

**SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS
OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30**

1. REQUISITION NO. o be provided on awarded
PAGE 1 OF 69

2. CONTRACT NO.	3. AWARD/EFFECTIVE DATE	4. ORDER NO.	5. SOLICITATION NUMBER 36C26318Q9701	6. SOLICITATION ISSUE DATE 08-01-2018
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7. FOR SOLICITATION INFORMATION CALL:	a. NAME John Milroy	b. TELEPHONE NO. (No Collect Calls) 605-336-3230	8. OFFER DUE DATE/LOCAL TIME 08-07-2018 4:00 PM
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9. ISSUED BY Services Branch Department of Veterans Affairs Network Contract Office 23 (NCO 23) 2501 W. 22nd St. Sioux Falls SD 57105	CODE	10. THIS ACQUISITION IS <input type="checkbox"/> UNRESTRICTED OR <input checked="" type="checkbox"/> SET ASIDE: 100 % FOR: <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input checked="" type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM <input type="checkbox"/> EDWOSB <input type="checkbox"/> 8(A) NAICS: 484210 SIZE STANDARD: \$27.5 Million
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11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input checked="" type="checkbox"/> SEE SCHEDULE	12. DISCOUNT TERMS	13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) <input type="checkbox"/>	13b. RATING N/A	14. METHOD OF SOLICITATION <input checked="" type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP
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15. DELIVER TO Department of Veterans Affairs Sioux Falls VA Health Care System 2501 W 22nd Street Sioux Falls SD 57105	CODE	16. ADMINISTERED BY Services Branch Department of Veterans Affairs Network Contract Office 23 (NCO 23) 2501 W. 22nd St. Sioux Falls SD 57105	CODE
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17a. CONTRACTOR/OFFEROR TELEPHONE NO. _____ DUNS: _____ DUNS+4: _____	CODE	FACILITY CODE	18a. PAYMENT WILL BE MADE BY Department of Veterans Affairs Financial Services Center Via The Tungsten Network VA Tungsten Number is: AAA544240062 Refer to VAAR Clause 852.232-72 PHONE: _____ FAX: _____	CODE
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17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER SEE ADDENDUM

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	<p>See CONTINUATION Page</p> <p>Description of Services: Moving Services for Sioux City Community-Based Outpatient Clinic and Spirit Lake Community-Based Outpatient Clinic.</p> <p>This procurement will be utilizing a Tiered Evaluation Process.</p> <p>At the time of award, the offeror must be registered and current in the System for Award Management (SAM) Database. See Section B for Statement of Work/Cost Schedule for specific requirements.</p> <p>This solicitation and resulting contract are in accordance with FAR Parts 12 and 13. The intent is to award a single-award indefinite delivery indefinite quantity contract from from this solicitation.</p> <p>(Use Reverse and/or Attach Additional Sheets as Necessary)</p>				

25. ACCOUNTING AND APPROPRIATION DATA To be provided on awarded Task Order(s)	See CONTINUATION Page	26. TOTAL AWARD AMOUNT (For Govt. Use Only)
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<input checked="" type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA	<input type="checkbox"/> ARE <input checked="" type="checkbox"/> ARE NOT ATTACHED.
<input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA	<input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED

<input checked="" type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN <u>1</u> COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED	<input type="checkbox"/> 29. AWARD OF CONTRACT: REF. _____ OFFER DATED _____ YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN IS ACCEPTED AS TO ITEMS:
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30a. SIGNATURE OF OFFEROR/CONTRACTOR	31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)	31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) Kelly Nussbaum NCO2316L3-4591
30c. DATE SIGNED	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: TBD
 TBD
 TBD
 TBD

b. GOVERNMENT: Contracting Officer 36C263 john.milroy@va.gov
Services Branch
Department of Veterans Affairs
Network Contract Office 23 (NCO 23)
2501 W. 22nd St.
Sioux Falls SD 57105

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

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

3. INVOICES: Invoices shall be submitted in arrears:

- a. Quarterly
- b. Semi-Annually
- c. Other After the services are completed

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
Via The Tungsten Network
VA Tungsten Number is: AAA544240062
Refer to VAAR Clause 852.232-72

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

AMENDMENT NO	DATE

B.2 PRICE/COST SCHEDULE**ITEM INFORMATION**

ITEM NUMBER	DESCRIPTION OF SUPPLIES/SERVIC ES	QUANTIT Y	UNI T	UNIT PRICE	AMOUNT
0001	Labor Services to move the Sioux City, IA Community Base Outpatient Clinic & Spirit Lake, IA Community Base Outpatient Clinic Contract Period: Base POP Begin: 08-20-2018 POP End: 10-31-2018	700.00	HR	_____	_____
0002	Trucking Services to move the Sioux City, IA Community Base Outpatient Clinic & Spirit Lake, IA Community Base Outpatient Clinic Contract Period: Base POP Begin: 08-20-2018 POP End: 10-31-2018	20.00	DY	_____	_____
				GRAND TOTAL	_____

B.3 STATEMENT OF WORK

Community-Based Outpatient Clinic Activations Moving Service Contract Sioux Falls Veterans Affairs Health Care System

1. **REQUIREMENT:** The Sioux Falls VA Medical Center requests an Indefinite Delivery Indefinite Quantity (IDIQ) Contract to provide Moving Services for Sioux City Community-Based Outpatient Clinic (SCCBOC) and Spirit Lake Community-Based Outpatient Clinic (SLCBOC).
2. **PERIOD OF PERFORMANCE:** August 20, 2018 through October 31, 2018.
 - 2.1. Estimated Move Schedule. This schedule is subject to change due to a number of variables surrounding the moves.
 - 2.1.1. Move into New Sioux City CBOC between 08/20/2018 through 09/14/2018.
 - 2.1.2. Move into New Spirit Lake CBOC between 09/17/2018 through 10/02/2018.
 - 2.1.3. Vacate Old Sioux City CBOC no later than 09/30/2018. The move will be dependent on when fully operational capability of the New Sioux City CBOC.
 - 2.1.4. Vacate Old Spirit Lake CBOC no later than 10/02/2018. Move will be dependent on when fully operational capability of the New Spirit Lake CBOC.
3. **SCOPE OF WORK:** Contractor shall provide all personnel, supplies, materials, material handling devices, cargo transportation, fuel of contractor provided truck and transportation to provide moving services.
 - 3.1. At a minimum the contract shall provide:
 - 3.1.1. 20 feet or larger enclosed cargo truck with lift.
 - 3.1.2. Must be DOT certified to cross multiple state lines (South Dakota, Iowa, and Minnesota) and meet requirements of individual state weighing stations.
 - 3.1.3. Driver(s) for enclosed cargo truck.
 - 3.1.4. Laborers to move cargo, furniture, etc. Must be able to lift a minimum of 50 pounds unassisted.
 - 3.1.5. Contractor must be able to travel up to 125 Miles one way each day.
 - 3.1.6. Contract shall perform moving services as directed by the VA personnel.
 - 3.1.7. Contractor will not be required to pack or unpack cargo.
 - 3.2. Contractor shall perform moving services:
 - 3.2.1. Lifting and transporting boxes, office furniture, equipment from location identified by Department of Veteran Affairs to Contractor provided truck.
 - 3.2.2. Transport cargo between any of the locations listed above.
 - 3.2.3. Unload truck and move cargo to location as directed by VA personnel.
4. **Locations of Moves:** The moving services shall be between the following addresses:
 - 4.1. For the CBOC in Sioux City, IA
 - 4.1.1. The new CBOC Address: 380 West Anchor Drive, North Sioux City, SD 57049
 - 4.1.2. Locations where items will be move out of or into:
 - 4.1.2.1. Old CBOC Location: 1551 Indian Hills Drive, Suite 206, Sioux City, IA 51104
 - 4.1.2.2. Sioux City Annex Warehouse located at 508 Centennial Drive, North Sioux City, SD 57049
 - 4.1.2.3. Sioux Falls VA Health Care System, 2501 W 22nd Street, Sioux Falls, SD 57105
 - 4.2. For the CBOC in Spirit Lake, IA
 - 4.2.1. The new CBOC Address: 1800 Royal Ave, Spirit Lake, IA 51360
 - 4.2.2. Locations where items will be move out of or into:
 - 4.2.2.1. Old CBOC Location: 1310 Lake Street, Spirit Lake, IA 51360

4.2.2.2. Sioux City Annex Warehouse located at 508 Centennial Drive, North Sioux City, SD 57049

4.2.2.3. Sioux Falls VA Health Care System, 2501 W 22nd Street, Sioux Falls, SD 57105

5. ESTIMATED QUANTITIES:

5.1. Labor = 700 estimated hours

5.2. Truck = 20 estimated days

6. **HOURS/UNITS OF WORK:** Hours of work may be from 7:00 A.M – 5:00 P.M. Central Time Monday through Friday excluding federal holidays and weekends.

7. **SECURITY REQUIREMENTS:** Physical Security: Contractor shall be responsible for safeguarding all Government property while performing the work identified. At the end of each workday, ensure Government facility, equipment and materials are secure.

SECTION C - CONTRACT CLAUSES

C.1 52.212-4 CONTRACT TERMS AND CONDITIONS—COMMERCIAL ITEMS (JAN 2017)

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

- (1) Within a reasonable time after the defect was discovered or should have been discovered; and
- (2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

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

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

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

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

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

(g) *Invoice.*

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

- (i) Name and address of the Contractor;
- (ii) Invoice date and number;
- (iii) Contract number, line item number and, if applicable, the order number;
- (iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;
- (v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;
- (vi) Terms of any discount for prompt payment offered;
- (vii) Name and address of official to whom payment is to be sent;

(viii) Name, title, and phone number of person to notify in event of defective invoice; and

(ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.

(x) Electronic funds transfer (EFT) banking information.

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

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

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

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

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

(i) Payment.—

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

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

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

(4) *Discount.* In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

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

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

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

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

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

(D) Contractor point of contact.

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

(6) *Interest.*

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

and then at the rate applicable for each six-month period as fixed by the Secretary until the amount is paid.

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

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

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

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

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

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

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

(A) The date fixed under this contract.

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

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

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

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

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

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

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

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

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

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

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

(m) *Termination for cause.* The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future

performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

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

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

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

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

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

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

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

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

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

(2)(i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in FAR subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to (A) change the name in the SAM database; (B) comply with the requirements of subpart 42.12; and (C) agree in writing to the timeline and procedures

specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.

