

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30				1. REQUISITION NO. 548-17-2-555-0412		PAGE 1 OF 42	
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE		4. ORDER NO.		5. SOLICITATION NUMBER VA248-17-Q-0649	
6. SOLICITATION ISSUE DATE 05-11-17-		7. FOR SOLICITATION INFORMATION CALL: a. NAME Sylvia Nobles Sylvia.Nobles@va.gov		b. TELEPHONE NO. (No Collect Calls)		8. OFFER DUE DATE/LOCAL TIME 05-15-17 4PM	
9. ISSUED BY Department of Veterans Affairs West Palm Beach VA Medical Center 7305 North Military Trail Palm Beach Gardens FL 33410-6400				10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED OR <input type="checkbox"/> SET ASIDE: _____ % FOR: <input checked="" type="checkbox"/> SMALL BUSINESS <input checked="" type="checkbox"/> WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM NAICS: 811219 <input checked="" type="checkbox"/> HUBZONE SMALL BUSINESS <input checked="" type="checkbox"/> EDWOSB <input checked="" type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input checked="" type="checkbox"/> 8(A) 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	
15. DELIVER TO Department of Veterans Affairs West Palm Beach VA Medical Center 7305 North Military Trail Palm Beach Gardens FL 33410-6400				16. ADMINISTERED BY Department of Veterans Affairs Network Contracting Office 8 (NCO 8) West Palm Beach VA Medical Center 7305 North Military Trail Palm Beach Gardens FL 33410-6400			
17a. CONTRACTOR/OFFEROR CODE		FACILITY CODE		18a. PAYMENT WILL BE MADE BY CODE		00548	
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. See CONTINUATION Page SCHEDULE OF SUPPLIES/SERVICES		21. QUANTITY		22. UNIT	
		23. UNIT PRICE		24. AMOUNT			
		Provide a quote per the Statement of Work on pages 5 and 12 See FAR 52.212-2 ADDENDA TO 52.212-2 EVALUATION--COMMERCIAL on pages 32 through 34. Please complete the price schedule.					
		(Use Reverse and/or Attach Additional Sheets as Necessary)					
25. ACCOUNTING AND APPROPRIATION DATA See CONTINUATION Page				26. TOTAL AWARD AMOUNT (For Govt. Use Only)			
27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA <input checked="" type="checkbox"/>				27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA <input type="checkbox"/>			
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN _____ 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: <input type="checkbox"/>			
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) Sylvia Nobles		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: To Be Determined
- b. GOVERNMENT: Contracting Officer 36C248 Sylvia Nobles

Department of Veterans Affairs

West Palm Beach VA Medical Center

7305 North Military Trail

Palm Beach Gardens FL 33410-6400

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 Services Center

P.O. Box 149971

Austin TX 78714-9971

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

AMENDMENT NO	DATE
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B.2 LIMITATIONS ON SUBCONTRACTING-- MONITORING AND COMPLIANCE (JUN 2011)

This solicitation includes FAR 52.219-4 Notice of Price Evaluation Preference for HubZone Small Business Concerns. 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.

B.3 SUBCONTRACTING COMMITMENTS--MONITORING AND COMPLIANCE (JUN 2011)

This solicitation includes VAAR 852.215-70, Service-Disabled Veteran-Owned and Veteran-Owned Small Business Evaluation Factors, and VAAR 852.215-71, Evaluation Factor Commitments. Accordingly, any contract resulting from this solicitation will include these clauses. The contractor is advised in performing contract administration functions, the CO may use the services of a support contractor(s) to assist in assessing contractor compliance with the subcontracting commitments incorporated into the contract. To that end, the support contractor(s) may require access to the contractor's business records or other proprietary data to review such business records regarding contract 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 compliance with the subcontracting commitments.

STATEMENT OF WORK

MAINTENANCE OF ENDOSCOPE DISINFECTORS

- 1. EQUIPMENT:** Five (5) J&J Evotech Model 50004 Endoscope Disinfectors (sn 5041110032, 5041110035, 5041110033, 5041110034, and 5041110019)

- 2. DEFINITIONS/ACRONYMS:**
 - a. CO - Contracting Officer
 - b. COR - Contracting Officer's Representative
 - c. 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.
 - d. FSE - Field Service Engineer - A person who is authorized by the Contractor to perform maintenance (corrective and/or preventive) services on the VAMC premises.
 - e. 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.
 - f. Acceptance Signature - VA employee who indicates FSE demonstrated service conclusion/status and User has accepted work as complete/pending as stated in ESR.
 - g. Authorization Signature - COR's signature; indicates COR accepts work status as stated in ESR.
 - h. NFPA - National Fire Protection Association
 - i. VAMC - Department of Veterans Affairs Medical Center

3. CONFORMANCE STANDARDS:

Contract service shall ensure that the equipment functions in conformance with the latest published edition of NFPA-99 and OSHA in accordance with VA National Acquisition Center's performance standards and specifications for the Sterilizers, Washers, etc..

4. HOURS OF COVERAGE:

Normal hours of coverage are Monday through Friday from 8:00 am to 5:00 pm, excluding holidays. All service/repairs will be performed during normal hours of coverage unless requested or approved by COR.

Preventive Maintenance (PM) will be performed on a semi-annual basis. The time and date are negotiable.

Work performed outside the normal hours of coverage at the request of FSE will be considered service during normal hours of coverage. Most work will be during normal business hours, occasionally, repairs will need to be made after hours to minimize the impact on operations. Holiday observed by the VAMC are:

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

5. UNSCHEDULED MAINTENANCE:

Contractor shall maintain the equipment in accordance with the Conformance Standards Section. The Contractor will provide repair service which may consist of calibration, cleaning, oiling, adjusting, replacing parts, installing glassware (without additional cost to the Government), and maintaining the equipment, including all call backs necessary between regular services and calibrations. All required parts shall be furnished for the listed equipment.

The CO, COR or designated alternate has the authority to approve/request a service call from the Contractor.

Response Time: Contractor's FSE must respond with a phone call to the COR or his/her designee within two (2) hours after receipt of telephoned notification, 24 hours a day. If the problem cannot be corrected by phone, the FSE will commence work (on-site physical response) within six (6) hours after receipt of notification and will proceed progressively to completion without undue delay. For example, if hours of coverage are 8:00 am to 4:00 pm, a six (6) hour response means, if a call is placed at 3:00 pm Monday, August 18th, the FSE must start on-site service before 12:00 noon Tuesday, August 19th, except when outside hours of coverage is authorized by the COR.

