

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30				1. REQUISITION NO. 463-19-1-437-0002		PAGE 1 OF 91	
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE		4. ORDER NO.		5. SOLICITATION NUMBER 36C26019Q0028	
6. SOLICITATION ISSUE DATE 11-01-2018		7. FOR SOLICITATION INFORMATION CALL: a. NAME Laura Davis		b. TELEPHONE NO. (No Collect Calls) 253.888.4920		8. OFFER DUE DATE/LOCAL TIME 11-13-2018 0600 PST	
9. ISSUED BY Department of Veterans Affairs Network Contracting Office 20 1495 Wilmington Drive, Suite 360 DuPont WA 98327				10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED OR <input type="checkbox"/> SET ASIDE: 100 % FOR: <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> EDWOSB <input checked="" type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input type="checkbox"/> 8(A) NAICS: 561210 SIZE STANDARD: \$38.5 Million			
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input checked="" type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS NET 30		13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) <input type="checkbox"/>		13b. RATING N/A	
14. METHOD OF SOLICITATION <input checked="" type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP				15. DELIVER TO Department of Veterans Affairs Alaska VAMC 1201 N. Muldoon Rd Anchorage AK 99504			
16. ADMINISTERED BY Department of Veterans Affairs Network Contracting Office 20 1495 Wilmington Drive, Suite 360 DuPont WA 98327				17a. CONTRACTOR/OFFEROR CODE FACILITY CODE			
18a. PAYMENT WILL BE MADE BY Department of Veterans Affairs FMS-VA-2 (101) Financial Services Center PO Box 149971 Austin TX 78714-9971 PHONE: FAX:				19. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER <input type="checkbox"/>			
20. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM				21. QUANTITY			
22. UNIT				23. UNIT PRICE			
24. AMOUNT				25. ACCOUNTING AND APPROPRIATION DATA 463-3690152-437-841100-2580 010056190			
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 type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.			
27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED				28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 1 COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED			
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:				30a. SIGNATURE OF OFFEROR/CONTRACTOR			
31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)				30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)			
31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) Jacob Jackson Contract Officer				30c. DATE SIGNED			
31c. DATE SIGNED				32. AUTHORIZED FOR LOCAL REPRODUCTION PREVIOUS EDITION IS NOT USABLE			

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SECTION B - CONTINUATION OF SF 1449 BLOCKS

B.1 CONTRACT ADMINISTRATION DATA

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

a. CONTRACTOR: TBD

b. GOVERNMENT: Laura Davis, 253.888.4920; laura.davis5@va.gov

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

☒ **52.232-33, Payment by Electronic Funds Transfer—System For Award Management, or**

☐ **52.232-36, Payment by Third Party**

3. INVOICES: Invoices shall be submitted in arrears:

a. Quarterly ☐

b. Semi-Annually ☐

c. Other ☒ Monthly in arrears

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

Department of Veterans Affairs
FMS-VA-2(101)
Financial Services Center
PO Box 149971
Austin TX 78714-9971

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

AMENDMENT NO	DATE

B.2 PRICE/COST SCHEDULE

ITEM NUMBER	DESCRIPTION OF SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001		12.00	MO		
	Services Non-Personal: Furnish all labor, tools, materials, equipment, vehicles, and supervision to provide document destruction (shredding) services for the Alaska VA Healthcare System. Locations and pick up information located in Section D. Contract Period: Base POP Begin: 12-01-2018 POP End: 11-30-2019				
1001		12.00	MO		
	Services Non-Personal: Furnish all labor, tools, materials, equipment, vehicles, and supervision to provide document destruction (shredding) services for the Alaska VA Healthcare System. Locations and pick up information located in Section D. Contract Period: Option 1 POP Begin: 12-01-2019 POP End: 11-30-2020				
2001		12.00	MO		
	Services Non-Personal: Furnish all labor, tools, materials, equipment, vehicles, and supervision to provide document destruction (shredding) services for the Alaska VA Healthcare System. Locations and pick up information located in Section D. Contract Period: Option 2 POP Begin: 12-01-2020 POP End: 11-30-2021				
3001		12.00	MO		
	Services Non-Personal: Furnish all labor, tools, materials, equipment, vehicles, and supervision to provide document destruction (shredding) services for the Alaska VA Healthcare System. Locations and pick up information located in Section D. Contract Period: Option 3 POP Begin: 12-01-2021 POP End: 11-30-2022				
4001		12.00	MO		
	Services Non-Personal: Furnish all labor, tools, materials, equipment, vehicles, and supervision to provide document destruction (shredding) services for the Alaska VA Healthcare System. Locations and pick up information located in Section D.				

