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***NOTE: Pages 1,2 ,4 and 10 were purposely removed from this document. No pertinent information is missing.***

## **B.2 ELIGIBILITY-IMPORTANT NOTICE**

All SDVOSB and VOSB shall be registered in the Central Contractor Registration (CCR) (see 48 CFR subpart 4.11) to submit quotation packages and receive contract awards under VA's Veteran-owned Small Business prime contracting and subcontracting opportunities program. Also see below for other eligibility requirements:

### **819.7003 Eligibility.**

(a) Eligibility of SDVOSBs and VOSBs continues to be governed by the Small Business Administration regulations, 13 CFR subparts 125.8 through 125.13, as well as the FAR, except where expressly directed otherwise by the VAAR, and 38 CFR verification regulations for SDVOSBs and VOSBs.

(b) At the time of submission of quotation package, the Contractor must represent to the contracting officer that it is a—

- (1) SDVOSB concern or VOSB concern;
  - (2) Small business concern under the North American Industry Classification System (NAICS) code assigned to the acquisition; and
  - (3) Verified for eligibility in the VIP database. <http://www.VetBiz.gov>
- (c) A joint venture may be considered an SDVOSB or VOSB concern if
- (1) At least one member of the joint venture is an SDVOSB or VOSB concern, and makes the representations in paragraph (b) of this section;
  - (2) Each other concern is small under the size standard corresponding to the NAICS code assigned to the procurement;
  - (3) The joint venture meets the requirements of paragraph 7 of the size standard explanation of affiliates in FAR 19.101; and
  - (4) The joint venture meets the requirements of 13 CFR 125.15(b), modified to include Veteran-owned small businesses where this CFR section refers to SDVOSB concerns.

## **B.3 LIMITATIONS ON SUBCONTRACTING-- MONITORING AND COMPLIANCE (JUN 2011)**

This solicitation includes VAAR 852.219-10 VA Notice of Total Service- Disabled Veteran-Owned Small Business Set-Aside. 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.4 STATEMENT OF OBJECTIVE

### STATEMENT OF OBJECTIVE, SOO

#### Rebuild, Building 1, Heat Exchanger

Department of Veterans Affairs (VA)

Veterans Health Administration (VHA)

Oklahoma City VA Health Care System (OKC VS HCS)

#### OBJECTIVE:

The objective is to contract service to have a certified professional with the expertise and ability to utilize the latest best method to accurately rebuild *Armstrong Flo-Rite Temp Model FRT665PR Parallel exchanges, single wall, 65GPM Heat Exchanger* for Building 1 (that serves the patient areas) at the Oklahoma City VA Health Care System. The Heat Exchanger must heat the water to a minimum of 130°F in order to achieve optimum performance.

#### BACKGROUND:

The Heat Exchanger raises the temperature of the city water to acceptable levels for use as domestic hot water in patient showers and handwashing sinks from 8<sup>th</sup> floor to ground floor in A & B sections of the hospital. The hot water from these Heat Exchangers is also used in the kitchen, dietetics, dental, and outpatient surgery areas as well as the extended care list and (3) floors of radiation/oncology.

The two heat exchangers have become fouled to the extent that two units must be used simultaneously in order to achieve the desired water temperature.

#### 1. GENERAL REQUIREMENTS:

- A. Contractor's personnel assigned to provide this service shall be able to speak, write and comprehend the English language sufficiently.
- B. The Contractor shall provide the *Contracting Officer Representative* (COR) with a general background check of ALL personnel assigned to the Service on the government property.
- C. Contractor's personnel are to conduct themselves in a professional manner-no profanity, hostile behavior is prohibited.
- D. Pornography literature in any form is prohibited.
- E. Report all injuries, accidents or property damage to the Contracting Officer Representative (COR) immediately or as soon as possible, within 24 hours.
- F. Contractor's personnel may be required to wear a temporary VA issued ID Badge.
- G. The Contractor shall provide all labor, materials, and equipment necessary for protection of VA HCS personnel, furnishings, equipment and buildings from damage. The contractor shall replace or repair any damage due to work performed under this service equal to its original construction and finish.
- H. The Contractor's POC must be easily accessible by phone and return calls within 48 hours of a voice message left by the COR or CO.

## 2. SERVICE REQUIREMENTS:

- A. Prior to commencement of, and immediately after each service visit, the Contractor's authorized Personnel, must check in and out with the COR *only*.
- i. VA Contractor Badge shall be obtained by each contractor personnel upon arrival and turned in when leaving. All Badges must be worn at or above the waist and facing forward.
- a. **NOTE:** *The contractor is responsible for reimbursement for cost of replacing any of the badges not turned in. NO EXCEPTIONS.*
- B. Contractor will be responsible for the disposal of the existing, non-working parts.
- C. After installation of parts all required testing will be conducted by the contractor to verify proper operation of the heat exchangers.
- D. All work will be coordinated with the Oklahoma City VA Health Care System's COR.
- E. Submission of Service Report after completion of service.
- F. In the event the COR cannot be reached during **business hours**, the Contractor's personnel should contact the CO by phone call or email if able.

## 3. GENERAL CONSTRAINTS

Oklahoma City VA Medical Center Observe the follow Federal Holidays:

New Year's Day	January 1st *
Martin Luther King's Birthday	Third Monday in January
Presidents Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4th *
Labor Day	First Monday in September
Columbus Day	Second Monday in October
Veterans' Day	November 11th *
Thanksgiving Day	Fourth Thursday in November
Christmas Day	December 25th *

\*Holidays that fall on Saturday are observed on the preceding Friday. Holidays that fall on Sunday are observed on the following Monday.

In addition to the days designated as holidays, the Government observes the following days:

- Any other day designated by Federal Statute
- Any other day designated by Executive Order
- Any other day designated by the President of the United States to be a Federal holiday

#### 4. SERVICE CONSTRAINTS

1. Rebuild (2) *Armstrong Flo-Rite Temp Model FRT665PR Parallel exchanges, single wall, 65GPM* Heat Exchangers and put back in operation within **15 CALENDARS** days or less from the estimate contract award date. [See Section E.1 page 40 of this solicitation document]
2. Use OEM replacement parts.
3. The Heat Exchanger shall have output of water temp of a **minimum of 130°F**.
4. The service will be conducted
  - i. **8:00 AM to 4:30 PM Monday-Friday** (*Excluding Federal Holidays*)
  - ii. All work shall be coordinated through the COR prior to commencing work
5. Contractor shall perform the service under the latest standards as outlined in:
  - i. Local, state and federal Occupational Safety and Health guidelines and legislation, which includes Occupational Safety and Health Administration (OSHA)
  - ii. Local, state and federal Fire and Safety legislation and guidelines, to include legislation on Fire and Safety, as well as the latest published edition of NFPA-99 (Health Care Facilities Code); and
  - iii. 29 CFR 1910.132, Personal Protective Equipment.
6. Contractor and their personnel assigned to this service shall possess the following:
  - i. Certified and Licensed HVAC and or Plumbing Technicians or whichever certify and licensed professional required under the State of Oklahoma to rebuild this type of equipment.
  - ii. Minimum of ten (10) years of experience rebuilding heat exchangers rated at 65 GPM or greater

Contractor is responsible for all charges, fees, applications and procurement of all permits, licenses, registrations and certificates, pursuant to lawful application of the provision of services.

