

<b>SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, &amp; 30</b>				1. REQUISITION NO. 636-17-1-5058-0004		PAGE 1 OF 73	
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE		4. ORDER NO.		5. SOLICITATION NUMBER VA263-17-Q-0006	
7. FOR SOLICITATION INFORMATION CALL:		a. NAME Travis Johnson				b. TELEPHONE NO. (No Collect Calls) 605-333-6822	
8. OFFER DUE DATE/LOCAL TIME 10-19-2016 2:00PM		9. ISSUED BY  Department of Veterans Affairs Network Contracting Office 23 (NCO 23) 2501 W. 22nd St. Sioux Falls SD 57105		10. THIS ACQUISITION IS  <input checked="" type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS		<input type="checkbox"/> UNRESTRICTED OR <input checked="" type="checkbox"/> SET ASIDE: 100 % FOR:  <input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM <input type="checkbox"/> EDWOSB <input type="checkbox"/> 8(A) NAICS: 238220 SIZE STANDARD: \$20.5 Million	
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input checked="" type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS		13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) <input type="checkbox"/>		13b. RATING N/A	
14. METHOD OF SOLICITATION <input checked="" type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP		15. DELIVER TO  Department of Veterans Affairs VA NWI Health Care System 4101 Woolworth Avenue  Omaha NE 68105		16. ADMINISTERED BY  Department of Veterans Affairs Network Contracting Office 23 (NCO 23) 2501 W. 22nd St. Sioux Falls SD 57105			
17a. CONTRACTOR/OFFEROR  TELEPHONE NO. _____ DUNS: _____ DUNS+4: _____		18a. PAYMENT WILL BE MADE BY  Department of Veterans Affairs Financial Management Services via the Tungsten Network Reference VAAR Clause 852.232-72  PHONE: 877-489-6135 FAX: _____		17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER <input type="checkbox"/>		18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM	
19. ITEM NO.		20. SCHEDULE OF SUPPLIES/SERVICES		21. QUANTITY		22. UNIT	
		Uninterruptible Power Supplies(UPS) Maintenance Agreement Located at NWI Healthcare System 4101 Woolworth Ave, Omaha, NE 68105, 600 South 70th St, Lincoln, NE 68510 and 201 N Broadwell Ave, Grand Island, NE 68803. See attached SOW  The Solicitation will result in a Firm Fixed Price (FFP) contract.  Period of Performacnce Base Period 11/1/2016 - 10/31/2017 Option Year 1 11/1/2017 - 10/31/2018 Option Year 2 11/1/2018 - 10/31/2019 Option Year 3 11/1/2019 - 10/31/2020 Option Year 4 11/1/2020 - 10/31/2021  (Use Reverse and/or Attach Additional Sheets as Necessary)					
				23. UNIT PRICE		24. AMOUNT	
25. ACCOUNTING AND APPROPRIATION DATA 636-3670162-5058-855100-2543 0100555592 636-17-1-5058-0004				26. TOTAL AWARD AMOUNT (For Govt. Use Only) \$0.00			
<input checked="" type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA <input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA <input checked="" type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN <u>ONE</u> COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED				<input type="checkbox"/> 29. AWARD OF CONTRACT: REF. _____ OFFER DATED _____, YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN IS ACCEPTED AS TO ITEMS:			
30a. SIGNATURE OF OFFEROR/CONTRACTOR				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)			
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)		30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) Travis Johnson NCO2315L2-5351		31c. DATE SIGNED	

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## SECTION B - CONTINUATION OF SF 1449 BLOCKS

### B.1 CONTRACT ADMINISTRATION DATA

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

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

a. CONTRACTOR:

b. GOVERNMENT: Contracting Officer 36C438 Travis Johnson

Department of Veterans Affairs

Network Contracting Office 23 (NCO 23)

2501 W. 22nd St.

Sioux Falls SD 57105

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

☒ 52.232-34, Payment by Electronic Funds Transfer—Other Than System For Award Management, or

☐ 52.232-36, Payment by Third Party

3. INVOICES: Invoices shall be submitted in arrears:

a. Quarterly ☒

b. Semi-Annually ☐

c. Other ☐

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

Department of Veterans Affairs  
Financial Management Services  
via the Tungsten Network  
Reference VAAR Clause 852.232-72

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

AMENDMENT NO	DATE

## **STATEMENT OF WORK NWIHCS UPS CONTRACT October 1, 2016**

### **1. Scope of Work:**

Five year requirement (1 base year and 4 one year options) to provide full service coverage (FS) and / or preventive maintenance coverage (PM) with battery replacement coverage (BR) as indicated on Uninterruptible Power Supplies (UPS) and Rectifiers located at various sites in the NWIHCS as listed in paragraph 2.1.

Provide all tools, parts, transportation and labor to complete the following semi-annual PM:

**Electronics Preventive Maintenance:** Rectifier Power Module Preventive Maintenance/Calibration of all metering and protective features. Functional testing of all transfer conditions. Inspection of online performance and equipment history. Examination of interfaces to other Power-train equipment. Visual check on batteries and battery environment. Written evaluation providing a record of equipment performance. The Vendor will perform the Preventive Maintenance at a mutually accepted date.

**Battery Preventive Maintenance:** VR battery system or flooded lead acid battery preventive maintenance visits during the term of the service agreement. NOTE: Due to the size and type of battery, testing and work procedures vary between battery jars above and below 100 watts per battery; work procedures may vary by UPS or related device and battery type and may be limited by safety requirements.

### **Performed During Semi-Annual Preventive Maintenance Visit:**

#### **Measure and Record the following:**

- Individual cell/battery float voltages and overall float voltage
- Charger output current and voltage
- AC ripple current and voltage imposed on the battery
- Internal ohmic values of each cell/battery or perform a continuity test of each cell/battery
- Connection Resistance of 10% of the inter cell/battery connection
- Ambient temperature
- Negative terminal temperature of one cell/battery per battery cabinet shelf or rack tier

#### **Visually inspect conditions and appearance of the following:**

- Connection terminals inter cell/battery connectors, cables and associated hardware
- Cell/battery covers, containers, and post seals
- Battery racks or cabinets and associated components and hardware
- Cell/battery jar or cover, noting any excessive distortion

#### **Perform cleaning of all accessible surfaces as required**

#### **Perform the following:**

- Measure and record the connection resistance of 100% of the inter cell/battery connections.
- Re-torque any connection where the resistance is above 20% of the average.

#### **E. Reporting Each Preventive Maintenance Visit:**

The technician(s) will issue the VA a verbal report summarizing the condition of the battery and identifying any critical issues before leaving the customer's site.

A detailed report containing all readings and observations will be sent to the VA within five business days.

### **Electronics (UPS Power Module, DC, PDU, Flywheel) Preventive Maintenance**

The following is an outline of general checks required to be performed during a Preventive Maintenance. All checks should be designed to be performed during off line operation, in the bypass mode. All checks or processes may not be applicable to all equipment types or models.

