

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

1. REQUISITION NO.  
550-17-1-232-0005

PAGE 1 OF 71

2. CONTRACT NO. 3. AWARD/EFFECTIVE DATE 4. ORDER NO. 5. SOLICITATION NUMBER 6. SOLICITATION ISSUE DATE

VA69D-16-Q-1202 08-31-2016

7. FOR SOLICITATION INFORMATION CALL: a. NAME Kevin Adkins b. TELEPHONE NO. (No Collect Calls) 217-554-4544 8. OFFER DUE DATE/LOCAL TIME 09-19-2016 4PM

9. ISSUED BY CODE 36C252 10. THIS ACQUISITION IS  UNRESTRICTED OR  SET ASIDE: \_\_\_\_\_ % FOR:  
 Great Lakes Acquisition Center (GLAC)  SMALL BUSINESS  WOMEN-OWNED SMALL BUSINESS  
 Department of Veteran Affairs  HUBZONE SMALL BUSINESS  (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED  
 115 S 84th Street, Suite 101  SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS  EDWOSB  NAICS: 812332  
 WI 53214-1476  8(A)  SIZE STANDARD: \$38.5 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 36C252 16. ADMINISTERED BY CODE 36C252  
 Great Lakes Acquisition Center (GLAC) Department of Veterans Affairs 115 S 84th Street, Suite 101  
 Milwaukee WI 53214-1476  
 Great Lakes Acquisition Center (GLAC) Department of Veterans Affairs 115 S 84th Street, Suite 101  
 Milwaukee WI 53214-1476

17a. CONTRACTOR/OFFEROR CODE FACILITY CODE 18a. PAYMENT WILL BE MADE BY CODE  
 Department of Veterans Affairs Financial Services Center PO Box 149971 Austin TX 78714-9971  
 PHONE: 877-353-9791 FAX: 512-460-5540

TELEPHONE NO. DUNS: DUNS+4: 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER  18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED  SEE ADDENDUM

| 19. ITEM NO. | 20. See CONTINUATION Page SCHEDULE OF SUPPLIES/SERVICES  | 21. QUANTITY | 22. UNIT | 23. UNIT PRICE | 24. AMOUNT |
|--------------|--|--------------|----------|----------------|------------|
|              | The Contractor shall provide all labor, materials, equipment transportation and supervision necessary to provide initial inventory of mats in the styles, sizes and quantities; and ongoing cleaning, maintenance and replacement services at the Veterans Affairs Illiana Health Care System (VAIHCS), Danville, Illinois.<br><br>Services to be provided in accordance with the schedule and Statement of Work Requirements (SOW)<br><br>A site visit shall be held on Thursday September 8, 2016 at 1PM. Contractors shall obtain visitors badges at Police Service prior to site visit. Visit will begin in Conference Room 132G in Building 102.<br><br>All requests for information shall be submitted by 4PM on Monday September 12, 2016. Responses shall be posted by 12PM Wednesday September 14, 2016<br><br>(Use Reverse and/or Attach Additional Sheets as Necessary) |              |          |                |            |

25. ACCOUNTING AND APPROPRIATION DATA See CONTINUATION Page 550-3670162-232-856400-2580-010054000 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 1 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) Kevin Adkins Contracting Officer 31c. DATE SIGNED

**Table of Contents**

**SECTION A..... 1**

    A.1 SF 1449 SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS..... 1

**SECTION B - CONTINUATION OF SF 1449 BLOCKS..... 4**

    B.1 CONTRACT ADMINISTRATION DATA..... 4

    B.2 LIMITATIONS ON SUBCONTRACTING-- MONITORING AND COMPLIANCE (JUN 2011)..... 5

    B.3 SUBCONTRACTING COMMITMENTS--MONITORING AND COMPLIANCE (JUN 2011)..... 5

    B.4 DESCRIPTION/SPECIFICATIONS/WORK STATEMENT: ..... 6

    B.5 PRICE/COST SCHEDULE ..... 10

        ITEM INFORMATION ..... 10

**SECTION C - CONTRACT CLAUSES ..... 16**

    C.1 52.212-4 CONTRACT TERMS AND CONDITIONS—COMMERCIAL ITEMS (MAY 2015)..... 16

    C.2 52.203-99 PROHIBITION ON CONTRACTING WITH ENTITIES THAT REQUIRE CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS (DEVIATION) (FEB 2015) ... 21

    C.3 52.216-18 ORDERING (OCT 1995) ..... 22

    C.4 52.216-19 ORDER LIMITATIONS (OCT 1995)..... 22

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

    C.6 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)..... 23

    C.7 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)..... 23

    C.8 VAAR 852.203-70 COMMERCIAL ADVERTISING (JAN 2008) ..... 23

    C.9 VAAR 852.215-71 EVALUATION FACTOR COMMITMENTS (DEC 2009)..... 23

    C.10 VAAR 852.232-72 ELECTRONIC SUBMISSION OF PAYMENT REQUESTS (NOV 2012)..... 24

    C.11 VAAR 852.237-70 CONTRACTOR RESPONSIBILITIES (APR 1984)..... 25

    C.12 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)..... 25

    C.13 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS—COMMERCIAL ITEMS (JUN 2016)..... 25

**SECTION D - CONTRACT DOCUMENTS, EXHIBITS, OR ATTACHMENTS ..... 32**

    ATTACHMENT 1 WAGE DETERMINATION VERMILION..... 32

    ATTACHMENT 2 - PAST PERFORMANCE QUESTIONNAIRE ..... 42

**SECTION E - SOLICITATION PROVISIONS ..... 45**

    E.1 52.212-1 INSTRUCTIONS TO OFFERORS—COMMERCIAL ITEMS (OCT 2015)..... 45

    E.2 QUOTE SUBMISSION INFORMATION AND EVALUATION CRITERIA..... 49

    E.3 52.203-98 PROHIBITION ON CONTRACTING WITH ENTITIES THAT REQUIRE CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS—REPRESENTATION (DEVIATION) (FEB 2015)..... 51

    E.4 52.204-16 COMMERCIAL AND GOVERNMENT ENTITY CODE REPORTING (JUL 2015)..... 51

    E.5 52.204-17 OWNERSHIP OR CONTROL OF OFFEROR (NOV 2014)..... 52

E.6 52.204-20 PREDECESSOR OF OFFEROR (APR 2016)..... 53

E.7 52.209-5 REPRESENTATION BY CORPORATIONS REGARDING AN UNPAID TAX  
LIABILITY OR A FELONY CONVICTION UNDER ANY FEDERAL LAW  
(DEVIATION)(MAR 2012) ..... 54

E.8 VAAR 852.215-70 SERVICE-DISABLED VETERAN-OWNED AND VETERAN-  
OWNED SMALL BUSINESS EVALUATION FACTORS (DEC 2009)..... 55

E.9 VAAR 852.270-1 REPRESENTATIVES OF CONTRACTING OFFICERS (JAN 2008).. 55

E.10 52.212-2 EVALUATION—COMMERCIAL ITEMS (OCT 2014) ..... 56

E.11 52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS—COMMERCIAL  
ITEMS (APR 2016) ..... 56

## 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: Name: \_\_\_\_\_

Address: \_\_\_\_\_

City, State: \_\_\_\_\_

Point of Contact: \_\_\_\_\_

Phone No: \_\_\_\_\_

Email: \_\_\_\_\_

b. GOVERNMENT: Contracting Officer 36C252 Kevin Adkins

Great Lakes Acquisition Center (GLAC)

Department of Veteran Affairs

115 S 84th Street, Suite 101

WI 53214-1476

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

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

52.232-36, Payment by Third Party

3. INVOICES: Invoices shall be submitted in arrears:

a. Quarterly

b. Semi-Annually

c. Other  Monthly

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

Department of Veterans Affairs

Financial Services Center

PO Box 149971

Austin TX 78714-9971

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

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

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

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

## **B.3 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.

## **B.4 DESCRIPTION/SPECIFICATIONS/WORK STATEMENT:**

### **A. GENERAL REQUIREMENTS:**

The Contractor shall provide all labor, materials, equipment, transportation and supervision necessary to provide initial inventory of mats in the styles, sizes and quantities; and ongoing cleaning, maintenance and replacement services at Veterans Affairs Illiana Health Care System (VAIHCS), Danville, Illinois.

