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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:

Business Name: _____

POC Name Printed: _____

Telephone #: _____

Address: _____

Business DUNS #: _____

Verify Page 24 highlighted data.

b. GOVERNMENT:

Department of Veterans Affairs / Central Texas Veterans HCS

Steven P. Moya or Contracting Officer representing 36C257

1901 S. 1st Street, Temple TX 76504

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

☐ 52.232-33, Payment by Electronic Funds Transfer—System For Award Management,
or

☒ 52.232-36, Payment by Third Party

3. INVOICES: Invoices shall be submitted in arrears:

a. Quarterly ☐

b. Semi-Annually ☐

c. Other ☒ Net 30

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 mandatory and the sole method for submitting invoices. This is accomplished through the Tungsten Network located at: <http://www.fsc.va.gov/einvoice.asp>

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

AMENDMENT NO	DATE
001 * Pricing Schedule month: From September To October	05 Sept 2018

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

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

B.4 PRICE/COST SCHEDULE

Base Period

PERIOD OF PERFORMANCE: 01 October 2018 through 31 August 2019

ITEM NUMBER	DESCRIPTION OF SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	SERVICE FEE	12.00	MO	\$_____	\$_____
				\$_____	\$_____

Option Period 1

PERIOD OF PERFORMANCE: 01 October 2019 through 31 August 2020

ITEM NUMBER	DESCRIPTION OF SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1001	SERVICE FEE	12.00	MO	\$_____	\$_____
				Total:	\$_____

Option Period 2

PERIOD OF PERFORMANCE: 01 October 2020 through 31 August 2021

ITEM NUMBER	DESCRIPTION OF SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2001	SERVICE FEE	12.00	MO	\$_____	\$_____
Total:					\$_____

Option Period 3

PERIOD OF PERFORMANCE: 01 October 2021 through 31 August 2022

ITEM NUMBER	DESCRIPTION OF SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3001	SERVICE FEE	12.00	MO	\$_____	\$_____
Total:					\$_____

Option Period 4

PERIOD OF PERFORMANCE: 01 October 2022 through 31 August 2023

ITEM NUMBER	DESCRIPTION OF SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4001	SERVICE FEE	12.00	MO	\$_____	\$_____
Total:					\$_____

TOTAL**BASE PERIOD AND ALL 4 OPTIONS: \$_____**

Service Location:

Killeen Heights Vet Center,
302 Millers crossing Suite 4,
Harker Heights, TX 76548
Bell County

WD 15-5238 (Rev.-8) was first posted on www.wdol.gov on 07/10/2018

REGISTER OF WAGE DETERMINATIONS UNDER | U.S. DEPARTMENT OF LABOR
THE SERVICE CONTRACT ACT | EMPLOYMENT STANDARDS ADMINISTRATION
By direction of the Secretary of Labor | WAGE AND HOUR DIVISION
WASHINGTON D.C. 20210

| Wage Determination No.: 2015-5238
Daniel W. Simms | Division of | Revision No.: 8
Director | Wage Determinations | Date Of Revision: 07/03/2018

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

State: Texas

Area: Texas Counties of Bell, Coryell

Fringe Benefits Required Follow the Occupational Listing		
OCCUPATION CODE - TITLE	FOOTNOTE	RATE
11122 - Housekeeping Aide		10.81
11150 - Janitor		10.81

**Refer to the cited WD for additional Occupation Codes that apply to your business.

SECTION C - CONTRACT CLAUSES

C.1 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:

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

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

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

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

☐ (5) [Reserved]

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

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

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

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

☐ (10) [Reserved]

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

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

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

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

☐ (13) [Reserved]

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

☐ (ii) Alternate I (NOV 2011).

☐ (iii) Alternate II (NOV 2011).

