

Request for Quote: 36C25619Q1193

1. This is a combined synopsis/solicitation for commercial items prepared in accordance with the format in Federal Acquisition Regulation (FAR) subpart 12.6, in conjunction with FAR Part 13.5, Simplified Procedures for Certain Commercial Items as supplemented with additional information included in this notice. This announcement constitutes the only solicitation; quotes are being requested and a written solicitation will not be issued. This requirement will be evaluated under the lowest price technically acceptable evaluation methodology.

2. The Request for Quote number is 36C25619Q1193.

3. Solicitation document and incorporated provisions and clauses are those in effect through Federal Acquisition Circular 2019-02 (effective 05/06/2019).

4. This requirement is a total small business set-aside. The North American Industry Classification System number is 811310 with a size standard of \$7,500,000.00.

5. Place of Performance:

Micheal E. DeBakey Veterans Affairs Medical Center
2002 Holcombe Blvd
Houston, Texas 77030-4298

6. Period of Performance:

The contractor shall provide the requested services within 60 days from the effective date of award.

7. The provision at FAR 52.212-1, Addendum to Instructions to Offerors-Commercial, applies to this acquisition.

8. The provision at FAR 52.212-2, Addendum Evaluation-Commercial Items applies to this acquisition. See FAR 52.212-2 Addendum for additional information. **Please review the section entitled Teaming Agreements for additional information on required information for Contractor Team Arrangements and Joint Ventures.**

9. Questions regarding this solicitation shall be submitted via email to Contract Specialist, Orlando Whitaker at Orlando.whitaker@va.gov no later than 11:00A.M. Central Standard Time on September 19, 2019.

10. COMPLETING A QUOTE FOR SUBMITTAL

a. The Offeror shall provide the name, title, address, email address and telephone number of the company/division point of contact regarding business decisions made with respect to the quote and who can contractually obligate the company. The Offeror shall identify those individuals authorized to negotiate with the Government.

b. Pricing for each CLIN must be submitted in the proper format. The proper format consists of $QUANTITY * UNIT PRICE = AMOUNT/NET AMOUNT$. In the event there is a discrepancy in the calculation, the UNIT PRICE will be held to the intended price multiplied by the QUANTITY. If the offeror shows only the AMOUNT/NET AMOUNT, but fails to enter a UNIT PRICE, the AMOUNT/NET AMOUNT divided by the QUANTITY will be held to be the intended price.

c. You must submit a technical approach with your quote to be considered for award. Your technical quote shall address whether you are subcontracting this effort or performing as the prime, your approach to how will you accomplish these services, technical capability/expertise, manpower, schedule, and resources available to provide these services. Failure to provide this information may render your quote unacceptable. Please review the section entitled Teaming Agreements for additional information on required information for Contractor Team Arrangements and Joint Ventures.

Subcontracting Limitations: In accordance with FAR 52.219-14, this requirement is subject to the limitation on subcontracting requirements in 13 CFR 125.6. This requirement is for services. The small business Contractor shall not pay more than 50% of the amount paid by the Government to its subcontractors that are not small business owned Contractors. Any work that a small business owned subcontractor further subcontracts will count towards the 50% subcontract amount that cannot be exceeded. Evidence of the small business owned prime contractor's 50% should be clearly stated in your technical approach.

11. All services shall be performed in accordance with the Performance Work Statement (PWS).

12. Offeror must submit both a Technical Approach and Price. See FAR Clause 52.212-2 Addendum for basis for award.

13. All offers shall remain valid for 120 calendar days.

14. Quotes are due no later than September 26, 2019 at 11:00A.M. Central Standard Time and shall be submitted electronically via e-mail to the Contract Specialist, Orlando Whitaker at Orlando.whitaker@va.gov and the Contracting Officer, Mr. Anthony Marion at Anthony.Marion2@va.gov.

SECTION B - CONTINUATION OF SF 1449 BLOCKS**CONTRACT ADMINISTRATION DATA**

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

a. CONTRACTOR:

b. GOVERNMENT: Contracting Officer 36C256

Department of Veterans Affairs
Network Contracting Office 16
Michael E. DeBakey VA Medical Center
2002 Holcombe BLVD
Houston TX 77030 4298

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.

Department of Veterans Affairs
Financial Service Center
PO Box 149971
Austin TX 78714-9971

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

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

B.1 PRICE/COST SCHEDULE**ITEM INFORMATION**

| ITEM NUMBER | DESCRIPTION OF SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|----------------|---|----------|------|------------|--------|
| 0001 | 12.00 MO The Contractor shall provide all parts, labor, transportation, software updates, OEM trained personnel, supervision, materials, supplies, training and full service/maintenance to include preventative maintenance in accordance with the Performance Work Statement. Contract Period: Base POP Begin: 11-04-2019 POP End: 11-03-2020 | | | | |
| 0002 | 1.00 LT All parts and software to provide on-site scheduled service for the Boiler Plant and systems. Shall not exceed \$25,000.00. The Contractor shall receive approval to purchase all parts and software from the Contracting Officer Representative. Contract Period: Base POP Begin: 11-04-2019 POP End: 11-03-2020 | | | | |
| 1001 | 12.00 MO The Contractor shall provide all parts, labor, transportation, software updates, OEM trained personnel, supervision, materials, supplies, training and full service/maintenance to include preventative maintenance in accordance with the Performance Work Statement. Contract Period: Option 1 POP Begin: 11-04-2020 POP End: 11-03-2021 | | | | |
| 1002 | 1.00 LT All parts and software to provide on-site scheduled service for the Boiler Plant and systems. Shall not exceed \$25,000.00. The Contractor shall receive approval to purchase all parts and software from the Contracting Officer Representative. Contract Period: Option 1 POP Begin: 11-04-2020 POP End: 11-03-2021 | | | | |
| 2001 | 12.00 MO The Contractor shall provide all parts, labor, transportation, software updates, OEM trained personnel, supervision, materials, supplies, training and full service/maintenance to include preventative maintenance in accordance with the Performance Work Statement. Contract Period: Option 2 POP Begin: 11-04-2021 POP End: 11-03-2022 | | | | |
| 2002 | 1.00 LT All parts and software to provide on-site scheduled service for the Boiler Plant and systems. Shall not exceed \$25,000.00. The Contractor shall | | | | |

| | | | |
|-------------|----------|---|--|
| | | receive approval to purchase all parts and software from the Contracting Officer Representative. Contract Period: Option 2 POP Begin: 11-04-2021 POP End: 11-03-2022 | |
| 3001 | 12.00 MO | The Contractor shall provide all parts, labor, transportation, software updates, OEM trained personnel, supervision, materials, supplies, training and full service/maintenance to include preventative maintenance in accordance with the Performance Work Statement. Contract Period: Option 3 POP Begin: 11-04-2022 POP End: 11-03-2023 | |
| 3002 | 1.00 LT | All parts and software to provide on-site scheduled service for the Boiler Plant and systems. Shall not exceed \$25,000.00. The Contractor shall receive approval to purchase all parts and software from the Contracting Officer Representative. Contract Period: Option 3 POP Begin: 11-04-2022 POP End: 11-03-2023 | |
| 4001 | 12.00 MO | The Contractor shall provide all parts, labor, transportation, software updates, OEM trained personnel, supervision, materials, supplies, training and full service/maintenance to include preventative maintenance in accordance with the Performance Work Statement. Contract Period: Option 4 POP Begin: 11-04-2023 POP End: 11-03-2024 | |
| 4002 | 1.00 LT | All parts and software to provide on-site scheduled service for the Boiler Plant and systems. Shall not exceed \$25,000.00. The Contractor shall receive approval to purchase all parts and software from the Contracting Officer Representative. Contract Period: Option 4 POP Begin: 11-04-2023 POP End: 11-03-2024 | |
| | | GRAND TOTAL | |

Except when it is determined in accordance with FAR 17.206(b) not to be in the Government's best interests, the Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. This includes options under FAR 52.217-8, Option to Extend Services, which applies to this solicitation. Evaluation of options under FAR 52.217-8 will be accomplished by using the prices offered for the last option period to determine the price for a 6-month option period, which will be added to the base and other option years to arrive at the total price. Evaluation of options will not obligate the Government to exercise the option(s).

B.2 PERFORMANCE WORK STATEMENT

PERFORMANCE WORK STATEMENT Boiler Plant Preventative Maintenance

1 DESCRIPTION OF SERVICES: The contractor shall provide all management, tools, supplies, equipment, capability, licenses, and personnel with original equipment manufacturer (OEM) training to provide complete Preventative Maintenance (PM service), routine and emergency repair service for Government owned boilers and associated equipment in accordance with this Performance Work Statement (PWS). PM service, routine and emergency repair includes provided a certified high-pressure welder(with an ® certification stamp). Boiler Plant Preventive Maintenance shall be in accordance with Veterans Affairs (VA) Directive 1810 dated February 6, 2017, VHA Boiler Plant Safety Device Testing Manual, NFPA 85A recommendations including on each boiler, and all the manufacturers requirements, industry standards and statutory requirements. These services shall be provided at the Michael E. DeBakey VA Medical Center (MEDVAMC) in Houston, Texas.

1.1 PERIOD OF PERFORMANCE The period of performance is 12 months from the effective date of award, plus four twelve-month option periods.

1.2 SPECIFIC REQUIREMENTS

The contractor shall service the equipment listed below in accordance with the PWS:

| | | | |
|---|--|----|--|
| 1 | Boiler No. 1 (Hurst Firetube) | 6 | Preferred Utilities Burner Management |
| 2 | Boiler No. 2 (Hurst Firetube), | 7 | Weishaupt Burners |
| 3 | Boiler No. 3 (Hurst Firetube) | 8 | Preferred Utilities Control System |
| 4 | Boiler No. 4 (Clever Brooks Water Tube) | 9 | Preferred Utilities Devices. |
| 5 | Deaerator Tank and associated valves and piping (Advanced) | 10 | Condensate Tank and associated valves and piping (Ace Buehler) |

1.2.1 The contractor shall provide full service and maintenance to include PM service, routine and emergency repair service for Government owned Boilers number 1 (Hurst Firetube), number 2 (Hurst Firetube), number 3 (Hurst Firetube) and number 4 (Clever Brooks Water Tube) located at the MEDVAMC in Houston, Texas. Service shall include all parts, labor, transportation, software updates, OEM trained personnel, supervision, materials, supplies, training and all other associated costs. PM service shall be accomplished quarterly, on days coordinated with Contracting Officer Representative (COR). The contractor shall inspect, test, calibrate and service the equipment, as required in accordance with VA Directive 1810 dated February 6, 2017, manufacturer, industry, and statutory requirements, in order to prevent premature equipment failures and to extend equipment life. Services may be performed separate from or in conjunction with other services. This contract will also contain a \$25,000 per year parts rider to cover all parts, filters or items required to maintain boilers in operation to include labor for installation of parts.

1.2.2 The contractor shall possess the capability, OEM training, and personnel experience requirement of ten (10) years to perform services for all Government boilers, to include original equipment manufacturer

on the Preferred Utilities Burner Management System, Preferred Utilities Control System, Weishaupt Burners and Preferred Utilities Devices. Contractor shall submit resume and current training certificates with proposal.

