

<b>SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, &amp; 30</b>				1. REQUISITION NO. 552-18-1-6104-0004		PAGE 1 OF 64				
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE		4. ORDER NO.		5. SOLICITATION NUMBER VA250-17-Q-1091		6. SOLICITATION ISSUE DATE 08-23-2017		
7. FOR SOLICITATION INFORMATION CALL:			a. NAME Jennifer Bowden <a href="mailto:Jennifer.bowden@va.gov">Jennifer.bowden@va.gov</a>			b. TELEPHONE NO. (No Collect Calls) 937-268-6511 x3041		8. OFFER DUE DATE/LOCAL TIME 09-22-2017 15:00 EST		
9. ISSUED BY  Department of Veterans Affairs Network Contracting Office (NCO) 10 3140 Governor's Place Blvd., Suite 210 Kettering OH 45409-1337				CODE 36C250		10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED OR <input checked="" type="checkbox"/> SET ASIDE: 100 % FOR: <input checked="" type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM <input type="checkbox"/> EDWOSB <input type="checkbox"/> 8(A) NAICS: 238290 SIZE STANDARD: \$15 Million				
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input checked="" type="checkbox"/> SEE SCHEDULE			12. DISCOUNT TERMS			13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) <input type="checkbox"/>		13b. RATING N/A		
15. DELIVER TO  Department of Veterans Affairs Dayton VA Medical Center Engineering Dept 4100 West Third Street Dayton OH 45428-9000				CODE 36C552		16. ADMINISTERED BY  Department of Veterans Affairs Network Contracting Office (NCO) 10 3140 Governor's Place Blvd. Suite 210 Kettering OH 45409-1337				
17a. CONTRACTOR/OFFEROR  TELEPHONE NO. _____ DUNS: _____ DUNS+4: _____			CODE _____ FACILITY CODE _____		18a. PAYMENT WILL BE MADE BY  Department of Veterans Affairs FMS-VA-2(101) Financial Services Center PO Box 149971 Austin TX 78714-9971  PHONE: _____ FAX: _____				CODE 3600	
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER					<input type="checkbox"/> 18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM					
19. ITEM NO.	20. See CONTINUATION Page SCHEDULE OF SUPPLIES/SERVICES				21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT		
	Site visit is scheduled for Friday Sep 8, 2017 @ 10:00 EST; vendor's will meet in the lobby of building 330.  See schedule and attached PWS  (Use Reverse and/or Attach Additional Sheets as Necessary)									
25. ACCOUNTING AND APPROPRIATION DATA See CONTINUATION Page						26. TOTAL AWARD AMOUNT (For Govt. Use Only)				
<input checked="" type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA					<input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.					
<input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA					<input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED					
<input type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN _____ COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED					<input type="checkbox"/> 29. AWARD OF CONTRACT: REF. _____ OFFER DATED _____ YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN IS ACCEPTED AS TO ITEMS:					
30a. SIGNATURE OF OFFEROR/CONTRACTOR					31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)					
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)			30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT)			31c. DATE SIGNED		

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## SECTION B - CONTINUATION OF SF 1449 BLOCKS

### B.1 CONTRACT ADMINISTRATION DATA

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

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

- a. CONTRACTOR: TBD
- b. GOVERNMENT: Jennifer Bowden, Contract Specialist  
Adam Weber, Contracting Officer

Department of Veterans Affairs  
 Network Contracting Office (NCO) 10  
 3140 Governor's Place Blvd. Suite 210  
 Kettering OH 45409-1337

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

- 52.232-34, Payment by Electronic Funds Transfer—Other Than System for Award Management
- 52.232-36, Payment by Third Party

3. INVOICES: Invoices shall be submitted in arrears:

- a. Quarterly
- b. Semi-Annually
- c. Monthly

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

Department of Veterans Affairs  
 FMS-VA-2(101)  
 Financial Services Center  
 PO Box 149971  
 Austin TX 78714-9971

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

AMENDMENT NO	DATE

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

This solicitation includes FAR 52.219-6, Notice of Total Small Business Set-Aside. Accordingly, any contract resulting from this solicitation will include this clause. The contractor is advised in performing contract administration functions, the CO may use the services of a support contractor(s) retained by VA to assist in assessing the contractor's compliance with the limitations on subcontracting or percentage of work performance requirements specified in the clause. To that end, the support contractor(s) may require access to contractor's offices where the contractor's business records or other proprietary data are retained and to review such business records regarding the contractor's compliance with this requirement. All support contractors conducting this review on behalf of VA will be required to sign an "Information Protection and Non-Disclosure and Disclosure of Conflicts of Interest Agreement" to ensure the contractor's business records or other proprietary data reviewed or obtained in the course of assisting the CO in assessing the contractor for compliance are protected to ensure information or data is not improperly disclosed or other impropriety occurs. Furthermore, if VA determines any services the support contractor(s) will perform in assessing compliance are advisory and assistance services as defined in FAR 2.101, Definitions, the support contractor(s) must also enter into an agreement with the contractor to protect proprietary information as required by FAR 9.505-4, obtaining access to proprietary information, paragraph (b). The contractor is required to cooperate fully and make available any records as may be required to enable the CO to assess the contractor's compliance with the limitations on subcontracting or percentage of work performance requirement.

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

This solicitation includes VAAR 852.215-70, Service-Disabled Veteran-Owned and Veteran-Owned Small Business Evaluation Factors, and VAAR 852.215-71, Evaluation Factor Commitments. Accordingly, any contract resulting from this solicitation will include these clauses. The contractor is advised in performing contract administration functions, the CO may use the services of a support contractor(s) to assist in assessing contractor compliance with the subcontracting commitments incorporated into the contract. To that end, the support contractor(s) may require access to the contractor's business records or other proprietary data to review such business records regarding contract compliance with this requirement. All support contractors conducting this review on behalf of VA will be required to sign an "Information Protection and Non-Disclosure and Disclosure of Conflicts of Interest Agreement" to ensure the contractor's business records or other proprietary data reviewed or obtained in the course of assisting the CO in assessing the contractor for compliance are protected to ensure information or data is not improperly disclosed or other impropriety occurs. Furthermore, if VA determines any services the support contractor(s) will perform in assessing compliance are advisory and assistance services as defined in FAR 2.101, Definitions, the support contractor(s) must also enter into an agreement with the contractor to protect proprietary information as required by FAR 9.505-4, obtaining access to proprietary information, paragraph (b). The contractor is required to cooperate fully and make available any records as may be required to enable the CO to assess the contractor compliance with the subcontracting commitments.

**B.4 PRICE/COST SCHEDULE****ITEM INFORMATION**

<b>ITEM NUMBER</b>	<b>DESCRIPTION OF SUPPLIES/SERVICES</b>	<b>QTY</b>	<b>UNIT</b>	<b>UNIT PRICE</b>	<b>AMOUNT</b>
<b>0001</b>	Elevator Service BASE PERIOD: November 1, 2017 thru October 31, 2018	1	MO		
<b>1001</b>	Elevator Service OPTION PERIOD 1: November 1, 2018 thru October 31, 2019	1	MO		
<b>2001</b>	Elevator Service OPTION PERIOD 2: November 1, 2019 thru October 31, 2020	1	MO		
<b>3001</b>	Elevator Service OPTION PERIOD 3: November 1, 2020 thru October 31, 2021	1	MO		
<b>4001</b>	Elevator Service OPTION PERIOD 4: November 1, 2021 thru October 31, 2022	1	MO		
				<b>GRAND TOTAL</b>	

## SECTION C - CONTRACT CLAUSES

### C.1 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>.

(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.

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

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

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

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

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

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

## **C.3 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.

## **C.4 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)**

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

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

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

### **C.5 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.

### **C.6 VAAR 852.215-71 EVALUATION FACTOR COMMITMENTS (DEC 2009)**

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

### **C.7 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.

## **C.8 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 Ohio. 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.

## **C.9 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> and <http://www.va.gov/oal/library/vaar/>

<b>FAR Number</b>	<b>Title</b>	<b>Date</b>
52.204-18	Commercial and Government Entity Code Maintenance	JUL 2016
52.232-40	Providing Accelerated Payments to Small Business Subcontractors	DEC 2013

## **C.10 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:

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

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

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

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

(5) [Reserved]

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

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

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

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

(10) [Reserved]

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

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

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

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

(13) [Reserved]

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

(ii) Alternate I (NOV 2011).

