

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

1. REQUISITION NO. 672-12-2-512-0043 PAGE 1 OF 41

2. CONTRACT NO. 3. AWARD/EFFECTIVE DATE 4. ORDER NO. 5. SOLICITATION NUMBER VA248-12-R-0418 6. SOLICITATION ISSUE DATE 05-25-2012

7. FOR SOLICITATION INFORMATION CALL: a. NAME SIERRA-COLON, JOSE b. TELEPHONE NO. (No Collect Calls) 787-641-7582 x-47049 8. OFFER DUE DATE/LOCAL TIME 06-08-2012 1600/0400PM AST

9. ISSUED BY CODE 00672 10. THIS ACQUISITION IS UNRESTRICTED OR SET ASIDE: 100 % FOR:
 Department of Veterans Affairs
 Network Contracting Office - 8
 Tres Rios Bldg
 27 J Gonzalez Giusti Ave, Suite 600
 Guaynabo PR 00968
 SMALL BUSINESS WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM NAICS: 541990
 HUBZONE SMALL BUSINESS EDWOSB
 SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS 8(A) SIZE STANDARD: \$7.0 Million

11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED SEE SCHEDULE 12. DISCOUNT TERMS 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) 13b. RATING N/A 14. METHOD OF SOLICITATION RFQ IFB RFP

15. DELIVER TO CODE See Delivery Schedule 16. ADMINISTERED BY CODE 00672
 Department of Veterans Affairs
 Network Contracting Office 8
 Tres Rios Bldg
 27 Gonzalez Giusti Ave, Suite 600
 Guaynabo PR 00968

17a. CONTRACTOR/OFFEROR CODE FACILITY CODE 18a. PAYMENT WILL BE MADE BY CODE
 Department of Veterans Affairs
 Financial Services Center
 P.O. Box 149971
 Austin TX 78714-9971

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

19. ITEM NO.	20. See CONTINUATION Page SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	<p>NECESSARY SERVICES TO PROVIDED THE LABOR, EQUIPMENT AND MATERIALS TO MAKE INSPECTIONS OF THE ELEVATORS OF THE PREVENTIVE MAINTENANCE AND REPAIR OF SAN JUAN VAMC ELEVATORS THIS IS A BASE YEAR CONTRACT WITH FOUR (4) OPTION PICK UP. PERIOD OF PERFORMANCE IS FROM OCTOBER 2011 TO SEPTEMBER 2012</p> <p>FOR ALL DETAILS ON THIS SOLICITATION YOU NEED TO REFER TO THE SCOPE OF WORK INCLUDED IN THIS SOLICITATION ON SECTION B.2 PAGE 4. ALSO NEED TO SUBMITT YOUR RESPONSE TO THIS SOLICITATION ON SECTION B.3 PRICE/COST SCHEDULE ON PAGE 14.</p> <p>(Use Reverse and/or Attach Additional Sheets as Necessary)</p>				

25. ACCOUNTING AND APPROPRIATION DATA See CONTINUATION Page 26. TOTAL AWARD AMOUNT (For Govt. Use Only)

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

28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 1 COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED 29. AWARD OF CONTRACT: REF. OFFER DATED YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN IS ACCEPTED AS TO ITEMS:

30a. SIGNATURE OF OFFEROR/CONTRACTOR 31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)
 30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT) 30c. DATE SIGNED 31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) 31c. DATE SIGNED

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SECTION B - CONTINUATION OF SF 1449 BLOCKS

B.1 CONTRACT ADMINISTRATION DATA

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

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

a. CONTRACTOR:

b. GOVERNMENT: Contracting Officer 00248 Jose Sierra, CS/Mary Jane Gugliano, Co.
Department of Veterans Affairs
Network Contracting Office - 8
Tres Rios Bldg
27 J Gonzalez Giusti Ave, Suite 600
Guaynabo PR 00968

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

52.232-34, Payment by Electronic Funds Transfer -
Other than Central Contractor Registration, or

52.232-36, Payment by Third Party

3. INVOICES: Invoices shall be submitted in arrears:

a. Quarterly

b. Semi-Annually

c. Other [MONTHLY]

4. GOVERNMENT INVOICE ADDRESS: All invoices from the contractor shall be mailed to the following address:

Department of Veterans Affairs
Financial Services Center

P.O. Box 149971
Austin TX 78714-9971

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

AMENDMENT NO

DATE

B.2 SCOPE OF WORK

SCOPE OF WORK

1. CONSTRUCTION AND EXTENDED GUARANTEE PERIOD MAINTENANCE & REPAIR SERVICE

A. Furnish inspection and maintenance service on all fourteen (14) passenger elevators, six (6) freight elevators identified in the Schedule.

B. Scope of Work

1. "COR" will be the Contracting Officer Representative. And "CO" will be the Contracting Officer. "GCC" will be the Graphic Control Center. "VAMC" will be the Veterans Affairs Medical Center.
2. The Contractor shall obtain all necessary licenses and/or permits required to perform the work.
3. The Contractor shall furnish all material, labor, supervision, tools, shipping, travel and equipment necessary to provide inspection services, including. All inspections must be in conform to the manufacturer guidelines and/or the following industry standards, as applicable, whichever is more stringent:
 - ASME A17.1 Safety Code for Elevators and Escalators, latest edition
 - ASME A17.2 Inspectors' Manual for Elevators and Escalators, latest edition
 - ASME A17.3 Safety Code for Existing Elevators and Escalators, latest edition
 - ANSI/NPA 70 National Electric Code, latest edition
 - Manufacturer's requirements and specifications on inspection, maintenance, and operation of each elevator model
4. Safety tests and other tests and inspections shall be performed by the Contractor. Contractor shall perform all safety tests and other tests and inspections as recommended and required by ASME A17.1 LATEST EDITION AND ANSI/ASME A17.2 LATEST EDITION.
5. Contractor shall be required to attach tags after testing as specified by Code, such as at the governor-releasing carrier, and oil buffer, etc.
6. Any repairs or adjustments necessary to complete a test and return the elevator to service shall be performed by the Contractor at no additional expense to the Medical Center.
7. After completion of the required tests, submit document with information shown in Attachment B to the COR.
8. All tests or inspections that will remove the elevator from normal operation shall be scheduled in advance with the COR.
9. Two visits per elevator must be done during the year and not on the same day. Contractor must consider that the visits will not be done on the same day. As an example if there are 20 elevators, the Contractor must consider 40 trips to VAMC. The visits must be coordinated with the COR.
10. During the visit the Contractor must evaluate the preventive maintenance of each elevator unit and verify the deficiencies that could be affecting the equipment.

