PAGE 1 OF

1. REQUISITION NO.

2. CONTRACT NO.

3. AWARD/EFFECTIVE DATE

4. ORDER NO.

5. SOLICITATION NUMBER

6. SOLICITATION ISSUE DATE

a. NAME

b. TELEPHONE NO. (No Collect Calls)

8. OFFER DUE DATE/LOCAL

TIME

9. ISSUED BY

CODE

10. THIS ACQUISITION IS

UNRESTRICTED OR

SET ASIDE:

% FOR:

SMALL BUSINESS

HUBZONE SMALL

BUSINESS

SERVICE-DISABLED

VETERAN-OWNED

SMALL BUSINESS

WOMEN-OWNED SMALL BUSINESS

(WOSB) ELIGIBLE UNDER THE WOMEN-OWNED

SMALL BUSINESS PROGRAM

EDWOSB

8(A)

NAICS:

SIZE STANDARD:

11. DELIVERY FOR FOB DESTINA-

TION UNLESS BLOCK IS

MARKED

SEE SCHEDULE

12. DISCOUNT TERMS

13a. THIS CONTRACT IS A

RATED ORDER UNDER

DPAS (15 CFR 700)

13b. RATING

14. METHOD OF SOLICITATION

RFQ

IFB

RFP

15. DELIVER TO

CODE

16. ADMINISTERED BY

CODE

17a. CONTRACTOR/OFFEROR

CODE

FACILITY CODE

18a. PAYMENT WILL BE MADE BY

CODE

TELEPHONE NO.

DUNS:

DUNS+4:

PHONE:

FAX:

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.

20.

21.

22.

23.

24.

ITEM NO.

SCHEDULE OF SUPPLIES/SERVICES

QUANTITY

UNIT

UNIT PRICE

AMOUNT

(Use Reverse and/or Attach Additional Sheets as Necessary)

25. ACCOUNTING AND APPROPRIATION DATA

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 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

29. AWARD OF CONTRACT: REF. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ OFFER

COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND

DATED \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_. YOUR OFFER ON SOLICITATION

DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY

(BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE

ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED

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

AUTHORIZED FOR LOCAL REPRODUCTION

(REV. 2/2012)

PREVIOUS EDITION IS NOT USABLE

Prescribed by GSA - FAR (48 CFR) 53.212

7. FOR SOLICITATION

INFORMATION CALL:

STANDARD FORM 1449

**OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30**

**SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS**

90

626-17-2-2518-0004

VA249-17-R-0132

Lori A. Krohn

615-225-3434

09-06-2017

90C

Department of Veterans Affairs

Network Contracting Office 9

1639 Medical Center Parkway

Suite 400

Murfreesboro TN 37129

X

100

X

721110

$32.5 Million

X

N/A

X

Department of Veterans Affairs

VAMC

VA TN Valley HCS Nashville Campus

1310 24th Avenue South

Nashville TN 37212

90C

Department of Veterans Affairs

Network Contracting Office - 9

1639 Medical Center Parkway

Suite 400

Murfreesboro TN 37129

90C

FSC e-Invoice Payment

http://www.fsc.va.gov/fsc/einvoice.asp

Invoice Setup Information 1-877-489-6135

Invoice must be submitted electronically

Setup 1-877-489-6135

See CONTINUATION Page

Contractor shall provide eight (8) fully furnished living

Units in accordance with the Statement of Work.

Base Period: October 1, 2017 through September 30, 2018

Option 1: October 1, 2018 through September 30, 2019

Option 2: October 1, 2019 through September 30, 2020

Option 3: October 1, 2020 through September 30, 2021

Option 4: October 1, 2021 through September 30, 2022

Pricing Schedule is located in this Solicitation on page 5

All interested parties will provide their pricing on the

Pricing Schedule.

All questions are to be submitted via email to the

Contracting Officer at Lori.Krohn@va.gov before August 24,

2017 to allow time to post the responses.

$0.00

See CONTINUATION Page

X

X

X

Lori A. Krohn

Contracting Officer

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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 36C626 Lori A. Krohn

Department of Veterans Affairs

Network Contracting Office 9

1639 Medical Center Parkway

Suite 400

Murfreesboro TN 37129

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

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

3. INVOICES: Invoices shall be submitted in arrears:

a. Quarterly []

b. Semi-Annually []

c. Other [X] Monthly in Arrears

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

FSC e-Invoice Payment

http://www.fsc.va.gov/fsc/einvoice.asp

Invoice Setup Information 1-877-489-6135

Invoice must be submitted electronically

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

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

## B.2 PRICING SCHEDULE

Contractor to furnish the following services specified in the Statement of Work. The Contract shall be from October 1, 2017 through September 30, 2018 with four (4) optional renewal periods of one (1) year each. Price for each apartment shall include the cost of utilities and specified household goods.

**CLIN I: BASE YEAR: OCTOBER 1, 2017 THRU SEPTEMBER 30, 2018**

PRICE TOTAL

DESCRIPTION QTY UNIT PER MONTH PER MONTH

Furnish eight (8) fully furnished 8 EA $\_\_\_\_\_\_\_\_\_\_\_\_ $\_\_\_\_\_\_\_\_\_\_\_

units to lodge transplant patients and their

caregivers in accordance with all terms

and conditions contained herein.

BASE YEAR EXTENDED TOTAL $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**CLIN II: OPTION YEAR#1: OCTOBER 1, 2018 THRU SEPTEMBER 30, 2019**

PRICE TOTAL

DESCRIPTION QTY UNIT PER MONTH PER MONTH

Furnish eight (8) fully furnished 8 EA $\_\_\_\_\_\_\_\_\_\_\_\_ $\_\_\_\_\_\_\_\_\_\_\_

units to lodge transplant patients and their

caregivers in accordance with all terms

and conditions contained herein.

OPTION YEAR 1 EXTENDED TOTAL $\_\_\_\_\_\_\_\_\_\_\_\_

**CLIN III: OPTION YEAR#2: OCTOBER 1, 2019 THRU SEPTEMBER 30, 2020**

PRICE TOTAL

DESCRIPTION QTY UNIT PER MONTH PER MONTH

Furnish eight (8) fully furnished 8 EA $\_\_\_\_\_\_\_\_\_\_\_\_ $\_\_\_\_\_\_\_\_\_\_\_

units to lodge transplant patients and their

caregivers in accordance with all terms

and conditions contained herein.

OPTION YEAR 2 EXTENDED TOTAL $\_\_\_\_\_\_\_\_\_\_\_\_

**CLIN IV: OPTION YEAR#3: OCTOBER 1, 2020 THRU SEPTEMBER 30, 2021**

PRICE TOTAL

DESCRIPTION QTY UNIT PER MONTH PER MONTH

Furnish eight (8) fully furnished 8 EA $\_\_\_\_\_\_\_\_\_\_\_\_ $\_\_\_\_\_\_\_\_\_\_\_

units to lodge transplant patients and their

caregivers in accordance with all terms

and conditions contained herein.

OPTION YEAR 3 EXTENDED TOTAL $\_\_\_\_\_\_\_\_\_\_\_\_

**CLIN V: OPTION YEAR#4: OCTOBER 1, 2021 THRU SEPTEMBER 30, 2022**

PRICE TOTAL

DESCRIPTION QTY UNIT PER MONTH PER MONTH

Furnish eight (8) fully furnished 8 EA $\_\_\_\_\_\_\_\_\_\_\_\_ $\_\_\_\_\_\_\_\_\_\_\_

units to lodge transplant patients and their

caregivers in accordance with all terms

and conditions contained herein.

OPTION YEAR 4 EXTENDED TOTAL $\_\_\_\_\_\_\_\_\_\_\_\_

**TOTAL FOR BASE YEAR AND ALL OPTIONS** $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

OFFERED SPACE

Name of Facility \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Specify unit numbers covered by your offer: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

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

## B.4 VAAR 852.232-72 ELECTRONIC SUBMISSION OF PAYMENT REQUESTS (NOV 2012)

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

(1) *Contract financing payment* has the meaning given in FAR 32.001.

(2) *Designated agency office* has the meaning given in 5 CFR 1315.2(m).

(3) *Electronic form* means an automated system transmitting information electronically according to the

Accepted electronic data transmission methods and formats identified in paragraph (c) of this clause. Facsimile, email, and scanned documents are not acceptable electronic forms for submission of payment requests.

(4) *Invoice payment* has the meaning given in FAR 32.001.

(5) *Payment request* means any request for contract financing payment or invoice payment submitted by the contractor under this contract.

(b) *Electronic payment requests.* Except as provided in paragraph (e) of this clause, the contractor shall submit payment requests in electronic form. Purchases paid with a Government-wide commercial purchase card are considered to be an electronic transaction for purposes of this rule, and therefore no additional electronic invoice submission is required.

(c) *Data transmission.* A contractor must ensure that the data transmission method and format are through one of the following:

(1) VA’s Electronic Invoice Presentment and Payment System. (See Web site at *http://www.fsc.va.gov/einvoice.asp*.)

(2) Any system that conforms to the X12 electronic data interchange (EDI) formats established by the Accredited Standards Center (ASC) and chartered by the American National Standards Institute (ANSI). The X12 EDI Web site (*http://www.x12.org*) includes additional information on EDI 810 and 811 formats.

(d) *Invoice requirements.* Invoices shall comply with FAR 32.905.

(e) *Exceptions.* If, based on one of the circumstances below, the contracting officer directs that payment requests be made by mail, the contractor shall submit payment requests by mail through the United States Postal Service to the designated agency office. Submission of payment requests by mail may be required for:

(1) Awards made to foreign vendors for work performed outside the United States;

(2) Classified contracts or purchases when electronic submission and processing of payment requests could compromise the safeguarding of classified or privacy information;

(3) Contracts awarded by contracting officers in the conduct of emergency operations, such as responses to national emergencies;

(4) Solicitations or contracts in which the designated agency office is a VA entity other than the VA Financial Services Center in Austin, Texas; or

(5) Solicitations or contracts in which the VA designated agency office does not have electronic invoicing capability as described above.

(End of Clause)

## B.5 VAAR 852.237-70 CONTRACTOR RESPONSIBILITIES (APR 1984)

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

(End of Clause)

## STATEMENT OF WORK

**INTRODUCTION**

The U.S. Department of Veterans Affairs requires the use of eight (8) fully furnished units per month. The units shall be within a 2 mile radius of the VA Medical Center, 1310 25th Avenue South, Nashville, TN 37212.

**SCOPE**

**2.1** Contractor shall provide eight (8) fully furnished units to lodge transplant occupants and their caregivers for the Department of Veterans Affairs, Tennessee Valley Healthcare System, Nashville, TN. The units shall be located in Davidson County, Tennessee.

a. Units shall be two bedroom furnished living space that complies with all city, county and state building codes and ordinances applicable to the ownership and operation of the building in which the space is situated. All units must conform to the latest applicable version of NFPA 101, Chapters 19 and 31.

b. The units must be located in no more than two (2) separate unit complexes. Each unit must have a minimum of 650 square feet of net usable unit space.

c. Each unit must include one (1) parking space per unit.

d. Each unit must have, at a minimum, the following rooms:

2 bedrooms

2 bathrooms

kitchen

eating area - either dining room or defined area within kitchen

living room

e. Each unit will have a clothes washer and dryer or a washer/dryer unit in the unit.

f. Each unit must be on the ground floor or be elevator serviced. In no instance, can there be more than four (4) steps up or down from parking area to the unit or to the elevator lobby. The interior of the unit must not have any stairs.

g. Contractor shall supply all utilities including heat, air conditioning, electricity, water and sewer, local telephone service, and basic television cable service.

h. Contractor shall provide trash bins or dumpsters with trash removal service.

**2.2** Term of Contract: The term of this contract will be for one (1) base period with 4 one-year options to renew.

**2.3**. Occupancy: The VA must be able to take occupancy of the units no later than 14 calendar days following the award of the contract. The units must be in full compliance with all requirements of the contract by that date.

