

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30				1. REQUISITION NO.		PAGE 1 OF 91	
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE		4. ORDER NO.		5. SOLICITATION NUMBER 36C26219R0001	
6. SOLICITATION ISSUE DATE 11-1-2018		7. FOR SOLICITATION INFORMATION CALL: a. NAME Danielle Carroll		b. TELEPHONE NO. (No Collect Calls) 562-766-2240		8. OFFER DUE DATE/LOCAL TIME 11-20-2018 3PM PST	
9. ISSUED BY Department of Veterans Affairs Network Contracting Office 22 4811 Airport Plaza Drive Suite 600 Long Beach CA 90815				10. THIS ACQUISITION IS <input type="checkbox"/> UNRESTRICTED OR <input type="checkbox"/> SET ASIDE: _____ % FOR: <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM NAICS: 485310 <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> EDWOSB <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input type="checkbox"/> 8(A) SIZE STANDARD: \$15 Million			
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input checked="" type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS		13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) <input type="checkbox"/>		13b. RATING N/A	
14. METHOD OF SOLICITATION <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input checked="" type="checkbox"/> RFP		15. DELIVER TO CODE _____		16. ADMINISTERED BY Department of Veterans Affairs Network Contracting Office 22 4811 Airport Plaza Drive Suite 600 Long Beach CA 90815 CODE 00262			
17a. CONTRACTOR/OFFEROR CODE _____ FACILITY CODE _____		18a. PAYMENT WILL BE MADE BY Department of Veterans Affairs Financial Services Center P.O. Box 149971 Austin TX 78714-9971 PHONE: _____ FAX: _____					
TELEPHONE NO. _____ DUNS: _____ DUNS+4: _____		18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM					
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER							
19. ITEM NO.		20. SCHEDULE OF SUPPLIES/SERVICES See CONTINUATION Page		21. QUANTITY		22. UNIT	
		Taxi Services for VA Long Beach Healthcare System (VALBHS) and VA San Diego Healthcare System (VASDHS) See enclosed schedule of services and price (Use Reverse and/or Attach Additional Sheets as Necessary)				23. UNIT PRICE	
						24. AMOUNT	
25. ACCOUNTING AND APPROPRIATION DATA See CONTINUATION Page				26. TOTAL AWARD AMOUNT (For Govt. Use Only)			
27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA <input checked="" type="checkbox"/>				27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA <input type="checkbox"/>			
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN <u>1</u> COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED				29. AWARD OF CONTRACT: REF. _____ OFFER DATED _____, YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN IS ACCEPTED AS TO ITEMS: <input type="checkbox"/>			
30a. SIGNATURE OF OFFEROR/CONTRACTOR				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)			
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)		30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) Sandra Fusco		31c. DATE SIGNED	

Table of Contents

SECTION A.....	1
A.1 SF 1449 SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS.....	1
SECTION B - CONTINUATION OF SF 1449 BLOCKS.....	4
B.1 CONTRACT ADMINISTRATION DATA.....	4
B.2 SCHEDULE OF SERVICES AND PRICE	5
B.2.1 – VA Long Beach Health Care System	5
B.2.2 – VA San Diego Care System.....	7
B.3 PERFORMANCE WORK STATEMENT	9
SECTION C - CONTRACT CLAUSES	20
C.1 52.212-4 CONTRACT TERMS AND CONDITIONS—COMMERCIAL ITEMS (JAN 2017)	20
C.2 52.203-16 PREVENTING PERSONAL CONFLICTS OF INTEREST (DEC 2011).....	25
C.3 52.203-17 CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (APR 2014)	29
C.4 52.204-18 COMMERCIAL AND GOVERNMENT ENTITY CODE MAINTENANCE (JUL 2016).....	29
C.5 52.216-18 ORDERING (OCT 1995)	30
C.6 52.216-19 ORDER LIMITATIONS (OCT 1995).....	30
C.7 52.216-22 INDEFINITE QUANTITY (OCT 1995)	31
C.8 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999).....	31
C.9 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000).....	31
C.10 52.224-2 PRIVACY ACT (APR 1984).....	32
C.11 52.224-1 PRIVACY ACT NOTIFICATION (APR 1984).....	33
C.12 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998).....	33
C.13 SUPPLEMENTAL INSURANCE REQUIREMENTS	33
C.14 VAAR 852.203-70 COMMERCIAL ADVERTISING (MAY 2018).....	33
C.15 VAAR 852.237-70 CONTRACTOR RESPONSIBILITIES (APR 1984).....	34
C.16 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS—COMMERCIAL ITEMS (JAN 2018).....	34
SECTION D - CONTRACT DOCUMENTS, EXHIBITS, OR ATTACHMENTS	42
D.1 WAGE DETERMINATION – STATE OF CALIFORNIA, COUNTY OF LOS ANGELES .42	
D.2 WAGE DETERMINATION – STATE OF CALIFORNIA, COUNTY OF SAN DIEGO	50
D.3 PRICE WORKSHEET.....	59
SECTION E - SOLICITATION PROVISIONS	66
E.1 52.212-1 INSTRUCTIONS TO OFFERORS—COMMERCIAL ITEMS (JAN 2017).....	66
E.2 ADDENDUM TO FAR 52.212-1 INSTRUCTIONS TO OFFERORS — COMMERCIAL ITEMS	70
E.3 52.212-2 EVALUATION—COMMERCIAL ITEMS (OCT 2014).....	71
E.4 52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS—COMMERCIAL ITEMS (NOV 2017)	72

E.5 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)	88
E.6 52.209-7 INFORMATION REGARDING RESPONSIBILITY MATTERS (JUL 2013)	88
E.7 52.216-1 TYPE OF CONTRACT (APR 1984).....	89
E.8 52.233-2 SERVICE OF PROTEST (SEP 2006)	89
E.9 VAAR 852.233-70 PROTEST CONTENT/ALTERNATIVE DISPUTE RESOLUTION (JAN 2008)	90
E.10 VAAR 852.233-71 ALTERNATE PROTEST PROCEDURE (JAN 1998)	91
E.11 VAAR 852.273-74 AWARD WITHOUT EXCHANGES (JAN 2003).....	91

SECTION B - CONTINUATION OF SF 1449 BLOCKS

B.1 CONTRACT ADMINISTRATION DATA

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

a. CONTRACTOR:

b. GOVERNMENT: Department of Veterans Affairs, Network Contracting Office -22

Danielle Carroll, Contract Specialist
4811 Airport Plaza Drive Suite 600, Long Beach, CA 90815
Telephone number: 562-766-2240
Email: Danielle.carroll4@va.gov

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

☒ 52.232-34, Payment by Electronic Funds Transfer— System for Award Management,
☐ 52.232-36, Payment by Third Party

3. INVOICES: Invoices shall be submitted in arrears:

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

4. GOVERNMENT INVOICE ADDRESS: Please contact Tungsten at the phone number or email address listed below to begin submitting your electronic invoices to the VA Financial Services Center for payment processing. If you have any questions about the e-invoicing program or Tungsten, please contact the FSC at the phone number or email address listed below:

- Tungsten e-Invoice Setup Information: 1-877-489-6135
- Tungsten e-Invoice email: VA.Registration@Tungsten-Network.com
- FSC e-Invoice Contact Information: 1-877-353-9791
- FSC e-Invoice email: vafscshd@va.gov

AMENDMENT NO	DATE

B.2 SCHEDULE OF SERVICES AND PRICE

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

The guaranteed minimum amount for this contract is \$500.00. The maximum aggregate value of the order that can be placed under this contract is \$5,000,000.00. The Government does not guarantee that it will place any orders under this contract in excess of the guaranteed minimum amount.

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

B.2.1 – VA Long Beach Health Care System

BASE YEAR: December 3 rd , 2018 – December 2 nd , 2019			
ITEM NUMBER	DESCRIPTION OF SUPPLIES/SERVICES	UNIT	UNIT PRICE
0001AA	WITHIN A 20 MILE RADIUS FROM DESIGNATED PICK-UP POINT TO DROP OFF LOCATION	Trip	_____
0002AA	CHARGE PER MILE BEYOND 20 MILES	Miles	_____
0003AA	BILLABLE INCOMPLETE PICKUPS	Trips	_____
0004AA	BILLABLE WAIT TIMES (first 15 minutes at no charge to the government One (1) increment of 15 minutes only)	15 mins	_____

OPTION YEAR 1: December 3 rd , 2019 – December 2 nd , 2020			
ITEM NUMBER	DESCRIPTION OF SUPPLIES/SERVICES	UNIT	UNIT PRICE
1001AA	WITHIN A 20 MILE RADIUS FROM DESIGNATED PICK-UP POINT TO DROP OFF LOCATION	Trip	_____
1002AA	CHARGE PER MILE BEYOND 20 MILES	Miles	_____

1003AA	BILLABLE INCOMPLETE PICKUPS	Trips	_____
1004AA	BILLABLE WAIT TIMES (first 15 minutes at no charge to the government One (1) increment of 15 minutes only)	15 mins	_____

OPTION YEAR 2: December 3rd, 2020 – December 2nd, 2021			
ITEM NUMBER	DESCRIPTION OF SUPPLIES/SERVICES	UNIT	UNIT PRICE
2001AA	WITHIN A 20 MILE RADIUS FROM DESIGNATED PICK-UP POINT TO DROP OFF LOCATION	Trip	_____
2002AA	CHARGE PER MILE BEYOND 20 MILES	Miles	_____
2003AA	BILLABLE INCOMPLETE PICKUPS	Trips	_____
2004AA	BILLABLE WAIT TIMES (first 15 minutes at no charge to the government One (1) increment of 15 minutes only)	15 mins	_____

OPTION YEAR 3: December 3rd, 2021 – December 2nd, 2022			
ITEM NUMBER	DESCRIPTION OF SUPPLIES/SERVICES	UNIT	UNIT PRICE
3001AA	WITHIN A 20 MILE RADIUS FROM DESIGNATED PICK-UP POINT TO DROP OFF LOCATION	Trip	_____
3002AA	CHARGE PER MILE BEYOND 20 MILES	Miles	_____
3003AA	BILLABLE INCOMPLETE PICKUPS	Trips	_____
3004AA	BILLABLE WAIT TIMES (first 15 minutes at no charge to the government One (1) increment of 15 minutes only)	15 mins	_____

OPTION YEAR 4: December 3 rd , 2022 – December 2nd, 2023			
ITEM NUMBER	DESCRIPTION OF SUPPLIES/SERVICES	UNIT	UNIT PRICE
4001AA	WITHIN A 20 MILE RADIUS FROM DESIGNATED PICK-UP POINT TO DROP OFF LOCATION	Trip	_____
4002AA	CHARGE PER MILE BEYOND 20 MILES	Miles	_____
4003AA	BILLABLE INCOMPLETE PICKUPS	Trips	_____
4004AA	BILLABLE WAIT TIMES (first 15 minutes at no charge to the government One (1) increment of 15 minutes only)	15 mins	_____

B.2.2 – VA San Diego Care System

BASE YEAR: December 3 rd , 2018 – December 2nd, 2019			
ITEM NUMBER	DESCRIPTION OF SUPPLIES/SERVICES	UNIT	UNIT PRICE
0001AB	WITHIN A 20 MILE RADIUS FROM DESIGNATED PICK-UP POINT TO DROP OFF LOCATION	Trip	_____
0002AB	CHARGE PER MILE BEYOND 20 MILES	Miles	_____
0003AB	BILLABLE INCOMPLETE PICKUPS	Trips	_____
0004AB	BILLABLE WAIT TIMES (first 15 minutes at no charge to the government One (1) increment of 15 minutes only)	15 mins	_____

OPTION YEAR 1: December 3 rd , 2019 – December 2nd, 2020			
ITEM NUMBER	DESCRIPTION OF SUPPLIES/SERVICES	UNIT	UNIT PRICE
1001AB	WITHIN A 20 MILE RADIUS FROM DESIGNATED PICK-UP POINT TO DROP OFF LOCATION	Trip	_____
1002AB	CHARGE PER MILE BEYOND 20 MILES	Miles	_____
1003AB	BILLABLE INCOMPLETE PICKUPS	Trips	_____
1004AB	BILLABLE WAIT TIMES (first 15 minutes at no charge to the government One (1) increment of 15 minutes only)	15 mins	_____

OPTION YEAR 2: December 3 rd , 2020 – December 2nd, 2021			
ITEM NUMBER	DESCRIPTION OF SUPPLIES/SERVICES	UNIT	UNIT PRICE
2001AB	WITHIN A 20 MILE RADIUS FROM DESIGNATED PICK-UP POINT TO DROP OFF LOCATION	Trip	_____
2002AB	CHARGE PER MILE BEYOND 20 MILES	Miles	_____
2003AB	BILLABLE INCOMPLETE PICKUPS	Trips	_____
2004AB	BILLABLE WAIT TIMES (first 15 minutes at no charge to the government One (1) increment of 15 minutes only)	15 mins	_____

OPTION YEAR 3: December 3 rd , 2021 – December 2nd, 2022			
ITEM NUMBER	DESCRIPTION OF SUPPLIES/SERVICES	UNIT	UNIT PRICE
3001AB	WITHIN A 20 MILE RADIUS FROM DESIGNATED PICK-UP	Trip	_____

	POINT TO DROP OFF LOCATION		
3002AB	CHARGE PER MILE BEYOND 20 MILES	Miles	_____
3003AB	BILLABLE INCOMPLETE PICKUPS	Trips	_____
3004AB	BILLABLE WAIT TIMES (first 15 minutes at no charge to the government One (1) increment of 15 minutes only)	15 mins	_____

OPTION YEAR 4: December 3rd, 2022 – December 2nd, 2023			
ITEM NUMBER	DESCRIPTION OF SUPPLIES/SERVICES	UNIT	UNIT PRICE
4001AB	WITHIN A 20 MILE RADIUS FROM DESIGNATED PICK-UP POINT TO DROP OFF LOCATION	Trip	_____
4002AB	CHARGE PER MILE BEYOND 20 MILES	Miles	_____
4003AB	BILLABLE INCOMPLETE PICKUPS	Trips	_____
4004AB	BILLABLE WAIT TIMES (first 15 minutes at no charge to the government One (1) increment of 15 minutes only)	15 mins	_____

B.3 PERFORMANCE WORK STATEMENT

1. GENERAL PROCEDURE

- 1.1. The Contractor shall provide Taxi Services to Veteran patients for the Veterans Administration Long Beach Healthcare System (VALBHS) and Veterans Administration San Diego Healthcare System (VASDHS), twenty-four (24) hours a day, seven (7) days a week including holidays as requested by the Government. All services shall be provided in accordance with the terms, conditions and requirements as specified herein.
- 1.2. The Contractor shall have a 24-hour dispatch center(s), so that the Healthcare System (HS) are able to request services. This includes an office where employees manage vehicles and dispatch/send them where they are needed.