1.2.3 The contractor shall provide full service/maintenance to include PM service, routine and emergency repair service for Government owned Deaerator Tank (Advanced Manufacturing) and associated valves and piping and Condensate Storage Tank (Ace Buehler) and associated valves and piping located at the MEDVAMC in Houston, Texas. Service shall include all parts, labor, transportation, software updates, OEM trained personnel, supervision, materials, supplies, training and all other associated costs. PM's shall be accomplished Quarterly, on days coordinated with Contracting Officer Representative (COR). Contractor shall inspect, test, calibrate and service the equipment, as required in accordance with VA Directive 1810 dated February 6, 2017, manufacturer, industry, and statutory requirements, in order to prevent premature equipment failures and to extend equipment life. Services may be performed separate from or in conjunction with other services.

1.2.4 The contractor shall provide full service/maintenance to include preventative maintenance (hereafter called PM service), routine and emergency repair service for Government owned Fuel Oil pumping systems including all pumps and all associated piping and valves located at the Michael E DeBakey VA Medical Center MEDVAMC in Houston, Texas. Service shall include all parts, labor, transportation, OEM trained personnel, supervision, materials, supplies, training and all other associated costs. PM's shall be accomplished quarterly, on days coordinated with the COR. Contractor shall inspect, test, calibrate and service the equipment, as required in accordance with VA Directive 1810 dated February 6, 2017, manufacturer, industry, and statutory requirements, in order to prevent premature equipment failures and to extend equipment life. Services may be performed separate from or in conjunction with other services.

1.2.5 The contractor shall provide a PM checklist and Quality Assurance Surveillance Plan (QASP). PM checklist shall clearly state the Contractor personnel for all PM visits. Upon award PM checklist shall be prepared and submitted to the COR for approval. Once approved the completed checklist will be submitted to the COR after each PM is completed by the contractor. This checklist will clearly indicate all PM's that were performed and note any deficiencies or discrepancies and what the contractor did to address each deficiency or discrepancy.

1.2.6 PM service shall be scheduled with the COR during normal business hours. Normal hours of operation at VA are Monday through Friday, 7:00 AM to 4:30 PM excluding federal holidays. Excluding Government holidays, any scheduled work at the Government site shall not take place on federal holidays or weekends unless directed by the Contracting Officer (CO). VA follows all federal holidays that are set by law (USC Title 5 Section 6103).

1.2.7 The Contractor shall inform the COR and provide any original equipment manufacturer (OEM) updates and to incorporate updates which are required by the OEM to ensure performance to current product specifications. OEM updates shall be accomplished during PM visits. The contractor shall inform the COR of any optional updates provided by the OEM and offer to provide these to the Government. The price for the update will be negotiated at the time of offer by the CO.

1.2.8 The contractor shall provide a telephone number where they can be reached, or a message left for emergency repair requests 24 hours per day, seven days per week (notification time, as stated in this contract, shall be considered to have been given at the time a message is left, or a call received):

CONTACT PERSON (Required) _____
TELEPHONE NUMBER: _____

1.2.9 The contractor shall respond to all emergency repair service requests within 2 hours by telephone, from the time of the initial telephone call received by the COR or their designee. If the problem cannot be

resolved by telephone the contractor shall make an on-site visit in person within 4 hours of the verbal request to do so.

1.2.10 Upon arrival at the medical center, the contractor shall check in with the COR or their designee. The contractor shall wear their Identification Badge visibly upon their person, between the height of the waist and shoulders. The contractor shall return to the COR or their designee to check out at the completion of the service. Failure to wear the required badge may result in removal from the medical center.

1.2.11 Service calls shall be deemed to be ROUTINE by the Government, the service call will be scheduled by the COR, making every effort to arrange this repair service at a time convenient to both the contractor and the VA.

1.2.12 The contractor shall respond to all emergency repair service requests within 2 hours by telephone, from the time of the initial telephone call received by the COR or their designee. If the problem cannot be resolved by telephone the contractor shall make an on-site visit in person within 4 hours of the verbal request to do so. The contractor shall bring the proper tools, equipment, and parts as appropriate for the problem described. Should parts not be available immediately, the contractor shall notify the COR or designee, and obtain these unavailable parts in the most expeditious manner available.

1.2.13 Routine or PM visits shall not be canceled once scheduled without the prior coordination with the COR.

1.2.14 Should the contractor determine that the damage or needed repair has been caused through the fault or negligence of the VA; the contractor shall receive the COR or designee concurrence before proceeding. The contractor shall notify the COR who will notify the Contracting Officer in writing of the repair required and will request approval.

1.2.15 This contract will contain a \$25,000.00 per year Other Direct Costs (ODC) Contract Line Item Number (CLIN) to cover all parts, filters or items required to maintain boilers in operation to include labor for installation of parts. All work done under this CLIN must first be approved in writing by the COR. The contractor will submit a proposal for all work done under this parts rider to the COR for approval prior to doing any of the work. When the work is approved and completed the contractor shall submit to the COR a report of all work including total cost and detailing the work that was performed. Parts replaced under this contract shall be new OEM specifications and shall be warranted against defects in material and workmanship during the term of this contract or 90 days, whichever is longer. Parts replaced shall become the sole property of the Government.

1.2.16 The contractor shall provide a service report, which includes both the Contract Number and the Purchase Order Number each time the Contractor accomplishes routine or emergency repairs. Contractor shall use the approved PM checklist for accomplished PM service reports for all required PMs. Failure to submit the service report shall result in a delay in payment.

1.2.17 The contractor shall submit a service log to the COR. The contractor shall maintain a service log for each piece of equipment listed for the facility boiler equipment list. Upon arriving at the equipment site, contractor personnel shall log in their name and the time of arrival. Prior to departure from the site for the day, contractor personnel shall log out by entering the time of departure and ensuring all required information is written in the log.

1.2.18 The Government shall not furnish any supplies, consumables, refinishing (painting) the equipment or furnishing materials, or electrical repairs external to the equipment.

1.2.19 The contractor shall provide personnel technicians that have successfully completed service and training from the original equipment manufacturer or a manufacturer accredited school and shall have a

minimum of ten (5) years of experience on the equipment to be maintained. A list of contractor personnel with resumes and current Certificate of Training shall be submitted with proposal. Any change in contractor personnel during the course of the awarded contract shall be approved by the Contracting Officer. Documentation shall be provided and approved prior to the performance of any maintenance and/or repairs under this contract by contractor personnel. The contractor shall not allow any unqualified individual to perform maintenance and/or repair of any equipment under this contract.

2 GENERAL INFORMATION:

2.1 HOURS OF OPERATION:

Services shall be performed during the VA normal business hours, 8:00 a.m. through 4:30 p.m., Monday through Friday, excluding Federal holidays any scheduled work at the Government site shall not take place on Federal holidays or weekends unless directed by the Contracting Officer (CO). VA follows all Federal holidays that are set by law (USC Title 5 Section 6103).

The Government hereby provides notice and Contractor hereby acknowledges receipt that Government personnel observe the listed days as holidays:

| | |
|-------------------------------|-----------------------------|
| New Year's Day | January 1 |
| Martin Luther King's Birthday | Third Monday in January |
| President's Birthday | Third Monday in February |
| Memorial Day | Last Monday in May |
| Independence Day | July 4 |
| Labor Day | First Monday in September |
| Columbus Day | Second Monday in October |
| Veterans Day | November 11 |
| Thanksgiving Day | Fourth Thursday in November |
| Christmas | December 25 |

In addition to the days designated as holidays, the Government observes the following days:

1. Any other day designated by Executive Order;
2. Any other day designated by the President's Proclamation; and
3. Any other day designated by Federal Statute.

2.1.1 PLACE OF PERFORMANCE

Micheal E. DeBakey Veterans Affairs Medical Center
2002 Holcombe Blvd
Houston, Texas 77030-4298

2.2 SPECIAL CONTRACT REQUIREMENTS:

HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA

A. DEFINITION "Hazardous material is defined in Federal Standard No. 313B. (Federal Standards are sold to the public through: General Services Administration (3FFN), Room 6622, 7th & D Sts., S.W., Washington, D.C. 20407).

B. GENERAL

I. The Occupational Safety and Health Administration (OSHA) is responsible for issuing and

administering regulations that require Government activities to apprise their employees of:

- a. All hazards to which they may be exposed;
- b. Relative symptoms and appropriate emergency treatment; and
- c. Proper conditions and precautions for safe use and exposure.

II. Contractors and their subcontractors of any tier are required to submit hazardous material data for all hazardous materials that they bring on site or have delivered to the medical center. Federal Standard No. 313B (Safety Data Sheets, Preparation and the Submission of) includes criteria for identification of hazardous materials. The Standard also prescribes Department of Labor Form OSHA-20 for use with Government contracts.

III. Contractors shall submit hazardous material identification on the following:

- a. All items in, or ordinarily catalogued under, the Federal Supply Classes listed in Table 1 of Appendix A of Federal Standard No. 313B.
- b. Items having hazardous characteristics in the Federal Supply Classes listed in Table II of Appendix A of Federal Standard No. 313B.
- c. Any other material designated by a Government technical representative as potentially hazardous and requiring safety controls.

IV. COMPLIANCE FAILURE

Failure to comply with the above requirements in this section, shall be cause for termination in accordance with Default clause listed within the contract.

V. PERSONAL PROTECTIVE EQUIPMENT (PPE)

Contractors, their employee's and subcontractors of any tier are required to wear personal protective equipment (PPE) in accordance with OSHA Act, 1971 and other Federal, State and Local regulations. Personnel observed in violation of these regulations may be subject to removal from the medical center. The Government assumes no responsibility for injury of contract personnel or subcontractors of any tier if the injury is a direct result of noncompliance or disregard for these regulations.

VI. The Contractor shall provide Required Inspections and Operational Tests. Tests shall be conducted quarterly in accordance with VHA Directive 1810 dated February 6, 2017.

2.3 FREQUENCY OF SERVICES:

Key to Frequency Abbreviations

- (1) M = Monthly
- (2) 6M = Once every 6 months
- (3) Y = Once per year.
- (4) 6Y = Once every 6 years.