### **B. MAT SIZES, QUANTITIES AND COMPONENT SPECIFICATIONS:**

1. Rubber: 100% Nitrile Rubber
2. Floor Side Pattern: Hugger waffle-grid design
3. Certified Safe: Certified High-Traction by the National Floor Safety Institute. Mat design to resist slips, trips-and-falls.
4. Non-Flammable: Product must pass Federal Flammability Standard DOC FF 1-70, per testing by Professional Testing Laboratory Inc.
5. Quantity, size, and type shall be as follows:

| <b>Location</b> | <b>Quantity</b> | <b>Mat Size</b> |
|-----------------|-----------------|-----------------|
| Building 58     | 2               | 4x6             |
|                 | 2               | 3x10            |
| Building 98     | 2               | 3x5             |
|                 | 6               | 4x6             |
| Building 101    | 2               | 3x5             |
|                 | 3               | 4x6             |
| Building 102    | 4               | 3x5             |
|                 | 7               | 4x6             |
|                 | 2               | 3x10            |
| Building 103    | 3               | 3x5             |
|                 | 5               | 4x6             |
| Building 104    | 1               | 3x5             |
|                 | 2               | 4x6             |
| Building 125    | 3               | 4x6             |
| Extra Mats      | 6               | 4x6             |

**C. PERFORMANCE REQUIREMENTS:**

1. The Contractor shall provide an initial approximate inventory and submit for review the styles, sizes and quantities of mats the quantities and locations with the COR. It is strongly encouraged the Contractor conducts a pre-bid walk-through.
2. The Contractor shall perform initial placement of mats at designated locations throughout the VA medical center.
3. The contractor shall clean, sanitize, maintain, and replace mats once per week unless otherwise noted.
4. Contractor shall remove soiled mats and replace them with clean, sanitized mats.
5. Soiled mats shall be professionally cleaned and returned to inventory stock.
6. When mats are replaced, if the replacement mat is temporarily left in a rolled state will not be left in a manner that will create a hazardous condition such as a slip, trip or fall.
7. VAIHCS reserve the right to add additional mat locations as desired at the price outlined in price sheet.

**D. BACKGROUND:**

Veterans Affairs Illiana Health Care System (VAIHCS), Danville, Illinois provides ambulatory care, primary care, and secondary care in acute medicine and surgery, specialized tertiary care, transplant services, spinal cord injury, outpatient care, and a full range of extended care and mental health services. VAIHCS provides a full range of specialized medical services.

**E. PLACES OF PERFORMANCE:**

|    |   |
|----|---|
| 1. | VAIHCS<br>1900 E. Main St.<br>Danville, IL. 61832 |
|----|---|

**F. HOURS OF OPERATION:** The contractor shall provide the services identified in this contract between the hours of 8:00 AM and 4:30 PM, once a week per location, except when a Federal holiday falls on said day, in which case service will be provided Tuesday. The holidays observed by the Federal Government are:

- New Year’s Day;
- Martin Luther King’s Birthday;
- Washington’s Birthday
- Memorial Day;
- Independence Day;
- Labor Day;
- Columbus Day;
- Veterans Day;
- Thanksgiving Day;
- Christmas Day; and

- Any other holiday specifically declared by the President of the United States to be a national holiday.

**G. PERIOD OF PERFORMANCE:** One Base period with the possibility of four one year option periods.

|                               |                                    |
|-------------------------------|------------------------------------|
| Base Period:                  | 1 October 2016 — 30 September 2017 |
| 1 <sup>st</sup> Option Period | 1 October 2017 — 30 September 2018 |
| 2 <sup>nd</sup> Option Period | 1 October 2018 — 30 September 2019 |
| 3 <sup>rd</sup> Option Period | 1 October 2019 — 30 September 2020 |
| 4 <sup>th</sup> Option Period | 1 October 2020 — 30 September 2021 |

**H. CHECK IN/SECURITY:**

1. Check In:

a. The Department of Veterans Affairs location is a Government facility requiring proper identification for all personnel entering the grounds/facilities. Contractor shall be required to comply with all security and personnel identification processes at each facility.

2. Contractor Check-In: The contractor's employees shall report to the location's designated VA Contracting Officer's Representative (COR), prior to the performance of each service.

3. Security:

a. Contractor shall maintain a current listing of employees performing this contract. The list shall include the employee's name, address, phone number, social security number, level of security and position. The list shall be validated and signed by the company Facility Security Officer and provided to the Contracting Office and COR. An updated listing shall be provided when an employee's status or information changes. The Contractor has 24 hours to inform the Contracting Office and COR that an employee's status has changed unless it is a pick up day. On pick up days the contractor shall immediately inform the Contracting Office by FAX at 217-554-4167 and the COR by email: [Freddy.Bullock@va.gov](mailto:Freddy.Bullock@va.gov)

b. Contractor and Staff shall comply with all VA security requirements.

c. Contractor personnel shall report to the COR any information or circumstances of which they are aware that may pose a threat to the security of Department of Veterans Affairs personnel, contractor personnel, resources and classified and unclassified information.

d. Contractor employees are prohibited from possessing weapons, firearms, or ammunition, on themselves or their contractor owned or privately owned vehicle while on the property of the VA.

e. If the Contracting Officer (CO) finds it in the best interest of the Government he/she may at any time during the performance of this contract order the Contractor to remove any of his/her personnel from further performance under this contract for reasons of their moral character, unethical conduct, security reasons or violation of on-site building rules. In the event that it becomes necessary to replace any Contractor personnel for any of the above reasons, the Contractor shall bear all costs associated with such removal, including the costs for the replacement of any personnel so removed. These charges will not be billable to the Government.

f. In the event of an accident on the Department of Veterans Affairs property or involving Government personnel or property, the Contractor shall submit a report immediately to the COR in letter form that shall include the following: (1) the time and date of occurrence; (2) the place of occurrence; (3) a list of personnel directly involved; and (4) a narrative or description of the accident to include

chronological order of the accident and circumstances; (5) corrective action to prevent future occurrences.

g. The Contractor shall not hold any discussions or release any information relating to the contract to anyone not having a direct interest in performance of this contract, without written consent of the CO. This restriction applies to all news releases of information to the public, industry or Government agencies.

h. The Contractor shall not advertise information about projects performed for this contract without Government review and approval. Advertisement is considered but not limited to promotional brochures, posters, tradeshow handouts, world-wide-web pages, magazines, newspapers and similar promotions.

i. The Contractor will be provided a visitors access badge for building access.

**I. ADMINISTRATIVE:**

1. Federal holidays or weekends:

a. Unless directed by the COR, work at the site(s) shall not take place on Federal holidays or weekends. When a holiday falls on Sunday, the following Monday will be observed as a legal holiday. When a holiday falls on a Saturday, the preceding Friday is observed by the U.S. Government agencies.

2. Deliverables:

a. A service ticket with an itemized list of all mats removed, replaced, and location shall be completed by the contractor and provided to the COR upon completion of each weekly service at each location.

3. Invoice:

a. Payment will be made monthly in arrears upon receipt of a consolidated properly prepared, itemized invoice and submitted to VA Electronic Payment System <http://www.fsc.va.gov/einvoice.asp> for certification by the COR. Contractor will only invoice for mats that are replaced/sanitized.

b. A properly prepared invoice will contain:

- o Invoice Number and Date
- o Contractor's Name and Address
- o Accurate Purchase Order Number
- o Itemization of mats serviced
- o Dates service performed
- o Locations of service performed
- o Total amount due

c. A consolidated invoice will be prepared for all facilities serviced. Invoices are submitted monthly in arrears.

**B.5 PRICE/COST SCHEDULE****ITEM INFORMATION**

| <b>ITEM NUMBER</b> | <b>DESCRIPTION OF SUPPLIES/SERVICE</b>  | <b>QUANTITY</b> | <b>UNIT</b> | <b>UNIT PRICE</b> | <b>AMOUNT</b> |
|--------------------|---|-----------------|-------------|-------------------|---------------|
| <b>0001</b>        | The Contractor shall provide all labor, materials, equipment, transportation and supervision necessary to provide ongoing weekly cleaning, maintenance and replacement services of 34 4X6 mats at Veterans Affairs Illiana Health Care System (VAIHCS), Danville, Illinois. Quantity is estimated based upon current need.<br>Contract Period: Base<br>POP Begin: 10-01-2016<br>POP End: 09-30-2017 | 34.00           | EA          | _____             | _____         |
|                    |   | 52              | WK          | _____             | _____         |
| <b>0002</b>        | The Contractor shall provide all labor, materials, equipment, transportation and supervision necessary to provide ongoing weekly cleaning, maintenance and replacement services of 4 3X10 mats at Veterans Affairs Illiana Health Care System (VAIHCS), Danville, Illinois. Quantity is estimated based upon current need.<br>Contract Period: Base<br>POP Begin: 10-01-2016<br>POP End: 09-30-2017 | 4.00            | EA          | _____             | _____         |
|                    |   | 52              | WK          | _____             | _____         |
| <b>0003</b>        | The Contractor shall provide all labor, materials, equipment, transportation and supervision necessary to provide ongoing weekly cleaning, maintenance and replacement  | 12.00           | EA          | _____             | _____         |
|                    |   | 52              | WK          | _____             | _____         |

