

COMBINED SYNOPSIS/SOLICITATION FOR COMMERCIAL ITEMS

General Information

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Solicitation Number:	36C29218R0767
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Product or Service Code:	U008 – Training/Curriculum Development
Set Aside (SDVOSB/VOSB):	Full and Open Competition (FOC)
NAICS Code:	624229 – Other Community Housing Services

Contracting Office Address

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

Description

This is a combined synopsis/solicitation for commercial items prepared in accordance with the format in Federal Acquisition Regulation (FAR) subpart 12.6, “Streamlined Procedures for Evaluation and Solicitation for Commercial Items,” as supplemented with additional information included in this notice. This announcement constitutes the only solicitation; 36C29218R0767 is being requested, and a written solicitation document will not be issued.

This solicitation is a "*request for proposals (RFP)*,". The solicitation document and incorporated provisions and clauses are those in effect through Federal Acquisition Circular 2005-99.

The associated North American Industrial Classification System (NAICS) code for this procurement is 624229, with a small business size standard of \$15 Million.

The VA Greater Los Angeles Healthcare System at 11301 Wilshire Blvd., Los Angeles, CA 90073 is seeking to purchase Community Engagement Reintegration Services Case Management Training (CERSCMT).

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All interested companies shall provide *proposal(s)* for the following:

Services

Line Item	Description	Quantity	Unit Price	Total Price
Base Period: 9/29/2018 – 9/28/2019				
0001	Two (2) training sessions to VA Staff on case management of Veterans residing at HUD-VASH PB sites	2	\$	\$
0002	Two (2) training sessions on case management of Veterans temporarily placed in emergency housing until they can be housed at a HUD-VASH PB site	2	\$	\$
Total				\$
Option Period 1: 9/29/2019 – 9/28/2020				
1001	Two (2) training sessions to VA Staff on case management of Veterans residing at HUD-VASH PB sites	2	\$	\$
1002	Two (2) training sessions on case management of Veterans temporarily placed in emergency housing until they can be housed at a HUD-VASH PB site	2	\$	\$
Total				\$

DESCRIPTION OF SERVICES/STATEMENT OF WORK

1. Background

GLA has the largest Housing and Urban Development Veterans Affairs Supportive Housing (HUD-VASH) program in the nation with over 6,400 assigned HUD-VASH vouchers. In the coming years, it is expected the number of Veterans served will increase by several hundred. There is a need for training on the issues associated with case managing HUD-VASH participants in PB sites.

In addition to the 6,400 assigned HUD-VASH vouchers though out the nation, VA GLA will open up many emergency beds in the immediate future which will temporarily house Veterans until they can be placed in HUD-VASH PB sites. There is a need for training on issues associated with maintaining recently homeless Veterans (many just off the streets and suffering from mental health and addiction issues) in such short-term housing before they can be transferred to their own apartments.

The objective of this Community Engagement Reintegration Services Case Management Training (CERSCMT) is to link and provide better service to VA GLA's Community Engagement Reintegration Service and its HUD VASH program – which also includes Grant Per Diem and Healthcare for Homeless Veterans.

2. Scope

The contractor shall provide all personnel, equipment, supplies, facilities, transportation, tools, materials, supervision, and other items and non-personal services necessary to perform the CERSCMT requirement as defined in this PWS.

The contractor shall work with new VA staff to provide training to new VA staff in the following three (2) areas:

2.1.Training on case management of Veterans residing at HUD-VASH PB sites.

Description of Training: The Contractor shall provide two trainings to VA staff at West Los Angeles Medical Center, 11310 Wilshire Blvd., Los Angeles, CA 90073 covering topics such as: sensitivity to wider issues of homelessness, Severe Mental Illness (SMI) and psychopathology, Housing First/Harm Reduction philosophy, treatment modalities (Motivational Interviewing, Critical Time Intervention, Stages of Change, Crisis Intervention, and Harm Reduction), conflict resolution, de-escalation techniques, suicide prevention, medication monitoring, universal precautions (disease transmission prevention), customer service, countertransference, professional boundaries, cultural sensitivity, sexual harassment, adult abuse/neglect reporting laws, State and Federal Fair Housing Law & ADA Requirements, conservatorship, and grave disability criteria. Training provided is not intended to result in certification in the aforementioned topics. Rather, an overview as it relates to the provision of case management services. Curriculum shall include a test of the material at the end of the training to receive verification of completion.

2.2. Training on case management of Veterans temporarily placed in emergency housing until they can be housed at a HUD-VASH PB site.

Description of Training: The Contractor shall provide two trainings to VA staff at West Los Angeles Medical Center, 11310 Wilshire Blvd., Los Angeles, CA 90073 covering topics such as: sensitivity to wider issues of homelessness, Severe Mental Illness (SMI) and psychopathology, Housing First/Harm Reduction philosophy, treatment modalities (Motivational Interviewing, Critical Time Intervention, Stages of Change, Crisis Intervention, and Harm Reduction), conflict resolution, de-escalation techniques, suicide prevention, medication monitoring, universal precautions (disease transmission prevention), customer service, countertransference, professional boundaries, cultural sensitivity, sexual harassment, adult abuse/neglect reporting laws, State and Federal Fair Housing Law & ADA Requirements, conservatorship, and grave disability criteria. Training provided is not intended to result in certification in the aforementioned topics. Rather, an overview as it relates to the provision of case management services. Curriculum shall include a test of the material at the end of the training to receive verification of completion.

