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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 00248

Department of Veterans Affairs

Orlando VA Medical Center

5201 Raymond Street

Orlando FL 32803

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 System For Award Management, or
- [] 52.232-36, Payment by Third Party

3. INVOICES: Invoices shall be submitted in arrears:

- a. Quarterly []
- b. Semi-Annually []
- c. Other [] X

4. GOVERNMENT INVOICE ADDRESS: All Invoices from the contractor shall be submitted electronically in accordance with VAAR Clause 852.232-72 Electronic Submission of Payment Requests.

Department of Veterans Affairs

Financial Services Center

P.O. Box 149971

Austin TX 78714-9971

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

AMENDMENT NO	DATE

STATEMENT OF OBJECTIVES – ORLANDO VAMC MY HEALTH E VET RADIO ADVERTISEMENT

Purpose: The radio advertisement/media agency will act as a branding campaign for the Orlando My HealtheVet program which will assist in fulfilling the National T-21 initiative for virtual modality. The campaign will allow Veterans and caregivers to become more aware of the benefits the website has to offer using radio advertisement and/or other suggested marketing tools.

Scope: The purpose of this task is to provide the full range of media advertisement for the My HealtheVet program. This includes radio advertisement, television commercials, billboards, and etc. This Statement of Objectives (SOO) reflects current VA policies and practices, allowing offerors to propose and price a solution to requirements.

The Orlando VA Medical Center expects to increase the Veterans access to communicate electronically with all of their VA health care providers. With the completion of implementing Secure Messaging throughout VA clinical care in 2014, increased My HealtheVet and Secure Messaging clinical adoption and integration will enhance patient access to care in all settings, maximizing Veteran-provider-family collaboration, and ultimately optimizing Veterans' health and serving Veterans of all ages in urban and rural settings. Broad implementation of evidence-based specialty care will reduce readmissions and unnecessary clinic appointments, and decrease Veteran travel to tertiary medical centers and unscheduled visits to the facilities and emergency rooms.

In order to fulfill the T-21 initiative, the Orlando VA Medical Center will ensure a Veteran-centric environment by improving access through leveraging telehealth (HT, CVT, SFT) and other non-face-to-face modalities, for example Secure Messaging, for delivering care in an effort to ensure that 30% or more Veterans are engaged in these modalities of care.

Period of Performance:

Base: Approximately October 2014-September 30, 2015

Option Year 1: October 2015-September 30, 2016

Option Year 2: October 2016-September 30, 2017

Place of Performance: Florida in the following cities: Orlando, Kissimmee, Orange City, Clermont, Daytona, Leesburg, and Viera.

Background: My HealtheVet is VA's award-winning online Personal Health Record (PHR), located at www.myhealth.va.gov. It offers users anywhere, anytime internet access to health care information, resources, and tools. Launched in 2003, My HealtheVet is the gateway to web-based tools that empower Veterans to become active partners in their health care. With My HealtheVet, users' access trusted, secure, and informed VA health and benefits information, at their convenience.

Program Objectives: Reach as many Veterans, their family members and caregivers within the central Florida area. In addition, conduct a performance analysis which is considered a measurable performance standard.

Deliverables: Contractor shall provide 30-60 second media advertisement (radio air time) which should be aired during the hours of: 6:00am-9:00am and again at 3:00pm-6:00pm, Monday-Friday. Target audience is ages 18-44 and shall include all possible races, color, genders, national origins, religions, creed, disability, sexual orientation, gender identity, and/or gender expressions.

Pricing will be based on each individual advertisement and should be provided as a unit rate per advertisement.