#### **Visual Inspection**

- Inspect all printed circuit board connections for cleanliness, swab contacts if necessary.
- Inspect all power connections for signs of overheating
- Inspect all subassemblies, bridges and legs for signs of component defects or stress
- Inspect all DC capacitors for signs of leakage
- Inspect all AC capacitors for signs of leakage
- Inspect and inventory all customer-owned spare parts
- Inspect for, and perform as required, any open engineering changes

#### **Internal Operating Parameters**

- DC Ground Detection Offset (if applicable)
- Inverter leg current average balance (if applicable)
- Output filter current average phase balance
- Rectifier bridge current average leg balance
- AC Protection settings are checked
- DC Protection settings are checked
- Input and Output Frequency and Voltage Bandwidth settings are checked
- Verify DC filter capacitance
  - i. Verify AC tank and trap filter capacitance
  - j. Power Supply voltages and waveforms

#### **External Operating Parameters**

- System Input Voltages (all phases)
- System Input Currents (all phases)
- DC Charging Voltages (float and equalize), record settings, adjust to nominal
- Rectifier phase on and walk up
- Inverter phase on and walk up
- Adjust all panel meters to measured values
- System Bypass Voltages (all phases)
- Manual and UV Transfer Testing, verify uninterrupted transfer waveform (if applicable)
  - i. Outage simulation, and battery capability testing, and verify charger current limit
  - j. Generator operation and interface verification (if applicable)

#### **Environmental Parameters**

- UPS area ambient temperature and condition of ventilating equipment
- General Cleanliness of UPS Power Module
- General Cleanliness of UPS area
- Replace all air filters
- Clean control panel/CRT screen

#### **Battery Cabinet Checks**

- General appearance of Battery System (all types)
- General cleanliness of Battery System area (all types)
- Inspect cells for physical abnormalities
- Inspect all DC connections for abnormalities
- Battery System area ambient temperature and condition of ventilating equipment
- For internal batteries only, measure and record:

Overall battery float voltage  
Charger output current and voltage  
Negative terminal temperature of one cell/battery per battery cabinet shelf or rack tier

#### **Monitoring System Parameters**

Alarm archive review and printing  
Alarm lamp test-local and remote (if applicable)  
Replace all open monitor bulbs  
Review Battery Test in history (if applicable)

#### **General**

Customer Consultation  
Verbal Recommendations  
General Observations

Following the Preventive Maintenance inspection, a written report will be provided detailing the results of the inspection, and making specific recommendations toward future remedial action.

**Battery Replacement:** Provide all parts, tools, labor and transportation to replace all batteries with equal or better batteries once during the duration of the agreement. Preferred year of replacement is listed in para. 2.1. under BR Year The VA reserves the right to request earlier replacement if the need is identified. It is the responsibility of the vendor to arrange delivery of the new batteries to coincide with the mutually agreed upon scheduled replacement date. Batteries shall not arrive any earlier than 2 business days before replacement. It is also the vendor's responsibility to arrange for pick-up and proper disposal of all used/old batteries within 2 business days of the replacement. All 3 NWIHCS locations have dock access to the facility, but do not have fork-lifts available. Rectifier battery replacement shall be done after 1800 hours on weekdays or on the weekend, unless the contractor can provide a system to keep the PBX/telephone system operational when they replace the batteries.

**1.3.** Provide all tools, parts, transportation and labor to provide Full Service Repair coverage as follows:

##### **1.3.1.** 4-Hour Response

##### **1.3.2** Unlimited Service

Calls

Free 24 Hour Tech Support

24 x 7 Contracted Service Coverage (Including Holidays)

Provide unlimited continuous effort service response within the contracted period, provide free parts, and fund all travel and labor costs.

## 2. Equipment:

### 2.1. The equipment to be serviced/maintained includes:

Manufacturer	Type	Serial	kVa	Number and Battery Type	Location	Age	Coverage Type	BR Year
Chloride	EP8080S2 2SF UPS	SB261289	80	40-12volt 90AH (Gruber Power)	Omaha	11yr	FS&PM & BR	2017
Powerware	9390-40 UPS	EB453CBA0 6	40	Powerware PWHRI2120W3FR. 20- 24VoltBattery Cells, 10 trays w/ 2 per tray for 48 VDC per tray, 480VDC	Omaha	7yr	FS & PM & BR	2018
Emerson- Lorrain	CSP483 00 Rectifie r	BH5277839 7		24-C&D Technologies RS-1991 AT-23's	Omaha	7yr	PM & BR	2016
Eaton	9170+ UPS	BD154T0007	40	I50-NP 7.5-12 12volt,7.5Ahr (Yuasa Valve regulated lead acid)	Lincoln	7yr	FS&PM & BR	2019
Emerson Candeo	SP 4S300 Rectifi	500366BML		24-90A15(GNB Absolyte IIP 90A)	Lincoln	10yr	PM & BR	2016
Nortel	MFA 150 Rectifi	M09610090		24-90A15 (GNB Absolyte IIP 90A)	Grand Island	14yr	PM & BR	2016
Leibert	NRBP4HX 1L1AOH9 8	M15H3B000 3	45	Energysys DataSafe HX150-FR VRLA batteries 72 qty	Grand Island	0 yr	PM & BR	2020

## 3. Definitions/Acronyms:

3.1. NWIHCS - Nebraska Western Iowa Health Care System. Consists of 3 main campuses: Omaha 4101 Woolworth Ave, Omaha NE 68105 (ph 402.995.3410); Grand Island 2201 N Broadwell Ave, Grand Island NE 68803 (308-382-3660 ext 2369); and Lincoln 600 South 70<sup>th</sup>, Lincoln NE 68510 (ph 402.489.3802 ext 6406)

CO - Contracting Officer, Network 23 Contracting Activity, telephone number 605-336-3230 ext. 9+7804

COR ~ Contracting Officer's Representative.

IAW - In Accordance With

PM - Preventive Maintenance Inspection. Services which are periodic in nature and are required to maintain the equipment in such condition that it may be operated in accordance with its intended design and functional capacity with minimal incidence of malfunction or inoperative conditions.

FSE - Field Service Engineer. A person who is authorized by the contractor

ESR - Vendor Engineering Service Report. A documentation of the services rendered for each incidence of work performance under the terms and conditions of the contract.

**3.8. Acceptance Signature** - Signature of VA Omaha employee who indicates FSE demonstrated service conclusion/status and user has accepted work as complete/pending as stated in ESR.

**3.9. Authorization Signature** — COR's signature; indicates COR accepts work status as stated in ESR.

OSHA - Occupational Safety and Health Administration.

First Look / CO-OP - type of service contract coverage where the VA Engineering attempts to solve minor problems or makes easily completed repairs with parts provided by the vendor. May also include the VA Engineering accomplishing scheduled maintenance (PM) instead of the vendor performing it. This type of coverage normally results in a cost savings to the government.

PM - Preventive Maintenance **4.**

### **Conformance Standards:**

Contract service shall ensure that the equipment/system functions in conformance with the latest published edition of NFPA-99, OSHA, manufacturer's Network Equipment/System upgrades/updates shall be installed in strict accordance with manufacturer's specifications and must operate within manufacturer's specifications and must operate within manufacturer's specified parameters.

The C&A requirements do not apply, and a Security Accreditation Package is not required. Contractor will be escorted by IT personnel while in the server room.

### **5. Hours of Coverage:**

The contractor will respond by phone at no additional charge, 24 hours / 7 days a week / 365 days a year.

All scheduled and service/repairs shall be performed during these normal hours of coverage unless one of the following conditions exist:

**5.2.1** The contractor wishes to perform such maintenance at a time that is outside of the normal hours of coverage, at no additional cost to the Government, and the contractor submits a request to the COR prior to the proposed start of the maintenance and the request is approved by the COR before work is begun.

**5.2.1.1** The COR directs that the scheduled maintenance be performed at a time that is outside the normal hours of coverage and the additional cost is recommended by the COR and authorized by the CO.

**5.2.1.2.** The equipment covered under Full Service is non-operational and needs to be repaired immediately.

Scheduled maintenance shall be performed in accordance at the manufacturer's recommended intervals and should be scheduled/completed during the month the VA requests. Changes in this periodicity will occur only when approval is granted by the COR.

**5.4.** Scheduling for unscheduled maintenance requirements outside of normal hours shall be coordinated with and require the approval of the COR.



5.6. Federal holidays observed by VA Omaha are:

New Years Day  
Martin Luther King Day  
President's Day  
Memorial Day  
Independence Day  
Labor Day  
Columbus Day  
Veteran's Day  
Thanksgiving Day  
Christmas Day

and any other day specifically designated by the President of the United States. Coordination for emergency repairs on holidays shall be made thru the COR.

