

<b>SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, &amp; 30</b>				1. REQUISITION NO. 556-18-2-5001-0003		PAGE 1 OF 70	
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE		4. ORDER NO.		5. SOLICITATION NUMBER 36C25218Q0317	
6. SOLICITATION ISSUE DATE 12-15-2017		7. FOR SOLICITATION INFORMATION CALL:		a. NAME GREENFIELD, NAQIKAH		b. TELEPHONE NO. (No Collect Calls) 224-610-3283	
8. OFFER DUE DATE/LOCAL TIME 12-27-2017 10:00AM		9. ISSUED BY Department of Veterans Affairs Great Lakes Acquisition Center (GLAC) 3001 Green Bay Road Building 1, Room 326 North Chicago IL 60064-3048		CODE 36C252		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: 561710 SIZE STANDARD: \$11 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	
14. METHOD OF SOLICITATION <input checked="" type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP		15. DELIVER TO Department of Veterans Affairs Captain James A. Lovell Federal Health Care Center (FHCC) 3001 Green Bay Road North Chicago IL 60064-3048		CODE 36C252		16. ADMINISTERED BY See Block 9	
17a. CONTRACTOR/OFFEROR TELEPHONE NO. _____ DUNS: _____ DUNS+4: _____		FACILITY CODE _____		18a. PAYMENT WILL BE MADE BY Department of Veterans Affairs Financial Services Center PO Box 149971 Austin TX 78714-9971 PHONE: 877-353-9791 FAX: 512-460-5540		CODE _____	
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	
		Pest Control Services at the Captain James A. Lovell Federal Health Care Center (FHCC) in North Chicago, IL in accordance with the Statement of Work.  Service Contract Labor Standards Apply DOL WD 15-4395 (Rev. 4), dated 7/25/2017  100% Veteran Owned Small Business Set-Aside  (Use Reverse and/or Attach Additional Sheets as Necessary)					
25. ACCOUNTING AND APPROPRIATION DATA 556-3680169-5001-756400-2542 070056100				26. TOTAL AWARD AMOUNT (For Govt. Use Only)			
27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA <input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.				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			
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN <u>1</u> COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED				29. AWARD OF CONTRACT: REF. _____ OFFER DATED _____, YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN IS ACCEPTED AS TO ITEMS:			
30a. SIGNATURE OF OFFEROR/CONTRACTOR				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)			
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)		30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) Paul M. Selvert Contracting Officer		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: \_\_\_\_\_ (Contractor's Name)  
 \_\_\_\_\_ (Address)  
 \_\_\_\_\_ (City-State-Zip)  
 \_\_\_\_\_ (Point of Contact/Title)

PHONE NUMBER: \_\_\_\_\_  
 FAX NUMBER: \_\_\_\_\_  
 E-MAIL ADDRESS: \_\_\_\_\_  
 DUNS NUMBER NO. \_\_\_\_\_  
 FSS CONTRACT NO. \_\_\_\_\_

b. GOVERNMENT: Paul M. Seivert, Contracting Officer  
 Department of Veterans Affairs  
 Great Lakes Acquisition Center (GLAC)-North Chicago IL  
 3001 Green Bay Road  
 Building 1  
 North Chicago, IL 60064-3048

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

52.232-33, Payment by Electronic Funds Transfer—System for Award Management (Jul. 2013)

3. INVOICES: Invoices shall be submitted in arrears upon inspection and acceptance of services in accordance with:

- a. 852.232-72 ELECTRONIC SUBMISSION OF PAYMENT REQUESTS (NOV 2012)
- b. Contractor shall submit an electronic invoice by the tenth (10<sup>th</sup>) of the following month services were performed to the Veterans Affairs Financial Services Center (VAFSC) e-Invoice through the website at <https://portal.ob10.com/Login.aspx>. For questions regarding the submission of VA electronic invoices, Tungsten Network customer service may be contacted at 1-877-489-6135.
- c. The invoice sent to Tungsten Network shall reference the vendor name and address, customer name, task order number, appropriate obligation/funding order number, description of services provided, unit price, the extended price, and the total invoice cost. Invoices shall also include any payment discount terms.
- d. For questions regarding invoice receipt or payment, please call VAFSC directly at 1-877-353-9791 or email [vafscshd@va.gov](mailto:vafscshd@va.gov). Payments shall be made in arrears upon inspection and acceptance of services and upon receipt of a properly prepared invoice.

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

AMENDMENT	DATE
<u>A00001</u>	<u>12/22/2017</u>
<u>A00002</u>	<u>12/26/2017</u>
<u>A00003</u>	<u>12/27/2017</u>

Offers shall be submitted via e-mail to [Naqikah.Greenfield@va.gov](mailto:Naqikah.Greenfield@va.gov). A signed and dated 1449 must be included along with all other information requested herein by the due date and time. Offers must be received by the date and time specified in Block 8. CAUTION – Late submissions, Modifications and Withdrawals: See provision 52.212-1. All offers are subject to all terms and conditions of this solicitation.

**ACQUISITION OF COMMERCIAL ITEMS:**

This Request for Quote (RFQ) solicitation is issued under the authority of FAR Part 13.5 Test Program for Certain Commercial Items in which simplified acquisition procedures in FAR Part 13 will be used. FAR Part 14 and 15 will not be used.

**TYPE OF CONTRACT:**

VA anticipates award of a negotiated Firm Fixed Price contract based on the contents of this solicitation. This contract is subject to availability of VA funds. The successful contractor shall be responsible for requirements in accordance with the terms, conditions, provision and specifications of this contract for the period specified in the schedule.

**SPECIAL NOTE:**

In order to maintain integrity of this solicitation and subsequent award date, all offerors are advised that any questions must be submitted in written form via e-mail to [Naqikah.Greenfield@va.gov](mailto:Naqikah.Greenfield@va.gov) to the Adminstrating Contracting Specialist no later than FRIDAY, DECEMBER 22, 2017 AT 1:00 PM CST. Contracting will issue a consolidated response via solicitation amendment to [www.fbo.gov](http://www.fbo.gov) within 1 business day to all parties.

**SITE VISIT:**

It is strongly suggested that the offeror inspect the campus to be serviced to fully understand the nature of the work and the conditions under which the work is to be performed. In no case shall failure to inspect the campus constitute grounds for a claim after contract award. Participation in the site visit **is not** required to submit an offer. SITE VISIT IS SCHEDULED FOR THURSDAY, DECEMBER 21, 2017 AT 9:30 AM CST, RSVP VIA EMAIL TO THE CONTRACT SPECIALIST BY 5:00PM CST ON WEDNESDAY, DECEMBER 20, 2017. THE SITE VISIT WILL BE HELD AT THE FOLLOWING ADDRESS:

Captain James A. Lovell Federal Health Care Center (FHCC)  
3001 Green Bay Road, Building 1 Lobby  
North Chicago, Illinois 60064

Point of Contact: Naqikah Greenfield, Contract Specialist  
[Naqikah.greenfield@va.gov](mailto:Naqikah.greenfield@va.gov)  
(224) 610-3283

**BASIS OF AWARD:**

The Government intends to award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation is the **LOWEST PRICE, TECHNICALLY ACCEPTABLE** pursuant to FAR 13.106. CONTRACTORS SHALL SUBMIT ADDITIONAL INFORMATION AS REQUIRED IN ADDENDUM TO FAR 52.212-1 PAGES 49-52 INTRUCTIONS TO OFFERORS—

COMMERCIAL ITEMS AND GENERAL INSTRUCTIONS TO OFFERORS AT PAGES 46-52 IN ORDER TO BE GIVEN FULL CONSIDERATION FOR AWARD.

**CONTRACT ADMINISTRATION:**

The Contracting Officer is the only person authorized to approve changes or modify any of the requirements under this order. The Contractor shall communicate with the Contracting Officer on all matters pertaining to task order administration. Only the Contracting Officer is authorized to make commitment or issue changes that will affect price, quantity or quality of performance of this order. In the event the Contractor effects any such change at the direction of any person other than the Contracting Officer, the change shall be considered to have been made without authority and no adjustment will be made in the order price to cover any increase in cost incurred thereof.

**SECURITY & PRIVACY CONTROL:**

The Certification & Accreditation (C&A) requirements of VHA Handbook 6500.6 do not apply to this requirement, therefore, a Security Accreditation Package is not required.

If there are any questions related to privacy, please have a member of your staff contact the VA Privacy Service at (202) 461-6309. If there are any questions related to the information security, please have a member of your staff contact the Office of Cyber Security at (304) 262-7733.

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

This solicitation includes VAAR 852.219-10 VA Notice of Total Veteran-Owned Small Business Set-Aside. Accordingly, any contract resulting from this solicitation will include this clause. The contractor is advised in performing contract administration functions, the CO may use the services of a support contractor(s) retained by VA to assist in assessing the contractor's compliance with the limitations on subcontracting or percentage of work performance requirements specified in the clause. To that end, the support contractor(s) may require access to contractor's offices where the contractor's business records or other proprietary data are retained and to review such business records regarding the contractor's compliance with this requirement. All support contractors conducting this review on behalf of VA will be required to sign an "Information Protection and Non-Disclosure and Disclosure of Conflicts of Interest Agreement" to ensure the contractor's business records or other proprietary data reviewed or obtained in the course of assisting the CO in assessing the contractor for compliance are protected to ensure information or data is not improperly disclosed or other impropriety occurs. Furthermore, if VA determines any services the support contractor(s) will perform in assessing compliance are advisory and assistance services as defined in FAR 2.101, Definitions, the support contractor(s) must also enter into an agreement with the contractor to protect proprietary information as required by FAR 9.505-4, obtaining access to proprietary information, paragraph (b). The contractor is required to cooperate fully and make available any records as may be required to enable the CO to assess the contractor's compliance with the limitations on subcontracting or percentage of work performance requirement.

