

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30				1. REQUISITION NO. 531-18-1-5075-0001		PAGE 1 OF 94	
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE		4. ORDER NO.		5. SOLICITATION NUMBER VA260-17-Q-0516	
						6. SOLICITATION ISSUE DATE 08-01-2017	
7. FOR SOLICITATION INFORMATION CALL:		a. NAME Diana Curl				b. TELEPHONE NO. (No Collect Calls) 208-429-2031	
						8. OFFER DUE DATE/LOCAL TIME 08-14-2017 17:00	
9. ISSUED BY Department of Veterans Affairs Network Contracting Office 20 960 Broadway Avenue, Suite 460 Boise ID 83706				CODE 36C260		10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED OR <input checked="" type="checkbox"/> SET ASIDE: 100 % FOR: <input checked="" type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> EDWOSB <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input type="checkbox"/> 8(A) NAICS: 562211 SIZE STANDARD: \$38.5 Million	
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input checked="" type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS Net 30		<input type="checkbox"/> 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		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 Boise VA Medical Center and Outlying Community Based Outpatient Clinics 500 West Fort Street Boise ID 83702-4501				CODE 36C260		16. ADMINISTERED BY Department of Veterans Affairs Network Contracting Office 20 960 Broadway Ave, Suite 460 Boise ID 83706	
17a. CONTRACTOR/OFFEROR		CODE		FACILITY CODE		18a. PAYMENT WILL BE MADE BY Tungsten Network FMS-VA-2(101) Financial Services Center PO Box 149971 Austin TX 78714-9971 PHONE: FAX:	
TELEPHONE NO. DUNS: DUNS+4:				18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM			
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER							
19. ITEM NO.		20. See CONTINUATION Page SCHEDULE OF SUPPLIES/SERVICES		21. QUANTITY		22. UNIT	
		Contractor shall provide Medical Waste Disposal Services to include containers, collection, disposal, and sanitization in accordance with the attached Statement of Work. PERIOD OF PERFORMANCE: BASE PERIOD: 10-01-2017 - 09-30-2018 OPTION YEAR ONE (1): 10-01-2018 - 09-30-2019 OPTION YEAR TWO (2): 10-01-2019 - 09-30-2020 OPTION YEAR THREE (3): 10-01-2020 - 09-30-2021 OPTION YEAR FOUR (4): 10-01-2021 - 09-30-2022					
		(Use Reverse and/or Attach Additional Sheets as Necessary)					
25. ACCOUNTING AND APPROPRIATION DATA See CONTINUATION Page 531-3680162-5075-856700-2542 010056100						26. TOTAL AWARD AMOUNT (For Govt. Use Only)	
<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 checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.	
<input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA						<input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED	
<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:			
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) Diana D. Curl Contracting Officer		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: TBD
- b. GOVERNMENT: Contracting Officer 36C260
- Department of Veterans Affairs
Network Contracting Office 20
960 Broadway Avenue, Suite 460
Boise ID 83706

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

☒ 52.232-33, Payment by Electronic Funds Transfer—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 ☒ Monthly

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.

Tungsten Network
FMS-VA-2(101)
Financial Services Center
PO 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

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

This solicitation includes FAR 52.219-14 Limitations on Subcontracting. 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.

B.4 PRICE/COST SCHEDULE**ITEM INFORMATION**

ITEM NUMBER	DESCRIPTION OF SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	<p>Vendor to provide for the supply and disposal of 2 gallon Sharps containers at the Boise VA Medical Center, and the Caldwell, Mountain Home, Salmon, and Twin Falls Community Based Outpatient Clinics (CBOCs). Vendor will provide for all services in accordance with the Statement of Work (SOW).</p> <p>Contract Period: Base POP Begin: 10-01-2017 POP End: 09-30-2018</p>	12	MO	_____	_____
0002	<p>Vendor to provide for the supply and disposal of 10 gallon reusable Sharps containers at the Boise VA Medical Center. Vendor will provide all services in accordance with the Statement of Work (SOW). Work is to be billed out per 10-gallon container processed.</p> <p>Contract Period: Base POP Begin: 10-01-2017 POP End: 09-30-2018</p> <p>Total for the Base Period:</p> <p>\$ _____</p>	528	EA	_____	_____

1001	<p>Vendor to provide for the supply and disposal of 2 gallon Sharps containers at the Boise VA Medical Center, and the Caldwell, Mountain Home, Salmon, and Twin Falls Community Based Outpatient Clinics (CBOCs). Vendor will provide for all services in accordance with the Statement of Work (SOW).</p> <p>Contract Period: Option 1 POP Begin: 10-01-2018 POP End: 09-30-2019</p>	12	MO	_____	_____
1002	<p>Vendor to provide for the supply and disposal of 10 gallon reusable Sharps containers at the Boise VA Medical Center. Vendor will provide all services in accordance with the Statement of Work (SOW). Work is to be billed out per 10-gallon container processed.</p> <p>Contract Period: Option 1 POP Begin: 10-01-2018 POP End: 09-30-2019</p> <p>Total for Option Year 1:</p> <p>\$ _____</p>	528	EA	_____	_____
2001	<p>Vendor to provide for the supply and disposal of 2 gallon Sharps containers at the Boise VA Medical Center, and the Caldwell, Mountain Home, Salmon, and Twin Falls Community Based Outpatient Clinics (CBOCs). Vendor will provide for all services in accordance with the Statement of Work (SOW).</p> <p>Contract Period: Option 2 POP Begin: 10-01-2019 POP End: 09-30-2020</p>	12	MO	_____	_____

2002	Vendor to provide for the supply and disposal of 10 gallon reusable Sharps containers at the Boise VA Medical Center. Vendor will provide all services in accordance with the Statement of Work (SOW). Work is to be billed out per 10-gallon container processed. Contract Period: Option 2 POP Begin: 10-01-2019 POP End: 09-30-2020 Total for Option Year 2: \$ _____	528	EA	_____	_____
3001	Vendor to provide for the supply and disposal of 2 gallon Sharps containers at the Boise VA Medical Center, and the Caldwell, Mountain Home, Salmon, and Twin Falls Community Based Outpatient Clinics (CBOCs). Vendor will provide for all services in accordance with the Statement of Work (SOW). Contract Period: Option 3 POP Begin: 10-01-2020 POP End: 09-30-2021	12	MO	_____	_____
3002	Vendor to provide for the supply and disposal of 10 gallon reusable Sharps containers at the Boise VA Medical Center. Vendor will provide all services in accordance with the Statement of Work (SOW). Work is to be billed out per 10-gallon container processed. Contract Period: Option 3 POP Begin: 10-01-2020 POP End: 09-30-2021 Total for Option Year 3: \$ _____	528	EA	_____	_____

4001	<p>Vendor to provide for the supply and disposal of 2 gallon Sharps containers at the Boise VA Medical Center, and the Caldwell, Mountain Home, Salmon, and Twin Falls Community Based Outpatient Clinics (CBOCs). Vendor will provide for all services in accordance with the Statement of Work (SOW).</p> <p>Contract Period: Option 4 POP Begin: 10-01-2021 POP End: 09-30-2022</p>	12	MO		
4002	<p>Vendor to provide for the supply and disposal of 10 gallon reusable Sharps containers at the Boise VA Medical Center. Vendor will provide all services in accordance with the Statement of Work (SOW). Work is to be billed out per 10-gallon container processed.</p> <p>Contract Period: Option 4 POP Begin: 10-01-2021 POP End: 09-30-2022</p> <p>Total for Option Year 4:</p> <p>\$ _____</p>	528	EA		

GRAND TOTAL BASE PERIOD AND ALL FOUR (4) ONE-YEAR OPTIONS: \$ _____

B.5 STATEMENT OF WORK

Statement of Work for the Boise VA Medical Center

1. DESCRIPTION OF SERVICES

The VA Medical Center, 500 W. Fort Street, Boise, Idaho, has a requirement for Sharps Medical Waste Disposal Services. “Sharps Waste” shall include hypodermic needles, syringes and scalpel blades. The term does not include any hazardous waste, radioactive waste or pharmaceuticals. The contractor shall conduct a one-time initial install of reusable sharps containers throughout the facility. Contractor shall collect, dispose and sanitize reusable sharps containers. Contractor shall provide resistant sharps containers for lease and a one-day per week, regular collection and disposal of sharps waste from the premises. Contractor shall coordinate the pickup day and time with the point of contact (POC). Contractor shall collect the sharps waste at the Dock 85 collection point. Contractor shall provide sanitized sharps containers at the time of each pickup. Contractor shall drop off the sanitized sharps containers at Dock 85.

The CBOCS at Caldwell ID, Mountain Home ID, Twin Falls ID, and Salmon ID has a requirement for Sharps Medical Waste Disposal Services. The contractor shall conduct a one-time initial install of reusable sharps containers throughout the facility. Contractor shall collect, dispose and sanitize reusable sharps containers. Contractor shall provide resistant sharps containers for lease and a one-day per month, regular collection and disposal of sharps waste from the premises. Contractor shall coordinate the pickup day and time with the point of contact (POC). Contractor shall collect the sharps waste at a designated area at each facility. Contractor shall provide sanitized sharps containers at the time of each pickup. Contractor shall drop off the sanitized sharps containers at the CBOC locations.

2. PERMITS AND INSURANCE

The contractor shall provide proof of all applicable permits and insurance certificates required under applicable federal, state, and local regulations where the service is to be performed.

3. TRAINING AND COMPLIANCE

Contractor shall warrant and represent that all personnel assigned to the premises under this contract are their employees and have been trained in the performance of the duties set forth in this contract. Contractor shall comply with the policies of the VA Medical Center, and regulations and guidelines of NIOSH, OSHA, and Center for Disease Control (CDC). Information on the regulations and guidelines can be researched at www.cdc.gov.

Upon request, the contractor shall furnish a copy of the latest OSHA, Labor of Industries, Idaho State Utilities and Transportation Commission, Public Health Department, and any other governing body training records.

4. CONTAINER ADJUSTMENT PERIOD

The Medical Center shall be allowed to request up to fifty additional containers at no additional cost, upon completion of the six-week stabilization period.

5. CONTRACT CHANGE

In the event the Medical Center requests additional services outside the original scope of this contract, a contract modification shall be issued upon completion of negotiation of the change. VAMC reserves the right to perform any portion of the contract in-house at any time during the contract period.

6. CUSTOMER RESPONSIBILITY

The VAMC will be responsible for the segregation of all waste in accordance with Federal, State and Local requirements. The VAMC will ensure that waste is properly disposed of in the sharps containers. VAMC will ensure that the containers are accessible for pick-up on the scheduled dates and secured in the contractor provided carts stored at the Boise VA Medical Center Dock 85 and at the CBOC locations specified in section 14. VAMC will be responsible for replacing the sanitized sharps container throughout the facility.

7. CONTAINERS/SUPPLIES

Contractor shall install hardware associated with the containers in patient room, exam rooms, research areas, lab areas, operating rooms, and procedure rooms. Contractor shall provide carts with casters to hold sharps required to be on the floor and holders for the two gallon sharps containers to be placed on the walls. Sharps containers shall not be put on counters. Each special function item such as, but not limited to, funnel tops, traps, wall cabinets and related hardware, shall be supplied by the contractor at no additional cost to the medical center.

- (A) Contractor shall provide a supply of 10 gallon sharps containers, so that 20 containers will be available at any time.
- (B) Wall mounted sharps containers will be billed at a flat rate, whereas, the 10 gallon floor containers shall be billed for each container taken off station for processing.

8. MANIFESTS

Contractor shall provide the manifest to the VAMC to be used at each pickup. Contractor shall be responsible for properly completing and verifying the manifest paperwork at the time of pickup. Contractor shall return signed manifest to the Boise VAMC to serve as a tracking document for transportation and disposing of sharps waste.

9. CONSULTATIONS

Contractor shall be available for consultation and education to VAMC staff on the proper use of sharps containers.

10. CONTRACTOR'S FACILITY

The VAMC reserves the right to thoroughly inspect the Contractor's facility and treatment plant to assure acceptable standards of performance.

11. UNACCEPTABLE WASTE

Contractor shall not accept any hazardous chemical waste or radioactive waste.

12. HOURS OF OPERATION

Normal Hours: Monday thru Friday, Excluding Federal Holidays, 8:00 am to 4:30 pm.

The following is a list of Federal Holidays that may affect the contractor's ability to access the Government facilities:

New Years Day

Martin Luther King, Jr. Holiday

Presidents Day

Memorial Day

Independence Day

Labor Day

Discoverers Day

Veterans Day

Thanksgiving

Christmas

13. POINT OF CONTACT

Norbert Duenas, Supervising EMS Officer, (208)422-1000 ext. 4406 / norbert.duenas@va.gov

14. CBOC Locations;

Caldwell CBOC – 120 E. Pine, Caldwell, ID 83605

Mountain Home CBOC – 815 N. 6th East, Mt. Home, ID 83647

Salmon CBOC – 705 Lena St, Salmon, ID 83467

Twin Falls CBOC – 260 2nd Avenue East, Twin Falls, ID 83301

15. SECURITY REQUIREMENTS:

The contractor employees shall not have access to VA sensitive or computer information and will not require routine access to VA Facilities. The contractor employees shall require intermittent access only and will be escorted by VA employees while at VA Facilities. No background investigation is required.

A flash badge shall be obtained from the facility HR office. The flash badge will be worn while the Contractor employee(s) is on-site and will be returned to the HR office, upon completion of that job.