**6. Service Manuals:**

VA will not provide service manuals of service diagnostic software to the contractor. The contractor shall obtain, have on file, and make available to its FSEs all operational and technical documentation, (such as: operational and service manuals, schematics, and parts list), which are necessary to meet the performance requirements of this contract.

The location and listing of the service data manuals, by name, and/or the manuals themselves shall be provided to the Contracting Officer upon request.

**7. Documentation/Reports:**

Documentation shall include detailed descriptions of the scheduled and unscheduled maintenance procedures performed, including replaced parts and prices required to maintain the equipment in accordance with performance requirements.

Any additional charges claimed will be approved by the CO via the COR before service is completed.

**8. Reporting Requirements:**

Upon arrival at VA Omaha the contractor shall be required to log in with Engineering in room B618 in Omaha, room C09 in Grand Island or room 0073 in Lincoln. This log in is mandatory as well as wearing the contractor badge issued upon log in.

When service is completed, the FSE shall document services rendered on a legible ESR(s) and submit to the COR who set-up the service. The ESR can be submitted when logging out with Biomed, via an internet web site or e-mail. ESRs should be submitted not later than 5 business days after service is complete.

In those cases when the Engineering office is closed, contractor personnel will log in and/or out via the VA police and after hours service shall be prearranged with the Engineering.

**9. Services Beyond the Contract Scope:**

Contractor shall immediately, but not later than 24 consecutive hours after discovery, notify the CO and COR, (in writing), of the existence of the development of any defects in, or repairs

required to, the scheduled equipment which the contractor considers he/she is not responsible for under the terms of the contract.

Contractor shall furnish the COR with a written estimate of the cost to make necessary repairs.

#### **10. Condition of Equipment:**

The contractor accepts responsibility for the equipment described in "as is" condition. The equipment will be operational.

Failure to inspect the equipment prior to contract award shall not relieve the contractor from performance of the requirements of this contract.

#### **Test Equipment:**

**11.1.** Test equipment calibration shall be traceable to National Institutes of Standard Technology standards.

#### **Identification, Parking, Smoking, and VA Regulations:**

Contractor's FSE(s) shall wear visible identification at all times while on the premises of the VA. Identification shall include, as a minimum, the employee's name, position, and the contractor's trade name.

It is the responsibility of the contractor to park in the appropriate designated parking areas. Information on parking is available from VA Police Service. VA will not invalidate or make reimbursement for parking violations of the contractor under any conditions.

Smoking is prohibited inside all VA buildings.

Possession of weapons is prohibited. Enclosed containers, including tool kits, shall be subject to search.

Violations of VA regulations may result in citation answerable in the United States (Federal) District Court, not a local district, state or municipal court.

**12.6.** The vendor will be required to be escorted by VA employees while completing their work for information/network security reasons. Coordination for vendor visits must be made at least 2 weeks in advanced and must be mutually agreed upon.

#### **13. Technical Factors**

To be considered Technically Acceptable the Contractor must meet the below criteria:

1. Contractor must have full time staff that is "fully qualified" FSE and a "fully qualified" FSE who will serve as the backup for the equipment identified in this solicitation.

2. "Fully qualified" is based upon training and on experience in the field. For training, the FSE(s) has successfully completed a formalized training program for the equipment identified in this solicitation as required by the manufacturer.
3. Contractor must provide, upon request, evidence of appropriate training of any FSE(s) providing services under terms of the contract.

**Price Schedule  
For  
UPS Maintenance  
VA Nebraska-Western Iowa Health Care System**

<b>Price Schedule For VA Nebraska-Western Iowa Health Care System</b>				
<b>CLIN</b>	<b>Description</b>	<b>Est. Annual Quantity</b>	<b>Unit Price</b>	<b>Total Est. Price</b>
0001	UPS Maintenance Agreement Base Year: 11/1/2016 to 10/31/2017	12 MO		
1001	UPS Maintenance Agreement Option Year 1: 11/1/2017 to 10/31/2018	12 MO		
2001	UPS Maintenance Agreement Option Year 2: 11/1/2018 to 10/31/2019	12 MO		
3001	UPS Maintenance Agreement Option Year 3: 11/1/2019 to 10/31/2020	12 MO		
4001	UPS Maintenance Agreement Option Year 4: 11/1/2020 to 10/31/2021	12MO		
			<b>Total Cost</b>	

## SECTION C - CONTRACT CLAUSES

### C.1 52.212-4 CONTRACT TERMS AND CONDITIONS—COMMERCIAL ITEMS (MAY 2015)

(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.

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

(End of Clause)

## **C.2 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. The specified rates under this clause will be those rates in effect under the contract each time an option is exercised under this clause. 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 thirty calendar days before contract expiration.

(End of Clause)

## **C.3 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)**

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

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

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

(End of Clause)

## **C.4 52.228-5 INSURANCE—WORK ON A GOVERNMENT INSTALLATION (JAN 1997)**

(a) The Contractor shall, at its own expense, provide and maintain during the entire performance of this contract, at least the kinds and minimum amounts of insurance required in the Schedule or elsewhere in the contract.

(b) Before commencing work under this contract, the Contractor shall notify the Contracting Officer in writing that the required insurance has been obtained. The policies evidencing required insurance shall contain an endorsement to the effect that any cancellation or any material change adversely affecting the Government's interest shall not be effective—

(1) For such period as the laws of the State in which this contract is to be performed prescribe; or

(2) Until 30 days after the insurer or the Contractor gives written notice to the Contracting Officer, whichever period is longer.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in subcontracts under this contract that require work on a Government installation and shall require subcontractors to provide and maintain the insurance required in the Schedule or elsewhere in the contract. The Contractor shall maintain a copy of all subcontractors' proofs of required insurance, and shall make copies available to the Contracting Officer upon request.

(End of Clause)

## **C.5 SUPPLEMENTAL INSURANCE REQUIREMENTS**

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

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

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

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

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

(End of Clause)

## **C.6 52.232-19 AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR (APR 1984)**

Funds are not presently available for performance under this contract beyond 09/30/2016. 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 09/30/2016, 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.7 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)**

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

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

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

(End of Clause)

<b><u>FAR Number</u></b>	<b><u>Title</u></b>	<b><u>Date</u></b>
52.203-17	CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS	APR 2014
52.204-4	PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER	MAY 2011
52.204-9	PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL	JAN 2011
52.204-18	COMMERCIAL AND GOVERNMENT ENTITY CODE MAINTENANCE	JUL 2015
52.232-18	AVAILABILITY OF FUNDS	APR 1984
52.232-40	PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS	DEC 2013
52.237-3	CONTINUITY OF SERVICES	JAN 1991

## **C.8 VAAR 852.203-70 COMMERCIAL ADVERTISING (JAN 2008)**

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

(End of Clause)

## **C.9 VAAR 852.203-71 DISPLAY OF DEPARTMENT OF VETERAN AFFAIRS HOTLINE POSTER (DEC 1992)**

(a) Except as provided in paragraph (c) below, the Contractor shall display prominently, in common work areas within business segments performing work under VA contracts, Department of Veterans Affairs Hotline posters prepared by the VA Office of Inspector General.

(b) Department of Veterans Affairs Hotline posters may be obtained from the VA Office of Inspector General (53E), P.O. Box 34647, Washington, DC 20043-4647.

(c) The Contractor need not comply with paragraph (a) above if the Contractor has established a mechanism, such as a hotline, by which employees may report suspected instances of improper conduct, and instructions that encourage employees to make such reports.