3. DELIVERABLES & TASKS

Review of Deliverables: The Contractor shall provide the following:

Task	Description	Delivery Time/Date
1	<ul style="list-style-type: none"> Participate in a contract kickoff meeting with the VA COR 	Within 10 days of contract award
2	<ul style="list-style-type: none"> The contractor shall submit a draft contract implementation plan detailing the strategies and timelines for implementation. Contractor shall additionally provide a training content outline for all three training types based on the elements identified in the SOW. Contractor shall provide a schedule for 2 offerings of each training type referenced in the PWS. Training material will include: training led by subject matter expert, course description and objectives, sign in sheet, attendance certificate, verification of completion, training evaluation, and training evaluation summary report. 	within four weeks of award
2	<ul style="list-style-type: none"> the contractor shall produce draft training presentations and draft participant post-training knowledge surveys for each training type. 	Will be determined per the implementation plan dates determined at the kickoff meeting.
4	<ul style="list-style-type: none"> Contractor shall produce final training materials and presentation and post-training test for each training type which will include: training led by subject matter expert, course description and objectives, sign in sheet, attendance certificate, verification of completion, training evaluation, and training evaluation summary report. 	within one week of receiving feedback from VA, unless otherwise specified by the COR.
5	<ul style="list-style-type: none"> Begin training 	within four weeks after the training presentations and post-training tests are finalized.
6	The contractor shall modify content for subsequent training sessions based on the results of post-training surveys and feedback by the COR and HUD-VASH managers. Revisions shall be finalized by the contractor	within one week of receiving feedback from VA, unless otherwise specified by the COR.

Training Type #1: Training on case management of Veterans residing at HUD-VASH PBV sites

Deliverable/Service Requirement	Measurement/Metric	Surveillance Method/Performed By	Frequency/Due Date	Acceptable Quality Level
Development of curriculum and training materials	Training content and materials will incorporate all elements outlined in the PWS as well as any additional agreed-upon elements identified during the post-award conference follow-up discussion	Review of draft training presentation and materials/COR and HUD-VASH Managers	At least one month before first training of Training Type #1	95% of all agreed-upon elements are identified in training materials.
Development of post-training knowledge survey	Post-training survey developed by vendor will incorporate all agreed-upon elements between vendor and VA.	Review of participant post-training knowledge survey draft/COR and HUD-VASH Managers	At least one month before first training of Training Type #1	95% of all agreed-upon elements are identified in the post-training survey.
Training implementation	Training will include all agreed-upon elements during actual training presentation.	Direct Observation/COR and HUD-VASH Managers	First training to occur within four weeks after the training presentation and post-training tests are completed. Subsequent trainings will be reviewed by the COR/HUD-VASH Managers on an announced or unannounced basis	95% of all agreed-upon elements presented during the training.

Knowledge gained by training participants	Training participants will demonstrate knowledge acquired through the training verification	Online post-training survey/COR and HUD-VASH managers	Within one week after each Training Type #1 session	There will be an average score of 90% for the post-training survey.
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Training Type #2: training on case management of Veterans temporarily placed in emergency housing until they can be housed at a HUD-VASH PBV site

Deliverable/Service Requirement	Measurement/Metric	Surveillance Method/Performed By	Frequency/Due Date	Acceptable Quality Level
Development of curriculum and training materials	Training content and materials will incorporate all elements outlined in the PWS as well as any additional agreed-upon elements identified during the post-award conference follow-up discussion	Review of draft training presentation and materials/COR and HUD-VASH Managers	At least one month before first training of Training Type #2	95% of all agreed-upon elements are identified in training materials.
Development of post-training knowledge survey	Post-training survey developed by vendor will incorporate all agreed-upon elements between vendor and VA.	Review of participant post-training knowledge survey draft/COR and HUD-VASH Managers	At least one month before first training of Training Type #2	95% of all agreed-upon elements are identified in the post-training survey.
Training implementation	Training will include all agreed-upon elements during actual training presentation.	Direct Observation/COR and HUD-VASH Managers	First training to occur within four weeks after the training presentation and post-training tests are completed. Subsequent trainings will be reviewed by the	95% of all agreed-upon elements presented during the training.

			COR/HUD-VASH Managers on an announced or	
Knowledge gained by training participants	Training participants will demonstrate knowledge acquired through the training verification	Online post-training survey/COR and HUD-VASH managers	Within one week after each Training Type #2 session	There will be an average score of 90% for the post-training survey.

4. TYPE OF CONTRACT

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

5. SECURITY REQUIREMENTS.

No access to the Department of Veterans Affairs computer system is required. The C&A requirements do not apply and a Security Accreditation Package is not required.

6. GOVERNMENT-FURNISHED EQUIPMENT (GFE)/GOVERNMENT-FURNISHED INFORMATION (GFI).

Projectors, speakers, setting arrangement, and space location will be provided.

7. HOURS OF OPERATION

The contractor is responsible for conducting business, between the hours of 8:00 A.M. EST and 5:00 P.M. EST. Monday thru Friday except Federal holidays or when the Government facility is closed due to local or national emergencies, administrative closings, or similar Government directed facility closings. The Contractor shall, at all times, maintain an adequate workforce for the uninterrupted performance of all tasks defined within this SOW when the Government facility is not closed for the above reasons. When hiring personnel, the Contractor shall keep in mind that the stability and continuity of the workforce are essential.

8. RECOGNIZED HOLIDAYS

The contractor is not required to work on Federally recognized holidays. Federally recognized holidays:

New Year's Day	Labor Day
Martin Luther King Jr.'s Birthday	Columbus Day

President's Day
 Memorial Day
 Independence Day

Veteran's Day
 Thanksgiving Day
 Christmas Day

9. CONTRACTING OFFICERS REPRESENTATIVE (COR)

No service shall be provided without the approval of the Contracting Officers Representative (COR) or his/her designee of this contract. The Contractor shall not accept any instructions issued by any other person(s) other than the Contracting Officer or his/her delegated representative acting within the limits of his/her authority.

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.

10. 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 shall 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.

11. 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

12. NORMAL WORKING HOURS

Normal working hours are defined as 7:00 AM to 3:30 PM during weekdays Monday through Friday, excluding weekends and National Holidays. Contractor to work during normal working hours unless otherwise coordinated with the VA COR. If the Contractor proposes different hours of operation, and the Government accepts the Contractor's proposal, the Contractor's proposed hours of operation shall prevail.

13. 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.

14. 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.

15. 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 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

The Contractor shall 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

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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.

16. CONTRACTOR SUBMITTALS /INSURANCE REQUIREMENTS

Contractor shall be required to provide copies of the following: The Contractor is required to comply with Federal and State Workers Compensation and liability insurance. Reference FAR clause 52.228-5-Insurance and Subpart 28.307-2-Liability. Within 15 days of 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.