**B.3 PRICE/COST SCHEDULE****BASE PERIOD: DATE OF AWARD THROUGH DECEMBER 31, 2018:**

<u>CLIN</u>	<u>DESCRIPTION</u>	<u>QTY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>TOTAL PRICE</u>
0001	Integrated Pest Management. In accordance with the Statement of Work and the Terms & Conditions of Contract.	12	MO	\$ _____	\$ _____

**OPTION YEAR ONE: JANUARY 1, 2019 THROUGH DECEMBER 31, 2019:**

<u>CLIN</u>	<u>DESCRIPTION</u>	<u>QTY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>TOTAL PRICE</u>
1001	Integrated Pest Management. In accordance with the Statement of Work and the Terms & Conditions of Contract.	12	MO	\$ _____	\$ _____

**OPTION YEAR TWO JANUARY 1, 2020 THROUGH DECEMBER 31, 2020:**

<u>CLIN</u>	<u>DESCRIPTION</u>	<u>QTY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>TOTAL PRICE</u>
2001	Integrated Pest Management. In accordance with the Statement of Work and the Terms & Conditions of Contract.	12	MO	\$ _____	\$ _____

**OPTION YEAR THREE: JANUARY 1, 2021 THROUGH DECEMBER 31, 2021:**

<u>CLIN</u>	<u>DESCRIPTION</u>	<u>QTY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>TOTAL PRICE</u>
3001	Integrated Pest Management. In accordance with the Statement of Work and the Terms & Conditions of Contract.	12	MO	\$ _____	\$ _____

**OPTION YEAR FOUR: JANUARY 1, 2022 THROUGH DECEMBER 31, 2022:**

<u>CLIN</u>	<u>DESCRIPTION</u>	<u>QTY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>TOTAL PRICE</u>
4001	Integrated Pest Management. In accordance with the Statement of Work and the Terms & Conditions of Contract.	12	MO	\$ _____	\$ _____

**GRAND TOTAL FOR BASE PERIOD AND ALL OPTION YEARS: \$ \_\_\_\_\_**

## B.4 STATEMENT OF WORK

**1. Description of Services:** The Contractor shall provide all management, licenses, laboratory testing, tools, supplies, equipment, transportation and labor to develop and implement an Integrated Pest Management (IPM) plan at the James A. Lovell Federal Health Care Center in North Chicago, IL and its Community Based Outpatient Clinics (CBOCs) in Evanston, IL, McHenry, IL and Kenosha, WI in a manner that will ensure the health and general well-being of patients, staff, and visitors. Services at the CBOCs are only to remedy those insects brought in by patients and include, but are not limited to: Bedbugs, Scabies, Lice, Roaches, Fleas, etc., on an individual on-call basis. IPM for the CBOC locations is the responsibility of the Building Manager and is not a requirement for this contract. IPM is a process for achieving long term, environmentally sound pest suppression through the use of a wide variety of technological and management practices. Control strategies in an IPM Program extend beyond the application of pesticides to include structural and procedural modifications that reduce the food, water, harborage, and access used by pests. The following types of pests are common on this campus, and their abatement should be specifically addressed in the IPM and used to determine workload:

**ANTS, ARACHNIDS, ROACHES, BEDBUGS, WATERBUGS, SILVERFISH, BEETLES, FLEAS, MOSQUITOES, CHIGGERS, FLIES, MOTHS, SCABIES, LICE OR OTHER INSECTS: MICE, GOPHERS, RACCOON, FOX, RATS, SKUNKS AND OTHER RODENTS, ALL BIRDS AND WATERFOWL.**

Contractor shall also be responsible for the **control of pigeons**. This control may entail the use of traps/cages and live bait. Cages must be equipped with adequate food and water to sustain entrapped pigeons until removal by the Contractor. Removal shall occur at frequent intervals and the number of pigeons removed shall be reported to the Contracting Officer's Representative (COR). Contractor will insure that they obtain appropriate Illinois Department of Natural Resources (IDNR) permit for the destruction of Canada goose nests and eggs.

It shall be the Contractor's responsibility to remove and properly dispose of **bee and wasp nests, and all birds and animals trapped/caught within the property of North Chicago FHCC.**

**1.1 Basic Services:** The contractor shall develop an IPM plan for approval. The IPM plan will require approval by the Contractor's Technical Representative, COR prior to implementation and is subject to the COR and Contracting Officer's (CO) approval. The Contractor's IPM plan shall establish the strategy and methods for conducting a safe, effective, and environmentally sound pest management program. Prospective contractors may review the installation's historical records of pest activity and abatement actions, and survey facilities and grounds in order to develop a pest management plan. In developing the IPM plan, the contractor should address continuous monitoring, pest response and removal procedures, record keeping, warranties, pest education and communication to hospital personnel to prevent pests and disease vectors, and to initiate bird control around the campus. The IPM approach should use targeted methods including habitat/facility modification, biological/genetic/cultural control, mechanical/physical control, and where necessary, the judicious use of least hazardous pesticides. The IPM plan shall comply with all applicable Environmental Protection Agency (EPA), Occupational Safety and Health Administration (OSHA), and state/local regulatory guidance on pesticide storage, disposal and applications. ***Contractor shall submit their IPM plan for approval with the signed offer.*** IPM services plan required of the contractor shall include, but not be limited to the following tasks:

### 1.2 Tasks

- 1.2.1 Inspect to determine pest management measures are appropriate and required.
- 1.2.2 Recommend environmental sanitation practices that restrict or eliminate food, water or harborage for pests and recommend engineering practices that limit entry of pests.

- 1.2.3 Selection and utilization of non-chemical control methods, which eliminate, exclude or repel pest (i.e.), insect electrocution devices, traps, caulking, air screens, etc. Collection and disposal of all pests collected per non-chemical methods.
- 1.2.4 Selection and use of the most environmentally sound pesticide(s) to affect control when chemical control methods are necessary.
- 1.2.5 Control of general structural arthropod pests (i.e., cockroaches, ants, carpet beetles, spiders, carpenter ants, carpenter bees, etc.).
- 1.2.6 Control flying insect pests (i.e., housefly, stable fly, blow flies, etc.).
- 1.2.7 Control predatory pests (i.e., lice, bedbugs, fleas, mites, ticks, bees, wasps, mosquitoes, scorpions, etc.)
- 1.2.8 Control of stored product pests (i.e., saw tooth grain beetle, red confused flour beetle, trogderma beetles, grain moths etc.)
- 1.2.9 Control of mice and rats (i.e., house mouse, field mouse, roof rat, Norway rats, etc.)
- 1.2.10 Control of pest birds and waterfowl (i.e., pigeons, sparrows, blackbirds, geese, etc.)
- 1.2.11 Control of other vertebrate pests (i.e., dogs, cats, bats, squirrels, gophers, moles, skunks, snakes, rabbits, raccoons, etc.).
- 1.2.12 Control of wood destroying organisms (i.e., subterranean termites, dry wood termites, fungi, wood boring beetles, etc.).
- 1.2.13 Control of aquatic pests (i.e., mosquito larva/pupae, algae etc.).
- 1.2.14 Evaluation of control measures through follow-up inspections. Consist of all required control methods except fumigation.

## 2. SERVICE DELIVERY SUMMARY.

Performance Objective	SOW Para	Performance Threshold
<b>Develop and Comply with the Approved IPM Plan.</b> Plan developed timely, submitted, and approved. Pests are under control. Typical household variety pests are not present. Rodents and other vermin are aggressively controlled. All pesticides are mixed off base. All pesticides are disposed of properly at an approved off base disposal area.	<b>1.1.</b>	<b>Customer complaints shall not exceed the number specified in each performance threshold block listed in paragraph 2.1</b>

**2.1 Schedule of Buildings:** The following is a list of buildings covered under this service contract:

Building 1, 3, 4, 5, 6, 7, 9, 11, 32, 36, 37, 42, 46, 48, 63, 66, 92, 131, 132, 133, 133CA, 133EF, 134, 135, 138, 139, 140, 146, 150-156, 187, 188, 190-192, 195, 215, 216 and 217, Tramway, Greenhomes 201, 202, 205, 206.

2.1.1 Performance Objective	SOW Paragraph	Performance Threshold
Develop and comply with the approved IPM Plan for the following buildings:	1.1	Customer complaints shall not exceed five (5) per month.
Building 1	Admin	69,513 Sq Ft
Building 3	Admin	19,980 Sq Ft
Building 4	Admin	81,697 Sq Ft
Building 5	Admin	20,585 Sq Ft
Building 9	Admin	32,184 Sq Ft
Building 46	Admin	22,411 Sq Ft



Building 48	Admin	31,662 Sq Ft
Building 135	Admin	75,930 Sq Ft
Building 63	Storage	1,953 Sq Ft
Bldg 215/216/217	Storage	1,890/620/1,900 Sq Ft

Plan developed timely, submitted, and approved. Pests are under control. Typical household variety pests are not present. Rodents and other vermin are aggressively controlled. All pesticides are disposed of properly at an approved off-campus area.

<b>2.1.2 Performance Objective</b>	<b>SOW Paragraph</b>	<b>Performance Threshold</b>
Develop and comply with the approved IPM Plan for the following Buildings:	1.1	Customer complaints shall not exceed eight (8) per month.
*Building 6 Kitchen *Building 66 Kitchen *Building 131 Kitchen *Building 133CA Kitchen *Building 133CA Canteen Kitchen		

\*Square Feet is figured in as part of the total building square footage listed in paragraphs to follow.

Plan developed timely, submitted, and approved. Pests are under control. Typical household variety pests are not present. Rodents and other vermin are aggressively controlled. All pesticides are disposed of properly at an approved off-campus area.

<b>2.1.3 Performance Objective</b>	<b>SOW Paragraph</b>	<b>Performance Threshold</b>
Develop and comply with the approved IPM Plan for the following buildings:	1.1	Customer complaints shall not exceed five (5) per month.
Building 7	Domiciliary	55,559 Sq Ft
Building 11	Domiciliary	20,069 Sq Ft
Building 66	Domiciliary	53,022 Sq Ft

Plan developed timely, submitted, and approved. Pests are under control. Typical household variety pests are not present. Rodents and other vermin are aggressively controlled. All pesticides are disposed of properly at an approved off-campus area.

<b>2.1.4 Performance Objective</b>	<b>SOW Paragraph</b>	<b>Performance Threshold</b>
Develop and comply with the approved IPM Plan for the following Buildings:	1.1	Customer complaints shall not exceed four (4) per month.
Building 131	Hospital	131,797 Sq Ft
Building 133	Hospital	182,880 Sq Ft
Building 133CA	Hospital	
Building 133EF	Clinic	
Building 134	Nursing Home Care Unit	137,775 Sq Ft

Plan developed timely, submitted and approved. Pests are under control. Typical household variety pests are not present. Rodents and other vermin are aggressively controlled. All pesticides are disposed of properly at an approved off-campus area.