**2.4**. Inspection: The VA will inspect each unit prior to contract award to insure compliance with all contract requirements. The government reserves the right, at any time after the contract is signed and during the term of the contract, to inspect the premises and all other areas of the building access to which is necessary to ensure a safe and healthy work environment for the Government tenants. Inspections shall also provide the COR with information on the Contractor’s performance under this contract. A semi-annual unannounced inspection will be conducted by the Government at a minimum.

**2.5**. Contractor shall allow occupancy of the units covered under this contract only upon the specific individual referral by the Contracting Officer’s Representative (COR), Lodging Clerk, or Program Support Clerk. The VA will inform the Contractor of each individual’s name and the expected date and time of arrival at the Contractor’s units.

**2.6**. Contractor shall submit an invoice for all units covered by this contract monthly in arrears. Invoices will be submitted on-line for payment. An advanced itemized invoice will be emailed to the COR for review and prior approval before the invoice is submitted electronically. The COR will review the invoice within three days of receipt and respond to the Contractor with a determination of acceptability. Submit invoices to:

Administrative Assistant (11T)

Transplant Service

VA Medical Center

1310 24th Ave., S.

Nashville, TN 37212

* 1. Contractor shall furnish housekeeping services to clean the units on a weekly basis and between occupants.
  2. Contractor shall provide each unit with Wi-Fi internet service.

**FURNITURE AND ACCESSORIES**

**3.1.** Each unit shall comply with the following general room requirements:

a. Safety equipment: In addition to required smoke detectors, each unit will have one 5 lb ABC Type Fire extinguisher.

b. Floor covering: All types of floor coverings must be clean; free of stains; odor-free; and free of cracks or tears. If shag style carpet is used as floor covering, it must be 1/2 inch or less in length.

c. Each room must have lighting fixtures in each room in accordance with the furnishing requirements for specific rooms. All overhead lights controlled by wall switch. All light bulbs must have either a shade or globe with the exception of decorator type bulbs.

d. All windows shall be able to be secured in a closed position. The windows shall be effectively weather-stripped and the window lights shall be free of cracks and shall be tightly fitted in the window frame.

e. All windows shall have window treatments consisting of shades, blinds, or drapes.

f. Each exterior door shall be secured with snap lock and dead bolt lock. In addition, exterior doors will have the following:

- an exterior light.

- a peep hole fitted with 175 degree viewing lens.

- weather stripping on four sides of door or frame to effectively seal off air leaks.

**3.2.** Each unit's bathroom(s) shall have the following:

- combination tub/shower with grab bars

- commode

- vanity

- mirror above vanity

- overhead light

- exhaust fan which exhausts to outside of the unit

- all electrical outlets will be GFI protected

- GFI outlet within 18 inches of vanity top

- solid floor covering - ceramic tile or composition vinyl tile or solid vinyl sheet

**3.3.** Each unit's kitchen shall have the following:

- stove (or separate range top and oven)

- double sink

- refrigerator with freezer

- exhaust fan which exhausts to outside of unit

- toaster

- microwave oven

- dishwasher

- solid floor covering - ceramic tile or composition vinyl tile or solid vinyl sheet

- all electrical outlets will be GFI protected

**3.4.** General Furniture Package:

a. All furniture must be in good general condition; must be clean; free of stains and odors; and have no tears or rips in the fabric coverings; non-upholstered furniture surfaces must be free of scratches, broken surfaces, splinters, free of stains, and clean.

b. DINING ROOM/AREA

(1) one table & (4) four chairs

c. LIVING ROOM

(1) one sofa and (1) one chair, or (1) one loveseat

(2) two end tables

(2) two lamps

(1) one coffee table

(1) one color television with remote control

d. BEDROOM (the amount shown below is for each bedroom)

(1) one dresser & mirror

(1) one bed with headboard (Or two twin beds if so equipped)

(1) one nightstand

(1) one table lamp

(1) one clock radio with alarm

(1) one queen size mattress (Or twin size if so equipped)

(1) one queen size box springs (Or twin size if so equipped)

**3.5.** ACCESSORIES:

a. HOUSEKEEPING/CLEANING SUPPLIES

(1) one steam/dry iron

(1) one ironing board with pad & cover

(1) one broom & dust pan

(1) one sponge mop & (1) one qt. size plastic bucket

(1) one vacuum cleaner

b. BEDROOM (the amount shown below is for each bedroom). All bed linens will be freshly cleaned, free of stains, odors, tears, and in good condition.

(2) two standard fiberfill pillows for queen size bed

(1) one standard fiberfill pillow for each twin size bed

(4) four pillow cases

(2) two flat sheets

(2) two fitted sheets

(2) two thermal blankets

(1) one bedspread

(1) one quilted mattress pad

(1) one AM/FM clock radio

c. BATH

(1) one rubber (safety) mat for tub

(4) four bath towels (25" x 48")

(4) four wash cloths (12"x 12")

(1) one shower liner

(1) one shower curtain

(1) one set of shower hooks

(1) one plastic waste basket (7 qt. capacity)

(1) one bathroom rug (20" x 30")

(1) one soap dish

(1) one toothbrush holder

(1) one shower curtain

d. KITCHEN

(1) one (7 piece) stainless steel cookware set:

- (1) one 10" skillet with lid; (1) one 8" skillet; (1) one small

cooking pot with lid; (1) one large cooking pot with lid.

(1) one automatic drip coffee maker

(1) one (20 piece/serving for 4) dinnerware set:

- (4) four dinner plates; (4) four salad plates; (4) four soup bowls;

(4) four cups; (4) four saucers.

(1) one (7 piece) set of kitchen tools:

- (1) large soup spoon; (1) one whisk beater; (2) two spatulas (lg.

& sm.); (1) one 2-prong fork; (1) one salad prong; (1) one large

spoon with drainage holes.

(1) one (4 piece) steak knife set

(2) two (20 piece) stainless steel flatware sets--each set contains:

- (5) five spoons; (5) five knives; (5) five salad forks; (5) five

dinner forks.

(1) one (8 ounce) tempered glass liquid measuring cup

(1) one (5 piece) measuring spoon set:

- (1) one 1/4 teaspoon, (1) one 1/2 teaspoon, (1) one 3/4 teaspoon, (1) one 1 teaspoon; (1) one 1 tablespoon

(1) one covered juice pitcher (1/2 qt.)

(1) one cutlery tray

(1) one plastic cutting board

(1) one (40 qt.) covered trash can

(1) one (24 piece) glassware set:

- (8) eight (10-12 oz.) drinking glasses; (8) six (6 oz.) juice glasses;

(8) eight (8 oz.) drinking glasses

(2) two pot holders

(1) one (1 1/2 qt.) tempered glass baking dish

(2) two (1 qt.) tempered glass baking dish

**4. GENERAL BUILDING REQUIREMENTS AND SPECIFICATIONS**

**4.1** Heating and Cooling Requirements:

**4.1.0** Each room shall have permanently installed, functioning cooling and heating system with thermostatic control that was constructed and is operated and maintained in accordance with the applicable building codes and/or ANSI/ASHRAE-62.1 “Ventilation for Acceptable Indoor Air Quality” criteria appropriate for the space. Specifically, the heating system is required to be able to maintain a temperature of 80 degrees F, the air conditioning system must be able to maintain a temperature of 65 degrees F, relative humidity must be able to be kept between 20% and 60%, there must be >5 cfm/person of outdoor air provided, infiltration or exfiltration must be controlled through appropriate differential pressurization as dictated by the function of neighboring spaces.

* + 1. All cooling and heating devices and appliances, including but not limited to furnaces, fireplaces, electrical baseboard heaters and water heaters, shall be an approved type in good and safe working order anti shall meet all installation and safety codes.
    2. Contractor shall maintain all appliances and utility systems. This shall include the cleaning or replacement of air filters for both the heating system (providing the heating system is a forced hot air heating system) and for the cooling system every 30 calendar days.

**4.2.** Electrical and Lighting Requirements

a. Every room, except kitchen, shall be provided with not less than two electrical receptacle outlets and one (1) supplied electric light fixture.

b. Kitchen areas shall be provided with not less than three electrical receptacle outlets and one ceiling mounted light fixture.

C. Every toilet room, bathroom, laundry room, furnace room, public hallway, porch and flight of stairs between stories shall contain at least one (1) supplied electric light fixture. Where an interior stairway or public hallway changes in direction, more than one (1) supplied electric light fixture may be required to provide sufficient lighting for safe exits.

d. All electrical equipment, wiring and appliances shall be of an approved type, in good and safe working order and shall meet all installation and safety codes.

**4.3.** Sanitation Requirements:

a. No toilet shall be located in any room or space used for the preparation of food nor shall a room containing a toilet open directly into such room or space.

b. Each unit shall have a kitchen. Every kitchen shall have hot and cold running water, counter workspace and cabinets for storage of cooking utensils and dishes.

c. All plumbing fixtures shall be trapped and vented and connected to an approved sanitary sewer. All sanitary facilities, fixtures, equipment structures and premises shall be of an approved type, in safe and sanitary condition and, in good working order and meet all installation and safety codes.

**4.4.** Telephone service Requirements:

a. The lessor will provide local area, touch tone, telephone service for each unit. The telephone service must be capable of long distance telephone service when long distance calls are placed using a telephone calling card or other telephone charge method.

b. The lessor will provide two (2) telephone units in each unit.

c. Each unit will have a minimum of one (1) telephone jack in the living room or kitchen and one telephone jack in each bedroom.

d. Each unit shall have one telephone answering machine.

**4.5.** Interior Space Requirements;

a. Ceilings must be at least 8 feet and no more than 11 feet clear from floor to the lowest obstruction. They must have acoustical treatment with a flamespread of "5 or less and smoke development rating of 50 or less (ASTME‑84).

b. Floor load will be a minimum live load capacity of 60 pounds per square foot. Storage areas shall have a minimum live load capacity of 150 pounds per square foot.

c. Floors will be covered with vinyl floor covering or carpeting vinyl asbestos floor tile shall not be used.

d. Existing floor and/or window covering or carpet may be accepted providing the floor coverings are in good condition. If accepted by the COR, the floor coverings must be thoroughly cleaned prior to the VA occupancy.

e. Exterior doors shall be weather tight. The VA must be furnished two (2) door keys for each exterior door. Hardware for exterior doors used as means of egress shall conform to NFPA Standards.

**4.6.** Fire Safety & Asbestos Containing Materials

a. A written fire safety plan shall be submitted as part of the contract bid package.

b. Buildings in which space is shall be evaluated in accordance with the latest editions of the National Fire Codes and the Uniform Building Code.

c. Equipment, services, or utilities furnished and activities of other occupants shall be free of safety, health, and fire hazards. When hazards are detected, the lessor must promptly correct hazards.

d. Maintenance of Contractor owned fire extinguisher shall be provided by the Contractor in accordance with NFPA Standard No 101.

1. As required by code, smoke detectors/alarms must be installed in each unit, office, storage area, hallways and other common areas.
2. Facility must meet NFPA Life Safety regulations on egress, fire and smoke protective systems applicable to the Occupancy type.

**4.7.** Asbestos

a. No asbestos containing fireproofing or insulation on building structures, acoustical treatment, molded or wet‑applied ceilings or wall finishes/decorations, will be permitted. It shall be the responsibility of the Contractor to certify that asbestos containing materials have not been used in the construction of the building to be occupied by the VA. If present, such materials must be removed by the Contractor prior to occupancy by the VA.

**4.8.** Wheelchair Accessibility:

Common areas such as hallways, laundry room must provide for accessible path of travel for wheelchairs.

**4.9.** Elevators

If elevators are a part of the unit complex, they shall conform to the latest requirements of the American National Standard A17 1 and A17 la. Safety Code for Elevators, except for elevator emergency recall and shall be inspected and maintained in accordance with American National Standard A17.1, Inspector’s Manual for Elevators, or equivalent local code. The elevators shall also comply with local codes and ordinances.

