

<b>SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, &amp; 30</b>				1. REQUISITION NO. 655-19-1-6137-0001		PAGE 1 OF 58	
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE		4. ORDER NO.		5. SOLICITATION NUMBER 36C25018Q9736	
6. SOLICITATION ISSUE DATE 10-22-2018		7. FOR SOLICITATION INFORMATION CALL: a. NAME Christopher Gundy		b. TELEPHONE NO. (No Collect Calls) 734-222-7168		8. OFFER DUE DATE/LOCAL TIME 10-29-2018 2:00 PM EST	
9. ISSUED BY Department of Veterans Affairs Veterans Health Administration Network Contracting Office 10 2215 Fuller Road Ann Arbor MI 48105				10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED OR <input type="checkbox"/> SET ASIDE: _____ % FOR:  <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM      NAICS: 561710 <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> EDWOSB      SIZE STANDARD: \$11 Million <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input type="checkbox"/> 8(A)			
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input checked="" type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS		13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) <input type="checkbox"/>		13b. RATING N/A	
14. METHOD OF SOLICITATION <input checked="" type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP				15. DELIVER TO Department of Veterans Affairs Aleda E Lutz VA Medical Center  1500 Weiss ST Saginaw MI 48602			
16. ADMINISTERED BY Department of Veterans Affairs Veterans Health Administration Network Contracting Office 10 2215 Fuller Road Ann Arbor MI 48105				17a. CONTRACTOR/OFFEROR CODE    FACILITY CODE			
18a. PAYMENT WILL BE MADE BY Department of Veterans Affairs Financial Management System PO Box 149971 Austin TX 78714-9971  PHONE: 877-353-9791      FAX:				17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER <input type="checkbox"/>			
18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM				19. ITEM NO.			
20. See CONTINUATION Page SCHEDULE OF SUPPLIES/SERVICES				21. QUANTITY			
22. UNIT				23. UNIT PRICE			
24. AMOUNT				25. ACCOUNTING AND APPROPRIATION DATA    See CONTINUATION Page			
26. TOTAL AWARD AMOUNT (For Govt. Use Only)				27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA <input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.			
27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4, FAR 52.212-5 IS ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED				28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN <u>One</u> COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED			
29. AWARD OF CONTRACT: REF. _____ OFFER DATED _____ YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN IS ACCEPTED AS TO ITEMS:				30a. SIGNATURE OF OFFEROR/CONTRACTOR			
31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)				30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)			
31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) Christopher D. Gundy				30c. DATE SIGNED			
31c. DATE SIGNED				31d. DATE SIGNED			

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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:           Company Name:\_\_\_\_\_

                                  Address:\_\_\_\_\_

                                  City/State/Zip:\_\_\_\_\_

                                  Point of contact/Position:\_\_\_\_\_

                                  POC Phone:\_\_\_\_\_

                                  Email:\_\_\_\_\_

                                  DUNS NO.:\_\_\_\_\_

                                  Tax ID NO.:\_\_\_\_\_

b. GOVERNMENT: Contracting Officer 36C250 Christopher Gundy

Department of Veterans Affairs

Veterans Health Administration

Network Contracting Office 10

2215 Fuller Road

Ann Arbor MI 48105

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                       ☒ 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.

OB10 or current Electronic Invoice System: <http://ob10.com/us/en/veterans-affairs-us/>

OB10 e-Invoice Setup Information: 877-489-6135

OB10 e-Invoice Email: [va.registration@ob10.com](mailto:va.registration@ob10.com) Austin TX 78714-9971

FSC e-Invoice Contact Information: 877-353-9791

FSC e-Invoice Email: [vafscshd@va.gov](mailto:vafscshd@va.gov)

FSC e-Invoice Site: <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

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

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

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

This solicitation includes VAAR 852.215-70, Service-Disabled Veteran-Owned and Veteran-Owned Small Business Evaluation Factors, and VAAR 852.215-71, Evaluation Factor Commitments. Accordingly, any contract resulting from this solicitation will include these clauses. The contractor is advised in performing contract

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

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

ITEM NUMBER	DESCRIPTION OF SUPPLIES/SERVICE	QUANTITY	UNIT	UNIT PRICE	AMOUNT
<b>0001</b>		12.00	MO		
	The contractor shall provide all management, laboratory testing, tools, supplies, equipment, transportation, and labor to develop and implement an Integrated Pest Management (IPM) plan for all buildings and grounds at the Aleda E. Lutz VA Medical Center campus, 1500 Weiss Street, Saginaw, Michigan, 48602. Contract Period: Base POP Begin: 11-01-2018 POP End: 10-31-2019			—	—
<b>0002</b>		12.00	MO		
	The contractor shall provide all management, laboratory testing, tools, supplies, equipment, transportation, and labor to develop and implement an Integrated Pest Management (IPM) plan for all buildings and grounds at the Aleda E. Lutz VA Medical Center campus, 1500 Weiss Street, Saginaw, Michigan, 48602. Contract Period: Option 1 POP Begin: 11-01-2019 POP End: 10-31-2020			—	—
<b>0003</b>		12.00	MO		
	The contractor shall provide all management, laboratory testing, tools, supplies, equipment, transportation, and labor to develop and implement an Integrated Pest Management (IPM) plan for all buildings and grounds at the Aleda E. Lutz VA Medical Center campus, 1500 Weiss Street, Saginaw, Michigan, 48602. Contract Period: Option 2 POP Begin: 11-01-2020 POP End: 10-31-2021			—	—
<b>0004</b>		12.00	MO		
	The contractor shall provide all management, laboratory testing, tools, supplies, equipment, transportation, and labor to develop and implement an Integrated Pest Management (IPM) plan for all buildings and grounds at the Aleda E. Lutz VA Medical Center campus, 1500 Weiss Street, Saginaw, Michigan, 48602.			—	—

