

|  |  |   |  |  |  |  |  |                |  |
|--|--|---|--|--|--|--|--|----------------|--|
| <b>SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS<br/>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, &amp; 30</b>  |  |   |  | 1. REQUISITION NO.   |  | PAGE 1 OF  |  |                |  |
| 2. CONTRACT NO.  |  | 3. AWARD/EFFECTIVE DATE   |  | 4. ORDER NO.   |  | 5. SOLICITATION NUMBER<br>36C25618Q0259  |  |                |  |
| 7. FOR SOLICITATION INFORMATION CALL:  |  | a. NAME<br>Joey Grismore  |  | b. TELEPHONE NO. (No Collect Calls)<br>713.3794.7403   |  | 6. SOLICITATION ISSUE DATE   |  |                |  |
| 9. ISSUED BY<br>Department of Veterans Affairs<br>Acquisition & Materiel Management<br>Michael E. DeBakey VA Medical Center<br>2002 Holcombe Blvd<br>Houston TX 77030 4298   |  |   |  | 10. THIS ACQUISITION IS<br><input type="checkbox"/> UNRESTRICTED OR <input checked="" type="checkbox"/> SET ASIDE: 100 % FOR:<br><input type="checkbox"/> SMALL BUSINESS<br><input type="checkbox"/> HUBZONE SMALL BUSINESS<br><input checked="" type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS<br><input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM<br><input type="checkbox"/> EDWOSB<br><input type="checkbox"/> 8(A)<br>NAICS:<br>SIZE STANDARD:<br>\$15 Mil |  |  |  |                |  |
| 11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED<br><input checked="" type="checkbox"/> SEE SCHEDULE  |  | 12. DISCOUNT TERMS  |  | 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)<br><input type="checkbox"/>  |  | 13b. RATING<br>N/A   |  |                |  |
| 15. DELIVER TO<br>Department of Veterans Affairs<br>Michael E. DeBakey VA Medical Center<br>Receiving Warehouse Building 100<br>2002 Holcombe Blvd<br>Houston TX 77030-4298  |  |   |  | 16. ADMINISTERED BY<br>Department of Veterans Affairs<br>Acquisition & Materiel Management<br>Michael E. DeBakey VA Medical Center<br>2002 Holcombe Blvd<br>Houston TX 77030 4298  |  |  |  |                |  |
| 17a. CONTRACTOR/OFFEROR  |  | FACILITY CODE   |  | 18a. PAYMENT WILL BE MADE BY   |  |  |  |                |  |
| TELEPHONE NO.  |  | DUNS:   |  | DUNS+4:  |  |  |  |                |  |
| <input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER   |  |   |  | <input type="checkbox"/> 18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED<br><input type="checkbox"/> SEE ADDENDUM   |  |  |  |                |  |
| 19. ITEM NO.   |  | 20. See CONTINUATION Page<br>SCHEDULE OF SUPPLIES/SERVICES  |  | 21. QUANTITY   |  | 22. UNIT   |  |                |  |
|  |  | TESTING, INSPECTION, PREVENTATIVE MAINTENANCE, REPAIR, and CERTIFICATION<br><br>Michael E. DeBakey VA Medical Center (MEDVAMC)<br>Houston, Texas 77030<br><br>Please see enclosed SOW and current Wage Determination IAW the Service Contract Act<br>Award will be made to the Contractor with an offer/quote that's most advantageous to the Government IAW the evaluation factors outlined in the "Addendum to FAR 52.212-1".<br><br>Base Year: POP Begin: 01 Mar 2018 POP End: 28 FEB 2019<br>Option Year 1: POP Begin: 01 Mar 2019 POP End: 28 FEB 2020<br>Option Year 2: POP Begin: 01 Mar 2020 POP End: 28 FEB 2021<br>Option Year 3: POP Begin: 01 Mar 2021 POP End: 28 FEB 2022<br>Option Year 4: POP Begin: 01 Mar 2022 POP End: 28 FEB 2023<br><br>(Use Reverse and/or Attach Additional Sheets as Necessary) |  |  |  |  |  | 23. UNIT PRICE |  |
|  |  |   |  |  |  | 24. AMOUNT   |  |                |  |
| 25. ACCOUNTING AND APPROPRIATION DATA See CONTINUATION Page  |  |   |  |  |  | 26. TOTAL AWARD AMOUNT (For Govt. Use Only)  |  |                |  |
| <input checked="" type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA  |  |   |  |  |  | <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.  |  |                |  |
| <input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA  |  |   |  |  |  | <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED   |  |                |  |
| <input type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN _____ COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED |  |   |  |  |  | <input type="checkbox"/> 29. AWARD OF CONTRACT: REF. _____ OFFER DATED _____. YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN IS ACCEPTED AS TO ITEMS: |  |                |  |
| 30a. SIGNATURE OF OFFEROR/CONTRACTOR   |  |   |  | 31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)   |  |  |  |                |  |
| 30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)  |  | 30c. DATE SIGNED  |  | 31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT)   |  | 31c. DATE SIGNED   |  |                |  |

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**SECTION B - CONTINUATION OF SF 1449 BLOCKS**

**B.1 CONTRACT ADMINISTRATION DATA**

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

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

a. CONTRACTOR:

b. GOVERNMENT:

Joey Grismore Contracting Officer  
  
Michael E. DeBakey VA  
Medical Center 2002  
Holcombe Boulevard  
  
Houston, TX 77030

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

|                                     |   |
|-------------------------------------|---|
| <input checked="" type="checkbox"/> | 52.232-34, Payment by Electronic Funds Transfer—Other Than System For Award Management,<br><br>or |
| <input type="checkbox"/>            | 52.232-36, Payment by Third Party   |

3. INVOICES: Invoices shall be submitted in arrears:

a. Quarterly ☐

b. Semi-Annually ☐

c. Other

☒ Monthly In Arrears

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

FSC e-Invoice Payment

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

Invoice Setup Information 1-877-489-

6135 Invoice must be submitted

electronically

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

| AMENDMENT<br>NO | DATE |
|-----------------|------|
|                 |      |
|                 |      |
|                 |      |

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

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

### B.3 PRICE/COST SCHEDULE

| ITEM<br>NUMBER | DESCRIPTION OF<br>SUPPLIES/SERVICES  | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|----------------|--|----------|------|------------|--------|
| <b>0001</b>    | <p>TESTING, INSPECTION,<br/>PREVENTATIVE<br/>MAINTENANCE, REPAIR,<br/>and CALIBRATION</p> <p>Contract Period: Base POP<br/>Begin: 01 Mar 2018</p> <p>POP End: 28 FEB 2019</p>      | 12.00    | MO   | _____      | _____  |
| <b>1002</b>    | <p>TESTING, INSPECTION,<br/>PREVENTATIVE<br/>MAINTENANCE, REPAIR,<br/>and CALIBRATION</p> <p>Contract Period: Option 1 POP<br/>Begin: 01-MAR- 2019</p> <p>POP End: 28 FEB 2020</p> | 12.00    | MO   | _____      | _____  |
| <b>1003</b>    | <p>TESTING, INSPECTION,<br/>PREVENTATIVE<br/>MAINTENANCE, REPAIR,<br/>and CALIBRATION</p>  | 12.00    | MO   | _____      | _____  |

|  |   |       |    |                    |  |
|--|---|-------|----|--------------------|--|
| Contract Period: Option 2 POP<br>Begin: 01-MAR- 2020<br><br>POP End: 28 FEB 2021 |   |       |    |                    |  |
| <b>1004</b>  | TESTING,<br>INSPECTION,<br>PREVENTATIVE<br>MAINTENANCE,<br>REPAIR, and<br>CALIBRATION<br><br>Contract Period: Option 3<br>POP Begin: 01-MAR-<br>2021 POP End: 28 FEB<br>2022  | 12.00 | MO |                    |  |
| <b>1005</b>  | TESTING,<br>INSPECTION,<br>PREVENTATIVE<br>MAINTENANCE,<br>REPAIR, and<br>CALIBRATION<br><br>Contract Period: Option 4<br>POP Begin: 01-MAR- 2022<br><br>POP End: 28 FEB 2023 | 12.00 | MO |                    |  |
|  |   |       |    | <b>GRAND TOTAL</b> |  |

## SECTION C - CONTRACT CLAUSES

### C.1 52.212-4 CONTRACT TERMS AND CONDITIONS— COMMERCIAL ITEMS (JAN 2017)

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

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

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

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

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

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

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

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



such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(g) Invoice.

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

(i) Name and address of the Contractor;

(ii) Invoice date and number;

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

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

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

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

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

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

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

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

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

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

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

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

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

(i) Payment.—

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

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

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

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

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

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

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

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

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

(D) Contractor point of contact.

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

(6) *Interest.*

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

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

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

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

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

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

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

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

(A) The date fixed under this contract.

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

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

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

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

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

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

- (j) *Risk of loss.* Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:
- (1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or
  - (2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.
- (k) *Taxes.* The contract price includes all applicable Federal, State, and local taxes and duties.
- (l) *Termination for the Government's convenience.* The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.
- (m) *Termination for cause.* The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.
- (n) *Title.* Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.
- (o) *Warranty.* The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.
- (p) *Limitation of liability.* Except as otherwise provided by an express warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.
- (q) *Other compliances.* The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.
- (r) *Compliance with laws unique to Government contracts.* The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. chapter 37, Contract Work Hours and Safety Standards; 41 U.S.C. chapter 87, Kickbacks; 41 U.S.C. 4712 and 10 U.S.C. 2409 relating to whistleblower protections; 49 U.S.C. 40118, Fly American; and 41 U.S.C. chapter 21 relating to procurement integrity.
- (s) *Order of precedence.* Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order:
- (1) The schedule of supplies/services.

- (2) The Assignments, Disputes, Payments, Invoice, Other Compliances, Compliance with Laws Unique to Government Contracts, and Unauthorized Obligations paragraphs of this clause;
- (3) The clause at 52.212-5.
- (4) Addenda to this solicitation or contract, including any license agreements for computer software.
- (5) Solicitation provisions if this is a solicitation.

- (6) Other paragraphs of this clause.
- (7) The Standard Form 1449.
- (8) Other documents, exhibits, and attachments
- (9) The specification.
- (t) *System for Award Management (SAM)*.

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

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

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

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

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

(u) *Unauthorized Obligations.*

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

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

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

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

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

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

(End of Clause)

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)

| <b><u>EAR</u></b><br><b><u>Number</u></b> | <b><u>Title</u></b>  | <b><u>Date</u></b> |
|---|--|--------------------|
| 52.204-9                                  | PERSONAL IDENTITY VERIFICATION OF CONTRACTOR<br>PERSONNEL          | JAN 2011           |
| 52.232-40                                 | PROVIDING ACCELERATED PAYMENTS TO SMALL<br>BUSINESS SUBCONTRACTORS | DEC 2013           |
| 52.237-3                                  | CONTINUITY OF SERVICES   | JAN 1991           |

## **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 of contract expiration.

For any option exercised under this clause, the evaluation of options will be accomplished by using the same rates as those in effect under the contract each time an option is exercised under this clause and will be added to the base and all option periods to arrive at the total price.

