

Table of Contents

A.1 CONTRACT ADMINISTRATION DATA	3
A.2 LIMITATIONS ON SUBCONTRACTING-- MONITORING AND COMPLIANCE (JUN 2011).....	4
B.1 PERFORMANCE-BASED WORK STATEMENT (PWS)	4
B.2 CONTRACTOR PERFORMANCE ASSESSMENT SYSTEM (CPARS)	14
B.3 PRICE/COST SCHEDULE	15
ITEM INFORMATION	15
SECTION C - CONTRACT CLAUSES	18
C.1 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS—COMMERCIAL ITEMS (JUN 2016).....	18
C.2 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998).....	23
C.3 52.203-99 PROHIBITION ON CONTRACTING WITH ENTITIES THAT REQUIRE CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS (FEB 2015).....	24
C.4 52.217-8 -- Option to Extend Services (Nov 1999)	24
C.5 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000).....	25
C.6 52.232-19 AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR (APR 1984) 25	
C.7 VAAR 852.203-71 DISPLAY OF DEPARTMENT OF VETERAN AFFAIRS HOTLINE POSTER (DEC 1992).....	25
C.8 VAAR 852.232-72 ELECTRONIC SUBMISSION OF PAYMENT REQUESTS (NOV 2012).....	25
C.9 VAAR 852.237-70 CONTRACTOR RESPONSIBILITIES (APR 1984).....	26
C.10 VAAR 852.270-1 REPRESENTATIVES OF CONTRACTING OFFICERS (JAN 2008) 27	
SECTION D - CONTRACT DOCUMENTS, EXHIBITS, OR ATTACHMENTS	28
SECTION E - SOLICITATION PROVISIONS	39
E.1 52.212-1 INSTRUCTIONS TO OFFERORS—COMMERCIAL ITEMS (OCT 2015).....	39
E.2 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998).....	43
E.3 52.203-98 PROHIBITION ON CONTRACTING WITH ENTITIES THAT REQUIRE CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS - REPRESENTATION (FEB 2015).....	43
E.4 52.204-20 PREDECESSOR OF OFFEROR (APR 2016).....	44
E.5 52.209-5 REPRESENTATION BY CORPORATIONS REGARDING AN UNPAID TAX LIABILITY OR A FELONY CONVICTION UNDER ANY FEDERAL LAW (DEVIATION)(MAR 2012).....	45
E.6 52.209-7 INFORMATION REGARDING RESPONSIBILITY MATTERS (JUL 2013)	45
E.7 52.216-1 TYPE OF CONTRACT (APR 1984).....	46
E.8 52.233-2 SERVICE OF PROTEST (SEP 2006)	46
E.9 VAAR 852.233-70 PROTEST CONTENT/ALTERNATIVE DISPUTE RESOLUTION (JAN 2008)	47
E.10 VAAR 852.233-71 ALTERNATE PROTEST PROCEDURE (JAN 1998).....	48
E.11 52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS—COMMERCIAL ITEMS (APR 2016).....	48

A.1 CONTRACT ADMINISTRATION DATA

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

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

a. CONTRACTOR:

b. GOVERNMENT: Contracting Officer 36C256 Bailey Long

Department of Veterans Affairs

NCO 16 (90C/NLR)

Central Arkansas Veterans HCS

2200 Fort Roots Drive, Bldg. 41, Room 219

North Little Rock AR 72114 1706

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 in arrears

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 Service Center

PO Box 149971

Austin TX 78714 9971

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

AMENDMENT NO	DATE

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

This solicitation includes FAR 52.219-14 Limitations on Subcontracting. Accordingly, any contract resulting from this solicitation will include this clause. The contractor is advised in performing contract administration functions, the CO may use the services of a support contractor(s) retained by VA to assist in assessing the contractor's compliance with the limitations on subcontracting or percentage of work performance requirements specified in the clause. To that end, the support contractor(s) may require access to contractor's offices where the contractor's business records or other proprietary data are retained and to review such business records regarding the contractor's compliance with this requirement. All support contractors conducting this review on behalf of VA will be required to sign an "Information Protection and Non-Disclosure and Disclosure of Conflicts of Interest Agreement" to ensure the contractor's business records or other proprietary data reviewed or obtained in the course of assisting the CO in assessing the contractor for compliance are protected to ensure information or data is not improperly disclosed or other impropriety occurs. Furthermore, if VA determines any services the support contractor(s) will perform in assessing compliance are advisory and assistance services as defined in FAR 2.101, Definitions, the support contractor(s) must also enter into an agreement with the contractor to protect proprietary information as required by FAR 9.505-4, obtaining access to proprietary information, paragraph (b). The contractor is required to cooperate fully and make available any records as may be required to enable the CO to assess the contractor's compliance with the limitations on subcontracting or percentage of work performance requirement.

B.1 PERFORMANCE-BASED WORK STATEMENT (PWS)

LAUNDRY SERVICES

CAVHS 2200 FT. ROOTS DRIVE

NORTH LITTLE ROCK, AR 72114

April 19, 2016 revised

Table of Contents

SECTION 1: DESCRIPTION OF SERVICES

SECTION 2: SERVICES SUMMARY

SECTION 3: GOVERNMENT OWNED PROPERTY AND SERVICES

SECTION 4: GENERAL INFORMATION

SECTION 5: EVALUATION FACTORS

SECTION 6: APPENDICES

1. DESCRIPTION OF SERVICE. Contractor shall provide all necessary personnel, equipment, tools, materials, supervision, and other items and services necessary to perform Laundry Services on Government owned linens for the Central Arkansas Veterans Healthcare System (CAVHS), in accordance with all applicable laws, regulations, standards, instructions and commercial practices as described in the Performance-Based Work Statement (PWS) with the focus on safety and customer service. The Contractor is encouraged and expected to use innovative approaches to efficiently and effectively accomplish PWS requirements in a timely manner at reduced costs and in a way that fosters pride and ownership in the work performed. The contractor shall pay for replacement of any items damaged or lost by contractor personnel. Any questions concerning this service during the life of the contract shall be addressed through the Contracting Officer's Representative (COR) to the Contracting Officer. The Government will drop off and pick up laundry Monday through Friday except federal holidays and days named a federal holidays the by President of the United States shall be considered federal holidays as well. Due to the Government transporting the linens to and from the contractors' location, a radius of 65 miles or less from 2200 Ft. Roots Drive, North Little Rock, AR 72114 is imposed for this procurement. This is necessary so linen will be delivered and distributed for patient care on the same business day.

The COR will be Pennie Thompson, 501-257-2129, pennie.thompson@va.gov

Any changes shall only be made by a properly warranted Contracting Officer. The warranted Contracting Officer is authorized to change the terms and conditions of the contract (via a written modification executed by both parties).