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

☐ (35)(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.
- ☒ (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).
- ☒ (49) 52.225-13, Restrictions on Certain Foreign Purchases (JUN 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).
- ☐ (50) 52.225–26, Contractors Performing Private Security Functions Outside the United States (OCT 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).
- ☐ (51) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).
- ☐ (52) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).
- ☐ (53) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).
- ☐ (54) 52.232-30, Installment Payments for Commercial Items (JAN 2017) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

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

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

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

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

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

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

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

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

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

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

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

Employee Class

Monetary Wage-Fringe Benefits

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(xvii) 52.222-62 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

SCOPE OF WORK

1. GENERAL INFORMATION

a. Contractor shall furnish all necessary labor, supervision, transportation, supplies, and equipment to perform Janitorial Services for the Department of Veteran Affairs, Central Texas Veterans Health Care System.

b. Place of Performance

Killeen Heights Vet Center,
302 Millers crossing Suite 4,
Harker Heights, TX 76548

c. The Contractor shall provide janitorial services five (5) days a week (MON-FRI). Contract services shall be start no earlier than 4:30 p.m. Bullet three (3) SCHEDULE OF WORK SERVICES is negotiable. Contractor personnel will be screened see below bullet nine (9). The Government shall provide a negotiated secured space to store Contractor equipment and tools.

2. PERSONNEL/HOURS OF WORK

a. PROJECT MANAGER:

(1) The Project Manager shall perform a formal walk-through of the facility at a minimum monthly with the COTR to discuss any issues or problem areas which may arise in performance of the contract. All deficiencies shall be documented and corrected within five (5) workdays. Emergency/safety concerns found shall be corrected immediately.

(2) The Contractor shall provide the name and telephone number of the person designated as Project Manager upon contract award.

3. SCHEDULE OF WORK SERVICES

a. Day Responsibilities: The Contractor shall be responsible for providing cleaning services listed below. Work shall include, but not be limited to the following:

(1) Servicing Restrooms – service restrooms as needed, (i.e. replenish supplies.)

(2) General Policing – Contractor shall ensure that restrooms, corridors, and tops of wall lockers are kept free of litter and maintained in an orderly manner.

(A1) DAILY: The following services shall be performed daily, Monday through Friday:

(a) Trash Removal - Empty all trash receptacles and replace torn or soiled trash receptacle liners. Trash shall be disposed of in plastic bags secured with bag ties and deposited in the trash collection bins. Any recyclable materials such as boxes, cans, paper, etc. placed near a trash receptacle and marked "TRASH" shall be removed and placed in designated recycle collection bins. The Contractor shall pick up any trash that may fall onto the facility grounds during removal of such collected trash. All trash and cigarette/ash receptacles shall be returned to their proper position after being emptied.

- (b) Mopping (dust/damp) – All accessible areas shall be mopped. Chairs, trash receptacles, and easily movable items shall be moved to mop underneath and returned to their proper position. After being mopped, the floor shall have a uniformly clean appearance, with no streaks, swirl marks, detergent residue, or any evidence of soil, stains, film, debris, or standing water. There shall be no splash marks or mop streaks on furniture, walls, baseboards, etc., or mop strands remaining in the area.
 - (c) Vacuuming – All carpet areas shall be vacuumed. Chairs, trash receptacles, and easily movable items shall be moved to vacuumed underneath and returned to their proper position.
 - (d) Drinking Fountains – Disinfect all porcelain and polished metal surfaces, including the orifices and drains. After cleaning, the entire drinking fountain shall be free from streaks, stains, spots, smudges, scale, and other obvious soil.
 - (e) Restrooms – Clean and disinfect ALL surfaces of toilet bowls, urinals, lavatories, showers, dispensers, and other such surfaces, using a germicidal detergent. Remove scale from toilet bowls and urinals, the entire surface shall be free from stains, scale, scum, urine deposits, and rust stains. Disinfect ALL surfaces of partitions; stall walls, stall doors, and wall areas adjacent to wall mounted lavatories, urinals, and toilets. Wipe all mirrors clean removing all dirt, smudges, water spots, and other foreign matter. Clean, damp mop and sanitize floors. Replenish supplies (paper towels, toilet paper, toilet seat covers and liquid soap). Use a germicide detergent to clean restrooms.
 - (f) Waiting Room Furniture – Damp wipe and disinfect waiting room furniture.
 - (g) Employee Lounge – Damp wipe and disinfect all surfaces including counters, tables, chairs, and refrigerator. Clean and disinfect sinks. Damp mop floors. Restock soap and paper towels.
 - (h) Security Check – A thorough security check shall be performed each night. Security check shall include ensuring all doors are secured, designated lights are off, and ensuring that the alarm system is engaged/operational prior to Contractor vacating building.
- (A2) WEEKLY: The following services shall be performed once per weekly:
- (a) Low Dusting – Dust all horizontal surfaces (i.e. desks, chairs, file cabinets, other types of office furniture and equipment, ledges, windowsills, handrails, etc.) from the top of the floor surface to a height of approximately 5'. After low dusting, all dust, lint, litter, and dry soil shall be removed from the wall surfaces to a height of 5' above the top of the floor surface.
 - (b) Vinyl Composite Tile and Sheet Vinyl – Spray buff all vinyl composite tile (VCT) and sheet vinyl. The entire floor shall have a uniform coating of a nonskid floor finish, with an overall glossy appearance, and be free of scuff marks, heel marks, and other stains and discoloration. All solution shall be removed from baseboards, furniture, trash receptacles, etc. Chairs, trash receptacles and easily moveable items shall be moved to maintain the floor surface underneath and then returned to their proper position.
- (A3) MONTHLY: The following service shall be performed monthly (exact day each month to be coordinated with the COTR):
- (a) Clean/dust window blinds, louvers, picture frames, HVAC vents, chair rungs, and
 - (b) Burnish all tile floors;
- (A4) QUARTERLY: The following services shall be performed quarterly, (exact dates to be coordinated with the COTR):
- (a) Scrubbing, waxing and/or buffing all hard surface floors
 - (b) Cleaning of the exterior windows
 - (c) Cleaning of the interior windows
- (A5) TWICE YEARLY: The following services shall be performed twice each year, (exact dates to be coordinated with the COTR):