|                    |   |              |           |              |              |
|--------------------|---|--------------|-----------|--------------|--------------|
|                    | <p>services of 12 3 X 5 mats at Veterans Affairs Illiana Health Care System (VAIHCS), Danville, Illinois. Quantity is estimated based upon current need.<br/>Contract Period: Base<br/>POP Begin: 10-01-2016<br/>POP End: 09-30-2017</p>  |              |           |              |              |
| <p><b>0004</b></p> | <p>The Contractor shall provide all labor, materials, equipment, transportation and supervision necessary to provide ongoing weekly cleaning, maintenance and replacement services of 34 4X6 mats at Veterans Affairs Illiana Health Care System (VAIHCS), Danville, Illinois. Quantity is estimated based upon current need<br/>Contract Period: Option 1<br/>POP Begin: 10-01-2017<br/>POP End: 09-30-2018</p>  | <p>34.00</p> | <p>EA</p> | <p>_____</p> | <p>_____</p> |
|                    | <p>services of 34 4X6 mats at Veterans Affairs Illiana Health Care System (VAIHCS), Danville, Illinois. Quantity is estimated based upon current need<br/>Contract Period: Option 1<br/>POP Begin: 10-01-2017<br/>POP End: 09-30-2018</p>   | <p>52</p>    | <p>WK</p> | <p>_____</p> | <p>_____</p> |
| <p><b>0005</b></p> | <p>The Contractor shall provide all labor, materials, equipment, transportation and supervision necessary to provide ongoing weekly cleaning, maintenance and replacement services of 4 3X10 mats at Veterans Affairs Illiana Health Care System (VAIHCS), Danville, Illinois. Quantity is estimated based upon current need.<br/>Contract Period: Option 1<br/>POP Begin: 10-01-2017<br/>POP End: 09-30-2018</p> | <p>4.00</p>  | <p>EA</p> | <p>_____</p> | <p>_____</p> |
|                    | <p>services of 4 3X10 mats at Veterans Affairs Illiana Health Care System (VAIHCS), Danville, Illinois. Quantity is estimated based upon current need.<br/>Contract Period: Option 1<br/>POP Begin: 10-01-2017<br/>POP End: 09-30-2018</p>  | <p>52</p>    | <p>WK</p> | <p>_____</p> | <p>_____</p> |
| <p><b>0006</b></p> | <p>The Contractor shall provide all labor,</p>  | <p>12.00</p> | <p>EA</p> | <p>_____</p> | <p>_____</p> |

|                    |   |                 |  |              |              |
|--------------------|---|-----------------|--|--------------|--------------|
|                    | <p>materials, equipment, transportation and supervision necessary to provide ongoing weekly cleaning, maintenance and replacement services of 12 3 X 5 mats at Veterans Affairs Illiana Health Care System (VAIHCS), Danville, Illinois. Quantity is estimated based upon current need.<br/>Contract Period: Option 1<br/>POP Begin: 10-01-2017<br/>POP End: 09-30-2018</p>                                       | <p>52 WK</p>    |  | <p>_____</p> | <p>_____</p> |
| <p><b>0007</b></p> | <p>The Contractor shall provide all labor, materials, equipment, transportation and supervision necessary to provide ongoing weekly cleaning, maintenance and replacement services of 34 4X6 mats at Veterans Affairs Illiana Health Care System (VAIHCS), Danville, Illinois. Quantity is estimated based upon current need.<br/>Contract Period: Option 2<br/>POP Begin: 10-01-2018<br/>POP End: 09-30-2019</p> | <p>34.00 EA</p> |  | <p>_____</p> | <p>_____</p> |
|                    |   | <p>52 WK</p>    |  | <p>_____</p> | <p>_____</p> |
| <p><b>0008</b></p> | <p>The Contractor shall provide all labor, materials, equipment, transportation and supervision necessary to provide ongoing weekly cleaning, maintenance and replacement services of 4 3X10 mats at Veterans Affairs Illiana Health Care System (VAIHCS), Danville, Illinois. Quantity is estimated based upon</p>   | <p>4.00 EA</p>  |  | <p>_____</p> | <p>_____</p> |
|                    |   | <p>52 WK</p>    |  | <p>_____</p> | <p>_____</p> |

|                    |   |              |           |              |              |  |
|--------------------|---|--------------|-----------|--------------|--------------|--|
|                    | <p>current need.<br/>                 Contract Period: Option<br/>                 2<br/>                 POP Begin: 10-01-2018<br/>                 POP End: 09-30-2019</p>  |              |           |              |              |  |
| <p><b>0009</b></p> | <p>The Contractor shall provide all labor, materials, equipment, transportation and supervision necessary to provide ongoing weekly cleaning, maintenance and replacement services of 12 3 X 5 mats at Veterans Affairs Illiana Health Care System (VAIHCS), Danville, Illinois. Quantity is estimated based upon current need.<br/>                 Contract Period: Option<br/>                 2<br/>                 POP Begin: 10-01-2018<br/>                 POP End: 09-30-2019</p> | <p>12.00</p> | <p>EA</p> | <p>_____</p> | <p>_____</p> |  |
|                    |   | <p>52</p>    | <p>WK</p> | <p>_____</p> | <p>_____</p> |  |
| <p><b>0010</b></p> | <p>The Contractor shall provide all labor, materials, equipment, transportation and supervision necessary to provide ongoing weekly cleaning, maintenance and replacement services of 34 4X6 mats at Veterans Affairs Illiana Health Care System (VAIHCS), Danville, Illinois. Quantity is estimated based upon current need.<br/>                 Contract Period: Option<br/>                 3<br/>                 POP Begin: 10-01-2019<br/>                 POP End: 09-30-2020</p>   | <p>34.00</p> | <p>EA</p> | <p>_____</p> | <p>_____</p> |  |
|                    |   | <p>52</p>    | <p>WK</p> | <p>_____</p> | <p>_____</p> |  |
| <p><b>0011</b></p> | <p>The Contractor shall provide all labor, materials, equipment, transportation and supervision necessary to provide ongoing weekly cleaning,</p>   | <p>4.00</p>  | <p>EA</p> | <p>_____</p> | <p>_____</p> |  |
|                    |   | <p>52</p>    | <p>WK</p> | <p>_____</p> | <p>_____</p> |  |

maintenance and replacement services of 4 3X10 mats at Veterans Affairs Illiana Health Care System (VAIHCS), Danville, Illinois. Quantity is estimated based upon current need.  
 Contract Period: Option 3  
 POP Begin: 10-01-2019  
 POP End: 09-30-2020

**0012** The Contractor shall provide all labor, materials, equipment, transportation and supervision necessary to provide ongoing weekly cleaning, maintenance and replacement services of 12 3 X 5 mats at Veterans Affairs Illiana Health Care System (VAIHCS), Danville, Illinois. Quantity is estimated based upon current need.  
 Contract Period: Option 3  
 POP Begin: 10-01-2019  
 POP End: 09-30-2020

12.00 EA

52 WK

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**0013** The Contractor shall provide all labor, materials, equipment, transportation and supervision necessary to provide ongoing weekly cleaning, maintenance and replacement services of 34 4X6 mats at Veterans Affairs Illiana Health Care System (VAIHCS), Danville, Illinois. Quantity is estimated based upon current need.  
 Contract Period: Option 4  
 POP Begin: 10-01-2020  
 POP End: 09-30-2021

34.00 EA

52 WK

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|                               |   |              |           |              |              |
|-------------------------------|---|--------------|-----------|--------------|--------------|
| <p><b>0014</b></p>            | <p>The Contractor shall provide all labor, materials, equipment, transportation and supervision necessary to provide ongoing weekly cleaning, maintenance and replacement services of 4 3X10 mats at Veterans Affairs Illiana Health Care System (VAIHCS), Danville, Illinois. Quantity is estimated based upon current need.<br/>Contract Period: Option 4<br/>POP Begin: 10-01-2020<br/>POP End: 09-30-2021</p> | <p>4.00</p>  | <p>EA</p> | <p>_____</p> | <p>_____</p> |
|                               |   | <p>52</p>    | <p>WK</p> | <p>_____</p> | <p>_____</p> |
| <p><b>0015</b></p>            | <p>The Contractor shall provide all labor, materials, equipment, transportation and supervision necessary to provide ongoing weekly cleaning, maintenance and replacement services of 12 3X5 mats at Veterans Affairs Illiana Health Care System (VAIHCS), Danville, Illinois. Quantity is estimated based upon current need.<br/>Contract Period: Option 4<br/>POP Begin: 10-01-2020<br/>POP End: 09-30-2021</p> | <p>12.00</p> | <p>EA</p> | <p>_____</p> | <p>_____</p> |
|                               |   | <p>52</p>    | <p>WK</p> | <p>_____</p> | <p>_____</p> |
| <p><b>GRAND<br/>TOTAL</b></p> |   |              |           |              | <p>_____</p> |

## SECTION C - CONTRACT CLAUSES

### C.1 52.212-4 CONTRACT TERMS AND CONDITIONS—COMMERCIAL ITEMS (MAY 2015)

(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)

#### ADDENDUM to FAR 52.212-4 CONTRACT TERMS AND CONDITIONS—COMMERCIAL ITEMS

Clauses that are incorporated by reference (by Citation Number, Title, and Date), have 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 following clauses are incorporated into 52.212-4 as an addendum to this contract:

### **C.2 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)

### **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 the effective date of the contract through September 30, 2021.