BASE YEAR

Day Part	Length	Unit Rate	Spots	Estimated Frequency	Costs	Target Cities	Total # of Ads/days for base options	Total Costs
Mon-Fri 6AM-9AM	30-60 Sec.					Clermont Daytona Kissimmee Orlando Orange City Viera		
Mon-Fri 3PM-6PM	30-60 Sec.					Clermont Daytona Kissimmee Orlando Orange City Viera		

Option Year 1

Day Part	Length	Unit Rate	Spots	Estimated Frequency	Costs	Target Cities	Total # of Ads/days for option 1	Total Costs
Mon-Fri 6AM-9AM	30-60 Sec.					Clermont Daytona Kissimmee Orlando Orange City Viera		

Mon-Fri 3PM-6PM	30-60 Sec.					Clermont Daytona Kissimmee Orlando Orange City Viera		
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Option Year 2

Day Part	Length	Unit Rate	Spots	Estimated Frequency	Costs	Target Cities	Total # of Ads/days for option 2	Total Costs
Mon-Fri 6AM-9AM	30-60 Sec.					Clermont Daytona Kissimmee Orlando Orange City Viera		
Mon-Fri 3PM-6PM	30-60 Sec.					Clermont Daytona Kissimmee Orlando Orange City Viera		

B.2 Price/Cost Schedule**Item Information**

ITEM NUMBER	DESCRIPTION OF SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1	Radio Air Spots Approximately 30 -60 seconds in length Monday-Friday 6am-9am 5 Advertisements per day for 4 month Peak Period	400.00	EA		
2	Radio Air Spots: Approximately 30- 60 seconds Monday-Friday 3pm-6pm - 5 Advertisements per day for 4 month Peak Period Vendor shall be able to conduct a performance analysis which is considered a measurable performance standard.	400.00	EA		
				GRAND TOTAL	

B.3 Delivery Schedule

ITEM NUMBER	QUANTITY	DELIVERY DATE
1	400.00	
2	400.00	

SECTION C - CONTRACT CLAUSES

C.1 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

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

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

(End of Clause)

<u>FAR Number</u>	<u>Title</u>	<u>Date</u>
52.212-4	CONTRACT TERMS AND CONDITIONS—COMMERCIAL ITEMS	MAY 2014
52.224-2	PRIVACY ACT	APR 1984
52.239-1	PRIVACY OR SECURITY SAFEGUARDS	AUG 1996

C.2 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS—COMMERCIAL ITEMS (JUN 2014)

(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) (Public Laws 108-77 and 108-78 (19 U.S.C. 3805 note)).

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

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

☐ (2) 52.203-13, Contractor Code of Business Ethics and Conduct (APR 2010)(41 U.S.C. 3509).

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

☒ (4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (Jul 2013) (Pub. L. 109-282) (31 U.S.C. 6101 note).

☐ (5) [Reserved]

☐ (6) 52.204-14, Service Contract Reporting Requirements (JAN 2014) (Pub. L. 111-117, section 743 of Div. C).

☐ (7) 52.204-15, Service Contract Reporting Requirements for Indefinite-Delivery Contracts (JAN 2014) (Pub. L. 111-117, section 743 of Div. C).

☒ (8) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (Aug 2013) (31 U.S.C. 6101 note).

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

☐ (10) 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).

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

☐ (12) 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).

☐ (13) [Reserved]

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

☐ (ii) Alternate I (NOV 2011).

☐ (iii) Alternate II (NOV 2011).

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

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

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

☐ (16) 52.219-8, Utilization of Small Business Concerns (MAY 2014) (15 U.S.C. 637(d)(2) and (3)).

☐ (17)(i) 52.219-9, Small Business Subcontracting Plan (Jul 2013) (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.

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

☐ (19) 52.219-14, Limitations on Subcontracting (NOV 2011) (15 U.S.C. 637(a)(14)).

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

☐ (21)(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.

☐ (22) 52.219-25, Small Disadvantaged Business Participation Program—Disadvantaged Status and Reporting (Jul 2013) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

☐ (23) 52.219-26, Small Disadvantaged Business Participation Program—Incentive Subcontracting (Oct 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

☐ (24) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (NOV 2011) (15 U.S.C. 657f).

