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SECTION B - CONTINUATION OF SF 1449 BLOCKS

B.1 CONTRACT ADMINISTRATION DATA

1. CONTRACT ADMINISTRATION: All contract administration matters will be handled by the following individuals:

a. CONTRACTOR: _____

b. GOVERNMENT: Department of Veterans Affairs
Soledad De La Torre, Contract Specialist
VISN 22 Network Contracting Office
4811 Airport Plaza Drive, Suite 600
Long Beach CA 90815

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

52.232-34, Payment by Electronic Funds Transfer - Other than Central Contractor Registration, or

52.232-36, Payment by Third Party

3. INVOICES: Invoices shall be submitted in arrears:

a. Quarterly

b. Semi-Annually

c. Other MONTHLY

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

Department of Veterans Affairs
Financial Services Center

Contractor shall bill in arrears to:

Tungsten Network

<http://www.tungsten-network.com/us/>

Tungsten e-Invoice Setup Information: 1-877-489-6135

Tungsten e-Invoice email: VA.Registration@Tungsten-Network.com

FSC e-Invoice Contact Information: 1-877-353-9791

FSC e-Invoice email: vafscshd@va.gov

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

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

6. DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER: In accordance with FAR Provision 52.212-1 paragraph (j), please provide the Dun and Bradstreet Number assigned to your firm in the space provided below:

DUNS# ____ - ____ - ____ - ____ - ____ - ____

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

This solicitation includes VAAR 852.219-10, Service-Disabled Veteran-Owned Small Business. Accordingly, any contract resulting from this solicitation will include this clause. The contractor is advised in performing contract administration functions, the CO may use the services of a support contractor(s) retained by VA to assist in assessing the contractor's compliance with the limitations on subcontracting or percentage of work performance requirements specified in the clause. To that end, the support contractor(s) may require access to contractor's offices where the contractor's business records or other proprietary data are retained and to review such business records regarding the contractor's compliance with this requirement. All support contractors conducting this review on behalf of VA will be required to sign an "Information Protection and Non-Disclosure and Disclosure of Conflicts of Interest Agreement" to ensure the contractor's business records or other proprietary data reviewed or obtained in the course of assisting the CO in assessing the contractor for compliance are protected to ensure information or data is not improperly disclosed or other impropriety occurs. Furthermore, if VA determines any services the support contractor(s) will perform in assessing compliance are advisory and assistance services as defined in FAR 2.101, Definitions, the support contractor(s) must also enter into an agreement with the contractor to protect proprietary information as required by FAR 9.505-4, obtaining access to proprietary information, paragraph (b). The contractor is required to cooperate fully and make available any records as may be required to enable the CO to assess the contractor's compliance with the limitations on subcontracting or percentage of work performance requirement.

B.3 SCHEDULE OF SERVICES AND PRICE

The contractor's price includes all labor and materials in order to provide Life Safety Assessment Environment of Care Review and e-SOC Update Services for the VA San Diego Healthcare Systems (VASDHS). All work to be performed at the VASDHS located at 3350 La Jolla Village Drive, San Diego CA 92161.

The contract period shall be for one single year (4 months). The Period of Performance is from January 15, 2019 through April 14, 2019. This is a Firm Fixed Price (FFP).

ITEM INFORMATION

SINGLE YEAR (4 MONTHS): JANUARY 15, 2019 THRU APRIL 14, 2019

| ITEM NUMBER | DESCRIPTION OF SUPPLIES/SERVICES | QTY | UNIT | UNIT PRICE | AMOUNT |
|---------------------------|---|------------|-------------|-------------------|---------------|
| 0001 | The Contractor shall perform a survey of Building #1 and Building #11 and provide Life Safety Assessment Environment of Care Review and e-SOC Update Services | 4 | MO | \$ | \$ |
| SINGLE YEAR TOTAL: | | | | | \$ |

AGGREGGATE TOTAL

| SCHEDULE OF SERVICES AND PRICING VA SAN DIEGO HEALTHCARE SYSTEM | | |
|--|--------------------------------------|---------------------|
| PERIOD OF PERFORMANCE | | DOLLAR VALUE |
| SINGLE YEAR (4 MONTHS) | January 15, 2018 thru April 14, 2019 | \$ |
| SINGLE YEAR TOTAL | | \$ |

B.4 STATEMENT OF WORK (SOW)

1. INTRODUCTION

The Contractor shall provide all necessary and appropriate labor, supervision, tools, materials, supplies, and equipment necessary to provide Life Safety Assessment Environment of Care Review and e-SOC Update Services for the VA San Diego Healthcare Systems (VASDHS).

2. BACKGROUND

The VA San Diego Healthcare System (VASDHS) located at 3350 La Jolla Village Drive, San Diego, CA 92161 is part of the Desert Pacific Healthcare Network (VISN 22), and is one of the most diversified tertiary health care providers in the VA. It is a teaching hospital, providing a full range of patient services, with state-of-the art technology as well as education and research. The hospital contracts with a Fire Protection Engineer every three years to conduct a Life Safety Code survey of the buildings, update all Life Safety drawings, document deficiencies, identify appropriate occupancy classifications, and recommend corrective actions. This survey is used to ensure that the facility meets Life Safety Code standards and has an updated Statement of Conditions as required by The Joint Commission.

3. PROJECT SCOPE

The project scope is as follows:

- a. The Contractor shall perform a survey of Building #1 and Building #11. Building #1 is a 1 million square foot 6-story structure with a basement to include 7 interstitial spaces. Building #1 houses the OR, Pre-Op, Radiology, Special Procedures, SPS, Clinical Laboratory, Primary Care Clinics, assembly, mercantile, and storage occupancies. (Note: Building 1 is constructed and built with Asbestos Containing Materials (ACM) therefore all personnel conducting the life safety assessment must possess a current 2-hour Asbestos awareness training and current half mask respirator fit test.) Building 11 is a 100,000-square foot 3-story building with a basement and 3 interstitial spaces that provide Dental and Spinal Rehabilitation services.
- b. The Contractor shall determine compliance with National Fire Protection Association (NFPA) 101 2018 edition. Deviations from NFPA 101 must be identified and documented so Plans for Improvement (PFI), Statement of Conditions (SOC), and Interim Life Safety Measures can be developed along with TJC equivalencies and/or waivers if required.
- c. The Contractor shall review and assess for compliance to the latest TJC Life Safety Standards LS.01.01.01 through LS.03.01.70.
- d. The Contractor shall review and assess for compliance to the latest TJC Environment of Care Chapter EC.02.02.01 & EC.02.06.05.
- e. The Contractor shall provide recommendations for the appropriate occupancy classification for each section of the building and provide drawings of each area. The recommendations must include a review of recently renovated projects that affected previously designated occupancy classifications.
- f. The Contractor shall evaluate existing fire and smoke barrier walls and make recommendations for decommissioning walls and cross corridor doors that are no longer needed.

- g. The Contractor shall conduct a random survey of the fire and smoke barrier walls above the ceiling to confirm location and construction for not less than 80% of the fire and smoke barrier walls.
- h. The Contractor shall provide listing of all Deficiencies (along with digital photographs) on redlined drawings for future repair.
- i. The Contractor shall review the electronic Statement of Conditions (eSOC) and assist in its update.