(iii) Alternate II (NOV 2011).

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

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

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

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

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

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

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

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

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

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

(19) 52.219-14, Limitations on Subcontracting (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).

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

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

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

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

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

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

(28) 52.222-26, Equal Opportunity (SEP 2016) (E.O. 11246).

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

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

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

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

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

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

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

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

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

publish a document in the **Federal Register** advising the public of the termination of the injunction.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(56) 52.232-30, Installment Payments for Commercial Items (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).

(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).

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

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

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

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

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

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

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

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

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

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

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

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

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final

payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

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

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

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

(ii) 52.203-19, 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.

## SECTION E - SOLICITATION PROVISIONS

### E.1 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 and past performance, when combined, are .

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

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

### E.2 52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS—COMMERCIAL ITEMS (JAN 2017)

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) Web site 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 (u) of this provision.

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

*Administrative merits determination* means certain notices or findings of labor law violations issued by an enforcement agency following an investigation. An administrative merits determination may be final or be subject to appeal or further review. To determine whether a particular notice or finding is covered by this definition, it is necessary to consult section II.B. in the DOL Guidance.

*Arbitral award or decision* means an arbitrator or arbitral panel determination that a labor law violation occurred, or that enjoined or restrained a violation of labor law. It includes an award or decision that is not final or is subject to being confirmed, modified, or vacated by a court, and includes an award or decision resulting from private or confidential proceedings. To determine whether a particular award or decision is covered by this definition, it is necessary to consult section II.B. in the DOL Guidance.

*Civil judgment means—*

(1) In paragraph (h) of this provision: A judgment or finding of a civil offense by any court of competent jurisdiction.

(2) In paragraph (s) of this provision: Any judgment or order entered by any Federal or State court in which the court determined that a labor law violation occurred, or enjoined or restrained a violation of labor law. It includes a judgment or order that is not final or is subject to appeal. To determine whether a particular judgment or order is covered by this definition, it is necessary to consult section II.B. in the DOL Guidance.

*DOL Guidance* means the Department of Labor (DOL) Guidance entitled: “Guidance for Executive Order 13673, ‘Fair Pay and Safe Workplaces’ “. The DOL Guidance, dated August 25, 2016, can be obtained from [www.dol.gov/fairpayandsafeworkplaces](http://www.dol.gov/fairpayandsafeworkplaces).

*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.

*Enforcement agency* means any agency granted authority to enforce the Federal labor laws. It includes the enforcement components of DOL (Wage and Hour Division, Office of Federal Contract Compliance Programs, and Occupational Safety and Health Administration), the Equal Employment Opportunity Commission, the Occupational Safety and Health Review Commission, and the National Labor Relations Board. It also means a State agency designated to administer an OSHA-approved State Plan, but only to the extent that the State agency is acting in its capacity as administrator of such plan. It does not include other Federal agencies which, in their capacity as contracting agencies, conduct investigations of potential labor law violations. The enforcement agencies associated with each labor law under E.O. 13673 are—

(1) Department of Labor Wage and Hour Division (WHD) for—

- (i) The Fair Labor Standards Act;
- (ii) The Migrant and Seasonal Agricultural Worker Protection Act;
- (iii) 40 U.S.C. chapter 31, subchapter IV, formerly known as the Davis-Bacon Act;
- (iv) 41 U.S.C. chapter 67, formerly known as the Service Contract Act;
- (v) The Family and Medical Leave Act; and
- (vi) E.O. 13658 of February 12, 2014 (Establishing a Minimum Wage for Contractors);

(2) Department of Labor Occupational Safety and Health Administration (OSHA) for—

- (i) The Occupational Safety and Health Act of 1970; and
- (ii) OSHA-approved State Plans;

(3) Department of Labor Office of Federal Contract Compliance Programs (OFCCP) for—

- (i) Section 503 of the Rehabilitation Act of 1973;

(ii) The Vietnam Era Veterans' Readjustment Assistance Act of 1972 and the Vietnam Era Veterans' Readjustment Assistance Act of 1974; and

(iii) E.O. 11246 of September 24, 1965 (Equal Employment Opportunity);

(4) National Labor Relations Board (NLRB) for the National Labor Relations Act; and

(5) Equal Employment Opportunity Commission (EEOC) for—

(i) Title VII of the Civil Rights Act of 1964;

(ii) The Americans with Disabilities Act of 1990;

(iii) The Age Discrimination in Employment Act of 1967; and

(iv) Section 6(d) of the Fair Labor Standards Act (Equal Pay Act).

*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).

*Labor compliance agreement* means an agreement entered into between a contractor or subcontractor and an enforcement agency to address appropriate remedial measures, compliance assistance, steps to resolve issues to increase compliance with the labor laws, or other related matters.

*Labor laws* means the following labor laws and E.O.s:

(1) The Fair Labor Standards Act.

(2) The Occupational Safety and Health Act (OSHA) of 1970.

(3) The Migrant and Seasonal Agricultural Worker Protection Act.

- (4) The National Labor Relations Act.
- (5) 40 U.S.C. chapter 31, subchapter IV, formerly known as the Davis-Bacon Act.
- (6) 41 U.S.C. chapter 67, formerly known as the Service Contract Act.
- (7) E.O. 11246 of September 24, 1965 (Equal Employment Opportunity).
- (8) Section 503 of the Rehabilitation Act of 1973.
- (9) The Vietnam Era Veterans' Readjustment Assistance Act of 1972 and the Vietnam Era Veterans' Readjustment Assistance Act of 1974.
- (10) The Family and Medical Leave Act.
- (11) Title VII of the Civil Rights Act of 1964.
- (12) The Americans with Disabilities Act of 1990.
- (13) The Age Discrimination in Employment Act of 1967.
- (14) E.O. 13658 of February 12, 2014 (Establishing a Minimum Wage for Contractors).
- (15) Equivalent State laws as defined in the DOL Guidance. (The only equivalent State laws implemented in the FAR are OSHA-approved State Plans, which can be found at [www.osha.gov/dcsp/osp/approved\\_state\\_plans.html](http://www.osha.gov/dcsp/osp/approved_state_plans.html)).

*Labor law decision* means an administrative merits determination, arbitral award or decision, or civil judgment, which resulted from a violation of one or more of the laws listed in the definition of “labor laws”.

*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.

**Note to paragraph (a):** By a court order issued on October 24, 2016, the following definitions in this paragraph (a) are enjoined indefinitely as of the date of the order: “Administrative merits determination”, “Arbitral award or decision”, paragraph (2) of “Civil judgment”, “DOL Guidance”, “Enforcement agency”, “Labor compliance agreement”, “Labor laws”, and “Labor law decision”. The enjoined definitions 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.

(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
_____	_____
_____	_____
_____	_____

(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
_____	_____
_____	_____
_____	_____

(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
_____	_____
_____	_____
_____	_____

(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.
_____
_____
_____

(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
_____	_____
_____	_____
_____	_____

(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
_____	_____
_____	_____
_____	_____

(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
_____	_____
_____	_____
_____	_____

(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).*

Listed End Product    Listed Countries of Origin

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

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

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

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

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

(2)  Outside the United States.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(2) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the

payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

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

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

TIN has been applied for.

TIN is not required because:

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

Offeror is an agency or instrumentality of a foreign government;

Offeror is an agency or instrumentality of the Federal Government.

(4) *Type of organization.*

Sole proprietorship;

Partnership;

Corporate entity (not tax-exempt);

Corporate entity (tax-exempt);

Government entity (Federal, State, or local);

Foreign government;

International organization per 26 CFR 1.6049-4;

Other \_\_\_\_\_.

(5) *Common parent.*

Offeror is not owned or controlled by a common parent;

Name and TIN of common parent:

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

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

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

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

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

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

(i) It [ ] is, [ ] is not an inverted domestic corporation; and

(ii) It [ ] is, [ ] is not a subsidiary of an inverted domestic corporation.