11. During the visit the Contractor must be available to answer any doubts the COR could have regarding the Elevator being inspected or any other one under Contract.
12. Before making the inspection, the Contractor will send the COR the list of test that will be done to the Elevator. This list has to be sent to the COR at least seven (7) calendar days before the work is done.
13. A report must be sent to the COR no later than seven (7) calendar days after the visit. The report, as a minimum, must include:
 - Elevator inspected (day and hour)
 - List of deficiencies found
 - Recommendations for the equipment, with corrective actions or replacements
 - Safety recommendations
 - Present pictures taken during the inspection. Making special emphasize on deficiencies.
14. The following performance levels shall be maintained at all times:
 - Contract speed and brake to brake flight time shall be maintained as originally installed and adjusted.
 - Leveling accuracy shall be maintained at all times.
 - Opening and closing times, door close torques of all cars shall at all times be maintained within the limits of ASME A17.1 Code with a minimum of stand open time consistent with traffic demands at each floor.
 - Door reversal on all elevators equipped with mechanical safety shoes shall always be initiated with the stroke of the shoe. Ensure all electric eyes or door detectors are working at all times.
 - Variable car and hall door open times shall be maintained in accordance with original field adjustments. Deviations from this will not be permitted unless requested and/or approved by this COR.
 - Upon satisfactory completion of this or subsequent readjustments, a computerized elevator analyzer or similar type event recorder shall be utilized to accurately record the hall waiting time at each landing and other data necessary to establish that the system is operating at peak efficiency. Results shall be submitted and be labeled as to floor, time, date and identification of all other data and shall be delivered together with an analysis of the tapes/disks to the COR.
15. The Contractor shall instruct his personnel that when they perform work under this contract, they shall comply with the following procedures:
 - Upon arrival at the station, the Contractor shall check in with the Graphic Control Center (787-641-7582 ext 10264) or his designee so that the VAMC will be aware of the Contractor's presence at the facility at all times.
 - Upon each departure, Contractor will serve notice of disposition of work to the Graphic Control Center (GCC) and the COR or designee. In addition the contractor shall furnish the GCC or COR his designee a copy of a work order, service sheet or other such written notification of services performed. Such reports shall include the following information:
 - i. Name and address of contractor
 - ii. Name of contractor employee(s) performing the work
 - iii. Date(s) work performed and hours spent.
 - iv. Brief description of work performed, including PMI's and identification of equipment worked on.
 - v. Signature of contractor's employee(s) and signature of GCC and COR or designee.
 - vi. If the report is not submitted it will indicate that no inspection or maintenance was performed and payment may be withheld and/or delayed.
16. During each visit verify card reader system

17. All travel costs associated with the performance of this contract are the responsibility of the contractor and are provided at no additional cost to the Government as part of this contract. Travel costs are defined as but are not limited to time and vehicle costs for personnel in travel to and from job site for all duties outlined in this specification, normal shipping charges on any parts or materials covered by this contract, costs associated with the normal shipping of parts or equipment out for repair that are covered under this contract, etc.
18. Contractor must consider that the inspection could be done on weekdays after 4:00 pm or on weekends. The Contractor shall exclude Federal holidays, unless specifically instructed otherwise by the COR.
19. Medical Center shall not be responsible for incidental charges including, but not limited to, parking, tolls, mileage, phone, etc., on straight time or overtime work.
20. Under no circumstances will any shutdown or breakdown last longer than five (5) working days (40 working hours), from initial notification to the Contractor, without prior approval of the COR.
21. All tests, inspections, or maintenance repairs that will remove an elevator from service shall be scheduled in advance with the COR.
22. The Contractor shall comply with the following procedures when an elevator is removed from service for any reason:
 - Notify Facilities Management Service (FMS), Graphic Control Center (GCC), either by phone (787-641-7582 x10264), or in person and the COR before removing elevator from service. If work requires more than one day, daily notification will be made. Notify Facilities Management Service, GCC and COR when placing the elevator back in service. Contractor's employees shall turn in Elevator Report Forms, which will furnish the information to the GCC or COR.
 - The Contractor shall immediately notify the COR in writing of the existence or the development of any defects in, or repairs required to, the elevator, which the Contractor considers are not covered by the contract and shall furnish a written estimate, when requested, of the cost. Final determination of responsibility will be by mutual agreement between the COR and the Contractor.
23. When planned work requires an elevator to be taken out of service, the Contractor is requested, when possible, to use the Federal holidays listed below.
 - New Years Day
 - Washington's Birthday
 - Martin Luther King's Birthday
 - Memorial Day
 - Independence Day
 - Labor Day
 - Columbus Day
 - Veterans Day
 - Thanksgiving Day
 - Christmas Day
24. The yearly car safeties, governor and oil buffer tests and inspections shall be complied with as per A17.1 and this specification, in the presence of the COR and his/her representative.