(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 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 10,000.00;

(2) Any order for a combination of items in excess of 50000.00; or

(3) A series of orders from the same ordering office within Five (5) 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 Five (5) 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 September 30, 2021.

(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 30 days.

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

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

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

(End of Clause)

#### **C.8 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.9 VAAR 852.215-71 EVALUATION FACTOR COMMITMENTS (DEC 2009)**

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

(End of Clause)

## C.10 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.11 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 Illinois. Further, it is agreed that any negligence of the Government, its officers, agents, servants and employees, shall not be the responsibility of the contractor hereunder with the regard to any claims, loss, damage, injury, and liability resulting there from.

(End of Clause)

**C.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> |
|-------------------|---|-------------|
| 52.204-18         | COMMERCIAL AND GOVERNMENT ENTITY CODE MAINTENANCE               | JUL 2015    |
| 52.232-18         | AVAILABILITY OF FUNDS   | APR 1984    |
| 52.232-40         | PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS | DEC 2013    |

(End of Addendum to 52.212-4)

**C.13 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS—COMMERCIAL ITEMS (JUN 2016)**

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

- (1) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (NOV 2015).
- (2) 52.233-3, Protest After Award (Aug 1996) (31 U.S.C. 3553).
- (3) 52.233-4, Applicable Law for Breach of Contract Claim (Oct 2004) (Public Laws 108-77 and 108-78 (19 U.S.C. 3805 note)).

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

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

(2) 52.203-13, Contractor Code of Business Ethics and Conduct (OCT 2015) (41 U.S.C. 3509).

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

(4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (OCT 2015) (Pub. L. 109-282) (31 U.S.C. 6101 note).

(5) [Reserved]

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

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

(8) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (OCT 2015) (31 U.S.C. 6101 note).

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

(10) [Reserved]

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

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

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

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

(13) [Reserved]

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

(ii) Alternate I (NOV 2011).

(iii) Alternate II (NOV 2011).

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

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

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

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

(17)(i) 52.219-9, Small Business Subcontracting Plan (OCT 2015) (15 U.S.C. 637(d)(4)).

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

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

- (iv) Alternate III (OCT 2015) of 52.219-9.
- (18) 52.219-13, Notice of Set-Aside of Orders (NOV 2011) (15 U.S.C. 644(r)).
- (19) 52.219-14, Limitations on Subcontracting (NOV 2011) (15 U.S.C. 637(a)(14)).
- (20) 52.219-16, Liquidated Damages—Subcontracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).
- (21) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (NOV 2011) (15 U.S.C. 657f).
- (22) 52.219-28, Post Award Small Business Program Rerepresentation (Jul 2013) (15 U.S.C. 632(a)(2)).
- (23) 52.219-29, Notice of Set-Aside for, or Sole Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (DEC 2015) (15 U.S.C. 637(m)).
- (24) 52.219-30, Notice of Set-Aside for, or Sole Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (DEC 2015) (15 U.S.C. 637(m)).
- (25) 52.222-3, Convict Labor (June 2003) (E.O. 11755).
- (26) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (FEB 2016) (E.O. 13126).
- (27) 52.222-21, Prohibition of Segregated Facilities (APR 2015).
- (28) 52.222-26, Equal Opportunity (APR 2015) (E.O. 11246).
- (29) 52.222-35, Equal Opportunity for Veterans (OCT 2015) (38 U.S.C. 4212).
- (30) 52.222-36, Equal Opportunity for Workers with Disabilities (JUL 2014) (29 U.S.C. 793).
- (31) 52.222-37, Employment Reports on Veterans (FEB 2016) (38 U.S.C. 4212).
- (32) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496).
- (33)(i) 52.222-50, Combating Trafficking in Persons (MAR 2015) (22 U.S.C. chapter 78 and E.O. 13627).
- (ii) Alternate I (MAR 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).
- (34) 52.222-54, Employment Eligibility Verification (OCT 2015). (E. O. 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)
- (35)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Items (May 2008) (42 U.S.C.6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- (36) 52.223-11, Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (JUN 2016) (E.O. 13693).
- (37) 52.223-12, Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (JUN 2016) (E.O. 13693).
- (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.)

- (38)(i) 52.223-13, Acquisition of EPEAT®-Registered Imaging Equipment (JUN 2014) (E.O.s 13423 and 13514).
- (ii) Alternate I (OCT 2015) of 52.223-13.
- (39)(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.
- (40) 52.223-15, Energy Efficiency in Energy-Consuming Products (DEC 2007)(42 U.S.C. 8259b).
- (41)(i) 52.223-16, Acquisition of EPEAT®-Registered Personal Computer Products (OCT 2015) (E.O.s 13423 and 13514).
- (ii) Alternate I (JUN 2014) of 52.223-16.
- (42) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (AUG 2011)
- (43) 52.223-20, Aerosols (JUN 2016) (E.O. 13693).
- (44) 52.223-21, Foams (JUN 2016) (E.O. 13693).
- (45) 52.225-1, Buy American—Supplies (MAY 2014) (41 U.S.C. chapter 83).
- (46)(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.
- (47) 52.225-5, Trade Agreements (FEB 2016) (19 U.S.C. 2501, *et seq.*, 19 U.S.C. 3301 note).
- (48) 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).
- (49) 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).
- (50) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).
- (51) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).
- (52) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).
- (53) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).
- (54) 52.232-33, Payment by Electronic Funds Transfer—System for Award Management (Jul 2013) (31 U.S.C. 3332).
- (55) 52.232-34, Payment by Electronic Funds Transfer—Other than System for Award Management (Jul 2013) (31 U.S.C. 3332).

(56) 52.232-36, Payment by Third Party (MAY 2014) (31 U.S.C. 3332).

(57) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

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

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

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

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

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

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

| Employee Class        | Monetary Wage-Fringe Benefits |
|-----------------------|-------------------------------|
| Housekeeping Aide WG2 | \$12.62                       |

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

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

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

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

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

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

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

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

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

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

settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

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

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

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (OCT 2015) (41 U.S.C. 3509).

(ii) 52.219-8, Utilization of Small Business Concerns (OCT 2014) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$700,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

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

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

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

(vi) 52.222-35, Equal Opportunity for Veterans (OCT 2015) (38 U.S.C. 4212).

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

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

(ix) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.

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

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

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

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

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

(xiv) 52.222-54, Employment Eligibility Verification (OCT 2015) (E. O. 12989).

(xv) 52.222-55, Minimum Wages Under Executive Order 13658 (DEC 2015).

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

(xvii) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (MAY 2014) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

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

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

(End of Clause)

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

**ATTACHMENT 1 WAGE DETERMINATION VERMILION**

WD 05-2165 (Rev.-17) was first posted on www.wdol.gov on 01/05/2016

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REGISTER OF WAGE DETERMINATIONS UNDER  
THE SERVICE CONTRACT ACT  
By direction of the Secretary of Labor

U.S. DEPARTMENT OF LABOR  
EMPLOYMENT STANDARDS ADMINISTRATION  
WAGE AND HOUR DIVISION  
WASHINGTON D.C. 20210

Daniel W. Simms                      Division of  
Director                                  Wage Determinations

Wage Determination No.: 2005-2165  
Revision No.: 17  
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](http://www.dol.gov/whd/govcontracts).

State: Illinois

Area: Illinois Counties of Champaign, De Witt, Douglas, Edgar, Ford, McLean, Piatt, Vermilion