Contract Period: Option 3 POP Begin: 11-01-2021 POP End: 10-31-2022			
0005	12.00	MO	
The contractor shall provide all management, laboratory testing, tools, supplies, equipment, transportation, and labor to develop and implement an Integrated Pest Management (IPM) plan for all buildings and grounds at the Aleda E. Lutz VA Medical Center campus, 1500 Weiss Street, Saginaw, Michigan, 48602. Contract Period: Option 4 POP Begin: 11-01-2022 POP End: 10-31-2023			
GRAND TOTAL			

## **B.5 STATEMENT OF WORK PEST CONTROL**

### **A. GENERAL:**

1. Aleda E. Lutz VA Medical Center has a draft VA Integrated Pest Management (IPM) Plan, additional requirements have been developed and are addressed in this expanded Statement of Work. The contractor shall provide all management, laboratory testing, tools, supplies, equipment, transportation, and labor to further assist with developing and making recommendations to implement the Integrated Pest Management (IPM) plan for all buildings and grounds at the Aleda E. Lutz VA Medical Center campus, 1500 Weiss Street, Saginaw, Michigan, 48602 in a manner that ensures the health and general well-being of patients, staff, and visitors. Contractor shall perform regular scheduled inspections and treatment as well as on demand services. All infestations will be addressed until complete elimination of pests. The contractor shall perform in strict accordance with all terms, conditions, provisions, specifications, and schedules of this solicitation and any resulting contract. The Aleda E. Lutz VA Medical Center is seeking one base year with four one-year options. The resulting contract will be for one-year base and include four (4) option years. List of buildings and function are listed in section A.

### **B. SPECIAL PROVISIONS:**

A. Food Handling Areas: Treatment of these areas is limited to times when food is not being held, processed, prepared, and serviced.

B. Patient Occupied Areas: Contractor shall use pesticides with as low a volatility and odor as possible to keep odors from disturbing patients.

C. Critical Areas: The Contractor shall submit a list of pesticides for intended use in areas listed for approval by the COR/Supervisor, Environmental Management, prior to any applications. The planned use of pesticides in these areas requires recognition of the attendant hazards to occupants, supplies equipment, and surfaces. No substitution can be made without approval from the COR/Supervisor, Environmental Management.

D. Critical Areas are defined as: Pharmacy, Sterile Processing Rooms, Operating Rooms, Respiratory Care Units, Intensive Care Units, and Food Production/Storage areas. Space treatment of these areas shall be done using gel based pesticide or an Ultra-Low Volume method with approved equipment capable of delivering particle size range of .5 to 15 microns.

E. Contractor will put in place an exterior rodent bait/trap system by the food intake doors, loading docks and trash dumpsters where required.

F. Contractor shall furnish and maintain flying insect traps/controls by the following doors: Maintenance entrance to the Surgical Suite (2 doors), Loading Dock doors (2 doors), Ground floor stairwell entrances (3 doors), Patient dining room, Patient recreation room and Ambulance entrance. This maintenance will include replacing glue boards, monitoring the insects trapped and replacement bulbs, per manufacture recommendation. Placement and power connections must be approved through COR. Additional locations to be determined on a as needed basis.

G. Bed Bug Services: The Contractor shall provide services that identify, detect and eradicate Bed Bugs. The Contractor shall be able to provide Fumigation services, Heat treatment and Cryonite



systems to address the presence of bed bugs or address the possible infestation of bed bugs within the facility. Pricing for Fumigation services shall be provided by the Contractor as an additional cost. Heat and Cryonite services shall be considered as part of the contract with no additional costs associated with these services. Canine detection services can be used to detect the presence of Bed Bugs within the facility.

### **C. WORK HOURS:**

1. Normal Work Hours: The service schedule will be developed between the contractor and Contractor's Representative (COR) prior to any service being performed. Normal business hours: 8am to 430pm, Monday through Friday.

2. Some contract work may require work to be performed after normal business hours and weekends.

3. National Holidays: The ten holidays observed by the Federal Government are: New Years Day, Martin Luther King's Birthday, President's Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day and Christmas Day and any other day specifically declared by the President of the United States to be a national holiday.

### **D. TASKS:**

1. The contractor shall conform to all federal, state, and local regulations governing examining and licensing of pest control operators, performance of pest control, use of approved pest control chemicals and equipment, and proper disposal methods for all products/containers, which may be in effect for the area where the work under the contract will be performed.

2. The IPM plan requires approval by the COR prior to implementation.

3. Contractors IPM plan requires but is not limited to the following tasks:

a. Inspect to determine pest management measures are appropriate and required.

b. Recommend and communicate to the COR environmental sanitation practices that restrict or eliminate food, water or harborage for pests and recommend engineering practices that limit entry of pests.

c. Selection and utilization of non-chemical control methods, which eliminate, exclude or repel pests, i.e. insect electrocution devices, traps, caulking, air screens, etc. The Contractor is responsible to advise the VA of the method required to utilize a non-chemical control of pests. If the method suggested is agreed upon by this medical center, the furnishing and installation of required item would be by the government. However, the government reserves the right to reject contractors recommended method and instruct them to proceed with other methods, as provided by the contract.

d. Collection and disposal of all pests.

