PAGE 1 OF

1. REQUISITION NO.

2. CONTRACT NO.

3. AWARD/EFFECTIVE DATE

4. ORDER NO.

5. SOLICITATION NUMBER

6. SOLICITATION ISSUE DATE

a. NAME

b. TELEPHONE NO. (No Collect Calls)

8. OFFER DUE DATE/LOCAL

TIME

9. ISSUED BY

CODE

10. THIS ACQUISITION IS

UNRESTRICTED OR

SET ASIDE:

% FOR:

SMALL BUSINESS

HUBZONE SMALL

BUSINESS

SERVICE-DISABLED

VETERAN-OWNED

SMALL BUSINESS

WOMEN-OWNED SMALL BUSINESS

(WOSB) ELIGIBLE UNDER THE WOMEN-OWNED

SMALL BUSINESS PROGRAM

EDWOSB

8(A)

NAICS:

SIZE STANDARD:

11. DELIVERY FOR FOB DESTINA-

TION UNLESS BLOCK IS

MARKED

SEE SCHEDULE

12. DISCOUNT TERMS

13a. THIS CONTRACT IS A

RATED ORDER UNDER

DPAS (15 CFR 700)

13b. RATING

14. METHOD OF SOLICITATION

RFQ

IFB

RFP

15. DELIVER TO

CODE

16. ADMINISTERED BY

CODE

17a. CONTRACTOR/OFFEROR

CODE

FACILITY CODE

18a. PAYMENT WILL BE MADE BY

CODE

TELEPHONE NO.

DUNS:

DUNS+4:

PHONE:

FAX:

17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER

18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED

SEE ADDENDUM

19.

20.

21.

22.

23.

24.

ITEM NO.

SCHEDULE OF SUPPLIES/SERVICES

QUANTITY

UNIT

UNIT PRICE

AMOUNT

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

25. ACCOUNTING AND APPROPRIATION DATA

26. TOTAL AWARD AMOUNT (For Govt. Use Only)

27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA

ARE

ARE NOT ATTACHED.

27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA

ARE

ARE NOT ATTACHED

28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND

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

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

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

ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED

SET FORTH HEREIN IS ACCEPTED AS TO ITEMS:

30a. SIGNATURE OF OFFEROR/CONTRACTOR

31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)

30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)

30c. DATE SIGNED

31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT)

31c. DATE SIGNED

AUTHORIZED FOR LOCAL REPRODUCTION

(REV. 2/2012)

PREVIOUS EDITION IS NOT USABLE

Prescribed by GSA - FAR (48 CFR) 53.212

7. FOR SOLICITATION

INFORMATION CALL:

STANDARD FORM 1449

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

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

74

36C25818Q0269

07-11-2018

Arcelia Medina

520-792-1450 x 4313

07-25-2018

1600 AZ

Department of Veterans Affairs

NCO22-Gilbert Network Contracting

3601 S. 6th Avenue

Tucson AZ 85723

X

100

X

561720

$18 Million

X

N/A

X

Department of Veterans Affairs

Southern Arizona VA Healthcare System

3601 S. 6th Avenue

Tucson AZ 85723

Department of Veterans Affairs

NCO22-Gilbert Network Contracting

3601 S. 6th Avenue

Tucson AZ 85723

This is accomplished through the

Tungsten Network located at:

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

This is mandatory and the sole method

for submitting invoices.

See CONTINUATION Page

Contractor is to provide Janitorial and Minor Maintenance

Services for the Southern Arizona VA Health Care System

(SAVAHCS)located at the Tucson VA 3601 South 6th Ave.

Tucson, AZ 85723.

Refer to Statement of Work(SOW) in Section D.1 of the

Solicitation. Period of Performance 10/01/2018 - 09/30/2019.

See CONTINUATION Page

X

X

X

1

Hal Robinson

Contracting Officer

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# SECTION B - CONTINUATION OF SF 1449 BLOCKS

## B.1 CONTRACT ADMINISTRATION DATA

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

a. CONTRACTOR:

b. GOVERNMENT: Contracting Officer 36C258

Department of Veterans Affairs

NCO22-Gilbert Network Contracting

3601 S. 6th Avenue

Tucson AZ 85723

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

|  |  |
| --- | --- |
| [X] | 52.232-33, Payment by Electronic Funds Transfer—System For Award Management, or |
| [] | 52.232-36, Payment by Third Party |

3. INVOICES: Invoices shall be submitted in arrears:

a. Quarterly []

b. Semi-Annually []

c. Other [X] Monthly

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.

This is accomplished through the Tungsten Network located at: http://www.fsc.va.gov/einvoice.asp

This is mandatory and the sole method for submitting invoices.

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

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

## B.2 SUBCONTRACTING COMMITMENTS--MONITORING AND COMPLIANCE (JUN 2011)

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

## B.3 PRICE/COST SCHEDULE

### ITEM INFORMATION

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| ITEM NUMBER | DESCRIPTION OF SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
| 0001 | Building 80 (109,379 square feet) Contractor to provide janitorial  and minor maintenance  Contract Period: Base POP Begin: 10-01-2018 POP End: 09-30-2019 | 12.00 | MO | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
|  |  | | | |  |
| 0002 | Building 90 (51,525 square feet) Contractor to provide janitorial and minor maintenance.   Contract Period: Base POP Begin: 10-01-2018 POP End: 09-30-2019 | 12.00 | Mo | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
|  |  | | | |  |
| 0003 | Building 80 (109,379 square feet) Contractor to provide janitorial  and minor maintenance  Contract Period: Base POP Begin: 10-01-2018 POP End: 09-30-2019 | 12.00 | MO | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
|  |  | | | |  |
| 0004 | Building 80 (109,379 square feet) Contractor to provide janitorial  and minor maintenance  Contract Period: Base POP Begin: 10-01-2018 POP End: 09-30-2019 | 12.00 | MO | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
|  |  | | | |  |
| 0005 | Building 80 (109,379 square feet) Contractor to provide janitorial  and minor maintenance  Contract Period: Base POP Begin: 10-01-2018 POP End: 09-30-2019 | 12.00 | MO | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
|  |  | | | |  |
| 1001 | Building 80 (109,379 square feet) Contractor to provide janitorial  and minor maintenance.   Contract Period: Option 1 POP Begin: 10-01-2019 POP End: 09-30-2020 | 12.00 | MO | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
|  |  | | | |  |
| 1002 | Building 90 (51,525 square feet) Contractor to provide janitorial and minor maintenance.   Contract Period: Option 1 POP Begin: 10-01-2019 POP End: 09-30-2020 | 12.00 | MO | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
|  |  | | | |  |
| 1003 | Building 14 (63 square feet) Contractor to provide janitorial and minor maintenance.   Contract Period: Option 1 POP Begin: 10-01-2019 POP End: 09-30-2020 | 12.00 | MO | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
|  |  | | | |  |
| 1004 | Building 2 (502 square feet) Contractor to provide janitorial and minor maintenance.  Contract Period: Option 1 POP Begin: 10-01-2019 POP End: 09-30-2020 | 12.00 | MO | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
|  |  | | | |  |
| 1005 | Building 80 PACT Expansion Level 1 (11,134square feet)  Contractor to provide janitorial and minor maintenance.  Contract Period: Option 1 POP Begin: 10-01-2019 POP End: 09-30-2020 | 12.00 | MO | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
|  |  | | | |  |
| 2001 | Building 80 (109,379 square feet) Contractor to provide janitorial  and minor maintenance.   Contract Period: Option 2 POP Begin: 10-01-2020 POP End: 09-30-2021 | 12.00 | MO | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
|  |  | | | |  |
| 2002 | Building 90 (51,525 square feet) Contractor to provide janitorial and minor maintenance.  Contract Period: Option 2 POP Begin: 10-01-2020 POP End: 09-30-2021 | 12.00 | MO | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
|  |  | | | |  |
| 2003 | Building 14 (63 square feet) Contractor to provide janitorial and minor maintenance.   Contract Period: Option 2 POP Begin: 10-01-2020 POP End: 09-30-2021 | 12.00 | MO | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
|  |  | | | |  |
| 2004 | Building 2 (502 square feet) Contractor to provide janitorial and minor maintenance.   Contract Period: Option 2 POP Begin: 10-01-2020 POP End: 09-30-2021 | 12.00 | MO | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
|  |  | | | |  |
| 2005 | Building 80 PACT Expansion Level 1 (11,134square feet)  Contractor to provide janitorial and minor maintenance.   Contract Period: Option 2 POP Begin: 10-01-2020 POP End: 09-30-2021 | 12.00 | MO | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
|  |  | | | |  |
| 3001 | Building 80 (109,379 square feet) Contractor to provide janitorial  and minor maintenance.   Contract Period: Option 3 POP Begin: 10-01-2021 POP End: 09-30-2022 | 12.00 | MO | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
|  |  | | | |  |
| 3002 | Building 90 (51,525 square feet) Contractor to provide janitorial and minor maintenance.  Contract Period: Option 3 POP Begin: 10-01-2021 POP End: 09-30-2022 | 12.00 | MO | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
|  |  | | | |  |
| 3003 | Building 14 (63 square feet) Contractor to provide janitorial and minor maintenance.   Contract Period: Option 3 POP Begin: 10-01-2021 POP End: 09-30-2022 | 12.00 | MO | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
|  |  | | | |  |
| 3004 | Building 2 (502 square feet) Contractor to provide janitorial and minor maintenance.   Contract Period: Option 3 POP Begin: 10-01-2021 POP End: 09-30-2022 | 12.00 | MO | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
|  |  | | | |  |
| 3005 | Building 80 PACT Expansion Level 1 (11,134square feet)  Contractor to provide janitorial and minor maintenance.   Contract Period: Option 3 POP Begin: 10-01-2021 POP End: 09-30-2022 | 12.00 | MO | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
|  |  | | | |  |
| 4001 | Building 80 (109,379 square feet) Contractor to provide janitorial  and minor maintenance.   Contract Period: Option 4 POP Begin: 10-01-2022 POP End: 09-30-2023 | 12.00 | MO | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
|  |  | | | |  |
| 4002 | Building 90 (51,525 square feet) Contractor to provide janitorial and minor maintenance.   Contract Period: Option 4 POP Begin: 10-01-2022 POP End: 09-30-2023 | 12.00 | MO | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
|  |  | | | |  |
| 4003 | Building 14 (63 square feet) Contractor to provide janitorial and minor maintenance.   Contract Period: Option 4 POP Begin: 10-01-2022 POP End: 09-30-2023 | 12.00 | MO | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
|  |  | | | |  |
| 4004 | Building 2 (502 square feet) Contractor to provide janitorial and minor maintenance.   Contract Period: Option 4 POP Begin: 10-01-2022 POP End: 09-30-2023 | 12.00 | MO | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
|  |  | | | |  |
| 4005 | Building 80 PACT Expansion Level 1 (11,134square feet)  Contractor to provide janitorial and minor maintenance.   Contract Period: Option 4 POP Begin: 10-01-2022 POP End: 09-30-2023 | 12.00 | MO | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
|  |  | | | |  |
|  |  |  |  | **GRAND TOTAL** | **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** |

## B.4 DELIVERY SCHEDULE

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| ITEM NUMBER | | |  | DELIVERY DATE |
| 0001 - 4005 | SHIP TO: | Southern Arizona VA Health Care System 3601 South 6th Avenue Tucson, AZ 85723 0001 USA |  | 10/01/2018 – 09/30/2023 |
|  | MARK FOR: | Donald Wilkerson 520-792-1450 X 5349 Donald.wilkerson@va.gov |  |  |

# SECTION C - CONTRACT CLAUSES

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

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

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

## C.1 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)

|  |  |  |
| --- | --- | --- |
| **FAR Number** | **Title** | **Date** |
| 52.203-16 | PREVENTING PERSONAL CONFLICTS OF INTEREST | DEC 2011 |
| 52.203-17 | CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS | APR 2014 |
| 52.204-4 | PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER | MAY 2011 |
| 52.204-9 | PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL | JAN 2011 |
| 52.228-5 | INSURANCE—WORK ON A GOVERNMENT INSTALLATION | JAN 1997 |
| 52.232-18 | AVAILABILITY OF FUNDS | APR 1984 |
| 52.232-40 | PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS | DEC 2013 |
| 52.237-3 | CONTINUITY OF SERVICES | JAN 1991 |

## C.2 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

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

(End of Clause)

## C.3 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

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

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

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

(End of Clause)

## C.4 SUPPLEMENTAL INSURANCE REQUIREMENTS

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

(a) Workers' compensation and employers liability: Contractors are required to comply with applicable Federal and State workers' compensation and occupational disease statutes. If occupational diseases are not compensable under those statutes, they shall be covered under the employer's liability section of the insurance policy, except when contract operations are so commingled with a Contractor's commercial operations that it would not be practical to require this coverage. Employer's liability coverage of at least $100,000 is required, except in States with exclusive or monopolistic funds that do not permit workers' compensation to be written by private carriers.