**2.1.5 Performance Objective****SOW Paragraph****Performance Threshold**

Develop and comply with the approved IPM Plan for the following buildings:

1.1

Customer complaints shall not exceed two (2) per year.

Building 32	Electric shop	10,526 Sq Ft
Building 42	Engineer shop	550 Sq Ft
Building 36	Paint shop	1,800 Sq Ft
Building 92	Engineer shop	9,912 Sq Ft
Building 139	Electric switch shop	7,404 Sq Ft
Building 140	Transportation Office	850 Sq Ft
Building 37 & 146	Garage	4,782/2,2125 Sq Ft
Building 187	Telephone switchboard	1,570 Sq Ft
Building 188	Chiller Plant	10,200 Sq Ft

Building:

150-156 & 190-192      Emergency generators      115, 450, 450, 450, 450, 450, 450 & 1000, 1200, 1000 Sq Ft

Building 195      Parking Garage      1600 Sq Ft

Plan developed timely, submitted and approved. Pests are under control. Typical household variety pests are not present. Rodents and other vermin are aggressively controlled. All pesticides are disposed of properly at an approved off-campus area.

**2.1.6 Performance Objective****SOW Paragraph****Performance Threshold**

Develop and comply with the approved IPM Plan for the following buildings:

1.1

Customer complaints shall not exceed two (2) per year.

Building 132	Gym/Swimming Pool	23,546 Sq Ft
Building 138	Supply Warehouse	21,130 Sq Ft

Plan developed timely, submitted and approved. Pests are under control. Typical household variety pests are not present. Rodents and other vermin are aggressively controlled. All pesticides are disposed of properly at an approved off-campus area.

**AND ALL SUBSEQUENT BUILDINGS**

**2.2 Visits:** A daily schedule will be established by the Contractor for all areas. There will be no limit to the number of visits required of the Contractor or his operators to maintain satisfactory control. The Contractor will check-in daily with the COR, Monday through Friday (excluding approved holidays). Other visits as deemed necessary by the Contractor to maintain control may be required. A schedule of service will be established to be completed primarily during normal working hours (7:00AM to 3:30PM) to the extent possible. A service schedule will be set up between the technician and COR on the first working day of the calendar quarter and will remain in effect until it is reviewed for accuracy and adequacy at the beginning of the next calendar quarter. Contractor will be given wide latitude to complete required weekly, quarterly, and yearly IPM programs according to location and scope of service provided.

Special projects shall consist of such tasks (but not limited to), the treatment of sub-basement, courtyards, tunnels, attics, penthouses and all other areas as listed throughout this solicitation that are deemed to need special attention during different intervals of this contract. These special projects shall be scheduled for Friday as deemed necessary. Where construction projects are being conducted, the IPM may be

modified/placed on hold. Recovery room and Surgery are located in Building 133. The treatment and performance of IPM may be accomplished either day or night as scheduled and agreed upon by the COR and Pest Control Operator. Arrangement for treatment of all closed buildings, or unoccupied areas in the listed group of buildings must be made in advance with the COR.

**2.3 Emergency Call Back:** Call back service shall be accomplished at no additional charge to the government. The Contractor shall within one (1) hour after receipt of notification by the Contracting Officer or his/her designee, make contact with the COR or his designee to schedule **Integrated Pest Management (IPM) Services** to correct the emergent condition. IPM service must be performed within two (2) hours of the emergent call for service. The designee after normal working hours will be the Administrative Officer on Duty (AOD). Appropriate phone numbers to respond to the call-back will be provided by the COR along with a listing of alternate names and phone numbers.

**2.4 Routine Call Back:** The Contractor shall within twenty-four (24) hours after receipt of notification by the Contracting Officer, or his/her designee, and at no additional cost to the Government; re-treat previously treated areas when inadequate control (as per specifications) was outlined. Contractor shall be called back at no additional charge to the Government for the re-treatment/continuation of treatment of a previously treated area, in the event of a re-infestation occurring within ten (10) days of initial treatment. On all treatments it will be the responsibility of the Contractor to provide documents stating that the treated areas are "clear" of pests and ready for patient/Admin use.

**2.5 Operators:** Operators shall report personally to the COR, or his/her designee's office in Building 131, Room 1E, or Building 133, AOD's office after hours or on holidays, on scheduled days for any instructions for location of infestation, as called in by wards, clinics, etc. The Contractor will submit a written report of all activities during each visit, with the signature of the COR at the end of the week during normal work weeks, signifying that the work was done. A report will be filled out and signed by the AOD if the service was performed after hours or on holidays as a result of a call back. After signature, these reports will be brought back to the COR's office, Building 131 Room 1E. At no time will a service not listed in this Contract be performed without written authorization by the Contracting Officer. Services provided without written authorization from the Contracting Officer will be at no cost to the Government.

## **2.6 Service Schedule:**

Service is to be performed in accordance with the following schedule:

The contractor is required to come every work day Monday through Friday (excluding appropriate holidays) to the FHCC, North Chicago, IL. The following is a minimum service to be provided to a building and its frequency:

<u>Building</u>	<u>Building name/type</u>	<u>Frequency of service</u>
1	Administrative	1 time per year
3	Administrative	1 time per year
4	Administrative	1 time per year
5	Administrative	1 time per year
*6	Kitchen/Dining	Weekly
7	Patient Care	Weekly
9	Administrative	1 time per year
11	Patient Care	Weekly
32	Engineering shop	1 time per year
36	Recycling/Carpenter Shop	1 time per year
37	Vehicle garage	1 time per year
42	Engineering shop	1 time per year
46	Administrative	1 time per year
48	Administrative	1 time per year

63	Storage	1 time per year
66	Patient Care	Weekly
92	Engineering shop	1 time per year
119	Recycling shop	1 time per year
131	Patient Care	Weekly
*131	Food Service areas	Weekly
132	Gym/Swimming pool	Weekly
133	Hospital	Weekly
*133	Food Service areas	Weekly
133CA	Patient Care areas	Weekly
*133CA	Food Service areas including Canteen	Weekly
133EF	Patient Care	Weekly
134	Nursing Home	Weekly
135	Administrative/as needed	4 times per year
135	Child Care Center	Monthly
138	Supply Warehouse	4 times per year
139	Electrical Switch Station	1 time per year
140	Transportation Office	1 time per year
146	Garage	1 time per year
150-156 & 190-192	Emergency Generators	1 time per year
187	Telephone Switchboard	1 time per year
188	Chiller Plant	4 times per year
195	Parking Garage	1 time per year
215-216-217	Switch gear	1 time per year
Tramway		1 time per year
Greenhomes 201,202, 205, 206	Patient Care	Weekly
Penthouse/pipe chase/basements/sub-basement service will be included with the building.		

**\* Food service areas are to be inspected weekly. Because pest control reports are disseminated to other areas of the hospital, all food service reports be documented on separate forms in addition to being listed on the CORs report.**

**2.7 Closed Buildings:** Arrangements for treatment of all closed buildings, or unoccupied areas in the listed group of buildings, must be made in advance with the COR.

**2.8 All Other Areas:** All wards, clinics, tunnels, basement, pipe spaces beneath buildings, penthouses, elevator shafts and pits and any other areas at this facility not mentioned, shall be treated using approved and accepted methods, consistent with the highest quality of pest control techniques, in accordance with the latest Environmental Protection Agency (EPA) requirements and limits at least once a year. The Contractor is responsible for **TOTAL** pest management and agrees to schedule sufficient personnel to maintain the quality of service required by this medical campus. This Contract is established for a total **Integrated Pest Management Program.**

**2.9 Restrictions on Pest Control Materials:** All rodenticides or traps shall be placed only at times and in the areas approved by the COR, or his/her designee. Rodenticides, and/or traps shall be replaced as necessary and per manufacturer recommendations. No pest control material or trap shall be placed where it may be recovered by patients, nor shall such material be allowed to contact food or cooking utensils. The use of rodenticides shall be used in accordance with the latest EPA rules and regulations, and all applicable codes. A record in duplicate shall be made of the location where each portion of any such rodenticide and/or trap is placed; one copy is to be retained by the contractor's operator and one copy is to be left with the COR. The Contractor shall be required to furnish three (3) copies of a listing to the FHCC prior to the initial application of pesticides and rodent control chemicals. The listing shall include **trade names, chemical names, a label showing contents of the chemical, the strength used, the method of**

**application and the antidote thereto, as contained in the Material Safety Data Sheet required by the EPA.**

The Contractor must keep this listing updated at all times, showing any and all changes of chemical or products used in the performance of this contract. A log will be kept depicting location of all traps and devices placed by the Contractor in the individual building/spaces.

This information will be forwarded to the Emergency Department staff for use in the emergency treatment in the event of ingestion and/or contact with the material by humans.

**2.10 Removal of Dead Rodents:** It shall be the Contractor's responsibility to recover and properly dispose of all dead or dying rodents, birds and animals in a timely/scheduled fashion.

**2.11 Storage of Pest Control Materials:** No pest control materials or equipment shall be stored or kept at the Hospital when the operator is not working and/or without the written approval of the COR.

**2.12 Special Qualifications:** The contractor will have a licensed pest control manager specifically assigned to support this contract, and available within the timeframe specified in paragraph (2) above to meet with the COR or a designee. Moreover, all contract employees that apply pesticides must have an Illinois pesticide application license. The Contractor shall be able to provide pest control services at two (2) CBOCs located in Illinois and 1 (one) CBOC located in Wisconsin. Under this contract, the Pest Controller must have appropriate license to service the CBOCs in both states. The contractor will be responsible to ensure that the licenses and training of contractor personnel are kept current. A copy of all Contractor personnel providing service at this medical center must have a copy of their current license on file with the COR. Contractor will certify in writing through e-mail or equivalent means that the sub-Contractors for this Contract are qualified and have the appropriate licenses to provide service at this Illinois medical facility. In addition, all mixing and storage of pesticides shall be performed off the FHCC campus. If the Contractor spills or releases any hazardous substance, the Contractor should immediately notify the COR and FHCC Medical Center Safety Officer.

