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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:

1.1. CONTRACTOR:      Name: \_\_\_\_\_  
                                 Phone: \_\_\_\_\_  
                                 Fax \_\_\_\_\_  
                                 e-mail: \_\_\_\_\_

1.1.2. GOVERNMENT: Contracting Specialist

Department of Veterans Affairs  
Network Contracting Office 20  
8524 N. Wall Street  
Spokane, WA 99208

1.2. CONTRACTOR REMITTANCE ADDRESS: All payments by the Government to the contractor should be mailed to the address listed in the System for Award Management:

☒      52.232-34, Payment by Electronic Funds Transfer -Other than Central Contractor Registration, or

☐      52.232-36, Payment by Third Party

1.3. INVOICES: Invoices shall be submitted in arrears:

- a. Quarterly      ☐
- b. Semi-Annually      ☐
- c. Other      ☒ Monthly

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

See Paragraph 2.3.1

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

AMENDMENT NO

DATE

_____	_____
_____	_____
_____	_____

#### 1.6 GENERAL INFORMATION FOR OFFERORS:

- 1.6.1 Registration in SAM: Federal Acquisition Regulations require that federal contractors register in the System for Award Management (SAM) located at <https://www.sam.gov/portal/public/SAM/>. Offerors shall enter all mandatory information into the system. ***Award cannot be made until the contractor has registered and their status is active.*** Offeror's are encouraged to ensure that they are registered in SAM prior to submitting their Offeror.
- 1.6.2 Contractor shall maintain an Active SAM status for the duration of this Basic Ordering Agreement by ***renewing their SAM registration annually.***
- 1.6.3 Instructions for Proposal Submission: Refer to Addendum, Instructions for Proposal Submission, FAR Provision 52.212-1, Instruction to Offerors -- Commercial Items located within the provision section of this solicitation for specific instructions and documentation to be submitted with the proposal.
- 1.6.4 Procurement Technical Assistance Centers (PTACs) provide government contracting assistance in the form of classes, counseling, access to bid opportunities, contract specification, procurement histories and other information to assist small business successfully compete for government contracts. <http://www.aptac-us.org/>

## B.2 SPECIAL CONTRACT REQUIREMENTS

Under the authority of Public Law 104-262 and 38 USC 1720, the contractor agrees to provide Health Care Resources in accordance with the terms and conditions stated herein, to furnish to and at the Department of Veterans Affairs Medical Center, the services and prices specified in the Section entitled Schedule of Supplies/Services of this contract.

### 2.1. SERVICES:

- 2.1.1. This is a Basic Ordering Agreement (BOA) for the period from **01/01/2015** to **12/31/2020**. A contract is formed, in accordance with the terms and conditions of this Agreement, when the Department of Veterans Affairs (VA) agrees to place a patient in the nursing home and the nursing home agrees to accept the patient. Upon acceptance by the contractor of beneficiaries of the VA, all terms and conditions of this agreement shall apply during such time as the VA patient remains in that nursing home at the expense of the VA.

- 2.1.2. The following geographic areas will be targeted:

2.1.2.1. State of Alaska

- 2.1.3. This BOA is entered into under the authority in 38 CFR 1720.
- 2.1.4. Either party may discontinue the BOA upon 30 days' written notice. This agreement termination shall be effective on the 31<sup>st</sup> day following that notification.
- 2.1.5. The Contracting Officer shall review the BOA annually before the anniversary of its effective date and if necessary issue a modification to incorporate any statutory requirements.
- 2.1.6. The services specified in the Sections B.2 through B.12 may only be changed by written modification to this BOA.
- 2.1.7. Upon acceptance of a VA patient by the nursing home, if and when requested by the Contracting Officer or authorized representative, the contractor shall furnish all supplies and services herein described, at the per diem rates for the levels of care specified below. VA levels of care are defined in Section E of this agreement. VA is obligated only to the extent authorized placements of patients are made under this agreement.

2.2. PERSONNEL POLICY:

- 2.2.1. The contractor shall be responsible for protecting the personnel furnishing services under this BOA. To carry out this responsibility, the contractor shall provide the following for these personnel:
- general liability
  - workers compensation
  - professional liability insurance
  - health examinations
  - income tax withholding, and
  - social security payments.
- 2.2.2. The parties agree that the contractor, its employees, agents and subcontractors shall not be considered VA employees for any purpose.

2.3. INVOICES

- 2.3.1. Invoices shall be submitted promptly to the authorizing facility by the 15th calendar day following the end of the month in which services were rendered. All invoices must include the full name and address of the nursing home and shall reflect the patient's name, social security number, number of days billed, level of care category, and per diem rate. Failure to include this information may result in delayed payments.

2.4. AUTHORIZATIONS

- 2.4.1. Authorizations for nursing home care will be accomplished on VA Form 10-7078, Authorization and Invoice for Medical and Hospital Services. Each authorization validity period will be from the initial effective date to disposition. Any extension to the original authorization validity period, regardless of the number of days, requires a new VA Form 10-7078.

## 2.5. ANCILLARY COSTS

- 2.5.1 Ancillary costs are pre-approved costs for supplies or services not identified as included in the all-inclusive rate or any other pre- authorized rate or schedule or payment for items or services provided under this agreement. Ancillary costs such as medications, and special equipment, may not be added to any invoice without written permission of the VA medical center placing the veteran. If permission is received, the nursing home must also submit the physician's order for the medication/supply, the dispensing log, the supplier and the cost charged by the supplier to the nursing home, and what the nursing home is charging the VA.

## B.3 RATE DETERMINATION

- 3.1.1. The per diem rate is established by the current Medicaid rate for Medicaid approved nursing homes plus a fair market amount (percentage) to cover the cost of supplies, services, and equipment above that provided under Medicaid established by the local State Medicaid Agency (SMA). Rate changes will be accomplished via a modification to the contract.
- 3.1.2. VA will use Medicaid rates for room, board, and routine nursing care.
- 3.1.3. For all levels of nursing care a percentage is added for routine ancillary services/supplies, such as drugs, nursing supplies, oxygen (occasional use), x-ray, laboratory, physician visits, and rental equipment.
- 3.1.4. Special equipment, e.g. clinitron bed, is/are not considered routine ancillary services (and may be provided by the VA).
- 3.1.5. Drug costs which comprise more than eight and one-half percent (8.5%) of the per diem rate are generally not considered routine ancillary supplies (and may be provided by the VA).
- 3.1.6. Rehabilitation therapies will be provided as a distinct level of care. Hospice Care and Dialysis are not included in the rate. VA or other payers may be used for Hospice and Dialysis, as determined by the veteran with VA approval.

## B.4 ORAL MEDICATIONS

- 4.1 Oral medications, which comprise more than 8.5% of the per diem rate on a monthly basis, are excluded from that rate. High drug costs will be determined or priced using the Average Wholesale Price (AWP) of the drugs plus a transaction fee of 3% per month. All calculations will be made on a monthly basis. When a high cost drug patient is identified, VA staff must be advised promptly to establish an appropriate course of action, which may include the provision of the medications by VA.

## B.5 PRICE SCHEDULE

<p>Facility's Alaska Current Medicaid Rate:</p> <p><i>The VA will verify this rate with the State of Alaska, Department of Health and Social Services.</i></p>	<p>\$ _____</p>
<p>Percent to cover the all-inclusive nature of this Basic Ordering Agreement:</p> <p><i>For any percent proposed over the Facility's Alaska Current Medicaid Rate, the contractor shall provide a narrative to justify that rate.</i></p>	<p>_____ %</p>
<p>Multiply the above percentage by the Facility's Alaska Current Medicaid Rate</p>	<p>\$ _____</p>
<p>Total Per Diem Rate</p>	<p>\$ _____</p>

## B.6 DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK

B.6.1. The nursing home shall ensure that care meets the health needs and promotes the maximum well-being of VA patients. Nursing home care will be furnished to ensure the total medical, nursing, and psycho-social needs of VA beneficiaries. Physician visits, laboratory, x-ray, and other special services for VA patients will be at the same frequency as that provided to other patients at the nursing home receiving the same or comparable level of care. In addition, the care provided will include room, meals, nursing care, and other services or supplies commensurate with the VA authorized level of care, without extra charge. The per diem rate(s) established in this contract will include the cost of medical care, drugs, laboratory, x ray, and other special services authorized by VA, unless otherwise specifically excepted.

B.6.2. Full attention shall be given to motivating and educating patients to achieve and maintain independence in the activities of daily living, to the maximum extent possible. Every effort shall be made to keep patients ambulatory and to achieve an optimal level of self-care.

B.6.3. Veterans receiving care under this agreement, who begin to require acute hospital care, will be readmitted to an appropriate VA facility, as determined and authorized by the VA. When such admission is not feasible because of the nature of the emergency, it is agreed that hospitalization in a non-Federal facility may be accomplished provided VA authorization is obtained. VA authorization must be obtained as soon as possible and not to exceed 72 hours of admission to the non-Federal facility. If hospitalization of a non-emergency nature is required, it is agreed that readmission to a VA facility will be accomplished as soon as the patient's condition is sufficiently stabilized to permit admission to VA.

B.6.4. If a veteran is re-hospitalized from the nursing home, the nursing home and VA facility will arrange to hold a bed in reserve, when such a decision is in the best interest of the patient and the VA. The number of covered bed hold days will be determined by VA on a case-by-case basis, but will not exceed the number of bed hold days allowed by state Medicaid regulations. Payment will follow state Medicaid regulations. The VA facility will include payment for these "bed hold" days only when the conditions above are met.

B.6.5. The VA facility will approve leave days (days away from the nursing home) for long-term placements. The leave must be part of a therapeutic plan and approved by VA. Leave days at VA expense are limited to 6 days per calendar year. Payment will follow state Medicaid regulations. Exceptions may be approved by the VA facility director or designee.

B.6.6. Patients receiving care under this BOA, who begin to require more than the level of care authorized by VA, will be readmitted to an appropriate VA facility, as determined and authorized by VA. When such admission is not feasible because of the nature of the emergency, it is agreed that hospitalization in a non-Federal facility may be accomplished provided VA authorization is obtained. VA authorization must be obtained within 72 hours of admission of the patient to a non-Federal facility. If hospitalization of a non-emergency nature is required, it is agreed that readmission to a VA Medical Center will be accomplished as soon as the patient's condition is sufficiently stabilized to permit admission to VA.

B.6.7. In the event a VA beneficiary receiving nursing home care under this BOA dies, the nursing home will promptly notify the VA office authorizing admission and immediately assemble, inventory, and safeguard the patient's personal effects pending further guidance by VA.

