# SECTION A

PAGE 1 OF

1. REQUISITION NO.

2. CONTRACT NO.

3. AWARD/EFFECTIVE DATE

4. ORDER NO.

5. SOLICITATION NUMBER

6. SOLICITATION ISSUE DATE

a. NAME

b. TELEPHONE NO. (No Collect Calls)

8. OFFER DUE DATE/LOCAL

TIME

9. ISSUED BY

CODE

10. THIS ACQUISITION IS

 UNRESTRICTED OR

SET ASIDE:

% FOR:

SMALL BUSINESS

HUBZONE SMALL

BUSINESS

SERVICE-DISABLED

VETERAN-OWNED

SMALL BUSINESS

WOMEN-OWNED SMALL BUSINESS

(WOSB) ELIGIBLE UNDER THE WOMEN-OWNED

SMALL BUSINESS PROGRAM

EDWOSB

8(A)

NAICS:

SIZE STANDARD:

11. DELIVERY FOR FOB DESTINA-

TION UNLESS BLOCK IS

MARKED

SEE SCHEDULE

12. DISCOUNT TERMS

 13a. THIS CONTRACT IS A

RATED ORDER UNDER

DPAS (15 CFR 700)

13b. RATING

14. METHOD OF SOLICITATION

RFQ

IFB

RFP

15. DELIVER TO

CODE

16. ADMINISTERED BY

CODE

17a. CONTRACTOR/OFFEROR

CODE

FACILITY CODE

18a. PAYMENT WILL BE MADE BY

CODE

TELEPHONE NO.

DUNS:

DUNS+4:

PHONE:

FAX:

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

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

SEE ADDENDUM

19.

20.

21.

22.

23.

24.

ITEM NO.

SCHEDULE OF SUPPLIES/SERVICES

QUANTITY

UNIT

UNIT PRICE

AMOUNT

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

25. ACCOUNTING AND APPROPRIATION DATA

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

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

ARE

ARE NOT ATTACHED.

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

ARE

ARE NOT ATTACHED

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

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

COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND

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

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

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

ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED

SET FORTH HEREIN IS ACCEPTED AS TO ITEMS:

30a. SIGNATURE OF OFFEROR/CONTRACTOR

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

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

30c. DATE SIGNED

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

31c. DATE SIGNED

AUTHORIZED FOR LOCAL REPRODUCTION

(REV. 2/2012)

PREVIOUS EDITION IS NOT USABLE

Prescribed by GSA - FAR (48 CFR) 53.212

7. FOR SOLICITATION

INFORMATION CALL:

STANDARD FORM 1449

OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30 84

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS

VA255-13-R-1337

07-30-2013

Wayne Henthorne

913-946-1965

08-30-2013

1:00 P.M. CST

00255

Department of Veterans Affairs

Network Contracting Office (NCO) 15

4101 S 4th Street Trafficway

Leavenworth KS 66048

X

100

X

Y

517210

1500 Employees

X

 N/A

X

Y

Department of Veterans Affairs

Network Contracting Office (NCO) 15

4101 S 4th Street Trafficway

Leavenworth KS 66048

00255

Department of Veterans Affairs

Network Contracting Office (NCO) 15

4101 S 4th Street Trafficway

Leavenworth KS 66048

00255

Department of Veterans Affairs

Financial Services Center

PO Box 149971

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

Austin TX 78714-8971

877-353-9791

512-460-5429

The Contractor shall provide a Guest WI-FI service IAW PWS

throughout the main VAMC campus at Marion, IL including

twelve satellite locations located within a 115 mile radius

of the main campus Marion, Illinois.

SITE VISIT SCHEDULE

DATE: 08/16/2013

TIME: 9:00 A.M.

LOCATION:

Marion VA Medical Center

2401 West Main Street

Engineering Mod-4 conference room table area

Marion, IL 62959

POC: Jose Plager 618-997-5311 X55060 / Wayne Henthorne

913-946-1965

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

TIN NO: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

$0.00

X

X

x

 2

Wayne Henthorne

Contracting Officer

## A.1 SF 1449 SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS

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[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 (5 days before contract period expires).(End of Clause) 32](#_Toc362953070)

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# SECTION B - CONTINUATION OF SF 1449 BLOCKS

## B.1 CONTRACT ADMINISTRATION DATA

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

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

 a. CONTRACTOR:

 b. GOVERNMENT: Contracting Officer 00255 Wayne Henthorne

 Department of Veterans Affairs

 Network Contracting Office (NCO) 15

 4101 S 4th Street Trafficway

 Leavenworth KS 66048

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

 [X] 52.232-34, Payment by Electronic Funds Transfer -

 Other than Central Contractor Registration, or

 [] 52.232-36, Payment by Third Party

 3. INVOICES: Invoices shall be submitted in arrears:

 a. Quarterly []

 b. Semi-Annually []

 c. Other [X] Upon completion of work]

 4. GOVERNMENT INVOICE ADDRESS: All invoices from the contractor shall be mailed to the following address:

 Department of Veterans Affairs

 Financial Services Center

 PO Box 149971

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

 Austin TX 78714-8971

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

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

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

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

**PERFORMANCE WORK STATEMENT (PWS)**

**FOR**

**WIRELESS INTERNET ACCESS (WI-FI)**

**AT**

**VETERANS AFFAIRS MEDICAL CENTER (VAMC) MARION, IL**

**AND IT’S**

**COMMUNITY BASED OUTPATIENT CLINICS (CBOC’S)**

**Scope**

Contractor shall provide for a Veterans Guest Internet Access (VGIA), a wireless internet access service made available to our veterans, their families and guests waiting within our 14 Veterans Affairs (VA) campus location Waiting Rooms (WRs) (Marion @ 27 WRs, Evansville @ 8 WRs, 10 Community Based Outpatient Clinics (CBOCS) @ 1 WR per each location and Marion Primary Care Annex @ 1 WR location. Only WRs are required to receive wireless coverage. See Drawing: VA-001 Plans for WR locations.

Contractor’s solutions shall utilize new dedicated DSL lines at all campus locations. Contractor shall provide solutions meeting or exceeding technical requirements below. Contractor’s solution shall provide minimum Service transmission speeds in all areas of all WRs. Contractor shall be responsible for the design, configuration and installation of all devices, wiring and software needed for a VGIA system which meets the Quality of Service (QOS) requirements below.

Contractor’s Point of Contact (POC) for this project is the VAMC’s Contract Officer (CO). CO’s POC is the VAMC’s Contact Officer Representative (COR).

Electrical Power (EP) outlets are a VA responsibility.

No Uninterrupted Power Supply (UPS) systems proposed.

**Design & Installation Costs (DIC)**

Contractor shall provide CO with a proposal which identifies all DICs. DICs shall breakdown costs on a campus by campus basis.

Government shall pay Contractor for all DICs after Service has been tested by Contractor and certified, by CO (with COR assistance) to be in conformance with the requirements of this PWS. Payment constitutes final acceptance by the Government for DIC portion of Work.

**Base Year (1)** (recurring monthly internet service charges)

Contractor shall provide CO with a proposal for a monthly flat-rate fee of recurring charges for Service. CO shall provide Contractor POC for monthly invoicing. Contractor shall provide the VA with (1) monthly invoice which aggregates the fees for all service locations.

Base Year Service period shall begin when DIC payment is made. Government reserves the right to cancel Service at any time and pay only for months used.

**Option Years (4)** (recurring monthly internet service charges)

Contractor shall be obligated to use the same monthly flat-rate fee of recurring charges for Service which were used in the Base Year. Contractor shall continue to provide the VA with (1) monthly invoice which aggregates the fees for all service locations.

Government reserves the right to cancel Service at any time and pay only for months use**d.**

**Deliverables**

1. Before Contractor’s work (planning) can begin, Contractor shall provide CO a letter stating that his/her Corporation bares no relation to and has no past or current affiliation with any VAMC employee who the Contractor believes to be involved with the execution of this project.
2. Before Contractor’s work (planning) can begin, Contractor shall test for possible interference with existing medical center systems. Contactor shall insure that new Work will not interfere with existing systems.
3. Before Contractor’s Work (on-site operations) can begin, Contractor shall provide CO with Device and Wiring Diagrams (DWDs) for each floor. DWDs shall clearly identify where Contractor requires EP service be provided by Government. DWDs shall show location of requested EP outlets, including height above finish floor. DWD shall specify the amps each EP outlet is anticipated to draw. CO shall provide COR with DWDs.
4. Contractor shall provide public wireless internet access via 2.4GHz 802.11 b/g/n Access Points in the specific areas per facility drawings provided by CO.
5. Contractor shall provide the Internet bandwidth specified by the VAMC to provide a satisfactory user experience for its customers using the VGIA Service. The minimum acceptable Service speed shall be a high-speed circuit with 4Mbs upload and 32Mbs download delivered over Ethernet via an RJ45 handoff.
6. Contractor shall provide all devices (WAPs, switches, repeaters, extenders, routers etc.) and lines (cables and fibers) and all other labor and materials needed for the VGIA infrastructure. Cabling shall be designed to avoid runs which would require work-persons to enter into patient care rooms. Contractor shall provide cables or fibers to Wireless Access Points (WAPs) in locations where building assembly densities and existing wireless signals will likely impede the transmission and reception of wireless signals between WAPs and User devices which meet minimum data transfer speed requirements.
7. Aspergillus (a pathogen which grows within building assemblies) and Asbestos (a carcinogenic used in building products) are likely to be uncovered by Contractor’s Work. Whenever and wherever building assemblies are touched, Contractor shall use both personal protective devices and professional construction dust containment devices and methods to ensure that these pathogens and carcinogens are contained and encapsulated at the source and do not adversely affect persons operating in the vicinity of Contractor’s Work operations. Contractor shall own demolished materials and shall safely remove, at his/her own expense, demolished materials from site locations. Prior to beginning Work, Contractor must submit to CO an Installation Safety Plan which must include, at a minimum: Name and Phone Number of Contractor’s Competent Person (CP). CP(s) is/are person(s) who is/are actively engaged in the project’s installation activities. Contractor shall provide CO with proof that their designated CPs have receive 10hrs minimum of Occupational Safety and Health Administration (OSHA) related training.
8. Contractor shall provide a Public Security solution per US-NIST Cloud Computing definitions.
9. Contractor shall provide for the physical security of his/her installed devices until installation is completed and accepted by the CO. VA’s IT closets shall not be used, under any circumstances, by Contractor. Contractor provided devices (eg switches, WAPS, and POE extenders) shall reside in the ceiling space.
10. Contractor shall adhere to all standards governed by the National Fire Protection Association (NFPA-101 Life Safety Code, 2012 Edition). No firewall discontinuities. Where fire rated floors or walls are penetrated by Contractor, Contractor shall fire-safe the assemblies he/she effected in order to maintain fire ratings.
11. Contractor shall provide an introduction page with usage agreements for acknowledgement at the time of login with information on the program, rules, restrictions, and usage agreements. If user does not agree and acknowledgement, user access is denied. Furthermore, users must acknowledge awareness of the risk of using a public WI-FI.
12. Contractor shall present CO with 2 or more integrated web filtering solutions (WFS). COR shall have the opportunity to review and approve or reject WFS.
13. Contractor shall submit to CO a sign design which COR will review and approve or reject. Contractor shall provide signs within all Waiting Room locations. Signs will provide Contractor’s customers with an easy to read (large print) telephone number which they will be able to call when Service is weak or unavailable. Calls to this number shall be received 24/7/365. Contractor shall provide offsite support to rectify issues directly with their customers within two hours of a service call being placed. Contractor shall provide onsite support within 24 hours.
14. Contractor shall provide 24/7/365 VGIA technical support via a 24/7/365 call center for VAMC staff (COR) to call when there are Contract or Quality of Service (QOS) issues.
15. Contractor shall provide service availability with an expected uptime of no less than 99%.
16. Contractor shall schedule initial devices installation and maintenance during off peak hours, after 2100 local time relevant to the affected facility. Notification of an event extending a preventive maintenance period or which may degrade system performance shall be disseminated to the user community immediately. If the event is foreseen, no less than 7 days prior to the event.
17. Contractor shall relinquish ownership of all installed devices to the Government (CO) upon completion and acceptance by the CO.
18. Contractor shall monitor the typical usage of access points and Internet gateway(s) to define high usage areas; Contractor shall notify the VA of these locations. Contractor shall help VA re-evaluate and upgrade bandwidth should VA determine there is need. The number of projected users is not known at this time.
19. Contractor shall submit to CO a draft testing plan for COR to accept or reject.
20. Contractor shall test, with COR being present, all areas of all rooms to ensure its Service is being providing at a minimal data Upload Transfer Rate (UTR) of 8 megabytes per second, that its Signal Noise (SN) does not exceed 68db and that its Power Settings equal 24 meg.
21. Contractor shall, for each site, provide CO with a Testing Plan which outlines, at a minimum, the devices he/she will employ, at his/her own expense to evaluate
22. Before CO accepts Work, Contractor shall provide CO with final wiring and devices location maps for each floor.