Contract Period: Option 4
POP Begin: 12-01-2022
POP End: 11-30-2023

GRAND TOTAL _____

B.2 STATEMENT OF WORK

1. GENERAL PROCEDURE

The contractor shall provide all labor, personnel, equipment, supplies, secured vehicles, materials, supervision and other related services necessary to provide on-site commercial document destruction services for the Alaska VA Healthcare System, CBOC's and administrative facilities in accordance with VA regulations.

1. Main Clinic -1201 North Muldoon, Anchorage, AK 99504
 2. Domiciliary - 3001 C Street, Anchorage, AK 99503
 3. JBER Bldg. 604, 604 Richardson Drive, JBER, AK 99506
 4. Matsu CBOC – 865 N. Seward Meridian Parkway, Suite 105, Wasilla, AK 99654
 5. Juneau CBOC – 709 W. 9th Street, Suite 150, Juneau, AK
 6. Kenai CBOC – 11312 Kenai Spur Highway, Suite 39, Kenai, AK 99611
2. No guarantees are made as to the estimated pick-up and delivery frequencies or volumes, or the quantities of bulk containers. The estimate information provided in the scope of work is based on historical data. The locations for the bulk containers are subject to change by the Government. The Government shall notify the contractor of location changes within five working days of any changes.

3. GREEN ENVIRONMENTAL MANAGEMENT SYSTEM (GEMS)

VISN 20 VA Medical Centers have a Green Environmental Management System (GEMS). The Medical Center is committed to protecting and improving the environment. Our goals are:

- (a) Taking a leadership role in environmental stewardship by providing a clean and safe environment in our community
- (b) Conserving natural resources and supporting their sustainability by upgrading our environmental systems
- (c) Reducing the use of hazardous products and the generation of wastes
- (d) Purchasing renewable, reusable, recyclable and recycled products
- (e) Working to constantly improve the immediate and long term environmental impacts of the products, services and processes used by the Alaska VA Healthcare System.
- (f) The Contractor will follow the GEMS guidelines provided by the Medical Center GEMS coordinator.

4. SCOPE OF WORK

The Contractor shall provide both onsite interim document destruction and final destruction services, to ensure to meet the standard of “the record is not readable or reconstruct able.” for Government provided documents containing classified, sensitive, confidential, and medical records within the Alaska VA Healthcare System.

The contractor shall provide secured lockable collection containers in a variety of sizes and quantities specific to each designated location throughout the hospital, clinic or facility for collection and storage of confidential documents until such time the shredding takes place.

(1) Containers shall be available in the following sizes:

- (a) Small – approximately 10 to 15 gallons, 20 to 25-pound capacity, suitable for desk side,
- (b) Medium – approximately 25 to 32 gallons, 75 to 80-pound capacity,
- (c) Large – approximately 90 to 100 gallons, 250 pounds plus capacity.

(2) Containers shall have locking mechanisms that are keyed alike with a master key that will open all containers. A total of ten (15) master keys will be provided to the VA's POC.

(3) Numbers of containers provided and frequency of collection/shredding are listed in the table below:

Changes to quantities at each facility may change during the course of the contract to accommodate remodeling, construction or expansion of current VA facilities.

(4) The Government reserves the right to modify the contract as needed to increase or decrease numbers of containers, as required due to changes in needs of the facilities.