- e. Selection and use of the most environmentally sound pesticide(s) to affect control when chemical control methods are necessary.
  - f. Control general structural arthropod pests (i.e., cockroaches, ants, carpet beetles, spiders, carpenter ants, carpenter bees, etc.).
  - g. Control flying insect pests (i.e., housefly, stable fly, blow flies, etc.).
- Note: The Aleda E. Lutz VA Medical Center has an active flying insect problem consisting of; common house and sewer flies. Recommendations from contractor are encouraged and expected, to control and/or eliminate the population.*
- h. Control predatory pests (i.e., lice, bedbugs, fleas, mites, ticks, bees, wasps, mosquitoes, scorpions, etc.)
  - i. Control stored product pests (i.e., saw tooth grain beetle, red confused flour beetle, trogderma beetles, grain moths etc.)
  - j. Control mice and rats (i.e., house mouse, field mouse, roof rat, Norway rats, etc.)
  - k. Control pest birds (i.e., pigeons, sparrows, blackbirds, etc.)
  - l. Control other vertebrate pests (i.e., dogs, cats, bats, squirrels, gophers, moles, skunks, snakes, rabbits, raccoons, etc.).
  - m. Control wood destroying organisms (i.e., subterranean termites, dry wood termites, fungi, wood boring beetles, etc.).
  - n. Control aquatic pests (i.e., mosquito larva/pupae, algae etc.).

**NOTE: Fumigation treatments may require separate scheduling as approved by COR for the convenience of the facility.**

#### **E. CALL BACKS:**

1. **EMERGENCY CALL BACK:** The Contractor shall within four (4) hours after receipt of notification by the Contracting Officer or his/her designee, perform Integrated Pest Management (IPM) Services to correct the emergent condition. This call back service shall be accomplished at no additional charge to the Government.
2. **NON-EMERGENT CALLS:** Contractor shall report within mutually agreed upon time (within twelve (12) hours) with COR for non-scheduled services without additional charge to the Government.

#### **F. REPORTING FOR SCHEDULED SERVICES:**

1. Contractor shall report to room 22-2437, Supervisor Environmental Management office, after receiving badge, on scheduled days and time for any instructions and location of infestation (documented in BUG Book, as called in by wards, clinics, etc. as well as perform scheduled frequency tasks. They will submit a written report of all activities following each visit, with the signature of the COR or designee responsible. Contractor will be escorted by COR or designee while work is performed to ensure services have been met and to communicate with staff in target areas.

2. The Frequency Chart of the Integrated Pest Management Program are shown in section B and the indicated time frames shall be a minimum basis for the scheduling of services.

3. The Task shall be scheduled to be performed on definite appointment days and in no event, shall the contractor carry on work outside of scheduled hours without approval from the COR/Supervisor, Environmental Management.

4. In the event, climate or weather conditions become unsuitable for work or may induce an environmental hazard, then the entire work shall be rescheduled to a date and time suitable for both the Contractor and COR/Supervisor, Environmental Management with no additional cost to the government.

#### **G. SAFETY FACTORS:**

All rodenticides or traps shall be placed as required and in the areas approved by the COR or his/her designee. Rodenticides, and/or traps shall be constructed in such manner that only target pest has access, must be tamper proof and replaced as necessary and per manufacturer recommendations. No pest control material or trap shall be placed where it may be recovered by patients, nor shall such material be allowed to contact food or cooking utensils.

#### **H. STORAGE OF PEST CONTROL MATERIALS:**

Storage of pest control materials or equipment are prohibited without the written approval of the COR.

#### **J. Required Contractor Reporting**

1. After each service (scheduled and non-scheduled) contractor personnel shall submit documentation including but not limited to:

- a. The name and address of the individual who applied the pesticide.
- b. The location, by building and room number where each pesticide was applied. Contractor documentation must annotate with Work Order number or other easily identified system, to correspond to each BUG Book entry.
- c. The identification of pest or pests against which the pesticide was applied.
- d. The date and time of application.
- e. The brand name of the pesticide applied. Name must match submitted SDS and product of items approved, no abbreviations or common name is to be used.

- f. The name of the pesticide manufacturer and the federal environmental protection agency registration number of the pesticide.
- g. The rate of application or amount of the pesticide applied, and the total area treated.
- h. Documentation supporting contract pest management company have the proper licensing for the service being performed.

2. The contractor is responsible for supplying, completing and submitting all reports required or requested by Federal, State or local ordinances, which pertain to any duties contained in the contract.

3. The Contractor must furnish the COR's office, prior to initial application, the trade names (if any), and the chemical names of all approved pesticides/chemicals along with appropriate antidote information and current –Material Safety Data Sheet (MSDS). The Contractor shall supply this information as new products are submitted for approval to the COR. All new products/chemicals must be submitted a minimum of two (2) weeks before any application is to take place.

4. The contractor must provide routine monitors that will show evidence of successfully reducing infestation problems for all buildings included in this scope of work.

## **I. TRAINING**

1. The contractor shall provide scheduled in-house training to employees once per year on procedures and prevention to control pests. Audience will consist of Environmental Services personnel throughout the medical center. Environmental Services will be responsible for providing space and will notify personnel of training.

## **L. CONTRACTOR PERSONNEL BADGES AND PARKING:**

1. The contractor shall provide the COR with a list of contractor employees expected to enter the buildings. 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.

2. An access badge will be given to the contractor's employee upon entrance into VA buildings. The contractor employee must safeguard the access badge and immediately report any lost, stolen, or destroyed badges to the COR. All contract personnel must properly display their access badges. Access badges must be worn at or above the waist (facing forward.). The contractor's employees must return the access badge(s) to the COR or designee at the end of each pick up process.

3. The contractor shall be required to comply with all security policies/requirements of Aleda E. Lutz VA Medical Center. All security policies/requirements must be met and employees cleared prior to the contractor performing work under this contract. Employees that cannot meet the security and clearance requirements shall not be allowed to perform work under this contract.