#### 5. PLACE OF PERFORMANCE

Oklahoma City VA Health Care System (OKC VHS)  
921 NE 13<sup>th</sup> St.  
Oklahoma City, OK 73104

#### 6. TYPE OF CONTRACT

Firm Fixed Price Contract

#### 7. GOVERNMENT REQUIREMENT

1. The government will provide escorts to each location needing access; therefore no keys will be issued at any time while service is being performed under the established contract.
2. The COR will be the government point of contact for administrative issues. Ten days or less after award of the contract, the CO will issue a delegation letter outlining the detail duties of the COR as pertains to the contract, along with contact information. For Emergency situations COR will also be contacted.
3. The COR will provide the contractor with at least 48 hour notice of any changes to an established schedule.

## 8. MODIFICATIONS

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

## 9. INVOICING

Invoices submitted shall be itemized as outline in B.5 Price/Cost Schedule. Thus, a single line item will not be accepted, but will be rejected until the invoice is completed correctly.

NOTE: **Awardee of this contract:** *Modifications and invoicing* notice shall be included in the contractor's Performance Work Statement (PWS) [See FAR 52.212-1 Instruction to Offerors of this solicitation for details on PWS]

## SECTION C - CONTRACT CLAUSES

### C.1 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS—COMMERCIAL ITEMS (JAN 2017)

(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 2016) (Pub. L. 109-282) (31 U.S.C. 6101 note).

☐ (5) [Reserved]

☐ (6) 52.204-14, Service Contract Reporting Requirements (OCT 2016) (Pub. L. 111-117, section 743 of Div. C).

☐ (7) 52.204-15, Service Contract Reporting Requirements for Indefinite-Delivery Contracts (OCT 2016) (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 (NOV 2016) (15 U.S.C. 637(d)(2) and (3)).
- ☐ (17)(i) 52.219-9, Small Business Subcontracting Plan (JAN 2017) (15 U.S.C. 637(d)(4)).
- ☐ (ii) Alternate I (NOV 2016) of 52.219-9.
- ☐ (iii) Alternate II (NOV 2016) of 52.219-9.
- ☐ (iv) Alternate III (NOV 2016) of 52.219-9.
- ☐ (v) Alternate IV (NOV 2016) 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 (OCT 2016) (E.O. 13126).
- ☒ (27) 52.222-21, Prohibition of Segregated Facilities (APR 2015).
- ☒ (28) 52.222–26, Equal Opportunity (SEP 2016) (E.O. 11246).
- ☐ (29) 52.222-35, Equal Opportunity for Veterans (OCT 2015) (38 U.S.C. 4212).
- ☒ (30) 52.222-36, Equal Opportunity for Workers with Disabilities (JUL 2014) (29 U.S.C. 793).



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

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

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

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

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

☐ (35) 52.222-59, Compliance with Labor Laws (Executive Order 13673) (OCT 2016). (Applies at \$50 million for solicitations and resultant contracts issued from October 25, 2016 through April 24, 2017; applies at \$500,000 for solicitations and resultant contracts issued after April 24, 2017).

**Note to paragraph (b)(35):** By a court order issued on October 24, 2016, 52.222-59 is enjoined indefinitely as of the date of the order. The enjoined paragraph will become effective immediately if the court terminates the injunction. At that time, DoD, GSA, and NASA will publish a document in the **Federal Register** advising the public of the termination of the injunction.

☐ (36) 52.222-60, Paycheck Transparency (Executive Order 13673) (OCT 2016).

☐ (37)(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.)

☐ (38) 52.223-11, Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (JUN 2016) (E.O. 13693).

☐ (39) 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.)

☐ (40)(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.

☐ (41)(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.

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

☐ (43)(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.

☒ (44) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (AUG 2011)

☐ (45) 52.223-20, Aerosols (JUN 2016) (E.O. 13693).

☐ (46) 52.223-21, Foams (JUN 2016) (E.O. 13693).

☐ (47) (i) 52.224-3, Privacy Training (JAN 2017) (5 U.S.C. 552a).

☐ (ii) Alternate I (JAN 2017) of 52.224-3.

☒ (48) 52.225-1, Buy American—Supplies (MAY 2014) (41 U.S.C. chapter 83).

☐ (49)(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.

☐ (50) 52.225-5, Trade Agreements (OCT 2016) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

☒ (51) 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).

☐ (52) 52.225-26, Contractors Performing Private Security Functions Outside the United States (OCT 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

☐ (53) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).

☐ (54) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).

☐ (55) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

☐ (56) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

☐ (57) 52.232-33, Payment by Electronic Funds Transfer—System for Award Management (Jul 2013) (31 U.S.C. 3332).

☒ (58) 52.232-34, Payment by Electronic Funds Transfer—Other than System for Award Management (Jul 2013) (31 U.S.C. 3332).

☐ (59) 52.232-36, Payment by Third Party (MAY 2014) (31 U.S.C. 3332).

☐ (60) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

☐ (61) 52.242-5, Payments to Small Business Subcontractors (JAN 2017)(15 U.S.C. 637(d)(12)).

☐ (62)(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).

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

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

Employee Class	Monetary Wage-Fringe Benefits
GS-11 Step 2 \$29.81 per hr.	\$8.94per hour

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

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

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

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

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

[X] (9) 52.222-62, Paid Sick Leave Under Executive Order 13706 (JAN 2017) (E.O. 13706).

[] (10) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (MAY 2014) (42 U.S.C. 1792).

[] (11) 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 (NOV 2016) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further 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 (SEP 2016) (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) 52.222-59, Compliance with Labor Laws (Executive Order 13673) (OCT 2016) (Applies at \$50 million for solicitations and resultant contracts issued from October 25, 2016 through April 24, 2017; applies at \$500,000 for solicitations and resultant contracts issued after April 24, 2017).