Frequency Chart

Item

Frequency

| | |
|---|----|
| (1) High pressure boilers (above 15 psig): Inspect furnace and other internal surfaces, closures and accessories. | Y |
| (2) High pressure boilers (above 15 psig): Inspect exterior of Unit, casing, supports, closures, accessories, valves, controls. | Y |
| (3) Deaerator: Inspection and wet magnetic particle testing of welds of pressure vessel interior. | 6Y |
| (4) All Boiler for fouling and combustion gas flow check. | Y |
| (5) Tube leak check on all boiler types | Y |

NOTE: Items 1 through 5 in this table must be accomplished by a Documented Qualified Professional Inspector. Items 6 through 12 must be accomplished by a qualified inspector as determined by local VA medical facility management staff. Such a determination must be carefully made for each item.

| <u>Item</u> | <u>Frequency</u> |
|---|------------------|
| (6) Deaerator: Interior cleaning and visual inspection. | Y |
| (7) Adjust burner combustion settings and calibrate oxygen trim. | 6M |
| (8) Check vibration of burner fans. | 6M |
| (9) Calibrate instrumentation, monitoring, and control systems | 6M |
| (10) Calibrate pressure gauges and thermometers | Y |
| (11) Operational Testing of Boiler Safety Devices | Y |
| (a) Low-water cutoff (slow drain) | M |
| (b) Fire each boiler and the pilot on the alternate fuel for one-hour | M |
| (c) Low-water cutoff shunt switch | M |
| (d) Auxiliary low-water cut-off (slow drain) | M |
| (e) Auxiliary low-water cut-off shunt switch | M |
| (t) High-water alarm | M |
| (g) Low-water alarm | M |
| (h) High-steam pressure cut-out (recycle) | 6M |
| (i) High-steam pressure cut-out (non-recycle) | 6M |
| (j) Steam safety valves (raise boiler pressure until valve pops) | 6M |

| | |
|---|----|
| (k) Steam safety valves (accumulation test at high fire) | Y |
| (l) Flame scanner | M |
| (m) Check gas vent for leaks | 6M |
| (n) High-gas fuel pressure cut-off | 6M |
| (o) Low-gas fuel pressure cut-off | 6M |
| (p) Gas fuel safety shut off valves proof of closure | 6M |
| (q) Leak test gas flue) safety shut off valves | 6M |
| (r) High-fuel oil temperature cut-off (heated fuel) | 6M |
| (s) Low-fuel oil temperature cut-off (heated fuel) | 6M |
| (t) Low-atomizing pressure for fuel oil | 6M |
| (u) High-fuel oil pressure cut-off | 6M |
| (v) Low-fuel oil pressure cut-off | 6M |
| (w) Fuel oil safety shut off valves proof of closure | 6M |
| (x) Leak test fuel oil safety shut off valves | 6M |
| (y) Check operation of Liquid Petroleum Gas pilot | 6M |
| (z) Low-pilot gas pressure cut-out | 6M |
| (aa) Forced draft fan motor interlock | 6M |
| (bb) Forced draft fan damper wide open for purge | 6M |
| (cc) Boiler outlet damper wide open for purge | 6M |
| {dd) Purge airflow interlock | 6M |
| (ee) Timing for pre-purge | 6M |
| (ff) Timing for post-purge | 6M |
| (gg) Igniter timing | 6M |
| (hh) Low fire position interlock | 6M |
| (ii) Combustion air interlock | 6M |
| (jj) Main flame out; i.e., time to close valves | 6M |
| (kk) Ignition flame out; i.e., it is time to close valves | 6M |
| (ll) Minimum igniter flame test | 6M |
| (mm) Scanner not sensing ignition spark | 6M |
| (nn) Low-oxygen alarm and/or cut-out | 6M |

| | |
|---|----|
| (oo) Pre-purge setting of flue gas recirculation damper | 6M |
| (pp) Interlock of building outside air damper with burner control | 6M |
| (qq) Burner control | 6M |

***NOTE:** The preceding safety devices are essential for ensuring the safest possible operation. Any boilers not so equipped must be immediately programmed for retrofit, with priority given to providing two low water cutoffs per boiler and two fuel safety shut off valves per fuel per boiler.*

(13) Boiler Plant Safety and Operational Duties

| | |
|--|----|
| (a) Check furnace pressure | 6M |
| (b) Check combustion gas leaks into boiler room | 6M |
| (c) Clean waterside of boilers | Y |
| (d) Clean fireside and repair refractory | Y |
| (e) Operation of deaerator high and low water alarms | M |
| (t) Operation of Deaerator steam pressure or temperature control | M |
| (g) Operation of condensate storage tank high and low water alarms | M |
| (h) Operation of all other alarm devices | M |

(14) The Contractor shall set up proper fuel/air ratio at minimum fire and at established increments from minimum fire, 50% and 100% firing rate and back to minimum. The Contractor shall fire to obtain smooth, efficient transition from one firing rate to another. Adjustment shall be made as required to obtain proper boiler output (steam production), desired excess air and acceptable flame patterns and confines.

(15) The Contractor shall test and calibrate all temperature indicators steam flow transmitters and recorders, feedwater flow, temperature and pressure transmitters and recorders, boiler temperature and pressure gauges, flue gas recorders, square root extractors, O₂ analyzer and recorders, Boiler Master and submaster control and transmitters, boiler drum level controls and transmitters, gas pressure transmitter and receiver gauge, fuel oil pressure transmitter and receiver gauge and draft actuator and control, one steam flow transmitter and totalizer in Bldg. 100, and boiler, Deaerator tank, PRV safety valves semiannually, as scheduled by Boiler Plant Foreman. Calibration data sheets will be completed for each instrument and a copy of each will be provided with the service report.

2.4 INVOICING:

All invoices shall be submitted in arrears, properly prepared in accordance with FAR 52.212-4, and contain sufficient details, and match with the service tickets for the work rendered.

VA's Electronic Invoice Presentment and Payment System – The FSC uses a third-party contractor, Tungsten, Vendor Electronic Invoice Submission Methods. Facsimile, e-mail, and scanned documents are not acceptable forms of submission for payment requests. Electronic form means an automated system transmitting information electronically according to the accepted electronic data transmission methods below:

- VA's Electronic Invoice Presentment and Payment System – The FSC uses a third-party contractor, Tungsten, to transition vendors from paper to electronic invoice submission. Please go to this website: <http://www.tungstennetwork.com/US/en/veterans-affairs/> to begin submitting electronic invoices, free of charge.
- A system that conforms to the X12 electronic data interchange (EDI) formats established by the Accredited Standards Center (ASC) chartered by the American National Standards Institute (ANSI). The X12 EDI Web site (<http://www.x12.org>).

These invoices shall be sent in arrears at the beginning of each month following the month in which the services were rendered and billed for. At a minimum all invoices shall include the following details:

Description of the services rendered

Billing period in which the services were rendered

Correct purchase order number which will be issued by the Contracting Officer after the contract is awarded. Invoices without correct purchase order number shall be rejected and returned to the Contractor.

Invoice number and date.

Payments shall be made in accordance with the prompt payment act out of the Government annual appropriated funds obligated in a purchase order which will be issued after the contract is awarded.

All invoices shall include all applicable required Service reports.

PERFORMANCE REQUIREMENTS SUMMARY:

The following Performance Requirement Services Summary identifies the performance objective and performance thresholds for critical tasks associated with providing support services for this requirement. The performance threshold briefly describes the minimum acceptable levels of service required for each requirement. The Performance Requirements Summary shall not take the place of the PWS. These thresholds are critical to mission success.

| Performance Objective | Standard | Performance Threshold Maximum Allowable Degree of deviation requirement | Method of Surveillance |
|------------------------------|--|--|---|
| 1. Basic Services | Maintenance of Boilers and associated equipment as outlined in the PWS | No deviations. All requirements mandated by law or regulation must be 100% compliant | 100 % inspection to ensure that all Government specific requirements are achieved |

| | | | |
|-----------------------------------|-------------------------------------|--|---|
| 2. Reports | Weekly Reports | 99% of the time | 100% inspection to ensure all Government specific requirements are achieved |
| 3. Emergency / Call back services | Response time within the time frame | 100 % of the time. No discrepancies are allowed. | 100% inspection to ensure that all Government specific requirements |

END OF THE PERFORMANCE WORK STATEMENT

SECTION C - CONTRACT CLAUSES

C.1 Gray Market Requirements

Parts: The Contractor shall furnish all replacement parts needed to keep the system operational during the contract period within specifications. The contractor shall utilize only OEM parts to meet contract requirements.

1. Gray Market Prevention

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

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

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

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

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

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

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

(End of Clause)

| <u>FAR Number</u> | <u>Title</u> | <u>Date</u> |
|-----------------------|--|-------------|
| 52.203-17 | CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS | APR 2014 |
| 52.204-4 | PRINTED OR COPIED DOUBLE-SIDED ON POSTCONSUMER FIBER CONTENT PAPER | MAY 2011 |
| 52.204-9 | PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL | JAN 2011 |

| | | |
|-----------|--|----------|
| 52.204-13 | SYSTEM FOR AWARD MANAGEMENT MAINTENANCE | OCT 2018 |
| 52.204-18 | COMMERCIAL AND GOVERNMENT ENTITY CODE MAINTENANCE | JUL 2016 |
| 52.228-5 | INSURANCE—WORK ON A GOVERNMENT INSTALLATION | JAN 1997 |
| 52.227-14 | RIGHTS IN DATA—GENERAL | MAY 2014 |
| 52.232-40 | PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS | DEC 2013 |
| 52.237-3 | CONTINUITY OF SERVICES | JAN 1991 |

C.3 SUPPLEMENTAL INSURANCE REQUIREMENTS

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

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

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

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

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

(End of Clause)

C.4 52.212-4 CONTRACT TERMS AND CONDITIONS—COMMERCIAL ITEMS (OCT 2018)

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

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

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

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

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

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

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

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

(g) *Invoice*.

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

- (i) Name and address of the Contractor;
- (ii) Invoice date and number;
- (iii) Contract number, line item number and, if applicable, the order number;
- (iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;
- (v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;
- (vi) Terms of any discount for prompt payment offered;
- (vii) Name and address of official to whom payment is to be sent;
- (viii) Name, title, and phone number of person to notify in event of defective invoice; and
- (ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.
- (x) Electronic funds transfer (EFT) banking information.

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

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

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

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

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

(i) Payment.—

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

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

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

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

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

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

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

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

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

(D) Contractor point of contact.

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

(6) *Interest.*

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

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

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

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

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

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

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

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

(A) The date fixed under this contract.

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

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

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

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

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

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

(j) *Risk of loss.* Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:

(1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or

(2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.

(k) *Taxes.* The contract price includes all applicable Federal, State, and local taxes and duties.

(l) *Termination for the Government's convenience.* The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

(m) *Termination for cause.* The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(n) *Title.* Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.

(o) *Warranty.* The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(p) *Limitation of liability.* Except as otherwise provided by an express warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.

(q) *Other compliances.* The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.

(r) *Compliance with laws unique to Government contracts.* The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. chapter 37, Contract Work Hours and Safety Standards; 41 U.S.C. chapter 87, Kickbacks; 41 U.S.C. 4712 and 10 U.S.C. 2409 relating to whistleblower protections; 49 U.S.C. 40118, Fly American; and 41 U.S.C. chapter 21 relating to procurement integrity.

(s) *Order of precedence.* Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order:

(1) The schedule of supplies/services.

(2) The Assignments, Disputes, Payments, Invoice, Other Compliances, Compliance with Laws Unique to Government Contracts, and Unauthorized Obligations paragraphs of this clause;

(3) The clause at 52.212-5.

(4) Addenda to this solicitation or contract, including any license agreements for computer software.

(5) Solicitation provisions if this is a solicitation.

(6) Other paragraphs of this clause.

(7) The Standard Form 1449.

(8) Other documents, exhibits, and attachments

(9) The specification.

(t) [Reserved]

(u) *Unauthorized Obligations.*

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

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

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

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

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

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

(End of Clause)

C.5 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS—COMMERCIAL ITEMS (MAY 2019)

(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) 52.204–23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (Jul 2018) (Section 1634 of Pub. L. 115–91).

(3) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (NOV 2015).

(4) 52.233-3, Protest After Award (Aug 1996) (31 U.S.C. 3553).

(5) 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 2018) (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 (Oct 2018) (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 (Oct 2018) (15 U.S.C. 637(d)(2) and (3)).
- ☐ (17)(i) 52.219-9, Small Business Subcontracting Plan (AUG 2018) (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 (JAN 2017) of 52.219-9.
- ☐ (v) Alternate IV (AUG 2018) 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)(i) 52.222-26, Equal Opportunity (SEP 2016) (E.O. 11246).

☐ (ii) Alternate I (FEB 1999) of 52.222-26.

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

☐ (ii) Alternate I (JULY 2014) of 52.222-35.

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

☐ (ii) Alternate I (JULY 2014) of 52.222-36.

☒ (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 (JAN 2019) (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 (AUG 2018) (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 (Oct 2018) (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)(13)).

☐ (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.