**Campus Locations**

|  |  |
| --- | --- |
| ***MR1*** *Marion VA Medical Center2401 West MainMarion, IL 62959618-997-5311* | ***EV1*** *Evansville Health Care Center6211 E. Waterford BlvdEvansville, IN 477151-800-772-8740* |
| ***EF1*** *Effingham Community Based Outpatient Clinic1901 S. 4th St Suite 21Effingham, IL 62401217-347-7600* | ***HN1*** *Hanson Community Based Outpatient Clinic926 Veterans DriveHanson, KY 42413270-322-8019* |
| ***MN1*** *Mt. Vernon Community Based Outpatient Clinic4105 N. Water Tower PlaceMt. Vernon, IL 62864618-246-2910* | ***PD1*** *Paducah Community Based Outpatient Clinic2620 Perkins Creek Dr.Paducah, KY 42001270-444-8465* |
| ***OW1*** *Owensboro Community Based Outpatient Clinic3400 New Hartford RoadOwensboro, KY 42303270-684-5034* | ***VN1*** *Vincennes Community Based Outpatient Clinic1813 Willow Street Suite 6AVincennes, IN 47591812-882-0894* |
| ***MY1*** *Mayfield Community Based Outpatient Clinic1253 Paris Rd Suite AMayfield, KY 42066270-247-2455* | ***HR1*** *Harrisburg Community Based Outpatient Clinic608 Rollie Moore DriveHarrisburg, IL 62946618-252-6150* |
| ***MR3***  *Primary Care Annex3403 Heartland StreetMarion, IL 62959618-997-5311* | ***CR1*** *Carbondale Community Based Outpatient Clinic1130 East Walnut StreetCarbondale, IL 62901618-351-1031* |
| ***MR2*** *Behavioral Medicine Annex1301 Enterprise Way Suite 68Marion, IL 62959618-997-5311* |  |

SCHEDULE OF SERVICES/COSTS

DESCRIPTION: Contractor will establish and maintain a Veterans Guest Internet Access (VGIA); a wireless internet access service made available to veterans, their families, and guests visiting the Marion VA Medical Center and local CBOC’s. See accompanying drawings with complete list of locations that require Wi-Fi Service. The contractor shall provide full maintenance both remotely and on site, to include all replacement parts, software updates, labor, travel expenses, tools, test equipment and other incidentals necessary to maintain or restore the equipment/service listed in the Performance Work Statement (PWS).

BASE YEAR / SCHEDULE OF SERVICES

The Phase-In of the Wireless Internet has an anticipated Period of Performance of September 1, 2013 through November 30, 2013. During this period the contractor must purchase and install all equipment at each location identified in PWS. This will include all cabling, access points, POE extenders, switches, routers, and all other materials and equipment needed for the Veterans Guest Internet Access (VGIA) infrastructure as specified to meet the standards to performance for the service listed in the PWS. During this period the contractor must purchase and install all equipment at each location identified in PWS.

September 01, 2013 - November 30, 2013

CLIN 0001 QTY U/M Phase-In Price

 Job $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

December 01, 2013 - August 31, 2014

The contractor will establish a monthly flat-rate fee of recurring charges for Internet bandwidth, service, support fees, equipment maintenance, and support for the Veterans Guest Internet Access (VGIA) in accordance with the PWS. The fee will show the cost for each individual location. The cost of each location will be combined for one monthly charged. The Period of Performance is December 1, 2013 through August 31, 2014.

CLIN 0002 QTY U/M Unit Price Yearly Total

 MONTH $\_\_\_\_\_\_\_\_\_\_\_\_\_\_ $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

SCHEDULE OF SERVICES

OPTION YEAR ONE

September 01, 2014 THRU August 31, 2015

The contractor will establish a monthly flat-rate fee of recurring charges for Internet bandwidth, service, support fees, equipment maintenance, and support for the Veterans Guest Internet Access (VGIA) in accordance with the PWS. The fee will show the cost for each individual location. The cost of each location will be combined for one monthly charged. The Period of Performance is September 1, 2014 through August 31, 2015.

CLIN 0002A QTY U/M Unit Price Yearly Total

 MONTH $\_\_\_\_\_\_\_\_\_\_\_\_\_\_ $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

SCHEDULE OF SERVICES

OPTION YEAR TWO

September 01, 2015 THRU August 31, 2016

The contractor will establish a monthly flat-rate fee of recurring charges for Internet bandwidth, service, support fees, equipment maintenance, and support for the Veterans Guest Internet Access (VGIA) in accordance with the PWS. The fee will show the cost for each individual location. The cost of each location will be combined for one monthly charged. The Period of Performance is September 1, 2015 through August 31, 2016.

CLIN 0002B QTY U/M Unit Price Yearly Total

 MONTH $\_\_\_\_\_\_\_\_\_\_\_\_\_\_ $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

SCHEDULE OF SERVICES

OPTION YEAR THREE

September 01, 2016 THRU August 31, 2017

The contractor will establish a monthly flat-rate fee of recurring charges for Internet bandwidth, service, support fees, equipment maintenance, and support for the Veterans Guest Internet Access (VGIA) in accordance with statement of work. The fee will show the cost for each individual location. The cost of each location will be combined for one monthly charged. The Period of Performance is September 1, 2016 through August 31, 2017. During this period the contractor must purchase and install all equipment at each location identified in statement of work.

CLIN 0002C QTY U/M Unit Price Yearly Total

 MONTH $\_\_\_\_\_\_\_\_\_\_\_\_\_\_ $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

SCHEDULE OF SERVICES

OPTION YEAR FOUR

September 01, 2017 THRU August 31, 2018

The contractor will establish a monthly flat-rate fee of recurring charges for Internet bandwidth, service, support fees, equipment maintenance, and support for the Veterans Guest Internet Access (VGIA) in accordance with the PWS. The fee will show the cost for each individual location. The cost of each location will be combined for one monthly charged. The Period of Performance is September 1, 2017 through August 31, 2018.

CLIN 0002D QTY U/M Unit Price Yearly Total

 MONTH $\_\_\_\_\_\_\_\_\_\_\_\_\_\_ $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

TOTAL CONTRACT PRICE $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

# SECTION C - CONTRACT CLAUSES

## C.1 52.203-3 GRATUITIES (APR 1984)

 (a) The right of the Contractor to proceed may be terminated by written notice if, after notice and hearing, the agency head or a designee determines that the Contractor, its agent, or another representative--

 (1) Offered or gave a gratuity (e.g., an entertainment or gift) to an officer, official, or employee of the Government; and

 (2) Intended, by the gratuity, to obtain a contract or favorable treatment under a contract.

 (b) The facts supporting this determination may be reviewed by any court having lawful jurisdiction.

 (c) If this contract is terminated under paragraph (a) above, the Government is entitled--

 (1) To pursue the same remedies as in a breach of the contract; and

 (2) In addition to any other damages provided by law, to exemplary damages of not less than 3 nor more than 10 times the cost incurred by the Contractor in giving gratuities to the person concerned, as determined by the agency head or a designee. (This subparagraph (c)(2) is applicable only if this contract uses money appropriated to the Department of Defense.)

 (d) The rights and remedies of the Government provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

(End of Clause)

## C.2 52.203-7 ANTI-KICKBACK PROCEDURES (OCT 2010)

 (a) *Definitions.*

 "Kickback," as used in this clause, means any money, fee, commission, credit, gift, gratuity, thing of value, or compensation of any kind which is provided, directly or indirectly, to any prime Contractor, prime Contractor employee, subcontractor, or subcontractor employee for the purpose of improperly obtaining or rewarding favorable treatment in connection with a prime contract or in connection with a subcontract relating to a prime contract.

 "Person," as used in this clause, means a corporation, partnership, business association of any kind, trust, joint-stock company, or individual.

 "Prime contract," as used in this clause, means a contract or contractual action entered into by the United States for the purpose of obtaining supplies, materials, equipment, or services of any kind.

 "Prime Contractor" as used in this clause, means a person who has entered into a prime contract with the United States.

 "Prime Contractor employee," as used in this clause, means any officer, partner, employee, or agent of a prime Contractor.

 "Subcontract," as used in this clause, means a contract or contractual action entered into by a prime Contractor or subcontractor for the purpose of obtaining supplies, materials, equipment, or services of any kind under a prime contract.

 "Subcontractor," as used in this clause, (1) means any person, other than the prime contractor, who offers to furnish or furnishes any supplies, materials, equipment, or services of any kind under a prime contract or a subcontract entered into in connection with such prime contract, and (2) includes any person who offers to furnish or furnishes general supplies to the prime Contractor or a higher tier subcontractor.

 "Subcontractor employee," as used in this clause, means any officer, partner, employee, or agent of a subcontractor.

 (b) The Anti-Kickback Act of 1986 (41 U.S.C. 51-58) (the Act), prohibits any person from--

 (1) Providing or attempting to provide or offering to provide any kickback;

 (2) Soliciting, accepting, or attempting to accept any kickback; or

 (3) Including, directly or indirectly, the amount of any kickback in the contract price charged by a prime Contractor to the United States or in the contract price charged by a subcontractor to a prime Contractor or higher tier subcontractor.

 (c) (1) The Contractor shall have in place and follow reasonable procedures designed to prevent and detect possible violations described in paragraph (b) of this clause in its own operations and direct business relationships.

 (2) When the Contractor has reasonable grounds to believe that a violation described in paragraph (b) of this clause may have occurred, the Contractor shall promptly report in writing the possible violation. Such reports shall be made to the inspector general of the contracting agency, the head of the contracting agency if the agency does not have an inspector general, or the Department of Justice.

 (3) The Contractor shall cooperate fully with any Federal agency investigating a possible violation described in paragraph (b) of this clause.

 (4) The Contracting Officer may (i) offset the amount of the kickback against any monies owed by the United States under the prime contract and/or (ii) direct that the Prime Contractor withhold from sums owed a subcontractor under the prime contract, monies withheld, the amount of the kickback. The Contracting Officer may order that monies withheld under subdivision (c)(4)(ii) of this clause be paid over to the Government unless the Government has already offset those monies under subdivision (c)(4)(i) of this clause. In either case, the Prime Contractor shall notify the Contracting Officer when the monies are withheld.

 (5) The Contractor agrees to incorporate the substance of this clause, including subparagraph (c)(5) but excepting subparagraph (c)(1), in all subcontracts under this contract which exceed $150,000.

(End of Clause)

## C.3 52.203-12 LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (OCT 2010)

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

 "Agency" means executive agency as defined in Federal Acquisition Regulation (FAR) 2.101.

 "Covered Federal action" means any of the following actions:

 (1) Awarding any Federal contract.

 (2) Making any Federal grant.

 (3) Making any Federal loan.

 (4) Entering into any cooperative agreement.

 (5) Extending, continuing, renewing, amending, or modifying any Federal contract, grant, loan, or cooperative agreement.

 "Indian tribe" and "tribal organization" have the meaning provided in section 4 of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450b) and include Alaskan Natives.

 "Influencing or attempting to influence" means making, with the intent to influence, any communication to or appearance before 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 in connection with any covered Federal action.

 "Local government" means a unit of government in a State and, if chartered, established, or otherwise recognized by a State for the performance of a governmental duty, including a local public authority, a special district, an intrastate district, a council of governments, a sponsor group representative organization, and any other instrumentality of a local government.

 "Officer or employee of an agency" includes the following individuals who are employed by an agency:

 (1) An individual who is appointed to a position in the Government under Title 5, United States Code, including a position under a temporary appointment.

 (2) A member of the uniformed services, as defined in subsection 101(3), Title 37, United States Code.

 (3) A special Government employee, as defined in section 202, Title 18, United States Code.

 (4) An individual who is a member of a Federal advisory committee, as defined by the Federal Advisory Committee Act, Title 5, United States Code, appendix 2.

 "Person" means an individual, corporation, company, association, authority, firm, partnership, society, State, and local government, regardless of whether such entity is operated for profit, or not for profit. This term excludes an Indian tribe, tribal organization, or any other Indian organization eligible to receive Federal contracts, grants, cooperative agreements, or loans from an agency, but only with respect to expenditures by such tribe or organization that are made for purposes specified in paragraph (b) of this clause and are permitted by other Federal law.

 "Reasonable compensation" means, with respect to a regularly employed officer or employee of any person, compensation that is consistent with the normal compensation for such officer or employee for work that is not furnished to, not funded by, or not furnished in cooperation with the Federal Government.

 "Reasonable payment" means, with respect to professional and other technical services, a payment in an amount that is consistent with the amount normally paid for such services in the private sector.

 "Recipient" includes the Contractor and all subcontractors. This term excludes an Indian tribe, tribal organization, or any other Indian organization eligible to receive Federal contracts, grants, cooperative agreements, or loans from an agency, but only with respect to expenditures by such tribe or organization that are made for purposes specified in paragraph (b) of this clause and are permitted by other Federal law.

 "Regularly employed" means, with respect to an officer or employee of a person requesting or receiving a Federal contract, an officer or employee who is employed by such person for at least 130 working days within 1 year immediately preceding the date of the submission that initiates agency consideration of such person for receipt of such contract. An officer or employee who is employed by such person for less than 130 working days within 1 year immediately preceding the date of the submission that initiates agency consideration of such person shall be considered to be regularly employed as soon as he or she is employed by such person for 130 working days.

 "State" means a State of the United States, the District of Columbia, or an outlying area of the United States, an agency or instrumentality of a State, and multi-State, regional, or interstate entity having governmental duties and powers.

 (b) *Prohibition.* 31 U.S.C. 1352 prohibits a recipient of a Federal contract, grant, loan, or cooperative agreement from using appropriated funds to pay 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 in connection with any covered Federal actions. In accordance with 31 U.S.C. 1352, the Contractor shall not use appropriated funds to pay 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 in connection with the award of this contractor the extension, continuation, renewal, amendment, or modification of this contract.

 (1) The term appropriated funds does not include profit or fee from a covered Federal action.

 (2) To the extent the Contractor can demonstrate that the Contractor has sufficient monies, other than Federal appropriated funds, the Government will assume that these other monies were spent for any influencing activities that would be unallowable if paid for with Federal appropriated funds.

 (c) *Exceptions.* The prohibition in paragraph (b) of this clause does not apply under the following conditions:

 (1) *Agency and legislative liaison by Contractor employees.*

 (i) Payment of reasonable compensation made to an officer or employee of the Contractor if the payment is for agency and legislative liaison activities not directly related to this contract. For purposes of this paragraph, providing any information specifically requested by an agency or Congress is permitted at any time.

 (ii) Participating with an agency in discussions that are not related to a specific solicitation for any covered Federal action, but that concern--

 (A) The qualities and characteristics (including individual demonstrations) of the person's products or services, conditions or terms of sale, and service capabilities; or

 (B) The application or adaptation of the person's products or services for an agency's use.

 (iii) Providing prior to formal solicitation of any covered Federal action any information not specifically requested but necessary for an agency to make an informed decision about initiation of a covered Federal action;

 (iv) Participating in technical discussions regarding the preparation of an unsolicited proposal prior to its official submission; and

 (v) Making capability presentations prior to formal solicitation of any covered Federal action by persons seeking awards from an agency pursuant to the provisions of the Small Business Act, as amended by Pub.L. 95-507, and subsequent amendments.