19. 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.

17. 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.

20. 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 7:30 a.m. to 4:00 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:	

22. VA POLICY & REGULATIONS

a. Parking Policy

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 Policy

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.

Period of Performance

The delivery/task order period of performance is one 12-month base period and one (1) 12-month option period as follows:

Base Year: September 29, 2018 through September 28, 2019

Option Year 1: September 29, 2019 through September 28, 2020

Delivery shall be provided per schedule stated on page 1-4.

Place of Performance

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Original Date: 10/12/17

VA Greater Los Angeles Healthcare System
11301 Wilshire Blvd.
Los Angeles, CA 90073

Lowest price offeror who meets the special standard of responsibility will be awarded the contract. The government will evaluate information based on the following evaluation criteria:

Special Standard of Responsibility- Specialized Experience. This special standard of responsibility shall be used to determine the offeror's specialized experience in providing Community Engagement Reintegration Services Case Management Training (CERSCMT). The offeror shall provide evidence of their specialized experience providing *CERSCMT* Training Courses. Specifically, the offeror shall provide a narrative summary in no more than two (2) pages demonstrating their experience in providing *CERSCMT* Training Courses.

The full text of FAR provisions or clauses may be accessed electronically at <http://acquisition.gov/comp/far/index.html>.

The following solicitation provisions apply to this acquisition:

1. FAR 52.212-1 - Instructions to Offerors—Commercial Items (Jan 2017)

2. FAR 52.212-2 - Evaluation—Commercial Items (Oct 2014)

(a) The Government will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the Government, price and other factors considered.

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

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

(End of Provision)

3. FAR 52.212-3 - Offerors Representations and Certifications—Commercial Items (Nov 2017)

Offerors must complete annual representations and certifications on-line at <http://orca.bpn.gov> in accordance with FAR 52.212-3, "Offerors Representations and Certifications—Commercial Items." If paragraph (j) of the provision is applicable, a written submission is required.

The following contract clauses apply to this acquisition:

4. FAR 52.212-4 - Contract Terms and Conditions—Commercial Items (Jan 2017)

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

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

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

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

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

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

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

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

occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(g) *Invoice.*

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

- (i) Name and address of the Contractor;
- (ii) Invoice date and number;
- (iii) Contract number, line item number and, if applicable, the order number;
- (iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;
- (v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;
- (vi) Terms of any discount for prompt payment offered;
- (vii) Name and address of official to whom payment is to be sent;
- (viii) Name, title, and phone number of person to notify in event of defective invoice; and
- (ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.
- (x) Electronic funds transfer (EFT) banking information.
 - (A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.
 - (B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (*e.g.*, 52.232-33, Payment by Electronic Funds Transfer— System for Award Management, or 52.232-34, Payment by Electronic Funds Transfer—Other Than System for Award Management), or applicable agency procedures.
 - (C) EFT banking information is not required if the Government waived the requirement to pay by EFT.

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

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

(i) Payment.

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

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

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

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

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

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

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

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

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

(D) Contractor point of contact.

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

(6) Interest.

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

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

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

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

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

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

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

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

(A) The date fixed under this contract.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(1) The schedule of supplies/services.

(2) The Assignments, Disputes, Payments, Invoice, Other Compliances, Compliance with Laws Unique to Government Contracts, and Unauthorized Obligations paragraphs of this clause.

(3) The clause at 52.212-5.

(4) Addenda to this solicitation or contract, including any license agreements for computer software.

(5) Solicitation provisions if this is a solicitation.

(6) Other paragraphs of this clause.

(7) The Standard Form 1449.

(8) Other documents, exhibits, and attachments.

(9) The specification.

(t) System for Award Management (SAM).

(1) Unless exempted by an addendum to this contract, the Contractor is responsible during performance and through final payment of any contract for the accuracy and completeness of the data within the SAM database, and for any liability resulting from

the Government's reliance on inaccurate or incomplete data. To remain registered in the SAM database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the SAM database to ensure it is current, accurate and complete. Updating information in the SAM does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(2)

(i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in Subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to:

(A) Change the name in the SAM database;

(B) Comply with the requirements of Subpart 42.12 of the FAR;

(C) Agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.

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

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

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

(u) Unauthorized Obligations.

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

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

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

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

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

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

(End of Clause)

5. FAR 52.212-5 - Contract Terms and Conditions Required to Implement Statutes or Executive Orders (JAN 2018)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (JAN 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).

(2) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (NOV 2015).

(3) 52.233-3, Protest After Award (Aug 1996) (31 U.S.C. 3553).

(4) 52.233-4, Applicable Law for Breach of Contract Claim (Oct 2004) (Public Laws 108-77 and 108-78 (19 U.S.C. 3805 note)).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

☐ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Sept 2006), with Alternate I (Oct 1995) (41 U.S.C. 4704 and 10 U.S.C. 2402).

☐ (2) 52.203-13, Contractor Code of Business Ethics and Conduct (OCT 2015) (41 U.S.C. 3509).

☐ (3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (JUN 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)

☒ (4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (OCT 2016) (Pub. L. 109-282) (31 U.S.C. 6101 note).

☐ (5) [Reserved]

☐ (6) 52.204-14, Service Contract Reporting Requirements (OCT 2016) (Pub. L. 111-117, section 743 of Div. C).

☐ (7) 52.204-15, Service Contract Reporting Requirements for Indefinite-Delivery Contracts (OCT 2016) (Pub. L. 111-117, section 743 of Div. C).

☒ (8) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (OCT 2015) (31 U.S.C. 6101 note).

☐ (9) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (Jul 2013) (41 U.S.C. 2313).

☐ (10) [Reserved]

☐ (11)(i) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (NOV 2011) (15 U.S.C. 657a).

☐ (ii) Alternate I (NOV 2011) of 52.219-3.

☐ (12)(i) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (OCT 2014) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

☐ (ii) Alternate I (JAN 2011) of 52.219-4.