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25. The safety and buffer tests as required by the American National Standard Safety Code for Elevators and Dumbwaiters, (A17.1 and A17.2) are to be performed by the Contractor.

26. Elevator Schedule

ITEM	ELEVATOR NUMBER	LOCATION	Make	Drive	Type
1	Unit # 1	Main Hospital, Bldg # 1	Elevator Control	Traction	Passengers
2	Unit # 2	Main Hospital, Bldg # 1	Elevator Control	Traction	Passengers
3	Unit # 3	Main Hospital, Bldg # 1	Elevator Control	Traction	Passengers
4	Unit # 4	Main Hospital, Bldg # 1	Elevator Control	Traction	Passengers
5	Unit # 6	Main Hospital, Bldg # 1	Elevator Control	Traction	Freight
6	Unit # 7	Main Hospital, Bldg # 1	Elevator Control	Traction	Freight
7	Unit # 8- left	52 Nursing Home, Bldg #10	Cemco	Hydraulic	Passengers
8	Unit # 9 – right	52 Nursing Home, Bldg #10	Cemco	Hydraulic	Passengers
9	Unit # 15	OPA, Bldg # 19	Cemco	Hydraulic	Freight
10	Unit # 16	OPA, Bldg # 19	Cemco	Hydraulic	Freight
11	Unit #17	OPA, Bldg # 19	Cemco	Hydraulic	Passengers
12	Unit # 18	OPA, Bldg # 19	Cemco	Hydraulic	Passengers
13	Unit # 19	Parking Garage, Bldg #20	'---	Traction	Passengers
14	Unit # 20	Parking Garage, Bldg #20	'---	Traction	Passengers
15	Unit # P-1	South Bed Tower, Bldg #30	Northern Elevator	Traction	Passengers
16	Unit # P-2	South Bed Tower, Bldg #30	Northern Elevator	Traction	Passengers
17	Unit # P-3	South Bed Tower, Bldg #30	Northern Elevator	Traction	Passengers
18	Unit # P-4	South Bed Tower, Bldg #30	Northern Elevator	Traction	Passengers
19	Unit # S-1	South Bed Tower, Bldg #30	Northern Elevator	Traction	Freight
20	Unit #S-2	South Bed Tower, Bldg #30	Northern Elevator	Traction	Freight

The information of the table above or any other table is for information purposes and is the responsibility of the Contractor to verify it.

NOTE: THE WORD “ELEVATOR” IS THIS SOLICITATION SHALL INCLUDE ALL ELEVATORS, DUMBWAITERS, LIFTS, ETC., TO BE SERVICED UNDER THIS CONTRACT.

27. The Contractor shall be responsible for establishing an effective system for accomplishing scheduled, including a backlog listing of work to be accomplished. The scheduling system and backlog listing shall be available for inspection by the COR at any time.

28. Experience Requirements

- Contractors must have at least five (5) years of experience working as elevator inspectors. And must have all the licenses and certifications required by the Federal Government. A resume with a copy of all the licenses must be sent with the proposal. The Contractor could be disqualified if he/she doesn't demonstrate the qualifications. Each offeror shall submit, as part of his offer, references for the previous 5 (five) years experience. The written references shall include, as a minimum, the name, address and telephone numbers of the specific companies and key personnel contacts.
- Supervision: The Contractor shall arrange for satisfactory supervision of the contract work. The Contractor or his on-site supervisors shall be available at all times when the contract work is in progress to receive notices, reports, or request from the Contracting Officer or the COR. Resume has to be submitted to the COR for approval.

29. Uniforms

- The Contractor shall require all employees, including supervisors, to wear distinctive uniform clothing for ready identification, and assure that every employee is in uniform no later than the time specified by the COR, or otherwise no later than 10 working days from the date an employee first enters on duty. The uniform shall have the Contractor's name, easily identifiable, affixed thereon in a permanent manner such as a badge or monograms.

30. Safety

- The Contractor shall adhere to all OSHA, EPA, NFPA Life Safety Codes, and all other regulatory requirements.
- In performance of this contract, the Contractor shall follow VAMC safety policy and standard for safe work practices, and take such safety precautions as the Safety Officer or designee may determine to be reasonably necessary to protect the lives and health of occupants of the building. The Contractor shall comply with VAMC smoking policy, which designates all interior space as non-smoking areas.
- Patient, employee, visitors, and contractor personnel safety shall be maintained at all times. The contractor is responsible for the occupation safety and health of his/her employees. The Contractor shall comply with all applicable OSHA safety and health standards. The Contractor shall replace all safety guards, equipment, devices, etc. removed to service or repair the elevator immediately after completion of work or when leaving the job unattended.
- The Contractor shall submit to the Contracting Officer, prior to the start of the contract, the Material Safety Data Sheets (MSDS) for all potentially hazardous materials (lubricants, cleaners, working fluids, etc.) to be used in the facility in performance of the contract, and will not use, in the facility, such materials which have not been so cleared in advance with the VAMC. MSDS for new chemicals shall be furnished concurrently with arrival of the chemical on site. The Contractor shall maintain a copy of all MSDS at the chemical storage site in a location accessible to VAMC personnel to assure compliance with all laws and requirements regarding the "Right to Know" law.
- The Contractor is responsible to identify, provide and maintain all personal protective equipment required to perform the duties outlined in the contract. In addition, the contractor is responsible for identifying and providing all applicable safety programs (i.e. lockout/tag out, confined space entry, universal precautions, etc.) required performing the work. Training on required safety programs and the proper use of PPE's shall be provided, and documentation maintained by the contractor.