1.2 SPECIFIC FUNCTIONS.

1.2.1 Laundry Service. The contractor shall provide laundry service to ensure compliance with all certification or labeling requirements as required by health regulations. Laundered articles shall be cleaned in accordance with the Association for Professionals in Infection Control and Epidemiology (APIC) standards of quality of cleanliness, finish and appearance, which is an internationally recognized standard. Articles shall be laundered to be free from bacteria and other microorganisms, including pathogens or disease-producing organisms, within facilities equipped with ventilation to prevent dissemination of contaminants. The facility's ventilation system should include adequate intake filtration, exchange rate and exhaust in accordance with E P A environmental requirements. All items must be clean, dry and free of lint, odor, spots, or excessive wrinkles. NOTE: Some materials common to all items such as sheets, pillow cases etc., are made with Polyester/Cotton material: Polyester/cotton material shall be washed, dried and pressed in such a manner as to prevent wrinkles and shrinking of fabric. If chlorine bleach is used it must be done without causing yellowing of the fabric.

1.2.2 Contaminated Laundry. All soiled laundry originating from the CAVHS that is categorized as "contaminated" will be contained within a green laundry bag lined with a red 'alginate' bag. Contaminated laundry must be cleaned in accordance with the current edition of the APIC Text, Chapter 101-1 titled Laundry, Patient Linens, Textiles, and Uniforms, and standard commercial practices.

1.2.3 Pick-up and Delivery service. The CAVHS shall deliver articles to the contractor's facility and pick-up from the contractor's facility at a mutually agreed upon date and time between the contractor and COR. Deliveries and pick-ups shall be accomplished Monday through Friday, except for US Federal Holidays, and days named a federal holiday by the President of the United States shall be considered federal holidays as well, between the hours of 800am and 600pm. A regular pick-up and delivery time shall be established within this time period. CAVHS will provide transport carts.

1.2.4 Weights and Delivery Tickets. Prior to delivery, CAVHS laundry personnel shall weigh all articles, including the laundry bags, of soiled laundry for that particular day, and weigh all soiled linen delivered, and annotate the amounts on the CAVHS supplied delivery ticket. The Contractor shall verify the weights and sign the delivery ticket for weights being delivered; such signature constitutes agreement to the Government's weight unless specific exception is taken. One signed copy will be returned to the Contractor and the hospital laundry personnel will retain a signed copy.

1.2.4.1 Upon return from pick-up, CAVHS personnel shall verify that the weight delivered is at least 92% of the weight sent. This difference allows for moisture present in soiled laundry. In the event the weight delivered is less than 92% of that sent, the contractor shall reimburse the government \$15.00 per pound of linen unaccounted for.

1.2.4.2 Scales located at the CAVHS laundry facility, building 159, will be used by C A V H S laundry personnel for weighing of linen for delivery and pick-up.

1.2.5 Unserviceable Items. The Contractor shall return all unserviceable articles in a separate bundle, marked “unserviceable” to the Government after laundering. Unserviceable articles are those that are thread bear, ripped and torn beyond repair.

1.2.6 Inspection of Laundry Facility/Services. The Contractor shall make the facility available for inspection by the Government if requested. The Government will notify the Contractor (1) business day prior to a proposed date for facility inspection. Please provide name, number and email of primary and alternate point of contact.

1.2.6.1 At the time of the facility inspection the Contractor shall provide in writing proof of the temperature range and wash cycle times for equipment used for CAVHS materials. This shall be either in the form of washroom testing or a printed record of temperatures provided by the equipment.

1.2.6.2 The Contractor shall provide MSDS’s for any proposed detergents/chemicals for low temperature wash. Proposed detergents/chemicals shall be designed for this type of application.

2. SERVICES SUMMARY The Services Summary (SS) captures the service requirements that can be measured and are considered to be Moderate Risk and High Risk operational requirements. The SS includes Performance Objectives that describe the desired end result or outcome the Contractor shall achieve. The Performance Thresholds states the minimum acceptable level of the performance in terms of quality, timeliness, and quantity in realistic and achievable standards. These thresholds are critical to mission success. The PWS paragraphs reference the details of the Performance Objective in the PWS.

Performance Objective	PWS Para	Performance Threshold
Contractor shall provide laundry service	Para 1.2	<u>HIGH RISK</u> <u>Laundered Articles: No more than 2 articles</u> per month found to be not clean, wet, or having lint, odor, spots, or excessive wrinkles.
Contractor shall provide Laundry Services for “contaminated” laundry from the CAVHS	Para 1.2.2	<u>HIGH RISK</u> 0 Defects. All articles must be cleaned in accordance with the current edition of the APIC Text of Infection Control and Epidemiology
Contractor shall maintain delivery pick-up schedule	Para 1.2.3	<u>HIGH RISK</u> No more than 1 scheduled delivery or pick-up day is missed per month.
Contractor shall ensure that all delivery weights are within the prescribed limits, allowing up to 8% for moisture in soiled linen.	Para 1.2.4	<u>MODERATE RISK</u> 92% (by weight) of articles picked up, to include unserviceable articles, are returned to the government on scheduled delivery days.

Contractor's facility and processes will be maintained to comply with APIC standards (see Inspection of Laundry Facility/Services Checklist)	Para 1.2.1, 1.2.6, and Appendix B	HIGH RISK No more than 5 minor findings and ZERO major findings per inspection, either scheduled or no-notice.
--	-----------------------------------	--

3. GOVERNMENT OWNED PROPERTY (GOP) AND SERVICES

3.1. Delivery/Pick-up. The Government shall sort prior to delivery, deliver/pick-up linens to the contractor's off-site location on an agreed to schedule. This will take place Monday through Friday except for federal holidays and days named a federal holiday by the President of the United States shall be considered federal holidays as well.

3.2. Government Owned Linens. The Contractor is responsible for the return of all government linens in their possession. In the event of loss, either through plant failure, or misplacing, the Government will determine the items and quantities lost and bill the Contractor accordingly.

3.3. Government Owned Laundry Carts. The Government shall provide laundry carts to be used exclusively for the processing of laundry belonging to the CAVHS.

4. GENERAL INFORMATION

4.1 Hours of Operation. CAVHS hours of operation are 7:30AM to 4:30PM, Monday through Friday excluding federal holidays. The Contractor is not required to provide laundry service on Federal Holidays or days named a federal holiday by the President of the United States shall be considered federal holidays as well..

4.2. Quality Control. The Contractor shall employ a commercial quality control program and procedures to identify, prevent, and ensure non-reoccurrence of defective services. Through implementation of the Contractor's Quality Control program and procedures, the Government shall receive quality services meeting the requirements of the contract. The government reserves the right to perform no-notice on-site inspections of the contractor's place of business, and will perform at least one on-site inspection annually. The purpose of the visits is to ensure adequate infection control measures are being followed. An example of areas inspected can be found in Appendix B.