 (2) *Professional and technical services.*

 (i) A payment of reasonable compensation made to an officer or employee of a person requesting or receiving a covered Federal action or an extension, continuation, renewal, amendment, or modification of a covered Federal action, if payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal action or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal action.

 (ii) Any reasonable payment to a person, other than an officer or employee of a person requesting or receiving a covered Federal action or an extension, continuation, renewal, amendment, or modification of a covered Federal action if the payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal action or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal action. Persons other than officers or employees of a person requesting or receiving a covered Federal action include consultants and trade associations.

 (iii) As used in paragraph (c)(2) of this clause, "professional and technical services" are limited to advice and analysis directly applying any professional or technical discipline (for examples, see FAR 3.803(a)(2)(iii)).

 (iv) Requirements imposed by or pursuant to law as a condition for receiving a covered Federal award include those required by law or regulation and any other requirements in the actual award documents.

 (3) Only those communications and services expressly authorized by paragraphs (c)(1) and (2) of this clause are permitted.

 (d) *Disclosure.*

 (1) If the Contractor did not submit OMB Standard Form LLL, Disclosure of Lobbying Activities, with its offer, but registrants under the Lobbying Disclosure Act of 1995 have subsequently made a lobbying contact on behalf of the Contractor with respect to this contract, the Contractor shall complete and submit OMB Standard Form LLL to provide the name of the lobbying registrants, including the individuals performing the services.

 (2) If the Contractor did submit OMB Standard Form LLL disclosure pursuant to paragraph (d) of the provision at FAR 52.203-11, Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions, and a change occurs that affects Block 10 of the OMB Standard Form LLL (name and address of lobbying registrant or individuals performing services), the Contractor shall, at the end of the calendar quarter in which the change occurs, submit to the Contracting Officer within 30 days an updated disclosure using OMB Standard Form LLL.

 (e) *Penalties.*

 (1) Any person who makes an expenditure prohibited under paragraph (b) of this clause or who fails to file or amend the disclosure to be filed or amended by paragraph (d) of this clause shall be subject to civil penalties as provided for by 31 U.S.C.1352. An imposition of a civil penalty does not prevent the Government from seeking any other remedy that may be applicable.

 (2) Contractors may rely without liability on the representation made by their subcontractors in the certification and disclosure form.

 (f) *Cost allowability.* Nothing in this clause makes allowable or reasonable any costs which would otherwise be unallowable or unreasonable. Conversely, costs made specifically unallowable by the requirements in this clause will not be made allowable under any other provision.

 (g) *Subcontracts.*

 (1) The Contractor shall obtain a declaration, including the certification and disclosure in paragraphs (c) and (d) of the provision at FAR 52.203-11, Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions, from each person requesting or receiving a subcontract exceeding $150,000 under this contract. The Contractor or subcontractor that awards the subcontract shall retain the declaration.

 (2) A copy of each subcontractor disclosure form (but not certifications) shall be forwarded from tier to tier until received by the prime Contractor. The prime Contractor shall, at the end of the calendar quarter in which the disclosure form is submitted by the subcontractor, submit to the Contracting Officer within 30 days a copy of all disclosures. Each subcontractor certification shall be retained in the subcontract file of the awarding Contractor.

 (3) The Contractor shall include the substance of this clause, including this paragraph (g), in any subcontract exceeding $150,000.

(End of Clause)

## C.4 52.204-4 PRINTED OR COPIED DOUBLE-SIDED ON POSTCONSUMER FIBER CONTENT PAPER (MAY 2011)

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

 "Postconsumer fiber" means--(1) Paper, paperboard, and fibrous materials from retail stores, office buildings, homes, and so forth, after they have passed through their end-usage as a consumer item, including: used corrugated boxes; old newspapers; old magazines; mixed waste paper; tabulating cards; and used cordage; or

 (2) All paper, paperboard, and fibrous materials that enter and are collected from municipal solid waste; but not

 (3) Fiber derived from printers' over-runs, converters' scrap, and over-issue publications.

 (b) The Contractor is required to submit paper documents, such as offers, letters, or reports that are printed or copied double-sided on paper containing at least 30 percent postconsumer fiber, whenever practicable, when not using electronic commerce methods to submit information or data to the Government.

(End of Clause)

## C.5 52.204-7 CENTRAL CONTRACTOR REGISTRATION (DEC 2012)

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

 "Central Contractor Registration (CCR) database" means the primary Government repository for Contractor information required for the conduct of business with the Government.

 "Data Universal Numbering System (DUNS) number" means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities.

 "Data Universal Numbering System +4 (DUNS+4) number" means the DUNS number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at thediscretion of the business concern to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see the FAR at Subpart 32.11) for the same concern.

 "Registered in the CCR database" means that--

 (1) The offeror has entered all mandatory information, including the DUNS number or the DUNS+4 number, as well as data required by the Federal Funding Accountability and Transparency Act of 2006 (see subpart 4.14), into the CCR database; and

 (2) The Government has validated all mandatory data fields, to include validation of the Taxpayer Identification Number (TIN) with the Internal Revenue Service (IRS), and has marked the record "Active". The offeror will be required to provide consent for TIN validation to the Government as a part of the CCR registration process.

 (b)(1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the CCR database prior to award, during performance, and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.

 (2) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" or "DUNS +4" followed by the DUNS or DUNS +4 number that identifies the offeror's name and address exactly as stated in the offer. The DUNS number will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.

 (c) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.

 (1) An offeror may obtain a DUNS number--

 (i) Via the Internet at [http://fedgov.dnb.com/webform](http://fedgov.dnb.com/webform%20) or if the offeror does not have internet access, it may call Dun and Bradstreet at 1-866-705-5711 if located within the United States; or

 (ii) If located outside the United States, by contacting the local Dun and Bradstreet office. The offeror should indicate that it is an offeror for a U.S. Government contract when contacting the local Dun and Bradstreet office.

 (2) The offeror should be prepared to provide the following information:

 (i) Company legal business.

 (ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.

 (iii) Company Physical Street Address, City, State, and Zip Code.

 (iv) Company Mailing Address, City, State and Zip Code (if separate from physical).

 (v) Company Telephone Number.

 (vi) Date the company was started.

 (vii) Number of employees at your location.

 (viii) Chief executive officer/key manager.

 (ix) Line of business (industry).

 (x) Company Headquarters name and address (reporting relationship within your entity).

 (d) If the Offeror does not become registered in the CCR database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror.

 (e) Processing time, which normally takes 48 hours, should be taken into consideration when registering. Offerors who are not registered should consider applying for registration immediately upon receipt of this solicitation.

 (f) Offerors may obtain information on registration at <https://www.acquisition.gov>.

(End of Provision)

## C.6 52.204-13 CENTRAL CONTRACTOR REGISTRATION MAINTENANCE (DEC 2012)

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

 *Central Contractor Registration (CCR) database* means the primary Government repository for Contractor information required for the conduct of business with the Government.

 *Data Universal Numbering System (DUNS) number* means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities, which is used as the identification number for Federal Contractors.

 *Data Universal Numbering System+4 (DUNS+4) number* means the DUNS number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see the FAR at subpart 32.11) for the same concern.

 *Registered in the CCR database* means that—

 (1) The Contractor has entered all mandatory information, including the DUNS number or the DUNS+4 number, into the CCR database; and

 (2) The Government has validated all mandatory data fields, to include validation of the Taxpayer Identification Number (TIN) with the Internal Revenue Service (IRS), and has marked the record ‘‘Active’’. The Contractor will be required to provide consent for TIN validation to the Government as a part of the CCR registration process.

 (b) The Contractor is responsible for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government’s reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis, from the date of initial registration or subsequent updates, its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

 (c)(1)(i) If a Contractor has legally changed its business name, *doing business as* name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day’s written notification of its intention to—

 (A) Change the name in the CCR database;

 (B)Comply with the requirements of subpart 42.12 of the FAR; and

 (C) Agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor shall provide with the notification sufficient documentation to support the legally changed name.

 (ii) If the Contractor fails to comply with the requirements of paragraph (c)(1)(i) of this clause, or fails to perform the agreement at paragraph (c)(1)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the ‘‘Suspension of Payment’’ paragraph of the electronic funds transfer (EFT) clause of this contract.

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

 (3) The Contractor shall ensure that the DUNS number is maintained with Dun & Bradstreet throughout the life of the contract. The Contractor shall communicate any change to the DUNS number to the Contracting Officer within 30 days after the change, so an appropriate modification can be issued to update the data on the contract. A change in the DUNS number does not necessarily require a novation be accomplished. Dun & Bradstreet may be contacted—

 (i) Via the internet at [*http://fedgov.dnb.com/webform*](http://fedgov.dnb.com/webform%20%20) or if the Contractor does not have internet access, it may call Dun and Bradstreet at 1–866–705–5711 if located within the United States; or

 (ii) If located outside the United States, by contacting the local Dun and Bradstreet office.

 (d) Contractors may obtain additional information on registration and annual confirmation requirements at [*https://www.acquisition.gov*](https://www.acquisition.gov)*.*

(End of Clause)

## C.7 52.212-4 CONTRACT TERMS AND CONDITIONS-- COMMERCIAL ITEMS (FEB 2012)

 (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 the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613). 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, contract 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-- Central Contractor Registration, or 52.232-34, Payment by Electronic Funds Transfer--Other Than Central Contractor Registration), 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 contract 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 Section 611 of the Contract Disputes Act of 1978 (Public Law 95-563), 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. 3701, et seq., Contract Work Hours and Safety Standards Act; 41 U.S.C. 51-58, Anti-Kickback Act of 1986; 41 U.S.C. 265 and 10 U.S.C. 2409 relating to whistleblower protections; 49 U.S.C. 40118, Fly American; and 41 U.S.C. 423 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, and Compliance with Laws Unique to Government Contracts 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) Central Contractor Registration (CCR).

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

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

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

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

 (4) Offerors and Contractors may obtain information on registration and annual confirmation requirements via CCR accessed through <https://www.acquisition.gov> or by calling 1-888-227-2423 or 269-961-5757.

(End of Clause)

## C.8 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (JAN 2013)

 (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) 52.222-50, Combating Trafficking in Persons (FEB 2009) (22 U.S.C. 7104(g)).

 Alternate I (AUG 2007) of 52.222-50 (22 U.S.C. 7104 (g)).

 (2) 52.233-3, Protest After Award (Aug 1996) (31 U.S.C. 3553).

 (3) 52.233-4, Applicable Law for Breach of Contract Claim (Oct 2004) (Pub. L. 108-77, 108-78)

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

 [X] (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Sept 2006), with Alternate I (Oct 1995) (41 U.S.C. 253g and 10 U.S.C. 2402).

 [] (2) 52.203-13, Contractor Code of Business Ethics and Conduct (APR 2010)(Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).

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

 [X] (4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (AUG 2012) (Pub. L. 109-282) (31 U.S.C. 6101 note).

 [] (5) 52.204-11, American Recovery and Reinvestment Act-Reporting Requirements (JUL 2010) (Pub. L. 111-5).

 [X] (6) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (Dec 2010) (31 U.S.C. 6101 note).

 [] (7) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (FEB 2012) (41 U.S.C. 2313).

 [] (8) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (MAY 2012) (section 738 of Division C of Pub. L. 112-74, section 740 of Division C of Pub. L. 111-117, section 743 of Division D of Pub. L. 111-8, and section 745 of Division D of Pub. L. 110-161).

 [] (9) 52.219-3, Notice of HUBZone Set-Aside or Sole Source Award (NOV 2011) (15 U.S.C. 657a).

 [] (10) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (JAN 2011) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

 [] (11) [Reserved]

 [] (12)(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).

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

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

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

 [X] (14) 52.219-8, Utilization of Small Business Concerns (JAN 2011) (15 U.S.C. 637(d)(2) and (3)).

 [] (15)(i) 52.219-9, Small Business Subcontracting Plan (JAN 2011) (15 U.S.C. 637(d)(4)).

 [] (ii) Alternate I (Oct 2001) of 52.219-9.

 [] (iii) Alternate II (Oct 2001) of 52.219-9.

 [] (iv) Alternate III (JUL 2010) of 52.219-9.

 [] (16) 52.219-13, Notice of Set-Aside of Orders (NOV 2011) (15 U.S.C. 644(r)).

 [] (17) 52.219-14, Limitations on Subcontracting (NOV 2011) (15 U.S.C. 637(a)(14)).

 [] (18) 52.219-16, Liquidated Damages--Subcontracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).

 [] (19)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (OCT 2008) (10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer.)

 [] (ii) Alternate I (June 2003) of 52.219-23.

 [] (20) 52.219-25, Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting (DEC 2010) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

 [] (21) 52.219-26, Small Disadvantaged Business Participation Program--Incentive Subcontracting (Oct 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

 [] (22) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (NOV 2011) (15 U.S.C. 657f).

 [X] (23) 52.219-28, Post Award Small Business Program Rerepresentation (APR 2012) (15 U.S.C 632(a)(2)).

 [] (24) 52.219–29, Notice of Set-Aside for Economically Disadvantaged Women-Owned Small Business (EDWOSB) Concerns (APR 2012) (15 U.S.C. 637(m)).

 [] (25) 52.219–30, Notice of Set-Aside for Women-Owned Small Business (WOSB) Concerns Eligible Under the WOSB Program (APR 2012) (15 U.S.C. 637(m)).

 [X] (26) 52.222-3, Convict Labor (June 2003) (E.O. 11755).

 [X] (27) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (MAR 2012) (E.O. 13126).

 [X] (28) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).

 [X] (29) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).

 [X] (30) 52.222-35, Equal Opportunity for Veterans (SEP 2010) (38 U.S.C. 4212).

 [X] (31) 52.222-36, Affirmative Action for Workers with Disabilities (Oct 2010) (29 U.S.C. 793).

 [X] (32) 52.222-37, Employment Reports on Veterans (SEP 2010) (38 U.S.C. 4212).

 [X] (33) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496).

