

|  |  |   |  |  |  |   |  |
|--|--|---|--|--|--|---|--|
| <b>SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS<br/>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, &amp; 30</b>  |  |   |  | 1. REQUISITION NO.   |  | PAGE 1 OF 80  |  |
| 2. CONTRACT NO.  |  | 3. AWARD/EFFECTIVE DATE   |  | 4. ORDER NO.   |  | 5. SOLICITATION NUMBER<br>36C26218R0674                     |  |
| 6. SOLICITATION ISSUE DATE<br>05-22-2018   |  | 7. FOR SOLICITATION INFORMATION CALL:<br>a. NAME<br>Ryoko Oshiro Foran  |  | b. TELEPHONE NO. (No Collect Calls)  |  | 8. OFFER DUE DATE/LOCAL TIME<br>05-31-2018<br>10:00AM (PDT) |  |
| 9. ISSUED BY<br>Department of Veterans Affairs<br>Network Contracting Office 22<br>4811 Airport Plaza Drive<br>Suite 600<br>Long Beach CA 90815  |  |   |  | 10. THIS ACQUISITION IS<br><input type="checkbox"/> UNRESTRICTED OR <input checked="" type="checkbox"/> SET ASIDE: 100 % FOR:<br><input type="checkbox"/> SMALL BUSINESS<br><input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM<br><input type="checkbox"/> HUBZONE SMALL BUSINESS<br><input type="checkbox"/> EDWOSB<br><input checked="" type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS<br><input type="checkbox"/> 8(A)<br>NAICS: 561492<br>SIZE STANDARD: \$15 Million |  |   |  |
| 11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED<br><input checked="" type="checkbox"/> SEE SCHEDULE  |  | 12. DISCOUNT TERMS  |  | 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)<br><input type="checkbox"/>  |  | 13b. RATING<br>N/A  |  |
| 15. DELIVER TO<br>Department of Veterans Affairs<br>VA Long Beach Healthcare System<br>VA San Diego Healthcare System  |  |   |  | 16. ADMINISTERED BY<br>Department of Veterans Affairs<br>Network Contracting Office 22<br>4811 Airport Plaza Drive<br>Suite 600<br>Long Beach CA 90815   |  |   |  |
| 17a. CONTRACTOR/OFFEROR<br>CODE  |  | FACILITY CODE   |  | 18a. PAYMENT WILL BE MADE BY<br>CODE   |  | 00262   |  |
| 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER<br><input type="checkbox"/>  |  |   |  | 18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED<br><input type="checkbox"/> SEE ADDENDUM  |  |   |  |
| 19. ITEM NO.   |  | 20. See CONTINUATION Page<br>SCHEDULE OF SUPPLIES/SERVICES  |  | 21. QUANTITY   |  | 22. UNIT  |  |
|  |  | Court Reporting and Transcription Service for<br>VA Long Beach Healthcare System and VA San Diego Healthcare System<br><br>See enclosed schedule of service and price.<br><br>Service Disabled Veteran Owned Small Business Set-Aside<br><br>(Use Reverse and/or Attach Additional Sheets as Necessary) |  |  |  | 23. UNIT PRICE  |  |
|  |  |   |  |  |  | 24. AMOUNT  |  |
| 25. ACCOUNTING AND APPROPRIATION DATA<br>See CONTINUATION Page   |  |   |  | 26. TOTAL AWARD AMOUNT (For Govt. Use Only)  |  |   |  |
| 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA<br><input checked="" type="checkbox"/>   |  |   |  | 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA<br><input type="checkbox"/>   |  |   |  |
| 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 1 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<br><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:<br><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)   |  | 31c. DATE SIGNED  |  |

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## SECTION B - CONTINUATION OF SF 1449 BLOCKS

### B.1 CONTRACT ADMINISTRATION DATA

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

a. CONTRACTOR:

b. GOVERNMENT: Contracting Officer 36C262  
 Department of Veterans Affairs  
 Network Contracting Office 22  
 4811 Airport Plaza Drive  
 Suite 600  
 Long Beach CA 90815

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

☒ 52.232-33, Payment by Electronic Funds Transfer—System For Award Management,  
 or  
☐ 52.232-36, Payment by Third Party

3. INVOICES: Invoices shall be submitted in arrears:

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

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

Department of Veterans Affairs  
 Financial Services Center  
 Submit Invoices Electronically to:  
[www.tungsten-network.com/us/en](http://www.tungsten-network.com/us/en)

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

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

## B.2 NOTIFICATION TO OFFERORS

1. **Authority:** This solicitation for Court Reporting and Transcription services is being procured in accordance with Federal Acquisition Regulation (FAR) Part 12 and Part 13 with set aside 100% for Service Disabled Veteran Owned Small Business (SDVOSB). The Government intends to award single IDIQ contract in response to this solicitation; however, the Government reserves the right to make multiple awards if it is in the Government's best interest to do so.
2. The IDIQ Awardee (Contractor) shall provide Court Reporting and Transcription services to the following Veterans Affairs (VA) healthcare systems (HCS) within Veterans Integrated Service Network (VISN) 22: VA Long Beach Healthcare System (VALBHS) and the VA Sand Diego Healthcare System (VASDHS).
3. The Offeror shall be capable of providing all required services as stated in the SOW for both VALBHS and VASDHS.
4. Offerors shall complete and return all information designated in the enclosed FAR clause 52.212-1, Instructions to Offerors – Commercial Items, and the Addendum to 52.212-1 regarding submission of the proposal. Failure to do so may preclude the offeror from further consideration.
5. **TECHNICAL INQUIRES:** Direct all technical inquiries via email to the Contract Specialist, Ryoko Foran at [Ryoko.Foran@va.gov](mailto:Ryoko.Foran@va.gov) **no later than 2:00 PM (PDT), May 24, 2018**. An amendment will be sent via email to all offerors to address all questions received.
6. This requirement is set aside 100% for Service Disabled Veteran Owned Small Businesses (SDVOSB), therefore only SDVOSBs verified in the VA's Vendor Information Pages (VIP) site at <https://www.vip.vetbiz.gov>, at the time of proposal submission will be considered for award.
7. **Limitations on Subcontracting.** Subcontracting limitations will be measured in terms of the amount spent in subcontracts. Subcontracts with similarly situated SDVOSBs will be excluded from the calculation. These changes were finalized by the Small Business Administration (SBA) effective 6/30/2016 (see SBA's Small Business Government Contracting and National Defense Authorization Act of 2013 Amendments, Federal Register of 5/31/2016). The changes resulting from the SBA published regulations have not yet been incorporated in the FAR. Until such time as the FAR is updated with these new requirements, the SBA published regulations govern. Consequently, the July 25, 2016 VA Acquisition Regulation Class Deviation (issued via PPM 2016-05) specifically states in Attachment 10, VAAR clause 852.219-10 and 852.219-11, that Contractors shall comply with the SBA regulations at 13 CFR 125.6.
8. Task Order(s) will be issued for each Healthcare System against resulting IDIQ contract. If multiple awards are made in response to this solicitation, task order(s) will be issued based upon awarded price and availability of qualified court reporter.
9. **Post-Award Teleconference.** The awarded Contractor shall participate in a post-award conference to review the post-award contract management procedures.

### **B.3 LIMITATIONS ON SUBCONTRACTING-- MONITORING AND COMPLIANCE (JUN 2011)**

This solicitation includes VAAR 852.219-10 VA Notice of Total Service- Disabled 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.

## B.4 SCHEDULE OF SERVICES AND PRICE

This is an indefinite delivery, indefinite quantity, (IDIQ) fixed-price contract. Prices in this schedule represent an all-inclusive rate including labor, incidental costs, overhead, processing fee, delivery fee, handling fee, and insurance premium payments for applicable insurance coverage. Costs not incorporated into the contractor's price will not be reimbursed by the Government.

The guaranteed minimum amount for this contract is \$1,000.00. The maximum aggregate value of the orders that can be placed under this contract is \$700,000.00. The Government does not guarantee that it will place any orders under this contract in excess of the guaranteed minimum amount.

The previous option year pricing will apply to any extension pursuant to FAR 52.217-8.

Rejects/do-overs will not be invoiced.

### BASE YEAR PERIOD OF PERFORMANCE: 06/10/2018 – 06/09/2019

| CLIN | DESCRIPTION OF SERVICES   | QUAN<br>TITY | UNIT | UNIT PRICE |
|------|---|--------------|------|------------|
| 0001 | Court Reporter Hearing /Meeting attendance hours.<br>Services to be used on an as needed basis. | 1            | Hour | \$_____    |
| 0002 | Transcripts<br>Ten (10) Day Turnaround  | 1            | Page | \$_____    |
| 0003 | Transcript CD<br>Ten (10) Day Turnaround  | 1            | EA   | \$_____    |

### OPTION PERIOD 1 PERIOD OF PERFORMANCE: 06/10/2019 – 06/09/2020

| CLIN | DESCRIPTION OF SERVICES   | QUAN<br>TITY | UNIT | UNIT PRICE |
|------|---|--------------|------|------------|
| 1001 | Court Reporter Hearing /Meeting attendance hours.<br>Services to be used on an as needed basis. | 1            | Hour | \$_____    |
| 1002 | Transcripts<br>Ten (10) Day Turnaround  | 1            | Page | \$_____    |
| 1003 | Transcript CD<br>Ten (10) Day Turnaround  | 1            | EA   | \$_____    |

**OPTION PERIOD 2 PERIOD OF PERFORMANCE: 06/10/2020 – 06/09/2021**

| <b>CLIN</b> | <b>DESCRIPTION OF SERVICES</b>  | <b>QUAN<br/>TITY</b> | <b>UNIT</b> | <b>UNIT PRICE</b> |
|-------------|---|----------------------|-------------|-------------------|
| 2001        | Court Reporter Hearing /Meeting attendance hours.<br>Services to be used on an as needed basis. | 1                    | Hour        | \$_____           |
| 2002        | Transcripts<br>Ten (10) Day Turnaround  | 1                    | Page        | \$_____           |
| 2003        | Transcript CD<br>Ten (10) Day Turnaround  | 1                    | EA          | \$_____           |

**OPTION PERIOD 3 PERIOD OF PERFORMANCE: 06/10/2021 – 06/09/2022**

| <b>CLIN</b> | <b>DESCRIPTION OF SERVICES</b>  | <b>QUAN<br/>TITY</b> | <b>UNIT</b> | <b>UNIT PRICE</b> |
|-------------|---|----------------------|-------------|-------------------|
| 3001        | Court Reporter Hearing /Meeting attendance hours.<br>Services to be used on an as needed basis. | 1                    | Hour        | \$_____           |
| 3002        | Transcripts<br>Ten (10) Day Turnaround  | 1                    | Page        | \$_____           |
| 3003        | Transcript CD<br>Ten (10) Day Turnaround  | 1                    | EA          | \$_____           |

**OPTION PERIOD 4 PERIOD OF PERFORMANCE: 06/10/2022 – 06/09/2023**

| <b>CLIN</b> | <b>DESCRIPTION OF SERVICES</b>  | <b>QUAN<br/>TITY</b> | <b>UNIT</b> | <b>UNIT PRICE</b> |
|-------------|---|----------------------|-------------|-------------------|
| 4001        | Court Reporter Hearing /Meeting attendance hours.<br>Services to be used on an as needed basis. | 1                    | Hour        | \$_____           |
| 4002        | Transcripts<br>Ten (10) Day Turnaround  | 1                    | Page        | \$_____           |
| 4003        | Transcript CD<br>Ten (10) Day Turnaround  | 1                    | EA          | \$_____           |

## B.5 STATEMENT OF WORK

### Court Reporters for the VA Healthcare Systems for VISN 22

**1. GENERAL PROCEDURE:** The Contractor shall provide all labor, supplies, supervision and transportation required to perform Court Reporting Services for the two (2) VA Healthcare Systems within Veterans Integrated Service Network (VISN) 22 (VISN22VAHS); VA Long Beach Healthcare System (VALBHS) and VA San Diego Healthcare System (VASDHS).

**2. BACKGROUND:**

Executive Management, Equal Employment Opportunity (EEO), and Human Resources are charged with conducting administrative investigations on behalf of VA Healthcare System Facilities. Additionally, the Office of General Counsel (OGC) conducts hearings on behalf of the VA. As such, VA Healthcare Systems and OGC requires transcription / court reporting services to create verbatim transcripts of legal and administrative proceedings where the spoken word must be preserved as a written transcript. These legal and administrative proceedings include, but are not limited to: Administrative Investigation Boards (AIB), EEO Hearings, Human Resources Investigations and includes hearings/meetings ordered by the Administrative Judges. These transcripts ensure a complete, accurate, secure, and confidential legal record of proceedings and document all statements made in VA Healthcare Systems and OGC official proceedings.

VALBHS, VASDHS, and OGC require transcription / court reporting services on an irregular, as-needed, basis, often with short notice. Previously these services were managed with a purchase card due to the nature of the services and billing structure (individual bill each day, different interviews, under cost ceiling, etc.). However, as the facility has indicated that these will be more frequent, there is a need for a proactive management of this process has been requested and this is in response to that request.

#### AIB Authority

Court reporting services for cases from the Risk Management office will primarily be used for capturing testimony involving investigations initiated by the chief executive of VA facilities under the following authority.

The Veterans Affairs Secretary is authorized to “make investigations and examine witnesses upon any matter within the jurisdiction of the Department,” to take affidavits, and to administer oaths and affirmations under 38 USC § 5711. These authorities are delegated to the Heads of VA Administrations and Staff Offices, to the chief executives of VA facilities, and to all authorities senior to any of these officials in the VA organization (collectively, “convening authorities”). Such authority is in addition to any other existing authorities, including the inherent authority of VA officials to make or direct appropriate inquiries into matters within their areas of responsibility. This delegation of authority shall continue in effect until it, or this directive, is specifically rescinded or revoked, and is not subject to the sunset provision of VA Directive 0000, Delegations of Authority.