The Contractor shall perform the following:

- a. The Contractor shall review e-BBI and note any discrepancies with as-built conditions.
- b. The Contractor shall review existing set of life safety drawings and note any discrepancies with as-built conditions.
- c. The Contractor shall provide 2 copies of 11 x 17 & 8-1/2 x11 life safety drawings that identify fire barriers, smoke barriers, smoke compartment names and areas, suite names, types and areas, exits, hazardous areas and occupancy classifications and total area for each floor along with digital copies.
- d. The Contractor shall note the location of any equivalencies approved by The Joint Commission on the drawings.
- e. The Contractor shall provide a list of Life Safety Code and related findings on a spreadsheet that includes all fields contained within the Joint Commission e-PFI (e.g., finding number, location, date identified, NFPA reference, finding, corrective action, digital photographs, etc.).
- f. The Contractor shall identify the Identify all findings on a duplicate set of life safety drawings.
- g. The Contractor shall submit three copies of the SOC for review.
- h. The Contractor shall provide one master and two numbered hardcopies of the SOC documents and a computer CD containing the final SOC documents and drawings in Microsoft Word, PDF, and DWG format.
- i. The Contractor shall provide telephone/electronic e-mail support on the 2019 Statement of Condition or other fire related issues for a total for a total of 25 hours.
- j. The Contractor shall conduct an exit conference after the completion of all surveys with the staff to discuss findings for an expected total conference time of 2 hours.
- k. The facility survey will occur on consecutive days, unless a different schedule is approved by the VA Engineering staff or designee. The on-site portion of all the surveys must be completed within 90 days of task order issuance, or as directed by VA Engineering staff or designee. Draft documentation must be submitted within 30 days of site survey completion, or as directed by VA Engineering staff or designee. VA will have 20 days to review and return comments to Contractor. Final documents will be submitted within 30 days of receipt by Contractor of VA written review comments, or as directed by VA Engineering staff or designee.

4. SPECIFIC TASK

The specific task are as follows:

- a. The Contractor shall identify the locations of all hazardous areas on drawings.
- b. The Contractor shall identify the location of all fire-rated and smoke barriers.
- c. The Contractor shall determine and delineate suite boundaries, occupancies, occupant loads, including the size of the identified suites.
- d. The Contractor shall identify the location of designated smoke compartments.
- e. The Contractor shall identify the location of chutes and shafts.
- f. The Contractor shall review and provide corrective action for deficiency resolution through SPFI per LS.01.01.01 EP 4, update SOC, and prepare waivers and/or equivalency requests as necessary.
- g. The Contractor shall review Life Safety Standard Operating Procedure, Fire Safety Management Plan, Life Safety Management Plan, Interim Life Safety Measure Standard Operating Procedure and Utility Management Plan.
- h. The Contractor shall review the maintenance of fire safety equipment.
- i. The Contractor shall review and update existing Egress analysis.
- j. The Contractor shall identify and document pre-existing life safety deficiencies and provide directions for correction and implementation of ILSM.
- k. The Contractor shall identify and document potential life safety deficiencies based on ongoing renovation and construction projects.

5. CONTRACTOR QUALIFICATION AND REQUIREMENTS

The Life Safety Code, published by the National Fire Protection Association (NFPA), is updated every 3 years. The Joint Commission (TJC) Life Safety Chapter Standards are frequently updated to reflect the latest published NFPA code. A minimum, 5-year experience requirement, is necessary to allow a licensed professional Fire Protection Engineer to gain the experience with the 3-year cycle changes in the NFPA and TJC standards. The code and standard updates present trends that are necessary in understanding and evaluating existing Healthcare Facilities for future Joint Commission accreditations.

The Contractors Qualifications and Requirements are as follows:

- 1) The Contractor must have 5 years of experience in Fire Protection Engineering Principles and must be a licensed professional engineer (PE).
 - a. The Contractor shall provide documentation to reflect a current valid PE license in Fire Protection (any U.S. state/territory) with at least 5 years of continual, uninterrupted registration.
- 2) The Contractor must have 5 years of experience conducting physical on-site life safety assessments.
 - a. The Contractor shall provide a list of projects that involved on-site Life Safety Assessment using the National Fire Protection Association Code and the Joint Commission Standards and development of Basic Building Information, Egress analysis, Statement of Conditions, and Specific Plan for Improvement with the VA healthcare

facilities. The list must include name of the facility/owner/owner representative and the project completion date.

- 3) The Contractor must have 5 years of experience working with the current editions of the National Fire Protection Association and Standards.
 - a. The Contractor shall provide a list of projects that involved design of Life Safety and Fire Protection drawings for healthcare occupancies using the National Fire Protection Association Code. The projects must reference assessment and development of Basic Building Information and Egress analysis. The list must include name of the facility/owner/owner representative and the project completion date.

- 4) The Contractor must have 5 years of experience working with the Joint Commission Accreditation standards.
 - a. The Contractor shall provide a list of projects that involved Life Safety Assessment with the National Fire Protection Association Code and the Joint Commission Standards and development of Basic Building Information, Egress analysis, Statement of Conditions, and Specific Plan for Improvement with the healthcare facilities. The list must include name of the facility/owner/owner representative and the project completion date.

- 5) The Contractor conducting the assessment shall have current 2-hour Asbestos Hazard Emergency Response Act (AHERA) asbestos awareness training and half mask respirator fit test.
 - a. The Contractor shall provide a current 2-hour AHERA asbestos awareness training certificate and certified with half mask respirator test. A statement describing the ability to attain (immediately post award) the training certificate and respirator test will be acceptable.

6. PROTECTION OF EXISTING STRUCTURES, EQUIPMENT, UTILITIES, AND IMPROVEMENTS

The Contractor shall preserve and protect all structures and equipment on or adjacent to the work site. The Contractor must replace at his own expense damage to such items to the satisfaction of the Contracting Officer.

Contractor shall take all measures and provide all materials necessary for protecting and preserving existing equipment and property in affected areas of installation against dust, debris and physical damage, so that equipment and affected areas to be used in VA operations will not be hindered. Contractor must permit access to VA personnel through installation areas as required for maintenance and normal Medical Center operations.

When the installation area is turned over to the Contractor, the Contractor must accept entire responsibility therefore. Contractor must maintain in operating condition, existing fire protection, alarm equipment and other operating equipment in the installation area. **IT IS VERY IMPORTANT THAT ESSENTIAL AND LIFE SAFETY SYSTEMS BE CONTINUOUSLY MAINTAINED AND NOT INTERRUPTED WITHOUT ONE WEEK PRIOR WRITTEN NOTICE AND APPROVAL FROM THE VA MEDICAL CENTER.**

7. SIGN-IN PROCEDURES

A valid state driver's license or state identification card is mandatory for all employees to have access to this facility. All Contractor employees are required to wear the assigned VA badge at all times.

8. CONTRACT AWARD MEETING AND COMMENCEMENT OF WORK

The Contractor shall not commence performance on the tasks in this SOW until the CO has conducted a kick-off meeting, or has advised the contractor that a kick off meeting shall not be required based on the request of the customer.

9. CONTRACTOR SUBMITTALS /INSURANCE REQUIREMENTS

Contractor shall provide copies of the following: The Contractor is required to comply with Federal and State Workers Compensation and liability insurance and occupational disease status. Reference FAR clause 52.228-5-Insurance and Subpart 28.307-2-Liability. Within 15 days of contract award the Contractor shall furnish to the Contracting Officer certification from his/her insurance company indicating that the coverage has been obtained and that it may not be changed or cancelled without guaranteed thirty (30) day notice to the Contracting Officer. New certifications shall be furnished prior to the expiration date.

If occupational diseases are not compensable under those statutes, they shall be covered under the employers' liability section of the insurance policy, except when contract operations are so commingled with Contractors' commercial operations that it would not be practical to require this coverage. Employers' liability coverage of at least \$100,000 shall be required, except in States with exclusive or monopolistic funds that do not permit workers' compensation to be written by private carriers.

General liability (1) The Contracting Officer shall require bodily injury liability insurance coverage written on the comprehensive form of policy of at least \$ 500,000 per occurrence. (2) Property damage liability insurance shall be required only in special circumstances as determined by the agency.

The Contractor shall be responsible for obtaining all necessary and current licenses, permits, vehicular insurance and registration, Workman's Compensatory Liability Insurance, property liability insurance etc., prior to the start date of these services. The Contractor shall provide the Contracting Officer copies of these required documents immediately after award of contract.