- The Contractor shall obtain a Hot Work Permit from the Safety Office whenever soldering, welding, using a cutting torch, or other open flame, spark, or heat producing equipment. The contractor is required to follow ALL requirements outlined for the issuance of the Hot Work Permit.
- The Contractor shall be notified of any non-compliance with the pervious provisions. The contractor shall, after receipt of such notice, immediately correct the condition and notify the contracting officer in writing that the condition has been corrected. It, in the opinion of the Safety Officer or designee the condition is life threatening he/she shall instruct the contractor to stop work until the condition has been corrected. If the Contractor fails or refuses to comply promptly, the Contracting Officer may issue and order halting of all or any part of the work, and Contractor may be held in default. The Contractor bears all costs of stop work time and correcting safety hazards.
- The contractor shall provide within ten (10) working days after receipt of this contract a detailed listing of the following information:
 - i. Safety program/procedures are required to be followed by the contractor's personnel in the performance of their duties and when such procedures are required.
 - ii. Listing of personal protective equipment(s) required to be utilized by the contractor's personnel in the performance of their duties. Also when equipment will be required.
 - iii. Material Safety Data Sheet (MSDS'S) for any chemical(s) utilized by the contractor in the performance of this contract.
- Contractor is responsible for the supervision of all there employees while on government property. It is the Contractor's responsibility to assure compliance with the scope of work and requirements referenced in this contract. Provisions provided in the scope of work are not intended to relieve the Contractor of this responsibility.

31. Security

- The Contractor shall submit to the Contracting Officer (CO) the following documentation: Current/ Update "Certificate of Good Conduct" from the Police Department and two pictured identification cards in addition to have a favorable SAC adjudication and have an initiated National Agency check with Written Inquiries (NACI).
- NIST FIPS 201, Personal Identity Verification (PIV) of Federal Employees and Contractors. This standard is applicable to identification issued by Federal departments and agencies to Federal employees and contractors (including contractor employees) for gaining physical access to Federally controlled facilities and logical access to Federally controlled information systems except for "national security systems" as defined by 44 U.S.C. 3542(b)(2).
- Risk Level Designation: The position risk/suitability level that has been assigned to the positions under this contract is low risk.
- A required Background Investigation is mandatory for all contractors, contractors' employees who do not have a successfully adjudicated investigation on record or are undergoing a badge reissuance. All contractor employees are subject to the same level of investigation as VA employees who have access to VA Sensitive Information. This requirement is applicable to all subcontractor personnel requiring the same access.

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- The contractor shall bear the expense of obtaining background investigations. If the investigation is conducted by the Office of Personnel Management (OPM) through the VA, the contractor shall reimburse the VA within 30 days.
- All VA contractors, contractors' employees, and affiliates requiring long-term or short-term access to VA facilities or information systems in order to perform a VA authorized activity must be issued a PIV, non-PIV, and or a Flash badge.
- Contractor must return the badge when access to VA facilities or information systems is no longer required or a change in affiliation occurs. Also, the contractor must notify her/his assigned sponsor and the badging office when the PIV or Non-PIV card is lost.
- Contractor shall submit, for all contract employees, including any subcontract employees the following :
 - Within five (5) business day of receiving the Notice of Award, a Complete Background Investigation Request to the VHA Service Center (VSC) Personnel Security Office via password protected or encrypted e-mail to VSCSecurity@va.gov or fax to (216) 447-8020 Note: Due to the personal information contained in the Background Investigation Request Worksheet, the information must be sent in a secure manner. Please do not e-mail a document containing social security number.
 - Complete Special Agreement Check (Fingerprinting) and submit VHA Special Agreement Check (SAC) Memorandum.
 - Once an automated initial e-mail from VA SIC is received, with a website link that provides further instructions; if a contract employee has a previously completed Background Investigation (BI) he/she may be eligible for reciprocity.
 - Upon receipt of the automated initial e-mail, if contract employees haven't previously completed a BI; each contract employee must complete and submit BI documents within five business days.
 - If contract employees have previously completed a BI and are eligible for reciprocation, reciprocity will be verified by the VA SIC. If it can be reciprocated an e-mail notification will be sent to the contractor POC.
 - Upon receipt of BI documents, the VA SIC reviews them for accuracy. If the package is correct and complete, the package is forwarded to OPM and the Contractor POC receives an automated e-mail indicating that the BI has been initiated.
 - If the VA SIC notifies the Contractor that a BI has been initiated: Then, while the BI process is being completed, the VSC Personnel Security Office reviews the results of the Special Agreement Check (fingerprints) and makes and adjudication recommendation to the Contracting Officer, who will inform the contractor POC of the outcome.
 - If the contract employees receive a favorable adjudication: Then, each contract employee shall complete and submit the VHA Service Center Contractor PIV Sponsorship Form and make an appointment to obtain a PIV card. This shall be completed within five business days of reciprocation or receiving notice of initiated BI and favorable SAC Adjudication.
 - The Contract employee shall complete required security training as designated in the solicitation, sign the Contractor Rules of Behavior and submit completed training certificates and signed Rules of Behavior to the Contracting Officer and the COR.

32. Injury or Accident

- Contractor shall submit a written report to the VAMC within five work (5) days of any incident of a major malfunction, accident or injury involving an elevator. The report shall state the cause, what and when repairs and tests were or are to be made to correct the cause of the incident.

33. Quality Control Program

- The Contractor shall establish a complete quality control program to assure the requirements of the contract are provided as specified, Within five (5) work days prior to the starting date of the contract, the Contractor shall submit a copy of his program to the COR, for approval. The program shall include, but not be limited to, the following:
 - i. An inspection system covering all the services described in the contract. A checklist used in inspecting contract performance during regularly scheduled or unscheduled inspections. The name(s) of the individual(s) who will perform the inspection.
 - ii. The checklist shall include every area of the Contractor's operation as well as every task required to be performed.
 - iii. A system for identifying and correcting deficiencies in the quality of services before the level of performance becomes unacceptable and/or the Medical Center inspectors point out the deficiencies.
 - iv. A file of all inspections conducted by the Contractor and the corrective action taken. This documentation shall be made available to the Medical Center upon request, at any time during the term of the contract.