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

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

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

(u) *Unauthorized Obligations.*

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

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

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

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

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

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

(End of Clause)

C.2 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

LABORER

For information purposes

Monetary Wage-Fringe Benefits

\$12.32 per hour

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- (vii) 52.222-35, Equal Opportunity for Veterans (OCT 2015) (38 U.S.C. 4212).
- (viii) 52.222-36, Equal Opportunity for Workers with Disabilities (JUL 2014) (29 U.S.C. 793).
- (ix) 52.222-37, Employment Reports on Veterans (FEB 2016) (38 U.S.C. 4212).
- (x) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.
- (xi) 52.222-41, Service Contract Labor Standards (MAY 2014) (41 U.S.C. chapter 67).
- (xii)(A) 52.222-50, Combating Trafficking in Persons (MAR 2015) (22 U.S.C. chapter 78 and E.O. 13627).
 - (B) Alternate I (MAR 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).
- (xiii) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment—Requirements (MAY 2014) (41 U.S.C. chapter 67).
- (xiv) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services—Requirements (MAY 2014) (41 U.S.C. chapter 67).
- (xv) 52.222-54, Employment Eligibility Verification (OCT 2015) (E. O. 12989).
- (xvi) 52.222-55, Minimum Wages Under Executive Order 13658 (DEC 2015).
- (xvii) 52.222-62 Paid Sick Leave Under Executive Order 13706 (JAN 2017) (E.O. 13706).
- (xviii)(A) 52.224-3, Privacy Training (JAN 2017) (5 U.S.C. 552a).
 - (B) Alternate I (JAN 2017) of 52.224-3.
- (xix) 52.225–26, Contractors Performing Private Security Functions Outside the United States (OCT 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).
- (xx) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (MAY 2014) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.
- (xxi) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

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

(End of Clause)

C.3 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 08/20/2018 through 10/31/2018

(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.4 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 \$2,500.00, 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 \$30,000;

(2) Any order for a combination of items in excess of \$60,000; or

(3) A series of orders from the same ordering office within one (1) calendar 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 three (3) calendar 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.5 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 10-31-2018.

(End of Clause)

C.6 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

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

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

(End of Clause)

<u>FAR</u> <u>Number</u>	<u>Title</u>	<u>Date</u>
52.232-40	PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS	DEC 2013

C.7 VAAR 852.203-70 COMMERCIAL ADVERTISING (MAY 2018)

The Contractor shall not make reference in its commercial advertising to Department of Veterans Affairs contracts in a manner that states or implies the Department of Veterans Affairs approves or endorses the Contractor's products or services or considers the Contractor's products or services superior to other products or services.

(End of Clause)

C.8 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.9 VAAR 852.237-70 CONTRACTOR RESPONSIBILITIES (APR 1984)

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

(End of Clause)

SECTION D - CONTRACT DOCUMENTS, EXHIBITS, OR ATTACHMENTS

WAGE DETERMINATION – DICKINSON COUNTY, IA

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

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

| WASHINGTON D.C. - 20210

| Wage Determination No.: - 2015-4994

Daniel W. Simms Division of | Revision No.: 8

Director Wage Determinations | Date of Revision: 07/03/2018

Note: Under Executive Order (EO) - 13658, an hourly minimum wage of \$10.20 for calendar year - 2017 applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January - 1, - 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year - 2017. The EO minimum wage rate will be adjusted annually.

Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

State: Iowa

Area: Iowa Counties of Buena Vista, Cherokee, Clay, Dickinson, Ida, Lyon, Obrien, Osceola, Sac, Sioux

Fringe Benefits Required Follow the Occupational Listing

OCCUPATION CODE	TITLE FOOTNOTE	RATE
01000	Administrative Support and Clerical Occupations	
01011	Accounting Clerk I	13.31
01012	Accounting Clerk II	14.94
01013	Accounting Clerk III	18.73
01020	Administrative Assistant	20.14
01035	Court Reporter	19.61
01041	Customer Service Representative I	12.73
01042	Customer Service Representative II	14.32
01043	Customer Service Representative III	15.62
01051	Data Entry Operator I	15.04
01052	Data Entry Operator II	16.41
01060	Dispatcher, Motor Vehicle	19.69
01070	Document Preparation Clerk	12.76
01090	Duplicating Machine Operator	12.76
01111	General Clerk I	12.53
01112	General Clerk II	13.67
01113	General Clerk III	17.51
01120	Housing Referral Assistant	17.59
01141	Messenger Courier	11.68
01191	Order Clerk I	12.71
01192	Order Clerk II	13.86
01261	Personnel Assistant (Employment) I	14.81

01262	Personnel Assistant (Employment) II	17.58
01263	Personnel Assistant (Employment) III	19.55
01270	Production Control Clerk	20.49
01290	Rental Clerk	12.30
01300	Scheduler, Maintenance	13.94
01311	Secretary I	13.94
01312	Secretary II	15.59
01313	Secretary III	17.59
01320	Service Order Dispatcher	17.31
01410	Supply Technician	20.14
01420	Survey Worker	12.93
01460	Switchboard Operator/Receptionist	13.97
01531	Travel Clerk I	13.13
01532	Travel Clerk II	13.97
01533	Travel Clerk III	14.83
01611	Word Processor I	13.07
01612	Word Processor II	14.67
01613	Word Processor III	16.41
05000	Automotive Service Occupations	
05005	Automobile Body Repairer, Fiberglass	18.50
05010	Automotive Electrician	18.93
05040	Automotive Glass Installer	18.38
05070	Automotive Worker	18.38
05110	Mobile Equipment Servicer	16.99
05130	Motor Equipment Metal Mechanic	19.53
05160	Motor Equipment Metal Worker	18.38
05190	Motor Vehicle Mechanic	17.96
05220	Motor Vehicle Mechanic Helper	16.21
05250	Motor Vehicle Upholstery Worker	18.08
05280	Motor Vehicle Wrecker	18.38
05310	Painter, Automotive	18.93
05340	Radiator Repair Specialist	17.13
05370	Tire Repairer	15.62
05400	Transmission Repair Specialist	19.53
07000	Food Preparation and Service Occupations	
07010	Baker	13.13
07041	Cook I	11.69
07042	Cook II	13.29
07070	Dishwasher	
07130	Food Service Worker	10.07
07210	Meat Cutter	12.74
07260	Waiter/Waitress	8.83
09000	Furniture Maintenance and Repair Occupations	
09010	Electrostatic Spray Painter	16.98
09040	Furniture Handler	12.31
09080	Furniture Refinisher	16.98
09090	Furniture Refinisher Helper	13.99
09110	Furniture Repairer, Minor	15.17
09130	Upholsterer	16.98
11000	General Services and Support Occupations	
11030	Cleaner, Vehicles	11.24
11060	Elevator Operator	12.34
11090	Gardener	15.03
11122	Housekeeping Aide	12.57
11150	Janitor	12.57
11210	Laborer, Grounds Maintenance	12.01

11240	Maid or Houseman	10.91
11260	Pruner	11.11
11270	Tractor Operator	14.01
11330	Trail Maintenance Worker	12.01
11360	Window Cleaner	13.64
12000	Health Occupations	
12010	Ambulance Driver	15.76
12011	Breath Alcohol Technician	16.95
12012	Certified Occupational Therapist Assistant	23.25
12015	Certified Physical Therapist Assistant	21.24
12020	Dental Assistant	18.61
12025	Dental Hygienist	34.79
12030	EKG Technician	25.68
12035	Electroneurodiagnostic Technologist	25.68
12040	Emergency Medical Technician	14.51
12071	Licensed Practical Nurse I	15.15
12072	Licensed Practical Nurse II	16.95
12073	Licensed Practical Nurse III	18.90
12100	Medical Assistant	14.26
12130	Medical Laboratory Technician	21.86
12160	Medical Record Clerk	15.15
12190	Medical Record Technician	16.95
12195	Medical Transcriptionist	17.13
12210	Nuclear Medicine Technologist	37.25
12221	Nursing Assistant I	10.82
12222	Nursing Assistant II	12.17
12223	Nursing Assistant III	13.28
12224	Nursing Assistant IV	14.92
12235	Optical Dispenser	15.30
12236	Optical Technician	15.15
12250	Pharmacy Technician	14.35
12280	Phlebotomist	14.44
12305	Radiologic Technologist	23.06
12311	Registered Nurse I	22.24
12312	Registered Nurse II	27.20
12313	Registered Nurse II, Specialist	27.20
12314	Registered Nurse III	32.91
12315	Registered Nurse III, Anesthetist	32.91
12316	Registered Nurse IV	39.44
12317	Scheduler (Drug and Alcohol Testing)	21.00
12320	Substance Abuse Treatment Counselor	19.75
13000	Information and Arts Occupations	
13011	Exhibits Specialist I	17.43
13012	Exhibits Specialist II	21.58
13013	Exhibits Specialist III	26.39
13041	Illustrator I	19.13
13042	Illustrator II	23.71
13043	Illustrator III	29.00
13047	Librarian	23.91
13050	Library Aide/Clerk	10.52
13054	Library Information Technology Systems Administrator	21.59
13058	Library Technician	15.09
13061	Media Specialist I	15.58
13062	Media Specialist II	17.42
13063	Media Specialist III	19.42
13071	Photographer I	13.89