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/>

<u>FAR Number</u>	<u>Title</u>	<u>Date</u>
52.202-1	DEFINITIONS	NOV 2013
52.203-3	GRATUITIES	APR 1984
52.203-17	CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS	APR 2014
52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	OCT 2010
52.204-4	PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER	MAY 2011
52.204-13	SYSTEM FOR AWARD MANAGEMENT MAINTENANCE	OCT 2016
52.204-18	COMMERCIAL AND GOVERNMENT ENTITY CODE MAINTENANCE	JUL 2016
52.204-19	INCORPORATION BY REFERENCE OF REPRESENTATIONS AND CERTIFICATIONS	DEC 2014
52.212-4	CONTRACT TERMS AND CONDITIONS—COMMERCIAL ITEMS	JAN 2017
52.223-6	DRUG-FREE WORKPLACE	MAY 2001
52.229-3	FEDERAL, STATE, AND LOCAL TAXES	FEB 2013
52.232-18	AVAILABILITY OF FUNDS	APR 1984
52.232-39	UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS	JUN 2013
52.232-40	PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS	DEC 2013
52.233-3	PROTEST AFTER AWARD	AUG 1996
52.237-2	PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATION	APR 1984
52.242-13	BANKRUPTCY	JUL 1995
52.246-4	INSPECTION OF SERVICES—FIXED-PRICE	AUG 1996
52.246-25	LIMITATION OF LIABILITY—SERVICES	FEB 1997
52.253-1	COMPUTER GENERATED FORMS	JAN 1991

(End of Clause)

C.2 52.203-99 PROHIBITION ON CONTRACTING WITH ENTITIES THAT REQUIRE CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS (DEVIATION) (FEB 2015)

(a) The Contractor shall not require employees or contractors seeking to report fraud, waste, or abuse to sign or comply with 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.

(b) The contractor shall notify employees that the prohibitions and restrictions of any internal confidentiality agreements covered by this clause are no longer in effect.

(c) The prohibition in paragraph (a) of this clause 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.

(d)(1) In accordance with section 743 of Division E, Title VII, of the Consolidated and Further Continuing Resolution Appropriations Act, 2015 (Pub. L. 113-235), use of funds appropriated (or otherwise made available) under that or any other Act may be prohibited, if the Government determines that the Contractor is not in compliance with the provisions of this clause.

(2) The Government may seek any available remedies in the event the contractor fails to comply with the provisions of this clause.

(End of Clause)

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

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

The specified rates under this clause will be those rates in effect under the contract each time an option is exercised under this clause.

(End of Clause)

C.4 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 30 days of the contract expiration date; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

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

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed five (5) years.

(End of Clause)

C.5 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.6 VAAR 852.215-71 EVALUATION FACTOR COMMITMENTS (DEC 2009)

The offeror agrees, if awarded a contract, to use the service-disabled veteran-owned small businesses or veteran-owned small businesses proposed as subcontractors in accordance with 852.215-70, Service-Disabled Veteran-Owned and Veteran-Owned Small Business Evaluation Factors, or to substitute one or more service-disabled veteran-owned small businesses or veteran-owned small businesses for subcontract work of the same or similar value.

(End of Clause)

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

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

(1) *Contract financing payment* has the meaning given in FAR 32.001.

(2) *Designated agency office* has the meaning given in 5 CFR 1315.2(m).

(3) *Electronic form* means an automated system transmitting information electronically according to the

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(End of Clause)

C.8 VAAR 852.237-70 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 Idaho. 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)

(End of Addendum to 52.212-4)

C.9 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).

The information below is for informational purposes only. This information does not constitute a wage determination.

Employee Class
Recycling Worker

Monetary Wage-Fringe Benefits
WG-05/\$16.67 Hour

☒ (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

D.1 Wage Determination 2015-5503, Rev. 1, Dtd. 01-17-2017-Ada County & Canyon County Boise VAMC and Caldwell CBOC

WD 15-5503 (Rev.-1) was first posted on www.wdol.gov on 01/24/2017

REGISTER OF WAGE DETERMINATIONS UNDER THE SERVICE CONTRACT ACT By direction of the Secretary of Labor	U.S. DEPARTMENT OF LABOR EMPLOYMENT STANDARDS ADMINISTRATION WAGE AND HOUR DIVISION WASHINGTON D.C. 20210
Daniel W. Simms Director	Division of Wage Determinations
	Wage Determination No.: 2015-5503 Revision No.: 1 Date Of Revision: 01/17/2017

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: Idaho

Area: Idaho Counties of Ada, Boise, Canyon, Gem, Owyhee

Fringe Benefits Required Follow the Occupational Listing		
OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		13.13
01012 - Accounting Clerk II		14.73
01013 - Accounting Clerk III		16.49
01020 - Administrative Assistant		18.88
01035 - Court Reporter		22.66
01041 - Customer Service Representative I		10.67
01042 - Customer Service Representative II		12.00
01043 - Customer Service Representative III		13.09
01051 - Data Entry Operator I		11.51
01052 - Data Entry Operator II		12.57
01060 - Dispatcher, Motor Vehicle		18.20
01070 - Document Preparation Clerk		14.34
01090 - Duplicating Machine Operator		14.34
01111 - General Clerk I		12.29
01112 - General Clerk II		13.41
01113 - General Clerk III		15.05
01120 - Housing Referral Assistant		17.96
01141 - Messenger Courier		11.46

01191 - Order Clerk I	16.24
01192 - Order Clerk II	17.72
01261 - Personnel Assistant (Employment) I	14.91
01262 - Personnel Assistant (Employment) II	16.67
01263 - Personnel Assistant (Employment) III	18.58
01270 - Production Control Clerk	18.51
01290 - Rental Clerk	12.35
01300 - Scheduler, Maintenance	14.40
01311 - Secretary I	14.40
01312 - Secretary II	16.12
01313 - Secretary III	17.96
01320 - Service Order Dispatcher	16.49
01410 - Supply Technician	18.88
01420 - Survey Worker	12.54
01460 - Switchboard Operator/Receptionist	12.66
01531 - Travel Clerk I	12.32
01532 - Travel Clerk II	12.92
01533 - Travel Clerk III	14.02
01611 - Word Processor I	13.05
01612 - Word Processor II	14.64
01613 - Word Processor III	16.39
05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer, Fiberglass	18.91
05010 - Automotive Electrician	15.87
05040 - Automotive Glass Installer	15.66
05070 - Automotive Worker	15.48
05110 - Mobile Equipment Servicer	12.65
05130 - Motor Equipment Metal Mechanic	17.41
05160 - Motor Equipment Metal Worker	15.48
05190 - Motor Vehicle Mechanic	17.41
05220 - Motor Vehicle Mechanic Helper	12.65
05250 - Motor Vehicle Upholstery Worker	14.63
05280 - Motor Vehicle Wrecker	15.48
05310 - Painter, Automotive	16.53
05340 - Radiator Repair Specialist	16.35
05370 - Tire Repairer	11.02
05400 - Transmission Repair Specialist	17.41
07000 - Food Preparation And Service Occupations	
07010 - Baker	11.89
07041 - Cook I	10.78
07042 - Cook II	12.51
07070 - Dishwasher	8.57
07130 - Food Service Worker	9.41
07210 - Meat Cutter	16.04
07260 - Waiter/Waitress	8.92
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	13.60
09040 - Furniture Handler	10.99
09080 - Furniture Refinisher	13.05
09090 - Furniture Refinisher Helper	11.51
09110 - Furniture Repairer, Minor	11.54
09130 - Upholsterer	12.83
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	9.85
11060 - Elevator Operator	9.85
11090 - Gardener	15.70
11122 - Housekeeping Aide	11.06
11150 - Janitor	11.06

11210 - Laborer, Grounds Maintenance	12.72
11240 - Maid or Houseman	9.68
11260 - Pruner	11.15
11270 - Tractor Operator	15.49
11330 - Trail Maintenance Worker	12.72
11360 - Window Cleaner	12.32
12000 - Health Occupations	
12010 - Ambulance Driver	16.58
12011 - Breath Alcohol Technician	16.58
12012 - Certified Occupational Therapist Assistant	26.84
12015 - Certified Physical Therapist Assistant	21.99
12020 - Dental Assistant	16.43
12025 - Dental Hygienist	34.77
12030 - EKG Technician	27.40
12035 - Electroneurodiagnostic Technologist	27.40
12040 - Emergency Medical Technician	16.58
12071 - Licensed Practical Nurse I	15.43
12072 - Licensed Practical Nurse II	17.27
12073 - Licensed Practical Nurse III	19.24
12100 - Medical Assistant	14.79
12130 - Medical Laboratory Technician	17.53
12160 - Medical Record Clerk	14.82
12190 - Medical Record Technician	16.58
12195 - Medical Transcriptionist	16.47
12210 - Nuclear Medicine Technologist	35.53
12221 - Nursing Assistant I	10.66
12222 - Nursing Assistant II	11.99
12223 - Nursing Assistant III	13.08
12224 - Nursing Assistant IV	14.66
12235 - Optical Dispenser	16.24
12236 - Optical Technician	14.50
12250 - Pharmacy Technician	15.76
12280 - Phlebotomist	14.66
12305 - Radiologic Technologist	24.29
12311 - Registered Nurse I	22.72
12312 - Registered Nurse II	27.78
12313 - Registered Nurse II, Specialist	27.78
12314 - Registered Nurse III	33.61
12315 - Registered Nurse III, Anesthetist	33.61
12316 - Registered Nurse IV	40.02
12317 - Scheduler (Drug and Alcohol Testing)	20.53
12320 - Substance Abuse Treatment Counselor	19.72
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	16.36
13012 - Exhibits Specialist II	20.27
13013 - Exhibits Specialist III	24.80
13041 - Illustrator I	16.36
13042 - Illustrator II	20.27
13043 - Illustrator III	24.80
13047 - Librarian	22.59
13050 - Library Aide/Clerk	13.53
13054 - Library Information Technology Systems Administrator	20.57
13058 - Library Technician	13.31
13061 - Media Specialist I	14.72
13062 - Media Specialist II	16.48
13063 - Media Specialist III	18.36
13071 - Photographer I	13.38

13072 - Photographer II	16.76
13073 - Photographer III	18.78
13074 - Photographer IV	23.09
13075 - Photographer V	28.39
13090 - Technical Order Library Clerk	15.49
13110 - Video Teleconference Technician	19.92
14000 - Information Technology Occupations	
14041 - Computer Operator I	14.69
14042 - Computer Operator II	16.43
14043 - Computer Operator III	18.32
14044 - Computer Operator IV	20.50
14045 - Computer Operator V	22.54
14071 - Computer Programmer I (see 1)	17.66
14072 - Computer Programmer II (see 1)	22.88
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	14.69
14160 - Personal Computer Support Technician	20.50
14170 - System Support Specialist	21.24
15000 - Instructional Occupations	
15010 - Aircrew Training Devices Instructor (Non-Rated)	27.58
15020 - Aircrew Training Devices Instructor (Rated)	33.36
15030 - Air Crew Training Devices Instructor (Pilot)	36.79
15050 - Computer Based Training Specialist / Instructor	27.58
15060 - Educational Technologist	22.81
15070 - Flight Instructor (Pilot)	36.79
15080 - Graphic Artist	18.46
15085 - Maintenance Test Pilot, Fixed, Jet/Prop	36.79
15086 - Maintenance Test Pilot, Rotary Wing	36.79
15088 - Non-Maintenance Test/Co-Pilot	36.79
15090 - Technical Instructor	18.84
15095 - Technical Instructor/Course Developer	23.04
15110 - Test Proctor	15.21
15120 - Tutor	15.21
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations	
16010 - Assembler	9.45
16030 - Counter Attendant	9.45
16040 - Dry Cleaner	11.26
16070 - Finisher, Flatwork, Machine	9.45
16090 - Presser, Hand	9.45
16110 - Presser, Machine, Drycleaning	9.45
16130 - Presser, Machine, Shirts	9.45
16160 - Presser, Machine, Wearing Apparel, Laundry	9.45
16190 - Sewing Machine Operator	11.88
16220 - Tailor	12.54
16250 - Washer, Machine	9.89
19000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	16.40
19040 - Tool And Die Maker	24.56
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	14.25
21030 - Material Coordinator	18.51
21040 - Material Expediter	18.51
21050 - Material Handling Laborer	11.94
21071 - Order Filler	11.95

21080 - Production Line Worker (Food Processing)	14.25
21110 - Shipping Packer	12.93
21130 - Shipping/Receiving Clerk	12.93
21140 - Store Worker I	11.05
21150 - Stock Clerk	15.87
21210 - Tools And Parts Attendant	14.25
21410 - Warehouse Specialist	14.25
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	23.32
23019 - Aircraft Logs and Records Technician	18.29
23021 - Aircraft Mechanic I	22.21
23022 - Aircraft Mechanic II	23.32
23023 - Aircraft Mechanic III	24.49
23040 - Aircraft Mechanic Helper	14.99
23050 - Aircraft, Painter	20.91
23060 - Aircraft Servicer	18.29
23070 - Aircraft Survival Flight Equipment Technician	20.91
23080 - Aircraft Worker	19.36
23091 - Aircrew Life Support Equipment (ALSE) Mechanic I	19.36
23092 - Aircrew Life Support Equipment (ALSE) Mechanic II	22.21
23110 - Appliance Mechanic	17.03
23120 - Bicycle Repairer	11.25
23125 - Cable Splicer	32.74
23130 - Carpenter, Maintenance	17.46
23140 - Carpet Layer	19.20
23160 - Electrician, Maintenance	22.40
23181 - Electronics Technician Maintenance I	21.33
23182 - Electronics Technician Maintenance II	22.66
23183 - Electronics Technician Maintenance III	26.15
23260 - Fabric Worker	18.22
23290 - Fire Alarm System Mechanic	20.48
23310 - Fire Extinguisher Repairer	16.86
23311 - Fuel Distribution System Mechanic	21.65
23312 - Fuel Distribution System Operator	17.67
23370 - General Maintenance Worker	16.45
23380 - Ground Support Equipment Mechanic	22.21
23381 - Ground Support Equipment Servicer	18.29
23382 - Ground Support Equipment Worker	19.36
23391 - Gunsmith I	16.86
23392 - Gunsmith II	19.42
23393 - Gunsmith III	22.55
23410 - Heating, Ventilation And Air-Conditioning Mechanic	18.73
23411 - Heating, Ventilation And Air Conditioning Mechanic (Research Facility)	19.77
23430 - Heavy Equipment Mechanic	20.48
23440 - Heavy Equipment Operator	19.16
23460 - Instrument Mechanic	22.53
23465 - Laboratory/Shelter Mechanic	20.61
23470 - Laborer	11.94
23510 - Locksmith	19.23
23530 - Machinery Maintenance Mechanic	22.06
23550 - Machinist, Maintenance	19.18
23580 - Maintenance Trades Helper	13.09
23591 - Metrology Technician I	22.53
23592 - Metrology Technician II	23.66