☐ (iii) Alternate II (FEB 2006) 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 (AUG 2018) (41 U.S.C. chapter 67).

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

Employee Class

Monetary Wage-Fringe Benefits

☒ (4) 52.222-43, Fair Labor Standards Act and Service Contract Labor Standards—Price Adjustment (Multiple Year and Option Contracts) (AUG 2018) (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).

(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) 52.204–23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (Jul 2018) (Section 1634 of Pub. L. 115–91).

(iv) 52.219–8, Utilization of Small Business Concerns (Oct 2018) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$700,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219–8 in lower tier subcontracts that offer subcontracting opportunities.

(v) 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.

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

- (vii) 52.222-26, Equal Opportunity (SEP 2016) (E.O. 11246).
- (viii) 52.222-35, Equal Opportunity for Veterans (OCT 2015) (38 U.S.C. 4212).
- (ix) 52.222-36, Equal Opportunity for Workers with Disabilities (JUL 2014) (29 U.S.C. 793).
- (x) 52.222-37, Employment Reports on Veterans (FEB 2016) (38 U.S.C. 4212).
- (xi) 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.
- (xii) 52.222-41, Service Contract Labor Standards (AUG 2018) (41 U.S.C. chapter 67).
- (xiii)(A) 52.222-50, Combating Trafficking in Persons (JAN 2019) (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).
- (xiv) 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).
- (xv) 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).
- (xvi) 52.222-54, Employment Eligibility Verification (OCT 2015) (E. O. 12989).
- (xvii) 52.222-55, Minimum Wages Under Executive Order 13658 (DEC 2015).
- (xviii) 52.222-62 Paid Sick Leave Under Executive Order 13706 (JAN 2017) (E.O. 13706).
- (xix)(A) 52.224-3, Privacy Training (JAN 2017) (5 U.S.C. 552a).
- (B) Alternate I (JAN 2017) of 52.224-3.
- (xx) 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).
- (xxi) 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.
- (xxii) 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)

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.6 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

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

(End of Clause)

C.7 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

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

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

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 60 months.

(End of Clause)

C.8 52.219-14 LIMITATIONS ON SUBCONTRACTING (JAN 2017)

(a) This clause does not apply to the unrestricted portion of a partial set-aside.

(b) *Applicability.* This clause applies only to—

(1) Contracts that have been set aside or reserved for small business concerns or 8(a) participants;

(2) Part or parts of a multiple-award contract that have been set aside for small business concerns or 8(a) participants; and

(3) Orders set aside for small business or 8(a) participants under multiple-award contracts as described in 8.405-5 and 16.505(b)(2)(i)(F).

(c) By submission of an offer and execution of a contract, the Offeror/Contractor agrees that in performance of the contract in the case of a contract for—

(1) *Services (except construction).* At least 50 percent of the cost of contract performance incurred for personnel shall be expended for employees of the concern.

(2) *Supplies (other than procurement from a nonmanufacturer of such supplies).* The concern shall perform work for at least 50 percent of the cost of manufacturing the supplies, not including the cost of materials.

(3) *General construction.* The concern will perform at least 15 percent of the cost of the contract, not including the cost of materials, with its own employees.

(4) *Construction by special trade contractors.* The concern will perform at least 25 percent of the cost of the contract, not including the cost of materials, with its own employees.

(End of Clause)

(End of Addendum to 52.212-4)

C.9 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.10 VAAR 852.211-70 EQUIPMENT OPERATION AND MAINTENANCE MANUALS (NOV 2018)

The Contractor shall follow standard commercial practices to furnish manual(s), handbook(s) or brochure(s) containing operation, installation, and maintenance instructions, including pictures or illustrations, schematics, and complete repair/test guides, as necessary, for technical medical equipment and devices, and/or other technical and mechanical equipment provided per CLIN(s). The manuals, handbooks or brochures shall be provided in hard copy, soft copy or with electronic access instructions, consistent with standard industry practices for the equipment or device. Where applicable, the manuals, handbooks or brochures will include electrical data and connection diagrams for all utilities. The documentation shall also contain a complete list of all replaceable parts showing part number, name, and quantity required.

(End of Clause)

C.11 VAAR 852.211-72 TECHNICAL INDUSTRY STANDARDS (NOV 2018)

(a) The Contractor shall conform to the standards established by: VA Directive 1810 dated February 6, 2017 and each applicable OEM requirement as to boiler and associated equipment maintenance.

(b) The Contractor shall submit proof of conformance to the standard. This proof may be a label or seal affixed to the equipment or supplies, warranting that the item(s) have been tested in accordance with the standards and meet the contract requirement. Proof may also be furnished by the organization listed above certifying that the item(s) furnished have been tested in accordance with and conform to the specified standards.

(c) Offerors may obtain the standards cited in this provision by submitting a request, including the solicitation number, title and number of the publication to:

(d) The offeror shall contact the Contracting Officer if response is not received within two weeks of the request.

(End of Provision)

C.12 VAAR 852.219-74 LIMITATIONS ON SUBCONTRACTING—MONITORING AND COMPLIANCE (JUL 2018)

(a) This solicitation includes VAAR 852.219-10 VA Notice of Small Business Set-Aside.

(b) Accordingly, any contract resulting from this solicitation is subject to the limitation on subcontracting requirements in 13 CFR 125.6, or the limitations on subcontracting requirements in the FAR clause, as applicable. The Contractor is advised that in performing contract administration functions, the Contracting Officer 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.

(c) 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 Contracting Officer in assessing the Contractor for compliance are protected to ensure information or data is not improperly disclosed or other impropriety occurs.

(d) 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 Contracting Officer to assess the Contractor's compliance with the limitations on subcontracting or percentage of work performance requirement.

(End of Clause)

C.13 VAAR 852.232-72 ELECTRONIC SUBMISSION OF PAYMENT REQUESTS (NOV 2018)

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

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

(2) *Designated agency office* means the office designated by the purchase order, agreement, or contract to first receive and review invoices. This office can be contractually designated as the receiving entity. This office may be different from the office issuing the payment;

(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; and

(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 at the current website address provided in the contract.

(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).

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

(e) *Exceptions.* If, based on one of the circumstances in this paragraph (e), 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.14 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 Texas. 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.15 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 Clause)

SECTION D - CONTRACT DOCUMENTS, EXHIBITS, OR ATTACHMENTS

Wage Determinations

"REGISTER OF WAGE DETERMINATIONS UNDER | U.S. DEPARTMENT OF LABOR
THE SERVICE CONTRACT ACT | EMPLOYMENT STANDARDS ADMINISTRATION

By direction of the Secretary of Labor | WAGE AND HOUR DIVISION

| WASHINGTON D.C. 20210

|

|

|

| Wage Determination No.: 2015-5233

Daniel W. Simms Division of | Revision No.: 13

Director Wage Determinations| Date Of Last Revision: 07/16/2019

Note: Under Executive Order (EO) 13658 an hourly minimum wage of \$10.60 for calendar year 2019 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 \$10.60 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 2019. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

State: Texas

Area: Texas Counties of Austin Brazoria Chambers Fort Bend Galveston

Harris Liberty Montgomery Waller

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

| OCCUPATION CODE - TITLE | FOOTNOTE | RATE |
|---|----------|-------|
| 01000 - Administrative Support And Clerical Occupations | | |
| 01011 - Accounting Clerk I | | 16.01 |
| 01012 - Accounting Clerk II | | 17.97 |
| 01013 - Accounting Clerk III | | 20.11 |
| 01020 - Administrative Assistant | | 29.37 |
| 01035 - Court Reporter | | 29.01 |
| 01041 - Customer Service Representative I | | 12.97 |
| 01042 - Customer Service Representative II | | 14.58 |
| 01043 - Customer Service Representative III | | 15.91 |
| 01051 - Data Entry Operator I | | 14.80 |
| 01052 - Data Entry Operator II | | 16.15 |
| 01060 - Dispatcher Motor Vehicle | | 19.42 |
| 01070 - Document Preparation Clerk | | 14.75 |
| 01090 - Duplicating Machine Operator | | 14.75 |
| 01111 - General Clerk I | | 14.24 |
| 01112 - General Clerk II | | 15.53 |
| 01113 - General Clerk III | | 17.44 |

| | |
|--|-------|
| 01120 - Housing Referral Assistant | 21.53 |
| 01141 - Messenger Courier | 14.20 |
| 01191 - Order Clerk I | 18.00 |
| 01192 - Order Clerk II | 19.90 |
| 01261 - Personnel Assistant (Employment) I | 17.00 |
| 01262 - Personnel Assistant (Employment) II | 19.02 |
| 01263 - Personnel Assistant (Employment) III | 21.20 |
| 01270 - Production Control Clerk | 23.39 |
| 01290 - Rental Clerk | 14.75 |
| 01300 - Scheduler Maintenance | 17.26 |
| 01311 - Secretary I | 17.26 |
| 01312 - Secretary II | 19.31 |
| 01313 - Secretary III | 21.53 |
| 01320 - Service Order Dispatcher | 17.36 |
| 01410 - Supply Technician | 29.37 |
| 01420 - Survey Worker | 17.79 |
| 01460 - Switchboard Operator/Receptionist | 13.02 |
| 01531 - Travel Clerk I | 14.24 |
| 01532 - Travel Clerk II | 15.38 |
| 01533 - Travel Clerk III | 16.44 |
| 01611 - Word Processor I | 16.20 |
| 01612 - Word Processor II | 18.19 |
| 01613 - Word Processor III | 20.35 |
| 05000 - Automotive Service Occupations | |
| 05005 - Automobile Body Repairer Fiberglass | 25.76 |
| 05010 - Automotive Electrician | 23.79 |
| 05040 - Automotive Glass Installer | 21.96 |
| 05070 - Automotive Worker | 21.96 |

| | |
|--|-------|
| 05110 - Mobile Equipment Servicer | 20.23 |
| 05130 - Motor Equipment Metal Mechanic | 25.96 |
| 05160 - Motor Equipment Metal Worker | 21.96 |
| 05190 - Motor Vehicle Mechanic | 25.76 |
| 05220 - Motor Vehicle Mechanic Helper | 19.40 |
| 05250 - Motor Vehicle Upholstery Worker | 20.83 |
| 05280 - Motor Vehicle Wrecker | 21.96 |
| 05310 - Painter Automotive | 23.79 |
| 05340 - Radiator Repair Specialist | 22.88 |
| 05370 - Tire Repairer | 14.40 |
| 05400 - Transmission Repair Specialist | 25.76 |
| 07000 - Food Preparation And Service Occupations | |
| 07010 - Baker | 11.75 |
| 07041 - Cook I | 11.92 |
| 07042 - Cook II | 13.84 |
| 07070 - Dishwasher | 10.60 |
| 07130 - Food Service Worker | 11.21 |
| 07210 - Meat Cutter | 12.91 |
| 07260 - Waiter/Waitress | 9.79 |
| 09000 - Furniture Maintenance And Repair Occupations | |
| 09010 - Electrostatic Spray Painter | 18.32 |
| 09040 - Furniture Handler | 11.95 |
| 09080 - Furniture Refinisher | 17.70 |
| 09090 - Furniture Refinisher Helper | 14.58 |
| 09110 - Furniture Repairer Minor | 16.82 |
| 09130 - Upholsterer | 18.32 |
| 11000 - General Services And Support Occupations | |
| 11030 - Cleaner Vehicles | 12.06 |