(End of Clause)

## **C.10 LIMITATIONS ON SUBCONTRACTING-- MONITORING AND COMPLIANCE (JUN 2011)**

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

## **C.11 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.12 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 Iowa. Further, it is agreed that any negligence of the Government, its officers, agents, servants and employees, shall not be the responsibility of the contractor hereunder with the regard to any claims, loss, damage, injury, and liability resulting there from.

(End of Clause)

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

WD 05-2325 (Rev.-17) was first posted on [www.wdol.gov](http://www.wdol.gov) on 01/05/2016

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

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

| WASHINGTON D.C. 20210

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|

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| Wage Determination No.: 2005-2325

Daniel W. Simms Division of | Revision No.: 17

Director Wage Determinations | Date Of Revision: 12/29/2015

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Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.15 for calendar year 2016 applies to all contracts subject to the Service Contract Act for which the solicitation was issued on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.15 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2016. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

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States: Iowa, Nebraska

Area: Iowa Counties of Adams, Buena Vista, Cass, Cherokee, Clay, Crawford,  
 Dickinson, Fremont, Harrison, Ida, Lyon, Mills, Monona, Montgomery, Obrien,  
 Osceola, Page, Plymouth, Pottawattamie, Sac, Shelby, Sioux, Woodbury  
 Nebraska Counties of Burt, Butler, Cass, Cedar, Colfax, Cuming, Dakota, Dixon,  
 Dodge, Douglas, Gage, Johnson, Lancaster, Madison, Nemaha, Otoe, Pawnee,  
 Pierce, Richardson, Sarpy, Saunders, Stanton, Thurston, Washington, Wayne

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

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I	13.31	
01012 - Accounting Clerk II	14.94	
01013 - Accounting Clerk III	18.73	
01020 - Administrative Assistant	20.14	
01040 - Court Reporter	19.61	
01051 - Data Entry Operator I	11.53	
01052 - Data Entry Operator II	12.58	
01060 - Dispatcher, Motor Vehicle	17.90	
01070 - Document Preparation Clerk	12.76	
01090 - Duplicating Machine Operator	12.76	
01111 - General Clerk I	12.53	
01112 - General Clerk II	13.67	
01113 - General Clerk III	17.51	
01120 - Housing Referral Assistant	17.59	
01141 - Messenger Courier	11.68	
01191 - Order Clerk I	11.55	



01192 - Order Clerk II	12.60
01261 - Personnel Assistant (Employment) I	14.81
01262 - Personnel Assistant (Employment) II	17.58
01263 - Personnel Assistant (Employment) III	19.55
01270 - Production Control Clerk	18.04
01280 - Receptionist	12.32
01290 - Rental Clerk	12.30
01300 - Scheduler, Maintenance	13.94
01311 - Secretary I	13.94
01312 - Secretary II	15.59
01313 - Secretary III	17.59
01320 - Service Order Dispatcher	15.74
01410 - Supply Technician	20.14
01420 - Survey Worker	12.93
01531 - Travel Clerk I	12.17
01532 - Travel Clerk II	12.94
01533 - Travel Clerk III	13.73
01611 - Word Processor I	13.07
01612 - Word Processor II	14.67
01613 - Word Processor III	16.41
05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer, Fiberglass	18.50
05010 - Automotive Electrician	18.93
05040 - Automotive Glass Installer	18.38
05070 - Automotive Worker	18.38
05110 - Mobile Equipment Servicer	16.99
05130 - Motor Equipment Metal Mechanic	19.53
05160 - Motor Equipment Metal Worker	18.38

05190 - Motor Vehicle Mechanic	17.96
05220 - Motor Vehicle Mechanic Helper	16.21
05250 - Motor Vehicle Upholstery Worker	18.08
05280 - Motor Vehicle Wrecker	18.38
05310 - Painter, Automotive	18.93
05340 - Radiator Repair Specialist	17.13
05370 - Tire Repairer	13.49
05400 - Transmission Repair Specialist	19.53
07000 - Food Preparation And Service Occupations	
07010 - Baker	11.54
07041 - Cook I	10.87
07042 - Cook II	12.11
07070 - Dishwasher	8.33
07130 - Food Service Worker	9.03
07210 - Meat Cutter	12.74
07260 - Waiter/Waitress	7.74
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	16.35
09040 - Furniture Handler	12.31
09080 - Furniture Refinisher	16.35
09090 - Furniture Refinisher Helper	13.99
09110 - Furniture Repairer, Minor	15.17
09130 - Upholsterer	16.35
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	9.63
11060 - Elevator Operator	9.63
11090 - Gardener	14.37
11122 - Housekeeping Aide	10.67

11150 - Janitor	10.39
11210 - Laborer, Grounds Maintenance	11.65
11240 - Maid or Houseman	9.05
11260 - Pruner	11.11
11270 - Tractor Operator	13.44
11330 - Trail Maintenance Worker	11.65
11360 - Window Cleaner	11.27
12000 - Health Occupations	
12010 - Ambulance Driver	15.76
12011 - Breath Alcohol Technician	15.75
12012 - Certified Occupational Therapist Assistant	22.31
12015 - Certified Physical Therapist Assistant	19.08
12020 - Dental Assistant	15.10
12025 - Dental Hygienist	33.94
12030 - EKG Technician	23.41
12035 - Electroneurodiagnostic Technologist	23.41
12040 - Emergency Medical Technician	14.46
12071 - Licensed Practical Nurse I	14.68
12072 - Licensed Practical Nurse II	16.43
12073 - Licensed Practical Nurse III	18.32
12100 - Medical Assistant	14.00
12130 - Medical Laboratory Technician	16.42
12160 - Medical Record Clerk	14.21
12190 - Medical Record Technician	15.90
12195 - Medical Transcriptionist	15.22
12210 - Nuclear Medicine Technologist	31.93
12221 - Nursing Assistant I	10.49
12222 - Nursing Assistant II	11.79

12223 - Nursing Assistant III	12.87
12224 - Nursing Assistant IV	14.44
12235 - Optical Dispenser	13.87
12236 - Optical Technician	11.74
12250 - Pharmacy Technician	13.17
12280 - Phlebotomist	14.44
12305 - Radiologic Technologist	23.06
12311 - Registered Nurse I	22.24
12312 - Registered Nurse II	27.20
12313 - Registered Nurse II, Specialist	27.20
12314 - Registered Nurse III	32.91
12315 - Registered Nurse III, Anesthetist	32.91
12316 - Registered Nurse IV	39.44
12317 - Scheduler (Drug and Alcohol Testing)	19.95
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	17.43
13012 - Exhibits Specialist II	21.58
13013 - Exhibits Specialist III	26.39
13041 - Illustrator I	19.13
13042 - Illustrator II	23.71
13043 - Illustrator III	29.00
13047 - Librarian	23.91
13050 - Library Aide/Clerk	9.09
13054 - Library Information Technology Systems Administrator	21.59
13058 - Library Technician	15.09
13061 - Media Specialist I	15.58
13062 - Media Specialist II	17.42

13063 - Media Specialist III		19.42
13071 - Photographer I		13.89
13072 - Photographer II		15.54
13073 - Photographer III		19.17
13074 - Photographer IV		22.54
13075 - Photographer V		27.27
13110 - Video Teleconference Technician		14.95
14000 - Information Technology Occupations		
14041 - Computer Operator I		15.26
14042 - Computer Operator II		17.08
14043 - Computer Operator III		20.69
14044 - Computer Operator IV		22.16
14045 - Computer Operator V		24.58
14071 - Computer Programmer I	(see 1)	24.18
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		15.26
14160 - Personal Computer Support Technician		22.16
15000 - Instructional Occupations		
15010 - Aircrew Training Devices Instructor (Non-Rated)		30.60
15020 - Aircrew Training Devices Instructor (Rated)		34.46
15030 - Air Crew Training Devices Instructor (Pilot)		40.44
15050 - Computer Based Training Specialist / Instructor		30.60
15060 - Educational Technologist		27.15

