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| SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30 | | | | 1. REQUISITION NO. 636-18-3-9073-0011 | PAGE 1 OF 75 |
| 2. CONTRACT NO. | 3. AWARD/EFFECTIVE DATE | 4. ORDER NO. | 5. SOLICITATION NUMBER 36C26318Q0309 | 6. SOLICITATION ISSUE DATE 03-05-2018 | |
| 7. FOR SOLICITATION INFORMATION CALL: | a. NAME Greg Johnson | b. TELEPHONE NO. (No Collect Calls) 605-336-3230 X7847 | 8. OFFER DUE DATE/LOCAL TIME 03-21-2018 2:00PM | | |
| 9. ISSUED BY Department of Veterans Affairs Network Contract Office 23 (NCO 23) 2501 W. 22nd St. Sioux Falls SD 57105 | | CODE 00438/90C | 10. THIS ACQUISITION IS <input type="checkbox"/> UNRESTRICTED OR <input checked="" type="checkbox"/> SET ASIDE: 100 % FOR: <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM NAICS: 238290 <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> EDWOSB <input checked="" type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input type="checkbox"/> 8(A) SIZE STANDARD: \$15 Million | | |
| 11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input checked="" type="checkbox"/> SEE SCHEDULE | 12. DISCOUNT TERMS | 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) <input type="checkbox"/> | | 13b. RATING N/A | |
| 14. METHOD OF SOLICITATION <input checked="" type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP | | 15. DELIVER TO Department of Veterans Affairs Network Contract Office 23 (NCO 23) 2501 W. 22nd St. Sioux Falls SD 57105 | | | |
| 16. ADMINISTERED BY Department of Veterans Affairs Network Contract Office 23 (NCO 23) 2501 W. 22nd St. Sioux Falls SD 57105 | | 17a. CONTRACTOR/OFFEROR CODE _____ FACILITY CODE _____ | | | |
| 18a. PAYMENT WILL BE MADE BY Tungsten Network Electronic Invoicing http://www.tungsten-network.com/customer-campaigns/veterans-affairs/ PHONE: _____ FAX: _____ | | 18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM | | | |
| 19. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER <input type="checkbox"/> | | 20. See CONTINUATION Page SCHEDULE OF SUPPLIES/SERVICES | | | |
| 21. QUANTITY | 22. UNIT | 23. UNIT PRICE | 24. AMOUNT | | |
| Firm Fixed-Price Contract to provide Elevator Inspection and Maintenance Service to Support the VA Central Iowa Health Care System (VACIHCS). Review the Performance Work Statement for additional information on this requirement. This Request for Quote (RFQ) is conducted under FAR Part 13.5, Simplified Procedures for Certain Commercial Items and FAR Part 12, Acquisition of Commercial Services. This solicitation document and incorporated provisions and clauses are those in effect through Federal Acquisition Circular (FAC) 2005-97 dated 01-24-2018. The Government intends to award a Firm Fixed-Price Contract with four (4) option periods to a Veteran-Owned Small Business. The Lowest Price Technically Acceptable (LPTA) source selection process shall be used to evaluate offers. Offerors shall review solicitation submission requirements for required documentation to be submitted with offers. (Use Reverse and/or Attach Additional Sheets as Necessary) | | | | | |
| 25. ACCOUNTING AND APPROPRIATION DATA 636-368-9073-854100-2543-030050190 | | | 26. TOTAL AWARD AMOUNT (For Govt. Use Only) | | |
| 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA <input checked="" type="checkbox"/> | | | 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4, FAR 52.212-5 IS ATTACHED. ADDENDA <input type="checkbox"/> | | |
| 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN _____ COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED <input checked="" type="checkbox"/> | | | 29. AWARD OF CONTRACT: REF. _____ OFFER DATED _____ YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN IS ACCEPTED AS TO ITEMS: <input type="checkbox"/> | | |
| 30a. SIGNATURE OF OFFEROR/CONTRACTOR | | 31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER) | | | |
| 30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT) | 30c. DATE SIGNED | 31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) Greg Johnson 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: Complete SF1449 Section 17a
- b. GOVERNMENT: Contracting Officer 36C263 Greg Johnson (gregory.johnson12@va.gov)

Department of Veterans Affairs
 Network Contract Office 23 (NCO 23)
 2501 W. 22nd St.
 Sioux Falls SD 57105

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

- 52.232-33, 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, upon receipt of a standard invoice

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 Electronic Invoicing
<http://www.tungsten-network.com/customer-campaigns/veterans-affairs/>

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

| AMENDMENT NO | DATE |
|--------------|------|
| | |
| | |
| | |

B.2 PRICE/COST SCHEDULE

| ITEM NUMBER | DESCRIPTION OF SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|-------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|------|------------|--------|
| 0001 | <p>Full maintenance for the Base Year Period of Performance, to include all labor, parts, materials and equipment, which includes call back service (emergency or otherwise), inspections and preventive maintenance of each of the elevators and dumbwaiters listed in the Schedule. Performance of Five-Year Load Tests shall be required on elevators as noted in the Schedule. Contract Period: Base POP Begin: 05-01-2018 POP End: 04-30-2019</p> | 1.00 | YR | | |
| 1001 | <p>Full maintenance for the Option Year 1 Period of Performance, to include all labor, parts, materials and equipment, which includes call back service (emergency or otherwise), inspections and preventive maintenance of each of the elevators and dumbwaiters listed in the Schedule. Performance of Five-Year Load Tests shall be required on elevators as noted in the Schedule. Contract Period: Option 1 POP Begin: 05-01-</p> | 1.00 | YR | | |

2019
POP End: 04-30-2020

| | | | | |
|-------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------|-------|-------|
| 2001 | <p>Full maintenance for the Option Year 2 Period of Performance, to include all labor, parts, materials and equipment, which includes call back service (emergency or otherwise), inspections and preventive maintenance of each of the elevators and dumbwaiters listed in the Schedule. Performance of Five-Year Load Tests shall be required on elevators as noted in the Schedule. Contract Period: Option 2 POP Begin: 05-01-2020 POP End: 04-30-2021</p> | 1.00 YR | _____ | _____ |
| 3001 | <p>Full maintenance for the Option Year 3 Period of Performance, to include all labor, parts, materials and equipment, which includes call back service (emergency or otherwise), inspections and preventive maintenance of each of the elevators and dumbwaiters listed in the Schedule. Performance of Five-Year Load Tests shall be required on elevators as noted in the Schedule. Contract Period:</p> | 1.00 YR | _____ | _____ |

Option 3
 POP Begin: 05-01-2021
 POP End: 04-30-2022

| | | | | | |
|-------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------|----|--|--|
| 4001 | Full maintenance for the Option Year 4 Period of Performance, to include all labor, parts, materials and equipment, which includes call back service (emergency or otherwise), inspections and preventive maintenance of each of the elevators and dumbwaiters listed in the Schedule. Performance of Five-Year Load Tests shall be required on elevators as noted in the Schedule. Contract Period: Option 4 POP Begin: 05-01-2022 POP End: 04-30-2023 | 1.00 | YR | | |
|-------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------|----|--|--|

GRAND TOTAL _____

B.3 STATEMENT OF WORK

STATEMENT OF WORK (SOW)
Elevator Inspection and Maintenance Service Contract
VA Central Iowa Health Care System (VACIHCS)

GENERAL DESCRIPTION:

1. This scope to cover full maintenance, to include all labor, parts, materials and equipment, which includes call back service (emergency or otherwise), inspections and preventive maintenance of each of the elevators and dumbwaiters listed in the Schedule. Performance of Five-Year Load Tests shall be required on elevators as noted in the Schedule. Contractor shall have the ability to maintain/obtain service for the Montgomery Control System to access computer SCR drive, for elevators 9676, 9675, 9150 and 9149 in Building Nos. 1 and 1W.
2. During the inspection visits, the Contractor shall clean, adjust, and fabricate the equipment specified, determine the nature and extent of any trouble required to restore the elevators, lifts and dumbwaiters to satisfactory service, and if conditions warrant, furnish and install parts required subject to any special conditions identified elsewhere in this solicitation. All equipment, materials and installation, and record keeping requirements shall conform to the American National Standard Safety Code for Elevators, Dumbwaiters, Escalators and Moving Walks – ANSI, A17.1, current edition; Existing Elevators – ANSI, A17.3, Existing Elevators; and American Standard Practice for Inspection of Elevators, Inspectors manual, A17.2 – most current edition.
3. This requirement for elevator inspection and maintenance services is 100% set-aside for Veteran-Owned Small Business. By submission of an offer and execution of a contract, the Offeror/Contractor agrees that in performance of the contract for Services that at least 50 percent of the cost of contract performance incurred for personnel shall be expended for employees of the concern.

INSPECTIONS:

1. All passenger and service type elevators shall be inspected on a weekly basis.
2. All freight type elevators and dumbwaiters shall be inspected semi-monthly.

CLEANING, LUBRICATION AND ADJUSTMENT SERVICES:

As required, service shall include but is not limited to motors, generators, controllers, relay panels, selectors, leveling devices, operating devices, switches on car and in hoistway, hoistway door and car door or gate operating device, interlocks and contacts, guide shoes, guide grooves in hoistway and car door sills, hangars for all doors and car doors or gates, signal system, car safety device, governors, tension frames and sheaves in pit shall be cleaned, lubricated and adjusted. Hoist motor and generator brushed shall be checked for wear at least every two weeks. Accumulated carbon dust shall be removed from commutators, brush rings and windings at the same time. Cleaning and refinishing of the interior of cars and exterior of hoistway frames and doors are excluded. In addition, the same services for equivalent equipment, all control and operating valves in machine room and pit, pumps, and belts shall be furnished for hydraulic elevators included under this contract.

CLEANING SERVICES:

Service includes but is not limited to guide rails, overhead sheaves and beams, counter weight frames, tops of cars, bottom of platforms, and machine room floor shall be brushed clean at least once a month. Pits shall be brushed clean and all accumulated rubbish shall be removed from the pits at least once a month. A complete cleaning of the entire installation including all machine room equipment, hoistway equipment, machine room floors and walls, hoistway walls, supporting structures, etc., shall be accomplished once a year as scheduled by the COR. Necessary cleaning supplies, vacuum cleaner, etc., shall be furnished by the Contractor.

LUBRICATION SERVICES:

Service shall include but is not limited to lubrication of all sheaves, machine, and motor bearing and hoisting ropes; machine stuffing box and bearings on motor operated brakes shall be repacked and gear cases and guide lubricators shall be refilled when required. Hydraulic fluid shall be sufficient to maintain required operating levels and shall be furnished on all hydraulic elevators.

ADJUSTMENT SERVICES:

All hoisting ropes shall be examined and the tension equalized and whenever necessary to ensure maintenance of adequate safety factors, all hoisting ropes and governor ropes shall be renewed. The exterior of the machinery and other parts of the equipment, subject to rust, shall be kept properly painted and presentable at all times. The motor windings shall be kept free of dust and properly lubricated where guide shoes are used. Guide shoe rollers and guides shall be renewed as required to ensure smooth and satisfactory operation. All electrical wiring and conductors extending to elevator and dumbwaiters from circuit breakers or main line switches in machine rooms and from outlets in the hoistway shall be repaired and/or replaced when required. Circuit breakers or main line switches, together with fuses for same, are excluded.