B.6.8. It is agreed that VA will have the right to on-site reviews of the nursing home and all appurtenances by authorized VA representative(s) to ensure that acceptable standards are maintained and that the necessary care to maintain the well-being of the patient is rendered.

B.6.9. The nursing home shall accept referral of and shall provide all services specified in this BOA for any person determined eligible by the VA Under Secretary for Health or his/her designee, regardless of the race, color, religion, sex, or national origin of the person for whom such services are ordered. In addition, the nursing home warrants that subcontracting will not be resorted to as a means of circumventing this provision.

B.6.10. It is agreed that duly authorized representatives of VA will provide follow up supervision visits to veterans placed to assure the continuity of care and to assist in the veteran's transition back to the

community. It is understood that these visits do not substitute for nor relieve the nursing home in any way of the responsibility for the daily care and medical treatment of the veteran.

B.6.11. All medical records concerning the veteran's care in the nursing home will be readily accessible to VA. Upon discharge or death of the patient, medical records will be retained by the nursing home for a period of at least three years following termination of care. Patient records will be maintained in conformance with the Privacy Act of 1974 (5 U.S.C. 552a). A medical record shall be maintained for each patient that includes at least the following:

B.6.11.1. Admission identification record.

B.6.11.2. VA Form 10 1204, Referral for Community Nursing Home Care, or State-approved referral form.

B.6.11.3. Admitting evaluation (including diagnosis by nursing home physician).

B.6.11.4. Physician orders.

B.6.11.5. Progress notes. The physician orders/notes shall be charted immediately after patient is seen.

B.6.11.6. Special reports (laboratory, x ray, activity, etc.).

B.6.11.7. SMA Patient Assessment Form (\*\*\*\*only if SMA level of care is used\*\*\*\*).

B.6.11.8. Minimum Data Set (MDS) information, provided to VA upon admission and every six months thereafter.

B.6.12. The beneficiary will be provided nursing home care at the expense of VA for a period not in excess of that stated in the referral form, unless an extension of the authorization is provided in writing by the placing VA facility.

B.6.13. The authorization agreement, VA Form 10 7078, for the affected patient will terminate whenever a VA patient is re-hospitalized for 15 calendar days or more, whether in a VA or in a non-Federal facility. A new authorization agreement will be required at the time the patient returns.

B.6.14. Level of Care Classification Effective Records: The level of care classification and associated per diem rate will remain in effect for each placement until and unless one of the following events takes place:

B.6.15. The recipient is discharged and subsequently qualifies for a new admission assessment.

B.6.16. The nursing home submits an assessment requesting a change in the level of care classification and VA approves it. Classification changes may also occur based on a determination by VA. VA will make the determination whether classification changes require readmission to VA.

B.6.17. The VA, at its sole option, will monitor the professional care and administrative management of services provided to VA beneficiaries under this agreement, through one or any combination of the following methods; reviews of state agencies reports, on-site review of the Nursing Home by VA staff, and/or on-site monitoring of VA patients. It is agreed that the Nursing Home shall provide VA with copies of all state agency reports when requested, and cooperate fully with VA's quality improvement-quality assurance program functions relating to this agreement, including VA's on-site review and

monitoring. The VA contracting Officer shall make all final determinations as to the contractor's reasonable cooperation with VA and compliance with these requirements. It is understood that certain internal quality indicator/quality assurance information is not available for VA review. Current quality measure and current individual MDS information will be made available.

B.6.17.1. Reviews of state agencies reports

B.6.17.2. On-site review of the Nursing Home by VA staff

B.6.17.2. On-site monitoring of VA patients.

B.6.18. It is agreed that the Nursing Home shall provide VA with copies of all state agency reports when requested, and cooperate fully with VA's quality improvement-quality assurance program functions relating to this agreement, including VA's on-site review and monitoring. The VA Contracting Officer shall make all final determinations as to the contractor's reasonable cooperation with VA and compliance with these requirements. It is understood that certain internal quality indicator/quality assurance information is not available for VA review. Current quality measure and current individual MDS information will be made available

## **B.7 ACCEPTABLE SAFETY AND SANITATION PRACTICES**

B.7.1. Acceptable safety and sanitation practices shall be observed throughout the facility. The building shall conform to the standards of the Life Safety Code (National Fire Protection Association Standard #101) in effect on the date of the signed BOA.

The Life Safety Code shall be reviewed annually prior to the anniversary of the effective date of the BOA and if necessary a modification may be issued.

## **B.8 MEDICARE/MEDICAID STANDARDS**

B.8.1. The contractor is required to follow Medicare/Medicaid standards for all VA placements, except Life Safety. Medicare and Medicaid clinical and program standards are found in 42 CFR 483

## **B.9 ECONOMIC PRICE ADJUSTMENT**

B.9.1. This provision does not apply to ancillary services that may be added or deleted from the agreement.

B.9.2. The per diem rate(s) will apply throughout the term of this BOA, including extension period(s). The rate(s) may be adjusted only to reflect a change in a Medicaid rate as authorized by the SMA. Normally, this will be on an annual basis. The negotiated percentage above the Medicaid rate, to cover the all-inclusive nature of the BOA, will not be renegotiated; but will be applied and added to the new Medicaid rate for the adjusted per diem rate for each level of care item. This clause does not apply to rates for non-Medicaid nursing homes. In this regard, new rates will be negotiated requiring a modification to the BOA.

B.9.3. Each per diem price adjustment under this clause is subject to the following limitations:

B.9.3.1. Any adjustment shall be limited to the effect of increases or decreases in the approved SMA's patient care components within the affected Medicaid groups.

9.3.2. Adjustments will occur no more frequently than those issued by the SMA.

## **B.10 TERMINATION OF SERVICES**

B.10.1. VA reserves the right to remove any or all VA patients from the nursing home at any time, when it is determined to be in the best interest of VA or the patients.

## **B.11 PAYMENTS**

B.11.1. Payments made by VA under this BOA, constitute the total cost of nursing home care. No additional charges will be billed to Medicare Part B, the beneficiary or his/her family, either by the nursing home or any third party furnishing services or supplies required for such care, unless and until specific prior authorization in writing is obtained from the VA facility authorizing placement. The contractor will not solicit contributions, donations, or gifts from patients or family members.

## **B.12 MINIMUM QUANTITIES**

B.12.1. It is impossible to determine the exact or estimated amount which will be expended under this BOA. No obligation will be incurred by VA under this BOA until authorizations are issued for nursing home care of specific beneficiaries. VA agrees to make payment on a timely basis for services rendered in accordance with such authorizations upon receipt of proper invoices submitted by the nursing home as outlined in Section E of this BOA. VA will make payment for the day a recipient enters the facility but not the day the recipient leaves a facility unless entrance and departure are on the same day then payment will be made for one day.

## SECTION C - CONTRACT CLAUSES

### C.1 52.212-4 CONTRACT TERMS AND CONDITIONS—COMMERCIAL ITEMS (MAY 2014)

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

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

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

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

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

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

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

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

(g) Invoice.

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

- (i) Name and address of the Contractor;
- (ii) Invoice date and number;
- (iii) Contract number, 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—System for Award Management, or 52.232-34, Payment by Electronic Funds Transfer—Other Than System for Award Management), or applicable agency procedures.

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

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

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

(i) *Payment.*—

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

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

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

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

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

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

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

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

(C) Affected 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 41 U.S.C. 7109, which is applicable to the period in which the amount becomes due, as provided in (i)(6)(v) of this clause, and then at the rate applicable for each six-month period as fixed by the Secretary until the amount is paid.

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

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

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

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

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

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

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

(A) The date fixed under this contract.

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

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

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

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

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

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

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

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

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

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

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

(m) *Termination for cause.* The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government

for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

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

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

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

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

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

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

(1) The schedule of supplies/services.

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

(3) The clause at 52.212-5.

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

(5) Solicitation provisions if this is a solicitation.

(6) Other paragraphs of this clause.

(7) The Standard Form 1449.

(8) Other documents, exhibits, and attachments

(9) The specification.

(t) *System for Award Management (SAM)*.

(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 SAM database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the SAM 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 SAM database to ensure it is current, accurate and complete. Updating information in the SAM 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 SAM 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 SAM 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 SAM 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 SAM database. Information provided to the Contractor's SAM 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 SAM accessed through <https://www.acquisition.gov>.

*(u) Unauthorized Obligations.*

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

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

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

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

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

(End of Clause)

#### ADDENDUM to FAR 52.212-4 CONTRACT TERMS AND CONDITIONS—COMMERCIAL ITEMS

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

The following clauses are incorporated into 52.212-4 as an addendum to this contract:

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

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

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

(End of Clause)

<b><u>FAR</u></b> <b><u>Number</u></b>	<b><u>Title</u></b>	<b><u>Date</u></b>
52.224-1	PRIVACY ACT NOTIFICATION	APR 1984
52.224-2	PRIVACY ACT	APR 1984
52.232-40	PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS	DEC 2013
52.237-3	CONTINUITY OF SERVICES	JAN 1991

### **C.3 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)**

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

(End of Clause)

### **C.4 52.232-18 AVAILABILITY OF FUNDS (APR 1984)**

Funds are not presently available for this contract. The Government's obligation under this contract is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise until funds are made available to the Contracting Officer for this contract and until the Contractor receives notice of such availability, to be confirmed in writing by the Contracting Officer.

(End of Clause)

## **C.5 52.232-19 AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR (APR 1984)**

Funds are not presently available for performance under this contract beyond 9/30/2015. The Government's obligation for performance of this contract beyond that date is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise for performance under this contract beyond 9/30/2015, until funds are made available to the Contracting Officer for performance and until the Contractor receives notice of availability, to be confirmed in writing by the Contracting Officer.

(End of Clause)

## **C.6 VAAR 852.222-70 CONTRACT WORK HOURS AND SAFETY STANDARDS ACT--NURSING HOME CARE CONTRACT SUPPLEMENT (JAN 2008)**

The following exemption to FAR clause 52.222-4, Contract Work Hours and Safety Standards Act--Overtime Compensation, applies to this contract: A contractor and subcontractor under this contract will not be required to pay overtime wages to their employees for work in excess of 40 hours in any workweek, which would otherwise be a violation of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708), provided:

- (a) The contractor or subcontractor is primarily engaged in the care of nursing home patients residing on the contractor's or subcontractor's premises;
- (b) There is an agreement or understanding between the contractor or subcontractor and their employees, before performance of work, that a work period of 14 consecutive days is acceptable in lieu of a work period of 7 consecutive days for the purpose of overtime compensation;
- (c) Employees receive overtime compensation at a rate no less than 1 and 1/2 times the employees' regular hourly rate of pay for work in excess of 80 hours in any 14 day period; and
- (d) Pay is otherwise computed in accordance with the requirements of the Fair Labor Standards Act of 1938, as amended.