**2.13 Certifications:** Certified applicators are required in the performance of the work under this Contract. Each applicator designated by the contractor to perform work under the contract will furnish a copy of his/her state license (showing categories) to the contracting officer prior to reporting to work. All applicators will be provided with pictured identification, which must be visible on their uniform. Contact the COR for ID applications and photo processing times. Their name and the company name will be inserted so they are easily recognizable at all times. In cases where the Contractor has two or more persons reporting to work under the Contract, one of these will be designated as a supervisor and must be fully licensed in all pest management categories in which work is to be performed. Only licensed employees may assist the supervisor in the performance of the work as long as they are in immediate contact with and visible to the supervisor. The supervisor will assume all responsibility for their work. On each visit, the applicator(s) shall report to the COR or designee in Bldg. 131, Room 1E during normal working hours, or Bldg. 133 AOD desk after hours prior to performing any work.

**2.14 Conformity To Regulations:** The Contractor shall conform to all regulations, Federal, State and local, governing examining and licensing of pest control operators, performance of pest control, use of approved pest control chemicals and equipment, which may be in effect for the area for which the work under the contract will be performed and proper disposal methods for all products/containers etc.

**2.15 Disposal of Hazardous Wastes:** The Contractor shall not dispose of any excess pesticide, pesticide containers or any other materials contaminated by pesticides at any location on the medical facility premises except as specified by the COR.

**2.16 Storage of Pest Control Materials:** No pest control materials or equipment shall be stored or kept at the FHCC when the operator is not working, without express approval of the COR.

### 3.0 GENERAL INFORMATION:

Areas to be serviced are as stated above in section 2.1. and 2.2. This is to include area-wide which includes inter-building corridors, basement and steam tunnels.

**3.1 Quality Control:** The Contractor shall develop, maintain and provide a copy of a quality control program to the COR to ensure systematic inspection of facilities and grounds for pests, a customer service call for service/emergency response system for pest removal, and a continuous pest prevention/education program for Medical Center managers and food managers. The Contractor shall develop and implement procedures to identify and prevent defective services from reoccurring. As a minimum, the Contractor shall develop quality control procedures that address the areas identified in paragraph 2, Service Delivery Summary. The COR must have a specific quality control inspector to notify in case of customer complaints.

**3.2 Quality Assurance:** The COR will periodically evaluate the Contractor's performance in accordance with the Quality Assurance Surveillance Plan. The Contractor will assist this facility with the development of a pesticide usage log and a sighting log that will best suit the needs of both parties. Additionally upon the signing of the contract the Contractor and COR will agree upon a random weekly inspection form that is not labor intensive and is conducive to efficient management of the IPM program.

**3.3 FHCC Medical Center Remedies:** The Contracting Officer shall follow the requirements of FAR 52.212-4, Contract Terms and Conditions for Commercial Items, for Contractor's failure to correct nonconforming services.

**3.4 Reporting Information:** The Contractor shall submit data as requested by the COR for preparation of any reports required in connection with the pesticides used. This includes providing daily information on the Pest Management Maintenance record which is mutually accepted by the Contractor and the COR. Reports are to be completed and turned-in to the COR at the end of each work week.

**3.5 Performance:** Contractor shall respond by phone within one hour of being called and on-board in not more than two hours after being called by the COR, or his/her designee. Every effort shall be made to be at the site within that time frame. All work shall be accomplished in accordance with the terms, conditions and specifications of the subject contract. Failure to perform any of the services as set forth in this contract shall constitute grounds for termination of the Contract under the Default Clause.

**3.6 Authority of Operators:** Only licensed operators designated by the Contractor may perform required services under this contract. Such operators must bear the Contractor's signed designation. On each visit, the operator(s) shall report to the COR, or his/her designee, prior to performing any work. The Contractor shall be responsible for insuring that his operators are properly identified by badge and uniform insignia, so that their identity and purpose can be readily ascertained when working throughout the medical center. FHCC Contractor Identification badges will be provided through the COR. IDs must be visible at all times.

**3.7 Authorized Service:** Only those services specified within the Contract are authorized under this contract. Before performing any services of a non-contract nature, the COR, Steve Navarro, at (224) 610-5706 (or by cellular phone through the AOD), must be advised of the reasons for these additional services. If appropriate, ONLY the Contracting Officer, or his/her designee, may authorize the additional services under separate purchase. **The Contractor is cautioned that only the Contracting Officer located at the Great Lakes Acquisition Center may authorize additional services under this contract, not the COR, and that reimbursement will not be made unless this prior authorization is obtained from the Contracting Officer.**

**3.8 Special Conditions:** No later than ten (10) calendar days after notification of award, and **prior** to the start of services, the Contractor must provide to the COR, or his/her designee, a listing of their authorized technicians and a copy of their Illinois State License, their schedules, and information

regarding a contact person who will be working as a project manager for this contract and the required information regarding the chemicals planned for contract usage.

### **3.9 Required Contractor Reporting**

- 3.9.1 Personnel shall report at the beginning of their scheduled work shift and out at the end of their scheduled work at FHCC North Chicago, IL. Sign-in will be Bldg. 131, Room 1E.
- 3.9.2 The Contractor's personnel will complete and submit to the COR a Contractor's Field Service Report, a mutually agreed upon report for documentation of service. All Services performed during the work shift will be documented and a copy submitted at the end of the work week. Every applicator will include on this document the following information which is necessary to meet the regulatory requirements of the state of Illinois:
  - 3.9.2.1 The name of the individual who applied the pesticide.
  - 3.9.2.2 The name and address of the person for whom the pesticide was applied, if other than the commercial applicator.
  - 3.9.2.3 The specific areas of the medical center, by building and room number where each pesticide was applied.
  - 3.9.2.4 The pest or pests against which the pesticide was applied.
  - 3.9.2.5 The date and time of application.
  - 3.9.2.6 The brand name of the pesticide applied.
  - 3.9.2.7 The name of the pesticide manufacturer, or the federal environmental protection agency registration number of the pesticide.
  - 3.9.2.8 The rate of application or amount of the pesticide applied, and the total area Treated.
  - 3.9.2.9 A report that the area treated is free from pests and ready for patient use.
- 3.9.3 The Contractor is responsible for supplying, completing and submitting all reports required or requested by Federal, State or local ordinances, which pertain to any duties contained in the contract. When signing reports, the COR is only acknowledging work completion. Signature on any report provided by the Contractor will not constitute additional costs for services, devices, or application of pest control chemicals. Refer to authorized service, paragraph 3.7
- 3.9.4 The Contractor is only authorized to apply pesticides or use mechanical/electrical devices approved by the COR as described in the "Best Practices". The Contractor will furnish the COR's office, prior to initial application the trade names (if any), and the chemical names of all approved pesticides/chemicals along with appropriate antidote information and current –Material Safety Data Sheet (MSDS). The Contractor shall supply this information as new products are submitted for approval to the COR. This information is required for emergency treatment in the event of exposure by humans. The approved list of pesticide/chemicals will be reviewed by the COR to insure compliance and accuracy of documents provided semi-annually.

### **3.10 Compliance with the General Safety Regulations:**

A. All Contractors and Subcontractors performing services for the Government shall comply with all Occupational Safety and Health Administration (OSHA), State, County and Municipal Safety and Occupational Health Standards, and any other applicable rules and regulations. Also, all Contractors and Subcontractors shall be held responsible for the safety of their employees and any unsafe acts or conditions that may cause injury or damage to any persons or property within and around the work site area under this contract.

B. All ladders, scaffolding, tools, equipment, personal protective equipment, etc. shall be OSHA approved for the work to be performed. Contractor shall use caution signs as required by OSHA Regulations. Caution signs shall be on-site upon commencement of Contract.

C. The Contractor shall purchase and issue all chemicals in their original containers. Materials that require precautionary warnings shall have affixed to all containers such labels or markings as are prescribed by law, regulatory agencies or this Contract. Any violation of OSHA may be subject to default action.

D. Contractor shall furnish to the COR two (2) copies of Material Safety Data Sheets (MSDS), for all products proposed for use, a minimum of seven (7) days prior to beginning service, for approval. Contractor must update copies of the MSDS on an annual basis. In addition, each time a new chemical product is proposed to be introduced into the facility, a copy of that product's MSDS must be provided to the COR for approval, prior to the product being used at the facility.

**3.11 Security Requirements:** Contractor will be responsible for ensuring that identification badge or uniform insignia properly identifies his/her operators so that their identity and purpose can be readily ascertained when working throughout the medical center. FHCC Contractor ID badges are available through the COR and must be prominently displayed by the pest control technicians while in the medical center.

**3.12 HIPAA Compliance:** Contractor must adhere to the provisions of Public Law 104-191, Health Insurance Portability and Accountability Act (HIPAA) of 1996 and the National Standards to Protect the Privacy and Security of Protected Health Information (PHI). As required by HIPAA, the Department of Health and Human Services (HHS) has promulgated rules governing the security and use and disclosure of protected health information by covered entities, including the Department of Veterans Affairs (VA) and FHCC. In accordance with HIPAA, the Contractor could be required to enter into a Business Associate Agreement (BAA) with FHCC.

**3.13 Hours of Operation:** A schedule of service will be established to be completed primarily during the working hours, (7:00 AM to 3:30 PM) to the extent possible. Pest control applications in patient care areas will be coordinated between the COR and the nurse manager in all cases. The service schedule will be confirmed between the Contractor technician and COR prior to the first working day of the calendar quarter and will remain in effect until it is reviewed for accuracy and adequacy at the beginning of the next calendar quarter. Contractor will be given wide latitude to complete IPM programs according to location and scope of service provided.

**3.14 Interference to Normal Function:** Contractor personnel are required to interrupt their work at anytime so as not to interfere with the normal functioning of the facility, including utility services, fire protection systems, and passage of facility patients, personnel, equipment and carts.

3.13.1 In the event of an emergency, Contractor services may be stopped and rescheduled on the next business day at no additional cost to the government.

3.13.2 In the event climate or weather conditions become unsuitable for work, treatment may adversely affect patients, visitors or staff, and/may induce an environmental hazard, then the entire work shall be re-scheduled to a date and time satisfactory to the contractor and the COR. Postponement will not reflect any penalties assessed to the Contractor, nor should there be any additional cost to the Government.

3.13.3 Contractor personnel shall inform the COR or the designee of the need to gain access to secured areas. If the need to gain access to secured areas is to occur during off hours,



prearranged scheduling should be made so that a Housekeeping Supervisor would be available to assist personnel in gaining entry. Certain keys will be issued to the technician assigned to FHCC North Chicago, IL. The Contractor will sign for the keys and will maintain appropriate security of said keys. Keys will be returned upon expiration of this contract for whatever reason.