MATERIALS TO BE FURNISHED:

The Contractor shall furnish all parts, lubricants, hydraulic fluid, cleaning supplies, tools and equipment necessary to perform the work described above. All lubricants shall be as recommended by the manufacturer of the equipment.

PARTS TO BE FURNISHED AND INSTALLED OR REPAIRED:

1. The Contractor shall furnish and install or repair when and as necessary, machine hydraulic pumps, motor generators, fans, controllers, selectors, worms, gears, thrusts, windings, commutators, hydraulic pump "VEE" belts and pulleys, hydraulic valve components and coils, circuits, magnet frames, relays, contactors, control fuses, cams, car door and hoistway door hangars, tracks and car gates, safety devices, governors, push buttons, annunciators, hall lanterns and indicators, lamp replacements in signal systems and all other elevator signal and accessory equipment complete. All parts shall be of the original manufacturer's design and specification or equal thereto.
2. All defective parts requiring replacement shall be removed and repaired or new parts shall be installed promptly at no additional cost to the Government.
3. The Contractor shall not be responsible to supply and replace SCR drives circuit boards, incandescent or fluorescent lamps for car light fixtures; supply and replace floor covering on elevator car platform; make renewals or repairs necessitated by reason of negligence or

misuse of the equipments by persons other than the Contractor, his representatives and employees or by reason of any other cause beyond control of the Contractor, except normal wear and tear; install new attachments as may be recommended or directed by inspection firms or by Federal, State, Municipal or other Government authorities.

4. The Contractor shall be required to correct all deficiencies as noted by an independent elevator inspection service under separate contract. All deficiencies noted shall be valid requirements of the American Standard Practice for Inspection of Elevators, Inspection manual A-17.2, and most current editions and shall be corrected within thirty (30) days of receipt of the report.

PERFORMANCE TESTING:

1. The Contractor shall maintain the elevators and dumbwaiters to meet the manufacturer's design performance levels, or the minimum performance requirements of the elevator and dumbwaiters identified in the requirements.
2. The Contractor shall maintain the elevators to provide a comfortable elevator ride with smooth acceleration, retardation and soft stop. Door operations shall be quiet and positive with smooth checking at the extremes of travel.

FIRE RECALL CHECKING:

Contractor shall perform monthly checks on fire recall systems on all elevators connected to the fire alarm system.

FIVE-YEAR INSPECTIONS:

The Contractor shall perform the five-year inspections as stated in this scope of work. The inspections shall be thorough and cover all items as specified in the ASME/ANSI Standards, A17.1, A17.2, and A17.3. The Contractor shall provide all parts, weights, equipment and labor necessary to perform said testing as per latest code requirements. The tests shall be witnessed and certified by a Department of Veterans Affairs retained elevator inspector. Testing and inspection shall be scheduled by the COR. The Contractor shall be given a minimum of ten (10) days advance notice of inspection dates and times. It should be assumed by the maintenance Contractor that these tests and inspections will not occur on regularly schedule maintenance days of this maintenance contract. Test requirements include:

- a. Tripping the car governor by hand at rated load, at rated speed. (Rule 1002.3a)
- b. Governor tripping speeds to be accomplished by removing the governor rope from the sheave. (Rule 1002.3b)
- c. Car oil buffers shall be tested by running the car with its rated load onto the buffer at rated speed. Counterweight oil buffers shall be tested by running the counterweight onto its buffer at rated speed no load in the car. (Rule 1002.3c)
- d. Brake, 125% of rated load shall be placed in the car and ran to the lowest landing by normal means. The driving machine should safely lower, stop and hold the car with this overload. (Rule 1002.3d)

QUALIFICATIONS OF PERSONNEL:

All work performed shall be performed by an Elevator Mechanic. Elevator Mechanic Helpers or Probationary Helpers shall be allowed to **assist** in maintaining specified equipment only in the presence of an Elevator Mechanic.

CALL BACK SERVICE:

Prompt call back service (emergency or otherwise) shall be provided within two hours in response to requests by telephone or otherwise from the Contracting Officer, or designee, in case of a shut down or if emergency trouble should develop between regular examinations. This call back service shall be rendered at any hour of any day of the week as required at no additional cost to the Government. The Contractors' service personnel shall be on the job site performing required services within the two-hour response time indicated above.

EMERGENCY CALL BACK SERVICE – PASSENGERS TRAPPED:

When notified that passengers are trapped in an elevator, the emergency response time shall be within thirty (30) minutes.

SPECIAL REQUIREMENTS:

1. The resulting scope of work shall be for the period May 1, 2018 through April 30, 2019, with the option to renew for four (4) additional one year periods.
2. Work required in the performance of the contract shall be performed during the Medical Centers' regular administrative working hours, 8:00 a.m. to 4:30 p.m., except the Contractor shall provide prompt emergency call back service at any hour, and on any day of the week. Upon arriving at the Medical Center to perform services, the Contractor shall report to the Contracting Officer's Technical Representative (COR) or the engineering person on duty.
3. The Contractor shall be present when the independent elevator inspections are performed twice each year by the independent elevator inspection service contractor. The semi-annual independent elevator inspection services shall be scheduled by the COR.

REPORT OF SERVICES:

Upon arrival at the facility, the Contractors' service person shall report to the Maintenance & Operations Office to sign in (during normal business hours of 8:00 a.m. to 4:30 p.m.) before going to the work site. Upon completion of any inspection or service, including any call back work, the Contractor or his representative shall make a brief verbal report of what was accomplished before departure (only during normal business hours) from the Medical Center premises. This report shall be made in person to the Maintenance & Operations Chief or designee on duty at the time. A brief written report shall be submitted to the COR prior to the 10th day of each month, certifying compliance with inspection and service requirements of the previous month and noting any exceptions and reasons for the exceptions. Negative reports are required to ensure that this requirement is met. Additionally, the Contractor shall make a

written report to the Contracting Officer within five (5) working days from the time the Contractor encounters a need for repairs or repair parts, which, in the Contractor's opinion, are external to the provisions of the scope of work. This latter report shall indicate that which is considered beyond the scope of work, but is required to maintain the equipment in perfect operating condition.

LOG BOOK:

All scheduled inspections and emergency call back services shall be logged in the Maintenance & Operations Office by (1) Person, (2) Date, (3) Purpose and (4) Corrective Action in the Elevator Log Book located in the area designated by the COR.

RECORDS:

The Contractor shall maintain a complete orderly and chronological file including drawings, complete part lists, and copies of all reports as required by these specifications. This file shall be available for VA inspection upon request, and a copy of this complete file shall be furnished to the VA Medical Center during the last month of the contract period. A record of all call backs and repairs shall be given to the Maintenance & Operations Chief indicating difficulties experienced and the corrective measures taken to eliminate these difficulties.

CODE REVISIONS:

All changes/revisions to coded reference above shall be included under the terms of this contract the calendar year following said change.

ADVANCE APPROVAL:

Any work performed beyond this scope shall be approved by the Contracting Officer prior to accomplishment. Failure to obtain this advance approval may result in non-payment for the work. The government reserves the right to make such corrections by the most advantageous method.

Subcontracting of work is not allowed without authorization from the Contracting Officer.

SCHEDULE OF ELEVATORS AND DUMBWAITERS TO BE SERVICED:

| <u>Location of Elevator</u> | <u>Number, Type</u> | <u>Make</u> |
|-----------------------------|-------------------------------|-------------------|
| Building #1 | 566 TYPE, Hydraulic passenger | Schumacher |
| Building #1 | 566 TYPE, Hydraulic passenger | Schumacher |
| Building #1 | 9675, Gear passenger | Haughton |
| Building #1 | 9676, Gear passenger | Haughton |
| Building #1W | 9150, Gear freight | Haughton |
| Building #1W | 9149, Gear passenger | Haughton |
| Building #1W | 9151, Dumbwaiter | Haughton |
| Building #1W | 9152, Dumbwaiter | Haughton |
| Building #2 | CP-43501, Hydraulic passenger | Montgomery |
| Building #2 | 9926, Hydraulic freight | Schumacher |
| Building #2 | Hydraulic freight | Schumacher |
| Building #3 | H900, Hydraulic passenger | Elevator Controls |

| | | |
|--------------|-----------------------------|----------------------|
| Building #4 | Hydraulic passenger | Thyssen Krupp TAC-32 |
| Building #5 | HSCL-2, Hydraulic passenger | Schumacher |
| Building #12 | Hydraulic passenger | Schumacher |
| Building #12 | Hydraulic passenger | Schumacher |

5 Year Load Test: Elevators in Building #1 and 1W requiring 5-year load test in 2018:

| <u>Location</u> | <u>Number</u> | <u>Type</u> | <u>Make</u> |
|-----------------|---------------|----------------|-------------|
| Building #1 | 9675 | Gear Passenger | Haughton |
| Building #1 | 9676 | Gear Passenger | Haughton |
| Building #1W | 9150 | Gear freight | Haughton |
| Building #1W | 9149 | Gear passenger | Haughton |

SECTION C - CONTRACT CLAUSES

C.1 52.203-19 PROHIBITION ON REQUIRING CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS OR STATEMENTS (JAN 2017)

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

Internal confidentiality agreement or statement means a confidentiality agreement or any other written statement that the contractor requires any of its employees or subcontractors to sign regarding nondisclosure of contractor information, except that it does not include confidentiality agreements arising out of civil litigation or confidentiality agreements that contractor employees or subcontractors sign at the behest of a Federal agency.

Subcontract means any contract as defined in subpart 2.1 entered into by a subcontractor to furnish supplies or services for performance of a prime contract or a subcontract. It includes but is not limited to purchase orders, and changes and modifications to purchase orders.

Subcontractor means any supplier, distributor, vendor, or firm (including a consultant) that furnishes supplies or services to or for a prime contractor or another subcontractor.

(b) The Contractor shall 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).

(c) The Contractor shall notify current employees and subcontractors that prohibitions and restrictions of any preexisting internal confidentiality agreements or statements covered by this clause, to the extent that such prohibitions and restrictions are inconsistent with the prohibitions of this clause, are no longer in effect.

(d) The prohibition in paragraph (b) of this clause 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.

(e) 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) use of funds appropriated (or otherwise made available) is prohibited, if the Government determines that the Contractor is not in compliance with the provisions of this clause.

(f) The Contractor shall include the substance of this clause, including this paragraph (f), in subcontracts under such contracts.

(End of Clause)

C.2 52.212-4 CONTRACT TERMS AND CONDITIONS—COMMERCIAL ITEMS (JAN 2017)

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

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

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

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

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

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

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

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

(g) *Invoice.*

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

(i) Name and address of the Contractor;

(ii) Invoice date and number;

- (iii) Contract number, line item number and, if applicable, the order number;
- (iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;
- (v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;
- (vi) Terms of any discount for prompt payment offered;
- (vii) Name and address of official to whom payment is to be sent;
- (viii) Name, title, and phone number of person to notify in event of defective invoice; and
- (ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.
- (x) Electronic funds transfer (EFT) banking information.

(A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.

(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer—System for Award Management, or 52.232-34, Payment by Electronic Funds Transfer—Other Than System for Award Management), or applicable agency procedures.

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

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

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

(i) *Payment.*—

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

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

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

(4) *Discount.* In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to

have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

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

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

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

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

(C) Affected line item or subline item, if applicable; and

(D) Contractor point of contact.