(5) Specific room locations within each facility will be provided at the orientation/walkthrough, prior to contract start.

b. The contractor shall ensure:

(1) That any container used to transport documents from the indoor containers to the shredding location is locked and attended at all times while being moved.

(2) The task of document destruction for all containers is conducted from start to finish on-site at each facility on the scheduled service day.

c. The contractor shall provide:

(1) Sufficient labor and equipment necessary to transport the collected documents from the indoor designated container locations to an outdoor designated location where shredding will take place.

(2) Sufficient labor and sufficient mobile shredding vehicles capable of performing on-site shredding and destruction of approximately 400,000 to 500,000 pounds of confidential documents per year utilizing mobile shredding vehicles at government facilities where the confidential documents are collected.

(3) The contractor shall provide equipment that has the capability of shredding large volumes of documents per hour to reduce the time the contractor's equipment utilizes government facilities limited parking spaces.

(4) Equipment that is capable of shredding large volumes of documents per hour that will produce crosscut shred articles within a 1 x 5 millimeter, pulped for recycling and provides a certificate of destruction per the National Association of Information Destruction (NAID) standards for mobile units. Contractor will provide a Certificate of Destruction at the completion of shredding.

Information will include:

Company Name:

Location:

Date:

Type of Service: Scheduled / Unscheduled

Number of Containers Shredded:

Start Time:

Finish Time:

Total Weight Shredded:

Comments:

Contractor representative:

Date:

VA representative:

Date:

Existing contractor certification of destruction can be used if it contains the above information.

(5) Sufficient labor, equipment and transportation necessary to transport the shredded materials in locked vehicles to paper mills for pulping and recycling.

(6) A written schedule of the days and times service will be performed at each facility. The contractor shall perform services on day agreed upon by both VA facility point of contact (POC), the POC and the contractor. Strict adherence to the schedule is expected. Any changes to the schedule shall be approved in advance by the VA's Point of Contact (POC).

(7) A contingency plan for instances where:

- a. Equipment malfunction occurs during the shredding process
- b. When a mobile shredding vehicle breaks down en-route to a VA location for scheduled services or en route to a pulping and recycling site.
- c. Equipment malfunction on VA property results in release of some type of hazardous waste (i.e. hydraulic oil, diesel fuel, etc.)
- d. All shredding shall be witnessed by a contractor employee authorized to witness destruction of confidential documents or a VA government employee authorized to witness destruction of confidential documents. The authorized witness shall complete a certificate of destruction at the completion of each shredding/destruction service.
- e. All shredding shall be performed in accordance with Department of Veterans Affairs handbook 6300, records and information management, referenced in paragraph 7 below.
- f. Upon arrival at each facility, the contractor shall report to the meeting location designated by the POC prior to performance of scheduled pick-up/shredding service.

5. DAYS AND HOURS OF OPERATION

Monday – Friday, 8:00 am – 4:30 pm, excluding Federal holidays (New Year's Day, Martin Luther King Jr. Day, President's Day, Memorial Day, Fourth of July, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, Christmas Day)

6. INTERMITTENT/EMERGENCY ORDERS

In the event that additional onsite shredding is needed, the contractor shall be available within 48 hours' notice to respond for unscheduled service and prices shall be in accordance with the location fee that is listed in the contract price schedule.

7. CONTROL OF SECURITY WASTE

The Contractor shall be responsible for management, oversight, security, and control of all classified, sensitive, confidential documents and documents containing medical records stored in the locked containers, prior to and until completion of shredding or destruction of the documents.

8. DOCUMENT DESTRUCTION

The contractor must carry out destruction in accordance with VA Directive 6371 appendix A or be certified by the National Association for Information Destruction (NAID).