3.13.4 Contractor shall by written communication coordinate with the COR to complete the Integrated Pest Management Plan programs according to location and scope of work.

**3.15 Documentation:** This facility will require specialized documentation to satisfy the requirements of local state and federal government agencies and independent consultants such as the Joint Commission on Accreditation for Hospitals, as well as for “services rendered” verification for payment of monthly statement. At a minimum, the following information will be provided to the COR:

- Proposal/Contract
- Quality Control Plan
- Certificate of Liability Insurance
- Appropriate Business License
- Pest Management Reports
- Rodent Control Check-Off sheets and Site Inspection Notes
- Pest Management Maps
- Pesticide Usage log or invoicing
- Sighting log
- Inspection form
- MSDS/Labels
- List of Pesticides intended for use in specific areas
- Manager and Applicator’s state licenses

**3.16 Point of Contact:**

**CONTRACTOR CONTACT** -- Provide telephone number(s) to call to schedule pickups and/or services:

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Provide name(s) of authorized contact person(s): \_\_\_\_\_

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**3.17 Identification, Parking, Smoking, and VA Regulations:**

A. The Contractor's employees and/or subcontractors approved by the COR shall wear visible identification at all times while on the premises of the FHCC North Chicago, IL. Contractor identification badges can be obtained through the COR. Other identification shall include but not be limited to a company identification card, which shall include the company name, employee name, title, and a photograph of the employee. Additional costs for screening/background investigations as required for government identification cards will be the responsibility of the Contractor. Inquire through the Contracting Officer which forms and web sites are required prior to the start of this Contract. All employees of the Contractor or Subcontractor providing services to the Government must wear a company uniform identified with the company name and/or logo. Uniforms must be neat and clean at all times while working at the FHCC and will be approved by the COR. Possession of weapons is prohibited. Enclosed containers, including tool kits, shall be subject to search. Violations of VA regulations may result in citation answerable in the United States (Federal) District Court, not a local district, state, or municipal court.

B. It is the responsibility of the Contractor to park in the appropriate designated parking areas. Information on parking is available from the FHCC Police Section and the COR. The FHCC will not invalidate or make reimbursement for parking violations of the Contractor under any conditions. Smoking is prohibited inside any buildings at the FHCC. Possession of weapons is prohibited.

C. Any interior or exterior doors that must be unlocked to gain access shall be kept locked during the performance of work unless it results in the creation of a safety hazard. In those instances the Contractor is responsible to take necessary actions to maintain the same level of security prior to gaining access/performing work. Should any other devices need to be unlocked like an entry gate, those devices must be locked immediately upon entry or exit. At no time shall the Contractor allow any person into a locked area or loan keys/access cards to another person. Contractor may be held in default for failure to comply with this requirement and subject the Contractor and employees to contract and other legal remedies.

D. Due to the nature of working at a Government facility, the Contractor's staff may be required to sign in and out each day at a designated location determined by the COR. Appropriate written notification will be given to the Contractor.

E. The Contractor agrees that none of its officers or employees shall use or reveal any research, statistical, medical, or security information, which may be obtained during the performance of the work or as a result their presence on Government premises without the written consent of the Government.

F. Smoking is prohibited inside all buildings at the FHCC.

#### **4.0 PLACE OF PERFORMANCE:**

Captain James A. Lovell  
Federal Health Care Center (FHCC)  
3001 Green Bay Road  
North Chicago, IL 60064-3048

Evanston CBOC  
1900 Dempster Street  
Evanston, IL 60202

McHenry CBOC  
3715 Municipal Drive  
McHenry, IL 60050

Kenosha CBOC  
8207 22nd Avenue  
Kenosha, WI 53143

#### **5.0 PERIOD OF PERFORMANCE:**

Base Year: Date of Award through December 31, 2018  
Option Year 1: January 1, 2019 through December 31, 2019  
Option Year 2: January 1, 2020 through December 31, 2020  
Option Year 3: January 1, 2021 through December 31, 2021  
Option Year 4: January 1, 2022 through December 31, 2022

## 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.

(End of Clause)

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

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

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

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

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

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

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

(End of Clause)

<u><b>FAR Number</b></u>	<u><b>Title</b></u>	<u><b>Date</b></u>
52.203-17	CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS	APR 2014
52.204-4	PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER	MAY 2011
52.204-18	COMMERCIAL AND GOVERNMENT ENTITY CODE MAINTENANCE	JUL 2016
52.232-40	PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS	DEC 2013
52.237-2	PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATION	APR 1984

#### **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.

(End of Clause)

#### **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 30 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.

(End of Clause)

#### **C.5 52.228-5 INSURANCE—WORK ON A GOVERNMENT INSTALLATION (JAN 1997)**

(a) The Contractor shall, at its own expense, provide and maintain during the entire performance of this contract, at least the kinds and minimum amounts of insurance required in the Schedule or elsewhere in the contract.

(b) Before commencing work under this contract, the Contractor shall notify the Contracting Officer in writing that the required insurance has been obtained. The policies evidencing required insurance shall contain an endorsement to the effect that any cancellation or any material change adversely affecting the Government's interest shall not be effective—

(1) For such period as the laws of the State in which this contract is to be performed prescribe; or

(2) Until 30 days after the insurer or the Contractor gives written notice to the Contracting Officer, whichever period is longer.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in subcontracts under this contract that require work on a Government installation and shall require subcontractors to provide and maintain the insurance required in the Schedule or elsewhere in the contract. The Contractor shall maintain a copy of all subcontractors' proofs of required insurance, and shall make copies available to the Contracting Officer upon request.

(End of Clause)

#### **C.6 SUPPLEMENTAL INSURANCE REQUIREMENTS**

In accordance with FAR 28.307-2 and FAR 52.228-5, the following minimum coverage shall apply to this contract:

(a) Workers' compensation and employers liability: Contractors are required to comply with applicable Federal and State workers' compensation and occupational disease statutes. If occupational diseases are not compensable under those statutes, they shall be covered under the employer's liability section of the insurance policy, except when contract operations are so commingled with a Contractor's commercial operations that it would not be practical to require this coverage. Employer's liability coverage of at least

\$100,000 is required, except in States with exclusive or monopolistic funds that do not permit workers' compensation to be written by private carriers.

(b) General Liability: \$500,000.00 per occurrences.

(c) Automobile liability: \$200,000.00 per person; \$500,000.00 per occurrence and \$20,000.00 property damage.

(d) The successful bidder must present to the Contracting Officer, prior to award, evidence of general liability insurance without any exclusionary clauses for asbestos that would void the general liability coverage.

(End of Clause)

### **C.7 VAAR 852.203-70 COMMERCIAL ADVERTISING (JAN 2008)**

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

(End of Clause)

### **C.8 VAAR 852.219-11 VA NOTICE OF TOTAL VETERAN-OWNED SMALL BUSINESS SET-ASIDE (JUL 2016)(DEVIATION)**

(a) *Definition.* For the Department of Veterans Affairs, “Veteran-owned small business or VOSB.”—

(1) Means a small business concern—

(i) Not less than 51 percent of which is owned by one or more 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 veterans;

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

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

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

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

(2) “Veteran” is defined in 38 U.S.C. 101(2).

(b) *General.*

(1) Offers are solicited only from verified veteran-owned small business concerns. All service-disabled veteran-owned small businesses are also determined to be veteran-owned small businesses if they meet the criteria identified in paragraph (a)(1) of this section. Offers received from concerns that are not veteran-owned small business concerns shall not be considered.

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

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

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

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

(End of Clause)

## **C.9 VAAR 852.232-72 ELECTRONIC SUBMISSION OF PAYMENT REQUESTS (NOV 2012)**

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

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

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

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

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

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

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

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

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

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

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

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

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

- (1) Awards made to foreign vendors for work performed outside the United States;
- (2) Classified contracts or purchases when electronic submission and processing of payment requests could compromise the safeguarding of classified or privacy information;
- (3) Contracts awarded by contracting officers in the conduct of emergency operations, such as responses to national emergencies;
- (4) Solicitations or contracts in which the designated agency office is a VA entity other than the VA Financial Services Center in Austin, Texas; or
- (5) Solicitations or contracts in which the VA designated agency office does not have electronic invoicing capability as described above.

(End of Clause)

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

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

(End of Clause)

(End of Addendum to 52.212-4)

#### **C.11 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS—COMMERCIAL ITEMS (NOV 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).

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

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

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

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

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

☐ (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.)

[X] (36) 52.223-11, Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (JUN 2016) (E.O. 13693).

☐ (37) 52.223-12, Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (JUN 2016) (E.O. 13693).

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

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

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

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

☐ (40) 52.223-15, Energy Efficiency in Energy-Consuming Products (DEC 2007)(42 U.S.C. 8259b).

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

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

[X] (42) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (AUG 2011)

[X] (43) 52.223-20, Aerosols (JUN 2016) (E.O. 13693).

[X] (44) 52.223-21, Foams (JUN 2016) (E.O. 13693).

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

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



☐ (46) 52.225-1, Buy American—Supplies (MAY 2014) (41 U.S.C. chapter 83).

☐ (47)(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.

☐ (48) 52.225-5, Trade Agreements (OCT 2016) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

☒ (49) 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).

☐ (50) 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).

☐ (51) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).

☐ (52) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).

☐ (53) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

☐ (54) 52.232-30, Installment Payments for Commercial Items (JAN 2017) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

☒ (55) 52.232-33, Payment by Electronic Funds Transfer—System for Award Management (Jul 2013) (31 U.S.C. 3332).

☐ (56) 52.232-34, Payment by Electronic Funds Transfer—Other than System for Award Management (Jul 2013) (31 U.S.C. 3332).

☐ (57) 52.232-36, Payment by Third Party (MAY 2014) (31 U.S.C. 3332).

☐ (58) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

☐ (59) 52.242-5, Payments to Small Business Subcontractors (JAN 2017)(15 U.S.C. 637(d)(12)).

☐ (60)(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:

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

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

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

Employee Class

Monetary Wage-Fringe Benefits

Pest Controlling, 5026

\$26.29

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

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

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

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

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

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

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

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

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

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

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

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or

maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

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

- (i) 52.203-13, Contractor Code of Business Ethics and Conduct (OCT 2015) (41 U.S.C. 3509).
- (ii) 52.203-19, 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) 52.222-62 Paid Sick Leave Under Executive Order 13706 (JAN 2017) (E.O. 13706).