These authorities may be redelegated to a principal assistant, and may also be redelegated to employees assigned to conduct administrative investigations for the duration of their investigation duties. Senior convening authorities may direct their subordinate convening authorities in the exercise of these



authorities. In exercising these authorities, delegates shall comply with applicable requirements of VA Directive 0700 and VA Handbook 0700, Administrative Investigations.

The Secretary's statutory authority to issue subpoenas, compel attendance of witnesses, and require the production of evidence is not delegated herein but has been delegated separately to other authorities (see 38 CFR Part 2).

### EEO Authority

Court reporting services for cases from the EEO office will primarily be used for capturing testimony involving discrimination and sexual harassment cases at all stages of an EEO case.

The EEO office is charged with attempting to resolve employees' concerns involving discrimination /sexual harassment at the lowest level possible. However, there are times when a complaint requires depositions from the complainant, witnesses, management officials, etc. When depositions are required for testimony the agency, via the EEO office, is required to solicit the services of a court reporting agency to accommodate the proper capturing of statements for factual record. The court reporting services are required as part of investigation of complains and hearings.

In accordance with 29 C.F.R. 1614, 1614.108, Investigation of Complaints, (b) In accordance with instructions contains in Commission Management Directives, the agency shall develop an impartial and appropriate factual record upon which to make findings on the claims raised by the written complaint.... (1) The complainant, the agency, and any employee of a Federal agency shall produce such documentary and testimonial evidence as the investigator deems necessary.

In addition to the investigation of complaints, the discrimination and sexual harassment complaint may potentially proceed to a hearing. In accordance with 29 C.F.R. 1614, 1614.109 (d) Discovery... Evidence may be developed through interrogatories, depositions, and requests for admissions, stipulations or production of documents.

### **3. SCOPE:**

Contractor shall provide require transcription / court reporting services to create verbatim transcripts of legal and administrative proceedings where the spoken word must be preserved as a written transcript. The contract is intended to cover any and all court reporting services to preserve any administrative or legal proceedings that VALBHS and VASDHS may conduct in this, and in subsequent fiscal years. It is driven by requirements and authorities reflected above under the Office of the Director on behalf of the entire facility, however, the projected utilization of this contract will primarily, but not exclusively, come from Risk Management, EEO, and Human Resources.

### **4. Participating Facilities:**

These services shall be provided for VISN 22 Healthcare Systems as listed on the table below. If additional facilities within VISN 22 are required, the Contracting Officer shall notify the contractor at least 30 days prior to change and issue a bilateral modification.

| PATICIPATING FACILITY           | ADDRESS   |
|---------------------------------|---|
| VA Long Beach Healthcare System | 5901 East 7 <sup>th</sup> Street Long Beach, CA 90822 |
| VA San Diego Healthcare System  | 3350 La Jolla Village Drive San Diego, CA 92161       |

## 5. SPECIFIC TASKS:

The contractor shall provide experienced court reporters, transcriptions, labor, supplies, materials, shipping, transportation, supervision, and other non-personal services necessary to achieve the following technical requirements and/or specific tasks for VISN22VAHS:

Task 1: The contractor will provide court reporter(s) that will capture all statements as directed by the designated authority:

- The contractor will provide a court reporter within 24 hours notice by the agency
- The contractor will schedule court reporter(s) for the duration of the appointed case to include the first day and any subsequent day(s). The length of service required will vary based on the amount of the individuals being interviewed and the inclusiveness of each interview as determined by the agency representative, investigator, lawyer and/or judge
- The court reporter will be fully set up and prepared to begin taking depositions no later than 10 minutes prior to the designated start time for the first interview
- The court reporter accurately capture all statements as required and each speaker by name
- The court reporter will incorporate reference materials into the transcript as the case requires; these materials will be provided by each VA Healthcare System's point of contact.
- Court reporters will maintain confidentiality with the information they are privy to before, during and after the deposition(s)

Task 2: The contractor will collect and transcribe all statements captured from the deposition and provide the statements in booklet format that is word index:

- Each statement / deposition captured during the course of the deposition will be provided in an original transcript
- Each statement / deposition captured during the course of the deposition will be provided in a certified copy transcript
- Each statement / deposition captured during the course of the deposition will be provided in a condensed copy of the transcript
- Each statement / deposition captured during the course of the deposition will be provided on a CD that is completely re-printable and word searchable

Task 3: The contractor will deliver the required products to the agency:

- The contractor will deliver all required products to the agency within 10 business days (excluding weekends and holidays).
- Any additional requirements, such as an expedited return of deliverables, may be required by VISN22VAHS and would be managed by each VA Healthcare System's point of contact.
- Turnaround Times (TAT): TAT is calculated from completion of dictation to delivery of completed transcription using a standard business day of 8:00 a.m. to 4:30 p.m. Pacific Time (PT), Monday through Friday, with the exception of NATIONAL HOLIDAYS. The Government does not require and therefore will not pay the Contractor to provide services on the following Federal holidays or any other day specifically declared by the President of the United States as a National holiday. When the holiday falls on a Sunday, the following Monday is observed as the legal holiday; when a holiday falls on a Saturday, the preceding Friday is observed as the legal holiday by U.S. Government agencies.

|                               |                           |
|-------------------------------|---------------------------|
| New Year's Day                | 1 January                 |
| Martin Luther King's Birthday | Third Monday in January   |
| President's Day               | Third Monday in February  |
| Memorial Day                  | Last Monday in May        |
| Independence Day              | 4 July                    |
| Labor Day                     | First Monday in September |
| Columbus Day                  | Second Monday in October  |
| Veterans Day                  | 11 November               |
| Thanksgiving Day              | 4th Thursday in November  |
| Christmas Day                 | 25 December               |

Task 4: Court Reporters(s). Successfully capture the testimony of all parties as identified in a legally certified manner.

Subtask 1 – Court Reporting. Provide the technical and functional activities at the required level for integration of all tasks specified within this SOW. Include productivity and management methods such as quality assurance, progress / status reporting and program reviews. Provide the centralized administrative, clerical, documentation and related functions.

*Deliverables:* From the on-site reporter to the point of contact (if applicable) within the contractor's agency:

- Documentation from the deposition to be transposed later into a legal document

Task 5: Transcribe the gathered information and delivery of legal transcripts of depositions.

Subtask 2 – Transcript. Prepare transcript that is legal and binding from the information collected during the deposition. Develop a transcript (1 original, 1 certified copy, 1 condensed transcript, word index, and the transcript on a CD that is able to be printed and is word-searchable) in booklet format and a transcript CD.

*Deliverables:* Within 10 business days of completing the deposition, the contractor will provide the various transcripts to the case POC.

- Transcript (1 original)
- Transcript (1 certified copy)
- Condensed transcript
- Word index
- Transcript on CD [printable and word searchable]

**Transcript Format:** Visible Black Character. A Visible Black Character (VBC) is defined as strike-able and visible characters and includes any printed letter, number, symbol, and/or punctuation mark excluding any or all formatting (e.g., bold, underline, italics, table structure, formatting codes). All visible black characters can be seen with the naked eye as a mark, regardless of whether viewed electronically or on a printed page.

|   |   |   |   |    |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |
|---|---|---|---|----|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| A | B | C | D | E  | F | G | H | I | J | K | L | M | N | O | P | Q | R | S | T | U | V | W | X | Y | Z |
| a | B | c | d | E  | f | g | h | i | j | K | l | m | n | o | p | q | r | s | t | u | v | w | x | y | z |
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Any format changes required throughout the duration of this contract shall require notification by the Government to the Contractor of a minimum of 21 days.

In accordance with FAR 4.703, contract files must be maintained for 3 years after final payment. The contractor shall destroy the files on the anniversary of the third year after final payment. The vendor is not to subcontract work to another transcription firm without prior VA approval. **All transcription and verification must be performed in the United States of America. There are no exceptions.** This stringent requirement is due to security and privacy concerns associated with the sensitive data that is the subject of this contract.

## **6. PERFORMANCE MONITORING:**

The Contracting Officer's Representative (COR) is responsible for verification of accurate invoicing, billing and to assure that all transcriptionists has had all mandatory training.

Contractor shall have a Quality Assurance (QA) program which ensures that the highest quality transcribed records are delivered to the VA. The contractor shall screen and proofread reports for accuracy. Each report will be reviewed and one opportunity to amend the record will be included.

All communications affecting performance should be directed to the appropriate VA personnel following the chain of command. All performance issues should first be dealt with at the level of the daily transcription contact. If no resolution is found, the issue should be escalated to the Contracting Officer's Representative (COR) and then the Contracting Officer. The contractor shall provide a point of contact for all performance related issues. Failure for the VA Personnel to communicate or provide any and all necessary information, including access, technical support or any other reasonable requirement, for this implementation and duration of the contract, should be reported to the daily transcription contact and escalated to the COR and then the Contracting Officer if necessary. The Contracting Officer is the final decision authority on these issues.

## **7. SECURITY REQUIREMENTS:**

The contractor will send out a reporter that will immediately report to designated location or contact the case POC for an escort to the exact location for the depositions. At no time will the court reporter have access to any of the VA Healthcare Systems' computer network systems. Court reporters will maintain confidentiality with the information they are privy to before, during and after the deposition(s).

## **8. GOVERNMENT-FURNISHED EQUIPMENT (GFE)/GOVERNMENT-FURNISHED INFORMATION (GFI):**

VA Healthcare Systems will provide the court reporters with a chair and a table to perform their tasking.

## **9. OTHER PERTINENT INFORMATION OR SPECIAL CONSIDERATIONS:**

### **a. Identification of Possible Follow-on Work.**

The testimony transcripts will be included in permanent files for recordkeeping and reference.

### **b. Identification of Potential Conflicts of Interest (COI).**

**CONFLICT OF INTEREST:** The Contractor shall not employ any person who is an employee of the United States Government if the employment of that person would create a conflict of interest. The Contractor shall not employ any person who is an employee of the VA, unless such person seeks and receives approval in accordance with VA regulations. Nor shall the Contractor employ any person who as a member would create a conflict of interest or the appearance of a conflict of interest, particularly with regard to influencing the contract negotiations or terms of the contract. In any such case, VA must review the matter and give its approval in accordance with agency ethics rules.

### **c. Identification of Non-Disclosure Requirements.**

**HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT:** The Contractor shall take reasonable measures to ensure patient privacy and confidentiality. The contract service providers herein agree to take all reasonable precautions to safeguard patient information from unauthorized access or modification, in both electronic and hard-copy formats. This includes not only electronic security measures such as "strong" user passwords on computer systems, but also physical barrier to prevent unauthorized use of computer work-stations; that hard copy patient files are in secured lockable areas, that files are in lockable cabinets, that cabinets can in fact be locked, i.e., keys are available, and the locking mechanisms work properly. This precaution also includes the proper transfer of patient information via electronic means, such as faxing or system to system transmission.

That no patient information of any type shall be given to outside parties, agencies or organizations of any type without the expressed written consent of the patient and the VA Healthcare System and only in capacities directly related to the provision of the services contracted in this instrument.

That only the minimum necessary patient information is used to provide appropriate service to the correct patient. That the undersigned understands that all parties are bound by the requirements of the “Health Insurance Portability and Accountability Act of 1996” which provide guidance on the protection of patient privacy and confidentiality. This Act mandates that all government agencies and those bodies with whom they contract, must be in compliance with the directive of the Act. Details of the Act are still under development by the Congress of the United States. Once these detailed directives are released, this current contract may require a modification to be in compliance depending on the effective date of the Act as decided by Congress and President of the United States.

**ADP SECURITY RESPONSIBILITIES:** If the Contractor has access to printed and/or electronic files containing sensitive information in the performance of official duties, all information or data must be protected under the provision of the Privacy Act of 1974 and other applicable laws and regulations. The contractor is responsible for: 1) protecting the information from unauthorized release, from loss, alteration or unauthorized deletion; and 2) following applicable regulations and instructions regarding access to computerized files, release of access codes, etc., as set out in the computer access agreement and VA Policy Memorandums.

d. Packaging, Packing and Shipping Instructions.

See section 5, above.

e. Inspection and Acceptance Criteria.

The contract COR, case POC, or other designee will receive all transcripts, review them for a quality inspection. Additionally, the transcript on CD will go through the same quality inspection. The case POC, or other VA Healthcare System’s designee will contact the contractor if there are any areas of the transcript(s) that need clarifying, corrections, that need to be made and/or malfunctions that need to be corrected.

**CERTIFICATION REQUIREMENTS:** Personnel performing transcription services must be fully qualified competent. “Fully qualified” is defined as company or field trained (or equivalent) and experienced to work on this contract. The Government reserves the right to reject any of the Contractor’s personnel and refuse them permission to work on this contract if they are determined not “fully qualified” or documentation has not been submitted and approval given for the certification to provide the needed services.

**POST-AWARD PERFORMANCE CONFERENCE:** The Contracting Officer will schedule a post-award performance conference with the Contractor, if deemed necessary, for contract orientation purposes.

**INVOICE AND PAYMENT:** The contractor shall provide VA personnel with the ability to validate all documents for accuracy of invoices. No advance payment is authorized. The Contractor shall submit invoices containing, at a minimum, the contract number, assigned purchase order/obligation number, period of performance and any additional details necessary to identify service rendered. Payment of

invoice may be delayed if invoices are not completed properly. Payments shall be made for items accepted by the Government that have been delivered to the delivery destinations.

#### 10. **RISK CONTROL:**

There is a reasonable amount of risk that the court reporter(s) assume that in a healthcare environment, they may be around individuals (mobilizing to and from their designated temporary work location) carrying infectious disease.

#### 11. **PLACE OF PERFORMANCE:**

This contract calls for work to be accomplished at three locations. 1) Court reporters – their work will be performed at VALBHS and VASDHS locations or at an alternate site as may be required. The VA Healthcare System's point of contact will provide information on the precise date, time and location when transcription services are required. Travel to and from the aforementioned facility is not included in the contract. 2) Transcription and finalizing the deposition(s) will be accomplished at the contractor's site. 3) Delivering the final product, the contractor will ensure that the final product(s) are safely and securely transported and given to the contract COR, case POC, or other VA Healthcare System's designee.