6. SCHEDULED MAINTENANCE:

The Contractor shall perform PM service to ensure that equipment listed in the schedule performs in accordance with Conformance Standards. The Contractor shall utilize procedures and checklists with worksheet originals indicating work performed and actual values obtained (as applicable) and provide them to the COR at the completion of the PM. PM services shall include, but need not be limited to the following:

- a. Cleaning of equipment
- b. Reviewing operating system to ensure the system is operating to the manufacturer's specifications.
- c. Calibrating and lubricating the equipment
- d. Performing remedial maintenance of non-emergent nature
- e. Testing and replacing faulty and worn parts and/or parts which are likely to become faulty, fail or become worn.
- f. Inspecting all components (i.e., PRV, safety, transducers, etc.) as necessary
- g. Inspecting and replacing where indicated, electrical wiring and cables for wear and fraying
- h. Inspecting and replacing where indicated, all mechanical components including, but not limited to: mounting hardware and support devices, cables and mounting hardware, chains, belts, bearings and tracks, interlocks, clutches, motors, doors for mechanical integrity, safety and performance.
- i. Returning the equipment to the operating condition defined in Conformance Standards

- j. Providing documentation of services performed
- k. Inspecting, calibrating and leak checks according to the PRM schedule in the manufacturers service manual
- l. PM services shall be performed in accordance with, and during the hours defined in, the preventive maintenance schedule established herein. All exceptions to the PM schedule shall be arranged and approved in advance with the COR.

7. PARTS

The Contractor shall furnish and replace parts to meet uptime requirements. The Contractor shall have ready access to unique and/or high mortality replacement parts. All parts supplied shall be compatible with existing equipment. The contract shall include all parts with the exception of welding. The Contractor shall use new parts. Used parts, those removed from another sterilizer shall not be installed without prior approval by the COR.

8. SERVICE MANUALS:

The VAMC shall not provide service manuals to the Contractor. The Contractor shall obtain, have on file, and make available to its FSE's 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 CO upon request.

9. DOCUMENTATION/REPORTS:

The documentation will include detailed descriptions of the scheduled and unscheduled maintenance procedures performed, including replaced parts and prices (for outside normal working hour services) required to maintain the equipment in accordance with Conformance Standards. Such documentation shall meet the guidelines as set forth in the Conformance Standards Section. In addition, each ESR must, at a minimum, document the following data legibly and in complete detail:

- a. Name of Contractor

- b. Name of FSE who performed services
- c. Contractor Service ESR Number/Log Number
- d. Date, Time (starting and ending), equipment downtime and hours-on-site for service call
- e. VA PO#(s) covering the call, if outside normal working hours
- f. Description of problem reported by COR/User
- g. Identification of equipment to be serviced:

Inv. #, Manufacturer's Name, Device Name, Model #, Serial #, and any other Manufacturer's Identification #.

- h. Itemized description of service performed (including costs associated with after normal working hour services), including:

Labor and Travel, Parts (with part #'s), materials and circuit location of problem/corrective action.

- i. Signatures:

- 1) FSE performed services described
- 2) VA Employee who witnessed service described

- j. Equipment downtime

NOTE: ANY ADDITIONAL CHARGES CLAIMED MUST BE APPROVED BY THE COR BEFORE SERVICE IS COMPLETED.

10. REPORTING REQUIREMENTS:

The Contractor shall be required to report to the COR upon arrival to perform call-back and/or PM services. **This check in is mandatory.** When the service is completed, the FSE shall document services rendered on a legible ESR. The FSE shall be required to report to the COR and submit the ESR when the service is completed. All ESR's shall be submitted to the equipment user for an "acceptance signature" and to the COR for an "authorization signature". If the COR is unavailable, a signed, authorized, copy of the ESR will be sent to the Contractor after the work can be reviewed (if requested or noted on the ESR).

11. PAYMENT:

Invoices will be paid in arrears on a monthly basis. Invoices shall be electronically submitted to the Austin Financial Center.

12. ADDITIONAL CHARGES:

There will be no additional charge for time spent at the site during, or after the normal hours of coverage, awaiting the arrival of additional FSE and/or delivery of parts.

13. REPORTING REQUIRED SERVICES BEYOND THE CONTRACT SCOPE:

The Contractor shall immediately, but not later than 24 consecutive hours after discovery, notify the CO and COR, (in writing), of the existence or the development of any defects in, or repairs required to the schedule equipment which the Contractor considers he/she is not responsible for under the terms of the contract. The Contractor shall furnish the CO and COR with a written estimate of the cost to make necessary repairs.

14. CONDITION OF EQUIPMENT:

The Contractor accepts responsibility for the equipment described in the Schedule, in "as is" condition. Failure to inspect the equipment prior to contract award will not relieve the Contractor from performance of the requirements of this contract.

15. COMPETENCY OF PERSONNEL SERVICING EQUIPMENT:

"Fully Qualified" is based upon training and on experience in the field. For training, the FSE has successfully completed a formalized training program for the equipment identified in Items one (1) through (10(a)) . For field experience, the FSE has a minimum of two (2) years of experience, with respect to scheduled and unscheduled preventive and remedial maintenance, on washer sterilizers, washer sanitizers, and sonic washers.

The FSE's shall be authorized by the Contractor to perform the maintenance services. All work shall be performed by "Fully Qualified" competent FSE's. The Contractor shall provide written assurance of the competency of their personnel and a list of credentials of approved FSE's for each make and model the Contractor services at the VAMC. The CO may authenticate the training requirements, request training certificates or credentials from the Contractor at any time for any personnel who are servicing or installing any VAMC equipment. The CO and/or the COR specifically, reserves the right to reject any of the Contractor's personnel and refuse them permission to work on the VAMC equipment.

If subcontractor(s) are used, they must be approved by the CO; The Contractor shall submit any proposed change in subcontractor(s) to the CO for approval/disapproval.

16. TEST EQUIPMENT:

Prior to commencement of work on this contract, the Contractor shall provide the VAMC with a copy of the current calibration certification of all test equipment which is to be used by the Contractor on VAMC's equipment. This certification shall also be provided on a periodic basis when requested by the VAMC. Test equipment calibration shall be traceable to a national standard.