4.3. Contractor-Furnished Items and Services. Except for those items or services specifically stated in paragraph 3 as Government-Owned, the Contractor shall furnish everything needed to perform this contract, including delivery tickets, according to its terms and conditions.

4.4. Stain Removal Treatment. The contractor shall provide stain removal treatment for those items having hard-to-remove stains.

4.5. Pre-Sorting Linen. The CAVHS will pre-sort laundry prior to delivery to the contractor's off-site facility, while the CAVHS laundry has an operational capacity.

4.6. Contractor Sorting, Processing, and Folding Linen: Once the CAVHS laundry facility is completely shut down the contractor shall be required to sort soiled linen, process and fold the linen. This deliverable will be listed as a separate CLIN, and billable separate from the services identified in 4.5.

5. EVALUATION FACTORS

- 1. Technical**
- 2. Driving Distance**
- 3. Past performance**
- 4. Price**

The proposal will be evaluated strictly in accordance with its written content. Proposals which merely restate the requirement or state that the requirement will be met, without providing supporting rationale, are not sufficient. Offerors who fail to meet the minimum requirements of the solicitation will be rated Unacceptable.

This award will be made using Lowest Price Technically Acceptable (LPTA) processes.

APPENDICES.

- A. Estimated Daily Work Load by Item Type**
- B. Inspection of Laundry Facility/Services**

Appendix A

Daily Work Load Estimates

DISCLAIMER: Additional items may be introduced during the course of the contract. The chart below represents the item quantities of the laundry serviced based upon the average annual weight estimates.

ITEM	QUANTITY (EACH)	ESTMIATED POUNDAGE
FLAT SHEETS	1350	2,000
BLANKETS	900	1,200
BATH TOWELS	2400	4,800
BED PADS	840	1,000
PAJAMAS	500	1,000
TOTAL	5,990	10,000

Variables: 10,000 lbs. per day, Monday through Friday, is an estimate based on past workload, which includes numbers of patients and day of the week. Poundage is typically higher following the weekend.

Appendix B

INSPECTION OF LAUNDRY FACILITY/SERVICES

References:

CDC, Guidelines for Environmental Infection Control in Health-Care Facilities, 2003 APIC Text of Infection Control & Epidemiology, 2014

In order to pass, the overall facility shall have ZERO Major findings in all areas and no more than 5 Minor findings in all areas.

In the event of the Contractor being successful in bidding, any Minor findings would be expected to be corrected upon contract start and would be subject to inspection.

(Major findings have the “No-Minor” block greyed out, Minor findings have the “No – Major” block greyed out,)

	YES	No – Major	No - Minor
A. PLANT FACILITY			
1. Ventilation system has adequate intake, filtration, exchange rate and exhaust.		Major	
2. Separation of clean and soiled areas by a physical barrier, negative air pressure – soiled linen/positive air pressure – clean to soiled.		Major	
3. Environmental conditions are adequate: temperature, humidity, cleanliness of area etc.		Major	

4. Hand washing facilities available (Sink with hot and cold water/soap/towels and/or alcohol gel dispensers.			Minor
5. Eating and smoking is prohibited in all work areas. Water, in covered containers only, is the only drinking permitted in work areas.			Minor
B. PERSONNEL			
1. Employees participate in relevant continuing education program with documentation available. For example, training in personal hygiene, hand washing, and blood borne pathogen transmission and proper use of personal protective equipment (PPE). Employees shall not be considered government employees under any circumstance.		Major	
2. Personal protective equipment available and in use: gowns, aprons, masks, eye protection. Employees remove PPE before leaving receiving/sorting area.			Minor
3. Hepatitis B vaccine required for all employees.			Minor
D. SOILED LINEN PROCESSING			
1. Soiled linen is handled as little as possible and with minimum agitation.			Minor
2. Compliance with standard/universal precautions is observed in the soiled linen area – sharps disposal units available.			Minor
Wash formula: adequate temperature, time soap/detergent/bleach used: If hot water cycles are used, $\geq 71C/160F$ x 3 minutes and ≥ 25 minutes total cycle If low-temperature washing is used ($< 71C/160F$), suitable chemicals proven to hygienically clean textiles will be used.		Major	
4. Washer thermometer visible and Thermometer calibration data available.			
5. Unserviceable linens are laundered before being returned to the medical facility in a separate, marked bundle.			Minor
E. HOUSEKEEPING			
1. Cleaning procedures are developed and implemented regarding: Cleaning and care of equipment and work areas, Maintenance of cleaning schedules, Documentation of cleaning			Minor
F. QUALITY ASSURANCE			
1. The contractor has written policies and procedures covering areas of responsibility relating to the service provided, and contractor maintains documentation of the identification of problems and methods to resolve them			Minor

1. TECHNICAL EVALUATION APPROACH. The evaluation process will consider the extent to which the proposal demonstrates a clear understanding of the technical features involved in meeting the Performance-Based Work Statement (PWS) requirements and whether the offeror's methods and approach have adequately and completely considered, defined and satisfied the requirements in the PWS. Each offeror's technical proposal must clearly meet the minimum requirements of the solicitation. A technical review team composed of key government personnel will use their technical skills, knowledge, and experience to thoroughly review the adequacy of the technical proposals. The government will assess whether the offeror's technical proposal clearly meets the minimum requirements of the solicitation by evaluating the following:

- a) Compliance with the requirements of the solicitation, and
- b) Understanding of the requirements of the solicitation.

3) The following specific factor will be evaluated in the technical proposal (as outlined in the Addendum to FAR 52.212-2). Any proposed approach, method, or process determined unacceptable may

render the entire technical proposal as unacceptable. Upon final determination that a technical proposal is unacceptable, the CO shall promptly notify the firm submitting the proposal that it will not be considered for award and shall indicate in general terms the basis for the determination.

The Government will inspect all offered laundry facilities as part of the evaluation process, to determine technical acceptability.

2. DRIVING DISTANCE. The period of performance for this contract is one 6 month period with one six month option period that may be exercised unilaterally by the government and at the sole discretion of the government. The Government intends to use its existing equipment and labor to transport laundry to/from the contractor's facility. Distance to/from the contractor's facility and laundry turnaround time will also impact the amount of excess linen the Government will have to purchase for stock. To minimize transportation costs and excess linen stocks the Government will only consider contractors located within a 65 mile radius of its campus located at 2200 Fort Roots Drive, North Little Rock, AR 72114. To be considered acceptable a MapQuest page identifying the mileage from the contractor's place of business where the services will be performed and 2200 Fort Roots Drive, North Little Rock, AR 72114 shall be included identifying how many miles to that location.

3. PAST PERFORMANCE. The contractor shall provide a listing of relevant references. Including the company/firm name, address, telephone number, and e-mail address. The Contracting Officer may also use information available in the Past Performance Retrieval System (PPRS) when evaluating contractor past performance. A past performance survey may be sent to the references provided.