13072	Photographer II	15.54
13073	Photographer III	19.17
13074	Photographer IV	22.54
13075	Photographer V	27.27
13090	Technical Order Library Clerk	15.49
13110	Video Teleconference Technician	14.95
14000	Information Technology Occupations	
14041	Computer Operator I	15.26
14042	Computer Operator II	17.08
14043	Computer Operator III	20.69
14044	Computer Operator IV	22.16
14045	Computer Operator V	24.58
14071	Computer Programmer I (see 1)	24.18
14072	Computer Programmer II (see 1)	
14073	Computer Programmer III (see 1)	
14074	Computer Programmer IV (see 1)	
14101	Computer Systems Analyst I (see 1)	
14102	Computer Systems Analyst II (see 1)	
14103	Computer Systems Analyst III (see 1)	
14150	Peripheral Equipment Operator	15.26
14160	Personal Computer Support Technician	22.16
14170	System Support Specialist	24.12
15000	Instructional Occupations	
15010	Aircrew Training Devices Instructor (NonRated)	30.60
15020	Aircrew Training Devices Instructor (Rated)	34.46
15030	Air Crew Training Devices Instructor (Pilot)	40.44
15050	Computer Based Training Specialist / Instructor	30.60
15060	Educational Technologist	32.86
15070	Flight Instructor (Pilot)	40.44
15080	Graphic Artist	21.89
15085	Maintenance Test Pilot, Fixed, Jet/Prop	40.37
15086	Maintenance Test Pilot, Rotary Wing	40.37
15088	NonMaintenance Test/CoPilot	40.37
15090	Technical Instructor	21.17
15095	Technical Instructor/Course Developer	23.58
15110	Test Proctor	17.08
15120	Tutor	17.08
16000	Laundry, Dry-Cleaning, Pressing and Related Occupations	
16010	Assembler	10.43
16030	Counter Attendant	10.43
16040	Dry Cleaner	11.92
16070	Finisher, Flatwork, Machine	10.43
16090	Presser, Hand	10.43
16110	Presser, Machine, Drycleaning	10.43
16130	Presser, Machine, Shirts	10.43
16160	Presser, Machine, Wearing Apparel, Laundry	10.43
16190	Sewing Machine Operator	12.60
16220	Tailor	13.34
16250	Washer, Machine	10.93
19000	Machine Tool Operation and Repair Occupations	
19010	Machine Tool Operator (Tool Room)	20.45
19040	Tool and Die Maker	24.59
21000	Materials Handling and Packing Occupations	
21020	Forklift Operator	15.08
21030	Material Coordinator	20.49
21040	Material Expediter	20.49

21050	Material Handling Laborer	14.72
21071	Order Filler	12.73
21080	Production Line Worker (Food Processing)	15.08
21110	Shipping Packer	16.29
21130	Shipping/Receiving Clerk	16.29
21140	Store Worker I	12.29
21150	Stock Clerk	16.08
21210	Tools and Parts Attendant	15.08
21410	Warehouse Specialist	15.08
23000	Mechanics and Maintenance and Repair Occupations	
23010	Aerospace Structural Welder	26.14
23019	Aircraft Logs and Records Technician	23.11
23021	Aircraft Mechanic I	24.89
23022	Aircraft Mechanic II	26.14
23023	Aircraft Mechanic III	27.45
23040	Aircraft Mechanic Helper	20.66
23050	Aircraft, Painter	24.50
23060	Aircraft Servicer	23.11
23070	Aircraft Survival Flight Equipment Technician	24.50
23080	Aircraft Worker	23.40
23091	Aircrew Life Support Equipment (ALSE) Mechanic I	23.40
23092	Aircrew Life Support Equipment (ALSE) Mechanic II	24.89
23110	Appliance Mechanic	20.19
23120	Bicycle Repairer	17.77
23125	Cable Splicer	30.83
23130	Carpenter, Maintenance	18.51
23140	Carpet Layer	20.20
23160	Electrician, Maintenance	21.66
23181	Electronics Technician Maintenance I	22.51
23182	Electronics Technician Maintenance II	23.87
23183	Electronics Technician Maintenance III	25.15
23260	Fabric Worker	18.97
23290	Fire Alarm System Mechanic	22.57
23310	Fire Extinguisher Repairer	17.77
23311	Fuel Distribution System Mechanic	28.31
23312	Fuel Distribution System Operator	22.29
23370	General Maintenance Worker	18.30
23380	Ground Support Equipment Mechanic	24.89
23381	Ground Support Equipment Servicer	23.11
23382	Ground Support Equipment Worker	23.40
23391	Gunsmith I	17.77
23392	Gunsmith II	20.20
23393	Gunsmith III	22.57
23410	Heating, Ventilation and AirConditioning Mechanic	22.40
23411	Heating, Ventilation and Air Conditioning Mechanic (Research Facility)	23.40
23430	Heavy Equipment Mechanic	22.60
23440	Heavy Equipment Operator	20.86
23460	Instrument Mechanic	23.27
23465	Laboratory/Shelter Mechanic	21.42
23470	Laborer	14.72
23510	Locksmith	21.42
23530	Machinery Maintenance Mechanic	20.61
23550	Machinist, Maintenance	18.26
23580	Maintenance Trades Helper	14.65
23591	Metrology Technician I	23.27
23592	Metrology Technician II	23.73

23593	Metrology Technician III	24.81
23640	Millwright	22.83
23710	Office Appliance Repairer	21.42
23760	Painter, Maintenance	18.18
23790	Pipefitter, Maintenance	26.10
23810	Plumber, Maintenance	25.32
23820	Pneudraulic Systems Mechanic	22.57
23850	Rigger	22.57
23870	Scale Mechanic	20.20
23890	SheetMetal Worker, Maintenance	25.00
23910	Small Engine Mechanic	18.36
23931	Telecommunications Mechanic I	23.88
23932	Telecommunications Mechanic II	26.07
23950	Telephone Lineman	21.64
23960	Welder, Combination, Maintenance	17.58
23965	Well Driller	22.57
23970	Woodcraft Worker	22.57
23980	Woodworker	17.77
24000	Personal Needs Occupations	
24550	Case Manager	16.16
24570	Child Care Attendant	9.79
24580	Child Care Center Clerk	13.42
24610	Chore Aide	11.04
24620	Family Readiness and Support Services Coordinator	16.16
24630	Homemaker	16.16
25000	Plant and System Operations Occupations	
25010	Boiler Tender	25.85
25040	Sewage Plant Operator	21.67
25070	Stationary Engineer	25.85
25190	Ventilation Equipment Tender	18.96
25210	Water Treatment Plant Operator	21.67
27000	Protective Service Occupations	
27004	Alarm Monitor	18.19
27007	Baggage Inspector	14.31
27008	Corrections Officer	21.96
27010	Court Security Officer	22.20
27030	Detection Dog Handler	16.61
27040	Detention Officer	21.96
27070	Firefighter	22.36
27101	Guard I	14.31
27102	Guard II	16.61
27131	Police Officer I	22.90
27132	Police Officer II	25.45
28000	Recreation Occupations	
28041	Carnival Equipment Operator	12.50
28042	Carnival Equipment Repairer	13.41
28043	Carnival Worker	9.79
28210	Gate Attendant/Gate Tender	14.00
28310	Lifeguard	11.34
28350	Park Attendant (Aide)	15.66
28510	Recreation Aide/Health Facility Attendant	11.43
28515	Recreation Specialist	17.88
28630	Sports Official	12.47
28690	Swimming Pool Operator	17.03
29000	Stevedoring/Longshoremen Occupational Services	
29010	Blocker and Bracer	24.73

29020	Hatch Tender	24.73
29030	Line Handler	24.73
29041	Stevedore I	23.23
29042	Stevedore II	26.24
30000	Technical Occupations	
30010	Air Traffic Control Specialist, Center (HFO) (see 2)	38.15
30011	Air Traffic Control Specialist, Station (HFO) (see 2)	26.30
30012	Air Traffic Control Specialist, Terminal (HFO) (see 2)	28.97
30021	Archeological Technician I	18.46
30022	Archeological Technician II	20.64
30023	Archeological Technician III	25.57
30030	Cartographic Technician	25.57
30040	Civil Engineering Technician	22.72
30051	Cryogenic Technician I	26.24
30052	Cryogenic Technician II	28.98
30061	Drafter/CAD Operator I	18.46
30062	Drafter/CAD Operator II	20.64
30063	Drafter/CAD Operator III	23.02
30064	Drafter/CAD Operator IV	27.98
30081	Engineering Technician I	16.00
30082	Engineering Technician II	17.95
30083	Engineering Technician III	20.08
30084	Engineering Technician IV	24.89
30085	Engineering Technician V	30.45
30086	Engineering Technician VI	36.83
30090	Environmental Technician	23.70
30095	Evidence Control Specialist	23.70
30210	Laboratory Technician	22.74
30221	Latent Fingerprint Technician I	26.24
30222	Latent Fingerprint Technician II	28.98
30240	Mathematical Technician	25.41
30361	Paralegal/Legal Assistant I	18.36
30362	Paralegal/Legal Assistant II	22.74
30363	Paralegal/Legal Assistant III	27.82
30364	Paralegal/Legal Assistant IV	33.66
30375	Petroleum Supply Specialist	28.98
30390	PhotoOptics Technician	25.37
30395	Radiation Control Technician	28.98
30461	Technical Writer I	23.70
30462	Technical Writer II	28.98
30463	Technical Writer III	35.07
30491	Unexploded Ordnance (UXO) Technician I	24.24
30492	Unexploded Ordnance (UXO) Technician II	29.33
30493	Unexploded Ordnance (UXO) Technician III	35.16
30494	Unexploded (UXO) Safety Escort	24.24
30495	Unexploded (UXO) Sweep Personnel	24.24
30501	Weather Forecaster I	27.98
30502	Weather Forecaster II	34.04
30620	Weather Observer, Combined Upper Air or Surface Programs (see 2)	23.02
30621	Weather Observer, Senior (see 2)	25.27
31000	Transportation/Mobile Equipment Operation Occupations	
31010	Airplane Pilot	29.33
31020	Bus Aide	11.66
31030	Bus Driver	15.35
31043	Driver Courier	13.50
31260	Parking and Lot Attendant	10.10

31290	Shuttle Bus Driver	14.43
31310	Taxi Driver	10.87
31361	Truck driver, Light	14.43
31362	Truck driver, Medium	21.01
31363	Truck driver, Heavy	19.94
31364	Truck driver, Tractor Trailer	19.94
99000	Miscellaneous Occupations	
99020	Cabin Safety Specialist	14.30
99030	Cashier	9.15
99050	Desk Clerk	10.58
99095	Embalmer	37.54
99130	Flight Follower	24.24
99251	Laboratory Animal Caretaker I	14.44
99252	Laboratory Animal Caretaker II	14.81
99260	Marketing Analyst	22.35
99310	Mortician	37.54
99410	Pest Controller	19.84
99510	Photofinishing Worker	12.74
99710	Recycling Laborer	18.19
99711	Recycling Specialist	21.00
99730	Refuse Collector	16.78
99810	Sales Clerk	12.39
99820	School Crossing Guard	13.56
99830	Survey Party Chief	28.72
99831	Surveying Aide	15.55
99832	Surveying Technician	19.72
99840	Vending Machine Attendant	15.99
99841	Vending Machine Repairer	19.50
99842	Vending Machine Repairer Helper	15.99

Note: Executive Order (EO) - 13706, Establishing Paid Sick Leave for Federal Contractors, applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January - 1, 2017. If this contract is covered by the EO, the contractor must provide employees with - 1 hour of paid sick leave for every - 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is the victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: Life, accident, and health insurance plans, sick leave, pension plans, civic and personal leave, severance pay, and savings and thrift plans.