☒ (25) 52.219-28, Post Award Small Business Program Rerepresentation (Jul 2013) (15 U.S.C 632(a)(2)).

☐ (26) 52.219-29, Notice of Set-Aside for Economically Disadvantaged Women-Owned Small Business (EDWOSB) Concerns (Jul 2013) (15 U.S.C. 637(m)).

☐ (27) 52.219-30, Notice of Set-Aside for Women-Owned Small Business (WOSB) Concerns Eligible Under the WOSB Program (Jul 2013) (15 U.S.C. 637(m)).

☒ (28) 52.222-3, Convict Labor (June 2003) (E.O. 11755).

☒ (29) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (JAN 2014) (E.O. 13126).

☒ (30) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).

☒ (31) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).

☒ (32) 52.222-35, Equal Opportunity for Veterans (SEP 2010) (38 U.S.C. 4212).

☒ (33) 52.222-36, Affirmative Action for Workers with Disabilities (Oct 2010) (29 U.S.C. 793).

☒ (34) 52.222-37, Employment Reports on Veterans (SEP 2010) (38 U.S.C. 4212).

☐ (35) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496).

☐ (36) 52.222-54, Employment Eligibility Verification (AUG 2013). (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.)

☐ (37)(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.)

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

☐ (ii) Alternate I (JUN 2014) of 52.223-13.

- ☐ (39)(i) 52.223-14, Acquisition of EPEAT®-Registered Televisions (JUN 2014) (E.O.s 13423 and 13514).
- ☐ (ii) Alternate I (JUN 2014) of 52.223-14.
- ☐ (40) 52.223-15, Energy Efficiency in Energy-Consuming Products (DEC 2007)(42 U.S.C. 8259b).
- ☐ (41)(i) 52.223-16, Acquisition of EPEAT®-Registered Personal Computer Products (JUN 2014) (E.O.s 13423 and 13514).
- ☐ (ii) Alternate I (JUN 2014) of 52.223-16.
- ☒ (42) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (AUG 2011)
- ☐ (43) 52.225-1, Buy American—Supplies (MAY 2014) (41 U.S.C. chapter 83).
- ☒ (44)(i) 52.225-3, Buy American—Free Trade Agreements—Israeli Trade Act (MAY 2014) (41 U.S.C. chapter 83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43).
- ☐ (ii) Alternate I (MAY 2014) of 52.225-3.
- ☐ (iii) Alternate II (MAY 2014) of 52.225-3.
- ☐ (iv) Alternate III (MAY 2014) of 52.225-3.
- ☐ (45) 52.225-5, Trade Agreements (NOV 2013) (19 U.S.C. 2501, *et seq.*, 19 U.S.C. 3301 note).
- ☒ (46) 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).
- ☐ (47) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Jul 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).
- ☐ (48) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).
- ☐ (49) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).
- ☐ (50) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).
- ☐ (51) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).
- ☐ (52) 52.232-33, Payment by Electronic Funds Transfer—System for Award Management (Jul 2013) (31 U.S.C. 3332).
- ☒ (53) 52.232-34, Payment by Electronic Funds Transfer—Other than System for Award Management (Jul 2013) (31 U.S.C. 3332).
- ☐ (54) 52.232-36, Payment by Third Party (MAY 2014) (31 U.S.C. 3332).
- ☐ (55) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).
- ☐ (56)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631).

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

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

☒ (1) 52.222-41, Service Contract Labor Standards (MAY 2014) (41 U.S.C. chapter 67).

☒ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (MAY 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

Employee Class

Monetary Wage-Fringe Benefits

☒ (3) 52.222-43, Fair Labor Standards Act and Service Contract Labor Standards—Price Adjustment (Multiple Year and Option Contracts) (MAY 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

☐ (4) 52.222-44, Fair Labor Standards Act and Service Contract Labor Standards—Price Adjustment (MAY 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

☐ (5) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment—Requirements (MAY 2014) (41 U.S.C. chapter 67).