10. RISK CONTROL

The medical services at the designated locations will remain operational during the execution of this work; Contractor shall take all precautions to minimize disruption to daily routine tasks performed in those services. Patients care shall remain a top concern for the Contractor and his employees while performing the work.

11. DAMAGE TO GOVERNMENT PROPERTY

Contractors shall be responsible for replacement of any structure damaged and/or ruined at the fault of the Contractor. The Contractor shall bear all costs associated with replacement and reinstallation. Any such damage shall be brought to the immediate attention of the appointed COR prior to repair, replacement, and installation. At the Government's discretion, the Contractor shall either repair or replace the property, or reimburse the Government the full amount for all property damage(s).

12. COMPLAINTS

Contractor shall promptly and courteously respond to complaints within 3 working days. Including complaints brought to Contractor's attention by the CO. Contractor shall maintain a written record of all complaints, both written and oral showing the identity of the individual, the nature of the complaint, and Contractor's response. Contractor shall permit the Government to inspect such records upon reasonable notice.

13. CONTRACTING OFFICER REPRESENTATIVE (COR)

The Contractor shall not accept any instructions issued by any other person(s) other than the contracting officer. The government may appoint a COR, if so, a Delegation of Authority letter shall be forwarded to the using service and the Contractor after contract has been signed, identifying the individual(s) as the COR(s).

Delegation of Authority letter(s) shall be forwarded to the Contractor after contract award identifying the COR(s) and all representatives of VASDHS authorized to order services and to accept or reject services from the Contractor. This designation shall be furnished in writing to the Contractor prior to commencement of the contract.

14. CHANGES

The Contractor is advised that only the Contracting Officer, acting within the scope of the contract has the authority to make changes which may affect the contract terms and conditions quality, quantity, price, and/or delivery. The Contractor must contact the Contracting Officer for approval in the event there are changes prior to proceeding. No other individual has the authority to make this binding changes and/or commitments. In the event that the Contractor commits to such changes at the direction of any person other than the Contracting Officer, the changes shall be considered to have been made without proper authority and no adjustment shall be made in contract price to cover any increase in costs incurred as a result thereof.

15. CONFLICT OF INTEREST

The Contractor shall not employ any person who is an employee of the United States Government if the employment of that person creates a conflict of interest. The Contractor shall not employ any person who is an employee of the Department of Veterans Affairs (VA) unless such person seeks and receives approval in accordance with VA Regulations and public law. Nor shall the Contractor employ any person who is a member of the immediate family of a VA employee employed at the VA Health Care System if the employment of that family member would create a conflict of interest or appearance of a conflict of interest, particularly with regard to influencing the contract negotiations, terms of the contract, or the work carried out under the contract.

In any such case, the VA must review the matter and give its approval in accordance with agency ethics rules. Contractor shall ensure no violation of ethics occurs between VA staff, VA patients and families of VA staff. Staff shall not accept, solicit, allow or invite gifts, gratuities, sales of items, etc. Any occurrence shall be reported to the COR along with corrective action taken, and the reports will be kept on file for the duration of the contract. The parties agree that the contract personnel working under this contract shall not be considered VA employees for any purpose and shall be considered employees of the Contractor.

16. NORMAL WORKING HOURS

Normal business hours are 8:00 AM to 4:30 PM Monday thru Friday, excluding Federal Holidays. Work completed outside this time must be requested through the COR.

Requests for after-hours work must be submitted in writing to the COR one (1) week prior to work. The VA requires that information submitted must contain: extent of work, workers involved, the affected areas, and the estimated times of operation.

17. OVERTIME AND HOLIDAYS

Any overtime or holiday pay that may be entitled to Contractor personnel performing under this contract shall be the sole responsibility of the Contractor and shall not be billed to nor reimbursed by the Government.

18. FEDERAL HOLIDAYS

Work to be accomplished during normal work hours, excluding Federal Holidays or any other holiday declared by the President of the United States as a national holiday. Whenever a scheduled pick-up falls on a federal holiday, the Contractor shall consult with the COR to determine if a deviation from the work schedule is necessary.

Listed below are the legal Government holidays.

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

19. CONTRACTOR POINT OF CONTACT

The Contractor shall assign a Point of Contact (POC) and an alternate POC for the purpose of ensuring compliance with all the terms and conditions of this contract and who shall be responsible for administration and clinical matters in the performance of services under this contract. The POC shall have full authority to act for the Contractor on all matters relating to the daily operation of this contract. The POC shall be available by telephone Monday through Friday, between 8:00 a.m. to 4:30 p.m. excluding National Holidays.

| | |
|-------------------------------|--|
| Point of Contact (Full Name): | |
| Telephone Number: | |
| E-mail Address: | |

| | |
|---|--|
| Alternate Point of Contact (Full Name): | |
| Telephone Number: | |
| E-mail Address: | |

20. SECURITY BACKGROUND CHECKS

All Contractor employees who require access to the Department of Veterans Affairs computer system shall be the subject of a background investigation and must receive a favorable adjudication from the VA Office of Security and Law Enforcement prior to contract performance. This requirement is applicable to Sub-Contractor personnel requiring the same access. The Contractor at the time of award shall certify that their employees working under this contract have had Security Background Checks prior to working at the VASDHS.

21. CONTRACTOR SECURITY REQUIREMENTS

The Office of Security and Law Enforcement provides Department-wide policy on the assignment of appropriate position sensitivity designations associated with Department of Veterans Affairs (VA) positions involving national security and public trust responsibilities, and on the level of background investigations required for applicants for, and incumbents of, those positions.

The Contractor shall be required to furnish all applicable employee information required to conduct the investigation, such as, but not limited to, the name, address, and social security number of the Contractor's personnel. The VA will provide all the necessary instructions and guidance for submission of the documents required to conduct the background investigation. Background investigations shall not be required for contract personnel assigned to Low Risk/Non-sensitive positions for 180 days or less under a single contract or series of contracts. However, a Security Access Clearance (SAC) background screening will be required for appropriate preliminary checks IAW VA Directive 0710.

The cost for such investigations shall be borne by the Contractor, either in advance or as reimbursement to the Government. The level of sensitivity shall be determined by the Government on the basis of the type of access required. The level of sensitivity will determine the depth of the investigation and the cost thereof. At this time, the current estimated costs for such investigations are as follows:

| Level of Sensitivity | Background Investigation Level | Approximate Cost |
|----------------------|--|------------------|
| Low Risk | National Agency Check with Written Inquiries | \$ 381.00 |
| Moderate Risk | Minimum Background Investigation | \$ 1,730.00 |
| High Risk | Background Investigation | \$ 4,431.00 |

22. CONTRACTOR/PERSONNEL CONDUCT

- a. The Contractor/personnel shall be required to adhere to the following standards of dress, conduct, supervision and training while performing work on Government property. It shall be subject to immediate enforcement action by the Contracting Officer if these standards are not adhered to during the period of performance of this contract. Contractor shall be responsible for training and safety precautions prescribed by OSHA regarding safety equipment and devices.
- b. The Contractor/personnel shall be fully clothed at all times, to include upper garment to cover body from the waist to the neck and long pants or slacks. Garments, which have a message, slogan or printing of any kind other than the Contractor's business attire, are prohibited. Uniforms are acceptable.