- 1.3. Services shall routinely be provided to Veterans residing in the Long Beach, Los Angeles, San Diego, and Ventura counties. Transportation services shall also be required less frequently in other counties within Southern California. The Contractors shall have the capability to acquire required licenses and/or permits to perform the required services in each of these counties.
- 1.4. All services shall be performed from the designated pick-up point to the drop-off location which may include the main Long Beach and San Diego VAMC Medical Centers, another VA Medical Center, Community Based Out-Patient Clinic or other designated locations (i.e. nursing homes, airport, other medical facilities, etc.) including delivery to specific rooms within a building if so specified.

2. PARTICIPATING COMMUNITY BASED OUTPATIENT CLINICS (CBOCs):

- 2.1. The following are the addresses of the participating clinics where patient transport services shall be needed in addition to the listed Veteran Affairs Medical Centers (VAMC):

2.1.1. Veterans Administration of Long Beach Healthcare System (VALBHS):

2.1.1.1.

VA Anaheim Clinic 2569 W. Woodland Drive, Anaheim, CA 92801	Laguna Hills VA Medical Clinic 25292 McIntyre Street, Laguna Hills CA 92653
VA Santa Ana Clinic 1506 Brookhollow Dr. Santa Ana, CA 92705	VA Villages at Cabrillo Clinic 2001 River Avenue, Building 28 Long Beach, CA 90806
VA Whittier/Santa Fe Springs Clinic 10210 Orr and Day Road Santa Fe Springs, CA 90670	Anaheim Vet Center 859 South Harbor Blvd Anaheim, CA 92805
North Orange County Vet Center 12453 Lewis St. Suite 101 Garden Grove, CA 92840	Pools of Hope 6801 Long Beach Blvd Long Beach CA 90805

2.1.2. Veterans Administration of San Diego Healthcare System (VASDHS)

2.1.2.1.

VA Clinic – Mission Valley 8810 Rio San Diego Drive San Diego, CA'	VA Clinic – Oceanside 1300 Rancho Del Oro Road Oceanside, CA
VA Clinic – Sorrento Valley 10455 Sorrento Valley Road San Diego, CA	VA Clinic – Escondido 815 East Pennsylvania Avenue Escondido, CA
VA Clinic – Chula Vista 865 Third Avenue Chula Vista, CA	VA Clinic – El Centro 1600 South Imperial Drive El Centro, CA

3. VEHICLES

- 3.1. Contractor shall provide vehicles, equipment, and supplies of the quality, model and condition which ensures each patient high quality transportation service. Each vehicle shall be in excellent mechanical condition. The interior and exterior of each vehicle must be well maintained and present a respectable appearance. Each vehicle shall be of a model and make to ensure safe and comfortable transportation for the patient and must be inspected and maintained daily to assure mechanical fitness for public safety. Each vehicle shall be equipped with such safety items as required by Federal, State and local authorities in the area in which they are operated and any other items required by the aforementioned authorities in the future. In addition, the vehicles must have as a minimum:
 - 3.1.1. Heater and air conditioning in good operating condition capable of maintaining a comfortable temperature throughout the vehicle interior
 - 3.1.2. First aid kit and supplies
 - 3.1.3. Fire Extinguisher
 - 3.1.4. Appropriate road emergency warning and equipment
 - 3.1.5. Two communication devices
 - 3.1.6. Written emergency procedures that are immediately accessible, concise and comprehensible to the person operating the vehicle
- 3.2. All transportation vehicles and/or services shall be provided in accordance with Federal, State and local laws.

4. **DRIVER QUALIFICATIONS:** The Contractor's Taxi car drivers shall be fully trained and licensed in the State of California. Drivers shall treat all Veteran patients with courtesy and respect at all times. **Verbal and/or physical abuse of VA patients shall not be tolerated and shall be immediately reported to the COR or VAMC Beneficiary Travel section.**

5. TAXI TRIPS

- 5.1. The contractor shall provide 24-hour taxi services as requested by the VAMC Beneficiary Travel section. Trip requests will be communicated to the company dispatcher or designee by the VAMC Beneficiary Travel Section for each individual transport. Transport vouchers will be provided to the Veteran with one copy retained by the VA Medical Center. Drivers will complete each voucher at the end of the transport with the appropriate mileage annotated and the total expense. A computer-generated receipt will be attached to each voucher slip (if applicable). All transport requests will originate from the VAMC Beneficiary Travel section. A delegation of authority memorandum will be maintained on hand at the contractor dispatch office with a list of VA employees authorized to request transports.
- 5.2. For scheduled transports, the VAMC Beneficiary Travel Section will provide a transport list to the contractor within 24 hours of the requested transport date. The transport list will contain the Veteran's name, pick-up request time, pick-up location, and destination. The contractor will be provided return trip information from the VAMC Beneficiary Travel Section.

- 5.3. Gratuities will not be authorized at government expense.
- 5.4. The timeline of 45 minutes from request to taxi cab arrival will be required 98% of the time.
- 5.5. The contractor shall be responsible for compiling all completed voucher slips and preparing an invoice at the end of each month to be submitted through the appropriate VA billing channels for review, approval and payment to the vendor. Upon request, a copy of an individual voucher will be presented to the VAMC Beneficiary Travel Section within 24 hours.
- 5.6. Transports may include one passenger with the Veteran who is a caretaker, spouse, or family member traveling with the authorized Veteran. No additional rider fee will be charged to the Government for one additional passenger.
- 5.7. Transports for two authorized Veterans to the same destination will be accepted at the appropriate rate as stipulated by fair practice laws. The contractor will charge the additional rider fee as appropriate for the transport (if applicable).
- 5.8. Trips originating from VA Medical Center:
 - 5.8.1. The VAMC Beneficiary Travel Section will fill out a transport voucher listing the originating location (start point) and the address of the destination (end-point). Each voucher will include the Veteran's last name, first name, date of transport, and time the trip began. The VAMC Beneficiary Travel Section will contact the contractor to arrange the transportation. The voucher will be presented to the Veteran with one copy retained by the VA.
 - 5.8.2. Upon arrival at the destination, the driver will complete each voucher noting the mileage and total cost. Gratuities are not authorized at government expense.
 - 5.8.3. The driver will provide the completed voucher to his/her company's dispatch/billing office.
 - 5.8.4. No other stops are authorized for this transport.
 - 5.8.5. Point of destination is not authorized to be altered or changed by the Veteran.
- 5.9. Trips originating from locations other than the VA Medical Center (to include CBOC locations and Veterans' home of record):
 - 5.9.1. The VAMC Beneficiary Travel Section will contact the contractor to request transportation.
 - 5.9.2. The VAMC Beneficiary Travel Section will provide the name, pick-up time, pick-up location, and destination for each transported Veteran
 - 5.9.3. The driver will complete a handwritten voucher noting the date, Veteran's name, pick-up location, destination, mileage, and total cost. Gratuities will not be authorized at government expense.
 - 5.9.4. No other stops are authorized for this transport.
 - 5.9.5. Point of destination is not authorized to be altered or changed by the Veteran.

6. **FAILURE TO PROVIDE SERVICES:** The Contractor shall have adequate equipment and personnel to perform the estimated volumes as indicated in the Price Worksheet. In the event the Contractor is unable or fails to perform any required patient transport, the Government reserves the right to obtain services from another source and charge the Contractor with any excess cost. The VA shall be the sole judge in determining when to order service from another source when the Contractor fails to perform.

7. **WORK HOURS:** Services shall be fully available 24 hours per day, seven days per week, 365 days per year including all holidays. The contractor will be prepared for the highest volume of transports to occur between the hours of 8:00a.m. and 5:00p.m., Monday – Friday.

8. **RATES**

8.1. Payment for mileage traveled will be limited to one-way transports, from the point of origin to the destination. The contractor shall charge per the rates in the schedule listed in section B.2. Trip rates are not negotiable. Tips/gratuities are not authorized at government expense. Gratuity provided will be at the choice of the transported Veteran. No suggestion or request will be made by the VA or the contractor at any time for the passenger to provide a gratuity. The contractor shall submit an invoice each month in arrears reflecting all authorized transports via the number of vouchers completed equaling the number of one-way trips provided.

8.1.1. The contractor shall be paid for the full length of the trip, defined as the distance and time from when the passenger is picked up to when he/she is dropped off at the destination.

8.1.2. The contractor will not be paid for any miles traveled after the passenger has been dropped off.

8.1.3. The driver will only start the meter once the Veteran has entered the cab and the cab has begun moving.

8.1.4. The contractor will not be paid for any trips not documented on a completed and signed voucher.

9. **MILEAGE DETERMINATION**

Trip mileage under the contract shall be determined by using Bing Maps. Disputes concerning mileage discrepancies between the VA Healthcare System and the contractor shall be resolved by the VA Contracting Office who will render their decision in writing, subject to the provisions of the dispute clause of the contract.

10. **ORDERS**

10.1. Telephone requests for contractor services will be placed with the contractor's dispatch office only by authorized employees of the VAMC Beneficiary Travel Section. Authorized employees will be defined in the signed delegation of authority memorandum presented to the contractor to be maintained on file or posted in the dispatcher office for reference. The contractor must be available to provide services 24 hours per day, 7 days per week, 365 days per year including all holidays. Answering/voicemail services are prohibited for transport request services. The request for service will specify the pick-up location, destination address, time needed, and the passenger's name and phone number.

10.2. Electronic requests for contractor services are authorized if a monitored email address and POC are available within the stipulations of the contract. A reply email of verification is required

within 30 minutes of each electronic request for transport for immediate services or scheduled services.

10.3. The contractor will provide transportation using a safe and suitable vehicle designated for taxi services within all guidelines of the federal, state, and local laws. The driver shall report to the VA Travel office or, if after hours the AOD to receive a signed voucher authorizing the ride to be performed.

10.4. Passengers will not be left unattended at any time.

10.5. The driver will assist passengers with their luggage when needed including folding wheelchairs and walkers.

10.6. If the contractor fails to arrive within 45 minutes from the time service is ordered, the VA reserves the right to obtain services from any other taxi vendor and charge the contractor any excess costs that may result.

11. VA WAITING TIME: Patients shall not be picked-up prior to two hours of their scheduled medical appointments unless it was arranged and coordinated upon services being ordered by VAMC. All transport services shall be scheduled to prevent patients from having to wait longer than forty-five (45) minutes for pick-up. In the event a patient is to be delayed for an appointment due to circumstances beyond the control of the Contractor, the dispatch center must be notified immediately by the designated driver that a delay is anticipated in order to report the delay of the patient beneficiary to the appropriate VA personnel.

12. CONTRACTOR WAITING TIME: For time lost in waiting for a patient at either the pick-up or drop-off location due to causes beyond the Contractor's control, the Contractor shall be reimbursed at the rate quoted in the schedule in 15 minute or one-quarter hour increments after the first 15 minutes from the time they report and get authorization to wait from the VA Beneficiary Travel section or Administrative Officer of the Day (AOD). **The first 15 minutes shall NOT be charged to the Government.** The Contractor shall call VA Beneficiary Travel or the Administrative Officer of the Day after hours for authorization to wait for a patient beyond the 15-minute threshold.