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

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

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

(End of Clause)

## C.5 VAAR 852.203-70 COMMERCIAL ADVERTISING (MAY 2018)

The Contractor shall not make reference in its commercial advertising to Department of Veterans Affairs contracts in a manner that states or implies the Department of Veterans Affairs approves or endorses the Contractor’s products or services or considers the Contractor’s products or services superior to other products or services.

(End of Clause)

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

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

(End of Clause)

## C.7 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.8 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.9 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 Arizona. 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.10 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS—COMMERCIAL ITEMS (JAN 2018)

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

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

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

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

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

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

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

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

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

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

[] (5) [Reserved]

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

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

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

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

[] (10) [Reserved]

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

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

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

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

[] (13) [Reserved]

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

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

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

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

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

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

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

[X] (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)).

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

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

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

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

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

[] (26) 52.222–19, Child Labor—Cooperation with Authorities and Remedies (JAN 2018) (E.O. 13126).

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

[X] (49) 52.225-13, Restrictions on Certain Foreign Purchases (JUN 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

[] (50) 52.225–26, Contractors Performing Private Security Functions Outside the United States (OCT 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

|  |  |
| --- | --- |
| Employee Class | Monetary Wage-Fringe Benefits |
| 11150 Janitor | 10.66 |
| 23370 General Maintenance | 16.69 |
|  |  |
|  |  |
|  |  |

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(End of Clause)

# SECTION D - CONTRACT DOCUMENTS, EXHIBITS, OR ATTACHMENTS

## D.1 PERFORMANCE WORK STATEMENT

1. **SCOPE OF WORK**
2. The Southern Arizona Veterans Health Care System (SAVAHCS) located at 3601 South 6th avenue Tucson, AZ 85723 requires a contractor to provide janitorial and minor maintenance services. The Contractor shall provide all labor, standard cleaning and hand-tools, supplies, materials, management, and all other elements necessary to provide complete Janitorial and Minor Repair Services at the SAVAHCS for building 80,90, 14 and 2. The SAVAHCS facilities will continually present a clean, neat and welcoming appearance to our Veterans, visitors and staff. The Contractor shall perform all work in accordance with all applicable laws, regulations, contract standards, manufacturer’s instructions, and the Performance Work Statement.
3. Contractor shall understand and utilize appropriate sanitation procedures. Control and monitor to ensure that all sanitation requirements are properly and efficiently addressed. Understand diseases and know the proper chemicals and methods of cleaning.
4. The contractor shall have experience in managing and providing healthcare housekeeping services to institutions of similar-size and scope as required by this solicitation. The contractor must have gained this experience as a result of being regularly engaged in the business of providing similar services in health care/patient care environments.
5. The contractor shall provide all labor, supervision and management support to facilitate medical/ healthcare cleaning and disinfection, hazardous waste handling, infection prevention and safety. All professionals providing services under the terms of this contract will be appropriately certified and possess the skills and experience to perform the services as required in all forms of medical cleaning including Health Insurance Portability and Accountability Act (HIPPA) certified, Blood Born Pathogen Training and Product Training.
6. Contractor shall not perform inherently governmental functions. This includes, but is not limited to, determination of agency policy, determination of Federal program priorities for budget requests, direction and control of government employees, selection or non-selection of individuals for Federal Government employment including the interviewing of individuals for employment, approval of position descriptions and performance standards for Federal employees, approving any contractual documents, approval of Federal licensing actions and inspections, and/or determination of budget policy, guidance, and strategy.
7. **GENERAL REQUIREMENTS** 
   1. The certification and Accreditation requirements do not apply and Security Accreditation Package is not required. This device/service will not be storing/collecting any data released outside the VA. There is no sensitive information to protect outside of the VAMC.
   2. Cleaning products, supplies, and equipment will be provided by the contractor.
   3. The cleaning equipment and the cleaning materials will be the responsibility of the contractor. Mops and rags used for cleaning must be segregated: one set used for bathrooms and diaper changing stations and a separate set for classrooms, hallways, and lobby. The contractor shall clean and disinfect the mops and rags daily in detergent and hot water, rinsed in warm water and sanitized in a bleach solution, wrung out, and hung to air dry.
   4. Mop heads and rags must be changed out when dirty. Sponges will not be used. As a minimum, mop water and disinfectant must be changed after cleaning as necessary to ensure that the area is getting cleaned. Trash, mops, brooms, and cleaning buckets shall be inaccessible to the patients and visitors to the facility.
   5. Cleaning Products Approval. The Contractor shall provide a list of all cleaning products to be used along with Material Safety Data Sheets (MSDS) to ensure that the cleaning products are suitable for use in a health care environment. Chemical air fresheners are not permitted. All chemicals and other potentially dangerous products (except bleach water solution) and cleaning supplies (including mops, mop buckets, etc.) must be stored in their original, labeled container in a locked closet.
   6. The services will be performed in accordance with VA policies, the Environmental Services Procedure Guide for the SAVAHCS which will be made available after award of the contract, and the regulations of the medical staff by-law of the VA facility.
   7. Refuse Collection and Disposal. The Contractor shall use existing bulk containers to dispose of trash, refuse or recyclables generated from accomplish
   8. A day porter will be responsible for making sure the areas assigned are presentable, and inviting at all times – especially between routine cleaning maintenance activities. They also ensure the building is safe for all occupants if any unexpected incidents arise, like slippery floors or broken glass. The day porter shall be responsible for ensuring supplies are always fully stocked and the product does not run out.
   9. The contractor shall have qualified staff member(s) with, skills, and knowledge, and abilities to perform minor maintenance tasks, effectively to include: general maintenance, orderliness, and cleanliness for the facilities included in this contract. Tasks range from painting, drywall repair, minor plumbing work, minor electrical work, carpentry, sheetrock, ceiling tile replacements, and small furniture assembly. Contractor personnel performing the duties of the repair and maintenance shall be qualified and have at minimum an apprentice in the skill to accomplish the required minor maintenance.
8. **BUILDING SECURITY**
9. **Key Control.** The contractor will be provided keys for building/room access.
10. **Room Access**. The contractor shall ensure its employees do not allow any unauthorized person the use of any key in their possession. The contractor shall ensure they do not open locked rooms or areas to permit entrance by persons other than contractor employees performing assigned duties. All rooms/areas required to be locked shall not be left unattended during the cleaning process and shall be relocked by contractor personnel after completing cleaning duties.
11. **Unlocked Doors or Windows**. Contractor personnel shall turn off all lights in unoccupied areas after cleaning is performed in empty or vacant areas. Ensure areas are secured and windows are closed and locked. The Contracting Officer’s Representative (COR) or designee, and VA police shall be notified of any unlocked doors or windows during his/her duty hours.
12. **FACILITY CLEANING – HANDINLING FURNITURE/EQUIPMENT**
13. **Non-Carpeted Floors** (Hard Floors: Vinyl Tile, Ceramic Tile, Wood, Concrete, etc.). Hard floors shall be maintained free of grit, soil, dust, scuff and heel marks, stains, spills, debris, litter and other foreign matter by effective routine cleaning. Cleaning shall be accomplished by the most appropriate method (vacuum, sweep, dust mop, damp mop, spot clean, etc.) and with cleaning solutions if applicable, for the specific floor type. After cleaning, floor surfaces to include grout shall have a uniform, clean appearance without streaks, swirl marks, detergent residue, or any evidence of soil, stain, film, or standing water. Baseboards, corners, and wall/floor edges shall also be clean. Chairs, trash receptacles, and other easily moveable items shall be moved to maintain floors underneath these items and returned to their original and proper position after cleaning. The Contractor shall spray buff and/or burnish all non-carpeted floors once a week, with the exception of wood laminate flooring, which should be mopped on a daily basis and as needed. These floors shall also be stripped and waxed on a semi-annual basis, after operating hours. The Contractor shall remove all movable furniture prior to stripping and waxing.
14. **Carpeted Floors.** Carpets shall be maintained free of soil, dirt, debris, litter and other foreign matter by effective routine vacuuming. Efficient vacuum cleaners shall offer high airflow, high efficiency filtration, and an adjustable rotating brush agitation for more effective soil removal. Any spots and/or spills shall be removed by the carpet manufacturer’s approved methods or other commercially accepted practices as soon as noticed. All tears, burns, and raveling shall be brought to the attention of the COR. Chairs, trash receptacles, and other easily moveable items shall be moved to maintain floors underneath these items and returned to their original and proper position after cleaning. Carpet Maintenance. The Contractor shall steam clean all carpet once a year, and spot shampoo as needed, preferably on weekends or after operating hours, to ensure carpets are completely dry for the next business day.
15. **Stairways/Elevators/Handicap Lifts**. All floor surfaces shall be cleaned in accordance with section D subsection 1, “non-carpeted floors”, as appropriate. Stair guards, handrails, wall caps and baseboards shall be free from grease and grime. The Contractor shall remove all marks, dirt, smudges, scuffs, and other foreign matter from adjoining stairwell walls, up to 72 inches’ height from stair tread level, to provide or maintain a clean, uniform appearance.
16. **Clean Floor (Walk-Off) Mats**. Vacuum and/or clean interior and exterior floor mats. Mats shall be free of all visible lint, litter, debris, soil and other foreign matter. Soil and moisture underneath mats shall be removed and mats returned to their normal location.
17. **Trash and Recycle Collection/Removal**. All trash, and recycle removed from each area daily. Trash bags will be tied up and trash/ recycle put in appropriate container for disposal. The contractor shall collect and dispose of all trash/recycle, ensuring that new trash/recycle liners are used each time, from these locations to prevent foul odors, pest control issues or bags leaking or tearing leaving an infection control issue. The contractor is responsible for replacement of plastic trash bags.
18. **Drinking Fountains**. Contractor shall clean all drinking fountains, typically located near the restrooms. All porcelain and polished metal surfaces, including the orifices and drain, as well as exterior surfaces of fountains should have no buildup of mineral deposits, shall be cleaned and disinfected. Drinking fountains shall be free of streaks, stains, spots, smudges, scale, and other obvious soil.
19. **Ice Machine Maintenance.** Ice machine shall be free of dust, should have no buildup of mineral deposits, shall be cleaned and disinfected on all surfaces. The use of sponge, or cloth is recommended to prevent scathes. Prevent any chemicals on the inside of service ports were the water and ice is dispensed.
20. **Cleaning Equipment/Materials.** Mops and rags used for cleaning must be segregated: one set used for bathrooms and diaper changing stations and a separate set for classrooms, hallways, and lobby. The Contractor shall clean and disinfect the mops and rags daily in detergent and hot water, rinsed in warm water and sanitized in a bleach solution, wrung out, and hung to air dry. Mop heads and rags must be changed out when dirty. Sponges cannot be used. As a minimum, mop water and disinfectant must be changed after cleaning 900 square feet. Trash, mops, brooms, and cleaning buckets shall be inaccessible.
21. **Stock Restroom/Facility Supplies**. The Contractor shall ensure restrooms and facility supplies are sufficiently stocked so any provided supplies including toilet tissue, paper towels, and hand soap do not run out. Supplies shall be stored in designated areas. If supplies run out prior to the next service date, the contractor shall refill within 30 minutes of notification.
22. **Dusting.** Low dusting includes surfaces within 6 feet of the floor and must be free of dust, lint, cobwebs, and litter. High dusting includes surfaces above 6 feet up to 10 feet. Surfaces could include items such as tables, shelves, bookcases, storage lockers, window sills, hand rails, pictures, clocks, window blinds, ceiling fans, Heating Ventilation and Air Conditioning (HVAC) grills, etc.
23. **Windows/Interior Glass**. All store fronts, including glass in doors, partitions, walls, display cases, and directory boards shall show no traces of film, dirt, smudges, water, or other foreign matter.
24. **CLEANING RESTROOMS AND LOCKER ROOMS**
25. **Clean and Disinfect/Sanitize.** All surfaces of sinks, toilets, urinals, lavatories, showers, shower mats, dispensers, plumbing fixtures, mirrors, dispensers, doors, walls, stalls, stall doors, entry doors (including handle, kick plates, ventilation grates, metal guards), and other such surfaces shall be cleaned and disinfected using a germicidal solution. Restrooms shall have a clean scent or no odor at all. Showers, toilets, and urinals will be free of spots, water spots, scale buildup, soap scum, odors, and any deposits. Mirrors shall be clean and have no streaks. Partitions/stalls shall be smudge/stain free. Vents, to include ceiling vents, shall be clean. Restroom sinks, countertops, and fixtures shall be free from water and scale deposits, streaks, and other removable matter. Walls and grout shall be free of all film, spots, and detergent buildup. Restroom supplies shall be checked during cleanings and replenished as needed to maintain an adequate supply at all times.
26. **Restroom Floor Care**. All floor surfaces shall be maintained by effective routine cleaning. Moveable items shall be tilted or moved to sweep and damp mop underneath. Grout shall be free of dirt, scum, mildew, and residue. The floors may require deep scrub to remove dirt from grout.
27. **Restroom Trash Removal**. the contractor shall empty all trash containers in restrooms and locker rooms. The contractor shall dispose of all trash and clean trash containers, inside and out, and return containers to their original locations. The contractor shall replace any obviously soiled or torn plastic trash can liners. Trash receptacles shall be left clean, free of foreign matter and free of odors.
28. **Stock Restroom Consumable Supplies.** supplies shall be stored in designated areas. Contractor shall ensure restrooms are stocked sufficiently so any provided supplies including toilet tissue, paper towels, and hand soap do not run out. If supplies run out prior to the next service date, the contractor shall refill within 30 minutes of notification.
29. **PERIODIC CLEANING SERVICES (services performed on a monthly, quarterly, annual basis)**
30. **Periodic Hard Floor Maintenance**. Hard floors shall be cleaned, scrubbed, polished, waxed, and stripped as required for the appropriate surface to maintain, protect and ease normal routine floor cleanings. After periodic maintenance, floor surfaces to include grout shall have a uniform, clean appearance without streaks, swirl marks, detergent residue, or any evidence of soil, stain, film, or standing water.
31. **Periodic Carpet Restorative Cleaning**. Carpets shall be deep cleaned in order to remove embedded soil from carpet fibers. Deep cleaning shall employ an effective technique and/or method to address soil suspension, soil extraction and drying. After deep cleaning, the carpeted area shall show an improvement in visible appearance. All cleaning solutions shall be removed from baseboards, furniture, trash receptacles, chairs, and other similar items. Chairs, trash receptacles, and other items shall be moved to clean carpets underneath and returned to their original location after the carpet has dried.
32. **Periodic Carpet Restorative Cleaning**. Carpets shall be deep cleaned in order to remove embedded soil from carpet fibers. Deep cleaning shall employ an effective technique and/or method to address soil suspension, soil extraction and drying. After deep cleaning, the carpeted area shall show an improvement in visible appearance. All cleaning solutions shall be removed from baseboards, furniture, trash receptacles, chairs, and other similar items. Chairs, trash receptacles, and other items shall be moved to clean carpets underneath and returned to their original location after the carpet has dried.
33. **INCIDENTAL MINOR MAINTENANCE**
34. These are considered tasks which can be completed in 15 minutes or less with standard hand tools. The contractor must have trained personal performing the duties of the repair and maintenance this personal shall be qualified and experienced with a skill level of an apprentice or higher to execute tasks effectively.
35. Supply of the hand tools (i.e. screwdrivers, pliers, hammer, screw guns, drills, step ladders, brooms, mops, buffer, rags, vacuums, hand augur, plunger, paint brushes and rollers, putty knives, buckets, etc.) is the responsibility of the contractor.
36. The government will provide all replacement/repair parts and materials (i.e. light bulbs, ceiling tiles, batteries, paint, anchors, screws, nails, spackle, drain enzyme, etc.). Some replacement parts such as light bulbs, battery’s, ceiling tiles, and etc. will be initially issued to the contractor in standard cases/lots. The contractor will then be responsible for ensuring they maintain the replaced materials and return them to the government for proper disposal and replenishment. i.e. If the government provides a box of 20 light bulbs or a pack of 20 size AA batteries to the contractor, the contractor must return a box of 20 used light bulbs or a package of 20 used size AA batteries prior to receiving additional stock. Ensure bulbs and batteries are never disposed of by the contractor as trash.
37. The contractor shall report all issues/concerns that fall outside of these described services in writing, via a work order, as soon as possible to ensure prompt attention by the government. Additionally, the contractor is encouraged to make necessary repairs/replacements as soon as identified, versus waiting for a work order from the government. This will enhance level of service to the facility.
38. Fixtures: Contractor is responsible for descaling, repairing and/or reporting all leaks. Contractor shall repair/replace flush valve diaphragms, vacuum breakers, faucet washers, and supply lines to sinks and water fountains and all solenoid batteries as necessary. Fixtures include faucets, toilets, flush meters, sinks, and water fountains. The VA will accomplish any necessary water outages beyond the angle stop valve.
39. Clogs: Contractor is responsible for clearing all clogs in sinks, toilets, water fountains, and floor drains that can be cleared utilizing a standard closet hand augur, drain enzyme, wet vacuum and/or a rubber plunger. Those that cannot be cleared by contractor will be reported to the VA in writing via a work order as soon as possible.
40. Lighting: Contractor is responsible for replacing lamps/bulbs and diffusers as needed. All fluorescent lamps shall be “green” type. If lamp replacement fails to correct a non-functional fixture, the VA will be notified in writing. The contractor shall ensure that the materials issued by the Government for any replacement bulbs and lamps should match the existing in type, wattage and output spectrum.
41. Cover plates: Contractor is responsible to replace outlet and switch cover plates as necessary. The contractor shall ensure that the materials issued by the Government for any replacement cover plates match existing plates in color and material.
42. Electric Door operators: Contractor is responsible for initial response to reports of automatic door malfunction. Contractor will verify power is available to the operator, and initiate reset procedures. If this fails to correct the problem, this will be reported to the VA. The Contractor is responsible for replacing batteries in the wall transmitter push plates.
43. Ceiling System: Contractor is responsible for installing all damaged and wet/stained ceiling tiles with matching tiles. Wet/stained ceiling tiles will be investigated by contractor for the source, and reported to the COR in writing any verbal reports shall be followed up in writing to the COR. Ceiling tiles will be provided by the government in bundle packages.
44. Wall mounting: Contractor is responsible for mounting a variety of owner requested items to walls, to include pictures, artworks, clocks, calendars, bulletin boards and plaques. All items to be hung will be VA provided, and must be approved in advance by the VA Interior Design section.
45. Miscellaneous: Contractor is responsible for keeping wall and ceiling items securely fastened, to include, but not be limited to hand rails, bumper guards, cove base, corner guards, door bumpers, sinks, toilets, mirrors, bathroom stall partitions, toilet paper dispenser, paper towel dispensers, glove box holders, waterless hand wash dispenser, liquid soap dispenser, cubicle curtain tracks and window coverings.
46. Doors and hardware: Maintain doors in good operating condition, to include tightening hardware and door armor, and replacement of door bumpers provided by the Government. Key and core work is specifically excluded, and will be performed by the VA.
47. Wall Surfaces: Contractor is responsible to repair damage to all wall surfaces up to four square inches, with blending into existing finishes, and necessary painting. Paint will be provided by the government in up to one-gallon containers. Subsequently, the empty containers will be returned to the government in exchange for additional paint. Containers shall not be disposed of as trash.
48. **CONTRACTOR PROVIDED EQUIPMENT AND SUPPLIES**
49. Contractor-Furnished Equipment/Vehicles. The contractor shall provide and maintain all equipment and vehicles necessary to perform the requirements of this contract. The contractor may perform cleaning, minor repair and other normal maintenance requirements of equipment on site. Maintenance and repair of contractor vehicles or their privately-owned vehicles shall not be accomplished on site. Contractor vehicles shall have the company name prominently displayed on both sides of the vehicle and be maintained to present a neat, professional appearance. Contractor vehicles shall be used solely for the intended purpose of performing services in this performance work statement during normal hours of operation.
50. All equipment used in the performance of this contract shall be in good operable condition and carry a U/L (Underwriters Laboratory) listing. Equipment found to be unsafe and unable to function as designed, shall not be used in performance of this contract. The Contracting Officer(CO) or designated COR may inspect the contractor’s equipment and vehicles at any time and direct the removal of any unsafe or unusable equipment or vehicle from the installation.
51. The contractor shall provide adequate numbers of equipment items and vehicles to effectively fulfill the scope of this contract. In addition, the contractor shall maintain or have backup capability to provide continued service in the event primary equipment or vehicles are down for extended maintenance or repairs. Equipment failure shall not alleviate the contractor from performing any requirement contained in this contract**.**
52. **GOVERNMENT FURNISHED PROPERTY**
53. Government Furnished Facilities. The Government shall provide designated space in each building for the contractor to store supplies. No alterations to the space shall be made without the specific written permission from the CO. Initial request(s) shall go through the COR for review and consideration, before forwarding to the C.O. The Contractor shall return the space to the government in the same condition as received, fair wear and tear and approved modifications.
54. Janitorial Closets. Janitorial closets will be available for use by the Contractor, without cost, for the purpose of storing materials and equipment, excluding flammable materials, in each facility. The Contractor shall ensure these closets remain clean and odorless. Further, closets will be free of clutter and debris. Cleaning supplies and tools will be stored and organized in such a manner as to allow easy access and movement in closet. Closets provided for janitorial service use will be locked if locks are available. The government will not be responsible for Contractor’s stored supplies or equipment kept in the building or janitor’s closets or for the Contractor’s employees’ personal belongings.
55. Government Furnished Supplies. The government will provide specified items, including light bulbs, batteries, repair parts, painting and patching supplies, drain enzyme, etc., are supplied in bulk by the government and replenished upon receipt of the used/expired supply item.
56. Government will provide the following supplies for contractor to put in the designated areas in which they are used, this list is subject to changes: Kleenex, Purell Hand Sanitizer, Cavi Wipes, Dispatch Wipes, Feminine Napkins, Surgical Cone Mask.
57. Government Furnished Utilities. The Government will furnish electricity, water, sewage, and refuse disposal services as necessary for accomplishment of work in accordance with this contract.
58. Utility Conservation. The Contractor shall adhere to all Facility level utility conservation practices or requirements. The Contractor shall be responsible for operating under conditions that prevent waste of utilities.
59. Telephone Service. Not provided.
60. Two Hand Held Radios for communication during work hours will be issued to the contractor.
61. Security, Fire and Medical Services. The Government will provide police protection. In the event of a fire or medical emergency, personnel must call 911 for local Tucson Fire Department and Emergency Medical services, who will subsequently transport any injured employee to a local hospital. Cost is the responsibility of the employee.
62. **IMMUNIZATIONS**
63. The contractor shall ensure that all contractor employees assigned to perform work under this contract are free of communicable diseases, to include tuberculosis, prior to entering VA facilities. All contract employees shall have the following immunizations required by “Immunizations and Chemoprophylaxis” prior to an employee being allowed to perform work under this contract. The contractor shall provide certification that all employees meet the above conditions within two weeks after award. Any required immunizations will be at the contractor’s expense.