#### 12. **DELIVERY SCHEDULE:**

| Deliverable Title   | Format         | Number                 | Calendar Days After CO Start            |
|---|----------------|------------------------|---|
| Transcript (original)   | Print Document | Standard Distribution* | Within 10 workdays after the deposition |
| Transcript (certified copy)   | Print Document | Standard Distribution* | Within 10 workdays after the deposition |
| Condensed Transcript  | Print Document | Standard Distribution* | Within 10 workdays after the deposition |
| Word Index  | Print Document | Standard Distribution* | Within 10 workdays after the deposition |
| Transcript on CD  | Compact Disc   | Standard Distribution* | Within 10 workdays after the deposition |
| * Standard Distribution: Standard Distribution: All items will be completed and sent to the COR, case POC, or other VA Healthcare System's designee in a single bundled package |                |                        |   |

- ***Deliverables*** - Prepare transcript that is legal and binding from the information collected during the deposition. Develop a transcript (1 original, 1 certified copy, a condensed transcript, word index and the transcript on CD [re-printable and word searchable]) in booklet format and a transcript CD.
- ***Deliverable Title*** - Court Reporting for Equal Employment Opportunity Complaints.
- ***Format*** – Word, Word Index and Compact Disc.
- ***Number*** - transcript (1 original, 1 certified copy, a condensed transcript, word index and the transcript on CD [re-printable and word searchable]) in booklet format and a transcript CD.
- ***Within 10 work days of taking the deposition.***

**13. CONTRACTING OFFICER'S REPRESENTATIVE (COR):**

Delegation of Authority letters shall be forwarded to the using service and the Contractor after agreement has been signed, identifying the individual(s) as the COR(s). No service shall be provided without the approval of the COR or his/her designee of this contract.

The Contractor shall not accept any instructions issued by any other person(s) other than the Contracting Officer or his/her delegated representative acting within the limits of his/her authority.

**14. CHANGES:**

Only those services specified herein are authorized. Before performing any service of a non-contract nature, the Contractor shall advise the Contracting Officer of the reasons for the additional work. Changes to the resulting contract are not authorized, unless in writing by the Contracting Officer.

**15. CONTRACTOR CONTACT INFORMATION:**

Contractor shall provide in the space provided below the name, address and telephone number of the office where service calls are to be placed:

|            |  |
|------------|--|
| Name:      |  |
| Address:   |  |
| Telephone: |  |

**16. PERSONNEL QUALIFICATIONS/EXPERIENCE CRITERIA:**

Personnel shall be fully qualified, experienced and trained to provide required services.

**17. SMOKING POLICY:**

Smoking is not permitted within or around the VA, except in designated areas.

**18. BADGES AND PARKING:**

- (a) All Contractor personnel are required to wear identification (I. D.) badges issued by the VA Police Station during the entire time they are on the VA Healthcare System's grounds. All Contractor personnel are also required to wear Vendor ID Badges noting Contractor Name, Personal Name, and Photo of Contractor personnel.
- (b) It is the responsibility of the Contractor's personnel to park in the appropriate designated parking areas. Parking information is available from the individual VA Healthcare System Police Station. VA Healthcare System shall not validate or make reimbursement for parking violations of the Contractor's personnel under any circumstance.



**19. CONTRACTOR SUBMITTALS/INSURANCE REQUIREMENTS:**

Contractor shall be required to provide copies of the following:

The Contractor is required to comply with Federal and State Workers Compensation and liability insurance. Reference FAR clause 52.228-5-Insurance and Subpart 28.307-2-Liability.

Within 15 days of the contract award, the Contractor shall furnish to the Contracting Officer certification from his/her insurance company indicating that the coverage has been obtained and that it may not be changed or cancelled without guaranteed thirty (30) day notice to the Contracting Officer. New certifications shall be furnished prior to the expiration date.

## SECTION C - CONTRACT CLAUSES

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

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

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

#### C.1 52.216-18 ORDERING (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from effective date of the contract through end of the period of performance.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

(End of Clause)

#### C.2 52.216-19 ORDER LIMITATIONS (OCT 1995)

(a) *Minimum order.* When the Government requires supplies or services covered by this contract in an amount of less than 100.00, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) *Maximum order.* The Contractor is not obligated to honor—

(1) Any order for a single item in excess of \$40,000;

(2) Any order for a combination of items in excess of \$400,000; or

(3) A series of orders from the same ordering office within 2 days that together call for quantities exceeding the limitation in paragraph (b)(1) or (2) of this section.

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.

(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 2 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of Clause)

### **C.3 52.216-22 INDEFINITE QUANTITY (OCT 1995)**

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum." The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; *provided*, that the Contractor shall not be required to make any deliveries under this contract after June 9, 2023.

(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 15 days.

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

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

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

(End of Clause)

**C.6 52.224-1 PRIVACY ACT NOTIFICATION (APR 1984)**

The Contractor will be required to design, develop, or operate a system of records on individuals, to accomplish an agency function subject to the Privacy Act of 1974, Public Law 93-579, December 31, 1974 (5 U.S.C. 552a) and applicable agency regulations. Violation of the Act may involve the imposition of criminal penalties.

(End of Clause)

**C.7 52.224-2 PRIVACY ACT (APR 1984)**

(a) The Contractor agrees to—

(1) Comply with the Privacy Act of 1974 (the Act) and the agency rules and regulations issued under the Act in the design, development, or operation of any system of records on individuals to accomplish an agency function when the contract specifically identifies—

(i) The systems of records; and

(ii) The design, development, or operation work that the contractor is to perform;

(2) Include the Privacy Act notification contained in this contract in every solicitation and resulting subcontract and in every subcontract awarded without a solicitation, when the work statement in the proposed subcontract requires the design, development, or operation of a system of records on individuals that is subject to the Act; and

(3) Include this clause, including this subparagraph (3), in all subcontracts awarded under this contract which requires the design, development, or operation of such a system of records.

(b) In the event of violations of the Act, a civil action may be brought against the agency involved when the violation concerns the design, development, or operation of a system of records on individuals to accomplish an agency function, and criminal penalties may be imposed upon the officers or employees of the agency when the violation concerns the operation of a system of records on individuals to accomplish an agency function. For purposes of the Act, when the contract is for the operation of a system of records on individuals to accomplish an agency function, the Contractor and any employee of the Contractor is considered to be an employee of the agency.

(c) (1) "Operation of a system of records," as used in this clause, means performance of any of the activities associated with maintaining the system of records, including the collection, use, and dissemination of records.

(2) "Record," as used in this clause, means any item, collection, or grouping of information about an individual that is maintained by an agency, including, but not limited to, education, financial transactions, medical history, and criminal or employment history and that contains the person's name, or the identifying number, symbol, or other identifying particular assigned to the individual, such as a fingerprint or voiceprint or a photograph.

(3) "System of records on individuals," as used in this clause, means a group of any records under the control of any agency from which information is retrieved by the name of the individual or by some identifying number, symbol, or other identifying particular assigned to the individual.

(End of Clause)

## **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 852.219-10 VA NOTICE OF TOTAL SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS SET-ASIDE (JUL 2016)(DEVIATION)**

(a) *Definition.* For the Department of Veterans Affairs, “Service-disabled veteran-owned small business concern or SDVSOB”:

(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 or eligible surviving spouses (see VAAR 802.201 Surviving Spouse definition);

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

(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) “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).

(b) *General.*

(1) Offers are solicited only from verified service-disabled veteran-owned small business concerns. Offers received from concerns that are not verified service-disabled veteran-owned small business concerns shall not be considered.

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

(c) *Agreement.* A service-disabled 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 service-disabled 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 SDVSOB as appropriate.

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

(End of Clause)

## **C.10 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.11 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 California. Further, it is agreed that any negligence of the Government, its officers, agents, servants and employees, shall not be the responsibility of the contractor hereunder with the regard to any claims, loss, damage, injury, and liability resulting there from.

(End of Clause)

### **C.12 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)**

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

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

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

(End of Clause)

| <b><u>FAR<br/>Number</u></b> | <b><u>Title</u></b>  | <b><u>Date</u></b> |
|------------------------------|--|--------------------|
| 52.203-17                    | CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS<br>AND REQUIREMENT TO INFORM EMPLOYEES OF<br>WHISTLEBLOWER RIGHTS | APR 2014           |
| 52.204-18                    | COMMERCIAL AND GOVERNMENT ENTITY CODE<br>MAINTENANCE   | JUL 2016           |
| 52.228-5                     | INSURANCE—WORK ON A GOVERNMENT<br>INSTALLATION   | JAN 1997           |
| 52.232-40                    | PROVIDING ACCELERATED PAYMENTS TO SMALL<br>BUSINESS SUBCONTRACTORS   | DEC 2013           |

(End of Addendum to 52.212-4)

### **C.13 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

☒ (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)

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

### D.1 PRICE WORKSHEET

**Important Note:** The quantity for each CLIN on the tables below are estimated only and not guaranteed minimum quantity for placing orders.

#### VA Long Beach Healthcare System

##### BASE YEAR PERIOD OF PERFORMANCE: 06/10/2018 – 06/09/2019

| CLIN   | DESCRIPTION OF SERVICES   | ESTIMATED QTY | UNIT | UNIT PRICE |
|--------|---|---------------|------|------------|
| 0001LB | Court Reporter Hearing /Meeting attendance hours.<br>Services to be used on an as needed basis. | 100           | Hour | \$_____    |
| 0002LB | Transcripts<br>Ten (10) Day Turnaround  | 5,000         | Page | \$_____    |
| 0003LB | Transcript CD<br>Ten (10) Day Turnaround  | 14            | EA   | \$_____    |

##### OPTION PERIOD 1 PERIOD OF PERFORMANCE: 06/10/2019 – 06/09/2020

| CLIN   | DESCRIPTION OF SERVICES   | ESTIMATED QTY | UNIT | UNIT PRICE |
|--------|---|---------------|------|------------|
| 1001LB | Court Reporter Hearing /Meeting attendance hours.<br>Services to be used on an as needed basis. | 100           | Hour | \$_____    |
| 1002LB | Transcripts<br>Ten (10) Day Turnaround  | 5,000         | Page | \$_____    |
| 1003LB | Transcript CD<br>Ten (10) Day Turnaround  | 14            | EA   | \$_____    |

##### OPTION PERIOD 2 PERIOD OF PERFORMANCE: 06/10/2020 – 06/09/2021

| CLIN   | DESCRIPTION OF SERVICES   | ESTIMATED QTY | UNIT | UNIT PRICE |
|--------|---|---------------|------|------------|
| 2001LB | Court Reporter Hearing /Meeting attendance hours.<br>Services to be used on an as needed basis. | 100           | Hour | \$_____    |
| 2002LB | Transcripts<br>Ten (10) Day Turnaround  | 5,000         | Page | \$_____    |
| 2003LB | Transcript CD<br>Ten (10) Day Turnaround  | 14            | EA   | \$_____    |

**OPTION PERIOD 3 PERIOD OF PERFORMANCE: 06/10/2021 – 06/09/2022**

| CLIN   | DESCRIPTION OF SERVICES   | ESTIMATED QTY | UNIT | UNIT PRICE |
|--------|---|---------------|------|------------|
| 3001LB | Court Reporter Hearing /Meeting attendance hours.<br>Services to be used on an as needed basis. | 100           | Hour | \$_____    |
| 3002LB | Transcripts<br>Ten (10) Day Turnaround  | 5,000         | Page | \$_____    |
| 3003LB | Transcript CD<br>Ten (10) Day Turnaround  | 14            | EA   | \$_____    |

**OPTION PERIOD 4 PERIOD OF PERFORMANCE: 06/10/2022 – 06/09/2023**

| CLIN   | DESCRIPTION OF SERVICES   | ESTIMATED QTY | UNIT | UNIT PRICE |
|--------|---|---------------|------|------------|
| 4001LB | Court Reporter Hearing /Meeting attendance hours.<br>Services to be used on an as needed basis. | 100           | Hour | \$_____    |
| 4002LB | Transcripts<br>Ten (10) Day Turnaround  | 5,000         | Page | \$_____    |
| 4003LB | Transcript CD<br>Ten (10) Day Turnaround  | 14            | EA   | \$_____    |

**VA San Diego Healthcare System****BASE YEAR PERIOD OF PERFORMANCE: 06/10/2018 – 06/09/2019**

| CLIN   | DESCRIPTION OF SERVICES   | ESTIMATED QTY | UNIT | UNIT PRICE |
|--------|---|---------------|------|------------|
| 0001SD | Court Reporter Hearing /Meeting attendance hours.<br>Services to be used on an as needed basis. | 63            | Hour | \$_____    |
| 0002SD | Transcripts<br>Ten (10) Day Turnaround  | 3,500         | Page | \$_____    |
| 0003SD | Transcript CD<br>Ten (10) Day Turnaround  | 7             | EA   | \$_____    |

**OPTION PERIOD 1 PERIOD OF PERFORMANCE: 06/10/2019 – 06/09/2020**

| CLIN   | DESCRIPTION OF SERVICES   | ESTIMATED QTY | UNIT | UNIT PRICE |
|--------|---|---------------|------|------------|
| 1001SD | Court Reporter Hearing /Meeting attendance hours.<br>Services to be used on an as needed basis. | 63            | Hour | \$_____    |



| CLIN   | DESCRIPTION OF SERVICES                  | ESTIMATED QTY | UNIT | UNIT PRICE |
|--------|--|---------------|------|------------|
| 1002SD | Transcripts<br>Ten (10) Day Turnaround   | 3,500         | Page | \$_____    |
| 1003SD | Transcript CD<br>Ten (10) Day Turnaround | 7             | EA   | \$_____    |