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

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

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

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

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

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

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

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

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

(p) *Ownership or Control of Offeror.* (Applies in all solicitations when there is a requirement to be registered in SAM or a requirement to have a unique entity identifier 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).*

(s) *Representation regarding compliance with labor laws (Executive Order 13673).* If the offeror is a joint venture that is not itself a separate legal entity, each concern participating in the joint venture shall separately comply with the requirements of this provision.

(1)(i) For solicitations issued on or after October 25, 2016 through April 24, 2017: The Offeror [ ] does [ ] does not anticipate submitting an offer with an estimated contract value of greater than \$50 million.

(ii) For solicitations issued after April 24, 2017: The Offeror [ ] does [ ] does not anticipate submitting an offer with an estimated contract value of greater than \$500,000.

(2) If the Offeror checked “does” in paragraph (s)(1)(i) or (ii) of this provision, the Offeror represents to the best of the Offeror's knowledge and belief [Offeror to check appropriate block]:

[ ](i) There has been no administrative merits determination, arbitral award or decision, or civil judgment for any labor law violation(s) rendered against the offeror (see definitions in paragraph (a) of this section) during the period beginning on October 25, 2015 to the date of the offer, or for three years preceding the date of the offer, whichever period is shorter; or

[ ](ii) There has been an administrative merits determination, arbitral award or decision, or civil judgment for any labor law violation(s) rendered against the Offeror during the period beginning on October 25, 2015 to the date of the offer, or for three years preceding the date of the offer, whichever period is shorter.

(3)(i) If the box at paragraph (s)(2)(ii) of this provision is checked and the Contracting Officer has initiated a responsibility determination and has requested additional information, the Offeror shall provide--

(A) The following information for each disclosed labor law decision in the System for Award Management (SAM) at [www.sam.gov](http://www.sam.gov), unless the information is already current, accurate, and complete in SAM. This information will be publicly available in the Federal Awardee Performance and Integrity Information System (FAPIIS):

(1) The labor law violated.

(2) The case number, inspection number, charge number, docket number, or other unique identification number.

(3) The date rendered.

(4) The name of the court, arbitrator(s), agency, board, or commission that rendered the determination or decision;

(B) The administrative merits determination, arbitral award or decision, or civil judgment document, to the Contracting Officer, if the Contracting Officer requires it;

(C) In SAM, such additional information as the Offeror deems necessary to demonstrate its responsibility, including mitigating factors and remedial measures such as offeror actions taken to address the violations, labor compliance agreements, and other steps taken to achieve compliance with labor laws. Offerors may provide explanatory text and upload documents. This information will not be made public unless the contractor determines that it wants the information to be made public; and

(D) The information in paragraphs (s)(3)(i)(A) and (s)(3)(i)(C) of this provision to the Contracting Officer, if the Offeror meets an exception to SAM registration (see FAR 4.1102(a)).

(ii)(A) The Contracting Officer will consider all information provided under (s)(3)(i) of this provision as part of making a responsibility determination.

(B) A representation that any labor law decision(s) were rendered against the Offeror will not necessarily result in withholding of an award under this solicitation. Failure of the Offeror to furnish a representation or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(C) The representation in paragraph (s)(2) 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 representation, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation in accordance with the procedures set forth in FAR 12.403.

(4) The Offeror shall provide immediate written notice to the Contracting Officer if at any time prior to contract award the Offeror learns that its representation at paragraph (s)(2) of this provision is no longer accurate.

(5) The representation in paragraph (s)(2) of this provision will be public information in the Federal Awardee Performance and Integrity Information System (FAPIIS).

**Note to paragraph (s):** By a court order issued on October 24, 2016, this paragraph (s) 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.

(t) *Public Disclosure of Greenhouse Gas Emissions and Reduction Goals.* Applies in all solicitations that require offerors to register in SAM (52.212-1(k)).

(1) This representation shall be completed if the Offeror received \$7.5 million or more in contract awards in the prior Federal fiscal year. The representation is optional if the Offeror received less than \$7.5 million in Federal contract awards in the prior Federal fiscal year.

(2) Representation. [Offeror to check applicable block(s) in paragraph (t)(2)(i) and (ii)]. (i) The Offeror (itself or through its immediate owner or highest-level owner) [ ] does, [ ] does not publicly disclose greenhouse gas emissions, i.e., makes available on a publicly accessible Web site the results of a greenhouse gas inventory, performed in accordance with an accounting standard with publicly available and consistently applied criteria, such as the Greenhouse Gas Protocol Corporate Standard.

(ii) The Offeror (itself or through its immediate owner or highest-level owner) [ ] does, [ ] does not publicly disclose a quantitative greenhouse gas emissions reduction goal, i.e., make available on a publicly accessible Web site a target to reduce absolute emissions or emissions intensity by a specific quantity or percentage.

(iii) A publicly accessible Web site includes the Offeror's own Web site or a recognized, third-party greenhouse gas emissions reporting program.

(3) If the Offeror checked "does" in paragraphs (t)(2)(i) or (t)(2)(ii) of this provision, respectively, the Offeror shall provide the publicly accessible Web site(s) where greenhouse gas emissions and/or reduction goals are reported: \_\_\_\_\_.

(u)(1) In accordance with 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), Government agencies are not permitted to use appropriated (or otherwise made available) funds for contracts with an entity that requires employees or subcontractors of such entity seeking to report waste, fraud, 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.

(2) The prohibition in paragraph (u)(1) of this provision does not contravene requirements applicable to Standard Form 312 (Classified Information Nondisclosure Agreement), Form 4414 (Sensitive Compartmented Information Nondisclosure Agreement), or any other form issued by a Federal department or agency governing the nondisclosure of classified information.

(3) Representation. By submission of its offer, the Offeror represents that it will not require its employees or subcontractors to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting waste, fraud, or abuse related to the performance of a Government contract to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information (e.g., agency Office of the Inspector General).

WD 68-0300 (Rev.-58) was first posted on [www.wdol.gov](http://www.wdol.gov) on 06/13/2017 Elevator Services

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REGISTER OF WAGE DETERMINATIONS UNDER | U.S. DEPARTMENT OF LABOR  
 THE SERVICE CONTRACT ACT | EMPLOYMENT STANDARDS ADMINISTRATION  
 By direction of the Secretary of Labor | WAGE AND HOUR DIVISION  
 | WASHINGTON, D.C. 20210  
 Daniel W. Simms Division of Wage | Wage Determination No: 1968-0300  
 Director Determinations | Revision No: 58  
 | Date of Revision: 06/07/2017

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Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.20 for calendar year 2017 applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2017. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

States: Indiana, Kentucky, Ohio

Area: Indiana Counties of Dearborn, Ohio, Switzerland, Kentucky Counties of Boone, Bracken, Campbell, Gallatin, Grant, Kenton, Mason, Pendleton Ohio Counties of Adams, Brown, Butler, Clermont, Clinton, Darke, Greene, Hamilton, Highland, Miami, Montgomery, Preble, Scioto, Shelby, Warren

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

OCCUPATION CODE -	TITLE	FOOTNOTE	RATE
23210 -	Elevator Repairer		42.97

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

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$15.275 per hour for all hours worked

VACATION: Annual vacation pay is accrued as follows: After 6 months but less than 5 years of service in the industry, 6 percent of regular hourly rate for all hours worked, not to exceed 120 hours pay; more than 5 years of service in the industry, 8 percent of regular hourly rate for all hours worked, at least 160hours vacation pay. Maximum hours of vacation pay are applicable to an employee who works 1750 hours or more but less than 2000 hours in the year.

HOLIDAYS: A minimum of eight paid holidays per year: New Year's Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, the Day after 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)

PENSION: Elevator Pension \$9.46 per hour.

401(K) Annuity \$6.25 per hour for all hours worked.

Elevator Education Fund \$.60 per hour for all hours worked.

Elevator - Work Preservation Fund \$.30.