**Note to paragraph (e)(1)(xvi):** By a court order issued on October 24, 2016, 52.222-59 is enjoined indefinitely as of the date of the order. The enjoined paragraph will become effective immediately if the court terminates the injunction. At that time, DoD, GSA, and NASA will publish a document in the **Federal Register** advising the public of the termination of the injunction.

(xvii) 52.222-60, Paycheck Transparency (Executive Order 13673) (OCT 2016)).

(xviii) 52.222-62 Paid Sick Leave Under Executive Order 13706 (JAN 2017) (E.O. 13706).

(xix)(A) 52.224-3, Privacy Training (JAN 2017) (5 U.S.C. 552a).

(B) Alternate I (JAN 2017) of 52.224-3.

(xx) 52.225-26, Contractors Performing Private Security Functions Outside the United States (OCT 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

(xxi) 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.

(xxii) 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 52.212-4 CONTRACT TERMS AND CONDITIONS—COMMERCIAL ITEMS (MAY 2015)**

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

- (1) Within a reasonable time after the defect was discovered or should have been discovered; and
- (2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

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

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

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

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

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

(g) *Invoice.*

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

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

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

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

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

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

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

(i) Payment.—

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

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

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

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

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

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

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

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

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

(D) Contractor point of contact.

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

(6) *Interest.*

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

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

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

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

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

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

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

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

(A) The date fixed under this contract.

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

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

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

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

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

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

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

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

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

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

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

(m) *Termination for cause.* The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

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

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

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

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

(r) *Compliance with laws unique to Government contracts.* The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. chapter 37, Contract Work Hours and Safety Standards; 41 U.S.C. chapter 87,



Kickbacks; 41 U.S.C. 4712 and 10 U.S.C. 2409 relating to whistleblower protections; 49 U.S.C. 40118, Fly American; and 41 U.S.C. chapter 21 relating to procurement integrity.

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

- (1) The schedule of supplies/services.
- (2) The Assignments, Disputes, Payments, Invoice, Other Compliances, Compliance with Laws Unique to Government Contracts, and Unauthorized Obligations paragraphs of this clause;
- (3) The clause at 52.212-5.
- (4) Addenda to this solicitation or contract, including any license agreements for computer software.
- (5) Solicitation provisions if this is a solicitation.
- (6) Other paragraphs of this clause.
- (7) The Standard Form 1449.
- (8) Other documents, exhibits, and attachments
- (9) The specification.

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

(1) Unless exempted by an addendum to this contract, the Contractor is responsible during performance and through final payment of any contract for the accuracy and completeness of the data within the SAM database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the SAM database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the SAM database to ensure it is current, accurate and complete. Updating information in the SAM does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

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

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

(3) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the SAM record to reflect an assignee for the purpose of assignment of claims (see Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the SAM database. Information provided to the Contractor's SAM record that

indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.

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

*(u) Unauthorized Obligations.*

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

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

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

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

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

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

(End of Clause)

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

Clauses that are incorporated by reference (by Citation Number, Title, and Date), have the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available.

The following clauses are incorporated into 52.212-4 as an addendum to this contract:

(End of Addendum to 52.212-4)

**C.3 52.203-99 PROHIBITION ON CONTRACTING WITH ENTITIES THAT REQUIRE CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS (DEVIATION) (FEB 2015)**

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

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

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

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

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

(End of Clause)

## **C.6 VAAR 852.203-70 COMMERCIAL ADVERTISING (JAN 2008)**

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

(End of Clause)

## **C.7 VAAR 852.219-10 VA NOTICE OF TOTAL SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS SET-ASIDE (JUL 2016)(DEVIATION)**

(a) *Definition.* For the Department of Veterans Affairs, “Service-disabled veteran-owned small business concern or SDVSOB”:

(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 or eligible surviving spouses (see VAAR 802.201 Surviving Spouse definition);

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

(iii) The business meets Federal small business size standards for the applicable North American Industry Classification System (NAICS) code identified in the solicitation document;

(iv) The business has been verified for ownership and control pursuant to 38 CFR 74 and is so listed in the Vendor Information Pages database, (<https://www.vip.vetbiz.gov>); and

(v) The business will comply with subcontracting limitations in 13 CFR 125.6, as applicable

(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).

(b) *General.*

(1) Offers are solicited only from verified service-disabled veteran-owned small business concerns. Offers received from concerns that are not verified service-disabled veteran-owned small business concerns shall not be considered.

(2) Any award resulting from this solicitation shall be made to a verified service-disabled veteran-owned small business concern.

(c) *Agreement.* A service-disabled veteran-owned small business concern agrees that in the performance of the contract, the concern will comply with the limitation on subcontracting requirements in 13 CFR §125.6.

(d) A joint venture may be considered a service-disabled veteran owned small business concern if the joint venture complies with the requirements in 13 CFR 125.15, provided that any reference therein to SDVO SBC is to be construed to apply to a VA verified SDVOSB as appropriate.

(e) Any service-disabled veteran-owned small business concern (non-manufacturer) must meet the requirements in FAR 19.102(f) of the Federal Acquisition Regulation to receive a benefit under this program.

(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 52.233-3 PROTEST AFTER AWARD (AUG 1996)**

(a) Upon receipt of a notice of protest (as defined in FAR 33.101) or a determination that a protest is likely (see FAR 33.102(d)), the Contracting Officer may, by written order to the Contractor, direct the Contractor to stop performance of the work called for by this contract. The order shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Upon receipt of the final decision in the protest, the Contracting Officer shall either—

(1) Cancel the stop-work order; or

(2) Terminate the work covered by the order as provided in the Default, or the Termination for Convenience of the Government, clause of this contract.

(b) If a stop-work order issued under this clause is canceled either before or after a final decision in the protest, the Contractor shall resume work. The Contracting Officer shall make an equitable adjustment in the delivery schedule or contract price, or both, and the contract shall be modified, in writing, accordingly, if—

(1) The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and

(2) The Contractor asserts its right to an adjustment within 30 days after the end of the period of work stoppage; *provided*, that if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon a proposal submitted at any time before final payment under this contract.

(c) If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the Government, the Contracting Officer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.

(d) If a stop-work order is not canceled and the work covered by the order is terminated for default, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.

(e) The Government's rights to terminate this contract at any time are not affected by action taken under this clause.

(f) If, as the result of the Contractor's intentional or negligent misstatement, misrepresentation, or miscertification, a protest related to this contract is sustained, and the Government pays costs, as provided in FAR 33.102(b)(2) or 33.104(h)(1), the Government may require the Contractor to reimburse the Government the amount of such costs. In addition to any other remedy available, and pursuant to the requirements of Subpart 32.6, the Government may collect this

debt by offsetting the amount against any payment due the Contractor under any contract between the Contractor and the Government.