13. INCOMPLETE PICK UP: In the event a scheduled patient refuses the pick-up by the Contractor, Contractor may charge a "trip charge" as indicated on the Schedule of Services and Price. This charge shall be for one-way trip charge only either as an incomplete pick-up or incomplete pick-up plus mileage if the trip is beyond a 20-mile radius from the pick-up point to drop-off location. Patients that cancel trips at the door may be billed as incomplete pick-up only if the VAMC Beneficiary Travel is notified immediately that the patient cancelled or refused to be transported. In the same manner, the amount charged in the Schedule of Services and price shall be used to charge the contractor for failure to pick-up a beneficiary timely for his/her appointment when the appointment must be rescheduled.

14. ROAD EMERGENCIES AND ACCIDENTS: In the event of a medical emergency or an accident involving the Contractor's vehicle, equipment and/or personnel with a Veteran patient on board, the Contractor's driver shall either call 911 from the scene of the accident or go to the nearest emergency room and immediately report the incident to the COR. If a VA Medical Center is the closest

Emergency Room, the driver will use the VA. Under no circumstances will 911 or the closest emergency room be bypassed in favor of using the VA. The priority must be the quick provision of medical care for any persons involved. If, for any reason, any occupant of the contractor's vehicle refuses medical assistance through 911 or refuses transport to the closest hospital or to the VA medical center the driver shall immediately notify his supervisor who shall contact the VAMC Beneficiary Travel section of such refusal. An incident report detailing the date, time, Veteran patient name, and contact driver involved and a complete description of the incident shall be turned into the COR no later than one (1) business day within incident.

15. **INSPECTION AND MAINTENANCE:** The Government reserves the right to thoroughly inspect and investigate Contractor's establishment, facilities, and equipment. The Government reserves the right to inspect and approve vehicles and personnel before being placed in service under this contract. Complete maintenance records shall be maintained by the Contractor and available to the Government during contract performance and as long after as required by law.
16. **CHANGES TO CONTRACT:** Only those services specified herein are authorized. Changes to the contract are not authorized and reimbursement shall not be made for any work or services performed outside the scope of this contract, unless prior authorization is obtained in writing from the Contracting Officer.
17. **COMPLAINTS:** The Contractor shall respond to complaints from Veterans served by this contract, or the VAMC Beneficiary Travel Office, within 7 working days. The Contractor shall maintain a written record of all complaints, both written and oral, showing the identity of the individual, the nature of the complaint, and the Contractor's response. The Contractor shall permit the Government to inspect such records upon reasonable notice.
18. **QUALITY ASSURANCE:** The Contractor shall comply with all applicable regulations and guidelines of the Joint Commission (JC), Occupational Safety and Health Administration (OSHA), Department of Transportation, California Public Utility Commission and/or any other pertinent federal, state, and local policies relating to the herein mentioned work or transportation services. All tasks accomplished by the Contractor personnel shall be performed to preclude damage or defacement to patient or Government-owned property, equipment and facilities. The Contractor shall report any damage caused by the Contractor personnel to the COR. The Contractor shall replace items or repair property, equipment or facilities to previous condition, if the Contractor is determined to be at fault for the damage.
19. **MONITORING PROCEDURES:** The Contracting Officer Representative (COR) shall be responsible for monitoring the Contractor's performance. Performance deficiencies or poor performance identified during the term of the contract shall be reported to the Contractor. Upon notification of deficiencies or poor performance, the Contractor shall be given a reasonable time to take corrective action. If determined appropriate, the Contracting Officer, COR and/or other VA staff members shall meet with representatives of the Contractor to review performance and resolve issues.

20. DENIAL/TERMINATION OF SERVICES: The Contracting Officer is the final authority on validating complaints received from Veterans being serviced by this contract or the VAMC Beneficiary Travel Office. Contractor personnel are involved and named in a validated complaint, the Government reserves the right to refuse acceptance of the services of such personnel. Contractor shall remove from providing services under this contract and replace any personnel from whom the Government has decided to refuse to accept services. Such removal and replacement shall be at Contractor's sole expense. Contractor is not relieved of any of its obligations under this contract as a result of the Government requesting that Contractor personnel be removed from performing service under the contract. The Contracting Officer shall be the final arbiter on questions of acceptability.

21. CONTRACTING OFFICER REPRESENTATIVE (COR): Delegation of Authority letter(s) shall be forwarded to the Contractor after contract award identifying the COR(s) and all representatives of VAMC 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.

22. CONTRACTOR POINT OF CONTACT:

22.1. The Contractor shall designate one (1) employee as the Point of Contact (POC) responsible for administrative matters in the performance of services under this contract. The POC shall have authority to act for Contractor on all matters relating to the daily performance of this contract. An alternate may be designated, but the Contractor shall notify the Contracting Officer and COR in writing those times when the alternate shall act as the POC.

27.2. The Contractor shall provide the name and telephone number of the person designated as Point of Contact and Alternate on the space below:

27.2.1. Point of Contact, Name:

27.2.2. Telephone Number:

27.2.3. Alternate Point of Contact, Name:

27.2.4. Telephone Number:

23. PERSONNEL POLICY: The Contractor has full responsibility for the protection of its personnel furnishing services under this contract, such as providing Workers' Compensation, professional liability insurance, health examination and social security payments. Payment for any leave, including sick leave or vacation time is considered the responsibility of the Contractor. The Contractor shall follow all existing local, state, federal employment laws and/or union regulations relevant to fringe benefits and premium pay for their employees.

24. FEDERAL HOLIDAYS: The following holidays are observed by the Federal Government; if a Federal Holiday falls on a Saturday, the preceding Friday will be observed as the holiday, if a Federal Holiday falls on a Sunday the succeeding Monday will be observed as the holiday. In addition to those holidays listed below on occasion there may be other holidays declared by Executive Order:

New Year's Day

Martin Luther King's Birthday

Presidents Day

Memorial Day

Independence Day

Labor Day

Columbus Day

Veterans Day

Thanksgiving Day

Christmas Day

25. SERVICE CONTRACT ACT: The resulting contract shall be subject to the Service Contract Act of 1965 (as amended). See Section D for the current Wage Determination.

26. CONTRACTOR SUBMITTALS/INSURANCE REQUIREMENTS:

- 26.1. The Contractor shall comply with Federal and State Workers Compensation and liability insurance. Reference FAR clause 52.228-5-Insurance and Subpart 28.307-2-Liability.
- 26.2. The Contractor shall furnish to the Contracting Officer within fifteen (15) days of award an Official Certification from the 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 at least thirty (30) days prior to the expiration date of the current insurance policy. The phrase "will endeavor" is not acceptable terms to the Government and such coverage carrying that phrase will be rejected and services may not be rendered until proper certificate is issued.
- 26.3. In accordance with "FAR 28.307-2(c) the Contractor shall maintain automobile liability insurance for bodily injury and property damage on all vehicles used in the performance of this contract. Policies covering automobiles operated in the United States shall provide coverage of at least \$200,000.00 per person and \$500,000.00 per occurrence for bodily injury and \$20,000 per occurrence for property damage.

27. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT:

- 27.1. Contractor shall take reasonable measures to ensure patient privacy and confidentiality. Contractor shall take all reasonable precautions to safeguard patient information from unauthorized access or modification, in both electronic and hard-copy formats. This includes not only electronic security measures such as "strong" user passwords on computer systems, but also physical barriers to prevent unauthorized use of computer work stations; that hard copy patient files are in secured lockable areas, that files are in lockable cabinets, that the cabinets can in fact be locked, i.e. keys are available and the locking mechanisms work properly. This precaution also includes the proper transfer of patient information via electronic means, such as faxing or system to system transmission.
- 27.2. Contractor shall insure that no patient information of any type shall be given to outside parties, agencies or organizations of any type without the expressed written consent of the patient and the VAMC.
- 27.3. The Contractor understands that all parties are bound by the conditions of the "Health Insurance Portability and Accountability Act of 1996" which provides guidance on the protection of patient privacy and confidentiality.

28. BACKGROUND SCREENING:

- 28.1. In accordance with VHA Directive 0710 all Contractor personnel providing services under this contract shall be the subject to a background screening and shall receive favorable adjudication from the VA prior to contract performance. The level of screening for this contract is: **Special Agency Check (SAC)** only unless a **National Agency Check** is determined to be required by the VA ISO and/or Privacy Officer for contract personnel assigned to a low risk/non-sensitive position is expected to work more than 180 days. Any employee whose background investigation yields unfavorable results shall be removed immediately from performance under this contract. In the event the screening is not completed prior to contract performance; the Contractor shall be responsible for the actions of those individuals performing under the contract.
29. **DRUG/ALCOHOL POLICY:** Contractor shall ensure that all drivers and staff performing under this contract comply with the participating VAMC alcohol and drug free workplace policy. The Contractor shall conduct random alcohol and drug tests on all drivers. Random alcohol and drug tests shall be conducted at least once a year on each employee performing under the resulting contract. Drivers shall also be subject to drug and alcohol testing when reasons exist to suspect the use of illegal drugs and/or alcohol while on duty that impaired judgment, performance, and operation of vehicles and the safety of Veteran patients. Upon request, the Contractor shall provide evidence or copy of the results of employee drug and alcohol testing.
30. **SMOKING POLICY:** Smoking is not permitted within or around the VA facility grounds, except in designated areas. At no time shall smoking be permitted within vehicles with or without patients on board.
31. **BADGES:** All Contractor personnel shall wear VA provided identification (I.D.) badges above the waist at all times while on the VA grounds. Contractor shall coordinate with COR in order to obtain the VA provided I.D. badges for all drivers. 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 Federal Property.
32. **SOLICITATIONS:** Solicitation by Contractor personnel of beneficiaries for any reason is **STRICTLY PROHIBITED.**
33. **INVOICE REQUIREMENTS:**
- 33.1. Invoices from the Contractor to the VA for services rendered under the terms of the contract when reimbursed shall be considered paid in full. Neither the veteran, his/her insurer, nor any other third party shall be billed for services covered under this contract. Only those services covered shall be billed.
- 33.2. Invoices shall be submitted monthly in arrears within five working days past the last day of ending each billing period unless otherwise requested by VAMC. Invoices shall reference the appropriate contract and obligation number and shall have the following minimum information:
- 39.2.1. Patient's full name
- 39.2.2. Date of service

39.2.3. Address from first pick-up and final destination

39.2.4. Line item from Schedule of Service associated with each charge

39.2.5. Total mileage from first pick-up to final destination if miles are charged in addition to base rate

39.2.6. Transportation cost

39.2.7. Authorizing VA official. Invoices not showing a VA authorized representative shall not be paid.

33.3. Incomplete and incorrect invoices shall be returned for correction.

34. PERFORMANCE STANDARDS

34.1. Contractor must meet required contract requirements.

34.2. Contractor performance will be monitored by the Contracting Officer Representative (COR)

SECTION C - CONTRACT CLAUSES

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

(a) *Inspection/Acceptance.* The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. If repair/replacement or reperformance will not correct the defects or is not possible, the Government may seek an equitable price reduction or adequate consideration for acceptance of nonconforming supplies or services. The Government must exercise its post acceptance rights (1) within a reasonable time after the defect was discovered or should have been discovered; and (2) before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

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

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

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

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

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

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

(i) Name and address of the Contractor;

(ii) Invoice date and number;

(iii) Contract number, line item number and, if applicable, the order number;

- (iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;
- (v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;
- (vi) Terms of any discount for prompt payment offered;
- (vii) Name and address of official to whom payment is to be sent;
- (viii) Name, title, and phone number of person to notify in event of defective invoice; and
- (ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.
- (x) Electronic funds transfer (EFT) banking information.
 - (A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.
 - (B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (*e.g.*, 52.232-33, Payment by Electronic Funds Transfer— System for Award Management, or 52.232-34, Payment by Electronic Funds Transfer—Other Than System for Award Management), or applicable agency procedures.
 - (C) EFT banking information is not required if the Government waived the requirement to pay by EFT.
- (2) Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR part 1315.
- (h) *Patent indemnity*. The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.
- (i) *Payment*—(1) *Items accepted*. Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract.
- (2) *Prompt payment*. The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and prompt payment regulations at 5 CFR part 1315.
- (3) *Electronic Funds Transfer (EFT)*. If the Government makes payment by EFT, see 52.212-5(b) for the appropriate EFT clause.
- (4) *Discount*. In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

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

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

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

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

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

(D) Contractor point of contact.

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

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

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

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

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

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

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

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

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

(A) The date fixed under this contract.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(s) *Order of precedence.* Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order: (1) the schedule of supplies/services; (2) The Assignments, Disputes, Payments, Invoice, Other Compliances, Compliance with Laws Unique to Government Contracts, and Unauthorized Obligations paragraphs of this clause; (3) the clause at 52.212-5; (4) addenda to this solicitation or contract, including any license agreements for computer software; (5) solicitation provisions if this is a solicitation; (6) other paragraphs of this clause; (7) the Standard Form 1449; (8) other documents, exhibits, and attachments; and (9) the specification.

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

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

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

(3) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the SAM record to reflect an assignee for the purpose of assignment of claims (see Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the SAM database. Information

provided to the Contractor's SAM record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.