**UNITED STATES DEPARTMENT OF VETERANS AFFAIRS  
PERFORMANCE WORK STATEMENT  
FOR VERTICAL TRANSPORTATION EQUIPMENT MAINTENANCE  
DAYTON VA MEDICAL CENTER**

**PART I - GENERAL**

**1.1 GENERAL INTENTION**

- A. The intention of this Performance Work Statement (PWS) is to obtain maintenance and repair services, safety inspections and testing for Vertical Transportation Equipment (VTE) at the Dayton Veterans Affairs Medical Center (VA) by means of a firm fixed price/indefinite quantity **Contract with a base year and four (4) option years.**

**1.2 GENERAL REQUIREMENTS**

- A. Contractor shall provide all management, supervision, labor, parts, material, tools, incidental engineering services, and transportation necessary to perform maintenance, overtime pay, weekend and holiday premium pay, repair, inspection, testing, and component replacement to keep the vertical transportation equipment operating as originally specified by the equipment manufacturer and/or as modified when a deviation is required but only with the written consent of the VA.
- B. Contractor, without additional expense to the Government, shall obtain all licenses, permits, and insurance required to perform the work in this Contract. Contractor shall comply with all applicable federal, state, and local laws. Evidence of insurance, licenses, and permits shall be provided to the Contracting Officer before work commences.

**1.3 CODES and STANDARDS**

- A. The publications listed form a part of this Contract. Elevators shall meet the requirements of the code editions published and adopted by the U. S. Department of Veterans Affairs on the date the installation Contract was signed or when alterations were performed.
- B. Elevator Industry Field Employees' Safety Handbook
- C. International Building Code (IBC)
- D. American Society of Mechanical Engineers (ASME):
  - A17.1--Safety Code for Elevators and Escalators
  - A17.2--Inspectors Manual for Electric Elevators and Escalators
  - A17.3--Safety Code for Existing Elevators and Escalators
  - A17.5--Elevator and Escalator Electrical Equipment
  - A17.6--Standard for Elevator Suspension, Compensation, and Governors
  - A18.1--Safety Standard for Platform Lifts and Stairway Chairlifts
  - QEI-1--Standard for the Qualification of Elevator Inspectors
- E. National Fire Protection Association (NFPA):
  - NFPA 13--Standard for the Installation of Sprinkler Systems
  - NFPA 70--National Electrical Code (NEC)
  - NFPA 72--National Fire Alarm and Signaling Code
  - NFPA 101-Life Safety Code
  - NFPA 252-Fire Test of Door Assemblies

#### 1.4 DEFINITIONS/ACRONYMS

ANSI – American National Standards Institute

ASME – American Society of Mechanical Engineers

CONTRACTOR – General Contractor, Elevator Contractor, and Subcontractors

CO – Contracting Officer

COR – Contracting Officer’s Representative

ELEVATOR MECHANIC/TECHNICIAN – See Section 1.7 Paragraph C.

FAR – Federal Acquisition Regulation

HEPA – High Efficiency Particulate Air filter

LEADS – Law Enforcement Agency Data System

MCP – Maintenance Control Program provided by Contractor

MSDS – Material Safety Data Sheet provided by Contractor

NAESA – National Association of Elevator Safety Authorities

NEC – National Electric Code

NFPA – National Fire Protection Association

NTP – Notice to Proceed

OSHA – Occupational Safety and Health Administration

PO – Purchase Order issued by the CO/COR

PPE – Personal Protective Equipment

QAP – Quality Assurance Program provided by Contracting Officer

QCP – Quality Control program provided by Contractor

QEI-1 – Qualified Elevator Inspector certified by ANSI/ASME

VA – United States Department of Veterans Affairs

VAMC – Veterans Affairs Medical Center

VTE – Vertical Transportation Equipment – Passenger Elevator, Service Elevator, Freight Elevator, Cart lift, Dumbwaiter, Platform Lift, and Dock Leveler, Referred to in text as elevators.

#### 1.5 EXCLUSIONS

- A. Equipment, components, and parts not installed under this Contract shall not be removed, replaced, or deficiencies corrected while still under the manufacturer’s or installer’s warranty, without prior approval of the Contracting Officer.
- B. Installation of new attachments recommended or required by inspectors, insurance agencies or VA/Government Authorities.
- C. Repair or replacement of elevator equipment due to natural disaster, vandalism, negligence, or misuse by persons other than the Contractor, its representative and employees. Contractor shall obtain written approval by the CO/COR prior to related repairs. Payment will not be made for any unauthorized work.
- D. Replacement of underground hydraulic piping or hydraulic cylinder.
- E. Cleaning, refinishing, repair, and replacement of cab enclosures, hoistway enclosures, door frames, exposed sills, and cab flooring.
- F. Repair or replacement of elevator pit sump pumps, machine room and hoist way light fixtures, heat/ventilation/air conditioning systems (HVAC), fire/smoke/heat alarm systems and sprinkler systems.

- G. Power supplies from the elevator controller to its source.
- H. Communication lines from the elevator controller to its source.
- I. For clarification, any item not specifically excluded shall be considered the Contractor's responsibility.
- J. CO/COR must approve in advance all repairs not covered under this Contract. Contractor shall prepare an estimate of parts, labor, transportation, and shipping costs. If approved, CO/COR shall issue a separate Purchase Order (PO) in advance of undertaking such work. No invoice will be paid without prior approval and specific PO issued in advance of work.
- K. There shall be no borrowing of parts (i.e., removing a part off of an elevator unit, whether in it is in service or not, to correct a deficiency on another elevator unit) except in an emergency (i.e., entrapment, etc.) or with written consent from the VA.

#### 1.6 GOVERNMENT FURNISHED PROPERTY, MATERIALS, and SERVICES

- A. VAMC will not provide office space or operational facilities to the Contractor. The Contractor shall secure and maintain the necessary office space and other facilities required for the performance of this Contract at his/her own expense.
- B. VAMC will not provide tools or equipment to the Contractor. The Contractor shall furnish all tools required for the performance of this Contract.
- C. VAMC will not provide any materials to the Contractor.
- D. VAMC will furnish the following services at existing outlets, for use in those facilities provided by the VA/VAMC and as required for the work to be performed under this Contract: electricity, fresh water, sewage service, and non-hazardous refuse collection (from existing collection points). Disposal of equipment and construction debris is the responsibility of the Contractor.
- E. Bidders/Offerors shall be given the opportunity to inspect the premises by the CO/COR, prior to submitting their offers to be fully aware of the scope of services required. Upon Contract award, the Contractor accepts "as is" all elevator equipment specified in the Contract, except items that the CO/COR and the Contractor agree shall be excluded from the Contract. Failure to inspect the elevators prior to Contract award will not relieve the Contractor from performing services/repairs in accordance with the strict intent and meaning of this Contract.

#### 1.7 CONTRACTOR REQUIREMENTS

- A. Contractor is currently engaged in maintenance, repair, inspection, and testing of vertical transportation equipment. Contractor shall have a minimum of five (5) years within the last seven (7) years of successful experience maintaining elevator equipment identical or like the vertical transportation equipment listed in this Contract. Offerors shall submit references for the five (5) years of experience including names, addresses, and telephone numbers of specific companies and key personnel to contact.
- B. The Contractor shall provide a Contract Manager who shall be responsible for the performance of the work. The name of the Contract manager and an alternate shall be designated in writing to the CO/COR prior to the Contract start date. Changes to personnel shall be submitted to the Government within five (5) work days of the changes. The Contract Manager or alternate shall have full authority to act on all Contract

matters relating to the daily operation of the Contract. The Contract Manager or alternate shall be available to speak/meet with the CO or COR within 24 hours of request during normal operating hours, and or within the next business day after Friday or a Federal holiday.

- C. Contractor shall provide Elevator Mechanics/Technicians who have completed an Apprenticeship Program and Mechanic/Technician Examination approved and certified by the U.S. Department of Labor. Certified Elevator Mechanics/Technicians shall have technical qualifications of at least five (5) years of successful experience in the elevator industry. Apprentices shall be actively pursuing Certified Elevator Mechanic/Technician status. Certificates shall be submitted to the CO/COR.
- D. All employees of the Contractor performing work under this Contract at the VAMC for more than forty (40) hours over Contract period shall have completed up to one hour of Infectious Control training provided by the VAMC.
- E. All employees of the Contractor shall have completed the 10-hour OSHA Safety Course. Certificates shall be submitted to the CO/COR.
- F. The selection, assignment, and management of Contractor's employees are the responsibility of the Contractor. The Contractor shall not employ any individual identified as a potential threat to the health, safety, security, and general wellbeing, or operation of the VAMC facility or personnel. The Contractor is fully responsible for the performance and conduct of his/her employees always. The Contractor shall not allow any employee to perform work under this Contract while under the influence of alcohol, drugs, or any other incapacitating agent.