(ii) Provide a copy of the remittance and supporting documentation to the Contracting Officer.

(6) *Interest.*

(i) All amounts that become payable by the Contractor to the Government under this contract shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury as provided in 41 U.S.C. 7109, which is applicable to the period in which the amount becomes due, as provided in (i)(6)(v) of this clause, and then at the rate applicable for each six-month period as fixed by the Secretary until the amount is paid.

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

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

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

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

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

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

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

(A) The date fixed under this contract.

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

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

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

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

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

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

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

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

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

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

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

(m) *Termination for cause.* The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

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

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

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

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

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

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

- (1) The schedule of supplies/services.
- (2) The Assignments, Disputes, Payments, Invoice, Other Compliances, Compliance with Laws Unique to Government Contracts, and Unauthorized Obligations paragraphs of this clause;
- (3) The clause at 52.212-5.
- (4) Addenda to this solicitation or contract, including any license agreements for computer software.
- (5) Solicitation provisions if this is a solicitation.
- (6) Other paragraphs of this clause.
- (7) The Standard Form 1449.
- (8) Other documents, exhibits, and attachments
- (9) The specification.

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

(1) Unless exempted by an addendum to this contract, the Contractor is responsible during performance and through final payment of any contract for the accuracy and completeness of the data within the SAM database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the SAM database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the SAM database to ensure it is current, accurate and complete. Updating information in the SAM does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(2)(i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract,

but has not completed the necessary requirements regarding novation and change-of-name agreements in FAR subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to (A) change the name in the SAM database; (B) comply with the requirements of subpart 42.12; and (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (t)(2)(i) of this clause, or fails to perform the agreement at paragraph (t)(2)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the SAM information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

(3) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the SAM record to reflect an assignee for the purpose of assignment of claims (see Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the SAM database. Information provided to the Contractor's SAM record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.

(4) Offerors and Contractors may obtain information on registration and annual confirmation requirements via SAM accessed through <https://www.acquisition.gov>.

(u) *Unauthorized Obligations.*

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

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

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

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

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

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

(End of Clause)

C.3 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS—COMMERCIAL ITEMS (JAN 2018)

(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 (JAN 2018) (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)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Items (May 2008) (42 U.S.C.6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

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

(36) 52.223-11, Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (JUN 2016) (E.O. 13693).

(37) 52.223-12, Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (JUN 2016) (E.O. 13693).

(38)(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.

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

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

- (40) 52.223-15, Energy Efficiency in Energy-Consuming Products (DEC 2007)(42 U.S.C. 8259b).
- (41)(i) 52.223-16, Acquisition of EPEAT®-Registered Personal Computer Products (OCT 2015) (E.O.s 13423 and 13514).
- (ii) Alternate I (JUN 2014) of 52.223-16.
- (42) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (AUG 2011)
- (43) 52.223-20, Aerosols (JUN 2016) (E.O. 13693).
- (44) 52.223-21, Foams (JUN 2016) (E.O. 13693).
- (45) (i) 52.224-3, Privacy Training (JAN 2017) (5 U.S.C. 552a).
- (ii) Alternate I (JAN 2017) of 52.224-3.
- (46) 52.225-1, Buy American—Supplies (MAY 2014) (41 U.S.C. chapter 83).
- (47)(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.
- (48) 52.225–5, Trade Agreements (OCT 2016) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).
- (49) 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).
- (50) 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).
- (51) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).
- (52) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).
- (53) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).
- (54) 52.232-30, Installment Payments for Commercial Items (JAN 2017) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).
- (55) 52.232-33, Payment by Electronic Funds Transfer—System for Award Management (Jul 2013) (31 U.S.C. 3332).

(56) 52.232-34, Payment by Electronic Funds Transfer—Other than System for Award Management (Jul 2013) (31 U.S.C. 3332).

(57) 52.232-36, Payment by Third Party (MAY 2014) (31 U.S.C. 3332).

(58) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

(59) 52.242-5, Payments to Small Business Subcontractors (JAN 2017)(15 U.S.C. 637(d)(12)).

(60)(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).

| | |
|-------------------------|-------------------------------|
| Employee Class | Monetary Wage-Fringe Benefits |
| 23210 Elevator Repairer | WG-10 \$21.75 / hour |

FOR INFORMATIONAL

PURPOSES ONLY

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

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

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

(xix) 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).

(xx) 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.

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

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

(End of Clause)

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

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

(End of Clause)

C.5 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 calendar days prior to contract expiration; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 45 calendar days before the contract expires. The preliminary notice does not commit the Government to an extension.

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

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

(End of Clause)

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

Funds are not presently available for performance under this contract beyond September 30, 2018. The Government's obligation for performance of this contract beyond that date is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise for performance under this contract beyond September 30, 2018, until funds are made available to the Contracting Officer for performance and until the Contractor receives notice of availability, to be confirmed in writing by the Contracting Officer.

(End of Clause)

C.7 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

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

(End of Clause)

| <u>FAR Number</u> | <u>Title</u> | <u>Date</u> |
|------------------------------|------------------------------------------------------------------------------------------------------|--------------------|
| 52.203-17 | CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS | APR 2014 |
| 52.204-4 | PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER | MAY 2011 |
| 52.228-5 | INSURANCE—WORK ON A GOVERNMENT INSTALLATION | JAN 1997 |
| 52.232-18 | AVAILABILITY OF FUNDS | APR 1984 |
| 52.232-40 | PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS | DEC 2013 |

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

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

(End of Clause)

C.9 VAAR 852.219-11 VA NOTICE OF TOTAL VETERAN-OWNED SMALL BUSINESS SET-ASIDE (JUL 2016)(DEVIATION)

(a) *Definition.* For the Department of Veterans Affairs, “Veteran-owned small business or VOSB.”—

(1) Means a small business concern—

(i) Not less than 51 percent of which is owned by one or more 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 veterans;

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

(iii) The business meets Federal small business size standards for the applicable North American Industry Classification System (NAICS) code identified in the solicitation document;

(iv) The business has been verified for ownership and control pursuant to 38 CFR 74 and is so listed in the Vendor Information Pages database, (<https://www.vip.vetbiz.gov>): and

(v) The business will comply with subcontracting limitations in 13 CFR 125.6, as applicable

(2) “Veteran” is defined in 38 U.S.C. 101(2).

(b) *General.*

(1) Offers are solicited only from verified veteran-owned small business concerns. All service-disabled veteran-owned small businesses are also determined to be veteran-owned small businesses if they meet the criteria identified in paragraph (a)(1) of this section. Offers received from concerns that are not veteran-owned small business concerns shall not be considered.

(2) Any award resulting from this solicitation shall be made to a verified veteran-owned small business concern.

(c) *Agreement.* A veteran-owned small business concern agrees that in the performance of the contract, the concern will comply with the limitation on subcontracting requirements in 13 CFR §125.6.

(d) A joint venture may be considered a veteran-owned small business concern if the joint venture complies with the requirements in 13 CFR 125.15, provided that any reference therein to SDVO SBC is to be construed to apply to a VA verified SDVOSB and/or VOSB as appropriate.

(e) Any veteran-owned small business concern (non-manufacturer) must meet the requirements in 19.102(f) of the Federal Acquisition Regulation to receive a benefit under this program.

(End of Clause)

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

This solicitation includes VAAR Clause 852.219-11 VA Notice of Total Veteran-Owned Small Business Set-Aside. Accordingly, any contract resulting from this solicitation will include this clause. The contractor is advised in performing contract administration functions, the CO may use the services of a support contractor(s) retained by VA to assist in assessing the contractor's compliance with the limitations on subcontracting or percentage of work performance requirements specified in the clause. To that end, the support contractor(s) may require access to contractor's offices where the contractor's business records or other proprietary data are retained and to review such business records regarding the contractor's compliance with this requirement. All support contractors conducting this review on behalf of VA will be required to sign an "Information Protection and Non-Disclosure and Disclosure of Conflicts of Interest Agreement" to ensure the contractor's business records or other proprietary data reviewed or obtained in the course of assisting the CO in assessing the contractor for compliance are protected to ensure information or data is not improperly disclosed or other impropriety occurs. Furthermore, if VA determines any services the support contractor(s) will perform in assessing compliance are advisory and assistance services as defined in FAR 2.101, Definitions, the support contractor(s) must also enter into an agreement with the contractor to protect proprietary information as required by FAR 9.505-4, obtaining access to proprietary information, paragraph (b). The contractor is required to cooperate fully and make available any records as may be required to enable the CO to assess the contractor's compliance with the limitations on subcontracting or percentage of work performance requirement.

C.11 VAAR 852.232-72 ELECTRONIC SUBMISSION OF PAYMENT REQUESTS (NOV 2012)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(End of Clause)

C.12 VAAR 852.237-70 CONTRACTOR RESPONSIBILITIES (APR 1984)

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

(End of Clause)

SECTION D - CONTRACT DOCUMENTS, EXHIBITS, OR ATTACHMENTS

SERVICE CONTRACT LABOR STANDARDS WAGE DETERMINATIONS

WD 96-0134 (Rev.-30) was first posted on www.wdol.gov on 01/02/2018
Elevator Services

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: 1996-0134
Revision No: 30
Date Of Revision: 12/26/2017

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.35 for calendar year 2018 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 \$10.35 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 2018. 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

This wage determination applies to the following locations: for GSA CONTRACTS ONLY:

ALABAMA: As defined in the 4 locations below:

(1) Autauga, Barbour, Bibb, Blount, Bullock, Butler, Calhoun, Chambers, Cherokee, Chilton, Clay, Cleburne, Coffee, Colbert, Coosa, Cullman, Dallas, Elmore, Etowah, Fayette, Franklin, Greene, Hale, Jefferson, Lamar, Lauderdale, Lawrence, Limestone, Lowndes, Macon, Madison, Marengo, Marion, Marshall, Montgomery, Morgan, Perry, Pickens, Randolph, St. Clair, Shelby, Sumter, Talladega, Tallapoosa, Tuscaloosa, Walker and Winton.

(2) Baldwin, Choctaw, Clarke, Conecuh, Covington, Creenshaw, Dale, Escambia, Geneva, Henry, Houston, Mobile, Monroe, Pike, Washington and Wilcox.

(3) Lee and Russell.

(4) DeKalb and Jackson.

ARKANSAS: As defined in the 2 locations below:

(1) Statewide, except : Crittenden

(2) Crittenden

COLORADO: Statewide

FLORIDA: As defined in the 5 locations below:

(1) Alachua, Baker, Bradford, Clay, Columbia, Dixie, Duval, Flagler, Franklin, Gadsden, Gilchrist, Hamilton, Jefferson, Lafayette, Leon, Liberty, Madison, Nassau, Putnam, St. Johns, Suwannee, Taylor, Union, and Wakulla.

(2) Broward, Collier, Dade, Henry, Martin, Monroe, and Palm Beach.

(3) Charlotte, Citrus, De Soto, Glads, Hardee, Hernando, Hillsborough, Lee, Levy, Manatee, Pasco, Pinellas, Sarasota, and Sumter.

(4) Brevard, Highlands, Indian River, Lake, Marion, Okeechobee,

Orange, Osceola, Polk, St. Lucie, Seminole and Volusia.