**4.10.** The unit complex is to have a written interior moisture prevention and water intrusion event management program that includes aggressive drying using mold remediation industry standard type dehumidifiers, fans and drying methods. This plan and process must be provided to the VA as part of the bid package and put in place within 24 hours of awareness of a water intrusion event occurring. The VA COR will be notified immediately if more than 50 square feet of building surface or carpet in impacted by a water intrusion/leak event. (Attachment A, sample program)

KEY Components of a written preventative maintenance Water-Mold Management Plan to prevent mold from colonizing the interior of a building by eliminating or limit the conditions that foster mold establishment and growth should include but not be limited to the following:

1. Immediately visual inspection of occurring water issues. Rapid drying using commercial grade moisture meters, dehumidifiers, and water extraction and drying equipment.
2. Quick and effective response to water intrusion to prevent or greatly reduce fungal growth and occupant exposure to mold and other bioaerosols. Must be dry ~15% moisture within 48 hours of the leak event to satisfactorily prevent colonizing mold growth.
3. Recognize, examine and dry the “hidden places” (below carpet pad, wall interiors etc.) where moisture and mold can occur.
4. Fix leaks to plumbing or building envelope as soon as possible taking emergency steps to temporarily slow or stop water intrusion.
5. Prevent moisture condensation by lowering the relative humidity in the inside air or by increasing surface temperatures where condensation is occurring.
6. Avoid as much as possible covering walls with vinyl wall covering especially on cold temperature impacted walls
7. Vent moisture generating equipment such as in laundry or kitchen areas outside.
8. Maintain indoor humidity below 60% (30%-50% is ideal).
9. Step to prevent foundations/basements or crawl spaces remaining wet
   * 1. The VA reserves to right at its expense to periodically sample for elevated levels of airborne hydrophilic mold looking especially for molds associated with known or suspected water intrusion events.
     2. The VA reserves the right to do a visual assessment of environmental and safety conditions at the units on a quarterly basis or at the time of a reported water intrusion event or other safety event impacting VA occupants.
     3. Elevated numbers of indoor hydrophilic mold associated with water intrusion events (equal to or greater than what is found outside) from the water intrusion event area and/or in chosen non-water intrusion event rooms would be grounds for further occupant protective action.
     4. Prior to leasing a facility the Contractor shall demonstrate that the facility does not have a history of water intrusion events. An acceptable way of demonstrating acceptable indoor air mold levels in the units would be to contract with a Certified Industrial Hygienist with mold sampling experience to assess the levels and species of mold contamination present.   Elevated numbers of hydrophilic mold (equal to or greater than what is found outside) from a minimum of 10 randomly chosen rooms would indicate that IAQ levels may not be satisfactory to properly protect occupants and that a history of water intrusion may have occurred.
     5. The attached inspection form will be used by the VA inspection group to determine if there are any indications of water intrusion events that would necessitate further inspection, air testing and possible occupant protection action.
     6. The VA inspection team will use the attached Check list (Attachment B) in doing quarterly visual inspections as a documentation process.

**­4.11.** Miscellaneous

a. No activity to the building and/or grounds that would cause an increase in dust, dirt or spores to be airborne (i.e. renovation to the building, movement of earth on the grounds) shall take place without the Contractor’s written notification to the VA at least seven calendar days in advance of the event.

b. If the building is partially or totally destroyed or damaged by fire or other casualty so that the space is untenantable as determined by the Government, the government may terminate the contract upon 15 calendar days prior notice to the Contractor and no further payments will be due.

3. The contractor shall maintain the premises, including the building and all equipment, fixtures, and appurtenances furnished by the contractor under this contract, in good repair and tenantable condition.

4. In the event the contractor fails to meet any requirement(s) of this Contract, the Government may procure to meet the requirement through a separate outside contract. The Government shall deduct any costs incurred including administrative costs from the payments of said Contract.

# SECTION C - CONTRACT CLAUSES

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

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

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

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

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

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

(End of Clause)

## C.2 52.212-4 CONTRACT TERMS AND CONDITIONS—COMMERCIAL ITEMS (JAN 2017)

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

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

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

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

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

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

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

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

(g) Invoice*.*

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

(i) Name and address of the Contractor;

(ii) Invoice date and number;

(iii) Contract number, line item number and, if applicable, the order number;

(iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;

(v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;

(vi) Terms of any discount for prompt payment offered;

(vii) Name and address of official to whom payment is to be sent;

(viii) Name, title, and phone number of person to notify in event of defective invoice; and

(ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.

(x) Electronic funds transfer (EFT) banking information.

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

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

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

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

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

(i) Payment.—

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

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

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

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

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

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

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

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

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

(D) Contractor point of contact.

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

(6) *Interest.*

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

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

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

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

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

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

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

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

(A) The date fixed under this contract.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(1) The schedule of supplies/services.

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

(3) The clause at 52.212-5.

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

(5) Solicitation provisions if this is a solicitation.

(6) Other paragraphs of this clause.

(7) The Standard Form 1449.

(8) Other documents, exhibits, and attachments

(9) The specification.

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

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

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

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

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

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

(u) *Unauthorized Obligations*.

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

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

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

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

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

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

(End of Clause)

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

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

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

## C.3 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS—COMMERCIAL ITEMS (JAN 2017)

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

(1) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (JAN 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).

(2) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (NOV 2015).

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

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

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

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

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

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

[X] (4) 52.204–10, Reporting Executive Compensation and First-Tier Subcontract Awards (OCT 2016) (Pub. L. 109–282) (31 U.S.C. 6101 note).

[] (5) [Reserved]

[X] (6) 52.204–14, Service Contract Reporting Requirements (OCT 2016) (Pub. L. 111–117, section 743 of Div. C).

[] (7) 52.204–15, Service Contract Reporting Requirements for Indefinite-Delivery Contracts (OCT 2016) (Pub. L. 111–117, section 743 of Div. C).

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

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

[] (10) [Reserved]

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

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

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

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

[] (13) [Reserved]

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

[] (ii) Alternate I (NOV 2011).

[] (iii) Alternate II (NOV 2011).

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

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

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

[X] (16) 52.219-8, Utilization of Small Business Concerns (NOV 2016) (15 U.S.C. 637(d)(2) and (3)).

[] (17)(i) 52.219-9, Small Business Subcontracting Plan (JAN 2017) (15 U.S.C. 637(d)(4)).

[] (ii) Alternate I (NOV 2016) of 52.219-9.

[] (iii) Alternate II (NOV 2016) of 52.219-9.

[] (iv) Alternate III (NOV 2016) of 52.219-9.

[] (v) Alternate IV (NOV 2016) of 52.219-9.

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

[X] (19) 52.219-14, Limitations on Subcontracting (JAN 2017) (15 U.S.C. 637(a)(14)).

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

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

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

[] (23) 52.219-29, Notice of Set-Aside for, or Sole Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (DEC 2015) (15 U.S.C. 637(m)).

[] (24) 52.219-30, Notice of Set-Aside for, or Sole Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (DEC 2015) (15 U.S.C. 637(m)).

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

[] (26) 52.222–19, Child Labor—Cooperation with Authorities and Remedies (OCT 2016) (E.O. 13126).

[X] (27) 52.222-21, Prohibition of Segregated Facilities (APR 2015).

[X] (28) 52.222–26, Equal Opportunity (SEP 2016) (E.O. 11246).

[X] (29) 52.222-35, Equal Opportunity for Veterans (OCT 2015) (38 U.S.C. 4212).

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

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

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

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

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

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

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

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

[X] (36) 52.222-60, Paycheck Transparency (Executive Order 13673) (OCT 2016).

[] (37)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Items (May 2008) (42 U.S.C.6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

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

[] (39) 52.223-12, Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (JUN 2016) (E.O. 13693).

[] (ii) Alternate I (MAY 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

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

[] (ii) Alternate I (OCT 2015) of 52.223-13.

[] (41)(i) 52.223-14, Acquisition of EPEAT®-Registered Televisions (JUN 2014) (E.O.s 13423 and 13514).

[] (ii) Alternate I (JUN 2014) of 52.223-14.

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

[] (43)(i) 52.223-16, Acquisition of EPEAT®-Registered Personal Computer Products (OCT 2015) (E.O.s 13423 and 13514).

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

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

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

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

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

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

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

[] (49)(i) 52.225-3, Buy American—Free Trade Agreements—Israeli Trade Act (MAY 2014) (41 U.S.C. chapter 83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43.

[] (ii) Alternate I (MAY 2014) of 52.225-3.

[] (iii) Alternate II (MAY 2014) of 52.225-3.

[] (iv) Alternate III (MAY 2014) of 52.225-3.

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

[X] (51) 52.225-13, Restrictions on Certain Foreign Purchases (JUN 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

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

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

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

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

[] (56) 52.232-30, Installment Payments for Commercial Items (JAN 2017) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

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

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

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

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

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

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

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

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

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

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

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

|  |  |
| --- | --- |
| Employee Class | Monetary Wage-Fringe Benefits |

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(ii) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (JAN 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).

(iii) 52.219-8, Utilization of Small Business Concerns (NOV 2016) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities.

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

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

(vi) 52.222–26, Equal Opportunity (SEP 2016) (E.O. 11246).

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

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

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

(x) 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.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(End of Clause)

## C.4 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 30 days of completion of the contract.

Evaluation of option under 52.217-8 will be accomplished by using the prices offered for the 4th option period to determine the price for a 6 month option period which will be added to the base and other option periods to arrive at the total price.

(End of Clause)

## C.5 52.232-19 AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR (APR 1984)

Funds are not presently available for performance under this contract beyond September 30, 2018. The Government's obligation for performance of this contract beyond that date is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise for performance under this contract beyond September 30, 2018, until funds are made available to the Contracting Officer for performance and until the Contractor receives notice of availability, to be confirmed in writing by the Contracting Officer.

(End of Clause)

## C.6 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

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

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

|  |  |  |
| --- | --- | --- |
| **FAR Number** | **Title** | **Date** |
| 52.203-17 | CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS | APR 2014 |
| 52.204-4 | PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER | MAY 2011 |
| 52.232-18 | AVAILABILITY OF FUNDS | APR 1984 |
| 52.232-40 | PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS | DEC 2013 |
| 52.237-3 | CONTINUITY OF SERVICES  (End of Clause) | JAN 1991 |

## C.7 52.204-18 COMMERCIAL AND GOVERNMENT ENTITY CODE MAINTENANCE (JUL 2016)

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

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

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

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

(b) Contractors shall ensure that the CAGE code is maintained throughout the life of the contract. For contractors registered in the System for Award Management (SAM), the DLA Commercial and Government Entity (CAGE) Branch shall only modify data received from SAM in the CAGE master file if the contractor initiates those changes via update of its SAM registration. Contractors undergoing a novation or change-of-name agreement shall notify the contracting officer in accordance with subpart 42.12. The contractor shall communicate any change to the CAGE code to the contracting officer within 30 days after the change, so that a modification can be issued to update the CAGE code on the contract.

(c) Contractors located in the United States or its outlying areas that are not registered in SAM shall submit written change requests to the DLA Commercial and Government Entity (CAGE) Branch. Requests for changes shall be provided at <https://cage.dla.mil>. Change requests to the CAGE master file are accepted from the entity identified by the code.

(d) Contractors located outside the United States and its outlying areas that are not registered in SAM shall contact the appropriate National Codification Bureau (points of contact available at <http://www.nato.int/structur/AC/135/main/links/contacts.htm>) or NSPA at <https://eportal.nspa.nato.int/AC135Public/scage/CageList.aspx> to request CAGE changes.

(e) Additional guidance for maintaining CAGE codes is available at <https://cage.dla.mil>.

(End of Clause)

## C.8 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

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

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

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

## C.9 VAAR 852.203-70 COMMERCIAL ADVERTISING (JAN 2008)

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

(End of Clause)

## C.10 VAAR 852.203-71 DISPLAY OF DEPARTMENT OF VETERAN AFFAIRS HOTLINE POSTER (DEC 1992)

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

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

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

(End of Clause)

(End of Addendum to 52.212-4)

# SECTION D - CONTRACT DOCUMENTS, EXHIBITS, OR ATTACHMENTS

## ATTACHMENT A

***This example was taken from the State of Connecticut Department of Public Works. Prepared by Environomics Southwest LLC, Phoenix AZ.***

**Initial Response Actions – All Incidents**

This section will outline how WIST personnel should initially respond to all cases of water intrusion or mold.