 [X] (34) 52.222-54, Employment Eligibility Verification (JUL 2012). (Executive Order 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) 52.223-15, Energy Efficiency in Energy-Consuming Products (DEC 2007)(42 U.S.C. 8259b).

 [X] (37)(i) 52.223-16, IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products (DEC 2007) (E.O. 13423).

 [] (ii) Alternate I (DEC 2007) of 52.223-16.

 [X] (38) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (AUG 2011)

 [] (39) 52.225-1, Buy American Act--Supplies (FEB 2009) (41 U.S.C. 10a-10d).

 [] (40)(i) 52.225-3, Buy American Act--Free Trade Agreements--Israeli Trade Act (NOV 2012) (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 (MAR 2012) of 52.225-3.

 [] (iii) Alternate II (MAR 2012) of 52.225-3.

 [] (iv) Alternate III (NOV 2012) of 52.225-3.

 [] (41) 52.225-5, Trade Agreements (NOV 2012) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

 [X] (42) 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).

 [] (43) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).

 [] (44) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).

 [] (45) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

 [] (46) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

 [] (47) 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration (Oct 2003) (31 U.S.C. 3332).

 [X] (48) 52.232-34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration (May 1999) (31 U.S.C. 3332).

 [] (49) 52.232-36, Payment by Third Party (FEB 2010) (31 U.S.C. 3332).

 [] (50) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

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

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

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

 [X] (1) 52.222-41, Service Contract Act of 1965 (Nov 2007) (41 U.S.C. 351, et seq.).

 [X] (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

|  |  |
| --- | --- |
| Employee Class | Monetary Wage-Fringe Benefits |
| Telecommunications Mechanic I | $24.81 |
| Maintenance Trades Helper | $18.37 |
| Health & Welfare | $3.81 per hour |
| or $152.40 per Week or $660.40 | per month |
|  |  |

 [X] (3) 52.222-43, Fair Labor Standards Act and Service Contract Act--Price Adjustment (Multiple Year and Option Contracts) (Sep 2009) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

 [] (4) 52.222-44, Fair Labor Standards Act and Service Contract Act--Price Adjustment (Sep 2009) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

 [] (5) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (Nov 2007) (41 U.S.C. 351, et seq.).

 [] (6) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services--Requirements (FEB 2009) (41 U.S.C. 351, et seq.).

 [] (7) 52.222-17, Nondisplacement of Qualified Workers (JAN 2013) (E.O.13495).

 [] (8) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (MAR 2009)(Pub. L. 110-247)

 [] (9) 52.237-11, Accepting and Dispensing of $1 Coin (SEP 2008) (31 U.S.C. 5112(p)(1)).

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

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

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

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

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

 (i) 52.203-13, Contractor Code of Business Ethics and Conduct (APR 2010) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).

 (ii) 52.219-8, Utilization of Small Business Concerns (DEC 2010) (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 $650,000 ($1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

 (iii) 52.222-17, Nondisplacement of Qualified Workers (JAN 2013) (E.O. 13495). Flow down required in accordance with paragraph (l) of FAR clause 52.222-17.

 (iv) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).

 (v) 52.222-35, Equal Opportunity for Veterans (SEP 2010) (38 U.S.C. 4212).

 (vi) 52.222-36, Affirmative Action for Workers with Disabilities (Oct 2010) (29 U.S.C. 793).

 (vii) 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.

 (viii) 52.222-41, Service Contract Act of 1965 (Nov 2007) (41 U.S.C. 351, et seq.).

 (ix) 52.222-50, Combating Trafficking in Persons (FEB 2009) (22 U.S.C. 7104(g)).

 Alternate I (AUG 2007) of 52.222-50 (22 U.S.C. 7104(g)).

 (x) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements "(Nov 2007)" (41 U.S.C. 351, et seq.).

 (xi) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services-Requirements (FEB 2009)(41 U.S.C. 351, et seq.).

 (xii) 52.222-54, Employee Eligibility Verification (JUL 2012)

 (xiii) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (MAR 2009)(Pub. L. 110-247). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

 (xiv) 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)

## C.9 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 (5 days before contract period expires).(End of Clause)

## C.10 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 (5 days); provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least (15) 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 (5 years ).(End of Clause)

## C.11 52.222-50 COMBATING TRAFFICKING IN PERSONS (FEB 2009)

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

 "Coercion" means--

 (1) Threats of serious harm to or physical restraint against any person;

 (2) Any scheme, plan, or pattern intended to cause a person to believe that failure to perform an act would result in serious harm to or physical restraint against any person; or

 (3) The abuse or threatened abuse of the legal process.

 "Commercial sex act" means any sex act on account of which anything of value is given to or received by any person.

 "Debt bondage" means the status or condition of a debtor arising from a pledge by the debtor of his or her personal services or of those of a person under his or her control as a security for debt, if the value of those services as reasonably assessed is not applied toward the liquidation of the debt or the length and nature of those services are not respectively limited and defined.

 "Employee" means an employee of the Contractor directly engaged in the performance of work under the contract who has other than a minimal impact or involvement in contract performance.

 "Forced Labor" means knowingly providing or obtaining the labor or services of a person --

 (1) By threats of serious harm to, or physical restraint against, that person or another person;

 (2) By means of any scheme, plan, or pattern intended to cause the person to believe that, if the person did not perform such labor or services, that person or another person would suffer serious harm or physical restraint; or

 (3) By means of the abuse or threatened abuse of law or the legal process.

 "Involuntary servitude" includes a condition of servitude induced by means of--

 (1) Any scheme, plan, or pattern intended to cause a person to believe that, if the person did not enter into or continue in such conditions, that person or another person would suffer serious harm or physical restraint; or

 (2) The abuse or threatened abuse of the legal process.

 "Severe forms of trafficking in persons" means--

 (1) Sex trafficking in which a commercial sex act is induced by force, fraud, or coercion, or in which the person induced to perform such act has not attained 18 years of age; or

 (2) The recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.

 "Sex trafficking" means the recruitment, harboring, transportation, provision, or obtaining of a person for the purpose of a commercial sex act.

 (b) *Policy.* The United States Government has adopted a zero tolerance policy regarding trafficking in persons. Contractors and contractor employees shall not--

 (1) Engage in severe forms of trafficking in persons during the period of performance of the contract;

 (2) Procure commercial sex acts during the period of performance of the contract; or

 (3) Use forced labor in the performance of the contract.

 (c) *Contractor requirements.* The Contractor shall--

 (1) Notify its employees of--

 (i) The United States Government's zero tolerance policy described in paragraph (b) of this clause; and

 (ii) The actions that will be taken against employees for violations of this policy. Such actions may include, but are not limited to, removal from the contract, reduction in benefits, or termination of employment; and

 (2) Take appropriate action, up to and including termination, against employees or subcontractors that violate the policy in paragraph (b) of this clause.

 (d) *Notification.* The Contractor shall inform the Contracting Officer immediately of--

 (1) Any information it receives from any source (including host country law enforcement) that alleges a Contractor employee, subcontractor, or subcontractor employee has engaged in conduct that violates this policy; and

 (2) Any actions taken against Contractor employees, subcontractors, or subcontractor employees pursuant to this clause.

 (e) *Remedies*. In addition to other remedies available to the Government, the Contractor's failure to comply with the requirements of paragraphs (c), (d), or (f) of this clause may result in--

 (1) Requiring the Contractor to remove a Contractor employee or employees from the performance of the contract;

 (2) Requiring the Contractor to terminate a subcontract;

 (3) Suspension of contract payments;

 (4) Loss of award fee, consistent with the award fee plan, for the performance period in which the Government determined Contractor non- compliance;

 (5) Termination of the contract for default or cause, in accordance with the termination clause of this contract; or

 (6) Suspension or debarment.

 (f) *Subcontracts.* The Contractor shall include the substance of this clause, including this paragraph (f), in all subcontracts.

 (g) *Mitigating Factor.* The Contracting Officer may consider whether the Contractor had a Trafficking in Persons awareness program at the time of the violation as a mitigating factor when determining remedies. Additional information about Trafficking in Persons and examples of awareness programs can be found at the website for the Department of State's Office to Monitor and Combat Trafficking in Persons at <http://www.state.gov/g/tip>.

(End of Clause)

## C.12 52.223-10 WASTE REDUCTION PROGRAM (MAY 2011)

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

 "Recycling" means the series of activities, including collection, separation, and processing, by which products or other materials are recovered from the solid waste stream for use in the form of raw materials in the manufacture of products other than fuel for producing heat or power by combustion.

 "Waste prevention" means any change in the design, manufacturing, purchase, or use of materials or products (including packaging) to reduce their amount or toxicity before they are discarded. Waste prevention also refers to the reuse of products or materials.

 "Waste reduction" means preventing or decreasing the amount of waste being generated through waste prevention, recycling, or purchasing recycled and environmentally preferable products.

 (b) Consistent with the requirements of section 3(e) of Executive Order 13423, the Contractor shall establish a program to promote cost-effective waste reduction in all operations and facilities covered by this contract. The Contractor's programs shall comply with applicable Federal, State, and local requirements, specifically including Section 6002 of the Resource Conservation and Recovery Act (42 U.S.C. 6962, et seq.) and implementing regulations (40 CFR part 247).

(End of Clause)

## C.13 52.227-1 AUTHORIZATION AND CONSENT (DEC 2007) ALTERNATE II (APR 1984)

 (a) The Government authorizes and consents to all use and manufacture in the performance of any order at any tier or subcontract at any tier placed under this contract for communication services and facilities for which rates, charges, and tariffs are not established by a government regulatory body, of any inventory described in and covered by a United States patent:

 (1) Embodied in the structure or composition of any article the delivery of which is accepted by the Government under this contract; or

 (2) Used in machinery, tools, or methods whose use necessarily results from compliance by the Contractor or a subcontractor with specifications or written provisions forming a part of this contract or with specific written instructions given by the Contracting Officer directing the manner of performance.

 (b) The Contractor shall include the substance of this clause, including this paragraph (b), in all subcontracts that are expected to exceed the simplified acquisition threshold. However, omission of this clause from any subcontract, including those at or below the simplified acquisition threshold, does not affect this authorization and consent.

(End of Clause)

## C.14 52.227-2 NOTICE AND ASSISTANCE REGARDING PATENT COPYRIGHT INFRINGEMENT (DEC 2007)

 (a) The Contractor shall report to the Contracting Officer, promptly and in reasonable written detail, each notice or claim of patent or copyright infringement based on the performance of this contract of which the Contractor has knowledge.

 (b) In the event of any claim or suit against the Government on account of any alleged patent or copyright infringement arising out of the performance of this contract or out of the use of any supplies furnished or work or services performed under this contract, the Contractor shall furnish to the Government, when requested by the Contracting Officer, all evidence and information in the Contractor's possession pertaining to such claim or suit. Such evidence and information shall be furnished at the expense of the Government except where the Contractor has agreed to indemnify the Government.

 (c) The Contractor shall include the substance of this clause, including this paragraph (c), in all subcontracts that are expected to exceed the simplified acquisition threshold.

(End of Clause)

## C.15 52.232-23 ASSIGNMENT OF CLAIMS (JAN 1986)

 (a) The Contractor, under the Assignment of Claims Act, as amended, 31 U.S.C. 3727, 41 U.S.C. 15 (hereafter referred to as "the Act"), may assign its rights to be paid amounts due or to become due as a result of the performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency. The assignee under such an assignment may thereafter further assign or reassign its right under the original assignment to any type of financing institution described in the preceding sentence.

 (b) Any assignment or reassignment authorized under the Act and this clause shall cover all unpaid amounts payable under this contract, and shall not be made to more than one party, except that an assignment or reassignment may be made to one party as agent or trustee for two or more parties participating in the financing of this contract.

 (c) The Contractor shall not furnish or disclose to any assignee under this contract any classified document (including this contract) or information related to work under this contract until the Contracting Officer authorizes such action in writing.

(End of Clause)

## C.16 52.233-1 DISPUTES (JUL 2002)

 (a) This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613).

 (b) Except as provided in the Act, all disputes arising under or related to this contract shall be resolved under this clause.

 (c) "Claim," as used in this clause, means a written demand or written assertion by one of the contracting parties seeking, as a matter of right, the payment of money in a sum certain, the adjustment or interpretation of contract terms, or other relief arising under or relating to this contract. However, a written demand or written assertion by the Contractor seeking the payment of money exceeding $100,000 is not a claim under the Act until certified. A voucher, invoice, or other routine request for payment that is not in dispute when submitted is not a claim under the Act. The submission may be converted to a claim under the Act, by complying with the submission and certification requirements of this clause, if it is disputed either as to liability or amount or is not acted upon in a reasonable time.

 (d)(1) A claim by the Contractor shall be made in writing and, unless otherwise stated in this contract, submitted within 6 years after accrual of the claim to the Contracting Officer for a written decision. A claim by the Government against the Contractor shall be subject to a written decision by the Contracting Officer.

 (2)(i) The Contractor shall provide the certification specified in paragraph (d)(2)(iii) of this clause when submitting any claim exceeding $100,000.

 (ii) The certification requirement does not apply to issues in controversy that have not been submitted as all or part of a claim.

 (iii) The certification shall state as follows: "I certify that the claim is made in good faith; that the supporting data are accurate and complete to the best of my knowledge and belief; that the amount requested accurately reflects the contract adjustment for which the Contractor believes the Government is liable; and that I am duly authorized to certify the claim on behalf of the Contractor."

 (3) The certification may be executed by any person duly authorized to bind the Contractor with respect to the claim.

 (e) For Contractor claims of $100,000 or less, the contracting Officer must, if requested in writing by the Contractor, render a decision within 60 days of the request. For Contractor-certified claims over $100,000, the Contracting Officer must, within 60 days, decide the claim or notify the Contractor of the date by which the decision will be made.

 (f) The Contracting Officer's decision shall be final unless the contractor appeals or files a suit as provided in the Act.