**OPTION PERIOD 2 PERIOD OF PERFORMANCE: 06/10/2020 – 06/09/2021**

| CLIN   | DESCRIPTION OF SERVICES   | ESTIMATED QTY | UNIT | UNIT PRICE |
|--------|---|---------------|------|------------|
| 2001SD | Court Reporter Hearing /Meeting attendance hours.<br>Services to be used on an as needed basis. | 63            | Hour | \$_____    |
| 2002SD | Transcripts<br>Ten (10) Day Turnaround  | 3,500         | Page | \$_____    |
| 2003SD | Transcript CD<br>Ten (10) Day Turnaround  | 7             | EA   | \$_____    |

**OPTION PERIOD 3 PERIOD OF PERFORMANCE: 06/10/2021 – 06/09/2022**

| CLIN   | DESCRIPTION OF SERVICES   | ESTIMATED QTY | UNIT | UNIT PRICE |
|--------|---|---------------|------|------------|
| 3001SD | Court Reporter Hearing /Meeting attendance hours.<br>Services to be used on an as needed basis. | 63            | Hour | \$_____    |
| 3002SD | Transcripts<br>Ten (10) Day Turnaround  | 3,500         | Page | \$_____    |
| 3003SD | Transcript CD<br>Ten (10) Day Turnaround  | 7             | EA   | \$_____    |

**OPTION PERIOD 4 PERIOD OF PERFORMANCE: 06/10/2022 – 06/09/2023**

| CLIN   | DESCRIPTION OF SERVICES   | ESTIMATED QTY | UNIT | UNIT PRICE |
|--------|---|---------------|------|------------|
| 4001SD | Court Reporter Hearing /Meeting attendance hours.<br>Services to be used on an as needed basis. | 63            | Hour | \$_____    |
| 4002SD | Transcripts<br>Ten (10) Day Turnaround  | 3,500         | Page | \$_____    |
| 4003SD | Transcript CD<br>Ten (10) Day Turnaround  | 7             | EA   | \$_____    |

## D.2 WAGE DETERMINATION – STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

WD 15-5613 (Rev.-9) was first posted on [www.wdol.gov](http://www.wdol.gov) on 01/16/2018

\*\*\*\*\*

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                      Division of  
Director                      Wage Determinations

Wage Determination No.: 2015-5613  
Revision No.: 9  
Date Of Revision: 01/10/2018

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](http://www.dol.gov/whd/govcontracts)

State: California

Area: California County of Los Angeles

### OCCUPATION NOTES:

Heating, Air Conditioning, and Refrigeration services: Occupational wage rates and fringe benefits may be found on WD 1986-0879.

Laundry services: Occupational wage rates and fringe benefits may be found on WD 1977-1297.

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

| OCCUPATION CODE - TITLE                                 | FOOTNOTE | RATE  |
|---|----------|-------|
| 01000 - Administrative Support And Clerical Occupations |          |       |
| 01011 - Accounting Clerk I                              |          | 16.60 |
| 01012 - Accounting Clerk II                             |          | 18.64 |
| 01013 - Accounting Clerk III                            |          | 20.85 |
| 01020 - Administrative Assistant                        |          | 30.89 |
| 01035 - Court Reporter                                  |          | 24.11 |
| 01041 - Customer Service Representative I               |          | 13.98 |
| 01042 - Customer Service Representative II              |          | 15.72 |
| 01043 - Customer Service Representative III             |          | 17.15 |
| 01051 - Data Entry Operator I                           |          | 14.04 |
| 01052 - Data Entry Operator II                          |          | 15.32 |
| 01060 - Dispatcher, Motor Vehicle                       |          | 22.41 |
| 01070 - Document Preparation Clerk                      |          | 15.13 |
| 01090 - Duplicating Machine Operator                    |          | 15.13 |
| 01111 - General Clerk I                                 |          | 13.43 |
| 01112 - General Clerk II                                |          | 14.92 |
| 01113 - General Clerk III                               |          | 17.43 |

|  |       |
|--|-------|
| 01120 - Housing Referral Assistant                   | 21.90 |
| 01141 - Messenger Courier                            | 13.86 |
| 01191 - Order Clerk I                                | 16.98 |
| 01192 - Order Clerk II                               | 18.53 |
| 01261 - Personnel Assistant (Employment) I           | 18.07 |
| 01262 - Personnel Assistant (Employment) II          | 20.20 |
| 01263 - Personnel Assistant (Employment) III         | 22.53 |
| 01270 - Production Control Clerk                     | 23.51 |
| 01290 - Rental Clerk                                 | 16.83 |
| 01300 - Scheduler, Maintenance                       | 17.39 |
| 01311 - Secretary I                                  | 17.39 |
| 01312 - Secretary II                                 | 19.45 |
| 01313 - Secretary III                                | 21.90 |
| 01320 - Service Order Dispatcher                     | 19.54 |
| 01410 - Supply Technician                            | 30.89 |
| 01420 - Survey Worker                                | 19.93 |
| 01460 - Switchboard Operator/Receptionist            | 14.51 |
| 01531 - Travel Clerk I                               | 14.72 |
| 01532 - Travel Clerk II                              | 16.02 |
| 01533 - Travel Clerk III                             | 17.21 |
| 01611 - Word Processor I                             | 16.70 |
| 01612 - Word Processor II                            | 18.56 |
| 01613 - Word Processor III                           | 20.64 |
| 05000 - Automotive Service Occupations               |       |
| 05005 - Automobile Body Repairer, Fiberglass         | 23.56 |
| 05010 - Automotive Electrician                       | 22.18 |
| 05040 - Automotive Glass Installer                   | 20.84 |
| 05070 - Automotive Worker                            | 20.84 |
| 05110 - Mobile Equipment Servicer                    | 19.16 |
| 05130 - Motor Equipment Metal Mechanic               | 23.56 |
| 05160 - Motor Equipment Metal Worker                 | 20.84 |
| 05190 - Motor Vehicle Mechanic                       | 23.56 |
| 05220 - Motor Vehicle Mechanic Helper                | 18.38 |
| 05250 - Motor Vehicle Upholstery Worker              | 20.40 |
| 05280 - Motor Vehicle Wrecker                        | 20.84 |
| 05310 - Painter, Automotive                          | 22.18 |
| 05340 - Radiator Repair Specialist                   | 20.84 |
| 05370 - Tire Repairer                                | 16.73 |
| 05400 - Transmission Repair Specialist               | 23.56 |
| 07000 - Food Preparation And Service Occupations     |       |
| 07010 - Baker  | 12.28 |
| 07041 - Cook I                                       | 14.72 |
| 07042 - Cook II                                      | 17.03 |
| 07070 - Dishwasher                                   | 10.29 |
| 07130 - Food Service Worker                          | 11.28 |
| 07210 - Meat Cutter                                  | 15.92 |
| 07260 - Waiter/Waitress                              | 10.84 |
| 09000 - Furniture Maintenance And Repair Occupations |       |
| 09010 - Electrostatic Spray Painter                  | 20.45 |
| 09040 - Furniture Handler                            | 13.66 |
| 09080 - Furniture Refinisher                         | 20.45 |
| 09090 - Furniture Refinisher Helper                  | 16.30 |
| 09110 - Furniture Repairer, Minor                    | 18.74 |
| 09130 - Upholsterer                                  | 20.45 |
| 11000 - General Services And Support Occupations     |       |
| 11030 - Cleaner, Vehicles                            | 11.76 |
| 11060 - Elevator Operator                            | 14.04 |
| 11090 - Gardener                                     | 19.21 |
| 11122 - Housekeeping Aide                            | 14.04 |
| 11150 - Janitor                                      | 14.04 |

|  |       |
|--|-------|
| 11210 - Laborer, Grounds Maintenance                         | 14.40 |
| 11240 - Maid or Houseman                                     | 11.62 |
| 11260 - Pruner   | 13.27 |
| 11270 - Tractor Operator                                     | 17.13 |
| 11330 - Trail Maintenance Worker                             | 14.40 |
| 11360 - Window Cleaner                                       | 15.77 |
| 12000 - Health Occupations                                   |       |
| 12010 - Ambulance Driver                                     | 17.82 |
| 12011 - Breath Alcohol Technician                            | 19.60 |
| 12012 - Certified Occupational Therapist Assistant           | 31.92 |
| 12015 - Certified Physical Therapist Assistant               | 32.31 |
| 12020 - Dental Assistant                                     | 17.34 |
| 12025 - Dental Hygienist                                     | 46.45 |
| 12030 - EKG Technician                                       | 30.63 |
| 12035 - Electroneurodiagnostic Technologist                  | 30.63 |
| 12040 - Emergency Medical Technician                         | 17.82 |
| 12071 - Licensed Practical Nurse I                           | 19.32 |
| 12072 - Licensed Practical Nurse II                          | 21.61 |
| 12073 - Licensed Practical Nurse III                         | 24.09 |
| 12100 - Medical Assistant                                    | 16.38 |
| 12130 - Medical Laboratory Technician                        | 20.02 |
| 12160 - Medical Record Clerk                                 | 17.59 |
| 12190 - Medical Record Technician                            | 19.67 |
| 12195 - Medical Transcriptionist                             | 23.42 |
| 12210 - Nuclear Medicine Technologist                        | 44.21 |
| 12221 - Nursing Assistant I                                  | 11.65 |
| 12222 - Nursing Assistant II                                 | 13.10 |
| 12223 - Nursing Assistant III                                | 14.29 |
| 12224 - Nursing Assistant IV                                 | 16.04 |
| 12235 - Optical Dispenser                                    | 17.80 |
| 12236 - Optical Technician                                   | 15.71 |
| 12250 - Pharmacy Technician                                  | 17.93 |
| 12280 - Phlebotomist   | 16.53 |
| 12305 - Radiologic Technologist                              | 30.54 |
| 12311 - Registered Nurse I                                   | 31.47 |
| 12312 - Registered Nurse II                                  | 38.49 |
| 12313 - Registered Nurse II, Specialist                      | 38.49 |
| 12314 - Registered Nurse III                                 | 48.20 |
| 12315 - Registered Nurse III, Anesthetist                    | 48.20 |
| 12316 - Registered Nurse IV                                  | 57.77 |
| 12317 - Scheduler (Drug and Alcohol Testing)                 | 26.76 |
| 12320 - Substance Abuse Treatment Counselor                  | 17.48 |
| 13000 - Information And Arts Occupations                     |       |
| 13011 - Exhibits Specialist I                                | 24.83 |
| 13012 - Exhibits Specialist II                               | 30.76 |
| 13013 - Exhibits Specialist III                              | 37.63 |
| 13041 - Illustrator I  | 27.84 |
| 13042 - Illustrator II                                       | 34.51 |
| 13043 - Illustrator III                                      | 42.16 |
| 13047 - Librarian  | 36.64 |
| 13050 - Library Aide/Clerk                                   | 16.49 |
| 13054 - Library Information Technology Systems Administrator | 33.09 |
| 13058 - Library Technician                                   | 22.40 |
| 13061 - Media Specialist I                                   | 23.87 |
| 13062 - Media Specialist II                                  | 26.70 |
| 13063 - Media Specialist III                                 | 29.77 |
| 13071 - Photographer I                                       | 17.95 |
| 13072 - Photographer II                                      | 20.08 |
| 13073 - Photographer III                                     | 26.61 |

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| 13074 - Photographer IV   | 33.56         |
| 13075 - Photographer V  | 40.61         |
| 13090 - Technical Order Library Clerk                           | 16.03         |
| 13110 - Video Teleconference Technician                         | 24.18         |
| 14000 - Information Technology Occupations                      |               |
| 14041 - Computer Operator I                                     | 17.82         |
| 14042 - Computer Operator II                                    | 19.93         |
| 14043 - Computer Operator III                                   | 22.89         |
| 14044 - Computer Operator IV                                    | 25.73         |
| 14045 - Computer Operator V                                     | 27.35         |
| 14071 - Computer Programmer I                                   | (see 1) 27.42 |
| 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                           | 17.82         |
| 14160 - Personal Computer Support Technician                    | 25.73         |
| 14170 - System Support Specialist                               | 33.61         |
| 15000 - Instructional Occupations                               |               |
| 15010 - Aircrew Training Devices Instructor (Non-Rated)         | 34.73         |
| 15020 - Aircrew Training Devices Instructor (Rated)             | 42.03         |
| 15030 - Air Crew Training Devices Instructor (Pilot)            | 50.37         |
| 15050 - Computer Based Training Specialist / Instructor         | 34.73         |
| 15060 - Educational Technologist                                | 36.57         |
| 15070 - Flight Instructor (Pilot)                               | 50.37         |
| 15080 - Graphic Artist  | 26.72         |
| 15085 - Maintenance Test Pilot, Fixed, Jet/Prop                 | 43.94         |
| 15086 - Maintenance Test Pilot, Rotary Wing                     | 43.94         |
| 15088 - Non-Maintenance Test/Co-Pilot                           | 43.94         |
| 15090 - Technical Instructor                                    | 25.70         |
| 15095 - Technical Instructor/Course Developer                   | 31.47         |
| 15110 - Test Proctor  | 20.77         |
| 15120 - Tutor   | 20.77         |
| 16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations |               |
| 16010 - Assembler   |               |
| 16030 - Counter Attendant                                       |               |
| 16040 - Dry Cleaner   |               |
| 16070 - Finisher, Flatwork, Machine                             |               |
| 16090 - Presser, Hand   |               |
| 16110 - Presser, Machine, Drycleaning                           |               |
| 16130 - Presser, Machine, Shirts                                |               |
| 16160 - Presser, Machine, Wearing Apparel, Laundry              |               |
| 16190 - Sewing Machine Operator                                 |               |
| 16220 - Tailor  |               |
| 16250 - Washer, Machine   |               |
| 19000 - Machine Tool Operation And Repair Occupations           |               |
| 19010 - Machine-Tool Operator (Tool Room)                       | 20.87         |
| 19040 - Tool And Die Maker                                      | 25.31         |
| 21000 - Materials Handling And Packing Occupations              |               |
| 21020 - Forklift Operator                                       | 17.02         |
| 21030 - Material Coordinator                                    | 23.51         |
| 21040 - Material Expediter                                      | 23.51         |
| 21050 - Material Handling Laborer                               | 13.02         |
| 21071 - Order Filler  | 13.31         |
| 21080 - Production Line Worker (Food Processing)                | 17.02         |
| 21110 - Shipping Packer   | 15.08         |
| 21130 - Shipping/Receiving Clerk                                | 15.08         |
| 21140 - Store Worker I  | 12.50         |