(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 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

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

(5) 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 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 employer's 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 852.219-10 VA NOTICE OF TOTAL SERVICE-DISABLED VETERAN- OWNED SMALL BUSINESS SET-ASIDE (JUL 2016)(DEVIATION)**

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

(1) Means a small business concern:

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans or eligible surviving spouses (see VAAR 802.201 Surviving Spouse definition);

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

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

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

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

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

(b) *General.*

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



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

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

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

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

(End of Clause)

## **C.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 Tennessee. Further, it is agreed that any negligence of the Government, its officers, agents, servants and employees, shall not be the responsibility of the contractor hereunder with the regard to any claims, loss, damage, injury, and liability resulting there from.

(End of Clause)

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 (JAN 2017)**

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

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

(2) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (NOV 2015). (3) 52.233-3, Protest After Award (Aug 1996) (31 U.S.C. 3553).

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

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

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

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

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

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

☐ (5) [Reserved]

☐ (6) 52.204-14, Service Contract Reporting Requirements (OCT 2016) (Pub. L. 111-117, section 743 of Div. C). ☐ (7) 52.204-15, Service Contract Reporting Requirements for Indefinite-Delivery Contracts (OCT 2016) (Pub. L. 111-117, section 743 of Div. C).

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

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

☐ (10) [Reserved]

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

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

☐ (ii) Alternate I (JAN 2011) of 52.219-4. ☐ (13)

[Reserved]

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

☐ (iii) Alternate II (NOV 2011).

☐ (15)(i) 52.219-7, Notice of Partial Small Business Set-Aside (June 2003) (15 U.S.C. 644). ☐ (ii) Alternate I (Oct 1995) of 52.219-7.

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

☐ (16) 52.219-8, Utilization of Small Business Concerns (NOV 2016) (15 U.S.C. 637(d)(2) and (3)). ☐ (17)(i) 52.219-9, Small Business Subcontracting Plan (JAN 2017) (15 U.S.C. 637(d)(4)).

☐ (ii) Alternate I (NOV 2016) of 52.219-9. ☐ (iii) Alternate II (NOV 2016) of 52.219-9. ☐ (iv) Alternate III (NOV 2016) of 52.219-9. ☐ (v) Alternate IV (NOV 2016) of 52.219-9.

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

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

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

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

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

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

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

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

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

☒ (27) 52.222-21, Prohibition of Segregated Facilities (APR 2015). ☒ (28) 52.222-26, Equal Opportunity (SEP 2016) (E.O. 11246).

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

☒ (30) 52.222-36, Equal Opportunity for Workers with Disabilities (JUL 2014) (29 U.S.C. 793). ☐ (31) 52.222-37, Employment Reports on Veterans (FEB 2016) (38 U.S.C. 4212).

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

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

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

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

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

At that time, DoD, GSA, and NASA will publish a document in the **Federal Register** advising the public of the termination of the injunction.

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

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

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

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

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

[] (40)(i) 52.223-13, Acquisition of EPEAT®-Registered Imaging Equipment (JUN 2014)

(E.O.s 13423 and 13514). [] (ii) Alternate I (OCT 2015) of 52.223-13.

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

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

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

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

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

☒ (44) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (AUG 2011) ☐ (45) 52.223-20, Aerosols (JUN 2016) (E.O. 13693).

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

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

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

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

☐ (49)(i) 52.225-3, Buy American—Free Trade Agreements—Israeli Trade Act (MAY 2014) (41 U.S.C. chapter 83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, Pub. L. 103-182, 108-77, 108-

78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43.

☐ (ii) Alternate I (MAY 2014) of 52.225-3. ☐ (iii) Alternate II (MAY 2014) of 52.225-3. ☐ (iv) Alternate III (MAY 2014) of 52.225-3.

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

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

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

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

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

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

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

2307(f)). ☐ (57) 52.232-33, Payment by Electronic Funds Transfer—System for Award Management (Jul 2013) (31 U.S.C.3332).

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

[] (10) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (MAY 2014) (42 U.S.C. 1792). [] (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 (I) of FAR clause 52.222-17.

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

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

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

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

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

(x) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496).  
Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.

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

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

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

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

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

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

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

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

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

(xviii) 52.222-60, Paycheck Transparency (Executive Order 13673) (OCT2016)).

(xix) 52.222-62 Paid Sick Leave Under Executive Order 13706 (JAN 2017) (E.O. 13706). (xx)(A) 52.224-3, Privacy Training (JAN 2017) (5 U.S.C.552a).

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

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

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

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

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

(End of Clause)

## **SECTION D - CONTRACT DOCUMENTS, EXHIBITS, OR ATTACHMENTS**

### **STATEMENT OF WORK**

**TESTING, INSPECTION, PREVENTATIVE MAINTENANCE, REPAIR,  
and CALIBRATION of FIRE ALARM and FIRE SUPPRESSION SYSTEMS**

1. **General Requirements:** Contractor shall furnish all labor, tools, replacement parts, and equipment to perform Quarterly, Semi-Annual, Annual Inspections, Tests, Calibrations, Preventative Maintenance, Repair, Panel and Network Programming, and Maintenance on ALL the Fire Alarm and Sprinkler Systems at the Michael E. DeBakey VA Medical Center (MEDVAMC) per the specifications listed below. All work shall be done and documented in accordance with the current National Fire Protection Association (NFPA) Standards and Code Requirements.

**Government is looking for Contractor who can provide the following:**

2. All Inspections shall be completed plus or minus 20 days for Semi-Annual Inspections and plus or minus 30 days for Annual Inspections from previous inspection completion dates.

Quarterly: all work shall be completed by the end of the third month of each quarter.

The Quarterly inspections shall be completed no later than December, March, June, and September respectively. See section 6 for Documentation for test and reporting requirements.

- 2.1: Test and inspect fire protection equipment to include the following. Document all items.
  - 2.1.1 Verify that all alarm devices are properly received at the alarm panels.
  - 2.1.2 Verify that all trouble signals are properly received at the alarm panels.
  - 2.1.3 Check that all fire alarm panels are not obstructed and show no signs of damage.
  - 2.1.4 Check fire alarm panel batteries for proper operation and capacity. Perform visual inspection for corrosion or leakage. Check and ensure tightness of connections. Clean and coat battery terminals and connections.
- 2.2: Test off-premises emergency services notification transmission equipment and document.
- 2.3: Test Fire Alarm supervisory circuits including the fire pump supervisory signals; pump run, power off, and phase reversal. The test will include separately introducing a break in the line and a ground fault condition in each supervisory circuit. Documentation of all tests and results shall be submitted no later than two weeks after inspections.
- 2.4: Test Low Air Pressure Alarms on ALL Dry Pipe Sprinkler Systems and document findings.
- 2.5: Inspect all Fire Department Connections (FDC), valves, and Post Indicator Valves (PIV). Verify connections are visible and accessible, not damaged,

caps or plugs are in place, identification sign is in place, and automatic drain is working properly. Document all findings as per Section 6.

3. Semi-Annually: All work shall be completed on the first and third quarterly inspections. See Section 6 for Documentation for Test and Inspection requirements.
  - 3.1 Test all valve tamper switches and water flow devices.
  - 3.2 Test all water storage tank high- and low- water alarms.
  - 3.3 Inspect maintain all Kitchen and Hazardous Waste and Chemical Storage Automatic Fire Extinguishing Systems per NFPA Standards and Codes.
  - 3.4 Test Fire Alarm System batteries as follows:
    - 3.4.1 Battery Replacement - replace batteries in accordance with the recommendations of the alarm equipment manufacturer or when recharged battery voltage or current (Amp Hour(AH) capacity) falls below the manufacturer's recommendations.
    - 3.4.2 Charger test – with the batteries fully charged and connected to the charger, place an ampere meter in series with the battery under charge. The charging current shall be in accordance with the manufacturers recommendations for the battery being used, in the absence of specific information, 1/30 – 1/25 of the battery rating shall be used.
    - 3.4.3 Discharge test – with the battery charger disconnected, load test the batteries with a calibrated Voltage/AH meter and following the manufacture's recommendations. The voltage level and AH rating shall not fall below the levels specified by battery manufacturer.
    - 3.4.4 Load Voltage Test – with the battery charger disconnected, measure the terminal voltage with Battery Load Test Meter while supplying the maximum load required by application. Under load, the float voltage for the entire battery shall be 1.42 volts per cell, nominal. Cells shall be measured individually.
  - 3.5 Test Elevator Recall Function for ALL elevators. Facility has a total of 47 elevator units including dumbwaiters.
4. Annually: All work shall be completed on the third quarter inspection.

Annual inspections shall be accomplished by inspecting one quarter of the devices. See Section 6 for Documentation for test and inspection reporting requirements

- 4.1 Test all duct detectors, electro-mechanical releasing devices, electronic magnetic locks, heat detectors, manual pull stations, and smoke detectors.
- 4.2 Conduct biennial (two year) sensitivity testing of all building smoke alarms.
- 4.3 Test occupant alarm notification devices, including all audible devices, speakers, strobe lights, and speaker/strobe combinations.
- 4.4 Test ALL Automatic Smoke Detection shut-down devices for Air Handling Unit (AHU) equipment.
- 4.5 Inspect and test fire and smoke door assemblies and document all test results.

**Each Test shall be performed as follows:**

Conduct a visual inspection from both side of the door assemblies to identify any damaged or missing parts that can create a hazard during testing or affect operation or resetting.

4.5.1

**The following items shall be verified:**

- 4.5.1.1 No open holes or breaks exist in surfaces of either the door or frame.
- 4.5.1.2 Glazing, vision light frames, and glazing beads are intact and securely fastened in place, if so equipped.
- 4.5.1.3 The door, frame, hinges, hardware, and non-combustible threshold are secured aligned, and in working order with no visible signs of damage.
- 4.5.1.4 No parts are missing or broken.
- 4.5.1.5 Door Clearances do not exceed allowed clearances.
- 4.5.1.6 The self-closing devices are operational; and the active door closes when operated from the full open position.
- 4.5.1.7 If a coordinator is installed, the inactive leaf closes before the active leaf.
- 4.5.1.8 Latching hardware operates and secures the door when in the closed position
- 4.5.1.9 Auxiliary hardware items that interfere or prohibit operation are not installed on the door or frame.
- 4.5.1.10 No field modifications to the door assembly have been performed that void the label
- 4.5.1.11 Gaskets and edge seals, are inspected to verify their presence and integrity

- 4.5.12 Conduct an operational test to verify that the assembly will close under fire conditions and reset the assembly. Send alarm signal to ensure doors close properly with proper clearances and latching.
- 4.6 Test all emergency exit doors and Electronic Mag Locks to ensure Locks release on Fire Alarm and Emergency Egress condition. Any issues with emergency exit doors will be reported immediately to the COR.
- 4.7 Test FM 200 Gas Systems for proper operation.
- 4.8 Conduct Main Drain test at all system Risers. Record the static water supply water pressure as indicated on the lower pressure gauge. Open the Main Drain and allow water flow to stabilize. Record the residual water supply pressure while water is flowing from the main drain as indicated on the lower pressure gauge. Close the main drain (slowly).
- 4.9 Test fire pump under flow per NFPA 25, Chapter 8. Provide results in tabular and graphical forms and compare collected fire pump test information to manufacture's specifications. Recommend corrective actions for any deviations greater than 5%.
- 4.10 Test Elevator Recall functions on ALL elevators on the MEDVAMC Campus.
- 4.11 Fire Hydrants – Maintain and test all fire hydrants. Lubricate operating nut, lubricate packing, lubricate thrust collar, and operate the fire hydrant with water discharging for not less than one minute to verify adequate pressure and capacity.
- 4.12 Sprinklers - Inspect all sprinklers. Visually inspect sprinkler, sprinkler piping, pipe, hangers and seismic braces to make sure they are in good condition. Verify supply of spare sprinklers.
- 4.13 Dry Pipe Systems - Inspect and test dry pipe systems. Trip test the dry pipe valve. Record the time from opening the inspector's test valve until the dry pipe valve trips. Internally inspect dry pipe valve. Test air pressure maintenance device.
- 4.14 Pre-action Systems - Inspect and test preaction systems. Test fire detection system for proper operation. Trip test the preaction system. Internally inspect preaction valve. Test automatic air pressure maintenance device (if provided) at time of trip test.
- 4.15 Maintenance and Parts Rider – This contract shall include \$10,000.00 per year maintenance and parts rider per year to provide for emergency repairs of fire alarm and suppression systems deficiencies discovered during the execution of this contract.