Minimum employer contributions costing an average of \$4.41 per hour computed on the basis of all hours worked by service employees employed on the contract.

HEALTH & WELFARE EO - 13706: Minimum employer contributions costing an average of \$4.

13 per hour computed on the basis of all hours worked by service employees employed on the covered contracts.

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

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

(Reg. 29 CFR 4.173)

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

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

WAGE DETERMINATION – WOODBURY COUNTY, IA

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

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

| WASHINGTON D.C. - 20210

| Wage Determination No.: - 2015-5008

Daniel W. Simms Division of | Revision No.: 8

Director Wage Determinations | Date of Revision: 07/03/2018

Note: Under Executive Order (EO) - 13658, an hourly minimum wage of \$10.20 for calendar year - 2017 applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January - 1, - 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year - 2017. The EO minimum wage rate will be adjusted annually.

Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

States: Iowa, Nebraska

Area: Iowa Counties of Plymouth, Woodbury

Nebraska Counties of Dakota,

Dixon

Fringe Benefits Required Follow the Occupational Listing

OCCUPATION CODE	TITLE FOOTNOTE	RATE
01000	Administrative Support and Clerical Occupations	
01011	Accounting Clerk I	13.41
01012	Accounting Clerk II	15.05
01013	Accounting Clerk III	18.73
01020	Administrative Assistant	20.93
01035	Court Reporter	19.61
01041	Customer Service Representative I	11.41
01042	Customer Service Representative II	12.84
01043	Customer Service Representative III	14.00
01051	Data Entry Operator I	12.38
01052	Data Entry Operator II	13.50
01060	Dispatcher, Motor Vehicle	22.02
01070	Document Preparation Clerk	12.81
01090	Duplicating Machine Operator	12.81
01111	General Clerk I	12.53
01112	General Clerk II	13.67
01113	General Clerk III	17.51
01120	Housing Referral Assistant	18.95
01141	Messenger Courier	11.68
01191	Order Clerk I	15.38
01192	Order Clerk II	16.78
01261	Personnel Assistant (Employment) I	15.08
01262	Personnel Assistant (Employment) II	17.58
01263	Personnel Assistant (Employment) III	19.55
01270	Production Control Clerk	22.31
01290	Rental Clerk	12.30
01300	Scheduler, Maintenance	15.19

01311	Secretary I	15.19
01312	Secretary II	17.00
01313	Secretary III	18.95
01320	Service Order Dispatcher	19.69
01410	Supply Technician	20.93
01420	Survey Worker	14.77
01460	Switchboard Operator/Receptionist	13.41
01531	Travel Clerk I	12.42
01532	Travel Clerk II	13.21
01533	Travel Clerk III	14.02
01611	Word Processor I	13.53
01612	Word Processor II	15.19
01613	Word Processor III	17.00
05000	Automotive Service Occupations	
05005	Automobile Body Repairer, Fiberglass	18.50
05010	Automotive Electrician	18.93
05040	Automotive Glass Installer	18.38
05070	Automotive Worker	18.38
05110	Mobile Equipment Servicer	16.99
05130	Motor Equipment Metal Mechanic	19.53
05160	Motor Equipment Metal Worker	18.38
05190	Motor Vehicle Mechanic	18.52
05220	Motor Vehicle Mechanic Helper	16.21
05250	Motor Vehicle Upholstery Worker	18.08
05280	Motor Vehicle Wrecker	18.38
05310	Painter, Automotive	18.93
05340	Radiator Repair Specialist	17.13
05370	Tire Repairer	13.49
05400	Transmission Repair Specialist	19.53
07000	Food Preparation and Service Occupations	
07010	Baker	14.60
07041	Cook I	11.09
07042	Cook II	12.49
07070	Dishwasher	9.27
07130	Food Service Worker	10.57
07210	Meat Cutter	12.74
07260	Waiter/Waitress	8.98
09000	Furniture Maintenance and Repair Occupations	
09010	Electrostatic Spray Painter	16.35
09040	Furniture Handler	12.31
09080	Furniture Refinisher	16.35
09090	Furniture Refinisher Helper	13.99
09110	Furniture Repairer, Minor	15.17
09130	Upholsterer	16.35
11000	General Services and Support Occupations	
11030	Cleaner, Vehicles	11.65
11060	Elevator Operator	11.65
11090	Gardener	15.78
11122	Housekeeping Aide	12.20
11150	Janitor	12.20
11210	Laborer, Grounds Maintenance	12.78
11240	Maid or Houseman	10.36
11260	Pruner	11.77
11270	Tractor Operator	14.76
11330	Trail Maintenance Worker	12.78
11360	Window Cleaner	13.24

12000	Health Occupations	
12010	Ambulance Driver	17.48
12011	Breath Alcohol Technician	16.63
12012	Certified Occupational Therapist Assistant	23.01
12015	Certified Physical Therapist Assistant	22.64
12020	Dental Assistant	18.54
12025	Dental Hygienist	35.35
12030	EKG Technician	25.41
12035	Electroneurodiagnostic Technologist	25.41
12040	Emergency Medical Technician	17.48
12071	Licensed Practical Nurse I	14.99
12072	Licensed Practical Nurse II	16.77
12073	Licensed Practical Nurse III	18.70
12100	Medical Assistant	14.97
12130	Medical Laboratory Technician	19.69
12160	Medical Record Clerk	14.47
12190	Medical Record Technician	16.20
12195	Medical Transcriptionist	16.82
12210	Nuclear Medicine Technologist	36.85
12221	Nursing Assistant I	11.04
12222	Nursing Assistant II	12.42
12223	Nursing Assistant III	13.55
12224	Nursing Assistant IV	15.21
12235	Optical Dispenser	16.10
12236	Optical Technician	14.99
12250	Pharmacy Technician	14.63
12280	Phlebotomist	14.44
12305	Radiologic Technologist	23.06
12311	Registered Nurse I	23.29
12312	Registered Nurse II	28.49
12313	Registered Nurse II, Specialist	28.49
12314	Registered Nurse III	34.47
12315	Registered Nurse III, Anesthetist	34.47
12316	Registered Nurse IV	41.32
12317	Scheduler (Drug and Alcohol Testing)	21.64
12320	Substance Abuse Treatment Counselor	13.18
13000	Information and Arts Occupations	
13011	Exhibits Specialist I	17.43
13012	Exhibits Specialist II	21.58
13013	Exhibits Specialist III	26.39
13041	Illustrator I	19.13
13042	Illustrator II	23.71
13043	Illustrator III	29.00
13047	Librarian	23.91
13050	Library Aide/Clerk	11.00
13054	Library Information Technology Systems Administrator	21.59
13058	Library Technician	15.09
13061	Media Specialist I	15.58
13062	Media Specialist II	17.42
13063	Media Specialist III	19.42
13071	Photographer I	13.89
13072	Photographer II	15.54
13073	Photographer III	19.17
13074	Photographer IV	22.54
13075	Photographer V	27.27
13090	Technical Order Library Clerk	15.49

13110	Video Teleconference Technician	14.95
14000	Information Technology Occupations	
14041	Computer Operator I	15.26
14042	Computer Operator II	17.08
14043	Computer Operator III	20.69
14044	Computer Operator IV	22.16
14045	Computer Operator V	24.58
14071	Computer Programmer I (see 1)	24.18
14072	Computer Programmer II (see 1)	
14073	Computer Programmer III (see 1)	
14074	Computer Programmer IV (see 1)	
14101	Computer Systems Analyst I (see 1)	
14102	Computer Systems Analyst II (see 1)	
14103	Computer Systems Analyst III (see 1)	
14150	Peripheral Equipment Operator	15.26
14160	Personal Computer Support Technician	22.16
14170	System Support Specialist	22.73
15000	Instructional Occupations	
15010	Aircrew Training Devices Instructor (NonRated)	30.60
15020	Aircrew Training Devices Instructor (Rated)	34.63
15030	Air Crew Training Devices Instructor (Pilot)	41.51
15050	Computer Based Training Specialist / Instructor	30.60
15060	Educational Technologist	28.62
15070	Flight Instructor (Pilot)	41.51
15080	Graphic Artist	21.89
15085	Maintenance Test Pilot, Fixed, Jet/Prop	41.51
15086	Maintenance Test Pilot, Rotary Wing	41.51
15088	NonMaintenance Test/CoPilot	41.51
15090	Technical Instructor	21.17
15095	Technical Instructor/Course Developer	23.58
15110	Test Proctor	17.08
15120	Tutor	17.08
16000	Laundry, Dry-Cleaning, Pressing and Related Occupations	
16010	Assembler	10.22
16030	Counter Attendant	10.22
16040	Dry Cleaner	11.68
16070	Finisher, Flatwork, Machine	10.22
16090	Presser, Hand	10.22
16110	Presser, Machine, Drycleaning	10.22
16130	Presser, Machine, Shirts	10.22
16160	Presser, Machine, Wearing Apparel, Laundry	10.22
16190	Sewing Machine Operator	12.34
16220	Tailor	13.07
16250	Washer, Machine	10.71
19000	Machine Tool Operation and Repair Occupations	
19010	Machine Tool Operator (Tool Room)	23.97
19040	Tool and Die Maker	27.72
21000	Materials Handling and Packing Occupations	
21020	Forklift Operator	16.30
21030	Material Coordinator	22.31
21040	Material Expediter	22.31
21050	Material Handling Laborer	14.40
21071	Order Filler	13.62
21080	Production Line Worker (Food Processing)	16.30
21110	Shipping Packer	15.98
21130	Shipping/Receiving Clerk	15.98