☐ (13) [Reserved]

☐ (14)(i) 52.219-6, Notice of Total Small Business Set-Aside (NOV 2011) (15 U.S.C. 644).

☐ (ii) Alternate I (NOV 2011).

☐ (iii) Alternate II (NOV 2011).

☐ (15)(i) 52.219-7, Notice of Partial Small Business Set-Aside (June 2003) (15 U.S.C. 644).

☐ (ii) Alternate I (Oct 1995) of 52.219-7.

☐ (iii) Alternate II (Mar 2004) of 52.219-7.

☐ (16) 52.219-8, Utilization of Small Business Concerns (NOV 2016) (15 U.S.C. 637(d)(2) and (3)).

☐ (17)(i) 52.219-9, Small Business Subcontracting Plan (JAN 2017) (15 U.S.C. 637(d)(4)).

☐ (ii) Alternate I (NOV 2016) of 52.219-9.

☐ (iii) Alternate II (NOV 2016) of 52.219-9.

☐ (iv) Alternate III (NOV 2016) of 52.219-9.

☐ (v) Alternate IV (NOV 2016) of 52.219-9.

☐ (18) 52.219-13, Notice of Set-Aside of Orders (NOV 2011) (15 U.S.C. 644(r)).

☐ (19) 52.219-14, Limitations on Subcontracting (JAN 2017) (15 U.S.C. 637(a)(14)).

☐ (20) 52.219-16, Liquidated Damages—Subcontracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).

☐ (21) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (NOV 2011) (15 U.S.C. 657f).

☒ (22) 52.219-28, Post Award Small Business Program Rerepresentation (Jul 2013) (15 U.S.C. 632(a)(2)).

☐ (23) 52.219-29, Notice of Set-Aside for, or Sole Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (DEC 2015) (15 U.S.C. 637(m)).

☐ (24) 52.219-30, Notice of Set-Aside for, or Sole Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (DEC 2015) (15 U.S.C. 637(m)).

☒ (25) 52.222-3, Convict Labor (June 2003) (E.O. 11755).

☐ (26) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (JAN 2018) (E.O. 13126).

☒ (27) 52.222-21, Prohibition of Segregated Facilities (APR 2015).

☒ (28) 52.222-26, Equal Opportunity (SEP 2016) (E.O. 11246).

☐ (29) 52.222-35, Equal Opportunity for Veterans (OCT 2015) (38 U.S.C. 4212).

☒ (30) 52.222-36, Equal Opportunity for Workers with Disabilities (JUL 2014) (29 U.S.C. 793).

☐ (31) 52.222-37, Employment Reports on Veterans (FEB 2016) (38 U.S.C. 4212).

☐ (32) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496).

☒ (33)(i) 52.222-50, Combating Trafficking in Persons (MAR 2015) (22 U.S.C. chapter 78 and E.O. 13627).

☐ (ii) Alternate I (MAR 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).

☐ (34) 52.222-54, Employment Eligibility Verification (OCT 2015). (E. O. 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)

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

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

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

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

☐ (38)(i) 52.223-13, Acquisition of EPEAT®-Registered Imaging Equipment (JUN 2014) (E.O.s 13423 and 13514).

☐ (ii) Alternate I (OCT 2015) of 52.223-13.

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

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

☐ (40) 52.223-15, Energy Efficiency in Energy-Consuming Products (DEC 2007)(42 U.S.C. 8259b).

☐ (41)(i) 52.223-16, Acquisition of EPEAT®-Registered Personal Computer Products (OCT 2015) (E.O.s 13423 and 13514).

☐ (ii) Alternate I (JUN 2014) of 52.223-16.

☒ (42) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (AUG 2011)

☐ (43) 52.223-20, Aerosols (JUN 2016) (E.O. 13693).

☐ (44) 52.223-21, Foams (JUN 2016) (E.O. 13693).

☐ (45) (i) 52.224-3, Privacy Training (JAN 2017) (5 U.S.C. 552a).

☐ (ii) Alternate I (JAN 2017) of 52.224-3.

☐ (46) 52.225-1, Buy American—Supplies (MAY 2014) (41 U.S.C. chapter 83).

☐ (47)(i) 52.225-3, Buy American—Free Trade Agreements—Israeli Trade Act (MAY 2014) (41 U.S.C. chapter 83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43).

☐ (ii) Alternate I (MAY 2014) of 52.225-3.

☐ (iii) Alternate II (MAY 2014) of 52.225-3.

☐ (iv) Alternate III (MAY 2014) of 52.225-3.

☐ (48) 52.225-5, Trade Agreements (OCT 2016) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

☒ (49) 52.225-13, Restrictions on Certain Foreign Purchases (JUN 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

☐ (50) 52.225-26, Contractors Performing Private Security Functions Outside the United States (OCT 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

☐ (51) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).

☐ (52) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).

☐ (53) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

☐ (54) 52.232-30, Installment Payments for Commercial Items (JAN 2017) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

☐ (55) 52.232-33, Payment by Electronic Funds Transfer—System for Award Management (Jul 2013) (31 U.S.C. 3332).

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

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

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

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

☐ (60)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631).

☐ (ii) Alternate I (Apr 2003) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this

contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

- ☐ (1) 52.222-17, Nondisplacement of Qualified Workers (MAY 2014) (E.O. 13495).
- ☒ (2) 52.222-41, Service Contract Labor Standards (MAY 2014) (41 U.S.C. chapter 67).
- ☒ (3) 52.222-42, Statement of Equivalent Rates for Federal Hires (MAY 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