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

| OCCUPATION CODE - TITLE                                 | FOOTNOTE | RATE  |
|---|----------|-------|
| 01000 - Administrative Support And Clerical Occupations |          |       |
| 01011 - Accounting Clerk I                              |          | 13.18 |
| 01012 - Accounting Clerk II                             |          | 14.79 |
| 01013 - Accounting Clerk III                            |          | 16.54 |
| 01020 - Administrative Assistant                        |          | 18.90 |
| 01040 - Court Reporter                                  |          | 16.62 |
| 01051 - Data Entry Operator I                           |          | 12.85 |
| 01052 - Data Entry Operator II                          |          | 14.02 |
| 01060 - Dispatcher, Motor Vehicle                       |          | 16.26 |
| 01070 - Document Preparation Clerk                      |          | 13.23 |
| 01090 - Duplicating Machine Operator                    |          | 13.23 |
| 01111 - General Clerk I                                 |          | 11.55 |
| 01112 - General Clerk II                                |          | 12.61 |
| 01113 - General Clerk III                               |          | 14.16 |
| 01120 - Housing Referral Assistant                      |          | 18.54 |
| 01141 - Messenger Courier                               |          | 11.80 |
| 01191 - Order Clerk I                                   |          | 12.17 |
| 01192 - Order Clerk II                                  |          | 13.84 |
| 01261 - Personnel Assistant (Employment) I              |          | 15.05 |
| 01262 - Personnel Assistant (Employment) II             |          | 16.71 |
| 01263 - Personnel Assistant (Employment) III            |          | 18.64 |

|  |       |
|--|-------|
| 01270 - Production Control Clerk                     | 19.26 |
| 01280 - Receptionist                                 | 11.86 |
| 01290 - Rental Clerk                                 | 11.69 |
| 01300 - Scheduler, Maintenance                       | 14.86 |
| 01311 - Secretary I                                  | 14.86 |
| 01312 - Secretary II                                 | 16.62 |
| 01313 - Secretary III                                | 18.54 |
| 01320 - Service Order Dispatcher                     | 14.06 |
| 01410 - Supply Technician                            | 18.90 |
| 01420 - Survey Worker                                | 15.45 |
| 01531 - Travel Clerk I                               | 11.70 |
| 01532 - Travel Clerk II                              | 12.60 |
| 01533 - Travel Clerk III                             | 13.44 |
| 01611 - Word Processor I                             | 13.61 |
| 01612 - Word Processor II                            | 14.86 |
| 01613 - Word Processor III                           | 16.62 |
| 05000 - Automotive Service Occupations               |       |
| 05005 - Automobile Body Repairer, Fiberglass         | 21.36 |
| 05010 - Automotive Electrician                       | 18.64 |
| 05040 - Automotive Glass Installer                   | 17.41 |
| 05070 - Automotive Worker                            | 17.41 |
| 05110 - Mobile Equipment Servicer                    | 15.99 |
| 05130 - Motor Equipment Metal Mechanic               | 18.64 |
| 05160 - Motor Equipment Metal Worker                 | 17.41 |
| 05190 - Motor Vehicle Mechanic                       | 18.64 |
| 05220 - Motor Vehicle Mechanic Helper                | 15.40 |
| 05250 - Motor Vehicle Upholstery Worker              | 17.41 |
| 05280 - Motor Vehicle Wrecker                        | 17.41 |
| 05310 - Painter, Automotive                          | 17.97 |
| 05340 - Radiator Repair Specialist                   | 17.41 |
| 05370 - Tire Repairer                                | 12.15 |
| 05400 - Transmission Repair Specialist               | 18.64 |
| 07000 - Food Preparation And Service Occupations     |       |
| 07010 - Baker  | 11.98 |
| 07041 - Cook I                                       | 11.80 |
| 07042 - Cook II                                      | 12.65 |
| 07070 - Dishwasher                                   | 8.66  |
| 07130 - Food Service Worker                          | 9.86  |
| 07210 - Meat Cutter                                  | 13.41 |
| 07260 - Waiter/Waitress                              | 9.38  |
| 09000 - Furniture Maintenance And Repair Occupations |       |
| 09010 - Electrostatic Spray Painter                  | 16.10 |
| 09040 - Furniture Handler                            | 12.54 |
| 09080 - Furniture Refinisher                         | 16.10 |
| 09090 - Furniture Refinisher Helper                  | 13.79 |
| 09110 - Furniture Repairer, Minor                    | 14.37 |
| 09130 - Upholsterer                                  | 16.10 |
| 11000 - General Services And Support Occupations     |       |
| 11030 - Cleaner, Vehicles                            | 10.35 |
| 11060 - Elevator Operator                            | 11.18 |
| 11090 - Gardener                                     | 15.80 |
| 11122 - Housekeeping Aide                            | 13.40 |
| 11150 - Janitor                                      | 13.66 |
| 11210 - Laborer, Grounds Maintenance                 | 13.37 |
| 11240 - Maid or Houseman                             | 9.50  |
| 11260 - Pruner                                       | 12.29 |
| 11270 - Tractor Operator                             | 15.53 |
| 11330 - Trail Maintenance Worker                     | 13.37 |
| 11360 - Window Cleaner                               | 14.63 |
| 12000 - Health Occupations                           |       |
| 12010 - Ambulance Driver                             | 17.40 |
| 12011 - Breath Alcohol Technician                    | 17.33 |

|  |       |
|--|-------|
| 12012 - Certified Occupational Therapist Assistant           | 23.29 |
| 12015 - Certified Physical Therapist Assistant               | 23.78 |
| 12020 - Dental Assistant                                     | 17.99 |
| 12025 - Dental Hygienist                                     | 26.47 |
| 12030 - EKG Technician                                       | 22.66 |
| 12035 - Electroneurodiagnostic Technologist                  | 22.66 |
| 12040 - Emergency Medical Technician                         | 17.40 |
| 12071 - Licensed Practical Nurse I                           | 15.49 |
| 12072 - Licensed Practical Nurse II                          | 17.33 |
| 12073 - Licensed Practical Nurse III                         | 19.33 |
| 12100 - Medical Assistant                                    | 13.83 |
| 12130 - Medical Laboratory Technician                        | 18.85 |
| 12160 - Medical Record Clerk                                 | 13.01 |
| 12190 - Medical Record Technician                            | 16.38 |
| 12195 - Medical Transcriptionist                             | 15.36 |
| 12210 - Nuclear Medicine Technologist                        | 38.09 |
| 12221 - Nursing Assistant I                                  | 10.09 |
| 12222 - Nursing Assistant II                                 | 11.34 |
| 12223 - Nursing Assistant III                                | 12.38 |
| 12224 - Nursing Assistant IV                                 | 13.89 |
| 12235 - Optical Dispenser                                    | 15.37 |
| 12236 - Optical Technician                                   | 15.49 |
| 12250 - Pharmacy Technician                                  | 14.75 |
| 12280 - Phlebotomist   | 13.89 |
| 12305 - Radiologic Technologist                              | 25.58 |
| 12311 - Registered Nurse I                                   | 18.86 |
| 12312 - Registered Nurse II                                  | 23.08 |
| 12313 - Registered Nurse II, Specialist                      | 23.08 |
| 12314 - Registered Nurse III                                 | 27.92 |
| 12315 - Registered Nurse III, Anesthetist                    | 27.92 |
| 12316 - Registered Nurse IV                                  | 33.47 |
| 12317 - Scheduler (Drug and Alcohol Testing)                 | 21.46 |
| 13000 - Information And Arts Occupations                     |       |
| 13011 - Exhibits Specialist I                                | 16.23 |
| 13012 - Exhibits Specialist II                               | 20.22 |
| 13013 - Exhibits Specialist III                              | 24.66 |
| 13041 - Illustrator I  | 16.23 |
| 13042 - Illustrator II                                       | 20.22 |
| 13043 - Illustrator III                                      | 24.66 |
| 13047 - Librarian  | 22.22 |
| 13050 - Library Aide/Clerk                                   | 12.84 |
| 13054 - Library Information Technology Systems Administrator | 20.22 |
| 13058 - Library Technician                                   | 14.42 |
| 13061 - Media Specialist I                                   | 14.98 |
| 13062 - Media Specialist II                                  | 16.76 |
| 13063 - Media Specialist III                                 | 18.69 |
| 13071 - Photographer I                                       | 12.95 |
| 13072 - Photographer II                                      | 14.48 |
| 13073 - Photographer III                                     | 17.94 |
| 13074 - Photographer IV                                      | 21.95 |
| 13075 - Photographer V                                       | 26.55 |
| 13110 - Video Teleconference Technician                      | 13.48 |
| 14000 - Information Technology Occupations                   |       |
| 14041 - Computer Operator I                                  | 15.48 |
| 14042 - Computer Operator II                                 | 17.31 |
| 14043 - Computer Operator III                                | 19.31 |
| 14044 - Computer Operator IV                                 | 21.45 |
| 14045 - Computer Operator V                                  | 23.76 |
| 14071 - Computer Programmer I                                | 19.91 |
| 14072 - Computer Programmer II                               | 24.67 |
| 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                           |         | 15.48 |
| 14160 - Personal Computer Support Technician                    |         | 21.45 |
| 15000 - Instructional Occupations                               |         |       |
| 15010 - Aircrew Training Devices Instructor (Non-Rated)         |         | 27.20 |
| 15020 - Aircrew Training Devices Instructor (Rated)             |         | 32.91 |
| 15030 - Air Crew Training Devices Instructor (Pilot)            |         | 39.45 |
| 15050 - Computer Based Training Specialist / Instructor         |         | 27.20 |
| 15060 - Educational Technologist                                |         | 23.31 |
| 15070 - Flight Instructor (Pilot)                               |         | 39.45 |
| 15080 - Graphic Artist  |         | 19.81 |
| 15090 - Technical Instructor                                    |         | 23.51 |
| 15095 - Technical Instructor/Course Developer                   |         | 30.42 |
| 15110 - Test Proctor  |         | 17.45 |
| 15120 - Tutor   |         | 17.45 |
| 16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations |         |       |
| 16010 - Assembler   |         | 8.99  |
| 16030 - Counter Attendant                                       |         | 8.99  |
| 16040 - Dry Cleaner   |         | 11.05 |
| 16070 - Finisher, Flatwork, Machine                             |         | 8.99  |
| 16090 - Presser, Hand   |         | 8.99  |
| 16110 - Presser, Machine, Drycleaning                           |         | 8.99  |
| 16130 - Presser, Machine, Shirts                                |         | 8.99  |
| 16160 - Presser, Machine, Wearing Apparel, Laundry              |         | 8.99  |
| 16190 - Sewing Machine Operator                                 |         | 11.73 |
| 16220 - Tailor  |         | 12.41 |
| 16250 - Washer, Machine   |         | 9.75  |
| 19000 - Machine Tool Operation And Repair Occupations           |         |       |
| 19010 - Machine-Tool Operator (Tool Room)                       |         | 24.49 |
| 19040 - Tool And Die Maker                                      |         | 28.90 |
| 21000 - Materials Handling And Packing Occupations              |         |       |
| 21020 - Forklift Operator                                       |         | 14.89 |
| 21030 - Material Coordinator                                    |         | 19.26 |
| 21040 - Material Expediter                                      |         | 19.26 |
| 21050 - Material Handling Laborer                               |         | 12.40 |
| 21071 - Order Filler  |         | 12.33 |
| 21080 - Production Line Worker (Food Processing)                |         | 14.89 |
| 21110 - Shipping Packer   |         | 13.91 |
| 21130 - Shipping/Receiving Clerk                                |         | 13.91 |
| 21140 - Store Worker I  |         | 12.50 |
| 21150 - Stock Clerk   |         | 16.12 |
| 21210 - Tools And Parts Attendant                               |         | 14.89 |
| 21410 - Warehouse Specialist                                    |         | 14.89 |
| 23000 - Mechanics And Maintenance And Repair Occupations        |         |       |
| 23010 - Aerospace Structural Welder                             |         | 25.91 |
| 23021 - Aircraft Mechanic I                                     |         | 24.64 |
| 23022 - Aircraft Mechanic II                                    |         | 25.91 |
| 23023 - Aircraft Mechanic III                                   |         | 27.18 |
| 23040 - Aircraft Mechanic Helper                                |         | 18.29 |
| 23050 - Aircraft, Painter                                       |         | 23.36 |
| 23060 - Aircraft Servicer                                       |         | 20.82 |
| 23080 - Aircraft Worker   |         | 22.10 |
| 23110 - Appliance Mechanic                                      |         | 23.36 |
| 23120 - Bicycle Repairer  |         | 12.15 |
| 23125 - Cable Splicer   |         | 24.70 |
| 23130 - Carpenter, Maintenance                                  |         | 24.42 |
| 23140 - Carpet Layer  |         | 24.77 |
| 23160 - Electrician, Maintenance                                |         | 28.77 |
| 23181 - Electronics Technician Maintenance I                    |         | 22.10 |