21140	Store Worker I	12.72
21150	Stock Clerk	16.19
21210	Tools and Parts Attendant	16.30
21410	Warehouse Specialist	16.30
23000	Mechanics and Maintenance and Repair Occupations	
23010	Aerospace Structural Welder	26.33
23019	Aircraft Logs and Records Technician	23.11
23021	Aircraft Mechanic I	25.21
23022	Aircraft Mechanic II	26.33
23023	Aircraft Mechanic III	27.45
23040	Aircraft Mechanic Helper	20.66
23050	Aircraft, Painter	24.50
23060	Aircraft Servicer	23.11
23070	Aircraft Survival Flight Equipment Technician	24.50
23080	Aircraft Worker	23.40
23091	Aircrew Life Support Equipment (ALSE) Mechanic I	23.40
23092	Aircrew Life Support Equipment (ALSE) Mechanic II	25.21
23110	Appliance Mechanic	22.21
23120	Bicycle Repairer	17.95
23125	Cable Splicer	34.39
23130	Carpenter, Maintenance	20.55
23140	Carpet Layer	22.77
23160	Electrician, Maintenance	25.15
23181	Electronics Technician Maintenance I	23.05
23182	Electronics Technician Maintenance II	24.27
23183	Electronics Technician Maintenance III	25.27
23260	Fabric Worker	21.49
23290	Fire Alarm System Mechanic	24.97
23310	Fire Extinguisher Repairer	20.22
23311	Fuel Distribution System Mechanic	27.73
23312	Fuel Distribution System Operator	22.46
23370	General Maintenance Worker	18.55
23380	Ground Support Equipment Mechanic	25.21
23381	Ground Support Equipment Servicer	23.11
23382	Ground Support Equipment Worker	23.40
23391	Gunsmith I	20.22
23392	Gunsmith II	22.77
23393	Gunsmith III	24.97
23410	Heating, Ventilation and AirConditioning Mechanic	28.10
23411	Heating, Ventilation and Air Conditioning Mechanic (Research Facility)	29.35
23430	Heavy Equipment Mechanic	24.20
23440	Heavy Equipment Operator	22.11
23460	Instrument Mechanic	24.97
23465	Laboratory/Shelter Mechanic	23.97
23470	Laborer	14.40
23510	Locksmith	23.97
23530	Machinery Maintenance Mechanic	22.92
23550	Machinist, Maintenance	18.48
23580	Maintenance Trades Helper	18.91
23591	Metrology Technician I	24.97
23592	Metrology Technician II	26.08
23593	Metrology Technician III	26.90
23640	Millwright	24.97
23710	Office Appliance Repairer	20.16
23760	Painter, Maintenance	17.76
23790	Pipefitter, Maintenance	26.37

23810	Plumber, Maintenance	25.32
23820	Pneudraulic Systems Mechanic	24.97
23850	Rigger	24.97
23870	Scale Mechanic	22.77
23890	SheetMetal Worker, Maintenance	26.59
23910	Small Engine Mechanic	18.16
23931	Telecommunications Mechanic I	26.68
23932	Telecommunications Mechanic II	28.68
23950	Telephone Lineman	26.18
23960	Welder, Combination, Maintenance	19.43
23965	Well Driller	24.97
23970	Woodcraft Worker	24.97
23980	Woodworker	20.22
24000	Personal Needs Occupations	
24550	Case Manager	16.64
24570	Child Care Attendant	9.72
24580	Child Care Center Clerk	13.42
24610	Chore Aide	12.33
24620	Family Readiness and Support Services Coordinator	16.64
24630	Homemaker	16.64
25000	Plant and System Operations Occupations	
25010	Boiler Tender	24.97
25040	Sewage Plant Operator	22.84
25070	Stationary Engineer	24.97
25190	Ventilation Equipment Tender	18.91
25210	Water Treatment Plant Operator	22.84
27000	Protective Service Occupations	
27004	Alarm Monitor	18.72
27007	Baggage Inspector	13.01
27008	Corrections Officer	17.97
27010	Court Security Officer	22.20
27030	Detection Dog Handler	16.42
27040	Detention Officer	17.97
27070	Firefighter	26.01
27101	Guard I	13.01
27102	Guard II	16.42
27131	Police Officer I	23.90
27132	Police Officer II	26.56
28000	Recreation Occupations	
28041	Carnival Equipment Operator	11.27
28042	Carnival Equipment Repairer	11.83
28043	Carnival Worker	8.83
28210	Gate Attendant/Gate Tender	15.17
28310	Lifeguard	12.17
28350	Park Attendant (Aide)	16.97
28510	Recreation Aide/Health Facility Attendant	12.39
28515	Recreation Specialist	17.88
28630	Sports Official	13.51
28690	Swimming Pool Operator	18.73
29000	Stevedoring/Longshoremen Occupational Services	
29010	Blocker and Bracer	23.14
29020	Hatch Tender	23.14
29030	Line Handler	23.14
29041	Stevedore I	21.93
29042	Stevedore II	24.48
30000	Technical Occupations	

30010	Air Traffic Control Specialist, Center (HFO) (see 2)	38.15
30011	Air Traffic Control Specialist, Station (HFO) (see 2)	26.30
30012	Air Traffic Control Specialist, Terminal (HFO) (see 2)	28.97
30021	Archeological Technician I	18.46
30022	Archeological Technician II	20.64
30023	Archeological Technician III	25.57
30030	Cartographic Technician	25.57
30040	Civil Engineering Technician	20.26
30051	Cryogenic Technician I	21.24
30052	Cryogenic Technician II	23.46
30061	Drafter/CAD Operator I	18.46
30062	Drafter/CAD Operator II	20.64
30063	Drafter/CAD Operator III	23.02
30064	Drafter/CAD Operator IV	27.98
30081	Engineering Technician I	16.00
30082	Engineering Technician II	17.95
30083	Engineering Technician III	20.08
30084	Engineering Technician IV	24.89
30085	Engineering Technician V	30.45
30086	Engineering Technician VI	36.83
30090	Environmental Technician	21.47
30095	Evidence Control Specialist	19.18
30210	Laboratory Technician	22.74
30221	Latent Fingerprint Technician I	21.24
30222	Latent Fingerprint Technician II	23.46
30240	Mathematical Technician	25.41
30361	Paralegal/Legal Assistant I	18.44
30362	Paralegal/Legal Assistant II	22.83
30363	Paralegal/Legal Assistant III	27.94
30364	Paralegal/Legal Assistant IV	33.80
30375	Petroleum Supply Specialist	23.46
30390	PhotoOptics Technician	25.37
30395	Radiation Control Technician	23.46
30461	Technical Writer I	19.99
30462	Technical Writer II	24.46
30463	Technical Writer III	29.39
30491	Unexploded Ordnance (UXO) Technician I	24.24
30492	Unexploded Ordnance (UXO) Technician II	29.33
30493	Unexploded Ordnance (UXO) Technician III	35.16
30494	Unexploded (UXO) Safety Escort	24.24
30495	Unexploded (UXO) Sweep Personnel	24.24
30501	Weather Forecaster I	27.98
30502	Weather Forecaster II	34.04
30620	Weather Observer, Combined Upper Air or Surface Programs (see 2)	23.02
30621	Weather Observer, Senior (see 2)	25.27
31000	Transportation/Mobile Equipment Operation Occupations	
31010	Airplane Pilot	29.33
31020	Bus Aide	14.37
31030	Bus Driver	18.84
31043	Driver Courier	14.75
31260	Parking and Lot Attendant	11.41
31290	Shuttle Bus Driver	15.77
31310	Taxi Driver	12.21
31361	Truck driver, Light	15.77
31362	Truck driver, Medium	21.01
31363	Truck driver, Heavy	20.57

31364	Truck driver, Tractor Trailer	20.57
99000	Miscellaneous Occupations	
99020	Cabin Safety Specialist	14.30
99030	Cashier	9.64
99050	Desk Clerk	10.58
99095	Embalmer	34.13
99130	Flight Follower	24.24
99251	Laboratory Animal Caretaker I	14.44
99252	Laboratory Animal Caretaker II	14.81
99260	Marketing Analyst	23.30
99310	Mortician	34.13
99410	Pest Controller	19.75
99510	Photofinishing Worker	13.21
99710	Recycling Laborer	16.21
99711	Recycling Specialist	18.72
99730	Refuse Collector	14.94
99810	Sales Clerk	12.39
99820	School Crossing Guard	13.86
99830	Survey Party Chief	26.90
99831	Surveying Aide	14.56
99832	Surveying Technician	18.47
99840	Vending Machine Attendant	17.22
99841	Vending Machine Repairer	19.57
99842	Vending Machine Repairer Helper	17.22

Note: Executive Order (EO) - 13706, Establishing Paid Sick Leave for Federal Contractors, applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January - 1, 2017. If this contract is covered by the EO, the contractor must provide employees with - 1 hour of paid sick leave for every - 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is the victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: Life, accident, and health insurance plans, sick leave, pension plans, civic and personal leave, severance pay, and savings and thrift plans.

Minimum employer contributions costing an average of \$4.41 per hour computed on the basis of all hours worked by service employees employed on the contract.

HEALTH & WELFARE EO - 13706: Minimum employer contributions costing an average of \$4.

13 per hour computed on the basis of all hours worked by service employees employed on the covered contracts.

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

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

(Reg. 29 CFR 4.173)

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

WAGE DETERMINATION – MINNEHAHA COUNTY, SD

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

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

| WASHINGTON D.C. - 20210

| Wage Determination No.: - 2015-5370

Daniel W. Simms Division of | Revision No.: 4

Director Wage Determinations | Date of Revision: 12/26/2017

Note: Under Executive Order (EO) - 13658, an hourly minimum wage of \$10.20 for calendar year - 2017 applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January - 1, - 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year - 2017. The EO minimum wage rate will be adjusted annually.

Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

State: South Dakota

Area: South Dakota Counties of Lincoln, McCook, Minnehaha, Turner

Fringe Benefits Required Follow the Occupational Listing

OCCUPATION CODE	TITLE FOOTNOTE	RATE
01000	Administrative Support and Clerical Occupations	
01011	Accounting Clerk I	\$12.18
01012	Accounting Clerk II	\$13.68
01013	Accounting Clerk III	\$15.30
01020	Administrative Assistant	\$18.59
01035	Court Reporter	\$15.55
01041	Customer Service Representative I	\$11.51
01042	Customer Service Representative II	\$12.95
01043	Customer Service Representative III	\$14.13
01051	Data Entry Operator I	\$11.07
01052	Data Entry Operator II	\$12.08
01060	Dispatcher, Motor Vehicle	\$15.94
01070	Document Preparation Clerk	\$12.92
01090	Duplicating Machine Operator	\$12.92
01111	General Clerk I	\$10.88
01112	General Clerk II	\$11.87
01113	General Clerk III	\$13.33
01120	Housing Referral Assistant	\$17.33
01141	Messenger Courier	\$11.14
01191	Order Clerk I	\$13.81
01192	Order Clerk II	\$15.07
01261	Personnel Assistant (Employment) I	\$13.60
01262	Personnel Assistant (Employment) II	\$15.20
01263	Personnel Assistant (Employment) III	\$16.95
01270	Production Control Clerk	\$17.66
01290	Rental Clerk	\$11.18
01300	Scheduler, Maintenance	\$13.90
01311	Secretary I	\$13.90
01312	Secretary II	\$15.55
01313	Secretary III	\$17.33

01320	Service Order Dispatcher	\$13.70
01410	Supply Technician	\$18.59
01420	Survey Worker	\$13.63
01460	Switchboard Operator/Receptionist	\$12.59
01531	Travel Clerk I	\$12.17
01532	Travel Clerk II	\$12.94
01533	Travel Clerk III	\$13.73
01611	Word Processor I	\$12.38
01612	Word Processor II	\$13.90
01613	Word Processor III	\$15.55
05000	Automotive Service Occupations	
05005	Automobile Body Repairer, Fiberglass	\$18.94
05010	Automotive Electrician	\$17.64
05040	Automotive Glass Installer	\$16.60
05070	Automotive Worker	\$16.60
05110	Mobile Equipment Servicer	\$14.59
05130	Motor Equipment Metal Mechanic	\$18.67
05160	Motor Equipment Metal Worker	\$16.60
05190	Motor Vehicle Mechanic	\$18.67
05220	Motor Vehicle Mechanic Helper	\$13.60
05250	Motor Vehicle Upholstery Worker	\$15.57
05280	Motor Vehicle Wrecker	\$16.60
05310	Painter, Automotive	\$17.64
05340	Radiator Repair Specialist	\$16.60
05370	Tire Repairer	\$12.54
05400	Transmission Repair Specialist	\$18.67
07000	Food Preparation and Service Occupations	
07010	Baker	\$12.26
07041	Cook I	\$11.60
07042	Cook II	\$13.20
07070	Dishwasher	\$9.37
07130	Food Service Worker	\$10.27
07210	Meat Cutter	\$14.14
07260	Waiter/Waitress	\$9.46
09000	Furniture Maintenance and Repair Occupations	
09010	Electrostatic Spray Painter	\$13.85
09040	Furniture Handler	\$10.27
09080	Furniture Refinisher	\$15.16
09090	Furniture Refinisher Helper	\$12.03
09110	Furniture Repairer, Minor	\$13.64
09130	Upholsterer	\$15.16
11000	General Services and Support Occupations	
11030	Cleaner, Vehicles	\$10.18
11060	Elevator Operator	\$11.22
11090	Gardener	\$15.46
11122	Housekeeping Aide	\$11.44
11150	Janitor	\$11.44
11210	Laborer, Grounds Maintenance	\$12.34
11240	Maid or Houseman	\$9.67
11260	Pruner	\$11.20
11270	Tractor Operator	\$14.42
11330	Trail Maintenance Worker	\$12.34
11360	Window Cleaner	\$12.61
12000	Health Occupations	
12010	Ambulance Driver	\$14.37
12011	Breath Alcohol Technician	\$15.81
12012	Certified Occupational Therapist Assistant	\$19.28
12015	Certified Physical Therapist Assistant	\$17.62
12020	Dental Assistant	\$18.22

12025	Dental Hygienist	\$29.52
12030	EKG Technician	\$26.05
12035	Electroneurodiagnostic Technologist	\$26.05
12040	Emergency Medical Technician	\$14.37
12071	Licensed Practical Nurse I	\$14.14
12072	Licensed Practical Nurse II	\$15.81
12073	Licensed Practical Nurse III	\$17.61
12100	Medical Assistant	\$14.00
12130	Medical Laboratory Technician	\$16.49
12160	Medical Record Clerk	\$14.15
12190	Medical Record Technician	\$19.23
12195	Medical Transcriptionist	\$15.72
12210	Nuclear Medicine Technologist	\$29.22
12221	Nursing Assistant I	\$10.50
12222	Nursing Assistant II	\$11.81
12223	Nursing Assistant III	\$12.89
12224	Nursing Assistant IV	\$14.47
12235	Optical Dispenser	\$14.85
12236	Optical Technician	\$15.52
12250	Pharmacy Technician	\$16.03
12280	Phlebotomist	\$14.47
12305	Radiologic Technologist	\$25.25
12311	Registered Nurse I	\$21.44
12312	Registered Nurse II	\$26.23
12313	Registered Nurse II, Specialist	\$26.23
12314	Registered Nurse III	\$31.73
12315	Registered Nurse III, Anesthetist	\$31.73
12316	Registered Nurse IV	\$38.03
12317	Scheduler (Drug and Alcohol Testing)	\$20.09
12320	Substance Abuse Treatment Counselor	\$18.72
13000	Information and Arts Occupations	
13011	Exhibits Specialist I	\$16.74
13012	Exhibits Specialist II	\$20.73
13013	Exhibits Specialist III	\$25.36
13041	Illustrator I	\$16.74
13042	Illustrator II	\$20.73
13043	Illustrator III	\$25.36
13047	Librarian	\$22.96
13050	Library Aide/Clerk	\$13.33
13054	Library Information Technology Systems Administrator	\$20.73
13058	Library Technician	\$14.45
13061	Media Specialist I	\$14.96
13062	Media Specialist II	\$16.74
13063	Media Specialist III	\$18.65
13071	Photographer I	\$16.08
13072	Photographer II	\$17.99
13073	Photographer III	\$22.28
13074	Photographer IV	\$27.26
13075	Photographer V	\$32.97
13090	Technical Order Library Clerk	\$15.74
13110	Video Teleconference Technician	\$14.96
14000	Information Technology Occupations	
14041	Computer Operator I	\$14.10
14042	Computer Operator II	\$15.85
14043	Computer Operator III	\$17.59
14044	Computer Operator IV	\$19.49
14045	Computer Operator V	\$21.71
14071	Computer Programmer I (see 1)	\$19.46
14072	Computer Programmer II (see 1)	\$24.12

14073	Computer Programmer III (see 1)	
14074	Computer Programmer IV (see 1)	
14101	Computer Systems Analyst I (see 1)	
14102	Computer Systems Analyst II (see 1)	
14103	Computer Systems Analyst III (see 1)	
14150	Peripheral Equipment Operator	\$15.51
14160	Personal Computer Support Technician	\$22.57
14170	System Support Specialist	\$22.82
15000	Instructional Occupations	
15010	Aircrew Training Devices Instructor (Non-Rated)	\$30.93
15020	Aircrew Training Devices Instructor (Rated)	\$37.42
15030	Air Crew Training Devices Instructor (Pilot)	\$43.93
15050	Computer Based Training Specialist / Instructor	\$30.93
15060	Educational Technologist	\$25.80
15070	Flight Instructor (Pilot)	\$43.93
15080	Graphic Artist	\$19.72
15085	Maintenance Test Pilot, Fixed, Jet/Prop	\$39.90
15086	Maintenance Test Pilot, Rotary Wing	\$39.90
15088	Non-Maintenance Test/Co Pilot	\$39.90
15090	Technical Instructor	\$18.64
15095	Technical Instructor/Course Developer	\$22.81
15110	Test Proctor	\$15.05
15120	Tutor	\$15.05
16000	Laundry, Dry Cleaning, Pressing and Related Occupations	
16010	Assembler	\$9.51
16030	Counter Attendant	\$9.51
16040	Dry Cleaner	\$10.86
16070	Finisher, Flatwork, Machine	\$9.51
16090	Presser, Hand	\$9.51
16110	Presser, Machine, Dry-cleaning	\$9.51
16130	Presser, Machine, Shirts	\$9.51
16160	Presser, Machine, Wearing Apparel, Laundry	\$9.51
16190	Sewing Machine Operator	\$11.45
16220	Tailor	\$12.11
16250	Washer, Machine	\$9.96
19000	Machine Tool Operation and Repair Occupations	
19010	Machine Tool Operator (Tool Room)	\$17.64
19040	Tool and Die Maker	\$21.60
21000	Materials Handling and Packing Occupations	
21020	Forklift Operator	\$14.45
21030	Material Coordinator	\$17.66
21040	Material Expediter	\$17.66
21050	Material Handling Laborer	\$12.78
21071	Order Filler	\$11.05
21080	Production Line Worker (Food Processing)	\$14.45
21110	Shipping Packer	\$14.85
21130	Shipping/Receiving Clerk	\$14.85
21140	Store Worker I	\$11.35
21150	Stock Clerk	\$15.02
21210	Tools and Parts Attendant	\$14.45
21410	Warehouse Specialist	\$14.45
23000	Mechanics and Maintenance and Repair Occupations	
23010	Aerospace Structural Welder	\$26.79
23019	Aircraft Logs and Records Technician	\$21.23
23021	Aircraft Mechanic I	\$25.45
23022	Aircraft Mechanic II	\$26.79
23023	Aircraft Mechanic III	\$28.12
23040	Aircraft Mechanic Helper	\$18.55
23050	Aircraft, Painter	\$24.04