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| --- | --- | --- |
| Mumps | Measles | Tuberculosis Skin Test |
| Rubella | Tetanus | Varicella |
| Diphtheria | Hepatitis B | Polio |

1. Contractors should also consider receiving the flu vaccination. They may be subject to policy and procedures to protect patients, visitors and staff.
2. **CERTIFICATIONS AND TRAINING REQUIREMENTS**
3. The contractor shall have a documented history of five (5) years of experience of relevant and similar

services performed in a medical facility.

1. The contractor shall ensure all personnel performing work under this contract is properly trained and certified in all forms of medical cleaning to include, Blood Born Pathogen Training and Product Training in Sterile Environment. All personnel performing work under this contract will need documentation showing they have had a minimum of 10 days of training**. The contractor will have approximately 2 weeks from the date of award to provide this documentation.**
2. The contractor shall have a training program that covers all aspects of the scope of work and shall comply with federal, state, local, and OSHA requirements. **A copy of the training program shall be provided to the contracting officer with the technical proposal**.
3. The contractor must be certified to handle regulated medical waste, (e.g. red buckets and Sharp containers).

1. The contractor must have liability insurance with Southern Arizona VA Health Care System listed as additionally insured (minimum $500,000.00) and Workers Compensation Insurance.
2. The contractor must have trained personal performing the duties of the repair and maintenance this personal shall be qualified and have at minimum an apprentice in the skill to accomplish the required minor maintenance for the facilities included in this contract.
3. **BACKGROUND CHECK**

Contractor will be required to ensure all personnel pass drug screening, e-verify, and nationwide background checks.

1. **QUALITY CONTROL**

1. Staffing: The contractor is to notify the COR within 3 calendar days of a contracted Key Personnel who resigns, is released of their duties and or when New Key Personnel is scheduled to be working under this contract. This information shall be delivered in writing by email notification any verbal communication shall be followed up in writing within the time allotted (3 days). **All proper background checks and other applicable documentation such as immunization for new employees shall be provided to the COR and the Contract Specialist to maintain up to date documentation for each employee**.
2. Contractor shall provide a contingency plan to replace staffing personnel that cannot perform the assigned job duties and tasks. Provide a detailed description of your company’s ability to replace personnel within reasonable time-period as to not affect services to the facility. The contractor is to provide a complete listing of all Key Personnel. **The contractor shall submit a written Contingency Plan to the contracting officer as part of their proposal. This plan shall specifically address the contractor’s ability to replace personnel within a reasonable time.**
3. **Quality Control** The contractor shall develop and maintain a quality control program, as an example; ATP Bacteria Meter and black light technology to ensure custodial services are performed in accordance with commonly accepted commercial practices and the requirements provided in this SOW. The contractor shall develop and implement procedures to identify, prevent, and ensure non-performance and continual repeat of defective service does not occur. **The contractor shall submit a written** **Quality Control Plan to the contracting officer as part of their proposal. The plan shall specifically address the contractor’s strategy to provide quality workmanship, continual process improvement and for correcting deficiencies as required.**
4. **Quality Assurance:** The government shall inspect and evaluate the contractor’s performance to ensure services are received in accordance with requirements set forth in this contract. When a performance threshold has not been met or contractor performance has not been accomplished, the COR will initiate and provide the Contracting Officer a Contract Discrepancy Report (CDR) for issuance to the contractor. The contractor shall respond to the CDR IAW instructions provided and return it to the Contracting Officer within 10 calendar days of receipt.
5. **Service Summary (SS):** the contract service requirements are summarized in performance objectives that relate directly to mission essential items. The performance threshold briefly describes the minimally acceptable levels of service required for each requirement. The SS and the contractor’s Quality Control Plan provide information on contract requirements, the expected level of contractor performance and the expected method of government surveillance and confirmation of services provided. These thresholds are critical to mission success. Procedures as set forth in the FAR 52.212-4 (a), Contract Terms and Conditions - Commercial Items, Inspection/ Acceptance, will be used to remedy all deficiencies. During the first 30 days of the contract, two additional errors on each task shall be allowed in an effort to identify normal phase-in problems, except for any periodic cleaning service.