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

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

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

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

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

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

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

(End of clause)

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

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

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

C.2 52.203-16 PREVENTING PERSONAL CONFLICTS OF INTEREST (DEC 2011)

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

"Acquisition function closely associated with inherently governmental functions" means supporting or providing advice or recommendations with regard to the following activities of a Federal agency:

- (1) Planning acquisitions.
- (2) Determining what supplies or services are to be acquired by the Government, including developing statements of work.
- (3) Developing or approving any contractual documents, to include documents defining requirements, incentive plans, and evaluation criteria.
- (4) Evaluating contract proposals.
- (5) Awarding Government contracts.
- (6) Administering contracts (including ordering changes or giving technical direction in contract performance or contract quantities, evaluating contractor performance, and accepting or rejecting contractor products or services).
- (7) Terminating contracts.
- (8) Determining whether contract costs are reasonable, allocable, and allowable.

"Covered employee" means an individual who performs an acquisition function closely associated with inherently governmental functions and is—

- (1) An employee of the contractor; or
- (2) A subcontractor that is a self-employed individual treated as a covered employee of the contractor because there is no employer to whom such an individual could submit the required disclosures.

"Non-public information" means any Government or third-party information that—

- (1) Is exempt from disclosure under the Freedom of Information Act (5 U.S.C. 552) or otherwise protected from disclosure by statute, Executive order, or regulation; or
- (2) Has not been disseminated to the general public and the Government has not yet determined whether the information can or will be made available to the public.

"Personal conflict of interest" means a situation in which a covered employee has a financial interest, personal activity, or relationship that could impair the employee's ability to act impartially and in the best interest of the Government when performing under the contract. (A *de minimis* interest that would not "impair the employee's ability to act impartially and in the best interest of the Government" is not covered under this definition.)

- (1) Among the sources of personal conflicts of interest are—
 - (i) Financial interests of the covered employee, of close family members, or of other members of the covered employee's household;
 - (ii) Other employment or financial relationships (including seeking or negotiating for prospective employment or business); and
 - (iii) Gifts, including travel.
- (2) For example, financial interests referred to in paragraph (1) of this definition may arise from—

(i) Compensation, including wages, salaries, commissions, professional fees, or fees for business referrals;

(ii) Consulting relationships (including commercial and professional consulting and service arrangements, scientific and technical advisory board memberships, or serving as an expert witness in litigation);

(iii) Services provided in exchange for honorariums or travel expense reimbursements;

(iv) Research funding or other forms of research support;

(v) Investment in the form of stock or bond ownership or partnership interest (excluding diversified mutual fund investments);

(vi) Real estate investments;

(vii) Patents, copyrights, and other intellectual property interests; or

(viii) Business ownership and investment interests.

(b) *Requirements.* The Contractor shall—

(1) Have procedures in place to screen covered employees for potential personal conflicts of interest, by—

(i) Obtaining and maintaining from each covered employee, when the employee is initially assigned to the task under the contract, a disclosure of interests that might be affected by the task to which the employee has been assigned, as follows:

(A) Financial interests of the covered employee, of close family members, or of other members of the covered employee's household.

(B) Other employment or financial relationships of the covered employee (including seeking or negotiating for prospective employment or business).

(C) Gifts, including travel; and

(ii) Requiring each covered employee to update the disclosure statement whenever the employee's personal or financial circumstances change in such a way that a new personal conflict of interest might occur because of the task the covered employee is performing.

(2) For each covered employee—

(i) Prevent personal conflicts of interest, including not assigning or allowing a covered employee to perform any task under the contract for which the Contractor has identified a personal conflict of interest for the employee that the Contractor or employee cannot satisfactorily prevent or mitigate in consultation with the contracting agency;

(ii) Prohibit use of non-public information accessed through performance of a Government contract for personal gain; and

(iii) Obtain a signed non-disclosure agreement to prohibit disclosure of non-public information accessed through performance of a Government contract.

(3) Inform covered employees of their obligation—

(i) To disclose and prevent personal conflicts of interest;

(ii) Not to use non-public information accessed through performance of a Government contract for personal gain; and

(iii) To avoid even the appearance of personal conflicts of interest;

(4) Maintain effective oversight to verify compliance with personal conflict-of-interest safeguards;

(5) Take appropriate disciplinary action in the case of covered employees who fail to comply with policies established pursuant to this clause; and

(6) Report to the Contracting Officer any personal conflict-of-interest violation by a covered employee as soon as it is identified. This report shall include a description of the violation and the proposed actions to be taken by the Contractor in response to the violation. Provide follow-up reports of corrective actions taken, as necessary. Personal conflict-of-interest violations include—

(i) Failure by a covered employee to disclose a personal conflict of interest;

(ii) Use by a covered employee of non-public information accessed through performance of a Government contract for personal gain; and

(iii) Failure of a covered employee to comply with the terms of a non-disclosure agreement.

(c) Mitigation or waiver. (1) In exceptional circumstances, if the Contractor cannot satisfactorily prevent a personal conflict of interest as required by paragraph (b)(2)(i) of this clause, the Contractor may submit a request through the Contracting Officer to the Head of the Contracting Activity for—

(i) Agreement to a plan to mitigate the personal conflict of interest; or

(ii) A waiver of the requirement.

(2) The Contractor shall include in the request any proposed mitigation of the personal conflict of interest.

(3) The Contractor shall—

(i) Comply, and require compliance by the covered employee, with any conditions imposed by the Government as necessary to mitigate the personal conflict of interest; or

(ii) Remove the Contractor employee or subcontractor employee from performance of the contract or terminate the applicable subcontract.

(d) *Subcontract flowdown.* The Contractor shall include the substance of this clause, including this paragraph (d), in subcontracts—

(1) That exceed \$250,000; and

(2) In which subcontractor employees will perform acquisition functions closely associated with inherently governmental functions (i.e., instead of performance only by a self-employed individual).

(End of Clause)

<u>FAR Number</u>	<u>Title</u>	<u>Date</u>
52.203-17	CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS	APR 2014

C.3 52.203-17 CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (APR 2014)

(a) This contract and employees working on this contract will be subject to the whistleblower rights and remedies in the pilot program on Contractor employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239) and FAR 3.908.

(b) The Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts over the simplified acquisition threshold.

C.4 52.204-18 COMMERCIAL AND GOVERNMENT ENTITY CODE MAINTENANCE (JUL 2016)

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

Commercial and Government Entity (CAGE) code means—

(1) An identifier assigned to entities located in the United States or its outlying areas by the Defense Logistics Agency (DLA) Commercial and Government Entity (CAGE) Branch to identify a commercial or government entity; or

(2) An identifier assigned by a member of the North Atlantic Treaty Organization (NATO) or by the NATO Support and Procurement Agency (NSPA) to entities located outside the United States and its outlying areas that the DLA Commercial and Government Entity (CAGE) Branch records and maintains in the CAGE master file. This type of code is known as a NATO CAGE (NCAGE) code.

(b) Contractors shall ensure that the CAGE code is maintained throughout the life of the contract. For Contractors registered in the System for Award Management (SAM), the DLA Commercial and Government Entity (CAGE) Branch shall only modify data received from SAM in the CAGE master file if the Contractor initiates those changes via update of its SAM registration. Contractors undergoing a novation or change-of-name agreement shall notify the contracting officer in accordance with subpart 42.12. The Contractor shall communicate any change to the CAGE code to the contracting officer within 30 days after the change, so that a modification can be issued to update the CAGE code on the contract.

(c) Contractors located in the United States or its outlying areas that are not registered in SAM shall submit written change requests to the DLA Commercial and Government Entity (CAGE) Branch. Requests for changes shall be provided at <https://cage.dla.mil>. Change requests to the CAGE master file are accepted from the entity identified by the code.

(d) Contractors located outside the United States and its outlying areas that are not registered in SAM shall contact the appropriate National Codification Bureau (points of contact available at <http://www.nato.int/structur/AC/135/main/links/contacts.htm>) or NSPA at <https://eportal.nspa.nato.int/AC135Public/scage/CageList.aspx> to request CAGE changes.

(e) Additional guidance for maintaining CAGE codes is available at <https://cage.dla.mil>.

(End of Clause)

C.5 52.216-18 ORDERING (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from **December 3, 2018 through December 2, 2023**.

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

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

(End of Clause)

C.6 52.216-19 ORDER LIMITATIONS (OCT 1995)

(a) *Minimum order.* When the Government requires supplies or services covered by this contract in an amount of less than \$500.00, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

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

(1) Any order for a single item in excess of \$1,000,000.00;

(2) Any order for a combination of items in excess of \$5,000,000.00 or

(3) A series of orders from the same ordering office within 7 days that together call for quantities exceeding the limitation in paragraph (b)(1) or (2) of this section.

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

(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 5 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

C.7 52.216-22 INDEFINITE QUANTITY (OCT 1995)

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

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

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

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; *provided*, that the Contractor shall not be required to make any deliveries under this contract after **December 2, 2023**.

(End of Clause)

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

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

(End of Clause)

C.9 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

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

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

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

(End of Clause)

C.10 52.224-2 PRIVACY ACT (APR 1984)

(a) The Contractor agrees to—

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

(i) The systems of records; and

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

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

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

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

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

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

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

(End of Clause)

C.11 52.224-1 PRIVACY ACT NOTIFICATION (APR 1984)

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

(End of Clause)

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

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

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

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

(End of Clause)

C.13 SUPPLEMENTAL INSURANCE REQUIREMENTS

In accordance with FAR 28.307-2 and FAR 52.228-5, the following minimum coverage shall apply to this contract:

(a) Workers' compensation and employers liability: Contractors are required to comply with applicable Federal and State workers' compensation and occupational disease statutes. If occupational diseases are not compensable under those statutes, they shall be covered under the employer's liability section of the insurance policy, except when contract operations are so commingled with a Contractor's commercial operations that it would not be practical to require this coverage. Employer's liability coverage of at least \$100,000 is required, except in States with exclusive or monopolistic funds that do not permit workers' compensation to be written by private carriers.

(b) General Liability: \$500,000.00 per occurrences.

(c) Automobile liability: \$200,000.00 per person; \$500,000.00 per occurrence and \$20,000.00 property damage.

(d) The successful bidder must present to the Contracting Officer, prior to award, evidence of general liability insurance without any exclusionary clauses for asbestos that would void the general liability coverage.

(End of Clause)

C.14 VAAR 852.203-70 COMMERCIAL ADVERTISING (MAY 2018)

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

(End of Clause)

C.15 VAAR 852.237-70 CONTRACTOR RESPONSIBILITIES (APR 1984)

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

(End of Clause)

C.16 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS—COMMERCIAL ITEMS (JAN 2018)

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

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

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

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

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

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

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

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

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

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

☐ (5) [Reserved]

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

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

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

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

☐ (10) [Reserved]

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

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

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

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

☐ (13) [Reserved]

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

☐ (ii) Alternate I (NOV 2011).

☐ (iii) Alternate II (NOV 2011).

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

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

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

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

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

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

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

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

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

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

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

- ☐ (20) 52.219-16, Liquidated Damages—Subcontracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).
- ☐ (21) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (NOV 2011) (15 U.S.C. 657f).
- ☒ (22) 52.219-28, Post Award Small Business Program Rerepresentation (Jul 2013) (15 U.S.C. 632(a)(2)).
- ☐ (23) 52.219-29, Notice of Set-Aside for, or Sole Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (DEC 2015) (15 U.S.C. 637(m)).
- ☐ (24) 52.219-30, Notice of Set-Aside for, or Sole Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (DEC 2015) (15 U.S.C. 637(m)).
- ☒ (25) 52.222-3, Convict Labor (June 2003) (E.O. 11755).
- ☐ (26) 52.222–19, Child Labor—Cooperation with Authorities and Remedies (JAN 2018) (E.O. 13126).
- ☒ (27) 52.222-21, Prohibition of Segregated Facilities (APR 2015).
- ☒ (28) 52.222–26, Equal Opportunity (SEP 2016) (E.O. 11246).
- ☒ (29) 52.222-35, Equal Opportunity for Veterans (OCT 2015) (38 U.S.C. 4212).
- ☒ (30) 52.222-36, Equal Opportunity for Workers with Disabilities (JUL 2014) (29 U.S.C. 793).
- ☒ (31) 52.222-37, Employment Reports on Veterans (FEB 2016) (38 U.S.C. 4212).
- ☒ (32) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496).
- ☒ (33)(i) 52.222-50, Combating Trafficking in Persons (MAR 2015) (22 U.S.C. chapter 78 and E.O. 13627).
- ☐ (ii) Alternate I (MAR 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).
- ☒ (34) 52.222-54, Employment Eligibility Verification (OCT 2015). (E. O. 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)
- ☐ (35)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Items (May 2008) (42 U.S.C.6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- ☐ (ii) Alternate I (MAY 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- ☐ (36) 52.223-11, Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (JUN 2016) (E.O. 13693).
- ☐ (37) 52.223-12, Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (JUN 2016) (E.O. 13693).

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

☐ (1) 52.222-17, Nondisplacement of Qualified Workers (MAY 2014) (E.O. 13495).