Employee Class

Monetary Wage-Fringe Benefits

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

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

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

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

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

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

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

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

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

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

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

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

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

- (i) 52.203-13, Contractor Code of Business Ethics and Conduct (OCT 2015) (41 U.S.C. 3509).
 - (ii) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (JAN 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).
 - (iii) 52.219-8, Utilization of Small Business Concerns (NOV 2016) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities.
 - (iv) 52.222-17, Nondisplacement of Qualified Workers (MAY 2014) (E.O. 13495). Flow down required in accordance with paragraph (l) of FAR clause 52.222-17.
 - (v) 52.222-21, Prohibition of Segregated Facilities (APR 2015).
 - (vi) 52.222-26, Equal Opportunity (SEP 2016) (E.O. 11246).
 - (vii) 52.222-35, Equal Opportunity for Veterans (OCT 2015) (38 U.S.C. 4212).
 - (viii) 52.222-36, Equal Opportunity for Workers with Disabilities (JUL 2014) (29 U.S.C. 793).
 - (ix) 52.222-37, Employment Reports on Veterans (FEB 2016) (38 U.S.C. 4212).
 - (x) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.
 - (xi) 52.222-41, Service Contract Labor Standards (MAY 2014) (41 U.S.C. chapter 67).
 - (xii)(A) 52.222-50, Combating Trafficking in Persons (MAR 2015) (22 U.S.C. chapter 78 and E.O. 13627).
 - (B) Alternate I (MAR 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).
 - (xiii) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment—Requirements (MAY 2014) (41 U.S.C. chapter 67).
 - (xiv) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services—Requirements (MAY 2014) (41 U.S.C. chapter 67).
 - (xv) 52.222-54, Employment Eligibility Verification (OCT 2015) (E. O. 12989).
 - (xvi) 52.222-55, Minimum Wages Under Executive Order 13658 (DEC 2015).
 - (xvii) 52.222-62 Paid Sick Leave Under Executive Order 13706 (JAN 2017) (E.O. 13706).
 - (xviii)(A) 52.224-3, Privacy Training (JAN 2017) (5 U.S.C. 552a).
 - (B) Alternate I (JAN 2017) of 52.224-3.
 - (xix) 52.225-26, Contractors Performing Private Security Functions Outside the United States (OCT 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).
 - (xx) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (MAY 2014) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.
 - (xxi) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.
- (2) While not required, the Contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.
- (End of Clause)

6. FAR 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)

7. FAR 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 60 days.

(End of Clause)

8. FAR 52.217-9 Option to Extend the Term of the Contract (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within 60 days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 30 days before the contract expires. The preliminary notice does not commit the Government to an extension.

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

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

(End of Clause)

9. FAR 52.228-5 Insurance—Work on a Government Installation (JAN 1997)

(a) The Contractor shall, at its own expense, provide and maintain during the entire performance of this contract, at least the kinds and minimum amounts of insurance required in the Schedule or elsewhere in the contract.

(b) Before commencing work under this contract, the Contractor shall notify the Contracting Officer in writing that the required insurance has been obtained. The policies evidencing required insurance shall contain an endorsement to the effect that any cancellation or any material change adversely affecting the Government's interest shall not be effective—

(1) For such period as the laws of the State in which this contract is to be performed prescribe; or

(2) Until 30 days after the insurer or the Contractor gives written notice to the Contracting Officer, whichever period is longer.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in subcontracts under this contract that require work on a Government installation and shall require subcontractors to provide and maintain the insurance required in the Schedule or elsewhere in the contract. The Contractor shall maintain a copy of all subcontractors' proofs of required insurance, and shall make copies available to the Contracting Officer upon request.

(End of Clause)

10. FAR 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:

Flora Ceponis

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)

11. VAAR 852.203-70 - Commercial Advertising (JAN 2008)

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

(End of Clause)

12. VAAR 852.237-70 - Contractor Responsibilities (APR 1984)

The contractor shall obtain all necessary licenses and/or permits required to perform this work. He/she shall take all reasonable precautions necessary to protect persons and property from injury or damage during the performance of this contract. He/she shall be responsible for any injury to himself/herself, his/her employees, as well as for any damage to personal or public property that occurs during the performance of this contract that is caused by his/her employees fault or negligence, and shall maintain personal liability and property damage insurance having

coverage for a limit as required by the laws of the State of 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)

All *offerors*, shall submit the following:

- ☐ The Contractor shall completely fill out the Price Schedule provided in this Solicitation. No other format for the submission of the Price Schedule shall be accepted. The price stated in the offer shall be an inclusive rate.
- ☐ Have you acknowledged any amendment (s), if applicable?
- ☐ Have you included the requested information requested for the Special Standards of Responsibility?
- ☐ 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?

All offers shall be sent via email to Flora Ceponis at Flora.Ceponis@va.gov.

This is an open-market combined synopsis/solicitation for the purchase Community Engagement Reintegration Services Case Management Training (CERSCMT). The government intends to award a FFP type contract as a result of this combined synopsis/solicitation that will include the terms and conditions set forth herein. To facilitate the award process, all proposals must include a statement regarding the terms and conditions herein as follows:

"The terms and conditions in the solicitation are acceptable to be included in the award document without modification, deletion, or addition."

Questions shall be submitted in writing via email no later than August 27, 2018 at 1:00pm PST to Flora Ceponis at Flora.Ceponis@va.gov. All questions will be answered via an amendment on or about August 30, 2018.

Proposal submission shall be received not later than 1:00 pm PST on September 14, 2018 at NCO22 to Flora.Ceponis@va.gov. Late submissions shall be treated in accordance with the solicitation provision at FAR 52.212-1(f).

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Attachment: Wage Determination

WAGE DETERMINATION - LOS ANGELES COUNTY WD 15-5613 (Rev.-9) was first posted on www.wdol.gov on 01/16/2018

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

Daniel W. Simms	Division of		Wage Determination No.: 2015-5613
Director	Wage Determinations		Revision No.: 9
			Date Of Revision: 01/10/2018

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

State: California
Area: California County of Los Angeles

OCCUPATION NOTES:

Heating, Air Conditioning, and Refrigeration services: Occupational wage rates and fringe benefits may be found on WD 1986-0879. Laundry services: Occupational wage rates and fringe benefits may be found on WD 1977-1297.