34. Emergency Telephone Numbers

- The Contractor shall provide the COR with pertinent emergency telephone numbers, in order to summon assistance in case an emergency develops. At least one of the emergency telephone numbers shall be manned twenty-four (24) hours per day. This information shall be provided in writing to the COR, prior to the contract start date.

35. Information Relating to Conduct of Contractor's Employees.

- The Contractor shall prohibit his employees from disturbing papers on desks, opening desk drawers or cabinets, or using telephones or office equipment provided for official Medical Center use.
- Contractor shall require his employees to comply with the instructions pertaining to conduct and other regulations called to the Contractor's attention by the CO/COR, Federal Protective Officers, Inspectors, etc.

36. The Contractor shall ensure that the elevator pits(s) and elevator machine room(s) are kept clean and free from dirt and debris. Contractor shall clean and vacuum all HOISTWAY(s), pit(s) and machine rooms once a month to remove dust and debris accumulation.

37. The Contractor shall require his employees to comply with all VA rules and regulations pertaining to the conduct of his employees while on station. Particular attention is drawn to the fact that the VAMC San Juan is a **NO SMOKING** Facility. Smoking is not permitted in any building (including Penthouses and elevator pits).
38. Contractor shall have use of station telephones to make business calls related to Medical Center's equipment. Misuse of this privilege will necessitate the need to require the contractor to use public telephones.

END

Section 14225 B

SUPPLIES OR SERVICES AND PRICES/COSTS

The Contractor shall furnish all parts, materials, labor and transportation necessary and incident to providing full \Elevator Mechanical Inspection Services of elevators/vertical transport equipment specified in Schedule of Elevators in accordance with Terms, Conditions and Specifications of the contract. The contract shall be for one (1) year from date of award with four (4) one year options renewals.

Provide hourly labor rates for general Scheduled Preventative Inspection Services.

FULL PREVENTIVE MECHANICAL INSPECTION SERVICE FOR ELEVATORS OF THE DEPARTMENT OF VETERANS AFFAIRS MEDICAL CENTER, SAN JUAN, PR.

- | | | |
|--|------------------|-----------------------------|
| 1. <u>FIRST YEAR</u> | (JULY 01, 2012 | SEPTEMBER 30, 2012) |
| 03 Months | \$ _____ | Per Month \$ _____ Per Year |
| | | |
| 2. <u>SECOND YEAR</u>
<u>1ST OPTION YEAR</u> | (OCTOBER 1, 2012 | SEPTEMBER 30, 2013) |
| 12 Months | \$ _____ | Per Month \$ _____ Per Year |
| | | |
| 3. <u>THIRD YEAR</u>
<u>2ND OPTION YEAR</u> | (OCTOBER 1, 2013 | SEPTEMBER 30, 2014) |
| 12 Months | \$ _____ | Per Month \$ _____ Per Year |
| | | |
| 4. <u>FOURTH YEAR</u>
<u>3RD OPTION YEAR</u> | (OCTOBER 1, 2014 | SEPTEMBER 30, 2015) |
| 12 Months | \$ _____ | Per Month \$ _____ Per Year |
| | | |
| 5. <u>FIFTH YEAR</u>
<u>4TH OPTION YEAR</u> | (OCTOBER 1, 2015 | SEPTEMBER 30, 2016) |
| 12 Months | \$ _____ | Per Month \$ _____ Per Year |

COST WILL BE DETERMINED BY THE TOTAL OF ITEMS 1 THRU 5.

PARTS AND MATERIALS NOT COVERED UNDER THIS CONTRACT SHALL BE PROVIDED AT THE CONTRACTOR’S ACTUAL INVOICED COST.

*NOTE: Option Years are not purchased by this contract. Contractors are advised to provide their best hourly rates and parts discount percentage when submitting their offer for these services.

BIDDERS MUST COMPLETE AND RETURN ALL INFORMATION DESIGNATED IN 52.212-1, INSTRUCTIONS TO OFFERORS – COMMERCIAL ITEMS, PARAGRAPH “b” AND 52.213-3, OFFEROR REPRESENTATIONS AND CERTIFICATIONS – COMMERCIAL ITEMS, PRIOR TO THE TIME SPECIFIED IN BLOCK 8 OF SF 1449 IN ORDER TO BE CONSIDERED FOR AWARD.

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

Amendment No.	Date	Amendment No.	Date

DUNS NUMBER: Please provide the Dunn and Bradstreet Number assigned to your firm in the space provided below:

DUNS #: _____

NOTICE OF WAGE DETERMINATION: In accordance with the Service Contract Act of 1965 (As Amended), U.S. Department of Labor Wage & Hour Division, Wage Determination No. A2539397 has been requested and is hereby incorporated as part of this contract. Upon receipt from DOL, the wage determination shall become part of the solicitation/contract. A new Wage Determination will be issued with each option year renewal. (Applicable only if Contracting Officer has checked appropriate clauses in contract clause 52.212-5(c).

Sealed offers for furnishing the supplies or services in the Schedule will be received at the address specified in Block 9, or if hand carried, to Eng. Wilfredo Quinones, Assistant Chief of FMS, San Juan VA Medical Center, 10 Casia St. San Juan, PR 00921-3201; until the date and time specified in Block 8. CAUTION – LATE submissions, modifications and withdrawals: See Provision 52.212-1. All offers are subject to all terms and conditions of this solicitation.

PRE-PROPOSAL CONFERENCE

MANDATORY PRE-PROPOSAL CONFERENCE: A mandatory pre-proposal conference will be held on (to be determined date, time and location). The purpose of this conference is to allow potential offerors an opportunity to present questions and obtain clarification relative to any facet of this solicitation.