#### 1.8 BACKGROUND CHECKS and IDENTIFICATION BADGES

- A. Contractor and Subcontractor personnel that work on any VAMC property must consent to Background Checks or shall be denied access to the VAMC facilities. Information required to conduct a Background Check includes: full name, driver's license number and/or social security number, date of birth, and completion of a background check questionnaire.
- B. Contractors shall ensure their employees and those of their Subcontractors have the proper credentials allowing them to work in the United States. The Contractor shall not be entitled to any compensation for delay or expenses associated with this requirement and are not excused from proceeding with the Contract.
- C. Department of Veterans Affairs requires all Contractor employees to have a VAMC issued Identification Badge and wear it always while at the VAMC facilities. This ID badge shall be issued by the VAMC security office under its rule for issuance. Contractor personnel shall present a neat appearance and be easily recognized as a Contractor employee by wearing distinctive clothing bearing the name of the company and a VAMC issued ID badge. When an employee leaves the Contractor's service or the Contract is terminated, the employee's badge shall be returned to the VAMC immediately.

#### 1.9 EMERGENCY TELEPHONE NUMBERS

- A. The Contractor shall provide the CO/COR with pertinent emergency telephone numbers in order to summon assistance in the event of an emergency. At least one of the emergency telephone numbers shall be manned twenty-four (24) hours per day, 365 days per year. This information shall be provided in writing to the CO/COR.

## **PART II – MAINTENANCE SERVICES**

### **2.1 EXISTING DEFICIENCIES**

- A. Immediately after award of the Contract and no later than 30-days thereafter, the Contractor and the VA shall conduct a thorough inspection of all of the elevators (see Section VII Below) and develop a list of existing deficiencies and required corrective actions. Any work listed on this survey will NOT be the responsibility of the Contractor under the terms of this Contract. Instead, the Government will work with the Contractor on developing a cost proposal and plan for making all the identified corrections/repairs and pay for the work under a separate Purchase Order.
- B. Items to be included in the deficiency list include replacement or repair of all elevator related equipment, parts and appurtenances located downstream of the service connections. This includes all elevator related mechanical, electrical and control systems located in the machine room, hoist way, cab or lobby down to the lowest component including, but not limited to, signal system devices and fixtures, signal devices including hall buttons, hall lanterns, operating panels, intercommunication system, telephones, position indicators, dials, bells, buzzers, gongs, and light bulbs, buttons, button light, chimes, audio annunciators, key switches, traveling cables, data cables and electrical cables.
- C. If a deficiency is not identified in the inspection and 30-days have passed since award of the Contract, the deficiency shall be covered under this Contract.
- D. Once the deficiencies identified in 2.1.A have been corrected, any future service, maintenance or replacement required for these same items will be covered under this Contract.

### **2.2 MAINTENANCE SERVICE**

- A. Contractor shall provide complete maintenance service, safety inspections, and tests on each elevator at the Dayton VAMC (see Section VII Elevator Schedule) for the period required under the Contract. Maintenance work shall be performed by Certified Elevator Mechanics/Technicians and Apprentices.
- B. Contractor shall have in his possession throughout the term of the Contract all diagnostic equipment necessary to fully maintain, test, repair, adjust or reprogram the systems.
- C. Contractor shall maintain a complete set of current and legible schematic wiring diagrams in each elevator machine room for each elevator contained therein. If any of the required schematic wiring diagrams are not available at the time of Contract award it shall be the responsibility of the VAMC to provide them at no cost to the Contractor. Wiring diagrams shall be modified to reflect any changes made by the Contractor after receiving written approval by the CO/COR to make the changes. Modifications made to any controls shall be dated and recorded on the VAMC wiring diagrams. The wiring diagrams will remain property of the VAMC.
- D. Contractor shall not make any alteration or additions to the equipment without prior written approval from the CO/COR.
- E. Contractor shall provide tools, equipment, specialty items and other items that may be necessary to perform the tasks required under this Contract. Any parts not available from the manufacturer due to obsolescence remain the Contractor's responsibility to replace from another source.

- F. Contractor shall provide lubricants, fluids, fasteners, cleaning supplies, paints (low VOC only), and all other supplies necessary to perform the services required in this Contract. Lubricants shall be only those products recommended by the manufacturer of the equipment or equal.
- G. Contractor shall maintain the specified equipment in like new condition and good working order in accordance with best possible industry standards by examining, adjusting, lubricating as required, and if conditions warrant, clean, and repair or replace the components of the equipment as follows:
1. Machines, worm gear, thrust bearing, drive sheave, shaft bearings, brake assembly and brake coil, contacts, linings and component parts.
  2. Motor and motor generator, motor windings, rotating elements, commutators, brushes, brush holders, and bearings.
  3. Silicon control rectifiers, reactors, filters, heat sinks, amp traps, transducers and all control components.
  4. Controller, selector and dispatching equipment, all relays, solid state components, resistors, condensers, transformers, contacts, leads, dash pots, timing devices, computer and microprocessor devices, steel selector cable or tape, and mechanical and electrical driving equipment.
  5. Governors, governor sheaves and shaft assemblies, bearings, contacts and governor jaws.
  6. Deflector or secondary sheaves, sheave bearings, car and counterweight guide rails, top and bottom limit switches, governor tension sheave assembly, compensating sheave assembly, counterweight and counterweight guide shoes including rollers or gibs.
  7. Equalize tension, shorten or replace hoisting ropes and governor ropes where necessary to maintain the safety factor required by code.
  8. Hoist way door interlocks, rollers and hangers, bottom door guides and door closing devices.
  9. Automatic power-operated door operator, car door hanger, car door contact, door protective device, load weighing equipment, car frame, car safety mechanism, platform, wood platform flooring, elevator car guide shoes, gibs or rollers, ceiling fan/blower and grill.
  10. Signal system devices and fixtures, signal devices including hall buttons, hall lanterns, operating panels, intercommunication system, telephones, position indicators, dials, bells, buzzers, gongs, and light bulbs, buttons, button light, chimes, audio annunciators, key switches, traveling cables, data cables and electrical cables.
  11. General and Emergency lighting within the cab, above the cab or in the hoist way including; bulbs, fixtures, batteries, trickle charger and related wiring and components.
  12. Elevator operating devices for fire emergency operation and emergency power operation.
  13. Re-calibrate and reset load weighing devices after annual and five-year safety tests and as needed between tests.

14. Replace conductor cables and hoist way and elevator machine room wiring.
  15. Ensure lubricants meet the specific manufacturer's requirements for the equipment.
  16. Check the group dispatching systems and make necessary tests to insure that all circuits and time settings are properly adjusted and that the system performs as designed and installed by the manufacturer. Adjust and maintain revised settings upon written direction by VAMC.
  17. If the mechanic deems it necessary to add hydraulic oil to any elevator while providing maintenance service under this purchase order, notify the CO/COR within 24 hours after adding more than two gallons of such fluid. Provide written documentation as to the cause of the loss of hydraulic oil, including the remedy to prevent further loss to the CO/COR.
  18. Pumps and pump motors, operating valves, valve motors, motor windings, leveling valves, plunger packing, shutoff valves, exposed piping, hydraulic fluid tanks and oil recovery systems.
  19. Filters, mufflers, and muffler components.
  20. Repair or replace conductor cables, elevator hoist way wiring and machine room elevator wiring.
  21. Car tops, machine room floors, and machine room equipment shall be cleaned monthly. Accumulated rubbish shall be removed from the pits monthly. A general cleaning of the entire installation including all machine room equipment and hoist way equipment shall be accomplished annually. Cleaning supplies and a HEPA vacuum cleaner shall be furnished by the Contractor.
  22. Telephone, data and intercom lines serving IT, Phone, Elopement System or any other system located within the hoist way or the cab.
- H. Contractor shall immediately notify the Engineering COTR of any equipment or environmental conditions which impair or jeopardize the safe and continuous functioning of the equipment.
- I. If work is required that is outside of the Scope of this Contract, the Contractor shall submit a detailed cost estimate for the required repairs to the CO/COR. Contractor shall not proceed with such work, except for an emergency situation such as entrapment, without the written consent of the CO/COR and receipt of a separate Purchase Order to cover the cost of the additional work.