4. PRICE EVALUATION APPROACH. The Government will review all submitted prices for fairness and reasonableness. The total of all line item prices, including all options will be considered. The Total Evaluated Price will be that sum.

Proposal Evaluation

a. Technical Acceptability Ratings.

1) A decision on the technical acceptability of each offeror's technical proposal will be made. Each technical proposal will be assigned a rating of:

a) Acceptable: The proposal clearly meets the minimum requirements of the solicitation; or,

b) Unacceptable: The proposal does not clearly meet the minimum requirements of the solicitation.

2) Each offeror's technical proposal must clearly meet the minimum requirements of the solicitation. A technical review team composed of key government personnel will use their technical skills, knowledge, and experience to thoroughly review the adequacy of the technical proposals. The government will assess whether the offeror's technical proposal clearly meets the minimum requirements of the solicitation by evaluating the following:

b) Compliance with the requirements of the solicitation, and

b) Understanding of the requirements of the solicitation.

3) The following specific factor will be evaluated in the technical proposal (as outlined in the Addendum to FAR 52.212-2). Any proposed approach, method, or process determined unacceptable may render the entire technical proposal as unacceptable. Upon final determination that a technical proposal is unacceptable, the CO shall promptly notify the firm submitting the proposal that it will not be considered for award and shall indicate in general terms the basis for the determination.

a) **Factor 1 – Technical Approach:**

Description: The government will evaluate this factor to determine if the offeror's technical approach, to include the supplements, demonstrates understanding, compliance, and clearly meets the minimum solicitation requirements.

Measure of Merit: This factor is met when the offeror submits, as part of its technical proposal, specific narrative detailed and/or description of its technical approach (to include supplements) with actual methods, processes, and procedures that demonstrate the offeror's compliance and understanding of the minimum solicitation requirements.

c) **Factor 2 – Driving Distance:**

Description: Distance to/from the contractor's facility and laundry turnaround time will impact the amount of excess linen the Government will have to purchase for stock. To minimize transportation costs and excess linen stocks the Government will only consider contractors located within a 65 mile radius of its campus located at 2200 Fort Roots Drive, North Little Rock, AR 72114.

Measure of Merit: This factor is met when the offeror submits, their specific street address where the services are to be performed, Also include a MapQuest route description showing the exact mileage from 2200 Ft. Roots Drive, North Little Rock, AR 72114.

d) **Factor 3 – Past performance:**

i) Past Performance Evaluation Ratings.

1) A decision on the past performance acceptability of each offeror's past performance proposal will be made. Each past performance proposal will be assigned a rating of:

a) Acceptable: Based on the offeror's performance record, the government has a reasonable expectation that the offeror will successfully perform the required effort, or the offeror's performance record is unknown.

a) Unacceptable: Based on the offeror's performance record, the government has no reasonable expectation that the offeror will be able to successfully perform the required effort.

2) Each offeror's past performance proposal must clearly meet the minimum requirements of the solicitation. The government will assess whether the offeror's past performance proposal clearly meets the minimum requirements of the solicitation by evaluating the following:

Description: The government will evaluate this factor to determine if the government has a reasonable expectation that the offeror will or will not successfully perform the required effort or the offeror's performance record is unknown. The evaluation assessment is based on the offeror's record of relevant and recent past performance information that pertains to the services outlined in the solicitation requirements. The government will evaluate whether the offeror's past performance is recent and relevant to the effort to be acquired and evaluate how well the contractor performed on the contracts. An offeror without a record of recent and relevant past performance, or for whom information on past performance is not available or so sparse that no meaningful past performance rating can be reasonably assigned, shall be assigned an "unknown" past and/or current performance rating. The offeror may not be evaluated favorably or unfavorably regarding an "unknown" past performance rating. In the context of acceptability/ unacceptability, "unknown" shall be considered "acceptable."

Measure of Merit: This factor is met when an offeror demonstrates a reasonable expectation that the offeror will successfully perform the required services or the offeror's performance record is unknown.

c. Factor 4 Price Reasonableness Evaluation.

1) Prices will be determined reasonable based on adequate price competition. The determination of relative overall price to the government will be established by totaling the proposed prices for the entire five-year ordering period.

B.2 CONTRACTOR PERFORMANCE ASSESSMENT SYSTEM (CPARS)

As prescribed in Federal Acquisition Regulation (FAR) Part 42.15, the Department of Veterans Affairs (VA) evaluates contractor past performance on all contracts that exceed \$150,000, and shares those evaluations with other Federal Government contract specialists and procurement officials. The FAR requires that the contractor be provided an opportunity to comment on past performance evaluations prior to each report closing. To fulfill this requirement VA uses an online database, CPARS, which is maintained by the Naval Seal Logistics Center in Portsmouth Virginia. CPARS has connectivity with the Past Performance Information Retrieval System (PPIRS) database, which is available to all Federal agencies. PPIRS is the system used to collect and retrieve performance assessment reports used in source selection determinations and completed CPARS report cards transferred to PPIRS. CPARS also includes access to the Federal Awardee Performance and Integrity Information System (FAPIS). FAPIS is a web-enabled application accessed via CPARS for contractor responsibility determination information.

a) Each contractor whose contract award is estimated to exceed \$150,000 is required to register with CPARS database at the following web address: www.cpars.csd.disa.mil. Help in registering can be obtained by contacting the Customer Support Desk at 207-438-1690. Registration should occur no later than thirty days after contract award, and must be kept current should there be any change to the contractor's registered representative.

b) For contracts with a period of one year or less, the contracting officer will perform a single evaluation

when the contract is complete. For contracts exceeding one year, the contracting officer will evaluate the contractor's performance annually. Interim reports will be filed each year until the last year of the contract, when the final report will be completed. The report shall be assigned in CPARS to the contractor's designated representative for comment. The contractor representative will have thirty days to submit any comments and re-assign the report to the VA contracting officer.

Failure to have a current registration in the CPARS database, or to re-assign the report to the VA contracting officer within those thirty days, will result in the Government's evaluation being placed on file in the database with a statement that the "contractor failed to respond."

Item numbers 0001 and 0002 are for the same PWS requirement. Item numbers 0003 and 0004 are for the same PWS requirement.

Item numbers 1001 and 1002 are for the same PWS requirement. Item numbers 1003 and 1004 are for the same PWS requirement.