23593 - Metrology Technician III	24.78
23640 - Millwright	22.55
23710 - Office Appliance Repairer	18.11
23760 - Painter, Maintenance	16.06
23790 - Pipefitter, Maintenance	23.91
23810 - Plumber, Maintenance	21.51
23820 - Pneudraulic Systems Mechanic	22.55
23850 - Rigger	22.55
23870 - Scale Mechanic	19.42
23890 - Sheet-Metal Worker, Maintenance	21.66
23910 - Small Engine Mechanic	15.96
23931 - Telecommunications Mechanic I	25.37
23932 - Telecommunications Mechanic II	26.95
23950 - Telephone Lineman	22.37
23960 - Welder, Combination, Maintenance	16.65
23965 - Well Driller	20.48
23970 - Woodcraft Worker	22.55
23980 - Woodworker	15.71
24000 - Personal Needs Occupations	
24550 - Case Manager	13.29
24570 - Child Care Attendant	8.80
24580 - Child Care Center Clerk	12.47
24610 - Chore Aide	9.77
24620 - Family Readiness And Support Services Coordinator	13.29
24630 - Homemaker	11.21
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	21.82
25040 - Sewage Plant Operator	16.81
25070 - Stationary Engineer	21.82
25190 - Ventilation Equipment Tender	15.35
25210 - Water Treatment Plant Operator	16.81
27000 - Protective Service Occupations	
27004 - Alarm Monitor	17.67
27007 - Baggage Inspector	13.20
27008 - Corrections Officer	18.72
27010 - Court Security Officer	19.91
27030 - Detection Dog Handler	15.80
27040 - Detention Officer	18.72
27070 - Firefighter	18.98
27101 - Guard I	13.20
27102 - Guard II	15.80
27131 - Police Officer I	24.49
27132 - Police Officer II	27.20
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	12.03
28042 - Carnival Equipment Repairer	14.41
28043 - Carnival Worker	10.11
28210 - Gate Attendant/Gate Tender	14.60
28310 - Lifeguard	11.34
28350 - Park Attendant (Aide)	15.36
28510 - Recreation Aide/Health Facility Attendant	11.92
28515 - Recreation Specialist	16.36
28630 - Sports Official	13.01
28690 - Swimming Pool Operator	17.28
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	19.92
29020 - Hatch Tender	19.92

29030 - Line Handler	19.92
29041 - Stevedore I	18.67
29042 - Stevedore II	21.15
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	36.92
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	25.46
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	28.04
30021 - Archeological Technician I	17.79
30022 - Archeological Technician II	20.76
30023 - Archeological Technician III	24.38
30030 - Cartographic Technician	24.39
30040 - Civil Engineering Technician	24.19
30051 - Cryogenic Technician I	21.68
30052 - Cryogenic Technician II	23.95
30061 - Drafter/CAD Operator I	17.59
30062 - Drafter/CAD Operator II	20.76
30063 - Drafter/CAD Operator III	21.94
30064 - Drafter/CAD Operator IV	25.54
30081 - Engineering Technician I	13.93
30082 - Engineering Technician II	15.62
30083 - Engineering Technician III	18.43
30084 - Engineering Technician IV	21.66
30085 - Engineering Technician V	26.49
30086 - Engineering Technician VI	30.94
30090 - Environmental Technician	24.03
30095 - Evidence Control Specialist	19.58
30210 - Laboratory Technician	20.67
30221 - Latent Fingerprint Technician I	23.08
30222 - Latent Fingerprint Technician II	25.49
30240 - Mathematical Technician	24.45
30361 - Paralegal/Legal Assistant I	17.30
30362 - Paralegal/Legal Assistant II	21.42
30363 - Paralegal/Legal Assistant III	26.20
30364 - Paralegal/Legal Assistant IV	31.71
30375 - Petroleum Supply Specialist	23.95
30390 - Photo-Optics Technician	24.45
30395 - Radiation Control Technician	23.95
30461 - Technical Writer I	22.89
30462 - Technical Writer II	28.00
30463 - Technical Writer III	30.53
30491 - Unexploded Ordnance (UXO) Technician I	23.46
30492 - Unexploded Ordnance (UXO) Technician II	28.39
30493 - Unexploded Ordnance (UXO) Technician III	34.03
30494 - Unexploded (UXO) Safety Escort	23.46
30495 - Unexploded (UXO) Sweep Personnel	23.46
30501 - Weather Forecaster I	25.54
30502 - Weather Forecaster II	31.07
30620 - Weather Observer, Combined Upper Air Or (see 2)	21.57
Surface Programs	
30621 - Weather Observer, Senior (see 2)	23.97
31000 - Transportation/Mobile Equipment Operation Occupations	
31010 - Airplane Pilot	28.39
31020 - Bus Aide	10.06
31030 - Bus Driver	12.58
31043 - Driver Courier	12.40
31260 - Parking and Lot Attendant	9.37
31290 - Shuttle Bus Driver	13.52
31310 - Taxi Driver	10.76

31361 - Truckdriver, Light	13.52
31362 - Truckdriver, Medium	14.62
31363 - Truckdriver, Heavy	17.63
31364 - Truckdriver, Tractor-Trailer	17.63
99000 - Miscellaneous Occupations	
99020 - Cabin Safety Specialist	13.84
99030 - Cashier	9.14
99050 - Desk Clerk	9.20
99095 - Embalmer	25.86
99130 - Flight Follower	23.46
99251 - Laboratory Animal Caretaker I	10.89
99252 - Laboratory Animal Caretaker II	11.88
99260 - Marketing Analyst	25.96
99310 - Mortician	25.86
99410 - Pest Controller	16.64
99510 - Photofinishing Worker	13.32
99710 - Recycling Laborer	17.56
99711 - Recycling Specialist	19.88
99730 - Refuse Collector	15.39
99810 - Sales Clerk	11.95
99820 - School Crossing Guard	11.85
99830 - Survey Party Chief	22.30
99831 - Surveying Aide	15.11
99832 - Surveying Technician	20.27
99840 - Vending Machine Attendant	12.67
99841 - Vending Machine Repairer	16.29
99842 - Vending Machine Repairer Helper	12.24

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)).

D.2 Wage Determination 2015-5513, Rev. 1, Dtd. 01-17-2017-Elmore County Mountain Home CBOC

WD 15-5513 (Rev.-1) was first posted on www.wdol.gov on 01/24/2017

REGISTER OF WAGE DETERMINATIONS UNDER THE SERVICE CONTRACT ACT By direction of the Secretary of Labor	U.S. DEPARTMENT OF LABOR EMPLOYMENT STANDARDS ADMINISTRATION WAGE AND HOUR DIVISION WASHINGTON D.C. 20210
Daniel W. Simms Director	Division of Wage Determinations
	Wage Determination No.: 2015-5513 Revision No.: 1 Date Of Revision: 01/17/2017

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: Idaho

Area: Idaho Counties of Adams, Elmore, Payette, Valley, Washington

Fringe Benefits Required Follow the Occupational Listing		
OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		12.27
01012 - Accounting Clerk II		13.83
01013 - Accounting Clerk III		15.09
01020 - Administrative Assistant		17.27
01035 - Court Reporter		22.66
01041 - Customer Service Representative I		10.17
01042 - Customer Service Representative II		11.44
01043 - Customer Service Representative III		12.48
01051 - Data Entry Operator I		11.51
01052 - Data Entry Operator II		12.57
01060 - Dispatcher, Motor Vehicle		17.87
01070 - Document Preparation Clerk		14.34
01090 - Duplicating Machine Operator		14.34
01111 - General Clerk I		12.29
01112 - General Clerk II		13.41
01113 - General Clerk III		15.05
01120 - Housing Referral Assistant		17.37
01141 - Messenger Courier		10.69
01191 - Order Clerk I		14.76
01192 - Order Clerk II		16.11
01261 - Personnel Assistant (Employment) I		13.55
01262 - Personnel Assistant (Employment) II		15.15
01263 - Personnel Assistant (Employment) III		16.89

01270 - Production Control Clerk	18.51
01290 - Rental Clerk	13.28
01300 - Scheduler, Maintenance	13.93
01311 - Secretary I	13.93
01312 - Secretary II	15.58
01313 - Secretary III	17.37
01320 - Service Order Dispatcher	16.49
01410 - Supply Technician	17.16
01420 - Survey Worker	12.54
01460 - Switchboard Operator/Receptionist	12.57
01531 - Travel Clerk I	12.32
01532 - Travel Clerk II	12.92
01533 - Travel Clerk III	14.02
01611 - Word Processor I	13.03
01612 - Word Processor II	13.92
01613 - Word Processor III	15.58
05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer, Fiberglass	17.65
05010 - Automotive Electrician	14.43
05040 - Automotive Glass Installer	14.24
05070 - Automotive Worker	14.07
05110 - Mobile Equipment Servicer	11.50
05130 - Motor Equipment Metal Mechanic	15.83
05160 - Motor Equipment Metal Worker	14.07
05190 - Motor Vehicle Mechanic	15.83
05220 - Motor Vehicle Mechanic Helper	11.50
05250 - Motor Vehicle Upholstery Worker	13.30
05280 - Motor Vehicle Wrecker	14.07
05310 - Painter, Automotive	15.03
05340 - Radiator Repair Specialist	15.27
05370 - Tire Repairer	11.02
05400 - Transmission Repair Specialist	15.83
07000 - Food Preparation And Service Occupations	
07010 - Baker	11.89
07041 - Cook I	9.80
07042 - Cook II	11.37
07070 - Dishwasher	8.55
07130 - Food Service Worker	9.41
07210 - Meat Cutter	14.58
07260 - Waiter/Waitress	8.63
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	14.96
09040 - Furniture Handler	12.09
09080 - Furniture Refinisher	14.36
09090 - Furniture Refinisher Helper	12.66
09110 - Furniture Repairer, Minor	12.69
09130 - Upholsterer	14.11
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	9.85
11060 - Elevator Operator	9.85
11090 - Gardener	14.82
11122 - Housekeeping Aide	11.06
11150 - Janitor	11.06
11210 - Laborer, Grounds Maintenance	11.56
11240 - Maid or Houseman	9.68
11260 - Pruner	10.14
11270 - Tractor Operator	14.11
11330 - Trail Maintenance Worker	11.56

11360 - Window Cleaner	12.19
12000 - Health Occupations	
12010 - Ambulance Driver	16.49
12011 - Breath Alcohol Technician	16.97
12012 - Certified Occupational Therapist Assistant	24.40
12015 - Certified Physical Therapist Assistant	24.19
12020 - Dental Assistant	16.17
12025 - Dental Hygienist	34.06
12030 - EKG Technician	25.70
12035 - Electroneurodiagnostic Technologist	25.70
12040 - Emergency Medical Technician	16.49
12071 - Licensed Practical Nurse I	15.16
12072 - Licensed Practical Nurse II	16.97
12073 - Licensed Practical Nurse III	18.91
12100 - Medical Assistant	14.79
12130 - Medical Laboratory Technician	17.53
12160 - Medical Record Clerk	13.47
12190 - Medical Record Technician	21.16
12195 - Medical Transcriptionist	15.16
12210 - Nuclear Medicine Technologist	35.53
12221 - Nursing Assistant I	10.66
12222 - Nursing Assistant II	11.99
12223 - Nursing Assistant III	13.08
12224 - Nursing Assistant IV	14.66
12235 - Optical Dispenser	16.24
12236 - Optical Technician	14.50
12250 - Pharmacy Technician	16.28
12280 - Phlebotomist	14.66
12305 - Radiologic Technologist	25.05
12311 - Registered Nurse I	23.16
12312 - Registered Nurse II	28.33
12313 - Registered Nurse II, Specialist	28.33
12314 - Registered Nurse III	34.28
12315 - Registered Nurse III, Anesthetist	34.28
12316 - Registered Nurse IV	41.09
12317 - Scheduler (Drug and Alcohol Testing)	21.01
12320 - Substance Abuse Treatment Counselor	21.01
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	16.36
13012 - Exhibits Specialist II	20.27
13013 - Exhibits Specialist III	24.80
13041 - Illustrator I	16.36
13042 - Illustrator II	20.27
13043 - Illustrator III	24.80
13047 - Librarian	22.59
13050 - Library Aide/Clerk	13.53
13054 - Library Information Technology Systems Administrator	20.57
13058 - Library Technician	13.31
13061 - Media Specialist I	14.72
13062 - Media Specialist II	16.48
13063 - Media Specialist III	18.36
13071 - Photographer I	13.84
13072 - Photographer II	16.76
13073 - Photographer III	19.18
13074 - Photographer IV	23.46
13075 - Photographer V	28.39
13090 - Technical Order Library Clerk	15.49

13110 - Video Teleconference Technician	18.11
14000 - Information Technology Occupations	
14041 - Computer Operator I	14.69
14042 - Computer Operator II	16.43
14043 - Computer Operator III	18.32
14044 - Computer Operator IV	20.50
14045 - Computer Operator V	22.54
14071 - Computer Programmer I (see 1)	17.62
14072 - Computer Programmer II (see 1)	22.88
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	14.69
14160 - Personal Computer Support Technician	20.50
14170 - System Support Specialist	21.24
15000 - Instructional Occupations	
15010 - Aircrew Training Devices Instructor (Non-Rated)	27.58
15020 - Aircrew Training Devices Instructor (Rated)	33.36
15030 - Air Crew Training Devices Instructor (Pilot)	36.70
15050 - Computer Based Training Specialist / Instructor	27.58
15060 - Educational Technologist	20.74
15070 - Flight Instructor (Pilot)	36.70
15080 - Graphic Artist	20.31
15085 - Maintenance Test Pilot, Fixed, Jet/Prop	36.70
15086 - Maintenance Test Pilot, Rotary Wing	36.70
15088 - Non-Maintenance Test/Co-Pilot	36.70
15090 - Technical Instructor	18.36
15095 - Technical Instructor/Course Developer	22.46
15110 - Test Proctor	14.79
15120 - Tutor	14.79
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations	
16010 - Assembler	9.45
16030 - Counter Attendant	9.45
16040 - Dry Cleaner	11.26
16070 - Finisher, Flatwork, Machine	9.45
16090 - Presser, Hand	9.45
16110 - Presser, Machine, Drycleaning	9.45
16130 - Presser, Machine, Shirts	9.45
16160 - Presser, Machine, Wearing Apparel, Laundry	9.45
16190 - Sewing Machine Operator	11.88
16220 - Tailor	12.54
16250 - Washer, Machine	9.89
19000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	16.40
19040 - Tool And Die Maker	24.47
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	14.25
21030 - Material Coordinator	19.66
21040 - Material Expediter	19.66
21050 - Material Handling Laborer	11.94
21071 - Order Filler	11.95
21080 - Production Line Worker (Food Processing)	14.25
21110 - Shipping Packer	14.16
21130 - Shipping/Receiving Clerk	14.16
21140 - Store Worker I	11.05
21150 - Stock Clerk	15.87