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

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

(xix) 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).

(xx) 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.

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

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

(End of Clause)

**SECTION D - CONTRACT DOCUMENTS, EXHIBITS, OR ATTACHMENTS****D.1 DEPARTMENT OF LABOR WAGE DETERMINATION**WD 15-4935 (Rev.-4) was first posted on [www.wdol.gov](http://www.wdol.gov) on 08/01/2017

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REGISTER OF WAGE DETERMINATIONS UNDER		U.S. DEPARTMENT OF LABOR
THE SERVICE CONTRACT ACT		EMPLOYMENT STANDARDS ADMINISTRATION
By direction of the Secretary of Labor		WAGE AND HOUR DIVISION
		WASHINGTON D.C. 20210
		Wage Determination No.: 2015-4935
Daniel W. Simms	Division of	Revision No.: 4
Director	Wage Determinations	Date Of Revision: 07/25/2017

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

State: Illinois

Area: Illinois County of Lake

**Fringe Benefits Required Follow the Occupational Listing**		
OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		17.25
01012 - Accounting Clerk II		19.37
01013 - Accounting Clerk III		21.66
01020 - Administrative Assistant		28.01
01035 - Court Reporter		20.25
01041 - Customer Service Representative I		15.35
01042 - Customer Service Representative II		17.26
01043 - Customer Service Representative III		18.83
01051 - Data Entry Operator I		14.81
01052 - Data Entry Operator II		16.15
01060 - Dispatcher, Motor Vehicle		22.93
01070 - Document Preparation Clerk		16.33
01090 - Duplicating Machine Operator		16.33
01111 - General Clerk I		14.00
01112 - General Clerk II		15.28
01113 - General Clerk III		17.27
01120 - Housing Referral Assistant		22.12
01141 - Messenger Courier		11.93
01191 - Order Clerk I		16.00
01192 - Order Clerk II		17.58
01261 - Personnel Assistant (Employment) I		17.84
01262 - Personnel Assistant (Employment) II		19.95
01263 - Personnel Assistant (Employment) III		22.24
01270 - Production Control Clerk		21.43
01290 - Rental Clerk		17.41
01300 - Scheduler, Maintenance		18.36
01311 - Secretary I		18.36
01312 - Secretary II		19.84
01313 - Secretary III		22.12
01320 - Service Order Dispatcher		21.04
01410 - Supply Technician		28.01

01420 - Survey Worker	19.19
01460 - Switchboard Operator/Receptionist	13.81
01531 - Travel Clerk I	13.47
01532 - Travel Clerk II	14.57
01533 - Travel Clerk III	15.76
01611 - Word Processor I	15.83
01612 - Word Processor II	17.78
01613 - Word Processor III	19.89
05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer, Fiberglass	21.89
05010 - Automotive Electrician	24.16
05040 - Automotive Glass Installer	23.05
05070 - Automotive Worker	23.05
05110 - Mobile Equipment Servicer	20.85
05130 - Motor Equipment Metal Mechanic	27.79
05160 - Motor Equipment Metal Worker	23.05
05190 - Motor Vehicle Mechanic	27.79
05220 - Motor Vehicle Mechanic Helper	19.73
05250 - Motor Vehicle Upholstery Worker	21.96
05280 - Motor Vehicle Wrecker	23.09
05310 - Painter, Automotive	24.16
05340 - Radiator Repair Specialist	23.05
05370 - Tire Repairer	15.92
05400 - Transmission Repair Specialist	27.79
07000 - Food Preparation And Service Occupations	
07010 - Baker	13.71
07041 - Cook I	13.34
07042 - Cook II	15.03
07070 - Dishwasher	10.19
07130 - Food Service Worker	10.52
07210 - Meat Cutter	15.09
07260 - Waiter/Waitress	9.96
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	20.06
09040 - Furniture Handler	14.52
09080 - Furniture Refinisher	20.06
09090 - Furniture Refinisher Helper	16.37
09110 - Furniture Repairer, Minor	18.23
09130 - Upholsterer	20.05
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	12.32
11060 - Elevator Operator	13.90
11090 - Gardener	16.87
11122 - Housekeeping Aide	13.90
11150 - Janitor	13.90
11210 - Laborer, Grounds Maintenance	13.50
11240 - Maid or Houseman	12.11
11260 - Pruner	12.35
11270 - Tractor Operator	15.81
11330 - Trail Maintenance Worker	13.50
11360 - Window Cleaner	15.18
12000 - Health Occupations	
12010 - Ambulance Driver	17.39
12011 - Breath Alcohol Technician	22.26
12012 - Certified Occupational Therapist Assistant	28.03
12015 - Certified Physical Therapist Assistant	25.62
12020 - Dental Assistant	18.10
12025 - Dental Hygienist	35.48
12030 - EKG Technician	26.94
12035 - Electroneurodiagnostic Technologist	26.94
12040 - Emergency Medical Technician	17.39
12071 - Licensed Practical Nurse I	19.99
12072 - Licensed Practical Nurse II	22.36
12073 - Licensed Practical Nurse III	24.93
12100 - Medical Assistant	16.15
12130 - Medical Laboratory Technician	23.47
12160 - Medical Record Clerk	18.68

12190 - Medical Record Technician	20.22
12195 - Medical Transcriptionist	19.32
12210 - Nuclear Medicine Technologist	40.91
12221 - Nursing Assistant I	12.07
12222 - Nursing Assistant II	13.57
12223 - Nursing Assistant III	14.80
12224 - Nursing Assistant IV	16.62
12235 - Optical Dispenser	15.59
12236 - Optical Technician	17.48
12250 - Pharmacy Technician	15.58
12280 - Phlebotomist	15.94
12305 - Radiologic Technologist	32.30
12311 - Registered Nurse I	29.17
12312 - Registered Nurse II	32.57
12313 - Registered Nurse II, Specialist	32.57
12314 - Registered Nurse III	38.43
12315 - Registered Nurse III, Anesthetist	38.43
12316 - Registered Nurse IV	46.07
12317 - Scheduler (Drug and Alcohol Testing)	27.70
12320 - Substance Abuse Treatment Counselor	17.68
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	21.92
13012 - Exhibits Specialist II	27.16
13013 - Exhibits Specialist III	33.22
13041 - Illustrator I	21.63
13042 - Illustrator II	26.80
13043 - Illustrator III	32.77
13047 - Librarian	35.08
13050 - Library Aide/Clerk	14.14
13054 - Library Information Technology Systems Administrator	29.01
13058 - Library Technician	17.38
13061 - Media Specialist I	21.16
13062 - Media Specialist II	23.66
13063 - Media Specialist III	26.39
13071 - Photographer I	18.50
13072 - Photographer II	20.70
13073 - Photographer III	25.64
13074 - Photographer IV	31.35
13075 - Photographer V	37.94
13090 - Technical Order Library Clerk	16.99
13110 - Video Teleconference Technician	21.65
14000 - Information Technology Occupations	
14041 - Computer Operator I	18.11
14042 - Computer Operator II	20.25
14043 - Computer Operator III	22.58
14044 - Computer Operator IV	25.09
14045 - Computer Operator V	27.79
14071 - Computer Programmer I	(see 1) 25.49
14072 - Computer Programmer II	(see 1)
14073 - Computer Programmer III	(see 1)
14074 - Computer Programmer IV	(see 1)
14101 - Computer Systems Analyst I	(see 1)
14102 - Computer Systems Analyst II	(see 1)
14103 - Computer Systems Analyst III	(see 1)
14150 - Peripheral Equipment Operator	18.11
14160 - Personal Computer Support Technician	25.09
14170 - System Support Specialist	30.55
15000 - Instructional Occupations	
15010 - Aircrew Training Devices Instructor (Non-Rated)	36.22
15020 - Aircrew Training Devices Instructor (Rated)	41.82
15030 - Air Crew Training Devices Instructor (Pilot)	46.94
15050 - Computer Based Training Specialist / Instructor	36.22
15060 - Educational Technologist	35.07
15070 - Flight Instructor (Pilot)	46.94
15080 - Graphic Artist	26.41
15085 - Maintenance Test Pilot, Fixed, Jet/Prop	44.17

15086 - Maintenance Test Pilot, Rotary Wing	44.17
15088 - Non-Maintenance Test/Co-Pilot	44.17
15090 - Technical Instructor	27.45
15095 - Technical Instructor/Course Developer	26.88
15110 - Test Proctor	17.84
15120 - Tutor	17.74
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations	
16010 - Assembler	11.53
16030 - Counter Attendant	11.53
16040 - Dry Cleaner	13.43
16070 - Finisher, Flatwork, Machine	11.53
16090 - Presser, Hand	11.53
16110 - Presser, Machine, Drycleaning	11.53
16130 - Presser, Machine, Shirts	11.53
16160 - Presser, Machine, Wearing Apparel, Laundry	11.53
16190 - Sewing Machine Operator	14.16
16220 - Tailor	15.16
16250 - Washer, Machine	12.30
19000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	23.40
19040 - Tool And Die Maker	28.57
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	16.53
21030 - Material Coordinator	21.74
21040 - Material Expediter	21.74
21050 - Material Handling Laborer	18.12
21071 - Order Filler	13.80
21080 - Production Line Worker (Food Processing)	16.53
21110 - Shipping Packer	16.66
21130 - Shipping/Receiving Clerk	16.66
21140 - Store Worker I	14.65
21150 - Stock Clerk	19.20
21210 - Tools And Parts Attendant	16.53
21410 - Warehouse Specialist	16.53
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	31.12
23019 - Aircraft Logs and Records Technician	25.13
23021 - Aircraft Mechanic I	29.62
23022 - Aircraft Mechanic II	31.12
23023 - Aircraft Mechanic III	32.37
23040 - Aircraft Mechanic Helper	22.14
23050 - Aircraft, Painter	27.49
23060 - Aircraft Servicer	25.13
23070 - Aircraft Survival Flight Equipment Technician	27.49
23080 - Aircraft Worker	26.63
23091 - Aircrew Life Support Equipment (ALSE) Mechanic I	26.63
23092 - Aircrew Life Support Equipment (ALSE) Mechanic II	29.62
23110 - Appliance Mechanic	27.23
23120 - Bicycle Repairer	19.26
23125 - Cable Splicer	30.46
23130 - Carpenter, Maintenance	31.86
23140 - Carpet Layer	29.49
23160 - Electrician, Maintenance	34.00
23181 - Electronics Technician Maintenance I	26.30
23182 - Electronics Technician Maintenance II	27.75
23183 - Electronics Technician Maintenance III	29.24
23260 - Fabric Worker	25.32
23290 - Fire Alarm System Mechanic	27.99
23310 - Fire Extinguisher Repairer	23.82
23311 - Fuel Distribution System Mechanic	29.85
23312 - Fuel Distribution System Operator	23.82
23370 - General Maintenance Worker	23.74
23380 - Ground Support Equipment Mechanic	29.62
23381 - Ground Support Equipment Servicer	25.13
23382 - Ground Support Equipment Worker	26.63