 (g) If the claim by the Contractor is submitted to the Contracting Officer or a claim by the Government is presented to the Contractor, the parties, by mutual consent, may agree to use alternative dispute resolution (ADR). If the Contractor refuses an offer for ADR, the Contractor shall inform the Contracting Officer, in writing, of the Contractor's specific reasons for rejecting the offer.

 (h) The Government shall pay interest on the amount found due and unpaid from (1) the date that the Contracting Officer receives the claim (certified, if required); or (2) the date that payment otherwise would be due, if that date is later, until the date of payment. With regard to claims having defective certifications, as defined in (FAR) 48 CFR 33.201, interest shall be paid from the date that the Contracting Officer initially receives the claim. Simple interest on claims shall be paid at the rate, fixed by the Secretary of the Treasury as provided in the ACT, which is applicable to the period during which the Contracting Officer receives the claim and then at the rate applicable for each 6-month period as fixed by the Treasury Secretary during the pendency of the claim.

 (i) The Contractor shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under the contract, and comply with any decision of the Contracting Officer.

(End of Clause)

## C.17 52.237-2 PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATION (APR 1984)

 The Contractor shall use reasonable care to avoid damaging existing buildings, equipment, and vegetation on the Government installation. If the Contractor's failure to use reasonable care causes damage to any of this property, the Contractor shall replace or repair the damage at no expense to the Government as the Contracting Officer directs. If the Contractor fails or refuses to make such repair or replacement, the Contractor shall be liable for the cost, which may be deducted from the contract price.

(End of Clause)

## C.18 52.237-3 CONTINUITY OF SERVICES (JAN 1991)

 (a) The Contractor recognizes that the services under this contract are vital to the Government and must be continued without interruption and that, upon contract expiration, a successor, either the Government or another contractor, may continue them. The Contractor agrees to (1) furnish phase-in training and (2) exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor.

 (b) The Contractor shall, upon the Contracting Officer's written notice, (1) furnish phase-in, phase-out services for up to 90 days after this contract expires and (2) negotiate in good faith a plan with a successor to determine the nature and extent of phase-in, phase-out services required. The plan shall specify a training program and a date for transferring responsibilities for each division of work described in the plan, and shall be subject to the Contracting Officer's approval. The Contractor shall provide sufficient experienced personnel during the phase-in, phase-out period to ensure that the services called for by this contract are maintained at the required level of proficiency.

 (c) The Contractor shall allow as many personnel as practicable to remain on the job to help the successor maintain the continuity and consistency of the services required by this contract. The Contractor also shall disclose necessary personnel records and allow the successor to conduct on-site interviews with these employees. If selected employees are agreeable to the change, the Contractor shall release them at a mutually agreeable date and negotiate transfer of their earned fringe benefits to the successor.

 (d) The Contractor shall be reimbursed for all reasonable phase-in, phase-out costs (i.e., costs incurred within the agreed period after contract expiration that result from phase-in, phase-out operations) and a fee (profit) not to exceed a pro rata portion of the fee (profit) under this contract.

(End of Clause)

## C.19 52.242-13 BANKRUPTCY (JUL 1995)

 In the event the Contractor enters into proceedings relating to bankruptcy, whether voluntary or involuntary, the Contractor agrees to furnish, by certified mail or electronic commerce method authorized by the contract, written notification of the bankruptcy to the Contracting Officer responsible for administering the contract. This notification shall be furnished within five days of the initiation of the proceedings relating to bankruptcy filing. This notification shall include the date on which the bankruptcy petition was filed, the identity of the court in which the bankruptcy petition was filed, and a listing of Government contract numbers and contracting offices for all Government contracts against which final payment has not been made. This obligation remains in effect until final payment under this contract.

(End of Clause)

## C.20 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.va.gov/oal/library/vaar/

(End of Clause)

## C.21 52.253-1 COMPUTER GENERATED FORMS (JAN 1991)

 (a) Any data required to be submitted on a Standard or Optional Form prescribed by the Federal Acquisition Regulation (FAR) may be submitted on a computer generated version of the form, provided there is no change to the name, content, or sequence of the data elements on the form, and provided the form carries the Standard or Optional Form number and edition date.

 (b) Unless prohibited by agency regulations, any data required to be submitted on an agency unique form prescribed by an agency supplement to the FAR may be submitted on a computer generated version of the form provided there is no change to the name, content, or sequence of the data elements on the form and provided the form carries the agency form number and edition date.

 (c) If the Contractor submits a computer generated version of a form that is different than the required form, then the rights and obligations of the parties will be determined based on the content of the required form.

(End of Clause)

## C.22 VAAR 852.203-70 COMMERCIAL ADVERTISING (JAN 2008)

 The bidder or offeror agrees that if a contract is awarded to him/her, as a result of this solicitation, he/she will not advertise the award of the contract in his/her commercial advertising in such a manner as to state or imply that the Department of Veterans Affairs endorses a product, project or commercial line of endeavor.

(End of Clause)

## C.23 VAAR 852.219-10 VA NOTICE OF TOTAL SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS SET-ASIDE (DEC 2009)

 (a) Definition. For the Department of Veterans Affairs, "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 (or eligible surviving spouses);

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

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

 (iv) The business has been verified for ownership and control and is so listed in the Vendor Information Pages database, (<http://www.VetBiz.gov>).

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

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

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

 (c) Agreement. A service-disabled veteran-owned small business concern agrees that in the performance of the contract, in the case of a contract for:

 (1) Services (except construction), at least 50 percent of the cost of personnel for contract performance will be spent for employees of the concern or employees of other eligible service-disabled veteran-owned small business concerns;

 (2) Supplies (other than acquisition from a nonmanufacturer of the supplies), at least 50 percent of the cost of manufacturing, excluding the cost of materials, will be performed by the concern or other eligible service-disabled veteran-owned small business concerns;

 (3) General construction, at least 15 percent of the cost of the contract performance incurred for personnel will be spent on the concern's employees or the employees of other eligible service-disabled veteran-owned small business concerns; or

 (4) Construction by special trade contractors, at least 25 percent of the cost of the contract performance incurred for personnel will be spent on the concern's employees or the employees of other eligible service-disabled veteran-owned small business concerns.

 (d) A joint venture may be considered a service-disabled veteran owned small business concern if--

 (1) At least one member of the joint venture is a service-disabled veteran-owned small business concern, and makes the following representations: That it is a service-disabled veteran-owned small business concern, and that it is a small business concern under the North American Industry Classification Systems (NAICS) code assigned to the procurement;

 (2) Each other concern is small under the size standard corresponding to the NAICS code assigned to the procurement; and

 (3) The joint venture meets the requirements of paragraph 7 of the explanation of Affiliates in 19.101 of the Federal Acquisition Regulation.

 (4) The joint venture meets the requirements of 13 CFR 125.15(b).

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

(End of Clause)

# SECTION D - CONTRACT DOCUMENTS, EXHIBITS, OR ATTACHMENTS

WD 05-2309 (Rev.-13) was first posted on www.wdol.gov on 06/25/2013

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REGISTER OF WAGE DETERMINATIONS UNDER | U.S. DEPARTMENT OF LABOR

 THE SERVICE CONTRACT ACT | EMPLOYMENT STANDARDS ADMINISTRATION

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

 | WASHINGTON D.C. 20210

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 | Wage Determination No.: 2005-2309