5. All work shall be conducted by Contractor Personnel that are Honeywell Notifier Licensed and National Institute for Certification in Engineering (NICET) Level 2 qualified per NFPA, local Fire Codes, Texas Department of Licensing and Regulation (TDLR), and approved by the Authority Having Jurisdiction (AHJ).
6. **Documentation:**
  - 6.1 ALL inspections shall be documented and be available in hard and electronic copies. All inspection and testing reports should be available to the CO and the COR within two weeks from the final date of the quarterly tests and inspections.
  - 6.2 ALL Installation, Inspection, Deficiency, and Repair Tags shall be installed on systems.
  - 6.3 All reports shall include device lists, testing results, recommended repair procedures, ALL testing procedures, and locations of all devices and equipment and date testing was completed.
  - 6.4 Quarterly: ALL Inspections shall be completed by the 3<sup>rd</sup> month of each Quarter. e.g. 1<sup>st</sup> quarter ends on March 31; 2<sup>nd</sup> Quarter ends on June 30; 3<sup>rd</sup> Quarter ends on September 30; and 4<sup>th</sup> Quarter ends on December 31.
  - 6.5 Semi-Annual Inspections shall to be completed in the 1<sup>st</sup> and 3<sup>rd</sup> Quarters.
  - 6.6 Annual Inspections shall be completed in the 2<sup>nd</sup> Quarter.
  - 6.7 FA Device Inventory – Honeywell Notifier eVance scanning and reporting, use scanner and reporting system after testing each device for inventory and Honeywell Notifier software eVANCE report generation and recommended repair or corrections.
  - 6.8 Inspection Tags, Installation Tags, Calculation Plates, Inspection Reports, Fire Pump Tabular and Graphical dynamic test reports, JACHO Report Format (when required), ALL Alarms and Trouble Alarms when conducting testing shall be recorded and documented.
  - 6.9 Inspector Credentials: Honeywell Notifier Certified/Trained Technicians, NICET Level 2 Certified, TDLR license numbers for All inspectors and technicians with current documentation shall be made available to the Contracting Officer (CO).
7. Infection Control Risk Assessment (ICRA) permits shall be obtained from the MEDVAMC Safety Department and provisions adhered to before working in ALL areas of the MEDVAMC Campus.
8. FA AHU Shutdown Inspection shall be verified that ALL associated AHUs shut down when Duct Detectors are tripped.

9. FA System Mode Offline/Test Zones shall be coordinated with MEDVAMC Energy Control Center (ECC) and notify MEDVAMC PD of ALL testing and Alarms unrelated with Fire Alarm and FA Sprinkler Testing.
10. FA System Trouble Repair/troubleshooting; all troubles and failures shall be reported to the COR. A cost estimate for the repairs will be given to the COR and the repairs will be paid out of the \$10,000 per year rider (see 4.15) or a separate purchase card or purchase order will be issued.
11. FS Hydrant Testing and Maintenance, repair all hydrants, flow testing, weep hole drainage, water flow and pressure results shall be reported and ALL discrepancies corrected as per #10 above.
12. FA Annunciator Testing shall be performed on ALL buildings and floors.
13. FA Overhead Door Drop Test – test operation Semi-Annual and repair any discrepancies or replace defective hardware as per # 10 above.
14. FS Dry System Full trip; FS Dry System internal cleaning and maintenance, piping pitch, drains, piping hanging and mounting hardware are ALL intact.
15. FS Dry Systems (3 each) Partial Trip, Full Trip, and Low Air Pressure test.
16. FS 5 Year Hydro test to be performed on three each Dry Sprinkler Systems.
17. FS Wet Pipe Inspection; Tamper and Flow Switches, Main Drain
18. Fire Alarm Speaker Testing – All speakers on every floor and building shall be tested using ALL individual Honeywell Notifier Digital Voice Control (DVC) announcements; ALL speakers to be scanned to Honeywell Notifier eVance for inventory report after pass/fail inspection and document on reports. Honeywell Notifier eVance report should also be generated.
19. FA Strobe Testing and Repair: ALL strobes shall be tested, scanned for inventory and reports. All open circuits shall  
  
be repaired and documented.
20. Fire Alarm System Maintenance and Repair shall use current model year or later parts, equipment, and devices.

21. Fire Alarm Panel Replacement, Display Replacement, Digital Voice Control Panels (DVC), DVC Amps, Network Communication Boards, Network Communication Repeaters, Field Charger Power Supply Panels and Circuit Boards, Smoke Detectors, Heat detectors, Duct Detectors, Carbon Monoxide Detectors, Flow Switches, Tamper Switches, and ALL existing and remaining devices shall be repaired or replaced if necessary as per paragraph 10 above.
22. FA Strobes and circuits shall be maintained and ALL open/short circuits repaired to keep FA Trouble Alarms cleared on FA panels. ALL Field Charger Power Supplies and boosters for the Strobes Circuits shall be inspected, cleaned, and batteries tested and replaced if necessary.
23. Fire Alarm Device repair/replacement shall be done for any detectors, displays, Network Communication Cards, Repeaters, and all existing and remaining devices failure or malfunction.
24. FA Battery Testing and Replacement shall be done – Manufacturer recommended replacement and testing documentation, Semi-Annual Amp Hour (AH) and Voltage Readings of batteries; replace if below capacity or factory replacement recommendation.
25. Honeywell Notifier Factory Training and Annual Recurring Licensing for Honeywell Notifier eVANCE and Notifier Fire Alarm Technician Training shall be provided for 6 each MEDVAMC Electronics Technicians.
26. Fire Sprinkler Internal Inspections (5 year) shall be performed on all Fire Sprinkler Systems at buildings the MEDVAMC.
27. Fire Sprinkler Hydro Testing; All FS Systems shall be Hydro-Tested and documentation provided.
28. Fire Sprinkler Flow Testing, Fire Pump with Tabular and Graphical data results
29. Fire Sprinkler Valve Maintenance, Post Indicator Valves (PIV), Water Motor Gongs, Alarm Bells, FDC Inspection, FDC Caps and Back Flow Preventers, Clean-out rust, corrosion, and debris, Dry System Low Air  
Testing and Compressor repair/ replacement (as per paragraph 10 above), (5 Year) Gauge Replacement, Stand Pipe Hose Valves (stair wells), flow and tamper switches

30. Fire Sprinkler Low Point Drain and Dry System Piping Pitch verification (3 year)
31. Fire Sprinkler Stand Pipe Flow Testing (5 year) testing shall meet or exceed required results.
32. FA Hazardous Waste Storage Building Inspections (Semi-Annual) fusible links and tanks shall be tested and Fusible Links replaced with current Year of Manufacture on each inspection.
33. FM 200 Gas Fire Suppression System Inspections (Semi- Annual) All sensors, devices, and batteries shall be tested at each inspection.
34. Kitchen Hood Fire Suppression Systems Inspections (Semi-Annual) All sensors, devices, and batteries shall be tested at each inspection.
35. ALL the Latest NFPA Code Standards and Joint Commission Standards shall be adhered to.
36. EP Class Inspection Report separation per Elements of Performance (EP)
37. Scheduling Inspections shall be due +/- 20 for (Semi-Annual) and +/- 30 for (Annual) days from last inspection dates.
38. Contractor will sign in and out each time their personnel come to the MEDVAMC to execute work under this contract. Upon arrival on station all personnel will sign at B104 Energy Control Center and sign out again upon leaving for the day. All inspections should be scheduled with the COR at least two weeks in advance.
39. Two-way Radio Communication while performing FA Testing from FA Inspector at devices and FA Inspector at Fire Alarm Panel shall be maintained to report Fire Alarms not associated with the testing to alert local authorities.
40. Annual Fire Sprinkler Inspection – all spaces, buildings, FA Systems and Components shall be inspected and documented.
41. Trouble Alarm repair/replacement; including panel failure, open and short circuits, boosters and battery chargers, Smoke Detectors, Heat Detectors, Duct detectors, Combination Quad Detectors, Carbon Monoxide Detectors, Acclimate Smoke Detectors, Work Stations, and all existing and remaining devices and equipment as per paragraph 10 above.

42. Biennial Smoke and Duct Detector (existing and remaining) sensitivity testing and cleaning, duct detector cleaning, sensitivity testing and Preventative Maintenance.

43. Buildings:

- 100 Main Hospital Building
- 102 Auto Garage
- 102A Storage Building
- 103 FMS Shops
- 104 A/C Plant
- 105 Boiler Plant
- 105A Boiler Plant Generator Power Plant
- 106 B-100 Generator Plant
- 108 PD/VISOR
- 108A MHCL
- 109 Research
- 110 Admin
- 114 Pump House
- 120 Mental Health
- 121 MHCL
- 122 Telecommunications
- 123 CH&P
- Fisher House 1, 2, and 3
- Parking Garages

44. Magnetic Door Holders and Electronic Magnetic Door Locks shall be tested and ensure ALL release from a Fire Alarm. Document all results and repair (as per paragraph 10) if required.

45. Performance-Based Program as an alternative means of compliance and where approved by the AHJ, components and systems shall be permitted to be inspected, tested, and maintained under a performance-based program (NFPA 25 4.7).

46. ALL Fire Alarm Panels shall not have any trouble or Alarms showing and discrepancies shall be addressed immediately.

47. Any missing or required devices found in inspections shall be installed, programmed into Fire Alarm Panels, tested, and documented (as per paragraph 10).

48. The contractor shall provide (annually) one /one hour general overview of the Honeywell Notifier system information (lights, codes, etc.) to VA Staff.