1. **Basic Protocol**
2. All reports of water intrusion must be treated as an emergency. A water problem handled in 24 – 48 hours usually carries little cost.
3. All reports of water intrusion or mold must be investigated by the WIST and reported at least verbally to the Water Intrusion Manager (WIM). The investigative and reporting process will NOT vary even though the responses to the problems may vary.
4. All water intrusion events determined to be significant must be completely documented and the documentation retained. The WIST Superintendent will complete a Water Intrusion Event Form (WIEF) (see Appendix One), and forward it to the WIM.
5. **Initial Response Procedures**

Immediately upon notification or observation that a water intrusion issue may have occurred or is occurring, the responding personnel should immediately:

1. Shut off the HVAC System,
2. Shut off all water, and
3. Contact the WIM or the WIST Foreman or Superintendent.

The responding team member (possibly with assistance from a third-party consultant) must immediately inspect the incident, define the extent of damage, and cause of loss, if possible. **The main purpose of this inspection is to make a determination if the water intrusion event is significant. See the flowchart entitled “Initial Response Protocol: All Incidents” for a listing of criteria to use to determine event significance.**

1. **When should a Contractor suspect mold even if none is visible?** It is important to be aware that mold may be present and not visible. When determining event significance, personnel should be aware of the following conditions, which may indicate the presence of hidden mold:

• Relative humidity in the building greater than 65% for 3 – 5 days

• Building materials/HVAC components wet for more than 24 – 48 hours

• Musty/Damp odors

• Building conditions conducive to mold growth are present – such as roof leaks, wet/stained carpet or other building materials

• Evidence of previous moisture problems — staining, cracking

• Wet HVAC filters

• Lack of maintenance

• Wet building materials that are porous or semi porous

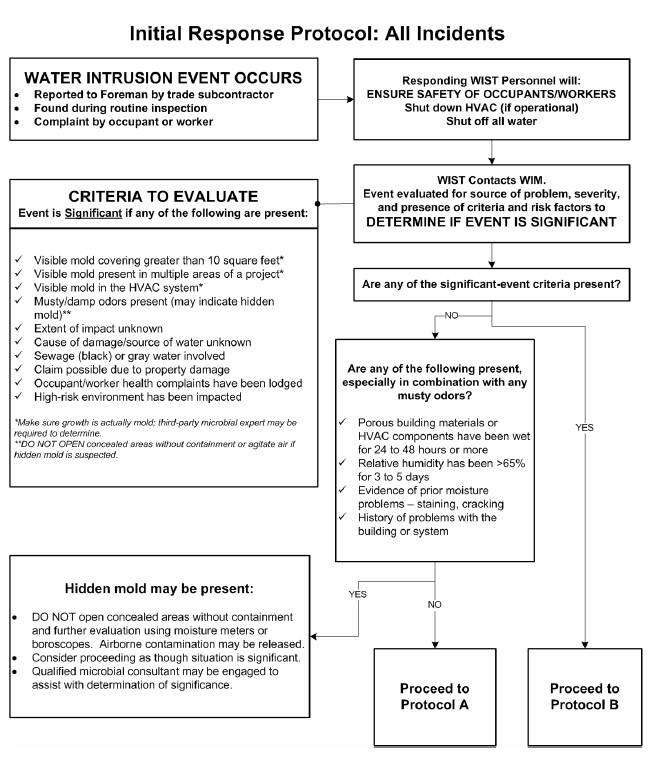
• Occupant complaints

• Prior history of problems with the building or system

• Wet flex duct

**If Mold Suspected But Not Visible. IMPORTANT:** DO NOT OPEN any concealed areas without appropriate containment and do NOT agitate the air. It is possible for fungal growth to be present inside a wall cavity and not be visible on drywall that has been impacted by water.

Opening of cavities may release airborne contamination. If substantial airborne fungal contamination is found, it will probably be necessary to remediate the HVAC system even if no visible fungi growth is seen in the system.



**Response Actions – Insignificant Water Intrusion Issues (Protocol A)**

Following initial response, **for water intrusion events determined to be insignificant**, WIST personnel with help from a qualified third party, as necessary, will apply the following Protocol A (see Protocol A flow chart) to resolve and properly document the water intrusion event and response actions taken. This protocol may also apply in cases such as emergency flooding or weather disasters when event response is expedited. Qualified GC personnel can perform any necessary clean-up work under Protocol A provided that no gray/black water and mold are involved.

**Summary of Clean-Up Actions**

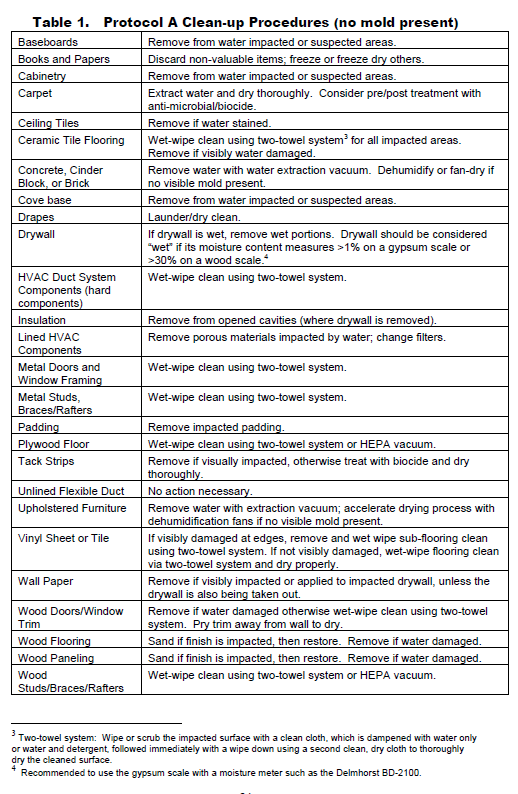
• Identify all sources of water intrusion or leaks prior to remediation.

• Contain impacted areas with 6-mil polyethylene sheeting and dehumidify, if necessary.

• Remove and replace any damaged building materials per Table 1 guidelines.

**Post-Remediation Sampling.** As a precaution, an independent microbial consultant may perform post-remediation microbial sampling. This may be prudent if the project involves a high-risk environment, such as a day-care, or where there have been prior or current occupant health complaints or Indoor Air Quality issues related to the scope of work performed by the GC or if the issue is covered by warranty. Sampling should be performed **only by a qualified microbial consultant.**

**NOTE. If any mold or suspected mold is encountered during the remediation process, immediately stop all work and proceed as per the next chapter on Response Protocol B.**



**Response Actions – Significant Water Intrusion Issues (Protocol B)**

Following initial response actions, for water intrusion events determined to be significant, or cases where microbial contamination is found, Protocol B should be followed (see Protocol B flow chart). Once it is determined an event is significant, the following additional initial response actions should be employed as necessary, either by qualified Contractor personnel or a qualified third party:

• Identify and shut off or repair all sources of water leaks or intrusion (if not already done).

• Shut down the HVAC system (if not already done).

• Contain visually impacted areas with 6-mil polyethylene sheeting to reduce chance of mold spores spreading to other areas of the building. Negative air machines inside the contained area may also be employed to further reduce spread of contamination.

• Dehumidify impacted areas.

Once it is determined there is a significant water intrusion event, the manager should consider the following:

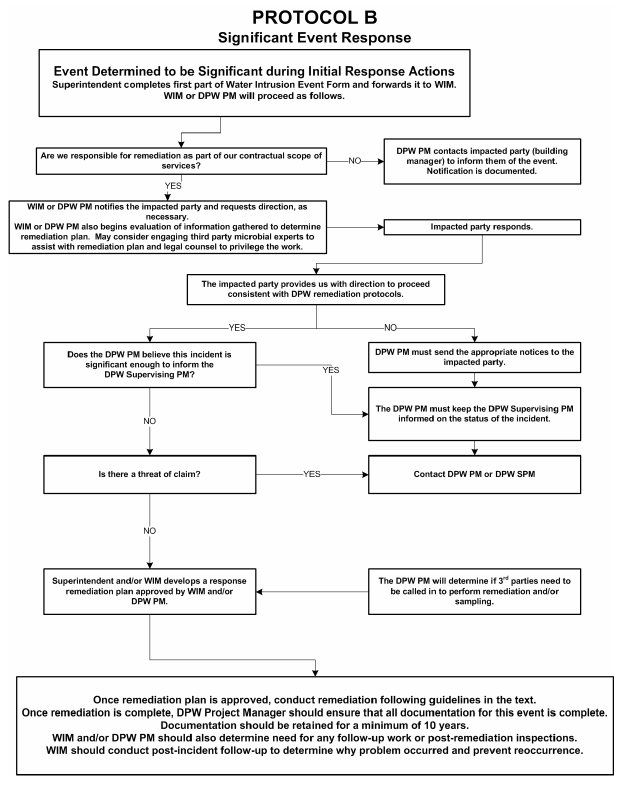
Contact DPW Technical Services Unit for:

• Contracting the services of a microbial consultant to perform an investigation to determine cause and extent of loss

• Contracting the services of a microbial remediation Contractor to perform removal

1. **Pre-Remediation Microbial Investigations: When to Perform.** If any significant risk factors are present, it is recommended that the WIM immediately contact the services of a microbial consultant to perform an investigation including sampling.

A microbial investigation may be necessary if the cause of loss is not known and the extent of loss is not known. If there are multiple causes of loss contributing to a problem, a microbial investigation may be able to identify these causes. This is especially important because if another Contractor or entity contributed to the cause of loss or was wholly responsible for the contamination found in the building, liability to the GC or DPW will be reduced or eliminated. If the extent of the contamination is not known, it may be important to perform sampling to delineate the parameters of the problem ensuring that the entire problem has been addressed. Microbial sampling also can help determine if any visible mold is also the source of any airborne mold.



**2. Remediation Planning.** Just as there are no formally mandated guidelines or regulations for mold testing, neither are there any formal regulations for mold remediation. The following protocol, however, can be employed to mitigate mold without making an existing situation worse:

a) The WIM/WIST should work together or with a microbial environmental consultant to develop a scope of work or mold remediation plan.

b) Notify and discuss the plan with any impacted parties, particularly building occupants. Consider relocating occupants during remediation, especially if high-risk individuals or pets are present, or if the impacted area cannot be sufficiently isolated from the rest of the building.

c) Proper remediation and Personal Protective Equipment (PPE) must be utilized at all times. At a minimum, PPE will include gloves, eye protection, and an N-95 respirator. Based on the amount of contamination, respiratory protection may be increased.

d) In all cases involving the presence of visible mold, the WIST must develop a written plan for mold remediation. It is strongly suggested that this plan be developed in conjunction with an environmental consultant if other than clean water was involved or if more than 10 square feet of visible mold is present. Plans should include:

(1) Summary of the issue: including building age and location, identification of any occupants and all occupant comments (including health complaints), visual observations, cause of problem, immediate response actions, and photographs.

(2) Remediation plan, which will include remediation methods, what items are to be removed/cleaned, and all protocols, including detailed remediation/cleaning procedures.

(3) Types of PPE to be utilized.

(4) Whether occupants will be relocated.

(5) Plan for post-remediation sampling.

(6) Signoffs and releases by Agency or impacted party when work is complete.

(7) Plan to recoup any damages (if applicable).



1. **Post Remediation Sampling.** If a building has been impacted by fungal growth and remediation has been performed, post-remediation sampling should always be performed by only a qualified microbial consultant (see Chapter on Microbial Sampling). Post-remediation sampling:

• Generates a level of comfort for the Agency and occupants;

• Provides documentation of successful project completion should there be an issue of future liability;

• Provides scientific evidence that the remediation process has been successful; and

• Provides an independent, third-party evaluation of the project.

1. **Post-Incident Follow-up.** Once the cause of the problem has been identified, it is important to determine why the problem occurred and make any necessary changes (such as system improvements or increased inspections) to prevent reoccurrence of the problem. The WIM will be responsible for any post-incident follow-up.