| | |
|--|-------|
| 11060 - Elevator Operator | 10.70 |
| 11090 - Gardener | 17.42 |
| 11122 - Housekeeping Aide | 10.70 |
| 11150 - Janitor | 10.70 |
| 11210 - Laborer Grounds Maintenance | 13.10 |
| 11240 - Maid or Houseman | 9.76 |
| 11260 - Pruner | 11.70 |
| 11270 - Tractor Operator | 15.98 |
| 11330 - Trail Maintenance Worker | 13.10 |
| 11360 - Window Cleaner | 11.98 |
| 12000 - Health Occupations | |
| 12010 - Ambulance Driver | 16.58 |
| 12011 - Breath Alcohol Technician | 20.64 |
| 12012 - Certified Occupational Therapist Assistant | 34.54 |
| 12015 - Certified Physical Therapist Assistant | 35.10 |
| 12020 - Dental Assistant | 17.02 |
| 12025 - Dental Hygienist | 35.52 |
| 12030 - EKG Technician | 25.92 |
| 12035 - Electroneurodiagnostic Technologist | 25.92 |
| 12040 - Emergency Medical Technician | 16.58 |
| 12071 - Licensed Practical Nurse I | 19.05 |
| 12072 - Licensed Practical Nurse II | 21.32 |
| 12073 - Licensed Practical Nurse III | 23.76 |
| 12100 - Medical Assistant | 15.63 |
| 12130 - Medical Laboratory Technician | 22.70 |
| 12160 - Medical Record Clerk | 18.34 |
| 12190 - Medical Record Technician | 20.52 |
| 12195 - Medical Transcriptionist | 19.67 |

| | |
|--|-------|
| 12210 - Nuclear Medicine Technologist | 39.75 |
| 12221 - Nursing Assistant I | 12.53 |
| 12222 - Nursing Assistant II | 14.09 |
| 12223 - Nursing Assistant III | 15.38 |
| 12224 - Nursing Assistant IV | 17.26 |
| 12235 - Optical Dispenser | 16.79 |
| 12236 - Optical Technician | 16.82 |
| 12250 - Pharmacy Technician | 19.18 |
| 12280 - Phlebotomist | 16.28 |
| 12305 - Radiologic Technologist | 31.21 |
| 12311 - Registered Nurse I | 30.36 |
| 12312 - Registered Nurse II | 38.37 |
| 12313 - Registered Nurse II Specialist | 38.37 |
| 12314 - Registered Nurse III | 44.91 |
| 12315 - Registered Nurse III Anesthetist | 44.91 |
| 12316 - Registered Nurse IV | 53.84 |
| 12317 - Scheduler (Drug and Alcohol Testing) | 25.93 |
| 12320 - Substance Abuse Treatment Counselor | 24.06 |
| 13000 - Information And Arts Occupations | |
| 13011 - Exhibits Specialist I | 22.00 |
| 13012 - Exhibits Specialist II | 27.25 |
| 13013 - Exhibits Specialist III | 33.33 |
| 13041 - Illustrator I | 21.02 |
| 13042 - Illustrator II | 26.04 |
| 13043 - Illustrator III | 31.85 |
| 13047 - Librarian | 29.40 |
| 13050 - Library Aide/Clerk | 13.23 |
| 13054 - Library Information Technology Systems | 26.55 |

Administrator

| | |
|---|-------|
| 13058 - Library Technician | 16.48 |
| 13061 - Media Specialist I | 19.16 |
| 13062 - Media Specialist II | 21.43 |
| 13063 - Media Specialist III | 23.89 |
| 13071 - Photographer I | 18.96 |
| 13072 - Photographer II | 21.20 |
| 13073 - Photographer III | 26.27 |
| 13074 - Photographer IV | 32.13 |
| 13075 - Photographer V | 38.87 |
| 13090 - Technical Order Library Clerk | 16.62 |
| 13110 - Video Teleconference Technician | 21.82 |

14000 - Information Technology Occupations

| | |
|--|---------------|
| 14041 - Computer Operator I | 17.42 |
| 14042 - Computer Operator II | 19.49 |
| 14043 - Computer Operator III | 21.72 |
| 14044 - Computer Operator IV | 24.14 |
| 14045 - Computer Operator V | 26.57 |
| 14071 - Computer Programmer I | (see 1) 26.04 |
| 14072 - Computer Programmer II | (see 1) |
| 14073 - Computer Programmer III | (see 1) |
| 14074 - Computer Programmer IV | (see 1) |
| 14101 - Computer Systems Analyst I | (see 1) |
| 14102 - Computer Systems Analyst II | (see 1) |
| 14103 - Computer Systems Analyst III | (see 1) |
| 14150 - Peripheral Equipment Operator | 17.42 |
| 14160 - Personal Computer Support Technician | 24.14 |
| 14170 - System Support Specialist | 37.07 |

15000 - Instructional Occupations

| | |
|---|-------|
| 15010 - Aircrew Training Devices Instructor (Non-Rated) | 33.08 |
| 15020 - Aircrew Training Devices Instructor (Rated) | 40.02 |
| 15030 - Air Crew Training Devices Instructor (Pilot) | 47.98 |
| 15050 - Computer Based Training Specialist / Instructor | 33.08 |
| 15060 - Educational Technologist | 34.80 |
| 15070 - Flight Instructor (Pilot) | 47.98 |
| 15080 - Graphic Artist | 26.72 |
| 15085 - Maintenance Test Pilot Fixed Jet/Prop | 47.55 |
| 15086 - Maintenance Test Pilot Rotary Wing | 47.55 |
| 15088 - Non-Maintenance Test/Co-Pilot | 47.55 |
| 15090 - Technical Instructor | 27.50 |
| 15095 - Technical Instructor/Course Developer | 33.64 |
| 15110 - Test Proctor | 22.20 |
| 15120 - Tutor | 22.20 |

16000 - Laundry Dry-Cleaning Pressing And Related Occupations

| | |
|---|-------|
| 16010 - Assembler | 10.33 |
| 16030 - Counter Attendant | 10.33 |
| 16040 - Dry Cleaner | 13.25 |
| 16070 - Finisher Flatwork Machine | 10.33 |
| 16090 - Presser Hand | 10.33 |
| 16110 - Presser Machine Drycleaning | 10.33 |
| 16130 - Presser Machine Shirts | 10.33 |
| 16160 - Presser Machine Wearing Apparel Laundry | 10.33 |
| 16190 - Sewing Machine Operator | 14.01 |
| 16220 - Tailor | 15.08 |
| 16250 - Washer Machine | 11.32 |

19000 - Machine Tool Operation And Repair Occupations

| | |
|--|-------|
| 19010 - Machine-Tool Operator (Tool Room) | 21.05 |
| 19040 - Tool And Die Maker | 25.22 |
| 21000 - Materials Handling And Packing Occupations | |
| 21020 - Forklift Operator | 16.85 |
| 21030 - Material Coordinator | 23.39 |
| 21040 - Material Expediter | 23.39 |
| 21050 - Material Handling Laborer | 12.83 |
| 21071 - Order Filler | 12.67 |
| 21080 - Production Line Worker (Food Processing) | 16.85 |
| 21110 - Shipping Packer | 16.27 |
| 21130 - Shipping/Receiving Clerk | 16.27 |
| 21140 - Store Worker I | 12.76 |
| 21150 - Stock Clerk | 18.05 |
| 21210 - Tools And Parts Attendant | 16.85 |
| 21410 - Warehouse Specialist | 16.85 |
| 23000 - Mechanics And Maintenance And Repair Occupations | |
| 23010 - Aerospace Structural Welder | 34.35 |
| 23019 - Aircraft Logs and Records Technician | 27.09 |
| 23021 - Aircraft Mechanic I | 32.91 |
| 23022 - Aircraft Mechanic II | 34.35 |
| 23023 - Aircraft Mechanic III | 35.83 |
| 23040 - Aircraft Mechanic Helper | 23.00 |
| 23050 - Aircraft Painter | 31.11 |
| 23060 - Aircraft Servicer | 27.09 |
| 23070 - Aircraft Survival Flight Equipment Technician | 31.11 |
| 23080 - Aircraft Worker | 29.10 |
| 23091 - Aircrew Life Support Equipment (ALSE) Mechanic | 29.10 |

23092 - Aircrew Life Support Equipment (ALSE) Mechanic 32.91

II

| | |
|---|-------|
| 23110 - Appliance Mechanic | 21.10 |
| 23120 - Bicycle Repairer | 17.93 |
| 23125 - Cable Splicer | 29.54 |
| 23130 - Carpenter Maintenance | 19.71 |
| 23140 - Carpet Layer | 20.97 |
| 23160 - Electrician Maintenance | 26.70 |
| 23181 - Electronics Technician Maintenance I | 25.40 |
| 23182 - Electronics Technician Maintenance II | 27.16 |
| 23183 - Electronics Technician Maintenance III | 28.72 |
| 23260 - Fabric Worker | 20.41 |
| 23290 - Fire Alarm System Mechanic | 24.66 |
| 23310 - Fire Extinguisher Repairer | 18.88 |
| 23311 - Fuel Distribution System Mechanic | 20.96 |
| 23312 - Fuel Distribution System Operator | 16.99 |
| 23370 - General Maintenance Worker | 18.08 |
| 23380 - Ground Support Equipment Mechanic | 32.91 |
| 23381 - Ground Support Equipment Servicer | 27.09 |
| 23382 - Ground Support Equipment Worker | 29.10 |
| 23391 - Gunsmith I | 18.88 |
| 23392 - Gunsmith II | 21.92 |
| 23393 - Gunsmith III | 24.79 |
| 23410 - Heating Ventilation And Air-Conditioning Mechanic | 23.46 |
| 23411 - Heating Ventilation And Air Contidioning Mechanic (Research Facility) | 24.48 |
| 23430 - Heavy Equipment Mechanic | 23.95 |

| | |
|--|-------|
| 23440 - Heavy Equipment Operator | 19.91 |
| 23460 - Instrument Mechanic | 28.46 |
| 23465 - Laboratory/Shelter Mechanic | 23.44 |
| 23470 - Laborer | 12.83 |
| 23510 - Locksmith | 23.47 |
| 23530 - Machinery Maintenance Mechanic | 28.62 |
| 23550 - Machinist Maintenance | 24.02 |
| 23580 - Maintenance Trades Helper | 14.94 |
| 23591 - Metrology Technician I | 28.46 |
| 23592 - Metrology Technician II | 29.70 |
| 23593 - Metrology Technician III | 30.98 |
| 23640 - Millwright | 26.77 |
| 23710 - Office Appliance Repairer | 18.99 |
| 23760 - Painter Maintenance | 18.99 |
| 23790 - Pipefitter Maintenance | 27.23 |
| 23810 - Plumber Maintenance | 25.74 |
| 23820 - Pneudraulic Systems Mechanic | 24.79 |
| 23850 - Rigger | 25.11 |
| 23870 - Scale Mechanic | 21.92 |
| 23890 - Sheet-Metal Worker Maintenance | 20.32 |
| 23910 - Small Engine Mechanic | 19.63 |
| 23931 - Telecommunications Mechanic I | 23.89 |
| 23932 - Telecommunications Mechanic II | 24.95 |
| 23950 - Telephone Lineman | 30.88 |
| 23960 - Welder Combination Maintenance | 23.11 |
| 23965 - Well Driller | 23.54 |
| 23970 - Woodcraft Worker | 24.79 |
| 23980 - Woodworker | 18.88 |