(5) Bay, Calhoun, Escambia, Gulf, Holmes, Jackson, Okaloosa, Santa Rosa, Walton and Washington.

GEORGIA: As defined in the 4 location below:

(1) Atkinson, Bacon, Baker, Berrien, Brantley, Brooks, Camden, Chalton, Clinch, Coffee, Colquitt, Cook, Decatur, Dougherty, Early, Echols, Grady, Glynn, Lanier, Lowndes, Miller, Mitchell, Pierce, Seminole, Thomas, Tift, Ware and Worth.

(2) Catoosa, Chattooga, Dade, Fannin, Gilmer, Gordon, Murray, Walker and Whitfield.

(3) Rabun

(4) Statewide except those listed in locations 1, 2 and 3.

IOWA: As defined in the 3 locations below:

(1) Statewide except Allamakee, Clayton, Dubuque, Fremont, Harrison, Jackson, Mills, Montgomery, Page, Pottawattamie, and Shelby.

(2) Fremont, Harrison, Mills, Montgomery, Page, Pottawattamie and Shelby.

(3) Allamakee, Clayton, Dubuque, and Jackson.

KANSAS: Statewide

KENTUCKY: As defined in the 4 locations below:

(1) Boone, Bracken, Campbell, Gallatin, Grant, Kenton, Mason and Pendleton.

(2) Ballard, Caldwell, Calloway, Carlisle, Christian, Crittenden, Daviess, Fulton, Graves, Henderson, Hickman, Hopkins, Livingston, Lyon, Marshall, McCracken, Mclean, Trigg, Union and Webster.

(3) Adair, Allen, Anderson, Barren, Bath, Bell, Bourbon, Boyle, Breathitt, Breckinridge, Bullitt, Butler, Carroll, Casey, Clark, Clay, Clinton, Cumberland, Edmonson, Elliott, Estill, Fayette, Fleming, Floyd, Franklin, Garrard, Grayson, Green, Hancock, Hardin, Harlan, Harriison, Hart, Henry, Jackson, Jefferson, Jessamine, Johnson, Knott, Knox, Larue, Laurel, Lee, Leslie, Letcher, Lincoln, Logan, Madison, Magoffin, Marion, McCreary, Meade, Menifee, Mercer, Metcalfe, Monroe, Montgomery, Morgan, Muhlenberg, Nelson, Nicholas, Ohio, Oldham, Owen, Owsley, Perry, Pike, Powell, Pulaski, Robertson, Rockcastle, Rowen, Russell, Scott, Shelby, Simpson, Spencer, Taylor, Todd, Trimble, Warren, Washington, Wayne, Whitley, Wofle and Woodford.

(4) Boyd, Carter, Greenup, Lawrence, Lewis, Martin, and Pike

LOUISIANA: As defined in the 3 locations below:

(1) Acadia, Ascension, Assumption, Avoyelles, Concordia, East Baton Rouge, East Feliciana, Evangeline, Iberia, Iberville, Jefferson, Lafayette, LaFourche, Livingston, Orleans, Plaquemines, Pointe Coupee, St. Bernard, St. Charles, St. Helena, St. James, St. John the Baptist, St. Landry, St. Martin, St. Mary, St. Tammany, Tangipahoa, Terrebonne, Vermillion, Washington, West Baton Rouge, and West Feliciana.

(2) Bienville, Bossier, Caddo, Caldwell, Catahoula, Claiborne, De Soto, E. Carroll, Franklin, Grant, Jackson, La Salle, Lincoln, Madison, Morehouse, Natchitoches, Ouachita, Rapides, Red River, Richland, Sabine, Tensas, Union, Vernon, Webster, W. Carroll and Winn.

(3) Allen, Beauregard, Calcasieu, Cameron, and Jefferson Davis.

MISSISSIPPI: As defined in the 3 locations below:

(1) Attala, Kemper, Leake, Lowndes, Neshoba, Noxubee, Oktibbeha and Winston.

(2) Clarke, George, Greene and Jackson.

(3) Adams, Amite, Claiborne, Copiah, Covington, Forrest, Franklin, Hancock, Harrison, Hinds, Jasper, Jefferson, Jefferson Davis, Jones, Lamar, Lauderdale, Lawrence, Lincoln, Madison, Marion, Newton, Pearl River, Perry, Pike, Rankin, Scott, Simpson, Smith, Stone, Walthall, Warren, Wayne, Wilkinson and Yazoo.

(4) Alcorn, Benton, Bolivar, Calhoun, Carroll, Chickasaw, Choctaw,

Clay, Coahoma, DeSoto, Grenada, Holmes, Humphrey, Issaquena, Itawamba, Lafayette, Lee, Leflore, Marshall, Monroe, Montgomery, Panola, Pontotoc, Prentiss, Quitman, Sharkey, Sunflower, Tallahatchie, Tate, Tippah, Tishomingo, Tunica, Union, Washington, Webstr and Yalobusha.

MISSOURI: As defined in the 2 locations below:

(1) Andrew, Atchison, Barry, Barton, Bates, Benton, Boone, Buchanan, Caldwell, Carroll, Cass, Cedar, Chariton, Christian, Clay, Clinton, Cooper, Dade, Dallas, Daviess, Dekalb, Douglas, Gentry, Greene, Grundy, Harrison, Henry, Hickory, Holt, Howard, Jackson, Jasper, Johnson, Laclede, Lafayette, Lawrence, Linn, Livingston, McDonald, Mercer, Miller, Moniteau, Morgan, Newton, Nodaway, Ozark, Pettis, Platte, Polk, Putnam, Ray, St. Clair, Saline, Stone, Sullivan, Taney, Vernon, Webster, Worth, and Wright.

(2) Adair, Audrain, Bollinger, Butler, Callaway, Camden, Cape Girardeau, Carter, Clark, Cole, Crawford, Dent, Dunklin, Franklin, Gasconade, Howell, Iron, Jefferson, Knox, Lewis, Lincoln, Macon, Madison, Maries, Marion, Mississippi, Monroe, Montgomery, New Marid, Oregon, Osage, Pemiscot, Perry, Phelps, Pike, Pulaski, Ralls, Randolph, Reynolds, Ripley, Schuyler, Scotland, Scott, Shannon, Shelby, St. Charles, St. Francois, St. Louis, St. Louis City, Ste. Genevieve, Stoddard, Texas, Warren, Washington and Wayne.

MONTANA: Statewide

NEBRASKA: As defined in the 2 locations baelow:

(1) Statewide, except: Burt, Cedar, Cumoing, Dakota, Dixon, Staton, Thurston and Wayne.

(2) Burt, Cedar, Cuming, Dakota, Dixon, Stanton, Thurston and Wayne.

NEW MEXICO: Statewide

NORTH CAROLINA: As defined in the 3 locations below:

(1) Alexander, Alleghay, Anson, Avery, Buncombe, Burke, Cabarrus, Caldwell, Catawba, Cherokee, Clay, Cleveland, Gaston, Graham, Haywood, Hendeson, Iredell, Jackson, Lincoln, Macon, Madison, McDowell, Mecklenburg, Mitchell, Montgomery, Polk, Richmond, Rowen, Rutherford, Stanly, Swain, Transylvania, Union, Watauga, Wilkes and Yancey.

(2) Alamance, Beaufort, Bertie, Bladen, Brunswick, Carteret, Caswell, Chatham, Columbus, Craven, Cumberland, Davidson, Davie, Duplin, Durham, Edgecombe, Forsyth, Franklin, Granville, Greene, Guilford, Halifax, Harnett, Hoke, Hyde, Johnston, Jones, Lee, Lenoir, Martin, Moore, Nash, New Hanover, Onlsow, Orange, Pamilco, Pender, Person, Pitt, Randolph, Robeson, Rockingham, Sampson, Scotland, Stokes, Surry, Tyrrell, Vance, Wake, Warren, Washington, Wayne, Wilson and Yadkin.

(3) Camden, Chowan, Currituck, Dare, Gates, Hertford, Northampton, Pasquotank and Perquimans.

NORTH DAKOTA: Statewide

OKLAHOMA: As defined in the 2 locations below:

(1) Adair, Atoka, Bryan, Cherokee, Choctaw, Coal, Craig, Creek, Delaware, Haskell, Hughes, Latimer, LeFlore, Mayes, McCurtain, McIntosh, Muskogee, Nowata, Okfuskee, Okmulgee, Osage, Ottawa, Pawnee, Pittsburg, Pushmataha, Rogers, Sequoyah, Tulsa, Wagoner, and Washington.

(2) Alfalfa, Beaver, Beckham, Blaine, Caddo, Canadian, Carter, Cimarron, Cleveland, Comanche, Cotton, Custer, Dewey, Ellis, Garfield, Garvin, Grady, Grant, Greer, Harmon, Harper, Jackson, Jefferson, Johnston, Kay, Kingfisher, Kiowa, Lincoln, Logan, Love, Major, Marshall, McClain, Murray, Noble, Oklahoma, Payne, Pontotoc, Pottawatomie, Roger Mills, Seminole, Stephens, Texas, Tillman, Washita, Woods, and Woodward.

SOUTH CAROLINA: As defined in the 2 locations below:

(1) Statewide except: Aiken, Allendale, Bamberg, Barnwell, Beaufort, Edgefield, Hampton and Jasper.

(2) Aiken, Allendale, Bamberg, Barnwell, Beaufort, Edgefield, Hampton and Jasper.

SOUTH DAKOTA: Statewide

TENNESSEE: As defined in the 2 locations below:

(1) Benton, Carroll, Chester, Crockett, Decatur, Dyer, Fayette, Gibson, Hardeman, Hardin, Haywood, Henderson, Henry, Houston, Humphreys, Lake, Lauderdale, Madison, McNairy, Obion, Perry, Shelby, Stewart, Tipton, Wayne and Weakley.

(2) Andersen, Bedford, Bledsoe, Blount, Bradley, Campbell, Cannon, Carter, Cheathan, Clay, Coffee, Cheatham, Claiborne, Clay, Cocke, Coffee, Cumberland, Davidson, De Kalb, Dickson, Fentress, Franklin, Giles, Grainger, Greene, Grundy, Hamblen, Hamilton, Hancock, Hawkins, Hickman, Jackson, Jefferson, Johnson, Knox, Lawrence, Lewis, Lincoln, Loudon, Macon, Marion, Marshall, Maury, McMinn, Meigs, Monroe, Montgomery, Moore, Morgan, Overton, Pickett, Polk, Putnam, Rhea, Roane, Robertson, Rutherford, Scott, Sequatchie, Sevier, Smithy, sullivan, sumner, Trousdale, Unicoi, Union, Van Buren, Warren, Washington, White, Williamson and Wilson.