- c. The Contractor/personnel shall maintain a neat and professional appearance throughout its workforce, vehicles, equipment and maintenance areas. Uniforms are acceptable. If uniforms are used, they must be in unison among all employees.
- d. The Contractor/personnel shall not engage in loud or boisterous behavior, angry outbursts or use profane or abusive language at any time on Government premises. Playing radios and/or electronic games/devices, shall only be done at lunchtime and in a designated break area. Due to the sensitive mission of the hospital, Contractor employees will come into daily contact with individuals, therefore Contractor employees will exercise and exhibit absolute decorum, courtesy, and respect while within the hospital or at its perimeter or entrances. Inquiries from veterans or visitors shall be politely referred to Government cemetery staff. Gratuities of any kind are strictly prohibited.
- e. The Contractor/personnel shall Consume food and beverage only within areas designated by the COR. Intoxication, and violence or criminal acts of any kind will not be tolerated – and is cause for immediate removal from Government property. Use or sale of intoxicating beverages and/or drugs is strictly prohibited, and use of tobacco products is only allowed in specific areas designated by the COR.
- f. The Contractor/personnel may use either government toilet facilities located in the nearest building. Misconduct shall form basis for immediate contract enforcement action, to include immediate removal from the hospital.
- g. The Contractor shall be responsible to ensure that his/her employees (including Contractor's consultants, subContractors, etc.) are aware of all the terms and conditions set forth above in this solicitation package regarding their performance and conduct during the performance period of this contract.
- h. The Contractor shall assign a point of contact (POC) for the purpose of ensuring compliance with the provisions of the contract. The Contractor's POC must be available on site and have the ability to address performance issues. All employees should be able to read and speak English.
- i. The Contractor/personnel working under this contract shall not be considered VA employees for any purpose and shall be considered employees of the Contractor. All Contractor personnel assigned to the performance of this contract shall wear a Contractor-provided uniform or ID badge that clearly identifies the individual as a Contractor. All Contractor personnel are required to wear identification (ID badges during the entire time they are on the VA grounds. ID badges must have picture identification, name of the individual, and the represented company depicted on it.
- j. The Contractor/personnel shall not wear sandals, flip-flop style footwear, or open-toe shoes; and shall follow VA dress guidelines. A copy of this will be provided upon request.
- k. The Contractor shall ensure that the staff assigned shall be cognizant of the VA's sexual harassment and drug-free workplace policies. The Contractor may obtain a copy of this information from the COR.

23. VA POLICY & REGULATIONS

- a. **Parking:** It is the responsibility of Contractor personnel to park only in designated parking areas. Parking information is available from the VA Police. The VA shall not invalidate or make reimbursement for parking violations of Contractor's personnel under any circumstances.
- b. **Smoking:** Smoking is not permitted within or around the VA Healthcare System facilities, except in designated areas. Smoking is allowed in smoking shelters and in all outside areas that are 40

feet away from entrances to buildings unless indicated otherwise. Enclosed patios connected to facility buildings are considered part of the building and as such are non-smoking areas.

- c. Badges: All Contractor personnel shall be required to wear VA provided identification (I.D.) badges above the waist at all times while on the VA grounds. Contractors shall be required to coordinate with COR to obtain the VA provided I.D. badges for all staff. All VA provided I.D. badges shall be returned at the end of the contract or upon completion of service. Failure to wear ID badges may result in removal from any of the VA facilities and/or otherwise referred to federal property.
- d. Phones: Government telephones shall not be used for personal reasons.

SECTION C - CLAUSES

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

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

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

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

| <u>FAR Number</u> | <u>Title</u> | <u>Date</u> |
|-----------------------|--|-------------|
| 52.204-18 | COMMERCIAL AND GOVERNMENT ENTITY CODE MAINTENANCE | JUL 2016 |
| 52.232-40 | PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS | DEC 2013 |
| 52.204-9 | PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL | JAN 2011 |

(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

Monetary Wage-Fringe Benefits

23000 - Mechanics And Maintenance And
Repair Occupations
23290 - Fire Alarm System Mechanic
\$23.50 + \$4.41 = \$27.91

(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 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

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

(End of Clause)

C.4 VAAR 852.219-10 VA NOTICE OF TOTAL SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS SET-ASIDE (JUL 2016) (DEVIATION)

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

(1) Means a small business concern:

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans or eligible surviving spouses (see VAAR 802.201 Surviving Spouse definition);

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

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

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

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

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

(b) *General.*

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

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

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

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

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

(End of Clause)

C.5 VAAR 852.237-70 CONTRACTOR RESPONSIBILITIES (APR 1984)

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

(End of Clause)

SECTION D - CONTRACT DOCUMENTS, EXHIBITS, OR ATTACHMENTS

D.1 WAGE DETERMINATION – SAN DIEGO COUNTY

WD 15-5635 (Rev.-9) was first posted on www.wdol.gov on 08/07/2018

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

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

Daniel W. Simms Division of
Director Wage Determinations

Wage Determination No.: **2015-5635**
Revision No.: 9
Date Of Revision: **07/27/2018**

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.35 for calendar year 2018 applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.35 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2018. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts

State: California
Area: California County of San Diego

Fringe Benefits Required Follow the Occupational Listing

| OCCUPATION CODE - TITLE | FOOTNOTE | RATE |
|---|----------|-------|
| 01000 - Administrative Support And Clerical Occupations | | |
| 01011 - Accounting Clerk I | | 16.84 |
| 01012 - Accounting Clerk II | | 18.91 |
| 01013 - Accounting Clerk III | | 21.16 |
| 01020 - Administrative Assistant | | 29.71 |
| 01035 - Court Reporter | | 25.51 |
| 01041 - Customer Service Representative I | | 14.32 |
| 01042 - Customer Service Representative II | | 16.10 |
| 01043 - Customer Service Representative III | | 17.57 |
| 01051 - Data Entry Operator I | | 15.00 |
| 01052 - Data Entry Operator II | | 16.37 |
| 01060 - Dispatcher, Motor Vehicle | | 21.04 |
| 01070 - Document Preparation Clerk | | 17.13 |
| 01090 - Duplicating Machine Operator | | 17.13 |
| 01111 - General Clerk I | | 13.72 |
| 01112 - General Clerk II | | 15.34 |
| 01113 - General Clerk III | | 17.22 |
| 01120 - Housing Referral Assistant | | 21.40 |
| 01141 - Messenger Courier | | 15.89 |
| 01191 - Order Clerk I | | 17.11 |
| 01192 - Order Clerk II | | 18.67 |
| 01261 - Personnel Assistant (Employment) I | | 18.29 |
| 01262 - Personnel Assistant (Employment) II | | 20.67 |
| 01263 - Personnel Assistant (Employment) III | | 23.10 |
| 01270 - Production Control Clerk | | 24.21 |
| 01290 - Rental Clerk | | 16.09 |
| 01300 - Scheduler, Maintenance | | 17.28 |
| 01311 - Secretary I | | 17.28 |
| 01312 - Secretary II | | 19.20 |