(End of Clause)

## **C.7 VAAR 852.232-72 ELECTRONIC SUBMISSION OF PAYMENT REQUESTS (NOV 2012)**

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

- (1) *Contract financing payment* has the meaning given in FAR 32.001.
- (2) *Designated agency office* has the meaning given in 5 CFR 1315.2(m).
- (3) *Electronic form* means an automated system transmitting information electronically according to the

Accepted electronic data transmission methods and formats identified in paragraph (c) of this clause. Facsimile, email, and scanned documents are not acceptable electronic forms for submission of payment requests.

(4) *Invoice payment* has the meaning given in FAR 32.001.

(5) *Payment request* means any request for contract financing payment or invoice payment submitted by the contractor under this contract.

(b) *Electronic payment requests.* Except as provided in paragraph (e) of this clause, the contractor shall submit payment requests in electronic form. Purchases paid with a Government-wide commercial purchase card are considered to be an electronic transaction for purposes of this rule, and therefore no additional electronic invoice submission is required.

(c) *Data transmission.* A contractor must ensure that the data transmission method and format are through one of the following:

(1) VA's Electronic Invoice Presentment and Payment System. (See Web site at <http://www.fsc.va.gov/einvoice.asp>.)

(2) Any system that conforms to the X12 electronic data interchange (EDI) formats established by the Accredited Standards Center (ASC) and chartered by the American National Standards Institute (ANSI). The X12 EDI Web site (<http://www.x12.org>) includes additional information on EDI 810 and 811 formats.

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

(e) *Exceptions.* If, based on one of the circumstances below, the contracting officer directs that payment requests be made by mail, the contractor shall submit payment requests by mail through the United States Postal Service to the designated agency office. Submission of payment requests by mail may be required for:

(1) Awards made to foreign vendors for work performed outside the United States;

(2) Classified contracts or purchases when electronic submission and processing of payment requests could compromise the safeguarding of classified or privacy information;

(3) Contracts awarded by contracting officers in the conduct of emergency operations, such as responses to national emergencies;

(4) Solicitations or contracts in which the designated agency office is a VA entity other than the VA Financial Services Center in Austin, Texas; or

(5) Solicitations or contracts in which the VA designated agency office does not have electronic invoicing capability as described above.

(End of Clause)

## C.8 VAAR 852.237-7 INDEMNIFICATION AND MEDICAL LIABILITY INSURANCE (JAN 2008)

(a) It is expressly agreed and understood that this is a non- personal services contract, as defined in Federal Acquisition Regulation (FAR) 37.101, under which the professional services rendered by the Contractor or its health-care providers are rendered in its capacity as an independent contractor. The Government may evaluate the quality of professional and administrative services provided but retains no control over professional aspects of the services rendered, including by example, the Contractor's or its health-care providers' professional medical judgment, diagnosis, or specific medical treatments. The Contractor and its health-care providers shall be liable for their liability-producing acts or omissions. The Contractor shall maintain or require all health-care providers performing under this contract to maintain, during the term of this contract, professional liability insurance issued by a responsible insurance carrier of not less than the following amount(s) per specialty per occurrence: \* \_\_\_\_\_. However, if the Contractor is an entity or a subdivision of a State that either provides for self-insurance or limits the liability or the amount of insurance purchased by State entities, then the insurance requirement of this contract shall be fulfilled by incorporating the provisions of the applicable State law.

\* Amounts are listed below:

(b) An apparently successful offeror, upon request of the Contracting Officer, shall, prior to contract award, furnish evidence of the insurability of the offeror and/or of all health- care providers who will perform under this contract. The submission shall provide evidence of insurability concerning the medical liability insurance required by paragraph (a) of this clause or the provisions of State law as to self-insurance, or limitations on liability or insurance.

(c) The Contractor shall, prior to commencement of services under the contract, provide to the Contracting Officer Certificates of Insurance or insurance policies evidencing the required insurance coverage and an endorsement stating that any cancellation or material change adversely affecting the Government's interest shall not be effective until 30 days after the insurer or the Contractor gives written notice to the Contracting Officer. Certificates or policies shall be provided for the Contractor and/or each health- care provider who will perform under this contract.

(d) The Contractor shall notify the Contracting Officer if it, or any of the health-care providers performing under this contract, change insurance providers during the performance period of this contract. The notification shall provide evidence that the Contractor and/or health-care providers will meet all the requirements of this clause, including those concerning liability insurance and endorsements. These requirements may be met either under the new policy, or a combination of old and new policies, if applicable.

(e) The Contractor shall insert the substance of this clause, including this paragraph (e), in all subcontracts for health-care services under this contract. The Contractor shall be responsible for compliance by any subcontractor or lower-tier subcontractor with the provisions set forth in paragraph (a) of this clause.

\* Amounts from paragraph (a) above:

\$1,000,000 per occurrence; \$3,000,000 in aggregate

(End of Clause)

### **C.9 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 Washington, Idaho or Montana as applicable. Further, it is agreed that any negligence of the Government, its officers, agents, servants and employees, shall not be the responsibility of the contractor hereunder with the regard to any claims, loss, damage, injury, and liability resulting there from.

(End of Clause)

### **C.10 VAAR 852.270-1 REPRESENTATIVES OF CONTRACTING OFFICERS (JAN 2008)**

The contracting officer reserves the right to designate representatives to act for him/her in furnishing technical guidance and advice or generally monitor the work to be performed under this contract. Such designation will be in writing and will define the scope and limitation of the designee's authority. A copy of the designation shall be furnished to the contractor.

(End of Provision)

### **C.11 VAAR 852.271-70 NONDISCRIMINATION IN SERVICES PROVIDED TO BENEFICIARIES (JAN 2008)**

The contractor agrees to provide all services specified in this contract for any person determined eligible by the Department of Veterans Affairs, regardless of the race, color, religion, sex, or national origin of the person for whom such services are ordered. The contractor further warrants that he/she will not resort to subcontracting as a means of circumventing this provision.

(End of Provision)

(End of Addendum to 52.212-4)

### **C.12 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS—COMMERCIAL ITEMS (OCT 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)(i) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (NOV 2011) (15 U.S.C. 657a).

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

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

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

- ☐ (13) [Reserved]
- ☐ (14)(i) 52.219-6, Notice of Total Small Business Set-Aside (NOV 2011) (15 U.S.C. 644).
- ☐ (ii) Alternate I (NOV 2011).
- ☐ (iii) Alternate II (NOV 2011).
- ☐ (15)(i) 52.219-7, Notice of Partial Small Business Set-Aside (June 2003) (15 U.S.C. 644).
- ☐ (ii) Alternate I (Oct 1995) of 52.219-7.
- ☐ (iii) Alternate II (Mar 2004) of 52.219-7.
- ☐ (16) 52.219-8, Utilization of Small Business Concerns (OCT 2014) (15 U.S.C. 637(d)(2) and (3).
- ☐ (17)(i) 52.219-9, Small Business Subcontracting Plan (OCT 2014) (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 (OCT 2014) 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) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (NOV 2011) (15 U.S.C. 657f).
- ☒ (22) 52.219-28, Post Award Small Business Program Rerepresentation (Jul 2013) (15 U.S.C. 632(a)(2)).
- ☐ (23) 52.219-29, Notice of Set-Aside for Economically Disadvantaged Women-Owned Small Business (EDWOSB) Concerns (Jul 2013) (15 U.S.C. 637(m)).
- ☐ (24) 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)).
- ☐ (25) 52.222-3, Convict Labor (June 2003) (E.O. 11755).
- ☐ (26) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (JAN 2014) (E.O. 13126).
- ☒ (27) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).
- ☒ (28) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).
- ☒ (29) 52.222-35, Equal Opportunity for Veterans (JUL 2014) (38 U.S.C. 4212).
- ☒ (30) 52.222-36, Equal Opportunity for Workers with Disabilities (JUL 2014) (29 U.S.C. 793).

- [X] (31) 52.222-37, Employment Reports on Veterans (JUL 2014) (38 U.S.C. 4212).
- [] (32) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496).
- [] (33) 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.)
- [] (34)(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.)
- [] (35)(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.
- [] (36)(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.
- [] (37) 52.223-15, Energy Efficiency in Energy-Consuming Products (DEC 2007)(42 U.S.C. 8259b).
- [] (38)(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.
- [X] (39) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (AUG 2011)
- [] (40) 52.225-1, Buy American—Supplies (MAY 2014) (41 U.S.C. chapter 83).
- [] (41)(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.
- [] (42) 52.225-5, Trade Agreements (NOV 2013) (19 U.S.C. 2501, *et seq.*, 19 U.S.C. 3301 note).
- [X] (43) 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).

☐ (44) 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).

☐ (45) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).

☐ (46) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).

☐ (47) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

☐ (48) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

☐ (49) 52.232-33, Payment by Electronic Funds Transfer—System for Award Management (Jul 2013) (31 U.S.C. 3332).

☒ (50) 52.232-34, Payment by Electronic Funds Transfer—Other than System for Award Management (Jul 2013) (31 U.S.C. 3332).

☐ (51) 52.232-36, Payment by Third Party (MAY 2014) (31 U.S.C. 3332).

☐ (52) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

☐ (53)(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).

Kitchen Helper/Food Service Work	WG-2 \$13.82
Laundry Worker	WG-1 \$12.60
Registered Nurse	GS-7 \$18.59
Licensed Practical Nurse I	GS-4 \$13.41

☒ (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 (OCT 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 (JUL 2014) (38 U.S.C. 4212).

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

(vii) 52.222-37, Employment Reports on Veterans (JUL 2014) (38 U.S.C. 4212).

(viii) 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.

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

(x) 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)).

(xi) 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).

(xii) 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).

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

(xiv) 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).

(xv) 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.