TEXAS: As defined in the 5 locations below:

(1) Anderson, Andrews, Archer, Armstrong, Bailey, Baylor, Bell, Borden, Bosque, Bowie, Briscoe, Brown, Callahan, Camp, Carson, Cass, Castro, Cherokee, Childress, Clay, Cochran, Coke, Coleman, Collin, Collingsworth, Comanche, Cooke, Cottle, Crosby, Dallam, Dallas, Dawson, Deaf Smith, Delta, Denton, Dickens, Donley, Eastland, Ector, Ellis, Erath, Falls, Fannin, Fisher, Floyd, Foard, Franklin, Freestone, Gaines, Garza, Glasscock, Gray, Grayson, Gregg, Hale, Hall, Hansford, Hardeman, Harrison, Hartley, Haskell, Hemphill, Henderson, Hill, Hockley, Hood, Hopins, Howard, Hunt, Hutchison, Jack, Johnson, Jones, Kaufman, Kent, King, Knox, Lamar, Lamb, Limestone, Lipscomb, Lubbock, Lynn, Marion, Martin, McLennan, Midland, Mitchell, Montague, Moore, Morris, Motley, Navarro, Nolan, Ochiltree, Oldham, Palo Pinto, Panola, Parker, Parmer, Potter, Rains, Randall, Red River, Roberts, Robertson, Rockwall, Runnels, Rusk, Scurry, Shackelford, Sherman, Smith, Somervell, Stephens, Sterling, Stonewall, Swisher, Tarrant, Taylor, Terry, Throckmorton, Titus, Upshur, VanZandt, Wheeler, Wichita, Wilbarger, Winkler, Wise, Wood, Yoakum and Young.

(2) Aransas, Atascosa, Bandera, Bee, Bexar, Brewster, Brooks, Cameron, Comal, Crane, Crockett, Culberson, De Witt, Dimmit, Duval, Edwards, Frio, Gillespie, Goliad, Gonzales, Guadalupe, Hidalgo, Jeff Davis, Jim Hogg, Jim Wells, Karnes, Kendall, Kenedy, Kerr, Kinney, Kleberg, La Salle, Lavaca, Live Oak, Loving, Maverick, McMullen, Medina, Nueces, Pecos, Presidio, Reagan, Real, Reeves, Refugio, San Patricio, Starr, Terrell, Upton, Uvalde, Val Verde, Ward, Webb, Willacy, Wilson, Zapata, and Zavala.

(3) Bastrop, Blanco, Burnet, Caldwell, Concho, Coryell, Hamilton, Hays, Irion, Kimble, Lampasas, Lee, Llano, Mason, McCulloch, Menard, Milam, Mills, San Saba, Schleicher, Sutton, Tom Green, Travis, and Williamson.

(4) Angelina, Austin, Brazoria, Brazos, Burleson, Calhoun, Chambers, Colorado, Fayette, Fort Bend, Galveston, Grimes, Hardin, Harris, Houston, Jackson, Jasper, Jefferson, Leon, Liberty, Madison, Matagorda, Montgomery, Nacogdoches, Newton, Orange, Polk, Sabine, San Augustine, San Jacinto, Shelby, Trinity, Tyler, Victoria, Walker, Waller, Washington, and Wharton.

(5) El Paso and Hudspeth

UTAH: Statewide

WYOMING: As defined in the 3 locations below:

(1) Fremont, Lincoln, Sublette, Teton and Uinta counties.

(2) Big Horn, Crook, Hot Springs, Johnson, Park, Sheridan, Washakie and Weston counties.

(3) Albany, Carbon, Converse, Campbell, Goshen, Laramie,

Natrona, Niobrara, Platte and Sweetwater Counties

Fringe Benefits Required Follow the Occupational Listing

| OCCUPATION CODE - TITLE | FOOTNOTE | RATE |
|---------------------------|----------|-------|
| 23210 - Elevator Repairer | | |
| Alabama 1 | | 38.14 |
| Alabama 2 | | 39.04 |
| Alabama 3 | | 38.88 |
| Alabama 4 | | 39.44 |
| Arkansas 1 | | 39.08 |
| Arkansas 2 | | 39.36 |
| Colorado Statewide | | 42.35 |
| Florida 1 | | 38.14 |
| Florida 2 | | 41.77 |
| Florida 3 | | 38.70 |
| Florida 4 | | 40.16 |
| Florida 5 | | 39.04 |
| Georgia 1 | | 38.14 |
| Georgia 2 | | 39.44 |
| Georgia 3 | | 38.14 |
| Georgia 4 | | 38.88 |
| Iowa 1 | | 42.13 |
| Iowa 2 | | 41.80 |
| Iowa 3 | | 48.94 |
| Kansas Statewide | | 45.49 |
| Kentucky 1 | | 42.97 |
| Kentucky 2 | | 47.07 |
| Kentucky 3 | | 42.35 |
| Kentucky 4 | | 44.22 |
| Louisiana 1 | | 38.14 |
| Louisiana 2 | | 39.08 |
| Louisiana 3 | | 40.04 |
| Mississippi 1 | | 38.14 |
| Mississippi 2 | | 39.04 |
| Mississippi 3 | | 38.14 |
| Mississippi 4 | | 39.36 |
| Missouri 1 | | 45.49 |
| Missouri 2 | | 47.07 |
| Montana Statewide | | 50.82 |
| Nebraska 1 | | 42.13 |
| Nebraska 2 | | 41.80 |
| New Mexico Statewide | | 39.87 |
| North Carolina 1 | | 38.14 |
| North Carolina 2 | | 38.14 |
| North Carolina 3 | | 38.86 |
| North Dakota Statewide | | 46.90 |
| Oklahoma 1 | | 38.25 |
| Oklahoma 2 | | 38.14 |
| South Carolina 1 | | 38.14 |
| South Carolina 2 | | 38.88 |
| South Dakota Statewide | | 42.13 |
| Tennessee 1 | | 39.36 |
| Tennessee 2 | | 39.44 |
| Texas 1 | | 38.77 |
| Texas 2 | | 38.40 |
| Texas 3 | | 38.51 |
| Texas 4 | | 40.04 |
| Texas 5 | | 39.87 |
| Utah Statewide | | 41.45 |
| Wyoming 1 | | 41.45 |
| Wyoming 2 | | 53.76 |
| Wyoming 3 | | 42.35 |

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: \$15.275 per hour for all hours worked

VACATION: 6 percent/ under 5 years based on regular hourly rate for all hours worked. 8 Percent/ over 5 years based on regular hourly rate for all hours worked

HOLIDAYS: A minimum of eight paid holidays per year: New Year's Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, the Day after 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)

PENSION: Elevator Pension \$9.46 per hour.

401(K) Annuity \$6.25 per hour for all hours worked.

Elevator Education Fund \$.60 per hour for all hours worked.

Elevator - Work Preservation Fund \$.30.

**** UNIFORM ALLOWANCE ****

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

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

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

Under the policy and guidance contained in All Agency Memorandum No. 159, the

Wage and Hour Division does not recognize, for section 4(c) purposes, prospective wage rates and fringe benefit provisions that are effective only upon such contingencies as "approval of Wage and Hour, issuance of a wage determination, incorporation of the wage determination in the contract, adjusting the contract price, etc." (The relevant CBA section) in the collective bargaining agreement between (the parties) contains contingency language that Wage and Hour does not recognize as reflecting "arm's length negotiation" under section 4(c) of the Act and 29 C.F.R. 5.11(a) of the regulations. This wage determination therefore reflects the actual CBA wage rates and fringe benefits paid under the predecessor contract.

**** 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. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined (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 retroactive to the commencement date of the contract (See 29 CFR 4.6(b)(2)(iv)(C)(vi)). When multiple wage determinations are included in a contract, a separate SF-1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order 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 Wage and Hour Division, U.S. Department of Labor, 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 decision to the contractor.

6) The contractor informs the affected employees.

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

When preparing a conformance request, the "Service Contract Act Directory of Occupations" (the Directory) should be used to compare job definitions to 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.

WD 15-4979 (Rev.-5) was first posted on www.wdol.gov on 01/16/2018

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|-------------------------------------------------------------------|--|-----------------------------------------------------------------|
| REGISTER OF WAGE DETERMINATIONS UNDER THE SERVICE CONTRACT ACT | | U.S. DEPARTMENT OF LABOR EMPLOYMENT STANDARDS ADMINISTRATION |
| By direction of the Secretary of Labor | | WAGE AND HOUR DIVISION WASHINGTON D.C. 20210 |

| | | |
|------------------------------------|--|--------------------------------------------------------------------------------------|
| Daniel W. Simms Director | | Wage Determination No.: 2015-4979 Revision No.: 5 Date Of Revision: 01/10/2018 |
| Division of Wage Determinations | | |

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.35 for calendar year 2018 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 \$10.35 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 2018. 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: Iowa

Area: Iowa Counties of Dallas, Guthrie, Madison, Polk, Warren

| **Fringe Benefits Required Follow the Occupational Listing** | | |
|--------------------------------------------------------------|----------|-------|
| OCCUPATION CODE - TITLE | FOOTNOTE | RATE |
| 01000 - Administrative Support And Clerical Occupations | | |
| 01011 - Accounting Clerk I | | 14.56 |
| 01012 - Accounting Clerk II | | 16.35 |
| 01013 - Accounting Clerk III | | 18.29 |
| 01020 - Administrative Assistant | | 24.58 |
| 01035 - Court Reporter | | 18.88 |
| 01041 - Customer Service Representative I | | 13.93 |
| 01042 - Customer Service Representative II | | 15.67 |
| 01043 - Customer Service Representative III | | 17.10 |
| 01051 - Data Entry Operator I | | 12.52 |
| 01052 - Data Entry Operator II | | 13.67 |
| 01060 - Dispatcher, Motor Vehicle | | 20.20 |
| 01070 - Document Preparation Clerk | | 15.41 |
| 01090 - Duplicating Machine Operator | | 15.41 |
| 01111 - General Clerk I | | 13.77 |
| 01112 - General Clerk II | | 15.03 |
| 01113 - General Clerk III | | 16.88 |
| 01120 - Housing Referral Assistant | | 19.12 |
| 01141 - Messenger Courier | | 14.04 |
| 01191 - Order Clerk I | | 17.01 |
| 01192 - Order Clerk II | | 20.39 |
| 01261 - Personnel Assistant (Employment) I | | 16.98 |
| 01262 - Personnel Assistant (Employment) II | | 19.00 |
| 01263 - Personnel Assistant (Employment) III | | 21.17 |
| 01270 - Production Control Clerk | | 23.29 |
| 01290 - Rental Clerk | | 12.96 |
| 01300 - Scheduler, Maintenance | | 15.34 |
| 01311 - Secretary I | | 15.34 |
| 01312 - Secretary II | | 17.16 |
| 01313 - Secretary III | | 19.12 |
| 01320 - Service Order Dispatcher | | 18.06 |
| 01410 - Supply Technician | | 24.58 |
| 01420 - Survey Worker | | 16.09 |
| 01460 - Switchboard Operator/Receptionist | | 14.12 |