☐ (6) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services—Requirements (MAY 2014) (41 U.S.C. chapter 67).

☐ (7) 52.222-17, Nondisplacement of Qualified Workers (MAY 2014) (E.O. 13495).

☐ (8) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (MAY 2014) (42 U.S.C. 1792).

☐ (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) (41 U.S.C. 3509).

(ii) 52.219-8, Utilization of Small Business Concerns (MAY 2014) (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 (MAY 2014) (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 Labor Standards (MAY 2014) (41 U.S.C. chapter 67).

(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 Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment—Requirements (MAY 2014) (41 U.S.C. chapter 67).

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

(xii) 52.222-54, Employment Eligibility Verification (AUG 2013).

(xiii) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Jul 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

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

(xv) 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.3 52.217-6 OPTION FOR INCREASED QUANTITY (MAR 1989)

The Government may increase the quantity of supplies called for in the Schedule at the unit price specified. The Contracting Officer may exercise the option by written notice to the Contractor within 15 Days. Delivery of the added items shall continue at the same rate as the like items called for under the contract, unless the parties otherwise agree.

(End of Clause)

C.4 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

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

(End of Clause)

C.5 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 1989)

(a) The Government may extend the term of this contract by written notice to the Contractor by the first day of each fiscal year of the Government or within 60 days after funds for that fiscal year become available, whichever date is later; provided that the Government shall give the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

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

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed the expiration of the contract to include anticipated option.

(End of Clause)

C.6 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.7 VAAR 852.237-70 CONTRACTOR RESPONSIBILITIES (APR 1984)

The contractor shall obtain all necessary licenses and/or permits required to perform this work. He/she shall take all reasonable precautions necessary to protect persons and property from injury or damage during the performance of this contract. He/she shall be responsible for any injury to himself/herself, his/her employees, as well as for any damage to personal or public property that occurs during the performance of this contract that is caused by his/her employees fault or negligence, and shall maintain personal liability and property damage insurance having coverage for a limit as required by the laws of the State of Florida. Further, it is agreed that any negligence of the Government, its officers, agents, servants and employees, shall not be the responsibility of the contractor hereunder with the regard to any claims, loss, damage, injury, and liability resulting there from.

(End of Clause)

SECTION D - CONTRACT DOCUMENTS, EXHIBITS, OR ATTACHMENTS

WD 05-2123 (Rev.-15) was first posted on www.wdol.gov on 08/05/2014

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

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

Diane C. Koplewski Division of
Director Wage Determinations

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State: Florida

Area: Florida Counties of Orange, Osceola, Seminole

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

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		12.83
01012 - Accounting Clerk II		14.39
01013 - Accounting Clerk III		16.10
01020 - Administrative Assistant		20.26
01040 - Court Reporter		19.01
01051 - Data Entry Operator I		11.67
01052 - Data Entry Operator II		13.25
01060 - Dispatcher, Motor Vehicle		17.17
01070 - Document Preparation Clerk		12.27
01090 - Duplicating Machine Operator		12.00
01111 - General Clerk I		11.78
01112 - General Clerk II		12.86
01113 - General Clerk III		14.43
01120 - Housing Referral Assistant		18.23
01141 - Messenger Courier		11.28
01191 - Order Clerk I		11.88
01192 - Order Clerk II		12.96
01261 - Personnel Assistant (Employment) I		13.74
01262 - Personnel Assistant (Employment) II		15.77
01263 - Personnel Assistant (Employment) III		17.14
01270 - Production Control Clerk		18.85
01280 - Receptionist		12.05
01290 - Rental Clerk		13.74
01300 - Scheduler, Maintenance		14.16
01311 - Secretary I		14.16
01312 - Secretary II		16.35
01313 - Secretary III		18.23
01320 - Service Order Dispatcher		14.87
01410 - Supply Technician		21.79
01420 - Survey Worker		15.33
01531 - Travel Clerk I		12.32
01532 - Travel Clerk II		12.86
01533 - Travel Clerk III		13.44
01611 - Word Processor I		14.54