Fringe Benefits Required Follow the Occupational Listing

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		16.60
01012 - Accounting Clerk II		18.64
01013 - Accounting Clerk III		20.85
01020 - Administrative Assistant		30.89
01035 - Court Reporter		24.11
01041 - Customer Service Representative I		13.98
01042 - Customer Service Representative II		15.72
01043 - Customer Service Representative III		17.15
01051 - Data Entry Operator I		14.04
01052 - Data Entry Operator II		15.32
01060 - Dispatcher, Motor Vehicle		22.41
01070 - Document Preparation Clerk		15.13
01090 - Duplicating Machine Operator		15.13
01111 - General Clerk I		13.43
01112 - General Clerk II		14.92
01113 - General Clerk III		17.43
01120 - Housing Referral Assistant		21.90
01141 - Messenger Courier		13.86
01191 - Order Clerk I		16.98
01192 - Order Clerk II		18.53
01261 - Personnel Assistant (Employment) I		18.07

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01262 - Personnel Assistant (Employment) II	20.20
01263 - Personnel Assistant (Employment) III	22.53
01270 - Production Control Clerk	23.51
01290 - Rental Clerk	16.83
01300 - Scheduler, Maintenance	17.39
01311 - Secretary I	17.39
01312 - Secretary II	19.45
01313 - Secretary III	21.90
01320 - Service Order Dispatcher	19.54
01410 - Supply Technician	30.89
01420 - Survey Worker	19.93
01460 - Switchboard Operator/Receptionist	14.51
01531 - Travel Clerk I	14.72
01532 - Travel Clerk II	16.02
01533 - Travel Clerk III	17.21
01611 - Word Processor I	16.70
01612 - Word Processor II	18.56
01613 - Word Processor III	20.64
05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer, Fiberglass	23.56
05010 - Automotive Electrician	22.18
05040 - Automotive Glass Installer	20.84
05070 - Automotive Worker	20.84
05110 - Mobile Equipment Servicer	19.16
05130 - Motor Equipment Metal Mechanic	23.56
05160 - Motor Equipment Metal Worker	20.84
05190 - Motor Vehicle Mechanic	23.56
05220 - Motor Vehicle Mechanic Helper	18.38
05250 - Motor Vehicle Upholstery Worker	20.40
05280 - Motor Vehicle Wrecker	20.84
05310 - Painter, Automotive	22.18
05340 - Radiator Repair Specialist	20.84
05370 - Tire Repairer	16.73
05400 - Transmission Repair Specialist	23.56
07000 - Food Preparation And Service Occupations	
07010 - Baker	12.28
07041 - Cook I	14.72
07042 - Cook II	17.03
07070 - Dishwasher	10.29
07130 - Food Service Worker	11.28
07210 - Meat Cutter	15.92
07260 - Waiter/Waitress	10.84
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	20.45
09040 - Furniture Handler	13.66
09080 - Furniture Refinisher	20.45
09090 - Furniture Refinisher Helper	16.30
09110 - Furniture Repairer, Minor	18.74
09130 - Upholsterer	20.45
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	11.76
11060 - Elevator Operator	14.04
11090 - Gardener	19.21
11122 - Housekeeping Aide	14.04
11150 - Janitor	14.04
11210 - Laborer, Grounds Maintenance	14.40
11240 - Maid or Houseman	11.62
11260 - Pruner	13.27
11270 - Tractor Operator	17.13
11330 - Trail Maintenance Worker	14.40
11360 - Window Cleaner	15.77
12000 - Health Occupations	

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12010 - Ambulance Driver	17.82
12011 - Breath Alcohol Technician	19.60
12012 - Certified Occupational Therapist Assistant	31.92
12015 - Certified Physical Therapist Assistant	32.31
12020 - Dental Assistant	17.34
12025 - Dental Hygienist	46.45
12030 - EKG Technician	30.63
12035 - Electroneuro diagnostic Technologist	30.63
12040 - Emergency Medical Technician	17.82
12071 - Licensed Practical Nurse I	19.32
12072 - Licensed Practical Nurse II	21.61
12073 - Licensed Practical Nurse III	24.09
12100 - Medical Assistant	16.38
12130 - Medical Laboratory Technician	20.02
12160 - Medical Record Clerk	17.59
12190 - Medical Record Technician	19.67
12195 - Medical Transcriptionist	23.42
12210 - Nuclear Medicine Technologist	44.21
12221 - Nursing Assistant I	11.65
12222 - Nursing Assistant II	13.10
12223 - Nursing Assistant III	14.29
12224 - Nursing Assistant IV	16.04
12235 - Optical Dispenser	17.80
12236 - Optical Technician	15.71
12250 - Pharmacy Technician	17.93
12280 - Phlebotomist	16.53
12305 - Radiologic Technologist	30.54
12311 - Registered Nurse I	31.47
12312 - Registered Nurse II	38.49
12313 - Registered Nurse II, Specialist	38.49
12314 - Registered Nurse III	48.20
12315 - Registered Nurse III, Anesthetist	48.20
12316 - Registered Nurse IV	57.77
12317 - Scheduler (Drug and Alcohol Testing)	26.76
12320 - Substance Abuse Treatment Counselor	17.48
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	24.83
13012 - Exhibits Specialist II	30.76
13013 - Exhibits Specialist III	37.63
13041 - Illustrator I	27.84
13042 - Illustrator II	34.51
13043 - Illustrator III	42.16
13047 - Librarian	36.64
13050 - Library Aide/Clerk	16.49
13054 - Library Information Technology Systems Administrator	33.09
13058 - Library Technician	22.40
13061 - Media Specialist I	23.87
13062 - Media Specialist II	26.70
13063 - Media Specialist III	29.77
13071 - Photographer I	17.95
13072 - Photographer II	20.08
13073 - Photographer III	26.61
13074 - Photographer IV	33.56
13075 - Photographer V	40.61
13090 - Technical Order Library Clerk	16.03
13110 - Video Teleconference Technician	24.18
14000 - Information Technology Occupations	
14041 - Computer Operator I	17.82
14042 - Computer Operator II	19.93
14043 - Computer Operator III	22.89
14044 - Computer Operator IV	25.73