### 2.3 CALLBACK SERVICE

- A. Contractor shall respond to all callbacks and be prepared to take corrective action at the site within 1 hour for passenger entrapments and 2 hours for all other service calls.
- B. Callbacks hours are not to take time away from preventive maintenance hours required under this Contract.
- C. Equipment malfunctions shall be corrected the same day that the service call was issued. If circumstances beyond the Contractor's control preclude resolution of the problem that day, the CO/COR must be notified in writing with an explanation of the delay.

- D. Repair or work proposals not covered under this Contract must be authorized in advance by the CO/COR and may be performed during normal hours of operation. The work shall be accomplished at the hourly rates specified in the pricing schedule. Charges for parts and materials shall be accompanied with a copy of the invoice and shall be billed at the actual cost plus a maximum 10% pass-through markup for Contractor.

#### 2.4 ELEVATOR OUT-OF-SERVICE

- A. Notify Facilities Management Service (Boiler Plant After-Hours), Police (After-Hours) and the CO/COR, either by phone or in person, before removing an elevator from service. If work requires more than one day, daily notification will be made. Notify Facilities Management Service and the CO/COR when placing the elevator back in service.
- B. When an elevator is taken out of service, appropriate signage shall be installed at each entry door to notify elevator users of the interruption. Contractor shall provide signage and post in a manner which does not damage paint or other finishes. Upon completion, all signage shall be immediately removed.
- C. All tests, inspections, or maintenance repairs that will remove an elevator from service shall be scheduled in advance with the CO/COR.
- D. Under no circumstances will any shutdown or breakdown last longer than five (5) consecutive working days, from initial notification to the Contractor, without prior approval of the CO/COR.

#### 2.5 PERFORMANCE STANDARDS

- A. Contract speed and brake to brake flight time shall be maintained as originally installed and adjusted.
- B. Maintain smooth starting, stopping, and leveling accuracy of 3mm (1/8") for all elevators.
- C. Opening times, closing times and door close torques of all elevators shall be maintained within the limits of ASME A17.1 Code with a minimum of stand open time consistent with traffic demands.
- D. Door reversal on all elevators equipped with mechanical safety shoes shall always be initiated with the stroke of the shoe. Ensure all electric eyes or door detectors are working at all times.
- E. Variable car and hall door open times shall be maintained in accordance with original field adjustments. Deviations from this will not be permitted unless requested and/or approved by the CO/COR.
- F. As needed or at a minimum on an annual basis, a computerized elevator analyzer or similar type event recorder shall be utilized to record the hall waiting time at each landing and other data necessary to verify the system is operating at peak efficiency for all elevators covered under the Contract. The Contractor shall submit an annual written report and certificate of compliance. Results shall be submitted and labeled as to floor, time, date and identification of all other data and shall be delivered together with an analysis of the tapes/disks to the CO/COR.
- G. Contractor shall ensure that the original operating criteria is maintained at all times for each elevator including, but not limited to, the following:
  - 1. Maximum capacity in pounds;
  - 2. Rated speed in feet per minute;
  - 3. Performance time measured brake to brake;

4. Door operation;
5. Traffic handling capabilities;
6. Response times;
7. Ride quality.

## 2.6 CARD READER SYSTEM

Maintenance for card reader system is not included in this Contract.

## 2.7 SPARE PARTS

- A. An adequate supply of new spare parts shall be maintained by the Contractor at all times to ensure prompt preventive maintenance and repair services.
- B. All parts and materials shall be of the original manufacturer's design and PWS, or equal thereto. All lubricants shall be the same as or equal to those recommended by the manufacturer.
- C. If it becomes evident during a guarantee period that device is not functioning properly in accordance with manufacturer's or VAMC PWS requirements, or if in the opinion of Contracting Officer, excessive maintenance and attention must be employed to keep device operational, that device shall be removed and a new device meeting all requirements shall be installed.
- D. All parts and supplies stored in the elevator machine rooms shall be kept in enclosed metal cabinets. Flammable materials shall be stored in fire rated cabinets provided by the Contractor.

## **PART III – DOCUMENTATION**

### 3.1 COMPUTER DATA BASE

- A. Contractor shall store all information in a computer database. The data shall be configured so that all entries relate to one another i.e., "parts" to "work", can be crossed referenced.
- B. Minimum database requirements:
  1. All maintenance and service ticket information.
  2. An inventory of all significant parts used during maintenance and the vertical lifting device each part was installed on.
  3. Each technician visit, name(s), time of arrival, time of departure and nature of the visit, routine maintenance or trouble call, etc.
  4. All parts used, all work performed, all tests performed, lists of deficiencies found during maintenance and inspections shall be maintained in the database for each vertical lifting device.
  5. All Preventative Maintenance records shall be maintained in the database.
  6. A record of the Firefighter's Service Tests, for monthly and yearly tests, starting October to September shall be maintained in the database.
  7. All information in the database shall be available to the government within twenty-four (24) hours of being requested.

8. At the end of the annual Contract period the Contractor shall turn over a full report of the contents of the database to the CO/COR.
9. All reports shall be sent via email to the CO/COR.
10. Service and emergency personnel shall report to the CO/COR or authorized representative upon arrival at the hospital and again upon completion of the required work. Service tickets shall identify the piece of equipment, description of problem, explanation of corrective measures taken, and the date and time the unit was returned to regular service. A copy of the work ticket containing a complete description of the work performed shall be given to the CO/COR or authorized representative.

### 3.2 WRITTEN MAINTENANCE RECORDS

- A. The elevator Contractor shall maintain a “Log Book” in
- B. each elevator machine room. The log shall list the date and time of all weekly examinations and all trouble calls. Each trouble call shall be fully described including the nature of the call, necessary correction performed or parts replaced.
- C. The elevator Contractor shall record in the log book all tests conducted, technicians performing the tests, and the results of the tests including any deficiencies found. This is in addition to recording this information in the Data Base.
- D. A Written “Maintenance Control Program” shall be in place to maintain the equipment in compliance with ASME A17.1 Section 8.6.
- E. The Contractor shall post a check chart for each elevator in each machine room in a conspicuous place, in the room containing the equipment controller. These check charts shall list each elevator component showing a schedule of the manufacturer’s recommended frequency of inspection of each component on a weekly, monthly, quarterly, semi-annual, and annual. Entries shall indicate the status of and schedule for which work was performed. The check chart shall be kept up to date at all times and must be initialed and dated by the Contractor’s employee to indicate that the work has been accomplished. A check chart shall be available for review by the CO/COR and the Contractor will physically show the CO/COR the completed work on request.

### 3.3 MAINTENANCE AND INSPECTION SERVICES:

- A. Contractor shall develop and submit to the Government an annual written Maintenance Control Program (MCP) for each elevator within thirty (30) calendar days after contract award to cover the basic contract and any option periods. The MCP shall, at a minimum, include required inspections, timelines for inspections and maintenance to be performed for all item listed in ATTACHMENT #1: PREVENTATIVE MAINTENANCE CHECKLIST. The Contractor shall perform inspections and maintenance of all elevators in accordance with the MCP. The MCP shall ensure compliance with all minimum code requirements including fire recall, ASME A17.1 Appendix N tests and other safety/maintenance testing as required by the manufacturer.
- B. Contractor shall perform maintenance in accordance with the MCP to ensure reliable and continuous safe operation. The maintenance work shall be in accordance with commercial practices or manufacturer’s PWSs, if available, and shall be intended to maintain the elevator in safe and reliable operating condition. The MCP is required to specify appropriate intervals for the specific maintenance items listed in ATTACHMENT #1: PREVENTATIVE MAINTENANCE CHECKLIST.