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| 21150 - Stock Clerk  | 17.48 |
| 21210 - Tools And Parts Attendant  | 17.02 |
| 21410 - Warehouse Specialist   | 17.02 |
| 23000 - Mechanics And Maintenance And Repair Occupations                       |       |
| 23010 - Aerospace Structural Welder  | 33.86 |
| 23019 - Aircraft Logs and Records Technician                                   | 25.91 |
| 23021 - Aircraft Mechanic I  | 32.01 |
| 23022 - Aircraft Mechanic II   | 33.86 |
| 23023 - Aircraft Mechanic III  | 35.13 |
| 23040 - Aircraft Mechanic Helper   | 22.42 |
| 23050 - Aircraft, Painter  | 27.52 |
| 23060 - Aircraft Servicer  | 25.91 |
| 23070 - Aircraft Survival Flight Equipment Technician                          | 27.52 |
| 23080 - Aircraft Worker  | 27.04 |
| 23091 - Aircrew Life Support Equipment (ALSE) Mechanic I                       | 27.04 |
| 23092 - Aircrew Life Support Equipment (ALSE) Mechanic II                      | 32.01 |
| 23110 - Appliance Mechanic   | 22.12 |
| 23120 - Bicycle Repairer   | 15.47 |
| 23125 - Cable Splicer  | 39.73 |
| 23130 - Carpenter, Maintenance   | 27.67 |
| 23140 - Carpet Layer   | 21.12 |
| 23160 - Electrician, Maintenance   | 30.29 |
| 23181 - Electronics Technician Maintenance I                                   | 25.24 |
| 23182 - Electronics Technician Maintenance II                                  | 26.88 |
| 23183 - Electronics Technician Maintenance III                                 | 28.53 |
| 23260 - Fabric Worker  | 23.97 |
| 23290 - Fire Alarm System Mechanic   | 22.33 |
| 23310 - Fire Extinguisher Repairer   | 23.06 |
| 23311 - Fuel Distribution System Mechanic                                      | 31.38 |
| 23312 - Fuel Distribution System Operator                                      | 23.99 |
| 23370 - General Maintenance Worker   | 23.26 |
| 23380 - Ground Support Equipment Mechanic                                      | 32.01 |
| 23381 - Ground Support Equipment Servicer                                      | 25.91 |
| 23382 - Ground Support Equipment Worker  | 27.04 |
| 23391 - Gunsmith I   | 23.06 |
| 23392 - Gunsmith II  | 26.68 |
| 23393 - Gunsmith III   | 30.16 |
| 23410 - Heating, Ventilation And Air-Conditioning Mechanic                     |       |
| 23411 - Heating, Ventilation And Air Contidioning Mechanic (Research Facility) |       |
| 23430 - Heavy Equipment Mechanic   | 29.20 |
| 23440 - Heavy Equipment Operator   | 38.94 |
| 23460 - Instrument Mechanic  | 32.82 |
| 23465 - Laboratory/Shelter Mechanic  | 28.42 |
| 23470 - Laborer  | 12.49 |
| 23510 - Locksmith  | 24.42 |
| 23530 - Machinery Maintenance Mechanic   | 28.51 |
| 23550 - Machinist, Maintenance   | 25.41 |
| 23580 - Maintenance Trades Helper  | 14.82 |
| 23591 - Metrology Technician I   | 32.82 |
| 23592 - Metrology Technician II  | 34.76 |
| 23593 - Metrology Technician III   | 36.12 |
| 23640 - Millwright   | 30.03 |
| 23710 - Office Appliance Repairer  | 21.54 |
| 23760 - Painter, Maintenance   | 21.89 |
| 23790 - Pipefitter, Maintenance  | 28.31 |
| 23810 - Plumber, Maintenance   | 26.66 |

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| 23820 - Pneudraulic Systems Mechanic                           | 30.16 |
| 23850 - Rigger   | 28.45 |
| 23870 - Scale Mechanic   | 26.68 |
| 23890 - Sheet-Metal Worker, Maintenance                        | 28.02 |
| 23910 - Small Engine Mechanic                                  | 20.48 |
| 23931 - Telecommunications Mechanic I                          | 27.27 |
| 23932 - Telecommunications Mechanic II                         | 28.88 |
| 23950 - Telephone Lineman                                      | 29.26 |
| 23960 - Welder, Combination, Maintenance                       | 19.75 |
| 23965 - Well Driller   | 29.72 |
| 23970 - Woodcraft Worker                                       | 28.92 |
| 23980 - Woodworker   | 22.37 |
| 24000 - Personal Needs Occupations                             |       |
| 24550 - Case Manager   | 17.63 |
| 24570 - Child Care Attendant                                   | 13.05 |
| 24580 - Child Care Center Clerk                                | 16.03 |
| 24610 - Chore Aide   | 11.18 |
| 24620 - Family Readiness And Support Services Coordinator      | 17.63 |
| 24630 - Homemaker  | 19.21 |
| 25000 - Plant And System Operations Occupations                |       |
| 25010 - Boiler Tender  | 33.39 |
| 25040 - Sewage Plant Operator                                  | 34.88 |
| 25070 - Stationary Engineer                                    | 33.39 |
| 25190 - Ventilation Equipment Tender                           | 23.40 |
| 25210 - Water Treatment Plant Operator                         | 34.88 |
| 27000 - Protective Service Occupations                         |       |
| 27004 - Alarm Monitor  | 28.53 |
| 27007 - Baggage Inspector                                      | 13.15 |
| 27008 - Corrections Officer                                    | 31.01 |
| 27010 - Court Security Officer                                 | 33.16 |
| 27030 - Detection Dog Handler                                  | 23.77 |
| 27040 - Detention Officer                                      | 31.01 |
| 27070 - Firefighter  | 36.27 |
| 27101 - Guard I  | 13.15 |
| 27102 - Guard II   | 23.77 |
| 27131 - Police Officer I                                       | 41.71 |
| 27132 - Police Officer II                                      | 46.34 |
| 28000 - Recreation Occupations                                 |       |
| 28041 - Carnival Equipment Operator                            | 15.28 |
| 28042 - Carnival Equipment Repairer                            | 16.62 |
| 28043 - Carnival Worker  | 11.13 |
| 28210 - Gate Attendant/Gate Tender                             | 15.61 |
| 28310 - Lifeguard  | 14.97 |
| 28350 - Park Attendant (Aide)                                  | 17.47 |
| 28510 - Recreation Aide/Health Facility Attendant              | 12.74 |
| 28515 - Recreation Specialist                                  | 21.63 |
| 28630 - Sports Official  | 13.89 |
| 28690 - Swimming Pool Operator                                 | 19.28 |
| 29000 - Stevedoring/Longshoremen Occupational Services         |       |
| 29010 - Blocker And Bracer                                     | 26.26 |
| 29020 - Hatch Tender   | 26.26 |
| 29030 - Line Handler   | 26.26 |
| 29041 - Stevedore I  | 24.53 |
| 29042 - Stevedore II   | 27.97 |
| 30000 - Technical Occupations                                  |       |
| 30010 - Air Traffic Control Specialist, Center (HFO) (see 2)   | 42.27 |
| 30011 - Air Traffic Control Specialist, Station (HFO) (see 2)  | 29.15 |
| 30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2) | 32.11 |
| 30021 - Archeological Technician I                             | 24.86 |

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| 30022 - Archeological Technician II                           | 27.81         |
| 30023 - Archeological Technician III                          | 34.46         |
| 30030 - Cartographic Technician                               | 34.46         |
| 30040 - Civil Engineering Technician                          | 37.25         |
| 30051 - Cryogenic Technician I                                | 28.93         |
| 30052 - Cryogenic Technician II                               | 31.95         |
| 30061 - Drafter/CAD Operator I                                | 24.86         |
| 30062 - Drafter/CAD Operator II                               | 27.81         |
| 30063 - Drafter/CAD Operator III                              | 31.00         |
| 30064 - Drafter/CAD Operator IV                               | 38.15         |
| 30081 - Engineering Technician I                              | 19.68         |
| 30082 - Engineering Technician II                             | 22.09         |
| 30083 - Engineering Technician III                            | 24.70         |
| 30084 - Engineering Technician IV                             | 30.60         |
| 30085 - Engineering Technician V                              | 37.43         |
| 30086 - Engineering Technician VI                             | 45.29         |
| 30090 - Environmental Technician                              | 27.72         |
| 30095 - Evidence Control Specialist                           | 26.12         |
| 30210 - Laboratory Technician                                 | 23.13         |
| 30221 - Latent Fingerprint Technician I                       | 39.94         |
| 30222 - Latent Fingerprint Technician II                      | 44.09         |
| 30240 - Mathematical Technician                               | 33.92         |
| 30361 - Paralegal/Legal Assistant I                           | 21.83         |
| 30362 - Paralegal/Legal Assistant II                          | 27.04         |
| 30363 - Paralegal/Legal Assistant III                         | 33.08         |
| 30364 - Paralegal/Legal Assistant IV                          | 40.03         |
| 30375 - Petroleum Supply Specialist                           | 31.95         |
| 30390 - Photo-Optics Technician                               | 33.92         |
| 30395 - Radiation Control Technician                          | 31.95         |
| 30461 - Technical Writer I                                    | 25.09         |
| 30462 - Technical Writer II                                   | 30.68         |
| 30463 - Technical Writer III                                  | 37.12         |
| 30491 - Unexploded Ordnance (UXO) Technician I                | 26.87         |
| 30492 - Unexploded Ordnance (UXO) Technician II               | 32.51         |
| 30493 - Unexploded Ordnance (UXO) Technician III              | 38.96         |
| 30494 - Unexploded (UXO) Safety Escort                        | 26.87         |
| 30495 - Unexploded (UXO) Sweep Personnel                      | 26.87         |
| 30501 - Weather Forecaster I                                  | 31.36         |
| 30502 - Weather Forecaster II                                 | 38.17         |
| 30620 - Weather Observer, Combined Upper Air Or               | (see 2) 31.00 |
| Surface Programs  |               |
| 30621 - Weather Observer, Senior                              | (see 2) 33.79 |
| 31000 - Transportation/Mobile Equipment Operation Occupations |               |
| 31010 - Airplane Pilot  | 32.51         |
| 31020 - Bus Aide  | 13.63         |
| 31030 - Bus Driver  | 19.62         |
| 31043 - Driver Courier  | 14.00         |
| 31260 - Parking and Lot Attendant                             | 10.69         |
| 31290 - Shuttle Bus Driver                                    | 15.26         |
| 31310 - Taxi Driver   | 13.23         |
| 31361 - Truckdriver, Light                                    | 15.26         |
| 31362 - Truckdriver, Medium                                   | 20.63         |
| 31363 - Truckdriver, Heavy                                    | 21.78         |
| 31364 - Truckdriver, Tractor-Trailer                          | 21.78         |
| 99000 - Miscellaneous Occupations                             |               |
| 99020 - Cabin Safety Specialist                               | 15.85         |
| 99030 - Cashier   | 12.13         |
| 99050 - Desk Clerk  | 12.65         |
| 99095 - Embalmer  | 27.06         |
| 99130 - Flight Follower                                       | 26.87         |



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| 99251 - Laboratory Animal Caretaker I   | 13.33 |
| 99252 - Laboratory Animal Caretaker II  | 14.58 |
| 99260 - Marketing Analyst               | 30.70 |
| 99310 - Mortician                       | 34.35 |
| 99410 - Pest Controller                 | 15.19 |
| 99510 - Photofinishing Worker           | 16.90 |
| 99710 - Recycling Laborer               | 25.44 |
| 99711 - Recycling Specialist            | 29.85 |
| 99730 - Refuse Collector                | 22.70 |
| 99810 - Sales Clerk                     | 17.13 |
| 99820 - School Crossing Guard           | 11.51 |
| 99830 - Survey Party Chief              | 45.10 |
| 99831 - Surveying Aide                  | 25.25 |
| 99832 - Surveying Technician            | 33.20 |
| 99840 - Vending Machine Attendant       | 13.35 |
| 99841 - Vending Machine Repairer        | 16.83 |
| 99842 - Vending Machine Repairer Helper | 13.35 |

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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](http://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)).