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| Performance Objective | PWS Para | Performance  Threshold | Remedy | Method of Assessment |
| SS-1  **Facility Cleaning Service**   1. Non-Carpeted Floors 2. Carpeted Floors 3. Stairways / Elevators Handicap Lifts 4. Clean Floor Walk-off Mats 5. Trash & Recycle Collection /Removal 6. Drinking Fountains 7. Ice Machine Maintenance 8. Cleaning Equipment/Materials 9. Stock Restroom/Facility Supplies 10. Dusting 11. Window/Interior Glass | E  Inclusive | No more than 5 valid defects per month | Re-performance  Within 2 hours of notification | 100%  Inspection |
| SS-2  **Cleaning Restrooms and Locker Rooms**  1. Clean and Disinfect/Sanitize  2. Restroom Floor Care  3. Restroom Trash Removal.  4. Stock Restroom Consumable | F  Inclusive | No more than 5 valid defects per month | Re-performance  Within 2 hours of notification | 100%  Inspection |
| SS-3  **Periodic Cleaning Services**  1. Periodic Hard Floor Maintenance  2. Periodic Carpet Restorative Cleaning  3. Periodic Carpet Restorative Cleaning | G  Inclusive. | 1 defects per month | Re-performance  Within 1 day of notification or a mutually acceptable timeframe to the COR, customer and contractor. | Periodic Surveillance |
| SS-4  **Quality Control**  Periodic Surveillances and spot checking evaluations are followed and documented in accordance with Contractor’s Cleaning Frequency Schedule (incorporated into contract after award). | M  Inclusive | 1 valid defect per month | Contractor shall provide a written Corrective Action Report. | Periodic Surveillance |
| SS-5  **Surveillance**  Periodic Surveillances and spot checking evaluations are followed and documented in accordance with Contractor’s Cleaning Frequency Schedule (incorporated into contract after award). | N  Inclusive | 1 valid defect per month | Contractor shall provide a written Corrective Action Report. | Periodic Surveillance |

1. **SURVEILLANCE METHODS**
2. Surveillances: this method requires the COR to inspect the service. Results shall be annotated on the inspection schedule. Any deficiency shall be documented and the contractor shall re-perform service immediately, within the 2 hours of notification or as noted in the remedy section of the “Services Summary” no increase in contract amount shall be incurred. Any unsatisfactory inspection identified but re-performed acceptably shall still be counted as an unsatisfactory inspection for trending purposes.
3. Receiving two or more unsatisfactory 100% surveillances, within a 12 Month period may result in unsatisfactory past performance documentation. Continued receipt of unsatisfactory 100% surveillances during the contract period shall constitute a negative trend and the Contracting Officer may take any appropriate action in accordance with the FAR 52.212-4 (a), Contract Terms and Conditions - Commercial Items, Inspection/Acceptance.
4. Periodic Surveillances: this method requires the COR to employ a “spot check” style of evaluation based on the contractor’s incorporated Cleaning Frequency Schedule (CFS). Periodic surveillances will be conducted and may be adjusted, based on quality trends. The CFS or modified version thereof, shall be used for COR scheduled inspections and results documentation.
5. Any unsatisfactory inspection (defect) result shall be recorded, and the contractor shall re-perform the service within 24 hours after notification.
6. Exceeding the performance threshold for any of these performance objectives shall result in a warning or letter of concern from the Contracting Officer.
7. Customer Complaints: the COR will receive and investigate any complaints regarding contractor’s performance under this contract. The COR shall be responsible for initially validating customer complaints. The Contracting Officer shall make final determination of the validity of customer complaint(s) in cases of disagreement with the COR and the contractor.
8. **NOT MEETING PERFORMANCE EXPECTATIONS**

Exceeding the maximum number of performance threshold violations for the performance objectives listed in the Service Summary (SS) in any one-month period shall result in a warning, letter of concern, or other administrative action necessary from the Contracting Officer. Additional remedies are available to the government to include Termination of the Contract.

1. **PERIODIC PROGRESS MEETINGS**
2. The Contracting Officer, COR, other government personnel as appropriate, and the contractor shall periodically meet to discuss the contractor’s performance. The following issues shall be discussed: opportunities to improve the contract, any modifications required of the contract, unsatisfactory inspections, and valid customer complaints against each performance objective observed and steps taken by the contractor to prevent occurrences in the future. The contractor shall provide a summary of unsatisfactory inspections and customer complaints and provide insight into any identified trends.
3. The minutes of these meetings will be reduced to writing, signed by the Contracting Officer and any other signatures as deemed appropriate, distributed to the service line functional area and the contractor. Should the contractor not concur with the minutes, the contractor will provide a written notification to the Contracting Officer identifying areas of non-concurrence for resolution.
4. **SUPPLY PRODUCTS – USAGE AND HANDLING REQUIREMENTS**
5. Cleaning and Restroom Supplies. The contractor shall furnish a listing of all cleaning and restroom supplies utilized during the contract period to the COR not later than the pre-performance conference for approval by the Contracting Officer. After approval, any new cleaning supplies added to the contract will need approval before being used on the installation.
6. Inventory Listing. The cleaning inventory supply list shall contain the following information: Product name manufacturer item use disposal procedures if material remains after usage Storage of item Supply Product Disposition. The contractor shall be responsible for the proper disposal of all their cleaning supplies.
7. Safety Data Sheet (SDS). An SDS shall also be provided for each cleaning and restroom supply item and employees will be trained, by the contractor, on the proper use and disposal of each item. All cleaning supplies shall be non-flammable.

\*NOTE: Products containing chlorofluorocarbons (CFC’s) or ozone depleting substances shall not be allowed or approved for use. Products containing phenolic compounds, such as “Lysol” shall not be allowed or approved.

1. Hazardous Material Identification. MSDS’ are required as specified in the latest version of Federal Standard No. 313 (including revisions adopted during the term of the contract) for any other material designated by a government technical representative as potentially hazardous and requiring safety controls. MSDS’ must be submitted by the Contractor at the pre-performance conference. Failure to provide MSDS’ or certificate when requested could result in the Contractor being considered non-responsive and result in termination of the contract.
2. HAZMAT. The government (HAZMAT personnel) will inventory all chemicals that the Contractor brings on to SAVAHCS or any property under the control of SAVAHCS. Any products that meet the criteria of “Hazardous Waste” must be bar coded and tracked until permanently removed from government property. The inventory will be performed prior to commencement of work. Criteria for identifying hazardous waste, is contained in Subpart C of 40 CFR, Part 261.
3. The Contractor will be briefed on SAVAHCS spill response procedures at the pre-performance conference. The Contractor is responsible to report and promptly cleanup all spills in a manner consistent with current environmental regulations, in the event that it is necessary to utilize government material, equipment or personnel to clean up a Contractor caused spill, the Contractor shall be required to reimburse the government for all associated costs.
4. Hazardous Material/ Waste Management. The Contractor will be briefed on SAVAHCS Hazardous Material / Waste Management Plan at the pre-performance conference.
5. Hazardous Material Handling. The Contractor shall have approval from the Industrial Hygienists and Safety Officer sections prior to purchasing, handling, using, and storing any chemicals, solvents, lubricants, and other products that require SDS’. The Contractor shall identify these materials and products to COR or designee. The Contractor shall provide one copy of the SDS’ for each item to the industrial hygienists and safety officer sections for review prior to any chemicals being brought onto SAVAHCS. The Contractor shall maintain one copy of the SDS for each hazardous material line item used within the work center. All requests will be processed through the COR, with final approval coming from the CO.
6. The Contractor shall not use products that are or contain Toxic 17 chemicals, Extremely Hazardous Substances (EHS), Ozone Depleting Substances (ODS), and/or Persistent Bio accumulative and Toxic (PBT) chemicals. Any HM containing one of these banned substances will not be allowed on the SAVAHCS site.
7. The Contractor shall ensure all employees complete the local Hazardous Communication, HAZMAT, and hazardous waste training. The Contractor shall appoint a primary and alternate HAZMAT and Hazardous Waste monitor. Monitors are responsible for training all Contractor personnel regarding hazardous material containers maintained within SAVAHCS and complete SDS’ immediately upon receipt of new chemicals, products, or materials. The Contractor shall submit SDS’ as required.
8. **PRIVACY AWARENESS TRAINING**
9. All Contractor employees performing work under this contract are required to complete VA Privacy Awareness Training prior to being allowed to perform contract duties at SAVAHCS facilities, and annually thereafter. There are three choices available for privacy training:
10. Complete the VHA Privacy Policy Training web-based course, available at the site: <https://www.eeslearning.net/librix/loginhtml.asp?v=librix>
11. Read and review the text version of VHA Privacy Policy Training, available from the COR upon request.
12. Read and review the VHA Privacy Policy Training PowerPoint presentation, available from the COR upon request.
13. All training completion certificates shall be forwarded in one submission/package to the Contracting Officer within thirty (30) calendar days of award or exercise of option period. If any contractor employees fail to complete initial or annual Privacy Awareness training, the COR shall report any deficiencies to the contractor. The COR will not permit a deficient contractor employee to perform contract duties at SAVAHCS facilities until s/he receives the contractor employee’s current training completion certificate.
14. **EMPLOYEE CONDUCT**
15. Employee Conduct: contractor shall enforce standards of employee conduct. The contractor shall ensure personnel performing work under this contract exhibit a pleasant demeanor and courteousness at all times. The Government reserves the right to refuse services of contractor or contractor employee, if personal or professional conduct jeopardizes patient care or interferes with the regular and ordinary operation of the facility. Breaches of conduct include intoxication or debilitation resulting from drug use, theft, patient abuse, dereliction or negligence in performing directed tasks, or other conduct resulting in formal complaints by patient or other staff members to designated COR. Standards for conduct shall mirror those prescribed by current federal personnel regulations. The COR shall handle issues raised concerning contract personnel’s conduct. The final arbiter on questions of acceptability is the Contracting Officer.
16. The contractor shall not engage in sexual harassment or discrimination on a sexual, racial, or age basis while performing work under this contract. The contractor shall ensure its employees and subcontractors do not use foul language or direct negative comments toward veterans, patients, VA employee’s, or any other visitors to the facility.
17. Appearance: the contractor shall ensure personnel performing work under this contract are clean and well-kept at all times. The contractor shall enforce good hygiene practices, including a professional appearance in dress and hairstyle. Contractor personnel need to be in a clearly distinguishable uniform with name badge identifying both company and employee name.
18. English: contractor shall ensure all personnel performing work under this contract possess a thorough understanding of written and spoken English. Contractor personnel performing work under this contract shall make all communications regarding performance of this contract in English.
19. Weapons, Firearms, and Ammunition: personnel performing work under this contract are prohibited from possessing weapons, to include knives, firearms, or ammunition, on themselves or within contractor-owned or privately-owned vehicle while on the SAVAHCS campus. The contractor shall ensure personnel performing work under this contract comply with these restrictions.
20. If the Contracting Officer finds it in the best interest of the Government may, at any time during the performance of this contract, order the contractor to remove any of his/her personnel from further performance under this contract for reasons of their moral character, unethical conduct, security risk and violation of on-site facility rules. In the event that it becomes necessary to replace any contractor personnel for any of the above reasons, the contractor shall bear all costs associated with such removal, including the costs for the replacement of any personnel so removed. These charges will not be chargeable to the Government.
21. **MISCELLANEOUS/CORE REQUIREMENTS**
22. Energy Conservation Lights: the contractor and/or employees or subcontractors shall turn off all

unnecessary lights.