49. A Quality Assurance Surveillance Plan (QASP) shall be implemented to ensure ALL work performed is satisfactory.

| Required Services     | Performance Standard (PS)   | Acceptable Quality Level or AQL (Maximum allowable deviation from PS)   | Surveillance Method                       | Percentage of Contract Price Line Item | Disincentives for Exceeding AQL                     |
|-----------------------|---|---|---|--|---|
| <b>Quarterly Test</b> | 1. <b>Quantity:</b><br>100% of all applicable components specified under                                    | 0%  | Random inspection & inspection of reports | 70%                                    | Percent deduction to be determined by percentage of |
| Required Services     | Performance Standard (PS)   | Acceptable Quality Level or AQL (Maximum allowable deviation from PS)   | Surveillance Method                       | Percentage of Contract Price Line Item | Disincentives for Exceeding AQL                     |
|                       | section III of the PWS must be completely tested.   |   |   |  | components not tested                               |
|                       | 2. <b>Promptness:</b> all work to be done by the second month of each quarter                               | One quarter in which work is not done within the second month but no later than the third month of that quarter | Inspection of Sign-in/Sign-out log        | 5%                                     | 10% of line item price to be deducted               |
|                       | 3. <b>Report Quality:</b> reports to be completed in accordance with section VI of the PWS where applicable | 0%  | Inspection of reports                     | 20%                                    | 10% of line item price to be deducted               |

|                               |   |  |  |            |  |
|-------------------------------|---|--|--|------------|--|
|                               | <p><b>4. Report Promptness:</b> reports to be submitted within 2 weeks after the services provided</p>                          | <p>One report not submitted within 2-week timeframe but no later than the third week after work was done</p> | <p>Inspection of reports</p>                         | <p>5%</p>  | <p>10% of line item price to be deducted</p>                                     |
| <p><b>Semiannual Test</b></p> | <p>1. <b>Quantity</b> : 100% of all applicable components specified under section III of the PWS must be completely tested.</p> | <p>0%</p>  | <p>Random inspection &amp; inspection of reports</p> | <p>70%</p> | <p>Percent deduction to be determined by percentage of components not tested</p> |
|                               | <p>2. <b>Promptness:</b> all work to be done by the time of the first and third quarterly inspections.</p>                      | <p>One test in which work is not done within November or May but no later than December or June</p>          | <p>Inspection of Sign-in/Sign-out log</p>            | <p>5%</p>  | <p>10% of line item price to be deducted</p>                                     |

| Required Services | Performance Standard (PS)  | Acceptable Quality Level or AQL (Maximum allowable deviation from PS)                                   | Surveillance Method                       | Percentage of Contract Price Line Item | Disincentives for Exceeding AQL   |
|-------------------|--|---|---|--|---|
|                   | 3. <b>Report Quality:</b> reports to be completed in accordance with section VI of the PWS where applicable              | 0%  | Inspection of reports                     | 20%                                    | 10% of line item price to be deducted                                     |
|                   | 4. <b>Report Promptness:</b> reports to be submitted within 2 weeks after the services provided                          | One report not submitted within 2-week timeframe but no later than the third week after work was done   | Inspection of reports                     | 5%                                     | 10% of line item price to be deducted                                     |
|                   | 1. <b>Quantity</b> : 100% of all applicable components specified under section III of the PWS must be completely tested. | 0%  | Random inspection & inspection of reports | 70%                                    | Percent deduction to be determined by percentage of components not tested |
|                   | 2. <b>Promptness:</b> all work to be done by the time of the third quarterly inspection.                                 | Work not done by May but no later than June <u>or</u> not according to the quarterly requirements above | Inspection of Sign-in/Sign-out log        | 5%                                     | 10% of line item price to be deducted                                     |



|                    |   |   |                       |     |                                       |
|--------------------|---|---|-----------------------|-----|---------------------------------------|
| <b>Annual Test</b> | <b>3. Report Quality:</b> reports to be completed in accordance with section VI of the PWS where applicable | 0%  | Inspection of reports | 20% | 10% of line item price to be deducted |
|                    | <b>4. Report Promptness:</b> reports to be submitted within 2 weeks after the services provided             | One report not submitted within 2-week timeframe but no later than the third week after work was done | Inspection of reports | 5%  | 10% of line item price to be deducted |

| Required Services                      | Performance Standard (PS)  | Acceptable Quality Level or AQL (Maximum allowable deviation from PS)      | Surveillance Method                       | Percentage of Contract Price Line Item | Disincentives for Exceeding AQL  |
|--|--|--|---|--|--|
| <b>Annual Testing of Fire Hydrants</b> | 1. <b>Quantity:</b><br>100% of all applicable components specified under section III of the PWS must be completely tested. | 0%   | Random inspection & inspection of reports | 70%                                    | Percent deduction to be determined by the percentage of applicable components not tested |
|  | 2. <b>Promptness:</b> all work to be done by May   | Work not done by May but no later than June                                | Inspection of Sign-in/Sign-out log        | 5%                                     | 10% of line item price to be deducted  |
|  | 3. <b>Report Quality:</b> reports to be completed in accordance with section VI of the PWS where applicable                | 0%   | Inspection of reports                     | 20%                                    | 10% of line item price to be deducted  |
|  | 4. <b>Report Promptness:</b> reports to be submitted within 2 weeks after the services provided                            | Report submitted no later than the third week after the test was completed | Inspection of reports                     | 5%                                     | 10% of line item price to be deducted  |

| Required Services                             | Performance Standard (PS)   | Acceptable Quality Level or AQL (Maximum allowable deviation from PS)      | Surveillance Method                       | Percentage of Contract Price Line Item | Disincentives for Exceeding AQL  |
|---|---|--|---|--|--|
| <b>Sensitivity Testing of Smoke Detectors</b> | 1. <b>Quantity</b><br>: 100% of all applicable components specified under section III of the PWS must be completely tested. | 0%   | Random inspection & inspection of reports | 70%                                    | Percent deduction to be determined by the percentage of applicable components not tested |
|   | 2. <b>Promptness:</b><br>all work to be done by May   | Work not done by May but no later than June                                | Inspection of Sign-in/Sign-out log        | 5%                                     | 10% of line item price to be deducted  |
|   | 3. <b>Report Quality:</b> reports to be completed in accordance with section VI of the PWS where applicable                 | 0%   | Inspection of reports                     | 20%                                    | 10% of line item price to be deducted  |
|   | 4. <b>Report Promptness:</b><br>reports to be submitted within 2 weeks after the services provided                          | Report submitted no later than the third week after the test was completed | Inspection of reports                     | 5%                                     | 10% of line item price to be deducted  |

54. **Location of Work**

Michael E. Debakey VA Medical Center (MEDVAMC) located at 2002 Holcombe Boulevard, Houston, Texas 77030.

55. **Materials and Workmanship**

All new material becomes the property of the Government. When requesting approval, the Contractor is required to provide full information concerning the material or articles. When directed to do so, the contractor shall submit samples for approval at the contractor's expense, with all shipping charges prepaid.

The Contracting Officer may require, in writing, that the Contractor remove from the workplace any employee the Contracting Officer deems incompetent, careless, or otherwise objectionable. All work under this contract shall be performed and accomplished by competent and experienced personnel who are trained and certified by the manufacturer of the model listed in this contract. The contractor can be required to furnish valid proof of this training and certification as well as related work experiences as one of the bidder's qualifications for the offer to be considered.

56. **Inspection of Materials and Articles**

Notwithstanding any other terms and conditions of this contract,

- Inspection of materials and articles furnished under this contract will be made at the site by the COR or his designee, unless otherwise provided for in the specifications.
- Final inspection will not be made until the contract work is ready for beneficial use or occupancy. The contractor will be required to notify the Contracting Officer, through the COR, prior to the date on which the work will be ready for final inspection.

57. **Safety Requirements**

In the performance of this contract, the Government is seeking a contractor who can take such safety precautions as the Contracting Officer, or his/her designee, may determine to be reasonably necessary to protect the lives and health of occupants of the building.

The Contractor employees shall have documentation for 30 Hour Construction Safety Training and 10 hour training as required.

The Contractor will be required to have one supervisory employee, who will disseminate requirements to those who work at our facility, report to the Safety Manager's office for a one- (1) time training class before working on-site.

The Contracting Officer (CO) or his/her designee will notify the contractor of any noncompliance with the foregoing provisions and the action to be taken. The contractor, after receipt of such notice, will be required to immediately correct the conditions to which attention has been directed. Such notice, when served on the contractor or his representative at the site of work, shall be deemed sufficient for the purpose aforesaid. If the contractor fails or refuses to comply promptly with such notice, the Contracting Officer may issue an order stopping all or any part of the work and hold the contractor in default.

58. **Work Schedule**

**Work hours: work hours are normally 8:00 A.M. - 4:30P.M., weekdays excluding Federal holidays. (Contact COR for approval to work outside these hours).**

Federal holidays: Without prior approval from the COR no work shall be performed on these days. The ten Federal holidays are:

- *New Year's Day*
- *Martin Luther King's Birthday*
- *Presidents Day*
- *Memorial Day*
- *Independence Day*
- *Labor Day*
- *Columbus Day*
- *Veterans Day*
- *Thanksgiving*
- *Christmas*

If a holiday falls on Saturday or Sunday it is observed on Friday or Monday, respectively and no work shall be performed on these days without prior approval.

59. **Utility Interruptions**

**The Government is seeking contractor who can:**

Coordinate any planned utility shutdowns with the COR. Contractors shall not work on energized circuits.

Only testing of de-energized circuits is authorized, Utility Shut down request shall be approved by MEDVAMC Director, and that proper ARC Flash Hazard PPE is worn. The contractor will be required to notify the MEDVAMC Electric Shop (phone: 713-794-7591 or 713-791-1414 X- 25884) immediately if Electrical Circuits are interrupted.

60. **Warranty**

The warranty should at a minimum include, but may not be limited to the following: -

60.1 In addition to any other warranties in this contract, the contractor warrants, except as provided in paragraph (i) of this clause, that work performed under this contract conforms to the contract requirements and is free of any defect in equipment, material, or workmanship performed by the contractor or any subcontractor or supplier at any tier for a period of one year. Any new equipment, software or installations under this contract will be warranted for three (3) years from date of acceptance.

The Contractor shall remedy at the contractor's expense any failure to conform, or any defect. In addition, the Contractor shall remedy at the contractor's expense any damage to Government-owned or controlled real or personal property, when that damage is the result of—

The Contractor's failure to conform to contract requirements; Any defect of equipment, material or workmanship.

The contractor shall restore any work damaged in fulfilling the terms and conditions of this clause. The Contractor's warranty with respect to work repaired or replaced will run for 1 year from the date of repair or replacement.

The Contracting Officer will notify the Contractor, in writing, within a reasonable time after the discovery of any failure, defect, or damage.

60.2 If the Contractor fails to remedy any failure, defect, or damage within a reasonable time after receipt of notice, the Government shall have the right to replace, repair, or otherwise remedy the failure, defect, or damage at the contractor's expense.

60.3 With respect to all warranties, express or implied, from subcontractors, manufacturers, or suppliers for work performed and materials furnished under this contract, the contractor shall

- i Obtain all warranties that would be given in normal commercial practice;
- ii Require all warranties to be executed, in writing, for the benefit of the Government, if directed by the Contracting Officer; and
- iii Enforce all warranties for the benefit of the Government, if directed by the Contracting Officer.

60.4 In the event the contractor's warranty under paragraph (b) of this clause has expired, the Government may bring suit at its expense to enforce a subcontractor's, manufacturers', or supplier's warranty.

60.5 Unless a defect is caused by the negligence of the Contractor or subcontractor or supplier at any tier, the contractor shall not be liable for the repair of any defects of material or design furnished by the Government or for the repair of any damage that result from any defect in Government-furnished material or design.