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| 01531 - Travel Clerk I | 12.42 |
| 01532 - Travel Clerk II | 13.21 |
| 01533 - Travel Clerk III | 14.02 |
| 01611 - Word Processor I | 15.83 |
| 01612 - Word Processor II | 17.78 |
| 01613 - Word Processor III | 19.89 |
| 05000 - Automotive Service Occupations | |
| 05005 - Automobile Body Repairer, Fiberglass | 20.28 |
| 05010 - Automotive Electrician | 20.43 |
| 05040 - Automotive Glass Installer | 19.68 |
| 05070 - Automotive Worker | 19.68 |
| 05110 - Mobile Equipment Servicer | 18.10 |
| 05130 - Motor Equipment Metal Mechanic | 21.62 |
| 05160 - Motor Equipment Metal Worker | 19.68 |
| 05190 - Motor Vehicle Mechanic | 20.54 |
| 05220 - Motor Vehicle Mechanic Helper | 17.33 |
| 05250 - Motor Vehicle Upholstery Worker | 18.88 |
| 05280 - Motor Vehicle Wrecker | 19.68 |
| 05310 - Painter, Automotive | 20.02 |
| 05340 - Radiator Repair Specialist | 19.68 |
| 05370 - Tire Repairer | 14.34 |
| 05400 - Transmission Repair Specialist | 21.62 |
| 07000 - Food Preparation And Service Occupations | |
| 07010 - Baker | 13.32 |
| 07041 - Cook I | 12.90 |
| 07042 - Cook II | 14.77 |
| 07070 - Dishwasher | 9.18 |
| 07130 - Food Service Worker | 9.77 |
| 07210 - Meat Cutter | 12.99 |
| 07260 - Waiter/Waitress | 9.29 |
| 09000 - Furniture Maintenance And Repair Occupations | |
| 09010 - Electrostatic Spray Painter | 17.13 |
| 09040 - Furniture Handler | 14.77 |
| 09080 - Furniture Refinisher | 17.13 |
| 09090 - Furniture Refinisher Helper | 14.53 |
| 09110 - Furniture Repairer, Minor | 15.83 |
| 09130 - Upholsterer | 16.74 |
| 11000 - General Services And Support Occupations | |
| 11030 - Cleaner, Vehicles | 12.86 |
| 11060 - Elevator Operator | 12.86 |
| 11090 - Gardener | 17.29 |
| 11122 - Housekeeping Aide | 10.98 |
| 11150 - Janitor | 10.98 |
| 11210 - Laborer, Grounds Maintenance | 13.64 |
| 11240 - Maid or Houseman | 10.25 |
| 11260 - Pruner | 12.42 |
| 11270 - Tractor Operator | 16.04 |
| 11330 - Trail Maintenance Worker | 13.64 |
| 11360 - Window Cleaner | 12.05 |
| 12000 - Health Occupations | |
| 12010 - Ambulance Driver | 17.61 |
| 12011 - Breath Alcohol Technician | 18.78 |
| 12012 - Certified Occupational Therapist Assistant | 26.27 |
| 12015 - Certified Physical Therapist Assistant | 22.71 |
| 12020 - Dental Assistant | 20.52 |
| 12025 - Dental Hygienist | 34.50 |
| 12030 - EKG Technician | 24.90 |
| 12035 - Electroneurodiagnostic Technologist | 24.90 |
| 12040 - Emergency Medical Technician | 17.61 |
| 12071 - Licensed Practical Nurse I | 16.79 |
| 12072 - Licensed Practical Nurse II | 18.78 |
| 12073 - Licensed Practical Nurse III | 20.93 |
| 12100 - Medical Assistant | 17.73 |
| 12130 - Medical Laboratory Technician | 18.91 |
| 12160 - Medical Record Clerk | 15.85 |
| 12190 - Medical Record Technician | 17.73 |
| 12195 - Medical Transcriptionist | 17.34 |

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| 12210 - Nuclear Medicine Technologist | 35.09 |
| 12221 - Nursing Assistant I | 11.19 |
| 12222 - Nursing Assistant II | 12.58 |
| 12223 - Nursing Assistant III | 13.73 |
| 12224 - Nursing Assistant IV | 15.42 |
| 12235 - Optical Dispenser | 16.73 |
| 12236 - Optical Technician | 16.79 |
| 12250 - Pharmacy Technician | 14.75 |
| 12280 - Phlebotomist | 14.70 |
| 12305 - Radiologic Technologist | 25.25 |
| 12311 - Registered Nurse I | 22.82 |
| 12312 - Registered Nurse II | 27.92 |
| 12313 - Registered Nurse II, Specialist | 27.92 |
| 12314 - Registered Nurse III | 33.77 |
| 12315 - Registered Nurse III, Anesthetist | 33.77 |
| 12316 - Registered Nurse IV | 40.48 |
| 12317 - Scheduler (Drug and Alcohol Testing) | 23.26 |
| 12320 - Substance Abuse Treatment Counselor | 20.22 |
| 13000 - Information And Arts Occupations | |
| 13011 - Exhibits Specialist I | 19.33 |
| 13012 - Exhibits Specialist II | 23.95 |
| 13013 - Exhibits Specialist III | 29.29 |
| 13041 - Illustrator I | 19.33 |
| 13042 - Illustrator II | 23.95 |
| 13043 - Illustrator III | 29.29 |
| 13047 - Librarian | 26.51 |
| 13050 - Library Aide/Clerk | 11.77 |
| 13054 - Library Information Technology Systems Administrator | 23.93 |
| 13058 - Library Technician | 13.87 |
| 13061 - Media Specialist I | 15.93 |
| 13062 - Media Specialist II | 17.83 |
| 13063 - Media Specialist III | 19.86 |
| 13071 - Photographer I | 15.38 |
| 13072 - Photographer II | 17.57 |
| 13073 - Photographer III | 21.76 |
| 13074 - Photographer IV | 26.74 |
| 13075 - Photographer V | 32.21 |
| 13090 - Technical Order Library Clerk | 15.74 |
| 13110 - Video Teleconference Technician | 18.44 |
| 14000 - Information Technology Occupations | |
| 14041 - Computer Operator I | 14.76 |
| 14042 - Computer Operator II | 16.52 |
| 14043 - Computer Operator III | 18.40 |
| 14044 - Computer Operator IV | 20.45 |
| 14045 - Computer Operator V | 22.58 |
| 14071 - Computer Programmer I | (see 1) 22.64 |
| 14072 - Computer Programmer II | (see 1) |
| 14073 - Computer Programmer III | (see 1) |
| 14074 - Computer Programmer IV | (see 1) |
| 14101 - Computer Systems Analyst I | (see 1) |
| 14102 - Computer Systems Analyst II | (see 1) |
| 14103 - Computer Systems Analyst III | (see 1) |
| 14150 - Peripheral Equipment Operator | 14.76 |
| 14160 - Personal Computer Support Technician | 22.33 |
| 14170 - System Support Specialist | 25.41 |
| 15000 - Instructional Occupations | |
| 15010 - Aircrew Training Devices Instructor (Non-Rated) | 28.72 |
| 15020 - Aircrew Training Devices Instructor (Rated) | 34.74 |
| 15030 - Air Crew Training Devices Instructor (Pilot) | 41.63 |
| 15050 - Computer Based Training Specialist / Instructor | 28.72 |
| 15060 - Educational Technologist | 35.52 |
| 15070 - Flight Instructor (Pilot) | 41.63 |
| 15080 - Graphic Artist | 22.58 |
| 15085 - Maintenance Test Pilot, Fixed, Jet/Prop | 41.32 |
| 15086 - Maintenance Test Pilot, Rotary Wing | 41.32 |
| 15088 - Non-Maintenance Test/Co-Pilot | 41.32 |

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| 15090 - Technical Instructor | 23.70 |
| 15095 - Technical Instructor/Course Developer | 29.00 |
| 15110 - Test Proctor | 19.14 |
| 15120 - Tutor | 19.14 |
| 16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations | |
| 16010 - Assembler | 10.22 |
| 16030 - Counter Attendant | 10.22 |
| 16040 - Dry Cleaner | 11.68 |
| 16070 - Finisher, Flatwork, Machine | 10.22 |
| 16090 - Presser, Hand | 10.22 |
| 16110 - Presser, Machine, Drycleaning | 10.22 |
| 16130 - Presser, Machine, Shirts | 10.22 |
| 16160 - Presser, Machine, Wearing Apparel, Laundry | 10.22 |
| 16190 - Sewing Machine Operator | 12.34 |
| 16220 - Tailor | 13.07 |
| 16250 - Washer, Machine | 10.71 |
| 19000 - Machine Tool Operation And Repair Occupations | |
| 19010 - Machine-Tool Operator (Tool Room) | 21.65 |
| 19040 - Tool And Die Maker | 26.06 |
| 21000 - Materials Handling And Packing Occupations | |
| 21020 - Forklift Operator | 16.04 |
| 21030 - Material Coordinator | 23.29 |
| 21040 - Material Expediter | 23.29 |
| 21050 - Material Handling Laborer | 12.73 |
| 21071 - Order Filler | 12.56 |
| 21080 - Production Line Worker (Food Processing) | 16.04 |
| 21110 - Shipping Packer | 17.52 |
| 21130 - Shipping/Receiving Clerk | 17.52 |
| 21140 - Store Worker I | 12.35 |
| 21150 - Stock Clerk | 16.37 |
| 21210 - Tools And Parts Attendant | 16.04 |
| 21410 - Warehouse Specialist | 16.04 |
| 23000 - Mechanics And Maintenance And Repair Occupations | |
| 23010 - Aerospace Structural Welder | 26.77 |
| 23019 - Aircraft Logs and Records Technician | 20.92 |
| 23021 - Aircraft Mechanic I | 25.32 |
| 23022 - Aircraft Mechanic II | 26.77 |
| 23023 - Aircraft Mechanic III | 28.21 |
| 23040 - Aircraft Mechanic Helper | 19.20 |
| 23050 - Aircraft, Painter | 23.15 |
| 23060 - Aircraft Servicer | 20.92 |
| 23070 - Aircraft Survival Flight Equipment Technician | 23.15 |
| 23080 - Aircraft Worker | 21.81 |
| 23091 - Aircrew Life Support Equipment (ALSE) Mechanic I | 21.81 |
| 23092 - Aircrew Life Support Equipment (ALSE) Mechanic II | 25.32 |
| 23110 - Appliance Mechanic | 22.55 |
| 23120 - Bicycle Repairer | 13.32 |
| 23125 - Cable Splicer | 27.54 |
| 23130 - Carpenter, Maintenance | 20.97 |
| 23140 - Carpet Layer | 22.36 |
| 23160 - Electrician, Maintenance | 25.99 |
| 23181 - Electronics Technician Maintenance I | 24.42 |
| 23182 - Electronics Technician Maintenance II | 26.02 |
| 23183 - Electronics Technician Maintenance III | 27.60 |
| 23260 - Fabric Worker | 19.80 |
| 23290 - Fire Alarm System Mechanic | 21.85 |
| 23310 - Fire Extinguisher Repairer | 18.48 |
| 23311 - Fuel Distribution System Mechanic | 27.54 |
| 23312 - Fuel Distribution System Operator | 21.27 |
| 23370 - General Maintenance Worker | 18.56 |
| 23380 - Ground Support Equipment Mechanic | 25.32 |
| 23381 - Ground Support Equipment Servicer | 20.92 |
| 23382 - Ground Support Equipment Worker | 21.81 |
| 23391 - Gunsmith I | 18.48 |
| 23392 - Gunsmith II | 21.15 |

