary of a parent corporation.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(2) Foreign End Products:

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

_____	_____
_____	_____
_____	_____

[List as necessary]

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

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

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

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

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

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

[List as necessary]

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

Other Foreign End Products:

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

_____	_____
_____	_____
_____	_____

[List as necessary]

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

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

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

Canadian End Products:

Line Item No.

[List as necessary]

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

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

Canadian or Israeli End Products:

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

_____	_____
_____	_____
_____	_____

[List as necessary]

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

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

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

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

[List as necessary]

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

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

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

Other End Products:

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

[List as necessary]

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

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

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

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

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

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

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

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

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

(ii) *Examples.*

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

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

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

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

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

(1) *Listed end products.*

Listed End Product Listed Countries of Origin

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

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

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

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

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

(2) Outside the United States.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

TIN: _____.

TIN has been applied for.

TIN is not required because:

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

Offeror is an agency or instrumentality of a foreign government;

Offeror is an agency or instrumentality of the Federal Government.

(4) *Type of organization.*

Sole proprietorship;

Partnership;

Corporate entity (not tax-exempt);

Corporate entity (tax-exempt);

Government entity (Federal, State, or local);

Foreign government;

International organization per 26 CFR 1.6049-4;

Other _____.

(5) *Common parent.*

Offeror is not owned or controlled by a common parent;

Name and TIN of common parent:

Name _____.

TIN _____.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Immediate owner CAGE code:

Immediate owner legal name:

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

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

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

Highest-level owner CAGE code:

Highest-level owner legal name:

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

(End of Provision)

E.8 52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a Firm-Fixed-Price, Indefinite Quantity contract resulting from this solicitation.

(End of Provision)

E.9 52.233-2 SERVICE OF PROTEST (SEP 2006)

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

Kelly Nussbaum

Contracting Officer
Hand-Carried Address:

Department of Veterans Affairs

Network Contracting Office 23 (NCO 23)

2011 W 26th Street
Sioux Falls SD 57106
Mailing Address:

Department of Veterans Affairs

Network Contracting Office 23 (NCO 23)
Contracting, 90C
2501 W 22nd Street
Sioux Falls SD 57106

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

(End of Provision)

E.10 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

<http://www.acquisition.gov/far/index.html>
<http://www.va.gov/oal/library/vaar/>

(End of Provision)

<u>FAR Number</u>	<u>Title</u>	<u>Date</u>
52.204-16	COMMERCIAL AND GOVERNMENT ENTITY CODE REPORTING	NOV 2014
52.204-17	OWNERSHIP OR CONTROL OF OFFEROR	NOV 2014

E.11 VAAR 852.233-70 PROTEST CONTENT/ALTERNATIVE DISPUTE RESOLUTION (JAN 2008)

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

- (1) Include the name, address, fax number, and telephone number of the protester;
- (2) Identify the solicitation and/or contract number;
- (3) Include an original signed by the protester or the protester's representative and at least one copy;
- (4) Set forth a detailed statement of the legal and factual grounds of the protest, including a description of resulting prejudice to the protester, and provide copies of relevant documents;
- (5) Specifically request a ruling of the individual upon whom the protest is served;
- (6) State the form of relief requested; and
- (7) Provide all information establishing the timeliness of the protest.

(b) Failure to comply with the above may result in dismissal of the protest without further consideration.

(c) Bidders/offerors and contracting officers are encouraged to use alternative dispute resolution (ADR) procedures to resolve protests at any stage in the protest process. If ADR is used, the Department of Veterans Affairs will not furnish any documentation in an ADR proceeding beyond what is allowed by the Federal Acquisition Regulation.

(End of Provision)

PLEASE NOTE: The correct mailing information for filing alternate protests is as follows:

Deputy Assistant Secretary for Acquisition and Logistics,
Risk Management Team, Department of Veterans Affairs
810 Vermont Avenue, N.W.
Washington, DC 20420

Or for solicitations issued by the Office of Construction and Facilities Management:

Director, Office of Construction and Facilities Management
811 Vermont Avenue, N.W.
Washington, DC 20420

E.12 VAAR 852.270-1 REPRESENTATIVES OF CONTRACTING OFFICERS (JAN 2008)

The contracting officer reserves the right to designate representatives to act for him/her in furnishing technical guidance and advice or generally monitor the work to be performed under this contract. Such designation will be in writing and will define the scope and limitation of the designee's authority. A copy of the designation shall be furnished to the contractor.

(End of Provision)