1. Report Fire Hazards: the contractor and/or employees or subcontractors shall report conditions, and items in need of repair to the COR or designates.
2. Lost and Found: the contractor and/or employees or subcontractors shall turn in lost and found articles to the COR.
3. Suspicious Behavior: the contractor and/or employees or subcontractors shall notify COR or Veteran Administration police services if unauthorized or suspicious persons are seen on the premises.
4. Locked Rooms: the contractor shall notify the COR of any conditions that may interrupt or delay performance under this SOW such as locked offices/facilities, occupied rooms, adverse weather condition, or any other conditions. Once any delay issue has been resolved, the contractor shall start performance within 3 hours of notification of resolution.
5. After Hour Entry: the contractor shall ensure that personnel entering any facility or area after it has been secured shall enter through one door and lock the door behind them. The contractor shall ensure these facilities or areas are not left unsecured at any time, including the period when work is being performed. Upon completing work in a facility or area, the contractor shall ensure all doors and windows that were secured upon its arrival are closed and secured upon its departure.
6. Employees entering any facility or area after it has been secured shall enter through one door and lock the door behind them. These facilities or areas shall not be left unsecured at any time, including the period when work is being performed. Upon completing work in a facility or area, Contractor employees shall ensure all doors and windows that were secured upon their arrival are closed and secured upon their departure.
7. The contractor shall display the appropriate caution signs when cleaning floors or any other surface that might pose a risk to injury for any personnel that are present.
8. The contractor shall display warning signs in all areas where housekeeping operations may cause traffic obstruction or personnel hazard.
9. Communication Skills: contractor employees shall be able to communicate in the English language with their supervisors, work leaders and other members of the hospital staff.
10. Refuse Collection and Disposal, the Contractor shall use existing bulk containers to dispose of trash, refuse or recyclables generated from accomplishment of services detailed in this PWS. The contractor shall adhere to all SAVAHCS recycling programs.
11. **FACILITY ACCESS REQUIREMENTS AND PARKING**
12. Prior to beginning work under the contract, the Contractor shall provide the COR with a current list of Contractor employees expected to enter SAVAHCS the facilities. This list shall be validated, maintained, and signed by the Contractor and provided to the COR on an annual basis, or whenever the employment status of one or more employees changes. The Contractor has 24 hours to inform the Contracting Office and COR when an employee is terminated, unless it is a pickup day, when they must inform the Contracting Office and COR immediately by email.
13. The contractor shall ensure all personnel performing work under this contract wear a nametag or other identifying apparel. Personnel performing work under this contract are required to apply for SAVAHCS Contractor Identification Badges. The point of contact for processing these requests is the COR. Contractor personnel must provide fingerprints, driver licenses, and any other necessary information. The contractor shall ensure all personnel performing work under this contract wear their ID Cards at all times in an easily visible fashion either on a lanyard or clipped to their clothing above the waist.
14. While on VA premises, all Contractor personnel shall comply with the rules, regulations, and procedures governing the conduct of personnel and the operation of the facility.
15. It is the responsibility of the contractor’s personnel to park in the appropriate designated parking areas. Parking information shall be coordinated with the SAVAHCS COR.
16. SAVAHCS does not validate or make reimbursement for parking violations committed by the Contractor’s personnel under any circumstances.
17. **AUTHORIZED SERVICES/NOTIFICATION**

Only those services specified within this contract are authorized under this contract. However, the services may be changed by written, bilateral modification to the contract so long as it is within the scope of work. The modification will be prepared by the VA Contracting Officer.

1. **GOVERNMENT CONTRACTING OFFICER REPRESENTATIVE/POINT OF CONTACT**
2. Contracting Officer Representative (COR): Donald Wilkerson / Office: 520-792-1450 x 5349 / Email: [donald.wilkerson@va.gov](mailto:donald.wilkerson@va.gov)
3. Maintenance - Point of Contact (POC): John Kagarise / Office: 520-792-1450 x 6197 / Email: [John.Kagarise@va.gov](mailto:John.Kagarise@va.gov)
4. Janitorial - Point of Contact (POC): Carol Johnson / Office: 520-792-1450 x 5440/ Email: [Carol.Johnson3@va.gov](mailto:Carol.Johnson3@va.gov)
5. **CONTRACT PERSONNEL**
6. **Contract Manager.** The Contractor shall establish and maintain an office through which the contract manager or alternate(s) can be contacted during work hours. The contract manager or alternate shall be available during normal duty hours to meet within 2-hour with the government personnel designated by the CO to discuss problem areas. The Contractor shall provide the CO and COR the telephone number(s) where surveillance results and complaints can be reported. The Contractor shall also provide to the CO and COR the names and phone/pager numbers of Contractor POCs for after business hours including nights, weekends, and holidays. This information will be kept updated by the Contractor whenever personnel changes occur. The contract manager or alternate shall have full authority to act for the Contractor on all contract matters relating to the daily operation of this contract.
7. **Personnel**. Contractor personnel shall present a neat appearance. Contractor personnel shall be easily recognizable while on the installation in conjunction with this contract. This shall be accomplished through the wear of distinctive clothing, overcoats, or hats, bearing the company name or logo. The coloring or design of the items selected should be such that identifies personnel easily and quickly for reasons of safety and personal protection.
8. **Government Removal of Contractor Personnel**. The government is authorized to restrict the employment under the contract of any Contractor employee or prospective Contractor employee, who is identified as a potential threat to the health, safety, security, general wellbeing, or operational mission of the Facility and its population.
9. **Key Control.** The Contractor shall establish and implement methods of making sure all keys/ combinations issued to the Contractor by the government are not lost or misplaced and are not used by unauthorized persons. The Contractor shall not duplicate any keys issued by the government. The Contractor shall immediately report to the CO and COR any occurrences of lost or duplicated keys. In the event keys, other than master keys, are lost or duplicated, the Contractor may be required, upon written direction of the CO, to re-key or replace the affected lock or locks without cost to the government. The government may, however, at its option, replace the affected lock or locks or perform re-keying and deduct the cost of such from the monthly payment due the Contractor. In the event a master key is lost or duplicated, the government shall replace all locks and keys for that system, and the total cost will be deducted from the monthly payment due the Contractor.
10. **Schedules, Inspections, Documentation**
11. The contractor shall submit an ANNUAL schedule for services described in this PWS to the COR & CO for acceptance upon contract award, identifying facilities by building number in numerical order, and approximate time cleaning will occur. The contractor shall be allowed 30 days to adjust work schedules and the “frequency list” based on inspections, use, traffic, special-requirements identified in PWS. This second work schedule shall be submitted to the CO for acceptance within 10 days after the first contract month period and shall be known as the Cleaning Frequency Schedule (CFS). The contractor shall provide the CFS to the COR and not deviate from the approved schedule without prior acceptance from the CO or COR. Any permanent changes to the CFS must be submitted 10 days before implementation and receive Contracting Officer acceptance before the Government will allow the proposed changes. The CFS may be submitted electronically using a file format compatible with Government software programs such as "Microsoft Office" software. A facility manager contact list will be provided to the Contractor at the pre-performance conference and updates to this list will be the responsibility of the COR, who will provide updates to both the CO and contractor.
12. One-time changes. One-time (non-permanent) schedule changes due to customer requests shall be submitted to the COR and do not require Contracting Officer acceptance if there is no monetary consideration involved.
13. Inspections: The Contractor or the contractor representative shall, on a daily basis when work is performed, tour all areas for which the Contractor is assigned responsibility under this contract and shall carefully inspect the quality of housekeeping operations, the status of Contractor furnished equipment. The Contractor shall initiate prompt action to correct identified discrepancies. The Contractor shall promptly report to the COR those deficiencies resulting from poor or non-performance. When facilities defects are found, these defects shall be reported to the COR. The Government reserves the right to perform random inspections of areas completed. A Pass (P) or Fail (F) will be assigned for each area.
14. Documentation: On a weekly basis, the Contractor shall document an assessment of compliance with the Quality Control Plan. Weekly documentation shall include, at a minimum, a statement of the degree of compliance with pre-established criteria, recommendations for changes in work methods, and plans of action and milestones to correct identified discrepancies. The COR and or CO may request a copy or copies of this documentation at any time during the life of the contract. The Contractor has 24 hours to provide the requested information once the request has been made.
15. **Traffic Laws and Personnel Considerations.**
16. **Driving Responsibilities.** The Contractor and its employees shall comply with facility traffic regulations. Contractor employees are subject to random vehicle speed control checks. Contractor personnel cited for speeding on the installation may suffer loss of driving privileges and debarment from the site. Seat belt use is mandatory for all vehicle occupants. Any tickets issued by the SAVAHCS police department are submitted to the Pima County courts who will collect fees/fines and/or administer appropriate action(s).
17. **Contractor Travel on Facility.** All contractor personnel will limit their travel on the installation only to specific areas required for performance of services, specified break and meal areas, or travel directly to and from these locations.
18. **Weapons, Firearms, and Ammunition.** Contractor employees are prohibited from possessing weapons, firearms, or ammunition, on themselves or within their contractor-owned or privately-owned vehicle while on SAVAHCS.
19. **Reporting Requirements.** Contractor personnel shall report to an appropriate authority any information or circumstances of which they are aware may pose a threat to the security of VHA personnel, Contractor personnel or government resources.
20. **Physical Security.** The Contractor shall be responsible for safeguarding all government property and controlled forms provided for Contractor use. At the end of each work period, all government facilities, equipment, and materials shall be secured. PIV badges are required and will be issued for all contractors that will have access to SAVAHCS buildings while on the facility. The determining factors to consider when choosing the appropriate VA ID for Applicants are the duration of access and access to sensitive data, information systems, and restricted areas. The card type issued is decided independent of VA employment position (Employee, contractor, or affiliate) or job description. It is ultimately the responsibility of the PIV Applicants’ PIV Sponsor who is usually their supervisor, program manager, program coordinator or COR to determine the appropriate card types.
21. **LOCATION/SQUARE FOOTAGE AND APPROXIMATE DATE OF COMPLETION OF NEW FACILITIES**
22. The start date and square feet for the indicated building are approximate, the government reserves the right to request changes if and when a specification is required to be modified i.e. buildings expansions requiring changes to the square footage, or other modifications related to services for the current location. These changes can occur anytime during the life of this contract.
23. The government will specify a start date or square feet on specific areas that are currently under construction. These areas will be marked as having an estimated start date and square feet per area.

A modification will be processed in accordance with FAR Part 52.243-1 Changes, and sent to the contractor prior to commencement of work.

1. The start date and square feet per building is estimated only and may change based upon construction schedules and final building specifications. If there should be a change a modification will be processed in accordance with FAR Part 52.243-1 Changes and the actual start date or square feet will be revised to reflect accurate information.
   * 1. Building 80 total estimated Square Feet = 109,379
     2. Building 90 total estimated Square Feet = 51,525
     3. Building 14 total estimated Square Feet = 63
   1. Build 2 total estimated Square Feet = 502
   2. Expansion Building 80 total estimated Square Feet =11,134

## D.2 WAGE DETERMINATION

WD 15-5473 (Rev.-5) was first posted on www.wdol.gov on 01/16/2018

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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

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| Wage Determination No.: 2015-5473

Daniel W. Simms Division of | Revision No.: 5

Director Wage Determinations| Date Of Revision: 01/10/2018

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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