|   |       |
|---|-------|
| 23182 - Electronics Technician Maintenance II                                     | 23.36 |
| 23183 - Electronics Technician Maintenance III                                    | 24.64 |
| 23260 - Fabric Worker   | 20.82 |
| 23290 - Fire Alarm System Mechanic  | 24.64 |
| 23310 - Fire Extinguisher Repairer  | 19.57 |
| 23311 - Fuel Distribution System Mechanic   | 24.64 |
| 23312 - Fuel Distribution System Operator   | 19.57 |
| 23370 - General Maintenance Worker  | 16.30 |
| 23380 - Ground Support Equipment Mechanic   | 24.64 |
| 23381 - Ground Support Equipment Servicer   | 20.82 |
| 23382 - Ground Support Equipment Worker   | 22.10 |
| 23391 - Gunsmith I  | 19.57 |
| 23392 - Gunsmith II   | 22.10 |
| 23393 - Gunsmith III  | 24.64 |
| 23410 - Heating, Ventilation And Air-Conditioning<br>Mechanic                     | 22.66 |
| 23411 - Heating, Ventilation And Air Conditioning<br>Mechanic (Research Facility) | 23.79 |
| 23430 - Heavy Equipment Mechanic  | 24.64 |
| 23440 - Heavy Equipment Operator  | 25.31 |
| 23460 - Instrument Mechanic   | 24.64 |
| 23465 - Laboratory/Shelter Mechanic   | 23.36 |
| 23470 - Laborer   | 12.83 |
| 23510 - Locksmith   | 21.24 |
| 23530 - Machinery Maintenance Mechanic  | 21.89 |
| 23550 - Machinist, Maintenance  | 19.15 |
| 23580 - Maintenance Trades Helper   | 13.32 |
| 23591 - Metrology Technician I  | 24.64 |
| 23592 - Metrology Technician II   | 25.91 |
| 23593 - Metrology Technician III  | 27.18 |
| 23640 - Millwright  | 24.64 |
| 23710 - Office Appliance Repairer   | 22.12 |
| 23760 - Painter, Maintenance  | 23.03 |
| 23790 - Pipefitter, Maintenance   | 34.33 |
| 23810 - Plumber, Maintenance  | 32.62 |
| 23820 - Pneudraulic Systems Mechanic  | 24.64 |
| 23850 - Rigger  | 24.64 |
| 23870 - Scale Mechanic  | 22.10 |
| 23890 - Sheet-Metal Worker, Maintenance   | 29.10 |
| 23910 - Small Engine Mechanic   | 22.10 |
| 23931 - Telecommunications Mechanic I   | 27.60 |
| 23932 - Telecommunications Mechanic II  | 28.57 |
| 23950 - Telephone Lineman   | 25.27 |
| 23960 - Welder, Combination, Maintenance  | 17.24 |
| 23965 - Well Driller  | 24.64 |
| 23970 - Woodcraft Worker  | 24.64 |
| 23980 - Woodworker  | 19.57 |
| 24000 - Personal Needs Occupations  |       |
| 24570 - Child Care Attendant  | 10.04 |
| 24580 - Child Care Center Clerk   | 12.53 |
| 24610 - Chore Aide  | 12.50 |
| 24620 - Family Readiness And Support Services<br>Coordinator                      | 13.41 |
| 24630 - Homemaker   | 13.92 |
| 25000 - Plant And System Operations Occupations                                   |       |
| 25010 - Boiler Tender   | 22.46 |
| 25040 - Sewage Plant Operator   | 20.54 |
| 25070 - Stationary Engineer   | 22.46 |
| 25190 - Ventilation Equipment Tender  | 15.61 |
| 25210 - Water Treatment Plant Operator  | 20.54 |
| 27000 - Protective Service Occupations  |       |
| 27004 - Alarm Monitor   | 19.47 |