24000 - Personal Needs Occupations

| | |
|---|-------|
| 24550 - Case Manager | 18.06 |
| 24570 - Child Care Attendant | 10.65 |
| 24580 - Child Care Center Clerk | 13.48 |
| 24610 - Chore Aide | 9.21 |
| 24620 - Family Readiness And Support Services Coordinator | 18.06 |
| 24630 - Homemaker | 18.06 |

25000 - Plant And System Operations Occupations

| | |
|--|-------|
| 25010 - Boiler Tender | 22.20 |
| 25040 - Sewage Plant Operator | 20.95 |
| 25070 - Stationary Engineer | 22.20 |
| 25190 - Ventilation Equipment Tender | 14.81 |
| 25210 - Water Treatment Plant Operator | 20.95 |

27000 - Protective Service Occupations

| | |
|--------------------------------|-------|
| 27004 - Alarm Monitor | 19.73 |
| 27007 - Baggage Inspector | 12.52 |
| 27008 - Corrections Officer | 21.05 |
| 27010 - Court Security Officer | 23.02 |
| 27030 - Detection Dog Handler | 17.90 |
| 27040 - Detention Officer | 21.05 |
| 27070 - Firefighter | 24.98 |
| 27101 - Guard I | 12.52 |
| 27102 - Guard II | 17.90 |
| 27131 - Police Officer I | 28.75 |
| 27132 - Police Officer II | 31.94 |

28000 - Recreation Occupations

| | |
|-------------------------------------|-------|
| 28041 - Carnival Equipment Operator | 12.69 |
|-------------------------------------|-------|

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|---|-------|
| 28042 - Carnival Equipment Repairer | 13.83 |
| 28043 - Carnival Worker | 9.29 |
| 28210 - Gate Attendant/Gate Tender | 13.94 |
| 28310 - Lifeguard | 12.38 |
| 28350 - Park Attendant (Aide) | 15.60 |
| 28510 - Recreation Aide/Health Facility Attendant | 11.38 |
| 28515 - Recreation Specialist | 19.32 |
| 28630 - Sports Official | 12.42 |
| 28690 - Swimming Pool Operator | 17.44 |
| 29000 - Stevedoring/Longshoremen Occupational Services | |
| 29010 - Blocker And Bracer | 27.93 |
| 29020 - Hatch Tender | 27.93 |
| 29030 - Line Handler | 27.93 |
| 29041 - Stevedore I | 26.00 |
| 29042 - Stevedore II | 29.86 |
| 30000 - Technical Occupations | |
| 30010 - Air Traffic Control Specialist Center (HFO) (see 2) | 44.44 |
| 30011 - Air Traffic Control Specialist Station (HFO) (see 2) | 30.64 |
| 30012 - Air Traffic Control Specialist Terminal (HFO) (see 2) | 33.75 |
| 30021 - Archeological Technician I | 21.56 |
| 30022 - Archeological Technician II | 25.47 |
| 30023 - Archeological Technician III | 30.62 |
| 30030 - Cartographic Technician | 30.62 |
| 30040 - Civil Engineering Technician | 30.03 |
| 30051 - Cryogenic Technician I | 26.94 |
| 30052 - Cryogenic Technician II | 29.76 |
| 30061 - Drafter/CAD Operator I | 21.56 |
| 30062 - Drafter/CAD Operator II | 24.71 |

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|--|-------|
| 30063 - Drafter/CAD Operator III | 27.56 |
| 30064 - Drafter/CAD Operator IV | 33.10 |
| 30081 - Engineering Technician I | 20.02 |
| 30082 - Engineering Technician II | 22.48 |
| 30083 - Engineering Technician III | 25.15 |
| 30084 - Engineering Technician IV | 31.09 |
| 30085 - Engineering Technician V | 38.65 |
| 30086 - Engineering Technician VI | 46.10 |
| 30090 - Environmental Technician | 29.96 |
| 30095 - Evidence Control Specialist | 24.33 |
| 30210 - Laboratory Technician | 30.91 |
| 30221 - Latent Fingerprint Technician I | 28.14 |
| 30222 - Latent Fingerprint Technician II | 31.08 |
| 30240 - Mathematical Technician | 33.68 |
| 30361 - Paralegal/Legal Assistant I | 22.52 |
| 30362 - Paralegal/Legal Assistant II | 27.90 |
| 30363 - Paralegal/Legal Assistant III | 34.12 |
| 30364 - Paralegal/Legal Assistant IV | 41.27 |
| 30375 - Petroleum Supply Specialist | 29.76 |
| 30390 - Photo-Optics Technician | 30.62 |
| 30395 - Radiation Control Technician | 29.76 |
| 30461 - Technical Writer I | 26.27 |
| 30462 - Technical Writer II | 32.12 |
| 30463 - Technical Writer III | 38.86 |
| 30491 - Unexploded Ordnance (UXO) Technician I | 28.24 |
| 30492 - Unexploded Ordnance (UXO) Technician II | 34.17 |
| 30493 - Unexploded Ordnance (UXO) Technician III | 40.96 |
| 30494 - Unexploded (UXO) Safety Escort | 28.24 |

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|---|---------------|
| 30495 - Unexploded (UXO) Sweep Personnel | 28.24 |
| 30501 - Weather Forecaster I | 29.63 |
| 30502 - Weather Forecaster II | 36.05 |
| 30620 - Weather Observer Combined Upper Air Or | (see 2) 27.56 |
| Surface Programs | |
| 30621 - Weather Observer Senior | (see 2) 30.48 |
| 31000 - Transportation/Mobile Equipment Operation Occupations | |
| 31010 - Airplane Pilot | 34.17 |
| 31020 - Bus Aide | 14.48 |
| 31030 - Bus Driver | 20.82 |
| 31043 - Driver Courier | 14.42 |
| 31260 - Parking and Lot Attendant | 10.12 |
| 31290 - Shuttle Bus Driver | 15.71 |
| 31310 - Taxi Driver | 13.64 |
| 31361 - Truckdriver Light | 15.71 |
| 31362 - Truckdriver Medium | 18.98 |
| 31363 - Truckdriver Heavy | 20.33 |
| 31364 - Truckdriver Tractor-Trailer | 20.33 |
| 99000 - Miscellaneous Occupations | |
| 99020 - Cabin Safety Specialist | 16.66 |
| 99030 - Cashier | 10.28 |
| 99050 - Desk Clerk | 11.72 |
| 99095 - Embalmer | 34.72 |
| 99130 - Flight Follower | 28.24 |
| 99251 - Laboratory Animal Caretaker I | 11.66 |
| 99252 - Laboratory Animal Caretaker II | 12.71 |
| 99260 - Marketing Analyst | 35.05 |
| 99310 - Mortician | 38.17 |

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|---|-------|
| 99410 - Pest Controller | 18.07 |
| 99510 - Photofinishing Worker | 16.80 |
| 99710 - Recycling Laborer | 18.00 |
| 99711 - Recycling Specialist | 21.97 |
| 99730 - Refuse Collector | 16.08 |
| 99810 - Sales Clerk | 12.66 |
| 99820 - School Crossing Guard | 14.04 |
| 99830 - Survey Party Chief | 25.50 |
| 99831 - Surveying Aide | 17.45 |
| 99832 - Surveying Technician | 22.05 |
| 99840 - Vending Machine Attendant | 12.81 |
| 99841 - Vending Machine Repairer | 16.20 |
| 99842 - Vending Machine Repairer Helper | 12.81 |

Note: Executive Order (EO) 13706 Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1 2017. If this contract is covered by the EO the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work up to 56 hours of paid

sick leave each year. Employees must be permitted to use paid sick leave for their own illness injury or other health-related needs including preventive care; to assist a family member (or person who is like family to the employee) who is ill injured or has other health-related needs including preventive care; or for reasons resulting from or to assist a family member (or person who is like family to the employee) who is the victim of domestic violence sexual assault or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$4.54 per hour up to 40 hours per week or \$181.60 per week or \$786.93 per month

HEALTH & WELFARE EO 13706: \$4.22 per hour up to 40 hours per week or \$168.80 per week or \$731.47 per month*

*This rate is to be used only when compensating employees for performance on an SCA-covered contract also covered by EO 13706 Establishing Paid Sick Leave for Federal Contractors. A contractor may not receive credit toward its SCA obligations for any paid sick leave provided pursuant to EO 13706.

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor 3 weeks after 5 years and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor wherever employed and with the predecessor contractors in the

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

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

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

1) COMPUTER EMPLOYEES: Under the SCA at section 8(b) this wage determination does not apply to any employee who individually qualifies as a bona fide executive administrative or professional employee as defined in 29 C.F.R. Part 541. Because most Computer System Analysts and Computer Programmers who are compensated at a rate not less than \$27.63 (or on a salary or fee basis at a rate not less than \$455 per week) an hour would likely qualify as exempt computer professionals (29 C.F.R. 541.400) wage rates may not be listed on this wage determination for all occupations within those job families. In addition because this wage determination may not list a wage rate for some or all occupations within those job families if the survey data indicates that the prevailing wage rate for the occupation equals or exceeds \$27.63 per hour conformances may be necessary for certain nonexempt employees. For example if an individual employee is nonexempt but nevertheless performs duties within the scope of one of the Computer Systems Analyst or Computer Programmer occupations for which this wage determination does not specify an SCA wage rate then the wage rate for that employee must be conformed in accordance with the conformance procedures described in the conformance note included on this wage determination.

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

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

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

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

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

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

work at night as part of a regular tour of duty you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am.

If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek you are paid at your rate of basic pay plus a Sunday

premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

**** HAZARDOUS PAY DIFFERENTIAL ****

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

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

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

**** UNIFORM ALLOWANCE ****

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract by the employer by the state or local law etc.) the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

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

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

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

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

Form 1444 (SF-1444) **

Conformance Process:

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

The process for preparing a conformance request is as follows:

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

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

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

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

SECTION E - SOLICITATION PROVISIONS

E.1 TEAMING AGREEMENTS

TEAMING AGREEMENTS

Contractor Team Arrangements (CTAs)

Potential Offerors may form Contractor Team Arrangements (CTAs) as defined under FAR 9.601, but they are not required to do so. If the potential Offeror that forms a CTA wants all members of the CTA to be considered for evaluation, the CTA must be submitted with bid and must clearly be defined under FAR 9.601(1) or be a Mentor-Protégé Arrangement that has been approved by the Small Business Administration and include with its proposal the information required under subpart (a) of this section, “Instructions regarding FAR 9.601(1) CTAs.”

An offeror may also enter into Prime/Subcontractor arrangements as defined under FAR 9.601(2); however, in this type of arrangement, only the prime will be considered in the evaluation for award. Offerors forming under FAR 9.601(2) are not required to submit any additional documentation regarding the proposed Prime/Subcontractor contractual relationship or the identification and/or qualifications of the proposed Subcontractors.

However, the Government will not consider the members of a “Contract Team Arrangement” defined under FAR 9.601(2) for evaluation purposes. Evaluating an Offeror’s quote will be assessed against the identified prime contractor as identified in FAR 9.601(1)

1) Instructions regarding FAR 9.601(1) CTAs

The Government will evaluate a FAR 9.601(1) CTA provided that the offeror submits a full and complete copy of the document establishing the CTA relationship and containing at least the minimum information required by the solicitation closing date. Although there is no specific form or format that the CTA documents must adhere to, an offeror proposing as a CTA for purposes of evaluation under the requirement is required to address the following in the CTA document:

NOTE:

9.604 Limitations.

Nothing in this subpart authorizes contractor team arrangements in violation of antitrust statutes or limits the Government’s rights to-

1. (a) Require consent to subcontracts (see subpart 44.2);
2. (b) Determine, on the basis of the stated contractor team arrangement, the responsibility of the prime contractor (see subpart 9.1);
3. (c) Provide to the prime contractor data rights owned or controlled by the Government;
4. (d) Pursue its policies on competitive contracting, subcontracting, and component breakout after initial production or at any other time; and
5. (e) Hold the prime contractor fully responsible for contract performance, regardless of any team arrangement between the prime contractor and its subcontractors.

a) Purpose of the CTA

The CTA documents should clearly set forth the purpose of the CTA.