4. It is the responsibility of the contractor's personnel to park in the appropriate designated parking areas. Parking information shall be coordinated with each facility COR.

5. Aleda E. Lutz VA Medical Center does not validate or make reimbursement for parking violations of the contractor's personnel under any circumstance.

**M. INTERFERENCE TO NORMAL FUNCTION:** Contractor may be required to interrupt their work at anytime so as not to interfere with the normal functioning of the facility, including utility services, fire protection systems, and passage of facility patients, personnel, equipment and carts.

1. In the event of an emergency, contractor services may be stopped and rescheduled at no additional cost to the government.

2. Contractor personnel shall inform the COR or the designee of the need to gain access to secured areas. If access is required to secure areas, prearranged scheduling will be made with COR or designee.

**Reference:** VHA Directive 1850.02 Pest Management Operations  
National Pest Management Association, NPMA

## **Section A**

## **LIST OF AREA/BUILDINGS TO BE SERVICED**

### **AREA/BUILDING/FUNCTION**

Building No. 1 - Main Hospital, 5 floors and basement

Energy Center, near Building 1, 2 floors

Building No. 2 – Police Services, 2 floors

Building No. 3 - Administrative Offices, 2 floors and basement

Building No. 4 - Administrative Offices, 2 floors and basement

Building No. 6 – Administrative Offices 2 floors

Building No. 9 – Warehouse

Building No. 17- Natural Gas utility station

Building No. 21 - Garage

Building No. 22 - Inpatient living, administration, 2 floors and basement

Building No. 30 - Administrative Offices

Building No. 32 - Water tower

Building No. 34- Water backflow preventer station

Building No. 35 - Pavilion

Building No. 38 - Administrative Offices

Building No. 1 - Loading dock exterior trash and dumpster

## Section B

**Frequency Chart Base year**

AREA	ROOM	2x Weekly	WEEKLY	MONTHLY	SEMI ANNUAL
Kitchen (in-patient)	2 <sup>nd</sup> floor bldg. 1		x		
Kitchen/Dining (in-patient)	1 <sup>st</sup> floor bldg. 22	X*			
Central Supply area	Bldg. 1		x		
Sterile Processing	Bldg. 1 Basement		x		
Retail Store	1 <sup>st</sup> Floor		x		
Canteen Storage	Basement		x		
Canteen	1 <sup>st</sup> Floor	X*			
Surgery Suite	Entire area/Stairs	X*			
Laboratory	2B		x		
Pharmacy	22 Basement			x	
Trash Room	Loading Docks 1/22		x		
	All Buildings				x

Exterior (penetrations)					
Exterior Bait Stations	All			x	
Mechanical Rooms	Various Locations				x
SPS	Entire Suite			x	

\*areas have active flying insect infestation and will be treated two (2) times per week until controlled and government is satisfied with improvements.

Note: Specific dates and times will be selected by the COR for the above scheduled service areas, not to interfere with normal operations of government work. Government reserves the right to add additional areas for inspection and/or treatment during scheduled inspections at no further charge to the government.

### Frequency Chart

#### Option Years 1-4

AREA	ROOM	WEEKLY	MONTHLY	SEMI ANNUAL
Kitchen (in-patient)	2 <sup>nd</sup> floor bldg. 1	x		
Kitchen/Dining (in-patient)	1 <sup>st</sup> floor bldg. 22			
Central Supply area	Bldg. 1	x		
Sterile Processing	Bldg. 1 Basement	x		
Retail Store	1 <sup>st</sup> Floor	x		



Canteen Storage	Basement	x		
Canteen	1 <sup>st</sup> Floor	x		
Surgery Suite	Entire area/Stairs	x		
Laboratory	2B	x		
Pharmacy	22 Basement		x	
Trash Room	Loading Docks 1/22	x		
Exterior (penetrations)	All Buildings			x
Exterior Bait Stations	All		x	
Mechanical Rooms	Various Locations			x
SPS	Entire Suite		x	

## 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 52.217-8 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 15 days of contract expiration.

(End of Clause)

#### **C.2 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 of contract expiration; 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.3 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.4 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.5 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.6 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 Michigan. 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)

## **C.7 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)**

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

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

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

(End of Clause)

<b><u>FAR Number</u></b>	<b><u>Title</u></b>	<b><u>Date</u></b>
52.204-18	COMMERCIAL AND GOVERNMENT ENTITY CODE MAINTENANCE	JUL 2016
52.232-40	PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS	DEC 2013

(End of Addendum to 52.212-4)

## **C.8 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  
99410

Monetary Wage-Fringe Benefits  
24.81 + 4.48

☒ (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

### D.1 WAGE DETERMINATION – SAGINAW COUNTY

WD 15-4865 (Rev.-7) was first posted on [www.wdol.gov](http://www.wdol.gov) on 07/31/2018

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REGISTER OF WAGE DETERMINATIONS UNDER  
THE SERVICE CONTRACT ACT  
By direction of the Secretary of Labor

U.S. DEPARTMENT OF LABOR  
EMPLOYMENT STANDARDS ADMINISTRATION  
WAGE AND HOUR DIVISION  
WASHINGTON D.C. 20210

Daniel W. Simms                      Division of  
Director                      Wage Determinations

Wage Determination No.: 2015-4865  
Revision No.: 7  
Date Of Revision: 07/24/2018

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](http://www.dol.gov/whd/govcontracts)