Diane C. Koplewski Division of | Revision No.: 13

Director Wage Determinations| Date Of Revision: 06/19/2013

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States: Illinois, Missouri

Area: Illinois Counties of Alexander, Bond, Calhoun, Clay, Clinton, Effingham,

Fayette, Franklin, Hamilton, Jackson, Jefferson, Jersey, Johnson, Madison,

Marion, Massac, Monroe, Perry, Pope, Pulaski, Randolph, Saline, St Clair,

Union, Washington, Wayne, Williamson

Missouri Counties of Audrain, Boone, Callaway, Clark, Cole, Crawford, Franklin,

 Gasconade, Jefferson, Knox, Lewis, Lincoln, Marion, Monroe, Montgomery, Osage,

 Pike, Ralls, Randolph, Scotland, Shelby, St Charles, St Francois, St Louis,

Ste Genevieve, Warren, Washington

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

OCCUPATION CODE - TITLE FOOTNOTE RATE

01000 - Administrative Support And Clerical Occupations

 01011 - Accounting Clerk I 14.10

 01012 - Accounting Clerk II 15.83

 01013 - Accounting Clerk III 18.57

 01020 - Administrative Assistant 24.14

 01040 - Court Reporter 19.05

 01051 - Data Entry Operator I 12.22

 01052 - Data Entry Operator II 14.40

 01060 - Dispatcher, Motor Vehicle 19.05

 01070 - Document Preparation Clerk 13.51

 01090 - Duplicating Machine Operator 13.51

 01111 - General Clerk I 12.33

 01112 - General Clerk II 15.00

 01113 - General Clerk III 17.07

 01120 - Housing Referral Assistant 20.96

 01141 - Messenger Courier 11.61

 01191 - Order Clerk I 12.99

 01192 - Order Clerk II 14.18

 01261 - Personnel Assistant (Employment) I 16.33

 01262 - Personnel Assistant (Employment) II 19.05

 01263 - Personnel Assistant (Employment) III 20.73

 01270 - Production Control Clerk 20.73

 01280 - Receptionist 15.10

 01290 - Rental Clerk 16.06

 01300 - Scheduler, Maintenance 15.96

 01311 - Secretary I 15.96

 01312 - Secretary II 17.85

 01313 - Secretary III 20.96

 01320 - Service Order Dispatcher 18.12

 01410 - Supply Technician 22.39

 01420 - Survey Worker 19.05

 01531 - Travel Clerk I 11.94

 01532 - Travel Clerk II 12.86

 01533 - Travel Clerk III 13.72

 01611 - Word Processor I 13.51

 01612 - Word Processor II 16.06

 01613 - Word Processor III 19.05

05000 - Automotive Service Occupations

 05005 - Automobile Body Repairer, Fiberglass 22.80

 05010 - Automotive Electrician 20.59

 05040 - Automotive Glass Installer 19.74

 05070 - Automotive Worker 19.74

 05110 - Mobile Equipment Servicer 18.01

 05130 - Motor Equipment Metal Mechanic 21.46

 05160 - Motor Equipment Metal Worker 19.74

 05190 - Motor Vehicle Mechanic 20.40

 05220 - Motor Vehicle Mechanic Helper 16.72

 05250 - Motor Vehicle Upholstery Worker 18.88

 05280 - Motor Vehicle Wrecker 19.74

 05310 - Painter, Automotive 20.59

 05340 - Radiator Repair Specialist 19.74

 05370 - Tire Repairer 15.80

 05400 - Transmission Repair Specialist 21.46

07000 - Food Preparation And Service Occupations

 07010 - Baker 12.77

 07041 - Cook I 11.02

 07042 - Cook II 12.07

 07070 - Dishwasher 8.11

 07130 - Food Service Worker 10.05

 07210 - Meat Cutter 16.34

 07260 - Waiter/Waitress 8.69

09000 - Furniture Maintenance And Repair Occupations

 09010 - Electrostatic Spray Painter 20.56

 09040 - Furniture Handler 13.35

 09080 - Furniture Refinisher 20.56

 09090 - Furniture Refinisher Helper 16.55

 09110 - Furniture Repairer, Minor 18.84

 09130 - Upholsterer 22.61

11000 - General Services And Support Occupations

 11030 - Cleaner, Vehicles 11.74

 11060 - Elevator Operator 11.10

 11090 - Gardener 16.03

 11122 - Housekeeping Aide 11.46

 11150 - Janitor 11.46

 11210 - Laborer, Grounds Maintenance 12.55

 11240 - Maid or Houseman 8.62

 11260 - Pruner 11.10

 11270 - Tractor Operator 15.03

 11330 - Trail Maintenance Worker 12.55

 11360 - Window Cleaner 13.02

12000 - Health Occupations

 12010 - Ambulance Driver 17.73

 12011 - Breath Alcohol Technician 16.55

 12012 - Certified Occupational Therapist Assistant 21.69

 12015 - Certified Physical Therapist Assistant 20.81

 12020 - Dental Assistant 16.87

 12025 - Dental Hygienist 29.20

 12030 - EKG Technician 22.64

 12035 - Electroneurodiagnostic Technologist 22.64

 12040 - Emergency Medical Technician 19.90

 12071 - Licensed Practical Nurse I 14.80

 12072 - Licensed Practical Nurse II 16.55

 12073 - Licensed Practical Nurse III 18.46

 12100 - Medical Assistant 13.28

 12130 - Medical Laboratory Technician 17.14

 12160 - Medical Record Clerk 14.89

 12190 - Medical Record Technician 15.83

 12195 - Medical Transcriptionist 16.10

 12210 - Nuclear Medicine Technologist 31.23

 12221 - Nursing Assistant I 10.22

 12222 - Nursing Assistant II 11.49

 12223 - Nursing Assistant III 12.54

 12224 - Nursing Assistant IV 14.07

 12235 - Optical Dispenser 16.07

 12236 - Optical Technician 15.99

 12250 - Pharmacy Technician 15.52

 12280 - Phlebotomist 14.07

 12305 - Radiologic Technologist 25.09

 12311 - Registered Nurse I 26.36

 12312 - Registered Nurse II 29.18

 12313 - Registered Nurse II, Specialist 29.18

 12314 - Registered Nurse III 35.30

 12315 - Registered Nurse III, Anesthetist 35.30

 12316 - Registered Nurse IV 42.33

 12317 - Scheduler (Drug and Alcohol Testing) 20.03

13000 - Information And Arts Occupations

 13011 - Exhibits Specialist I 18.31

 13012 - Exhibits Specialist II 22.69

 13013 - Exhibits Specialist III 27.76

 13041 - Illustrator I 20.80

 13042 - Illustrator II 25.56

 13043 - Illustrator III 30.15

 13047 - Librarian 26.36

 13050 - Library Aide/Clerk 12.34

 13054 - Library Information Technology Systems 23.81

 Administrator

 13058 - Library Technician 14.61

 13061 - Media Specialist I 17.18

 13062 - Media Specialist II 19.21

 13063 - Media Specialist III 21.43

 13071 - Photographer I 16.71

 13072 - Photographer II 18.69

 13073 - Photographer III 23.16

 13074 - Photographer IV 27.91

 13075 - Photographer V 33.77

 13110 - Video Teleconference Technician 17.77

14000 - Information Technology Occupations

 14041 - Computer Operator I 17.04

 14042 - Computer Operator II 19.06

 14043 - Computer Operator III 21.26

 14044 - Computer Operator IV 23.61

 14045 - Computer Operator V 26.16

 14071 - Computer Programmer I 22.01

 14072 - Computer Programmer II 26.17

 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 18.26

 14160 - Personal Computer Support Technician 25.31

15000 - Instructional Occupations

 15010 - Aircrew Training Devices Instructor (Non-Rated) 34.92

 15020 - Aircrew Training Devices Instructor (Rated) 42.25

 15030 - Air Crew Training Devices Instructor (Pilot) 50.64

 15050 - Computer Based Training Specialist / Instructor 33.63

 15060 - Educational Technologist 28.74

 15070 - Flight Instructor (Pilot) 50.64

 15080 - Graphic Artist 21.87

 15090 - Technical Instructor 20.66

 15095 - Technical Instructor/Course Developer 25.27

 15110 - Test Proctor 16.67

 15120 - Tutor 16.67

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

 16010 - Assembler 9.18

 16030 - Counter Attendant 9.18

 16040 - Dry Cleaner 11.31

 16070 - Finisher, Flatwork, Machine 9.18

 16090 - Presser, Hand 9.18

 16110 - Presser, Machine, Drycleaning 9.18

 16130 - Presser, Machine, Shirts 9.18

 16160 - Presser, Machine, Wearing Apparel, Laundry 9.18

 16190 - Sewing Machine Operator 11.95

 16220 - Tailor 12.63

 16250 - Washer, Machine 9.95

19000 - Machine Tool Operation And Repair Occupations

 19010 - Machine-Tool Operator (Tool Room) 22.05

 19040 - Tool And Die Maker 25.72

21000 - Materials Handling And Packing Occupations

 21020 - Forklift Operator 19.14

 21030 - Material Coordinator 20.64

 21040 - Material Expediter 20.64

 21050 - Material Handling Laborer 19.18

 21071 - Order Filler 12.91

 21080 - Production Line Worker (Food Processing) 18.77

 21110 - Shipping Packer 13.96

 21130 - Shipping/Receiving Clerk 13.96

 21140 - Store Worker I 11.56

 21150 - Stock Clerk 17.04

 21210 - Tools And Parts Attendant 19.14

 21410 - Warehouse Specialist 19.14

23000 - Mechanics And Maintenance And Repair Occupations

 23010 - Aerospace Structural Welder 26.30

 23021 - Aircraft Mechanic I 25.34

 23022 - Aircraft Mechanic II 26.30

 23023 - Aircraft Mechanic III 27.31

 23040 - Aircraft Mechanic Helper 19.24

 23050 - Aircraft, Painter 24.07

 23060 - Aircraft Servicer 21.72

 23080 - Aircraft Worker 22.71

 23110 - Appliance Mechanic 22.59

 23120 - Bicycle Repairer 15.80

 23125 - Cable Splicer 26.41

 23130 - Carpenter, Maintenance 26.52

 23140 - Carpet Layer 22.39

 23160 - Electrician, Maintenance 30.81

 23181 - Electronics Technician Maintenance I 24.18

 23182 - Electronics Technician Maintenance II 25.38

 23183 - Electronics Technician Maintenance III 26.95

 23260 - Fabric Worker 20.13

 23290 - Fire Alarm System Mechanic 23.21

 23310 - Fire Extinguisher Repairer 18.57

 23311 - Fuel Distribution System Mechanic 22.56

 23312 - Fuel Distribution System Operator 17.91

 23370 - General Maintenance Worker 20.67

 23380 - Ground Support Equipment Mechanic 25.34

 23381 - Ground Support Equipment Servicer 21.72

 23382 - Ground Support Equipment Worker 22.71

 23391 - Gunsmith I 18.57

 23392 - Gunsmith II 21.52

 23393 - Gunsmith III 23.58

 23410 - Heating, Ventilation And Air-Conditioning 22.39

 Mechanic

 23411 - Heating, Ventilation And Air Contditioning 23.24

 Mechanic (Research Facility)

 23430 - Heavy Equipment Mechanic 23.21

 23440 - Heavy Equipment Operator 25.39

 23460 - Instrument Mechanic 21.16

 23465 - Laboratory/Shelter Mechanic 22.59

 23470 - Laborer 17.17

 23510 - Locksmith 22.23

 23530 - Machinery Maintenance Mechanic 27.80

 23550 - Machinist, Maintenance 24.17

 23580 - Maintenance Trades Helper 18.37

 23591 - Metrology Technician I 21.16

 23592 - Metrology Technician II 21.96

 23593 - Metrology Technician III 22.79

 23640 - Millwright 27.07

 23710 - Office Appliance Repairer 22.23

 23760 - Painter, Maintenance 23.03

 23790 - Pipefitter, Maintenance 30.12

 23810 - Plumber, Maintenance 28.85

 23820 - Pneudraulic Systems Mechanic 23.58

 23850 - Rigger 23.58

 23870 - Scale Mechanic 21.52

 23890 - Sheet-Metal Worker, Maintenance 26.55

 23910 - Small Engine Mechanic 21.36

 23931 - Telecommunications Mechanic I 24.81

 23932 - Telecommunications Mechanic II 25.76

 23950 - Telephone Lineman 23.55

 23960 - Welder, Combination, Maintenance 23.21

 23965 - Well Driller 23.21

 23970 - Woodcraft Worker 23.58

 23980 - Woodworker 18.57

24000 - Personal Needs Occupations

 24570 - Child Care Attendant 9.61

 24580 - Child Care Center Clerk 13.39

 24610 - Chore Aide 9.28

 24620 - Family Readiness And Support Services 13.20

 Coordinator

 24630 - Homemaker 13.20

25000 - Plant And System Operations Occupations

 25010 - Boiler Tender 25.70

 25040 - Sewage Plant Operator 23.34

 25070 - Stationary Engineer 25.70

 25190 - Ventilation Equipment Tender 18.44

 25210 - Water Treatment Plant Operator 23.34

27000 - Protective Service Occupations

 27004 - Alarm Monitor 17.23

 27007 - Baggage Inspector 12.71

 27008 - Corrections Officer 18.82

 27010 - Court Security Officer 22.13

 27030 - Detection Dog Handler 16.66

 27040 - Detention Officer 18.82

 27070 - Firefighter 25.67

 27101 - Guard I 12.71

 27102 - Guard II 16.66

 27131 - Police Officer I 22.39

 27132 - Police Officer II 24.88

28000 - Recreation Occupations

 28041 - Carnival Equipment Operator 12.57

 28042 - Carnival Equipment Repairer 13.41

 28043 - Carnival Equpment Worker 8.87

 28210 - Gate Attendant/Gate Tender 13.47

 28310 - Lifeguard 11.59

 28350 - Park Attendant (Aide) 15.07

 28510 - Recreation Aide/Health Facility Attendant 11.00

 28515 - Recreation Specialist 18.05

 28630 - Sports Official 12.00

 28690 - Swimming Pool Operator 16.53

29000 - Stevedoring/Longshoremen Occupational Services

 29010 - Blocker And Bracer 23.72

 29020 - Hatch Tender 23.72

 29030 - Line Handler 23.72

 29041 - Stevedore I 22.09

 29042 - Stevedore II 24.90

30000 - Technical Occupations

 30010 - Air Traffic Control Specialist, Center (HFO) (see 2) 35.77

 30011 - Air Traffic Control Specialist, Station (HFO) (see 2) 24.66

 30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2) 27.16

 30021 - Archeological Technician I 19.36

 30022 - Archeological Technician II 21.56

 30023 - Archeological Technician III 25.04

 30030 - Cartographic Technician 27.52

 30040 - Civil Engineering Technician 22.72

 30061 - Drafter/CAD Operator I 19.36

 30062 - Drafter/CAD Operator II 21.56

 30063 - Drafter/CAD Operator III 24.15

 30064 - Drafter/CAD Operator IV 29.71

 30081 - Engineering Technician I 17.67

 30082 - Engineering Technician II 19.83

 30083 - Engineering Technician III 22.18

 30084 - Engineering Technician IV 27.48

 30085 - Engineering Technician V 33.62

 30086 - Engineering Technician VI 40.68

 30090 - Environmental Technician 22.06

 30210 - Laboratory Technician 20.55

 30240 - Mathematical Technician 26.82

 30361 - Paralegal/Legal Assistant I 20.04

 30362 - Paralegal/Legal Assistant II 24.86

 30363 - Paralegal/Legal Assistant III 30.37

 30364 - Paralegal/Legal Assistant IV 36.75

 30390 - Photo-Optics Technician 26.82

 30461 - Technical Writer I 23.51

 30462 - Technical Writer II 28.76

 30463 - Technical Writer III 34.79

 30491 - Unexploded Ordnance (UXO) Technician I 22.74

 30492 - Unexploded Ordnance (UXO) Technician II 27.51

 30493 - Unexploded Ordnance (UXO) Technician III 32.97

 30494 - Unexploded (UXO) Safety Escort 22.74

 30495 - Unexploded (UXO) Sweep Personnel 22.74

 30620 - Weather Observer, Combined Upper Air Or (see 2) 24.15

 Surface Programs

 30621 - Weather Observer, Senior (see 2) 26.82

31000 - Transportation/Mobile Equipment Operation Occupations

 31020 - Bus Aide 12.28

 31030 - Bus Driver 16.52

 31043 - Driver Courier 15.43

 31260 - Parking and Lot Attendant 9.85

 31290 - Shuttle Bus Driver 16.94

 31310 - Taxi Driver 11.23

 31361 - Truckdriver, Light 16.94

 31362 - Truckdriver, Medium 17.97

 31363 - Truckdriver, Heavy 20.79

 31364 - Truckdriver, Tractor-Trailer 20.79

99000 - Miscellaneous Occupations

 99030 - Cashier 8.79

 99050 - Desk Clerk 9.86

 99095 - Embalmer 24.71

 99251 - Laboratory Animal Caretaker I 10.84

 99252 - Laboratory Animal Caretaker II 11.89

 99310 - Mortician 30.54

 99410 - Pest Controller 16.01

 99510 - Photofinishing Worker 13.06

 99710 - Recycling Laborer 18.45

 99711 - Recycling Specialist 22.00

 99730 - Refuse Collector 16.24

 99810 - Sales Clerk 12.95

 99820 - School Crossing Guard 9.90

 99830 - Survey Party Chief 20.39

 99831 - Surveying Aide 13.53

 99832 - Surveying Technician 18.54

 99840 - Vending Machine Attendant 12.95

 99841 - Vending Machine Repairer 15.14

 99842 - Vending Machine Repairer Helper 12.95

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ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: $3.81 per hour or $152.40 per week or $660.40 per month

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

successor; 3 weeks after 8 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 4174)

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 ordinance, explosives, and incendiary materials. This

includes work such as screening, blending, dying, mixing, and pressing of sensitive

ordance, 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 regrading 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

ordance, (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 ordance, 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

ordance, 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.

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

"Service Contract Act Directory of Occupations", Fifth Edition, April 2006,

unless otherwise indicated. Copies of the Directory are available on the Internet. A

links to the Directory may be found on the WHD home page at http://www.dol.

gov/esa/whd/ or through the Wage Determinations On-Line (WDOL) Web site at

http://wdol.gov/.

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. Such

conformed classes of employees shall be paid the monetary wages and furnished the

fringe benefits as are determined. Such conforming process shall be initiated by

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

of employees. The conformed classification, wage rate, and/or fringe benefits shall

be retroactive to the commencement date of the contract. {See Section 4.6 (C)(vi)}

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

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 Wage

and Hour Division, Employment Standards Administration, U.S. Department of Labor,

for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).

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 decision to the contractor.

6) The contractor informs the affected employees.

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" (the Directory) should be used to compare job definitions to insure

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 attached document: 657A5-14-104 VGIA FLOOR PLANS - ALL.

# SECTION E - SOLICITATION PROVISIONS

## E.1 52.209-5 REPRESENTATION BY CORPORATIONS REGARDING AN UNPAID TAX LIABILITY OR A FELONY CONVICTION UNDER ANY FEDERAL LAW (DEVIATION)(MAR 2012)

 (a) In accordance with Division H, sections 8124 and 8125 of P.L. 112-74 and sections 738 and 739 of P.L. 112-55 none of the funds made available by either Act may be used to enter into a contract with any corporation that—

 (1) Has an unpaid federal tax liability, unless the agency has considered suspension or debarment of the corporation and the Suspension and Debarment Official has made a determination that this action is not necessary to protect the interests of the Government.

 (2) Has a felony criminal violation under any Federal or State law within the preceding 24 months, unless the agency has considered suspension or debarment of the corporation and Suspension and Debarment Official has made a determination that this action is not necessary to protect the interests of the Government.

 (b) The Offeror represents that—

 (1) The offeror does [ ] does not [ ] have any unpaid Federal tax liability that has been assessed and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

 (2) The offeror, its officers or agents acting on its behalf have [ ] have not [ ] been convicted of a felony criminal violation under a Federal or State law within the preceding 24 months.

(End of Provision)

## E.2 52.212-1 INSTRUCTIONS TO OFFERORS--COMMERCIAL ITEMS (FEB 2012)

 (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 or 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 (<http://assist.daps.dla.mil>).

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

 (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 (<http://assist.daps.dla.mil/wizard>);

 (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) *Data Universal Numbering System (DUNS) Number*. (Applies to all offers exceeding $3,000, and offers of $3,000 or less if the solicitation requires the Contractor to be registered in the Central Contractor Registration (CCR) database. The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" or "DUNS +4" followed by the DUNS or DUNS +4 number that identifies the offeror's name and address. The DUNS +4 is the DUNS number plus a 4-character suffix that may be assigned at the discretion of the offeror to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see FAR Subpart 32.11) for the same concern. If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one. An offeror within the United States may contact Dun and Bradstreet by calling 1-866-705-5711 or via the internet at <http://www.fedgov.dnb.com/webform>. An offeror located outside the United States must contact the local Dun and Bradstreet office for a DUNS number. The offeror should indicate that it is an offeror for a Government contract when contacting the local Dun and Bradstreet office.