15070 - Flight Instructor (Pilot)	40.44
15080 - Graphic Artist	21.89
15090 - Technical Instructor	21.17
15095 - Technical Instructor/Course Developer	23.58
15110 - Test Proctor	17.08
15120 - Tutor	17.08
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations	
16010 - Assembler	9.03
16030 - Counter Attendant	9.03
16040 - Dry Cleaner	10.82
16070 - Finisher, Flatwork, Machine	9.03
16090 - Presser, Hand	9.03
16110 - Presser, Machine, Drycleaning	9.03
16130 - Presser, Machine, Shirts	9.03
16160 - Presser, Machine, Wearing Apparel, Laundry	9.03
16190 - Sewing Machine Operator	11.44
16220 - Tailor	12.11
16250 - Washer, Machine	9.68
19000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	19.95
19040 - Tool And Die Maker	22.62
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	14.53
21030 - Material Coordinator	18.04
21040 - Material Expediter	18.04
21050 - Material Handling Laborer	12.09
21071 - Order Filler	11.76
21080 - Production Line Worker (Food Processing)	14.53

21110 - Shipping Packer	14.67
21130 - Shipping/Receiving Clerk	14.67
21140 - Store Worker I	11.77
21150 - Stock Clerk	14.98
21210 - Tools And Parts Attendant	14.53
21410 - Warehouse Specialist	14.53
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	26.14
23021 - Aircraft Mechanic I	24.89
23022 - Aircraft Mechanic II	26.14
23023 - Aircraft Mechanic III	27.45
23040 - Aircraft Mechanic Helper	20.66
23050 - Aircraft, Painter	24.50
23060 - Aircraft Servicer	23.11
23080 - Aircraft Worker	23.40
23110 - Appliance Mechanic	18.35
23120 - Bicycle Repairer	13.49
23125 - Cable Splicer	26.38
23130 - Carpenter, Maintenance	16.67
23140 - Carpet Layer	18.06
23160 - Electrician, Maintenance	21.66
23181 - Electronics Technician Maintenance I	21.23
23182 - Electronics Technician Maintenance II	23.35
23183 - Electronics Technician Maintenance III	23.92
23260 - Fabric Worker	17.71
23290 - Fire Alarm System Mechanic	20.26
23310 - Fire Extinguisher Repairer	16.65
23311 - Fuel Distribution System Mechanic	26.39

23312 - Fuel Distribution System Operator	22.22
23370 - General Maintenance Worker	16.54
23380 - Ground Support Equipment Mechanic	24.89
23381 - Ground Support Equipment Servicer	23.11
23382 - Ground Support Equipment Worker	23.40
23391 - Gunsmith I	16.65
23392 - Gunsmith II	18.76
23393 - Gunsmith III	20.57
23410 - Heating, Ventilation And Air-Conditioning Mechanic	22.40
23411 - Heating, Ventilation And Air Contditioning Mechanic (Research Facility)	23.40
23430 - Heavy Equipment Mechanic	18.56
23440 - Heavy Equipment Operator	18.14
23460 - Instrument Mechanic	23.27
23465 - Laboratory/Shelter Mechanic	19.75
23470 - Laborer	12.09
23510 - Locksmith	19.51
23530 - Machinery Maintenance Mechanic	19.36
23550 - Machinist, Maintenance	18.26
23580 - Maintenance Trades Helper	14.65
23591 - Metrology Technician I	22.91
23592 - Metrology Technician II	23.34
23593 - Metrology Technician III	24.08
23640 - Millwright	20.83
23710 - Office Appliance Repairer	20.16
23760 - Painter, Maintenance	15.61
23790 - Pipefitter, Maintenance	26.10



23810 - Plumber, Maintenance	25.32
23820 - Pneudraulic Systems Mechanic	20.57
23850 - Rigger	20.57
23870 - Scale Mechanic	18.76
23890 - Sheet-Metal Worker, Maintenance	22.73
23910 - Small Engine Mechanic	16.69
23931 - Telecommunications Mechanic I	23.54
23932 - Telecommunications Mechanic II	26.07
23950 - Telephone Lineman	19.67
23960 - Welder, Combination, Maintenance	16.05
23965 - Well Driller	18.93
23970 - Woodcraft Worker	20.57
23980 - Woodworker	15.36
24000 - Personal Needs Occupations	
24570 - Child Care Attendant	9.72
24580 - Child Care Center Clerk	13.42
24610 - Chore Aide	10.04
24620 - Family Readiness And Support Services Coordinator	14.31
24630 - Homemaker	15.60
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	19.95
25040 - Sewage Plant Operator	20.76
25070 - Stationary Engineer	19.95
25190 - Ventilation Equipment Tender	14.84
25210 - Water Treatment Plant Operator	20.76
27000 - Protective Service Occupations	
27004 - Alarm Monitor	15.14

27007 - Baggage Inspector	13.01
27008 - Corrections Officer	17.79
27010 - Court Security Officer	22.20
27030 - Detection Dog Handler	16.42
27040 - Detention Officer	17.79
27070 - Firefighter	22.36
27101 - Guard I	13.01
27102 - Guard II	16.42
27131 - Police Officer I	22.90
27132 - Police Officer II	25.45
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	11.27
28042 - Carnival Equipment Repairer	11.72
28043 - Carnival Equipment Worker	8.15
28210 - Gate Attendant/Gate Tender	14.00
28310 - Lifeguard	11.34
28350 - Park Attendant (Aide)	15.66
28510 - Recreation Aide/Health Facility Attendant	11.43
28515 - Recreation Specialist	13.43
28630 - Sports Official	12.47
28690 - Swimming Pool Operator	17.03
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	19.13
29020 - Hatch Tender	19.13
29030 - Line Handler	19.13
29041 - Stevedore I	18.13
29042 - Stevedore II	20.23
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	18.46
30022 - Archeological Technician II	20.64
30023 - Archeological Technician III	25.57
30030 - Cartographic Technician	25.57
30040 - Civil Engineering Technician	20.26
30061 - Drafter/CAD Operator I	18.46
30062 - Drafter/CAD Operator II	20.64
30063 - Drafter/CAD Operator III	23.02
30064 - Drafter/CAD Operator IV	27.98
30081 - Engineering Technician I	16.00
30082 - Engineering Technician II	17.95
30083 - Engineering Technician III	20.08
30084 - Engineering Technician IV	24.89
30085 - Engineering Technician V	30.45
30086 - Engineering Technician VI	36.83
30090 - Environmental Technician	21.47
30210 - Laboratory Technician	22.74
30240 - Mathematical Technician	25.41
30361 - Paralegal/Legal Assistant I	17.58
30362 - Paralegal/Legal Assistant II	21.80
30363 - Paralegal/Legal Assistant III	26.65
30364 - Paralegal/Legal Assistant IV	32.25
30390 - Photo-Optics Technician	25.37
30461 - Technical Writer I	19.99
30462 - Technical Writer II	24.46

30463 - Technical Writer III	29.39
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) 23.02
Surface Programs	
30621 - Weather Observer, Senior	(see 2) 25.27
31000 - Transportation/Mobile Equipment Operation Occupations	
31020 - Bus Aide	11.66
31030 - Bus Driver	15.35
31043 - Driver Courier	13.50
31260 - Parking and Lot Attendant	8.57
31290 - Shuttle Bus Driver	14.43
31310 - Taxi Driver	9.88
31361 - Truckdriver, Light	14.43
31362 - Truckdriver, Medium	21.01
31363 - Truckdriver, Heavy	19.94
31364 - Truckdriver, Tractor-Trailer	19.94
99000 - Miscellaneous Occupations	
99030 - Cashier	8.71
99050 - Desk Clerk	10.58
99095 - Embalmer	29.68
99251 - Laboratory Animal Caretaker I	10.85
99252 - Laboratory Animal Caretaker II	11.13
99310 - Mortician	34.13
99410 - Pest Controller	16.74

99510 - Photofinishing Worker	11.95
99710 - Recycling Laborer	13.67
99711 - Recycling Specialist	15.77
99730 - Refuse Collector	12.60
99810 - Sales Clerk	12.39
99820 - School Crossing Guard	12.83
99830 - Survey Party Chief	26.90
99831 - Surveying Aide	14.56
99832 - Surveying Technician	18.47
99840 - Vending Machine Attendant	13.19
99841 - Vending Machine Repairer	14.70
99842 - Vending Machine Repairer Helper	13.19

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ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$4.27 per hour or \$170.80 per week or \$740.13 per month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 8 years, 4 weeks after 15 years, and 5 weeks after 20 years.