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14045 - Computer Operator V	27.35
14071 - Computer Programmer I (see 1)	27.42
14072 - Computer Programmer II (see 1)	
14073 - Computer Programmer III (see 1)	
14074 - Computer Programmer IV (see 1)	
14101 - Computer Systems Analyst I (see 1)	
14102 - Computer Systems Analyst II (see 1)	
14103 - Computer Systems Analyst III (see 1)	
14150 - Peripheral Equipment Operator	17.82
14160 - Personal Computer Support Technician	25.73
14170 - System Support Specialist	33.61
15000 - Instructional Occupations	
15010 - Aircrew Training Devices Instructor (Non-Rated)	34.73
15020 - Aircrew Training Devices Instructor (Rated)	42.03
15030 - Air Crew Training Devices Instructor (Pilot)	50.37
15050 - Computer Based Training Specialist / Instructor	34.73
15060 - Educational Technologist	36.57
15070 - Flight Instructor (Pilot)	50.37
15080 - Graphic Artist	26.72
15085 - Maintenance Test Pilot, Fixed, Jet/Prop	43.94
15086 - Maintenance Test Pilot, Rotary Wing	43.94
15088 - Non-Maintenance Test/Co-Pilot	43.94
15090 - Technical Instructor	25.70
15095 - Technical Instructor/Course Developer	31.47
15110 - Test Proctor	20.77
15120 - Tutor	20.77
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations	
16010 - Assembler	
16030 - Counter Attendant	
16040 - Dry Cleaner	
16070 - Finisher, Flatwork, Machine	
16090 - Presser, Hand	
16110 - Presser, Machine, Dry-cleaning	
16130 - Presser, Machine, Shirts	
16160 - Presser, Machine, Wearing Apparel, Laundry	
16190 - Sewing Machine Operator	
16220 - Tailor	
16250 - Washer, Machine	
19000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	20.87
19040 - Tool And Die Maker	25.31
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	17.02
21030 - Material Coordinator	23.51
21040 - Material Expediter	23.51
21050 - Material Handling Laborer	13.02
21071 - Order Filler	13.31
21080 - Production Line Worker (Food Processing)	17.02
21110 - Shipping Packer	15.08
21130 - Shipping/Receiving Clerk	15.08
21140 - Store Worker I	12.50
21150 - Stock Clerk	17.48
21210 - Tools And Parts Attendant	17.02
21410 - Warehouse Specialist	17.02
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	33.86
23019 - Aircraft Logs and Records Technician	25.91
23021 - Aircraft Mechanic I	32.01
23022 - Aircraft Mechanic II	33.86
23023 - Aircraft Mechanic III	35.13
23040 - Aircraft Mechanic Helper	22.42
23050 - Aircraft, Painter	27.52

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23060 - Aircraft Servicer	25.91
23070 - Aircraft Survival Flight Equipment Technician	27.52
23080 - Aircraft Worker	27.04
23091 - Aircrew Life Support Equipment (ALSE) Mechanic I	27.04
23092 - Aircrew Life Support Equipment (ALSE) Mechanic II	32.01
23110 - Appliance Mechanic	22.12
23120 - Bicycle Repairer	15.47
23125 - Cable Splicer	39.73
23130 - Carpenter, Maintenance	27.67
23140 - Carpet Layer	21.12
23160 - Electrician, Maintenance	30.29
23181 - Electronics Technician Maintenance I	25.24
23182 - Electronics Technician Maintenance II	26.88
23183 - Electronics Technician Maintenance III	28.53
23260 - Fabric Worker	23.97
23290 - Fire Alarm System Mechanic	22.33
23310 - Fire Extinguisher Repairer	23.06
23311 - Fuel Distribution System Mechanic	31.38
23312 - Fuel Distribution System Operator	23.99
23370 - General Maintenance Worker	23.26
23380 - Ground Support Equipment Mechanic	32.01
23381 - Ground Support Equipment Servicer	25.91
23382 - Ground Support Equipment Worker	27.04
23391 - Gunsmith I	23.06
23392 - Gunsmith II	26.68
23393 - Gunsmith III	30.16
23410 - Heating, Ventilation And Air-Conditioning Mechanic	
23411 - Heating, Ventilation And Air Conditioning Mechanic (Research Facility)	
23430 - Heavy Equipment Mechanic	29.20
23440 - Heavy Equipment Operator	38.94
23460 - Instrument Mechanic	32.82
23465 - Laboratory/Shelter Mechanic	28.42
23470 - Laborer	12.49
23510 - Locksmith	24.42
23530 - Machinery Maintenance Mechanic	28.51
23550 - Machinist, Maintenance	25.41
23580 - Maintenance Trades Helper	14.82
23591 - Metrology Technician I	32.82
23592 - Metrology Technician II	34.76
23593 - Metrology Technician III	36.12
23640 - Millwright	30.03
23710 - Office Appliance Repairer	21.54
23760 - Painter, Maintenance	21.89
23790 - Pipefitter, Maintenance	28.31
23810 - Plumber, Maintenance	26.66
23820 - Pneudraulic Systems Mechanic	30.16
23850 - Rigger	28.45
23870 - Scale Mechanic	26.68
23890 - Sheet-Metal Worker, Maintenance	28.02
23910 - Small Engine Mechanic	20.48
23931 - Telecommunications Mechanic I	27.27
23932 - Telecommunications Mechanic II	28.88
23950 - Telephone Lineman	29.26
23960 - Welder, Combination, Maintenance	19.75
23965 - Well Driller	29.72
23970 - Woodcraft Worker	28.92
23980 - Woodworker	22.37
24000 - Personal Needs Occupations	
24550 - Case Manager	17.63
24570 - Child Care Attendant	13.05