|  |       |
|--|-------|
| 27007 - Baggage Inspector                                      | 13.66 |
| 27008 - Corrections Officer                                    | 20.68 |
| 27010 - Court Security Officer                                 | 21.66 |
| 27030 - Detection Dog Handler                                  | 16.41 |
| 27040 - Detention Officer                                      | 20.68 |
| 27070 - Firefighter  | 21.13 |
| 27101 - Guard I  | 13.66 |
| 27102 - Guard II   | 16.41 |
| 27131 - Police Officer I                                       | 25.26 |
| 27132 - Police Officer II                                      | 28.09 |
| 28000 - Recreation Occupations                                 |       |
| 28041 - Carnival Equipment Operator                            | 11.44 |
| 28042 - Carnival Equipment Repairer                            | 12.09 |
| 28043 - Carnival Equipment Worker                              | 10.24 |
| 28210 - Gate Attendant/Gate Tender                             | 13.01 |
| 28310 - Lifeguard  | 11.01 |
| 28350 - Park Attendant (Aide)                                  | 14.55 |
| 28510 - Recreation Aide/Health Facility Attendant              | 10.62 |
| 28515 - Recreation Specialist                                  | 16.65 |
| 28630 - Sports Official  | 11.59 |
| 28690 - Swimming Pool Operator                                 | 17.64 |
| 29000 - Stevedoring/Longshoremen Occupational Services         |       |
| 29010 - Blocker And Bracer                                     | 22.10 |
| 29020 - Hatch Tender   | 22.10 |
| 29030 - Line Handler   | 22.10 |
| 29041 - Stevedore I  | 20.82 |
| 29042 - Stevedore II   | 23.36 |
| 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                             | 15.05 |
| 30022 - Archeological Technician II                            | 17.06 |
| 30023 - Archeological Technician III                           | 19.71 |
| 30030 - Cartographic Technician                                | 19.71 |
| 30040 - Civil Engineering Technician                           | 22.24 |
| 30061 - Drafter/CAD Operator I                                 | 15.05 |
| 30062 - Drafter/CAD Operator II                                | 17.18 |
| 30063 - Drafter/CAD Operator III                               | 18.17 |
| 30064 - Drafter/CAD Operator IV                                | 21.83 |
| 30081 - Engineering Technician I                               | 15.19 |
| 30082 - Engineering Technician II                              | 17.41 |
| 30083 - Engineering Technician III                             | 19.48 |
| 30084 - Engineering Technician IV                              | 24.12 |
| 30085 - Engineering Technician V                               | 29.52 |
| 30086 - Engineering Technician VI                              | 32.47 |
| 30090 - Environmental Technician                               | 19.71 |
| 30210 - Laboratory Technician                                  | 19.51 |
| 30240 - Mathematical Technician                                | 19.71 |
| 30361 - Paralegal/Legal Assistant I                            | 16.51 |
| 30362 - Paralegal/Legal Assistant II                           | 20.46 |
| 30363 - Paralegal/Legal Assistant III                          | 25.03 |
| 30364 - Paralegal/Legal Assistant IV                           | 30.28 |
| 30390 - Photo-Optics Technician                                | 19.71 |
| 30461 - Technical Writer I                                     | 21.30 |
| 30462 - Technical Writer II                                    | 26.04 |
| 30463 - Technical Writer III                                   | 31.51 |
| 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<br>Surface Programs | (see 2) | 18.17 |
| 30621 - Weather Observer, Senior                                    | (see 2) | 20.20 |
| 31000 - Transportation/Mobile Equipment Operation Occupations       |         |       |
| 31020 - Bus Aide  |         | 13.98 |
| 31030 - Bus Driver  |         | 17.64 |
| 31043 - Driver Courier  |         | 15.08 |
| 31260 - Parking and Lot Attendant                                   |         | 11.16 |
| 31290 - Shuttle Bus Driver  |         | 15.08 |
| 31310 - Taxi Driver   |         | 11.36 |
| 31361 - Truckdriver, Light  |         | 15.08 |
| 31362 - Truckdriver, Medium   |         | 16.04 |
| 31363 - Truckdriver, Heavy  |         | 17.79 |
| 31364 - Truckdriver, Tractor-Trailer                                |         | 17.79 |
| 99000 - Miscellaneous Occupations                                   |         |       |
| 99030 - Cashier   |         | 8.91  |
| 99050 - Desk Clerk  |         | 9.38  |
| 99095 - Embalmer  |         | 22.74 |
| 99251 - Laboratory Animal Caretaker I                               |         | 11.85 |
| 99252 - Laboratory Animal Caretaker II                              |         | 12.44 |
| 99310 - Mortician   |         | 22.74 |
| 99410 - Pest Controller   |         | 19.71 |
| 99510 - Photofinishing Worker                                       |         | 11.95 |
| 99710 - Recycling Laborer   |         | 13.87 |
| 99711 - Recycling Specialist  |         | 16.11 |
| 99730 - Refuse Collector  |         | 12.75 |
| 99810 - Sales Clerk   |         | 12.08 |
| 99820 - School Crossing Guard                                       |         | 13.53 |
| 99830 - Survey Party Chief  |         | 19.22 |
| 99831 - Surveying Aide  |         | 12.58 |
| 99832 - Surveying Technician  |         | 17.23 |
| 99840 - Vending Machine Attendant                                   |         | 16.52 |
| 99841 - Vending Machine Repairer                                    |         | 20.92 |
| 99842 - Vending Machine Repairer Helper                             |         | 17.85 |

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ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

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

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 8 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

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

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

1) COMPUTER EMPLOYEES: Under the SCA at section 8(b), this wage determination does not apply to any employee who individually qualifies as a bona fide executive,

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

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

(1) The application of systems analysis techniques and procedures, including consulting with users, to determine hardware, software or system functional specifications;

(2) The design, development, documentation, analysis, creation, testing or modification of computer systems or programs, including prototypes, based on and related to user or system design specifications;

(3) The design, documentation, testing, creation or modification of computer programs related to machine operating systems; or

(4) A combination of the aforementioned duties, the performance of which requires the same level of skills. (29 C.F.R. 541.400).

2) AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am.

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

**HAZARDOUS PAY DIFFERENTIAL:** An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives.

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

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

\*\* UNIFORM ALLOWANCE \*\*

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

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

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.

## ATTACHMENT 2 - PAST PERFORMANCE QUESTIONNAIRE

COMPANY: \_\_\_\_\_

REFERENCE: \_\_\_\_\_

TYPE OF WORK: \_\_\_\_\_

CONTRACT PERIOD: \_\_\_\_\_

LENGTH OF SERVICES PERFORMED: \_\_\_\_\_

ESTIMATED CONTRACT AWARD AMOUNT: \_\_\_\_\_

For the following questions, please choose the number on the scale from 1 to 5, which most accurately describes the Contractor's performance on the contract referenced above.

- 1 - Unacceptable performance
- 2 - Marginally acceptable
- 3 - Fully acceptable or Good
- 4 - Very Good, with very few incidents
- 5 - Superior performance.

1 Evaluate the company's compliance with contractual terms and conditions and the technical requirements of the contract. 1 2 3 4 5 N/A

Comments:

|   |  |   |   |   |   |   |     |
|---|--|---|---|---|---|---|-----|
| 2 | Has the company demonstrated reasonable and cooperative behavior in resolving customer requests and or complaints? | 1 | 2 | 3 | 4 | 5 | N/A |
|---|--|---|---|---|---|---|-----|

Comments:

|   |   |   |   |   |   |   |     |
|---|---|---|---|---|---|---|-----|
| 3 | Is the offeror flexible in satisfying the requirements of the customer? | 1 | 2 | 3 | 4 | 5 | N/A |
|---|---|---|---|---|---|---|-----|

Comments:

|   |   |   |   |   |   |   |     |
|---|---|---|---|---|---|---|-----|
| 4 | To what extend did the company meet the response times in the contract? | 1 | 2 | 3 | 4 | 5 | N/A |
|---|---|---|---|---|---|---|-----|

Comments:

|   |  |   |   |   |   |   |     |
|---|--|---|---|---|---|---|-----|
| 5 | Are invoices easily understood and do they accurately reflect charges? | 1 | 2 | 3 | 4 | 5 | N/A |
|---|--|---|---|---|---|---|-----|

Comments:

|   |   |   |   |   |   |   |     |
|---|---|---|---|---|---|---|-----|
| 6 | Rate the company's overall performance: | 1 | 2 | 3 | 4 | 5 | N/A |
|---|---|---|---|---|---|---|-----|

Comments:

7. Would you award to this company again?      1          2          3          4          5          N/A

Comments:

Please provide any other comments you wish to let us know:

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## SECTION E - SOLICITATION PROVISIONS

### E.1 52.212-1 INSTRUCTIONS TO OFFERORS—COMMERCIAL ITEMS (OCT 2015)

(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 \$3,500, and offers of \$3,500 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)

ADDENDUM to FAR 52.212-1 INSTRUCTIONS TO OFFERORS—COMMERCIAL ITEMS

Provisions that are incorporated by reference (by Citation Number, Title, and Date), have 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 following provisions are incorporated into 52.212-1 as an addendum to this solicitation:

## **E.2 QUOTE SUBMISSION INFORMATION AND EVALUATION CRITERIA**

1. Offerors are required to complete Blocks 17, and 30(a-c) of the SF1449, the price list and acknowledgement of all solicitation Amendments issued and the information identified in paragraph 4 below.

2. Quotes shall be evaluated for Technical Capability, Past Performance, Price, and SDVOSB/VOSB Status following the evaluation criteria of this solicitation. The quote format, which follows, has been included to assist you in preparing a complete quote. In order to provide full consideration of your qualifications and ability for Contract establishment, you are encouraged to ensure that the information furnished in support of your quote is factual, accurate and complete.

You may provide additional information you believe shall enhance your quote; however, overly elaborate presentations are not desired. Failure to provide the information requested may render the offer's quote as unacceptable. The Government reserves the right to verify any information provided.

The required information shall be submitted by the Offeror in order to assure complete and proper understanding of the specifications, however, Offeror may include additional information if necessary to more clearly define the Offeror's capability of performing the services or furnishing the products as defined herein.

### **Additional Information:**

- a. Only those terms and conditions identified in the RFQ shall apply.
- b. Offer's quote shall provide an all-inclusive cost to perform all requirements as outlined herein, as applicable.
- c. Any changes made to this RFQ by any party are invalid unless agreed to in writing by the Contracting Officer (CO). Any exceptions or clarification the Offeror needs to submit shall be included in the Offeror's quote and clearly identified by the exact section, paragraph, subparagraph and page number of the requirement for which the exception or clarification is being submitted. Failure to properly identify the above may result in less than full consideration for award.
- d. Any technical information which is considered to be "proprietary" or confidential must be marked as such.
- e. Offeror confirms that he/she has a regularly established firm in the business called for and who, in the judgment of the Contracting Officer (based upon information provided), is financially responsible. The offeror must show evidence of their firm's reliability, ability, experience, equipment, facilities, and personnel directly employed or supervised by them to render prompt and satisfactory service.
- f. Each Offeror submitting a quote shall obtain/possess any certifications, licenses and accreditations to furnish the services required for the VA Illiana Healthcare System.
- g. All costs associated with obtaining/possessing such certifications, licenses and accreditations are included in the Contract price.