9. SECURITY WASTE COLLECTION CONTAINERS

- (a) The contractor shall deliver the required number of secured lockable collection containers in a variety of sizes and quantities specific to each designated location throughout the clinic or facility CBOCs for collection and storage of confidential documents until such time the shredding takes place. The containers shall be placed at the designated locations directed by the POC and tracked by location, bin number, and room number.
- (b) The containers shall be kept locked at all times. The contractor shall provide two sets of keys for each bulk container. One set of keys shall remain in the possession of the contractor or his employees at all times while at the Government site. The second set of keys shall be provided to the medical facility's POC. The Contractor is responsible for maintaining all bulk containers in a clean, safe, damage free, and odor-free condition.

10. CERTIFICATION OF DESTRUCTION

- (a) The Contractor shall prepare and submit to the medical facility's POC an original signed Certificate of Destruction the interim destruction conducted at each pick up for each site within three (3) working days of each pick up. The contractor shall maintain proper records concerning each Certificate of Destruction issued. The Certificate of Destruction shall as a minimum contain the following:
 - a) Pick-up/Delivery Location
 - b) Pick-up/Delivery Date
 - c) Name of Government POC at Pick-up Location
 - d) Amount of shredded waste (number and type of containers picked up and pounds shredded)
 - e) Destruction Certification Document Number
 - f) Destruction Certification Date
 - g) Any other information as determined necessary by the Information Security Officer
- (b) The VA will delegate the final destruction to the NAID vendor contractor employee, however a certificate of final destruction shall be required within 30 days of the original pickup.

11. ACTIVITY LOGS/REPORTS

- a. The Contractor shall maintain an Activity Log of shredding/destruction services accomplished at each site. One copy of the Activity Log shall be provided to the facility POC after all documents have been shredded.
- b. On a biannual basis (June and December) the contractor will provide a listing, in Excel format, with the following information for each console or bin:

Location
Building number
Room number
Console/bin size in gallons

12. CONTRACTOR PERSONNEL

The Contractor shall provide qualified employees. The Contractor shall be required to comply with all VA security requirements. The Contractor shall be responsible for coordinating with the facility POC and providing all information required of employees for performance of work. All security requirements must be met and employees cleared prior to the contractor performing work under the contract. Employees that cannot meet the security and clearance requirements shall not be allowed to perform work under this contract.

CONTRACTOR PERSONNEL SECURITY REQUIREMENTS:

- a. Contractor employees shall be pre-authorized to witness destruction of confidential documents, i.e. Low-Level Background investigations (See Section 9.0, special requirements).
- b. Contractor employees found reading any of the VA materials/documents shall be promptly removed from the premises when the document destruction is being performed and the person(s) involved shall not be allowed to return for any future document destruction services.
- c. The contractor shall adhere to the VA policies applicable to all record destruction as outlines in handbook 6300. These guidelines are designed to protect sensitive and private information from being disclosed to unauthorized parties and adhere to the Privacy Act and the HIPPA Privacy Rules and regulations. Examples of sensitive information include but are not limited to: individually identifiable medical, benefits, and personal information; financial, budgetary, research, quality assurance, confidential commercial, critical infrastructure, investigatory and law enforcement information.
- d. Subject to criminal prosecution, contractor employees shall comply with all manner of confidentiality when engaging in the destruction of any and all Department of Veterans Affairs records.
- e. Contractor employees shall wear a uniform with the company name and logo and wear a badge in plain view above the waist bearing the company name, logo and employee's name at all time they are on Department of Veterans Affairs property. Regularly assigned contractor employees will be required to

complete the application process to receive a Department of Veterans Affairs Contractor Personnel Identification Verification (PIV) Card.

f. The contractor shall maintain a current listing of employees performing services under this contract. The list shall include the employee's name, address, phone number, social security number, level of security and position. The list shall be validated and signed by the company facility security officer and provided to the contracting office and contracting officer's representative. An updated listing shall be provided when an employee's status or information changes. The contractor has 24 hours to inform the contracting office and POC that an employee's status has changed unless it is a pick-up day. On pick up days, the contractor shall immediately inform the POC.