B.3 PRICE/COST SCHEDULE

ITEM INFORMATION

ITEM NUMBER	DESCRIPTION OF SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	Laundry Service for the period of performance October 1, 2016 - March 31, 2017. Service by the contractor includes washing, drying with an estimated 10,000 lb. of soiled laundry per day, Monday thru F Contract Period: Base POP Begin: 10-01-2016 POP End: 03-31-2017	999,999.00	LB	_____	_____
0002	Laundry Service for the period of performance October 1, 2016 - March 31, 2017. Service by the contractor includes washing, drying with an estimated 10,000 lb. of soiled laundry per day, Monday thru Fri Contract Period: Base POP Begin: 10-01-2016 POP End: 03-31-2017	250,001.00	LB	_____	_____
0003	Laundry Service for the period of performance October 1, 2016 - March 31, 2017. Service by the	999,999.00	LB	_____	_____

contractor includes
 sorting, processing and
 folding laundry with an
estimated 10,000 lb. per
 day.
 Contract Period: Base
 POP Begin: 10-01-2016
 POP End: 03-31-2017

0004	<p>Laundry Service for the period of performance October 1, 2016 - March 31, 2017. Service by the contractor includes washing, drying with an estimated 10,000 lb. of soiled laundry per day, Monday thru F Contract Period: Base POP Begin: 10-01-2016 POP End: 03-31-2017</p>	250,001.00	LB	_____	<p>_____</p> <p>Cost of Base Period</p> <p>_____</p>
1001	<p>Laundry Service for the period of performance April 1, 2017 - September 30, 2017. Service by the contractor includes washing, drying with an estimated 10,000 lb. of soiled laundry per day, Monday thru F Contract Period: Option 1 POP Begin: 04-01-2017 POP End: 09-30-2017</p>	999,999.00	LB	_____	_____
1002	<p>Laundry Service for the period of performance April 1, 2017 - September 30, 2017. Service by the contractor includes washing, drying with an estimated 10,000 lb. of soiled laundry per day, Monday thru Fri Contract Period: Option 1 POP Begin: 04-01-2017 POP End: 09-30-2017</p>	250,001.00	LB	_____	_____
1003	<p>Laundry Service for the</p>	999,999.00	LB	_____	_____

	period of performance April 1, 2017 - September 30, 2017. Service by the contractor includes sorting, processing and folding laundry with an estimated 10,000 lb. of laundry per day. Contract Period: Option 1 POP Begin: 04-01-2017 POP End: 09-30-2017				
1004	Laundry Service for the period of performance April 1, 2017 - September 30, 2017. Service by the contractor includes washing, drying with an estimated 10,000 lb. of soiled laundry per day, Monday thru F Contract Period: Option 1 POP Begin: 04-01-2017 POP End: 09-30-2017	250,001.00	LB		
					Option One Total
					GRAND TOTAL

For the purposes of the award of this Contract, the Government intends to evaluate the option to extend services under FAR 52.217-8 as follows:

The evaluation will consider the possibility that the option can be exercised at any time, and can be exercised in increments of one to six months, but not for more than a total of six months during the life of the contract. The evaluation will assume that the prices for any option exercised under FAR 52.217-8 will be at the same rates as those in effect under the contract at the time the option is exercised. The evaluation will therefore assume that the addition of the price or prices of any possible extension or extensions under FAR 52.217-8 to the total price for the basic requirement and the total price for the priced options has the same effect on the total price of all proposals relative to each other, and will not affect the ranking of proposals based on price, unless, after reviewing the proposals, the Government determines that there is a basis for finding otherwise. This evaluation will not obligate the Government to exercise any option under FAR 52.217-8.

SECTION C - CONTRACT CLAUSES

C.1 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).

- [X] (29) 52.222-35, Equal Opportunity for Veterans (OCT 2015) (38 U.S.C. 4212).
- [X] (30) 52.222-36, Equal Opportunity for Workers with Disabilities (JUL 2014) (29 U.S.C. 793).
- [X] (31) 52.222-37, Employment Reports on Veterans (FEB 2016) (38 U.S.C. 4212).
- [X] (32) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496).
- [X] (33)(i) 52.222-50, Combating Trafficking in Persons (MAR 2015) (22 U.S.C. chapter 78 and E.O. 13627).
- [] (ii) Alternate I (MAR 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).
- [X] (34) 52.222-54, Employment Eligibility Verification (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.
- [X] (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

(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)

C.2 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</u> <u>Number</u>	<u>Title</u>	<u>Date</u>
52.203-16	PREVENTING PERSONAL CONFLICTS OF INTEREST	DEC 2011
52.203-17	CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS	APR 2014
52.204-18	COMMERCIAL AND GOVERNMENT ENTITY CODE MAINTENANCE	JUL 2015

52.204-4	PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER	MAY 2011
52.237-3	CONTINUITY OF SERVICES	JAN 1991
852.203-70	COMMERCIAL ADVERTISING	JAN 2008
52.223-2	AFFIRMATIVE PROCUREMENT OF BIOBASED PRODUCTS UNDER SERVICE AND CONSTRUCTION CONTRACTS	SEP 2013
52.232-18	AVAILABILITY OF FUNDS	APR 1984

C.3 52.203-99 PROHIBITION ON CONTRACTING WITH ENTITIES THAT REQUIRE CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS (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.4 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 of contract expiration. The rates in effect under the contract each time an option is exercised in accordance with FAR Clause 52.217-8 Option to Extend Services will be the rates that apply to the option period being exercised.

(End of Clause)

C.5 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 of contract expiration; 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 1 year.

(End of Clause)

C.6 52.232-19 AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR (APR 1984)

Funds are not presently available for performance under this contract beyond September 30, 2017. The Government's obligation for performance of this contract beyond that date is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise for performance under this contract beyond September 30, 2017, until funds are made available to the Contracting Officer for performance and until the Contractor receives notice of availability, to be confirmed in writing by the Contracting Officer.

(End of Clause)

C.7 VAAR 852.203-71 DISPLAY OF DEPARTMENT OF VETERAN AFFAIRS HOTLINE POSTER (DEC 1992)

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

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

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

(End of Clause)

C.8 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.9 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 Arkansas. 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.10 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.

SECTION D - CONTRACT DOCUMENTS, EXHIBITS, OR ATTACHMENTS

See Wage Determination following.

WD 05-2033 (Rev.-17) was first posted on www.wdol.gov on 01/05/2016

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.: 2005-2033
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.