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

HOLIDAYS: A minimum of ten paid holidays per year, New Year's Day, Martin Luther King Jr's Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4174)

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

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

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

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

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

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

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

**HAZARDOUS PAY DIFFERENTIAL:** An 8 percent differential is applicable to employees

employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives.

Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving regrading and cleaning of artillery ranges.

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

**\*\* UNIFORM ALLOWANCE \*\***

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



following standards as compliance:

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

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations", Fifth Edition, April 2006, unless otherwise indicated. Copies of the Directory are available on the Internet. A links to the Directory may be found on the WHD home page at <http://www.dol.gov/esa/whd/> or through the Wage Determinations On-Line (WDOL) Web site at <http://wdol.gov/>.

REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE  
{Standard Form

1444 (SF 1444)}

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. {See Section 4.6 (C)(vi)}

When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the

contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.

3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).

4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.

5) The contracting officer transmits the Wage and Hour decision to the contractor.

6) The contractor informs the affected employees.

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

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

WD 05-2323 (Rev.-18) was first posted on [www.wdol.gov](http://www.wdol.gov) on 01/05/2016

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

THE SERVICE CONTRACT ACT | EMPLOYMENT STANDARDS ADMINISTRATION

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

| WASHINGTON D.C. 20210

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| Wage Determination No.: 2005-2323

Daniel W. Simms Division of | Revision No.: 18

Director Wage Determinations| Date Of Revision: 12/29/2015

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Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.15 for calendar year 2016 applies to all contracts subject to the Service Contract Act for which the solicitation was issued on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.15 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2016. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

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State: Nebraska

Area: Nebraska Counties of Adams, Antelope, Arthur, Blaine, Boone, Boyd, Brown, Buffalo, Chase, Cherry, Clay, Custer, Dawson, Dundy, Fillmore, Franklin,

Frontier, Furnas, Garfield, Gosper, Grant, Greeley, Hall, Hamilton, Harlan,  
 Hayes, Hitchcock, Holt, Hooker, Howard, Jefferson, Kearney, Keith, Keya Paha,  
 Knox, Lincoln, Logan, Loup, McPherson, Merrick, Nance, Nuckolls, Perkins,  
 Phelps, Platte, Polk, Red Willow, Rock, Saline, Seward, Sherman, Thayer,  
 Thomas, Valley, Webster, Wheeler, York

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

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I	12.61	
01012 - Accounting Clerk II	14.40	
01013 - Accounting Clerk III	16.11	
01020 - Administrative Assistant	19.65	
01040 - Court Reporter	15.75	
01051 - Data Entry Operator I	10.70	
01052 - Data Entry Operator II	12.72	
01060 - Dispatcher, Motor Vehicle	15.75	
01070 - Document Preparation Clerk	12.04	
01090 - Duplicating Machine Operator	12.04	
01111 - General Clerk I	11.45	
01112 - General Clerk II	12.59	
01113 - General Clerk III	14.02	
01120 - Housing Referral Assistant	17.77	
01141 - Messenger Courier	10.46	
01191 - Order Clerk I	10.41	
01192 - Order Clerk II	12.04	
01261 - Personnel Assistant (Employment) I	13.53	
01262 - Personnel Assistant (Employment) II	15.75	

01263 - Personnel Assistant (Employment) III	16.91
01270 - Production Control Clerk	17.94
01280 - Receptionist	13.41
01290 - Rental Clerk	13.20
01300 - Scheduler, Maintenance	14.24
01311 - Secretary I	14.24
01312 - Secretary II	15.93
01313 - Secretary III	17.77
01320 - Service Order Dispatcher	14.36
01410 - Supply Technician	19.65
01420 - Survey Worker	15.75
01531 - Travel Clerk I	12.17
01532 - Travel Clerk II	12.94
01533 - Travel Clerk III	13.73
01611 - Word Processor I	12.04
01612 - Word Processor II	13.38
01613 - Word Processor III	15.75
05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer, Fiberglass	19.72
05010 - Automotive Electrician	17.07
05040 - Automotive Glass Installer	16.53
05070 - Automotive Worker	16.53
05110 - Mobile Equipment Servicer	15.40
05130 - Motor Equipment Metal Mechanic	17.66
05160 - Motor Equipment Metal Worker	16.53
05190 - Motor Vehicle Mechanic	17.68
05220 - Motor Vehicle Mechanic Helper	15.64
05250 - Motor Vehicle Upholstery Worker	15.94

05280 - Motor Vehicle Wrecker	16.53
05310 - Painter, Automotive	17.07
05340 - Radiator Repair Specialist	16.53
05370 - Tire Repairer	11.41
05400 - Transmission Repair Specialist	17.66
07000 - Food Preparation And Service Occupations	
07010 - Baker	12.10
07041 - Cook I	10.12
07042 - Cook II	10.86
07070 - Dishwasher	8.39
07130 - Food Service Worker	8.85
07210 - Meat Cutter	12.79
07260 - Waiter/Waitress	8.81
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	14.52
09040 - Furniture Handler	10.39
09080 - Furniture Refinisher	14.52
09090 - Furniture Refinisher Helper	11.92
09110 - Furniture Repairer, Minor	13.46
09130 - Upholsterer	14.40
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	9.57
11060 - Elevator Operator	10.89
11090 - Gardener	14.73
11122 - Housekeeping Aide	11.55
11150 - Janitor	11.55
11210 - Laborer, Grounds Maintenance	12.28
11240 - Maid or Houseman	8.57

11260 - Pruner	11.30
11270 - Tractor Operator	13.86
11330 - Trail Maintenance Worker	12.28
11360 - Window Cleaner	12.41
12000 - Health Occupations	
12010 - Ambulance Driver	16.67
12011 - Breath Alcohol Technician	16.67
12012 - Certified Occupational Therapist Assistant	19.16
12015 - Certified Physical Therapist Assistant	21.00
12020 - Dental Assistant	14.52
12025 - Dental Hygienist	31.55
12030 - EKG Technician	25.67
12035 - Electroneurodiagnostic Technologist	25.67
12040 - Emergency Medical Technician	16.67
12071 - Licensed Practical Nurse I	14.90
12072 - Licensed Practical Nurse II	16.67
12073 - Licensed Practical Nurse III	18.60
12100 - Medical Assistant	12.90
12130 - Medical Laboratory Technician	14.94
12160 - Medical Record Clerk	12.96
12190 - Medical Record Technician	14.89
12195 - Medical Transcriptionist	15.75
12210 - Nuclear Medicine Technologist	26.60
12221 - Nursing Assistant I	9.82
12222 - Nursing Assistant II	11.04
12223 - Nursing Assistant III	12.05
12224 - Nursing Assistant IV	13.52
12235 - Optical Dispenser	14.52