☒ (2) 52.222-41, Service Contract Labor Standards (MAY 2014) (41 U.S.C. chapter 67).

☒ (3) 52.222-42, Statement of Equivalent Rates for Federal Hires (MAY 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

Employee Class

Monetary Wage-Fringe Benefits

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

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

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

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

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

[X] (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)

<u>FAR</u> <u>Number</u>	<u>Title</u>	<u>Date</u>
52.204-18	COMMERCIAL AND GOVERNMENT ENTITY CODE MAINTENANCE	JUL 2016

52.228-5	INSURANCE—WORK ON A GOVERNMENT INSTALLATION	JAN 1997
52.232-40	PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS	DEC 2013
852.228-71	INDEMNIFICATION AND INSURANCE (End of Addendum to 52.212-4)	MAR 2018

SECTION D - CONTRACT DOCUMENTS, EXHIBITS, OR ATTACHMENTS

D.1 WAGE DETERMINATION – STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

WD 15-5614 (Rev.-10) was first posted on www.wdol.gov on 08/07/2018

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.: 2015-5614
Director	Wage Determinations		Revision No.: 10
			Date Of Revision: 07/27/2018

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

State: California

Area: California County of 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		17.05
01012 - Accounting Clerk II		19.14
01013 - Accounting Clerk III		21.41
01020 - Administrative Assistant		32.91
01035 - Court Reporter		26.52
01041 - Customer Service Representative I		14.07
01042 - Customer Service Representative II		15.82
01043 - Customer Service Representative III		17.27
01051 - Data Entry Operator I		14.04
01052 - Data Entry Operator II		15.32
01060 - Dispatcher, Motor Vehicle		22.41
01070 - Document Preparation Clerk		16.55
01090 - Duplicating Machine Operator		16.55
01111 - General Clerk I		14.02
01112 - General Clerk II		15.30
01113 - General Clerk III		17.43
01120 - Housing Referral Assistant		21.90
01141 - Messenger Courier		15.25
01191 - Order Clerk I		16.98

01192 - Order Clerk II	18.53
01261 - Personnel Assistant (Employment) I	18.07
01262 - Personnel Assistant (Employment) II	20.20
01263 - Personnel Assistant (Employment) III	22.53
01270 - Production Control Clerk	23.51
01290 - Rental Clerk	16.83
01300 - Scheduler, Maintenance	17.39
01311 - Secretary I	17.39
01312 - Secretary II	19.45
01313 - Secretary III	21.90
01320 - Service Order Dispatcher	19.54
01410 - Supply Technician	32.91
01420 - Survey Worker	19.93
01460 - Switchboard Operator/Receptionist	14.51
01531 - Travel Clerk I	15.99
01532 - Travel Clerk II	17.41
01533 - Travel Clerk III	18.70
01611 - Word Processor I	18.05
01612 - Word Processor II	20.27
01613 - Word Processor III	22.67
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	15.38
07042 - Cook II	17.80
07070 - Dishwasher	10.97
07130 - Food Service Worker	11.74
07210 - Meat Cutter	15.92
07260 - Waiter/Waitress	11.72
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	14.10
11090 - Gardener	19.22
11122 - Housekeeping Aide	14.10
11150 - Janitor	14.10
11210 - Laborer, Grounds Maintenance	14.42
11240 - Maid or Houseman	11.89
11260 - Pruner	13.27
11270 - Tractor Operator	17.63
11330 - Trail Maintenance Worker	14.42
11360 - Window Cleaner	15.77
12000 - Health Occupations	
12010 - Ambulance Driver	17.82
12011 - Breath Alcohol Technician	21.56
12012 - Certified Occupational Therapist Assistant	34.28
12015 - Certified Physical Therapist Assistant	32.31
12020 - Dental Assistant	17.34
12025 - Dental Hygienist	48.56
12030 - EKG Technician	32.89
12035 - Electroneurodiagnostic Technologist	32.89
12040 - Emergency Medical Technician	17.82
12071 - Licensed Practical Nurse I	19.48
12072 - Licensed Practical Nurse II	21.79

12073 - Licensed Practical Nurse III	24.29
12100 - Medical Assistant	16.38
12130 - Medical Laboratory Technician	22.02
12160 - Medical Record Clerk	17.59
12190 - Medical Record Technician	19.67
12195 - Medical Transcriptionist	23.42
12210 - Nuclear Medicine Technologist	48.63
12221 - Nursing Assistant I	12.55
12222 - Nursing Assistant II	14.11
12223 - Nursing Assistant III	15.40
12224 - Nursing Assistant IV	17.29
12235 - Optical Dispenser	18.59
12236 - Optical Technician	15.71
12250 - Pharmacy Technician	18.96
12280 - Phlebotomist	18.18
12305 - Radiologic Technologist	33.59
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)	26.98
12320 - Substance Abuse Treatment Counselor	19.23
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	37.00
13050 - Library Aide/Clerk	16.49
13054 - Library Information Technology Systems Administrator	33.41
13058 - Library Technician	22.40
13061 - Media Specialist I	24.12
13062 - Media Specialist II	26.98
13063 - Media Specialist III	30.07
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	17.42
13110 - Video Teleconference Technician	24.18
14000 - Information Technology Occupations	
14041 - Computer Operator I	17.86
14042 - Computer Operator II	19.98
14043 - Computer Operator III	22.89
14044 - Computer Operator IV	25.73
14045 - Computer Operator V	27.35
14071 - Computer Programmer I	(see 1) 27.42
14072 - Computer Programmer II	(see 1)
14073 - Computer Programmer III	(see 1)
14074 - Computer Programmer IV	(see 1)
14101 - Computer Systems Analyst I	(see 1)
14102 - Computer Systems Analyst II	(see 1)
14103 - Computer Systems Analyst III	(see 1)
14150 - Peripheral Equipment Operator	17.86
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	40.23
15070 - Flight Instructor (Pilot)	50.37
15080 - Graphic Artist	26.72
15085 - Maintenance Test Pilot, Fixed, Jet/Prop	44.31
15086 - Maintenance Test Pilot, Rotary Wing	44.31
15088 - Non-Maintenance Test/Co-Pilot	44.31
15090 - Technical Instructor	25.70
15095 - Technical Instructor/Course Developer	31.47

15110 - Test Proctor	20.77
15120 - Tutor	20.77
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations	
16010 - Assembler	
16030 - Counter Attendant	
16040 - Dry Cleaner	
16070 - Finisher, Flatwork, Machine	
16090 - Presser, Hand	
16110 - Presser, Machine, Drycleaning	
16130 - Presser, Machine, Shirts	
16160 - Presser, Machine, Wearing Apparel, Laundry	
16190 - Sewing Machine Operator	
16220 - Tailor	
16250 - Washer, Machine	
19000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	21.56
19040 - Tool And Die Maker	26.14
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	13.75
21150 - Stock Clerk	17.86
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	26.40
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	30.08
23060 - Aircraft Servicer	26.40
23070 - Aircraft Survival Flight Equipment Technician	30.08
23080 - Aircraft Worker	28.25
23091 - Aircrew Life Support Equipment (ALSE) Mechanic I	28.25
23092 - Aircrew Life Support Equipment (ALSE) Mechanic II	32.01
23110 - Appliance Mechanic	22.12
23120 - Bicycle Repairer	15.47
23125 - Cable Splicer	43.70
23130 - Carpenter, Maintenance	27.67
23140 - Carpet Layer	23.23
23160 - Electrician, Maintenance	32.34
23181 - Electronics Technician Maintenance I	25.97
23182 - Electronics Technician Maintenance II	27.65
23183 - Electronics Technician Maintenance III	29.36
23260 - Fabric Worker	26.37
23290 - Fire Alarm System Mechanic	24.56
23310 - Fire Extinguisher Repairer	23.06
23311 - Fuel Distribution System Mechanic	34.52
23312 - Fuel Distribution System Operator	26.39
23370 - General Maintenance Worker	23.26
23380 - Ground Support Equipment Mechanic	32.01
23381 - Ground Support Equipment Servicer	26.40
23382 - Ground Support Equipment Worker	28.25
23391 - Gunsmith I	23.06
23392 - Gunsmith II	26.68
23393 - Gunsmith III	30.16
23410 - Heating, Ventilation And Air-Conditioning Mechanic	
23411 - Heating, Ventilation And Air Contidioning Mechanic (Research Facility)	
23430 - Heavy Equipment Mechanic	31.05
23440 - Heavy Equipment Operator	39.25
23460 - Instrument Mechanic	32.82
23465 - Laboratory/Shelter Mechanic	28.42
23470 - Laborer	12.49

23510 - Locksmith	26.86
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	21.65
23760 - Painter, Maintenance	21.89
23790 - Pipefitter, Maintenance	28.31
23810 - Plumber, Maintenance	26.66
23820 - Pneudraulic Systems Mechanic	30.16
23850 - Rigger	29.87
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	32.19
23960 - Welder, Combination, Maintenance	19.75
23965 - Well Driller	29.72
23970 - Woodcraft Worker	29.87
23980 - Woodworker	22.84
24000 - Personal Needs Occupations	
24550 - Case Manager	19.39
24570 - Child Care Attendant	13.05
24580 - Child Care Center Clerk	16.03
24610 - Chore Aide	11.45
24620 - Family Readiness And Support Services Coordinator	19.39
24630 - Homemaker	19.39
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	36.73
25040 - Sewage Plant Operator	35.31
25070 - Stationary Engineer	36.73
25190 - Ventilation Equipment Tender	25.74
25210 - Water Treatment Plant Operator	35.31
27000 - Protective Service Occupations	
27004 - Alarm Monitor	29.89
27007 - Baggage Inspector	13.15
27008 - Corrections Officer	31.01
27010 - Court Security Officer	34.57
27030 - Detection Dog Handler	23.77
27040 - Detention Officer	31.01
27070 - Firefighter	39.00
27101 - Guard I	13.15
27102 - Guard II	23.77
27131 - Police Officer I	44.85
27132 - Police Officer II	49.83
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	15.98
28042 - Carnival Equipment Repairer	17.42
28043 - Carnival Worker	11.77
28210 - Gate Attendant/Gate Tender	16.23
28310 - Lifeguard	16.47
28350 - Park Attendant (Aide)	18.15
28510 - Recreation Aide/Health Facility Attendant	13.24
28515 - Recreation Specialist	22.48
28630 - Sports Official	14.45
28690 - Swimming Pool Operator	20.16
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	27.72
29020 - Hatch Tender	27.72
29030 - Line Handler	27.72
29041 - Stevedore I	25.90
29042 - Stevedore II	29.52
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	43.18
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	29.77
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	32.78
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	28.97
30052 - Cryogenic Technician II	32.00
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	29.33
30095 - Evidence Control Specialist	26.16
30210 - Laboratory Technician	23.13
30221 - Latent Fingerprint Technician I	41.17
30222 - Latent Fingerprint Technician II	45.48
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	32.00
30390 - Photo-Optics Technician	33.92
30395 - Radiation Control Technician	32.00
30461 - Technical Writer I	26.87
30462 - Technical Writer II	32.87
30463 - Technical Writer III	39.77
30491 - Unexploded Ordnance (UXO) Technician I	27.44
30492 - Unexploded Ordnance (UXO) Technician II	33.20
30493 - Unexploded Ordnance (UXO) Technician III	39.79
30494 - Unexploded (UXO) Safety Escort	27.44
30495 - Unexploded (UXO) Sweep Personnel	27.44
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	33.20
31020 - Bus Aide	14.31
31030 - Bus Driver	20.62
31043 - Driver Courier	15.05
31260 - Parking and Lot Attendant	11.50
31290 - Shuttle Bus Driver	16.41
31310 - Taxi Driver	13.47
31361 - Truckdriver, Light	16.41
31362 - Truckdriver, Medium	20.63
31363 - Truckdriver, Heavy	21.78
31364 - Truckdriver, Tractor-Trailer	21.78
99000 - Miscellaneous Occupations	
99020 - Cabin Safety Specialist	16.19
99030 - Cashier	12.13
99050 - Desk Clerk	12.75
99095 - Embalmer	29.77
99130 - Flight Follower	27.44
99251 - Laboratory Animal Caretaker I	13.68
99252 - Laboratory Animal Caretaker II	14.92
99260 - Marketing Analyst	30.70
99310 - Mortician	34.35
99410 - Pest Controller	16.71
99510 - Photofinishing Worker	18.59
99710 - Recycling Laborer	27.98
99711 - Recycling Specialist	32.84
99730 - Refuse Collector	24.97
99810 - Sales Clerk	17.13
99820 - School Crossing Guard	12.66
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: Life, accident, and health insurance plans, sick leave, pension plans, civic and personal leave, severance pay, and savings and thrift plans. Minimum employer contributions costing an average of \$4.48 per hour computed on the basis of all hours worked by service employees employed on the contract.