## ATTACHMENT B

| **VA Tennessee Valley Healthcare System**  **Units Inspection Environmental Health and Water Intrusion Check List \*** | | |
| --- | --- | --- |
| **Inspection Performed By:** | | **Yes No NA** |
|  | **Potential Water Intrusion Evidence** |  |
| 1 | Leaks and/or cracks around windows and doors (check corners of the frames both interior and exterior) |  |
| 2 | Evident of Peeling paint on windows and door frames |  |
| 3 | Discoloration in paint around doors and windows due to rust, water stains etc.? |  |
| 4 | Are there Cracked or deteriorated caulking around the windows or door frames? |  |
| 5 | Cracks or holes in the external walls and foundation that could allow outside water into or under the building? |  |
| 6 | Does outside surface drain away from or toward the building? |  |
| 7 | Are there water Stained ceilings or missing tiles or walls or ceiling with cracks? |  |
| 8 | Is Vinyl wall paper on exterior walls or where air conditions units would blow chill air on the vinyl? |  |
| 19 | Any evidence of water staining on carpet around the impression of furniture |  |
| 10 | Are there Penetrations (holes) on the walls, floors, or ceilings? |  |
| 11 | Any evidence of wet carpet, walls, floors, ceiling > 15% moisture? |  |
| 12 | Does facility Low sloping or flat roof without proper drainage |  |
| 13 | Is there any missing shingles or other evidence of damage to roof? |  |
| 14 | Check for termite- damaged materials such as wood materials that could expose the exterior and can lead to moisture intrusion |  |
| 15 | Check air conditioning units within or next to exterior walls for evidence of moisture intrusion issue |  |
| 16 | Is there water on the exhaust and supply vents or evidence of past elevated moisture issues such as rust? |  |
| 17 | Is there any evidence of leaking pipes or faucets in rooms/ common areas? |  |
| 18 | Is there evidence of plumbing drainage or overflow issues? |  |
| 19 | Is there obvious sanitation or insect issues? |  |
| 20 | Were and musty or mold related odors detected? |  |
| 21 | Were any public safety issues noted? |  |

\*To be completed Quarterly

**Inspection team will include:**

**Contracting Officer Representative (COR)**

**Social Worker**

**Environment of Care Staff Member**

**Industrial hygienist**

**Safety Officer**

## PAST PERFORMANCE QUESTIONNAIRE

SUBJECT: Past Performance Questionnaire for Lodging Services for Transplant Patients at the Nashville Campus, TVHS in Nashville, Tennessee, NCO 9

PAST PERFORMANCE INSTRUCTIONS

The NCO 9 Network Contracting Activity, Murfreesboro, Tennessee has issued a solicitation to provide Lodging Services for Transplant Patients.

Past performance information will be used to evaluate proposals received. Section A is to be completed by the Offeror. Section A of the enclosed questionnaire lists the contractor who has identified your office as a source to evaluate their past performance. Section A also authorizes release of this information to NCO 9 Network Contracting Activity, Murfreesboro, Tennessee.

The Offeror must provide this entire document to each of its assessors. The Offeror shall only submit with its proposal (by the closing date of the Solicitation) copies of Section A of the questionnaire as provided to the assessors.

Section B in its entirety is to be completed by the assessor(s). An individual assessor knowledgeable of the contractor’s quality of supplies and services rendered is requested to verify, complete the questionnaire, and submit to the Contracting Office. If evaluating more than one contract for the same contractor, use a separate questionnaire for each contract being evaluated.

Because this information is critical to the evaluation process, your time and effort in providing your assessment is greatly appreciated. The questionnaire should be completed as soon as possible but not later than August 24, 2017. Assessor is requested to send electronically to [Lori.Krohn@va.gov](mailto:Lori.Krohn@va.gov). Assessor: **Please so not send this information to the Offeror being evaluated.**

Thank you in advance for your cooperation and expeditious response to this request.

**PAST PERFORMANCE QUESTIONNAIRE**

**SECTION A**: Contractor Information *(to be completed by the contractor for who past performance information is being collected, prior to forwarding to assessors)*

|  |  |
| --- | --- |
| Solicitation Number | VA249-17-R-0132 |
| Project/Requirement | Transplant Living Units |
| Customer/Agency | Department of the Veteran Affairs, NCO 9, Murfreesboro, TN 37219 |

1. Prospective Government Contractor’s\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name and Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

2. Contractor Point of Contact: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

3. Phone number (with area code):\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

4. Assessor Contract Award number: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

5. Description of Services provided under contract: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

6. Contract award date: \_\_\_\_\_\_\_\_\_\_\_ Contract Amount: Initial \_\_\_\_\_\_\_\_\_\_\_Final \_\_\_\_

7. Period of Performance or Delivery Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**ASSESSOR INFORMATION:**

|  |  |
| --- | --- |
| **Assessor Name** |  |
| **Title** |  |
| **Phone Number/Email Address** |  |

8. Authorization is hereby granted to provide the information requested in this questionnaire to NCO 9 Network Contracting Activity, Murfreesboro, Tennessee

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(*Signature)*

*\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*

*(Name and Title of Authorizing Official) (Date)*

**SECTION B**: Assessors Information (*to be completed by assessors.*

***RATING SCALE*** *Definitions*

|  |  |
| --- | --- |
| **Past Performance Evaluation Ratings** | |
| **Rating** | Description |
| **Acceptable (A)** | Based on the offeror’s performance record, the Government has a reasonable expectation that the offeror will successfully perform the required effort, or the offeror’s performance record is unknown. (See note below.) |
| **Unacceptable (U)** | Based on the offeror’s performance record, the Government has no reasonable expectation that the offeror will be able to successfully perform the required effort. |

The questions on the survey (see below) shall be rated in accordance with the definitions provided in the Rating Scale. Any unsatisfactory or marginal rating shall be supplemented with an explanation in the space provided.

**QUALITY OF SERVICE**

1. Rate the contractor’s compliance with contractual requirements. A U

2. Overall rating of contractor quality of service. A U

PLEASE PROVIDE RATIONALE FOR ASSIGNED RATING:

**SCHEDULE**

1. Delivery of service was within required time period specified by

contract requirements. A U

2. Rate the contractor’s ability to control cost and submit invoices.

Are invoices complete, accurate, and timely? A U

PLEASE PROVIDE RATIONALE FOR ASSIGNED RATING:

**BUSINESS RELATIONS**

1. Overall rating of contractor’s business practices (e.g. maintaining

A positive working relationship, business ethics, timely and effectively

Resolution of any problems, etc.) A U

2. Rate the working relationship between contractor’s management,

and your company (i.e. contractor’s history of reasonable and

cooperative behavior, commitment of customer satisfaction; concern

for the interest of the customer). A U

3. Rate the contractor's ability to submit required reports

and/or invoices in a timely manner. A U

4. Rate the contractors responsiveness to customer

complaint resolution. A U

5. Overall rating of contractor’s business relations. A U

PLEASE PROVIDE RATIONALE FOR ASSIGNED RATING:

How would you feel about awarding another contract to this contractor?

\_\_\_\_\_\_ Would not hesitate to award another contract to this contractor.

\_\_\_\_\_\_ Would most likely award another contract to this contractor.

\_\_\_\_\_\_ Would think twice about awarding another contract to this contractor, but would do so if no better alternative existed.

\_\_\_\_\_\_ Do not wish to award another contract to this contractor.

\_\_\_\_\_\_ Would not award another contract to this contractor.

PLEASE PROVIDE RATIONALE FOR ASSIGNED RATING:

Overall Rating of Contractor’s performance (quality, schedule, business relations,) on contract being assessed.

|  |  |
| --- | --- |
| **Acceptable** | **Unacceptable** |
|  |  |

**VII. General Comments:**

**ASSESSOR:**

|  |  |  |
| --- | --- | --- |
| *Identify your role in the contract award or administration and the period of your involvement.* | | |
| ✓ | Role | Period of Involvement | |
|  | Contract Specialist/Contracting Officer |  | |
|  | Technical Project Lead/Project Officer |  | |
|  | OTHERS |  | |

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (*Signature) (Date)*

*\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_* \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

*(Typed or Printed Name) (Organization Name)*

*\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*

(Phone Number) (Organization)

## WAGE DETERMINATION

WD 15-4647 (Rev.-4) was first posted on www.wdol.gov on 03/28/2017

\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*

REGISTER OF WAGE DETERMINATIONS UNDER | U.S. DEPARTMENT OF LABOR

THE SERVICE CONTRACT ACT | EMPLOYMENT STANDARDS ADMINISTRATION

By direction of the Secretary of Labor | WAGE AND HOUR DIVISION

| WASHINGTON D.C. 20210

|

| Wage Determination No.: 2015-4647

Daniel W. Simms Division of | Revision No.: 4

Director Wage Determinations| Date Of Revision: 03/17/2017

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_|\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Note: Under Executive Order (EO) 13658, an hourly minimum wage of $10.20 for

calendar year 2017 applies to all contracts subject to the Service Contract

Act for which the contract is awarded (and any solicitation was issued) on or

after January 1, 2015. If this contract is covered by the EO, the contractor

must pay all workers in any classification listed on this wage determination

at least $10.20 per hour (or the applicable wage rate listed on this wage

determination, if it is higher) for all hours spent performing on the contract

in calendar year 2017. The EO minimum wage rate will be adjusted annually.

Additional information on contractor requirements and worker protections under

the EO is available at www.dol.gov/whd/govcontracts.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