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| 23393 - Gunsmith III | 23.92 |
| 23410 - Heating, Ventilation And Air-Conditioning Mechanic | 24.02 |
| 23411 - Heating, Ventilation And Air Contidioning Mechanic (Research Facility) | 25.39 |
| 23430 - Heavy Equipment Mechanic | 24.36 |
| 23440 - Heavy Equipment Operator | 26.15 |
| 23460 - Instrument Mechanic | 23.92 |
| 23465 - Laboratory/Shelster Mechanic | 22.55 |
| 23470 - Laborer | 12.73 |
| 23510 - Locksmith | 20.39 |
| 23530 - Machinery Maintenance Mechanic | 23.53 |
| 23550 - Machinist, Maintenance | 20.07 |
| 23580 - Maintenance Trades Helper | 14.86 |
| 23591 - Metrology Technician I | 23.92 |
| 23592 - Metrology Technician II | 25.29 |
| 23593 - Metrology Technician III | 26.64 |
| 23640 - Millwright | 22.57 |
| 23710 - Office Appliance Repairer | 20.15 |
| 23760 - Painter, Maintenance | 18.51 |
| 23790 - Pipefitter, Maintenance | 28.50 |
| 23810 - Plumber, Maintenance | 26.86 |
| 23820 - Pneudraulic Systems Mechanic | 23.92 |
| 23850 - Rigger | 23.92 |
| 23870 - Scale Mechanic | 21.15 |
| 23890 - Sheet-Metal Worker, Maintenance | 26.32 |
| 23910 - Small Engine Mechanic | 16.48 |
| 23931 - Telecommunications Mechanic I | 25.50 |
| 23932 - Telecommunications Mechanic II | 26.96 |
| 23950 - Telephone Lineman | 19.64 |
| 23960 - Welder, Combination, Maintenance | 19.58 |
| 23965 - Well Driller | 23.46 |
| 23970 - Woodcraft Worker | 23.92 |
| 23980 - Woodworker | 18.48 |
| 24000 - Personal Needs Occupations | |
| 24550 - Case Manager | 15.79 |
| 24570 - Child Care Attendant | 11.28 |
| 24580 - Child Care Center Clerk | 14.06 |
| 24610 - Chore Aide | 12.44 |
| 24620 - Family Readiness And Support Services Coordinator | 15.79 |
| 24630 - Homemaker | 17.64 |
| 25000 - Plant And System Operations Occupations | |
| 25010 - Boiler Tender | 24.77 |
| 25040 - Sewage Plant Operator | 24.87 |
| 25070 - Stationary Engineer | 24.77 |
| 25190 - Ventilation Equipment Tender | 17.75 |
| 25210 - Water Treatment Plant Operator | 24.87 |
| 27000 - Protective Service Occupations | |
| 27004 - Alarm Monitor | 23.93 |
| 27007 - Baggage Inspector | 13.55 |
| 27008 - Corrections Officer | 25.19 |
| 27010 - Court Security Officer | 21.44 |
| 27030 - Detection Dog Handler | 18.66 |
| 27040 - Detention Officer | 25.19 |
| 27070 - Firefighter | 19.70 |
| 27101 - Guard I | 13.55 |
| 27102 - Guard II | 18.66 |
| 27131 - Police Officer I | 28.43 |
| 27132 - Police Officer II | 31.59 |
| 28000 - Recreation Occupations | |
| 28041 - Carnival Equipment Operator | 11.05 |
| 28042 - Carnival Equipment Repairer | 11.92 |
| 28043 - Carnival Worker | 9.19 |
| 28210 - Gate Attendant/Gate Tender | 13.73 |
| 28310 - Lifeguard | 11.01 |
| 28350 - Park Attendant (Aide) | 15.36 |

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| 28510 - Recreation Aide/Health Facility Attendant | 11.20 |
| 28515 - Recreation Specialist | 19.01 |
| 28630 - Sports Official | 12.22 |
| 28690 - Swimming Pool Operator | 15.77 |
| 29000 - Stevedoring/Longshoremen Occupational Services | |
| 29010 - Blocker And Bracer | 26.87 |
| 29020 - Hatch Tender | 26.87 |
| 29030 - Line Handler | 26.87 |
| 29041 - Stevedore I | 25.48 |
| 29042 - Stevedore II | 28.15 |
| 30000 - Technical Occupations | |
| 30010 - Air Traffic Control Specialist, Center (HFO) (see 2) | 37.52 |
| 30011 - Air Traffic Control Specialist, Station (HFO) (see 2) | 25.87 |
| 30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2) | 28.49 |
| 30021 - Archeological Technician I | 16.46 |
| 30022 - Archeological Technician II | 18.42 |
| 30023 - Archeological Technician III | 22.80 |
| 30030 - Cartographic Technician | 22.80 |
| 30040 - Civil Engineering Technician | 24.83 |
| 30051 - Cryogenic Technician I | 24.26 |
| 30052 - Cryogenic Technician II | 26.80 |
| 30061 - Drafter/CAD Operator I | 16.29 |
| 30062 - Drafter/CAD Operator II | 18.42 |
| 30063 - Drafter/CAD Operator III | 20.32 |
| 30064 - Drafter/CAD Operator IV | 25.00 |
| 30081 - Engineering Technician I | 15.76 |
| 30082 - Engineering Technician II | 17.69 |
| 30083 - Engineering Technician III | 19.79 |
| 30084 - Engineering Technician IV | 24.51 |
| 30085 - Engineering Technician V | 29.98 |
| 30086 - Engineering Technician VI | 36.28 |
| 30090 - Environmental Technician | 24.12 |
| 30095 - Evidence Control Specialist | 21.90 |
| 30210 - Laboratory Technician | 21.18 |
| 30221 - Latent Fingerprint Technician I | 24.26 |
| 30222 - Latent Fingerprint Technician II | 26.80 |
| 30240 - Mathematical Technician | 22.80 |
| 30361 - Paralegal/Legal Assistant I | 19.03 |
| 30362 - Paralegal/Legal Assistant II | 23.63 |
| 30363 - Paralegal/Legal Assistant III | 28.90 |
| 30364 - Paralegal/Legal Assistant IV | 34.98 |
| 30375 - Petroleum Supply Specialist | 26.80 |
| 30390 - Photo-Optics Technician | 25.08 |
| 30395 - Radiation Control Technician | 26.80 |
| 30461 - Technical Writer I | 23.15 |
| 30462 - Technical Writer II | 28.49 |
| 30463 - Technical Writer III | 34.47 |
| 30491 - Unexploded Ordnance (UXO) Technician I | 23.85 |
| 30492 - Unexploded Ordnance (UXO) Technician II | 28.85 |
| 30493 - Unexploded Ordnance (UXO) Technician III | 34.58 |
| 30494 - Unexploded (UXO) Safety Escort | 23.85 |
| 30495 - Unexploded (UXO) Sweep Personnel | 23.85 |
| 30501 - Weather Forecaster I | 25.00 |
| 30502 - Weather Forecaster II | 30.41 |
| 30620 - Weather Observer, Combined Upper Air Or (see 2) | 20.32 |
| Surface Programs | |
| 30621 - Weather Observer, Senior (see 2) | 24.83 |
| 31000 - Transportation/Mobile Equipment Operation Occupations | |
| 31010 - Airplane Pilot | 28.85 |
| 31020 - Bus Aide | 12.57 |
| 31030 - Bus Driver | 16.61 |
| 31043 - Driver Courier | 14.48 |
| 31260 - Parking and Lot Attendant | 10.35 |
| 31290 - Shuttle Bus Driver | 15.81 |
| 31310 - Taxi Driver | 11.05 |
| 31361 - Truckdriver, Light | 15.81 |
| 31362 - Truckdriver, Medium | 16.43 |

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|-----------------------------------------|-------|
| 31363 - Truckdriver, Heavy | 22.11 |
| 31364 - Truckdriver, Tractor-Trailer | 22.11 |
| 99000 - Miscellaneous Occupations | |
| 99020 - Cabin Safety Specialist | 14.07 |
| 99030 - Cashier | 9.75 |
| 99050 - Desk Clerk | 10.67 |
| 99095 - Embalmer | 27.89 |
| 99130 - Flight Follower | 23.85 |
| 99251 - Laboratory Animal Caretaker I | 11.82 |
| 99252 - Laboratory Animal Caretaker II | 12.74 |
| 99260 - Marketing Analyst | 31.83 |
| 99310 - Mortician | 27.89 |
| 99410 - Pest Controller | 19.77 |
| 99510 - Photofinishing Worker | 13.20 |
| 99710 - Recycling Laborer | 16.00 |
| 99711 - Recycling Specialist | 18.82 |
| 99730 - Refuse Collector | 14.56 |
| 99810 - Sales Clerk | 13.46 |
| 99820 - School Crossing Guard | 14.47 |
| 99830 - Survey Party Chief | 26.36 |
| 99831 - Surveying Aide | 14.12 |
| 99832 - Surveying Technician | 19.93 |
| 99840 - Vending Machine Attendant | 15.47 |
| 99841 - Vending Machine Repairer | 17.52 |
| 99842 - Vending Machine Repairer Helper | 15.47 |

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: \$4.41 per hour or \$176.40 per week or \$764.40 per month

HEALTH & WELFARE EO 13706: \$4.13 per hour, or \$165.20 per week, or \$715.87 per month*

*This rate is to be used only when compensating employees for performance on an SCA-covered contract also covered by EO 13706, Establishing Paid Sick Leave for Federal Contractors. A contractor may not receive credit toward its SCA obligations for any paid sick leave provided pursuant to EO 13706.

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

E.1 52.203-18 PROHIBITION ON CONTRACTING WITH ENTITIES THAT REQUIRE CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS OR STATEMENTS—REPRESENTATION (JAN 2017)

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

Internal confidentiality agreement or statement, subcontract, and subcontractor, are defined in the clause at 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements.

(b) 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 funds appropriated (or otherwise made available) 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.

(c) The prohibition in paragraph (b) 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.

(d) *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)

E.2 52.212-1 INSTRUCTIONS TO OFFERORS—COMMERCIAL ITEMS (JAN 2017)

(a) *North American Industry Classification System (NAICS) code and small business size standard.* The NAICS code and small business size standard for this acquisition appear in Block 10 of the solicitation cover sheet (SF 1449). However, the small business size standard for a concern which submits an offer in its own name, but which proposes to furnish an item which it did not itself manufacture, is 500 employees.

(b) *Submission of offers.* Submit signed and dated offers to the office specified in this solicitation at or before the exact time specified in this solicitation. Offers may be submitted on the SF 1449, letterhead stationery, or as otherwise specified in the solicitation. As a minimum, offers must show—

- (1) The solicitation number;
 - (2) The time specified in the solicitation for receipt of offers;
 - (3) The name, address, and telephone number of the offeror;
 - (4) A technical description of the items being offered in sufficient detail to evaluate compliance with the requirements in the solicitation. This may include product literature, or other documents, if necessary;
 - (5) Terms of any express warranty;
 - (6) Price and any discount terms;
 - (7) "Remit to" address, if different than mailing address;
 - (8) A completed copy of the representations and certifications at FAR 52.212-3 (see FAR 52.212-3(b) for those representations and certifications that the offeror shall complete electronically);
 - (9) Acknowledgment of Solicitation Amendments;
 - (10) Past performance information, when included as an evaluation factor, to include recent and relevant contracts for the same or similar items and other references (including contract numbers, points of contact with telephone numbers and other relevant information); and
 - (11) If the offer is not submitted on the SF 1449, include a statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation. Offers that fail to furnish required representations or information, or reject the terms and conditions of the solicitation may be excluded from consideration.
- (c) *Period for acceptance of offers.* The offeror agrees to hold the prices in its offer firm for 30 calendar days from the date specified for receipt of offers, unless another time period is specified in an addendum to the solicitation.
- (d) *Product samples.* When required by the solicitation, product samples shall be submitted at or prior to the time specified for receipt of offers. Unless otherwise specified in this solicitation, these samples shall be submitted at no expense to the Government, and returned at the sender's request and expense, unless they are destroyed during preaward testing.
- (e) *Multiple offers.* Offerors are encouraged to submit multiple offers presenting alternative terms and conditions, including alternative line items (provided that the alternative line items are consistent with subpart 4.10 of the Federal Acquisition Regulation), or alternative commercial items for satisfying the requirements of this solicitation. Each offer submitted will be evaluated separately.
- (f) Late submissions, modifications, revisions, and withdrawals of offers.
- (1) Offerors are responsible for submitting offers, and any modifications, revisions, or withdrawals, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that offers or revisions are due.
 - (2)(i) Any offer, modification, revision, or withdrawal of an offer received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be

considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and—

(A) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of offers; or

(B) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or

(C) If this solicitation is a request for proposals, it was the only proposal received.