- C. Cleaning of equipment spaces and daily cleanup of job sites in conjunction with maintenance, inspections and tests, and repairs are required.
- D. Contractor shall perform necessary inspections and tests as required under ASME A17.1 Appendix N, using a Qualified Elevator Inspector (QEI). The first quarterly test shall include the five-(5)-year test for all traction and roped hydraulic elevators regardless of due date.
- E. Government may perform inspections of the elevators at no cost to the Contractor for purposes of capital asset management and quality assurance. If discrepancies are discovered during these inspections, the Contractor will be notified in writing of any determination and shall be responsible for the corrective actions covered under this Contract.
- F. The Contractor shall prepare and submit a written report within two (2) business days of each quarterly visit. The report shall identify each elevator, the location, maintenance work performed, repairs needed, date of inspection, name of inspector, and overall condition of the elevator.
- G. The Contractor shall maintain a copy of all current elevator inspection documentation, along with an index indicating the location, date inspected, and date of the next required inspection to be located in the machine room for the elevators covered and a copy provided to the COR.

#### 3.4 MAINTENANCE, REPAIR, and CALLBACK TICKETS

- A. Contractor shall have all maintenance tickets signed by the CO/COR. In the event of after-hours maintenance, Contractor shall have the maintenance ticket signed by the Administrative Officer of the Day (AOD).
- B. Contractor shall instruct his personnel that when they perform work under this Contract, they shall comply with the following procedures:
  - 1. Upon arrival at the facility, Contractor shall check in with the CO/COR that Facility Management Service will be aware of Contractor's presence at the facility at all times.
  - 2. Pick up the key ring which contains keys that will access any lock on the elevators and open access doors to elevator maintenance spaces. This key ring shall be returned before maintenance personnel leave the VAMC.
  - 3. Contractor shall have a service ticket on each service call signed by CO/COR. Service tickets shall identify the respective piece of equipment, description of problem, description of corrective measures taken, date and time unit was returned to regular service. Signed maintenance, repair, callback tickets are required to verify hours on site. Without signed tickets hours billed will not be paid.

### **PART IV – SAFETY, INSPECTION and TESTING**

#### 4.1 INJURY and ACCIDENT REPORTS

- A. Contractor shall immediately report to the CO/COR in a manner and on the forms prescribed by the VAMC all accidents resulting in injury, trauma, death, hazardous exposures, and occupational disease involving an elevator or its maintenance.

- B. Written reports for all incidents shall be provided within five (5) working days and include the cause, what, where, and when the incident occurred as well as repairs and tests performed to correct the cause of the incident.

#### 4.2 SAFETY

- A. Contractor shall adhere to all OSHA, EPA, NFPA Life Safety Codes, and all other regulatory requirements.
- B. In performance of this Contract, the Contractor shall follow VAMC safety policy and standards for safe work practices, and take such safety precautions as the VAMC Safety Officer or designee or the CO/COR may determine to be reasonably necessary to protect the lives and health of occupants of the building. The Contractor shall comply with VAMC smoking policy, which designates all interior space as NO-SMOKING areas.
- C. The Contractor shall treat all elevator pits as “Permit Required Confined Space” and shall follow all OSHA requirements and VAMC requirements when entering such spaces. Elevator pits may be reclassified as a Confined Space as outlined in VA policy 138-08-S5; such policy shall be followed carefully. VAMC will provide special training to Contractor on expectations of this policy which will include completion and posting of the permit every time an elevator pit is entered.
- D. Patient, employee, visitor, and Contractor personnel safety shall be maintained at all times. The Contractor is responsible for the safety and health of his/her employees. The Contractor shall comply with all applicable OSHA safety and health standards. The Contractor shall replace all safety guards, equipment, devices, etc. removed to service or repair the elevator immediately after completion of work or when leaving the job unattended.
- E. The Contractor shall submit to the Contracting Officer, prior to the start of the Contract, the Material Safety Data Sheets (MSDS) for all potentially hazardous materials (lubricants, cleaners, fluids, etc.) to be used in the facility in performance of the Contract, and will not use, in the facility, such materials which have not been so cleared in advance with the VAMC. MSDS for new chemicals shall be furnished prior to the arrival of the chemical on site. The Contractor shall maintain a copy of all MSDS in each elevator machine room to assure compliance with all laws and requirements regarding the “Right to Know” law.
- F. Contractor is responsible to identify, provide and maintain all personal protective equipment (PPE) required to perform the duties outlined in the Contract. In addition, the Contractor is responsible for identifying and providing all applicable safety programs required to perform the work i.e., lockout/tag out, confined space entry, universal precautions, etc. Training required for safety programs and the proper use of PPE shall be provided by employer, and documentation maintained by the Contractor.
- G. The Contractor shall obtain a Hot Work Permit from the Safety staff or the CO/COR in advance whenever soldering, welding, grinding, and using a cutting torch, or other open flame, spark or heat producing equipment is used. The Contractor is required to follow all requirements outlined for the issuance of the Hot Work Permit.
- H. Contractor shall be notified of any non-compliance with safety regulations. The Contractor shall, after receipt of such notice, immediately correct the condition and notify the Contracting Officer in writing that the condition has been corrected. If, in the opinion of the CO/COR or the VAMC Safety Officer the condition is life threatening he/she shall instruct the Contractor to stop work until the condition has been corrected. If the

Contractor fails or refuses to comply promptly, the Contracting Officer may issue an order halting all or any part of the work, and Contractor may be held in default. The Contractor bears all costs of stop-work time and correcting safety hazards.

- I. Contractor shall reinstall guards or equipment panels, removed to perform maintenance, on the equipment before putting it back into service.

#### 4.3 SAFETY INSPECTIONS AND TESTING

- A. Category Five tests shall be performed by the elevator Contractor and witnessed by an ANSI/ASME QE-1 Certified Elevator Inspector Contracted by the VAMC.
  1. Contractor shall perform all safety tests and other tests and inspections as recommended and required by ASME A17.1 "Safety Code For Elevators and Escalators" using Table N-1 "Recommended inspection and test intervals in 'Months'" and ASME A17.2 "Inspectors' Manual For Electric Elevators" latest edition.
  2. The certified inspector will provide a report of all deficiencies found that the VAMC or elevator Contractor is required to correct.
  3. The results of ALL tests shall be recorded in the "Record of Elevator Testing" and a summary delivered upon request to the CO/COR.
- B. The Contractor shall identify the date of the last Three Year and Five Year Load Tests on each elevator tag and plan to perform the following:
  1. Contractor shall assist and accompany any third party elevator safety inspector, provided by the Government, during the Three Year and Five Year Load Tests required by ASME A17.1/A17.2. These tests will be performed under the direction of an appointed third party elevator inspector having area jurisdiction and appointed under separate contract by the VA and may involve 2 or more days of work.
  2. Contracting Officer or COR will notify the Contractor of the dates when the above inspections/tests will be performed at least ten (10) working days ahead of the scheduled dates of the inspections.
  3. Contractor shall be responsible for furnishing all necessary weights, labor, and means of transportation of the weights throughout the medical center, as directed by the inspector and as required for the successful completion of the inspections.
  4. Contractor shall operate all elevators during the inspection/test under the direction of the third-party elevator inspector as require for the inspection/test.
  5. Contractor work with the inspector on developing a list of repairs required as a result of the testing. Contractor shall coordinate with the COR concerning time frame for repairs and adjustment identified during the inspection that are covered under this Contract which shall be completed in a timely manner. All repairs outside of the Contract will be handled under a separate Purchase Order.
  6. Any repairs or adjustments necessary to complete a test and return the elevator to service shall be performed by the Contractor at no additional expense to the Medical Center.
  7. Contractor shall attach tags after testing as required by ASME A17.1 and A17.2.

8. All elevators provided with firefighters' service shall be subjected to monthly Phase I "Emergency Recall Operation" and a minimum of one floor operation on Phase II "Emergency In-car Operation" to assure the system is maintained in proper operating order in accordance with ASME A17.1. The Contractor shall conduct these tests as required and the results shall be recorded in the MCP under "Record of Elevator Testing" with a copy provided to the COR and a companion separate document maintained in the elevator machine room.
- C. All tests or inspections that will remove the elevator from normal operation shall be scheduled in advance with the CO/COR. Recurring tests such as "Emergency Recall Operation" may have a standard recurring schedule approved and applicable through the term of this agreement.