| | | |
|-------|--|-------|
| 01313 | - Secretary III | 21.40 |
| 01320 | - Service Order Dispatcher | 18.80 |
| 01410 | - Supply Technician | 29.71 |
| 01420 | - Survey Worker | 19.16 |
| 01460 | - Switchboard Operator/Receptionist | 15.33 |
| 01531 | - Travel Clerk I | 14.86 |
| 01532 | - Travel Clerk II | 16.24 |
| 01533 | - Travel Clerk III | 17.83 |
| 01611 | - Word Processor I | 16.07 |
| 01612 | - Word Processor II | 18.04 |
| 01613 | - Word Processor III | 20.18 |
| 05000 | - Automotive Service Occupations | |
| 05005 | - Automobile Body Repairer, Fiberglass | 22.28 |
| 05010 | - Automotive Electrician | 22.37 |
| 05040 | - Automotive Glass Installer | 21.55 |
| 05070 | - Automotive Worker | 21.55 |
| 05110 | - Mobile Equipment Servicer | 19.83 |
| 05130 | - Motor Equipment Metal Mechanic | 23.16 |
| 05160 | - Motor Equipment Metal Worker | 21.55 |
| 05190 | - Motor Vehicle Mechanic | 22.75 |
| 05220 | - Motor Vehicle Mechanic Helper | 18.60 |
| 05250 | - Motor Vehicle Upholstery Worker | 20.75 |
| 05280 | - Motor Vehicle Wrecker | 21.55 |
| 05310 | - Painter, Automotive | 22.79 |
| 05340 | - Radiator Repair Specialist | 21.55 |
| 05370 | - Tire Repairer | 15.52 |
| 05400 | - Transmission Repair Specialist | 23.16 |
| 07000 | - Food Preparation And Service Occupations | |
| 07010 | - Baker | 12.40 |
| 07041 | - Cook I | 14.42 |
| 07042 | - Cook II | 16.40 |
| 07070 | - Dishwasher | 10.92 |
| 07130 | - Food Service Worker | 11.62 |
| 07210 | - Meat Cutter | 15.71 |
| 07260 | - Waiter/Waitress | 11.75 |
| 09000 | - Furniture Maintenance And Repair Occupations | |
| 09010 | - Electrostatic Spray Painter | 19.94 |
| 09040 | - Furniture Handler | 15.11 |
| 09080 | - Furniture Refinisher | 21.93 |
| 09090 | - Furniture Refinisher Helper | 17.69 |
| 09110 | - Furniture Repairer, Minor | 20.29 |
| 09130 | - Upholsterer | 19.94 |
| 11000 | - General Services And Support Occupations | |
| 11030 | - Cleaner, Vehicles | 12.96 |
| 11060 | - Elevator Operator | 13.91 |
| 11090 | - Gardener | 17.52 |
| 11122 | - Housekeeping Aide | 13.91 |
| 11150 | - Janitor | 13.91 |
| 11210 | - Laborer, Grounds Maintenance | 13.93 |
| 11240 | - Maid or Houseman | 12.56 |
| 11260 | - Pruner | 13.45 |
| 11270 | - Tractor Operator | 16.31 |
| 11330 | - Trail Maintenance Worker | 13.93 |
| 11360 | - Window Cleaner | 15.25 |
| 12000 | - Health Occupations | |
| 12010 | - Ambulance Driver | 18.34 |
| 12011 | - Breath Alcohol Technician | 23.34 |
| 12012 | - Certified Occupational Therapist Assistant | 31.23 |
| 12015 | - Certified Physical Therapist Assistant | 32.56 |
| 12020 | - Dental Assistant | 19.60 |
| 12025 | - Dental Hygienist | 44.71 |
| 12030 | - EKG Technician | 31.67 |
| 12035 | - Electroneurodiagnostic Technologist | 31.67 |
| 12040 | - Emergency Medical Technician | 18.34 |
| 12071 | - Licensed Practical Nurse I | 20.96 |
| 12072 | - Licensed Practical Nurse II | 23.46 |
| 12073 | - Licensed Practical Nurse III | 26.15 |

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| 12100 - Medical Assistant | 17.39 |
| 12130 - Medical Laboratory Technician | 23.36 |
| 12160 - Medical Record Clerk | 19.30 |
| 12190 - Medical Record Technician | 21.60 |
| 12195 - Medical Transcriptionist | 22.72 |
| 12210 - Nuclear Medicine Technologist | 45.12 |
| 12221 - Nursing Assistant I | 12.00 |
| 12222 - Nursing Assistant II | 13.49 |
| 12223 - Nursing Assistant III | 14.72 |
| 12224 - Nursing Assistant IV | 16.52 |
| 12235 - Optical Dispenser | 21.24 |
| 12236 - Optical Technician | 19.36 |
| 12250 - Pharmacy Technician | 17.71 |
| 12280 - Phlebotomist | 19.09 |
| 12305 - Radiologic Technologist | 37.15 |
| 12311 - Registered Nurse I | 29.75 |
| 12312 - Registered Nurse II | 35.92 |
| 12313 - Registered Nurse II, Specialist | 35.92 |
| 12314 - Registered Nurse III | 42.67 |
| 12315 - Registered Nurse III, Anesthetist | 42.67 |
| 12316 - Registered Nurse IV | 51.14 |
| 12317 - Scheduler (Drug and Alcohol Testing) | 28.90 |
| 12320 - Substance Abuse Treatment Counselor | 18.90 |
| 13000 - Information And Arts Occupations | |
| 13011 - Exhibits Specialist I | 20.91 |
| 13012 - Exhibits Specialist II | 25.91 |
| 13013 - Exhibits Specialist III | 31.68 |
| 13041 - Illustrator I | 23.23 |
| 13042 - Illustrator II | 28.78 |
| 13043 - Illustrator III | 35.20 |
| 13047 - Librarian | 32.83 |
| 13050 - Library Aide/Clerk | 14.91 |
| 13054 - Library Information Technology Systems Administrator | 29.65 |
| 13058 - Library Technician | 20.85 |
| 13061 - Media Specialist I | 21.39 |
| 13062 - Media Specialist II | 23.94 |
| 13063 - Media Specialist III | 26.68 |
| 13071 - Photographer I | 16.33 |
| 13072 - Photographer II | 18.44 |
| 13073 - Photographer III | 22.63 |
| 13074 - Photographer IV | 27.68 |
| 13075 - Photographer V | 33.49 |
| 13090 - Technical Order Library Clerk | 18.73 |
| 13110 - Video Teleconference Technician | 19.48 |
| 14000 - Information Technology Occupations | |
| 14041 - Computer Operator I | 17.02 |
| 14042 - Computer Operator II | 19.04 |
| 14043 - Computer Operator III | 21.22 |
| 14044 - Computer Operator IV | 23.58 |
| 14045 - Computer Operator V | 26.11 |
| 14071 - Computer Programmer I | (see 1) |
| 14072 - Computer Programmer II | (see 1) |
| 14073 - Computer Programmer III | (see 1) |
| 14074 - Computer Programmer IV | (see 1) |
| 14101 - Computer Systems Analyst I | (see 1) |
| 14102 - Computer Systems Analyst II | (see 1) |
| 14103 - Computer Systems Analyst III | (see 1) |
| 14150 - Peripheral Equipment Operator | 17.02 |
| 14160 - Personal Computer Support Technician | 23.58 |
| 14170 - System Support Specialist | 33.91 |
| 15000 - Instructional Occupations | |
| 15010 - Aircrew Training Devices Instructor (Non-Rated) | 31.62 |
| 15020 - Aircrew Training Devices Instructor (Rated) | 38.26 |
| 15030 - Air Crew Training Devices Instructor (Pilot) | 45.86 |
| 15050 - Computer Based Training Specialist / Instructor | 31.62 |
| 15060 - Educational Technologist | 36.14 |