**D.3 WAGE DETERMINATION – STATE OF CALIFORNIA, COUNTY OF SAN DIEGO**

WD 15-5635 (Rev.-8) was first posted on www.wdol.gov on 01/16/2018

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

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

Daniel W. Simms                      Division of  
Director                      Wage Determinations

Wage Determination No.: 2015-5635  
Revision No.: 8  
Date Of Revision: 01/10/2018

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](http://www.dol.gov/whd/govcontracts)

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State: California

Area: California County of San Diego

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| **Fringe Benefits Required Follow the Occupational Listing** |          |       |
|--|----------|-------|
| OCCUPATION CODE - TITLE                                      | FOOTNOTE | RATE  |
| 01000 - Administrative Support And Clerical Occupations      |          |       |
| 01011 - Accounting Clerk I                                   |          | 16.73 |
| 01012 - Accounting Clerk II                                  |          | 18.77 |
| 01013 - Accounting Clerk III                                 |          | 21.01 |
| 01020 - Administrative Assistant                             |          | 28.33 |
| 01035 - Court Reporter                                       |          | 23.19 |
| 01041 - Customer Service Representative I                    |          | 14.16 |
| 01042 - Customer Service Representative II                   |          | 15.92 |
| 01043 - Customer Service Representative III                  |          | 17.38 |
| 01051 - Data Entry Operator I                                |          | 15.00 |
| 01052 - Data Entry Operator II                               |          | 16.37 |
| 01060 - Dispatcher, Motor Vehicle                            |          | 19.16 |
| 01070 - Document Preparation Clerk                           |          | 17.13 |
| 01090 - Duplicating Machine Operator                         |          | 17.13 |
| 01111 - General Clerk I                                      |          | 13.54 |
| 01112 - General Clerk II                                     |          | 15.34 |
| 01113 - General Clerk III                                    |          | 17.22 |
| 01120 - Housing Referral Assistant                           |          | 20.69 |
| 01141 - Messenger Courier                                    |          | 14.48 |
| 01191 - Order Clerk I  |          | 16.34 |
| 01192 - Order Clerk II                                       |          | 17.84 |
| 01261 - Personnel Assistant (Employment) I                   |          | 18.29 |
| 01262 - Personnel Assistant (Employment) II                  |          | 20.67 |
| 01263 - Personnel Assistant (Employment) III                 |          | 23.10 |
| 01270 - Production Control Clerk                             |          | 24.21 |
| 01290 - Rental Clerk   |          | 16.09 |
| 01300 - Scheduler, Maintenance                               |          | 17.28 |

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| 01311 - Secretary I                                  | 17.28 |
| 01312 - Secretary II                                 | 18.56 |
| 01313 - Secretary III                                | 20.69 |
| 01320 - Service Order Dispatcher                     | 17.60 |
| 01410 - Supply Technician                            | 28.33 |
| 01420 - Survey Worker                                | 19.16 |
| 01460 - Switchboard Operator/Receptionist            | 15.13 |
| 01531 - Travel Clerk I                               | 13.51 |
| 01532 - Travel Clerk II                              | 14.76 |
| 01533 - Travel Clerk III                             | 16.21 |
| 01611 - Word Processor I                             | 16.07 |
| 01612 - Word Processor II                            | 18.04 |
| 01613 - Word Processor III                           | 20.18 |
| 05000 - Automotive Service Occupations               |       |
| 05005 - Automobile Body Repairer, Fiberglass         | 22.28 |
| 05010 - Automotive Electrician                       | 22.37 |
| 05040 - Automotive Glass Installer                   | 21.55 |
| 05070 - Automotive Worker                            | 21.55 |
| 05110 - Mobile Equipment Servicer                    | 19.83 |
| 05130 - Motor Equipment Metal Mechanic               | 23.16 |
| 05160 - Motor Equipment Metal Worker                 | 21.55 |
| 05190 - Motor Vehicle Mechanic                       | 22.75 |
| 05220 - Motor Vehicle Mechanic Helper                | 18.60 |
| 05250 - Motor Vehicle Upholstery Worker              | 20.75 |
| 05280 - Motor Vehicle Wrecker                        | 21.55 |
| 05310 - Painter, Automotive                          | 22.79 |
| 05340 - Radiator Repair Specialist                   | 21.55 |
| 05370 - Tire Repairer                                | 15.52 |
| 05400 - Transmission Repair Specialist               | 23.16 |
| 07000 - Food Preparation And Service Occupations     |       |
| 07010 - Baker  | 12.40 |
| 07041 - Cook I                                       | 14.07 |
| 07042 - Cook II                                      | 16.00 |
| 07070 - Dishwasher                                   | 10.09 |
| 07130 - Food Service Worker                          | 11.05 |
| 07210 - Meat Cutter                                  | 15.71 |
| 07260 - Waiter/Waitress                              | 10.68 |
| 09000 - Furniture Maintenance And Repair Occupations |       |
| 09010 - Electrostatic Spray Painter                  | 19.94 |
| 09040 - Furniture Handler                            | 14.32 |
| 09080 - Furniture Refinisher                         | 19.94 |
| 09090 - Furniture Refinisher Helper                  | 16.57 |
| 09110 - Furniture Repairer, Minor                    | 18.49 |
| 09130 - Upholsterer                                  | 19.94 |
| 11000 - General Services And Support Occupations     |       |
| 11030 - Cleaner, Vehicles                            | 12.96 |
| 11060 - Elevator Operator                            | 12.96 |
| 11090 - Gardener                                     | 17.18 |
| 11122 - Housekeeping Aide                            | 12.96 |
| 11150 - Janitor                                      | 12.96 |
| 11210 - Laborer, Grounds Maintenance                 | 13.92 |
| 11240 - Maid or Houseman                             | 11.42 |
| 11260 - Pruner                                       | 13.45 |
| 11270 - Tractor Operator                             | 15.12 |
| 11330 - Trail Maintenance Worker                     | 13.92 |
| 11360 - Window Cleaner                               | 14.20 |
| 12000 - Health Occupations                           |       |
| 12010 - Ambulance Driver                             | 18.34 |
| 12011 - Breath Alcohol Technician                    | 22.19 |
| 12012 - Certified Occupational Therapist Assistant   | 31.23 |

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| 12015 - Certified Physical Therapist Assistant               | 32.56 |
| 12020 - Dental Assistant                                     | 19.60 |
| 12025 - Dental Hygienist                                     | 44.04 |
| 12030 - EKG Technician                                       | 30.14 |
| 12035 - Electroneurodiagnostic Technologist                  | 30.14 |
| 12040 - Emergency Medical Technician                         | 18.34 |
| 12071 - Licensed Practical Nurse I                           | 20.96 |
| 12072 - Licensed Practical Nurse II                          | 23.46 |
| 12073 - Licensed Practical Nurse III                         | 26.15 |
| 12100 - Medical Assistant                                    | 17.21 |
| 12130 - Medical Laboratory Technician                        | 21.24 |
| 12160 - Medical Record Clerk                                 | 18.00 |
| 12190 - Medical Record Technician                            | 20.01 |
| 12195 - Medical Transcriptionist                             | 22.72 |
| 12210 - Nuclear Medicine Technologist                        | 41.02 |
| 12221 - Nursing Assistant I                                  | 11.77 |
| 12222 - Nursing Assistant II                                 | 13.23 |
| 12223 - Nursing Assistant III                                | 14.44 |
| 12224 - Nursing Assistant IV                                 | 16.20 |
| 12235 - Optical Dispenser                                    | 21.24 |
| 12236 - Optical Technician                                   | 18.18 |
| 12250 - Pharmacy Technician                                  | 17.41 |
| 12280 - Phlebotomist   | 17.35 |
| 12305 - Radiologic Technologist                              | 34.30 |
| 12311 - Registered Nurse I                                   | 29.75 |
| 12312 - Registered Nurse II                                  | 35.92 |
| 12313 - Registered Nurse II, Specialist                      | 35.92 |
| 12314 - Registered Nurse III                                 | 42.67 |
| 12315 - Registered Nurse III, Anesthetist                    | 42.67 |
| 12316 - Registered Nurse IV                                  | 51.14 |
| 12317 - Scheduler (Drug and Alcohol Testing)                 | 27.01 |
| 12320 - Substance Abuse Treatment Counselor                  | 18.62 |
| 13000 - Information And Arts Occupations                     |       |
| 13011 - Exhibits Specialist I                                | 20.91 |
| 13012 - Exhibits Specialist II                               | 25.91 |
| 13013 - Exhibits Specialist III                              | 31.68 |
| 13041 - Illustrator I  | 21.12 |
| 13042 - Illustrator II                                       | 26.16 |
| 13043 - Illustrator III                                      | 32.00 |
| 13047 - Librarian  | 32.43 |
| 13050 - Library Aide/Clerk                                   | 14.76 |
| 13054 - Library Information Technology Systems Administrator | 29.27 |
| 13058 - Library Technician                                   | 20.85 |
| 13061 - Media Specialist I                                   | 21.12 |
| 13062 - Media Specialist II                                  | 23.64 |
| 13063 - Media Specialist III                                 | 26.35 |
| 13071 - Photographer I                                       | 16.33 |
| 13072 - Photographer II                                      | 18.44 |
| 13073 - Photographer III                                     | 22.63 |
| 13074 - Photographer IV                                      | 27.68 |
| 13075 - Photographer V                                       | 33.49 |
| 13090 - Technical Order Library Clerk                        | 18.54 |
| 13110 - Video Teleconference Technician                      | 17.71 |
| 14000 - Information Technology Occupations                   |       |
| 14041 - Computer Operator I                                  | 17.02 |
| 14042 - Computer Operator II                                 | 19.04 |
| 14043 - Computer Operator III                                | 21.22 |
| 14044 - Computer Operator IV                                 | 23.58 |
| 14045 - Computer Operator V                                  | 26.11 |

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|---|---------|-------|
| 14071 - Computer Programmer I                                   | (see 1) |       |
| 14072 - Computer Programmer II                                  | (see 1) |       |
| 14073 - Computer Programmer III                                 | (see 1) |       |
| 14074 - Computer Programmer IV                                  | (see 1) |       |
| 14101 - Computer Systems Analyst I                              | (see 1) |       |
| 14102 - Computer Systems Analyst II                             | (see 1) |       |
| 14103 - Computer Systems Analyst III                            | (see 1) |       |
| 14150 - Peripheral Equipment Operator                           |         | 17.02 |
| 14160 - Personal Computer Support Technician                    |         | 23.58 |
| 14170 - System Support Specialist                               |         | 33.91 |
| 15000 - Instructional Occupations                               |         |       |
| 15010 - Aircrew Training Devices Instructor (Non-Rated)         |         | 30.57 |
| 15020 - Aircrew Training Devices Instructor (Rated)             |         | 36.98 |
| 15030 - Air Crew Training Devices Instructor (Pilot)            |         | 44.32 |
| 15050 - Computer Based Training Specialist / Instructor         |         | 30.57 |
| 15060 - Educational Technologist                                |         | 34.95 |
| 15070 - Flight Instructor (Pilot)                               |         | 44.32 |
| 15080 - Graphic Artist  |         | 23.93 |
| 15085 - Maintenance Test Pilot, Fixed, Jet/Prop                 |         | 44.32 |
| 15086 - Maintenance Test Pilot, Rotary Wing                     |         | 44.32 |
| 15088 - Non-Maintenance Test/Co-Pilot                           |         | 44.32 |
| 15090 - Technical Instructor                                    |         | 27.52 |
| 15095 - Technical Instructor/Course Developer                   |         | 33.68 |
| 15110 - Test Proctor  |         | 22.23 |
| 15120 - Tutor   |         | 22.23 |
| 16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations |         |       |
| 16010 - Assembler   |         | 10.99 |
| 16030 - Counter Attendant                                       |         | 10.99 |
| 16040 - Dry Cleaner   |         | 13.51 |
| 16070 - Finisher, Flatwork, Machine                             |         | 10.99 |
| 16090 - Presser, Hand   |         | 10.99 |
| 16110 - Presser, Machine, Drycleaning                           |         | 10.99 |
| 16130 - Presser, Machine, Shirts                                |         | 10.99 |
| 16160 - Presser, Machine, Wearing Apparel, Laundry              |         | 10.99 |
| 16190 - Sewing Machine Operator                                 |         | 14.38 |
| 16220 - Tailor  |         | 15.21 |
| 16250 - Washer, Machine   |         | 11.78 |
| 19000 - Machine Tool Operation And Repair Occupations           |         |       |
| 19010 - Machine-Tool Operator (Tool Room)                       |         | 21.93 |
| 19040 - Tool And Die Maker                                      |         | 25.80 |
| 21000 - Materials Handling And Packing Occupations              |         |       |
| 21020 - Forklift Operator                                       |         | 18.88 |
| 21030 - Material Coordinator                                    |         | 24.21 |
| 21040 - Material Expediter                                      |         | 24.21 |
| 21050 - Material Handling Laborer                               |         | 13.07 |
| 21071 - Order Filler  |         | 15.33 |
| 21080 - Production Line Worker (Food Processing)                |         | 18.88 |
| 21110 - Shipping Packer   |         | 15.63 |
| 21130 - Shipping/Receiving Clerk                                |         | 15.63 |
| 21140 - Store Worker I  |         | 13.30 |
| 21150 - Stock Clerk   |         | 17.47 |
| 21210 - Tools And Parts Attendant                               |         | 18.88 |
| 21410 - Warehouse Specialist                                    |         | 18.88 |
| 23000 - Mechanics And Maintenance And Repair Occupations        |         |       |
| 23010 - Aerospace Structural Welder                             |         | 31.08 |
| 23019 - Aircraft Logs and Records Technician                    |         | 25.05 |
| 23021 - Aircraft Mechanic I                                     |         | 29.93 |
| 23022 - Aircraft Mechanic II                                    |         | 31.08 |
| 23023 - Aircraft Mechanic III                                   |         | 32.18 |
| 23040 - Aircraft Mechanic Helper                                |         | 21.85 |