60.6 This warranty shall not limit the Government's rights under the Inspection and Acceptance clause of this contract with respect to latent defects, gross mistakes, or fraud.

61. **Invoice and Payment**

Notwithstanding to FAR 52.212-4, invoice shall be billed in arrears, and payment shall be processed upon the receipt of a properly prepared invoice. Payments will be made monthly via EFT (Electronic Fund Transfer) from the VA Financial Service Center. All invoices shall reference both contract number and purchase order number which will be issued by the Contracting Officer. Contractor shall be responsible for ensuring that there is a correct purchase order number on the invoices. Invoices without purchase order number or with incorrect purchase order number will be rejected.

62. **Identification Cards**

PIV badging and background checks required for all contractor personnel. Allow ample time for fingerprinting, background checks, and PIV badge printing (up to 4 months) or flash badging to be determined by VA management.

63. **Contractor Mandatory Training**

Contractor Personnel shall complete the following training prior to start of work at the MEDVAMC. Training available on MEDVAMC Training Management System (TMS) or Source as listed. Documentation of completed training shall be submitted and kept on record.

|                                       |
|---------------------------------------|
| Contractor Rules of Behavior          |
| Phone ID by VA Police: Police Service |
| Finger Printed (as required): HR      |
| VA Privacy Training                   |



|   |
|---|
| Cyber Security Training                                 |
| Fire and Safety Training                                |
| Infection Control policy and Procedures                 |
| Emergency Preparedness / Disaster Policy and Procedures |

64. **Devices**

1. Locations will be by verified MEDVAMC and ALL existing and remaining devices shall be added to the following list.

| Building→  | 100         | 102-<br>103 | 104-<br>105 | 106  | 108  | Fisher | 109       | 110       | 114  | 120  | 121 | 122 | Site | TOTAL   |
|--|-------------|-------------|-------------|------|------|--------|-----------|-----------|------|------|-----|-----|------|---------|
| Square Feet<br>Sprinklered<br>→                                    | 167946<br>3 | 0           | 0           | 5376 | 6250 | 25000  | 7398<br>0 | 6295<br>0 | 1000 | 4290 | 0   | 0   | 0    | 1849309 |
| Door<br>unlocks  | 101         |             |             |      | 1    |        |           |           |      |      |     |     |      | 102     |
| Elevator<br>recall--<br>primary                                    | 158         |             |             |      |      | 1      | 2         | 2         |      |      |     |     |      | 163     |
| Elevator<br>recall--<br>secondary                                  | 158         |             |             |      |      | 1      | 2         | 2         |      |      |     |     |      | 163     |
| Emergency<br>exit doors  | 15          |             |             |      |      |        |           |           |      |      |     |     |      | 15      |
| Fire and<br>smoke<br>doors<br>(pairs)                              | 94          |             |             |      |      | 2      |           |           |      |      |     |     |      | 96      |
| Fire<br>department<br>connection<br>s                              | 5           | 1           |             |      |      | 1      | 4         |           |      |      |     |     |      | 11      |
| Fire<br>department<br>valves                                       | 80          |             |             |      |      |        |           |           |      |      |     |     |      | 80      |
| Supervis<br>ory<br>signal/off<br>-<br>premises<br>transmiss<br>ion | 1           | 1           | 1           | 1    | 1    | 1      | 1         | 1         |      | 1    | 1   | 1   |      | 11      |
| Heat<br>detectors  | 10          |             |             | 16   |      | 3      | 5         |           | 4    |      |     |     |      | 38      |

|                      |     |   |   |   |   |    |   |   |   |   |    |    |  |     |
|----------------------|-----|---|---|---|---|----|---|---|---|---|----|----|--|-----|
| Tamper switches      | 74  |   |   |   |   | 1  | 1 | 2 |   |   |    |    |  | 78  |
| Water flow switches  | 74  |   |   | 1 | 1 | 1  | 3 | 4 |   |   |    |    |  | 84  |
| Air handler shutdown | 100 | 1 |   |   | 2 |    | 3 | 5 |   |   |    |    |  | 111 |
| Bells                |     | 4 | 7 | 3 | 2 | 15 |   |   | 1 | 5 | 15 | 15 |  | 67  |
| Booster              | 2   |   |   |   |   |    |   | 2 |   |   |    |    |  | 4   |
| Chimes               |     | 1 | 2 |   | 3 |    |   |   |   |   |    |    |  | 6   |
| FM 200 system        | 2   |   |   |   |   |    |   |   |   |   |    |    |  | 2   |
| Dry sprinkler system | 2   |   |   |   |   |    |   |   |   |   |    |    |  | 2   |

Center Fire Protection System Devices

|                        |      |   |   |   |   |    |    |    |   |    |   |    |      |
|------------------------|------|---|---|---|---|----|----|----|---|----|---|----|------|
| Duct detectors         | 200  | 2 |   |   | 5 | 3  | 6  |    |   |    |   |    | 216  |
| Fire hydrants          |      |   |   |   |   |    |    |    |   |    |   | 21 | 21   |
| Fire pump              |      |   |   |   |   |    |    | 1  |   |    |   |    | 1    |
| Horns                  |      |   |   |   |   | 9  |    |    |   |    |   |    | 9    |
| Horn/Strobes           | 19   |   | 1 |   | 3 |    | 25 | 23 |   | 3  |   |    | 74   |
| Manual pull stations   | 319  | 7 | 8 | 3 | 5 | 15 | 16 | 18 | 1 | 4  | 6 | 8  | 410  |
| Phone jacks/Telephones | 111  |   |   |   |   |    |    |    |   |    |   |    | 111  |
| Remote indicators      | 248  |   |   |   | 1 |    | 1  | 1  |   |    |   |    | 251  |
| Smoke detectors        | 547  |   |   |   | 8 | 30 | 13 | 6  |   | 17 | 2 | 2  | 625  |
| Speakers               | 1629 |   |   |   |   |    |    |    |   |    |   |    | 1629 |
| Speaker/Strobes        | 77   |   |   |   |   |    |    |    |   |    |   |    | 77   |
| Standpipe              | 74   |   |   |   |   |    |    |    |   |    |   |    | 74   |
| Strobes                | 4500 | 6 |   |   | 3 | 30 | 95 | 54 |   | 3  |   |    | 4691 |

## D.1 WAGE DETERMINATION

WD 15-5233 (Rev.-8) was first posted on [www.wdol.gov](http://www.wdol.gov) on 01/02/2018

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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.: 2015-5233 Daniel W. Simms Division of |  
Revision No.: 8

Director Wage Determinations | Date Of Revision:  
12/26/2017

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Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.35 for

calendar year 2018 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 \$10.35 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 2018. 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)

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State: Texas

Area: Texas Counties of Austin, Brazoria, Chambers, Fort  
Bend, Galveston, Harris, Liberty, Montgomery, Waller

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

01000 - Administrative Support And Clerical Occupations

01011 - Accounting Clerk I 15.46

01012 - Accounting Clerk II 17.36

01013 - Accounting Clerk III 19.42

01020 - Administrative Assistant 27.68

01035 - Court Reporter 29.01

01041 - Customer Service Representative I 12.57

01042 - Customer Service Representative II 14.14

01043 - Customer Service Representative III 15.42

01051 - Data Entry Operator I 13.63

01052 - Data Entry Operator II 14.87

01060 - Dispatcher, Motor Vehicle 18.30

01070 - Document Preparation Clerk 14.75

01090 - Duplicating Machine Operator 14.75

01111 - General Clerk I 13.24

01112 - General Clerk II 14.60

01113 - General Clerk III 16.39

01120 - Housing Referral Assistant 20.69

|  |       |
|--|-------|
| 01141 - Messenger Courier                    | 13.54 |
| 01191 - Order Clerk I                        | 18.00 |
| 01192 - Order Clerk II                       | 19.90 |
| 01261 - Personnel Assistant (Employment) I   | 16.42 |
| 01262 - Personnel Assistant (Employment) II  | 18.37 |
| 01263 - Personnel Assistant (Employment) III | 20.48 |
| 01270 - Production Control Clerk             | 22.20 |
| 01290 - Rental Clerk                         | 14.75 |
| 01300 - Scheduler, Maintenance               | 16.59 |
| 01311 - Secretary I                          | 16.59 |
| 01312 - Secretary II                         | 18.57 |
| 01313 - Secretary III                        | 20.69 |
| 01320 - Service Order Dispatcher             | 16.36 |
| 01410 - Supply Technician                    | 27.68 |
| 01420 - Survey Worker                        | 17.79 |
| 01460 - Switchboard Operator/Receptionist    | 13.02 |
| 01531 - Travel Clerk I                       | 14.00 |
| 01532 - Travel Clerk II                      | 15.12 |
| 01533 - Travel Clerk III                     | 16.16 |
| 01611 - Word Processor I                     | 14.71 |
| 01612 - Word Processor II                    | 16.52 |
| 01613 - Word Processor III                   | 18.48 |
| 05000 - Automotive Service Occupations       |       |
| 05005 - Automobile Body Repairer, Fiberglass | 25.76 |
| 05010 - Automotive Electrician               | 23.79 |
| 05040 - Automotive Glass Installer           | 21.96 |
| 05070 - Automotive Worker                    | 21.96 |
| 05110 - Mobile Equipment Servicer            | 20.23 |

|  |       |
|--|-------|
| 05130 - Motor Equipment Metal Mechanic               | 25.96 |
| 05160 - Motor Equipment Metal Worker                 | 21.96 |
| 05190 - Motor Vehicle Mechanic                       | 25.76 |
| 05220 - Motor Vehicle Mechanic Helper                | 19.40 |
| 05250 - Motor Vehicle Upholstery Worker              | 20.83 |
| 05280 - Motor Vehicle Wrecker                        | 21.96 |
| 05310 - Painter, Automotive                          | 23.79 |
| 05340 - Radiator Repair Specialist                   | 22.88 |
| 05370 - Tire Repairer                                | 14.40 |
| 05400 - Transmission Repair Specialist               | 25.76 |
| 07000 - Food Preparation And Service Occupations     |       |
| 07010 - Baker  | 11.07 |
| 07041 - Cook I                                       | 11.42 |
| 07042 - Cook II                                      | 13.25 |
| 07070 - Dishwasher                                   | 9.51  |
| 07130 - Food Service Worker                          | 10.43 |
| 07210 - Meat Cutter                                  | 12.91 |
| 07260 - Waiter/Waitress                              | 9.27  |
| 09000 - Furniture Maintenance And Repair Occupations |       |
| 09010 - Electrostatic Spray Painter                  | 18.32 |
| 09040 - Furniture Handler                            | 11.95 |
| 09080 - Furniture Refinisher                         | 17.70 |
| 09090 - Furniture Refinisher Helper                  | 14.58 |
| 09110 - Furniture Repairer, Minor                    | 16.82 |
| 09130 - Upholsterer                                  | 18.32 |
| 11000 - General Services And Support Occupations     |       |
| 11030 - Cleaner, Vehicles                            | 10.15 |