12236 - Optical Technician	14.90
12250 - Pharmacy Technician	13.64
12280 - Phlebotomist	13.52
12305 - Radiologic Technologist	23.16
12311 - Registered Nurse I	22.12
12312 - Registered Nurse II	27.06
12313 - Registered Nurse II, Specialist	27.06
12314 - Registered Nurse III	32.74
12315 - Registered Nurse III, Anesthetist	32.74
12316 - Registered Nurse IV	39.23
12317 - Scheduler (Drug and Alcohol Testing)	20.56
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	17.44
13012 - Exhibits Specialist II	21.61
13013 - Exhibits Specialist III	26.43
13041 - Illustrator I	17.24
13042 - Illustrator II	21.37
13043 - Illustrator III	26.13
13047 - Librarian	23.92
13050 - Library Aide/Clerk	11.71
13054 - Library Information Technology Systems Administrator	21.61
13058 - Library Technician	16.15
13061 - Media Specialist I	15.59
13062 - Media Specialist II	17.44
13063 - Media Specialist III	19.45
13071 - Photographer I	13.84
13072 - Photographer II	15.09

13073 - Photographer III		19.05
13074 - Photographer IV		22.90
13075 - Photographer V		24.87
13110 - Video Teleconference Technician		13.78
14000 - Information Technology Occupations		
14041 - Computer Operator I		14.57
14042 - Computer Operator II		16.30
14043 - Computer Operator III		18.18
14044 - Computer Operator IV		20.20
14045 - Computer Operator V		22.36
14071 - Computer Programmer I	(see 1)	20.99
14072 - Computer Programmer II	(see 1)	26.01
14073 - Computer Programmer III	(see 1)	
14074 - Computer Programmer IV	(see 1)	
14101 - Computer Systems Analyst I	(see 1)	
14102 - Computer Systems Analyst II	(see 1)	
14103 - Computer Systems Analyst III	(see 1)	
14150 - Peripheral Equipment Operator		14.57
14160 - Personal Computer Support Technician		20.20
15000 - Instructional Occupations		
15010 - Aircrew Training Devices Instructor (Non-Rated)		29.42
15020 - Aircrew Training Devices Instructor (Rated)		35.59
15030 - Air Crew Training Devices Instructor (Pilot)		40.58
15050 - Computer Based Training Specialist / Instructor		29.42
15060 - Educational Technologist		25.73
15070 - Flight Instructor (Pilot)		40.58
15080 - Graphic Artist		19.22
15090 - Technical Instructor		17.81

15095 - Technical Instructor/Course Developer	21.78
15110 - Test Proctor	14.37
15120 - Tutor	14.37
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations	
16010 - Assembler	9.03
16030 - Counter Attendant	9.03
16040 - Dry Cleaner	10.82
16070 - Finisher, Flatwork, Machine	9.03
16090 - Presser, Hand	9.03
16110 - Presser, Machine, Drycleaning	9.03
16130 - Presser, Machine, Shirts	9.03
16160 - Presser, Machine, Wearing Apparel, Laundry	9.03
16190 - Sewing Machine Operator	11.44
16220 - Tailor	12.11
16250 - Washer, Machine	9.68
19000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	19.30
19040 - Tool And Die Maker	22.14
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	13.82
21030 - Material Coordinator	19.10
21040 - Material Expediter	19.10
21050 - Material Handling Laborer	10.83
21071 - Order Filler	11.67
21080 - Production Line Worker (Food Processing)	13.82
21110 - Shipping Packer	11.67
21130 - Shipping/Receiving Clerk	11.67
21140 - Store Worker I	11.77

21150 - Stock Clerk	14.98
21210 - Tools And Parts Attendant	13.82
21410 - Warehouse Specialist	13.82
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	19.80
23021 - Aircraft Mechanic I	18.95
23022 - Aircraft Mechanic II	19.80
23023 - Aircraft Mechanic III	20.42
23040 - Aircraft Mechanic Helper	14.48
23050 - Aircraft, Painter	18.24
23060 - Aircraft Servicer	16.35
23080 - Aircraft Worker	17.30
23110 - Appliance Mechanic	17.16
23120 - Bicycle Repairer	11.41
23125 - Cable Splicer	20.63
23130 - Carpenter, Maintenance	18.18
23140 - Carpet Layer	17.28
23160 - Electrician, Maintenance	19.13
23181 - Electronics Technician Maintenance I	19.71
23182 - Electronics Technician Maintenance II	22.43
23183 - Electronics Technician Maintenance III	22.53
23260 - Fabric Worker	16.31
23290 - Fire Alarm System Mechanic	20.56
23310 - Fire Extinguisher Repairer	15.34
23311 - Fuel Distribution System Mechanic	18.95
23312 - Fuel Distribution System Operator	15.34
23370 - General Maintenance Worker	17.35
23380 - Ground Support Equipment Mechanic	18.95

23381 - Ground Support Equipment Servicer	16.35
23382 - Ground Support Equipment Worker	17.30
23391 - Gunsmith I	15.34
23392 - Gunsmith II	17.28
23393 - Gunsmith III	18.95
23410 - Heating, Ventilation And Air-Conditioning Mechanic	20.71
23411 - Heating, Ventilation And Air Contditioning Mechanic (Research Facility)	21.64
23430 - Heavy Equipment Mechanic	20.48
23440 - Heavy Equipment Operator	16.78
23460 - Instrument Mechanic	18.95
23465 - Laboratory/Shelter Mechanic	18.20
23470 - Laborer	11.91
23510 - Locksmith	18.20
23530 - Machinery Maintenance Mechanic	20.67
23550 - Machinist, Maintenance	17.07
23580 - Maintenance Trades Helper	15.96
23591 - Metrology Technician I	18.95
23592 - Metrology Technician II	19.80
23593 - Metrology Technician III	20.42
23640 - Millwright	18.95
23710 - Office Appliance Repairer	16.94
23760 - Painter, Maintenance	17.75
23790 - Pipefitter, Maintenance	21.17
23810 - Plumber, Maintenance	20.48
23820 - Pneudraulic Systems Mechanic	18.95
23850 - Rigger	18.69

23870 - Scale Mechanic	17.28
23890 - Sheet-Metal Worker, Maintenance	20.47
23910 - Small Engine Mechanic	16.86
23931 - Telecommunications Mechanic I	22.06
23932 - Telecommunications Mechanic II	23.05
23950 - Telephone Lineman	20.56
23960 - Welder, Combination, Maintenance	16.49
23965 - Well Driller	18.95
23970 - Woodcraft Worker	18.95
23980 - Woodworker	15.34
24000 - Personal Needs Occupations	
24570 - Child Care Attendant	9.77
24580 - Child Care Center Clerk	11.85
24610 - Chore Aide	10.37
24620 - Family Readiness And Support Services Coordinator	12.02
24630 - Homemaker	14.49
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	17.77
25040 - Sewage Plant Operator	18.93
25070 - Stationary Engineer	17.77
25190 - Ventilation Equipment Tender	14.92
25210 - Water Treatment Plant Operator	18.93
27000 - Protective Service Occupations	
27004 - Alarm Monitor	16.41
27007 - Baggage Inspector	12.45
27008 - Corrections Officer	16.38
27010 - Court Security Officer	16.75

27030 - Detection Dog Handler	13.93
27040 - Detention Officer	16.38
27070 - Firefighter	16.75
27101 - Guard I	12.82
27102 - Guard II	14.34
27131 - Police Officer I	18.67
27132 - Police Officer II	20.72
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	11.24
28042 - Carnival Equipment Repairer	11.87
28043 - Carnival Equipment Worker	9.21
28210 - Gate Attendant/Gate Tender	13.00
28310 - Lifeguard	11.34
28350 - Park Attendant (Aide)	14.54
28510 - Recreation Aide/Health Facility Attendant	10.62
28515 - Recreation Specialist	17.03
28630 - Sports Official	11.59
28690 - Swimming Pool Operator	17.35
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	19.82
29020 - Hatch Tender	19.82
29030 - Line Handler	19.82
29041 - Stevedore I	18.71
29042 - Stevedore II	20.87
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	35.77
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	24.66
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	27.16