(End of Clause)

## **C.10 VAAR 852.237-70 CONTRACTOR RESPONSIBILITIES (APR 1984)**

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

(End of Clause)

## **C.11 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)**

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

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

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

(End of Clause)

<b><u>FAR Number</u></b>	<b><u>Title</u></b>	<b><u>Date</u></b>
52.242-13	BANKRUPTCY	JUL 1995
52.243-1	CHANGES—FIXED PRICE ALTERNATE I (APR 1984)	AUG 1987
52.246-4	INSPECTION OF SERVICES—FIXED-PRICE	AUG 1996
52.204-18	COMMERCIAL AND GOVERNMENT ENTITY CODE MAINTENANCE	JUL 2016
<b><u>FAR Number</u></b>	<b><u>Title</u></b>	<b><u>Date</u></b>
52.204-14	SERVICE CONTRACT REPORTING REQUIREMENTS	OCT 2016
52.232-40	PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS	DEC 2013
52.232-39	UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS	JUN 2013
52.222-43	FAIR LABOR STANDARDS ACT AND SERVICE CONTRACT LABOR STANDARDS—PRICE ADJUSTMENT (MULTIPLE YEAR AND OPTION CONTRACTS)	MAY 2014
52.222-55	MINIMUM WAGES UNDER EXECUTIVE ORDER 13658	DEC 2015

## **C.12 52.222-60 PAYCHECK TRANSPARENCY (EXECUTIVE ORDER 13673) (OCT 2016)**

(a) *Wage statement.* In each pay period, the Contractor shall provide a wage statement document (e.g. a pay stub) to all individuals performing work under the contract subject to the wage records requirements of any of the following statutes:

(1) The Fair Labor Standards Act.

(2) 40 U.S.C. chapter 31, subchapter IV, Wage Rate Requirements (Construction) (formerly known as the Davis Bacon Act).

(3) 41 U.S.C. chapter 67, Service Contract Labor Standards (formerly known as the Service Contract Act of 1965).

(b) *Content of wage statement.* (1) The wage statement shall be issued every pay period and contain--

(i) The total number of hours worked in the pay period;

(ii) The number of those hours that were overtime hours;

(iii) The rate of pay (e.g., hourly rate, piece rate);

(iv) The gross pay; and

(v) Any additions made to or deductions taken from gross pay. These shall be itemized. The itemization shall identify and list each one separately, as well as the specific amount added or deducted for each.

(2) If the wage statement is not provided weekly and is instead provided bi-weekly or semi-monthly (because the pay period is bi-weekly or semi-monthly), the hours worked and overtime hours contained in the wage statement shall be broken down to correspond to the period (which will almost always be weekly) for which overtime is calculated and paid.

(3) The wage statement provided to an individual exempt from the overtime compensation requirements of the Fair Labor Standards Act (FLSA) need not include a record of hours worked, if the Contractor informs the individual in writing of his or her overtime exempt status. The notice may not indicate or suggest that DOL or the courts agree with the Contractor's determination that the individual is exempt. The notice must be given either before the individual begins work on the contract, or in the first wage statement under the contract. Notice given before the work begins can be a stand-alone document, or can be in an offer letter, employment contract, or position description. If during performance of the contract, the Contractor determines that the individual's status has changed from non-exempt to exempt from overtime, it must provide the notice to the individual before providing a wage statement without hours worked information or in the first wage statement after the change.

(c) *Substantially similar laws.* A Contractor satisfies this wage statement requirement by complying with the wage statement requirement of any State or locality (in which the Contractor has employees) that has been determined by the United States Secretary of Labor to be substantially similar to the wage statement requirement in this clause. The determination of substantially similar wage payment states may be found at [www.dol.gov/fairpayandsafeworkplaces](http://www.dol.gov/fairpayandsafeworkplaces).

(d) *Independent contractor.* (1) If the Contractor is treating an individual performing work under the contract as an independent contractor (e.g., an individual who is in business for him or herself or is self-employed) and not as an employee, the Contractor shall provide a written document to the individual informing the individual of this status. The document may not indicate or suggest that the enforcement agencies or the courts agree with the Contractor's determination that the worker is an independent contractor. The Contractor shall provide the document to the individual either at the time an independent contractor relationship is established with the individual or prior to the time the individual begins to perform work on the contract. The document must be provided for this contract, even if the worker was notified of independent contractor status on other contracts. The document must be separate from any independent contractor agreement between the Contractor and the individual. If the Contractor determines that a worker's status while

performing work on the contract changes from employee to independent contractor, then the Contractor shall provide the worker with notice of independent contractor status before the worker performs any work under the contract as an independent contractor.

(2) The fact that the Contractor does not make social security, Medicare, or income tax withholding deductions from the individual's pay and that an individual receives at year end an IRS Form 1099-Misc is not evidence that the Contractor has correctly classified the individual as an independent contractor under the labor laws.

(e) *Notices*—(1) *Language*. Where a significant portion of the workforce is not fluent in English, the Contractor shall provide the wage statement required in paragraph (a) of this clause, the overtime exempt status notice described in paragraph (b)(3) of this clause, and the independent contractor notification required in paragraph (d) of this clause in English and the language(s) with which the significant portion(s) of the workforce is fluent.

(2) Electronic notice. If the Contractor regularly provides documents to its workers by electronic means, the Contractor may provide to workers electronically the written documents and notices required by this clause. Workers must be able to access the document through a computer, device, system or network provided or made available by the Contractor.

(f) *Subcontracts*. The Contractor shall insert the substance of this clause, including this paragraph (f), in all subcontracts that exceed \$500,000, at all tiers, for other than commercially available off-the-shelf items.