17. IDENTIFICATION, PARKING, SMOKING AND VA REGULATIONS:

The Contractor's FSE shall wear visible identification at all times while on the premises of the VAMC. It is the responsibility of the Contractor to park in the appropriate designated parking area. Information on parking is available from the VA Police Section. The VAMC will not invalidate or make reimbursement for parking violations of the Contractor under any conditions. Smoking is prohibited inside any building at the VAMC. Possession of weapons is prohibited. Enclosed containers, including tool kits, shall be subject to search. Violation of VA Regulations may result in citation(s) answerable in the United States (Federal) District Court, not a local district, state or municipal court.

B.4 PRICE/COST SCHEDULE

ITEM INFORMATION

ITEM NUMBER	DESCRIPTION OF SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	BASE YEAR MAY 19, 2017 to MAY 18, 2018 Provide all labor and materials to maintain (5) Evotech Scope Disinfectors from May 19, 2017 to May 18, 2018 as outlined in the Statement of Work.	12.00	MO	_____	_____
				GRAND TOTAL	_____

ITEM NUMBER	DESCRIPTION OF SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	OPTION YEAR ONE MAY 19,2018 to MAY 18,2019 Provide all labor and materials to maintain (5) Evotech Scope	12.00	MO	_____	_____

Disinfectors from May
19, 2017 to May 18,
2018 as outlined in the
Statement of Work.

GRAND TOTAL _____

**OPTION YEAR
TWO-MAY 19, 2019
to MAY 18, 2020**

ITEM NUMBER	DESCRIPTION OF SUPPLIES/SERVICE S	QUANTIT Y	UNI T	UNIT PRICE	AMOUNT
0001	Provide all labor and materials to maintain (5) Evotech Scope Disinfectors from May 19, 2018 to May 18, 2019 as outlined in the Statement of Work.	12.00	MO	_____	_____
				—	—

GRAND TOTAL _____

**OPTION YEAR
THREE-MAY
19,2020 to MAY
18,2021**

ITEM NUMBER	DESCRIPTION OF SUPPLIES/SERVICE S	QUANTIT Y	UNI T	UNIT PRICE	AMOUNT
0001	Provide all labor and materials to maintain (5) Evotech Scope Disinfectors from May 19, 2019 to May 18, 2020 as outlined in the Statement of Work.	12.00	MO	_____	_____
				—	—

GRAND TOTAL _____

**OPTION YEAR
FOUR-MAY 19,2021
to MAY18,2022**

ITEM NUMBER	DESCRIPTION OF SUPPLIES/SERVICE S	QUANTIT Y	UNI T	UNIT PRICE	AMOUNT
0001	Provide all labor and materials to maintain	12.00	MO	_____	_____
				—	—

(5) Evotech Scope
Disinfectors from May
19, 2020 to May 18,
2021 as outlined in the
Statement of Work.

GRAND TOTAL _____

SECTION C - CONTRACT CLAUSES

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

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

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

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

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

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

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

(End of Clause)

<u>FAR Number</u>	<u>Title</u>	<u>Date</u>
52.204-18	COMMERCIAL AND GOVERNMENT ENTITY CODE MAINTENANCE	JUL 2016
52.232-18	AVAILABILITY OF FUNDS	APR 1984
52.232-40	PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS	DEC 2013
(End of Addendum to 52.212-4)		
52.203-99	PROHIBITION ON CONTRACTING	FEB2015
52.217-9	OPTION TO EXTEND THE TERM OF THE CONTRACT	MAR2000
852.203-70	COMMERCIAL ADVERTISING	JAN2008
852.215-71	EVALUATION FACTOR	DEC2009
852.232-72	ELECTRONIC PAYMENTS	NOV2012
852.237-70	CONTRACTOR RESPONSIBILITY	APR1984

C.2 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS—COMMERCIAL ITEMS (JAN 2017)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (JAN 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).

(2) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (NOV 2015).

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

(4) 52.233-4, Applicable Law for Breach of Contract Claim (Oct 2004) (Public Laws 108-77 and 108-78 (19 U.S.C. 3805 note)).

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

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

☐ (2) 52.203-13, Contractor Code of Business Ethics and Conduct (OCT 2015) (41 U.S.C. 3509).

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

☒ (4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (OCT 2016) (Pub. L. 109-282) (31 U.S.C. 6101 note).

☐ (5) [Reserved]

☐ (6) 52.204-14, Service Contract Reporting Requirements (OCT 2016) (Pub. L. 111-117, section 743 of Div. C).

☐ (7) 52.204-15, Service Contract Reporting Requirements for Indefinite-Delivery Contracts (OCT 2016) (Pub. L. 111-117, section 743 of Div. C).

☒ (8) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (OCT 2015) (31 U.S.C. 6101 note).

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

☐ (10) [Reserved]

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

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

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

- ☐ (ii) Alternate I (JAN 2011) of 52.219-4.
- ☐ (13) [Reserved]
- ☐ (14)(i) 52.219-6, Notice of Total Small Business Set-Aside (NOV 2011) (15 U.S.C. 644).
- ☐ (ii) Alternate I (NOV 2011).
- ☐ (iii) Alternate II (NOV 2011).
- ☐ (15)(i) 52.219-7, Notice of Partial Small Business Set-Aside (June 2003) (15 U.S.C. 644).
- ☐ (ii) Alternate I (Oct 1995) of 52.219-7.
- ☐ (iii) Alternate II (Mar 2004) of 52.219-7.
- ☐ (16) 52.219-8, Utilization of Small Business Concerns (NOV 2016) (15 U.S.C. 637(d)(2) and (3)).
- ☐ (17)(i) 52.219-9, Small Business Subcontracting Plan (JAN 2017) (15 U.S.C. 637(d)(4)).
- ☐ (ii) Alternate I (NOV 2016) of 52.219-9.
- ☐ (iii) Alternate II (NOV 2016) of 52.219-9.
- ☐ (iv) Alternate III (NOV 2016) of 52.219-9.
- ☐ (v) Alternate IV (NOV 2016) of 52.219-9.
- ☐ (18) 52.219-13, Notice of Set-Aside of Orders (NOV 2011) (15 U.S.C. 644(r)).
- ☐ (19) 52.219-14, Limitations on Subcontracting (JAN 2017) (15 U.S.C. 637(a)(14)).
- ☐ (20) 52.219-16, Liquidated Damages—Subcontracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).
- ☐ (21) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (NOV 2011) (15 U.S.C. 657f).
- ☒ (22) 52.219-28, Post Award Small Business Program Rerepresentation (Jul 2013) (15 U.S.C. 632(a)(2)).
- ☐ (23) 52.219-29, Notice of Set-Aside for, or Sole Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (DEC 2015) (15 U.S.C. 637(m)).
- ☐ (24) 52.219-30, Notice of Set-Aside for, or Sole Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (DEC 2015) (15 U.S.C. 637(m)).
- ☒ (25) 52.222-3, Convict Labor (June 2003) (E.O. 11755).
- ☐ (26) 52.222–19, Child Labor—Cooperation with Authorities and Remedies (OCT 2016) (E.O. 13126).
- ☒ (27) 52.222-21, Prohibition of Segregated Facilities (APR 2015).
- ☒ (28) 52.222–26, Equal Opportunity (SEP 2016) (E.O. 11246).