 (k) *Central Contractor Registration*. Unless exempted by an addendum to this solicitation, by submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the CCR database prior to award, during performance and through final payment of any contract resulting from this solicitation. If the Offeror does not become registered in the CCR database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror. Offerors may obtain information on registration and annual confirmation requirements via the CCR database through <https://www.acquisition.gov> or by calling 1-888-227-2423 or 269-961-5757.

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

 (1) The agency's evaluation of the significant weak or deficient factors in the debriefed offeror's offer.

 (2) The overall evaluated cost or price and technical rating of the successful and the debriefed offeror and past performance information on the debriefed offeror.

 (3) The overall ranking of all offerors, when any ranking was developed by the agency during source selection.

 (4) A summary of the rationale for award;

 (5) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.

 (6) Reasonable responses to relevant questions posed by the debriefed offeror as to whether source-selection procedures set forth in the solicitation, applicable regulations, and other applicable authorities were followed by the agency.

(End of Provision)

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

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

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

1. In addition to the information requested in Paragraph (b) entitled “Submission of Offers”, offerors shall include the following with their offers in order to be considered for award:

 a. Offerors are required to complete Blocks 17 and 30 of the SF 1449, desired parts of the Schedule of Supplies or Services and Prices/Costs in the manner requested, and FAR 52.212-3, Offeror Representations and Certifications – Commercial Items. In doing so, the offeror accedes to the contract terms and conditions as written in the RFP. Only Paragraph (k) of 52.212-3 applies if the offeror has completed online representations and certifications at the ORCA website: <http://orca/bpn.gov>.

 b. Telegraphic offers (submitted by telegram or mailgram) will not be accepted.

 c. Facsimile offers will not be accepted.

 d. Electronic Submission of Offers: Offerors may submit an electronic version of the technical and past performance (technical) and price/cost (Price) proposals via email to wayne.henthorne@va.gov. The email must have the solicitation number identified in the subject line. Files must be readable using Microsoft Office 2007, Work, Excel, PowerPoint, or Access. Scanner resolutions must be set at least 200 dots per inch (dpi) when submitting files in Adobe PDF. Ensure that attachments are not too large to be emailed. When splitting up the attachment, be sure to identify on the email subject line, i.e., P-0764/ABC Company/1 of 4. Note: Zip files are not acceptable. *It is incumbent upon the offeror to ensure that their proposal is received by the due date and time when submitting electronically.*

2. Tailoring of Paragraph (c), Period for Acceptance of Offers: The Offeror agrees to hold the prices in its offer firm for 90 calendar days from the date specified for receipt of offers.

3. **TECHNICAL QUESTIONS**: Offerors should submit all technical questions regarding this solicitation to the Contracting Officer in writing.  **Questions may be sent via e-mail to** **wayne.henthorne@va.gov****. Subject shall be identified as Sol. VA255-13-R-1131. Verbal questions will not be addressed**. All responses to questions, which may affect offers, will be incorporated via an amendment to the solicitation. *Questions must be received no later than five (5) days prior to the Offeror Due Date indicated in Block 8 of the SF 1449.*

4. **PROPOSAL EVALUATION**:

 a. Proposals will be evaluated for both technical merit and price reasonableness following the evaluation procedures of this solicitation. The proposal format, which follows, has been included to assist you in preparing a complete proposal. In order to provide full consideration of your qualifications and ability for contract award, you are encouraged to ensure that the information furnished in support of your proposal is factual, accurate and complete.

 b. You may provide information you believe will enhance your proposal, however, overly elaborate presentations are not desired. Failure to provide the information requested may render the offer’s proposal as unacceptable. The Government reserves the right to verify any information provided.

 c. The government is not obligated to request any additional information from an offeror who does not provide sufficiently detailed information of which an accurate evaluation can be made of an offeror’s proposal. Failure to submit complete information in the manner described above for the Technical Proposal may be considered a “no response” and excludes the proposal from further consideration.

 d. The Technical Proposal will be submitted in a narrative form, which clearly addresses the Evaluation Factors and Sub Factors for Award as outlined in the following paragraphs**. Each response shall address each element in the sequence listed and clearly identify which element is being addressed**. This is not intended to restrict answering in as much detail as the offeror deems necessary to adequately present and address each element in the technical proposal. Offeror must identify any subcontractors proposed to be utilized for the provision of services required under this solicitation. All elements applicable to the utilization of subcontractors must be addressed in the technical proposal.

5. P**ROPOSAL FORMAT**: Proposals must be submitted in two parts: (1) Technical Proposal and (2) Price Proposal. Two signed copies each of the technical and price proposal shall be submitted as identified on Page 1, Block 28. The Technical Proposal shall contain no discussion of price. The Price proposal shall consist of the completed entire solicitation document. PLEASE DO NOT SPIRAL BIND PROPOSALS. The technical proposal should be written so that information technology oriented personnel can make a thorough evaluation and arrive at a sound determination as to whether the proposal meets the requirements of this solicitation. To this end, the technical proposal shall be specific, detailed and complete as to clearly and fully demonstrate that the prospective contractor has a thorough understanding of the technical requirements contained in the Performance Work Statement (PWS).

Statements such as “the Offeror understands”, “will comply with the statement of work”, “standard procedures will be employed”, “well known techniques will be used”, and general paraphrasing of the PWS are considered inadequate. The technical proposal must provide details concerning what the contractor will do and how it will be done. This includes a full explanation of the techniques, disciplines, and procedures proposed to be followed.

**Price Proposal** shall consist of complete entire solicitation document.

Completed Standard Form 1449, signed acknowledgements of amendment (SF30). (Applicable only if any amendments are issued against this solicitation).

 Completed certification and representation located at FAR 52.212-3.

The Contractor’s Price Proposal shall be for the period of performance in accord with the Contract Line Item Number (CLIN) structure as detailed in the Schedule of Service.

**Technical Proposal** shall notcontain any reference to price; however, information concerning labor allocation and categories, labor hours, consultants, travel, materials, equipment, and other information of interest to technical reviewers shall be contained in the technical proposal in sufficient detail so that the Offeror’s understanding of the scope of the work may be adequately evaluated.

The technical proposal **shall be** page numbered, contain a table of contents, be organized in the following sections, and address in detail the following:

**PART 1: INTRODUCTION**

This section shall provide any necessary background information and an overview of the proposal which the Offeror believes will assist in the understanding and accurate evaluation of the proposal.

**PART 2: TECHNICAL CAPABILITY**

The Offeror shall provide a detailed description of their technical capability in sufficient detail to evidence the Offeror’s understanding of the PWS:

**6. TECHNICAL EVALUATION FACTORS FOR AWARD:** Proposals will be evaluated and scored based upon the technical factors set forth below. Factors 1, 2, and 3 are considered non-cost technical factors. These non-cost technical factors listed are of equal importance. Technical and past performance, when combined, are of equal important to cost or price. The VA will evaluate the proposals, and score each proposal using adjectival rating. The contractor that provides the best value to the Government will be awarded the contract.

**7. EVALUATION FACTORS:**

 **FACTOR 1: OPERATIONAL PLAN:** *(Sub Factors (a) (b) and (c) are in descending order of importance):*

a. **Technical Approach:** The offeror shall provide a narrative summary describing the operational plan for satisfying all the deliverables in the Scope of Work to establish a Guest WI-FI service throughout the main VAMC campus at Marion, IL including twelve satellite locations located within a 115 mile radius of the main campus. The offeror will utilize the supplied architectural drawings depicting the desired locations for Guest WI-FI installation. Offeror shall provide proof that they are license to perform work in the State of Illinois, Kentucky, and Indiana.

 b. **Phase-In Plan:** The Offeror shall provide a detailed phase-in plan, which discusses the Offeror’s scheduling, phasing in all functional actives, and milestones dates for implementation. The phase-in period shall have duration of no more than three (3) months.

 c. **Problems Encountered:** The offeror shall provide information on potential problems encountered on the similar contracts; such as increased utilization and present strategies for correcting the problem.

 **FACTOR 2: PERSONNEL** *(Sub Factors (a), and (b) are in descending order of importance):*

a. **Management Plan**: The offeror describe their overall management methodology and how that methodology will translate into successful contract performance. The offeror shall identify proposed operation manager(s) and supervisor(s) and supply brief descriptions of prior experience, responsibility, and authorities for the management of this contract

b. **Staffing Plan:** The offeror shall provide documentation and qualifications of all personnel proposed for assignment.

**FACTOR 3: PAST PERFORMANCE** *(Sub Factors of (a) are of equal importance):*

 a. Provide a list of at a minimum three (3) contracts, current or completed during the past five (5) years from the date listed in Block 6 of the SF 1449. Contracts listed must be relevant in scope, size, and complexity of requirements being requested under this solicitation. Contracts listed may include those entered into by Federal, State, and local governments and private-sector customers. Verify and include the following up-to-date information for each contract:

* + Name and address of contracting activity
	+ Name and telephone number of Contracting Officer or manager
	+ Name and telephone number of Program Manager or COR if available
	+ Dates of contract performance
	+ Total contract value
	+ List of any subcontractors

**PAST PERFORMANCE EVALUATION CRITERIA (How past performance will be evaluated):**

 a. Offerors shall submit the above information as part of their technical proposal for both the offeror and proposed major subcontractors. Performance information will be used for both responsibility determinations and as an evaluation factor against which offerors’ relative rankings will be compared to assure best value to the Government. The Government will focus on information that demonstrates quality of performance relative to the size and complexity of the procurement under consideration.

 b. Assessment of the offeror’s past performance will be one means of evaluating the credibility of the offeror’s proposal, and relative capability to meet performance requirements. Information utilized will be obtained from the references listed in the proposal, other customers known to the Government, and others who may have useful and relevant information; and the information obtained will be used for both the responsibility determination and the best value decision. The evaluation will take into account past performance information regarding predecessor companies, key personnel who have relevant experience or subcontractors that will perform major or critical aspects of the requirement when such information is relevant to the instant acquisition.

 c. Evaluation of past performance will often be quite subjective based on consideration of all relevant facts and circumstances. It will include a determination of the offeror's commitment to customer satisfaction and will include conclusions of informed judgment. However, the basis for conclusions of judgment will be documented.

 d. In the case of an offeror without a record of relevant past performance or for whom information on past performance is not available, the offeror will not be evaluated favorably or unfavorably on past performance. This type offeror will either be given a neutral rating; or an evaluation of the performance of the proposed key personnel on relevant contracts, or past performance with respect to predecessor companies, or subcontractors that perform key aspects of the requirement can be used, as appropriate, as part or all of the past performance evaluation.

**FACTOR 4: PRICE:** This factor indicates what each offeror's proposal will cost the Government, if selected. The price proposal deliverables identified in the Scope of Work will be evaluated by the Contracting Officer. All price proposal deliverables must be met or the proposal will be excluded from further evaluation. Pricing will be evaluated comparatively as part of a best value determination. If requested by the Contracting Officer, the offeror shall furnish an itemized breakdown of costs to aid the Contracting Officer in determining price reasonableness.

**8. BASIS FOR AWARD:**

 a. Award will be made to the responsible, responsive offeror whose offer, conforming to this solicitation, is determined to be the best value to the Government (price and technical factors considered).

 b. If it is in the best interest of the Government, award may be made to other than the lowest priced offeror or other than the highest technically rated offeror. Offerors are advised that if the Technical Evaluation Panel determines that all factors (other than cost) are essentially equal, award will be made on the basis of the lowest offered total cost for the Base Year plus Option Years I, II, III and IV.

 c. The Government intends to evaluate offers and make award without conducting discussions with offerors. However, if a determination is made that discussions are necessary, a competitive range will be established by the Contracting Officer comprised of all the most highly rated proposals. Even though an offer may meet the minimum needs of the Government as set forth in this solicitation, a proposal might be eliminated after being compared with other higher-rated proposals. In determining the competitive range, price will be considered by the Contracting Officer.

 (End of Addendum to 52.212-1)

## E.3 52.212-2 EVALUATION--COMMERCIAL ITEMS (JAN 1999)

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

*Factors and sub factors are listed in descending order of importance.*

TECHNICAL FACTORS

 FACTOR 1: OPERATIONAL PLAN

 Sub Factor a: Technical Approach

 Sub Factor b: Phase-In Plan

 Sub Factor c: Problems Encountered

 FACTOR 2: PERSONNEL

 Sub Factor a: Management Plan

 Sub Factor b: Staffing Plan

 FACTOR 3: PAST PERFORMANCE

 PRICE

 **Technical and past performance, when combined, are .**

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

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

(End of Provision)

## E.4 52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS--COMMERCIAL ITEMS (DEC 2012)

 An offeror shall complete only paragraph (b) of this provision if the offeror has completed the annual representations and certifications electronically via <https://www.acquisition.gov>. If an offeror has not completed the annual representations and certifications electronically at the ORCA website, the offeror shall complete only paragraphs (c) through (o) 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.

 "Inverted domestic corporation", as used in this section, means a foreign incorporated entity which is treated as an inverted domestic corporation under 6 U.S.C. 395(b), i.e., a corporation that used to be incorporated in the United States, or used to be a partnership in the United States, but now is incorporated in a foreign country, or is a subsidiary whose parent corporation is incorporated in a foreign country, that meets the criteria specified in 6 U.S.C. 395(b), applied in accordance with the rules and definitions of 6 U.S.C. 395(c). An inverted domestic corporation as herein defined does not meet the definition of an inverted domestic corporation as defined by the Internal Revenue Code at 26 U.S.C. 7874.

 "Manufactured end product" means any end product in Federal Supply Classes (FSC) 1000-9999, except--

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

 (2) Federal Supply Group (FSG) 87, Agricultural Supplies;

 (3) FSG 88, Live Animals;

 (4) FSG 89, Food and Related Consumables;

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

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

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

 (8) FSC 9610, Ores;

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

 (10) FSC 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.