01612 - Word Processor II	16.32
01613 - Word Processor III	18.25
05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer, Fiberglass	19.45
05010 - Automotive Electrician	17.28
05040 - Automotive Glass Installer	16.36
05070 - Automotive Worker	16.36
05110 - Mobile Equipment Servicer	13.56
05130 - Motor Equipment Metal Mechanic	18.18
05160 - Motor Equipment Metal Worker	16.36
05190 - Motor Vehicle Mechanic	18.18
05220 - Motor Vehicle Mechanic Helper	13.10
05250 - Motor Vehicle Upholstery Worker	15.80
05280 - Motor Vehicle Wrecker	16.37
05310 - Painter, Automotive	17.92
05340 - Radiator Repair Specialist	16.36
05370 - Tire Repairer	10.83
05400 - Transmission Repair Specialist	18.18
07000 - Food Preparation And Service Occupations	
07010 - Baker	11.42
07041 - Cook I	10.88
07042 - Cook II	12.39
07070 - Dishwasher	8.71
07130 - Food Service Worker	9.24
07210 - Meat Cutter	12.62
07260 - Waiter/Waitress	9.61
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	14.18
09040 - Furniture Handler	9.40
09080 - Furniture Refinisher	14.18
09090 - Furniture Refinisher Helper	11.04
09110 - Furniture Repairer, Minor	12.53
09130 - Upholsterer	14.72
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	10.22
11060 - Elevator Operator	10.13
11090 - Gardener	13.71
11122 - Housekeeping Aide	10.49
11150 - Janitor	10.71
11210 - Laborer, Grounds Maintenance	11.17
11240 - Maid or Houseman	9.70
11260 - Pruner	9.83
11270 - Tractor Operator	12.62
11330 - Trail Maintenance Worker	10.53
11360 - Window Cleaner	13.14
12000 - Health Occupations	
12010 - Ambulance Driver	15.90
12011 - Breath Alcohol Technician	16.12
12012 - Certified Occupational Therapist Assistant	26.19
12015 - Certified Physical Therapist Assistant	25.00
12020 - Dental Assistant	16.71
12025 - Dental Hygienist	30.66
12030 - EKG Technician	20.11
12035 - Electroneurodiagnostic Technologist	20.11
12040 - Emergency Medical Technician	15.90
12071 - Licensed Practical Nurse I	14.95
12072 - Licensed Practical Nurse II	16.72
12073 - Licensed Practical Nurse III	18.65
12100 - Medical Assistant	13.32
12130 - Medical Laboratory Technician	17.14