(xvi) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of Clause)

## SECTION D - CONTRACT DOCUMENTS, EXHIBITS, OR ATTACHMENTS

### D.1 VA FORM 10-1204 REFERRAL FOR CNH CARE

Department of Veterans Affairs		REFERRAL FOR COMMUNITY NURSING HOME CARE			
VETERAN'S NAME					IDENTIFICATION NUMBER
DATE OF BIRTH	SEX <input type="checkbox"/> MALE <input type="checkbox"/> FEMALE	MARITAL STATUS		RELIGIOUS PREFERENCE	
NAME, ADDRESS AND TELEPHONE NO. OF NEAREST RELATIVE			NAME AND ADDRESS OF NURSING HOME SELECTED		
NAME AND ADDRESS OF REFERRING VA HOSPITAL			NAME AND ADDRESS OF FOLLOW-UP HOSPITAL		
PLANNED DATE OF ADMISSION	ESTIMATED DURATION OF STAY	BED TENTATIVELY RESERVED <input type="checkbox"/> YES <input type="checkbox"/> NO	BY WHOM?	MODE OF TRAVEL REQUIRED	
TITLE AND TELEPHONE NO. OF VA OFFICIAL TO BE CONTACTED IN CASE OF AN EMERGENCY					
IF VETERAN IS INCOMPETENT TO HANDLE FUNDS, CHECK APPROPRIATE BLOCK <input type="checkbox"/> RATED BY VA <input type="checkbox"/> ACTION PENDING <input type="checkbox"/> ADJUDGED BY COURT (Explain)					
I concur in the selection of the above-named community nursing home and authorize the release of necessary medical information from hospital records to the nursing home.					
SIGNATURE OF VETERAN (or person acting for the veteran) (This signature should be secured whenever possible, but it is not mandatory.)					DATE SIGNED
MEDICAL INFORMATION					
MAJOR DIAGNOSES (Attach a copy of VA Form 10-1000)					DOES PATIENT KNOW DIAGNOSIS? <input type="checkbox"/> YES <input type="checkbox"/> NO
CHECK ANY OF THE FOLLOWING IF THEY ARE PRESENT				TEST	DATE
DISABILITIES	IMPAIRMENTS	MILD	MOD.	SEV.	ACTIVITY TOLERANCE LIMITATIONS
AMPUTATION	SPEECH				CHEST X-RAY
PARALYSIS	HEARING				NONE
CONTRACTURE	VISION				MODERATE
DECUB. ULCER	SENSATION				SEVERE
	TREMORS				URINALYSIS
OTHER IMPORTANT MEDICAL INFORMATION (Include allergies, if any)					
PHYSICIAN'S RECOMMENDATIONS (Include prognosis, medications, treatment, physical therapy, etc.)					
SIGNATURE OF PHYSICIAN					DATE
SOCIAL INFORMATION					
PATIENT	ACCEPTANCE OF ILLNESS/DISABILITY <input type="checkbox"/> GOOD <input type="checkbox"/> FAIR <input type="checkbox"/> POOR <input type="checkbox"/> N/A		UNDERSTANDS THE REASON FOR NURSING HOME PLACEMENT <input type="checkbox"/> YES <input type="checkbox"/> PARTLY <input type="checkbox"/> N/A		PARTICIPATED IN PLANNING <input type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> N/A
	INTERESTED IN THE FOLLOWING ACTIVITIES				
FAMILY	PARTICIPATED IN PLANNING <input type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> N/A		ACCEPTED NURSING HOME PLAN <input type="checkbox"/> YES <input type="checkbox"/> RELUCTANTLY <input type="checkbox"/> NO <input type="checkbox"/> N/A		EXPECTED TO VISIT <input type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> N/A
OTHER	VA VOLUNTEER WILL VISIT PATIENT <input type="checkbox"/> YES <input type="checkbox"/> NO		FREQUENCY OF VISITS		RECOMMEND USE OF NON-VA VOLUNTEERS <input type="checkbox"/> YES <input type="checkbox"/> NO
STATUS OF PLANS FOR CARE AFTER VA AUTHORIZATION TERMINATED: (Comment)					NAME OF SOCIAL WORKER ACTIVE IN PLANNING PLACEMENT
					<input type="checkbox"/> UNDERWAY <input type="checkbox"/> COMPLETED <input type="checkbox"/> NOT STARTED

VA FORM 10-1204  
JUL 1989

NURSING CARE PLAN (Suggestions for active care)											
<b>BED:</b> Position in good body alignment and change position every _____ hrs. Avoid _____ position. Prone position _____ times/day as tolerated. <b>SIT IN CHAIR</b> _____ hrs. _____ times/day.				<b>WEIGHT BEARING:</b> <input type="checkbox"/> Full <input type="checkbox"/> Partial <input type="checkbox"/> None on _____ leg. <b>SOCIAL ACTIVITIES:</b> Encourage group _____ individual _____ within home _____ outside home _____				<b>EXERCISES:</b> Range of motion _____ times/day. to _____ by <input type="checkbox"/> Patient <input type="checkbox"/> Nurse <input type="checkbox"/> Family Stand _____ Min. _____ times/day. Other: _____			
SELF-CARE STATUS											
Check level of ability. Write "S" in space if needs supervision only.		INDE- PENDENT	NEEDS ASSIST- ANCE	UNABLE TO DO	COMMUNICATION ABILITY	YES	NO	PARTLY	MENTAL ALERTNESS		
BED ACTIVITY	TURNS				CAN SPEAK				ALERT		
	SITS				CAN WRITE				FORGETFUL		
PERSONAL HYGIENE	BATHING				UNDERSTANDS SPEAKING				CONFUSED		
	FACE, HAIR, ARMS				UNDERSTANDS GESTURES				OCCASION. CONFUSED		
	TRUNK & PERINEUM				UNDERSTANDS WRITING				ADJUSTMENT		
	LOWER EXTREMITIES				UNDERSTANDS ENGLISH (If "No", what language)				SOCIAL		
	SHAVING								WITHDRAWN		
	ORAL HYGIENE								GENILE		
DRESSING	BLADDER PROGRAM				APPLIANCES	HAS	USES	NEEDS	BED		
	BOWEL PROGRAM				EYEGASSES				LOW BED: <input type="checkbox"/> YES <input type="checkbox"/> NO		
	UPPER EXTREMITIES				DENTURES				SIDE RAILS: <input type="checkbox"/> YES <input type="checkbox"/> NO		
	TRUNK				HEARING AID				MATTRESS: <input type="checkbox"/> REGULAR		
	LOWER EXTREMITIES				PROSTHESES				<input type="checkbox"/> FIRM		
	APPLIANCES, SPLINT				CRUTCHES				OTHER:		
FEEDING	CANES				WHEELCHAIR				OTHER (Specify)		
	SITTING				OTHER (Specify)				REMARKS		
	STANDING										
	WHEELCHAIR										
	WALKING										
NOTES BY HOSPITAL NURSE (Include observations, instructions given patient/family regarding illness, treatment taught, etc.)									DATE		
									SIGNATURE OF NURSE		
									TITLE OF NURSE		
PATIENT'S DIET <input type="checkbox"/> REGULAR <input type="checkbox"/> MODIFIED (Specify type)											
FOOD LIKES AND DISLIKES AND/OR CULTURAL FOOD HABITS									DATE		
									SIGNATURE OF DIETICIAN		
RECOMMENDED LEVEL OF CARE									PLEASE INITIAL:		
<input type="checkbox"/> SKILLED NURSING FACILITY <input type="checkbox"/> INTERMEDIATE CARE FACILITY									PHYSICIAN	SOCIAL WRK	NURSE
REMARKS AND OTHER PERTINENT INFORMATION											
ACTION BY HOSPITAL CHIEF OF STAFF						SIGNATURE			DATE SIGNED		
<input type="checkbox"/> APPROVED <input type="checkbox"/> DISAPPROVED											

## D.2 VA FORM 10-7078 AUTHORIZATION AND INVOICE FOR MEDICAL AND HOSPITAL SERVICES

VA FORM  
FEB 2005 (R)

10-7078

ORIGINAL

[illegible]

### D.3 DEPARTMENT OF VETERANS AFFAIRS (VA) COMMUNITY NURSING HOME PROGRAM LEVEL OF CARE - DESCRIPTIONS

Level of Care determinations are based on the VA Resource Utilization Groups (RUGS-IV) case-mix, the industry standard. A case-mix system categorizes patients into groups according to their level of care needs. RUGS-IV, like other case-mix systems, defines patients for clinical and reimbursement purposes.

Additional information on RUGS IV use for VA purposes can be acquired from the Contracting Officer in concert with the appropriate VA community health official.

**Reduced Physical Functioning Group: RUG Scores.** These residents have care needs primarily of activities of daily living and general supervision.

**Impaired Cognition Group: RUG Scores:** These residents have cognitive impairment in decision-making, recall and short-term memory.

**Clinically Complex Group: RUG Scores:** These residents receive complex clinical care or have conditions requiring skilled nursing management and interventions for conditions and treatments such as burns, coma, septicemia, pneumonia, foot infections or wounds, internal bleeding, dehydration, tube feeding, oxygen, transfusions, hemiplegia

**Special Care Group: RUG Scores** These residents receive complex clinical care or have serious medical conditions such as multiple sclerosis, quadriplegia, respiratory therapy, ulcers, stage III or IV pressure ulcers, radiation, surgical wounds or open lesions, tube feeding and aphasia, fever with dehydration, pneumonia, vomiting, weight loss or tube feeding.

**Extensive Services Group: RUG Scores:** These residents receive complex clinical care or have complex clinical needs such as IV feeding or medications, suctioning, tracheostomy care, ventilator/respirator and co-morbidities that make the resident eligible for other RUG categories.

**Rehabilitation Group: RUG Scores.** These residents receive physical, speech or occupational therapy. Therapy must be ordered by a VA physician for a specific period of time, not to exceed one month. Orders may be recertified. A copy of the therapy notes will be sent to the VA facility each month.

**Rehabilitation Plus Extensive Services Group: RUG Scores.** These residents receive physical, speech or occupational therapy AND receive IV feeding or medications, suctioning, tracheostomy care or ventilator/respirator.

**Ventilator Dependent Care:** Level of care is self-explanatory. This level of care is used in cases which cannot be covered by the ventilator care rates outlined above.

**HIV+/AIDS Care:** Specialized services for HIV+ and/or AIDS patients. May be specialized program care of an individual patient.