 "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.

 "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.

 "Veteran-owned small business concern" means a small business concern--

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

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

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

 "Women-owned small business concern" means a small business concern--

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

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

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

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

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

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

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

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

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

 (4) *Small disadvantaged business concern.* [*Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.*] The offeror represents, for general statistical purposes, 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) [*Complete only if the solicitation contains the clause at FAR 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns, or FAR 52.219-25, Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting, and the offeror desires a benefit based on its disadvantaged status.*]

 (i) *General.* The offeror represents that either--

 (A) It [ ] is, [ ] is not certified by the Small Business Administration as a small disadvantaged business concern and identified, on the date of this representation, as a certified small disadvantaged business concern in the CCR Dynamic Small Business Search database maintained by the Small Business Administration, and that no material change in disadvantaged ownership and control has occurred since its certification, and, where the concern is owned by one or more individuals claiming disadvantaged status, the net worth of each individual upon whom the certification is based does not exceed $750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); or

 (B) It [ ] has, [ ] has not submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

 (ii) [ ] *Joint Ventures under the Price Evaluation Adjustment for Small Disadvantaged Business Concerns.* The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements in 13 CFR 124.1002(f) and that the representation in paragraph (c)(10)(i) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. [*The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.*]

 (11) *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)(11)(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 Act Certificate*. (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy American Act--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 Act--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 Act--Free Trade Agreements--Israeli Trade Act Certificate.* (Applies only if the clause at FAR 52.225-3, Buy American Act--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 Act-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 Act--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 Act--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 Act--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 Act--Free Trade Agreements--Israeli Trade Act":

 Canadian End Products:

 Line Item No.

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

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

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

*[List as necessary]*

 (3) *Buy American Act--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 Act--Free Trade Agreements--Israeli Trade Act":

 Canadian or Israeli End Products:

 Line Item No. Country of Origin

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

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

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

*[List as necessary]*

 (4) *Buy American Act--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 Act--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, 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 Act. 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 $3,000 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 Act.* (Certification by the offeror as to its compliance with respect to the contract also constitutes its certification as to compliance by its subcontractor if it subcontracts out the exempt services.)

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

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

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

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

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

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

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

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

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

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

 (i) If the offeror does not certify to the conditions in paragraph (k)(1) or (k)(2) and the Contracting Officer did not attach a Service Contract Act 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 a central contractor registration database to be eligible for award.)

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

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

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

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

 [ ] TIN has been applied for.

 [ ] TIN is not required because:

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

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

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

 (4) *Type of organization.*

 [ ] Sole proprietorship;

 [ ] Partnership;

 [ ] Corporate entity (not tax-exempt);

 [ ] Corporate entity (tax-exempt);

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

 [ ] Foreign government;

 [ ] International organization per 26 CFR 1.6049-4;

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

 (5) *Common parent.*

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

 [ ] Name and TIN of common parent:

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

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

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

 (n) Prohibition on Contracting with Inverted Domestic Corporations

 (1) *Relation to Internal Revenue Code.* An inverted domestic corporation as herein defined does not meet the definition of an inverted domestic corporation as defined by the Internal Revenue Code 25 U.S.C. 7874.

 (2) *Representation.* By submission of its offer, the offeror represents that--

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

 (ii) It 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 $3,000 with Iran’s Revolutionary Guard Corps or any of its officials, agents, or affiliates, the property and interests in property of which are blocked pursuant to the International Emergency Economic Powers Act (50 U.S.C. 1701 *et seq.*) (see OFAC’s Specially Designated Nationals and Blocked Persons List at [*http://www.treasury.gov/ofac/downloads/t11sdn.pdf*](http://www.treasury.gov/ofac/downloads/t11sdn.pdf)).

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

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

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

(End of Provision)

## E.5 52.215-1 INSTRUCTIONS TO OFFERORS--COMPETITIVE ACQUISITION (JAN 2004)

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

 "Discussions" are negotiations that occur after establishment of the competitive range that may, at the Contracting Officer’s discretion, result in the offeror being allowed to revise its proposal.

 "In writing," "writing," or "written" means any worded or numbered expression that can be read, reproduced, and later communicated, and includes electronically transmitted and stored information.

 "Proposal modification" is a change made to a proposal before the solicitation’s closing date and time, or made in response to an amendment, or made to correct a mistake at any time before award.

 "Proposal revision" is a change to a proposal made after the solicitation closing date, at the request of or as allowed by a Contracting Officer as the result of negotiations.

 "Time," if stated as a number of days, is calculated using calendar days, unless otherwise specified, and will include Saturdays, Sundays, and legal holidays. However, if the last day falls on a Saturday, Sunday, or legal holiday, then the period shall include the next working day.

 (b) *Amendments to solicitations.* If this solicitation is amended, all terms and conditions that are not amended remain unchanged. Offerors shall acknowledge receipt of any amendment to this solicitation by the date and time specified in the amendment(s).

 (c) Submission, modification, revision, and withdrawal of proposals.

 (1) Unless other methods (e.g., electronic commerce or facsimile) are permitted in the solicitation, proposals and modifications to proposals shall be submitted in paper media in sealed envelopes or packages (i) addressed to the office specified in the solicitation, and (ii) showing the time and date specified for receipt, the solicitation number, and the name and address of the offeror. Offerors using commercial carriers should ensure that the proposal is marked on the outermost wrapper with the information in paragraphs (c)(1)(i) and (c)(1)(ii) of this provision.

 (2) The first page of the proposal must show-

 (i) The solicitation number;

 (ii) The name, address, and telephone and facsimile numbers of the offeror (and electronic address if available);

 (iii) A statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation and agreement to furnish any or all items upon which prices are offered at the price set opposite each item;

 (iv) Names, titles, and telephone and facsimile numbers (and electronic addresses if available) of persons authorized to negotiate on the offeror’s behalf with the Government in connection with this solicitation; and

 (v) Name, title, and signature of person authorized to sign the proposal. Proposals signed by an agent shall be accompanied by evidence of that agent’s authority, unless that evidence has been previously furnished to the issuing office.

 (3) Submission, modification, revision, and withdrawal of proposals.

 (i) Offerors are responsible for submitting proposals, and any modifications or revisions, 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 proposal or revision is due.

 (ii)(A) Any proposal, modification, or revision 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-

 (1) 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 proposals; or

 (2) 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

 (3) It is the only proposal received.

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

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

 (iv) If an emergency or unanticipated event interrupts normal Government processes so that proposals cannot be received at the office designated for receipt of proposals by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation, the time specified for receipt of proposals 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.

 (v) Proposals may be withdrawn by written notice received at any time before award. Oral proposals in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile proposals, proposals may be withdrawn via facsimile received at any time before award, subject to the conditions specified in the provision at 52.215-5, Facsimile Proposals. Proposals may be withdrawn in person by an offeror or an authorized representative, if the identity of the person requesting withdrawal is established and the person signs a receipt for the proposal before award.

 (4) Unless otherwise specified in the solicitation, the offeror may propose to provide any item or combination of items.

 (5) Offerors shall submit proposals in response to this solicitation in English, unless otherwise permitted by the solicitation, and in U.S. dollars, unless the provision at FAR 52.225-17, Evaluation of Foreign Currency Offers, is included in the solicitation.

 (6) Offerors may submit modifications to their proposals at any time before the solicitation closing date and time, and may submit modifications in response to an amendment, or to correct a mistake at any time before award.

 (7) Offerors may submit revised proposals only if requested or allowed by the Contracting Officer.

 (8) Proposals may be withdrawn at any time before award. Withdrawals are effective upon receipt of notice by the Contracting Officer.

 (d) *Offer expiration date.* Proposals in response to this solicitation will be valid for the number of days specified on the solicitation cover sheet (unless a different period is proposed by the offeror).

 (e) *Restriction on disclosure and use of data*. Offerors that include in their proposals data that they do not want disclosed to the public for any purpose, or used by the Government except for evaluation purposes, shall-

 (1) Mark the title page with the following legend:

 This proposal includes data that shall not be disclosed outside the Government and shall not be duplicated, used, or disclosed-in whole or in part-for any purpose other than to evaluate this proposal. If, however, a contract is awarded to this offeror as a result of-or in connection with- the submission of this data, the Government shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit the Government's right to use information contained in this data if it is obtained from another source without restriction. The data subject to this restriction are contained in sheets [insert numbers or other identification of sheets]; and

 (2) Mark each sheet of data it wishes to restrict with the following legend:

Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal.

 (f) Contract award.

 (1) The Government intends to award a contract or contracts resulting from this solicitation to the responsible offeror(s) whose proposal(s) represents the best value after evaluation in accordance with the factors and subfactors in the solicitation.

 (2) The Government may reject any or all proposals if such action is in the Government’s interest.

 (3) The Government may waive informalities and minor irregularities in proposals received.

 (4) The Government intends to evaluate proposals and award a contract without discussions with offerors (except clarifications as described in FAR 15.306(a)). Therefore, the offeror’s initial proposal should contain the offeror’s best terms from a cost or price and technical standpoint. The Government reserves the right to conduct discussions if the Contracting Officer later determines them to be necessary. If the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals.

 (5) The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit cost or prices offered, unless the offeror specifies otherwise in the proposal.

 (6) The Government reserves the right to make multiple awards if, after considering the additional administrative costs, it is in the Government’s best interest to do so.

 (7) Exchanges with offerors after receipt of a proposal do not constitute a rejection or counteroffer by the Government.

 (8) The Government may determine that a proposal is unacceptable if the prices proposed are materially unbalanced between line items or subline items. Unbalanced pricing exists when, despite an acceptable total evaluated price, the price of one or more contract line items is significantly overstated or understated as indicated by the application of cost or price analysis techniques. A proposal may be rejected if the Contracting Officer determines that the lack of balance poses an unacceptable risk to the Government.

 (9) If a cost realism analysis is performed, cost realism may be considered by the source selection authority in evaluating performance or schedule risk.

 (10) A written award or acceptance of proposal mailed or otherwise furnished to the successful offeror within the time specified in the proposal shall result in a binding contract without further action by either party.

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

 (i) The agency’s evaluation of the significant weak or deficient factors in the debriefed offeror’s offer.

 (ii) The overall evaluated cost or price and technical rating of the successful and the debriefed offeror and past performance information on the debriefed offeror.

 (iii) The overall ranking of all offerors, when any ranking was developed by the agency during source selection.

 (iv) A summary of the rationale for award.

 (v) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.

 (vi) 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.6 52.216-1 TYPE OF CONTRACT (APR 1984)

 The Government contemplates award of a contract resulting from this solicitation.

(End of Provision)

|  |  |  |
| --- | --- | --- |
| **FAR Number** | **Title** | **Date** |
| 52.225-25 | PROHIBITION ON CONTRACTING WITH ENTITIES ENGAGING IN CERTAIN ACTIVITIES OR TRANSACTIONS RELATING TO IRAN-- REPRESENTATION AND CERTIFICATIONS | DEC 2012 |

## E.7 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.va.gov/oal/library/vaar/

(End of Provision)

## E.8 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:

 Mailing Address:

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

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

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

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

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

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

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

 (6) State the form of relief requested; and

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

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

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

(End of Provision)

## E.10 VAAR 852.233-71 ALTERNATE PROTEST PROCEDURE (JAN 1998)

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

(End of Provision)

 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

|  |  |  |
| --- | --- | --- |
| **FAR Number** | **Title** | **Date** |
| 52.232-38 | SUBMISSION OF ELECTRONIC FUNDS TRANSFER INFORMATION WITH OFFER | MAY 1999 |

## E.11 52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS (APR 2012)

 (a)(1) The North American Industry Classification System (NAICS) code for this acquisition is-- .

 (2) The small business size standard is .

 (3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

 (b) Representations.

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

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

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

 (4) Women-owned small business (WOSB) concern eligible under the WOSB Program. [*Complete only if the offeror represented itself as a women-owned small business concern in paragraph (b)(3) of this provision.*] The offeror represents as part of its offer 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 (b)(4)(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.

 (5) Economically disadvantaged women-owned small business (EDWOSB) concern. [*Complete only if the offeror represented itself as a women-owned small business concern eligible under the WOSB Program in (b)(4) of this provision.*] The offeror represents as part of its offer that--

 (i) It [ ] is, [ ] is not an EDWOSB 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 (b)(5)(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.

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

 (7) [*Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (b)(6) of this provision.*] The offeror represents as part of its offer that it [X] is, [ ] is not a service-disabled veteran-owned small business concern.

 (8) [*Complete only if the offeror represented itself as a small business concern in paragraph (b)(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 changes in ownership and control, principal office, or HUBZone employee percentage have occurred since it was certified in accordance with 13 CFR Part 126; and

 (ii) It [ ] is, [ ] is not a HUBZone joint venture that complies with the requirements of 13 CFR Part 126, and the representation in paragraph (b)(8)(i) of this provision is accurate for each HUBZone small business concern participating in the HUBZone joint venture. [*The offeror shall enter the names of each of the HUBZone small business concerns participating in the HUBZone joint venture: \_\_\_\_\_\_\_\_\_.*] Each HUBZone small business concern participating in the HUBZone joint venture shall submit a separate signed copy of the HUBZone representation.

 (c) *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 concern eligible under the WOSB Program.

 "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 the size standard in paragraph (a) of this provision.

 "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 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.

 (d) Notice.

 (1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

 (2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a business concern that is small, HUBZone small, small disadvantaged, service-disabled veteran-owned small, economically disadvantaged women-owned small, or women-owned small eligible under the WOSB Program in order to obtain a contract to be awarded under the preference programs established pursuant to section 8, 9, 15, 31, and 36 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall--

 (i) Be punished by imposition of fine, imprisonment, or both;

 (ii) Be subject to administrative remedies, including suspension and debarment; and

 (iii) Be ineligible for participation in programs conducted under the authority of the Act.

(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)

***Date: 08/16/2013***

***Time: 9:00 a.m. CST***

***Location:***

Marion VA Medical Center

2401 West Main Street

Engineering Mod-4 conference room table area

Marion, IL 62959