State: Michigan

Area: Michigan County of Saginaw

**Fringe Benefits Required Follow the Occupational Listing**		
OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		14.36
01012 - Accounting Clerk II		16.12
01013 - Accounting Clerk III		18.03
01020 - Administrative Assistant		24.70
01035 - Court Reporter		17.34
01041 - Customer Service Representative I		10.81
01042 - Customer Service Representative II		12.16
01043 - Customer Service Representative III		13.27
01051 - Data Entry Operator I		12.21
01052 - Data Entry Operator II		13.61
01060 - Dispatcher, Motor Vehicle		15.61
01070 - Document Preparation Clerk		16.45
01090 - Duplicating Machine Operator		16.45
01111 - General Clerk I		12.84
01112 - General Clerk II		14.01
01113 - General Clerk III		15.73
01120 - Housing Referral Assistant		19.34
01141 - Messenger Courier		12.79
01191 - Order Clerk I		18.33
01192 - Order Clerk II		19.99
01261 - Personnel Assistant (Employment) I		16.72
01262 - Personnel Assistant (Employment) II		18.70
01263 - Personnel Assistant (Employment) III		20.86
01270 - Production Control Clerk		24.70

01290 - Rental Clerk	14.54
01300 - Scheduler, Maintenance	15.50
01311 - Secretary I	15.50
01312 - Secretary II	17.34
01313 - Secretary III	19.34
01320 - Service Order Dispatcher	14.39
01410 - Supply Technician	24.70
01420 - Survey Worker	16.06
01460 - Switchboard Operator/Receptionist	12.66
01531 - Travel Clerk I	13.02
01532 - Travel Clerk II	14.14
01533 - Travel Clerk III	15.31
01611 - Word Processor I	15.47
01612 - Word Processor II	17.37
01613 - Word Processor III	19.43
05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer, Fiberglass	22.12
05010 - Automotive Electrician	20.14
05040 - Automotive Glass Installer	19.51
05070 - Automotive Worker	19.51
05110 - Mobile Equipment Servicer	18.27
05130 - Motor Equipment Metal Mechanic	20.76
05160 - Motor Equipment Metal Worker	19.51
05190 - Motor Vehicle Mechanic	20.76
05220 - Motor Vehicle Mechanic Helper	17.65
05250 - Motor Vehicle Upholstery Worker	18.89
05280 - Motor Vehicle Wrecker	19.51
05310 - Painter, Automotive	20.14
05340 - Radiator Repair Specialist	19.51
05370 - Tire Repairer	16.81
05400 - Transmission Repair Specialist	20.76
07000 - Food Preparation And Service Occupations	
07010 - Baker	12.66
07041 - Cook I	12.78
07042 - Cook II	14.01
07070 - Dishwasher	10.00
07130 - Food Service Worker	10.76
07210 - Meat Cutter	17.49
07260 - Waiter/Waitress	10.61
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	23.53
09040 - Furniture Handler	17.06
09080 - Furniture Refinisher	23.53
09090 - Furniture Refinisher Helper	19.68
09110 - Furniture Repairer, Minor	21.82
09130 - Upholsterer	23.53
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	10.92
11060 - Elevator Operator	15.30
11090 - Gardener	14.60
11122 - Housekeeping Aide	15.30
11150 - Janitor	15.30
11210 - Laborer, Grounds Maintenance	13.01
11240 - Maid or Houseman	10.76
11260 - Pruner	12.00
11270 - Tractor Operator	14.64
11330 - Trail Maintenance Worker	13.01
11360 - Window Cleaner	16.24
12000 - Health Occupations	
12010 - Ambulance Driver	19.40
12011 - Breath Alcohol Technician	19.44
12012 - Certified Occupational Therapist Assistant	23.36

12015 - Certified Physical Therapist Assistant	22.69
12020 - Dental Assistant	16.19
12025 - Dental Hygienist	27.63
12030 - EKG Technician	26.98
12035 - Electroneurodiagnostic Technologist	26.98
12040 - Emergency Medical Technician	19.40
12071 - Licensed Practical Nurse I	17.38
12072 - Licensed Practical Nurse II	19.44
12073 - Licensed Practical Nurse III	21.68
12100 - Medical Assistant	12.98
12130 - Medical Laboratory Technician	19.24
12160 - Medical Record Clerk	18.13
12190 - Medical Record Technician	20.29
12195 - Medical Transcriptionist	15.93
12210 - Nuclear Medicine Technologist	42.73
12221 - Nursing Assistant I	11.43
12222 - Nursing Assistant II	12.85
12223 - Nursing Assistant III	14.02
12224 - Nursing Assistant IV	15.74
12235 - Optical Dispenser	17.04
12236 - Optical Technician	16.74
12250 - Pharmacy Technician	15.30
12280 - Phlebotomist	15.74
12305 - Radiologic Technologist	25.25
12311 - Registered Nurse I	23.28
12312 - Registered Nurse II	29.25
12313 - Registered Nurse II, Specialist	29.25
12314 - Registered Nurse III	34.84
12315 - Registered Nurse III, Anesthetist	34.84
12316 - Registered Nurse IV	41.76
12317 - Scheduler (Drug and Alcohol Testing)	24.09
12320 - Substance Abuse Treatment Counselor	14.17
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	20.10
13012 - Exhibits Specialist II	25.28
13013 - Exhibits Specialist III	30.92
13041 - Illustrator I	18.61
13042 - Illustrator II	23.45
13043 - Illustrator III	30.92
13047 - Librarian	25.96
13050 - Library Aide/Clerk	12.12
13054 - Library Information Technology Systems Administrator	25.57
13058 - Library Technician	15.73
13061 - Media Specialist I	16.32
13062 - Media Specialist II	18.25
13063 - Media Specialist III	20.36
13071 - Photographer I	16.92
13072 - Photographer II	18.93
13073 - Photographer III	23.45
13074 - Photographer IV	28.69
13075 - Photographer V	34.71
13090 - Technical Order Library Clerk	15.74
13110 - Video Teleconference Technician	16.32
14000 - Information Technology Occupations	
14041 - Computer Operator I	14.20
14042 - Computer Operator II	15.89
14043 - Computer Operator III	17.72
14044 - Computer Operator IV	19.69
14045 - Computer Operator V	21.80
14071 - Computer Programmer I	(see 1) 20.41
14072 - Computer Programmer II	(see 1) 25.30