21210 - Tools And Parts Attendant	14.25
21410 - Warehouse Specialist	14.25
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	23.32
23019 - Aircraft Logs and Records Technician	18.29
23021 - Aircraft Mechanic I	22.21
23022 - Aircraft Mechanic II	23.32
23023 - Aircraft Mechanic III	24.49
23040 - Aircraft Mechanic Helper	14.99
23050 - Aircraft, Painter	20.91
23060 - Aircraft Servicer	18.29
23070 - Aircraft Survival Flight Equipment Technician	20.91
23080 - Aircraft Worker	19.36
23091 - Aircrew Life Support Equipment (ALSE) Mechanic I	19.36
23092 - Aircrew Life Support Equipment (ALSE) Mechanic II	22.21
23110 - Appliance Mechanic	18.73
23120 - Bicycle Repairer	11.25
23125 - Cable Splicer	29.76
23130 - Carpenter, Maintenance	17.46
23140 - Carpet Layer	19.20
23160 - Electrician, Maintenance	22.55
23181 - Electronics Technician Maintenance I	21.33
23182 - Electronics Technician Maintenance II	22.66
23183 - Electronics Technician Maintenance III	26.15
23260 - Fabric Worker	17.77
23290 - Fire Alarm System Mechanic	20.48
23310 - Fire Extinguisher Repairer	16.45
23311 - Fuel Distribution System Mechanic	21.65
23312 - Fuel Distribution System Operator	17.67
23370 - General Maintenance Worker	18.10
23380 - Ground Support Equipment Mechanic	22.21
23381 - Ground Support Equipment Servicer	18.29
23382 - Ground Support Equipment Worker	19.36
23391 - Gunsmith I	16.45
23392 - Gunsmith II	18.95
23393 - Gunsmith III	21.89
23410 - Heating, Ventilation And Air-Conditioning Mechanic	20.48
23411 - Heating, Ventilation And Air Conditioning Mechanic (Research Facility)	19.43
23430 - Heavy Equipment Mechanic	20.48
23440 - Heavy Equipment Operator	20.48
23460 - Instrument Mechanic	21.46
23465 - Laboratory/Shelter Mechanic	20.13
23470 - Laborer	11.94
23510 - Locksmith	19.23
23530 - Machinery Maintenance Mechanic	21.64
23550 - Machinist, Maintenance	17.44
23580 - Maintenance Trades Helper	14.40
23591 - Metrology Technician I	21.46
23592 - Metrology Technician II	22.65
23593 - Metrology Technician III	23.66
23640 - Millwright	22.43
23710 - Office Appliance Repairer	19.23
23760 - Painter, Maintenance	17.24
23790 - Pipefitter, Maintenance	21.74

23810 - Plumber, Maintenance	20.13
23820 - Pneudraulic Systems Mechanic	21.89
23850 - Rigger	21.88
23870 - Scale Mechanic	18.95
23890 - Sheet-Metal Worker, Maintenance	21.46
23910 - Small Engine Mechanic	15.96
23931 - Telecommunications Mechanic I	23.06
23932 - Telecommunications Mechanic II	24.50
23950 - Telephone Lineman	21.46
23960 - Welder, Combination, Maintenance	17.24
23965 - Well Driller	20.48
23970 - Woodcraft Worker	21.89
23980 - Woodworker	15.71
24000 - Personal Needs Occupations	
24550 - Case Manager	12.08
24570 - Child Care Attendant	8.80
24580 - Child Care Center Clerk	12.47
24610 - Chore Aide	9.97
24620 - Family Readiness And Support Services Coordinator	12.08
24630 - Homemaker	11.21
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	21.46
25040 - Sewage Plant Operator	15.28
25070 - Stationary Engineer	21.46
25190 - Ventilation Equipment Tender	15.08
25210 - Water Treatment Plant Operator	15.28
27000 - Protective Service Occupations	
27004 - Alarm Monitor	16.88
27007 - Baggage Inspector	13.20
27008 - Corrections Officer	18.72
27010 - Court Security Officer	19.91
27030 - Detection Dog Handler	15.80
27040 - Detention Officer	18.72
27070 - Firefighter	18.98
27101 - Guard I	13.20
27102 - Guard II	15.80
27131 - Police Officer I	22.26
27132 - Police Officer II	24.74
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	11.94
28042 - Carnival Equipment Repairer	14.41
28043 - Carnival Worker	10.11
28210 - Gate Attendant/Gate Tender	14.60
28310 - Lifeguard	11.34
28350 - Park Attendant (Aide)	15.36
28510 - Recreation Aide/Health Facility Attendant	11.92
28515 - Recreation Specialist	15.92
28630 - Sports Official	13.01
28690 - Swimming Pool Operator	19.01
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	19.42
29020 - Hatch Tender	19.42
29030 - Line Handler	19.42
29041 - Stevedore I	17.77
29042 - Stevedore II	20.13
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	36.92

30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	25.46
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	28.04
30021 - Archeological Technician I	17.79
30022 - Archeological Technician II	20.76
30023 - Archeological Technician III	24.38
30030 - Cartographic Technician	24.39
30040 - Civil Engineering Technician	22.41
30051 - Cryogenic Technician I	21.24
30052 - Cryogenic Technician II	23.46
30061 - Drafter/CAD Operator I	17.59
30062 - Drafter/CAD Operator II	20.76
30063 - Drafter/CAD Operator III	21.94
30064 - Drafter/CAD Operator IV	25.54
30081 - Engineering Technician I	13.93
30082 - Engineering Technician II	15.62
30083 - Engineering Technician III	18.43
30084 - Engineering Technician IV	21.66
30085 - Engineering Technician V	26.49
30086 - Engineering Technician VI	30.94
30090 - Environmental Technician	22.32
30095 - Evidence Control Specialist	19.18
30210 - Laboratory Technician	20.26
30221 - Latent Fingerprint Technician I	21.24
30222 - Latent Fingerprint Technician II	23.46
30240 - Mathematical Technician	24.45
30361 - Paralegal/Legal Assistant I	16.96
30362 - Paralegal/Legal Assistant II	21.01
30363 - Paralegal/Legal Assistant III	25.70
30364 - Paralegal/Legal Assistant IV	31.10
30375 - Petroleum Supply Specialist	23.46
30390 - Photo-Optics Technician	24.45
30395 - Radiation Control Technician	23.46
30461 - Technical Writer I	20.81
30462 - Technical Writer II	25.45
30463 - Technical Writer III	27.75
30491 - Unexploded Ordnance (UXO) Technician I	23.46
30492 - Unexploded Ordnance (UXO) Technician II	28.39
30493 - Unexploded Ordnance (UXO) Technician III	34.03
30494 - Unexploded (UXO) Safety Escort	23.46
30495 - Unexploded (UXO) Sweep Personnel	23.46
30501 - Weather Forecaster I	25.54
30502 - Weather Forecaster II	31.07
30620 - Weather Observer, Combined Upper Air Or (see 2)	21.57
Surface Programs	
30621 - Weather Observer, Senior (see 2)	23.97
31000 - Transportation/Mobile Equipment Operation Occupations	
31010 - Airplane Pilot	28.39
31020 - Bus Aide	11.01
31030 - Bus Driver	13.84
31043 - Driver Courier	12.69
31260 - Parking and Lot Attendant	9.56
31290 - Shuttle Bus Driver	13.85
31310 - Taxi Driver	10.76
31361 - Truckdriver, Light	13.85
31362 - Truckdriver, Medium	14.96
31363 - Truckdriver, Heavy	16.72
31364 - Truckdriver, Tractor-Trailer	16.72
99000 - Miscellaneous Occupations	

99020 - Cabin Safety Specialist	13.84
99030 - Cashier	9.03
99050 - Desk Clerk	9.20
99095 - Embalmer	25.86
99130 - Flight Follower	23.46
99251 - Laboratory Animal Caretaker I	10.89
99252 - Laboratory Animal Caretaker II	11.88
99260 - Marketing Analyst	21.24
99310 - Mortician	25.86
99410 - Pest Controller	18.30
99510 - Photofinishing Worker	13.32
99710 - Recycling Laborer	15.96
99711 - Recycling Specialist	18.07
99730 - Refuse Collector	13.99
99810 - Sales Clerk	11.95
99820 - School Crossing Guard	12.60
99830 - Survey Party Chief	20.27
99831 - Surveying Aide	13.74
99832 - Surveying Technician	18.43
99840 - Vending Machine Attendant	12.67
99841 - Vending Machine Repairer	16.29
99842 - Vending Machine Repairer Helper	12.24

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)).

D.3 Wage Determination 2015-5515, Rev. 1, Dtd. 01-17-2017-Twin Falls County Twin Falls CBOC

WD 15-5515 (Rev.-1) was first posted on www.wdol.gov on 01/24/2017

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
	Wage Determination No.: 2015-5515
Daniel W. Simms	Revision No.: 1
Director	Date Of Revision: 01/17/2017
Division of	
Wage Determinations	

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: Idaho

Area: Idaho Counties of Blaine, Camas, Cassia, Gooding, Jerome, Lincoln, Minidoka, Twin Falls

Fringe Benefits Required Follow the Occupational Listing		
OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		13.01
01012 - Accounting Clerk II		14.61
01013 - Accounting Clerk III		16.35
01020 - Administrative Assistant		18.88
01035 - Court Reporter		22.66
01041 - Customer Service Representative I		10.63
01042 - Customer Service Representative II		11.95
01043 - Customer Service Representative III		13.04
01051 - Data Entry Operator I		11.51
01052 - Data Entry Operator II		12.57
01060 - Dispatcher, Motor Vehicle		17.87
01070 - Document Preparation Clerk		14.34
01090 - Duplicating Machine Operator		14.34
01111 - General Clerk I		12.27
01112 - General Clerk II		13.39
01113 - General Clerk III		15.03
01120 - Housing Referral Assistant		18.76
01141 - Messenger Courier		10.79
01191 - Order Clerk I		14.76
01192 - Order Clerk II		16.11
01261 - Personnel Assistant (Employment) I		14.54
01262 - Personnel Assistant (Employment) II		16.27

01263 - Personnel Assistant (Employment) III	18.13
01270 - Production Control Clerk	18.98
01290 - Rental Clerk	12.35
01300 - Scheduler, Maintenance	15.04
01311 - Secretary I	15.04
01312 - Secretary II	16.83
01313 - Secretary III	18.76
01320 - Service Order Dispatcher	16.49
01410 - Supply Technician	18.88
01420 - Survey Worker	12.54
01460 - Switchboard Operator/Receptionist	12.41
01531 - Travel Clerk I	12.32
01532 - Travel Clerk II	12.92
01533 - Travel Clerk III	14.02
01611 - Word Processor I	13.40
01612 - Word Processor II	15.04
01613 - Word Processor III	16.83
05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer, Fiberglass	19.42
05010 - Automotive Electrician	15.87
05040 - Automotive Glass Installer	15.66
05070 - Automotive Worker	15.48
05110 - Mobile Equipment Servicer	12.65
05130 - Motor Equipment Metal Mechanic	17.41
05160 - Motor Equipment Metal Worker	15.48
05190 - Motor Vehicle Mechanic	17.41
05220 - Motor Vehicle Mechanic Helper	12.65
05250 - Motor Vehicle Upholstery Worker	14.63
05280 - Motor Vehicle Wrecker	15.48
05310 - Painter, Automotive	16.53
05340 - Radiator Repair Specialist	16.37
05370 - Tire Repairer	11.02
05400 - Transmission Repair Specialist	17.41
07000 - Food Preparation And Service Occupations	
07010 - Baker	12.09
07041 - Cook I	10.52
07042 - Cook II	12.12
07070 - Dishwasher	8.69
07130 - Food Service Worker	9.81
07210 - Meat Cutter	16.04
07260 - Waiter/Waitress	8.95
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	13.60
09040 - Furniture Handler	10.99
09080 - Furniture Refinisher	13.05
09090 - Furniture Refinisher Helper	11.51
09110 - Furniture Repairer, Minor	11.54
09130 - Upholsterer	12.83
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	9.85
11060 - Elevator Operator	9.85
11090 - Gardener	15.70
11122 - Housekeeping Aide	11.75
11150 - Janitor	11.75
11210 - Laborer, Grounds Maintenance	12.40
11240 - Maid or Houseman	9.68
11260 - Pruner	10.88
11270 - Tractor Operator	14.98