23060	Aircraft Servicer	\$21.23
23070	Aircraft Survival Flight Equipment Technician	\$24.04
23080	Aircraft Worker	\$22.63
23091	Aircrew Life Support Equipment (ALSE) Mechanic I	\$22.63
23092	Aircrew Life Support Equipment (ALSE) Mechanic II	\$25.45
23110	Appliance Mechanic	\$19.13
23120	Bicycle Repairer	\$12.54
23125	Cable Splicer	\$31.75
23130	Carpenter, Maintenance	\$17.32
23140	Carpet Layer	\$19.80
23160	Electrician, Maintenance	\$21.25
23181	Electronics Technician Maintenance I	\$21.42
23182	Electronics Technician Maintenance II	\$22.77
23183	Electronics Technician Maintenance III	\$24.09
23260	Fabric Worker	\$18.58
23290	Fire Alarm System Mechanic	\$22.26
23310	Fire Extinguisher Repairer	\$17.39
23311	Fuel Distribution System Mechanic	\$24.43
23312	Fuel Distribution System Operator	\$17.45
23370	General Maintenance Worker	\$16.18
23380	Ground Support Equipment Mechanic	\$25.45
23381	Ground Support Equipment Servicer	\$21.23
23382	Ground Support Equipment Worker	\$22.63
23391	Gunsmith I	\$17.39
23392	Gunsmith II	\$19.80
23393	Gunsmith III	\$22.26
23410	Heating, Ventilation and Air Conditioning Mechanic	\$22.55
23411	Heating, Ventilation and Air Conditioning Mechanic (Research Facility)	\$23.71
23430	Heavy Equipment Mechanic	\$22.86
23440	Heavy Equipment Operator	\$19.30
23460	Instrument Mechanic	\$22.26
23465	Laboratory/Shelter Mechanic	\$21.04
23470	Laborer	\$12.67
23510	Locksmith	\$21.04
23530	Machinery Maintenance Mechanic	\$19.64
23550	Machinist, Maintenance	\$17.57
23580	Maintenance Trades Helper	\$16.21
23591	Metrology Technician I	\$22.26
23592	Metrology Technician II	\$23.43
23593	Metrology Technician III	\$24.59
23640	Millwright	\$22.13
23710	Office Appliance Repairer	\$20.71
23760	Painter, Maintenance	\$15.16
23790	Pipefitter, Maintenance	\$22.27
23810	Plumber, Maintenance	\$20.78
23820	Pneudraulic Systems Mechanic	\$22.26
23850	Rigger	\$22.26
23870	Scale Mechanic	\$19.80
23890	Sheet Metal Worker, Maintenance	\$17.81
23910	Small Engine Mechanic	\$16.36
23931	Telecommunications Mechanic I	\$25.96
23932	Telecommunications Mechanic II	\$27.33
23950	Telephone Lineman	\$20.80
23960	Welder, Combination, Maintenance	\$17.21
23965	Well Driller	\$22.26
23970	Woodcraft Worker	\$22.26
23980	Woodworker	\$16.26
24000	Personal Needs Occupations	

24550	Case Manager	\$11.42
24570	Child Care Attendant	\$9.54
24580	Child Care Center Clerk	\$11.89
24610	Chore Aide	\$10.74
24620	Family Readiness and Support Services Coordinator	\$11.42
24630	Homemaker	\$15.28
25000	Plant and System Operations Occupations	
25010	Boiler Tender	\$22.55
25040	Sewage Plant Operator	\$21.72
25070	Stationary Engineer	\$22.55
25190	Ventilation Equipment Tender	\$16.26
25210	Water Treatment Plant Operator	\$21.72
27000	Protective Service Occupations	
27004	Alarm Monitor	\$13.98
27007	Baggage Inspector	\$12.48
27008	Corrections Officer	\$18.66
27010	Court Security Officer	\$18.66
27030	Detection Dog Handler	\$13.98
27040	Detention Officer	\$18.66
27070	Firefighter	\$16.96
27101	Guard I	\$12.48
27102	Guard II	\$13.98
27131	Police Officer I	\$22.41
27132	Police Officer II	\$24.90
28000	Recreation Occupations	
28041	Carnival Equipment Operator	\$12.27
28042	Carnival Equipment Repairer	\$13.11
28043	Carnival Worker	\$9.70
28210	Gate Attendant/Gate Tender	\$16.33
28310	Lifeguard	\$11.01
28350	Park Attendant (Aide)	\$18.26
28510	Recreation Aide/Health Facility Attendant	\$13.32
28515	Recreation Specialist	\$19.46
28630	Sports Official	\$14.54
28690	Swimming Pool Operator	\$15.24
29000	Stevedoring/Longshoremen Occupational Services	
29010	Blocker and Bracer	\$19.85
29020	Hatch Tender	\$19.85
29030	Line Handler	\$19.85
29041	Stevedore I	\$18.62
29042	Stevedore II	\$21.09
30000	Technical Occupations	
30010	Air Traffic Control Specialist, Center (HFO) (see 2)	\$37.52
30011	Air Traffic Control Specialist, Station (HFO) (see 2)	\$25.87
30012	Air Traffic Control Specialist, Terminal (HFO) (see 2)	\$28.49
30021	Archeological Technician I	\$16.60
30022	Archeological Technician II	\$18.57
30023	Archeological Technician III	\$22.99
30030	Cartographic Technician	\$22.99
30040	Civil Engineering Technician	\$21.44
30051	Cryogenic Technician I	\$25.47
30052	Cryogenic Technician II	\$28.13
30061	Drafter/CAD Operator I	\$16.60
30062	Drafter/CAD Operator II	\$18.57
30063	Drafter/CAD Operator III	\$20.69
30064	Drafter/CAD Operator IV	\$25.47
30081	Engineering Technician I	\$13.82
30082	Engineering Technician II	\$15.52
30083	Engineering Technician III	\$17.36

30084	Engineering Technician IV	\$21.50
30085	Engineering Technician V	\$26.31
30086	Engineering Technician VI	\$31.83
30090	Environmental Technician	\$22.99
30095	Evidence Control Specialist	\$22.99
30210	Laboratory Technician	\$19.93
30221	Latent Fingerprint Technician I	\$25.47
30222	Latent Fingerprint Technician II	\$28.13
30240	Mathematical Technician	\$22.99
30361	Paralegal/Legal Assistant I	\$18.68
30362	Paralegal/Legal Assistant II	\$23.13
30363	Paralegal/Legal Assistant III	\$28.30
30364	Paralegal/Legal Assistant IV	\$34.24
30375	Petroleum Supply Specialist	\$28.13
30390	Photo Optics Technician	\$22.15
30395	Radiation Control Technician	\$28.13
30461	Technical Writer I	\$22.34
30462	Technical Writer II	\$27.34
30463	Technical Writer III	\$33.07
30491	Unexploded Ordnance (UXO) Technician I	\$23.85
30492	Unexploded Ordnance (UXO) Technician II	\$28.85
30493	Unexploded Ordnance (UXO) Technician III	\$34.58
30494	Unexploded (UXO) Safety Escort	\$23.85
30495	Unexploded (UXO) Sweep Personnel	\$23.85
30501	Weather Forecaster I	\$25.47
30502	Weather Forecaster II	\$30.98
30620	Weather Observer, Combined Upper Air or Surface Programs (see 2)	\$20.69
30621	Weather Observer, Senior (see 2)	\$22.99
31000	Transportation/Mobile Equipment Operation Occupations	
31010	Airplane Pilot	\$28.85
31020	Bus Aide	\$12.65
31030	Bus Driver	\$16.93
31043	Driver Courier	\$13.18
31260	Parking and Lot Attendant	\$11.78
31290	Shuttle Bus Driver	\$14.13
31310	Taxi Driver	\$11.58
31361	Truck driver, Light	\$14.13
31362	Truck driver, Medium	\$15.91
31363	Truck driver, Heavy	\$18.75
31364	Truck driver, Tractor Trailer	\$18.75
99000	Miscellaneous Occupations	
99020	Cabin Safety Specialist	\$14.07
99030	Cashier	\$9.82
99050	Desk Clerk	\$10.83
99095	Embalmer	\$30.00
99130	Flight Follower	\$23.85
99251	Laboratory Animal Caretaker I	\$13.60
99252	Laboratory Animal Caretaker II	\$14.73
99260	Marketing Analyst	\$24.70
99310	Mortician	\$30.00
99410	Pest Controller	\$18.51
99510	Photofinishing Worker	\$12.98
99710	Recycling Laborer	\$14.86
99711	Recycling Specialist	\$17.37
99730	Refuse Collector	\$13.49
99810	Sales Clerk	\$11.66
99820	School Crossing Guard	\$12.56
99830	Survey Party Chief	\$17.44
99831	Surveying Aide	\$11.49

99832	Surveying Technician	\$15.74
99840	Vending Machine Attendant	\$16.17
99841	Vending Machine Repairer	\$19.73
99842	Vending Machine Repairer Helper	\$16.17

Note: Executive Order (EO) - 13706, Establishing Paid Sick Leave for Federal Contractors, applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January - 1, 2017. If this contract is covered by the EO, the contractor must provide employees with - 1 hour of paid sick leave for every - 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is the victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: Life, accident, and health insurance plans, sick leave, pension plans, civic and personal leave, severance pay, and savings and thrift plans.

Minimum employer contributions costing an average of \$4.41 per hour computed on the basis of all hours worked by service employees employed on the contract.

HEALTH & WELFARE EO - 13706: Minimum employer contributions costing an average of \$4.

13 per hour computed on the basis of all hours worked by service employees employed on the covered contracts.

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

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

(Reg. 29 CFR 4.173)

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

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

1) **COMPUTER EMPLOYEES:** Under the SCA at section 8(b), this wage determination does not apply to any employee who individually qualifies as a bona fide executive, administrative, or professional employee as defined in - 29 C.F.R. Part 541. Because most Computer System Analysts and Computer Programmers who are compensated at a rate not less than \$27.63 (or on a salary or fee basis at a rate not less than \$455 per week) an hour would likely qualify as exempt computer professionals, (29 C.F.R. 541. 400) wage rates may not be listed on this wage determination for all occupations within those job families. In addition, because this wage determination may not list a wage rate for some or all occupations within those job families if the survey data indicates that the prevailing wage rate for the occupation equals or exceeds \$27.63 per hour conformances may be necessary for certain nonexempt employees. For example, if an individual employee is nonexempt but nevertheless performs duties within the scope of one of the Computer Systems Analyst or Computer Programmer occupations for which this wage determination does not specify an SCA wage rate, then the wage rate for that employee must be conformed in accordance with the conformance procedures described in the conformance note included on this wage determination.

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

- (1) The application of systems analysis techniques and procedures, including consulting with users, to determine hardware, software or system functional specifications;
- (2) The design, development, documentation, analysis, creation, testing or modification of computer systems or programs, including prototypes, based on and related to user or system design specifications;

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

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

2) AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional - 10% of basic pay for any hours worked between 6pm and 6am.