RUG-IV Classification & Hierarchy		
Major RUG Group		Characteristics Associated with Major RUG Group
Rehabilitation Plus Extensive Services 2 Rehabilitation Plus Extensive Services 1	RUX, RUL RVX, RVL RHX, RHL RMX, RML RLX	Residents receiving physical speech or occupational therapy AND receiving IV feeding or medications, suctioning, tracheostomy care, or ventilator/respirator
Special Rehabilitation	RUA, RUB RUC, RVA RVB, RVC  RHA, RHB RHC, RMA RMB, RMC RLA, RLB	Residents receiving physical, speech or occupational therapy
Extensive Care	ES1, ES2 ES3	Residents receiving complex clinical care or with complex clinical needs such as IV feeding or medications, suctioning, tracheostomy care, ventilator/respirator and co-morbidities that the resident eligible for other RUG categories
Special Care	HE1, HE2 HD1, HD2 HC1, HC2 HB1, HB2 LE1, LE2 LD1, LD2 LC1, LC2 LB1, LB2	Residents receiving complex clinical care or with serious medical conditions such as multiple sclerosis quadriplegia, cerebral palsy, respiratory therapy, ulcers, stage III or IV pressure ulcers, radiation, surgical wounds or open lesions, tube feeding and aphasia, fever with dehydration, pneumonia, vomiting, weight loss or tube feeding
Clinically Complex	CE1, CE2 CD1, CD2 CC1, CC2 CB1, CB2 CA1, CA2	Residents receiving complex clinical care or with conditions requiring skilled nursing management and interventions for conditions and treatments such as burns coma, septicemia, pneumonia, foot infections or wounds, internal bleeding, dehydration, tube feeding, oxygen, transfusions, hemiplegia, chemotherapy, dialysis, physician visits/order changes

RUG-IV Classification & Hierarchy		
Major RUG Group		Characteristics Associated with Major RUG Group
Cognitively Impaired/ Behavior Problems	BB1, BB2 BA1, BA2	Residents having cognitive impairment in decision-making, recall and short-term memory, wandering, verbally or physically abusive or socially inappropriate, or who experience hallucinations or delusions
Reduced Physical Function	PA1, PA2 PB1, PB2 PC1, PC2 PD1, PD2 PE1, PE2	Residents whose needs are primarily for activities of daily living and general supervision

## D.3 WAGE DETERMINATION 1973-0864

REGISTER OF WAGE DETERMINATIONS UNDER		U.S. DEPARTMENT OF LABOR
THE SERVICE CONTRACT ACT		EMPLOYMENT STANDARDS ADMINISTRATION
By direction of the Secretary of Labor		WAGE AND HOUR DIVISION
		WASHINGTON D.C. 20210
		Wage Determination No.: 1974-0864
Diane C. Koplewski	Division of	Revision No.: 30
Director	Wage Determinations	Date Of Last Revision: 06/19/2013

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State: Alaska

Area: Alaska Statewide

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

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
(not set) - Kitchen Helper		7.25
(not set) - Laundry Worker		7.25
(not set) - Maid/Porter		7.25
(not set) - Nursing Aide/Orderly		7.25

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 5 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

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

\*\* 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.

\*\* NOTES APPLYING TO THIS WAGE DETERMINATION \*\*

Under the policy and guidance contained in All Agency Memorandum No. 159, the Wage and Hour Division does not recognize, for section 4(c) purposes, prospective wage rates and fringe benefit provisions that are effective only upon such contingencies as "approval of Wage and Hour, issuance of a wage determination, incorporation of the wage determination in the contract, adjusting the contract price, etc." (The relevant CBA section) in the collective bargaining agreement between (the parties) contains contingency language that Wage and Hour does not recognize as reflecting "arm's length negotiation" under section 4(c) of the Act and 29 C.F.R. 5.11(a) of the regulations. This wage determination therefore reflects the actual CBA wage rates and fringe benefits paid under the predecessor contract.

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.

**\*\* OCCUPATIONS NOT INCLUDED IN THE SCA DIRECTORY OF OCCUPATIONS \*\***

**Kitchen Helper**

Performs one or more of the following unskilled kitchen duties: Cleans worktables, meat blocks, refrigerator, and grease trays; sweeps, mops kitchen floors; obtains and distributes supplies and utensils; and watches and stirs cooking foods to prevent burning. Carries dirty utensils to be washed and returns cleaned utensils and polished silver to proper place in kitchen. Cleans pots and kitchen utensils. Washes dishes by hand or machine. Carries out garbage. Delivers food trays to patients on resident floor and collects dirty dishes from trays. Assists in setting up trays. Dishes up food. Cuts, peels, and washes fruits and vegetables. Makes toast and beverages.

**Laundry Worker**

Performs one or a combination of the nonsupervisory duties required to operate the establishment's laundry facilities. Examples of such duties are: Operating washing or dry-cleaning machines; pressing garment or flat-work by hand or machine;

operating an extractor to remove moisture from material; and marking and sorting garments of flat-work.

Maid/Porter

Cleans and services establishment premises. Performs one or more of the following duties: Cleans, mops, and waxes floors. Dusts furniture and equipment. Cleans window sills, empties trash baskets, and arranges furniture and equipment in an orderly fashion. Scours and polishes, bathtubs, sinks, mirrors, and similar equipment, replenishing supplies of soap and towels. Polishes brass and cleans and polishes glass panels in doors and partitions. Keeps utility storage rooms in good order by cleaning lockers and equipment, arranging supplies, and sweeping and mopping floors. Performs a variety of related duties.

Nursing Aide/Orderly

Performs routine duties in the care of patients (or residents) usually under the supervision of a registered or practical nurse. Duties involve most of the following: Bathing bed patients or assisting them in bathing; caring for patient's hair and nails; feeding or assisting patients in eating and bringing patients between-meal nourishment; assisting patients with bedpans and urinals; keeping records of patients' food intake and output as directed; assisting patients in dressing and undressing; assisting patients in walking and transporting patients by wheelchair and stretcher; and cleaning and sterilizing instruments and equipment. May clean rooms, make occupied or unoccupied beds, and take and record temperature, pulse, and respiration rate.

## D.6 WAGE DETERMINATIONS

WD 05-2017 (Rev.-18) was first posted on www.wdol.gov on 08/05/2014

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\*\*\*\*\*

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

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

Diane C. Koplewski                      Division of  
Director                      Wage Determinations

Wage Determination No.: 2005-2017  
Revision No.: 18  
Date Of Revision: 07/25/2014

State: Alaska  
Area: Alaska Statewide

\*\*\*\*\*Fringe Benefits Required Follow the Occupational Listing\*\*  
OCCUPATION CODE - TITLE                      FOOTNOTE

RATE

01000 - Administrative Support And Clerical Occupations

01011 - Accounting Clerk I

15.33

01012 - Accounting Clerk II

18.76

01013 - Accounting Clerk III

20.98

01020 - Administrative Assistant

23.34

01040 - Court Reporter

18.84

01051 - Data Entry Operator I

14.86

01052 - Data Entry Operator II

17.86

01060 - Dispatcher, Motor Vehicle

20.25

01070 - Document Preparation Clerk

15.39

01090 - Duplicating Machine Operator

14.72

01111 - General Clerk I

15.59

01112 - General Clerk II

17.01

01113 - General Clerk III

19.09

01120 - Housing Referral Assistant

21.01

01141 - Messenger Courier

15.60

01191 - Order Clerk I

15.45

01192 - Order Clerk II  
16.86  
01261 - Personnel Assistant (Employment) I  
19.07  
01262 - Personnel Assistant (Employment) II  
21.33  
01263 - Personnel Assistant (Employment) III  
23.79  
01270 - Production Control Clerk  
22.59  
01280 - Receptionist  
14.09  
01290 - Rental Clerk  
16.84  
01300 - Scheduler, Maintenance  
16.84  
01311 - Secretary I  
16.84  
01312 - Secretary II  
18.84  
01313 - Secretary III  
21.01  
01320 - Service Order Dispatcher  
16.48  
01410 - Supply Technician  
23.34  
01420 - Survey Worker  
18.78  
01531 - Travel Clerk I  
15.21  
01532 - Travel Clerk II  
16.80  
01533 - Travel Clerk III  
18.57  
01611 - Word Processor I  
16.18  
01612 - Word Processor II  
18.16  
01613 - Word Processor III  
20.31  
05000 - Automotive Service Occupations  
05005 - Automobile Body Repairer, Fiberglass  
27.64  
05010 - Automotive Electrician  
23.64  
05040 - Automotive Glass Installer  
21.87  
05070 - Automotive Worker  
21.87  
05110 - Mobile Equipment Servicer  
19.62  
05130 - Motor Equipment Metal Mechanic  
23.96  
05160 - Motor Equipment Metal Worker  
21.87  
05190 - Motor Vehicle Mechanic  
23.96  
05220 - Motor Vehicle Mechanic Helper  
18.53

05250 - Motor Vehicle Upholstery Worker  
21.87  
05280 - Motor Vehicle Wrecker  
21.87  
05310 - Painter, Automotive  
22.86  
05340 - Radiator Repair Specialist  
21.87  
05370 - Tire Repairer  
17.78  
05400 - Transmission Repair Specialist  
23.96  
07000 - Food Preparation And Service Occupations  
07010 - Baker  
16.67  
07041 - Cook I  
15.17  
07042 - Cook II  
17.46  
07070 - Dishwasher  
10.99  
07130 - Food Service Worker  
13.46  
07210 - Meat Cutter  
18.87  
07260 - Waiter/Waitress  
11.91  
09000 - Furniture Maintenance And Repair Occupations  
09010 - Electrostatic Spray Painter  
25.94  
09040 - Furniture Handler  
17.36  
09080 - Furniture Refinisher  
25.94  
09090 - Furniture Refinisher Helper  
19.58  
09110 - Furniture Repairer, Minor  
22.74  
09130 - Upholsterer  
25.94  
11000 - General Services And Support Occupations  
11030 - Cleaner, Vehicles  
11.68  
11060 - Elevator Operator  
11.68  
11090 - Gardener  
17.52  
11122 - Housekeeping Aide  
14.15  
11150 - Janitor  
14.15  
11210 - Laborer, Grounds Maintenance  
14.59  
11240 - Maid or Houseman  
10.96  
11260 - Pruner  
13.18  
11270 - Tractor Operator  
16.53