g. The contractor and employees shall comply with homeland Security Presidential Directive 12 (HSPD-12), NIST 800-53, Office of Management and Budget (OMB) guidance M-05-24, as amended, and Federal Information Processing Standards Publication (FIPS PUB) Number 201, as amended. Contractor and Staff shall comply with the Privacy Act, VA Security requirements and HIPPA.

h. The contractor shall report to the contracting officer and the POC any information or circumstances which they are aware of that may pose a threat to the security of the Department of Veterans Affairs personnel, contractor employees, resources and classified and unclassified information.

i. Contractor employees are prohibited from possessing weapons, firearms or ammunition, on themselves or their contractor-owned or privately-owned vehicle while on the property of the designated VA locations listed in paragraph 4.

j. If the contracting officer finds it in the best interest of the Government, he/she may at any time during the performance of this contract order the contractor to remove any of his/her personnel from further performance under this contract for reasons of their moral character, unethical conduct, security reasons and violation of on-site building rules. In the event it is necessary to replace any contractor employee for any of the above reasons, all costs, including the costs of removal and replacement of the employee will be borne by the contractor.

k. The contractor shall not hold any discussions or release any information relating to the contents of this contract to anyone not having a direct interest in the performance of this contract, without written consent of the contracting officer. All inquiries shall be directed to the VA Public Affairs Officer.

m. The contractor shall not advertise information about projects performed for this contract without Government review and approval. Advertisement is considered but not limited to promotional brochures, posters, tradeshow handouts, web pages, magazines, newspapers and similar promotions.

n. The contractor shall ensure the electronic access badge provide under this contract for building access is kept securely so as not to compromise building access. The contractor shall immediately report to the POC if the badge is lost.

o. The contractor is required to comply with all security and personnel identification procedures at each facility.

13. SPECIAL REQUIREMENTS

- a) All Contractor vehicles utilized in this contract shall be insured and maintain current Alaska State vehicle registration. All Contractor employees shall possess a valid Alaska State Driver's license and be insurable. The Contractor or his/her employees while performing under this contract shall use no personal vehicles.
- b) Contractor Registration: Contractor shall be a legally registered business in the state of Alaska.
- c) Contractor Vehicles: all vehicles used in the performance of this contract for the destruction of documents shall have the applicable government licensing and inspections for road worthiness on file.
- d) HIPAA Responsibility: Contractor agrees to comply with the requirements under the Health Insurance Portability and Accountability Act of 1996 (HIPAA). Notwithstanding anything to the contrary in this contract, all individually identifiable health information shall be treated as confidential by the parties in accordance with all applicable federal, state, or local laws and regulations governing the confidentiality and privacy of individually identifiable health information, including but without limitation, HIPAA and any regulations and official guidance promulgated there under, and the parties agree to take such additional steps and/or to negotiate such amendments to this contract as may be required to ensure that the parties are and remain in compliance with the HIPAA regulations and official guidance.
- e) HIPAA Compliance – Health Insurance Portability and Accountability Act of 1996: the successful contractor shall be required to be in compliance with HIPAA requirements and will be required to sign a Business Associate Agreement with the VA. A copy will be maintained in the contract file and with the VA Privacy Officer.
- f) Security Requirements: The contractor and their personnel shall be subject to the same Federal laws, regulations, standards, and VA policies as VA personnel, regarding information and information system security. These include, but are not limited to Federal Information Security Management Act (FISMA), Appendix III of OMB Circular-A-130, and guidance and standards, available from the Department of Commerce's National Institute of Standards and Technology (NIST).

Contractor Employee Security and HIPAA Training: Contractor must certify that all employees working on this contract have received VA Information Security Awareness and VHA Privacy Policy Training. This training can be accessed on line through the VA Talent Management System found at <https://www.tms.va.gov>. Proof of training is required via printed certification of completion and must be provided to the CO/POC. The CO or POC will provide the details required for obtaining the VHA Privacy Policy Training.

In accordance with VHA Directive 6500.6, Appendix D, Contractor Rules of Behavior, each contractor must read and sign the VA National Rules of Behavior prior to gaining any access to VA information and/or information systems. Contractors must initial and date each page of the copy of the VA National Rules of Behavior, they must also provide the information requested on the last page, sign and date it.