CTA must identify the CTA in strict accordance with 9.601 Definition (1) OR (2) AND be subject to rules applicable to *said* choice.

b) Identify the Parties

The CTA documents should identify the entities which make up the CTA relationship, including the primary point of contact for each of the members of the team and the managing partner, and a statement addressing the obligation of all parties to the CTA to ensure performance of the contract despite the withdrawal of any member.

The CTA documents should also identify where accounting and other administrative records will be retained during contract performance and upon completion of the contract.

c) Designation of a “Team Lead”

The CTA documents shall identify the “team lead,” and clearly explain the specific duties/responsibilities of the “team lead” to the other members of the team and to the Government.

(Note: The Government requests that the team lead be the primary point of contact with the Government while the proposal is under consideration by the Government. This means that the Government will require permission from each non-“lead” member of the team for the Government to discuss confidential/privileged information about the non-“lead” members of the CTA with the designated team lead).

This “release” shall include consent of the proposed CTA members to disclose their past performance information to the CTA lead.

d) Specific Duties/Responsibilities

The CTA documents shall clearly describe the specific duties/responsibilities of each member of the team as they relate to each other and explain the specific duties/responsibilities that each team member will have for purposes of contract performance. (e.g., one team member will be primarily responsible for performing specific task areas listed in Section (*), while other team members will be primarily responsible for performing other specific task/sub-task areas listed in Section (*), etc. and any guaranteed percentages of potential work allocated to the team members.

e) Pricing and Cost

The CTA document should explain how the team members have divided responsibilities for purposes of proposing price/costs. *For example, if one member of the team is responsible for proposed price/costs for a particular labor category, while another entity in the CTA is proposing price/costs for a different labor category, the CTA documents should identify which of the respective team members is responsible for proposing which specific price/cost information.*

f) Invoicing and Payment

The CTA document shall explain how the team members have addressed issues relating to invoicing and distribution of payments. *For example, the CTA document shall identify which member of the team is responsible for invoicing the Government and distributing payment.* Under such circumstances, the CTA document shall clearly indicate that all team members agree to this method of payment. The CTA document should also acknowledge that any dispute involving the distribution of payment will be resolved by the team members themselves, without any involvement by the Government.

g) Replacement of Team Members

The CTA document should address the circumstances and procedures for replacement of team members, including the team lead.

h) Duration of the CTA

The CTA document should address the duration of the CTA, including when it becomes effective, when it expires, and the basis for termination.

i) Representations and Certifications

All members of the CTA shall submit separate representations and certifications as required.

j) Additional Requirements Pertinent to the Total Small Business Set-Aside

Because this solicitation is a small business set-aside, all members of the CTA must be considered small businesses under the NAICS code used in this solicitation and must individually qualify to the size standard of the NAICS code. The CTA demonstrate that the prime contractor/team lead must be a small business.

k) Requirements for Small Business CTAs

For an Offeror that submits a proposal as a CTA to be considered a small business (as applicable) for purposes of award, the prime contractor/team lead must be a small business respectively, and the CTA **must state in detail how** the small business will guarantee that a minimum of 50% of the work under the contract will be performed under the size standard or socio-economic classification being claimed. IAW, SBA requirements (see 13 C.F.R. § 124.513), *FAR 52.219-14 Limitation on Subcontracting*, *FAR 52.219-3 and VAAR Clause VAAR 852.219-74 Limitations on Subcontracting-Monitoring and Compliance*

Percentages

Prime (Small Business) 50%(Minimum) At least 50 percent of the cost of contract performance incurred for personnel shall be expended for employees of the concern.

Sub-Contractor (Large Business) 50% (Maximum)

If a proposal is submitted where the TA percentages are not within the percentage range listed above, the proposal will not be accepted. NO ACCEPTIONS.

l) Additional Requirements for Joint-Ventures

Joint-venture offers must be made in the name of the joint-venture entity. The joint-venture contract must identify the managing Venture, the joint-venture members and who will have signature authority on behalf of the joint-venture. The party signing the offer for the joint-venture shall be listed as having such authority.

See <https://www.sba.gov/federal-contracting/contracting-assistance-programs/all-small-mentor-protege-program> for JV requirements.

m. Replacement of Team Members under a FAR 9.601(1) Contractor Team Arrangement (CTA)

Contractors that are awarded a contract based on a FAR 9.601(1) are required to obtain PCO approval prior to replacing or deleting team members.

The Contractor request for replacement of team members shall be submitted on official company letterhead to the CONTRACTING OFFICER @ *****

The request shall include:

1. The Contractor ***** name and contract number.
2. The existing team member name, DUNS, and its qualified Task Areas under the CTA.
3. The proposing replacement team member including name and DUNS.
4. A copy of the new CTA agreement.
5. A capability statement for the proposing member demonstrating qualifications that meet or exceed the existing member qualifications under the CTA.
6. The Representations, Certifications, and Other Statements of Offers for the proposed new CTA member
7. The FAR 52.219-1 Small Business Program Representations certification for each proposed new CTA member.
8. A copy of the proposed new CTA member's most recent annual report, or if organized as a nonpublic corporation, the organization's most recent asset and liability report.

All proposed new CTA members are subject to a responsibility evaluation in accordance with FAR Subpart 9.1. The contract holder shall indicate if its proposed new CTA member has the necessary financial capacity, working capital, and other resources to perform the contract without assistance from any outside source. If not, indicate the amount required and the anticipated source.

If the PCO determines that a FAR 9.601(1) CTA is proposing unacceptable replacements of existing team members that could adversely affect the ability of the CTA to continue to perform under the contract, the CTA may be subject to termination under the provisions of FAR 52.249-6 or FAR 52.249-8, as applicable.

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

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

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

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

(End of Provision)

| <u>FAR Number</u> | <u>Title</u> | <u>Date</u> |
|------------------------------|---|--------------------|
| 52.204-7 | SYSTEM FOR AWARD MANAGEMENT | OCT 2018 |
| 52.204-16 | COMMERCIAL AND GOVERNMENT ENTITY CODE REPORTING | JUL 2016 |

E.3 52.204-17 OWNERSHIP OR CONTROL OF OFFEROR (JUL 2016)

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

Commercial and Government Entity (CAGE) code means—

(1) An identifier assigned to entities located in the United States or its outlying areas by the Defense Logistics Agency (DLA) Commercial and Government Entity (CAGE) Branch to identify a commercial or government entity; or

(2) An identifier assigned by a member of the North Atlantic Treaty Organization (NATO) or by the NATO Support and Procurement Agency (NSPA) to entities located outside the United States and its outlying areas that the DLA Commercial and Government Entity (CAGE) Branch records and maintains in the CAGE master file. This type of code is known as a NATO CAGE (NCAGE) code.

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.

(b) 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 (c) and if applicable, paragraph (d) of this provision for each participant in the joint venture.

(c) If the Offeror indicates “has” in paragraph (b) 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.

(d) If the Offeror indicates “yes” in paragraph (c) 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)

(End of Provision)

E.4 52.209-5 CERTIFICATION REGARDING RESPONSIBILITY MATTERS (OCT 2015)

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that—

(i) The Offeror and/or any of its Principals—

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

(B) 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 public (Federal, State, or local) 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 (if offeror checks “have,” the offeror shall also see 52.209-7, if included in this solicitation);

(C) Are ☐ are not ☐ presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision (a)(1)(i)(B) of this provision; and

(D) 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.

(1) Federal taxes are considered delinquent if both of the following criteria apply:

(i) *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.

(ii) *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.

(2) *Examples.*

(i) 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.

(ii) 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.

(iii) 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.

(iv) 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).

(ii) The Offeror has ☐ has not ☐, within a 3-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

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

THIS CERTIFICATION CONCERNS A MATTER WITHIN THE JURISDICTION OF AN AGENCY OF THE UNITED STATES AND THE MAKING OF A FALSE, FICTITIOUS, OR FRAUDULENT

CERTIFICATION MAY RENDER THE MAKER SUBJECT TO PROSECUTION UNDER SECTION 1001, TITLE 18, UNITED STATES CODE.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

(End of Provision)

E.5 52.209-7 INFORMATION REGARDING RESPONSIBILITY MATTERS (OCT 2018)

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

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

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

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

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

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

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

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

(i) In a criminal proceeding, a conviction.

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

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

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

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

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

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

(d) The offeror shall post the information in paragraphs (c)(1)(i) through (c)(1)(iv) of this provision in FAPIS as required through maintaining an active registration in the System for Award Management, which can be accessed via <https://www.sam.gov> (see 52.204-7).

(End of Provision)

E.6 52.212-1 INSTRUCTIONS TO OFFERORS—COMMERCIAL ITEMS (OCT 2018)

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

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

(1) The solicitation number;

(2) The time specified in the solicitation for receipt of offers;

(3) The name, address, and telephone number of the offeror;

(4) A technical description of the items being offered in sufficient detail to evaluate compliance with the requirements in the solicitation. This may include product literature, or other documents, if necessary;

(5) Terms of any express warranty;

(6) Price and any discount terms;

(7) "Remit to" address, if different than mailing address;

(8) A completed copy of the representations and certifications at FAR 52.212-3 (see FAR 52.212-3(b) for those representations and certifications that the offeror shall complete electronically);

(9) Acknowledgment of Solicitation Amendments;

(10) Past performance information, when included as an evaluation factor, to include recent and relevant contracts for the same or similar items and other references (including contract numbers, points of contact with telephone numbers and other relevant information); and

(11) If the offer is not submitted on the SF 1449, include a statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation. Offers that fail to furnish required representations or information, or reject the terms and conditions of the solicitation may be excluded from consideration.

(c) *Period for acceptance of offers.* The offeror agrees to hold the prices in its offer firm for 30 calendar days from the date specified for receipt of offers, unless another time period is specified in an addendum to the solicitation.

(d) *Product samples.* When required by the solicitation, product samples shall be submitted at or prior to the time specified for receipt of offers. Unless otherwise specified in this solicitation, these samples shall be submitted at no expense to the Government, and returned at the sender's request and expense, unless they are destroyed during preaward testing.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

GSA Federal Supply Service Specifications Section

Suite 8100 470 East L'Enfant Plaza, SW

Washington, DC 20407

Telephone (202) 619-8925

Facsimile (202) 619-8978.

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

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

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

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

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

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

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

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

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

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

(j) *Unique entity identifier.* (Applies to all offers exceeding \$10,000, and offers of \$10,000 or less if the solicitation requires the Contractor to be registered in the System for Award Management (SAM).) The Offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation “Unique Entity Identifier” followed by the unique entity identifier that identifies the Offeror’s name and address. The Offeror also shall enter its Electronic Funds Transfer (EFT) indicator, if applicable. The EFT indicator is a four-character suffix to the unique entity identifier. The suffix is assigned at the discretion of the Offeror to establish additional SAM records for identifying alternative EFT accounts (see subpart 32.11) for the same entity. If the Offeror does not have a unique entity identifier, it should contact the entity designated at www.sam.gov for unique entity identifier establishment directly to obtain one. The Offeror should indicate that it is an offeror for a Government contract when contacting the entity designated at www.sam.gov for establishing the unique entity identifier.