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| 15070 - Flight Instructor (Pilot) | 45.86 |
| 15080 - Graphic Artist | 23.93 |
| 15085 - Maintenance Test Pilot, Fixed, Jet/Prop | 45.86 |
| 15086 - Maintenance Test Pilot, Rotary Wing | 45.86 |
| 15088 - Non-Maintenance Test/Co-Pilot | 45.86 |
| 15090 - Technical Instructor | 27.52 |
| 15095 - Technical Instructor/Course Developer | 33.68 |
| 15110 - Test Proctor | 22.23 |
| 15120 - Tutor | 22.23 |
| 16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations | |
| 16010 - Assembler | 12.09 |
| 16030 - Counter Attendant | 12.09 |
| 16040 - Dry Cleaner | 14.69 |
| 16070 - Finisher, Flatwork, Machine | 12.09 |
| 16090 - Presser, Hand | 12.09 |
| 16110 - Presser, Machine, Drycleaning | 12.09 |
| 16130 - Presser, Machine, Shirts | 12.09 |
| 16160 - Presser, Machine, Wearing Apparel, Laundry | 12.09 |
| 16190 - Sewing Machine Operator | 15.30 |
| 16220 - Tailor | 15.92 |
| 16250 - Washer, Machine | 12.96 |
| 19000 - Machine Tool Operation And Repair Occupations | |
| 19010 - Machine-Tool Operator (Tool Room) | 21.93 |
| 19040 - Tool And Die Maker | 25.80 |
| 21000 - Materials Handling And Packing Occupations | |
| 21020 - Forklift Operator | 19.50 |
| 21030 - Material Coordinator | 24.21 |
| 21040 - Material Expediter | 24.21 |
| 21050 - Material Handling Laborer | 13.23 |
| 21071 - Order Filler | 15.33 |
| 21080 - Production Line Worker (Food Processing) | 19.50 |
| 21110 - Shipping Packer | 15.91 |
| 21130 - Shipping/Receiving Clerk | 15.91 |
| 21140 - Store Worker I | 13.59 |
| 21150 - Stock Clerk | 17.85 |
| 21210 - Tools And Parts Attendant | 19.50 |
| 21410 - Warehouse Specialist | 19.50 |
| 23000 - Mechanics And Maintenance And Repair Occupations | |
| 23010 - Aerospace Structural Welder | 31.08 |
| 23019 - Aircraft Logs and Records Technician | 25.05 |
| 23021 - Aircraft Mechanic I | 29.93 |
| 23022 - Aircraft Mechanic II | 31.08 |
| 23023 - Aircraft Mechanic III | 32.18 |
| 23040 - Aircraft Mechanic Helper | 21.85 |
| 23050 - Aircraft, Painter | 28.05 |
| 23060 - Aircraft Servicer | 25.05 |
| 23070 - Aircraft Survival Flight Equipment Technician | 28.05 |
| 23080 - Aircraft Worker | 26.48 |
| 23091 - Aircrew Life Support Equipment (ALSE) Mechanic I | 26.48 |
| 23092 - Aircrew Life Support Equipment (ALSE) Mechanic II | 29.93 |
| 23110 - Appliance Mechanic | 23.50 |
| 23120 - Bicycle Repairer | 17.07 |
| 23125 - Cable Splicer | 34.74 |
| 23130 - Carpenter, Maintenance | 24.62 |
| 23140 - Carpet Layer | 19.97 |
| 23160 - Electrician, Maintenance | 28.97 |
| 23181 - Electronics Technician Maintenance I | 26.81 |
| 23182 - Electronics Technician Maintenance II | 28.45 |
| 23183 - Electronics Technician Maintenance III | 30.07 |
| 23260 - Fabric Worker | 24.32 |
| 23290 - Fire Alarm System Mechanic | 23.50 |
| 23310 - Fire Extinguisher Repairer | 22.78 |
| 23311 - Fuel Distribution System Mechanic | 36.65 |
| 23312 - Fuel Distribution System Operator | 28.42 |
| 23370 - General Maintenance Worker | 19.20 |

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| 23380 - Ground Support Equipment Mechanic | 29.93 |
| 23381 - Ground Support Equipment Servicer | 25.05 |
| 23382 - Ground Support Equipment Worker | 26.48 |
| 23391 - Gunsmith I | 22.78 |
| 23392 - Gunsmith II | 25.90 |
| 23393 - Gunsmith III | 29.05 |
| 23410 - Heating, Ventilation And Air-Conditioning Mechanic | 27.57 |
| 23411 - Heating, Ventilation And Air Conditioning Mechanic (Research Facility) | 28.63 |
| 23430 - Heavy Equipment Mechanic | 28.70 |
| 23440 - Heavy Equipment Operator | 30.28 |
| 23460 - Instrument Mechanic | 28.24 |
| 23465 - Laboratory/Shelter Mechanic | 27.49 |
| 23470 - Laborer | 13.23 |
| 23510 - Locksmith | 23.41 |
| 23530 - Machinery Maintenance Mechanic | 27.16 |
| 23550 - Machinist, Maintenance | 22.95 |
| 23580 - Maintenance Trades Helper | 16.57 |
| 23591 - Metrology Technician I | 28.24 |
| 23592 - Metrology Technician II | 29.32 |
| 23593 - Metrology Technician III | 30.36 |
| 23640 - Millwright | 30.05 |
| 23710 - Office Appliance Repairer | 21.74 |
| 23760 - Painter, Maintenance | 21.93 |
| 23790 - Pipefitter, Maintenance | 26.37 |
| 23810 - Plumber, Maintenance | 24.95 |
| 23820 - Pneudraulic Systems Mechanic | 29.05 |
| 23850 - Rigger | 25.93 |
| 23870 - Scale Mechanic | 25.44 |
| 23890 - Sheet-Metal Worker, Maintenance | 28.02 |
| 23910 - Small Engine Mechanic | 21.12 |
| 23931 - Telecommunications Mechanic I | 28.77 |
| 23932 - Telecommunications Mechanic II | 29.86 |
| 23950 - Telephone Lineman | 34.41 |
| 23960 - Welder, Combination, Maintenance | 23.95 |
| 23965 - Well Driller | 28.10 |
| 23970 - Woodcraft Worker | 29.05 |
| 23980 - Woodworker | 22.51 |
| 24000 - Personal Needs Occupations | |
| 24550 - Case Manager | 17.79 |
| 24570 - Child Care Attendant | 12.40 |
| 24580 - Child Care Center Clerk | 19.94 |
| 24610 - Chore Aide | 11.41 |
| 24620 - Family Readiness And Support Services Coordinator | 17.79 |
| 24630 - Homemaker | 20.77 |
| 25000 - Plant And System Operations Occupations | |
| 25010 - Boiler Tender | 34.63 |
| 25040 - Sewage Plant Operator | 32.38 |
| 25070 - Stationary Engineer | 34.63 |
| 25190 - Ventilation Equipment Tender | 25.27 |
| 25210 - Water Treatment Plant Operator | 32.38 |
| 27000 - Protective Service Occupations | |
| 27004 - Alarm Monitor | 28.02 |
| 27007 - Baggage Inspector | 13.86 |
| 27008 - Corrections Officer | 33.83 |
| 27010 - Court Security Officer | 31.56 |
| 27030 - Detection Dog Handler | 23.51 |
| 27040 - Detention Officer | 33.83 |
| 27070 - Firefighter | 30.09 |
| 27101 - Guard I | 13.86 |
| 27102 - Guard II | 23.51 |
| 27131 - Police Officer I | 36.97 |
| 27132 - Police Officer II | 41.08 |
| 28000 - Recreation Occupations | |
| 28041 - Carnival Equipment Operator | 15.20 |