Due to the importance of all offerors having a clear understanding of the specifications/scope of work and requirements for this solicitation, attendance at this conference will be a prerequisite for submitting a proposal. Proposals will only be accepted from those offerors who are represented at this conference.

Attendance at the conference will be evidenced by the representative’s signature on the signature roster.

Bring a copy of the solicitation with you. Any changes resulting from this conference will be issued in a written addendum to the solicitation.

B.3 PRICE/COST SCHEDULE

VA248-12-R-0418

ITEM NO.	DESCRIPTION OF SUPPLIES/SVCS	QTY	UNIT	UNIT PRICE	AMOUNT
1	BASE YEAR: FEBRUARY 01, 2012 THROUGH JANUARY 31, 2013. NECESSARY SERVICES TO PROVIDED THE LABOR, EQUIPMENT AND MATERIALS TO MAKE INSPECTIONS OF THE ELEVETORS OF THE PREVENTIVE MAINTENANCE AND REPAIR OF SAN JUAN VAMC ELEVETORS.	40.00	EA		
1	FIRST OPTION: FEBRUARY 01, 2013 THROUGH JANUARY 31, 2014. NECESSARY SERVICES TO PROVIDED THE LABOR, EQUIPMENT AND MATERIALS TO MAKE INSPECTIONS OF THE ELEVETORS OF THE PREVENTIVE MAINTENANCE AND REPAIR OF SAN JUAN VAMC ELEVETORS.	40.00	EA		
1	SECOND OPTION: FEBRUARY 01, 2014 THROUGH JANUARY 31, 2015. NECESSARY SERVICES TO PROVIDED THE LABOR, EQUIPMENT AND MATERIALS TO MAKE INSPECTIONS OF THE ELEVETORS OF THE PREVENTIVE MAINTENANCE AND REPAIR OF SAN JUAN VAMC ELEVETORS.	40.00	EA		
1	THIRD OPTION: FEBRUARY 01, 2015 THROUGH JANUARY 31, 2016. NECESSARY SERVICES TO PROVIDED THE LABOR, EQUIPMENT AND MATERIALS TO MAKE INSPECTIONS OF THE ELEVETORS OF THE PREVENTIVE MAINTENANCE AND REPAIR OF SAN JUAN VAMC ELEVETORS.	40.00	EA		
1	FOURTH OPTION: FEBRUARY 01, 2016 THROUGH JANUARY 31, 2017. NECESSARY SERVICES TO PROVIDED THE LABOR, EQUIPMENT AND MATERIALS TO MAKE INSPECTIONS OF THE ELEVETORS OF THE PREVENTIVE MAINTENANCE AND REPAIR OF SAN JUAN VAMC ELEVETORS.	40.00	EA		
1	NECESSARY SERVICES TO PROVIDED THE	42.00	EA		

LABOR, EQUIPMENT AND MATERIALS TO MAKE
 INSPECTIONS OF THE ELEVATORS OF THE
 PREVENTIVE MAINTENANCE AND REPAIR OF
 SAN JUAN VAMC ELEVATORS. THIS IS A BASE
 YEAR CONTRACT WITH FOUR (4) OPTION PICK
 UP. PERIOD OF PERFORMANCE IS FROM
 OCTOBER 2011 TO SEPTEMBER 2012.

GRAND TOTAL --- _____
 =====

B.4 DELIVERY SCHEDULE

ITEM NUMBER	QUANTITY	DATE OF DELIVERY
1	40.00	
	SHIP TO : 10 CASIA ST SAN JUAN PR 00921 USA	
	MARK FOR: ENG. REY MARTINEZ-DIAZ	
1	40.00	
	SHIP TO : 10 CASIA ST SAN JUAN PR 00921 USA	
	MARK FOR: ENG. REY MARTINEZ-DIAZ	
1	40.00	
	SHIP TO : 10 CASIA ST SAN JUAN PR 00921 USA	
	MARK FOR: ENG. REY MARTINEZ-DIAZ	
1	40.00	
	SHIP TO : 10 CASIA ST SAN JUAN PR 00921 USA	
	MARK FOR: ENG. REY MARTINEZ-DIAZ	
1	40.00	
	SHIP TO : 10 CASIA ST SAN JUAN	

VA248-12-R-0418

PR
00921
USA

MARK FOR: ENG. REY MARTINEZ-DIAZ

1

42.00

SECTION C - CONTRACT CLAUSES

C.1 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (APR 2012)

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

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

(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) (Pub. L. 108-77, 108-78)

(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. 253g and 10 U.S.C. 2402).

(2) 52.203-13, Contractor Code of Business Ethics and Conduct (APR 2010)(Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).

(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 (FEB 2012) (Pub. L. 109-282) (31 U.S.C. 6101 note).

(5) 52.204-11, American Recovery and Reinvestment Act-Reporting Requirements (JUL 2010) (Pub. L. 111-5).

(6) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (Dec 2010) (31 U.S.C. 6101 note).

(7) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (JAN 2012) (41 U.S.C. 2313).