12160 - Medical Record Clerk	14.88
12190 - Medical Record Technician	14.89
12195 - Medical Transcriptionist	15.03
12210 - Nuclear Medicine Technologist	30.76
12221 - Nursing Assistant I	9.39
12222 - Nursing Assistant II	10.56
12223 - Nursing Assistant III	11.12
12224 - Nursing Assistant IV	12.46
12235 - Optical Dispenser	19.70
12236 - Optical Technician	16.81
12250 - Pharmacy Technician	15.85
12280 - Phlebotomist	12.46
12305 - Radiologic Technologist	22.22
12311 - Registered Nurse I	22.12
12312 - Registered Nurse II	27.06
12313 - Registered Nurse II, Specialist	27.06
12314 - Registered Nurse III	32.74
12315 - Registered Nurse III, Anesthetist	32.74
12316 - Registered Nurse IV	39.23
12317 - Scheduler (Drug and Alcohol Testing)	22.12
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	18.37
13012 - Exhibits Specialist II	22.76
13013 - Exhibits Specialist III	27.81
13041 - Illustrator I	21.64
13042 - Illustrator II	25.12
13043 - Illustrator III	31.42
13047 - Librarian	27.87
13050 - Library Aide/Clerk	12.77
13054 - Library Information Technology Systems Administrator	25.12
13058 - Library Technician	13.93
13061 - Media Specialist I	16.23
13062 - Media Specialist II	17.11
13063 - Media Specialist III	19.07
13071 - Photographer I	13.91
13072 - Photographer II	15.91
13073 - Photographer III	19.29
13074 - Photographer IV	23.54
13075 - Photographer V	28.55
13110 - Video Teleconference Technician	17.85
14000 - Information Technology Occupations	
14041 - Computer Operator I	17.38
14042 - Computer Operator II	19.58
14043 - Computer Operator III	22.42
14044 - Computer Operator IV	24.72
14045 - Computer Operator V	27.37
14071 - Computer Programmer I	(see 1) 22.24
14072 - Computer Programmer II	(see 1) 27.56
14073 - Computer Programmer III	(see 1)
14074 - Computer Programmer IV	(see 1)
14101 - Computer Systems Analyst I	(see 1)
14102 - Computer Systems Analyst II	(see 1)
14103 - Computer Systems Analyst III	(see 1)
14150 - Peripheral Equipment Operator	17.38
14160 - Personal Computer Support Technician	24.72
15000 - Instructional Occupations	
15010 - Aircrew Training Devices Instructor (Non-Rated)	28.67
15020 - Aircrew Training Devices Instructor (Rated)	39.50
15030 - Air Crew Training Devices Instructor (Pilot)	41.13

15050 - Computer Based Training Specialist / Instructor	30.03
15060 - Educational Technologist	28.24
15070 - Flight Instructor (Pilot)	41.13
15080 - Graphic Artist	22.58
15090 - Technical Instructor	20.56
15095 - Technical Instructor/Course Developer	25.15
15110 - Test Proctor	16.59
15120 - Tutor	16.59
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations	
16010 - Assembler	9.54
16030 - Counter Attendant	9.54
16040 - Dry Cleaner	11.46
16070 - Finisher, Flatwork, Machine	9.54
16090 - Presser, Hand	9.54
16110 - Presser, Machine, Drycleaning	9.54
16130 - Presser, Machine, Shirts	9.54
16160 - Presser, Machine, Wearing Apparel, Laundry	9.54
16190 - Sewing Machine Operator	12.20
16220 - Tailor	12.84
16250 - Washer, Machine	10.13
19000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	15.60
19040 - Tool And Die Maker	19.67
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	13.44
21030 - Material Coordinator	18.74
21040 - Material Expediter	18.74
21050 - Material Handling Laborer	10.95
21071 - Order Filler	11.41
21080 - Production Line Worker (Food Processing)	13.44
21110 - Shipping Packer	12.46
21130 - Shipping/Receiving Clerk	12.46
21140 - Store Worker I	9.67
21150 - Stock Clerk	13.77
21210 - Tools And Parts Attendant	13.48
21410 - Warehouse Specialist	13.75
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	25.23
23021 - Aircraft Mechanic I	23.79
23022 - Aircraft Mechanic II	25.23
23023 - Aircraft Mechanic III	32.17
23040 - Aircraft Mechanic Helper	17.62
23050 - Aircraft, Painter	22.20
23060 - Aircraft Servicer	19.97
23080 - Aircraft Worker	21.39
23110 - Appliance Mechanic	18.09
23120 - Bicycle Repairer	12.47
23125 - Cable Splicer	24.89
23130 - Carpenter, Maintenance	17.26
23140 - Carpet Layer	17.76
23160 - Electrician, Maintenance	18.03
23181 - Electronics Technician Maintenance I	18.27
23182 - Electronics Technician Maintenance II	19.57
23183 - Electronics Technician Maintenance III	20.85
23260 - Fabric Worker	15.74
23290 - Fire Alarm System Mechanic	18.68
23310 - Fire Extinguisher Repairer	14.55
23311 - Fuel Distribution System Mechanic	19.15
23312 - Fuel Distribution System Operator	16.65
23370 - General Maintenance Worker	15.66