(a) Spot Clean Doors, Walls, and Partitions – Remove smudges, fingerprints, marks, streaks, etc., from washable surfaces of walls, partitions including glass, doors, and fixtures. Germicidal detergent shall be used in restrooms, locker rooms, and break areas. Brass hardware, aluminum bars, and other metal on doors and cigarette urns shall be polished with polishing compound. After spot cleaning, the surface shall have a clean, uniform appearance; free of streaks, spots, and other evidence of removed soil.

(b) Clean Interior and Exterior Windows Surfaces – Clean all windows to remove smudges, fingerprints, dirt, etc. After windows have been cleaned, traces of film, dirt, smudges, water and other foreign matter shall be removed from frames, casings, sills, and glass.

(A6) AS NEEDED: The following services shall be performed as required by the COTR:

(a) Clean Chairs –

1 Fabric chairs – Vacuum and spot clean.

2 Vinyl chairs – damp wipe with disinfectant.

4. EQUIPMENT AND TOOLS

The Government shall provide a secured space to store Contractor equipment and tools necessary to properly perform the work defined herein.

The Contractor shall furnish all equipment and tools necessary to properly perform the work defined herein.

(a) All equipment shall have bumpers and guards to prevent marking or scratching of fixtures, furnishings, or building surfaces.

(b) All electrical equipment used by the Contractor shall meet all safety requirements of this contract and shall be UL approved. Equipment must operate using existing building circuits. It shall be the responsibility of the Contractor to prevent the operation or attempted operation of electrical equipment, or combinations of equipment, which require power exceeding the capacity of the existing building.

5. SUPPLIES

(a) The Contractor shall provide all cleaning supplies, chemicals, paper products, equipment and accessories necessary for performance of duties; to include a cleaning cart, buffer and burnisher.

(b) The Government shall furnish syringe containers, medicated hand soap, and all antimicrobial hand rinse.

6. PERFORMANCE INSPECTION

Inspections of all areas and surfaces shall be made jointly by the COTR and the Contractor's Project Manager at least monthly. Upon receipt of written notification by the Contracting Officer regarding nonperformance of services, other than those performed daily, the Contractor will be given 48 hours to provide the required corrective action.

7. CONTRACTOR EMPLOYEES

(a) Shall be subject to all Federal rules and regulations relative to entering and leaving the facility.

(b) Shall be physically able to do their assigned work and shall be free from any communicable disease.

- (c) Shall not disturb paper on desks, open desk drawers or cabinets, or use Government telephones.