State: Arkansas

Area: Arkansas Counties of Baxter, Boone, Clay, Cleburne, Conway, Faulkner, Fulton, Garland, Greene, Hot Spring, Independence, Izard, Jackson, Lawrence, Lonoke, Marion, Monroe, Montgomery, Perry, Pope, Prairie, Pulaski, Randolph, Saline, Searcy, Sharp, Stone, Van Buren, White, Woodruff, Yell

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

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		13.09
01012 - Accounting Clerk II		14.70
01013 - Accounting Clerk III		19.95
01020 - Administrative Assistant		16.42
01040 - Court Reporter		14.26
01051 - Data Entry Operator I		11.80
01052 - Data Entry Operator II		14.38
01060 - Dispatcher, Motor Vehicle		16.42
01070 - Document Preparation Clerk		11.24
01090 - Duplicating Machine Operator		11.24
01111 - General Clerk I		10.82
01112 - General Clerk II		11.81
01113 - General Clerk III		13.25
01120 - Housing Referral Assistant		15.81
01141 - Messenger Courier		11.92
01191 - Order Clerk I		11.08
01192 - Order Clerk II		12.09

01261 - Personnel Assistant (Employment) I	13.51
01262 - Personnel Assistant (Employment) II	14.81
01263 - Personnel Assistant (Employment) III	16.51
01270 - Production Control Clerk	18.80
01280 - Receptionist	10.72
01290 - Rental Clerk	10.23
01300 - Scheduler, Maintenance	12.67
01311 - Secretary I	12.67
01312 - Secretary II	14.17
01313 - Secretary III	15.81
01320 - Service Order Dispatcher	16.25
01410 - Supply Technician	17.56
01420 - Survey Worker	13.29
01531 - Travel Clerk I	11.82
01532 - Travel Clerk II	12.86
01533 - Travel Clerk III	13.60
01611 - Word Processor I	11.64
01612 - Word Processor II	13.00
01613 - Word Processor III	14.54
05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer, Fiberglass	19.08
05010 - Automotive Electrician	17.59
05040 - Automotive Glass Installer	14.86
05070 - Automotive Worker	15.04
05110 - Mobile Equipment Servicer	13.27
05130 - Motor Equipment Metal Mechanic	16.78
05160 - Motor Equipment Metal Worker	15.04
05190 - Motor Vehicle Mechanic	17.43
05220 - Motor Vehicle Mechanic Helper	12.42
05250 - Motor Vehicle Upholstery Worker	14.86
05280 - Motor Vehicle Wrecker	15.04
05310 - Painter, Automotive	15.90
05340 - Radiator Repair Specialist	15.04
05370 - Tire Repairer	10.83
05400 - Transmission Repair Specialist	17.43
07000 - Food Preparation And Service Occupations	
07010 - Baker	9.17
07041 - Cook I	8.49
07042 - Cook II	9.66
07070 - Dishwasher	8.19
07130 - Food Service Worker	8.61
07210 - Meat Cutter	13.79
07260 - Waiter/Waitress	8.06
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	13.42
09040 - Furniture Handler	10.37
09080 - Furniture Refinisher	13.42
09090 - Furniture Refinisher Helper	10.48
09110 - Furniture Repairer, Minor	11.95
09130 - Upholsterer	14.76
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	9.69
11060 - Elevator Operator	9.69
11090 - Gardener	12.25
11122 - Housekeeping Aide	9.30
11150 - Janitor	9.78
11210 - Laborer, Grounds Maintenance	10.82
11240 - Maid or Houseman	8.11
11260 - Pruner	9.86

11270 - Tractor Operator	12.61
11330 - Trail Maintenance Worker	10.82
11360 - Window Cleaner	10.26
12000 - Health Occupations	
12010 - Ambulance Driver	14.53
12011 - Breath Alcohol Technician	15.41
12012 - Certified Occupational Therapist Assistant	21.88
12015 - Certified Physical Therapist Assistant	20.47
12020 - Dental Assistant	13.94
12025 - Dental Hygienist	27.84
12030 - EKG Technician	23.88
12035 - Electroneurodiagnostic Technologist	23.88
12040 - Emergency Medical Technician	14.53
12071 - Licensed Practical Nurse I	14.26
12072 - Licensed Practical Nurse II	15.95
12073 - Licensed Practical Nurse III	17.79
12100 - Medical Assistant	12.74
12130 - Medical Laboratory Technician	17.27
12160 - Medical Record Clerk	13.78
12190 - Medical Record Technician	15.31
12195 - Medical Transcriptionist	14.42
12210 - Nuclear Medicine Technologist	31.50
12221 - Nursing Assistant I	10.29
12222 - Nursing Assistant II	11.57
12223 - Nursing Assistant III	12.62
12224 - Nursing Assistant IV	14.17
12235 - Optical Dispenser	14.24
12236 - Optical Technician	14.18
12250 - Pharmacy Technician	13.41
12280 - Phlebotomist	14.17
12305 - Radiologic Technologist	22.88
12311 - Registered Nurse I	24.41
12312 - Registered Nurse II	29.86
12313 - Registered Nurse II, Specialist	29.86
12314 - Registered Nurse III	36.12
12315 - Registered Nurse III, Anesthetist	36.12
12316 - Registered Nurse IV	43.29
12317 - Scheduler (Drug and Alcohol Testing)	19.09
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	18.29
13012 - Exhibits Specialist II	22.66
13013 - Exhibits Specialist III	27.72
13041 - Illustrator I	18.29
13042 - Illustrator II	22.66
13043 - Illustrator III	27.72
13047 - Librarian	25.09
13050 - Library Aide/Clerk	8.24
13054 - Library Information Technology Systems Administrator	22.66
13058 - Library Technician	12.15
13061 - Media Specialist I	16.35
13062 - Media Specialist II	17.41
13063 - Media Specialist III	20.40
13071 - Photographer I	13.74
13072 - Photographer II	15.37
13073 - Photographer III	19.04
13074 - Photographer IV	23.29
13075 - Photographer V	28.18
13110 - Video Teleconference Technician	17.16
14000 - Information Technology Occupations	
14041 - Computer Operator I	15.69

14042	- Computer Operator II	17.55
14043	- Computer Operator III	19.57
14044	- Computer Operator IV	21.84
14045	- Computer Operator V	24.08
14071	- Computer Programmer I	(see 1) 21.44
14072	- Computer Programmer II	(see 1) 25.80
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	15.69
14160	- Personal Computer Support Technician	24.02
15000	- Instructional Occupations	
15010	- Aircrew Training Devices Instructor (Non-Rated)	29.78
15020	- Aircrew Training Devices Instructor (Rated)	35.88
15030	- Air Crew Training Devices Instructor (Pilot)	40.44
15050	- Computer Based Training Specialist / Instructor	29.78
15060	- Educational Technologist	29.22
15070	- Flight Instructor (Pilot)	40.44
15080	- Graphic Artist	19.50
15090	- Technical Instructor	20.60
15095	- Technical Instructor/Course Developer	25.20
15110	- Test Proctor	16.63
15120	- Tutor	16.63
16000	- Laundry, Dry-Cleaning, Pressing And Related Occupations	
16010	- Assembler	8.72
16030	- Counter Attendant	8.72
16040	- Dry Cleaner	10.92
16070	- Finisher, Flatwork, Machine	8.72
16090	- Presser, Hand	8.72
16110	- Presser, Machine, Drycleaning	8.72
16130	- Presser, Machine, Shirts	8.72
16160	- Presser, Machine, Wearing Apparel, Laundry	8.72
16190	- Sewing Machine Operator	11.73
16220	- Tailor	12.57
16250	- Washer, Machine	9.47
19000	- Machine Tool Operation And Repair Occupations	
19010	- Machine-Tool Operator (Tool Room)	17.14
19040	- Tool And Die Maker	20.87
21000	- Materials Handling And Packing Occupations	
21020	- Forklift Operator	13.29
21030	- Material Coordinator	18.80
21040	- Material Expediter	18.80
21050	- Material Handling Laborer	10.54
21071	- Order Filler	10.85
21080	- Production Line Worker (Food Processing)	13.29
21110	- Shipping Packer	13.07
21130	- Shipping/Receiving Clerk	13.07
21140	- Store Worker I	10.50
21150	- Stock Clerk	13.92
21210	- Tools And Parts Attendant	13.29
21410	- Warehouse Specialist	13.29
23000	- Mechanics And Maintenance And Repair Occupations	
23010	- Aerospace Structural Welder	22.67
23021	- Aircraft Mechanic I	21.46
23022	- Aircraft Mechanic II	22.67
23023	- Aircraft Mechanic III	23.91
23040	- Aircraft Mechanic Helper	15.22
23050	- Aircraft, Painter	20.20