14073 - Computer Programmer III	(see 1)	
14074 - Computer Programmer IV	(see 1)	
14101 - Computer Systems Analyst I	(see 1)	
14102 - Computer Systems Analyst II	(see 1)	
14103 - Computer Systems Analyst III	(see 1)	
14150 - Peripheral Equipment Operator		14.91
14160 - Personal Computer Support Technician		19.69
14170 - System Support Specialist		24.05
15000 - Instructional Occupations		
15010 - Aircrew Training Devices Instructor (Non-Rated)		28.96
15020 - Aircrew Training Devices Instructor (Rated)		35.04
15030 - Air Crew Training Devices Instructor (Pilot)		41.60
15050 - Computer Based Training Specialist / Instructor		28.96
15060 - Educational Technologist		34.73
15070 - Flight Instructor (Pilot)		41.60
15080 - Graphic Artist		20.46
15085 - Maintenance Test Pilot, Fixed, Jet/Prop		42.00
15086 - Maintenance Test Pilot, Rotary Wing		42.00
15088 - Non-Maintenance Test/Co-Pilot		42.00
15090 - Technical Instructor		20.16
15095 - Technical Instructor/Course Developer		24.64
15110 - Test Proctor		16.29
15120 - Tutor		16.29
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations		
16010 - Assembler		10.80
16030 - Counter Attendant		10.80
16040 - Dry Cleaner		14.23
16070 - Finisher, Flatwork, Machine		10.80
16090 - Presser, Hand		10.80
16110 - Presser, Machine, Drycleaning		10.80
16130 - Presser, Machine, Shirts		10.80
16160 - Presser, Machine, Wearing Apparel, Laundry		10.80
16190 - Sewing Machine Operator		15.44
16220 - Tailor		16.65
16250 - Washer, Machine		11.97
19000 - Machine Tool Operation And Repair Occupations		
19010 - Machine-Tool Operator (Tool Room)		22.11
19040 - Tool And Die Maker		25.86
21000 - Materials Handling And Packing Occupations		
21020 - Forklift Operator		20.74
21030 - Material Coordinator		24.70
21040 - Material Expediter		24.70
21050 - Material Handling Laborer		15.24
21071 - Order Filler		15.88
21080 - Production Line Worker (Food Processing)		20.74
21110 - Shipping Packer		19.25
21130 - Shipping/Receiving Clerk		19.25
21140 - Store Worker I		17.92
21150 - Stock Clerk		22.78
21210 - Tools And Parts Attendant		20.74
21410 - Warehouse Specialist		20.74
23000 - Mechanics And Maintenance And Repair Occupations		
23010 - Aerospace Structural Welder		25.96
23019 - Aircraft Logs and Records Technician		22.31
23021 - Aircraft Mechanic I		25.21
23022 - Aircraft Mechanic II		25.96
23023 - Aircraft Mechanic III		26.84
23040 - Aircraft Mechanic Helper		19.90
23050 - Aircraft, Painter		25.66
23060 - Aircraft Servicer		22.31
23070 - Aircraft Survival Flight Equipment Technician		25.66
23080 - Aircraft Worker		23.26

23091 - Aircrew Life Support Equipment (ALSE) Mechanic I	23.26
23092 - Aircrew Life Support Equipment (ALSE) Mechanic II	25.21
23110 - Appliance Mechanic	23.53
23120 - Bicycle Repairer	20.76
23125 - Cable Splicer	25.21
23130 - Carpenter, Maintenance	23.21
23140 - Carpet Layer	22.75
23160 - Electrician, Maintenance	31.87
23181 - Electronics Technician Maintenance I	23.26
23182 - Electronics Technician Maintenance II	24.06
23183 - Electronics Technician Maintenance III	25.21
23260 - Fabric Worker	22.31
23290 - Fire Alarm System Mechanic	25.21
23310 - Fire Extinguisher Repairer	21.22
23311 - Fuel Distribution System Mechanic	25.21
23312 - Fuel Distribution System Operator	21.22
23370 - General Maintenance Worker	18.58
23380 - Ground Support Equipment Mechanic	25.21
23381 - Ground Support Equipment Servicer	22.31
23382 - Ground Support Equipment Worker	23.26
23391 - Gunsmith I	21.22
23392 - Gunsmith II	23.26
23393 - Gunsmith III	25.21
23410 - Heating, Ventilation And Air-Conditioning Mechanic	26.57
23411 - Heating, Ventilation And Air Contidioning Mechanic (Research Facility)	27.36
23430 - Heavy Equipment Mechanic	22.78
23440 - Heavy Equipment Operator	25.93
23460 - Instrument Mechanic	25.21
23465 - Laboratory/Shelter Mechanic	24.06
23470 - Laborer	15.09
23510 - Locksmith	24.06
23530 - Machinery Maintenance Mechanic	25.13
23550 - Machinist, Maintenance	23.04
23580 - Maintenance Trades Helper	19.47
23591 - Metrology Technician I	25.21
23592 - Metrology Technician II	25.96
23593 - Metrology Technician III	26.84
23640 - Millwright	35.27
23710 - Office Appliance Repairer	24.06
23760 - Painter, Maintenance	21.10
23790 - Pipefitter, Maintenance	30.12
23810 - Plumber, Maintenance	27.95
23820 - Pneudraulic Systems Mechanic	25.21
23850 - Rigger	25.21
23870 - Scale Mechanic	23.26
23890 - Sheet-Metal Worker, Maintenance	26.30
23910 - Small Engine Mechanic	23.26
23931 - Telecommunications Mechanic I	27.43
23932 - Telecommunications Mechanic II	28.24
23950 - Telephone Lineman	25.21
23960 - Welder, Combination, Maintenance	22.10
23965 - Well Driller	25.21
23970 - Woodcraft Worker	25.21
23980 - Woodworker	21.22
24000 - Personal Needs Occupations	
24550 - Case Manager	14.07
24570 - Child Care Attendant	9.66
24580 - Child Care Center Clerk	12.05