11330 - Trail Maintenance Worker  
14.59  
11360 - Window Cleaner  
15.67  
12000 - Health Occupations  
12010 - Ambulance Driver  
22.66  
12011 - Breath Alcohol Technician  
20.48  
12012 - Certified Occupational Therapist Assistant  
22.50  
12015 - Certified Physical Therapist Assistant  
21.90  
12020 - Dental Assistant  
20.32  
12025 - Dental Hygienist  
44.92  
12030 - EKG Technician  
29.90  
12035 - Electroneurodiagnostic Technologist  
29.90  
12040 - Emergency Medical Technician  
22.66  
12071 - Licensed Practical Nurse I  
18.31  
12072 - Licensed Practical Nurse II  
20.48  
12073 - Licensed Practical Nurse III  
22.84  
12100 - Medical Assistant  
17.49  
12130 - Medical Laboratory Technician  
21.01  
12160 - Medical Record Clerk  
16.04  
12190 - Medical Record Technician  
17.94  
12195 - Medical Transcriptionist  
20.41  
12210 - Nuclear Medicine Technologist  
43.70  
12221 - Nursing Assistant I  
13.27  
12222 - Nursing Assistant II  
14.92  
12223 - Nursing Assistant III  
16.28  
12224 - Nursing Assistant IV  
18.27  
12235 - Optical Dispenser  
20.20  
12236 - Optical Technician  
18.31  
12250 - Pharmacy Technician  
17.55  
12280 - Phlebotomist  
18.27  
12305 - Radiologic Technologist  
29.67

12311 - Registered Nurse I  
28.98  
12312 - Registered Nurse II  
35.45  
12313 - Registered Nurse II, Specialist  
35.45  
12314 - Registered Nurse III  
42.88  
12315 - Registered Nurse III, Anesthetist  
42.88  
12316 - Registered Nurse IV  
51.40  
12317 - Scheduler (Drug and Alcohol Testing)  
25.38  
13000 - Information And Arts Occupations  
13011 - Exhibits Specialist I  
21.09  
13012 - Exhibits Specialist II  
25.29  
13013 - Exhibits Specialist III  
30.90  
13041 - Illustrator I  
21.09  
13042 - Illustrator II  
25.29  
13043 - Illustrator III  
30.90  
13047 - Librarian  
25.66  
13050 - Library Aide/Clerk  
15.59  
13054 - Library Information Technology Systems  
23.84  
Administrator  
13058 - Library Technician  
19.63  
13061 - Media Specialist I  
16.71  
13062 - Media Specialist II  
18.70  
13063 - Media Specialist III  
20.85  
13071 - Photographer I  
19.50  
13072 - Photographer II  
23.82  
13073 - Photographer III  
27.01  
13074 - Photographer IV  
33.05  
13075 - Photographer V  
35.10  
13110 - Video Teleconference Technician  
18.43  
14000 - Information Technology Occupations  
14041 - Computer Operator I  
17.09  
14042 - Computer Operator II  
19.12

14043 - Computer Operator III  
24.42  
14044 - Computer Operator IV  
25.98  
14045 - Computer Operator V  
27.62  
14071 - Computer Programmer I (see 1)  
14072 - Computer Programmer II (see 1)  
14073 - Computer Programmer III (see 1)  
14074 - Computer Programmer IV (see 1)  
14101 - Computer Systems Analyst I (see 1)  
14102 - Computer Systems Analyst II (see 1)  
14103 - Computer Systems Analyst III (see 1)  
14150 - Peripheral Equipment Operator  
18.34  
14160 - Personal Computer Support Technician  
27.62  
15000 - Instructional Occupations  
15010 - Aircrew Training Devices Instructor (Non-Rated)  
34.09  
15020 - Aircrew Training Devices Instructor (Rated)  
41.24  
15030 - Air Crew Training Devices Instructor (Pilot)  
49.42  
15050 - Computer Based Training Specialist / Instructor  
34.09  
15060 - Educational Technologist  
25.26  
15070 - Flight Instructor (Pilot)  
44.47  
15080 - Graphic Artist  
25.25  
15090 - Technical Instructor  
23.55  
15095 - Technical Instructor/Course Developer  
28.83  
15110 - Test Proctor  
19.12  
15120 - Tutor  
19.12  
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations  
16010 - Assembler  
11.14  
16030 - Counter Attendant  
11.14  
16040 - Dry Cleaner  
14.19  
16070 - Finisher, Flatwork, Machine  
11.14  
16090 - Presser, Hand  
11.14  
16110 - Presser, Machine, Drycleaning  
11.14  
16130 - Presser, Machine, Shirts  
11.14  
16160 - Presser, Machine, Wearing Apparel, Laundry  
11.14  
16190 - Sewing Machine Operator  
15.20

16220 - Tailor  
16.24  
16250 - Washer, Machine  
12.16  
19000 - Machine Tool Operation And Repair Occupations  
19010 - Machine-Tool Operator (Tool Room)  
26.22  
19040 - Tool And Die Maker  
32.66  
21000 - Materials Handling And Packing Occupations  
21020 - Forklift Operator  
19.56  
21030 - Material Coordinator  
22.59  
21040 - Material Expediter  
22.59  
21050 - Material Handling Laborer  
17.01  
21071 - Order Filler  
15.49  
21080 - Production Line Worker (Food Processing)  
19.56  
21110 - Shipping Packer  
17.80  
21130 - Shipping/Receiving Clerk  
17.80  
21140 - Store Worker I  
14.56  
21150 - Stock Clerk  
19.82  
21210 - Tools And Parts Attendant  
19.56  
21410 - Warehouse Specialist  
19.56  
23000 - Mechanics And Maintenance And Repair Occupations  
23010 - Aerospace Structural Welder  
29.25  
23021 - Aircraft Mechanic I  
27.66  
23022 - Aircraft Mechanic II  
29.25  
23023 - Aircraft Mechanic III  
30.86  
23040 - Aircraft Mechanic Helper  
21.69  
23050 - Aircraft, Painter  
27.45  
23060 - Aircraft Servicer  
24.23  
23080 - Aircraft Worker  
25.48  
23110 - Appliance Mechanic  
24.68  
23120 - Bicycle Repairer  
19.56  
23125 - Cable Splicer  
32.26  
23130 - Carpenter, Maintenance  
27.35

23140 - Carpet Layer  
24.62  
23160 - Electrician, Maintenance  
33.25  
23181 - Electronics Technician Maintenance I  
28.23  
23182 - Electronics Technician Maintenance II  
33.62  
23183 - Electronics Technician Maintenance III  
35.69  
23260 - Fabric Worker  
23.00  
23290 - Fire Alarm System Mechanic  
25.71  
23310 - Fire Extinguisher Repairer  
21.40  
23311 - Fuel Distribution System Mechanic  
28.42  
23312 - Fuel Distribution System Operator  
24.75  
23370 - General Maintenance Worker  
21.71  
23380 - Ground Support Equipment Mechanic  
27.66  
23381 - Ground Support Equipment Servicer  
24.23  
23382 - Ground Support Equipment Worker  
25.48  
23391 - Gunsmith I  
21.40  
23392 - Gunsmith II  
24.62  
23393 - Gunsmith III  
27.84  
23410 - Heating, Ventilation And Air-Conditioning  
26.32  
Mechanic  
23411 - Heating, Ventilation And Air Contditioning  
28.62  
Mechanic (Research Facility)  
23430 - Heavy Equipment Mechanic  
30.13  
23440 - Heavy Equipment Operator  
29.79  
23460 - Instrument Mechanic  
27.68  
23465 - Laboratory/Shelter Mechanic  
26.22  
23470 - Laborer  
17.01  
23510 - Locksmith  
25.45  
23530 - Machinery Maintenance Mechanic  
27.44  
23550 - Machinist, Maintenance  
27.84  
23580 - Maintenance Trades Helper  
19.42  
23591 - Metrology Technician I  
27.68

23592 - Metrology Technician II  
29.27  
23593 - Metrology Technician III  
30.88  
23640 - Millwright  
27.84  
23710 - Office Appliance Repairer  
23.24  
23760 - Painter, Maintenance  
24.94  
23790 - Pipefitter, Maintenance  
32.26  
23810 - Plumber, Maintenance  
30.80  
23820 - Pneudraulic Systems Mechanic  
27.84  
23850 - Rigger  
27.84  
23870 - Scale Mechanic  
24.62  
23890 - Sheet-Metal Worker, Maintenance  
27.48  
23910 - Small Engine Mechanic  
24.62  
23931 - Telecommunications Mechanic I  
26.79  
23932 - Telecommunications Mechanic II  
30.61  
23950 - Telephone Lineman  
28.61  
23960 - Welder, Combination, Maintenance  
25.93  
23965 - Well Driller  
27.05  
23970 - Woodcraft Worker  
27.84  
23980 - Woodworker  
21.40  
24000 - Personal Needs Occupations  
24570 - Child Care Attendant  
12.47  
24580 - Child Care Center Clerk  
15.54  
24610 - Chore Aide  
14.06  
24620 - Family Readiness And Support Services  
16.21  
Coordinator  
24630 - Homemaker  
18.94  
25000 - Plant And System Operations Occupations  
25010 - Boiler Tender  
29.26  
25040 - Sewage Plant Operator  
28.70  
25070 - Stationary Engineer  
29.26  
25190 - Ventilation Equipment Tender  
21.66