HEALTH & WELFARE EO 13706: Minimum employer contributions costing an average of \$4.18 per hour computed on the basis of all hours worked by service employees employed on the covered contracts. *

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

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

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

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

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

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

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

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

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

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

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

**** HAZARDOUS PAY DIFFERENTIAL ****

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

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

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

**** UNIFORM ALLOWANCE ****

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

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

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

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

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

Conformance Process:

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

The process for preparing a conformance request is as follows:

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

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

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

D.2 WAGE DETERMINATION – STATE OF CALIFORNIA, COUNTY OF SAN DIEGO

WD 15-5636 (Rev.-8) was first posted on www.wdol.gov on 08/07/2018

 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
DirectorDivision of
Wage DeterminationsWage Determination No.: 2015-5636
Revision No.: 8
Date Of Revision: 07/27/2018

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

State: California

Area: California County of San Diego

Fringe Benefits Required Follow the Occupational Listing		
OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		16.84
01012 - Accounting Clerk II		18.91
01013 - Accounting Clerk III		21.16
01020 - Administrative Assistant		29.71
01035 - Court Reporter		25.51
01041 - Customer Service Representative I		14.32
01042 - Customer Service Representative II		16.10
01043 - Customer Service Representative III		17.57
01051 - Data Entry Operator I		15.00
01052 - Data Entry Operator II		16.37
01060 - Dispatcher, Motor Vehicle		21.04
01070 - Document Preparation Clerk		17.13
01090 - Duplicating Machine Operator		17.13
01111 - General Clerk I		13.72
01112 - General Clerk II		15.34
01113 - General Clerk III		17.22
01120 - Housing Referral Assistant		21.40
01141 - Messenger Courier		15.89
01191 - Order Clerk I		17.11
01192 - Order Clerk II		18.67
01261 - Personnel Assistant (Employment) I		18.29
01262 - Personnel Assistant (Employment) II		20.67
01263 - Personnel Assistant (Employment) III		23.10
01270 - Production Control Clerk		24.21
01290 - Rental Clerk		16.09
01300 - Scheduler, Maintenance		17.28
01311 - Secretary I		17.28
01312 - Secretary II		19.20
01313 - Secretary III		21.40
01320 - Service Order Dispatcher		18.80
01410 - Supply Technician		29.71
01420 - Survey Worker		19.16
01460 - Switchboard Operator/Receptionist		15.33
01531 - Travel Clerk I		14.86
01532 - Travel Clerk II		16.24
01533 - Travel Clerk III		17.83
01611 - Word Processor I		16.07
01612 - Word Processor II		18.04
01613 - Word Processor III		20.18
05000 - Automotive Service Occupations		
05005 - Automobile Body Repairer, Fiberglass		22.28
05010 - Automotive Electrician		22.37
05040 - Automotive Glass Installer		21.55
05070 - Automotive Worker		21.55
05110 - Mobile Equipment Servicer		19.83
05130 - Motor Equipment Metal Mechanic		23.16
05160 - Motor Equipment Metal Worker		21.55
05190 - Motor Vehicle Mechanic		22.75
05220 - Motor Vehicle Mechanic Helper		18.60

05250 - Motor Vehicle Upholstery Worker	20.75
05280 - Motor Vehicle Wrecker	21.55
05310 - Painter, Automotive	22.79
05340 - Radiator Repair Specialist	21.55
05370 - Tire Repairer	15.52
05400 - Transmission Repair Specialist	23.16
07000 - Food Preparation And Service Occupations	
07010 - Baker	12.40
07041 - Cook I	14.42
07042 - Cook II	16.40
07070 - Dishwasher	10.92
07130 - Food Service Worker	11.62
07210 - Meat Cutter	15.71
07260 - Waiter/Waitress	11.75
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	19.94
09040 - Furniture Handler	15.11
09080 - Furniture Refinisher	21.93
09090 - Furniture Refinisher Helper	17.69
09110 - Furniture Repairer, Minor	20.29
09130 - Upholsterer	19.94
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	12.96
11060 - Elevator Operator	13.91
11090 - Gardener	17.52
11122 - Housekeeping Aide	13.91
11150 - Janitor	13.91
11210 - Laborer, Grounds Maintenance	13.93
11240 - Maid or Houseman	12.56
11260 - Pruner	13.45
11270 - Tractor Operator	16.31
11330 - Trail Maintenance Worker	13.93
11360 - Window Cleaner	15.25
12000 - Health Occupations	
12010 - Ambulance Driver	18.34
12011 - Breath Alcohol Technician	23.34
12012 - Certified Occupational Therapist Assistant	31.23
12015 - Certified Physical Therapist Assistant	32.56
12020 - Dental Assistant	19.60
12025 - Dental Hygienist	44.71
12030 - EKG Technician	31.67
12035 - Electroneurodiagnostic Technologist	31.67
12040 - Emergency Medical Technician	18.34
12071 - Licensed Practical Nurse I	20.96
12072 - Licensed Practical Nurse II	23.46
12073 - Licensed Practical Nurse III	26.15
12100 - Medical Assistant	17.39
12130 - Medical Laboratory Technician	23.36
12160 - Medical Record Clerk	19.30
12190 - Medical Record Technician	21.60
12195 - Medical Transcriptionist	22.72
12210 - Nuclear Medicine Technologist	45.12
12221 - Nursing Assistant I	12.00
12222 - Nursing Assistant II	13.49
12223 - Nursing Assistant III	14.72
12224 - Nursing Assistant IV	16.52
12235 - Optical Dispenser	21.24
12236 - Optical Technician	19.36
12250 - Pharmacy Technician	17.71
12280 - Phlebotomist	19.09
12305 - Radiologic Technologist	37.15
12311 - Registered Nurse I	29.75
12312 - Registered Nurse II	35.92
12313 - Registered Nurse II, Specialist	35.92
12314 - Registered Nurse III	42.67
12315 - Registered Nurse III, Anesthetist	42.67
12316 - Registered Nurse IV	51.14
12317 - Scheduler (Drug and Alcohol Testing)	28.90
12320 - Substance Abuse Treatment Counselor	18.90
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	20.91
13012 - Exhibits Specialist II	25.91
13013 - Exhibits Specialist III	31.68
13041 - Illustrator I	23.23
13042 - Illustrator II	28.78

13043 - Illustrator III	35.20
13047 - Librarian	32.83
13050 - Library Aide/Clerk	14.91
13054 - Library Information Technology Systems Administrator	29.65
13058 - Library Technician	20.85
13061 - Media Specialist I	21.39
13062 - Media Specialist II	23.94
13063 - Media Specialist III	26.68
13071 - Photographer I	16.33
13072 - Photographer II	18.44
13073 - Photographer III	22.63
13074 - Photographer IV	27.68
13075 - Photographer V	33.49
13090 - Technical Order Library Clerk	18.73
13110 - Video Teleconference Technician	19.48
14000 - Information Technology Occupations	
14041 - Computer Operator I	17.02
14042 - Computer Operator II	19.04
14043 - Computer Operator III	21.22
14044 - Computer Operator IV	23.58
14045 - Computer Operator V	26.11
14071 - Computer Programmer I	(see 1)
14072 - Computer Programmer II	(see 1)
14073 - Computer Programmer III	(see 1)
14074 - Computer Programmer IV	(see 1)
14101 - Computer Systems Analyst I	(see 1)
14102 - Computer Systems Analyst II	(see 1)
14103 - Computer Systems Analyst III	(see 1)
14150 - Peripheral Equipment Operator	17.02
14160 - Personal Computer Support Technician	23.58
14170 - System Support Specialist	33.91
15000 - Instructional Occupations	
15010 - Aircrew Training Devices Instructor (Non-Rated)	31.62
15020 - Aircrew Training Devices Instructor (Rated)	38.26
15030 - Air Crew Training Devices Instructor (Pilot)	45.86
15050 - Computer Based Training Specialist / Instructor	31.62
15060 - Educational Technologist	36.14
15070 - Flight Instructor (Pilot)	45.86
15080 - Graphic Artist	23.93
15085 - Maintenance Test Pilot, Fixed, Jet/Prop	45.86
15086 - Maintenance Test Pilot, Rotary Wing	45.86
15088 - Non-Maintenance Test/Co-Pilot	45.86
15090 - Technical Instructor	27.52
15095 - Technical Instructor/Course Developer	33.68
15110 - Test Proctor	22.23
15120 - Tutor	22.23
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations	
16010 - Assembler	12.09
16030 - Counter Attendant	12.09
16040 - Dry Cleaner	14.69
16070 - Finisher, Flatwork, Machine	12.09
16090 - Presser, Hand	12.09
16110 - Presser, Machine, Drycleaning	12.09
16130 - Presser, Machine, Shirts	12.09
16160 - Presser, Machine, Wearing Apparel, Laundry	12.09
16190 - Sewing Machine Operator	15.30
16220 - Tailor	15.92
16250 - Washer, Machine	12.96
19000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	21.93
19040 - Tool And Die Maker	25.80
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	19.50
21030 - Material Coordinator	24.21
21040 - Material Expediter	24.21
21050 - Material Handling Laborer	13.23
21071 - Order Filler	15.33
21080 - Production Line Worker (Food Processing)	19.50
21110 - Shipping Packer	15.91
21130 - Shipping/Receiving Clerk	15.91
21140 - Store Worker I	13.59
21150 - Stock Clerk	17.85
21210 - Tools And Parts Attendant	19.50
21410 - Warehouse Specialist	19.50

23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	31.08
23019 - Aircraft Logs and Records Technician	25.05
23021 - Aircraft Mechanic I	29.93
23022 - Aircraft Mechanic II	31.08
23023 - Aircraft Mechanic III	32.18
23040 - Aircraft Mechanic Helper	21.85
23050 - Aircraft, Painter	28.05
23060 - Aircraft Servicer	25.05
23070 - Aircraft Survival Flight Equipment Technician	28.05
23080 - Aircraft Worker	26.48
23091 - Aircrew Life Support Equipment (ALSE) Mechanic I	26.48
23092 - Aircrew Life Support Equipment (ALSE) Mechanic II	29.93
23110 - Appliance Mechanic	23.50
23120 - Bicycle Repairer	17.07
23125 - Cable Splicer	34.74
23130 - Carpenter, Maintenance	24.62
23140 - Carpet Layer	19.97
23160 - Electrician, Maintenance	28.97
23181 - Electronics Technician Maintenance I	26.81
23182 - Electronics Technician Maintenance II	28.45
23183 - Electronics Technician Maintenance III	30.07
23260 - Fabric Worker	24.32
23290 - Fire Alarm System Mechanic	23.50
23310 - Fire Extinguisher Repairer	22.78
23311 - Fuel Distribution System Mechanic	36.65
23312 - Fuel Distribution System Operator	28.42
23370 - General Maintenance Worker	19.20
23380 - Ground Support Equipment Mechanic	29.93
23381 - Ground Support Equipment Servicer	25.05
23382 - Ground Support Equipment Worker	26.48
23391 - Gunsmith I	22.78
23392 - Gunsmith II	25.90
23393 - Gunsmith III	29.05
23410 - Heating, Ventilation And Air-Conditioning Mechanic	27.57
23411 - Heating, Ventilation And Air Contidioning Mechanic (Research Facility)	28.63
23430 - Heavy Equipment Mechanic	28.70
23440 - Heavy Equipment Operator	30.28
23460 - Instrument Mechanic	28.24
23465 - Laboratory/Shelter Mechanic	27.49
23470 - Laborer	13.23
23510 - Locksmith	23.41
23530 - Machinery Maintenance Mechanic	27.16
23550 - Machinist, Maintenance	22.95
23580 - Maintenance Trades Helper	16.57
23591 - Metrology Technician I	28.24
23592 - Metrology Technician II	29.32
23593 - Metrology Technician III	30.36
23640 - Millwright	30.05
23710 - Office Appliance Repairer	21.74
23760 - Painter, Maintenance	21.93
23790 - Pipefitter, Maintenance	26.37
23810 - Plumber, Maintenance	24.95
23820 - Pneudraulic Systems Mechanic	29.05
23850 - Rigger	25.93
23870 - Scale Mechanic	25.44
23890 - Sheet-Metal Worker, Maintenance	28.02
23910 - Small Engine Mechanic	21.12
23931 - Telecommunications Mechanic I	28.77
23932 - Telecommunications Mechanic II	29.86
23950 - Telephone Lineman	34.41
23960 - Welder, Combination, Maintenance	23.95
23965 - Well Driller	28.10
23970 - Woodcraft Worker	29.05
23980 - Woodworker	22.51
24000 - Personal Needs Occupations	
24550 - Case Manager	17.79
24570 - Child Care Attendant	12.40
24580 - Child Care Center Clerk	19.94
24610 - Chore Aide	11.41
24620 - Family Readiness And Support Services	17.79