(End of Clause)

<u><b>FAR Number</b></u>	<u><b>Title</b></u>	<u><b>Date</b></u>
52.222-41	SERVICE CONTRACT LABOR STANDARDS	MAY 2014
52.222-42	STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES	MAY 2014



**SECTION H DEPARTMENT OF LABOR-WAGE DETERMINATION**WD 15-2431 (Rev.-3) was first posted on [www.wdol.gov](http://www.wdol.gov) on 01/03/2017

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REGISTER OF WAGE DETERMINATIONS UNDER		U.S. DEPARTMENT OF LABOR
THE SERVICE CONTRACT ACT		EMPLOYMENT STANDARDS ADMINISTRATION
By direction of the Secretary of Labor		WAGE AND HOUR DIVISION
		WASHINGTON D.C. 20210

Daniel W. Simms	Division of		Wage Determination No.: 2015-2431
Director	Wage Determinations		Revision No.: 3
			Date Of Revision: 12/30/2016

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.20 for calendar year 2017 applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any 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 \$10.20 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 2017. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

State: Oklahoma

Area: Oklahoma Counties of Canadian, Cleveland, Grady, Lincoln, Logan, McClain, Oklahoma

**Fringe Benefits Required Follow the Occupational Listing**		
OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		13.04
01012 - Accounting Clerk II		14.63
01013 - Accounting Clerk III		18.28
01020 - Administrative Assistant		22.58
01035 - Court Reporter		18.46
01051 - Data Entry Operator I		11.69
01052 - Data Entry Operator II		12.76
01060 - Dispatcher, Motor Vehicle		17.05
01070 - Document Preparation Clerk		13.46
01090 - Duplicating Machine Operator		13.46
01111 - General Clerk I		13.10
01112 - General Clerk II		14.30
01113 - General Clerk III		18.00
01120 - Housing Referral Assistant		18.77
01141 - Messenger Courier		10.67
01191 - Order Clerk I		12.71
01192 - Order Clerk II		14.08
01261 - Personnel Assistant (Employment) I		14.35
01262 - Personnel Assistant (Employment) II		16.05
01263 - Personnel Assistant (Employment) III		17.90
01270 - Production Control Clerk		20.96
01290 - Rental Clerk		14.04
01300 - Scheduler, Maintenance		14.04
01311 - Secretary I		14.04

01312 - Secretary II	16.20
01313 - Secretary III	18.77
01320 - Service Order Dispatcher	15.05
01410 - Supply Technician	22.58
01420 - Survey Worker	17.05
01460 - Switchboard Operator/Receptionist	12.74
01531 - Travel Clerk I	12.32
01532 - Travel Clerk II	13.14
01533 - Travel Clerk III	13.77
01611 - Word Processor I	12.54
01612 - Word Processor II	14.07
01613 - Word Processor III	15.80
05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer, Fiberglass	18.14
05010 - Automotive Electrician	17.24
05040 - Automotive Glass Installer	16.31
05070 - Automotive Worker	14.84
05110 - Mobile Equipment Servicer	13.22
05130 - Motor Equipment Metal Mechanic	16.49
05160 - Motor Equipment Metal Worker	14.84
05190 - Motor Vehicle Mechanic	16.49
05220 - Motor Vehicle Mechanic Helper	12.63
05250 - Motor Vehicle Upholstery Worker	14.03
05280 - Motor Vehicle Wrecker	14.84
05310 - Painter, Automotive	15.67
05340 - Radiator Repair Specialist	14.84
05370 - Tire Repairer	12.12
05400 - Transmission Repair Specialist	16.49
07000 - Food Preparation And Service Occupations	
07010 - Baker	11.05
07041 - Cook I	8.70
07042 - Cook II	10.01
07070 - Dishwasher	8.18
07130 - Food Service Worker	8.20
07210 - Meat Cutter	13.28
07260 - Waiter/Waitress	8.77
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	14.86
09040 - Furniture Handler	10.57
09080 - Furniture Refinisher	14.86
09090 - Furniture Refinisher Helper	11.83
09110 - Furniture Repairer, Minor	13.35
09130 - Upholsterer	14.86
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	11.06
11060 - Elevator Operator	10.81
11090 - Gardener	12.86
11122 - Housekeeping Aide	10.47
11150 - Janitor	10.19
11210 - Laborer, Grounds Maintenance	10.82
11240 - Maid or Houseman	8.42
11260 - Pruner	10.20
11270 - Tractor Operator	12.10
11330 - Trail Maintenance Worker	10.82
11360 - Window Cleaner	10.42
12000 - Health Occupations	
12010 - Ambulance Driver	13.70
12011 - Breath Alcohol Technician	17.35
12012 - Certified Occupational Therapist Assistant	25.26
12015 - Certified Physical Therapist Assistant	22.10
12020 - Dental Assistant	14.41
12025 - Dental Hygienist	29.89

12030 - EKG Technician	20.95
12035 - Electroneurodiagnostic Technologist	20.95
12040 - Emergency Medical Technician	13.70
12071 - Licensed Practical Nurse I	15.51
12072 - Licensed Practical Nurse II	17.35
12073 - Licensed Practical Nurse III	19.35
12100 - Medical Assistant	12.33
12130 - Medical Laboratory Technician	16.14
12160 - Medical Record Clerk	13.88
12190 - Medical Record Technician	15.53
12195 - Medical Transcriptionist	12.04
12210 - Nuclear Medicine Technologist	34.29
12221 - Nursing Assistant I	9.70
12222 - Nursing Assistant II	10.91
12223 - Nursing Assistant III	11.91
12224 - Nursing Assistant IV	13.36
12235 - Optical Dispenser	14.41
12236 - Optical Technician	11.84
12250 - Pharmacy Technician	16.23
12280 - Phlebotomist	13.36
12305 - Radiologic Technologist	22.09
12311 - Registered Nurse I	27.48
12312 - Registered Nurse II	30.22
12313 - Registered Nurse II, Specialist	30.22
12314 - Registered Nurse III	36.56
12315 - Registered Nurse III, Anesthetist	36.56
12316 - Registered Nurse IV	43.82
12317 - Scheduler (Drug and Alcohol Testing)	21.50
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	18.53
13012 - Exhibits Specialist II	20.67
13013 - Exhibits Specialist III	24.88
13041 - Illustrator I	20.86
13042 - Illustrator II	25.12
13043 - Illustrator III	30.74
13047 - Librarian	20.37
13050 - Library Aide/Clerk	10.85
13054 - Library Information Technology Systems Administrator	18.40
13058 - Library Technician	12.31
13061 - Media Specialist I	13.27
13062 - Media Specialist II	14.85
13063 - Media Specialist III	16.56
13071 - Photographer I	13.27
13072 - Photographer II	15.16
13073 - Photographer III	18.78
13074 - Photographer IV	22.98
13075 - Photographer V	27.80
13110 - Video Teleconference Technician	14.89
14000 - Information Technology Occupations	
14041 - Computer Operator I	14.91
14042 - Computer Operator II	16.74
14043 - Computer Operator III	18.70
14044 - Computer Operator IV	20.75
14045 - Computer Operator V	22.97
14071 - Computer Programmer I	(see 1) 24.07
14072 - Computer Programmer II	(see 1)
14073 - Computer Programmer III	(see 1)
14074 - Computer Programmer IV	(see 1)
14101 - Computer Systems Analyst I	(see 1)
14102 - Computer Systems Analyst II	(see 1)
14103 - Computer Systems Analyst III	(see 1)