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

**** HAZARDOUS PAY DIFFERENTIAL ****

An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder.

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

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

**** UNIFORM ALLOWANCE ****

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

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

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

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

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

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of

skill comparison) between such unlisted classifications and the classifications listed in the wage determination (See 29 CFR 4.6(b)(2)(i)). Such conforming procedures shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees (See 29 CFR 4.6(b)(2)(ii)). The Wage and Hour Division shall make a final determination of conformed classification, wage rate, and/or fringe benefits which shall be paid to all employees performing in the classification from the first day of work on which contract work is performed by them in the classification. Failure to pay such unlisted employees the compensation agreed upon by the interested parties and/or fully determined by the Wage and Hour Division retroactive to the date such class of employees commenced contract work shall be a violation of the Act and this contract. (See 29 CFR 4.6(b)(2)(v)). When multiple wage determinations are included in a contract, a separate SF-1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

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

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

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

Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination (See 29 CFR 4.152(c)(1)).

SECTION E - SOLICITATION PROVISIONS

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

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

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

- (1) The solicitation number;
- (2) The time specified in the solicitation for receipt of offers;
- (3) The name, address, and telephone number of the offeror;
- (4) A technical description of the items being offered in sufficient detail to evaluate compliance with the requirements in the solicitation. This may include product literature, or other documents, if necessary;
- (5) Terms of any express warranty;
- (6) Price and any discount terms;
- (7) "Remit to" address, if different than mailing address;
- (8) A completed copy of the representations and certifications at FAR 52.212-3 (see FAR 52.212-3(b) for those representations and certifications that the offeror shall complete electronically);
- (9) Acknowledgment of Solicitation Amendments;
- (10) Past performance information, when included as an evaluation factor, to include recent and relevant contracts for the same or similar items and other references (including contract numbers, points of contact with telephone numbers and other relevant information); and
- (11) If the offer is not submitted on the SF 1449, include a statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation. Offers that fail to furnish required representations or information, or reject the terms and conditions of the solicitation may be excluded from consideration.

(c) *Period for acceptance of offers.* The offeror agrees to hold the prices in its offer firm for 30 calendar days from the date specified for receipt of offers, unless another time period is specified in an addendum to the solicitation.

(d) *Product samples.* When required by the solicitation, product samples shall be submitted at or prior to the time specified for receipt of offers. Unless otherwise specified in this solicitation, these samples shall be submitted at no expense to the Government, and returned at the sender's request and expense, unless they are destroyed during preaward testing.

(e) *Multiple offers.* Offerors are encouraged to submit multiple offers presenting alternative terms and conditions, including alternative line items (provided that the alternative line items are consistent with subpart 4.10 of the Federal Acquisition Regulation), or alternative commercial items for satisfying the requirements of this solicitation. Each offer submitted will be evaluated separately.

(f) *Late submissions, modifications, revisions, and withdrawals of offers.*

(1) Offerors are responsible for submitting offers, and any modifications, revisions, or withdrawals, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If

no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that offers or revisions are due.

(2)(i) Any offer, modification, revision, or withdrawal of an offer received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and—

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

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

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

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

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

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

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

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

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

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

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

Suite 8100 470 East L'Enfant Plaza, SW
Washington, DC 20407
Telephone (202) 619-8925
Facsimile (202) 619-8978.

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

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

- (i) ASSIST (<https://assist.dla.mil/online/start/>);
- (ii) Quick Search (<http://quicksearch.dla.mil/>);
- (iii) ASSISTdocs.com (<http://assistdocs.com>).

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

- (i) Using the ASSIST Shopping Wizard (<https://assist.dla.mil/wizard/index.cfm>);
- (ii) Phoning the DoDSSP Customer Service Desk (215) 697-2179, Mon-Fri, 0730 to 1600 EST; or
- (iii) Ordering from DoDSSP, Building 4, Section D, 700 Robbins Avenue, Philadelphia, PA 19111-5094, Telephone (215) 697-2667/2179, Facsimile (215) 697-1462.

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

(j) *Unique entity identifier.* (Applies to all offers exceeding \$10,000, and offers of \$10,000 or less if the solicitation requires the Contractor to be registered in the System for Award Management (SAM) database.) The Offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "Unique Entity Identifier" followed by the unique entity identifier that identifies the Offeror's name and address. The Offeror also shall enter its Electronic Funds Transfer (EFT) indicator, if applicable. The EFT indicator is a four-character suffix to the unique entity identifier. The suffix is assigned at the discretion of the Offeror to establish additional SAM records for identifying alternative EFT accounts (see subpart 32.11) for the same entity. If the Offeror does not have a unique entity identifier, it should contact the entity designated at www.sam.gov for unique entity identifier establishment directly to obtain one. The Offeror should indicate that it is an offeror for a Government contract when contacting the entity designated at www.sam.gov for establishing the unique entity identifier.

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

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

- (1) The agency's evaluation of the significant weak or deficient factors in the debriefed offeror's offer.
- (2) The overall evaluated cost or price and technical rating of the successful and the debriefed offeror and past performance information on the debriefed offeror.
- (3) The overall ranking of all offerors, when any ranking was developed by the agency during source selection.

(4) A summary of the rationale for award;

(5) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.

(6) Reasonable responses to relevant questions posed by the debriefed offeror as to whether source-selection procedures set forth in the solicitation, applicable regulations, and other applicable authorities were followed by the agency.

(End of Provision)

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

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

TIERED EVALUATIONS INCLUDING SMALL BUSINESS CONCERNS: This solicitation is being issued as a tiered evaluation for SDVOSB concerns, or in the alternative, a tiered evaluation for VOSB concerns, or in the alternative, a set-aside for other small business concerns with HUBZone small business concerns and 8(a) participants having priority. If award cannot be made, the solicitation will be cancelled and the requirement resolicited.

(b) 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 52.212-3 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 N/A.

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

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

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

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

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

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

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

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

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

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

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

(ii) It [] is, [] is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(7)(i) of this provision is accurate for each EDWOSB concern participating in the joint venture. [*The offeror shall enter the name or names of the EDWOSB concern and other small businesses that are participating in the joint venture: _____.*] Each EDWOSB concern participating in the joint venture shall submit a separate signed copy of the EDWOSB representation. **Note:** Complete paragraphs (c)(8) and (c)(9) only if this solicitation is expected to exceed the simplified acquisition threshold.

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

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

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

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

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

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

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

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

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

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

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

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

(e) *Certification Regarding Payments to Influence Federal Transactions* (31 U.S.C. 1352). (Applies only if the contract is expected to exceed \$150,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of

Lobbying Activities, to provide the name of the registrants. The offeror need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.

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

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

(2) Foreign End Products:

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

[List as necessary]

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

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

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

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

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

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

[List as necessary]

(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) of this provision) as defined in the clause of this solicitation entitled “Buy American—Free Trade Agreements—Israeli Trade Act.” The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end

products, i.e., an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of “domestic end product.”

Other Foreign End Products:

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

[List as necessary]

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

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

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

Canadian End Products:

Line Item No.

[List as necessary]

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

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

Canadian or Israeli End Products:

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

[List as necessary]

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

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

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

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

[List as necessary]

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

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

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

Other End Products:

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

[List as necessary]

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

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

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

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

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

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

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

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

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

(ii) *Examples.*

(A) The taxpayer has received a statutory notice of deficiency, under I.R.C. Sec. 6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax

because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

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

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

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

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

(1) *Listed end products.*

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

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

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

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

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

(2) Outside the United States.

(k) *Certificates regarding exemptions from the application of the Service Contract Labor Standards.* (Certification by the offeror as to its compliance with respect to the contract also constitutes its certification as to compliance by its subcontractor if it subcontracts out the exempt services.) *[The contracting officer is to check a box to indicate if paragraph (k)(1) or (k)(2) applies.]*

(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.

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

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

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

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

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

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

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

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

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

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

Immediate owner CAGE code: ____.

Immediate owner legal name: ____.

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

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

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

Highest-level owner CAGE code: ____.

Highest-level owner legal name: ____.

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

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

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

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

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

(2) The Offeror represents that—

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

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

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

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

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

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

Predecessor legal name: ____.

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

(s) [Reserved]

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

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

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

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

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

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

(u)(1) In accordance with section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions), Government agencies are not permitted to use appropriated (or otherwise made available) funds for contracts with an entity that requires employees or subcontractors of such entity seeking to report waste, fraud, or abuse to sign internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

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

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

(End of Provision)

E.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:

John Milroy, Contract Specialist

John Milroy

Hand-Carried Address:

NCO 23
Department of Veterans Affairs
Attention: John Milroy
2011 West 26th Street
Sioux Falls SD 57105
Mailing Address:
Department of Veterans Affairs
NCO 23
Attention: John Milroy
2501 W 22nd Street
Sioux Falls SD 57105

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

(End of Provision)

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

- (a) Any protest filed by an interested party shall:
- (1) Include the name, address, fax number, and telephone number of the protester;
 - (2) Identify the solicitation and/or contract number;
 - (3) Include an original signed by the protester or the protester's representative and at least one copy;
 - (4) Set forth a detailed statement of the legal and factual grounds of the protest, including a description of resulting prejudice to the protester, and provide copies of relevant documents;
 - (5) Specifically request a ruling of the individual upon whom the protest is served;
 - (6) State the form of relief requested; and
 - (7) Provide all information establishing the timeliness of the protest.
- (b) Failure to comply with the above may result in dismissal of the protest without further consideration.
- (c) Bidders/offerors and contracting officers are encouraged to use alternative dispute resolution (ADR) procedures to resolve protests at any stage in the protest process. If ADR is used, the Department of Veterans Affairs will not furnish any documentation in an ADR proceeding beyond what is allowed by the Federal Acquisition Regulation.

(End of Provision)

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

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

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

Director, Office of Construction and Facilities Management
811 Vermont Avenue, N.W.
Washington, DC 20420

E.6 VAAR 852.270-1 REPRESENTATIVES OF CONTRACTING OFFICERS (JAN 2008)

The contracting officer reserves the right to designate representatives to act for him/her in furnishing technical guidance and advice or generally monitor the work to be performed under this contract. Such

designation will be in writing and will define the scope and limitation of the designee's authority. A copy of the designation shall be furnished to the contractor.

(End of Provision)