These requirements will be maintained in a contractor employee file by the CO/POC for each contractor employee working on the contract.

14. QUALITY ASSURANCE

The Government may inspect each task as completed or increase the number of quality control inspections if deemed appropriate because of repeated failures discovered during quality control inspections. Likewise, the Government may decrease the number of quality control inspections if performance dictates. The Government will also receive and investigate complaints from various customers located at the business locations.

15. SECURITY REQUIREMENTS

The Contractor shall be responsible for adhering to the following statements as they relate to this contract. The Alaska VA Healthcare System sites in coordination with their site Information Security Officer (ISO) shall monitor the work performed by contractor personnel, including sub-contractors, on a periodic basis to make sure contractor personnel are following the stated security requirements.

16. CONTRACTOR PERSONNEL SECURITY REQUIREMENTS

(1) Position Sensitivity – The position sensitivity has been designated as Moderate Risk.

(2) Background Investigation - The level of background investigation commensurate with the required level of access is Minimum Background Investigation.

(b) Contractor Responsibilities

ADMINISTRATION:

a. Facility Orientation: An initial orientation of the facilities will be conducted by the POC at the start of the contract. The contractor shall be responsible for conducting orientation for new employees thereafter.

b. Accident Reporting: In the event of an accident on Department of Veterans Affairs property or involving Government personnel or property, the contractor shall contact the VA police immediately. A report shall be provided to the CO and POC in writing that shall include the following:

- (1) The time and date of occurrence
- (2) The place of occurrence
- (3) A list of personnel directly involved
- (4) A narrative or description of the accident to include chronological order of the events and circumstances
- (5) Corrective action to prevent future occurrences

POINT OF CONTACT:

The contractor shall provide the name, email, and telephone number of an individual to act as his representative and be responsible for coordination of the contract with the Government.

17. Invoicing:

VA published the final rule requiring vendors to submit invoices electronically to the Financial Services Center (FSC) in the November 27, 2012 Federal Register. The rule became effective December 27, 2012. The rule includes a new contract clause to be inserted in all solicitations and contracts by the contracting officer (VAAR 852.232-72). Vendors can comply with the rule by using either of the two methods below:

1. The FSC uses a third-party contractor, Tungsten Network, to transition vendors from paper to electronic invoice submission. For information on Tungsten Network electronic invoicing set-up, vendors should call 1-877-489-6135, or email VA.Registration@Tungsten-Network.com.

Vendors are required to register with Tungsten Network and submit invoices electronically as a condition of acceptance of this contract or order.

For questions please refer to: <http://www.tungsten-network.com/us/en/veterans-affairs/>
Submittal of invoices are to be through <http://www.tungsten-network.com/us/en/>

If the company elects for a Web Form Account:

Step 1: They do not require a "Registration Key" unless provided to them directly through Email.

Step 5: Their Companies Tax Payer ID Number (TIN) is Required for VA-FSC.

Step 6: Remittance Address Details are Required to Transact to VA-FSC. Please use:

Department of Veterans Affairs
FMS-VA-2(101)
Financial Services Center
PO Box 149971
Austin TX 78714-9971

Step 8: The Department of Veterans Affairs Tungsten Number is: AAA544240062

The current account and transaction fees associated with the Tungsten services are paid by the VA-FSC. Free transaction code (s) are not required.

2. A system that conforms to the X12 electronic data interchange (EDI) format established by the Accredited Standards Center. For FSC e-Invoicing information, please call 1-877-353-9791 or email yafscshd@va.gov.

FSC and VA's Office of Acquisition, Logistics and Construction (OALC) will assist existing commercial vendors in migrating to the electronic process. Until the transition to electronic format is complete, FSC will continue to process paper invoices for commercial vendors.

The FSC's electronic invoicing system provides a variety of flexible solutions for all vendor types, including small businesses, and does not require any vendor transaction fees. More information on the FSC electronic invoicing process can be found at <http://www.fsc.va.gov/einvoice.asp>.