Coordinator	
24630 - Homemaker	20.77
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	34.63
25040 - Sewage Plant Operator	32.38
25070 - Stationary Engineer	34.63
25190 - Ventilation Equipment Tender	25.27
25210 - Water Treatment Plant Operator	32.38
27000 - Protective Service Occupations	
27004 - Alarm Monitor	28.02
27007 - Baggage Inspector	13.86
27008 - Corrections Officer	33.83
27010 - Court Security Officer	31.56
27030 - Detection Dog Handler	23.51
27040 - Detention Officer	33.83
27070 - Firefighter	30.09
27101 - Guard I	13.86
27102 - Guard II	23.51
27131 - Police Officer I	36.97
27132 - Police Officer II	41.08
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	15.20
28042 - Carnival Equipment Repairer	16.19
28043 - Carnival Worker	11.25
28210 - Gate Attendant/Gate Tender	15.62
28310 - Lifeguard	16.03
28350 - Park Attendant (Aide)	17.38
28510 - Recreation Aide/Health Facility Attendant	12.67
28515 - Recreation Specialist	21.52
28630 - Sports Official	13.84
28690 - Swimming Pool Operator	17.65
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	28.99
29020 - Hatch Tender	28.99
29030 - Line Handler	28.99
29041 - Stevedore I	27.21
29042 - Stevedore II	30.76
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	42.28
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	29.16
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	32.11
30021 - Archeological Technician I	20.59
30022 - Archeological Technician II	22.84
30023 - Archeological Technician III	28.30
30030 - Cartographic Technician	28.30
30040 - Civil Engineering Technician	28.48
30051 - Cryogenic Technician I	28.91
30052 - Cryogenic Technician II	31.93
30061 - Drafter/CAD Operator I	20.42
30062 - Drafter/CAD Operator II	22.84
30063 - Drafter/CAD Operator III	25.47
30064 - Drafter/CAD Operator IV	31.34
30081 - Engineering Technician I	18.88
30082 - Engineering Technician II	21.19
30083 - Engineering Technician III	23.70
30084 - Engineering Technician IV	29.36
30085 - Engineering Technician V	35.91
30086 - Engineering Technician VI	43.45
30090 - Environmental Technician	23.31
30095 - Evidence Control Specialist	26.11
30210 - Laboratory Technician	23.32
30221 - Latent Fingerprint Technician I	31.38
30222 - Latent Fingerprint Technician II	34.67
30240 - Mathematical Technician	27.79
30361 - Paralegal/Legal Assistant I	21.71
30362 - Paralegal/Legal Assistant II	26.91
30363 - Paralegal/Legal Assistant III	32.91
30364 - Paralegal/Legal Assistant IV	39.82
30375 - Petroleum Supply Specialist	31.93
30390 - Photo-Optics Technician	28.30
30395 - Radiation Control Technician	31.93
30461 - Technical Writer I	26.28
30462 - Technical Writer II	32.16
30463 - Technical Writer III	38.90
30491 - Unexploded Ordnance (UXO) Technician I	26.87

30492 - Unexploded Ordnance (UXO) Technician II	32.51
30493 - Unexploded Ordnance (UXO) Technician III	38.97
30494 - Unexploded (UXO) Safety Escort	26.87
30495 - Unexploded (UXO) Sweep Personnel	26.87
30501 - Weather Forecaster I	28.91
30502 - Weather Forecaster II	35.16
30620 - Weather Observer, Combined Upper Air Or (see 2)	25.47
Surface Programs	
30621 - Weather Observer, Senior (see 2)	28.30
31000 - Transportation/Mobile Equipment Operation Occupations	
31010 - Airplane Pilot	32.51
31020 - Bus Aide	14.37
31030 - Bus Driver	17.56
31043 - Driver Courier	14.21
31260 - Parking and Lot Attendant	11.44
31290 - Shuttle Bus Driver	15.26
31310 - Taxi Driver	12.33
31361 - Truckdriver, Light	15.26
31362 - Truckdriver, Medium	18.11
31363 - Truckdriver, Heavy	20.85
31364 - Truckdriver, Tractor-Trailer	20.85
99000 - Miscellaneous Occupations	
99020 - Cabin Safety Specialist	15.85
99030 - Cashier	12.02
99050 - Desk Clerk	13.47
99095 - Embalmer	24.43
99130 - Flight Follower	26.87
99251 - Laboratory Animal Caretaker I	15.26
99252 - Laboratory Animal Caretaker II	16.01
99260 - Marketing Analyst	30.03
99310 - Mortician	24.43
99410 - Pest Controller	15.69
99510 - Photofinishing Worker	19.41
99710 - Recycling Laborer	24.00
99711 - Recycling Specialist	29.16
99730 - Refuse Collector	22.78
99810 - Sales Clerk	13.18
99820 - School Crossing Guard	15.24
99830 - Survey Party Chief	30.78
99831 - Surveying Aide	20.11
99832 - Surveying Technician	27.99
99840 - Vending Machine Attendant	14.19
99841 - Vending Machine Repairer	16.89
99842 - Vending Machine Repairer Helper	14.09

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

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: Life, accident, and health insurance plans, sick leave, pension plans, civic and personal leave, severance pay, and savings and thrift plans. Minimum employer contributions costing an average of \$4.48 per hour computed on the basis of all hours worked by service employees employed on the contract.

HEALTH & WELFARE EO 13706: Minimum employer contributions costing an average of \$4.18 per hour computed on the basis of all hours worked by service employees employed on the covered contracts. *

*This rate is to be used only when compensating employees for performance on an SCA-

covered contract also covered by EO 13706, Establishing Paid Sick Leave for Federal Contractors. A contractor may not receive credit toward its SCA obligations for any paid sick leave provided pursuant to EO 13706.

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

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

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

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

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

- (1) The application of systems analysis techniques and procedures, including consulting with users, to determine hardware, software or system functional specifications;
- (2) The design, development, documentation, analysis, creation, testing or modification of computer systems or programs, including prototypes, based on and related to user or system design specifications;
- (3) The design, documentation, testing, creation or modification of computer programs related to machine operating systems; or
- (4) A combination of the aforementioned duties, the performance of which requires the same level of skills. (29 C.F.R. 541.400).

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

**** HAZARDOUS PAY DIFFERENTIAL ****

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

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

**** UNIFORM ALLOWANCE ****

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

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

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

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

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

Conformance Process:

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

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order the proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the

authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.

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

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

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

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

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

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

D.3 PRICE WORKSHEET

The following estimated quantities are provided for the base and each option year. Contractors shall complete this section in its entirety for all HS for which they bid and submit with the price schedule in section B.4.

D.3.1 - VA Long Beach Health Care System

BASE YEAR: December 3 rd , 2018 – December 2nd, 2019					
ITEM NUMBER	DESCRIPTION OF SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AA	WITHIN A 20 MILE RADIUS FROM DESIGNATED PICK-UP POINT TO DROP OFF LOCATION	2250	Trip		
0002AA	CHARGE PER MILE BEYOND 20 MILES	625	Miles		
0003AA	BILLABLE INCOMPLETE PICKUPS	39	Trips		

0004AA	BILLABLE WAIT TIMES (first 15 minutes at no charge to the government One (1) increment of 15 minutes only)		15 mins		
---------------	--	--	---------	--	--

OPTION YEAR 1: December 3rd, 2019 – December 2nd, 2020					
ITEM NUMBER	DESCRIPTION OF SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	AMOUNT
1001AA	WITHIN A 20 MILE RADIUS FROM DESIGNATED PICK-UP POINT TO DROP OFF LOCATION	2250	Trip		
1002AA	CHARGE PER MILE BEYOND 20 MILES	625	Miles		
1003AA	BILLABLE INCOMPLETE PICKUPS	39	Trips		
1004AA	BILLABLE WAIT TIMES (first 15 minutes at no charge to the government One (1) increment of 15 minutes only)		15 mins		

OPTION YEAR 2: December 3rd, 2020 – December 2nd, 2021					
ITEM NUMBER	DESCRIPTION OF SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	AMOUNT
2001AA	WITHIN A 20 MILE RADIUS FROM DESIGNATED PICK-UP POINT TO DROP OFF LOCATION	2250	Trip		

2002AA	CHARGE PER MILE BEYOND 20 MILES	625	Miles		
2003AA	BILLABLE INCOMPLETE PICKUPS	39	Trips		
2004AA	BILLABLE WAIT TIMES (first 15 minutes at no charge to the government One (1) increment of 15 minutes only)		15 mins		

OPTION YEAR 3: December 3 rd , 2021 – December 2 nd , 2022					
ITEM NUMBER	DESCRIPTION OF SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	AMOUNT
3001AA	WITHIN A 20 MILE RADIUS FROM DESIGNATED PICK-UP POINT TO DROP OFF LOCATION	2250	Trip		
3002AA	CHARGE PER MILE BEYOND 20 MILES	625	Miles		
3003AA	BILLABLE INCOMPLETE PICKUPS	39	Trips		
3004AA	BILLABLE WAIT TIMES (first 15 minutes at no charge to the government One (1) increment of 15 minutes only)		15 mins		

OPTION YEAR 4: December 3 rd , 2022 – December 2 nd , 2023					
ITEM NUMBER	DESCRIPTION OF SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	AMOUNT
4001AA	WITHIN A 20 MILE RADIUS FROM DESIGNATED PICK-UP POINT TO DROP OFF LOCATION	2250	Trip		
4002AA	CHARGE PER MILE BEYOND 20 MILES	625	Miles		
4003AA	BILLABLE INCOMPLETE PICKUPS	39	Trips		
4004AA	BILLABLE WAIT TIMES (first 15 minutes at no charge to the government One (1) increment of 15 minutes only)		15 mins		

D.3.2 - VA San Diego Health Care System

BASE YEAR: December 3 rd , 2018 – December 2 nd , 2019					
ITEM NUMBER	DESCRIPTION OF SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AB	WITHIN A 20 MILE RADIUS FROM DESIGNATED PICK-UP POINT TO DROP OFF LOCATION	2250	Trip		
0002AB	CHARGE PER MILE BEYOND 20 MILES	625	Miles		
0003AB	BILLABLE INCOMPLETE PICKUPS	39	Trips		

0004AB	BILLABLE WAIT TIMES (first 15 minutes at no charge to the government One (1) increment of 15 minutes only)		15 mins		
---------------	--	--	---------	--	--

OPTION YEAR 1: December 3 rd , 2019 – December 2 nd , 2020					
ITEM NUMBER	DESCRIPTION OF SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	AMOUNT
1001AB	WITHIN A 20 MILE RADIUS FROM DESIGNATED PICK-UP POINT TO DROP OFF LOCATION	2250	Trip		
1002AB	CHARGE PER MILE BEYOND 20 MILES	625	Miles		
1003AB	BILLABLE INCOMPLETE PICKUPS	39	Trips		
1004AB	BILLABLE WAIT TIMES (first 15 minutes at no charge to the government One (1) increment of 15 minutes only)		15 mins		

OPTION YEAR 2: December 3 rd , 2020 – December 2 nd , 2021					
ITEM NUMBER	DESCRIPTION OF SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	AMOUNT
2001AB	WITHIN A 20 MILE RADIUS FROM DESIGNATED PICK-UP POINT TO DROP OFF LOCATION	2250	Trip		

2002AB	CHARGE PER MILE BEYOND 20 MILES	625	Miles		
2003AB	BILLABLE INCOMPLETE PICKUPS	39	Trips		
2004AB	BILLABLE WAIT TIMES (first 15 minutes at no charge to the government One (1) increment of 15 minutes only)		15 mins		

OPTION YEAR 3: December 3 rd , 2021 – December 2 nd , 2022					
ITEM NUMBER	DESCRIPTION OF SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	AMOUNT
3001AB	WITHIN A 20 MILE RADIUS FROM DESIGNATED PICK-UP POINT TO DROP OFF LOCATION	2250	Trip		
3002AB	CHARGE PER MILE BEYOND 20 MILES	625	Miles		
3003AB	BILLABLE INCOMPLETE PICKUPS	39	Trips		
3004AB	BILLABLE WAIT TIMES (first 15 minutes at no charge to the government One (1) increment of 15 minutes only)		15 mins		

OPTION YEAR 4: December 3 rd , 2022 – December 2nd, 2023					
ITEM NUMBER	DESCRIPTION OF SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	AMOUNT
4001AB	WITHIN A 20 MILE RADIUS FROM DESIGNATED PICK-UP POINT TO DROP OFF LOCATION	2250	Trip		
4002AB	CHARGE PER MILE BEYOND 20 MILES	625	Miles		
4003AB	BILLABLE INCOMPLETE PICKUPS	39	Trips		
4004AB	BILLABLE WAIT TIMES (first 15 minutes at no charge to the government One (1) increment of 15 minutes only)		15 mins		

SECTION E - SOLICITATION PROVISIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

GSA Federal Supply Service Specifications Section

Suite 8100 470 East L'Enfant Plaza, SW

Washington, DC 20407

Telephone (202) 619-8925

Facsimile (202) 619-8978.

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

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

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

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

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

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

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

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

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

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

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

- (1) The agency's evaluation of the significant weak or deficient factors in the debriefed offeror's offer.
- (2) The overall evaluated cost or price and technical rating of the successful and the debriefed offeror and past performance information on the debriefed offeror.
- (3) The overall ranking of all offerors, when any ranking was developed by the agency during source selection.
- (4) A summary of the rationale for award;
- (5) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.