25210 - Water Treatment Plant Operator  
28.70  
27000 - Protective Service Occupations  
27004 - Alarm Monitor  
19.71  
27007 - Baggage Inspector  
15.91  
27008 - Corrections Officer  
27.17  
27010 - Court Security Officer  
26.28  
27030 - Detection Dog Handler  
18.14  
27040 - Detention Officer  
27.17  
27070 - Firefighter  
22.46  
27101 - Guard I  
15.91  
27102 - Guard II  
18.14  
27131 - Police Officer I  
31.05  
27132 - Police Officer II  
34.50  
28000 - Recreation Occupations  
28041 - Carnival Equipment Operator  
14.59  
28042 - Carnival Equipment Repairer  
15.47  
28043 - Carnival Equipment Worker  
11.99  
28210 - Gate Attendant/Gate Tender  
14.96  
28310 - Lifeguard  
12.47  
28350 - Park Attendant (Aide)  
17.23  
28510 - Recreation Aide/Health Facility Attendant  
12.21  
28515 - Recreation Specialist  
26.20  
28630 - Sports Official  
13.72  
28690 - Swimming Pool Operator  
21.90  
29000 - Stevedoring/Longshoremen Occupational Services  
29010 - Blocker And Bracer  
24.62  
29020 - Hatch Tender  
24.62  
29030 - Line Handler  
24.62  
29041 - Stevedore I  
27.49  
29042 - Stevedore II  
30.43  
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  
21.46  
30022 - Archeological Technician II  
24.90  
30023 - Archeological Technician III  
29.46  
30030 - Cartographic Technician  
31.78  
30040 - Civil Engineering Technician  
29.63  
30061 - Drafter/CAD Operator I  
23.41  
30062 - Drafter/CAD Operator II  
27.28  
30063 - Drafter/CAD Operator III  
29.19  
30064 - Drafter/CAD Operator IV  
34.79  
30081 - Engineering Technician I  
22.72  
30082 - Engineering Technician II  
26.56  
30083 - Engineering Technician III  
29.74  
30084 - Engineering Technician IV  
33.02  
30085 - Engineering Technician V  
38.08  
30086 - Engineering Technician VI  
45.77  
30090 - Environmental Technician  
22.13  
30210 - Laboratory Technician  
26.61  
30240 - Mathematical Technician  
32.95  
30361 - Paralegal/Legal Assistant I  
21.93  
30362 - Paralegal/Legal Assistant II  
27.15  
30363 - Paralegal/Legal Assistant III  
33.22  
30364 - Paralegal/Legal Assistant IV  
40.20  
30390 - Photo-Optics Technician  
32.95  
30461 - Technical Writer I  
20.22  
30462 - Technical Writer II  
24.72  
30463 - Technical Writer III  
33.98  
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)  
29.19  
Surface Programs  
30621 - Weather Observer, Senior (see 2)  
32.42  
31000 - Transportation/Mobile Equipment Operation Occupations  
31020 - Bus Aide  
12.71  
31030 - Bus Driver  
19.13  
31043 - Driver Courier  
17.79  
31260 - Parking and Lot Attendant  
13.19  
31290 - Shuttle Bus Driver  
17.89  
31310 - Taxi Driver  
15.74  
31361 - Truckdriver, Light  
17.89  
31362 - Truckdriver, Medium  
19.85  
31363 - Truckdriver, Heavy  
22.18  
31364 - Truckdriver, Tractor-Trailer  
22.18  
99000 - Miscellaneous Occupations  
99030 - Cashier  
12.27  
99050 - Desk Clerk  
14.09  
99095 - Embalmer  
22.74  
99251 - Laboratory Animal Caretaker I  
12.34  
99252 - Laboratory Animal Caretaker II  
20.92  
99310 - Mortician  
22.74  
99410 - Pest Controller  
22.53  
99510 - Photofinishing Worker  
11.95  
99710 - Recycling Laborer  
25.38  
99711 - Recycling Specialist  
30.29  
99730 - Refuse Collector  
22.92  
99810 - Sales Clerk  
13.82  
99820 - School Crossing Guard  
16.32

99830 - Survey Party Chief  
26.44  
99831 - Surveying Aide  
17.60  
99832 - Surveying Technician  
24.04  
99840 - Vending Machine Attendant  
17.01  
99841 - Vending Machine Repairer  
19.91  
99842 - Vending Machine Repairer Helper  
17.01

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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; 3 weeks after 5 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

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

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

1) COMPUTER EMPLOYEES: Under the SCA at section 8(b), this wage determination does not apply to any employee who individually qualifies as a bona fide executive, administrative, or professional employee as defined in 29 C.F.R. Part 541. Because most Computer System Analysts and Computer Programmers who are compensated at a rate not less than \$27.63 (or on a salary or fee basis at a rate not less than \$455 per week) an hour would likely qualify as exempt computer professionals, (29 C.F.R. 541.400) wage rates may not be listed on this wage determination for all occupations

within those job families. In addition, because this wage determination may not list a wage rate for some or all occupations within those job families if the survey data indicates that the prevailing wage rate for the occupation equals or exceeds \$27.63 per hour conformances may be necessary for certain nonexempt employees. For example, if an individual employee is nonexempt but nevertheless performs duties within the scope of one of the Computer Systems Analyst or Computer Programmer occupations for which this wage determination does not specify an SCA wage rate, then the wage rate for that employee must be conformed in accordance with the conformance procedures described in the conformance note included on this wage determination.

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

- (1) The application of systems analysis techniques and procedures, including consulting with users, to determine hardware, software or system functional specifications;
- (2) The design, development, documentation, analysis, creation, testing or modification of computer systems or programs, including prototypes, based on and related to user or system design specifications;
- (3) The design, documentation, testing, creation or modification of computer programs related to machine operating systems; or
- (4) A combination of the aforementioned duties, the performance of which requires the same level of skills. (29 C.F.R. 541.400).

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

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

If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

HAZARDOUS PAY DIFFERENTIAL: An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordinance, 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.

## D.5 QUALITY ASSURANCE SURVEILLANCE PLAN

### Nursing Home Care Services

#### 1. PURPOSE

This Quality Assurance Surveillance Plan (QASP) provides a systematic method to evaluate performance for the stated contract. This QASP explains the following:

- \* What will be monitored?
- \* How monitoring will take place.

\* Who will conduct the monitoring?

\* How monitoring efforts and results will be documented.

This QASP does not detail how the contractor accomplishes the work. Rather, the QASP is created with the premise that the contractor is responsible for management and quality control actions to meet the terms of the contract. It is the Government's responsibility to be objective, fair, and consistent in evaluating performance.

This QASP is a "living document" and the Government may review and revise it on a regular basis. However, the Government shall coordinate changes with the contractor through contract modification. Copies of the original QASP and revisions shall be provided to the contractor and Government officials implementing surveillance activities.

## **2. GOVERNMENT ROLES AND RESPONSIBILITIES**

The following personnel shall oversee and coordinate surveillance activities.

a. Contracting Officer (CO) - The CO shall ensure performance of all necessary actions for effective contracting, ensure compliance with the contract terms, and shall safeguard the interests of the United States in the contractual relationship. The CO shall also assure that the contractor receives impartial, fair, and equitable treatment under this contract. The CO is ultimately responsible for the final determination of the adequacy of the contractor's performance.

Assigned Administrative CO: \_\_\_\_\_

Organization or Agency: Network Contracting Office 20

b. Contracting Officer's Representative (COR) - The COR is responsible for technical administration of the contract and shall assure proper Government surveillance of the contractor's performance. The COR shall keep a quality assurance file. The COR is not empowered to make any contractual commitments or to authorize any contractual changes on the Government's behalf.

Assigned COR: \_\_\_\_\_

Organization or Agency: VISN 20, Puget Sound Health Care System

## **3. CONTRACTOR REPRESENTATIVES**

The following employee(s) of the contractor serve as the contractor's program manager(s) for this contract.

a. Primary/Program Manager: \_\_\_\_\_

#### 4. PERFORMANCE STANDARDS

a. The contractor is responsible for performance of ALL terms and conditions of the contract. CORs will provide contract progress reports quarterly to the CO reflecting performance on this plan and all other aspects of the resultant contract. The performance standards outlined in this QASP shall be used to determine the level of contractor performance in the elements defined. Performance standards define desired services. The Government performs surveillance to determine the level of Contractor performance to these standards.

b. The Performance Requirements are listed below in Section 6. The Government shall use these standards to determine contractor performance and shall compare contractor performance to the standard and assign a rating. At the end of the performance period, these ratings will be used, in part, to establish the past performance of the contractor on the contract.

c. The Performance Requirements are listed below in Section 6. The Government shall use these standards to determine contractor performance and shall compare contractor performance to the standard and assign a rating. At the end of the performance period, these ratings will be used, in part, to establish the past performance of the contractor on the contract.

#### 5. INCENTIVES

The Government shall use past performance as incentives. Incentives shall be based on ratings received on the performance standards

#### 6. METHODS OF QA SURVEILLANCE

Various methods exist to monitor performance. The COR shall use the surveillance methods listed below in the administration of this QASP.

a. **PERIODIC INSPECTION:** Inspections scheduled and reported annually per COR delegation or as needed. Ten percent (10%) randomly selected patient files will be reviewed per inspection period. All inspections and reports will be conducted in compliance with VA Privacy and Information security standards.)

b. **VERIFICATION AND/OR DOCUMENTATION PROVIDED BY CONTRACTOR:** COR will review and if necessary validate information required by the contractor to be submitted in accordance with the PWS and Performance Requirements.

Quality Assurance Surveillance Plan						
Nursing Home Care						
No.	Paragraph in PWS	Indicator/Performance Standard	Standard for Quality Level	Acceptable Quality Level	Method of Surveillance	Incentive
1.	B.6.17	Nursing Home Shall provide VA with copies of all State/Federal licensures, certifications, and investigation reports when requested	100%	100%	Verification and/or documentation provided by Contractor and Periodic Inspections	Positive Past Performance Rating
2	B.6.3	Notice of Veteran being hospitalized within 72 hours and authorization obtained	100%	100%	Verification and/or documentation provided by	Positive Past Performance Rating

		from VA			Contractor	
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No.	Paragraph in PWS	Indicator/Performance Standard	Standard for Quality Level	Acceptable Quality Level	Method of Surveillance	Incentive
3	B.6.11	All medical records concerning the veteran's care in the nursing home will be readily accessible to the VA.	100%	100%	Periodic Inspections	Positive Past Performance Rating
4	2.3.1	Invoices shall be submitted promptly to the authorizing facility by the 15 <sup>th</sup> calendar day	100%	100%	Periodic Inspections	Positive Past Performance Rating

## 7. RATINGS

Metrics and methods are designed to determine rating for a given standard and acceptable quality level. The following ratings shall be used:

EXCEPTIONAL:	<p>Performance meets contractual requirements and exceeds many to the Government's benefit. The contractual performance of the element or sub-element being assessed was accomplished with few minor problems for which corrective actions taken by the contractor were highly effective.</p> <p><i>Note: To justify an Exceptional rating, you should identify <u>multiple</u> significant events in each category and state how it was a benefit to the GOVERNMENT. However a singular event could be of such magnitude that it alone constitutes an Exceptional rating. Also there should have been NO significant weaknesses identified.</i></p>
VERY GOOD:	<p>Performance meets contractual requirements and exceeds some to the Government's benefit. The contractual performance of the element or sub-element being assessed was accomplished with some minor problems for which corrective actions taken by the contractor were effective.</p> <p><i>Note: To justify a Very Good rating, you should identify a significant event in each Category and state how it was a benefit to the GOVERNMENT. Also there should have been NO significant weaknesses identified.</i></p>