State: Tennessee

Area: Tennessee Counties of Cannon, Cheatham, Davidson, Dickson, Hickman,

Macon, Maury, Robertson, Rutherford, Smith, Sumner, Trousdale, Williamson,

Wilson

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

OCCUPATION CODE - TITLE FOOTNOTE RATE

01000 - Administrative Support And Clerical Occupations

01011 - Accounting Clerk I 13.94

01012 - Accounting Clerk II 15.65

01013 - Accounting Clerk III 17.51

01020 - Administrative Assistant 20.39

01035 - Court Reporter 19.75

01041 - Customer Service Representative I 12.13

01042 - Customer Service Representative II 13.64

01043 - Customer Service Representative III 14.89

01051 - Data Entry Operator I 13.05

01052 - Data Entry Operator II 14.24

01060 - Dispatcher, Motor Vehicle 17.74

01070 - Document Preparation Clerk 13.31

01090 - Duplicating Machine Operator 13.31

01111 - General Clerk I 12.54

01112 - General Clerk II 13.38

01113 - General Clerk III 15.02

01120 - Housing Referral Assistant 18.72

01141 - Messenger Courier 13.38

01191 - Order Clerk I 13.99

01192 - Order Clerk II 15.27

01261 - Personnel Assistant (Employment) I 15.11

01262 - Personnel Assistant (Employment) II 16.90

01263 - Personnel Assistant (Employment) III 18.85

01270 - Production Control Clerk 21.13

01290 - Rental Clerk 11.44

01300 - Scheduler, Maintenance 15.00

01311 - Secretary I 15.00

01312 - Secretary II 17.06

01313 - Secretary III 18.72

01320 - Service Order Dispatcher 15.40

01410 - Supply Technician 20.39

01420 - Survey Worker 14.27

01460 - Switchboard Operator/Receptionist 13.45

01531 - Travel Clerk I 11.31

01532 - Travel Clerk II 11.96

01533 - Travel Clerk III 12.76

01611 - Word Processor I 12.77

01612 - Word Processor II 15.95

01613 - Word Processor III 16.29

05000 - Automotive Service Occupations

05005 - Automobile Body Repairer, Fiberglass 21.51

05010 - Automotive Electrician 19.84

05040 - Automotive Glass Installer 18.19

05070 - Automotive Worker 18.79

05110 - Mobile Equipment Servicer 16.48

05130 - Motor Equipment Metal Mechanic 18.89

05160 - Motor Equipment Metal Worker 19.33

05190 - Motor Vehicle Mechanic 18.89

05220 - Motor Vehicle Mechanic Helper 15.33

05250 - Motor Vehicle Upholstery Worker 17.18

05280 - Motor Vehicle Wrecker 18.17

05310 - Painter, Automotive 18.42

05340 - Radiator Repair Specialist 18.17

05370 - Tire Repairer 13.18

05400 - Transmission Repair Specialist 18.89

07000 - Food Preparation And Service Occupations

07010 - Baker 12.40

07041 - Cook I 10.65

07042 - Cook II 11.91

07070 - Dishwasher 9.25

07130 - Food Service Worker 9.15

07210 - Meat Cutter 14.73

07260 - Waiter/Waitress 8.56

09000 - Furniture Maintenance And Repair Occupations

09010 - Electrostatic Spray Painter 15.86

09040 - Furniture Handler 12.18

09080 - Furniture Refinisher 17.51

09090 - Furniture Refinisher Helper 13.99

09110 - Furniture Repairer, Minor 15.63

09130 - Upholsterer 16.89

11000 - General Services And Support Occupations

11030 - Cleaner, Vehicles 10.12

11060 - Elevator Operator 10.12

11090 - Gardener 14.89

11122 - Housekeeping Aide 10.75

11150 - Janitor 11.30

11210 - Laborer, Grounds Maintenance 11.81

11240 - Maid or Houseman 9.67

11260 - Pruner 10.70

11270 - Tractor Operator 13.97

11330 - Trail Maintenance Worker 11.81

11360 - Window Cleaner 12.54

12000 - Health Occupations

12010 - Ambulance Driver 16.73

12011 - Breath Alcohol Technician 16.39

12012 - Certified Occupational Therapist Assistant 26.50

12015 - Certified Physical Therapist Assistant 26.30

12020 - Dental Assistant 16.56

12025 - Dental Hygienist 27.96

12030 - EKG Technician 24.71

12035 - Electroneurodiagnostic Technologist 24.71

12040 - Emergency Medical Technician 16.73

12071 - Licensed Practical Nurse I 14.65

12072 - Licensed Practical Nurse II 16.39

12073 - Licensed Practical Nurse III 18.28

12100 - Medical Assistant 14.77

12130 - Medical Laboratory Technician 16.91

12160 - Medical Record Clerk 15.14

12190 - Medical Record Technician 16.93

12195 - Medical Transcriptionist 16.66

12210 - Nuclear Medicine Technologist 31.53

12221 - Nursing Assistant I 10.76

12222 - Nursing Assistant II 12.11

12223 - Nursing Assistant III 13.21

12224 - Nursing Assistant IV 14.82

12235 - Optical Dispenser 18.18

12236 - Optical Technician 13.30

12250 - Pharmacy Technician 14.31

12280 - Phlebotomist 13.97

12305 - Radiologic Technologist 24.80

12311 - Registered Nurse I 24.32

12312 - Registered Nurse II 29.75

12313 - Registered Nurse II, Specialist 29.75

12314 - Registered Nurse III 35.99

12315 - Registered Nurse III, Anesthetist 35.99

12316 - Registered Nurse IV 43.13

12317 - Scheduler (Drug and Alcohol Testing) 20.31

12320 - Substance Abuse Treatment Counselor 18.07

13000 - Information And Arts Occupations

13011 - Exhibits Specialist I 17.42

13012 - Exhibits Specialist II 21.58

13013 - Exhibits Specialist III 26.39

13041 - Illustrator I 20.73

13042 - Illustrator II 25.68

13043 - Illustrator III 31.42

13047 - Librarian 25.63

13050 - Library Aide/Clerk 13.05

13054 - Library Information Technology Systems 23.16

Administrator

13058 - Library Technician 16.21

13061 - Media Specialist I 16.70

13062 - Media Specialist II 18.68

13063 - Media Specialist III 20.83

13071 - Photographer I 15.25

13072 - Photographer II 17.06

13073 - Photographer III 21.14

13074 - Photographer IV 25.86

13075 - Photographer V 31.28

13090 - Technical Order Library Clerk 16.39

13110 - Video Teleconference Technician 19.03

14000 - Information Technology Occupations

14041 - Computer Operator I 14.54

14042 - Computer Operator II 16.27

14043 - Computer Operator III 18.13

14044 - Computer Operator IV 20.15

14045 - Computer Operator V 22.35

14071 - Computer Programmer I (see 1) 20.90

14072 - Computer Programmer II (see 1) 24.85

14073 - Computer Programmer III (see 1)

14074 - Computer Programmer IV (see 1)

14101 - Computer Systems Analyst I (see 1)

14102 - Computer Systems Analyst II (see 1)

14103 - Computer Systems Analyst III (see 1)

14150 - Peripheral Equipment Operator 14.54

14160 - Personal Computer Support Technician 21.34

14170 - System Support Specialist 26.93

15000 - Instructional Occupations

15010 - Aircrew Training Devices Instructor (Non-Rated) 30.75

15020 - Aircrew Training Devices Instructor (Rated) 35.78

15030 - Air Crew Training Devices Instructor (Pilot) 42.00

15050 - Computer Based Training Specialist / Instructor 30.75

15060 - Educational Technologist 27.76

15070 - Flight Instructor (Pilot) 42.00

15080 - Graphic Artist 20.56

15085 - Maintenance Test Pilot, Fixed, Jet/Prop 35.06

15086 - Maintenance Test Pilot, Rotary Wing 35.06

15088 - Non-Maintenance Test/Co-Pilot 35.06

15090 - Technical Instructor 20.65

15095 - Technical Instructor/Course Developer 25.26

15110 - Test Proctor 16.67

15120 - Tutor 16.67

16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations

16010 - Assembler 8.56

16030 - Counter Attendant 8.56

16040 - Dry Cleaner 10.75

16070 - Finisher, Flatwork, Machine 8.56

16090 - Presser, Hand 8.56

16110 - Presser, Machine, Drycleaning 8.56

16130 - Presser, Machine, Shirts 8.56

16160 - Presser, Machine, Wearing Apparel, Laundry 8.56

16190 - Sewing Machine Operator 11.42

16220 - Tailor 12.07

16250 - Washer, Machine 9.28

19000 - Machine Tool Operation And Repair Occupations

19010 - Machine-Tool Operator (Tool Room) 19.60

19040 - Tool And Die Maker 23.57

21000 - Materials Handling And Packing Occupations

21020 - Forklift Operator 15.25

21030 - Material Coordinator 21.13

21040 - Material Expediter 21.13

21050 - Material Handling Laborer 12.87

21071 - Order Filler 11.72

21080 - Production Line Worker (Food Processing) 15.25

21110 - Shipping Packer 14.16

21130 - Shipping/Receiving Clerk 14.16

21140 - Store Worker I 12.09

21150 - Stock Clerk 16.36

21210 - Tools And Parts Attendant 15.25

21410 - Warehouse Specialist 15.25

23000 - Mechanics And Maintenance And Repair Occupations

23010 - Aerospace Structural Welder 24.56

23019 - Aircraft Logs and Records Technician 21.64

23021 - Aircraft Mechanic I 23.43

23022 - Aircraft Mechanic II 24.56

23023 - Aircraft Mechanic III 25.61

23040 - Aircraft Mechanic Helper 19.23

23050 - Aircraft, Painter 27.35

23060 - Aircraft Servicer 21.64

23070 - Aircraft Survival Flight Equipment Technician 27.35

23080 - Aircraft Worker 22.84

23091 - Aircrew Life Support Equipment (ALSE) Mechanic 22.84

I

23092 - Aircrew Life Support Equipment (ALSE) Mechanic 23.43

II

23110 - Appliance Mechanic 17.08

23120 - Bicycle Repairer 12.93

23125 - Cable Splicer 33.00

23130 - Carpenter, Maintenance 16.18

23140 - Carpet Layer 19.97

23160 - Electrician, Maintenance 20.20

23181 - Electronics Technician Maintenance I 22.45

23182 - Electronics Technician Maintenance II 23.61

23183 - Electronics Technician Maintenance III 24.86

23260 - Fabric Worker 18.37

23290 - Fire Alarm System Mechanic 20.30

23310 - Fire Extinguisher Repairer 17.30

23311 - Fuel Distribution System Mechanic 26.15

23312 - Fuel Distribution System Operator 20.88

23370 - General Maintenance Worker 17.71

23380 - Ground Support Equipment Mechanic 23.43

23381 - Ground Support Equipment Servicer 21.64

23382 - Ground Support Equipment Worker 22.84

23391 - Gunsmith I 17.30

23392 - Gunsmith II 19.57

23393 - Gunsmith III 21.67

23410 - Heating, Ventilation And Air-Conditioning 20.55

Mechanic

23411 - Heating, Ventilation And Air Contditioning 21.54

Mechanic (Research Facility)