8. PERSONNEL TRAINING

The Contractor shall be responsible for the training of his/her employees in the following areas:

- (a) Proper use and handling of Contractor supplied, contract-specified and approved materials, supplies, and equipment.
- (b) Care and maintenance of Contractor and Government furnished property.
- (c) Familiarization with fire prevention and safety procedures. Day and evening cleaning crew will attend annual Veterans Affairs sponsored Safety & Fire Prevention and Infection Control training. The times and dates will be determined in coordination with the COTR.
- (d) Familiarization with applicable VA policies/regulations and their effect on housekeeping services.
- (e) The Contractor shall be responsible for instructing his/her employees in appropriate safety measures. Contractor employees must not place mops, brooms, machines, and other equipment in traffic lanes or other locations in such a manner as to create safety hazards. Appropriate, neat appearing, well-kept signs to indicate "Dangerous Hazardous Floors, Walk Left" or "Walk Right", as applicable, shall be provided by the Contractor and approved by the COTR prior to use. Such signs shall be displayed always in all areas where cleaning operations are in progress which necessitate the use of any equipment or supplies such as buckets, wires, ladders, water, wax, etc., which might cause a traffic obstruction or personnel safety hazard.

9. CONTRACTOR PERSONNEL SECURITY REQUIREMENTS – BACKGROUND SCREENINGS

- (a) All Contractor employees having access to VA facilities and may have intermittent access to sensitive data (to include patient or beneficiary records), shall be subject to a background screening which consists of an FBI fingerprint check.
- (b) The Contractor shall be responsible for the actions of those individuals they provide to perform work for VA. The Contractor, when notified of an unfavorable determination by the Government, shall withdraw the employee from consideration from working under the contract.
- (c) Fingerprinting Requirements - The Form FD258 fingerprint chart will be supplied by the Contracting Officer. This card can be taken to any local police station for free fingerprints. However, local entities may assess a fee for this service. As an alternative Contractor employee may come to the VA (Human Resources) for this service, which is also free.
- (d) Failure to comply with the Contractor personnel security requirements may result in termination of the contract for default.

10. AUTHORIZED SERVICES

Only those services specified herein are authorized under this contract. Before performing any services not included, the Contracting Officer must be advised of the justification for the additional work. If appropriate, the Contracting Officer or the COTR may authorize the additional services under a separate purchase authorization. The Contractor is cautioned that only the Contracting Officer or COTR may authorize additional services and that reimbursement will not be made unless authorization is obtained in advance.

11. PERSONNEL POLICY

The Contractor shall assume full responsibility for the protection of its personnel furnishing services under this contract, such as providing workers' compensation, professional liability insurance, health examination and social security payments. Such personnel shall not be considered as Government employees for any purpose.

12. CONTRACTOR SUBMITTALS

Upon request from the Contracting Officer the Contractor is required to provide copies of proof of Workers' Compensation and Employee's Public Liability Insurance within 15 calendar days.

13. LOST AND FOUND PROPERTY

It is the responsibility of the Contractor to ensure that all articles of possible personal or monetary value found by the Contractor's employees are turned in to an office designated by the COTR.

14. BADGES

All Contractor personnel shall be required to wear an identification badge while on Government facility grounds displaying the picture and name of the individual and the name of the company represented.

15. VEHICLE SECURITY AND SAFETY

- (a) Contractor employees shall park only in areas designated by the COTR or otherwise directed by Police and Security Service personnel.