14150 - Peripheral Equipment Operator	14.91
14160 - Personal Computer Support Technician	20.75
15000 - Instructional Occupations	
15010 - Aircrew Training Devices Instructor (Non-Rated)	29.92
15020 - Aircrew Training Devices Instructor (Rated)	36.20
15030 - Air Crew Training Devices Instructor (Pilot)	39.82
15050 - Computer Based Training Specialist / Instructor	29.92
15060 - Educational Technologist	22.71
15070 - Flight Instructor (Pilot)	39.82
15080 - Graphic Artist	20.81
15090 - Technical Instructor	17.74
15095 - Technical Instructor/Course Developer	21.70
15110 - Test Proctor	15.76
15120 - Tutor	15.76
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations	
16010 - Assembler	8.47
16030 - Counter Attendant	8.47
16040 - Dry Cleaner	10.79
16070 - Finisher, Flatwork, Machine	8.47
16090 - Presser, Hand	8.47
16110 - Presser, Machine, Drycleaning	8.47
16130 - Presser, Machine, Shirts	8.47
16160 - Presser, Machine, Wearing Apparel, Laundry	8.47
16190 - Sewing Machine Operator	11.56
16220 - Tailor	12.34
16250 - Washer, Machine	9.27
19000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	19.79
19040 - Tool And Die Maker	24.73
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	15.25
21030 - Material Coordinator	22.82
21040 - Material Expediter	22.82
21050 - Material Handling Laborer	11.10
21071 - Order Filler	12.77
21080 - Production Line Worker (Food Processing)	15.25
21110 - Shipping Packer	13.76
21130 - Shipping/Receiving Clerk	13.76
21140 - Store Worker I	13.94
21150 - Stock Clerk	16.90
21210 - Tools And Parts Attendant	15.25
21410 - Warehouse Specialist	15.25
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	24.37
23021 - Aircraft Mechanic I	23.35
23022 - Aircraft Mechanic II	24.37
23023 - Aircraft Mechanic III	25.40
23040 - Aircraft Mechanic Helper	16.96
23050 - Aircraft, Painter	20.19
23060 - Aircraft Servicer	19.19
23080 - Aircraft Worker	20.33
23110 - Appliance Mechanic	16.59
23120 - Bicycle Repairer	12.12
23125 - Cable Splicer	24.43
23130 - Carpenter, Maintenance	18.10
23140 - Carpet Layer	17.15
23160 - Electrician, Maintenance	18.93
23181 - Electronics Technician Maintenance I	21.73
23182 - Electronics Technician Maintenance II	24.54
23183 - Electronics Technician Maintenance III	25.71
23260 - Fabric Worker	17.12
23290 - Fire Alarm System Mechanic	18.63

23310 - Fire Extinguisher Repairer	16.13
23311 - Fuel Distribution System Mechanic	23.73
23312 - Fuel Distribution System Operator	17.99
23370 - General Maintenance Worker	17.04
23380 - Ground Support Equipment Mechanic	22.99
23381 - Ground Support Equipment Servicer	18.78
23382 - Ground Support Equipment Worker	19.89
23391 - Gunsmith I	16.13
23392 - Gunsmith II	17.98
23393 - Gunsmith III	19.84
23410 - Heating, Ventilation And Air-Conditioning Mechanic	18.92
23411 - Heating, Ventilation And Air Contditioning Mechanic (Research Facility)	19.98
23430 - Heavy Equipment Mechanic	18.92
23440 - Heavy Equipment Operator	18.50
23460 - Instrument Mechanic	24.92
23465 - Laboratory/Shelter Mechanic	18.93
23470 - Laborer	11.10
23510 - Locksmith	18.24
23530 - Machinery Maintenance Mechanic	21.77
23550 - Machinist, Maintenance	18.92
23580 - Maintenance Trades Helper	13.97
23591 - Metrology Technician I	24.92
23592 - Metrology Technician II	25.98
23593 - Metrology Technician III	27.08
23640 - Millwright	20.03
23710 - Office Appliance Repairer	19.09
23760 - Painter, Maintenance	17.94
23790 - Pipefitter, Maintenance	19.97
23810 - Plumber, Maintenance	19.20
23820 - Pneudraulic Systems Mechanic	19.84
23850 - Rigger	19.84
23870 - Scale Mechanic	17.98
23890 - Sheet-Metal Worker, Maintenance	22.11
23910 - Small Engine Mechanic	17.04
23931 - Telecommunications Mechanic I	22.77
23932 - Telecommunications Mechanic II	23.76
23950 - Telephone Lineman	22.90
23960 - Welder, Combination, Maintenance	18.92
23965 - Well Driller	19.71
23970 - Woodcraft Worker	19.84
23980 - Woodworker	16.13
24000 - Personal Needs Occupations	
24570 - Child Care Attendant	8.73
24580 - Child Care Center Clerk	13.27
24610 - Chore Aide	8.73
24620 - Family Readiness And Support Services Coordinator	14.27
24630 - Homemaker	15.64
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	22.39
25040 - Sewage Plant Operator	16.59
25070 - Stationary Engineer	22.39
25190 - Ventilation Equipment Tender	15.08
25210 - Water Treatment Plant Operator	16.35
27000 - Protective Service Occupations	
27004 - Alarm Monitor	14.88
27007 - Baggage Inspector	12.57
27008 - Corrections Officer	15.39
27010 - Court Security Officer	20.62
27030 - Detection Dog Handler	15.03