23430 - Heavy Equipment Mechanic 20.03

23440 - Heavy Equipment Operator 17.89

23460 - Instrument Mechanic 21.58

23465 - Laboratory/Shelter Mechanic 18.28

23470 - Laborer 11.33

23510 - Locksmith 18.47

23530 - Machinery Maintenance Mechanic 22.20

23550 - Machinist, Maintenance 19.54

23580 - Maintenance Trades Helper 14.10

23591 - Metrology Technician I 21.58

23592 - Metrology Technician II 22.62

23593 - Metrology Technician III 23.58

23640 - Millwright 25.95

23710 - Office Appliance Repairer 18.89

23760 - Painter, Maintenance 15.86

23790 - Pipefitter, Maintenance 20.65

23810 - Plumber, Maintenance 20.25

23820 - Pneudraulic Systems Mechanic 21.67

23850 - Rigger 20.10

23870 - Scale Mechanic 19.57

23890 - Sheet-Metal Worker, Maintenance 20.10

23910 - Small Engine Mechanic 18.15

23931 - Telecommunications Mechanic I 25.78

23932 - Telecommunications Mechanic II 27.03

23950 - Telephone Lineman 21.91

23960 - Welder, Combination, Maintenance 18.61

23965 - Well Driller 20.71

23970 - Woodcraft Worker 21.67

23980 - Woodworker 16.92

24000 - Personal Needs Occupations

24550 - Case Manager 14.22

24570 - Child Care Attendant 9.31

24580 - Child Care Center Clerk 12.23

24610 - Chore Aide 9.32

24620 - Family Readiness And Support Services 14.22

Coordinator

24630 - Homemaker 14.22

25000 - Plant And System Operations Occupations

25010 - Boiler Tender 26.60

25040 - Sewage Plant Operator 19.22

25070 - Stationary Engineer 26.60

25190 - Ventilation Equipment Tender 18.96

25210 - Water Treatment Plant Operator 19.22

27000 - Protective Service Occupations

27004 - Alarm Monitor 15.70

27007 - Baggage Inspector 11.81

27008 - Corrections Officer 19.20

27010 - Court Security Officer 21.41

27030 - Detection Dog Handler 15.10

27040 - Detention Officer 19.20

27070 - Firefighter 22.20

27101 - Guard I 11.81

27102 - Guard II 15.10

27131 - Police Officer I 19.83

27132 - Police Officer II 21.26

28000 - Recreation Occupations

28041 - Carnival Equipment Operator 12.75

28042 - Carnival Equipment Repairer 13.49

28043 - Carnival Worker 10.06

28210 - Gate Attendant/Gate Tender 14.61

28310 - Lifeguard 11.01

28350 - Park Attendant (Aide) 16.34

28510 - Recreation Aide/Health Facility Attendant 11.93

28515 - Recreation Specialist 15.15

28630 - Sports Official 13.02

28690 - Swimming Pool Operator 17.27

29000 - Stevedoring/Longshoremen Occupational Services

29010 - Blocker And Bracer 18.51

29020 - Hatch Tender 18.51

29030 - Line Handler 18.51

29041 - Stevedore I 17.13

29042 - Stevedore II 20.06

30000 - Technical Occupations

30010 - Air Traffic Control Specialist, Center (HFO) (see 2) 36.49

30011 - Air Traffic Control Specialist, Station (HFO) (see 2) 25.17

30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2) 27.71

30021 - Archeological Technician I 17.35

30022 - Archeological Technician II 19.70

30023 - Archeological Technician III 23.94

30030 - Cartographic Technician 24.40

30040 - Civil Engineering Technician 24.58

30051 - Cryogenic Technician I 23.20

30052 - Cryogenic Technician II 25.61

30061 - Drafter/CAD Operator I 17.35

30062 - Drafter/CAD Operator II 19.70

30063 - Drafter/CAD Operator III 21.97

30064 - Drafter/CAD Operator IV 26.34

30081 - Engineering Technician I 15.25

30082 - Engineering Technician II 16.67

30083 - Engineering Technician III 21.48

30084 - Engineering Technician IV 25.20

30085 - Engineering Technician V 30.90

30086 - Engineering Technician VI 37.37

30090 - Environmental Technician 20.30

30095 - Evidence Control Specialist 20.95

30210 - Laboratory Technician 20.99

30221 - Latent Fingerprint Technician I 24.38

30222 - Latent Fingerprint Technician II 26.92

30240 - Mathematical Technician 24.40

30361 - Paralegal/Legal Assistant I 18.66

30362 - Paralegal/Legal Assistant II 23.11

30363 - Paralegal/Legal Assistant III 25.75

30364 - Paralegal/Legal Assistant IV 31.16

30375 - Petroleum Supply Specialist 25.62

30390 - Photo-Optics Technician 24.40

30395 - Radiation Control Technician 25.62

30461 - Technical Writer I 21.18

30462 - Technical Writer II 25.91

30463 - Technical Writer III 31.35

30491 - Unexploded Ordnance (UXO) Technician I 23.19

30492 - Unexploded Ordnance (UXO) Technician II 28.06

30493 - Unexploded Ordnance (UXO) Technician III 33.63

30494 - Unexploded (UXO) Safety Escort 23.19

30495 - Unexploded (UXO) Sweep Personnel 23.19

30501 - Weather Forecaster I 23.20

30502 - Weather Forecaster II 28.21

30620 - Weather Observer, Combined Upper Air Or (see 2) 21.97

Surface Programs

30621 - Weather Observer, Senior (see 2) 23.57

31000 - Transportation/Mobile Equipment Operation Occupations

31010 - Airplane Pilot 28.06

31020 - Bus Aide 12.14

31030 - Bus Driver 16.43

31043 - Driver Courier 13.81

31260 - Parking and Lot Attendant 9.33

31290 - Shuttle Bus Driver 14.73

31310 - Taxi Driver 10.45

31361 - Truckdriver, Light 14.73

31362 - Truckdriver, Medium 19.71

31363 - Truckdriver, Heavy 18.90

31364 - Truckdriver, Tractor-Trailer 18.90

99000 - Miscellaneous Occupations

99020 - Cabin Safety Specialist 13.68

99030 - Cashier 8.99

99050 - Desk Clerk 9.48

99095 - Embalmer 23.98

99130 - Flight Follower 23.19

99251 - Laboratory Animal Caretaker I 11.14

99252 - Laboratory Animal Caretaker II 11.88

99260 - Marketing Analyst 24.33

99310 - Mortician 23.98

99410 - Pest Controller 15.60

99510 - Photofinishing Worker 13.36

99710 - Recycling Laborer 13.54

99711 - Recycling Specialist 16.01

99730 - Refuse Collector 12.39

99810 - Sales Clerk 11.53

99820 - School Crossing Guard 11.62

99830 - Survey Party Chief 20.65

99831 - Surveying Aide 13.94

99832 - Surveying Technician 18.52

99840 - Vending Machine Attendant 13.86

99841 - Vending Machine Repairer 16.71

99842 - Vending Machine Repairer Helper 13.86

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

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

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

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor, 3 weeks after 10 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (See 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

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

1) COMPUTER EMPLOYEES: Under the SCA at section 8(b), this wage determination does not apply to any employee who individually qualifies as a bona fide executive, administrative, or professional employee as defined in 29 C.F.R. Part 541. Because most Computer System Analysts and Computer Programmers who are compensated at a rate not less than $27.63 (or on a salary or fee basis at a rate not less than $455 per week) an hour would likely qualify as exempt computer professionals, (29 C.F.R. 541. 400) wage rates may not be listed on this wage determination for all occupations within those job families. In addition, because this wage determination may not list a wage rate for some or all occupations within those job families if the survey data indicates that the prevailing wage rate for the occupation equals or exceeds $27.63 per hour conformances may be necessary for certain nonexempt employees. For example, if an individual employee is nonexempt but nevertheless performs duties within the scope of one of the Computer Systems Analyst or Computer Programmer occupations for which this wage determination does not specify an SCA wage rate, then the wage rate for that employee must be conformed in accordance with the conformance procedures described in the conformance note included on this wage determination.

Additionally, because job titles vary widely and change quickly in the computer industry, job titles are not determinative of the application of the computer professional exemption. Therefore, the exemption applies only to computer employees who satisfy the compensation requirements and whose primary duty consists of: (1) The application of systems analysis techniques and procedures, including consulting with users, to determine hardware, software or system functional specifications;

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

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

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

2) AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

\*\* HAZARDOUS PAY DIFFERENTIAL \*\*

An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving re-grading and cleaning of artillery ranges.

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

\*\* UNIFORM ALLOWANCE \*\*

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

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

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

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

\*\* REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RTE, 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 (See 29 CFR 4.6(b)(2)(i)). Such conforming procedures shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees (See 29 CFR 4.6(b)(2)(ii)). The Wage and Hour Division shall make a final determination of conformed classification, wage rate, and/or fringe benefits which shall be paid to all employees performing in the classification from the first day of work on which contract work is performed by them in the classification. Failure to pay such unlisted employees the compensation agreed upon by the interested parties and/or fully determined by the Wage and Hour Division retroactive to the date such class of employees commenced contract work shall be a violation of the Act and this contract. (See 29 CFR 4.6(b)(2)(v)). When multiple wage determinations are included in a contract, a separate SF-1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

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

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

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

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

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

6) Each affected employee shall be furnished by the contractor with a written copy of such determination or it shall be posted as a part of the wage determination (See 29 CFR 4.6(b)(2)(iii)).

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" should be used to compare job definitions to ensure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination (See 29 CFR 4.152(c)(1)).

# SECTION E - SOLICITATION PROVISIONS

## E.1 52.212-1 INSTRUCTIONS TO OFFERORS—COMMERCIAL ITEMS (JAN 2017)

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

(b) *Submission of offers*. Submit signed and dated offers to the office specified in this solicitation at or before the exact time specified in this solicitation. Offers may be submitted on the SF 1449, letterhead stationery, or as otherwise specified in the solicitation. As a minimum, offers must show—

(1) The solicitation number;

(2) The time specified in the solicitation for receipt of offers;

(3) The name, address, and telephone number of the offeror;

(4) A technical description of the items being offered in sufficient detail to evaluate compliance with the requirements in the solicitation. This may include product literature, or other documents, if necessary;

(5) Terms of any express warranty;

(6) Price and any discount terms;

(7) "Remit to" address, if different than mailing address;

(8) A completed copy of the representations and certifications at FAR 52.212-3 (see FAR 52.212-3(b) for those representations and certifications that the offeror shall complete electronically);

(9) Acknowledgment of Solicitation Amendments;

(10) Past performance information, when included as an evaluation factor, to include recent and relevant contracts for the same or similar items and other references (including contract numbers, points of contact with telephone numbers and other relevant information); and

(11) If the offer is not submitted on the SF 1449, include a statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation. Offers that fail to furnish required representations or information, or reject the terms and conditions of the solicitation may be excluded from consideration.

(c) *Period for acceptance of offers*. The offeror agrees to hold the prices in its offer firm for 30 calendar days from the date specified for receipt of offers, unless another time period is specified in an addendum to the solicitation.

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

(e) *Multiple offers.* Offerors are encouraged to submit multiple offers presenting alternative terms and conditions, including alternative line items (provided that the alternative line items are consistent with subpart 4.10 of the Federal Acquisition Regulation), or alternative commercial items for satisfying the requirements of this solicitation. Each offer submitted will be evaluated separately.

(f) Late submissions, modifications, revisions, and withdrawals of offers.

(1) Offerors are responsible for submitting offers, and any modifications, revisions, or withdrawals, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that offers or revisions are due.

(2)(i) Any offer, modification, revision, or withdrawal of an offer received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and—

(A) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of offers; or

(B) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or

(C) If this solicitation is a request for proposals, it was the only proposal received.

(ii) However, a late modification of an otherwise successful offer, that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.

(3) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the offer wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(4) If an emergency or unanticipated event interrupts normal Government processes so that offers cannot be received at the Government office designated for receipt of offers by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation or other notice of an extension of the closing date, the time specified for receipt of offers will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

(5) Offers may be withdrawn by written notice received at any time before the exact time set for receipt of offers. Oral offers in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile offers, offers may be withdrawn via facsimile received at any time before the exact time set for receipt of offers, subject to the conditions specified in the solicitation concerning facsimile offers. An offer may be withdrawn in person by an offeror or its authorized representative if, before the exact time set for receipt of offers, the identity of the person requesting withdrawal is established and the person signs a receipt for the offer.

(g) *Contract award (not applicable to Invitation for Bids).* The Government intends to evaluate offers and award a contract without discussions with offerors. Therefore, the offeror's initial offer should contain the offeror's best terms from a price and technical standpoint. However, the Government reserves the right to conduct discussions if later determined by the Contracting Officer to be necessary. The Government may reject any or all offers if such action is in the public interest; accept other than the lowest offer; and waive informalities and minor irregularities in offers received.

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

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

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

GSA Federal Supply Service Specifications Section

Suite 8100 470 East L'Enfant Plaza, SW

Washington, DC 20407

Telephone (202) 619-8925

Facsimile (202) 619-8978.

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

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

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

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

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

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

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

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

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

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

(j) *Unique entity identifier*. (Applies to all offers exceeding $3,500, and offers of $3,500 or less if the solicitation requires the Contractor to be registered in the System for Award Management (SAM) database.) The Offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation ‘‘Unique Entity Identifier’’ followed by the unique entity identifier that identifies the Offeror’s name and address. The Offeror also shall enter its Electronic Funds Transfer (EFT) indicator, if applicable. The EFT indicator is a four-character suffix to the unique entity identifier. The suffix is assigned at the discretion of the Offeror to establish additional SAM records for identifying alternative EFT accounts (see subpart 32.11) for the same entity. If the Offeror does not have a unique entity identifier, it should contact the entity designated at [www.sam.gov](file:///\\DSI-KB2\KBA_Work\KBs\Dev7\GENTRAC\Segments\www.sam.gov) for unique entity identifier establishment directly to obtain one. The Offeror should indicate that it is an offeror for a Government contract when contacting the entity designated at [www.sam.gov](file:///\\DSI-KB2\KBA_Work\KBs\Dev7\GENTRAC\Segments\www.sam.gov) for establishing the unique entity identifier.

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

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

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

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

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

(4) A summary of the rationale for award;

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

(6) Reasonable responses to relevant questions posed by the debriefed offeror as to whether source-selection procedures set forth in the solicitation, applicable regulations, and other applicable authorities were followed by the agency.

(End of Provision)

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

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

The following provisions are incorporated into 52.212-1 as an addendum to this solicitation:

ADDENDUM to FAR 52.212-1 INSTRUCTIONS TO OFFERORS WITH ANY OR ALL OF THE APPLICABLE PROPOSAL SUBMISSION INSTRUCTIONS TO OFFEROR:

**PLEASE PROVIDE THE FOLLOWING TO LORI KROHN, CONTRACTING OFFICER AT THE ADDRESS IN BLOCK 9 OF THE SF 1449:**

1. Complete blocks 17, 30a, 30b, and 30c of SF 1449 and return.
2. Complete and return Contractor’s Contract Administration Data on Page 4.
3. Complete and return schedule of service/pricing schedule in Section B2, pages 5-6.

Offerors will submit a proposal in two parts via email to [Lori.Krohn@va.gov](mailto:Lori.Krohn@va.gov).