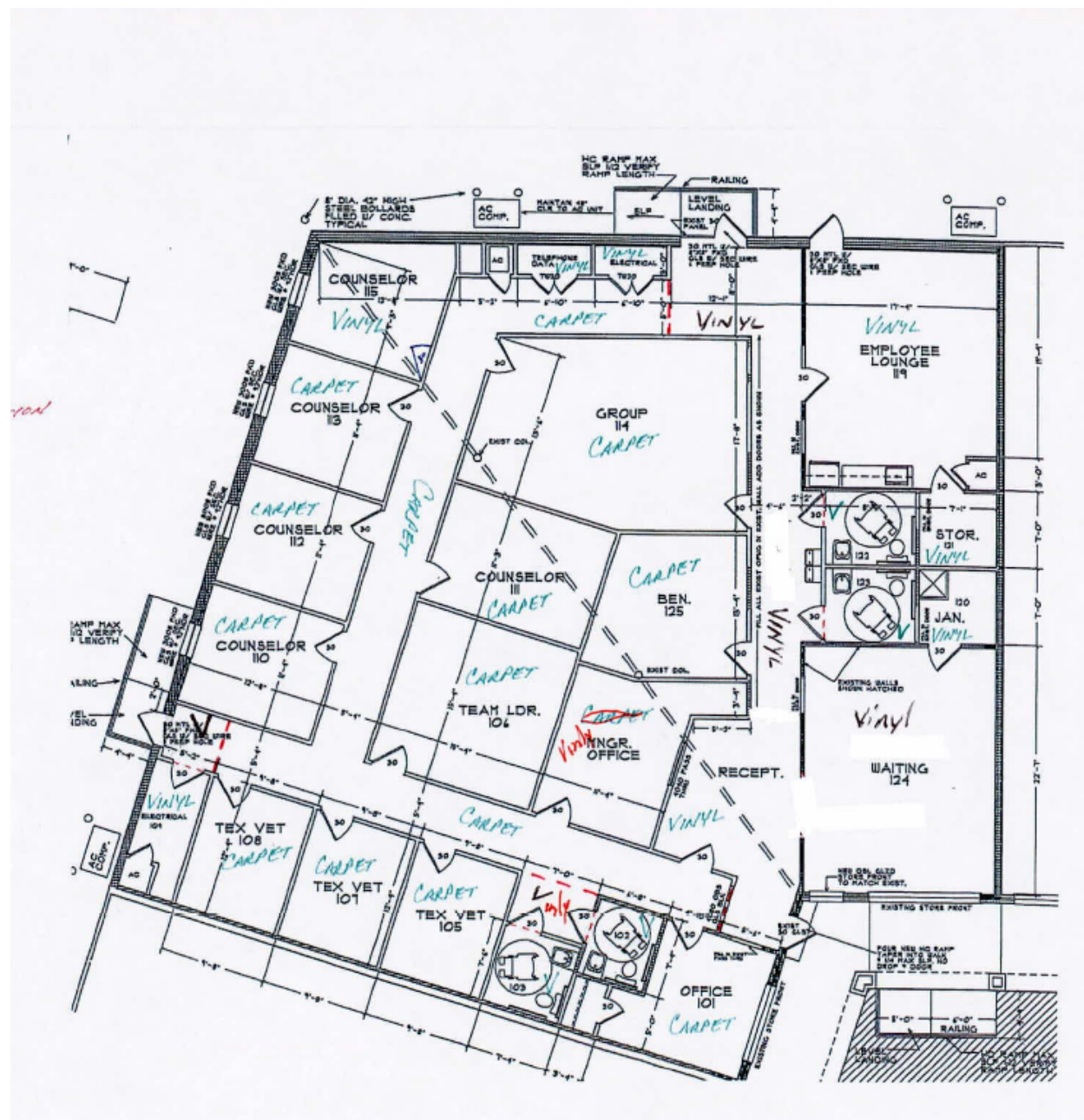
16. NATIONAL HOLIDAYS

New Year's Day	01 Jan	Labor Day	1st Mon in Sep
Martin Luther King's Birthday	3rd Mon in Jan	Columbus Day	2nd Mon in Oct
President's Day	3rd Mon in Feb	Veterans Day	11 Nov
Memorial Day	Last Mon in May	Thanksgiving Day	4th Thu in Nov
Independence Day	04 July	Christmas Day	25 Dec

Also included would be any other day specifically declared by the President of the United States to be a National Holiday.

When a holiday falls on a Sunday, the following Monday shall be observed as a legal holiday by U.S. Government agencies. When a holiday falls on a Saturday, the preceding Friday shall be observed as a legal holiday.

FLOOR PLAN



SECTION E - SOLICITATION PROVISIONS

E.1 52.212-2 EVALUATION—COMMERCIAL ITEMS (OCT 2014)

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

Price alone

Technical and past performance data are not being requested.

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

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

(End of Provision)

E.2 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.

(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.

(End of Provision)