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| 28042 - Carnival Equipment Repairer | 16.19 |
| 28043 - Carnival Worker | 11.25 |
| 28210 - Gate Attendant/Gate Tender | 15.62 |
| 28310 - Lifeguard | 16.03 |
| 28350 - Park Attendant (Aide) | 17.38 |
| 28510 - Recreation Aide/Health Facility Attendant | 12.67 |
| 28515 - Recreation Specialist | 21.52 |
| 28630 - Sports Official | 13.84 |
| 28690 - Swimming Pool Operator | 17.65 |
| 29000 - Stevedoring/Longshoremen Occupational Services | |
| 29010 - Blocker And Bracer | 28.99 |
| 29020 - Hatch Tender | 28.99 |
| 29030 - Line Handler | 28.99 |
| 29041 - Stevedore I | 27.21 |
| 29042 - Stevedore II | 30.76 |
| 30000 - Technical Occupations | |
| 30010 - Air Traffic Control Specialist, Center (HFO) (see 2) | 42.28 |
| 30011 - Air Traffic Control Specialist, Station (HFO) (see 2) | 29.16 |
| 30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2) | 32.11 |
| 30021 - Archeological Technician I | 20.59 |
| 30022 - Archeological Technician II | 22.84 |
| 30023 - Archeological Technician III | 28.30 |
| 30030 - Cartographic Technician | 28.30 |
| 30040 - Civil Engineering Technician | 28.48 |
| 30051 - Cryogenic Technician I | 28.91 |
| 30052 - Cryogenic Technician II | 31.93 |
| 30061 - Drafter/CAD Operator I | 20.42 |
| 30062 - Drafter/CAD Operator II | 22.84 |
| 30063 - Drafter/CAD Operator III | 25.47 |
| 30064 - Drafter/CAD Operator IV | 31.34 |
| 30081 - Engineering Technician I | 18.88 |
| 30082 - Engineering Technician II | 21.19 |
| 30083 - Engineering Technician III | 23.70 |
| 30084 - Engineering Technician IV | 29.36 |
| 30085 - Engineering Technician V | 35.91 |
| 30086 - Engineering Technician VI | 43.45 |
| 30090 - Environmental Technician | 23.31 |
| 30095 - Evidence Control Specialist | 26.11 |
| 30210 - Laboratory Technician | 23.32 |
| 30221 - Latent Fingerprint Technician I | 31.38 |
| 30222 - Latent Fingerprint Technician II | 34.67 |
| 30240 - Mathematical Technician | 27.79 |
| 30361 - Paralegal/Legal Assistant I | 21.71 |
| 30362 - Paralegal/Legal Assistant II | 26.91 |
| 30363 - Paralegal/Legal Assistant III | 32.91 |
| 30364 - Paralegal/Legal Assistant IV | 39.82 |
| 30375 - Petroleum Supply Specialist | 31.93 |
| 30390 - Photo-Optics Technician | 28.30 |
| 30395 - Radiation Control Technician | 31.93 |
| 30461 - Technical Writer I | 26.28 |
| 30462 - Technical Writer II | 32.16 |
| 30463 - Technical Writer III | 38.90 |
| 30491 - Unexploded Ordnance (UXO) Technician I | 26.87 |
| 30492 - Unexploded Ordnance (UXO) Technician II | 32.51 |
| 30493 - Unexploded Ordnance (UXO) Technician III | 38.97 |
| 30494 - Unexploded (UXO) Safety Escort | 26.87 |
| 30495 - Unexploded (UXO) Sweep Personnel | 26.87 |
| 30501 - Weather Forecaster I | 28.91 |
| 30502 - Weather Forecaster II | 35.16 |
| 30620 - Weather Observer, Combined Upper Air Or (see 2) | 25.47 |
| Surface Programs | |
| 30621 - Weather Observer, Senior (see 2) | 28.30 |
| 31000 - Transportation/Mobile Equipment Operation Occupations | |
| 31010 - Airplane Pilot | 32.51 |
| 31020 - Bus Aide | 14.37 |
| 31030 - Bus Driver | 17.56 |
| 31043 - Driver Courier | 14.21 |

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| 31260 - Parking and Lot Attendant | 11.44 |
| 31290 - Shuttle Bus Driver | 15.26 |
| 31310 - Taxi Driver | 12.33 |
| 31361 - Truckdriver, Light | 15.26 |
| 31362 - Truckdriver, Medium | 18.11 |
| 31363 - Truckdriver, Heavy | 20.85 |
| 31364 - Truckdriver, Tractor-Trailer | 20.85 |
| 99000 - Miscellaneous Occupations | |
| 99020 - Cabin Safety Specialist | 15.85 |
| 99030 - Cashier | 12.02 |
| 99050 - Desk Clerk | 13.47 |
| 99095 - Embalmer | 24.43 |
| 99130 - Flight Follower | 26.87 |
| 99251 - Laboratory Animal Caretaker I | 15.26 |
| 99252 - Laboratory Animal Caretaker II | 16.01 |
| 99260 - Marketing Analyst | 30.03 |
| 99310 - Mortician | 24.43 |
| 99410 - Pest Controller | 15.69 |
| 99510 - Photofinishing Worker | 19.41 |
| 99710 - Recycling Laborer | 24.00 |
| 99711 - Recycling Specialist | 29.16 |
| 99730 - Refuse Collector | 22.78 |
| 99810 - Sales Clerk | 13.18 |
| 99820 - School Crossing Guard | 15.24 |
| 99830 - Survey Party Chief | 30.78 |
| 99831 - Surveying Aide | 20.11 |
| 99832 - Surveying Technician | 27.99 |
| 99840 - Vending Machine Attendant | 14.19 |
| 99841 - Vending Machine Repairer | 16.89 |
| 99842 - Vending Machine Repairer Helper | 14.09 |

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

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$4.48 per hour or \$179.20 per week or \$776.53 per month

HEALTH & WELFARE EO 13706: \$4.18 per hour, or \$167.20 per week, or \$724.53 per month*

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

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor, 3 weeks after 5 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

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

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

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

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

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

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

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

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

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

**** HAZARDOUS PAY DIFFERENTIAL ****

An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving re-grading and cleaning of artillery ranges.

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

**** UNIFORM ALLOWANCE ****

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

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

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

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

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

Conformance Process:

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

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order the proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.

3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the U.S. Department of Labor, Wage and Hour Division, for review (See 29 CFR 4.6(b)(2)(ii)).

4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.

5) The contracting officer transmits the Wage and Hour Division's decision to the contractor.

6) Each affected employee shall be furnished by the contractor with a written copy of such determination or it shall be posted as a part of the wage determination (See 29 CFR 4.6(b)(2)(iii)).

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

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

SECTION E - SOLICITATION PROVISIONS

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

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

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

| <u>FAR</u> <u>Number</u> | <u>Title</u> | <u>Date</u> |
|-----------------------------|---|-------------|
| 52.216-27 | SINGLE OR MULTIPLE AWARDS | OCT 1995 |
| 852.271-70 | NONDISCRIMINATION IN SERVICES PROVIDED TO BENEFICIARIES | JAN 2008 |
| 852.273-70 | LATE OFFERS | JAN 2003 |

(End of Provision)

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

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

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

- (1) The solicitation number;
- (2) The time specified in the solicitation for receipt of offers;
- (3) The name, address, and telephone number of the offeror;
- (4) A technical description of the items being offered in sufficient detail to evaluate compliance with the requirements in the solicitation. This may include product literature, or other documents, if necessary;
- (5) Terms of any express warranty;
- (6) Price and any discount terms;
- (7) "Remit to" address, if different than mailing address;

(8) A completed copy of the representations and certifications at FAR 52.212-3 (see FAR 52.212-3(b) for those representations and certifications that the offeror shall complete electronically);

(9) Acknowledgment of Solicitation Amendments;

(10) Past performance information, when included as an evaluation factor, to include recent and relevant contracts for the same or similar items and other references (including contract numbers, points of contact with telephone numbers and other relevant information); and

(11) If the offer is not submitted on the SF 1449, include a statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation. Offers that fail to furnish required representations or information, or reject the terms and conditions of the solicitation may be excluded from consideration.

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

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

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

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

(1) Offerors are responsible for submitting offers, and any modifications, revisions, or withdrawals, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that offers or revisions are due.

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

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

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

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

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

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

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

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

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

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

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

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

GSA Federal Supply Service Specifications
Section Suite 8100 470 East L'Enfant Plaza, SW
Washington, DC 20407
Telephone (202) 619-8925
Facsimile (202) 619-8978.

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

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

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

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

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

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

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

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

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

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

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

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

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

(1) The agency's evaluation of the significant weak or deficient factors in the debriefed offeror's offer.

(2) The overall evaluated cost or price and technical rating of the successful and the debriefed offeror and past performance information on the debriefed offeror.

(3) The overall ranking of all offerors, when any ranking was developed by the agency during source selection.