30021 - Archeological Technician I	17.06
30022 - Archeological Technician II	19.40
30023 - Archeological Technician III	24.05
30030 - Cartographic Technician	24.05
30040 - Civil Engineering Technician	19.37
30061 - Drafter/CAD Operator I	17.06
30062 - Drafter/CAD Operator II	19.40
30063 - Drafter/CAD Operator III	21.64
30064 - Drafter/CAD Operator IV	26.17
30081 - Engineering Technician I	14.27
30082 - Engineering Technician II	16.16
30083 - Engineering Technician III	18.06
30084 - Engineering Technician IV	22.38
30085 - Engineering Technician V	27.37
30086 - Engineering Technician VI	32.87
30090 - Environmental Technician	21.02
30210 - Laboratory Technician	17.33
30240 - Mathematical Technician	23.64
30361 - Paralegal/Legal Assistant I	18.03
30362 - Paralegal/Legal Assistant II	22.35
30363 - Paralegal/Legal Assistant III	25.03
30364 - Paralegal/Legal Assistant IV	27.70
30390 - Photo-Optics Technician	23.64
30461 - Technical Writer I	20.71
30462 - Technical Writer II	25.33
30463 - Technical Writer III	30.65
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)	21.64
Surface Programs	
30621 - Weather Observer, Senior (see 2)	23.64
31000 - Transportation/Mobile Equipment Operation Occupations	
31020 - Bus Aide	10.13
31030 - Bus Driver	14.33
31043 - Driver Courier	13.07
31260 - Parking and Lot Attendant	8.88
31290 - Shuttle Bus Driver	13.44
31310 - Taxi Driver	10.49
31361 - Truckdriver, Light	13.44
31362 - Truckdriver, Medium	14.10
31363 - Truckdriver, Heavy	15.27
31364 - Truckdriver, Tractor-Trailer	15.27
99000 - Miscellaneous Occupations	
99030 - Cashier	9.43
99050 - Desk Clerk	8.76
99095 - Embalmer	27.90
99251 - Laboratory Animal Caretaker I	10.90
99252 - Laboratory Animal Caretaker II	11.65
99310 - Mortician	27.90
99410 - Pest Controller	17.69
99510 - Photofinishing Worker	12.92
99710 - Recycling Laborer	14.78
99711 - Recycling Specialist	17.06

99730 - Refuse Collector	13.63
99810 - Sales Clerk	10.98
99820 - School Crossing Guard	12.83
99830 - Survey Party Chief	26.88
99831 - Surveying Aide	14.51
99832 - Surveying Technician	17.85
99840 - Vending Machine Attendant	15.40
99841 - Vending Machine Repairer	17.51
99842 - Vending Machine Repairer Helper	15.46

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ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$4.27 per hour or \$170.80 per week or \$740.13 per month

VACATION: 1 week paid vacation after 1 year of service with a contractor or successor; 2 weeks after 2 years; and 3 weeks after 10 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year, New Year's Day, Martin Luther King Jr's Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A

contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4174)

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

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

Additionally, because job titles vary widely and change quickly in the computer industry, job titles are not determinative of the application of the computer

professional exemption. Therefore, the exemption applies only to computer employees who satisfy the compensation requirements and whose primary duty consists of:

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

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

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

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

**HAZARDOUS PAY DIFFERENTIAL:** An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordinance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive

ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives.

Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving regrading and cleaning of artillery ranges.

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

**\*\* UNIFORM ALLOWANCE \*\***

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

The contractor or subcontractor is required to furnish all employees with an

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

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations", Fifth Edition, April 2006, unless otherwise indicated. Copies of the Directory are available on the Internet. A links to the Directory may be found on the WHD home page at <http://www.dol.gov/esa/whd/> or through the Wage Determinations On-Line (WDOL) Web site at <http://wdol.gov/>.

REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE  
{ Standard Form

1444 (SF 1444)}

Conformance Process:

The contracting officer shall require that any class of service employee which is

not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. {See Section 4.6 (C)(vi)}

When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.

3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).

4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.

5) The contracting officer transmits the Wage and Hour decision to the contractor.

6) The contractor informs the affected employees.

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

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



## **SECTION E - SOLICITATION PROVISIONS**

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

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

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

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

(b) The Offeror represents that—

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

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

(End of Provision)

### **E.2 52.209-7 INFORMATION REGARDING RESPONSIBILITY MATTERS (JUL 2013)**

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

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

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

(1) The total value of all current, active contracts and grants, including all priced options; and

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

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

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

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

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

(i) In a criminal proceeding, a conviction.

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

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

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

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

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

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

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

(End of Provision)

### **E.3 52.212-1 INSTRUCTIONS TO OFFERORS—COMMERCIAL ITEMS (OCT 2015)**

(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 \$3,500, and offers of \$3,500 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

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

- (b) *Submission of offers*. Offerors shall submit their quote to the Contracting Officer via email at [Kelly.Nussbaum@va.gov](mailto:Kelly.Nussbaum@va.gov) prior to the closing date and time of the solicitation. It is the responsibility of the offeror to ensure the quote is received in its entirety by the Contracting Officer prior to the closing of the solicitation.

Offerors shall submit along with their quote the following information to be used to evaluate the offeror's technical capabilities. This requirement is reiterated in FAR Provision 52.212-2 Evaluation – Commercial Items.

4. Contractor must have full time staff that is "fully qualified" FSE and a "fully qualified" FSE who will serve as the backup for the equipment identified in this solicitation.
5. "Fully qualified" is based upon training and on experience in the field. For training, the FSE(s) has successfully completed a formalized training program for the equipment identified in this solicitation as required by the manufacturer.
6. Contractor must provide, upon request, evidence of appropriate training of any FSE(s) providing services under terms of the contract.

*(c) Period for acceptance of offers is changed to:* The offeror agrees to hold the prices in its offer firm for 90 calendar days from the date specified for receipt of offers.

(End of Addendum to 52.212-1)

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

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

Kelly Nussbaum

Contracting Officer  
Hand-Carried Address:

Department of Veterans Affairs

Network Contracting Office 23 (NCO 23)  
ATTN: Kelly Nussbaum  
2011 W 26th Street, Suite 103  
Sioux Falls SD 57105  
Mailing Address:

Department of Veterans Affairs

Network Contracting Office 23 (NCO 23)  
ATTN: Kelly Nussbaum  
2501 W 22nd Street  
Sioux Falls SD 57105

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

(End of Provision)

## **E.5 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)**

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

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

(End of Provision)

<b><u>FAR Number</u></b>	<b><u>Title</u></b>	<b><u>Date</u></b>
52.204-16	COMMERCIAL AND GOVERNMENT ENTITY CODE REPORTING	JUL 2015
52.204-17	OWNERSHIP OR CONTROL OF OFFEROR	NOV 2014

## **E.6 VAAR 852.233-71 ALTERNATE PROTEST PROCEDURE (JAN 1998)**

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

(End of Provision)

## **E.7 VAAR 852.233-70 PROTEST CONTENT/ALTERNATIVE DISPUTE RESOLUTION (JAN 2008)**

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

- (1) Include the name, address, fax number, and telephone number of the protester;
- (2) Identify the solicitation and/or contract number;
- (3) Include an original signed by the protester or the protester's representative and at least one copy;
- (4) Set forth a detailed statement of the legal and factual grounds of the protest, including a description of resulting prejudice to the protester, and provide copies of relevant documents;
- (5) Specifically request a ruling of the individual upon whom the protest is served;
- (6) State the form of relief requested; and
- (7) Provide all information establishing the timeliness of the protest.



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

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

(End of Provision)

## **E.8 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)