|  |       |       |
|--|-------|-------|
| 11060 - Elevator Operator                          | 10.11 |       |
| 11090 - Gardener                                   | 15.47 |       |
| 11122 - Housekeeping Aide                          | 10.11 |       |
| 11150 - Janitor                                    | 10.11 |       |
| 11210 - Laborer, Grounds Maintenance               |       |       |
| 11240 - Maid or Houseman                           | 9.17  | 11.64 |
| 11260 - Pruner                                     | 10.40 |       |
| 11270 - Tractor Operator                           | 14.21 |       |
| 11330 - Trail Maintenance Worker                   |       | 11.64 |
| 11360 - Window Cleaner                             | 11.31 |       |
| 12000 - Health Occupations                         |       |       |
| 12010 - Ambulance Driver                           | 15.90 |       |
| 12011 - Breath Alcohol Technician                  |       | 19.24 |
| 12012 - Certified Occupational Therapist Assistant |       | 31.54 |
| 12015 - Certified Physical Therapist Assistant     |       | 31.82 |
| 12020 - Dental Assistant                           | 17.02 |       |
| 12025 - Dental Hygienist                           | 35.52 |       |
| 12030 - EKG Technician                             | 25.92 |       |
| 12035 - Electroneurodiagnostic Technologist        |       | 25.92 |
| 12040 - Emergency Medical Technician               | 15.90 |       |
| 12071 - Licensed Practical Nurse I                 |       | 19.05 |
| 12072 - Licensed Practical Nurse II                |       | 21.32 |
| 12073 - Licensed Practical Nurse III               |       | 23.76 |
| 12100 - Medical Assistant                          | 14.21 |       |
| 12130 - Medical Laboratory Technician              | 18.76 |       |
| 12160 - Medical Record Clerk                       | 16.58 |       |
| 12190 - Medical Record Technician                  | 18.55 |       |
| 12195 - Medical Transcriptionist                   | 19.67 |       |

|  |       |
|--|-------|
| 12210 - Nuclear Medicine Technologist        | 36.75 |
| 12221 - Nursing Assistant I                  | 10.37 |
| 12222 - Nursing Assistant II                 | 12.54 |
| 12223 - Nursing Assistant III                | 13.68 |
| 12224 - Nursing Assistant IV                 | 15.36 |
| 12235 - Optical Dispenser                    | 16.79 |
| 12236 - Optical Technician                   | 16.82 |
| 12250 - Pharmacy Technician                  | 19.18 |
| 12280 - Phlebotomist                         | 15.62 |
| 12305 - Radiologic Technologist              | 27.74 |
| 12311 - Registered Nurse I                   | 30.36 |
| 12312 - Registered Nurse II                  | 38.37 |
| 12313 - Registered Nurse II, Specialist      | 38.37 |
| 12314 - Registered Nurse III                 | 44.91 |
| 12315 - Registered Nurse III, Anesthetist    | 44.91 |
| 12316 - Registered Nurse IV                  | 53.84 |
| 12317 - Scheduler (Drug and Alcohol Testing) | 25.93 |
| 12320 - Substance Abuse Treatment Counselor  | 20.09 |
| 13000 - Information And Arts Occupations     |       |
| 13011 - Exhibits Specialist I                | 20.00 |
| 13012 - Exhibits Specialist II               | 24.77 |
| 13013 - Exhibits Specialist III              | 30.30 |
| 13041 - Illustrator I                        | 19.30 |
| 13042 - Illustrator II                       | 23.91 |
| 13043 - Illustrator III                      | 30.12 |
| 13047 - Librarian                            | 28.32 |
| 13050 - Library Aide/Clerk                   |       |

13054 - Library Information Technology Systems 12.68

25.56

Administrator

13058 - Library Technician 16.04

13061 - Media Specialist I 18.45

13062 - Media Specialist II 20.64

13063 - Media Specialist III 23.00

13071 - Photographer I 18.45

13072 - Photographer II 20.64

13073 - Photographer III 25.56

13074 - Photographer IV 31.27

13075 - Photographer V 37.83

13090 - Technical Order Library Clerk 15.93

13110 - Video Teleconference Technician 18.40

14000 - Information Technology Occupations

14041 - Computer Operator I 17.31

14042 - Computer Operator II 19.37

14043 - Computer Operator III 21.59

14044 - Computer Operator IV 24.00

14045 - Computer Operator V 26.57

14071 - Computer Programmer I (see 1) 26.04

14072 - Computer Programmer II (see 1)

14073 - Computer Programmer III

14074 - Computer Programmer IV (see 1)

(see 1)

14101 - Computer Systems Analyst I (see 1)

14102 - Computer Systems Analyst II (see 1)

14103 - Computer Systems Analyst III

14150 - Peripheral Equipment Operator (see 1)

17.31

14160 - Personal Computer Support Technician 24.00

14170 - System Support Specialist 33.62

15000 - Instructional Occupations

15010 - Aircrew Training Devices Instructor (Non-Rated) 33.08

15020 - Aircrew Training Devices Instructor (Rated) 40.02

15030 - Air Crew Training Devices Instructor (Pilot) 47.98

15050 - Computer Based Training Specialist / Instructor 33.08

15060 - Educational Technologist 34.01

15070 - Flight Instructor (Pilot) 47.98

15080 - Graphic Artist 26.72

15085 - Maintenance Test Pilot, Fixed, Jet/Prop 44.75

15086 - Maintenance Test Pilot, Rotary Wing 44.75

15088 - Non-Maintenance Test/Co-Pilot

15090 - Technical Instructor

15095 - Technical Instructor/Course Developer

27.50 44.75

33.64

15110 - Test Proctor 22.20

15120 - Tutor 22.20

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

16010 - Assembler 9.87

16030 - Counter Attendant 9.87

16040 - Dry Cleaner 12.67

16070 - Finisher, Flatwork, Machine 9.87

16090 - Presser, Hand 9.87

16110 - Presser, Machine, Drycleaning 9.87

16130 - Presser, Machine, Shirts 9.87

16160 - Presser, Machine, Wearing Apparel, Laundry 9.87

16190 - Sewing Machine Operator

16220 - Tailor 14.42 13.40

16250 - Washer, Machine 10.82

19000 - Machine Tool Operation And Repair Occupations

19010 - Machine-Tool Operator (Tool Room) 20.28

19040 - Tool And Die Maker 24.30

21000 - Materials Handling And Packing Occupations

21020 - Forklift Operator 15.62

21030 - Material Coordinator 22.20

21040 - Material Expediter 22.20

21050 - Material Handling Laborer 12.46

21071 - Order Filler 12.04

21080 - Production Line Worker (Food Processing) 15.62

21110 - Shipping Packer 14.62

21130 - Shipping/Receiving Clerk 14.62

21140 - Store Worker I 12.25

21150 - Stock Clerk 17.34

21210 - Tools And Parts Attendant 15.62

21410 - Warehouse Specialist 15.62

23000 - Mechanics And Maintenance And Repair Occupations

23010 - Aerospace Structural Welder 34.10

23019 - Aircraft Logs and Records Technician 26.89

23021 - Aircraft Mechanic I 32.66

23022 - Aircraft Mechanic II 34.10

23023 - Aircraft Mechanic III 35.56

|  |       |
|--|-------|
| 23040 - Aircraft Mechanic Helper                       | 22.84 |
| 23050 - Aircraft, Painter                              | 30.89 |
| 23060 - Aircraft Servicer                              | 26.89 |
| 23070 - Aircraft Survival Flight Equipment Technician  | 30.89 |
| 23080 - Aircraft Worker                                | 28.88 |
| 23091 - Aircrew Life Support Equipment (ALSE) Mechanic | 28.88 |

## I

|  |       |
|--|-------|
| 23092 - Aircrew Life Support Equipment (ALSE) Mechanic | 32.66 |
|--|-------|

## II

|  |       |
|--|-------|
| 23110 - Appliance Mechanic                     | 19.61 |
| 23120 - Bicycle Repairer                       | 17.93 |
| 23125 - Cable Splicer                          | 28.80 |
| 23130 - Carpenter, Maintenance                 | 19.71 |
| 23140 - Carpet Layer                           | 20.81 |
| 23160 - Electrician, Maintenance               | 26.51 |
| 23181 - Electronics Technician Maintenance I   | 24.71 |
| 23182 - Electronics Technician Maintenance II  | 26.42 |
| 23183 - Electronics Technician Maintenance III | 27.93 |
| 23260 - Fabric Worker                          | 19.38 |
| 23290 - Fire Alarm System Mechanic             | 22.74 |
| 23310 - Fire Extinguisher Repairer             | 17.93 |
| 23311 - Fuel Distribution System Mechanic      | 20.96 |
| 23312 - Fuel Distribution System Operator      | 16.99 |
| 23370 - General Maintenance Worker             | 18.08 |
| 23380 - Ground Support Equipment Mechanic      | 32.66 |
| 23381 - Ground Support Equipment Servicer      | 26.89 |
| 23382 - Ground Support Equipment Worker        | 28.88 |

|  |       |
|--|-------|
| 23391 - Gunsmith I   | 17.93 |
| 23392 - Gunsmith II  | 20.81 |
| 23393 - Gunsmith III   | 23.54 |
| 23410 - Heating, Ventilation And Air-Conditioning Mechanic                     | 22.62 |
| 23411 - Heating, Ventilation And Air Conditioning Mechanic (Research Facility) | 23.62 |
| 23430 - Heavy Equipment Mechanic   | 23.95 |
| 23440 - Heavy Equipment Operator   | 19.26 |
| 23460 - Instrument Mechanic  | 25.87 |
| 23465 - Laboratory/Shelter Mechanic  | 22.26 |
| 23470 - Laborer  | 12.46 |
| 23510 - Locksmith  | 20.36 |
| 23530 - Machinery Maintenance Mechanic   | 26.70 |
| 23550 - Machinist, Maintenance   | 21.54 |
| 23580 - Maintenance Trades Helper  | 14.94 |
| 23591 - Metrology Technician I   | 25.87 |
| 23592 - Metrology Technician II  | 27.01 |
| 23593 - Metrology Technician III   | 28.17 |
| 23640 - Millwright   | 23.34 |
| 23710 - Office Appliance Repairer  | 18.99 |
| 23760 - Painter, Maintenance   | 18.99 |
| 23790 - Pipefitter, Maintenance  | 25.35 |
| 23810 - Plumber, Maintenance   | 23.97 |
| 23820 - Pneudraulic Systems Mechanic   | 23.54 |
| 23850 - Rigger   | 22.83 |
| 23870 - Scale Mechanic   | 20.81 |
| 23890 - Sheet-Metal Worker, Maintenance  | 20.17 |

|   |       |
|---|-------|
| 23910 - Small Engine Mechanic                             | 18.08 |
| 23931 - Telecommunications Mechanic I                     | 23.89 |
| 23932 - Telecommunications Mechanic II                    | 24.95 |
| 23950 - Telephone Lineman                                 | 28.07 |
| 23960 - Welder, Combination, Maintenance                  | 22.22 |
| 23965 - Well Driller                                      | 23.54 |
| 23970 - Woodcraft Worker                                  | 23.54 |
| 23980 - Woodworker  | 17.93 |
| 24000 - Personal Needs Occupations                        |       |
| 24550 - Case Manager                                      | 15.63 |
| 24570 - Child Care Attendant                              | 10.65 |
| 24580 - Child Care Center Clerk                           | 13.48 |
| 24610 - Chore Aide  | 8.92  |
| 24620 - Family Readiness And Support Services Coordinator | 15.63 |
| 24630 - Homemaker   |       |
| 25000 - Plant And System Operations Occupations           | 16.84 |
| 25010 - Boiler Tender                                     | 22.20 |
| 25040 - Sewage Plant Operator                             | 19.07 |
| 25070 - Stationary Engineer                               | 22.20 |
| 25190 - Ventilation Equipment Tender                      | 14.81 |
| 25210 - Water Treatment Plant Operator                    | 19.07 |
| 27000 - Protective Service Occupations                    |       |
| 27004 - Alarm Monitor                                     | 18.21 |
| 27007 - Baggage Inspector                                 | 11.88 |
| 27008 - Corrections Officer                               | 20.80 |