(4) A summary of the rationale for award;

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

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

(End of Provision)

E.3 ADDENDUM to FAR 52.212-1 INSTRUCTIONS TO OFFERORS - COMMERCIAL ITEMS

GENERAL INSTRUCTIONS FOR PROPOSAL SUBMISSIONS:

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

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

Please review the following items before submitting your proposal:

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

- b) **Schedule of Services and Price.** The Contractor shall completely fill out the Schedule of Services and Prices provided in this Solicitation Section B. No other format for the submission of the Price Schedule shall be accepted. The price stated in the offer shall be an inclusive rate.
- c) **Period of Acceptance of Offers.** The Offeror agrees to hold prices in its offer firm for a period of 120 days from the date specified for the receipt of offers.
- d) This procurement is being conducted in accordance with FAR part 12, acquisition of commercial items and FAR part 13, simplified acquisition procedures. In order to be considered for award, Offerors shall complete and return all information designated in the enclosed FAR clause 52.212-1, Addendum to 52.212-1 regarding proposal submission. Failure to do so may preclude the offeror from further consideration.
- e) **DUNS NUMBER:** Provide the Dun and Bradstreet Number assigned to your firm in the space provided in the Contract Administration area.
- f) This requirement is **Set-Aside 100% Services Disabled Veteran Owned Small Business (SDVOSB) /Veteran Owned Small Business (VOSB)**, therefore only SB's verified in the VA's Vendor Information Pages (VIP) site at <https://www.vip.vetbiz.gov/>, at the time of proposal submission shall be considered for award.
- g) All Questions shall be submitted in writing via email no later than **September 4, 2018 10:00 AM PDT** to Soledad De La Torre at Soledad.Delatorre@va.gov.
- h) All questions shall be answered via an amendment to this solicitation on or about **September 6, 2018 10:00 AM PDT**.

- i) All Proposals shall be submitted via email before **September 13, 2018 10:00 AM PDT**.
- a. **Special Standard of Responsibility – Qualification of Contractor Personnel Performing on the Contract.** This special standard of responsibility shall be used to determine the that the offeror’s proposal personnel possess the required experience, license, and training. The offeror shall provide evidence that their proposed personnel possess the required experience, license, and training. Specifically, the offeror shall provide the names of proposed personnel to perform on the contract and provide the following documentation for each to demonstrate that they meet the qualification requirements of the SOW:
- (1) Copy of a license as a Professional Engineer (PE) with a valid PE license in Fire Protection (any U.S. state/territory) with at least 5 years of continual, uninterrupted registration.
 - (2) Resume detailing experience conducting physical on-site Life Safety Assessments using the National Fire Protection Association Code (NFPAC) and The Joint Commission Standards (TJCS) and development of Basic Building Information, Egress analysis, Statement of Conditions, and Specific Plan for Improvement with five (5) years of working experience.
 - (3) Resume detailing experience working with the current editions of the National Fire Protection Association and Standards with five (5) years of working experience.
 - 4) Resume detailing experience working with the Joint Commission Accreditation Standards that involved Life Safety Assessment with the National Fire Protection Association Code and the Joint Commission Standards and development of Basic Building Information, Egress analysis, Statement of Conditions, and Specific Plan for Improvement with the healthcare facilities with five (5) years of working experience.
 - (5) Copy of a current training certificate for a 2-hour Asbestos Hazard Emergency Response Act (AHERA) asbestos awareness with half mask respirator test.

(End of Provision)

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

(a) *Basis of Award.* This procurement is being conducted pursuant to FAR Part 13 procedures. The Government intends to award a contract resulting from this solicitation to the responsible offeror who offers the lowest price, whose price is found to be reasonable, and whose proposal does not take exception with any of the requirements for this procurement specified in the solicitation. In addition to the general standards of responsibility found at FAR § 9.104-1, in accordance with FAR § 9.104-2, the special standard of responsibility described below applies to this procurement. **Offerors who fail to meet the special standards of responsibility will not be eligible to receive contract award.**

a. Special Standard of Responsibility - Specialized Experience. This special standard of responsibility shall be used to determine the offeror’s specialized experience in providing Life Safety Assessment Environment of Care Review and e-SOC Update Services.

(b) *Evaluation Process.* Proposals will be evaluated in the following manner. The lowest-priced offer will be identified. The proposal for the lowest-priced offer will be evaluated to determine if the offered price is reasonable and if the proposal does not take exception with any of the requirements for this procurement. If the price is found to be reasonable and the proposal does not take exception with any of

the requirements for this procurement, the contracting officer will determine if the offeror is responsible using the general and special standards of responsibility for this procurement. If contract award cannot be made to the lowest-priced offer, the contracting officer will evaluate the next lowest-priced offer. This process will continue until a contract award can be made, or the contracting officer determines that no contract award can be made. The contracting officer may find all offers not acceptable and cancel the procurement if the lowest-priced offer exceeds the amount of funding available for the procurement. The Government intends to evaluate offers and award a contract without discussions with offerors. However, the Government reserves the right to conduct discussions at any time if determined by the contracting officer to be in the Government's interest.

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

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

(End of Provision)

E.5 52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS— COMMERCIAL ITEMS (NOV 2017)

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

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

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

Forced or indentured child labor means all work or service—

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(6) Have been voluntarily suspended.

“Sensitive technology”—

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

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

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

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

Service-disabled veteran-owned small business concern—

(1) Means a small business concern—

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

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

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

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

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

(1) Is at least 51 percent unconditionally and directly owned (as defined at 13 CFR 124.105) by—

(i) One or more socially disadvantaged (as defined at 13 CFR 124.103) and economically disadvantaged (as defined at 13 CFR 124.104) individuals who are citizens of the United States; and

(ii) Each individual claiming economic disadvantage has a net worth not exceeding \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and

(2) The management and daily business operations of which are controlled (as defined at 13.CFR 124.106) by individuals, who meet the criteria in paragraphs (1)(i) and (ii) of this definition.

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

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

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

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

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

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

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

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

(1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

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

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

(2) The offeror has completed the annual representations and certifications electronically via the SAM website access through <http://www.acquisition.gov>. After reviewing the SAM database information, the offeror verifies by submission of this offer that the representations and certifications currently posted electronically at FAR 52.212-3, Offeror Representations and Certifications—Commercial Items, have

been entered or updated in the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201), except for paragraphs .

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(2) Foreign End Products:

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

[List as necessary]

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

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

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

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

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

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

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

[List as necessary]

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

Other Foreign End Products:

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

[List as necessary]

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

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

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

Canadian End Products:

Line Item No.

| |
|-------|
| _____ |
| _____ |
| _____ |

[List as necessary]

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

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

Canadian or Israeli End Products:

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

| | |
|-------|-------|
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |

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

(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.

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

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

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

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

TIN: _____.

TIN has been applied for.

TIN is not required because:

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

Offeror is an agency or instrumentality of a foreign government;

Offeror is an agency or instrumentality of the Federal Government.

(4) *Type of organization*.

Sole proprietorship;

Partnership;

Corporate entity (not tax-exempt);

Corporate entity (tax-exempt);

Government entity (Federal, State, or local);

Foreign government;

International organization per 26 CFR 1.6049-4;

Other _____.

(5) *Common parent.*

Offeror is not owned or controlled by a common parent;

Name and TIN of common parent:

Name _____.

TIN _____.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Immediate owner CAGE code: ____.

Immediate owner legal name: ____.

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

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

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

Highest-level owner CAGE code: ____.

Highest-level owner legal name: ____.

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

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

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

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

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

(2) The Offeror represents that—

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

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

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

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

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

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

Predecessor legal name: ____.

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

(s) [Reserved]

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

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

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

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

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

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

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

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

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

(End of Provision)

E.6 52.216-1 TYPE OF CONTRACT (APR 1984)

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

(End of Provision)

E.7 52.233-2 SERVICE OF PROTEST (SEP 2006)

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

Sandra Fusco, Contracting Officer

Hand-Carried Address:

Department of Veterans Affairs Network
Contracting Office 22
4811 Airport Plaza Drive, Suite 600
Long Beach, CA 90815

Mailing Address:

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

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

(End of Provision)

E.8 VAAR 852.233-70 PROTEST CONTENT/ALTERNATIVE DISPUTE RESOLUTION (JAN 2008)

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

(End of Provision)

E.9 VAAR 852.233-71 ALTERNATE PROTEST PROCEDURE (JAN 1998)

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

(End of Provision)

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

The Government intends to evaluate proposals and award a contract without exchanges with offerors. Therefore, each initial offer should contain the offeror's best terms from a cost or price and technical

standpoint. However, the Government reserves the right to conduct exchanges if later determined by the contracting officer to be necessary.

(End of Provision)