#### 4.4 INFECTIOUS CONTROL - CLEANING and PAINTING

- A. To carry out its mission as a health care facility, the VAMC maintains the highest level of cleanliness as a part of its Infectious Control Program to insure that patient health is not compromised. The Contractor shall maintain the elevator shafts, elevator pits, equipment rooms and equipment room access to these standards and comply with all other reasonable requests of the CO/COR related to Infectious Control measures.
- B. Within the first three (3) months this Contract is in effect, the Contractor shall thoroughly clean the following: all elevator hoist ways, pits, car tops, machine rooms and equipment including controller interiors and air filters. All car and hoist way door hardware shall be cleaned, lubricated, and adjusted.
- C. All floors including elevator pits and steps shall be swept, mopped, and vacuumed using a HEPA vacuum cleaner as often as necessary to prevent accumulation of dirt, oil, and grease.
- D. All walls, ledges, handrails, storage cabinets, fences, elevator shaft walls, and other surfaces shall be kept clean using a HEPA vacuum cleaner and damp cloths. Cleaning shall be performed as often as needed to remove dust and dirt from surfaces.
- E. Elevator equipment, including control cabinets, motors, door operating mechanisms, and car tops shall be wiped down with damp cloths and vacuumed with a HEPA vacuum as to remove any dust or dirt accumulation. Before cleaning is performed ascertain if any build up indicates a problem with the equipment and requires service or repair.
- F. The exterior of the machinery and any other parts of the equipment subject to rust shall be properly painted. Any surfaces, particularly floors, steps and handrails that have a dull or worn appearance after cleaning shall be painted so that cleaning efforts are evident.
- G. CO/COR shall periodically inspect equipment and equipment spaces for cleanliness. The inspection shall consist of a visual observation to detect any accumulation of dust on any surface required to be kept clean under this Contract.
- H. Debris, rubbish, and recyclable material resulting from work under this Contract may be disposed of on VAMC property at the direction of the CO/COR or off site at the option of the Contractor. The Contractor must dispose of all hazardous waste in accordance with the Resource Conservation and Recovery Act and its associated state and local regulations.

## **PART V - QUALITY CONTROL**

### **5.1 QUALITY CONTROL PROGRAM**

- A. Contractor shall establish a complete Quality Control Program to assure the requirements of the Contract are provided as specified. The Contractor shall submit this program to the CO/COR, for acceptance within ten (10) days of Notice to Proceed. QCP shall be in compliance with the Maintenance Control Program as required by ASME A17.1 Section 8.6. The program shall include the following:
  - 1. An inspection system covering all the services described in the Contract. A checklist used for inspecting Contract performance during scheduled or unscheduled inspections and the name(s) of the individual(s) who will perform the inspection.
  - 2. The checklist shall include every area of the Contractor's operation as well as every task required to be performed.
  - 3. A system for identifying and correcting deficiencies before the level of performance becomes unacceptable and/or the Medical Center inspectors point out the deficiencies.
  - 4. A file of all inspections conducted by the Contractor and the corrective action taken. This documentation shall be made available to the VAMC upon request, at any time during the term of the Contract.

## **PART VI – PAYMENT**

### **6.1 PAYMENT FOR VERIFIABLE WORK COVERED UNDER THE CONTRACT**

- A. Payment for all of the work covered under this Contract shall be made on a lump-sum basis for a one-year period billed on a monthly basis. Payment will include compensation for all labor, materials, parts, tools, equipment, transportation, supervision, administration, insurance, third-party testers, certifications, licenses, travel and all costs incurred directly or indirectly by the Contractor in an effort to complete the work of this Contract.
- B. Payment will be made in arrears of the specified billing period after receipt of a properly prepared invoice, provided all required work, including preventive maintenance, submission of reports and all other requirements for the period in questions have been performed in accordance with contract stipulations, and can be verified with service reports signed by VA Engineering COTR or designee.
- C. Contractors failure to schedule and perform a PM within the specified time interval shall be considered non-compliance with terms of contract, and VA will deduct proportionately from payments for services missed. Criticality of this equipment requires that continued such failure will necessitate holding Contractor in default and the VA obtaining suitable service via separate means.

### **6.2 PAYMENT FOR WORK NOT COVERED UNDER THE CONTRACT**

- A. Unless otherwise directed by the CO or unless acting in a good faith effort to perform emergency work (i.e., life, safety, entrapment, etc.), the Contractor shall not perform any work outside of the Scope of this Contract without authorization from the CO/COR and the issuance of a separate Purchase Order. Failure to receive prior approval for out-of-scope work will most likely result in the denial of compensation.

**PART VII - SCHEDULE OF ELEVATORS**

<b>Equip Name</b>	<b>Equip Cat</b>	<b>MFG</b>	<b>Model</b>	<b>BLDG</b>	<b>ROOM</b>	<b>IN SERVICE DATE</b>
Elevator 33	Passenger	Motion Control, Inc.	Passenger	115	BLDG 115	1989
Elevator 22	Passenger	Motion Control, Inc.	HMC-1000 Series PHC	126	B126	2003
Elevator F18	Service	Motion Control, Inc.	Freight	126	126	2003
Elevator 9	Passenger	Motion Control, Inc.	Passenger	302	BLDG 302	2004
Elevator 10	Service	Motion Control, Inc.	IMC-SCR	302	BLDG 302	2004
Elevator 23	Passenger	Motion Control, Inc.	Passenger	307	BLDG 307	2011
Elevator 24	Passenger	Motion Control, Inc.	VFMC-1000-PTC	310	BLDG 310	2004
Elevator 25	Passenger	Motion Control, Inc.	VFMC-1000-PTC	310	BLDG 310	2004
Elevator 34	Service	Elevator Controls Co.	H-800	310	ER	2004
Elevator 31	Passenger	Motion Control, Inc.	Passenger	315	BLDG 315 N	2011
Elevator 32	Passenger	Motion Control, Inc.	Passenger	315	BLDG 315 S	2011
Elevator 29	Passenger	Montgomery Elevator Company	Passenger	320	1D106	2012
Elevator 30	Passenger	Montgomery Elevator Company	Passenger	320	1D106	2012
Elevator P1	Passenger	Montgomery Elevator Company	Passenger	330	10A100A	1988
Elevator P2	Passenger	Montgomery Elevator Company	Passenger	330	10A100A	1988
Elevator P3	Passenger	Montgomery Elevator Company	Passenger	330	10A100A	1988
Elevator P4	Passenger	Montgomery Elevator Company	Passenger	330	10A100A	1988
Elevator P5	Passenger	Montgomery Elevator Company	Passenger	330	10A100A	1988
Elevator P6	Passenger	Montgomery Elevator Company	Passenger	330	10A100A	1988
Elevator S1	Service	Montgomery Elevator Company	Passenger	330	10A100A	1988
Elevator S2	Service	Montgomery Elevator Company	Passenger	330	10A100A	1988
Elevator S3	Service	Montgomery Elevator Company	Passenger	330	10A100A	1988
Elevator S4	Service	Montgomery Elevator Company	Passenger	330	10A100A	1988
Elevator S5	Service	Montgomery Elevator Company	Passenger	330	10A100A	1988
Cartlift 1	Cart Lift	Montgomery Elevator Company	Cartlift	330	10A100A	1988
Cartlift 2	Cart Lift	Montgomery Elevator Company	Cartlift	330	10A100A	1988
Elevator 11	Passenger	Otis Elevator Company	Passenger	400	BLDG 400 Attic	2009

Elevator 19	Passenger	Motion Control, Inc.	HMC-1000 Series PHC	401	BLDG 401	2003
Elevator 20	Passenger	Schindler Elevator Corp.	Passenger	402	BLDG 402	2008
Elevator 12	Passenger	Motion Control, Inc.	Passenger	408	BLDG 408	2011
Elevator 13	Passenger	Smart Rise Technologies	Smart Rise	409	BLDG 409	2012
Elevator 14	Passenger	Smart Rise Technologies	Smart Rise	409	BLDG 409	2012
Elevator 15	Passenger	Smart Rise Technologies	Smart Rise	410	BLDG 410	2013
Elevator 16	Passenger	Smart Rise Technologies	Smart Rise	410	BLDG 410	2013
Elevator F17	Service	Swift Instruments, Inc.	Swift Meridian	411	BLDG 411	2004
Elevator 21	Passenger	Otis Elevator Company	Passenger	412	BLDG 412	1961
Dumbwaiter 2	Dumbwaiter	D.A. Matot, Inc.	Dumbwaiter	310	SURGERY/LAB	1979