(k) [Reserved]

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

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

(End of Provision)

E.7 FAR 52.212-1 Addendum

FAR 52.212-1 Addendum, Instructions to Offerors – Commercial Items

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

Paragraphs (D), (E), (H), and (I) are hereby deleted from the referenced provisions.

Paragraph (C) period for acceptance of offers. The offeror agrees to hold the prices in its offer firm for 120 calendar days from the date specified for receipt of offers, unless another time period is specified in an addendum to the solicitation.

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.

Submit your quote in writing via email utilizing either PDF or Word format. An offeror may not submit more than one quote. If a concern submits more than one quote all quotes will be rejected, and the company will be considered nonresponsive. Quotes received that do not include all information in accordance with this combined synopsis/solicitation will be considered technically unacceptable and the company will be deemed nonresponsive.

The Government intends to award a contract as a result of this combined synopsis/solicitation to the lowest priced technically acceptable (LPTA).

QUOTE PREPARATION INSTRUCTIONS:

1. Quote Preparation

a. These instructions are designed to ensure the proper submission of information necessary to provide for comprehensive evaluation of quotes. Quoters shall carefully review this section prior to commencing preparation of quotes and take the necessary measures to ensure that the information submitted is factual, accurate, and complete.

b. In order for a quote to be considered, quoters must strictly comply with all instructions outlined in this combined synopsis/solicitation. Failure to furnish quotes that comply with the instructions, at the predetermined due date for submission, may result in elimination from consideration for award. Furthermore, all solicitation amendments (if any) must be acknowledged in accordance with FAR Clause 52.212-1 Instructions to Offerors.

2. Submission Instructions

a. One electronic copy (email) of all sections of the quote (Technical and Price) shall be submitted to the Contracting Officer via email to Orlando.whitaker@va.gov on or before the due date and time listed in this solicitation.

b. Faxed quotes are NOT permitted under any circumstances.

3. Quote Format

a. All commitments made in the quote may become a part of the resultant contract. The data submitted with each quote should be complete and concise, but not overly elaborate. Excessive reliance on promotional brochures is discouraged.

b. Electronic Copy: Provide one (1) electronic copy of the complete quote. Electronic copies must be in Microsoft Word or Adobe Acrobat format, and virus checked prior to submission.

i. Volume 1 contains one section, Technical Information.

ii. Volume 2 contains one section, Pricing Information. Quoter is to complete Section B.2 Price/Cost Schedule or submit a separate attachment.

c. Quoters may, at the discretion of the government, be asked to provide information for clarification purposes regarding their quote. Requests for clarification of information does not constitute discussions.

d. The quoters shall be held responsible for the validity of all information supplied in his/her quote, including information provided by potential subcontractors. Should subsequent investigation disclose that the fact and conditions were not as stated, the quote may be rejected and received no further consideration.

4. Quote Volume Instructions

a. Volume 1 – TECHNICAL – General Instructions: The technical volume should include necessary information regarding the offeror's ability to perform all requirements outlined in the solicitation. Failure to provide a technical volume in accordance with the solicitation instructions may render a quote incomplete and ineligible for award.

Technical quotes shall not include price or pricing information. In no case, shall statements such as ‘we comply with the requirements of the contract’ or its equivalent be acceptable to meet the requirements of this request for quote. The quoter should not simply rephrase or restate the Government’s requirements but shall provide a rational or explanation to demonstrate the quoter’s approach will meet or exceed the Government requirements. The level of detail in a technical narrative is significant. A technical quote of the work described in the PWS shall be provided in adequate and precise detail to establish with a high level of confidence the contractor understands the technical merits, scope, and complexity of the work to be performed. Additionally, the information should be presented in a way that best highlights the quoter’s competitive advantage for the services being requested and the Contractor has the capability to accomplish the work well within the timeframes established. To that end, the quoter’s technical volume shall also include sufficient detail of supporting information to clearly and concisely substantiate the validity of stated claims and capabilities.

i. Quoter shall complete paragraph B.1 Contract Administration.

b. Volume 2 – PRICING: Quoters complete section B.2 Price/Cost Schedule

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.8 52.212-2 Addendum

FAR 52.212-2 ADDENDUM

(a) This requirement is being evaluated utilizing the lowest priced technically acceptable methodology. As such, award will be made on the basis of the lowest evaluated price of quotes meeting or exceeding the acceptability standards for the non-cost factor. All offerors must have a current registration in the System for Award Management to be considered responsive.

Past Performance history will be considered for responsibility determination purposes only. The Government will review past performance through the Contractor Performance Assessment Reports System, other Federal Government offices and contracts, and the Past Performance Information Retrieval System to assist in making the responsibility determination.

Since this solicitation is Lowest Price Technically Acceptable, the evaluation board will begin by reviewing the lowest priced quote. If the board determines that this quote is technically acceptable, no

other quotes will be reviewed. This quote will have been deemed technically acceptable with the lowest price, so for this reason the award will be made based on Federal Acquisition Regulation guidance.

The evaluation factors are as follows:

Factor 1-Technical

a. Technical Approach

1. The Contractor shall submit a technical approach with your quote to be considered for award. Your technical quote shall address **whether you are subcontracting this effort or performing as the prime, your narrative approach to how will you accomplish the requirements of the Performance Work Statement, technical capability/expertise, manpower, schedule, and resources available to provide these services.** Failure to provide this information may render your quote unacceptable. Please review the section entitled Teaming Agreements for additional information on required information for Contractor Team Arrangements and Joint Ventures.

2. The Contractor shall demonstrate (in their technical narrative) **ten years of experience performing services for original equipment manufacturer systems** on Boilers No. 1 (Hurst Firetube), No. 2 (Hurst Firetube), 3 (Hurst Firetube) and No. 4 (Clever Brooks Water Tube), Preferred Utilities Burner Management System, Preferred Utilities Control System, Weishaupt Burners, Preferred Utilities Devices, Dearator Tank (Advanced Manufacturing) and associated valves and piping and Condensate Storage Tank (Ace Buehler). The Contractor shall include the title of the project, dollar value, description of the project(s), location, complexity, and the original equipment manufacturer systems worked on for each project. The Contractor shall also include a point of contact for the Government to verify this information for each project. The Contractor's experience must cover all of the original equipment manufacturer systems listed above.

3. The Contractor shall meet the capability to respond to all emergency repair service requests within 2 hours by telephone, from the time of the initial telephone call received by the Contracting Officer Representative or their designee. If the problem cannot be resolved by telephone the Contractor shall make an on-site visit in person within 4 hours of the verbal request to do so. The Contractor shall provide **their capability to meet this requirement in their technical approach.**

4. The Contractor **shall submit with their quote a Quality Assurance Plan.** At a minimum, the Quality Assurance Plan shall provide the following:

The Contractor shall demonstrate techniques for maintaining quality control for workmanship, material, and work progress. The Contractor shall demonstrate techniques for work and describe how the offeror will monitor performance.

b. Personnel Experience

1. The Contractor shall identify personnel **with ten years of experience performing services for original equipment manufacturer systems** on Boilers No. 1 (Hurst Firetube), No. 2 (Hurst Firetube), 3 (Hurst Firetube) and No. 4 (Clever Brooks Water Tube), Preferred Utilities Burner Management System, Preferred Utilities Control System, Weishaupt Burners, Preferred Utilities Devices, Dearator Tank

(Advanced Manufacturing) and associated valves and piping and Condensate Storage Tank (Ace Buehler). The **Contractor shall submit resumes of personnel to demonstrate personnel experience.**

c. Training

1. The **Contractor shall submit current training certificates for each original equipment manufacturer systems** identified below. The Contractor shall submit each current training certificate for personnel identified to provide service on the original equipment manufacturer systems listed below:

- Preferred Utilities Burner Management System
- Preferred Utilities Control System
- Weishaupt Burners
- Preferred Utilities Devices
- Advanced Manufacturing
- Ace Buehler
- Hurst Firetube
- Clever Brooks Water Tube

Factor 2-Price

(a) Price will be evaluated for fairness and reasonableness in accordance with Federal Acquisition Regulations 13, Simplified Acquisition Procedures.

Under the technical factor, each offeror's responses will be evaluated on a 'pass/fail' basis or 'acceptable/unacceptable' basis. This determination will be based on the offeror demonstrating in its quote a technical solution that minimally meets the technical requirements specified in the Solicitation's Statement of Work. A technically acceptable quote will address all of the requirements of the Statement of Work and the solicitation.

(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.

E.9 52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS—COMMERCIAL ITEMS (OCT 2018)

The Offeror shall complete only paragraph (b) of this provision if the Offeror has completed the annual representations and certification electronically in the System for Award Management (SAM) accessed

through <https://www.sam.gov>. 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 in SAM.

(2) The offeror has completed the annual representations and certifications electronically in SAM accessed through <http://www.sam.gov>. After reviewing SAM 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), at the time this offer is submitted and are incorporated in this offer by reference (see FAR 4.1201), except for paragraphs .

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(i) It ☐ is, ☐ is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone

employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR Part 126; and

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

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

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

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

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

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

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

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

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

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

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

the-shelf (COTS) item,” “component,” “domestic end product,” “end product,” “foreign end product,” and “United States” are defined in the clause of this solicitation entitled “Buy American—Supplies.”

(2) Foreign End Products:

| Line Item No | Country of Origin |
|--------------|-------------------|
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |

[List as necessary]

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

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

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

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

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

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

[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 |
|--------------------|----------------------------|

(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 SAM 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.

(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 <https://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx>).

(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 (12.301(d)(1)).

(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)

E.10 52.216-1 TYPE OF CONTRACT (APR 1984)

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

(End of Provision)

E.11 52.233-2 SERVICE OF PROTEST (SEP 2006)

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

Hand-Carried Address:

Department of Veterans Affairs

Acquisition & Materiel Management
Michael E. DeBakey VA Medical Center
2002 Holcombe BLVD
Houston TX 77030 4298
Mailing Address:

Department of Veterans Affairs

Acquisition & Materiel Management
Michael E. DeBakey VA Medical Center
2002 Holcombe BLVD
Houston TX 77030 4298

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

(End of Provision)

E.12 52.237-1 SITE VISIT (APR 1984)

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

(End of Provision)

E.13 VAAR 852.233-70 PROTEST CONTENT/ALTERNATIVE DISPUTE RESOLUTION (OCT 2018)

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

(End of Provision)

E.14 VAAR 852.233-71 ALTERNATE PROTEST PROCEDURE (OCT 2018)

- (a) As an alternative to filing a protest with the Contracting Officer, an interested party may file a protest by mail or electronically with: Executive Director, Office of Acquisition and Logistics, Risk Management and Compliance Service (003A2C), Department of Veterans Affairs, 810 Vermont Avenue NW, Washington, DC 20420 or Email: *EDProtests@va.gov*.
- (b) The protest will not be considered if the interested party has a protest on the same or similar issue(s) pending with the Contracting Officer.

(End of Provision)

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

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

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

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

E.15 VAAR 852.273-74 AWARD WITHOUT EXCHANGES (JAN 2003)

The Government intends to evaluate proposals and award a contract without exchanges with offerors. Therefore, each initial offer should contain the offeror's best terms from a cost or price and technical standpoint. However, the Government reserves the right to conduct exchanges if later determined by the contracting officer to be necessary.

(End of Provision)