11330 - Trail Maintenance Worker	12.40
11360 - Window Cleaner	13.39
12000 - Health Occupations	
12010 - Ambulance Driver	16.49
12011 - Breath Alcohol Technician	16.28
12012 - Certified Occupational Therapist Assistant	24.40
12015 - Certified Physical Therapist Assistant	24.19
12020 - Dental Assistant	15.83
12025 - Dental Hygienist	36.49
12030 - EKG Technician	24.91
12035 - Electroneurodiagnostic Technologist	24.91
12040 - Emergency Medical Technician	16.49
12071 - Licensed Practical Nurse I	14.55
12072 - Licensed Practical Nurse II	16.28
12073 - Licensed Practical Nurse III	18.14
12100 - Medical Assistant	14.79
12130 - Medical Laboratory Technician	17.53
12160 - Medical Record Clerk	14.82
12190 - Medical Record Technician	16.58
12195 - Medical Transcriptionist	15.16
12210 - Nuclear Medicine Technologist	35.53
12221 - Nursing Assistant I	10.72
12222 - Nursing Assistant II	12.05
12223 - Nursing Assistant III	13.15
12224 - Nursing Assistant IV	14.76
12235 - Optical Dispenser	16.24
12236 - Optical Technician	14.50
12250 - Pharmacy Technician	15.46
12280 - Phlebotomist	14.76
12305 - Radiologic Technologist	23.37
12311 - Registered Nurse I	22.99
12312 - Registered Nurse II	28.12
12313 - Registered Nurse II, Specialist	28.12
12314 - Registered Nurse III	34.03
12315 - Registered Nurse III, Anesthetist	34.03
12316 - Registered Nurse IV	40.79
12317 - Scheduler (Drug and Alcohol Testing)	20.16
12320 - Substance Abuse Treatment Counselor	19.54
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	16.36
13012 - Exhibits Specialist II	20.27
13013 - Exhibits Specialist III	24.80
13041 - Illustrator I	16.36
13042 - Illustrator II	20.27
13043 - Illustrator III	24.80
13047 - Librarian	22.59
13050 - Library Aide/Clerk	13.53
13054 - Library Information Technology Systems Administrator	20.57
13058 - Library Technician	13.31
13061 - Media Specialist I	14.72
13062 - Media Specialist II	16.48
13063 - Media Specialist III	18.36
13071 - Photographer I	13.38
13072 - Photographer II	16.76
13073 - Photographer III	18.78
13074 - Photographer IV	23.09
13075 - Photographer V	28.39

13090 - Technical Order Library Clerk	15.49
13110 - Video Teleconference Technician	18.11
14000 - Information Technology Occupations	
14041 - Computer Operator I	14.69
14042 - Computer Operator II	16.43
14043 - Computer Operator III	18.32
14044 - Computer Operator IV	20.50
14045 - Computer Operator V	22.54
14071 - Computer Programmer I (see 1)	17.62
14072 - Computer Programmer II (see 1)	22.88
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	14.69
14160 - Personal Computer Support Technician	20.50
14170 - System Support Specialist	21.24
15000 - Instructional Occupations	
15010 - Aircrew Training Devices Instructor (Non-Rated)	27.58
15020 - Aircrew Training Devices Instructor (Rated)	33.36
15030 - Air Crew Training Devices Instructor (Pilot)	36.70
15050 - Computer Based Training Specialist / Instructor	27.58
15060 - Educational Technologist	20.74
15070 - Flight Instructor (Pilot)	36.70
15080 - Graphic Artist	18.46
15085 - Maintenance Test Pilot, Fixed, Jet/Prop	36.70
15086 - Maintenance Test Pilot, Rotary Wing	36.70
15088 - Non-Maintenance Test/Co-Pilot	36.70
15090 - Technical Instructor	18.95
15095 - Technical Instructor/Course Developer	23.18
15110 - Test Proctor	15.31
15120 - Tutor	15.31
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations	
16010 - Assembler	9.45
16030 - Counter Attendant	9.45
16040 - Dry Cleaner	11.26
16070 - Finisher, Flatwork, Machine	9.45
16090 - Presser, Hand	9.45
16110 - Presser, Machine, Drycleaning	9.45
16130 - Presser, Machine, Shirts	9.45
16160 - Presser, Machine, Wearing Apparel, Laundry	9.45
16190 - Sewing Machine Operator	11.88
16220 - Tailor	12.54
16250 - Washer, Machine	9.89
19000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	16.40
19040 - Tool And Die Maker	24.56
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	14.25
21030 - Material Coordinator	18.98
21040 - Material Expediter	18.98
21050 - Material Handling Laborer	11.94
21071 - Order Filler	11.95
21080 - Production Line Worker (Food Processing)	14.25
21110 - Shipping Packer	12.87
21130 - Shipping/Receiving Clerk	12.87
21140 - Store Worker I	11.05

21150 - Stock Clerk	15.87
21210 - Tools And Parts Attendant	14.25
21410 - Warehouse Specialist	14.25
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	23.32
23019 - Aircraft Logs and Records Technician	18.29
23021 - Aircraft Mechanic I	22.21
23022 - Aircraft Mechanic II	23.32
23023 - Aircraft Mechanic III	24.49
23040 - Aircraft Mechanic Helper	14.99
23050 - Aircraft, Painter	20.91
23060 - Aircraft Servicer	18.29
23070 - Aircraft Survival Flight Equipment Technician	20.91
23080 - Aircraft Worker	19.36
23091 - Aircrew Life Support Equipment (ALSE) Mechanic I	19.36
23092 - Aircrew Life Support Equipment (ALSE) Mechanic II	22.21
23110 - Appliance Mechanic	18.73
23120 - Bicycle Repairer	11.25
23125 - Cable Splicer	32.74
23130 - Carpenter, Maintenance	18.08
23140 - Carpet Layer	20.00
23160 - Electrician, Maintenance	20.66
23181 - Electronics Technician Maintenance I	21.33
23182 - Electronics Technician Maintenance II	22.66
23183 - Electronics Technician Maintenance III	26.15
23260 - Fabric Worker	18.22
23290 - Fire Alarm System Mechanic	20.48
23310 - Fire Extinguisher Repairer	16.86
23311 - Fuel Distribution System Mechanic	21.65
23312 - Fuel Distribution System Operator	17.67
23370 - General Maintenance Worker	17.26
23380 - Ground Support Equipment Mechanic	22.21
23381 - Ground Support Equipment Servicer	18.29
23382 - Ground Support Equipment Worker	19.36
23391 - Gunsmith I	16.86
23392 - Gunsmith II	19.42
23393 - Gunsmith III	22.64
23410 - Heating, Ventilation And Air-Conditioning Mechanic	18.62
23411 - Heating, Ventilation And Air Conditioning Mechanic (Research Facility)	19.43
23430 - Heavy Equipment Mechanic	20.48
23440 - Heavy Equipment Operator	18.62
23460 - Instrument Mechanic	22.53
23465 - Laboratory/Shelter Mechanic	20.61
23470 - Laborer	11.94
23510 - Locksmith	19.23
23530 - Machinery Maintenance Mechanic	23.34
23550 - Machinist, Maintenance	19.18
23580 - Maintenance Trades Helper	13.09
23591 - Metrology Technician I	22.53
23592 - Metrology Technician II	23.66
23593 - Metrology Technician III	24.78
23640 - Millwright	22.64
23710 - Office Appliance Repairer	19.23
23760 - Painter, Maintenance	16.06

23790 - Pipefitter, Maintenance	23.65
23810 - Plumber, Maintenance	21.51
23820 - Pneudraulic Systems Mechanic	22.64
23850 - Rigger	22.64
23870 - Scale Mechanic	19.42
23890 - Sheet-Metal Worker, Maintenance	21.66
23910 - Small Engine Mechanic	15.96
23931 - Telecommunications Mechanic I	25.37
23932 - Telecommunications Mechanic II	26.95
23950 - Telephone Lineman	22.50
23960 - Welder, Combination, Maintenance	17.11
23965 - Well Driller	20.48
23970 - Woodcraft Worker	22.64
23980 - Woodworker	15.71
24000 - Personal Needs Occupations	
24550 - Case Manager	13.29
24570 - Child Care Attendant	9.27
24580 - Child Care Center Clerk	12.47
24610 - Chore Aide	9.28
24620 - Family Readiness And Support Services Coordinator	13.29
24630 - Homemaker	11.21
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	21.82
25040 - Sewage Plant Operator	16.81
25070 - Stationary Engineer	21.82
25190 - Ventilation Equipment Tender	15.35
25210 - Water Treatment Plant Operator	16.81
27000 - Protective Service Occupations	
27004 - Alarm Monitor	17.16
27007 - Baggage Inspector	13.20
27008 - Corrections Officer	18.72
27010 - Court Security Officer	19.91
27030 - Detection Dog Handler	15.80
27040 - Detention Officer	18.72
27070 - Firefighter	18.98
27101 - Guard I	13.20
27102 - Guard II	15.80
27131 - Police Officer I	22.26
27132 - Police Officer II	24.73
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	12.16
28042 - Carnival Equipment Repairer	14.41
28043 - Carnival Worker	10.11
28210 - Gate Attendant/Gate Tender	16.06
28310 - Lifeguard	11.34
28350 - Park Attendant (Aide)	16.90
28510 - Recreation Aide/Health Facility Attendant	13.11
28515 - Recreation Specialist	17.51
28630 - Sports Official	14.31
28690 - Swimming Pool Operator	17.28
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	20.00
29020 - Hatch Tender	20.00
29030 - Line Handler	20.00
29041 - Stevedore I	18.67
29042 - Stevedore II	21.24
30000 - Technical Occupations	

30010 - Air Traffic Control Specialist, Center (HFO)	36.92
30011 - Air Traffic Control Specialist, Station (HFO)	25.46
30012 - Air Traffic Control Specialist, Terminal (HFO)	28.04
30021 - Archeological Technician I	17.79
30022 - Archeological Technician II	20.76
30023 - Archeological Technician III	24.38
30030 - Cartographic Technician	24.39
30040 - Civil Engineering Technician	22.41
30051 - Cryogenic Technician I	23.86
30052 - Cryogenic Technician II	26.35
30061 - Drafter/CAD Operator I	17.59
30062 - Drafter/CAD Operator II	20.76
30063 - Drafter/CAD Operator III	21.94
30064 - Drafter/CAD Operator IV	25.54
30081 - Engineering Technician I	13.93
30082 - Engineering Technician II	15.62
30083 - Engineering Technician III	18.43
30084 - Engineering Technician IV	21.66
30085 - Engineering Technician V	26.49
30086 - Engineering Technician VI	31.89
30090 - Environmental Technician	22.32
30095 - Evidence Control Specialist	21.55
30210 - Laboratory Technician	20.26
30221 - Latent Fingerprint Technician I	23.86
30222 - Latent Fingerprint Technician II	26.35
30240 - Mathematical Technician	24.45
30361 - Paralegal/Legal Assistant I	17.05
30362 - Paralegal/Legal Assistant II	21.11
30363 - Paralegal/Legal Assistant III	25.82
30364 - Paralegal/Legal Assistant IV	31.25
30375 - Petroleum Supply Specialist	26.35
30390 - Photo-Optics Technician	24.45
30395 - Radiation Control Technician	26.35
30461 - Technical Writer I	21.55
30462 - Technical Writer II	26.35
30463 - Technical Writer III	30.53
30491 - Unexploded Ordnance (UXO) Technician I	23.46
30492 - Unexploded Ordnance (UXO) Technician II	28.39
30493 - Unexploded Ordnance (UXO) Technician III	34.03
30494 - Unexploded (UXO) Safety Escort	23.46
30495 - Unexploded (UXO) Sweep Personnel	23.46
30501 - Weather Forecaster I	25.54
30502 - Weather Forecaster II	31.07
30620 - Weather Observer, Combined Upper Air Or Surface Programs	(see 2) 21.57
30621 - Weather Observer, Senior	(see 2) 23.97
31000 - Transportation/Mobile Equipment Operation Occupations	
31010 - Airplane Pilot	28.39
31020 - Bus Aide	11.07
31030 - Bus Driver	13.84
31043 - Driver Courier	13.64
31260 - Parking and Lot Attendant	9.56
31290 - Shuttle Bus Driver	14.87
31310 - Taxi Driver	10.76
31361 - Truckdriver, Light	14.87
31362 - Truckdriver, Medium	16.08
31363 - Truckdriver, Heavy	17.42
31364 - Truckdriver, Tractor-Trailer	17.42

99000 - Miscellaneous Occupations	
99020 - Cabin Safety Specialist	13.84
99030 - Cashier	9.29
99050 - Desk Clerk	9.20
99095 - Embalmer	25.86
99130 - Flight Follower	23.46
99251 - Laboratory Animal Caretaker I	10.89
99252 - Laboratory Animal Caretaker II	11.88
99260 - Marketing Analyst	24.48
99310 - Mortician	25.86
99410 - Pest Controller	18.30
99510 - Photofinishing Worker	13.32
99710 - Recycling Laborer	15.96
99711 - Recycling Specialist	18.56
99730 - Refuse Collector	13.99
99810 - Sales Clerk	11.95
99820 - School Crossing Guard	12.60
99830 - Survey Party Chief	20.27
99831 - Surveying Aide	13.74
99832 - Surveying Technician	18.43
99840 - Vending Machine Attendant	12.67
99841 - Vending Machine Repairer	16.29
99842 - Vending Machine Repairer Helper	12.24

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) 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)).