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24580 - Child Care Center Clerk	16.03
24610 - Chore Aide	11.18
24620 - Family Readiness And Support Services Coordinator	17.63
24630 - Homemaker	19.21
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	33.39
25040 - Sewage Plant Operator	34.88
25070 - Stationary Engineer	33.39
25190 - Ventilation Equipment Tender	23.40
25210 - Water Treatment Plant Operator	34.88
27000 - Protective Service Occupations	
27004 - Alarm Monitor	28.53
27007 - Baggage Inspector	13.15
27008 - Corrections Officer	31.01
27010 - Court Security Officer	33.16
27030 - Detection Dog Handler	23.77
27040 - Detention Officer	31.01
27070 - Firefighter	36.27
27101 - Guard I	13.15
27102 - Guard II	23.77
27131 - Police Officer I	41.71
27132 - Police Officer II	46.34
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	15.28
28042 - Carnival Equipment Repairer	16.62
28043 - Carnival Worker	11.13
28210 - Gate Attendant/Gate Tender	15.61
28310 - Lifeguard	14.97
28350 - Park Attendant (Aide)	17.47
28510 - Recreation Aide/Health Facility Attendant	12.74
28515 - Recreation Specialist	21.63
28630 - Sports Official	13.89
28690 - Swimming Pool Operator	19.28
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	26.26
29020 - Hatch Tender	26.26
29030 - Line Handler	26.26
29041 - Stevedore I	24.53
29042 - Stevedore II	27.97
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	42.27
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	29.15
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	32.11
30021 - Archeological Technician I	24.86
30022 - Archeological Technician II	27.81
30023 - Archeological Technician III	34.46
30030 - Cartographic Technician	34.46
30040 - Civil Engineering Technician	37.25
30051 - Cryogenic Technician I	28.93
30052 - Cryogenic Technician II	31.95
30061 - Drafter/CAD Operator I	24.86
30062 - Drafter/CAD Operator II	27.81
30063 - Drafter/CAD Operator III	31.00
30064 - Drafter/CAD Operator IV	38.15
30081 - Engineering Technician I	19.68
30082 - Engineering Technician II	22.09
30083 - Engineering Technician III	24.70
30084 - Engineering Technician IV	30.60
30085 - Engineering Technician V	37.43
30086 - Engineering Technician VI	45.29
30090 - Environmental Technician	27.72

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30095 - Evidence Control Specialist	26.12
30210 - Laboratory Technician	23.13
30221 - Latent Fingerprint Technician I	39.94
30222 - Latent Fingerprint Technician II	44.09
30240 - Mathematical Technician	33.92
30361 - Paralegal/Legal Assistant I	21.83
30362 - Paralegal/Legal Assistant II	27.04
30363 - Paralegal/Legal Assistant III	33.08
30364 - Paralegal/Legal Assistant IV	40.03
30375 - Petroleum Supply Specialist	31.95
30390 - Photo-Optics Technician	33.92
30395 - Radiation Control Technician	31.95
30461 - Technical Writer I	25.09
30462 - Technical Writer II	30.68
30463 - Technical Writer III	37.12
30491 - Unexploded Ordnance (UXO) Technician I	26.87
30492 - Unexploded Ordnance (UXO) Technician II	32.51
30493 - Unexploded Ordnance (UXO) Technician III	38.96
30494 - Unexploded (UXO) Safety Escort	26.87
30495 - Unexploded (UXO) Sweep Personnel	26.87
30501 - Weather Forecaster I	31.36
30502 - Weather Forecaster II	38.17
30620 - Weather Observer, Combined Upper Air Or	(see 2) 31.00
Surface Programs	
30621 - Weather Observer, Senior	(see 2) 33.79
31000 - Transportation/Mobile Equipment Operation Occupations	
31010 - Airplane Pilot	32.51
31020 - Bus Aide	13.63
31030 - Bus Driver	19.62
31043 - Driver Courier	14.00
31260 - Parking and Lot Attendant	10.69
31290 - Shuttle Bus Driver	15.26
31310 - Taxi Driver	13.23
31361 - Truckdriver, Light	15.26
31362 - Truckdriver, Medium	20.63
31363 - Truckdriver, Heavy	21.78
31364 - Truckdriver, Tractor-Trailer	21.78
99000 - Miscellaneous Occupations	
99020 - Cabin Safety Specialist	15.85
99030 - Cashier	12.13
99050 - Desk Clerk	12.65
99095 - Embalmer	27.06
99130 - Flight Follower	26.87
99251 - Laboratory Animal Caretaker I	13.33
99252 - Laboratory Animal Caretaker II	14.58
99260 - Marketing Analyst	30.70
99310 - Mortician	34.35
99410 - Pest Controller	15.19
99510 - Photofinishing Worker	16.90
99710 - Recycling Laborer	25.44
99711 - Recycling Specialist	29.85
99730 - Refuse Collector	22.70
99810 - Sales Clerk	17.13
99820 - School Crossing Guard	11.51
99830 - Survey Party Chief	45.10
99831 - Surveying Aide	25.25
99832 - Surveying Technician	33.20
99840 - Vending Machine Attendant	13.35
99841 - Vending Machine Repairer	16.83
99842 - Vending Machine Repairer Helper	13.35

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

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$4.41 per hour or \$176.40 per week or \$764.40 per month

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

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

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

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

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

1) COMPUTER EMPLOYEES: Under the SCA at section 8(b), this wage determination does not apply to any employee who individually qualifies as a bona fide executive, administrative, or professional employee as defined in 29 C.F.R. Part 541. Because most Computer System Analysts and Computer Programmers who are compensated at a rate not less than \$27.63 (or on a salary or fee basis at a rate not less than \$455 per week) an hour would likely qualify as exempt computer professionals, (29 C.F.R. 541.400) wage rates may not be listed on this wage determination for all occupations within those job families. In addition, because this wage determination may not list a wage rate for some or all occupations within those job families if the survey data indicates that the prevailing wage rate for the occupation equals or exceeds \$27.63 per hour conformances may be necessary for certain nonexempt employees. For example, if an individual employee is nonexempt but nevertheless performs duties within the scope of one of the Computer Systems Analyst or Computer Programmer occupations for which this wage determination does not specify an SCA wage rate, then the wage rate for that employee must be conformed in accordance with the conformance procedures described in the conformance note included on this wage determination.

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

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

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

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

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

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

**** HAZARDOUS PAY DIFFERENTIAL ****

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

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

**** UNIFORM ALLOWANCE ****

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

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing,

or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

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

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

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

Conformance Process:

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

The process for preparing a conformance request is as follows:

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

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

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

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

(End of Report)