|   |       |
|---|-------|
| 27010 - Court Security Officer                                | 22.05 |
| 27030 - Detection Dog Handler                                 | 17.90 |
| 27040 - Detention Officer                                     | 20.80 |
| 27070 - Firefighter   | 23.30 |
| 27101 - Guard I   | 11.88 |
| 27102 - Guard II  | 17.90 |
| 27131 - Police Officer I                                      | 27.91 |
| 27132 - Police Officer II                                     | 31.02 |
| 28000 - Recreation Occupations                                |       |
| 28041 - Carnival Equipment Operator                           | 11.96 |
| 28042 - Carnival Equipment Repairer                           | 13.03 |
| 28043 - Carnival Worker                                       | 8.76  |
| 28210 - Gate Attendant/Gate Tender                            | 13.90 |
| 28310 - Lifeguard   | 12.38 |
| 28350 - Park Attendant (Aide)                                 | 15.55 |
| 28510 - Recreation Aide/Health Facility Attendant             | 11.35 |
| 28515 - Recreation Specialist                                 | 19.12 |
| 28630 - Sports Official                                       | 12.38 |
| 28690 - Swimming Pool Operator                                | 17.44 |
| 29000 - Stevedoring/Longshoremen Occupational Services        |       |
| 29010 - Blocker And Bracer                                    | 26.06 |
| 29020 - Hatch Tender  | 26.06 |
| 29030 - Line Handler  | 26.06 |
| 29041 - Stevedore I   | 24.27 |
| 29042 - Stevedore II  | 27.87 |
| 30000 - Technical Occupations                                 |       |
| 30010 - Air Traffic Control Specialist, Center (HFO) (see 2)  | 41.14 |
| 30011 - Air Traffic Control Specialist, Station (HFO) (see 2) | 28.37 |

|  |       |
|--|-------|
| 30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2) | 31.25 |
| 30021 - Archeological Technician I                             | 21.56 |
| 30022 - Archeological Technician II                            | 25.47 |
| 30023 - Archeological Technician III                           | 30.62 |
| 30030 - Cartographic Technician                                | 30.62 |
| 30040 - Civil Engineering Technician                           | 30.03 |
| 30051 - Cryogenic Technician I                                 | 26.94 |
| 30052 - Cryogenic Technician II                                | 29.76 |
| 30061 - Drafter/CAD Operator I                                 | 21.56 |
| 30062 - Drafter/CAD Operator II                                | 24.71 |
| 30063 - Drafter/CAD Operator III                               | 27.56 |
| 30064 - Drafter/CAD Operator IV                                | 33.10 |
| 30081 - Engineering Technician I                               | 20.02 |
| 30082 - Engineering Technician II                              | 22.48 |
| 30083 - Engineering Technician III                             | 25.15 |
| 30084 - Engineering Technician IV                              | 31.09 |
| 30085 - Engineering Technician V                               | 38.65 |
| 30086 - Engineering Technician VI                              | 46.10 |
| 30090 - Environmental Technician                               | 29.96 |
| 30095 - Evidence Control Specialist                            | 24.33 |
| 30210 - Laboratory Technician                                  | 28.10 |
| 30221 - Latent Fingerprint Technician I                        | 27.06 |
| 30222 - Latent Fingerprint Technician II                       | 29.88 |
| 30240 - Mathematical Technician                                | 30.62 |
| 30361 - Paralegal/Legal Assistant I                            | 22.52 |
| 30362 - Paralegal/Legal Assistant II                           | 27.90 |
| 30363 - Paralegal/Legal Assistant III                          | 34.12 |

|   |               |
|---|---------------|
| 30364 - Paralegal/Legal Assistant IV                          | 41.27         |
| 30375 - Petroleum Supply Specialist                           | 29.76         |
| 30390 - Photo-Optics Technician                               | 30.62         |
| 30395 - Radiation Control Technician                          | 29.76         |
| 30461 - Technical Writer I                                    | 23.41         |
| 30462 - Technical Writer II                                   | 28.64         |
| 30463 - Technical Writer III                                  | 34.93         |
| 30491 - Unexploded Ordnance (UXO) Technician I                | 26.15         |
| 30492 - Unexploded Ordnance (UXO) Technician II               | 31.64         |
| 30493 - Unexploded Ordnance (UXO) Technician III              | 37.92         |
| 30494 - Unexploded (UXO) Safety Escort                        | 26.15         |
| 30495 - Unexploded (UXO) Sweep Personnel                      | 26.15         |
| 30501 - Weather Forecaster I                                  | 29.63         |
| 30502 - Weather Forecaster II                                 | 36.05         |
| 30620 - Weather Observer, Combined Upper Air Or               | (see 2) 27.56 |
| Surface Programs  |               |
| 30621 - Weather Observer, Senior                              | (see 2) 30.48 |
| 31000 - Transportation/Mobile Equipment Operation Occupations |               |
| 31010 - Airplane Pilot  | 31.64         |
| 31020 - Bus Aide  | 13.74         |
| 31030 - Bus Driver  | 19.75         |
| 31043 - Driver Courier  | 14.03         |
| 31260 - Parking and Lot Attendant                             | 9.32          |
| 31290 - Shuttle Bus Driver                                    | 15.28         |
| 31310 - Taxi Driver   | 13.64         |
| 31361 - Truckdriver, Light                                    | 15.28         |
| 31362 - Truckdriver, Medium                                   | 18.98         |
| 31363 - Truckdriver, Heavy                                    | 20.32         |

31364 - Truckdriver, Tractor-Trailer 20.32

99000 - Miscellaneous Occupations

99020 - Cabin Safety Specialist 15.43

99030 - Cashier 10.01

99050 - Desk Clerk 11.72

99095 - Embalmer 31.56

99130 - Flight Follower 26.15

99251 - Laboratory Animal Caretaker I 11.33

99252 - Laboratory Animal Caretaker II 12.34

99260 - Marketing Analyst 31.86

99310 - Mortician 34.88

99410 - Pest Controller 17.14

99510 - Photofinishing Worker 16.80

99710 - Recycling Laborer 17.79

99711 - Recycling Specialist 21.71

99730 - Refuse Collector 15.90

99810 - Sales Clerk 12.66

99820 - School Crossing Guard 13.27

99830 - Survey Party Chief 24.55

99831 - Surveying Aide 16.80

99832 - Surveying Technician 21.23

99840 - Vending Machine Attendant 12.77

99841 - Vending Machine Repairer 16.15

99842 - Vending Machine Repairer Helper 12.77

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

laundrying 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:

### **A. PRICE PROPOSAL**

**The quoter shall submit their quote on company letterhead as specified in Section B3 Price/Cost Schedule.**

Quoter shall include unit price, total, unit quantity and item description as specified above, as quoted discounts, proposed delivery time, name, address, and telephone number of the quoter, firm's DUNS# and ORCA document in SAM at [www.sam.gov](http://www.sam.gov), terms of any express warranty, unit price, overall total price, applicable shipping charges, completed copy of 52.212-3, Quoters Representations and Certifications- Commercial Items, and ORCA document. All prospective bidders must include appropriate references which must include all applicable company information. In addition, the quote shall include a separate narrative to specifically communicate the quoters technical ability to meet the performance requirements and to meet the limitations of subcontracting.

### **B. TECHNICAL PROPOSAL**

**a. Certified contractors shall provide proof of; NICET, National Institute for Certification in Engineering Technologies, Level III certified in Fire Protection Engineering**

**Technology Inspection and Testing of Water-Based Systems. And current certification in NFPA National Fire Alarm Codes.**

- b. The quoter should provide no less than 3 past performance project of no more than 5 years old, with a dollar value of more than \$50K. Acceptable assessment is based on the relevancy equal to (TESTING, INSPECTION, PREVENTATIVE MAINTENANCE, REPAIR, and CALIBRATION) of same or similar type equipment. Past Performance information from the prime contractor is the only Past Performance acceptable.**

I

All questions should be emailed to [Joey.grismore2@va.gov](mailto:Joey.grismore2@va.gov) NLT 01 FEB 2018 , 12:00PM Central Time. The subject line must specify “36C25618Q0259 – “TESTING, INSPECTION, PREVENTATIVE MAINTENANCE, REPAIR, and CALIBRATION – Michael E. DeBakey VA Medical Center (MEDVAMC) ”. All responses to questions shall be incorporated into a written amendment posted to the Federal Business Opportunities website ([www.fbo.gov](http://www.fbo.gov) ). Quoters are encouraged to monitor the Federal Business Opportunities website with respect to this solicitation because any amendments to this Solicitation will be posted on the website ([www.fbo.gov](http://www.fbo.gov)). There will be no automated email notification of amendments.

Quotes must be received NLT 08 FEB 2018, 12:00PM Central Time. Email your quote to [joey.grismore2@va.gov](mailto:joey.grismore2@va.gov) . The subject line must specify “36C25618Q0259 – “TESTING, INSPECTION, PREVENTATIVE MAINTENANCE, REPAIR, and CALIBRATION – Michael E. DeBakey VA Medical Center (MEDVAMC) ” There will be no automated email notification of receipt of quotes. All quotes received without requested documentation will not be considered.

The solicitation package will be posted on FedBizOpps, which can be accessed at [www.fbo.gov](http://www.fbo.gov).

The Government will not provide paper copies of the solicitation. Telephone, written, or facsimile requests, for the solicitation package will not be honored. All interested parties MUST be registered in the System for Award Management (SAM) Database and have completed On-Line Representation and Certifications Application (ORCA) in order to receive a contract award. If you are not registered with SAM, you may request an application via phone at 866-606-8220 or register on-line at <https://www.sam.gov>. To keep informed of changes: Check [www.fbo.gov](http://www.fbo.gov) frequently.

The Government will award a contract resulting from this solicitation to the responsible quoter whose quote conforming to the solicitation will be most advantageous to the Government, price and other factors considered. The following factors shall be used to evaluate quotes:

**1. Price**

**2. Technical Certifications**

**3. Past Performance**

This Request for Quote (RFQ) is issued in accordance with Far 12 and in conjunction with Simplified Acquisition Procedures Far 13.5. Evaluation of price and other factors will be performed in accordance with



procedures outlined in FAR 13.106. A single award will be made to the lowest fair and reasonable priced quote that meets the acceptable past performance and technical capability criteria provided in this RFQ.