D.4 Wage Determination 2015-5517, Rev. 1, Dtd. 01-17-2017-Lemhi County Salmon CBOC

WD 15-5517 (Rev.-1) was first posted on www.wdol.gov on 01/24/2017

REGISTER OF WAGE DETERMINATIONS UNDER THE SERVICE CONTRACT ACT By direction of the Secretary of Labor	U.S. DEPARTMENT OF LABOR EMPLOYMENT STANDARDS ADMINISTRATION WAGE AND HOUR DIVISION WASHINGTON D.C. 20210
Daniel W. Simms Director	Division of Wage Determinations
	Wage Determination No.: 2015-5517 Revision No.: 1 Date Of Revision: 01/17/2017

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: Idaho

Area: Idaho Counties of Bear Lake, Bingham, Caribou, Clark, Custer, Fremont, Lemhi, Madison, Oneida, Power, Teton

Fringe Benefits Required Follow the Occupational Listing		
OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		12.27
01012 - Accounting Clerk II		13.83
01013 - Accounting Clerk III		15.09
01020 - Administrative Assistant		17.16
01035 - Court Reporter		22.66
01041 - Customer Service Representative I		9.71
01042 - Customer Service Representative II		10.92
01043 - Customer Service Representative III		11.92
01051 - Data Entry Operator I		11.51
01052 - Data Entry Operator II		12.57
01060 - Dispatcher, Motor Vehicle		18.77
01070 - Document Preparation Clerk		14.34
01090 - Duplicating Machine Operator		14.34
01111 - General Clerk I		11.17
01112 - General Clerk II		12.19
01113 - General Clerk III		13.68
01120 - Housing Referral Assistant		17.37
01141 - Messenger Courier		10.69
01191 - Order Clerk I		14.76
01192 - Order Clerk II		16.11
01261 - Personnel Assistant (Employment) I		13.55
01262 - Personnel Assistant (Employment) II		15.15

01263 - Personnel Assistant (Employment) III	16.89
01270 - Production Control Clerk	18.51
01290 - Rental Clerk	12.35
01300 - Scheduler, Maintenance	13.93
01311 - Secretary I	13.93
01312 - Secretary II	15.58
01313 - Secretary III	17.37
01320 - Service Order Dispatcher	16.77
01410 - Supply Technician	17.16
01420 - Survey Worker	11.40
01460 - Switchboard Operator/Receptionist	12.04
01531 - Travel Clerk I	12.32
01532 - Travel Clerk II	12.92
01533 - Travel Clerk III	14.02
01611 - Word Processor I	13.03
01612 - Word Processor II	13.92
01613 - Word Processor III	15.58
05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer, Fiberglass	19.21
05010 - Automotive Electrician	15.87
05040 - Automotive Glass Installer	15.66
05070 - Automotive Worker	15.48
05110 - Mobile Equipment Servicer	12.65
05130 - Motor Equipment Metal Mechanic	17.41
05160 - Motor Equipment Metal Worker	15.48
05190 - Motor Vehicle Mechanic	17.41
05220 - Motor Vehicle Mechanic Helper	12.65
05250 - Motor Vehicle Upholstery Worker	14.63
05280 - Motor Vehicle Wrecker	15.48
05310 - Painter, Automotive	16.53
05340 - Radiator Repair Specialist	16.80
05370 - Tire Repairer	11.02
05400 - Transmission Repair Specialist	17.41
07000 - Food Preparation And Service Occupations	
07010 - Baker	11.89
07041 - Cook I	9.80
07042 - Cook II	11.37
07070 - Dishwasher	8.39
07130 - Food Service Worker	9.41
07210 - Meat Cutter	14.58
07260 - Waiter/Waitress	8.62
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	14.96
09040 - Furniture Handler	12.09
09080 - Furniture Refinisher	14.36
09090 - Furniture Refinisher Helper	12.66
09110 - Furniture Repairer, Minor	12.69
09130 - Upholsterer	14.11
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	9.85
11060 - Elevator Operator	9.85
11090 - Gardener	15.70
11122 - Housekeeping Aide	11.06
11150 - Janitor	11.06
11210 - Laborer, Grounds Maintenance	12.72
11240 - Maid or Houseman	9.68
11260 - Pruner	11.15
11270 - Tractor Operator	15.52

11330 - Trail Maintenance Worker	12.72
11360 - Window Cleaner	12.19
12000 - Health Occupations	
12010 - Ambulance Driver	16.49
12011 - Breath Alcohol Technician	16.25
12012 - Certified Occupational Therapist Assistant	24.40
12015 - Certified Physical Therapist Assistant	24.19
12020 - Dental Assistant	14.94
12025 - Dental Hygienist	34.65
12030 - EKG Technician	24.91
12035 - Electroneurodiagnostic Technologist	24.91
12040 - Emergency Medical Technician	16.49
12071 - Licensed Practical Nurse I	14.53
12072 - Licensed Practical Nurse II	16.25
12073 - Licensed Practical Nurse III	18.12
12100 - Medical Assistant	14.79
12130 - Medical Laboratory Technician	18.35
12160 - Medical Record Clerk	13.69
12190 - Medical Record Technician	15.32
12195 - Medical Transcriptionist	15.16
12210 - Nuclear Medicine Technologist	34.48
12221 - Nursing Assistant I	10.66
12222 - Nursing Assistant II	11.99
12223 - Nursing Assistant III	13.08
12224 - Nursing Assistant IV	14.66
12235 - Optical Dispenser	15.70
12236 - Optical Technician	14.02
12250 - Pharmacy Technician	14.80
12280 - Phlebotomist	15.07
12305 - Radiologic Technologist	23.77
12311 - Registered Nurse I	22.72
12312 - Registered Nurse II	27.78
12313 - Registered Nurse II, Specialist	27.78
12314 - Registered Nurse III	33.61
12315 - Registered Nurse III, Anesthetist	33.61
12316 - Registered Nurse IV	40.02
12317 - Scheduler (Drug and Alcohol Testing)	20.13
12320 - Substance Abuse Treatment Counselor	19.44
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	16.36
13012 - Exhibits Specialist II	20.27
13013 - Exhibits Specialist III	24.80
13041 - Illustrator I	16.36
13042 - Illustrator II	20.27
13043 - Illustrator III	24.80
13047 - Librarian	22.59
13050 - Library Aide/Clerk	13.53
13054 - Library Information Technology Systems Administrator	20.57
13058 - Library Technician	13.31
13061 - Media Specialist I	14.72
13062 - Media Specialist II	16.48
13063 - Media Specialist III	18.36
13071 - Photographer I	13.38
13072 - Photographer II	16.76
13073 - Photographer III	18.78
13074 - Photographer IV	23.09
13075 - Photographer V	28.39

13090 - Technical Order Library Clerk	15.49
13110 - Video Teleconference Technician	18.11
14000 - Information Technology Occupations	
14041 - Computer Operator I	14.69
14042 - Computer Operator II	16.43
14043 - Computer Operator III	18.32
14044 - Computer Operator IV	20.50
14045 - Computer Operator V	22.54
14071 - Computer Programmer I (see 1)	19.12
14072 - Computer Programmer II (see 1)	23.67
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	14.69
14160 - Personal Computer Support Technician	20.50
14170 - System Support Specialist	21.24
15000 - Instructional Occupations	
15010 - Aircrew Training Devices Instructor (Non-Rated)	27.58
15020 - Aircrew Training Devices Instructor (Rated)	33.36
15030 - Air Crew Training Devices Instructor (Pilot)	36.70
15050 - Computer Based Training Specialist / Instructor	27.58
15060 - Educational Technologist	21.80
15070 - Flight Instructor (Pilot)	36.70
15080 - Graphic Artist	18.46
15085 - Maintenance Test Pilot, Fixed, Jet/Prop	36.70
15086 - Maintenance Test Pilot, Rotary Wing	36.70
15088 - Non-Maintenance Test/Co-Pilot	36.70
15090 - Technical Instructor	18.36
15095 - Technical Instructor/Course Developer	22.46
15110 - Test Proctor	14.79
15120 - Tutor	14.79
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations	
16010 - Assembler	9.45
16030 - Counter Attendant	9.45
16040 - Dry Cleaner	11.26
16070 - Finisher, Flatwork, Machine	9.45
16090 - Presser, Hand	9.45
16110 - Presser, Machine, Drycleaning	9.45
16130 - Presser, Machine, Shirts	9.45
16160 - Presser, Machine, Wearing Apparel, Laundry	9.45
16190 - Sewing Machine Operator	11.88
16220 - Tailor	12.54
16250 - Washer, Machine	9.89
19000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	16.40
19040 - Tool And Die Maker	24.56
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	14.25
21030 - Material Coordinator	18.51
21040 - Material Expediter	18.51
21050 - Material Handling Laborer	11.88
21071 - Order Filler	12.07
21080 - Production Line Worker (Food Processing)	14.25
21110 - Shipping Packer	12.87
21130 - Shipping/Receiving Clerk	12.87
21140 - Store Worker I	11.05

21150 - Stock Clerk	15.87
21210 - Tools And Parts Attendant	14.25
21410 - Warehouse Specialist	14.25
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	23.32
23019 - Aircraft Logs and Records Technician	18.29
23021 - Aircraft Mechanic I	22.21
23022 - Aircraft Mechanic II	23.32
23023 - Aircraft Mechanic III	24.49
23040 - Aircraft Mechanic Helper	14.99
23050 - Aircraft, Painter	20.91
23060 - Aircraft Servicer	18.29
23070 - Aircraft Survival Flight Equipment Technician	20.91
23080 - Aircraft Worker	19.36
23091 - Aircrew Life Support Equipment (ALSE) Mechanic I	19.36
23092 - Aircrew Life Support Equipment (ALSE) Mechanic II	22.21
23110 - Appliance Mechanic	18.73
23120 - Bicycle Repairer	11.25
23125 - Cable Splicer	32.74
23130 - Carpenter, Maintenance	17.46
23140 - Carpet Layer	20.40
23160 - Electrician, Maintenance	22.55
23181 - Electronics Technician Maintenance I	21.33
23182 - Electronics Technician Maintenance II	22.66
23183 - Electronics Technician Maintenance III	26.15
23260 - Fabric Worker	18.22
23290 - Fire Alarm System Mechanic	20.48
23310 - Fire Extinguisher Repairer	16.86
23311 - Fuel Distribution System Mechanic	23.10
23312 - Fuel Distribution System Operator	17.71
23370 - General Maintenance Worker	16.83
23380 - Ground Support Equipment Mechanic	22.21
23381 - Ground Support Equipment Servicer	18.29
23382 - Ground Support Equipment Worker	19.36
23391 - Gunsmith I	16.86
23392 - Gunsmith II	19.42
23393 - Gunsmith III	23.10
23410 - Heating, Ventilation And Air-Conditioning Mechanic	18.66
23411 - Heating, Ventilation And Air Conditioning Mechanic (Research Facility)	19.70
23430 - Heavy Equipment Mechanic	20.48
23440 - Heavy Equipment Operator	18.62
23460 - Instrument Mechanic	22.53
23465 - Laboratory/Shelter Mechanic	20.61
23470 - Laborer	11.88
23510 - Locksmith	19.23
23530 - Machinery Maintenance Mechanic	23.34
23550 - Machinist, Maintenance	18.30
23580 - Maintenance Trades Helper	13.09
23591 - Metrology Technician I	22.53
23592 - Metrology Technician II	23.66
23593 - Metrology Technician III	24.78
23640 - Millwright	23.10
23710 - Office Appliance Repairer	19.23
23760 - Painter, Maintenance	16.06

23790 - Pipefitter, Maintenance	21.74
23810 - Plumber, Maintenance	19.55
23820 - Pneudraulic Systems Mechanic	23.10
23850 - Rigger	23.10
23870 - Scale Mechanic	19.42
23890 - Sheet-Metal Worker, Maintenance	21.66
23910 - Small Engine Mechanic	15.96
23931 - Telecommunications Mechanic I	23.88
23932 - Telecommunications Mechanic II	25.21
23950 - Telephone Lineman	22.50
23960 - Welder, Combination, Maintenance	17.33
23965 - Well Driller	20.48
23970 - Woodcraft Worker	23.10
23980 - Woodworker	15.71
24000 - Personal Needs Occupations	
24550 - Case Manager	13.29
24570 - Child Care Attendant	8.80
24580 - Child Care Center Clerk	12.47
24610 - Chore Aide	9.65
24620 - Family Readiness And Support Services Coordinator	13.29
24630 - Homemaker	11.21
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	21.82
25040 - Sewage Plant Operator	16.81
25070 - Stationary Engineer	21.82
25190 - Ventilation Equipment Tender	15.35
25210 - Water Treatment Plant Operator	16.81
27000 - Protective Service Occupations	
27004 - Alarm Monitor	16.88
27007 - Baggage Inspector	14.52
27008 - Corrections Officer	18.72
27010 - Court Security Officer	19.91
27030 - Detection Dog Handler	16.37
27040 - Detention Officer	18.72
27070 - Firefighter	18.98
27101 - Guard I	14.52
27102 - Guard II	16.37
27131 - Police Officer I	22.26
27132 - Police Officer II	24.74
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	13.13
28042 - Carnival Equipment Repairer	14.60
28043 - Carnival Worker	10.11
28210 - Gate Attendant/Gate Tender	14.60
28310 - Lifeguard	11.34
28350 - Park Attendant (Aide)	15.36
28510 - Recreation Aide/Health Facility Attendant	11.92
28515 - Recreation Specialist	15.92
28630 - Sports Official	13.01
28690 - Swimming Pool Operator	17.28
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	21.36
29020 - Hatch Tender	21.36
29030 - Line Handler	21.36
29041 - Stevedore I	18.67
29042 - Stevedore II	21.45
30000 - Technical Occupations	

30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	36.92
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	25.46
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	28.04
30021 - Archeological Technician I	17.79
30022 - Archeological Technician II	20.76
30023 - Archeological Technician III	24.38
30030 - Cartographic Technician	24.39
30040 - Civil Engineering Technician	22.41
30051 - Cryogenic Technician I	22.84
30052 - Cryogenic Technician II	25.23
30061 - Drafter/CAD Operator I	17.59
30062 - Drafter/CAD Operator II	20.76
30063 - Drafter/CAD Operator III	21.94
30064 - Drafter/CAD Operator IV	25.54
30081 - Engineering Technician I	13.93
30082 - Engineering Technician II	15.62
30083 - Engineering Technician III	18.43
30084 - Engineering Technician IV	21.66
30085 - Engineering Technician V	26.49
30086 - Engineering Technician VI	30.94
30090 - Environmental Technician	22.32
30095 - Evidence Control Specialist	20.62
30210 - Laboratory Technician	20.26
30221 - Latent Fingerprint Technician I	22.84
30222 - Latent Fingerprint Technician II	25.23
30240 - Mathematical Technician	24.45
30361 - Paralegal/Legal Assistant I	16.96
30362 - Paralegal/Legal Assistant II	21.01
30363 - Paralegal/Legal Assistant III	25.70
30364 - Paralegal/Legal Assistant IV	31.10
30375 - Petroleum Supply Specialist	25.23
30390 - Photo-Optics Technician	24.45
30395 - Radiation Control Technician	25.23
30461 - Technical Writer I	20.81
30462 - Technical Writer II	25.45
30463 - Technical Writer III	30.53
30491 - Unexploded Ordnance (UXO) Technician I	23.46
30492 - Unexploded Ordnance (UXO) Technician II	28.39
30493 - Unexploded Ordnance (UXO) Technician III	34.03
30494 - Unexploded (UXO) Safety Escort	23.46
30495 - Unexploded (UXO) Sweep Personnel	23.46
30501 - Weather Forecaster I	25.54
30502 - Weather Forecaster II	31.07
30620 - Weather Observer, Combined Upper Air Or (see 2)	21.57
Surface Programs	
30621 - Weather Observer, Senior (see 2)	23.97
31000 - Transportation/Mobile Equipment Operation Occupations	
31010 - Airplane Pilot	28.39
31020 - Bus Aide	11.07
31030 - Bus Driver	13.84
31043 - Driver Courier	13.64
31260 - Parking and Lot Attendant	9.56
31290 - Shuttle Bus Driver	14.87
31310 - Taxi Driver	10.76
31361 - Truckdriver, Light	14.87
31362 - Truckdriver, Medium	16.08
31363 - Truckdriver, Heavy	17.73
31364 - Truckdriver, Tractor-Trailer	17.73

99000 - Miscellaneous Occupations	
99020 - Cabin Safety Specialist	13.84
99030 - Cashier	9.05
99050 - Desk Clerk	9.18
99095 - Embalmer	25.86
99130 - Flight Follower	23.46
99251 - Laboratory Animal Caretaker I	10.89
99252 - Laboratory Animal Caretaker II	11.88
99260 - Marketing Analyst	23.67
99310 - Mortician	25.86
99410 - Pest Controller	18.30
99510 - Photofinishing Worker	13.32
99710 - Recycling Laborer	17.56
99711 - Recycling Specialist	19.88
99730 - Refuse Collector	15.39
99810 - Sales Clerk	11.95
99820 - School Crossing Guard	12.60
99830 - Survey Party Chief	20.27
99831 - Surveying Aide	13.74
99832 - Surveying Technician	18.43
99840 - Vending Machine Attendant	12.67
99841 - Vending Machine Repairer	16.29
99842 - Vending Machine Repairer Helper	12.24

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)).