23391 - Gunsmith I	23.82
23392 - Gunsmith II	26.84
23393 - Gunsmith III	29.85
23410 - Heating, Ventilation And Air-Conditioning Mechanic	27.28
23411 - Heating, Ventilation And Air Contidioning Mechanic (Research Facility)	28.67
23430 - Heavy Equipment Mechanic	28.83
23440 - Heavy Equipment Operator	41.14
23460 - Instrument Mechanic	29.51
23465 - Laboratory/Shelter Mechanic	28.33
23470 - Laborer	14.14
23510 - Locksmith	23.13
23530 - Machinery Maintenance Mechanic	26.48
23550 - Machinist, Maintenance	27.46
23580 - Maintenance Trades Helper	16.14
23591 - Metrology Technician I	29.51
23592 - Metrology Technician II	31.01
23593 - Metrology Technician III	32.45
23640 - Millwright	29.97
23710 - Office Appliance Repairer	23.17
23760 - Painter, Maintenance	23.57
23790 - Pipefitter, Maintenance	34.10
23810 - Plumber, Maintenance	32.36
23820 - Pneudraulic Systems Mechanic	29.85
23850 - Rigger	29.85
23870 - Scale Mechanic	26.84
23890 - Sheet-Metal Worker, Maintenance	35.60
23910 - Small Engine Mechanic	21.20
23931 - Telecommunications Mechanic I	29.18
23932 - Telecommunications Mechanic II	30.66
23950 - Telephone Lineman	33.50
23960 - Welder, Combination, Maintenance	20.97
23965 - Well Driller	29.85
23970 - Woodcraft Worker	29.85
23980 - Woodworker	21.80
24000 - Personal Needs Occupations	
24550 - Case Manager	14.63
24570 - Child Care Attendant	10.86
24580 - Child Care Center Clerk	14.27
24610 - Chore Aide	10.71
24620 - Family Readiness And Support Services Coordinator	14.63
24630 - Homemaker	16.03
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	33.98
25040 - Sewage Plant Operator	29.34
25070 - Stationary Engineer	33.98
25190 - Ventilation Equipment Tender	25.34
25210 - Water Treatment Plant Operator	29.34
27000 - Protective Service Occupations	
27004 - Alarm Monitor	24.18
27007 - Baggage Inspector	14.47
27008 - Corrections Officer	32.23
27010 - Court Security Officer	28.78
27030 - Detection Dog Handler	16.66
27040 - Detention Officer	32.23
27070 - Firefighter	27.04
27101 - Guard I	14.47
27102 - Guard II	16.66
27131 - Police Officer I	32.96
27132 - Police Officer II	36.42
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	13.37
28042 - Carnival Equipment Repairer	14.31
28043 - Carnival Worker	10.02
28210 - Gate Attendant/Gate Tender	16.44

28310 - Lifeguard	13.10
28350 - Park Attendant (Aide)	18.37
28510 - Recreation Aide/Health Facility Attendant	10.81
28515 - Recreation Specialist	18.15
28630 - Sports Official	14.64
28690 - Swimming Pool Operator	18.21
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	26.84
29020 - Hatch Tender	26.84
29030 - Line Handler	26.84
29041 - Stevedore I	25.32
29042 - Stevedore II	28.33
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	41.36
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	28.52
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	31.42
30021 - Archeological Technician I	17.87
30022 - Archeological Technician II	20.00
30023 - Archeological Technician III	25.81
30030 - Cartographic Technician	26.98
30040 - Civil Engineering Technician	29.67
30051 - Cryogenic Technician I	27.43
30052 - Cryogenic Technician II	30.31
30061 - Drafter/CAD Operator I	17.87
30062 - Drafter/CAD Operator II	20.00
30063 - Drafter/CAD Operator III	22.30
30064 - Drafter/CAD Operator IV	28.96
30081 - Engineering Technician I	18.16
30082 - Engineering Technician II	20.39
30083 - Engineering Technician III	22.81
30084 - Engineering Technician IV	28.26
30085 - Engineering Technician V	34.56
30086 - Engineering Technician VI	45.66
30090 - Environmental Technician	23.40
30095 - Evidence Control Specialist	24.77
30210 - Laboratory Technician	26.77
30221 - Latent Fingerprint Technician I	32.34
30222 - Latent Fingerprint Technician II	35.73
30240 - Mathematical Technician	25.18
30361 - Paralegal/Legal Assistant I	21.05
30362 - Paralegal/Legal Assistant II	26.08
30363 - Paralegal/Legal Assistant III	31.89
30364 - Paralegal/Legal Assistant IV	38.59
30375 - Petroleum Supply Specialist	30.31
30390 - Photo-Optics Technician	26.33
30395 - Radiation Control Technician	30.31
30461 - Technical Writer I	26.76
30462 - Technical Writer II	32.65
30463 - Technical Writer III	39.34
30491 - Unexploded Ordnance (UXO) Technician I	26.29
30492 - Unexploded Ordnance (UXO) Technician II	31.81
30493 - Unexploded Ordnance (UXO) Technician III	38.12
30494 - Unexploded (UXO) Safety Escort	26.29
30495 - Unexploded (UXO) Sweep Personnel	26.29
30501 - Weather Forecaster I	27.43
30502 - Weather Forecaster II	33.37
30620 - Weather Observer, Combined Upper Air Or (see 2)	22.30
Surface Programs	
30621 - Weather Observer, Senior (see 2)	24.77
31000 - Transportation/Mobile Equipment Operation Occupations	
31010 - Airplane Pilot	31.81
31020 - Bus Aide	17.27
31030 - Bus Driver	22.93
31043 - Driver Courier	19.14
31260 - Parking and Lot Attendant	12.59
31290 - Shuttle Bus Driver	21.43
31310 - Taxi Driver	15.18

31361 - Truckdriver, Light	21.43
31362 - Truckdriver, Medium	22.78
31363 - Truckdriver, Heavy	24.15
31364 - Truckdriver, Tractor-Trailer	24.15
99000 - Miscellaneous Occupations	
99020 - Cabin Safety Specialist	15.51
99030 - Cashier	9.94
99050 - Desk Clerk	11.94
99095 - Embalmer	27.32
99130 - Flight Follower	26.29
99251 - Laboratory Animal Caretaker I	14.03
99252 - Laboratory Animal Caretaker II	15.43
99260 - Marketing Analyst	30.53
99310 - Mortician	35.46
99410 - Pest Controller	19.02
99510 - Photofinishing Worker	17.12
99710 - Recycling Laborer	25.15
99711 - Recycling Specialist	29.55
99730 - Refuse Collector	23.03
99810 - Sales Clerk	13.81
99820 - School Crossing Guard	13.99
99830 - Survey Party Chief	29.21
99831 - Surveying Aide	18.34
99832 - Surveying Technician	25.12
99840 - Vending Machine Attendant	16.09
99841 - Vending Machine Repairer	18.47
99842 - Vending Machine Repairer Helper	16.09

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

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$4.41 per hour or \$176.40 per week or \$764.40 per month

HEALTH & WELFARE EO 13706: \$4.13 per hour, or \$165.20 per week, or \$715.87 per month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor, 3 weeks after 5 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

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

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

1) COMPUTER EMPLOYEES: Under the SCA at section 8(b), this wage determination does not apply to any employee who individually qualifies as a bona fide executive, administrative, or professional employee as defined in 29 C.F.R. Part 541. Because most Computer System Analysts and Computer Programmers who are compensated at a rate not less than \$27.63 (or on a salary or fee basis at a rate not less than \$455 per

week) an hour would likely qualify as exempt computer professionals, (29 C.F.R. 541.400) wage rates may not be listed on this wage determination for all occupations within those job families. In addition, because this wage determination may not list a wage rate for some or all occupations within those job families if the survey data indicates that the prevailing wage rate for the occupation equals or exceeds \$27.63 per hour conformances may be necessary for certain nonexempt employees. For example, if an individual employee is nonexempt but nevertheless performs duties within the scope of one of the Computer Systems Analyst or Computer Programmer occupations for which this wage determination does not specify an SCA wage rate, then the wage rate for that employee must be conformed in accordance with the conformance procedures described in the conformance note included on this wage determination.

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

(1) The application of systems analysis techniques and procedures, including consulting with users, to determine hardware, software or system functional specifications;

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

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

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

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

#### \*\* HAZARDOUS PAY DIFFERENTIAL \*\*

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

All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving re-grading and cleaning of artillery ranges.

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

#### \*\* UNIFORM ALLOWANCE \*\*

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage

determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

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

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

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

**\*\* REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE, Standard Form 1444 (SF-1444) \*\***

**Conformance Process:**

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination (See 29 CFR 4.6(b)(2)(i)). Such conforming procedures shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees (See 29 CFR 4.6(b)(2)(ii)). The Wage and Hour Division shall make a final determination of conformed classification, wage rate, and/or fringe benefits which shall be paid to all employees performing in the classification from the first day of work on which contract work is performed by them in the classification. Failure to pay such unlisted employees the compensation agreed upon by the interested parties and/or fully determined by the Wage and Hour Division retroactive to the date such class of employees commenced contract work shall be a violation of the Act and this contract. (See 29 CFR 4.6(b)(2)(v)). When multiple wage determinations are included in a contract, a separate SF-1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order the proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the U.S. Department of Labor, Wage and Hour Division, for review (See 29 CFR 4.6(b)(2)(ii)).