**Part 1 – Technical Proposal addressing all evaluation factors and standard of acceptability – listed  
 in section E.16.**

**Part 2 – Price Proposal.**

Failure to submit the proposal in the above stated parts may result in the proposal not being considered.

(End of provision)

## E.2 52.216-1 TYPE OF CONTRACT (APR 1984)

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

(End of Provision)

## E.3 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

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

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

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

|  |  |  |
| --- | --- | --- |
| **FAR Number** | **Title** | **Date** |
| 52.209-7 | INFORMATION REGARDING RESPONSIBILITY MATTERS | JUL 2013 |

(End of Provision)

## E.4 52.204-16 COMMERCIAL AND GOVERNMENT ENTITY CODE REPORTING (JUL 2016)

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

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

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

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

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

(c) CAGE codes may be obtained via—

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

(2) The DLA Commercial and Government Entity (CAGE) Branch. If registration in SAM is not required for the subject procurement, and the offeror does not otherwise register in SAM, an offeror located in the United States or its outlying areas may request that a CAGE code be assigned by submitting a request at <https://cage.dla.mil>.

(3) The appropriate country codification bureau. Entities located outside the United States and its outlying areas may obtain an NCAGE code by contacting the Codification Bureau in the foreign entity's country if that country is a member of NATO or a sponsored nation. NCAGE codes may be obtained from the NSPA at <https://eportal.nspa.nato.int/AC135Public/scage/CageList.aspx> if the foreign entity's country is not a member of NATO or a sponsored nation. Points of contact for codification bureaus, as well as additional information on obtaining NCAGE codes, are available at <http://www.nato.int/structur/AC/135/main/links/contacts.htm>.

(d) Additional guidance for establishing and maintaining CAGE codes is available at <https://cage.dla.mil>.

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

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

(End of Provision)

## E.5 52.204-17 OWNERSHIP OR CONTROL OF OFFEROR (JUL 2016)

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

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

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

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

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

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

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

(c) If the Offeror indicates “has” in paragraph (b) of this provision, enter the following information:

Immediate owner CAGE code:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

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

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

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

Highest-level owner CAGE code:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Highest-level owner legal name:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

(End of Provision)

## E.6 52.233-2 SERVICE OF PROTEST (SEP 2006)

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

Lori A. Krohn

Contracting Officer

Hand-Carried Address:

Department of Veterans Affairs

NCO 9 Network Contracting Office (90C)

1639 Medical Center Parkway, Suite 400

Murfreesboro TN 37129

Mailing Address:

Department of Veterans Affairs

NCO 9 Network Contracting Office (90C)

1639 Medical Center Parkway, Suite 400

Murfreesboro TN 37129

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

(End of Provision)

## E.7 52.203-98 PROHIBITION ON CONTRACTING WITH ENTITIES THAT REQUIRE CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS—REPRESENTATION (DEVIATION) (FEB 2015)

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

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

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

(End of Provision)

## E.8 52.204-20 PREDECESSOR OF OFFEROR (JUL 2016)

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

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

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

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

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

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

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

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

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

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

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

(End of Provision)

## E.9 52.209-5 CERTIFICATION REGARDING RESPONSIBILITY MATTERS (OCT 2015)

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

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

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

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

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

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

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

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

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

(2) *Examples.*

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

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

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

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

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

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

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

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

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

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

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

(End of Provision)

## E.10 52.209-5 REPRESENTATION BY CORPORATIONS REGARDING AN UNPAID TAX LIABILITY OR A FELONY CONVICTION UNDER ANY FEDERAL LAW (DEVIATION)(MAR 2012)

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

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

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

(b) The Offeror represents that—

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

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

(End of Provision)

## 852.215-70   SERVICE-DISABLED VETERAN-OWNED AND VETERAN-OWNED SMALL BUSINESS EVALUATION FACTORS (JUL 2016)(DEVIATION)

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

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

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

(End of clause)

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

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

(1) Include the name, address, fax number, and telephone number of the protester;

(2) Identify the solicitation and/or contract number;

(3) Include an original signed by the protester or the protester's representative and at least one copy;

(4) Set forth a detailed statement of the legal and factual grounds of the protest, including a description of resulting prejudice to the protester, and provide copies of relevant documents;

(5) Specifically request a ruling of the individual upon whom the protest is served;

(6) State the form of relief requested; and

(7) Provide all information establishing the timeliness of the protest.

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

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

(End of Provision)

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

Deputy Assistant Secretary for Acquisition and Logistics,

Risk Management Team, Department of Veterans Affairs

810 Vermont Avenue, N.W.

Washington, DC 20420

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

Director, Office of Construction and Facilities Management

811 Vermont Avenue, N.W.

Washington, DC 20420

## E.12 VAAR 852.233-71 ALTERNATE PROTEST PROCEDURE (JAN 1998)

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

(End of Provision)

## E.13 VAAR 852.252-70 SOLICITATION PROVISIONS OR CLAUSES INCORPORATED BY REFERENCE (JAN 2008)

The following provisions or clauses incorporated by reference in this solicitation must be completed by the offeror or prospective contractor and submitted with the quotation or offer. Copies of these provisions or clauses are available on the Internet at the Web sites provided in the provision at FAR 52.252-1, Solicitation Provisions Incorporated by Reference, or the clause at FAR 52.252-2, Clauses Incorporated by Reference. Copies may also be obtained from the contracting officer.

(End of Provision)

## E.14 VAAR 852.270-1 REPRESENTATIVES OF CONTRACTING OFFICERS (JAN 2008)

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

(End of Provision)

## E.15 VAAR 852.271-70 NONDISCRIMINATION IN SERVICES PROVIDED TO BENEFICIARIES (JAN 2008)

The contractor agrees to provide all services specified in this contract for any person determined eligible by the Department of Veterans Affairs, regardless of the race, color, religion, sex, or national origin of the person for whom such services are ordered. The contractor further warrants that he/she will not resort to subcontracting as a means of circumventing this provision.

(End of Clause)

## E.16 52.212-2 EVALUATION—COMMERCIAL ITEMS (OCT 2014)

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

Technical Capability/Experience

Past Performance

Price

All proposals will be evaluated pursuant to FAR 15.101-2, Lowest Price Technically Acceptable Source Selection Process, used when best value is expected to result from selection of the technically acceptable proposal with the lowest evaluated price. All proposals will be evaluated for technical acceptability. The Government anticipates a single award under this solicitation.

Offeror shall submit questions in writing by August 24, 2016 to the Contracting Officer via email: lori.krohn@va.gov during normal business hours from 8:00 am to 4:30 pm CST. All questions and responses will be posted to FBO in the form of an amendment to the solicitation.

## EVALUATION FACTORS:

Factor 1: Technical Capability/Experience

Sub-factor 1: Management Overview – Proposal shall include resumes of Key Personnel to include Manager, Safety Officer, and Supervisor of cleaning staff.

Sub-factor 2: Inspection of Premises - The VA will inspect each room prior to contract award to insure compliance with all contract requirements.

Sub-factor 3: Fire Safety Plan - A written fire safety plan will be submitted. Buildings in which space is offered shall be evaluated in accordance with latest editions of the National Fire Codes and Uniform Building Code.

Sub-factor 4: Interior Moisture Prevention & Water Intrusion Event Management Program - The hotel is to have a written interior moisture prevention and water intrusion event management program that includes aggressive drying using mold remediation industry standard type dehumidifiers, fans and drying methods. A written Moisture Prevention & Water Intrusion Plan will be submitted with the proposal.

FACTOR 2: PAST PERFORMANCE. Past Performance will be rated on an “acceptable” or “unacceptable” basis using the ratings in table below.

Offerors are reminded to provide the Past Performance Questionnaire (Attachment 1) to three (3) Business References who have first-hand knowledge of performance relative to the same type of services, dates of contract performance, and total contract amount. Your business references should send this form to Lori A. Krohn, Contracting Officer, at Lori.Krohn@va.gov, no later than August 22, 2016 at 2:00 pm CST.

|  |  |
| --- | --- |
| **Past Performance Evaluation Ratings** | |
| **Rating** | Description |
| **Acceptable** | Based on the offeror’s performance record, the Government has a reasonable expectation that the offeror will successfully perform the required effort, or the offeror’s performance record is unknown. (See note below.) |
| **Unacceptable** | Based on the offeror’s performance record, the Government has no reasonable expectation that the offeror will be able to successfully perform the required effort. |
| **Neutral** | If the offeror is a new entity and none of the principals have relevant work experience, the offeror is considered to have no past performance. In this case the offeror’s performance record is Neutral. Neutral is considered acceptable. |

The past performance evaluation results is an assessment of the offeror’s probability of meeting the minimum past performance solicitation requirements. This assessment is based on the offeror’s record of relevant and recent past performance information that pertain to the products and/or services outlined in the solicitation requirements.

The government may also obtain past performance information through the Past Performance Information Retrieval System (PPIRS) other sources known to the Government.

Factor 3: Price – CO will evaluate price using LPTA process in accordance with FAR 15.101-2 – Lowest Price Technically Acceptable Source Selection Process.

(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.17 52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS—COMMERCIAL ITEMS (JUL 2016)

The Offeror shall complete only paragraph (b) of this provision if the Offeror has completed the annual representations and certification electronically via the System for Award Management (SAM) Website located at <https://www.sam.gov/portal>. If the Offeror has not completed the annual representations and certifications electronically, the Offeror shall complete only paragraphs (c) through (r) of this provision.

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

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

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

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

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

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

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

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

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

(1) PSC 5510, Lumber and Related Basic Wood Materials;

(2) Product or Service Group (PSG) 87, Agricultural Supplies;

(3) PSG 88, Live Animals;

(4) PSG 89, Subsistence;

(5) PSC 9410, Crude Grades of Plant Materials;

(6) PSC 9430, Miscellaneous Crude Animal Products, Inedible;

(7) PSC 9440, Miscellaneous Crude Agricultural and Forestry Products;

(8) PSC 9610, Ores;

(9) PSC 9620, Minerals, Natural and Synthetic; and

(10) PSC 9630, Additive Metal Materials.

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

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

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

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

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

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

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

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

(6) Have been voluntarily suspended.

“Sensitive technology”—

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

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

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

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

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

(1) Means a small business concern—

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

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

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

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

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

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

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

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

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

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

(1) Directly by a parent corporation; or

(2) Through another subsidiary of a parent corporation.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

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

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

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

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

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

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

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

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

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

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

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

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

(2) Foreign End Products:

Line Item No Country of Origin

\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

*[List as necessary]*

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

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

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

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

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

Line Item No. Country of Origin

\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

*[List as necessary]*

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

Other Foreign End Products:

Line Item No. Country of Origin

\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

*[List as necessary]*

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

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

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

Canadian End Products:

Line Item No.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

*[List as necessary]*

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

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

Canadian or Israeli End Products:

Line Item No. Country of Origin

\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

*[List as necessary]*

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

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

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

Line Item No. Country of Origin

\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

*[List as necessary]*

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

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

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

Other End Products:

Line Item No. Country of Origin

\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

*[List as necessary]*

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

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

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

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

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

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

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

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

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

(ii) *Examples.*

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

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

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

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

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

(1) *Listed end products.*

Listed End Product Listed Countries of Origin

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

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

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

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

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

(2) \_\_ Outside the United States.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

[ ] TIN: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

[ ] TIN has been applied for.

[ ] TIN is not required because:

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

[ ] Offeror is an agency or instrumentality of a foreign government;

[ ] Offeror is an agency or instrumentality of the Federal Government.

(4) *Type of organization.*

[ ] Sole proprietorship;

[ ] Partnership;

[ ] Corporate entity (not tax-exempt);

[ ] Corporate entity (tax-exempt);

[ ] Government entity (Federal, State, or local);

[ ] Foreign government;

[ ] International organization per 26 CFR 1.6049-4;

[ ] Other \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

(5) *Common parent.*

[ ] Offeror is not owned or controlled by a common parent;

[ ] Name and TIN of common parent:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(2) The Offeror represents that—

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

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

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

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

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

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

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

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

(End of Provision)