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

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

☐ (31) 52.222-37, Employment Reports on Veterans (FEB 2016) (38 U.S.C. 4212).

☐ (32) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496).

☒ (33)(i) 52.222-50, Combating Trafficking in Persons (MAR 2015) (22 U.S.C. chapter 78 and E.O. 13627).

☐ (ii) Alternate I (MAR 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).

☐ (34) 52.222-54, Employment Eligibility Verification (OCT 2015). (E. O. 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)

☐ (35) 52.222-59, Compliance with Labor Laws (Executive Order 13673) (OCT 2016). (Applies at \$50 million for solicitations and resultant contracts issued from October 25, 2016 through April 24, 2017; applies at \$500,000 for solicitations and resultant contracts issued after April 24, 2017).

Note to paragraph (b)(35): By a court order issued on October 24, 2016, 52.222-59 is enjoined indefinitely as of the date of the order. The enjoined paragraph will become effective immediately if the court terminates the injunction. At that time, DoD, GSA, and NASA will publish a document in the **Federal Register** advising the public of the termination of the injunction.

☐ (36) 52.222-60, Paycheck Transparency (Executive Order 13673) (OCT 2016).

☐ (37)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Items (May 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

☐ (38) 52.223-11, Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (JUN 2016) (E.O. 13693).

☐ (39) 52.223-12, Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (JUN 2016) (E.O. 13693).

☐ (ii) Alternate I (MAY 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

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

☐ (ii) Alternate I (OCT 2015) of 52.223-13.

☐ (41)(i) 52.223-14, Acquisition of EPEAT®-Registered Televisions (JUN 2014) (E.O.s 13423 and 13514).

☐ (ii) Alternate I (JUN 2014) of 52.223-14.

- ☐ (42) 52.223-15, Energy Efficiency in Energy-Consuming Products (DEC 2007)(42 U.S.C. 8259b).
- ☐ (43)(i) 52.223-16, Acquisition of EPEAT®-Registered Personal Computer Products (OCT 2015) (E.O.s 13423 and 13514).
- ☐ (ii) Alternate I (JUN 2014) of 52.223-16.
- ☒ (44) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (AUG 2011)
- ☐ (45) 52.223-20, Aerosols (JUN 2016) (E.O. 13693).
- ☐ (46) 52.223-21, Foams (JUN 2016) (E.O. 13693).
- ☐ (47) (i) 52.224-3, Privacy Training (JAN 2017) (5 U.S.C. 552a).
- ☐ (ii) Alternate I (JAN 2017) of 52.224-3.
- ☐ (48) 52.225-1, Buy American—Supplies (MAY 2014) (41 U.S.C. chapter 83).
- ☐ (49)(i) 52.225-3, Buy American—Free Trade Agreements—Israeli Trade Act (MAY 2014) (41 U.S.C. chapter 83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43).
- ☐ (ii) Alternate I (MAY 2014) of 52.225-3.
- ☐ (iii) Alternate II (MAY 2014) of 52.225-3.
- ☐ (iv) Alternate III (MAY 2014) of 52.225-3.
- ☐ (50) 52.225-5, Trade Agreements (OCT 2016) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).
- ☒ (51) 52.225-13, Restrictions on Certain Foreign Purchases (JUN 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).
- ☐ (52) 52.225-26, Contractors Performing Private Security Functions Outside the United States (OCT 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).
- ☐ (53) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).
- ☐ (54) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).
- ☐ (55) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).
- ☐ (56) 52.232-30, Installment Payments for Commercial Items (JAN 2017) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).
- ☐ (57) 52.232-33, Payment by Electronic Funds Transfer—System for Award Management (Jul 2013) (31 U.S.C. 3332).

☒ (58) 52.232-34, Payment by Electronic Funds Transfer—Other than System for Award Management (Jul 2013) (31 U.S.C. 3332).

☐ (59) 52.232-36, Payment by Third Party (MAY 2014) (31 U.S.C. 3332).

☐ (60) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

☐ (61) 52.242-5, Payments to Small Business Subcontractors (JAN 2017)(15 U.S.C. 637(d)(12)).

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

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

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

☐ (1) 52.222-17, Nondisplacement of Qualified Workers (MAY 2014) (E.O. 13495).

☒ (2) 52.222-41, Service Contract Labor Standards (MAY 2014) (41 U.S.C. chapter 67).

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

☒ (4) 52.222-43, Fair Labor Standards Act and Service Contract Labor Standards—Price Adjustment (Multiple Year and Option Contracts) (MAY 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

☐ (5) 52.222-44, Fair Labor Standards Act and Service Contract Labor Standards—Price Adjustment (MAY 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

☒ (6) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment—Requirements (MAY 2014) (41 U.S.C. chapter 67).

☐ (7) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services—Requirements (MAY 2014) (41 U.S.C. chapter 67).

☒ (8) 52.222-55, Minimum Wages Under Executive Order 13658 (DEC 2015).

☒ (9) 52.222-62, Paid Sick Leave Under Executive Order 13706 (JAN 2017) (E.O. 13706).

☐ (10) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (MAY 2014) (42 U.S.C. 1792).

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

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

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

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

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

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

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (OCT 2015) (41 U.S.C. 3509).

(ii) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (JAN 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).

(iii) 52.219-8, Utilization of Small Business Concerns (NOV 2016) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities.

(iv) 52.222-17, Nondisplacement of Qualified Workers (MAY 2014) (E.O. 13495). Flow down required in accordance with paragraph (l) of FAR clause 52.222-17.