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| 23050 - Aircraft, Painter  | 27.18 |
| 23060 - Aircraft Servicer  | 25.05 |
| 23070 - Aircraft Survival Flight Equipment Technician                          | 27.18 |
| 23080 - Aircraft Worker  | 26.48 |
| 23091 - Aircrew Life Support Equipment (ALSE) Mechanic I                       | 26.48 |
| 23092 - Aircrew Life Support Equipment (ALSE) Mechanic II                      | 29.93 |
| 23110 - Appliance Mechanic   | 22.73 |
| 23120 - Bicycle Repairer   | 17.07 |
| 23125 - Cable Splicer  | 31.58 |
| 23130 - Carpenter, Maintenance   | 23.75 |
| 23140 - Carpet Layer   | 18.15 |
| 23160 - Electrician, Maintenance   | 27.92 |
| 23181 - Electronics Technician Maintenance I                                   | 26.81 |
| 23182 - Electronics Technician Maintenance II                                  | 28.45 |
| 23183 - Electronics Technician Maintenance III                                 | 30.07 |
| 23260 - Fabric Worker  | 24.32 |
| 23290 - Fire Alarm System Mechanic   | 23.50 |
| 23310 - Fire Extinguisher Repairer   | 22.78 |
| 23311 - Fuel Distribution System Mechanic                                      | 33.48 |
| 23312 - Fuel Distribution System Operator                                      | 25.84 |
| 23370 - General Maintenance Worker   | 19.20 |
| 23380 - Ground Support Equipment Mechanic                                      | 29.93 |
| 23381 - Ground Support Equipment Servicer                                      | 25.05 |
| 23382 - Ground Support Equipment Worker  | 26.48 |
| 23391 - Gunsmith I   | 22.78 |
| 23392 - Gunsmith II  | 25.90 |
| 23393 - Gunsmith III   | 29.05 |
| 23410 - Heating, Ventilation And Air-Conditioning Mechanic                     | 27.57 |
| 23411 - Heating, Ventilation And Air Contidioning Mechanic (Research Facility) | 28.63 |
| 23430 - Heavy Equipment Mechanic   | 28.70 |
| 23440 - Heavy Equipment Operator   | 29.77 |
| 23460 - Instrument Mechanic  | 28.24 |
| 23465 - Laboratory/Shelter Mechanic  | 27.49 |
| 23470 - Laborer  | 12.27 |
| 23510 - Locksmith  | 23.06 |
| 23530 - Machinery Maintenance Mechanic   | 27.13 |
| 23550 - Machinist, Maintenance   | 22.95 |
| 23580 - Maintenance Trades Helper  | 16.57 |
| 23591 - Metrology Technician I   | 28.24 |
| 23592 - Metrology Technician II  | 29.32 |
| 23593 - Metrology Technician III   | 30.36 |
| 23640 - Millwright   | 30.05 |
| 23710 - Office Appliance Repairer  | 21.74 |
| 23760 - Painter, Maintenance   | 21.93 |
| 23790 - Pipefitter, Maintenance  | 26.19 |
| 23810 - Plumber, Maintenance   | 24.77 |
| 23820 - Pneudraulic Systems Mechanic   | 29.05 |
| 23850 - Rigger   | 25.38 |
| 23870 - Scale Mechanic   | 25.44 |
| 23890 - Sheet-Metal Worker, Maintenance  | 27.63 |
| 23910 - Small Engine Mechanic  | 21.12 |
| 23931 - Telecommunications Mechanic I  | 28.77 |
| 23932 - Telecommunications Mechanic II   | 29.86 |
| 23950 - Telephone Lineman  | 31.59 |
| 23960 - Welder, Combination, Maintenance                                       | 23.95 |
| 23965 - Well Driller   | 28.10 |

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| 23970 - Woodcraft Worker                                       | 29.05 |
| 23980 - Woodworker   | 22.51 |
| 24000 - Personal Needs Occupations                             |       |
| 24550 - Case Manager   | 17.12 |
| 24570 - Child Care Attendant                                   | 12.23 |
| 24580 - Child Care Center Clerk                                | 19.94 |
| 24610 - Chore Aide   | 11.06 |
| 24620 - Family Readiness And Support Services Coordinator      | 17.12 |
| 24630 - Homemaker  | 20.77 |
| 25000 - Plant And System Operations Occupations                |       |
| 25010 - Boiler Tender  | 32.69 |
| 25040 - Sewage Plant Operator                                  | 30.37 |
| 25070 - Stationary Engineer                                    | 32.69 |
| 25190 - Ventilation Equipment Tender                           | 23.86 |
| 25210 - Water Treatment Plant Operator                         | 30.37 |
| 27000 - Protective Service Occupations                         |       |
| 27004 - Alarm Monitor  | 27.39 |
| 27007 - Baggage Inspector                                      | 13.86 |
| 27008 - Corrections Officer                                    | 33.83 |
| 27010 - Court Security Officer                                 | 31.56 |
| 27030 - Detection Dog Handler                                  | 23.51 |
| 27040 - Detention Officer                                      | 33.83 |
| 27070 - Firefighter  | 29.28 |
| 27101 - Guard I  | 13.86 |
| 27102 - Guard II   | 23.51 |
| 27131 - Police Officer I                                       | 35.47 |
| 27132 - Police Officer II                                      | 39.41 |
| 28000 - Recreation Occupations                                 |       |
| 28041 - Carnival Equipment Operator                            | 15.20 |
| 28042 - Carnival Equipment Repairer                            | 16.19 |
| 28043 - Carnival Worker  | 10.89 |
| 28210 - Gate Attendant/Gate Tender                             | 15.62 |
| 28310 - Lifeguard  | 14.88 |
| 28350 - Park Attendant (Aide)                                  | 17.38 |
| 28510 - Recreation Aide/Health Facility Attendant              | 12.67 |
| 28515 - Recreation Specialist                                  | 21.52 |
| 28630 - Sports Official  | 13.84 |
| 28690 - Swimming Pool Operator                                 | 17.11 |
| 29000 - Stevedoring/Longshoremen Occupational Services         |       |
| 29010 - Blocker And Bracer                                     | 28.99 |
| 29020 - Hatch Tender   | 28.99 |
| 29030 - Line Handler   | 28.99 |
| 29041 - Stevedore I  | 27.21 |
| 29042 - Stevedore II   | 30.76 |
| 30000 - Technical Occupations                                  |       |
| 30010 - Air Traffic Control Specialist, Center (HFO) (see 2)   | 41.40 |
| 30011 - Air Traffic Control Specialist, Station (HFO) (see 2)  | 28.55 |
| 30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2) | 31.45 |
| 30021 - Archeological Technician I                             | 20.59 |
| 30022 - Archeological Technician II                            | 22.84 |
| 30023 - Archeological Technician III                           | 28.30 |
| 30030 - Cartographic Technician                                | 28.30 |
| 30040 - Civil Engineering Technician                           | 28.48 |
| 30051 - Cryogenic Technician I                                 | 28.51 |
| 30052 - Cryogenic Technician II                                | 31.49 |
| 30061 - Drafter/CAD Operator I                                 | 20.42 |
| 30062 - Drafter/CAD Operator II                                | 22.84 |
| 30063 - Drafter/CAD Operator III                               | 25.47 |
| 30064 - Drafter/CAD Operator IV                                | 31.34 |

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| 30081 - Engineering Technician I                                    | 18.88         |
| 30082 - Engineering Technician II                                   | 21.19         |
| 30083 - Engineering Technician III                                  | 23.70         |
| 30084 - Engineering Technician IV                                   | 29.36         |
| 30085 - Engineering Technician V                                    | 35.91         |
| 30086 - Engineering Technician VI                                   | 43.45         |
| 30090 - Environmental Technician                                    | 22.65         |
| 30095 - Evidence Control Specialist                                 | 25.73         |
| 30210 - Laboratory Technician                                       | 23.32         |
| 30221 - Latent Fingerprint Technician I                             | 28.53         |
| 30222 - Latent Fingerprint Technician II                            | 31.52         |
| 30240 - Mathematical Technician                                     | 27.79         |
| 30361 - Paralegal/Legal Assistant I                                 | 21.71         |
| 30362 - Paralegal/Legal Assistant II                                | 26.91         |
| 30363 - Paralegal/Legal Assistant III                               | 32.91         |
| 30364 - Paralegal/Legal Assistant IV                                | 39.82         |
| 30375 - Petroleum Supply Specialist                                 | 31.49         |
| 30390 - Photo-Optics Technician                                     | 28.30         |
| 30395 - Radiation Control Technician                                | 31.49         |
| 30461 - Technical Writer I  | 26.28         |
| 30462 - Technical Writer II   | 32.16         |
| 30463 - Technical Writer III  | 38.90         |
| 30491 - Unexploded Ordnance (UXO) Technician I                      | 26.32         |
| 30492 - Unexploded Ordnance (UXO) Technician II                     | 31.84         |
| 30493 - Unexploded Ordnance (UXO) Technician III                    | 38.16         |
| 30494 - Unexploded (UXO) Safety Escort                              | 26.32         |
| 30495 - Unexploded (UXO) Sweep Personnel                            | 26.32         |
| 30501 - Weather Forecaster I  | 28.51         |
| 30502 - Weather Forecaster II                                       | 34.67         |
| 30620 - Weather Observer, Combined Upper Air Or<br>Surface Programs | (see 2) 25.47 |
| 30621 - Weather Observer, Senior                                    | (see 2) 28.30 |
| 31000 - Transportation/Mobile Equipment Operation Occupations       |               |
| 31010 - Airplane Pilot  | 31.84         |
| 31020 - Bus Aide  | 14.37         |
| 31030 - Bus Driver  | 17.56         |
| 31043 - Driver Courier  | 13.59         |
| 31260 - Parking and Lot Attendant                                   | 11.08         |
| 31290 - Shuttle Bus Driver  | 14.66         |
| 31310 - Taxi Driver   | 12.33         |
| 31361 - Truckdriver, Light  | 14.66         |
| 31362 - Truckdriver, Medium   | 18.11         |
| 31363 - Truckdriver, Heavy  | 20.85         |
| 31364 - Truckdriver, Tractor-Trailer                                | 20.85         |
| 99000 - Miscellaneous Occupations                                   |               |
| 99020 - Cabin Safety Specialist                                     | 15.52         |
| 99030 - Cashier   | 12.02         |
| 99050 - Desk Clerk  | 12.64         |
| 99095 - Embalmer  | 23.74         |
| 99130 - Flight Follower   | 26.32         |
| 99251 - Laboratory Animal Caretaker I                               | 15.26         |
| 99252 - Laboratory Animal Caretaker II                              | 16.01         |
| 99260 - Marketing Analyst   | 30.03         |
| 99310 - Mortician   | 24.43         |
| 99410 - Pest Controller   | 15.69         |
| 99510 - Photofinishing Worker                                       | 18.19         |
| 99710 - Recycling Laborer   | 21.82         |
| 99711 - Recycling Specialist  | 26.51         |
| 99730 - Refuse Collector  | 20.88         |
| 99810 - Sales Clerk   | 13.18         |

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| 99820 - School Crossing Guard           | 13.85 |
| 99830 - Survey Party Chief              | 30.43 |
| 99831 - Surveying Aide                  | 19.88 |
| 99832 - Surveying Technician            | 27.67 |
| 99840 - Vending Machine Attendant       | 14.19 |
| 99841 - Vending Machine Repairer        | 16.89 |
| 99842 - Vending Machine Repairer Helper | 14.09 |

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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](http://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)).

## **D.4 BUSINESS ASSOCIATE AGREEMENT**

### **BETWEEN THE DEPARTMENT OF VETERANS AFFAIRS VETERANS HEALTH ADMINISTRATION, , AND**

Purpose. The purpose of this Business Associate Agreement (Agreement) is to establish requirements for the Department of Veterans Affairs (VA) Veterans Health Administration (VHA) and in accordance with the Health Insurance Portability and Accountability Act (HIPAA), the Health Information Technology for Economic and Clinical Health Act (HITECH) Act, and the HIPAA Privacy, Security, Breach Notification, and Enforcement Rules (“HIPAA Rules”), 45 C.F.R. Parts 160 and 164, for the Use and Disclosure of Protected Health Information (PHI) under the terms and conditions specified below.

Scope. Under this Agreement and other applicable contracts or agreements, will provide services to, for, or on behalf of .

In order for to provide such services, will disclose PHI to and will use or disclose PHI in accordance with this Agreement.

Definitions. Unless otherwise provided, the following terms used in this Agreement have the same meaning as defined by the HIPAA Rules: Breach, Data Aggregation, Designated Record Set, Disclosure, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Protected Health Information (PHI), Required by Law, Secretary, Security Incident, Subcontractor, Unsecured Protected Health Information, and Use.

“Business Associate” shall have the same meaning as described at 45 C.F.R. § 160.103. For the purposes of this Agreement, Business Associate shall refer to , including its employees, officers, or any other agents that create, receive, maintain, or transmit PHI as described below.

“Covered Entity” shall have the same meaning as the term is defined at 45 C.F.R. § 160.103. For the purposes of this Agreement, Covered Entity shall refer to .

“Protected Health Information” or “PHI” shall have the same meaning as described at 45 C.F.R. § 160.103.

“Protected Health Information” and “PHI” as used in this Agreement include “Electronic Protected Health Information” and “E PHI.” For the purposes of this Agreement and unless otherwise provided, the term shall also refer to PHI that Business Associate creates, receives, maintains, or transmits on behalf of Covered Entity or receives from Covered Entity or another Business Associate.

“Subcontractor” shall have the same meaning as the term is defined at 45 C.F.R. § 160.103. For the purposes of this Agreement, Subcontractor shall refer to a contractor of any person or entity, other than Covered Entity, that creates, receives, maintains, or transmits PHI under the terms of this Agreement.

Terms and Conditions. Covered Entity and Business Associate agree as follows:

1. Ownership of PHI. PHI is and remains the property of Covered Entity as long as Business Associate creates, receives, maintains, or transmits PHI, regardless of whether a compliant Business Associate agreement is in place.

2. Use and Disclosure of PHI by Business Associate. Unless otherwise provided, Business Associate:

A. May not use or disclose PHI other than as permitted or required by this Agreement, or in a manner that would violate the HIPAA Privacy Rule if done by Covered Entity, except that it may use or disclose PHI:

(1) As required by law or to carry out its legal responsibilities;



(2) For the proper management and administration of Business Associate; or

(3) To provide Data Aggregation services relating to the health care operations of Covered Entity.

B. Must use or disclose PHI in a manner that complies with Covered Entity's minimum necessary policies and procedures.

C. May de-identify PHI created or received by Business Associate under this Agreement at the request of the Covered Entity, provided that the de-identification conforms to the requirements of the HIPAA Privacy Rule.

3. Obligations of Business Associate. In connection with any Use or Disclosure of PHI, Business Associate must:

A. Consult with Covered Entity before using or disclosing PHI whenever Business Associate is uncertain whether the Use or Disclosure is authorized under this Agreement.

B. Implement appropriate administrative, physical, and technical safeguards and controls to protect PHI and document applicable policies and procedures to prevent any Use or Disclosure of PHI other than as provided by this Agreement.

C. Provide satisfactory assurances that PHI created or received by Business Associate under this Agreement is protected to the greatest extent feasible.

D. Notify Covered Entity within twenty-four (24) hours of Business Associate's discovery of any potential access, acquisition, use, disclosure, modification, or destruction of either secured or unsecured PHI in violation of this Agreement, including any Breach of PHI.

(1) Any incident as described above will be treated as discovered as of the first day on which such event is known to Business Associate or, by exercising reasonable diligence, would have been known to Business Associate.