(8) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (section 740 of Division C of Public Law 111-117, section 743 of Division D of Public Law 111-8, and section 745 of Division D of Public Law 110-161)

- (9) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (NOV 2011) (15 U.S.C. 657a).
- (10) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (JAN 2011) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).
- (11) [Reserved]
- (12)(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).
- (13)(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.
- (14) 52.219-8, Utilization of Small Business Concerns (JAN 2011) (15 U.S.C. 637(d)(2) and (3)).
- (15)(i) 52.219-9, Small Business Subcontracting Plan (JAN 2011) (15 U.S.C. 637(d)(4)).
- (ii) Alternate I (Oct 2001) of 52.219-9.
- (iii) Alternate II (Oct 2001) of 52.219-9.
- (iv) Alternate III (JUL 2010) of 52.219-9.
- (16) 52.219-13, Notice of Set-Aside of Orders (NOV 2011) (15 U.S.C. 644(r)).
- (17) 52.219-14, Limitations on Subcontracting (NOV 2011) (15 U.S.C. 637(a)(14)).
- (18) 52.219-16, Liquidated Damages--Subcontracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).
- (19)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (OCT 2008) (10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer.)
- (ii) Alternate I (June 2003) of 52.219-23.
- (20) 52.219-25, Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting (DEC 2010) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- (21) 52.219-26, Small Disadvantaged Business Participation Program--Incentive Subcontracting (Oct 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

- (22) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (NOV 2011) (15 U.S.C. 657f).
- (23) 52.219-28, Post Award Small Business Program Rerepresentation (APR 2009) (15 U.S.C. 632(a)(2)).
- (24) 52.219-29, Notice of Set-Aside for Economically Disadvantaged Women-Owned Small Business (EDWOSB) Concerns (APR 2012) (15 U.S.C. 637(m)).
- (25) 52.219-30, Notice of Set-Aside for Women-Owned Small Business (WOSB) Concerns Eligible Under the WOSB Program (APR 2012) (15 U.S.C. 637(m)).
- (26) 52.222-3, Convict Labor (June 2003) (E.O. 11755).
- (27) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (MAR 2012) (E.O. 13126).
- (28) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).
- (29) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).
- (30) 52.222-35, Equal Opportunity for Veterans (SEP 2010) (38 U.S.C. 4212).
- (31) 52.222-36, Affirmative Action for Workers with Disabilities (Oct 2010) (29 U.S.C. 793).
- (32) 52.222-37, Employment Reports on Veterans (SEP 2010) (38 U.S.C. 4212).
- (33) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496).
- (34) 52.222-54, Employment Eligibility Verification (Jan 2009). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)
- (35)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Items (May 2008) (42 U.S.C.6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- (ii) Alternate I (MAY 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- (36) 52.223-15, Energy Efficiency in Energy-Consuming Products (DEC 2007)(42 U.S.C. 8259b).
- (37)(i) 52.223-16, IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products (DEC 2007) (E.O. 13423).
- (ii) Alternate I (DEC 2007) of 52.223-16.
- (38) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (AUG 2011)

(39) 52.225-1, Buy American Act--Supplies (FEB 2009) (41 U.S.C. 10a-10d).

(40)(i) 52.225-3, Buy American Act--Free Trade Agreements-- Israeli Trade Act (MAR 2012) (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, Pub. L. 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, and Pub. L. 112-41).

(ii) Alternate I (MAR 2012) of 52.225-3.

(iii) Alternate II (MAR 2012) of 52.225-3.

(iv) Alternate III (MAR 2012) of 52.225-3.

(41) 52.225-5, Trade Agreements (MAR 2012) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

(42) 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).

(43) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).

(44) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).

(45) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

(46) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

(47) 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration (Oct 2003) (31 U.S.C. 3332).

(48) 52.232-34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration (May 1999) (31 U.S.C. 3332).

(49) 52.232-36, Payment by Third Party (FEB 2010) (31 U.S.C. 3332).

(50) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

(51)(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) 52.222-41, Service Contract Act of 1965 (Nov 2007) (41 U.S.C. 351, et seq.).

(2) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

Employee Class

Monetary Wage-Fringe Benefits

Elevator Inspector

(3) 52.222-43, Fair Labor Standards Act and Service Contract Act--Price Adjustment (Multiple Year and Option Contracts) (Sep 2009) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

(4) 52.222-44, Fair Labor Standards Act and Service Contract Act--Price Adjustment (Sep 2009) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

(5) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (Nov 2007) (41 U.S.C. 351, et seq.).

(6) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services--Requirements (FEB 2009) (41 U.S.C. 351, et seq.).

(7) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (MAR 2009)(Pub. L. 110-247)

(8) 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 (APR 2010) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).

(ii) 52.219-8, Utilization of Small Business Concerns (DEC 2010) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$650,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(iii) [Reserved]

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

(v) 52.222-35, Equal Opportunity for Veterans (SEP 2010) (38 U.S.C. 4212).

(vi) 52.222-36, Affirmative Action for Workers with Disabilities (Oct 2010) (29 U.S.C. 793).

(vii) 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.

(viii) 52.222-41, Service Contract Act of 1965 (Nov 2007) (41 U.S.C. 351, et seq.).

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

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

(x) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements "(Nov 2007)" (41 U.S.C. 351, et seq.).

(xi) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services-Requirements (FEB 2009)(41 U.S.C. 351, et seq.).

(xii) 52.222-54, Employee Eligibility Verification (JAN 2009)

(xiii) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (MAR 2009)(Pub. L. 110-247). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

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

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

(End of Clause)

SECTION D - CONTRACT DOCUMENTS, EXHIBITS, OR ATTACHMENTS

D.1 Wage Determination

WD 98-0684 (Rev.-15) was first posted on www.wdol.gov on 06/17/2011

Elevator Services

*****4-*****4-*****

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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

Diane C. Koplewski
Director

Division of Wage I
Determinations

Wage Determination No: 1998-0684
Revision No: 15
Date Of Revision: 06/13/2011

State: Puerto Rico

Area: Puerto Rico Statewide

Fringe Benefits Required Follow the Occupational Listing

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
23210 - Elevator Repairer		12.45
23220 - Elevator Repairer Helper		9.61

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$3.59 per hour or \$143.60 per week or \$622.27 per month

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

HOLIDAYS: A minimum of eleven paid holidays per year: New Year's Day, Martin Luther King Jr's Birthday, Washington's Birthday, Good Friday, 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)

** 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.

**** NOTES APPLYING TO THIS WAGE DETERMINATION**

Under the policy and guidance contained in All Agency Memorandum No. 159, the Wage and Hour Division does not recognize, for section 4(c) purposes, prospective wage rates and fringe benefit provisions that are effective only upon such contingencies as "approval of Wage and Hour, issuance of a wage determination, incorporation of the wage determination in the contract, adjusting the contract price, etc." (The relevant CBA section) in the collective bargaining agreement between (the parties) contains contingency language that Wage and Hour does not recognize as reflecting "arm's length negotiation" under section 4(c) of the Act and 29 C.F.R. 5.11(a) of the regulations. This wage determination therefore reflects the actual CBA wage rates and fringe benefits paid under the predecessor contract.