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

(vi) 52.222-26, Equal Opportunity (SEP 2016) (E.O. 11246).

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

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

(ix) 52.222-37, Employment Reports on Veterans (FEB 2016) (38 U.S.C. 4212).

(x) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.

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

(xii)(A) 52.222-50, Combating Trafficking in Persons (MAR 2015) (22 U.S.C. chapter 78 and E.O. 13627).

(B) Alternate I (MAR 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).

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

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

(xv) 52.222-54, Employment Eligibility Verification (OCT 2015) (E. O. 12989).

(xvi) 52.222-55, Minimum Wages Under Executive Order 13658 (DEC 2015).

(xvii) 52.222-59, Compliance with Labor Laws (Executive Order 13673) (OCT 2016) (Applies at \$50 million for solicitations and resultant contracts issued from October 25, 2016 through April 24, 2017; applies at \$500,000 for solicitations and resultant contracts issued after April 24, 2017).

Note to paragraph (e)(1)(xvii): By a court order issued on October 24, 2016, 52.222-59 is enjoined indefinitely as of the date of the order. The enjoined paragraph will become effective immediately if the court terminates the injunction. At that time, DoD, GSA, and NASA will publish a document in the **Federal Register** advising the public of the termination of the injunction.

(xviii) 52.222-60, Paycheck Transparency (Executive Order 13673) (OCT 2016)).

(xix) 52.222-62 Paid Sick Leave Under Executive Order 13706 (JAN 2017) (E.O. 13706).

(xx)(A) 52.224-3, Privacy Training (JAN 2017) (5 U.S.C. 552a).

(B) Alternate I (JAN 2017) of 52.224-3.

(xxi) 52.225-26, Contractors Performing Private Security Functions Outside the United States (OCT 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

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

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

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

(End of Clause)

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

SECTION E - SOLICITATION PROVISIONS

E.1 52.212-1 INSTRUCTIONS TO OFFERORS—COMMERCIAL ITEMS (OCT 2016)

(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) *Unique entity identifier.* (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 “Unique Entity Identifier” followed by the unique entity identifier that identifies the Offeror’s name and address. The Offeror also shall enter its Electronic Funds Transfer (EFT) indicator, if applicable. The EFT indicator is a four-character suffix to the unique entity identifier. The suffix is assigned at the discretion of the Offeror to establish additional SAM records for identifying alternative EFT accounts (see subpart 32.11) for the same entity. If the Offeror does not have a unique entity identifier, it should contact the entity designated at www.sam.gov for unique entity identifier establishment directly to obtain one. The Offeror should indicate that it is an offeror for a Government contract when contacting the entity designated at www.sam.gov for establishing the unique entity identifier.

(k) *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

Technical performance plan-Submit a Technical Performance Plan describing how you will complete the requirements in the PWS, including proof of any required schedule, and Management Plan including proposed personnel and qualifications.

Past Performance- Submit Past performance references for 3 recent jobs similar in scope and complexity. Include point of contact with valid telephone number and email address.

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

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

Price-Complete the price schedule.

E.3 52.203-98 PROHIBITION ON CONTRACTING WITH ENTITIES THAT REQUIRE CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS—REPRESENTATION (DEVIATION) (FEB 2015)

(a) In accordance with section 743 of Division E, Title VII, of the Consolidated and Further Continuing Resolution Appropriations Act, 2015 (Pub. L. 113-235), Government agencies are not permitted to use funds appropriated (or otherwise made available) under that or any other Act for contracts with an entity that requires employees or subcontractors of such entity seeking to report fraud, waste, or abuse to sign internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or contractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

(b) The prohibition in paragraph (a) of this provision does not contravene requirements applicable to Standard Form 312, Form 4414, or any other form issued by a Federal department or agency governing the nondisclosure of classified information.

(c) *Representation.* By submission of its offer, the Offeror represents that it does not require employees or subcontractors of such entity seeking to report fraud, waste, or abuse to sign internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

(End of Provision)

E.2 VAAR 852.215-70 SERVICE-DISABLED VETERAN-OWNED AND VETERAN-OWNED SMALL BUSINESS EVALUATION FACTORS (JUL 2016)(DEVIATION)

(a) In an effort to achieve socioeconomic small business goals, depending on the evaluation factors included in the solicitation, VA shall evaluate offerors based on their service-disabled veteran-owned or

veteran-owned small business status and their proposed use of eligible service-disabled veteran-owned small businesses and veteran-owned small businesses as subcontractors.

(b) Eligible service-disabled veteran-owned offerors will receive full credit, and offerors qualifying as veteran-owned small businesses will receive partial credit for the Service-Disabled Veteran-Owned and Veteran-owned Small Business Status evaluation factor. To receive credit, an offeror must be registered and verified in Vendor Information Pages (VIP) database (<https://www.vip.vetbiz.gov>).

(c) Non-veteran offerors proposing to use service-disabled veteran-owned small businesses or veteran-owned small businesses as subcontractors will receive some consideration under this evaluation factor. Offerors must state in their proposals the names of the SDVOSBs and VOSBs with whom they intend to subcontract and provide a brief description of the proposed subcontracts and the approximate dollar values of the proposed subcontracts. In addition, the proposed subcontractors must be registered and verified in the VetBiz.gov VIP database (<https://www.vip.vetbiz.gov>).

(End of Provision)

<u>FAR Number</u>	<u>Title</u>	<u>Date</u>
52.204-16	COMMERCIAL AND GOVERNMENT ENTITY CODE REPORTING	JUL 2016
(End of Addendum to 52.212-1)		
52.209-5	REPRESENTATION BY CORPORATION	MAR2012
52.212-3	OFFEROR REPRESENTATION AND CERTIFICATION	JAN2017

E.3 52.212-2 EVALUATION—COMMERCIAL ITEMS (OCT 2014)

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

Technical

Past Performance

Price

Technical and past performance, when combined, are more important than price.

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

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

(End of Provision)

ADDENDUM to 52.212-2 EVALUATION--COMMERCIAL ITEMS (JAN 1999)

Small Business Set-aside – CASCADE PROCEDURE

1. Any award(s) resulting from this solicitation will be made using the following cascade order of precedence:

1.1. In accordance with FAR Subpart 19.14 and PL 109-461, award under this solicitation will be made on a competitive basis to qualified, responsible, eligible Service Disabled Veteran Owned Small Business (SDVOSB) concerns (see Section 15(k) of the Small Business Act (15 U.S.C. § 644(k)) FAR 52.219-1, "Small Business Program Representations" for small business size definition) who submits a responsive offer, *provided* that there is adequate competition among such firms and award can be made at a reasonable price.