23380 - Ground Support Equipment Mechanic	23.76
23381 - Ground Support Equipment Servicer	19.95
23382 - Ground Support Equipment Worker	21.37
23391 - Gunsmith I	14.55
23392 - Gunsmith II	16.89
23393 - Gunsmith III	19.27
23410 - Heating, Ventilation And Air-Conditioning Mechanic	16.94
23411 - Heating, Ventilation And Air Contditioning Mechanic (Research Facility)	18.33
23430 - Heavy Equipment Mechanic	18.96
23440 - Heavy Equipment Operator	16.93
23460 - Instrument Mechanic	18.69
23465 - Laboratory/Shelter Mechanic	18.09
23470 - Laborer	12.73
23510 - Locksmith	17.34
23530 - Machinery Maintenance Mechanic	19.66
23550 - Machinist, Maintenance	17.28
23580 - Maintenance Trades Helper	12.84
23591 - Metrology Technician I	18.69
23592 - Metrology Technician II	19.82
23593 - Metrology Technician III	20.97
23640 - Millwright	20.77
23710 - Office Appliance Repairer	18.26
23760 - Painter, Maintenance	14.70
23790 - Pipefitter, Maintenance	16.69
23810 - Plumber, Maintenance	15.86
23820 - Pneudraulic Systems Mechanic	19.27
23850 - Rigger	20.99
23870 - Scale Mechanic	16.89
23890 - Sheet-Metal Worker, Maintenance	17.37
23910 - Small Engine Mechanic	15.35
23931 - Telecommunications Mechanic I	20.77
23932 - Telecommunications Mechanic II	22.02
23950 - Telephone Lineman	20.19
23960 - Welder, Combination, Maintenance	17.45
23965 - Well Driller	19.27
23970 - Woodcraft Worker	19.27
23980 - Woodworker	13.94
24000 - Personal Needs Occupations	
24570 - Child Care Attendant	11.67
24580 - Child Care Center Clerk	14.56
24610 - Chore Aide	9.22
24620 - Family Readiness And Support Services Coordinator	14.56
24630 - Homemaker	17.53
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	23.83
25040 - Sewage Plant Operator	19.63
25070 - Stationary Engineer	23.83
25190 - Ventilation Equipment Tender	13.45
25210 - Water Treatment Plant Operator	19.63
27000 - Protective Service Occupations	
27004 - Alarm Monitor	16.54
27007 - Baggage Inspector	11.12
27008 - Corrections Officer	20.09
27010 - Court Security Officer	20.47
27030 - Detection Dog Handler	16.11
27040 - Detention Officer	20.09
27070 - Firefighter	17.72