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State: Arizona

Area: Arizona County of Pima

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

OCCUPATION CODE - TITLE FOOTNOTE RATE

01000 - Administrative Support And Clerical Occupations

01011 - Accounting Clerk I 13.75

01012 - Accounting Clerk II 15.43

01013 - Accounting Clerk III 17.26

01020 - Administrative Assistant 23.58

01035 - Court Reporter 21.75

01041 - Customer Service Representative I 10.73

01042 - Customer Service Representative II 12.07

01043 - Customer Service Representative III 13.17

01051 - Data Entry Operator I 12.58

01052 - Data Entry Operator II 13.74

01060 - Dispatcher, Motor Vehicle 17.31

01070 - Document Preparation Clerk 15.04

01090 - Duplicating Machine Operator 15.04

01111 - General Clerk I 12.46

01112 - General Clerk II 13.60

01113 - General Clerk III 15.26

01120 - Housing Referral Assistant 19.18

01141 - Messenger Courier 10.90

01191 - Order Clerk I 13.94

01192 - Order Clerk II 15.22

01261 - Personnel Assistant (Employment) I 15.47

01262 - Personnel Assistant (Employment) II 17.31

01263 - Personnel Assistant (Employment) III 19.29

01270 - Production Control Clerk 22.56

01290 - Rental Clerk 13.06

01300 - Scheduler, Maintenance 15.38

01311 - Secretary I 15.38

01312 - Secretary II 17.21

01313 - Secretary III 19.18

01320 - Service Order Dispatcher 15.15

01410 - Supply Technician 23.58

01420 - Survey Worker 12.73

01460 - Switchboard Operator/Receptionist 13.16

01531 - Travel Clerk I 12.42

01532 - Travel Clerk II 13.02

01533 - Travel Clerk III 13.68

01611 - Word Processor I 13.13

01612 - Word Processor II 15.62

01613 - Word Processor III 17.50

05000 - Automotive Service Occupations

05005 - Automobile Body Repairer, Fiberglass 20.79

05010 - Automotive Electrician 19.27

05040 - Automotive Glass Installer 17.40

05070 - Automotive Worker 17.40

05110 - Mobile Equipment Servicer 15.55

05130 - Motor Equipment Metal Mechanic 19.27

05160 - Motor Equipment Metal Worker 17.40

05190 - Motor Vehicle Mechanic 19.27

05220 - Motor Vehicle Mechanic Helper 14.46

05250 - Motor Vehicle Upholstery Worker 16.51

05280 - Motor Vehicle Wrecker 17.40

05310 - Painter, Automotive 18.34

05340 - Radiator Repair Specialist 17.40

05370 - Tire Repairer 13.08

05400 - Transmission Repair Specialist 19.27

07000 - Food Preparation And Service Occupations

07010 - Baker 13.11

07041 - Cook I 12.01

07042 - Cook II 13.52

07070 - Dishwasher 9.15

07130 - Food Service Worker 10.82

07210 - Meat Cutter 17.88

07260 - Waiter/Waitress 9.33

09000 - Furniture Maintenance And Repair Occupations

09010 - Electrostatic Spray Painter 17.58

09040 - Furniture Handler 11.77

09080 - Furniture Refinisher 17.58

09090 - Furniture Refinisher Helper 13.86

09110 - Furniture Repairer, Minor 15.81

09130 - Upholsterer 17.58

11000 - General Services And Support Occupations

11030 - Cleaner, Vehicles 9.89

11060 - Elevator Operator 10.66

11090 - Gardener 14.68

11122 - Housekeeping Aide 10.66

11150 - Janitor 10.66

11210 - Laborer, Grounds Maintenance 11.75

11240 - Maid or Houseman 9.37

11260 - Pruner 10.79

11270 - Tractor Operator 13.69

11330 - Trail Maintenance Worker 11.75

11360 - Window Cleaner 11.61

12000 - Health Occupations

12010 - Ambulance Driver 20.72

12011 - Breath Alcohol Technician 20.72

12012 - Certified Occupational Therapist Assistant 26.36

12015 - Certified Physical Therapist Assistant 23.01

12020 - Dental Assistant 16.74

12025 - Dental Hygienist 41.14

12030 - EKG Technician 28.58

12035 - Electroneurodiagnostic Technologist 28.58

12040 - Emergency Medical Technician 20.72

12071 - Licensed Practical Nurse I 18.86

12072 - Licensed Practical Nurse II 21.10

12073 - Licensed Practical Nurse III 23.51

12100 - Medical Assistant 14.09

12130 - Medical Laboratory Technician 18.87

12160 - Medical Record Clerk 15.05

12190 - Medical Record Technician 17.69

12195 - Medical Transcriptionist 18.60

12210 - Nuclear Medicine Technologist 40.37

12221 - Nursing Assistant I 10.98

12222 - Nursing Assistant II 12.34

12223 - Nursing Assistant III 13.47

12224 - Nursing Assistant IV 15.12

12235 - Optical Dispenser 17.25

12236 - Optical Technician 18.86

12250 - Pharmacy Technician 16.30

12280 - Phlebotomist 15.48

12305 - Radiologic Technologist 27.20

12311 - Registered Nurse I 25.04

12312 - Registered Nurse II 30.63

12313 - Registered Nurse II, Specialist 30.63

12314 - Registered Nurse III 37.06

12315 - Registered Nurse III, Anesthetist 37.06

12316 - Registered Nurse IV 44.41

12317 - Scheduler (Drug and Alcohol Testing) 25.97

12320 - Substance Abuse Treatment Counselor 16.34

13000 - Information And Arts Occupations

13011 - Exhibits Specialist I 17.70

13012 - Exhibits Specialist II 21.76

13013 - Exhibits Specialist III 26.61

13041 - Illustrator I 18.56

13042 - Illustrator II 21.76

13043 - Illustrator III 26.61

13047 - Librarian 24.09

13050 - Library Aide/Clerk 12.42

13054 - Library Information Technology Systems 21.76

Administrator

13058 - Library Technician 18.14

13061 - Media Specialist I 15.70

13062 - Media Specialist II 17.56

13063 - Media Specialist III 19.57

13071 - Photographer I 14.80

13072 - Photographer II 18.32

13073 - Photographer III 20.51

13074 - Photographer IV 25.09

13075 - Photographer V 30.35

13090 - Technical Order Library Clerk 15.51

13110 - Video Teleconference Technician 16.98

14000 - Information Technology Occupations

14041 - Computer Operator I 15.46

14042 - Computer Operator II 17.29

14043 - Computer Operator III 19.29

14044 - Computer Operator IV 21.43

14045 - Computer Operator V 23.73

14071 - Computer Programmer I (see 1) 20.44

14072 - Computer Programmer II (see 1) 25.31

14073 - Computer Programmer III (see 1)

14074 - Computer Programmer IV (see 1)

14101 - Computer Systems Analyst I (see 1) 27.28

14102 - Computer Systems Analyst II (see 1)

14103 - Computer Systems Analyst III (see 1)

14150 - Peripheral Equipment Operator 15.46

14160 - Personal Computer Support Technician 21.43

14170 - System Support Specialist 25.10

15000 - Instructional Occupations

15010 - Aircrew Training Devices Instructor (Non-Rated) 27.28

15020 - Aircrew Training Devices Instructor (Rated) 33.00

15030 - Air Crew Training Devices Instructor (Pilot) 39.55

15050 - Computer Based Training Specialist / Instructor 27.28

15060 - Educational Technologist 23.22

15070 - Flight Instructor (Pilot) 39.55

15080 - Graphic Artist 21.20

15085 - Maintenance Test Pilot, Fixed, Jet/Prop 35.74

15086 - Maintenance Test Pilot, Rotary Wing 35.74

15088 - Non-Maintenance Test/Co-Pilot 35.74

15090 - Technical Instructor 19.71

15095 - Technical Instructor/Course Developer 24.11

15110 - Test Proctor 15.92

15120 - Tutor 15.92

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

16010 - Assembler 10.55

16030 - Counter Attendant 10.55

16040 - Dry Cleaner 12.50

16070 - Finisher, Flatwork, Machine 10.55

16090 - Presser, Hand 10.55

16110 - Presser, Machine, Drycleaning 10.55

16130 - Presser, Machine, Shirts 10.55

16160 - Presser, Machine, Wearing Apparel, Laundry 10.55

16190 - Sewing Machine Operator 13.02

16220 - Tailor 13.54

16250 - Washer, Machine 11.21

19000 - Machine Tool Operation And Repair Occupations

19010 - Machine-Tool Operator (Tool Room) 20.28

19040 - Tool And Die Maker 24.77

21000 - Materials Handling And Packing Occupations

21020 - Forklift Operator 17.01

21030 - Material Coordinator 22.56

21040 - Material Expediter 22.56

21050 - Material Handling Laborer 11.68

21071 - Order Filler 11.76

21080 - Production Line Worker (Food Processing) 17.01

21110 - Shipping Packer 14.65

21130 - Shipping/Receiving Clerk 14.65

21140 - Store Worker I 13.62

21150 - Stock Clerk 17.64

21210 - Tools And Parts Attendant 17.01

21410 - Warehouse Specialist 17.01

23000 - Mechanics And Maintenance And Repair Occupations

23010 - Aerospace Structural Welder 28.43

23019 - Aircraft Logs and Records Technician 22.91

23021 - Aircraft Mechanic I 27.01

23022 - Aircraft Mechanic II 28.43

23023 - Aircraft Mechanic III 29.83

23040 - Aircraft Mechanic Helper 20.11

23050 - Aircraft, Painter 25.58

23060 - Aircraft Servicer 22.91

23070 - Aircraft Survival Flight Equipment Technician 25.58

23080 - Aircraft Worker 24.27

23091 - Aircrew Life Support Equipment (ALSE) Mechanic 24.27

I

23092 - Aircrew Life Support Equipment (ALSE) Mechanic 27.01

II

23110 - Appliance Mechanic 21.47

23120 - Bicycle Repairer 15.47

23125 - Cable Splicer 28.32

23130 - Carpenter, Maintenance 18.32

23140 - Carpet Layer 16.69

23160 - Electrician, Maintenance 20.54

23181 - Electronics Technician Maintenance I 26.57

23182 - Electronics Technician Maintenance II 28.48

23183 - Electronics Technician Maintenance III 30.07

23260 - Fabric Worker 18.43

23290 - Fire Alarm System Mechanic 17.31

23310 - Fire Extinguisher Repairer 17.34

23311 - Fuel Distribution System Mechanic 24.06

23312 - Fuel Distribution System Operator 19.20

23370 - General Maintenance Worker 16.69

23380 - Ground Support Equipment Mechanic 27.01

23381 - Ground Support Equipment Servicer 22.91

23382 - Ground Support Equipment Worker 24.27

23391 - Gunsmith I 17.34

23392 - Gunsmith II 19.52

23393 - Gunsmith III 21.73

23410 - Heating, Ventilation And Air-Conditioning 22.22

Mechanic

23411 - Heating, Ventilation And Air Conditioning 23.39

Mechanic (Research Facility)