1.2. Make award to an eligible SDVOSB at a fair and reasonable price in accordance with FAR 19.202-6.

1.3. If award cannot be made to a SDVOSB concern at a fair and reasonable price, award will be made to an eligible Veteran Owned Small Business (VOSB) concern at a fair and reasonable price.

1.4. If award cannot be made to a VOSB concern at a fair and reasonable price, award will be made to a Historically Underutilized Business Zone (HUBZone), Woman-Owned Small Business (WOSB), Small Disadvantaged Business (SDB) or small business concern.

1.5. If award cannot be made to a HUBZone, WOSB, SDB, or small business concern at a fair and reasonable price, award will not be made as a small business set-aside.

1.6. If fair and reasonable pricing cannot be established with any small business concern, then award will be made on the basis of full and open competition considering all responsive quoters submitted by responsible business concerns.

2. Award can be made if only one quote is received and that quote is a fair and reasonable price and from a vendor that is qualified, responsible, and eligible.

3. Pricing will be firm fixed price for each line item identified. After receipt of quotes, a determination shall be made of which quote(s) are in the competitive range for the purpose of conducting written and/or oral discussions, if necessary. Quoters should note that award may be made on the initial quote.

END OF ADDENDA TO 52.212-2

WD 15-4573 (Rev.-1) was first posted on www.wdol.gov on 02/07/2017

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

Daniel W. Simms	Division of	Wage Determination No.: 2015-4573
Director	Wage Determinations	Revision No.: 1
		Date Of Revision: 01/31/2017

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.20 for calendar year 2017 applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.20 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 2017. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

State: Florida

Area: Florida County of Palm Beach

Fringe Benefits Required Follow the Occupational Listing		
OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		14.11
01012 - Accounting Clerk II		16.74
01013 - Accounting Clerk III		18.73
01020 - Administrative Assistant		24.90
01035 - Court Reporter		18.82
01041 - Customer Service Representative I		11.48
01042 - Customer Service Representative II		12.91
01043 - Customer Service Representative III		14.09
01051 - Data Entry Operator I		12.92
01052 - Data Entry Operator II		14.09
01060 - Dispatcher, Motor Vehicle		17.16
01070 - Document Preparation Clerk		13.94
01090 - Duplicating Machine Operator		13.94
01111 - General Clerk I		12.62
01112 - General Clerk II		13.88
01113 - General Clerk III		15.59
01120 - Housing Referral Assistant		20.88
01141 - Messenger Courier		13.63
01191 - Order Clerk I		12.71
01192 - Order Clerk II		13.86
01261 - Personnel Assistant (Employment) I		15.88
01262 - Personnel Assistant (Employment) II		17.90
01263 - Personnel Assistant (Employment) III		20.30
01270 - Production Control Clerk		20.13
01290 - Rental Clerk		14.93
01300 - Scheduler, Maintenance		16.74
01311 - Secretary I		16.74
01312 - Secretary II		18.73
01313 - Secretary III		20.88

01320 - Service Order Dispatcher	15.35
01410 - Supply Technician	24.90
01420 - Survey Worker	18.82
01460 - Switchboard Operator/Receptionist	14.14
01531 - Travel Clerk I	13.27
01532 - Travel Clerk II	14.42
01533 - Travel Clerk III	15.45
01611 - Word Processor I	13.30
01612 - Word Processor II	14.93
01613 - Word Processor III	16.71
05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer, Fiberglass	18.00
05010 - Automotive Electrician	16.61
05040 - Automotive Glass Installer	15.52
05070 - Automotive Worker	15.52
05110 - Mobile Equipment Servicer	13.34
05130 - Motor Equipment Metal Mechanic	17.56
05160 - Motor Equipment Metal Worker	15.52
05190 - Motor Vehicle Mechanic	17.68
05220 - Motor Vehicle Mechanic Helper	12.24
05250 - Motor Vehicle Upholstery Worker	14.42
05280 - Motor Vehicle Wrecker	15.52
05310 - Painter, Automotive	16.62
05340 - Radiator Repair Specialist	15.52
05370 - Tire Repairer	11.60
05400 - Transmission Repair Specialist	17.56
07000 - Food Preparation And Service Occupations	
07010 - Baker	12.65
07041 - Cook I	12.19
07042 - Cook II	14.19
07070 - Dishwasher	9.19
07130 - Food Service Worker	10.55
07210 - Meat Cutter	14.03
07260 - Waiter/Waitress	9.85
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	16.48
09040 - Furniture Handler	10.30
09080 - Furniture Refinisher	16.48
09090 - Furniture Refinisher Helper	12.13
09110 - Furniture Repairer, Minor	14.30
09130 - Upholsterer	18.13
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	9.80
11060 - Elevator Operator	10.40
11090 - Gardener	15.29
11122 - Housekeeping Aide	10.40
11150 - Janitor	10.40
11210 - Laborer, Grounds Maintenance	11.40
11240 - Maid or Houseman	9.81
11260 - Pruner	9.93
11270 - Tractor Operator	14.36
11330 - Trail Maintenance Worker	11.40
11360 - Window Cleaner	11.94
12000 - Health Occupations	
12010 - Ambulance Driver	15.34
12011 - Breath Alcohol Technician	18.47
12012 - Certified Occupational Therapist Assistant	29.11
12015 - Certified Physical Therapist Assistant	26.57
12020 - Dental Assistant	15.95
12025 - Dental Hygienist	32.39
12030 - EKG Technician	22.62
12035 - Electroneurodiagnostic Technologist	22.62
12040 - Emergency Medical Technician	15.34
12071 - Licensed Practical Nurse I	16.51
12072 - Licensed Practical Nurse II	18.47
12073 - Licensed Practical Nurse III	20.59
12100 - Medical Assistant	16.03
12130 - Medical Laboratory Technician	17.89
12160 - Medical Record Clerk	15.35
12190 - Medical Record Technician	16.92
12195 - Medical Transcriptionist	17.45
12210 - Nuclear Medicine Technologist	35.60
12221 - Nursing Assistant I	11.05
12222 - Nursing Assistant II	12.43
12223 - Nursing Assistant III	13.56