24610 - Chore Aide	10.65
24620 - Family Readiness And Support Services Coordinator	14.07
24630 - Homemaker	14.07
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	25.21
25040 - Sewage Plant Operator	23.00
25070 - Stationary Engineer	25.21
25190 - Ventilation Equipment Tender	19.90
25210 - Water Treatment Plant Operator	23.00
27000 - Protective Service Occupations	
27004 - Alarm Monitor	20.05
27007 - Baggage Inspector	12.87
27008 - Corrections Officer	22.48
27010 - Court Security Officer	22.70
27030 - Detection Dog Handler	17.04
27040 - Detention Officer	22.48
27070 - Firefighter	20.58
27101 - Guard I	12.87
27102 - Guard II	17.04
27131 - Police Officer I	23.25
27132 - Police Officer II	25.85
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	11.71
28042 - Carnival Equipment Repairer	12.49
28043 - Carnival Worker	10.00
28210 - Gate Attendant/Gate Tender	15.40
28310 - Lifeguard	12.71
28350 - Park Attendant (Aide)	17.23
28510 - Recreation Aide/Health Facility Attendant	13.43
28515 - Recreation Specialist	19.25
28630 - Sports Official	13.72
28690 - Swimming Pool Operator	19.46
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	27.72
29020 - Hatch Tender	27.72
29030 - Line Handler	27.72
29041 - Stevedore I	26.93
29042 - Stevedore II	28.96
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	38.15
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	26.30
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	28.97
30021 - Archeological Technician I	17.25
30022 - Archeological Technician II	19.29
30023 - Archeological Technician III	23.43
30030 - Cartographic Technician	23.91
30040 - Civil Engineering Technician	22.31
30051 - Cryogenic Technician I	24.16
30052 - Cryogenic Technician II	26.69
30061 - Drafter/CAD Operator I	17.25
30062 - Drafter/CAD Operator II	19.29
30063 - Drafter/CAD Operator III	21.51
30064 - Drafter/CAD Operator IV	26.47
30081 - Engineering Technician I	16.36
30082 - Engineering Technician II	18.36
30083 - Engineering Technician III	20.53
30084 - Engineering Technician IV	25.45
30085 - Engineering Technician V	31.13
30086 - Engineering Technician VI	37.66
30090 - Environmental Technician	23.91
30095 - Evidence Control Specialist	21.80

30210 - Laboratory Technician	21.97
30221 - Latent Fingerprint Technician I	24.16
30222 - Latent Fingerprint Technician II	26.69
30240 - Mathematical Technician	23.91
30361 - Paralegal/Legal Assistant I	19.18
30362 - Paralegal/Legal Assistant II	23.75
30363 - Paralegal/Legal Assistant III	29.06
30364 - Paralegal/Legal Assistant IV	35.16
30375 - Petroleum Supply Specialist	26.69
30390 - Photo-Optics Technician	23.91
30395 - Radiation Control Technician	26.69
30461 - Technical Writer I	23.33
30462 - Technical Writer II	28.56
30463 - Technical Writer III	33.42
30491 - Unexploded Ordnance (UXO) Technician I	24.24
30492 - Unexploded Ordnance (UXO) Technician II	29.33
30493 - Unexploded Ordnance (UXO) Technician III	35.16
30494 - Unexploded (UXO) Safety Escort	24.24
30495 - Unexploded (UXO) Sweep Personnel	24.24
30501 - Weather Forecaster I	26.47
30502 - Weather Forecaster II	32.20
30620 - Weather Observer, Combined Upper Air Or	(see 2) 21.51
Surface Programs	
30621 - Weather Observer, Senior	(see 2) 23.42
31000 - Transportation/Mobile Equipment Operation Occupations	
31010 - Airplane Pilot	29.33
31020 - Bus Aide	14.79
31030 - Bus Driver	18.65
31043 - Driver Courier	16.61
31260 - Parking and Lot Attendant	13.65
31290 - Shuttle Bus Driver	17.71
31310 - Taxi Driver	13.95
31361 - Truckdriver, Light	17.71
31362 - Truckdriver, Medium	18.62
31363 - Truckdriver, Heavy	19.94
31364 - Truckdriver, Tractor-Trailer	19.94
99000 - Miscellaneous Occupations	
99020 - Cabin Safety Specialist	14.30
99030 - Cashier	9.40
99050 - Desk Clerk	10.48
99095 - Embalmer	31.98
99130 - Flight Follower	24.24
99251 - Laboratory Animal Caretaker I	13.31
99252 - Laboratory Animal Caretaker II	14.03
99260 - Marketing Analyst	24.32
99310 - Mortician	31.98
99410 - Pest Controller	24.81
99510 - Photofinishing Worker	12.74
99710 - Recycling Laborer	21.15
99711 - Recycling Specialist	24.40
99730 - Refuse Collector	19.52
99810 - Sales Clerk	10.46
99820 - School Crossing Guard	11.00
99830 - Survey Party Chief	20.05
99831 - Surveying Aide	11.46
99832 - Surveying Technician	17.13
99840 - Vending Machine Attendant	23.56
99841 - Vending Machine Repairer	25.91
99842 - Vending Machine Repairer Helper	23.56

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

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$4.48 per hour or \$179.20 per week or \$776.53 per month

HEALTH & WELFARE EO 13706: \$4.18 per hour, or \$167.20 per week, or \$724.53 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, 4 weeks after 15 years, and 5 weeks after 25 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 thirteen paid holidays per year: New Year's Day, Martin Luther King Jr's Birthday, Washington's Birthday, Good Friday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, Day after Thanksgiving, Christmas Eve, 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)).