23430 - Heavy Equipment Mechanic 24.40

23440 - Heavy Equipment Operator 19.69

23460 - Instrument Mechanic 21.73

23465 - Laboratory/Shelter Mechanic 20.58

23470 - Laborer 11.68

23510 - Locksmith 19.31

23530 - Machinery Maintenance Mechanic 23.06

23550 - Machinist, Maintenance 19.40

23580 - Maintenance Trades Helper 14.29

23591 - Metrology Technician I 21.73

23592 - Metrology Technician II 22.87

23593 - Metrology Technician III 24.00

23640 - Millwright 21.73

23710 - Office Appliance Repairer 19.65

23760 - Painter, Maintenance 17.58

23790 - Pipefitter, Maintenance 21.15

23810 - Plumber, Maintenance 20.03

23820 - Pneudraulic Systems Mechanic 21.73

23850 - Rigger 21.73

23870 - Scale Mechanic 19.52

23890 - Sheet-Metal Worker, Maintenance 21.41

23910 - Small Engine Mechanic 18.24

23931 - Telecommunications Mechanic I 27.34

23932 - Telecommunications Mechanic II 30.54

23950 - Telephone Lineman 24.55

23960 - Welder, Combination, Maintenance 18.55

23965 - Well Driller 20.85

23970 - Woodcraft Worker 21.73

23980 - Woodworker 17.34

24000 - Personal Needs Occupations

24550 - Case Manager 15.35

24570 - Child Care Attendant 9.55

24580 - Child Care Center Clerk 11.91

24610 - Chore Aide 12.06

24620 - Family Readiness And Support Services 15.35

Coordinator

24630 - Homemaker 15.55

25000 - Plant And System Operations Occupations

25010 - Boiler Tender 23.66

25040 - Sewage Plant Operator 21.20

25070 - Stationary Engineer 23.66

25190 - Ventilation Equipment Tender 17.20

25210 - Water Treatment Plant Operator 21.20

27000 - Protective Service Occupations

27004 - Alarm Monitor 18.93

27007 - Baggage Inspector 10.92

27008 - Corrections Officer 20.11

27010 - Court Security Officer 22.42

27030 - Detection Dog Handler 12.53

27040 - Detention Officer 20.11

27070 - Firefighter 20.11

27101 - Guard I 10.92

27102 - Guard II 12.53

27131 - Police Officer I 24.73

27132 - Police Officer II 29.60

28000 - Recreation Occupations

28041 - Carnival Equipment Operator 11.50

28042 - Carnival Equipment Repairer 12.34

28043 - Carnival Worker 9.27

28210 - Gate Attendant/Gate Tender 15.40

28310 - Lifeguard 13.72

28350 - Park Attendant (Aide) 17.23

28510 - Recreation Aide/Health Facility Attendant 13.08

28515 - Recreation Specialist 15.71

28630 - Sports Official 13.72

28690 - Swimming Pool Operator 16.28

29000 - Stevedoring/Longshoremen Occupational Services

29010 - Blocker And Bracer 19.52

29020 - Hatch Tender 19.52

29030 - Line Handler 19.52

29041 - Stevedore I 18.43

29042 - Stevedore II 21.60

30000 - Technical Occupations

30010 - Air Traffic Control Specialist, Center (HFO) (see 2) 37.72

30011 - Air Traffic Control Specialist, Station (HFO) (see 2) 26.01

30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2) 28.64

30021 - Archeological Technician I 17.28

30022 - Archeological Technician II 19.33

30023 - Archeological Technician III 23.96

30030 - Cartographic Technician 23.96

30040 - Civil Engineering Technician 25.13

30051 - Cryogenic Technician I 23.88

30052 - Cryogenic Technician II 26.39

30061 - Drafter/CAD Operator I 17.28

30062 - Drafter/CAD Operator II 19.33

30063 - Drafter/CAD Operator III 21.56

30064 - Drafter/CAD Operator IV 26.52

30081 - Engineering Technician I 14.98

30082 - Engineering Technician II 16.21

30083 - Engineering Technician III 18.81

30084 - Engineering Technician IV 21.77

30085 - Engineering Technician V 26.63

30086 - Engineering Technician VI 32.22

30090 - Environmental Technician 21.80

30095 - Evidence Control Specialist 21.57

30210 - Laboratory Technician 20.21

30221 - Latent Fingerprint Technician I 22.64

30222 - Latent Fingerprint Technician II 25.01

30240 - Mathematical Technician 23.96

30361 - Paralegal/Legal Assistant I 21.49

30362 - Paralegal/Legal Assistant II 26.65

30363 - Paralegal/Legal Assistant III 28.53

30364 - Paralegal/Legal Assistant IV 34.52

30375 - Petroleum Supply Specialist 26.39

30390 - Photo-Optics Technician 23.96

30395 - Radiation Control Technician 26.39

30461 - Technical Writer I 21.90

30462 - Technical Writer II 26.79

30463 - Technical Writer III 32.41

30491 - Unexploded Ordnance (UXO) Technician I 23.97

30492 - Unexploded Ordnance (UXO) Technician II 29.00

30493 - Unexploded Ordnance (UXO) Technician III 34.76

30494 - Unexploded (UXO) Safety Escort 23.97

30495 - Unexploded (UXO) Sweep Personnel 23.97

30501 - Weather Forecaster I 26.52

30502 - Weather Forecaster II 32.26

30620 - Weather Observer, Combined Upper Air Or (see 2) 21.56

Surface Programs

30621 - Weather Observer, Senior (see 2) 23.96

31000 - Transportation/Mobile Equipment Operation Occupations

31010 - Airplane Pilot 29.00

31020 - Bus Aide 14.25

31030 - Bus Driver 18.92

31043 - Driver Courier 13.85

31260 - Parking and Lot Attendant 12.41

31290 - Shuttle Bus Driver 14.85

31310 - Taxi Driver 11.40

31361 - Truckdriver, Light 14.85

31362 - Truckdriver, Medium 16.77

31363 - Truckdriver, Heavy 19.49

31364 - Truckdriver, Tractor-Trailer 19.49

99000 - Miscellaneous Occupations

99020 - Cabin Safety Specialist 14.14

99030 - Cashier 9.81

99050 - Desk Clerk 9.71

99095 - Embalmer 25.32

99130 - Flight Follower 23.97

99251 - Laboratory Animal Caretaker I 11.69

99252 - Laboratory Animal Caretaker II 12.53

99260 - Marketing Analyst 25.05

99310 - Mortician 25.32

99410 - Pest Controller 16.62

99510 - Photofinishing Worker 12.47

99710 - Recycling Laborer 16.80

99711 - Recycling Specialist 19.59

99730 - Refuse Collector 15.41

99810 - Sales Clerk 12.63

99820 - School Crossing Guard 9.07

99830 - Survey Party Chief 28.41

99831 - Surveying Aide 16.07

99832 - Surveying Technician 19.94

99840 - Vending Machine Attendant 12.59

99841 - Vending Machine Repairer 15.19

99842 - Vending Machine Repairer Helper 12.59

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal

Contractors, applies to all contracts subject to the Service Contract Act for which

the contract is awarded (and any solicitation was issued) on or after January 1,

2017. If this contract is covered by the EO, the contractor must provide employees

with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid

sick leave each year. Employees must be permitted to use paid sick leave for their

own illness, injury or other health-related needs, including preventive care; to

assist a family member (or person who is like family to the employee) who is ill,

injured, or has other health-related needs, including preventive care; or for

reasons resulting from, or to assist a family member (or person who is like family

to the employee) who is the victim of, domestic violence, sexual assault, or

stalking. Additional information on contractor requirements and worker protections

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

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: $4.41 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\*

\*This rate is to be used only when compensating employees for performance on an SCA-

covered contract also covered by EO 13706, Establishing Paid Sick Leave for Federal

Contractors. A contractor may not receive credit toward its SCA obligations for any

paid sick leave provided pursuant to EO 13706.

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or

successor, 3 weeks after 5 years, and 4 weeks after 15 years. Length of service

includes the whole span of continuous service with the present contractor or

successor, wherever employed, and with the predecessor contractors in the

performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year: New Year's Day, Martin Luther

King Jr.'s Birthday, Washington's Birthday, Memorial Day, Independence Day,

Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A

contractor may substitute for any of the named holidays another day off with pay in

accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

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

1) COMPUTER EMPLOYEES: Under the SCA at section 8(b), this wage determination does

not apply to any employee who individually qualifies as a bona fide executive,

administrative, or professional employee as defined in 29 C.F.R. Part 541. Because

most Computer System Analysts and Computer Programmers who are compensated at a rate

not less than $27.63 (or on a salary or fee basis at a rate not less than $455 per

week) an hour would likely qualify as exempt computer professionals, (29 C.F.R. 541.

400) wage rates may not be listed on this wage determination for all occupations

within those job families. In addition, because this wage determination may not

list a wage rate for some or all occupations within those job families if the survey

data indicates that the prevailing wage rate for the occupation equals or exceeds

$27.63 per hour conformances may be necessary for certain nonexempt employees. For

example, if an individual employee is nonexempt but nevertheless performs duties

within the scope of one of the Computer Systems Analyst or Computer Programmer

occupations for which this wage determination does not specify an SCA wage rate,

then the wage rate for that employee must be conformed in accordance with the

conformance procedures described in the conformance note included on this wage

determination.

Additionally, because job titles vary widely and change quickly in the computer

industry, job titles are not determinative of the application of the computer

professional exemption. Therefore, the exemption applies only to computer employees

who satisfy the compensation requirements and whose primary duty consists of:

(1) The application of systems analysis techniques and procedures, including

consulting with users, to determine hardware, software or system functional

specifications;

(2) The design, development, documentation, analysis, creation, testing or

modification of computer systems or programs, including prototypes, based on and

related to user or system design specifications;

(3) The design, documentation, testing, creation or modification of computer

programs related to machine operating systems; or

(4) A combination of the aforementioned duties, the performance of which

requires the same level of skills. (29 C.F.R. 541.400).

2) AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you

work at night as part of a regular tour of duty, you will earn a night differential

and receive an additional 10% of basic pay for any hours worked between 6pm and 6am.

If you are a full-time employed (40 hours a week) and Sunday is part of your

regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday

premium of 25% of your basic rate for each hour of Sunday work which is not overtime

(i.e. occasional work on Sunday outside the normal tour of duty is considered

overtime work).

\*\* HAZARDOUS PAY DIFFERENTIAL \*\*

An 8 percent differential is applicable to employees employed in a position that

represents a high degree of hazard when working with or in close proximity to

ordnance, explosives, and incendiary materials. This includes work such as

screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives,

and pyrotechnic compositions such as lead azide, black powder and photoflash powder.

All dry-house activities involving propellants or explosives. Demilitarization,

modification, renovation, demolition, and maintenance operations on sensitive

ordnance, explosives and incendiary materials. All operations involving re-grading

and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that

represents a low degree of hazard when working with, or in close proximity to

ordnance, (or employees possibly adjacent to) explosives and incendiary materials

which involves potential injury such as laceration of hands, face, or arms of the

employee engaged in the operation, irritation of the skin, minor burns and the like;

minimal damage to immediate or adjacent work area or equipment being used. All

operations involving, unloading, storage, and hauling of ordnance, explosive, and

incendiary ordnance material other than small arms ammunition. These differentials

are only applicable to work that has been specifically designated by the agency for

ordnance, explosives, and incendiary material differential pay.

\*\* UNIFORM ALLOWANCE \*\*

If employees are required to wear uniforms in the performance of this contract

(either by the terms of the Government contract, by the employer, by the state or

local law, etc.), the cost of furnishing such uniforms and maintaining (by

laundering or dry cleaning) such uniforms is an expense that may not be borne by an

employee where such cost reduces the hourly rate below that required by the wage

determination. The Department of Labor will accept payment in accordance with the

following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an

adequate number of uniforms without cost or to reimburse employees for the actual

cost of the uniforms. In addition, where uniform cleaning and maintenance is made

the responsibility of the employee, all contractors and subcontractors subject to

this wage determination shall (in the absence of a bona fide collective bargaining

agreement providing for a different amount, or the furnishing of contrary

affirmative proof as to the actual cost), reimburse all employees for such cleaning

and maintenance at a rate of $3.35 per week (or $.67 cents per day). However, in

those instances where the uniforms furnished are made of "wash and wear"

materials, may be routinely washed and dried with other personal garments, and do

not require any special treatment such as dry cleaning, daily washing, or commercial

laundering in order to meet the cleanliness or appearance standards set by the terms

of the Government contract, by the contractor, by law, or by the nature of the work,

there is no requirement that employees be reimbursed for uniform maintenance costs.

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

The duties of employees under job titles listed are those described in the

"Service Contract Act Directory of Occupations", Fifth Edition (Revision 1),

dated September 2015, unless otherwise indicated.

\*\* REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE, Standard

Form 1444 (SF-1444) \*\*

Conformance Process:

The contracting officer shall require that any class of service employee which is

not listed herein and which is to be employed under the contract (i.e., the work to

be performed is not performed by any classification listed in the wage

determination), be classified by the contractor so as to provide a reasonable

relationship (i.e., appropriate level of skill comparison) between such unlisted

classifications and the classifications listed in the wage determination (See 29 CFR

4.6(b)(2)(i)). Such conforming procedures shall be initiated by the contractor

prior to the performance of contract work by such unlisted class(es) of employees

(See 29 CFR 4.6(b)(2)(ii)). The Wage and Hour Division shall make a final

determination of conformed classification, wage rate, and/or fringe benefits which

shall be paid to all employees performing in the classification from the first day

of work on which contract work is performed by them in the classification. Failure

to pay such unlisted employees the compensation agreed upon by the interested

parties and/or fully determined by the Wage and Hour Division retroactive to the

date such class of employees commenced contract work shall be a violation of the Act

and this contract. (See 29 CFR 4.6(b)(2)(v)). When multiple wage determinations are

included in a contract, a separate SF-1444 should be prepared for each wage

determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

1) When preparing the bid, the contractor identifies the need for a conformed

occupation(s) and computes a proposed rate(s).

2) After contract award, the contractor prepares a written report listing in order

the proposed classification title(s), a Federal grade equivalency (FGE) for each

proposed classification(s), job description(s), and rationale for proposed wage

rate(s), including information regarding the agreement or disagreement of the

authorized representative of the employees involved, or where there is no authorized

representative, the employees themselves. This report should be submitted to the

contracting officer no later than 30 days after such unlisted class(es) of employees

performs any contract work.

3) The contracting officer reviews the proposed action and promptly submits a report

of the action, together with the agency's recommendations and pertinent

information including the position of the contractor and the employees, to the U.S.

Department of Labor, Wage and Hour Division, for review (See 29 CFR 4.6(b)(2)(ii)).

4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or

disapproves the action via transmittal to the agency contracting officer, or

notifies the contracting officer that additional time will be required to process

the request.

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

contractor.

6) Each affected employee shall be furnished by the contractor with a written copy

of such determination or it shall be posted as a part of the wage determination (See

29 CFR 4.6(b)(2)(iii)).

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

When preparing a conformance request, the "Service Contract Act Directory of

Occupations" should be used to compare job definitions to ensure that duties

requested are not performed by a classification already listed in the wage

determination. Remember, it is not the job title, but the required tasks that

determine whether a class is included in an established wage determination.

Conformances may not be used to artificially split, combine, or subdivide

classifications listed in the wage determination (See 29 CFR 4.152(c)(1)).

See attached document: S02 Attachment 1 Offeror's Performance Questionnaire.

See attached document: S02 Attachment 2 Estimated Square Feet.

See attached document: S02 Attachment 3 Item List Provided by Gov.

See attached document: S02 Attachment 4 Cleaning Workload Standards -Frequency.

See attached document: S02 Attachment 5 VA Form 10091 FMS Vendor TUC.

See attached document: S02 Attachment 6 W-9 Form.

See attached document: S02 Attachment 7 FMS Vendor Update Form.

# SECTION E - SOLICITATION PROVISIONS

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

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

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

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

INSTRUCTIONS TO OFFERORS:

The Government will award a single contract to the responsible Contractor whose proposal conforming to the solicitation is the most advantageous to the Government based on FAR 13.106-2(b)(3) comparative evaluation procedures. The Government reserves the right to select a response that provides benefit to the Government that exceeds the minimum but is not required to do so.

Prospective Offerors are notified that verification of VA Form 10091 and the W-9 sent directly to the VA paying office in Austin, TX, must be submitted with the offer unless the offeror has previously submitted these forms to VA Austin and provides certification of previous work. The FMS Vendor File Update form needs to be submitted in all cases to the Contracting Officer as part of the offer or proposal. Prior information sent to the VA Payment Center in Austin does not preclude submittal of the FMS Vendor File Update form. ***Failure to include this information could preclude the offeror from consideration for award or considerably delay award.***

**System for Award Management: IAW FAR 52.212-4 (t)** Contractors submitting proposals are encouraged to go to the SAM database at <https://www.sam.gov/portal/public/SAM> and start the registration process as soon as possible to avoid possible delays should the contractor be selected as a prospective awardee. After initial registration, the contractor is required to update registration data as changes occur and must re-register annually to ensure all data remains current. Noncompliance with this requirement will preclude the exercising of any option periods that may be included herein and will be cause for termination of the contract at such time noncompliance is discovered. Refer to cited Clause for more details.

**Amendments to this Solicitation:** Contractors are encouraged to monitor the Federal Business Opportunities website at [www.fbo.gov](http://www.fbo.gov) with respect to this solicitation because any amendments to this Solicitation will be posted on that website.

**Submittal Instructions:** The proposal package must be labeled with the Contractor’s name and business address of firm, the solicitation number, and point of contact to include name, telephone and email address. The Government is not responsible for identifying inconsistencies between the two and may rely on either version at its discretion.