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

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

Conformance Process:

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

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of

the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted

class(es) of employees performs any contract work.

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

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

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

6) The contractor informs the affected employees.

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

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

SECTION E - SOLICITATION PROVISIONS

E.1 52.212-2 EVALUATION--COMMERCIAL ITEMS (JAN 1999)

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

Technical and past performance, when combined, are .

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

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

(End of Provision)

**E.2 52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS--
COMMERCIAL ITEMS (APR 2012)**

An offeror shall complete only paragraph (b) of this provision if the offeror has completed the annual representations and certifications electronically via <https://www.acquisition.gov>. If an offeror has not completed the annual representations and certifications electronically at the ORCA website, the offeror shall complete only paragraphs (c) through (o) of this provision.

(a) Definitions. As used in this provision--

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

"Forced or indentured child labor" means all work or service--

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

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

"Inverted domestic corporation", as used in this section, means a foreign incorporated entity which is treated as an inverted domestic corporation under 6 U.S.C. 395(b), i.e., a corporation that used to be incorporated in the United States, or used to be a partnership in the United States, but now is incorporated in a foreign country, or is a subsidiary whose parent corporation is incorporated in a foreign country, that meets the criteria specified in 6 U.S.C. 395(b), applied in accordance with the rules and definitions of 6 U.S.C. 395(c). An inverted domestic corporation as herein defined does not meet the definition of an inverted domestic corporation as defined by the Internal Revenue Code at 26 U.S.C. 7874.

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

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

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

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

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

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

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

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

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

(6) Have been voluntarily suspended.

"Sensitive technology"--

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

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

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

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

"Service-disabled veteran-owned small business concern"--

(1) Means a small business concern--

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

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

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

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

"Subsidiary" means an entity in which more than 50 percent of the entity is owned--

(1) Directly by a parent corporation; or

(2) Through another subsidiary of a parent corporation.

"Veteran-owned small business concern" means a small business concern--

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

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

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

"Women-owned small business concern" means a small business concern--

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(8) Women-owned business concern (other than small business concern). [Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in

paragraph (c)(1) of this provision.] The offeror represents that it [] is a women-owned business concern.

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

(10) [Complete only if the solicitation contains the clause at FAR 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns, or FAR 52.219-25, Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting, and the offeror desires a benefit based on its disadvantaged status.]

(i) General. The offeror represents that either--

(A) It [] is, [] is not certified by the Small Business Administration as a small disadvantaged business concern and identified, on the date of this representation, as a certified small disadvantaged business concern in the CCR Dynamic Small Business Search database maintained by the Small Business Administration, and that no material change in disadvantaged ownership and control has occurred since its certification, and, where the concern is owned by one or more individuals claiming disadvantaged status, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); or

(B) It [] has, [] has not submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(ii) [] Joint Ventures under the Price Evaluation Adjustment for Small Disadvantaged Business Concerns. The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements in 13 CFR 124.1002(f) and that the representation in paragraph (c)(10)(i) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. [The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture: _____.]

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

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

(ii) It [] is, [] is not a joint venture that complies with the requirements of 13 CFR Part 126, and the representation in paragraph (c)(11)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. [The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: _____.] Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

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

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

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

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

(2) Affirmative Action Compliance. The offeror represents that--

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

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

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

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

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

(2) Foreign End Products:

Line Item No	Country of Origin
_____	_____
_____	_____

[List as necessary]

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

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

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

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

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

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

[List as necessary]

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

Other Foreign End Products:

Line Item No.	Country of Origin
_____	_____

[List as necessary]

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

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

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

Canadian End Products:

Line Item No.

[List as necessary]

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

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

Canadian or Israeli End Products:

Line Item No. Country of Origin

[List as necessary]

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

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

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

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

[List as necessary]

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

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

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

Other End Products:

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

[List as necessary]

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

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

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

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

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

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

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

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

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

(ii) Examples.

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

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

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

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

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

(1) Listed end products.

Listed End Product

Listed Countries of Origin

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

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

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

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

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

(2) Outside the United States.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(3) Taxpayer Identification Number (TIN).

TIN: _____.

TIN has been applied for.

TIN is not required because:

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

Offeror is an agency or instrumentality of a foreign government;

Offeror is an agency or instrumentality of the Federal Government.

(4) Type of organization.

Sole proprietorship;

Partnership;

Corporate entity (not tax-exempt);

Corporate entity (tax-exempt);

Government entity (Federal, State, or local);

Foreign government;

International organization per 26 CFR 1.6049-4;

Other _____.

(5) Common parent.

Offeror is not owned or controlled by a common parent;

Name and TIN of common parent:

Name _____.

TIN _____.

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

(n) Prohibition on Contracting with Inverted Domestic Corporations--(1) Relation to Internal Revenue Code. An inverted domestic corporation as herein defined does not meet the definition of an inverted domestic corporation as defined by the Internal Revenue Code 25 U.S.C. 7874.

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

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

(o) Sanctioned activities relating to Iran.

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

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

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

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

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

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

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

(End of Provision)