SECTION E - SOLICITATION PROVISIONS

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

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

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

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

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

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

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

<u>FAR Number</u>	<u>Title</u>	<u>Date</u>
52.203-11	CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	SEP 2007
52.204-7	SYSTEM FOR AWARD MANAGEMENT	OCT 2016
52.204-16	COMMERCIAL AND GOVERNMENT ENTITY CODE REPORTING	JUL 2016
52.204-17	OWNERSHIP OR CONTROL OF OFFEROR	JUL 2016
52.204-22	ALTERNATIVE LINE ITEM PROPOSAL	JAN 2017
52.209-7	INFORMATION REGARDING RESPONSIBILITY MATTERS	JUL 2013
52.217-5	EVALUATION OF OPTIONS	JUL 1990
52.225-25	PROHIBITION ON CONTRACTING WITH ENTITIES ENGAGING IN CERTAIN ACTIVITIES OR TRANSACTIONS RELATING TO IRAN—REPRESENTATION AND CERTIFICATIONS	OCT 2015

(End of Provision)

E.2 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

contactors 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.3 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.4 52.216-1 TYPE OF CONTRACT (APR 1984)

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

(End of Provision)

E.5 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:

Diana Curl

208-429-2031

Hand-Carried Address:

Department of Veterans Affairs
Network Contracting Office 20

960 Broadway Ave, Suite 460
Boise ID 83706

Mailing Address:

Department of Veterans Affairs
Network Contracting Office 20

960 Broadway Ave, Suite 460
Boise ID 83706

(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.6 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)

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 852.233-71 ALTERNATE PROTEST PROCEDURE (JAN 1998)

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

(End of Provision)

PLEASE NOTE: The correct mailing information for filing alternate protests is as follows:

Deputy Assistant Secretary for Acquisition and Logistics,
Risk Management Team, Department of Veterans Affairs
810 Vermont Avenue, N.W.
Washington, DC 20420

Or for solicitations issued by the Office of Construction and Facilities Management:

Director, Office of Construction and Facilities Management

811 Vermont Avenue, N.W.
Washington, DC 20420

(End of Provision)

E.9 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)

E.10 VAAR 852.273-74 AWARD WITHOUT EXCHANGES (JAN 2003)

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

(End of Provision)

E.11 ADDENDUM to FAR 52.212-1 INSTRUCTIONS TO OFFERORS-- COMMERCIAL ITEMS

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

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

- 1. Questions:** Questions to this RFQ shall be submitted via electronic mail to the Contract Specialist (diana.curl@va.gov). Questions shall be accepted until **15:00 MT on August 07, 2017**. The Government is not obligated to respond to any questions received after that date and time. All questions received within the designated timeframe that the Government considers relevant, will be answered. Responses to questions will be provided as amendment to the RFQ. Telephonic inquiries will not be responded to.
- 2. SAM Registration:** Offeror must be registered in the System for Award Management (SAM) at the time of contract award. No contract will be entered into with an unregistered contractor. Internet access allows you to register by completing an electronic online registration application at <https://www.sam.gov/portal/public/SAM/>. On-line Representations and Certifications (ORCA) may also be filled out at this website.
- 3. Quote Preparation Instructions:**
 - 3.1. Specific Instructions:** Submit signed and dated Offers to Contract Specialist Diana Curl via email to diana.curl@va.gov. Quote shall be legible and prepared as described in Section E.12. Submit offer via email no later than **17:00 (MT) on August 14, 2017** to diana.curl@va.gov. Offer shall be complete, self-sufficient, and respond directly to the requirements of this solicitation. Recommend follow-up phone call to ensure quote has been received.

(End of Clause)
(End of Addendum to 52.212-1)

E.12 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 Contractor shall sign Standard Form 1449 (complete Blocks 12, 17a [include Dun and Bradstreet Number and Tax Identification Number], 30a, 30b and 30c). The award will be made to the Lowest Priced Technically Acceptable (LPTA).

The following factors shall be used to evaluate offers:

- (i) Price. Contractor shall provide pricing on B.4 Price Schedule.
- (ii) Technical Capability (Pass/Fail). The Offeror shall meet the technical requirements to meet the minimum requirement of the technical capability.
 - Offerors shall submit a copy of their DOT vehicle licenses - authorizing transportation of medical waste.
 - Offerors shall submit a services management plan that explains in detail how they will perform the requirements in the Statement of Work.
 - Offerors shall submit documentation/certificates illustrating how each employee is trained, as required by OSHA in handling and disposing of regulated medical waste.
 - Offerors shall submit proof of insurance authorizing transportation of medical waste.
- (iii) Past Performance. (Satisfactory/Unsatisfactory/Unknown-Neutral).

Provide at least one, and not more than three, most recent and relevant references within the last three years. Include a point of contact who can speak on behalf of the company, the company name, address, telephone number(s), email address, contract number, and dates performance, place of performance and description of the contract scope.

(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).

For the purposes of the award of this Contract, the Government intends to evaluate the option to extend services under FAR 52.217-8 as follows: The evaluation will consider the possibility that the option can be exercised at any time, and can be exercised in increments of one to six months, but for no more than a total of six months during the life of the contract. The evaluation will assume that the prices for any option exercised under FAR 52.217-8 will be at the same rates as those in effect under the contract at the time the option is exercised. The evaluation will therefore assume that the addition of the price or prices of any possible extension or extensions under FAR 52.217-8 to the total price for the basic requirement and the total price for the priced options has the same effect on the total price of all quotes relative to each other. This evaluation will not obligate the Government to exercise any option under FAR 52.217-8.

(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.

ADDENDUM TO 52.212-2

BASIS FOR CONTRACT AWARD: In accordance with FAR 13.500, the award will be evaluated using simplified procedures that maximize efficiency and economy and minimize the burden and administrative costs for both the government and industry. A single Offeror will be selected who is deemed responsible in accordance with the Federal Acquisition Regulation (FAR) 9.104-1, and whose offer conforms to the solicitation requirements including all stated terms, conditions, representations, certifications, and all other information required, and is judged, based on the evaluation criteria, to represent the best value to the government. Best value is expected to result from selection of the technically acceptable quote with the lowest evaluated price.

Evaluation Methodology: An award will be made to a single offeror. Any award to be made will be based on Lowest Price, Technically Acceptable (LPTA) procedures. No offer will be accepted that does not contain the total amount of work specified in this solicitation.

(End of Provision)

E.13 52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS— COMMERCIAL ITEMS (JAN 2017)

The Offeror shall complete only paragraph (b) of this provision if the Offeror has completed the annual representations and certification electronically via the System for Award Management (SAM) Web site located at <https://www.sam.gov/portal>. If the Offeror has not completed the annual representations and certifications electronically, the Offeror shall complete only paragraphs (c) through (u) of this provision.

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

Administrative merits determination means certain notices or findings of labor law violations issued by an enforcement agency following an investigation. An administrative merits determination may be final or be subject to appeal or further review. To determine whether a particular notice or finding is covered by this definition, it is necessary to consult section II.B. in the DOL Guidance.

Arbitral award or decision means an arbitrator or arbitral panel determination that a labor law violation occurred, or that enjoined or restrained a violation of labor law. It includes an award or decision that is not final or is subject to being confirmed, modified, or vacated by a court, and includes an award or decision resulting from private or confidential proceedings. To determine whether a particular award or decision is covered by this definition, it is necessary to consult section II.B. in the DOL Guidance.

Civil judgment means—

(1) In paragraph (h) of this provision: A judgment or finding of a civil offense by any court of competent jurisdiction.

(2) In paragraph (s) of this provision: Any judgment or order entered by any Federal or State court in which the court determined that a labor law violation occurred, or enjoined or restrained a violation of

labor law. It includes a judgment or order that is not final or is subject to appeal. To determine whether a particular judgment or order is covered by this definition, it is necessary to consult section II.B. in the DOL Guidance.

DOL Guidance means the Department of Labor (DOL) Guidance entitled: “Guidance for Executive Order 13673, ‘Fair Pay and Safe Workplaces’ “. The DOL Guidance, dated August 25, 2016, can be obtained from www.dol.gov/fairpayandsafeworkplaces.

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

Enforcement agency means any agency granted authority to enforce the Federal labor laws. It includes the enforcement components of DOL (Wage and Hour Division, Office of Federal Contract Compliance Programs, and Occupational Safety and Health Administration), the Equal Employment Opportunity Commission, the Occupational Safety and Health Review Commission, and the National Labor Relations Board. It also means a State agency designated to administer an OSHA-approved State Plan, but only to the extent that the State agency is acting in its capacity as administrator of such plan. It does not include other Federal agencies which, in their capacity as contracting agencies, conduct investigations of potential labor law violations. The enforcement agencies associated with each labor law under E.O. 13673 are—

(1) Department of Labor Wage and Hour Division (WHD) for—

- (i) The Fair Labor Standards Act;
- (ii) The Migrant and Seasonal Agricultural Worker Protection Act;
- (iii) 40 U.S.C. chapter 31, subchapter IV, formerly known as the Davis-Bacon Act;
- (iv) 41 U.S.C. chapter 67, formerly known as the Service Contract Act;
- (v) The Family and Medical Leave Act; and
- (vi) E.O. 13658 of February 12, 2014 (Establishing a Minimum Wage for Contractors);

(2) Department of Labor Occupational Safety and Health Administration (OSHA) for—

- (i) The Occupational Safety and Health Act of 1970; and
- (ii) OSHA-approved State Plans;

(3) Department of Labor Office of Federal Contract Compliance Programs (OFCCP) for—

- (i) Section 503 of the Rehabilitation Act of 1973;
- (ii) The Vietnam Era Veterans' Readjustment Assistance Act of 1972 and the Vietnam Era Veterans' Readjustment Assistance Act of 1974; and
- (iii) E.O. 11246 of September 24, 1965 (Equal Employment Opportunity);

(4) National Labor Relations Board (NLRB) for the National Labor Relations Act; and

(5) Equal Employment Opportunity Commission (EEOC) for—

(i) Title VII of the Civil Rights Act of 1964;

(ii) The Americans with Disabilities Act of 1990;

(iii) The Age Discrimination in Employment Act of 1967; and

(iv) Section 6(d) of the Fair Labor Standards Act (Equal Pay Act).

Forced or indentured child labor means all work or service—

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

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

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

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

Inverted domestic corporation means a foreign incorporated entity that meets the definition of an inverted domestic corporation under 6 U.S.C. 395(b), applied in accordance with the rules and definitions of 6 U.S.C. 395(c).

Labor compliance agreement means an agreement entered into between a contractor or subcontractor and an enforcement agency to address appropriate remedial measures, compliance assistance, steps to resolve issues to increase compliance with the labor laws, or other related matters.

Labor laws means the following labor laws and E.O.s:

(1) The Fair Labor Standards Act.

(2) The Occupational Safety and Health Act (OSHA) of 1970.

(3) The Migrant and Seasonal Agricultural Worker Protection Act.

(4) The National Labor Relations Act.

(5) 40 U.S.C. chapter 31, subchapter IV, formerly known as the Davis-Bacon Act.

(6) 41 U.S.C. chapter 67, formerly known as the Service Contract Act.

(7) E.O. 11246 of September 24, 1965 (Equal Employment Opportunity).

(8) Section 503 of the Rehabilitation Act of 1973.

(9) The Vietnam Era Veterans' Readjustment Assistance Act of 1972 and the Vietnam Era Veterans' Readjustment Assistance Act of 1974.

(10) The Family and Medical Leave Act.

(11) Title VII of the Civil Rights Act of 1964.

(12) The Americans with Disabilities Act of 1990.

(13) The Age Discrimination in Employment Act of 1967.

(14) E.O. 13658 of February 12, 2014 (Establishing a Minimum Wage for Contractors).

(15) Equivalent State laws as defined in the DOL Guidance. (The only equivalent State laws implemented in the FAR are OSHA-approved State Plans, which can be found at www.osha.gov/dcs/osp/approved_state_plans.html).

Labor law decision means an administrative merits determination, arbitral award or decision, or civil judgment, which resulted from a violation of one or more of the laws listed in the definition of “labor laws”.

Manufactured end product means any end product in product and service codes (PSCs) 1000-9999, except—

- (1) PSC 5510, Lumber and Related Basic Wood Materials;
- (2) Product or Service Group (PSG) 87, Agricultural Supplies;
- (3) PSG 88, Live Animals;
- (4) PSG 89, Subsistence;
- (5) PSC 9410, Crude Grades of Plant Materials;
- (6) PSC 9430, Miscellaneous Crude Animal Products, Inedible;
- (7) PSC 9440, Miscellaneous Crude Agricultural and Forestry Products;
- (8) PSC 9610, Ores;
- (9) PSC 9620, Minerals, Natural and Synthetic; and
- (10) PSC 9630, Additive Metal Materials.