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

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

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

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

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

## SECTION E - SOLICITATION PROVISIONS

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

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

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

- (1) The solicitation number;
  - (2) The time specified in the solicitation for receipt of offers;
  - (3) The name, address, and telephone number of the offeror;
  - (4) A technical description of the items being offered in sufficient detail to evaluate compliance with the requirements in the solicitation. This may include product literature, or other documents, if necessary;
  - (5) Terms of any express warranty;
  - (6) Price and any discount terms;
  - (7) "Remit to" address, if different than mailing address;
  - (8) A completed copy of the representations and certifications at FAR 52.212-3 (see FAR 52.212-3(b) for those representations and certifications that the offeror shall complete electronically);
  - (9) Acknowledgment of Solicitation Amendments;
  - (10) Past performance information, when included as an evaluation factor, to include recent and relevant contracts for the same or similar items and other references (including contract numbers, points of contact with telephone numbers and other relevant information); and
  - (11) If the offer is not submitted on the SF 1449, include a statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation. Offers that fail to furnish required representations or information, or reject the terms and conditions of the solicitation may be excluded from consideration.
- (c) *Period for acceptance of offers.* The offeror agrees to hold the prices in its offer firm for 30 calendar days from the date specified for receipt of offers, unless another time period is specified in an addendum to the solicitation.
- (d) *Product samples.* When required by the solicitation, product samples shall be submitted at or prior to the time specified for receipt of offers. Unless otherwise specified in this solicitation, these samples shall be submitted at no expense to the Government, and returned at the sender's request and expense, unless they are destroyed during preaward testing.

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

GSA Federal Supply Service Specifications Section

Suite 8100 470 East L'Enfant Plaza, SW

Washington, DC 20407

Telephone (202) 619-8925

Facsimile (202) 619-8978.

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

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

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

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

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

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

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

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

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

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

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

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

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

- (1) The agency's evaluation of the significant weak or deficient factors in the debriefed offeror's offer.
- (2) The overall evaluated cost or price and technical rating of the successful and the debriefed offeror and past performance information on the debriefed offeror.
- (3) The overall ranking of all offerors, when any ranking was developed by the agency during source selection.
- (4) A summary of the rationale for award;
- (5) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.
- (6) Reasonable responses to relevant questions posed by the debriefed offeror as to whether source-selection procedures set forth in the solicitation, applicable regulations, and other applicable authorities were followed by the agency.

(End of Provision)

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

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

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

## **E.2 FAR 52.212-1 INSTRUCTIONS TO OFFERORS—COMMERCIAL ITEMS**

1. **Submittal of Quote:** Offerors shall submit quote by email to [Naqikah.Greenfield@va.gov](mailto:Naqikah.Greenfield@va.gov) by the solicitation due date. Please limit graphics or excessive large files during quote submission.

As part of their quote, offerors shall submit the following information:

(1) **Price:**

- a. Complete **SCHEDULE OF SUPPLIES/SERVICES AND PRICES/COSTS**
- b. Fill in SF 1449 blocks 17a, 30a, 30b, and 30c on Page 1.
- c. Fill in 1(a) on Page 3.
- d. Provide the documentation below via email to [Naqikah.Greenfield@va.gov](mailto:Naqikah.Greenfield@va.gov) or mail to:

Naqikah Greenfield, Contract Specialist  
 Captain James A. Lovell Federal Health Care Center (FHCC)  
 3001 Green Bay Road  
 Building 1, Room 326  
 North Chicago, IL 60064-3048

\*VA has a maximum allowable incoming email size limitation including attachments of seven megabytes. Offerors submitting responses via email which exceed seven megabytes shall split their response into multiple email messages so as to not exceed the maximum allowable email size limitation.

(2) **Technical Capability:**

Offerors must provide a valid pesticide license for the State of Illinois and all other Federal, State and Local licenses required to perform all services listed in the Statement of Work.

Offerors must demonstrate its availability to meet the schedule listed in B.3 by completing the Price/Cost Schedule on pages 6.

Offerors must have three (3) of years of experience performing this type of service listed in the Statement of Work at a facility in comparable size to Captain James A. Lovell Federal Health Care Center (FHCC). Proof should include a list of facilities/companies/agencies, size of facility and timespan of service provided for the facility where contractor has performed same or similar work.

Offerors must submit an Integrated Pest Management (IPM) plan for approval with their signed quote. The IPM must meet the minimum requirements listed in the SOW paragraph 1.2, Tasks.

**NOTE: Offerors who fail to submit required documentation may not be considered for award.**

**2. Technical Proposal shall also include the following documentation:**

- a) Registration in SAM in accordance with FAR 52.204-7 System for Award Management (JUL 2013)

**E.3 52.212-2 EVALUATION--COMMERCIAL ITEMS**

(a) The Government will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation is the **LOWEST PRICE TECHNICALLY ACCEPTABLE**. Pursuant to FAR 13.106, the factors identified below will be used to evaluate offers.

**1) Technical Capability;**

In order to be technically acceptable, the Offerer must comply with the following minimum technical requirements:

- a. Offerors must provide a valid pesticide license for the State of Illinois and all other Federal, State and Local licenses required to perform all services listed in the Statement of Work.
- b. Offerors must demonstrate its availability to meet the schedule listed in B.3 by completing the Price/Cost Schedule on pages 6.
- c. Offerors must have three (3) of years of experience performing this type of service listed in the Statement of Work at a facility in comparable size to Captain James A. Lovell Federal Health Care Center (FHCC). Proof should include a list of facilities/companies/agencies, size of facility and timespan of service provided for the facility where contractor has performed same or similar work.
- d. Offerors must submit an Integrated Pest Management (IPM) plan for approval with their signed quote. The IPM must meet the minimum requirements listed in the SOW paragraph 1.2, Tasks.

**2) Price**

(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. For the purposes of the award of this Contract, the Government intends to evaluate the option to extend services, provided under FAR 52.217-8, as follows: The evaluation will consider the possibility that the option can be exercised at any time, and can be exercised in increments of one to six months, but for no more than a total of six months during the life of the contract. The evaluation will assume that the prices for any option exercised under FAR 52.217-8 will be at the same rates as those in effect under the contract. The evaluation will therefore assume that the addition of the price or prices of any possible extension or extensions under FAR 52.217-8 to the total price for the basic requirement and the total price for the priced options has the same effect on the total price of all quotes relative to each other, and will not affect the ranking of quotes based on

price, unless, after reviewing the quotes, the Government determines that there is a basis for finding otherwise. Evaluation of options shall not obligate the Government to exercise the option(s).

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

**(End of Provision)**

#### **E.4 52.216-1 TYPE OF CONTRACT (APR 1984)**

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

(End of Provision)

#### **E.5 52.233-2 SERVICE OF PROTEST (SEP 2006)**

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

Hand-Carried Address:

Department of Veteran Affairs

GLAC (36C252)

3001 Green Bay Rd, Bldg 1, Room 326  
North Chicago IL 60064-3048  
Mailing Address:

Department of Veterans Affairs  
GLAC (36C252)  
Green Bay Rd, Bldg 1, Room 326  
North Chicago IL 60064-3048

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

(End of Provision)

#### **E.6 VAAR 852.233-70 PROTEST CONTENT/ALTERNATIVE DISPUTE RESOLUTION (JAN 2008)**

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

- (1) Include the name, address, fax number, and telephone number of the protester;
- (2) Identify the solicitation and/or contract number;
- (3) Include an original signed by the protester or the protester's representative and at least one copy;

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

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

(6) State the form of relief requested; and

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

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

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

(End of Provision)

## **E.7 VAAR 852.233-71 ALTERNATE PROTEST PROCEDURE (JAN 1998)**

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

(End of Provision)

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

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

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

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

(End of Addendum to 52.212-1)

## **E.8 52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS— COMMERCIAL ITEMS (NOV 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—

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

*Forced or indentured child labor* means all work or service—

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

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

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

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

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

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

- (1) PSC 5510, Lumber and Related Basic Wood Materials;
- (2) Product or Service Group (PSG) 87, Agricultural Supplies;
- (3) PSG 88, Live Animals;
- (4) PSG 89, Subsistence;
- (5) PSC 9410, Crude Grades of Plant Materials;
- (6) PSC 9430, Miscellaneous Crude Animal Products, Inedible;

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

(8) PSC 9610, Ores;

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

(10) PSC 9630, Additive Metal Materials.

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

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

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

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

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

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

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

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

(6) Have been voluntarily suspended.

“Sensitive technology”—

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

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

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

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



*Service-disabled veteran-owned small business concern—*

(1) Means a small business concern—

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

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

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

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

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

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

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

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

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

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

(1) Directly by a parent corporation; or

(2) Through another subsidiary of a parent corporation.

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

*Veteran-owned small business concern* means a small business concern—

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

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

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

*Women-owned small business concern* means a small business concern—

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify

as domestic end products, i.e., an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of “domestic end product.” The terms “commercially available off-the-shelf (COTS) item,” “component,” “domestic end product,” “end product,” “foreign end product,” and “United States” are defined in the clause of this solicitation entitled “Buy American—Supplies.”

(2) Foreign End Products:

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

*[List as necessary]*

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

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

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

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

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

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

*[List as necessary]*

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

Other Foreign End Products:

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

*[List as necessary]*

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

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

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

Canadian End Products:

Line Item No.
_____
_____
_____

*[List as necessary]*

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

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

Canadian or Israeli End Products:

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

*[List as necessary]*

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

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

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

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

_____	_____
_____	_____
_____	_____

*[List as necessary]*

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

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

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

Other End Products:

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

_____	_____
_____	_____
_____	_____

*[List as necessary]*

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

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

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

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

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

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

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

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

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

(ii) *Examples.*

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

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

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



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

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

(1) *Listed end products.*

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

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

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

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

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

(2) ☐ Outside the United States.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

☐ TIN: \_\_\_\_\_.

☐ TIN has been applied for.

☐ TIN is not required because:

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

☐ Offeror is an agency or instrumentality of a foreign government;

☐ Offeror is an agency or instrumentality of the Federal Government.

(4) *Type of organization.*

☐ Sole proprietorship;

☐ Partnership;

☐ Corporate entity (not tax-exempt);

☐ Corporate entity (tax-exempt);

☐ Government entity (Federal, State, or local);

☐ Foreign government;

☐ International organization per 26 CFR 1.6049-4;

☐ Other \_\_\_\_\_.

(5) *Common parent.*

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

☐ Name and TIN of common parent:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(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) [Reserved]

(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).

(End of Provision)