## **D.2 Attachment Listing**

See attachment A – Saginaw Site Map on FBO.

## 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 INSTRUCTIONS FOR RFQ SUBMISSION

##### **OFFERORS SHALL INCLUDE THE FOLLOWING INFORMATION IN THEIR OFFER TO RECEIVE FULL CONSIDERATION FOR AWARD:**

1. Offer Form (Standard Form 1449) – Fill in and sign Block 30a, and also provide acknowledgement of any solicitation amendments.
2. Pricing – Offered pricing shall be submitted on the Schedule of Services. Each proposal must include an offer to provide all basic services/supplies required.

All requests for information/questions must be submitted via email to [christopher.gundy@va.gov](mailto:christopher.gundy@va.gov) and received by the contracting officer, no later than the date and time specified in Block 20 of the SF1449.

**All offers must be submitted in electronic format to the Contracting Officer**, by the date and time specified in Block 8 of the SF 1449, via email to [christopher.gundy@va.gov](mailto:christopher.gundy@va.gov). All offers must be viewable using Microsoft Office products or Adobe Reader. **Hard copy offers or offers submitted by fax will not be accepted.**

#### **PROPOSAL REQUIREMENTS**

The offeror's proposal must include the following sections, in addition to any other requirements stated in this solicitation.

**1. Technical Capability** - Offerors shall provide the following information/documentation in order to demonstrate their Technical Capability to perform the tasks required in the Statement of Work:

- a) The contractor shall provide evidence that they are capable of meeting all performance requirements of the Statement of Work to include process and procedures used for pest control services.
- b) Provide certification to operate in pest control field in the State of Michigan.

**Technical Capability shall be provided and labelled as “Exhibit A – Technical Capability.”**

## **2. Evidence of Successful Past Performance**

- Identify any federal, state and local government contracts as well as any private/commercial contracts of similar scope, size, and complexity for document pest control services within the past two years. Include the following information for each contract:
  - Company Name and address;
  - Types of services performed;
  - Name, telephone number or e-mail address of responsible individuals who have firsthand knowledge of performance relative to the same type of services;
  - Dates of contract performance and;
  - Total contract value
  - Customer Satisfaction scores or ratings

### **Evidence of Successful Past Performance shall be provided and labelled as “Exhibit B – Past Performance.”**

Past performance information is one indicator of an offeror’s ability to perform the contract successfully. Current and relevant information, source of information, context of data, and general trends in Contractor’s performance shall be considered as it pertains to the performance of work described in this solicitation. Offerors may provide information on problems encountered on identified contracts and the offeror’s corrective action. The Government shall consider this information as well as information obtained from any other sources when evaluating the offeror’s past performance.

In accordance with FAR 15.305, offerors with no relevant past performance or whom information is not available, shall not be evaluated favorably or unfavorably on past performance. However, the proposal of an offeror with no relevant past performance may not represent the most advantageous proposal to the Government.

## **E.2 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.3 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)

### **E.4 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)

<b><u>FAR Number</u></b>	<b><u>Title</u></b>	<b><u>Date</u></b>
52.204-16	COMMERCIAL AND GOVERNMENT ENTITY CODE REPORTING	JUL 2016

(End of Addendum to 52.212-1)

### **E.5 52.212-2 EVALUATION—COMMERCIAL ITEMS (OCT 2014)**

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

Technical  
Past Performance  
Price

All evaluation factors other than cost or price, when combined, are significantly more important than cost or price.

(b) *Options.* The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. The Government may determine that an offer is unacceptable if the option prices are significantly unbalanced. 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.6 52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS— COMMERCIAL ITEMS (NOV 2017)**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- (1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;
- (2) Are conducted pursuant to specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;
- (3) Consist of providing goods or services to marginalized populations of Sudan;
- (4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;
- (5) Consist of providing goods or services that are used only to promote health or education; or
- (6) Have been voluntarily suspended.

“Sensitive technology”—

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

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

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

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

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

(1) Means a small business concern—

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

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

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

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

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

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

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

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

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

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

(1) Directly by a parent corporation; or

(2) Through another subsidiary of a parent corporation.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(e) *Certification Regarding Payments to Influence Federal Transactions* (31 U.S.C. 1352). (Applies only if the contract is expected to exceed \$150,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract. If any registrants under the Lobbying

Disclosure Act of 1995 have made a lobbying contact on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The offeror need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.

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

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

(2) Foreign End Products:

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

*[List as necessary]*

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

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

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

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



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

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

*[List as necessary]*

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

Other Foreign End Products:

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

*[List as necessary]*

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

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

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

Canadian End Products:

Line Item No.
_____
_____
_____

*[List as necessary]*

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

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

Canadian or Israeli End Products:

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

*[List as necessary]*

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

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

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

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

*[List as necessary]*

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

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

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

Other End Products:

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

[List as necessary]

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

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

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

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

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

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

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

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

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

(ii) *Examples.*

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

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

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

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

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

(1) *Listed end products.*

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

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

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

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

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

(2) ☐ Outside the United States.

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

(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)