### **3. Quote Submission**

- a. Offerors shall submit one (1) electronic copy of the quote. The quote shall be submitted in two sections, the pricing quote and the technical and past performance Quote.

4. Items to be evaluated are:

a. Technical Capability-

- i. Contractor shall demonstrate evidence of experience in the provision of Entrance Mat Services.
- ii. Contractor shall demonstrate that the service mats provided are 100% Nitrile Rubber, hugger waffle Grid Design.
- iii. Mats shall be certified high traction by The National Floor Safety Institute. Mat design to resist slips, trips, and falls..
- iv. Product must pass Federal Flammability Standard DOC FF 1-70, per testing by Professional Testing Laboratory Inc.
- v. Offerors shall provide Information on contracts executed within the past three (3) years with Federal, State, or local Government agencies, along with private sector customers which are relevant to the efforts required by this solicitation.

b. Past Performance- Past performance evaluations shall be conducted using information provided with the offer, information obtained from references, information obtained from the Past Performance Information Retrieval System (PPIRS), the Federal Awardee Performance & Integrity Information System (FAPIIS), and information from any other sources deemed appropriate. The Past Performance evaluation shall assess the relative risks associated with an Offeror's likelihood of success in fulfilling the solicitation's requirements as indicated by that Offeror's record of past performance.

When evaluating past performance the government may consider the currency and relevancy of the information, the source of the information, the context of the data provided, and the general trends in the contractor's performance. The government may take into account past performance information regarding predecessor companies and key personnel who have relevant experience that shall perform major or critical aspects of the requirement. Offerors shall provide Information on contracts executed within the past three (3) years with Federal, State, or local Government agencies, along with private sector customers which are relevant to the efforts required by this solicitation. Areas of relevance include experience with janitorial services in a healthcare setting. A minimum of three (3) references shall be submitted with your offer however, in the case of an Offeror without a record of relevant past performance or for whom information on past performance is not available, the Offeror may not be evaluated favorably or unfavorably.

c. Price- The Price shall include all labor, materials, project management, supplies and supervision. Price will be evaluated by the Contracting Officer for the base and all option periods to determine reasonableness and *may* be evaluated to determine whether the price realistically supports the requirements of the solicitation. If more than one offer is received, the prices from the offers will be entered into an abstract or documented in the Contracting Officer's Award Decision.

4. Failure to submit the necessary information may render the offer unacceptable, in which case it will not be considered for award. Proposals will be evaluated in accordance with the criteria set forth above. The Government may, at its discretion and in its best interest, make award without conducting discussions with offerors. Therefore, perspective offerors are encouraged to submit initial proposals that represent the best terms and conditions of the offeror.

**5. BASIS FOR ESTABLISHMENT OF AWARD:**

Award will be based on Best Value in accordance with Federal Acquisition Regulation (FAR) 13.106-2., under the authority of FAR Part 13 Simplified Acquisition Procedures.. The Government shall select the best overall offer, based upon an integrated assessment of evaluation factors listed in the FAR 52.212-2 Evaluation – Commercial Items. Award shall be made to the offeror whose offer is determined to be the most advantageous to the Government. The Government intends to establish a single award to the offeror whose offer is determined to represent the best value to the Government.

**E.3 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 contactors 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)

**E.4 52.204-16 COMMERCIAL AND GOVERNMENT ENTITY CODE REPORTING (JUL 2015)**

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

*Commercial and Government Entity (CAGE) code* means—

(1) An identifier assigned to entities located in the United States or 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 the NATO Support Agency (NSPA) to entities located outside the United States and its outlying areas that the 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.

(b) The Offeror shall enter its CAGE code in its offer with its name and address or otherwise include it prominently in its proposal. The CAGE code entered must be for that name and address. Enter “CAGE” before the number. The CAGE code is required prior to award.

(c) CAGE codes may be obtained via—

(1) Registration in the System for Award Management (SAM) at [www.sam.gov](http://www.sam.gov). If the Offeror is located in the United States or its outlying areas and does not already have a CAGE code assigned, the DLA Contractor and Government Entity (CAGE) Branch will assign a CAGE code as a part of the SAM registration process. SAM registrants located outside the United States and its outlying areas shall obtain a NCAGE code prior to registration in SAM (see paragraph (c)(3) of this provision).

(2) *The DLA Contractor and Government Entity (CAGE) Branch.* If registration in SAM is not required for the subject procurement, and the offeror does not otherwise register in SAM, an offeror located in the United States or its outlying areas may request that a CAGE code be assigned by submitting a request at [http://www.dlis.dla.mil/cage\\_welcome.asp](http://www.dlis.dla.mil/cage_welcome.asp).

(3) *The appropriate country codification bureau.* Entities located outside the United States and its outlying areas may obtain an NCAGE code by contacting the Codification Bureau in the foreign entity's country if that country is a member of NATO or a sponsored nation. NCAGE codes may be obtained from the NSPA if the foreign entity's country is not a member of NATO or a sponsored nation. Points of contact for codification bureaus and NSPA, as well as additional information on obtaining NCAGE codes, are available at

<http://www.dlis.dla.mil/nato/ObtainCAGE.asp>.

(d) Additional guidance for establishing and maintaining CAGE codes is available at [http://www.dlis.dla.mil/cage\\_welcome.asp](http://www.dlis.dla.mil/cage_welcome.asp).

(e) When a CAGE Code is required for the immediate owner and/or the highest-level owner by 52.204-17 or 52.212-3(p), the Offeror shall obtain the respective CAGE Code from that entity to supply the CAGE Code to the Government.

(f) Do not delay submission of the offer pending receipt of a CAGE code.

(End of Provision)

## **E.5 52.204-17 OWNERSHIP OR CONTROL OF OFFEROR (NOV 2014)**

(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 or 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 the NATO Support Agency (NSPA) to entities located outside the United States and its outlying areas that the 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.

*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.

(b) 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 (c) and if applicable, paragraph (d) of this provision for each participant in the joint venture.

(c) If the Offeror indicates “has” in paragraph (b) 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.

(d) If the Offeror indicates “yes” in paragraph (c) 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.6 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.7 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.8 VAAR 852.215-70 SERVICE-DISABLED VETERAN-OWNED AND VETERAN-OWNED SMALL BUSINESS EVALUATION FACTORS (DEC 2009)**

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

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

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

(End of Provision)

## **E.9 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)

(End of Addendum to 52.212-1)

## **E.10 52.212-2 EVALUATION—COMMERCIAL ITEMS (OCT 2014)**

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

Price  
Technical Capability  
Past Performance  
SDVOSB/VOSB Status

This is a Best Value Acquisition conducted under FAR Part 13 Simplified Acquisition Procedures.

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

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

(End of Provision)

## **E.11 52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS—COMMERCIAL ITEMS (APR 2016)**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(6) Have been voluntarily suspended.

“Sensitive technology”—

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

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

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

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

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

(1) Means a small business concern—

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

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

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

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

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

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

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

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

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

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

(1) Directly by a parent corporation; or

(2) Through another subsidiary of a parent corporation.

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

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

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

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

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

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

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

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

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

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

(2) The offeror has completed the annual representations and certifications electronically via the SAM website access through <http://www.acquisition.gov>. After reviewing the SAM database information, the

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

\_\_\_\_\_

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

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

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

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

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

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

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

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

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

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

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

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

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

(2) Foreign End Products:

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

*[List as necessary]*

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

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

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

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

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

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

*[List as necessary]*

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

Other Foreign End Products:

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

*[List as necessary]*

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

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

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

Canadian End Products:

Line Item No.

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*[List as necessary]*

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

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

Canadian or Israeli End Products:

Line Item No.      Country of Origin

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

*[List as necessary]*

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

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

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

Line Item No.      Country of Origin

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

\_\_\_\_\_

[List as necessary]

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

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

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

Other End Products:

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

[List as necessary]

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

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

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

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

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

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

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

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

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

(ii) *Examples.*

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

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

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

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

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

(1) *Listed end products.*

Listed End Product      Listed Countries of Origin

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

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

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

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

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

(2)  Outside the United States.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

TIN: \_\_\_\_\_.

TIN has been applied for.

TIN is not required because:

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

Offeror is an agency or instrumentality of a foreign government;

Offeror is an agency or instrumentality of the Federal Government.

(4) *Type of organization*.

Sole proprietorship;

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

(5) *Common parent.*

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

Name \_\_\_\_\_.

TIN \_\_\_\_\_.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Immediate owner CAGE code: \_\_\_\_.

Immediate owner legal name: \_\_\_\_.

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

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

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

Highest-level owner CAGE code: \_\_\_\_.

Highest-level owner legal name: \_\_\_\_.

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

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

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

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

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

(2) The Offeror represents that—

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

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

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

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

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

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

Predecessor legal name: \_\_\_\_.

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

(End of Provision)