(ii) However, a late modification of an otherwise successful offer, that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.

(3) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the offer wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(4) If an emergency or unanticipated event interrupts normal Government processes so that offers cannot be received at the Government office designated for receipt of offers by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation or other notice of an extension of the closing date, the time specified for receipt of offers will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

(5) Offers may be withdrawn by written notice received at any time before the exact time set for receipt of offers. Oral offers in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile offers, offers may be withdrawn via facsimile received at any time before the exact time set for receipt of offers, subject to the conditions specified in the solicitation concerning facsimile offers. An offer may be withdrawn in person by an offeror or its authorized representative if, before the exact time set for receipt of offers, the identity of the person requesting withdrawal is established and the person signs a receipt for the offer.

(g) *Contract award (not applicable to Invitation for Bids)*. The Government intends to evaluate offers and award a contract without discussions with offerors. Therefore, the offeror's initial offer should contain the offeror's best terms from a price and technical standpoint. However, the Government reserves the right to conduct discussions if later determined by the Contracting Officer to be necessary. The Government may reject any or all offers if such action is in the public interest; accept other than the lowest offer; and waive informalities and minor irregularities in offers received.

(h) *Multiple awards*. The Government may accept any item or group of items of an offer, unless the offeror qualifies the offer by specific limitations. Unless otherwise provided in the Schedule, offers may not be submitted for quantities less than those specified. The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit prices offered, unless the offeror specifies otherwise in the offer.

(i) Availability of requirements documents cited in the solicitation.

(1)(i) The GSA Index of Federal Specifications, Standards and Commercial Item Descriptions, FPMR Part 101-29, and copies of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained for a fee by submitting a request to—

GSA Federal Supply Service Specifications Section

Suite 8100 470 East L'Enfant Plaza, SW

Washington, DC 20407

Telephone (202) 619-8925

Facsimile (202) 619-8978.

(ii) If the General Services Administration, Department of Agriculture, or Department of Veterans Affairs issued this solicitation, a single copy of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained free of charge by submitting a request to the addressee in paragraph (i)(1)(i) of this provision. Additional copies will be issued for a fee.

(2) Most unclassified Defense specifications and standards may be downloaded from the following ASSIST websites:

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

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

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

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

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

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

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

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

(j) *Unique entity identifier.* (Applies to all offers exceeding \$3,500, and offers of \$3,500 or less if the solicitation requires the Contractor to be registered in the System for Award Management (SAM) database.) The Offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation “Unique Entity Identifier” followed by the unique entity identifier that identifies the Offeror’s name and address. The Offeror also shall enter its Electronic Funds Transfer (EFT) indicator, if applicable. The EFT indicator is a four-character suffix to the unique entity identifier. The suffix is assigned at the discretion of the Offeror to establish additional SAM records for identifying alternative EFT accounts (see subpart 32.11) for the same entity. If the Offeror does not have a unique entity identifier, it should contact the entity designated at www.sam.gov for unique entity identifier establishment directly to obtain one. The Offeror should indicate that it is an offeror for a Government

contract when contacting the entity designated at www.sam.gov for establishing the unique entity identifier.

(k) *System for Award Management*. Unless exempted by an addendum to this solicitation, by submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the SAM database prior to award, during performance and through final payment of any contract resulting from this solicitation. If the Offeror does not become registered in the SAM database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror. Offerors may obtain information on registration and annual confirmation requirements via the SAM database accessed through <https://www.acquisition.gov>.

(l) *Debriefing*. If a post-award debriefing is given to requesting offerors, the Government shall disclose the following information, if applicable:

- (1) The agency's evaluation of the significant weak or deficient factors in the debriefed offeror's offer.
- (2) The overall evaluated cost or price and technical rating of the successful and the debriefed offeror and past performance information on the debriefed offeror.
- (3) The overall ranking of all offerors, when any ranking was developed by the agency during source selection.
- (4) A summary of the rationale for award;
- (5) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.
- (6) Reasonable responses to relevant questions posed by the debriefed offeror as to whether source-selection procedures set forth in the solicitation, applicable regulations, and other applicable authorities were followed by the agency.

(End of Provision)

E.3 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:

INSTRUCTIONS TO OFFERORS

Instructions for submitting a Quote under this Request for Quotes (RFQ) must be followed. Failure to provide the required documentation shall result in an unacceptable rating.

Refer to FAR Clause 52.212-2 Evaluation – Commercial Items for documentation required to be submitted by the offeror to determine technical acceptability, review past performance, and evaluate pricing.

This solicitation is issued under authority of FAR 13.5, Simplified Procedures for Certain Commercial Items, and will be evaluated in accordance with FAR 13 procedures. Only one award will be made.

Offerors shall submit their quote electronically to Gregory.johnson12@va.gov by **March 21, 2018, 2:00PM CST**. Late submissions, modifications and withdrawals will be handled as described in provision 52.212-1 “Instructions to Offerors – Commercial Items.”

- Telegraphic quotes (submitted by telegram or mailgram) will not be accepted.
- Facsimile quotes will not be accepted.
- Any quotes submitted by e-mail shall be sent to Gregory.johnson21@va.gov. Documents must be either PDF or compatible with Microsoft Office. The offeror is responsible for ensuring that the Contract Officer has received the quote before the deadline for receipt of offers. The government will not be responsible for delays or failures of the contractor’s e-mail system.

Vendor Point of Contract: Submit the name of the individual who can answer questions about the offeror to include First and Last names, Telephone number, and email address.

Offerors shall be registered in the System for Award Management (SAM) with NAICS 238290 in order for the Government to proceed with award. For registration information and/or to update profile information, access SAM at <https://www.sam.gov/portal/SAM/#1>.

Questions: All questions must be in writing and emailed to Kelly.nussbaum@va.gov. All questions must be received no later than **2:00PM CST March 15, 2018**. All responses to questions will be incorporated into a written amendment posted on FedBizOpps.gov.

(End of Addendum to 52.212-1)

E.4 52.212-2 EVALUATION—COMMERCIAL ITEMS (OCT 2014)

- (a) The Government will award a contract using the lowest price technically acceptable process, where the non-price factors are evaluated on an acceptable/unacceptable basis. Best value is expected to result from selection of the technically acceptable quote with the lowest evaluated price. The following factors shall be used to evaluate offers.

The offeror must submit detailed information for each evaluation criteria below. The information within the quote must demonstrate that the offered services meet the minimum specifications found in the Statement of Work to be evaluated as acceptable. The VA will evaluate the quotes on the basis of information furnished by the offeror in response to this solicitation. A lack of information submitted by the offeror may result in an unacceptable rating.

The contractor shall not use abbreviations within their quote without using a glossary or first defining the abbreviation. Similarly, technical words shall not be used without a definition.

To be considered for award:

1. **Technical:** The offeror must have acceptable technical capabilities as evaluated by the VA. The Government shall consider the following information when evaluating the offeror’s technical capabilities. Offerors should include the following with their quote:

- a. The offeror must describe their ability to provide the full scope of inspection and maintenance services as described in the statement of work to include weekly and semi-monthly inspections, cleaning, lubrication and adjustment, performance testing, and five-year inspections.
 - b. The offeror must describe their ability to meet the 2-hour response time for Call Back Service and the 30-minute response time for Emergency Call Back Service – Passengers Trapped as described within the Statement of Work.
 - c. The offeror must state their ability to meet the limitations on subcontracting. In the case of a contract for services, the contractor shall not pay more than 50% of the amount paid by the Government to the contractor to firms that are not also verified veteran-owned small business concerns. Reference 13 CFR §125.6. The offeror shall provide information with their quote to demonstrate their ability to meet this requirement.
2. **Past Performance:** The offeror must have acceptable past performance as evaluated by the VA. The Past Performance Information Retrieval System (PPIRS) will be the primary method used to evaluate the vendor’s past performance. Information stored in PPIRS will be used to determine if an offeror has “Acceptable” or “Unacceptable” past performance. Past performance evaluations stored in PPIRS will take precedence over vendor submitted past performance references. If the offeror does not have any past performance they must state as such in their quote. An offeror with no past performance shall receive a neutral rating for past performance. For the purpose of this solicitation, a neutral rating shall be considered technically acceptable. The Government shall consider the information requested below, as well as information obtained from any other sources, when evaluating the offeror's past performance. Offerors should include the following with their quote:
- a. List of other Federal, State, Local Government, and private sector contracts or jobs for similar services that your company has had within the past three years to include the Company Name, Address, Point of Contact, Phone, Email, dates of performance and a description of the services performed. NOTE: A minimum of two references should be provided.
 - b. Information on any past or pending litigation and any problems encountered on the identified contracts, with a description of your company’s corrective actions (for your company, your company under previous names, or your parent company).
3. **Price:** Pricing shall be submitted as requested in the Price Cost Schedule comprised within the solicitation document. Total price will be evaluated by the Government and the quoted price must be determined to be fair and reasonable.
- (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).

Evaluation of Option to Extend Services under 52.217-8. For the purposes of the award of this Contract, the Government intends to evaluate the option to extend services, provided 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. 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 proposals relative to each other, and will not affect the ranking of proposals based on price, unless, after reviewing the proposals, the Government determines that there is a basis for finding otherwise. 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.

(End of Provision)

E.5 52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS— COMMERCIAL ITEMS (NOV 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—

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

Forced or indentured child labor means all work or service—

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

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

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

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

Inverted domestic corporation 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).

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.

(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 |
|--------------|-------------------|
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |

[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 |
|---------------|-------------------|
|---------------|-------------------|

| | |
|-------|-------|
| <hr/> | <hr/> |
| <hr/> | <hr/> |
| <hr/> | <hr/> |

[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 |
|---------------|-------------------|
|---------------|-------------------|

| | |
|-------|-------|
| <hr/> | <hr/> |
| <hr/> | <hr/> |

[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

(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) [Reserved]

(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)

E.6 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.7 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: Greg Johnson, Contracting Officer

Hand-Carried Address:

Department of Veterans Affairs
Attention: Greg Johnson
2011 W 26th Street
Sioux Falls SD 57105

Mailing Address:

Department of Veterans Affairs
Network Contract Office 23 (NCO 23)
Attention: Greg Johnson
2501 W 22nd Street
Sioux Falls SD 57105

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

(End of Provision)

E.8 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)

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

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)