The Contractor is advised that all submissions and related materials become the property of the U.S. Government and will not be returned. **A Contractor’s proposal, if accepted by the Government, will form binding parts of the contract that results from this solicitation.** Therefore**, care must be taken to properly address the requirements set forth in this RFP.**

**Questions:**

All questions must be submitted in writing and emailed to [Arcelia.medina@va.gov](mailto:Arcelia.medina@va.gov). Questions must be received no later than, **02:00pm AZ Time 4 calendar days prior to the closing of the solicitation.** The Government reserves the right to not answer questions not meeting this timeline. All responses to questions will be incorporated into a written amendment.

**Site Visit:**

There will be only 1 site visit scheduled to walk through Building 80, 90, 14 & 2. The site visit will be held on Thursday July 19, 2018 at 8:30 am. To participate in this site visit you will need to email [Arcelia.medina@va.gov](mailto:Arcelia.medina@va.gov) **no later than July 17, 2018 by 2:00 pm AZ Time** and provide the name(s) and contact # of the person(s) who will be attending.

**Proposal Due Date:**

The Offeror shall submit completed proposal electronically to [Arcelia.medina@va.gov](mailto:Arcelia.medina@va.gov) by the time and date specified on Block 8 of the SF-1449.

* No Zip Files will be accepted
* Facsimile offers will not be accepted

Contractors are responsible for ensuring that the Contract Specialist has received the proposal before the response deadline. The Government will not be responsible for delays or failures of either the Contractor’s e-mail system or the Government’s e-mail system.

Contractors may be asked to clarify certain aspects of their proposal. Communication conducted to resolve minor or clerical errors will not be constituted as discussions. Although the Government intends to make award without discussions with respective vendors, the Government reserves the right to conduct discussions if deemed in its best interest.

**Content Organization**:

Each proposal submitted shall include the following documentation in-order to be considered for award:

1. **File #1: General Information and Price/Cost Schedule:**

The offeror shall submit their pricing within the schedule, Section B, of the SF 1449. The offeror shall properly complete the solicitation document (SF 1449) along with any amendments (SF 30), if any are issued. Complete Blocks 12, 17a (please include DUNS number), 30a, 30b, and 30c of the Standard Form 1449.

**2. File #2: Technical Requirements:**

The offeror shall submit technical and past performance information as two separate files containing information below:

1. Plan to address all aspects of the PWS
2. Supporting Documentation, Training Certificates, Contractor Licenses
3. Quality Control Plan
4. Contingency Plan
5. Verification of submitted VA Form 10091 and confirmation of W-9 faxed to Austin, TX.
6. FMS Vendor File Update Form

**3. File #2: Past Performance**

1. A minimum of three (not exceed five) Past Performance References shall be submitted using attachment 1 – Offeror’s Performance Relevancy Questionnaire.
2. Offeror’s with no past performance will provide the form, but will include a comment to the effect that the contractor has no relevant past performance for this proposal.

## 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/

(End of Provision)

## E.3 52.209-7 INFORMATION REGARDING RESPONSIBILITY MATTERS (JUL 2013)

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

"Administrative proceeding" means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative Proceedings, Civilian Board of Contract Appeals Proceedings, and Armed Services Board of Contract Appeals Proceedings). This includes administrative proceedings at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include agency actions such as contract audits, site visits, corrective plans, or inspection of deliverables.

"Federal contracts and grants with total value greater than $10,000,000" means—

(1) The total value of all current, active contracts and grants, including all priced options; and

(2) The total value of all current, active orders including all priced options under indefinite-delivery, indefinite-quantity, 8(a), or requirements contracts (including task and delivery and multiple-award Schedules).

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

(b) The offeror [ ] has [ ] does not have current active Federal contracts and grants with total value greater than $10,000,000.

(c) If the offeror checked "has" in paragraph (b) of this provision, the offeror represents, by submission of this offer, that the information it has entered in the Federal Awardee Performance and Integrity Information System (FAPIIS) is current, accurate, and complete as of the date of submission of this offer with regard to the following information:

(1) Whether the offeror, and/or any of its principals, has or has not, within the last five years, in connection with the award to or performance by the offeror of a Federal contract or grant, been the subject of a proceeding, at the Federal or State level that resulted in any of the following dispositions:

(i) In a criminal proceeding, a conviction.

(ii) In a civil proceeding, a finding of fault and liability that results in the payment of a monetary fine, penalty, reimbursement, restitution, or damages of $5,000 or more.

(iii) In an administrative proceeding, a finding of fault and liability that results in—

(A) The payment of a monetary fine or penalty of $5,000 or more; or

(B) The payment of a reimbursement, restitution, or damages in excess of $100,000.

(iv) In a criminal, civil, or administrative proceeding, a disposition of the matter by consent or compromise with an acknowledgment of fault by the Contractor if the proceeding could have led to any of the outcomes specified in paragraphs (c)(1)(i), (c)(1)(ii), or (c)(1)(iii) of this provision.

(2) If the offeror has been involved in the last five years in any of the occurrences listed in (c)(1) of this provision, whether the offeror has provided the requested information with regard to each occurrence.

(d) The offeror shall post the information in paragraphs (c)(1)(i) through (c)(1)(iv) of this provision in FAPIIS as required through maintaining an active registration in the System for Award Management database via [https://www.acquisition.gov](https://www.acquisition.gov/) (see 52.204-7).

(End of Provision)

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

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

(End of Provision)

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

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

Hal Robinson, Contracting Officer

Hand-Carried Address:

Department of Veterans Affairs

Contracting Section

3601 S. 6th Avenue

Tucson AZ 85723

Mailing Address:

Department of Veterans Affairs

Contracting Section

3601 S. 6th Avenue

Tucson AZ 85723

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

(End of Provision)

## E.6 52.237-1 SITE VISIT (APR 1984)

Offerors are urged and expected to inspect the site where services are to be performed and to satisfy themselves regarding all general and local conditions that may affect the cost of contract performance, to the extent that the information is reasonably obtainable. In no event shall failure to inspect the site constitute grounds for a claim after contract award.

(End of Provision)

## E.7 VAAR 852.215-70 SERVICE-DISABLED VETERAN-OWNED AND VETERAN-OWNED SMALL BUSINESS EVALUATION FACTORS (JUL 2016)(DEVIATION)

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

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

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

(End of Provision)

## E.8 VAAR 852.233-70 PROTEST CONTENT/ALTERNATIVE DISPUTE RESOLUTION (JAN 2008)

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

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

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

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

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

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

(6) State the form of relief requested; and

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

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

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

(End of Provision)

## E.9 VAAR 852.233-71 ALTERNATE PROTEST PROCEDURE (JAN 1998)

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

(End of Provision)

## E.10 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.11 52.212-2 EVALUATION—COMMERCIAL ITEMS (OCT 2014)

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

See Addendum to FAR 52.212-2, Basis for Award

**ADDENDUM TO FAR 52.212-2 EVALUATIONS OF OPTIONS (JULY 1990)**

(b) *Options.* Except when it is determined in accordance with [FAR 17.206(b)](https://www.acquisition.gov/?q=/browse/far/17) not to be in the Government’s best interests, the Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. ***This includes options under FAR 52.217-8, Option to Extend Services, which applies to this solicitation. Evaluation of options under FAR 52.217-8 will be accomplished by using the prices offered for the last option period to determine the price for a 6-month option period, which will be added to the base and other option years to arrive at the total price.*** Evaluation of options will not obligate the Government to exercise the option(s).”

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

(End of Provision)

**ADDENDUM TO 52.212-2 EVALUATION-COMMERCIAL ITEMS (OCT 2014)**

This is a competitive solicitation that will be evaluated and awarded using the comparative evaluation procedures in accordance with FAR 13.106-2(b)(3). The contract will be awarded to the responsible offeror/s whose proposal best meets the government’s needs.

Proposals submitted in response to the solicitation will be evaluated for acceptability against the requirements identified in the RFP. Once one proposal is found to meet the government’s needs, it will be compared side by side to the remaining proposals in a uniform and fair manner, with the ‘best’ one being chosen. The Contracting Officer has the discretion to accept a proposal other than the lowest price that provides additional benefit(s) to the government which the Contracting Officer can document and describe.

**BASIS FOR AWARD**

The Government reserves the rights to select a response that provides benefit to the Government that exceeds the minimum, but is not required to do so. Although a proposal may exceed the requirements, the government is not requesting or accepting alternate proposal(s); each proposal must respond to the solicitation’s requirements found in the SOW.

A Comparative Evaluation/Analysis will be conducted in accordance with FAR Part 13.106-2(b)(3) to determine the proposal that is in the ‘Best Interest’ of the Government.

1. **Technical –** the Government will evaluate the proposal, on a pass or fail basis, to determine if the offeror meets the technical skills to support their ability in performing the services described in the SOW.

|  |  |
| --- | --- |
| Technical – Pass/Fail Rating | |
| Pass | Offeror submitted required documentation, certifications to support the  technical requirements. |
| Fail | Offeror, does not provide sufficient documentation, certifications to be  considered technically capable. |

1. **Past Performance –** the Government will evaluate past performance to ensure that the offeror has successfully performed on a relevant effort so that an appropriate level of confidence can be reached that the offeror has the capability to perform all elements of the statement of work. The Government may independently seek relevant performance information in addition to what is provided as part of the offerors’ submission.

|  |  |
| --- | --- |
| Past Performance – Confidence Rating | |
| Substantial Confidence | Based on the offeror’s relevant performance record, the Government has a high expectation that the offeror will successfully perform the required effort. |
| Satisfactory Confidence | Based on the offeror’s relevant performance record, the Government has a reasonable expectation that the offeror will successfully perform the required effort. |
| Neutral Confidence | No relevant performance record is available or the offeror’s performance record is so sparse that no meaningful confidence assessment can reasonably be assigned.  The offeror may not be evaluated favorable or unfavorable on the factor of past performance. |
| Limited Confidence | Based on the offeror’s relevant performance record, the Government has a low expectation that the offeror will successfully perform the required effort. |
| No Confidence | Based on the offeror’s relevant performance record, the Government has a no expectation that the offeror will successfully perform the required effort. |

1. **Cost/Price** – the Government will evaluate offers for award purposes on the total cost to determine that cost is fair and reasonableness.

The Government anticipates adequate price competition and intends to award without discussions with respective offerors. However, the Government reserves the right to conduct discussions if deemed in its best interest.

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

(End of Addendum 52.212-2)

## E.12 52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS—COMMERCIAL ITEMS (NOV 2017)

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

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

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

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

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

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

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

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

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

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

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

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

(3) PSG 88, Live Animals;

(4) PSG 89, Subsistence;

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

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

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

(8) PSC 9610, Ores;

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

(10) PSC 9630, Additive Metal Materials.

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

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

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

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

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

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

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

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

(6) Have been voluntarily suspended.

“Sensitive technology”—

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

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

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

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

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

(1) Means a small business concern—

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

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

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

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

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

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

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

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

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

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

(1) Directly by a parent corporation; or

(2) Through another subsidiary of a parent corporation.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(2) Foreign End Products:

Line Item No Country of Origin

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

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

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

*[List as necessary]*

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

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

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

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

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

Line Item No. Country of Origin

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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

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

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

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

*[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

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

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

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

*[List as necessary]*

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

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

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

Line Item No. Country of Origin

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

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

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

*[List as necessary]*

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

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

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

Other End Products:

Line Item No. Country of Origin

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

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

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

*[List as necessary]*

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

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

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

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

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

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

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

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

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

(ii) *Examples.*

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

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

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

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

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

(1) *Listed end products.*

Listed End Product Listed Countries of Origin

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

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

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

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

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

(2) \_\_ Outside the United States.

(k) *Certificates regarding exemptions from the application of the Service Contract Labor Standards.* (Certification by the offeror as to its compliance with respect to the contract also constitutes its certification as to compliance by its subcontractor if it subcontracts out the exempt services.) [The contracting officer is to check a box to indicate if paragraph (k)(1) or (k)(2) applies.]

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

[ ] TIN: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

[ ] TIN has been applied for.

[ ] TIN is not required because:

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

[ ] Offeror is an agency or instrumentality of a foreign government;

[ ] Offeror is an agency or instrumentality of the Federal Government.

(4) *Type of organization.*

[ ] Sole proprietorship;

[ ] Partnership;

[ ] Corporate entity (not tax-exempt);

[ ] Corporate entity (tax-exempt);

[ ] Government entity (Federal, State, or local);

[ ] Foreign government;

[ ] International organization per 26 CFR 1.6049-4;

[ ] Other \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

(5) *Common parent.*

[ ] Offeror is not owned or controlled by a common parent;

[ ] Name and TIN of common parent:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(2) If the Offeror indicates “has” in paragraph (p)(1) of this provision, enter the following information:

Immediate owner CAGE code: \_\_\_\_.

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

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

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

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

Highest-level owner CAGE code: \_\_\_\_.

Highest-level owner legal name: \_\_\_\_.

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

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

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

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

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

(2) The Offeror represents that—

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

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

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

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

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

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

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

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

(s) [Reserved]

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

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

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

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

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

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

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

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

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

(End of Provision)