12224	- Nursing Assistant IV	15.22
12235	- Optical Dispenser	19.33
12236	- Optical Technician	15.24
12250	- Pharmacy Technician	15.81
12280	- Phlebotomist	14.87
12305	- Radiologic Technologist	25.46
12311	- Registered Nurse I	26.32
12312	- Registered Nurse II	29.80
12313	- Registered Nurse II, Specialist	29.80
12314	- Registered Nurse III	36.04
12315	- Registered Nurse III, Anesthetist	36.04
12316	- Registered Nurse IV	43.22
12317	- Scheduler (Drug and Alcohol Testing)	21.21
12320	- Substance Abuse Treatment Counselor	18.63
13000	- Information And Arts Occupations	
13011	- Exhibits Specialist I	20.66
13012	- Exhibits Specialist II	25.59
13013	- Exhibits Specialist III	31.31
13041	- Illustrator I	20.66
13042	- Illustrator II	25.59
13043	- Illustrator III	31.31
13047	- Librarian	30.39
13050	- Library Aide/Clerk	13.61
13054	- Library Information Technology Systems Administrator	26.99
13058	- Library Technician	18.18
13061	- Media Specialist I	17.79
13062	- Media Specialist II	20.25
13063	- Media Specialist III	22.59
13071	- Photographer I	15.46
13072	- Photographer II	17.30
13073	- Photographer III	21.43
13074	- Photographer IV	26.21
13075	- Photographer V	31.70
13090	- Technical Order Library Clerk	17.97
13110	- Video Teleconference Technician	17.40
14000	- Information Technology Occupations	
14041	- Computer Operator I	16.62
14042	- Computer Operator II	18.59
14043	- Computer Operator III	20.72
14044	- Computer Operator IV	23.03
14045	- Computer Operator V	25.51
14071	- Computer Programmer I	(see 1) 22.63
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	16.62
14160	- Personal Computer Support Technician	23.03
14170	- System Support Specialist	28.01
15000	- Instructional Occupations	
15010	- Aircrew Training Devices Instructor (Non-Rated)	31.48
15020	- Aircrew Training Devices Instructor (Rated)	38.08
15030	- Air Crew Training Devices Instructor (Pilot)	41.70
15050	- Computer Based Training Specialist / Instructor	31.48
15060	- Educational Technologist	26.06
15070	- Flight Instructor (Pilot)	41.70
15080	- Graphic Artist	23.82
15085	- Maintenance Test Pilot, Fixed, Jet/Prop	41.39
15086	- Maintenance Test Pilot, Rotary Wing	41.39
15088	- Non-Maintenance Test/Co-Pilot	41.39
15090	- Technical Instructor	22.06
15095	- Technical Instructor/Course Developer	26.98
15110	- Test Proctor	17.80
15120	- Tutor	17.80
16000	- Laundry, Dry-Cleaning, Pressing And Related Occupations	
16010	- Assembler	9.62
16030	- Counter Attendant	9.62
16040	- Dry Cleaner	11.86
16070	- Finisher, Flatwork, Machine	9.62
16090	- Presser, Hand	9.62
16110	- Presser, Machine, Drycleaning	9.62
16130	- Presser, Machine, Shirts	9.62

16160 - Presser, Machine, Wearing Apparel, Laundry	9.62
16190 - Sewing Machine Operator	12.61
16220 - Tailor	13.37
16250 - Washer, Machine	10.41
19000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	19.26
19040 - Tool And Die Maker	24.52
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	14.81
21030 - Material Coordinator	20.13
21040 - Material Expediter	20.13
21050 - Material Handling Laborer	12.17
21071 - Order Filler	11.60
21080 - Production Line Worker (Food Processing)	14.81
21110 - Shipping Packer	14.81
21130 - Shipping/Receiving Clerk	14.81
21140 - Store Worker I	9.78
21150 - Stock Clerk	14.93
21210 - Tools And Parts Attendant	14.81
21410 - Warehouse Specialist	14.81
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	27.29
23019 - Aircraft Logs and Records Technician	20.68
23021 - Aircraft Mechanic I	25.64
23022 - Aircraft Mechanic II	27.29
23023 - Aircraft Mechanic III	28.91
23040 - Aircraft Mechanic Helper	17.15
23050 - Aircraft, Painter	20.77
23060 - Aircraft Servicer	20.68
23070 - Aircraft Survival Flight Equipment Technician	20.77
23080 - Aircraft Worker	22.36
23091 - Aircrew Life Support Equipment (ALSE) Mechanic I	22.36
23092 - Aircrew Life Support Equipment (ALSE) Mechanic II	25.64
23110 - Appliance Mechanic	18.53
23120 - Bicycle Repairer	12.76
23125 - Cable Splicer	24.61
23130 - Carpenter, Maintenance	17.65
23140 - Carpet Layer	17.51
23160 - Electrician, Maintenance	20.74
23181 - Electronics Technician Maintenance I	22.18
23182 - Electronics Technician Maintenance II	26.58
23183 - Electronics Technician Maintenance III	29.81
23260 - Fabric Worker	17.63
23290 - Fire Alarm System Mechanic	19.84
23310 - Fire Extinguisher Repairer	15.46
23311 - Fuel Distribution System Mechanic	20.52
23312 - Fuel Distribution System Operator	15.20
23370 - General Maintenance Worker	16.68
23380 - Ground Support Equipment Mechanic	25.64
23381 - Ground Support Equipment Servicer	20.68
23382 - Ground Support Equipment Worker	22.36
23391 - Gunsmith I	15.46
23392 - Gunsmith II	18.30
23393 - Gunsmith III	20.87
23410 - Heating, Ventilation And Air-Conditioning Mechanic	20.91
23411 - Heating, Ventilation And Air Contditioning Mechanic (Research Facility)	22.25
23430 - Heavy Equipment Mechanic	21.27
23440 - Heavy Equipment Operator	20.71
23460 - Instrument Mechanic	21.09
23465 - Laboratory/Shelter Mechanic	19.58
23470 - Laborer	11.51
23510 - Locksmith	17.22
23530 - Machinery Maintenance Mechanic	22.48
23550 - Machinist, Maintenance	18.00
23580 - Maintenance Trades Helper	13.90
23591 - Metrology Technician I	21.09
23592 - Metrology Technician II	22.74
23593 - Metrology Technician III	23.86
23640 - Millwright	21.19
23710 - Office Appliance Repairer	17.94
23760 - Painter, Maintenance	17.51