23060 - Aircraft Servicer	17.38
23080 - Aircraft Worker	18.46
23110 - Appliance Mechanic	17.03
23120 - Bicycle Repairer	10.83
23125 - Cable Splicer	22.87
23130 - Carpenter, Maintenance	16.16
23140 - Carpet Layer	15.94
23160 - Electrician, Maintenance	18.01
23181 - Electronics Technician Maintenance I	19.84
23182 - Electronics Technician Maintenance II	21.50
23183 - Electronics Technician Maintenance III	21.78
23260 - Fabric Worker	14.99
23290 - Fire Alarm System Mechanic	16.04
23310 - Fire Extinguisher Repairer	14.01
23311 - Fuel Distribution System Mechanic	18.63
23312 - Fuel Distribution System Operator	16.61
23370 - General Maintenance Worker	14.98
23380 - Ground Support Equipment Mechanic	21.46
23381 - Ground Support Equipment Servicer	17.38
23382 - Ground Support Equipment Worker	18.46
23391 - Gunsmith I	14.01
23392 - Gunsmith II	15.94
23393 - Gunsmith III	18.05
23410 - Heating, Ventilation And Air-Conditioning Mechanic	19.47
23411 - Heating, Ventilation And Air Contditioning Mechanic (Research Facility)	20.58
23430 - Heavy Equipment Mechanic	18.39
23440 - Heavy Equipment Operator	15.49
23460 - Instrument Mechanic	18.05
23465 - Laboratory/Shelter Mechanic	17.00
23470 - Laborer	10.54
23510 - Locksmith	16.89
23530 - Machinery Maintenance Mechanic	19.03
23550 - Machinist, Maintenance	17.23
23580 - Maintenance Trades Helper	10.93
23591 - Metrology Technician I	18.05
23592 - Metrology Technician II	19.07
23593 - Metrology Technician III	20.12
23640 - Millwright	17.23
23710 - Office Appliance Repairer	18.65
23760 - Painter, Maintenance	15.61
23790 - Pipefitter, Maintenance	19.32
23810 - Plumber, Maintenance	18.69
23820 - Pneudraulic Systems Mechanic	18.05
23850 - Rigger	18.05
23870 - Scale Mechanic	15.94
23890 - Sheet-Metal Worker, Maintenance	15.90
23910 - Small Engine Mechanic	14.49
23931 - Telecommunications Mechanic I	21.68
23932 - Telecommunications Mechanic II	22.77
23950 - Telephone Lineman	21.12
23960 - Welder, Combination, Maintenance	15.83
23965 - Well Driller	18.05
23970 - Woodcraft Worker	18.05
23980 - Woodworker	15.19
24000 - Personal Needs Occupations	
24570 - Child Care Attendant	8.46
24580 - Child Care Center Clerk	10.34
24610 - Chore Aide	8.57

24620 - Family Readiness And Support Services Coordinator	11.49
24630 - Homemaker	15.14
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	18.61
25040 - Sewage Plant Operator	16.24
25070 - Stationary Engineer	18.61
25190 - Ventilation Equipment Tender	13.55
25210 - Water Treatment Plant Operator	15.49
27000 - Protective Service Occupations	
27004 - Alarm Monitor	13.29
27007 - Baggage Inspector	11.41
27008 - Corrections Officer	16.48
27010 - Court Security Officer	17.64
27030 - Detection Dog Handler	13.80
27040 - Detention Officer	16.48
27070 - Firefighter	18.44
27101 - Guard I	11.41
27102 - Guard II	13.80
27131 - Police Officer I	17.77
27132 - Police Officer II	19.74
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	10.02
28042 - Carnival Equipment Repairer	10.71
28043 - Carnival Equipment Worker	8.35
28210 - Gate Attendant/Gate Tender	13.18
28310 - Lifeguard	11.34
28350 - Park Attendant (Aide)	14.74
28510 - Recreation Aide/Health Facility Attendant	10.49
28515 - Recreation Specialist	15.08
28630 - Sports Official	11.45
28690 - Swimming Pool Operator	16.09
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	15.43
29020 - Hatch Tender	15.43
29030 - Line Handler	15.43
29041 - Stevedore I	14.51
29042 - Stevedore II	16.46
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	16.39
30022 - Archeological Technician II	18.33
30023 - Archeological Technician III	22.65
30030 - Cartographic Technician	24.09
30040 - Civil Engineering Technician	21.18
30061 - Drafter/CAD Operator I	17.38
30062 - Drafter/CAD Operator II	19.44
30063 - Drafter/CAD Operator III	21.68
30064 - Drafter/CAD Operator IV	26.67
30081 - Engineering Technician I	15.21
30082 - Engineering Technician II	17.07
30083 - Engineering Technician III	19.09
30084 - Engineering Technician IV	23.66
30085 - Engineering Technician V	28.94
30086 - Engineering Technician VI	35.01
30090 - Environmental Technician	16.97
30210 - Laboratory Technician	17.33
30240 - Mathematical Technician	24.09