#### **Service Disabled Veteran Owned Small Business Set-Aside VetBiz Status and Verification:**

The quoter's VetBiz listing must appear at the time quotes are due (VAAR 819.7003(b)) AND at the time of award (rather than "prior to award"). Quoters should also be advised that the "fast-track" re-verification program ended September 30, 2012. Consequently, any quoter appearing in VetBiz at the time quotes are due AND at the time of award but only with the "re-verification" moniker will not be considered and will not be "fast-tracked" for re- verification."

(End of Provision)

#### **E.2 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)**

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision

by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

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

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

| <b><u>FAR</u></b><br><b><u>Number</u></b> | <b><u>Title</u></b>   | <b><u>Date</u></b> |
|---|-----------------------|--------------------|
| 52.217-5                                  | EVALUATION OF OPTIONS | JUL 1990           |

(End of Provision)

#### **E.3 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.4 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:

**Joey Grismore  
Contracting Officer**

**Hand-Carried Address:**

Joey Grismore  
Contracting Officer  
Michael E. DeBakey VA  
Medical Center 2002  
Holcombe Boulevard  
Houston, TX 77030

**Mailing Address:**

Joey Grismore  
Contracting Officer  
Michael E. DeBakey VA  
Medical Center 2002  
Holcombe Boulevard  
Houston, TX 77030

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

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

- (1) Include the name, address, fax number, and telephone number of the protester;
  - (2) Identify the solicitation and/or contract number;
  - (3) Include an original signed by the protester or the protester's representative and at least one copy;
  - (4) Set forth a detailed statement of the legal and factual grounds of the protest, including a description of resulting prejudice to the protester, and provide copies of relevant documents;
  - (5) Specifically request a ruling of the individual upon whom the protest is served;
  - (6) State the form of relief requested; and
- (7) Provide all information establishing the timeliness of the protest.
- (b) Failure to comply with the above may result in dismissal of the protest without further consideration.
- (c) Bidders/offerors and contracting officers are encouraged to use alternative dispute resolution (ADR) procedures to resolve protests at any stage in the protest process. If ADR is used, the Department of Veterans Affairs will not furnish any documentation in an ADR proceeding beyond what is allowed by the Federal Acquisition Regulation.

(End of Provision)

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

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

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

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

Washington, DC 20420

## **E.6 VAAR 852.270-1 REPRESENTATIVES OF CONTRACTING OFFICERS (JAN 2008)**

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

(End of Provision)

(End of Addendum to 52.212-1)

## **E.7 52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS— COMMERCIAL ITEMS (JAN 2017)**

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

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

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

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

*Civil judgment means—*

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

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

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

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

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

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

(i) The Fair Labor Standards Act;

(ii) The Migrant and Seasonal Agricultural Worker Protection Act;

- (iii) 40 U.S.C. chapter 31, subchapter IV, formerly known as the Davis-Bacon Act;
  - (iv) 41 U.S.C. chapter 67, formerly known as the Service Contract Act;
  - (v) The Family and Medical Leave Act; and
  - (vi) E.O. 13658 of February 12, 2014 (Establishing a Minimum Wage for Contractors);
- (2) Department of Labor Occupational Safety and Health Administration (OSHA) for—
- (i) The Occupational Safety and Health Act of 1970; and
  - (ii) OSHA-approved State Plans;
- (3) Department of Labor Office of Federal Contract Compliance Programs (OFCCP) for—
- (i) Section 503 of the Rehabilitation Act of 1973;
  - (ii) The Vietnam Era Veterans' Readjustment Assistance Act of 1972 and the Vietnam Era Veterans' Readjustment Assistance Act of 1974; and
  - (iii) E.O. 11246 of September 24, 1965 (Equal Employment Opportunity);
- (4) National Labor Relations Board (NLRB) for the National Labor Relations Act; and
- (5) Equal Employment Opportunity Commission (EEOC) for—
- (i) Title VII of the Civil Rights Act of 1964;
  - (ii) The Americans with Disabilities Act of 1990;

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

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

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

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

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

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

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

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

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

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

(1) The Fair Labor Standards Act.

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

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

(4) The National Labor Relations Act.

(5) 40 U.S.C. chapter 31, subchapter IV, formerly known as the Davis-Bacon Act.

(6) 41 U.S.C. chapter 67, formerly known as the Service Contract Act.

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

(8) Section 503 of the Rehabilitation Act of 1973.

(9) The Vietnam Era Veterans' Readjustment Assistance Act of 1972 and the Vietnam Era Veterans' Readjustment Assistance Act of 1974.

(10) The Family and Medical Leave Act.

(11) Title VII of the Civil Rights Act of 1964.

(12) The Americans with Disabilities Act of 1990.

(13) The Age Discrimination in Employment Act of 1967.

(14) E.O. 13658 of February 12, 2014 (Establishing a Minimum Wage for Contractors).

Equivalent State laws as defined in the DOL Guidance. (The only equivalent State laws implemented in the FAR are OSHA-approved State Plans, which can be found at [www.osha.gov/dcsp/osp/approved\\_state\\_plans.html](http://www.osha.gov/dcsp/osp/approved_state_plans.html)).

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



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

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

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

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

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

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

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

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

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

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

(6) Have been voluntarily suspended. “Sensitive technology”—

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

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

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

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

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

(1) Means a small business concern—

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

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

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

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

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

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

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

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

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

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

- (1) Directly by a parent corporation; or
- (2) Through another subsidiary of a parent corporation.

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

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

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

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

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

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

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

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

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

**Note to paragraph (a):** By a court order issued on October 24, 2016, the following definitions in this paragraph (a) are enjoined indefinitely as of the date of the order: “Administrative merits determination”, “Arbitral award or decision”, paragraph (2) of “Civil judgment”, “DOL Guidance”, “Enforcement agency”, “Labor compliance agreement”, “Labor laws”, and “Labor law decision”. The enjoined definitions will become effective immediately if the court terminates the injunction. At that time, DoD, GSA, and NASA will publish a document in the **Federal Register** advising the public of the termination of the injunction.

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

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

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

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

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

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

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

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

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

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

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

Each WOSB concern eligible under the WOSB Program participating in the joint venture shall submit a separate signed copy of the WOSB representation.

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

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

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

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

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

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

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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 |
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[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 |
|---------------|-------------------|
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\_\_\_\_\_

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\_\_\_\_\_

*[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 |
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*[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.

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*[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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\_\_\_\_\_

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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 |
|---------------|-------------------|
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[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 |
|---------------|-------------------|
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[List as necessary]

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

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

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

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

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

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

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

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

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

(ii) *Examples.*

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

(B) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. Sec. 6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is

entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

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

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

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

(1) *Listed end products.*

Listed End Product

Listed Countries of Origin

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

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

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

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

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

(2) ☐ Outside the United States.

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

☐ (1) Maintenance, calibration, or repair of certain equipment as described in FAR 22.1003-4(c)(1).  
The offeror ☐

☐ does ☐ does not certify that—

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

☐ TIN:\_\_\_\_\_.

☐ TIN has been applied for.

☐ TIN is not required because:

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

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

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

(4) *Type of organization.* ☐ Sole proprietorship; ☐ Partnership;

☐ Corporate entity (not tax-exempt); ☐ Corporate entity (tax-exempt);

☐ Government entity

(Federal, State, or local);

☐ Foreign government;

☐ International organization

per 26 CFR 1.6049-4; ☐

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

(5) *Common parent.*

☐ Offeror is not owned or controlled

by a common parent; ☐ Name and

TIN of common parent:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(1) The Offeror represents that it [ ] has or [ ] does not have an immediate owner. If the Offeror has more than one immediate owner (such as a joint venture), then the Offeror shall respond to paragraph (2) and if applicable, paragraph (3) of this provision for each participant in the joint venture.

(2) If the Offeror indicates “has” in paragraph (p)(1) of this provision, enter the following information: Immediate owner CAGE code:\_\_\_\_.

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

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

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

(3) If the Offeror indicates “yes” in paragraph (p)(2) of this provision, indicating that the immediate owner is owned or controlled by another entity, then enter the following information:

Highest-level owner CAGE code: \_.

Highest-level

owner legal name:

\_\_\_\_\_  
.*(Do not use a*

*“doing business*

*as” name)*

*(q) Representation by Corporations Regarding Delinquent Tax Liability  
or a Felony Conviction under any Federal Law.*

(1) As required by sections 744 and 745 of Division E of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235), and similar provisions, if contained in subsequent appropriations acts, The Government will not enter into a contract with any corporation that—

(i) Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless an agency has considered suspension or debarment of the corporation and made a determination that suspension or debarment is not necessary to protect the interests of the Government; or

(ii) Was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless an agency has considered suspension or debarment of the corporation and made a determination that this action is not necessary to protect the interests of the Government.

(2) The Offeror represents that—

(i) It is ☐ is not ☐ a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and

(ii) It is ☐ is not ☐ a corporation that was convicted of a felony criminal violation under a Federal law within the preceding 24 months.

(r) *Predecessor of Offeror.* (Applies in all solicitations that include the provision at 52.204-16, Commercial and Government Entity Code Reporting.)

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

(2) If the Offeror has indicated “is” in paragraph (r)(1) of this provision, enter the following information for all predecessors that held a Federal contract or grant within the last three years (if more than one predecessor, list in reverse chronological order):

Predecessor CAGE code: \_\_ (or

mark “Unknown”).

Predecessor legal name: \_\_.

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

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

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

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

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

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

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

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

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

(1) The labor law violated.

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

(3) The date rendered.

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

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

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

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

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

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

(C) The representation in paragraph (s)(2) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous representation, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation in accordance with the procedures set forth in FAR 12.403.

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

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

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



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

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

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

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

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

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

(u)(1) In accordance with section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions), Government agencies are not permitted to use appropriated (or otherwise made available) funds for contracts with an entity that requires employees or subcontractors of such entity seeking to report waste, fraud, or abuse to sign internal confidentiality agreements or statements prohibiting or

otherwise restricting such employees or subcontractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

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

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

(End of Provision)

**VENDORS/ SUPPLIERS MUST PROVIDE A COPY OF THE  
AUTHORIZED DISTRIBUTOR LETTER FROM THE CONTRACTOR  
TO VERIFY THAT THEY ARE AN AUTHORIZED DISTRIBUTOR OF  
THE PRODUCTS/SERVICE THEY ARE PROVIDING.**

(a) Gray market items are Original Equipment Manufacturers (OEM) goods sold through unauthorized channels in direct competition with authorized distributors. This procurement is for new OEM medical supplies, medical equipment and/or services contracts for maintenance of medical equipment (i.e. replacement parts) for VA Medical Centers. No remanufactures or gray market items will be acceptable.

(b) Vendor shall be an OEM, authorized dealer, authorized distributor or authorized reseller for the proposed medical supplies, medical equipment and/or services contracts for maintenance of medical equipment (i.e. replacement parts), verified by an authorization letter or other documents from the OEM, such that the OEM's warranty and service are provided and maintained by the OEM. All software licensing, warranty and service associated with the medical supplies, medical equipment and/or services contracts for maintenance of medical equipment shall be in accordance with the OEM terms and conditions.

(c) The delivery of gray market items to the VA in the fulfillment of an order/award constitutes a breach of contract. Accordingly, the VA reserves the right enforce any of its contractual remedies. This includes termination of the contract or, solely at the VA's election, allowing the Vendor to replace, at no cost to the Government, any remanufactured or gray market item(s) delivered to a VA medical facility upon discovery of such items.