SATISFACTORY:	<p>Performance meets contractual requirements. The contractual performance of the element or sub-element contains some minor problems for which corrective actions taken by the contractor appear or were satisfactory.</p> <p><i>Note: To justify a Satisfactory rating, there should have been only minor problems, or Major problems the contractor recovered from without impact to the contract. Also there should have been NO significant weaknesses identified.</i></p>
MARGINAL:	<p>Performance does not meet some contractual requirements. The contractual performance of the element or sub-element being assessed reflects a serious problem for which the contractor has not yet identified corrective actions. The contractor's proposed actions appear only marginally effective or were not fully implemented.</p> <p><i>Note: To justify Marginal performance, you should identify a significant event in each category that the contractor had trouble overcoming and state how it impacted the GOVERNMENT. A Marginal rating should be supported by referencing the management tool that notified the contractor of the contractual deficiency (e.g. Management, Quality, Safety or Environmental Deficiency Report or letter).</i></p>
UNSATISFACTORY:	<p>Performance does not meet most contractual requirements and recovery is not likely in a timely manner. The contractual performance of the element or sub-element being assessed contains serious problem(s) for which the contractor's corrective actions appear or were ineffective.</p> <p><i>Note: To justify an Unsatisfactory rating, you should identify multiple significant events in each category that the contractor had trouble overcoming and state how it impacted the GOVERNMENT. However, a singular problem could be of such serious magnitude that it alone constitutes an unsatisfactory rating. An Unsatisfactory rating should be supported by referencing the management tools used to notify the contractor of the contractual deficiencies (e.g. . Management, Quality, Safety or Environmental Deficiency Reports, or letters).</i></p>

## 8. DOCUMENTING PERFORMANCE

- a. The Government shall document positive and/or negative performance. Any report may become a part of the supporting documentation for any contractual action and preparing annual past performance using CONTRACTOR PERFORMANCE ASSESSMENT REPORT (CPAR).
- b. If contractor performance does not meet the Acceptable Quality level, the CO shall inform the contractor. This will normally be in writing unless circumstances necessitate verbal communication. In any case the CO shall document the discussion and place it in the contract file. When the COR and the CO determines formal written communication is required, the COR shall prepare a Contract Discrepancy Report (CDR), and present it to CO. The CO will in turn review and will present to the contractor's program manager for corrective action.

c. The contractor shall acknowledge receipt of the CDR in writing. The CDR will specify if the contractor is required to prepare a corrective action plan to document how the contractor shall correct the unacceptable performance and avoid a recurrence. The CDR will also state how long after receipt the contractor has to present this corrective action plan to the CO. The Government shall review the contractor's corrective action plan to determine acceptability. The CO shall also assure that the contractor receives impartial, fair, and equitable treatment. The CO is ultimately responsible for the final determination of the adequacy of the contractor's performance and the acceptability of the Contractor's corrective action plan.

d. Any CDRs may become a part of the supporting documentation for any contractual action deemed necessary by the CO. See Sample CDR below.

## 9. FREQUENCY OF MEASUREMENT

a. Frequency of Measurement. The frequency of measurement is defined in the contract or otherwise in this document. The government (COR or CO) will periodically analyze whether the frequency of surveillance is appropriate for the work being performed.

b. Frequency of Performance Reporting. The COR shall communicate with the Contractor and will provide written reports to the Contracting Officer quarterly (or as outlined in the contract or COR delegation) to review Contractor performance.

## 10. COR AND CONTRACTOR ACKNOWLEDGEMENT OF QASP

SIGNED:

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r DATE  
Contracting Officer's Representative

SIGNED:

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DATE

CONTRACT DISCREPANCY REPORT				
1. CONTRACT NUMBER		2. REPORT NUMBER FOR THIS DISCREPANCY		
3. TO: <i>(Contracting Officer)</i>		4. FROM: <i>(Name of COR)</i>		
5. DATES				
a. CDR PREPARED	b. RETURNED BY CONTRACTOR:	c. ACTION COMPLETE		
6. DISCREPANCY OR PROBLEM <i>(Describe in detail. Include reference to PWS Directive; attach continuation sheet if necessary.)</i>				
7. SIGNATURE OF COR			Date:	
8. SIGNATURE OF CONTRACTING OFFICER			Date:	
9a. TO <i>(Contracting Officer)</i>		9a. FROM <i>(Contractor)</i>		
10. CONTRACTOR RESPONSE AS TO CAUSE, CORRECTIVE ACTION AND ACTIONS TO PREVENT RECURRENCE. <i>(Cite applicable quality control program procedures or new procedures. Attach continuation sheet(s) if necessary.)</i>				
11. SIGNATURE OF CONTRACTOR REPRESENTATIVE			Date:	
12. GOVERNMENT EVALUATION. <i>(Acceptance, partial acceptance, reflection. Attach continuation sheet(s) if necessary.)</i>				
13. GOVERNMENT ACTIONS <i>(Acceptance, partial acceptance, reflection. Attach continuation sheet(s) if necessary.)</i>				
14. CLOSE OUT				
	NAME	TITLE	SIGNATURE	DATE
CONTRACTOR NOTIFIED				
COR				
CONTRACTING OFFICER				

## SECTION E - SOLICITATION PROVISIONS

### E.1 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)

### E.2 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)

#### 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:

<u>FAR Number</u>	<u>Title</u>	<u>Date</u>
52.225-25	PROHIBITION ON CONTRACTING WITH ENTITIES ENGAGING IN CERTAIN ACTIVITIES OR TRANSACTIONS RELATING TO IRAN—REPRESENTATION AND CERTIFICATIONS	DEC 2012

#### **E.3 52.216-1 TYPE OF CONTRACT (APR 1984)**

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

(End of Provision)

#### **E.4 VAAR 852.273-74 AWARD WITHOUT EXCHANGES (JAN 2003)**

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

(End of Provision)

(End of Addendum to 52.212-1)

## **E.5 52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS— COMMERCIAL ITEMS (NOV 2014)**

The offeror shall complete only paragraph (b) of this provision if the offeror has completed the annual representations and certifications electronically via <http://www.acquisition.gov>. If an offeror has not completed the annual representations and certifications electronically at the System for Award Management (SAM) website, the offeror shall complete only paragraphs (c) through (p) of this provision.

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

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

“Forced or indentured child labor” means all work or service—

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

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

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

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

“Inverted domestic corporation”, 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.

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

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

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

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

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

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

(1) Directly by a parent corporation; or

(2) Through another subsidiary of a parent corporation.

“Veteran-owned small business concern” means a small business concern—

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

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

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

“Women-owned small business concern” means a small business concern—

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(2) Foreign End Products:

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

*[List as necessary]*

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

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

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

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

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

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

*[List as necessary]*

(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) of this provision) as defined in the clause of this solicitation entitled “Buy American—Free Trade Agreements—Israeli Trade Act.” The offeror shall list as other foreign end

products those end products manufactured in the United States that do not qualify as domestic end products, i.e., an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of “domestic end product.”

Other Foreign End Products:

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

*[List as necessary]*

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

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

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

Canadian End Products:

Line Item No.
_____
_____
_____

*[List as necessary]*

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

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

Canadian or Israeli End Products:

Line Item No.	Country of Origin
_____	_____
_____	_____

\_\_\_\_\_  
 [List as necessary]

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

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

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

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

[List as necessary]

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

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

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

Other End Products:

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

[List as necessary]

(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25. For line items covered by the WTO GPA, the Government will evaluate offers of U.S.-made or designated country end products without regard to the restrictions of the Buy American statute. The Government will consider for award only offers of U.S.-made or designated country end products unless

the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

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

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

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

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

(4) ☐ Have, ☐ have not, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,000 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
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(2) *Certification. [If the Contracting Officer has identified end products and countries of origin in paragraph (i)(1) of this provision, then the offeror must certify to either (i)(2)(i) or (i)(2)(ii) by checking the appropriate block.]*

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

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

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

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

(2) \_\_\_ Outside the United States.

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

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

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

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

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

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

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

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

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

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

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

(i) If the offeror does not certify to the conditions in paragraph (k)(1) or (k)(2) and the Contracting Officer did not attach a Service Contract Labor Standards wage determination to the solicitation, the offeror shall notify the Contracting Officer as soon as possible; and

(ii) The Contracting Officer may not make an award to the offeror if the offeror fails to execute the certification in paragraph (k)(1) or (k)(2) of this clause or to contact the Contracting Officer as required in paragraph (k)(3)(i) of this clause.

(1) *Taxpayer Identification Number (TIN)* (26 U.S.C. 6109, 31 U.S.C. 7701). (Not applicable if the offeror is required to provide this information to the SAM database to be eligible for award.)

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

(2) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is

subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

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

☐ TIN: \_\_\_\_\_.

☐ TIN has been applied for.

☐ TIN is not required because:

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

☐ Offeror is an agency or instrumentality of a foreign government;

☐ Offeror is an agency or instrumentality of the Federal Government.

(4) *Type of organization.*

☐ Sole proprietorship;

☐ Partnership;

☐ Corporate entity (not tax-exempt);

☐ Corporate entity (tax-exempt);

☐ Government entity (Federal, State, or local);

☐ Foreign government;

☐ International organization per 26 CFR 1.6049-4;

☐ Other \_\_\_\_\_.

(5) *Common parent.*

☐ Offeror is not owned or controlled by a common parent;

☐ Name and TIN of common parent:

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

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

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

(n) Prohibition on Contracting with Inverted Domestic Corporations

(1) *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](mailto:CISADA106@state.gov).

(2) *Representation and certifications.* Unless a waiver is granted or an exception applies as provided in paragraph (o)(3) of this provision, by submission of its offer, the offeror—

(i) Represents, to the best of its knowledge and belief, that the offeror does not export any sensitive technology to the government of Iran or any entities or individuals owned or controlled by, or acting on behalf or at the direction of, the government of Iran;

(ii) Certifies that the offeror, or any person owned or controlled by the offeror, does not engage in any activities for which sanctions may be imposed under section 5 of the Iran Sanctions Act; and

(iii) Certifies that the offeror, and any person owned or controlled by the offeror, does not knowingly engage in any transaction that exceeds \$3,000 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>).

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

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

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

(p) *Ownership or Control of Offeror.* (Applies in all solicitations when there is a requirement to be registered in SAM or a requirement to have a DUNS Number in the solicitation.)

(1) The Offeror represents that it [ ] has or [ ] does not have an immediate owner. If the Offeror has more than one immediate owner (such as a joint venture), then the Offeror shall respond to paragraph (2) and if applicable, paragraph (3) of this provision for each participant in the joint venture.

(2) If the Offeror indicates “has” in paragraph (p)(1) of this provision, enter the following information:

Immediate owner CAGE code:

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Immediate owner legal name:

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*(Do not use a “doing business as” name)*

Is the immediate owner owned or controlled by another entity: [ ] Yes or [ ] No.

(3) If the Offeror indicates “yes” in paragraph (p)(2) of this provision, indicating that the immediate owner is owned or controlled by another entity, then enter the following information:

Highest-level owner CAGE code:

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Highest-level owner legal name:

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*(Do not use a “doing business as” name)*

(End of Provision)