(2) Notification shall be sent to and to the VHA Health Information Access Office, Business Associate Program Manager by email at [VHABAAIssues@va.gov](mailto:VHABAAIssues@va.gov).

(3) Business Associate shall not notify individuals or the Department of Health and Human Services directly unless Business Associate is not acting as an agent of Covered Entity but in its capacity as a Covered Entity itself.

E. Provide a written report to Covered Entity of any potential access, acquisition, use, disclosure, modification, or destruction of either secured or unsecured PHI in violation of this Agreement, including any Breach of PHI, within ten (10) business days of the initial notification.

(1) The written report of an incident as described above will document the following:

(a) The identity of each Individual whose PHI has been, or is reasonably believed by Business Associate to have been, accessed, acquired, used, disclosed, modified, or destroyed;

(b) A description of what occurred, including the date of the incident and the date of the discovery of the incident (if known);

(c) A description of the types of secured or unsecured PHI that was involved;

(d) A description of what is being done to investigate the incident, to mitigate further harm to Individuals, and to protect against future incidents; and

(e) Any other information as required by 45 C.F.R. §§ 164.404(c) and 164.410.

(2) The written report shall be addressed to:

and submitted by email to and to the VHA Health Information Access Office, Business Associate Program Manager at [VHABAAIssues@va.gov](mailto:VHABAAIssues@va.gov)

F. To the greatest extent feasible, mitigate any harm due to a Use or Disclosure of PHI by Business Associate in violation of this Agreement that is known or, by exercising reasonable diligence, should have been known to Business Associate.

G. Use only contractors and Subcontractors that are physically located within a jurisdiction subject to the laws of the United States, and ensure that no contractor or Subcontractor maintains, processes, uses, or discloses PHI in any way that will remove the information from such jurisdiction. Any modification to this provision must be approved by Covered Entity in advance and in writing.

H. Enter into Business Associate Agreements with contractors and Subcontractors as appropriate under the HIPAA Rules and this Agreement. Business Associate:

(1) Must ensure that the terms of any Agreement between Business Associate and a contractor or Subcontractor are at least as restrictive as Business Associate Agreement between Business Associate and Covered Entity.

(2) Must ensure that contractors and Subcontractors agree to the same restrictions and conditions that apply to Business Associate and obtain satisfactory written assurances from them that they agree to those restrictions and conditions.

(3) May not amend any terms of such Agreement without Covered Entity's prior written approval.

I. Within five (5) business days of a written request from Covered Entity:

(1) Make available information for Covered Entity to respond to an Individual's request for access to PHI about him/her.

(2) Make available information for Covered Entity to respond to an Individual's request for amendment of PHI about him/her and, as determined by and under the direction of Covered Entity, incorporate any amendment to the PHI.

(3) Make available PHI for Covered Entity to respond to an Individual's request for an accounting of Disclosures of PHI about him/her.

J. Business Associate may not take any action concerning an individual's request for access, amendment, or accounting other than as instructed by Covered Entity.

K. To the extent Business Associate is required to carry out Covered Entity's obligations under Subpart E of 45 CFR Part 164, comply with the provisions that apply to Covered Entity in the performance of such obligations.

L. Provide to the Secretary of Health and Human Services and to Covered Entity records related to Use or Disclosure of PHI, including its policies, procedures, and practices, for the purpose of determining Covered Entity's, Business Associate's, or a Subcontractor's compliance with the HIPAA Rules.

M. Upon completion or termination of the applicable contract(s) or agreement(s), return or destroy, as determined by and under the direction of Covered Entity, all PHI and other VA data created or received by Business Associate during the performance of the contract(s) or agreement(s). No such information will be retained by Business Associate unless retention is required by law or specifically permitted by Covered Entity. If return or destruction is

not feasible, Business Associate shall continue to protect the PHI in accordance with the Agreement and use or disclose the information only for the purpose of making the return or destruction feasible, or as required by law or specifically permitted by Covered Entity. Business Associate shall provide written assurance that either all PHI has been returned or destroyed, or any information retained will be safeguarded and used and disclosed only as permitted under this paragraph.

N. Be liable to Covered Entity for civil or criminal penalties imposed on Covered Entity, in accordance with 45 C.F.R. §§ 164.402 and 164.410, and with the HITECH Act, 42 U.S.C. §§ 17931(b), 17934(c), for any violation of the HIPAA Rules or this Agreement by Business Associate.

4. Obligations of Covered Entity. Covered Entity agrees that it:

A. Will not request Business Associate to make any Use or Disclosure of PHI in a manner that would not be permissible under Subpart E of 45 C.F.R. Part 164 if made by Covered Entity, except as permitted under Section 2 of this Agreement.

B. Will promptly notify Business Associate in writing of any restrictions on Covered Entity's authority to use or disclose PHI that may limit Business Associate's Use or Disclosure of PHI or otherwise affect its ability to fulfill its obligations under this Agreement.

C. Has obtained or will obtain from Individuals any authorization necessary for Business Associate to fulfill its obligations under this Agreement.

D. Will promptly notify Business Associate in writing of any change in Covered Entity's Notice of Privacy Practices, or any modification or revocation of an Individual's authorization to use or disclose PHI, if such change or revocation may limit Business Associate's Use and Disclosure of PHI or otherwise affect its ability to perform its obligations under this Agreement.

5. Amendment. Business Associate and Covered Entity will take such action as is necessary to amend this Agreement for Covered Entity to comply with the requirements of the HIPAA Rules or other applicable law.

6. Termination.

A. Automatic Termination. This Agreement will automatically terminate upon completion of Business Associate's duties under all underlying Agreements or by termination of such underlying Agreements.

B. Termination Upon Review. This Agreement may be terminated by Covered Entity, at its discretion, upon review as provided by Section 9 of this Agreement.

C. Termination for Cause. In the event of a material breach by Business Associate, Covered Entity:

(1) Will provide an opportunity for Business Associate to cure the breach or end the violation within the time specified by Covered Entity;

(2) May terminate this Agreement and underlying contract(s) if Business Associate does not cure the breach or end the violation within the time specified by Covered Entity.

D. Effect of Termination. Termination of this Agreement will result in cessation of activities by Business Associate involving PHI under this Agreement.

E. Survival. The obligations of Business Associate under this Section shall survive the termination of this Agreement as long as Business Associate creates, receives, maintains, or transmits PHI, regardless of whether a compliant Business Associate Agreement is in place.

7. No Third Party Beneficiaries. Nothing expressed or implied in this Agreement confers any rights, remedies, obligations, or liabilities whatsoever upon any person or entity other than Covered Entity and Business Associate, including their respective successors or assigns.

8. Other Applicable Law. This Agreement does not abrogate any responsibilities of the parties under any other applicable law.

9. Review Date. The provisions of this Agreement will be reviewed by Covered Entity every two years from Effective Date to determine the applicability and accuracy of the Agreement based on the circumstances that exist at the time of review.

10. Effective Date. This Agreement shall be effective on the last signature date below.

**Department of Veterans Affairs**

**Veterans Health Administration**

**By:**

\_\_\_\_\_  
**Name:**

\_\_\_\_\_  
**Title:**

\_\_\_\_\_  
**Date:**

\_\_\_\_\_

**By:**

\_\_\_\_\_  
**Name:**

\_\_\_\_\_  
**Title:**

\_\_\_\_\_  
**Date:**

\_\_\_\_\_

## SECTION E - SOLICITATION PROVISIONS

### E.1 ADDENDUM TO FAR 52.212-1 INSTRUCTIONS TO OFFERORS – COMMERCIAL ITEMS

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

#### 1. GENERAL INSTRUCTIONS FOR PROPOSAL SUBMISSIONS:

Offeror should thoroughly review the specifications and become familiar with areas of coverage prior to submitting a proposal. Failure to understand the contract requirements shall not relieve the successful Offeror from performing in accordance within the strict meaning and intent of the specifications.

- a. **Submission of Offerors.** Offeror must complete and return all required documents, prior to the time specified in block 8 of SF 1449 in order to be considered for award.

Please review the following items before submitting your proposal:

- ☐ Have you completed the SF 1449?
- ☐ Have you included a complete price quotation?
- ☐ Have you acknowledged any amendment (s), if applicable?
- ☐ Have you completed block 17a and signed your offer (blocks 30a, b and c) of SF 1449?
- ☐ Have you included the requested information requested for the Special Standards of Responsibility?

- b. **Schedule of Services and Price.** The Contractor shall completely fill out the Price Schedule provided in this Solicitation. No other format for the submission of the Price Schedule shall be accepted. The price stated in the offer shall be an inclusive rate.
- c. **Period of Acceptance of Offers.** The Offeror agrees to hold prices in its offer firm for a period of 120 days from the date specified for the receipt of offers.
- d. Questions shall be submitted in writing via email no later than 2:00 PM (PDT) on May 24, 2018 to Ryoko Foran at [Ryoko.Foran@va.gov](mailto:Ryoko.Foran@va.gov). All questions will be answer via an amendment to this solicitation on or about May 29, 2018.
- e. Offerors shall submit proposals via email to Ryoko Foran at [Ryoko.Foran@va.gov](mailto:Ryoko.Foran@va.gov) by **10:00 AM (PDT), May 31, 2018.**
- f. **Special Standard of Responsibility. Specialized experience.** This special standard of responsibility will be used to assess the offeror's specialized experience providing Court Reporting and Transcription Services. The offeror shall provide evidence of specialized experience providing court reporting and transcription services. Specifically, the offeror shall provide a narrative summary in no more than 2 pages demonstrating their experience in providing court reporting and transcription services, as described in the Statement of Work.
- g. **Special Standard of Responsibility. Ability to provide qualified Court Reporter.** This special standard of responsibility will be used to assess the offeror's ability to provide qualified court reporters. The offeror shall provide proof that they have qualified personnel with current Registered Professional Reporter (RPR) Certificate, Certificate of Merit from the National Court Reporters Association (NCPA), or California Certified Shorthand Reporter (CSR) license to provide court reporting and transcription services in support of this contract. Specifically, the offeror shall provide the resumes of personnel proposed to perform on the contract with proof of current certificate or license.

- h. Price Evaluation.** The estimated quantities of court reporting hours, transcriptions, and other required services are listed in the Price worksheet in Section **D1** of this solicitation. The Price worksheet is provided for informational purposes only. The offerors shall submit their Price using the Schedule of Services and Price from Section **B4** of this solicitation.
- i. Proof of compliance with the Limitations on Sub-Contracting.** If intending to use sub-contractors in the performance of this contract, Offerors shall provide the following with their offers:
  - i. Narrative that identifies your intended sub-contractors.
  - ii. The estimated value of each sub-contract.
  - iii. The services that each sub-contractor will provide.
  - iv. Socio-economic status of the sub-contractor (e.g. large, small, VOSB, SDVOSB).

(End of Addendum to 52.212-1)

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

1. **Basis for Award.** The Government will award a contract resulting from this solicitation to the responsible offeror whose offer, conforming to the solicitation, offers the lowest price and that price is found to be reasonable. Price is the only factor that will be used to evaluate offers. After making selection of the lowest priced offeror, the Contracting Officer will determine if the selected offeror is responsible. In addition to the General Standard of Responsibility found in FAR 9.104-1 and in accordance with FAR 9.104-2, the following special standards of responsibility applies to this procurement:

**a. Special Standard of Responsibility. Specialized experience.** This special standard of responsibility will be used to assess the offeror's specialized experience providing Court Reporting and Transcription Services.

**b. Special Standard of Responsibility. Ability to provide qualified Court Reporters.** This special standard of responsibility will be used to assess the offeror's ability provide qualified Court Reporters in support of this contract.

**c.** Those offerors who fail to meet the Special and General Standards of Responsibility will not be eligible to receive award.

**d.** If multiple awards are made in response to this solicitation, task order(s) for each Healthcare System will be issued based upon awarded price and availability of qualified court reporter.

2. **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. Evaluation of options shall not obligate the Government to exercise the option(s).

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

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

(End of Provision)

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

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

**Sandra L. Fusco**

Hand-Carried Address:

Department of Veterans Affairs

Network Contracting Office 22  
4811 Airport Plaza Drive  
Suite 600  
Long Beach CA 90815

Mailing Address:

Department of Veterans Affairs

Department of Veterans Affairs  
4811 Airport Plaza Drive  
Suite 600  
Long Beach Long Beach 90815

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

(End of Provision)

#### **E.5 VAAR 852.233-70 PROTEST CONTENT/ALTERNATIVE DISPUTE RESOLUTION (JAN 2008)**

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

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

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

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

(End of Provision)

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

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

(End of Provision)

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

| <b><u>FAR</u></b><br><b><u>Number</u></b> | <b><u>Title</u></b>                             | <b><u>Date</u></b> |
|---|---|--------------------|
| 52.204-16                                 | COMMERCIAL AND GOVERNMENT ENTITY CODE REPORTING | JUL 2016           |

(End of Addendum to 52.212-1)

## **E.7 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:

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

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

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

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

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

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

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

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

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

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

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

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

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

(2) Foreign End Products:

| Line Item No | Country of Origin |
|--------------|-------------------|
| _____        | _____             |
| _____        | _____             |
| _____        | _____             |

*[List as necessary]*

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

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

(i) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The terms “Bahrainian, Moroccan, Omani, Panamanian, or Peruvian end product,” “commercially available

off-the-shelf (COTS) item,” “component,” “domestic end product,” “end product,” “foreign end product,” “Free Trade Agreement country,” “Free Trade Agreement country end product,” “Israeli end product,” and “United States” are defined in the clause of this solicitation entitled “Buy American—Free Trade Agreements—Israeli Trade Act.”

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

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

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

*[List as necessary]*

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

Other Foreign End Products:

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

*[List as necessary]*

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

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

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

Canadian End Products:

Line Item No.

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*[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/> |
| <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.

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

(1) All offerors must submit the information required in paragraphs (1)(3) through (1)(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](mailto:CISADA106@state.gov).

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

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

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

(iii) Certifies that the offeror, and any person owned or controlled by the offeror, does not knowingly engage in any transaction that exceeds \$3,500 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)