23790 - Pipefitter, Maintenance	20.20
23810 - Plumber, Maintenance	19.23
23820 - Pneudraulic Systems Mechanic	20.87
23850 - Rigger	20.87
23870 - Scale Mechanic	18.30
23890 - Sheet-Metal Worker, Maintenance	18.96
23910 - Small Engine Mechanic	17.07
23931 - Telecommunications Mechanic I	23.36
23932 - Telecommunications Mechanic II	25.46
23950 - Telephone Lineman	20.79
23960 - Welder, Combination, Maintenance	20.56
23965 - Well Driller	18.71
23970 - Woodcraft Worker	20.87
23980 - Woodworker	15.46
24000 - Personal Needs Occupations	
24550 - Case Manager	15.90
24570 - Child Care Attendant	10.44
24580 - Child Care Center Clerk	15.33
24610 - Chore Aide	10.34
24620 - Family Readiness And Support Services Coordinator	15.90
24630 - Homemaker	17.05
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	20.87
25040 - Sewage Plant Operator	22.18
25070 - Stationary Engineer	20.87
25190 - Ventilation Equipment Tender	14.03
25210 - Water Treatment Plant Operator	22.18
27000 - Protective Service Occupations	
27004 - Alarm Monitor	22.52
27007 - Baggage Inspector	10.88
27008 - Corrections Officer	25.15
27010 - Court Security Officer	28.50
27030 - Detection Dog Handler	18.11
27040 - Detention Officer	25.15
27070 - Firefighter	26.09
27101 - Guard I	10.88
27102 - Guard II	18.11
27131 - Police Officer I	30.90
27132 - Police Officer II	34.34
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	14.71
28042 - Carnival Equipment Repairer	16.21
28043 - Carnival Worker	10.34
28210 - Gate Attendant/Gate Tender	16.09
28310 - Lifeguard	14.51
28350 - Park Attendant (Aide)	18.03
28510 - Recreation Aide/Health Facility Attendant	13.16
28515 - Recreation Specialist	21.53
28630 - Sports Official	14.34
28690 - Swimming Pool Operator	19.71
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	21.65
29020 - Hatch Tender	21.65
29030 - Line Handler	21.65
29041 - Stevedore I	20.86
29042 - Stevedore II	24.35
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	39.83
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	27.46
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	30.24
30021 - Archeological Technician I	17.58
30022 - Archeological Technician II	20.08
30023 - Archeological Technician III	24.98
30030 - Cartographic Technician	25.86
30040 - Civil Engineering Technician	23.88
30051 - Cryogenic Technician I	23.56
30052 - Cryogenic Technician II	26.02
30061 - Drafter/CAD Operator I	18.66
30062 - Drafter/CAD Operator II	20.89
30063 - Drafter/CAD Operator III	23.28
30064 - Drafter/CAD Operator IV	28.66
30081 - Engineering Technician I	18.79
30082 - Engineering Technician II	21.92
30083 - Engineering Technician III	24.53

30084 - Engineering Technician IV	29.22
30085 - Engineering Technician V	35.73
30086 - Engineering Technician VI	41.29
30090 - Environmental Technician	20.88
30095 - Evidence Control Specialist	21.27
30210 - Laboratory Technician	19.69
30221 - Latent Fingerprint Technician I	25.16
30222 - Latent Fingerprint Technician II	27.78
30240 - Mathematical Technician	25.86
30361 - Paralegal/Legal Assistant I	18.07
30362 - Paralegal/Legal Assistant II	22.39
30363 - Paralegal/Legal Assistant III	27.39
30364 - Paralegal/Legal Assistant IV	33.14
30375 - Petroleum Supply Specialist	26.02
30390 - Photo-Optics Technician	25.86
30395 - Radiation Control Technician	26.02
30461 - Technical Writer I	23.25
30462 - Technical Writer II	28.46
30463 - Technical Writer III	32.87
30491 - Unexploded Ordnance (UXO) Technician I	25.31
30492 - Unexploded Ordnance (UXO) Technician II	30.62
30493 - Unexploded Ordnance (UXO) Technician III	36.70
30494 - Unexploded (UXO) Safety Escort	25.31
30495 - Unexploded (UXO) Sweep Personnel	25.31
30501 - Weather Forecaster I	28.66
30502 - Weather Forecaster II	34.85
30620 - Weather Observer, Combined Upper Air Or (see 2)	23.28
Surface Programs	
30621 - Weather Observer, Senior (see 2)	25.86
31000 - Transportation/Mobile Equipment Operation Occupations	
31010 - Airplane Pilot	30.62
31020 - Bus Aide	9.78
31030 - Bus Driver	14.86
31043 - Driver Courier	14.92
31260 - Parking and Lot Attendant	9.46
31290 - Shuttle Bus Driver	16.45
31310 - Taxi Driver	11.20
31361 - Truckdriver, Light	16.45
31362 - Truckdriver, Medium	17.99
31363 - Truckdriver, Heavy	19.54
31364 - Truckdriver, Tractor-Trailer	19.54
99000 - Miscellaneous Occupations	
99020 - Cabin Safety Specialist	14.93
99030 - Cashier	9.31
99050 - Desk Clerk	10.94
99095 - Embalmer	23.69
99130 - Flight Follower	25.31
99251 - Laboratory Animal Caretaker I	11.83
99252 - Laboratory Animal Caretaker II	13.05
99260 - Marketing Analyst	28.41
99310 - Mortician	26.97
99410 - Pest Controller	14.32
99510 - Photofinishing Worker	11.95
99710 - Recycling Laborer	16.84
99711 - Recycling Specialist	21.23
99730 - Refuse Collector	14.66
99810 - Sales Clerk	12.58
99820 - School Crossing Guard	11.80
99830 - Survey Party Chief	20.26
99831 - Surveying Aide	12.23
99832 - Surveying Technician	18.46
99840 - Vending Machine Attendant	11.67
99841 - Vending Machine Repairer	14.81
99842 - Vending Machine Repairer Helper	11.66

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

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

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$4.27 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 5 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

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

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

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

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

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

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

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

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

2) AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

**** HAZARDOUS PAY DIFFERENTIAL ****

An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to

ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder.

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

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

**** UNIFORM ALLOWANCE ****

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

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

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

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

**** REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE, Standard Form 1444 (SF-1444) ****

Conformance Process:

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

The process for preparing a conformance request is as follows:

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

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

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