30361 - Paralegal/Legal Assistant I	16.32
30362 - Paralegal/Legal Assistant II	18.22
30363 - Paralegal/Legal Assistant III	21.19
30364 - Paralegal/Legal Assistant IV	24.59
30390 - Photo-Optics Technician	24.09
30461 - Technical Writer I	19.80
30462 - Technical Writer II	24.23
30463 - Technical Writer III	29.32
30491 - Unexploded Ordnance (UXO) Technician I	22.74
30492 - Unexploded Ordnance (UXO) Technician II	27.51
30493 - Unexploded Ordnance (UXO) Technician III	33.48
30494 - Unexploded (UXO) Safety Escort	22.74
30495 - Unexploded (UXO) Sweep Personnel	22.74
30620 - Weather Observer, Combined Upper Air Or	(see 2) 21.68
Surface Programs	
30621 - Weather Observer, Senior	(see 2) 24.09
31000 - Transportation/Mobile Equipment Operation Occupations	
31020 - Bus Aide	11.41
31030 - Bus Driver	15.50
31043 - Driver Courier	13.14
31260 - Parking and Lot Attendant	9.27
31290 - Shuttle Bus Driver	13.33
31310 - Taxi Driver	9.44
31361 - Truckdriver, Light	13.33
31362 - Truckdriver, Medium	14.28
31363 - Truckdriver, Heavy	16.77
31364 - Truckdriver, Tractor-Trailer	16.77
99000 - Miscellaneous Occupations	
99030 - Cashier	8.37
99050 - Desk Clerk	8.60
99095 - Embalmer	22.74
99251 - Laboratory Animal Caretaker I	9.59
99252 - Laboratory Animal Caretaker II	10.30
99310 - Mortician	22.74
99410 - Pest Controller	13.02
99510 - Photofinishing Worker	10.53
99710 - Recycling Laborer	12.58
99711 - Recycling Specialist	14.85
99730 - Refuse Collector	13.08
99810 - Sales Clerk	10.57
99820 - School Crossing Guard	9.26
99830 - Survey Party Chief	16.97
99831 - Surveying Aide	11.23
99832 - Surveying Technician	15.43
99840 - Vending Machine Attendant	9.99
99841 - Vending Machine Repairer	12.09
99842 - Vending Machine Repairer Helper	9.99

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

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

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 5 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present

contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

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

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

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

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

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

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

If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which

is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

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

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

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used.

All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

**** UNIFORM ALLOWANCE ****

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

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

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 confirmed.

The process for preparing a conformance request is as follows:

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

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

When preparing a conformance request, the "Service Contract Act Directory of

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

SECTION E - SOLICITATION PROVISIONS

E.1 52.212-1 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 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

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

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

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

(End of Provision)

<u>FAR</u> <u>Number</u>	<u>Title</u>	<u>Date</u>
52.204-16	COMMERCIAL AND GOVERNMENT ENTITY CODE REPORTING	JUL 2015
52.204-17	OWNERSHIP OR CONTROL OF OFFEROR	NOV 2014
52.225-25	PROHIBITION ON CONTRACTING WITH ENTITIES ENGAGING IN CERTAIN ACTIVITIES OR TRANSACTIONS RELATING TO IRAN—REPRESENTATION AND CERTIFICATIONS	OCT 2015

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

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

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

information.

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

(End of Provision)

E.4 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.5 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.6 52.209-7 INFORMATION REGARDING RESPONSIBILITY MATTERS (JUL 2013)

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

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

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

(1) The total value of all current, active contracts and grants, including all priced options; and

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

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

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

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

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

(i) In a criminal proceeding, a conviction.

(ii) In a civil proceeding, a finding of fault and liability that results in the payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more.

(iii) In an administrative proceeding, a finding of fault and liability that results in—

(A) The payment of a monetary fine or penalty of \$5,000 or more; or

(B) The payment of a reimbursement, restitution, or damages in excess of \$100,000.

(iv) In a criminal, civil, or administrative proceeding, a disposition of the matter by consent or compromise with an acknowledgment of fault by the Contractor if the proceeding could have led to any of the outcomes specified in paragraphs (c)(1)(i), (c)(1)(ii), or (c)(1)(iii) of this provision.

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

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

(End of Provision)

E.7 52.216-1 TYPE OF CONTRACT (APR 1984)

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

(End of Provision)

E.8 52.233-2 SERVICE OF PROTEST (SEP 2006)

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

Bailey Long

bailey.long@va.gov

Hand-Carried Address:

Department of Veterans Affairs

NCO 16 (90C/NLR)

Central Arkansas Veterans HCS

2200 Fort Roots Drive, Bldg. 41, Room 219

North Little Rock AR 72114 1706

Mailing Address:

Department of Veterans Affairs

NCO 16 (90C/NLR)

Central Arkansas Veterans HCS

2200 Fort Roots Drive, Bldg. 41, Room 219

North Little Rock AR 72114 1706

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

(End of Provision)

E.9 VAAR 852.233-70 PROTEST CONTENT/ALTERNATIVE DISPUTE RESOLUTION (JAN 2008)

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

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

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

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

(End of Provision)

E.10 VAAR 852.233-71 ALTERNATE PROTEST PROCEDURE (JAN 1998)

As an alternative to filing a protest with the contracting officer, an interested party may file a protest with the Deputy Assistant Secretary for Acquisition and Materiel Management, Acquisition Administration Team, Department of Veterans Affairs, 810 Vermont Avenue, NW., Washington, DC 20420, or for solicitations issued by the Office of Construction and Facilities Management, the Director, Office of Construction and Facilities Management, 810 Vermont Avenue, NW., Washington, DC 20420. The protest will not be considered if the interested party has a protest on the same or similar issues pending with the contracting officer.

(End of Provision)

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

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

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

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

(End of Addendum to 52.212-1)

Award will be made using LPTA. As such, per FAR 15.101-2, award will be made on the basis of the lowest evaluated price of offers meeting or exceeding the technical acceptability standards.

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 N/A.

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

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

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

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

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

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

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

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

(ii) It is, is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(6)(i) of this provision is accurate for each WOSB concern eligible under the WOSB Program participating in the joint venture. [The offeror shall enter the name or names of the

WOSB concern eligible under the WOSB Program and other small businesses that are participating in the joint venture: _____.] Each WOSB concern eligible under the WOSB Program participating in the joint venture shall submit a separate signed copy of the WOSB representation.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(2) Foreign End Products:

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

[List as necessary]

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

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

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

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

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

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

[List as necessary]

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

Other Foreign End Products:

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

[List as necessary]

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

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

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

Canadian End Products:

Line Item No.

[List as necessary]

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

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

Canadian or Israeli End Products:

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

_____	_____
_____	_____
_____	_____

[List as necessary]

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

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

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

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

[List as necessary]

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

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

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

Other End Products:

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

[List as necessary]

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

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

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

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

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

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

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

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

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

TIN: _____.

TIN has been applied for.

TIN is not required because:

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

Offeror is an agency or instrumentality of a foreign government;

Offeror is an agency or instrumentality of the Federal Government.

(4) *Type of organization*.

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

(5) *Common parent.*

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

Name and TIN of common parent:

Name _____.

TIN _____.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Immediate owner CAGE code: ____.

Immediate owner legal name: ____.

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

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

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

Highest-level owner CAGE code: ____.

Highest-level owner legal name: ____.

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

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

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

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

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

(2) The Offeror represents that—

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

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

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

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

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

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

Predecessor legal name: ____.

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

(End of Provision)