Place of manufacture means the place where an end product is assembled out of components, or otherwise made or processed from raw materials into the finished product that is to be provided to the Government. If a product is disassembled and reassembled, the place of reassembly is not the place of manufacture.

Predecessor means an entity that is replaced by a successor and includes any predecessors of the predecessor.

Restricted business operations means business operations in Sudan that include power production activities, mineral extraction activities, oil-related activities, or the production of military equipment, as those terms are defined in the Sudan Accountability and Divestment Act of 2007 (Pub. L. 110-174). Restricted business operations do not include business operations that the person (as that term is defined in Section 2 of the Sudan Accountability and Divestment Act of 2007) conducting the business can demonstrate—

(1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;

(2) Are conducted pursuant to specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;

(3) Consist of providing goods or services to marginalized populations of Sudan;

(4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;

(5) Consist of providing goods or services that are used only to promote health or education; or

(6) Have been voluntarily suspended.

“Sensitive technology”—

(1) Means hardware, software, telecommunications equipment, or any other technology that is to be used specifically—

(i) To restrict the free flow of unbiased information in Iran; or

(ii) To disrupt, monitor, or otherwise restrict speech of the people of Iran; and

(2) Does not include information or informational materials the export of which the President does not have the authority to regulate or prohibit pursuant to section 203(b)(3) of the International Emergency Economic Powers Act (50 U.S.C. 1702(b)(3)).

Service-disabled veteran-owned small business concern—

(1) Means a small business concern—

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

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

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

Small business concern means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and size standards in this solicitation.

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

- (1) Is at least 51 percent unconditionally and directly owned (as defined at 13 CFR 124.105) by—
 - (i) One or more socially disadvantaged (as defined at 13 CFR 124.103) and economically disadvantaged (as defined at 13 CFR 124.104) individuals who are citizens of the United States; and
 - (ii) Each individual claiming economic disadvantage has a net worth not exceeding \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and
- (2) The management and daily business operations of which are controlled (as defined at 13 CFR 124.106) by individuals, who meet the criteria in paragraphs (1)(i) and (ii) of this definition.

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

- (1) Directly by a parent corporation; or
- (2) Through another subsidiary of a parent corporation.

Successor means an entity that has replaced a predecessor by acquiring the assets and carrying out the affairs of the predecessor under a new name (often through acquisition or merger). The term “successor” does not include new offices/divisions of the same company or a company that only changes its name. The extent of the responsibility of the successor for the liabilities of the predecessor may vary, depending on State law and specific circumstances.

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

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

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

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

- (1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and
- (2) Whose management and daily business operations are controlled by one or more women.

Women-owned small business (WOSB) concern eligible under the WOSB Program (in accordance with 13 CFR part 127), means a small business concern that is at least 51 percent directly and unconditionally

owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States.

Note to paragraph (a): By a court order issued on October 24, 2016, the following definitions in this paragraph (a) are enjoined indefinitely as of the date of the order: “Administrative merits determination”, “Arbitral award or decision”, paragraph (2) of “Civil judgment”, “DOL Guidance”, “Enforcement agency”, “Labor compliance agreement”, “Labor laws”, and “Labor law decision”. The enjoined definitions 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.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(i) It [] is, [] is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR Part 126; and

(ii) It [] is, [] is not a joint venture that complies with the requirements of 13 CFR Part 126, and the representation in paragraph (c)(10)(i) of this provision is accurate for the HUBZone small business

concern or concerns that are participating in the joint venture. [The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture:_____.] Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

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

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

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

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

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

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

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

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

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

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

(2) Foreign End Products:

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

[List as necessary]

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

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

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

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

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

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

[List as necessary]

(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) of this provision) as defined in the clause of this solicitation entitled “Buy American—Free Trade Agreements—Israeli Trade Act.” The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products, i.e., an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of “domestic end product.”

Other Foreign End Products:

Line Item No.	Country of Origin
---------------	-------------------

_____	_____
_____	_____
_____	_____

[List as necessary]

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

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

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

Canadian End Products:

Line Item No.

[List as necessary]

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

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

Canadian or Israeli End Products:

Line Item No.	Country of Origin
---------------	-------------------

_____	_____
_____	_____
_____	_____

[List as necessary]

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

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

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

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

[List as necessary]

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

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

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

Other End Products:

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

[List as necessary]

(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25. For line items covered by the WTO GPA, the Government will evaluate offers of U.S.-made or designated country end products without regard to the restrictions of the Buy American statute. The Government will consider for award only offers of U.S.-made or designated country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

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

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

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

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

(4) ☐ Have, ☐ have not, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,500 for which the liability remains unsatisfied.

(i) Taxes are considered delinquent if both of the following criteria apply:

(A) *The tax liability is finally determined.* The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(B) *The taxpayer is delinquent in making payment.* A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(ii) *Examples.*

(A) The taxpayer has received a statutory notice of deficiency, under I.R.C. Sec. 6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(B) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. Sec. 6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(C) The taxpayer has entered into an installment agreement pursuant to I.R.C. Sec. 6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.

(D) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. 362 (the Bankruptcy Code).

(i) *Certification Regarding Knowledge of Child Labor for Listed End Products (Executive Order 13126).*

(1) *Listed end products.*

Listed End Product	Listed Countries of Origin
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(2) *Certification. [If the Contracting Officer has identified end products and countries of origin in paragraph (i)(1) of this provision, then the offeror must certify to either (i)(2)(i) or (i)(2)(ii) by checking the appropriate block.]*

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

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

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

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

(2) ☐ Outside the United States.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

☐ TIN: _____.

☐ TIN has been applied for.

☐ TIN is not required because:

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

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

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

(4) *Type of organization.*

☐ Sole proprietorship;

☐ Partnership;

☐ Corporate entity (not tax-exempt);

☐ Corporate entity (tax-exempt);

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

☐ Foreign government;

☐ International organization per 26 CFR 1.6049-4;

☐ Other _____.

(5) *Common parent.*

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

☐ Name and TIN of common parent:

Name _____.

TIN _____.

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

(n) *Prohibition on Contracting with Inverted Domestic Corporations.*

(1) Government agencies are not permitted to use appropriated (or otherwise made available) funds for contracts with either an inverted domestic corporation, or a subsidiary of an inverted domestic corporation, unless the exception at 9.108-2(b) applies or the requirement is waived in accordance with the procedures at 9.108-4.

(2) *Representation.* The Offeror represents that—

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

(ii) It ☐ is, ☐ is not a subsidiary of an inverted domestic corporation.

(o) *Prohibition on contracting with entities engaging in certain activities or transactions relating to Iran.*

(1) The offeror shall email questions concerning sensitive technology to the Department of State at CISADA106@state.gov.

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

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

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

(iii) Certifies that the offeror, and any person owned or controlled by the offeror, does not knowingly engage in any transaction that exceeds \$3,500 with Iran's Revolutionary Guard Corps or any of its officials, agents, or affiliates, the property and interests in property of which are blocked pursuant to the International Emergency Economic Powers Act (50 U.S.C. 1701 *et seq.*) (see OFAC's Specially Designated Nationals and Blocked Persons List at <http://www.treasury.gov/ofac/downloads/t11sdn.pdf>).

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

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

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

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

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

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

Immediate owner CAGE code: _____.

Immediate owner legal name: _____.

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

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

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

Highest-level owner CAGE code: _____.

Highest-level owner legal name: ____.

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

(q) *Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law.*

(1) As required by sections 744 and 745 of Division E of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235), and similar provisions, if contained in subsequent appropriations acts, The Government will not enter into a contract with any corporation that—

(i) Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless an agency has considered suspension or debarment of the corporation and made a determination that suspension or debarment is not necessary to protect the interests of the Government; or

(ii) Was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless an agency has considered suspension or debarment of the corporation and made a determination that this action is not necessary to protect the interests of the Government.

(2) The Offeror represents that—

(i) It is ☐ is not ☐ a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and

(ii) It is ☐ is not ☐ a corporation that was convicted of a felony criminal violation under a Federal law within the preceding 24 months.

(r) *Predecessor of Offeror.* (Applies in all solicitations that include the provision at 52.204-16, Commercial and Government Entity Code Reporting.)

(1) The Offeror represents that it ☐ is or ☐ is not a successor to a predecessor that held a Federal contract or grant within the last three years.

(2) If the Offeror has indicated “is” in paragraph (r)(1) of this provision, enter the following information for all predecessors that held a Federal contract or grant within the last three years (if more than one predecessor, list in reverse chronological order):

Predecessor CAGE code: ____ (or mark “Unknown”).

Predecessor legal name: ____.

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

(s) *Representation regarding compliance with labor laws (Executive Order 13673)*. If the offeror is a joint venture that is not itself a separate legal entity, each concern participating in the joint venture shall separately comply with the requirements of this provision.

(1)(i) For solicitations issued on or after October 25, 2016 through April 24, 2017: The Offeror ☐ does ☐ does not anticipate submitting an offer with an estimated contract value of greater than \$50 million.

(ii) For solicitations issued after April 24, 2017: The Offeror ☐ does ☐ does not anticipate submitting an offer with an estimated contract value of greater than \$500,000.

(2) If the Offeror checked “does” in paragraph (s)(1)(i) or (ii) of this provision, the Offeror represents to the best of the Offeror's knowledge and belief [Offeror to check appropriate block]:

☐ (i) There has been no administrative merits determination, arbitral award or decision, or civil judgment for any labor law violation(s) rendered against the offeror (see definitions in paragraph (a) of this section) during the period beginning on October 25, 2015 to the date of the offer, or for three years preceding the date of the offer, whichever period is shorter; or

☐ (ii) There has been an administrative merits determination, arbitral award or decision, or civil judgment for any labor law violation(s) rendered against the Offeror during the period beginning on October 25, 2015 to the date of the offer, or for three years preceding the date of the offer, whichever period is shorter.

(3)(i) If the box at paragraph (s)(2)(ii) of this provision is checked and the Contracting Officer has initiated a responsibility determination and has requested additional information, the Offeror shall provide--

(A) The following information for each disclosed labor law decision in the System for Award Management (SAM) at www.sam.gov, unless the information is already current, accurate, and complete in SAM. This information will be publicly available in the Federal Awardee Performance and Integrity Information System (FAPIS):

(1) The labor law violated.

(2) The case number, inspection number, charge number, docket number, or other unique identification number.

(3) The date rendered.

(4) The name of the court, arbitrator(s), agency, board, or commission that rendered the determination or decision;

(B) The administrative merits determination, arbitral award or decision, or civil judgment document, to the Contracting Officer, if the Contracting Officer requires it;

(C) In SAM, such additional information as the Offeror deems necessary to demonstrate its responsibility, including mitigating factors and remedial measures such as offeror actions taken to address the violations, labor compliance agreements, and other steps taken to achieve compliance with labor laws. Offerors may provide explanatory text and upload documents. This information will not be made public unless the contractor determines that it wants the information to be made public; and

(D) The information in paragraphs (s)(3)(i)(A) and (s)(3)(i)(C) of this provision to the Contracting Officer, if the Offeror meets an exception to SAM registration (see FAR 4.1102(a)).

(ii)(A) The Contracting Officer will consider all information provided under (s)(3)(i) of this provision as part of making a responsibility determination.

(B) A representation that any labor law decision(s) were rendered against the Offeror will not necessarily result in withholding of an award under this solicitation. Failure of the Offeror to furnish a representation or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(C) The representation in paragraph (s)(2) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous representation, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation in accordance with the procedures set forth in FAR 12.403.

(4) The Offeror shall provide immediate written notice to the Contracting Officer if at any time prior to contract award the Offeror learns that its representation at paragraph (s)(2) of this provision is no longer accurate.

(5) The representation in paragraph (s)(2) of this provision will be public information in the Federal Awardee Performance and Integrity Information System (FAPIIS).

Note to paragraph (s): By a court order issued on October 24, 2016, this paragraph (s) 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.

(t) *Public Disclosure of Greenhouse Gas Emissions and Reduction Goals.* Applies in all solicitations that require offerors to register in SAM (52.212-1(k)).

(1) This representation shall be completed if the Offeror received \$7.5 million or more in contract awards in the prior Federal fiscal year. The representation is optional if the Offeror received less than \$7.5 million in Federal contract awards in the prior Federal fiscal year.

(2) Representation. [Offeror to check applicable block(s) in paragraph (t)(2)(i) and (ii)]. (i) The Offeror (itself or through its immediate owner or highest-level owner) [] does, [] does not publicly disclose greenhouse gas emissions, i.e., makes available on a publicly accessible Web site the results of a greenhouse gas inventory, performed in accordance with an accounting standard with publicly available and consistently applied criteria, such as the Greenhouse Gas Protocol Corporate Standard.

(ii) The Offeror (itself or through its immediate owner or highest-level owner) [] does, [] does not publicly disclose a quantitative greenhouse gas emissions reduction goal, i.e., make available on a publicly accessible Web site a target to reduce absolute emissions or emissions intensity by a specific quantity or percentage.

(iii) A publicly accessible Web site includes the Offeror's own Web site or a recognized, third-party greenhouse gas emissions reporting program.

(3) If the Offeror checked “does” in paragraphs (t)(2)(i) or (t)(2)(ii) of this provision, respectively, the Offeror shall provide the publicly accessible Web site(s) where greenhouse gas emissions and/or reduction goals are reported:_____.

(u)(1) In accordance with 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), Government agencies are not permitted to use appropriated (or otherwise made available) funds for contracts with an entity that requires employees or subcontractors of such entity seeking to report waste, fraud, 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.

(2) The prohibition in paragraph (u)(1) of this provision does not contravene requirements applicable to Standard Form 312 (Classified Information Nondisclosure Agreement), Form 4414 (Sensitive Compartmented Information Nondisclosure Agreement), or any other form issued by a Federal department or agency governing the nondisclosure of classified information.

(3) Representation. By submission of its offer, the Offeror represents that it will not require its employees or subcontractors to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting waste, fraud, or abuse related to the performance of a Government contract to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information (e.g., agency Office of the Inspector General).

(End of Provision)