27101 - Guard I	11.12
27102 - Guard II	16.05
27131 - Police Officer I	23.56
27132 - Police Officer II	26.18
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	12.86
28042 - Carnival Equipment Repairer	13.66
28043 - Carnival Equipment Worker	10.52
28210 - Gate Attendant/Gate Tender	12.08
28310 - Lifeguard	11.34
28350 - Park Attendant (Aide)	14.24
28510 - Recreation Aide/Health Facility Attendant	9.56
28515 - Recreation Specialist	13.01
28630 - Sports Official	11.34
28690 - Swimming Pool Operator	17.85
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	20.61
29020 - Hatch Tender	20.61
29030 - Line Handler	20.61
29041 - Stevedore I	18.19
29042 - Stevedore II	22.07
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	17.87
30022 - Archeological Technician II	19.99
30023 - Archeological Technician III	25.89
30030 - Cartographic Technician	25.56
30040 - Civil Engineering Technician	21.23
30061 - Drafter/CAD Operator I	17.87
30062 - Drafter/CAD Operator II	19.99
30063 - Drafter/CAD Operator III	22.30
30064 - Drafter/CAD Operator IV	27.43
30081 - Engineering Technician I	15.95
30082 - Engineering Technician II	17.87
30083 - Engineering Technician III	20.85
30084 - Engineering Technician IV	24.77
30085 - Engineering Technician V	30.30
30086 - Engineering Technician VI	36.66
30090 - Environmental Technician	17.42
30210 - Laboratory Technician	18.95
30240 - Mathematical Technician	24.18
30361 - Paralegal/Legal Assistant I	19.15
30362 - Paralegal/Legal Assistant II	22.65
30363 - Paralegal/Legal Assistant III	27.70
30364 - Paralegal/Legal Assistant IV	33.61
30390 - Photo-Optics Technician	24.77
30461 - Technical Writer I	19.45
30462 - Technical Writer II	23.79
30463 - Technical Writer III	27.41
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) 22.30
Surface Programs	
30621 - Weather Observer, Senior	(see 2) 24.77
31000 - Transportation/Mobile Equipment Operation Occupations	

31020 - Bus Aide	9.19
31030 - Bus Driver	15.24
31043 - Driver Courier	13.30
31260 - Parking and Lot Attendant	9.04
31290 - Shuttle Bus Driver	15.10
31310 - Taxi Driver	10.99
31361 - Truckdriver, Light	15.10
31362 - Truckdriver, Medium	16.10
31363 - Truckdriver, Heavy	18.56
31364 - Truckdriver, Tractor-Trailer	18.56
99000 - Miscellaneous Occupations	
99030 - Cashier	9.94
99050 - Desk Clerk	12.38
99095 - Embalmer	22.06
99251 - Laboratory Animal Caretaker I	9.98
99252 - Laboratory Animal Caretaker II	10.48
99310 - Mortician	24.41
99410 - Pest Controller	15.51
99510 - Photofinishing Worker	12.51
99710 - Recycling Laborer	16.26
99711 - Recycling Specialist	19.07
99730 - Refuse Collector	14.43
99810 - Sales Clerk	13.66
99820 - School Crossing Guard	9.24
99830 - Survey Party Chief	18.23
99831 - Surveying Aide	12.51
99832 - Surveying Technician	17.15
99840 - Vending Machine Attendant	12.90
99841 - Vending Machine Repairer	16.51
99842 - Vending Machine Repairer Helper	13.05

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$4.02 per hour or \$160.80 per week or \$696.79 per month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; and 3 weeks after 5 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 ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives.

Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving 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 ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

** UNIFORM ALLOWANCE **

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

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

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.

SECTION E - SOLICITATION PROVISIONS

E.1 52.212-1 INSTRUCTIONS TO OFFERORS—COMMERCIAL ITEMS (APR 2014)

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

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

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

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

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

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

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

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

(j) *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 System for Award Management (SAM) 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

SAM 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) *System for Award Management*. 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 SAM 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 SAM 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 SAM database accessed through <https://www.acquisition.gov>.

(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)

E.2 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:

LPTA – Lowest Price Technically Acceptable that provides best value to the Government

Technical and past performance, when combined, are equal.

(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.3 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

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

<http://www.acquisition.gov/far/index.html>
<http://www.va.gov/oal/library/vaar/>

(End of Provision)

<u>FAR Number</u>	<u>Title</u>	<u>Date</u>
52.212-3	OFFEROR REPRESENTATIONS AND CERTIFICATIONS— COMMERCIAL ITEMS	MAY 2014

E.4 52.233-2 SERVICE OF PROTEST (SEP 2006)

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

Hand-Carried Address:

Department of Veterans Affairs

Orlando VA Medical Center
5201 Raymond Street

Orlando FL 32803
Mailing Address:

Department of Veterans Affairs

Orlando VA Medical Center
5201 Raymond Street

Orlando FL 32803

(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.5 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.6 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)