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

(End of Provision)

ADDENDUM to FAR 52.212-1 INSTRUCTIONS TO OFFERORS—COMMERCIAL ITEMS

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

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

E.2 ADDENDUM TO FAR 52.212-1 INSTRUCTIONS TO OFFERORS — COMMERCIAL ITEMS

GENERAL INSTRUCTIONS FOR PROPOSAL SUBMISSIONS:

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

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

Please review the following items before submitting your proposal:

- ☐ Have you completed the SF 1449?
- ☐ Have you included a complete price proposal?
- ☐ Have you acknowledged any amendment (s), if applicable?
- ☐ Have you completed block 17a and signed your offer (blocks 30a, b and c) of SF 1449?
- b) Schedule of Services and Price. The Contractor shall completely fill out the Schedule of Services and Prices provided in this Solicitation Section B.2 and the Price Worksheet in Section D.3. No other format for the submission of the Price Schedule shall be accepted. The price stated in the offer shall be an inclusive rate.
- c) Period of Acceptance of Offers. The Offeror agrees to hold prices in its offer firm for a period of 120 days from the date specified for the receipt of offers.
- d) This procurement is being conducted in accordance with FAR part 12, acquisition of commercial items and FAR part 13, simplified acquisition procedures. In order to be considered for award, Offerors shall complete and return all information designated in the enclosed FAR clause 52.212-1, Addendum to 52.212-1 regarding proposal submission. Failure to do so may preclude the offeror from further consideration.
- e) DUNS NUMBER: Provide the Dun and Bradstreet Number assigned to your firm in the space provided in the Contract Administration area.
- f) All Questions shall be submitted in writing via email to Danielle Carroll at danielle.carroll4@va.gov no later than **12:00 PM PDT on November 13th, 2018.**

- g) All questions shall be answered via an amendment to this solicitation on or about **November 15th, 2018**.
- h) Offerors may submit a proposal to provide services at one HS, more than one HS. However, offerors shall be able to provide all services identified in the Schedule of Services and Price per Section B.2 of this solicitation for any HS for which they propose per section B.2 and D.3 of the Price Worksheet.

(End of Provision)

E.3 52.212-2 EVALUATION—COMMERCIAL ITEMS (OCT 2014)

(a) *Basis of Award.* This procurement is being conducted pursuant to FAR Part 13 procedures. The Government intends to award a contract resulting from this solicitation to the responsible offeror who offers the lowest price, whose price is found to be reasonable, and whose proposal does not take exception with any of the requirements for this procurement specified in the solicitation. **Price is the only factor that will be evaluated.**

(b) *Evaluation Process.* Proposals will be evaluated in the following manner. The lowest-priced offer will be identified. The proposal for the lowest-priced offer will be evaluated to determine if the offered price is reasonable and if the proposal does not take exception with any of the requirements for this procurement. If the price is found to be reasonable and the proposal does not take exception with any of the requirements for this procurement, the contracting officer will determine if the offeror is responsible using the general standard of responsibility for this procurement. If contract award cannot be made to the lowest-priced offeror, the contracting officer will evaluate the next lowest-priced offer. This process will continue until a contract award can be made, or the contracting officer determines that no contract award can be made. The contracting officer may find all offers not acceptable and cancel the procurement if the lowest-priced offer exceeds the amount of funding available for the procurement. The Government intends to evaluate offers and award a contract without discussions with offerors. However, the Government reserves the right to conduct discussions at any time if determined by the contracting officer to be in the Government's interest.

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

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

(End of Provision)

E.4 52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS— COMMERCIAL ITEMS (NOV 2017)

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

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

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

Forced or indentured child labor means all work or service—

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

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

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

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

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

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

- (1) PSC 5510, Lumber and Related Basic Wood Materials;
- (2) Product or Service Group (PSG) 87, Agricultural Supplies;
- (3) PSG 88, Live Animals;
- (4) PSG 89, Subsistence;
- (5) PSC 9410, Crude Grades of Plant Materials;
- (6) PSC 9430, Miscellaneous Crude Animal Products, Inedible;

- (7) PSC 9440, Miscellaneous Crude Agricultural and Forestry Products;
- (8) PSC 9610, Ores;
- (9) PSC 9620, Minerals, Natural and Synthetic; and
- (10) PSC 9630, Additive Metal Materials.

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

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

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

- (1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;
- (2) Are conducted pursuant to specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;
- (3) Consist of providing goods or services to marginalized populations of Sudan;
- (4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;
- (5) Consist of providing goods or services that are used only to promote health or education; or
- (6) Have been voluntarily suspended.

“Sensitive technology”—

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

- (i) To restrict the free flow of unbiased information in Iran; or
- (ii) To disrupt, monitor, or otherwise restrict speech of the people of Iran; and

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

Service-disabled veteran-owned small business concern—

(1) Means a small business concern—

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

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

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

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

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

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

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

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

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

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

(1) Directly by a parent corporation; or

(2) Through another subsidiary of a parent corporation.

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

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

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

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

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

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

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

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

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

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

(2) The offeror has completed the annual representations and certifications electronically via the SAM website access through <http://www.acquisition.gov>. After reviewing the SAM database information, the offeror verifies by submission of this offer that the representations and certifications currently posted electronically at FAR 52.212-3, Offeror Representations and Certifications—Commercial Items, have been entered or updated in the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201), except for paragraphs .

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify

as domestic end products, i.e., an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of “domestic end product.” The terms “commercially available off-the-shelf (COTS) item,” “component,” “domestic end product,” “end product,” “foreign end product,” and “United States” are defined in the clause of this solicitation entitled “Buy American—Supplies.”

(2) Foreign End Products:

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

[List as necessary]

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

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

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

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

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

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

[List as necessary]

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

Other Foreign End Products:

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

[List as necessary]

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

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

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

Canadian End Products:

Line Item No.

[List as necessary]

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

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

Canadian or Israeli End Products:

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

_____	_____
_____	_____
_____	_____

[List as necessary]

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

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

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

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

[List as necessary]

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

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

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

Other End Products:

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

[List as necessary]

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

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

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

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

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

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

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

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

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

(ii) *Examples.*

(A) The taxpayer has received a statutory notice of deficiency, under I.R.C. Sec. 6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(B) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. Sec. 6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the

underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

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

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

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

(1) *Listed end products.*

Listed End Product	Listed Countries of Origin
--------------------	----------------------------

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

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

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

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

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

(2) ☐ Outside the United States.

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

☐ (1) Maintenance, calibration, or repair of certain equipment as described in FAR 22.1003-4(c)(1). The offeror ☐ does ☐ does not certify that—

(i) The items of equipment to be serviced under this contract are used regularly for other than Governmental purposes and are sold or traded by the offeror (or subcontractor in the case of an exempt subcontract) in substantial quantities to the general public in the course of normal business operations;

(ii) The services will be furnished at prices which are, or are based on, established catalog or market prices (see FAR 22.1003- 4(c)(2)(ii)) for the maintenance, calibration, or repair of such equipment; and

(iii) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract will be the same as that used for these employees and equivalent employees servicing the same equipment of commercial customers.

☐ (2) Certain services as described in FAR 22.1003- 4(d)(1). The offeror ☐ does ☐ does not certify that—

(i) The services under the contract are offered and sold regularly to non-Governmental customers, and are provided by the offeror (or subcontractor in the case of an exempt subcontract) to the general public in substantial quantities in the course of normal business operations;

(ii) The contract services will be furnished at prices that are, or are based on, established catalog or market prices (see FAR 22.1003-4(d)(2)(iii));

(iii) Each service employee who will perform the services under the contract will spend only a small portion of his or her time (a monthly average of less than 20 percent of the available hours on an annualized basis, or less than 20 percent of available hours during the contract period if the contract period is less than a month) servicing the Government contract; and

(iv) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract is the same as that used for these employees and equivalent employees servicing commercial customers.

(3) If paragraph (k)(1) or (k)(2) of this clause applies—

(i) If the offeror does not certify to the conditions in paragraph (k)(1) or (k)(2) and the Contracting Officer did not attach a Service Contract Labor Standards wage determination to the solicitation, the offeror shall notify the Contracting Officer as soon as possible; and

(ii) The Contracting Officer may not make an award to the offeror if the offeror fails to execute the certification in paragraph (k)(1) or (k)(2) of this clause or to contact the Contracting Officer as required in paragraph (k)(3)(i) of this clause.

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

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

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

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

☐ TIN: _____.

☐ TIN has been applied for.

☐ TIN is not required because:

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

☐ Offeror is an agency or instrumentality of a foreign government;

☐ Offeror is an agency or instrumentality of the Federal Government.

(4) *Type of organization.*

☐ Sole proprietorship;

☐ Partnership;

☐ Corporate entity (not tax-exempt);

☐ Corporate entity (tax-exempt);

☐ Government entity (Federal, State, or local);

☐ Foreign government;

☐ International organization per 26 CFR 1.6049-4;

☐ Other _____.

(5) *Common parent.*

☐ Offeror is not owned or controlled by a common parent;

☐ Name and TIN of common parent:

Name _____.

TIN _____.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Immediate owner CAGE code: _____.

Immediate owner legal name: _____.

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

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

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

Highest-level owner CAGE code: _____.

Highest-level owner legal name: _____.

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

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

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

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

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

(2) The Offeror represents that—

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

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

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

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

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

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

Predecessor legal name: ____.

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

(s) [Reserved]

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

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

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

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

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

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

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

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

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

(End of Provision)

E.5 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

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

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

(End of Provision)

<u>FAR Number</u>	<u>Title</u>	<u>Date</u>
52.204-4	PRINTED OR COPIED DOUBLE-SIDED	MAY 2011
52.204-16	COMMERCIAL AND GOVERNMENT ENTITY CODE REPORTING	JUL 2016

E.6 52.209-7 INFORMATION REGARDING RESPONSIBILITY MATTERS (JUL 2013)

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

"Administrative proceeding" means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative Proceedings, Civilian Board of Contract Appeals Proceedings, and Armed Services Board of Contract Appeals Proceedings). This includes administrative proceedings at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include agency actions such as contract audits, site visits, corrective plans, or inspection of deliverables.

"Federal contracts and grants with total value greater than \$10,000,000" means—

- (1) The total value of all current, active contracts and grants, including all priced options; and
- (2) The total value of all current, active orders including all priced options under indefinite-delivery, indefinite-quantity, 8(a), or requirements contracts (including task and delivery and multiple-award Schedules).

"Principal" means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a division or business segment; and similar positions).

(b) The offeror [] has [] does not have current active Federal contracts and grants with total value greater than \$10,000,000.

(c) If the offeror checked "has" in paragraph (b) of this provision, the offeror represents, by submission of this offer, that the information it has entered in the Federal Awardee Performance and Integrity Information System (FAPIS) is current, accurate, and complete as of the date of submission of this offer with regard to the following information:

(1) Whether the offeror, and/or any of its principals, has or has not, within the last five years, in connection with the award to or performance by the offeror of a Federal contract or grant, been the subject of a proceeding, at the Federal or State level that resulted in any of the following dispositions:

(i) In a criminal proceeding, a conviction.

(ii) In a civil proceeding, a finding of fault and liability that results in the payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more.

(iii) In an administrative proceeding, a finding of fault and liability that results in—

(A) The payment of a monetary fine or penalty of \$5,000 or more; or

(B) The payment of a reimbursement, restitution, or damages in excess of \$100,000.

(iv) In a criminal, civil, or administrative proceeding, a disposition of the matter by consent or compromise with an acknowledgment of fault by the Contractor if the proceeding could have led to any of the outcomes specified in paragraphs (c)(1)(i), (c)(1)(ii), or (c)(1)(iii) of this provision.

(2) If the offeror has been involved in the last five years in any of the occurrences listed in (c)(1) of this provision, whether the offeror has provided the requested information with regard to each occurrence.

(d) The offeror shall post the information in paragraphs (c)(1)(i) through (c)(1)(iv) of this provision in FAPIS as required through maintaining an active registration in the System for Award Management database via <https://www.acquisition.gov> (see 52.204-7).

(End of Provision)

E.7 52.216-1 TYPE OF CONTRACT (APR 1984)

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

(End of Provision)

E.8 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:

Hand-Carried Address:

Department of Veterans Affairs
Attn: Danielle L. Carroll
Network Contracting Office 22
4811 Airport Plaza Drive
Suite 600
Long Beach CA 90815

Mailing Address:

Attn: Danielle L. Carroll
Department of Veterans Affairs
4811 Airport Plaza Drive
Suite 600
Long Beach CA 90815

(b) The copy of any protests

shall be received in the office designated above within one day of filing a protest with the GAO.

(End of Provision)

E.9 VAAR 852.233-70 PROTEST CONTENT/ALTERNATIVE DISPUTE RESOLUTION (JAN 2008)

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

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

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

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

(End of Provision)

E.10 VAAR 852.233-71 ALTERNATE PROTEST PROCEDURE (JAN 1998)

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

(End of Provision)

E.11 VAAR 852.273-74 AWARD WITHOUT EXCHANGES (JAN 2003)

The Government intends to evaluate proposals and award a contract without exchanges with offerors. Therefore, each initial offer should contain the offeror's best terms from a cost or price and technical standpoint. However, the Government reserves the right to conduct exchanges if later determined by the contracting officer to be necessary.

(End of Provision)