27040 - Detention Officer	15.39
27070 - Firefighter	24.14
27101 - Guard I	12.57
27102 - Guard II	15.03
27131 - Police Officer I	23.19
27132 - Police Officer II	25.77
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	10.57
28042 - Carnival Equipment Repairer	11.39
28043 - Carnival Worker	8.28
28210 - Gate Attendant/Gate Tender	13.14
28310 - Lifeguard	12.47
28350 - Park Attendant (Aide)	15.51
28510 - Recreation Aide/Health Facility Attendant	10.73
28515 - Recreation Specialist	17.93
28630 - Sports Official	11.71
28690 - Swimming Pool Operator	16.74
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	20.94
29020 - Hatch Tender	20.94
29030 - Line Handler	20.94
29041 - Stevedore I	19.94
29042 - Stevedore II	22.08
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	35.77
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	24.66
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	27.16
30021 - Archeological Technician I	17.25
30022 - Archeological Technician II	20.36
30023 - Archeological Technician III	25.22
30030 - Cartographic Technician	25.22
30040 - Civil Engineering Technician	24.03
30061 - Drafter/CAD Operator I	17.25
30062 - Drafter/CAD Operator II	20.36
30063 - Drafter/CAD Operator III	22.71
30064 - Drafter/CAD Operator IV	26.48
30081 - Engineering Technician I	19.05
30082 - Engineering Technician II	21.83
30083 - Engineering Technician III	23.92
30084 - Engineering Technician IV	29.64
30085 - Engineering Technician V	36.26
30086 - Engineering Technician VI	43.86
30090 - Environmental Technician	21.77
30210 - Laboratory Technician	19.34
30240 - Mathematical Technician	25.23
30361 - Paralegal/Legal Assistant I	18.67
30362 - Paralegal/Legal Assistant II	23.12
30363 - Paralegal/Legal Assistant III	28.28
30364 - Paralegal/Legal Assistant IV	34.22
30390 - Photo-Optics Technician	25.22
30461 - Technical Writer I	18.40
30462 - Technical Writer II	22.51
30463 - Technical Writer III	27.24
30491 - Unexploded Ordnance (UXO) Technician I	22.74
30492 - Unexploded Ordnance (UXO) Technician II	27.51
30493 - Unexploded Ordnance (UXO) Technician III	32.97
30494 - Unexploded (UXO) Safety Escort	22.74
30495 - Unexploded (UXO) Sweep Personnel	22.74
30620 - Weather Observer, Combined Upper Air Or Surface Programs	(see 2) 22.71
30621 - Weather Observer, Senior	(see 2) 25.22
31000 - Transportation/Mobile Equipment Operation Occupations	

31020 - Bus Aide	11.62
31030 - Bus Driver	14.66
31043 - Driver Courier	13.20
31260 - Parking and Lot Attendant	9.68
31290 - Shuttle Bus Driver	14.03
31310 - Taxi Driver	10.60
31361 - Truckdriver, Light	14.03
31362 - Truckdriver, Medium	15.85
31363 - Truckdriver, Heavy	19.47
31364 - Truckdriver, Tractor-Trailer	19.47
99000 - Miscellaneous Occupations	
99030 - Cashier	8.66
99050 - Desk Clerk	8.70
99095 - Embalmer	25.43
99251 - Laboratory Animal Caretaker I	10.69
99252 - Laboratory Animal Caretaker II	11.36
99310 - Mortician	25.43
99410 - Pest Controller	13.65
99510 - Photofinishing Worker	12.45
99710 - Recycling Laborer	15.53
99711 - Recycling Specialist	17.42
99730 - Refuse Collector	14.64
99810 - Sales Clerk	11.59
99820 - School Crossing Guard	10.88
99830 - Survey Party Chief	23.62
99831 - Surveying Aide	13.28
99832 - Surveying Technician	20.91
99840 - Vending Machine Attendant	12.16
99841 - Vending Machine Repairer	14.63
99842 - Vending Machine Repairer Helper	11.82

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors, applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is the victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

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 10 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. (See 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 4.174)

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 re-grading 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.

**\*\* SERVICE CONTRACT ACT DIRECTORY OF OCCUPATIONS \*\***

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations", Fifth Edition (Revision 1), dated September 2015, unless otherwise indicated.

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 (See 29 CFR 4.6(b)(2)(i)). Such conforming procedures shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees (See 29 CFR 4.6(b)(2)(ii)). The Wage and Hour Division shall make a final determination of conformed classification, wage rate, and/or fringe benefits which shall be retroactive to the commencement date of the contract (See 29 CFR 4.6(b)(2)(iv)(C)(vi)). When multiple wage determinations are included in a contract, a separate SF-1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order the 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, U.S. Department of Labor, for review (See 29 CFR 4.6(b)(2)(ii)).
- 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 ensure 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 D - CONTRACT DOCUMENTS, EXHIBITS, OR ATTACHMENTS**

**\*Section B.5 Price/Cost Schedule**

**\*QASP-Quality Assurance Surveillance Plan**

## SECTION E - SOLICITATION PROVISIONS

### E.1 52.212-1 INSTRUCTIONS TO OFFERORS—COMMERCIAL ITEMS (OCT 2016)

- a) *North American Industry Classification System (NAICS) code and small business size standard.* The NAICS code and small business size standard for this acquisition appear on the information page of the solicitation.
- b) Document Requirement
  - 1. Submitted with Quotation Package
    - i. The Contractor shall provide a Performance Work Statement [PWS] that outlines the following:
      - a. Describe how their company's proposed methodology will meet the service requirement within the given constraints in order to achieve the objective of this service.
      - b. List of items/parts required to rebuild each Heat Exchanger.
      - c. The PWS **SHALL** also include time line starting with **February 09, 2017** [estimate award date of a contract for this service] **NOT to Exceed 15 Calendar days**, of the following:
        - i. Equipment arrival date at the Oklahoma City VA Medical Center in Oklahoma City, Oklahoma
        - ii. Start date of rebuild and installation
        - iii. Start-Up date of Equipment [put online for operation]
  - 2. Awardee of Contract at time of completion (See the "**QASP**" Attachment)
    - i. The Contractor who wins the award shall provide the Contract Officer Representative (COR) with a service report, prior to leaving this station, which shall describe the following:
      - a. Operation temperature coming in and going out of repaired heat exchangers and any applicable pressures.
      - b. Maintenance and/or repair services performed on the equipment, including all parts used.
      - c. The Contractor is to also list any high mortality parts (such as control valve) in the final report.

The service report is to be signed by the Contractor's technician, to validate that the heat exchangers are functioning as designed. The signed service report is to be delivered to COR, Room BD-100 or the Boiler Plant if after contract work hours. The final report may be submitted electronically or in printed form and must be delivered within one week of completion of the service.

c) *Submission of Quotation Package.*

The contractor Quotation Package shall be submitted in the following order and format as outline below:

Font: Times New Roman 12-single space

- i. Cover page- [make sure you have the Solicitation number included]
  1. Limit (1 page)-*brief* company information
    - a. Company name; address, point of contact, DUN's # etc.,
- ii. Certificate, License [Permit to work in State of Oklahoma] and Years of Experiences documentation
- iii. Performance Work Statement [PWS]
- iv. Price Schedule [Section B.5] -NOTE: to be completed and returned]

The contractor shall submit their complete quotation package via email prior to **February 07, 2017 1:00 PM CST**

d) **Limitation on Subcontracting**

Contractors who may anticipate subcontracting portion of this service please note the following:

- i. If your company plans to subcontract portion of this service and the subcontractor is not a similarly situated entity subcontractor [a SDVOSB]; as the Prime, you shall not exceed fifty percent (50%) of contract dollar value paid to your company by the government, to the Subcontractor for assistance in providing this service. For further details-see Small Business Administration [SBA] final rule Limitation on Subcontracting at [www.federalregister.gov](http://www.federalregister.gov) or click the link.  
[https://www.federalregister.gov/documents/2016/05/31/2016-12494/small-business-government-contracting-and-national-defense-authorization-act-of-2013-amendments?utm\\_campaign=subscription+mailing+list&utm\\_medium=email&utm\\_source=federalregister.gov](https://www.federalregister.gov/documents/2016/05/31/2016-12494/small-business-government-contracting-and-national-defense-authorization-act-of-2013-amendments?utm_campaign=subscription+mailing+list&utm_medium=email&utm_source=federalregister.gov)
- ii. If your company plans to provide 100% of service with no subcontracting, the above information stated in (c) i, is not applicable.

e) **Document Alteration-**

- i. Unless instructed to do so for a given section of this solicitation-NO changes or re-formatting of the pages or section of this solicitation document is prohibited. If any alteration of any kind [to include marking out or changing wording etc.,] that proposal package will be rejected for review. This includes **Section B.5 Price/Cost Schedule**

**(e) Other instructions:**

- a. 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 Contractor shall complete electronically);
- b. Acknowledgment of Solicitation Amendments;
- c. *Period for acceptance of quotation packages.* The Contractor agrees to hold the prices in its quotation package firm for 30 calendar days from the date specified for receipt of quotation packages, unless another time period is specified in an addendum to the solicitation.
- d. Late submissions, modifications, revisions, and withdrawals of quotation packages.
  1. The contractors are responsible for submitting their quotation package, 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 quotation packages or revisions are due.
  2. Any quotation package, modification, revision, or withdrawal of an contractor received at the Government office designated in the solicitation after the exact time specified for receipt of quotation packages is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late quotation package would not unduly delay the acquisition; and—
  3. 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 quotation packages; or
  4. There is acceptable evidence to establish that it was received at the Government installation designated for receipt of quotation packages and was under the Government's control prior to the time set for receipt of quotation packages
  5. Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the quotation package wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.
  6. If an emergency or unanticipated event interrupts normal Government processes so that quotation packages cannot be received at the Government office designated for receipt of quotation packages 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 quotation packages 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.
  7. A contractor may withdraw their quotation by written notice received at any time before the exact time set for receipt of quotation package. If the solicitation authorizes facsimile quotation packages, quotation packages may be withdrawn via facsimile received at any time before the exact time set for receipt of quotation packages, subject to the conditions specified in the solicitation concerning facsimile quotation packages. A contractor may be withdrawn in person by a Contractor or its authorized representative if, before the exact time set for receipt of quotation package, the identity of the person requesting withdrawal is established and the person signs a receipt for the contractor.

(f) *Contract award.* The Government intends to evaluate quotation packages and award a contract without discussions with contractor. Therefore, the contractor initial quotation package should contain the best terms from a price and technical standpoint. The Government may reject any or all quotations package if such action is in the public interest.

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

(h) *Data Universal Numbering System (DUNS) Number*. (Applies to all quotation packages exceeding \$3,500, and quotation packages of \$3,500 or less if the solicitation requires the Contractor to be registered in the System for Award Management (SAM) database. The Contractor shall enter, in the block with its name and address on the cover page of its quotation package, the annotation "DUNS" or "DUNS +4" followed by the DUNS or DUNS +4 number that identifies the Contractor'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 Contractor to establish additional SAM records for identifying alternative Electronic Funds Transfer (EFT) accounts (see FAR Subpart 32.11) for the same concern. If the Contractor does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one. An Contractor 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 Contractor located outside the United States must contact the local Dun and Bradstreet office for a DUNS number. The Contractor should indicate that it is an Contractor for a Government contract when contacting the local Dun and Bradstreet office.

(i) *System for Award Management*. Unless exempted by an addendum to this solicitation, by submission of an quotation package, the contractor 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 Contractor 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 Contractor. Contractors 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 Contractors, the Government shall disclose the following information, if applicable:

- (1) The agency's evaluation of the significant weak or deficient factors in the debriefed Contractor's quotation package.
- (2) The overall evaluated technical rating of the successful and the debriefed Contractor.
- (3) Reasonable responses to relevant questions posed by the debriefed Contractor 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 52.203-98 PROHIBITION ON CONTRACTING WITH ENTITIES THAT REQUIRE CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS—REPRESENTATION (DEVIATION) (FEB 2015)**

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

abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

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

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

(End of Provision)

## **52.209-5 CERTIFICATION REGARDING RESPONSIBILITY MATTERS (OCT 2015)**

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

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

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

(B) Have ☐ have not ☐, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) contract or subcontract; violation of Federal or State antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property (if offeror checks "have," the offeror shall also see 52.209-7, if included in this solicitation);

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

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

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

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

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

(2) *Examples.*

(i) The taxpayer has received a statutory notice of deficiency, under I.R.C. Sec. 6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability.



Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

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

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

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

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

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

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

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

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

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

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

(End of Provision)

<u><b>FAR Number</b></u>	<u><b>Title</b></u>	<u><b>Date</b></u>
52.204-16	COMMERCIAL AND GOVERNMENT ENTITY CODE REPORTING (End of Addendum to 52.212-1)	JUL 2016

## **E.5 52.212-2 EVALUATION—COMMERCIAL ITEMS (OCT 2014)**

(a) The Government will award a contract resulting from this solicitation to the responsible offeror whose offer conforms to the solicitation. An award will be evaluated on **Lowest Price Technically Acceptable** or **LPTA**:

1. What will make up the **Technically Acceptable** factors under this solicitation?
  - Documentation to support the use of OEM parts.
  - Documentation to support, the Contractor and their employees are certify and licensed as a HVAC and/or Plumbing technicians to perform this service in State of Oklahoma.
  - Documentation to support a minimum of (10) years' experience in installation and rebuilding Heat Exchangers rated at 65 GPM or greater.
  - Provide a PWS listing the required information as noted in Section E.1 (b) on Page 40 of this solicitation document.
2. If **ANY** of the above information listed in (a)1 on this page, is **NOT** contained in your quotation package that is submitted, this shall make your quotation package **NOT** Technically Acceptable. Therefore **ALL** the information listed above in (a)1 on this page, shall be included in your quotation package to make it Technically Acceptable.
3. Once it has been determine what quotation packages are ***Technically Acceptable***, the Contractor quotation package that is technically acceptable with the **lowest price** wins the award.

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

(End of Provision)