A properly prepared invoice will contain:

- Invoice Number and Date
- Contractor's Name and Address
- Accurate Purchase Order Number
- Supply or Service provided
- Itemization of pounds shredded and disposed of, by location
- Price per pound or per service, as applicable
- Dates of Service performed
- Location of Service Performed
- Total amount due

A consolidated invoice will be submitted monthly for all locations serviced that month.

POC MANAGEMENT LANGUAGE FOR CONTRACTS

The following standard items relate to records generated in executing the contract and should be included in a typical Electronic Information Systems (EIS) procurement contract:

- a. Citations to pertinent laws, codes and regulations such as 44 U.S.C chapters 21, 29, 31 and 33; Freedom of Information Act (5 U.S.C. 552); Privacy Act (5 U.S.C. 552a); 36 CFR Part 1222 and Part 1228.
- b. Contractor shall treat all deliverables under the contract as the property of the U.S. Government for which the Government Agency shall have unlimited rights to use, dispose of, or disclose such data contained therein as it determines to be in the public interest.
- c. Contractor shall not create or maintain any records that are not specifically tied to or authorized by the contract using Government IT equipment and/or Government records.
- d. Contractor shall not retain, use, sell, or disseminate copies of any deliverable that contains information covered by the Privacy Act of 1974 or that which is generally protected by the Freedom of Information Act.
- e. Contractor shall not create or maintain any records containing any Government Agency POC that are not specifically tied to or authorized by the contract.
- f. The Government Agency owns the rights to all data/records produced as part of this contract.
- g. The Government Agency owns the rights to all electronic information (electronic data, electronic information systems, electronic databases, etc.) and all supporting documentation created as part of this contract. Contractor must deliver sufficient technical documentation with all data deliverables to permit the agency to use the data.
- h. Contractor agrees to comply with Federal and Agency records management policies, including those policies associated with the safeguarding of records covered by the Privacy Act of 1974. These policies include the preservation of all records created or received regardless of format [paper, electronic, etc.] or mode of transmission [e-mail, fax, etc.] or state of completion [draft, final, etc.].
- i. No disposition of documents will be allowed without the prior written consent of the Contracting Officer. The Agency and its contractors are responsible for preventing the alienation or unauthorized destruction of records, including all forms of mutilation. Willful and unlawful destruction, damage or alienation of Federal records is subject to the fines and penalties imposed by 18 U.S.C. 2701. records may not be removed from the legal custody of the Agency or destroyed without regard to the provisions of the agency record schedules.

- j. Contractor is required to obtain the Contracting Officer's approval prior to engaging in any contractual relationship (sub-contractor) in support of this contract requiring the disclosure of information, documentary material and/or records generated under, or relating to, this contract. The Contractor (and any sub-contractor) is required to abide by Government and Agency guidance for protecting sensitive and proprietary information.

VA INFORMATION AND INFORMATION SYSTEM SECURITY/PRIVACY LANGUAGE FOR INCLUSION INTO CONTRACTS, AS APPROPRIATE

1. GENERAL

Contractors, contractor personnel, subcontractors, and subcontractor personnel shall be subject to the same Federal laws, regulations, standards, and VA Directives and Handbooks as VA and VA personnel regarding information and information system security.

2. ACCESS to VA INFORMATION AND VA INFORMATION SYSTEMS

1. A contractor/subcontractor shall request logical (technical) or physical access to VA information and VA information systems for their employees, subcontractors, and affiliates only to the extent necessary to perform the services specified in the contract, agreement, or task order.

2. All contractors, subcontractors, and third-party servicers and associates working with VA information are subject to the same investigative requirements as those of VA appointees or employees who have access to the same types of information. The level and process of background security investigations for contractors must be in accordance with VA Directive and Handbook 0710, *Personnel Suitability and Security Program*. The Office for Operations, Security, and Preparedness is responsible for these policies and procedures.

3. Contract personnel who require access to national security programs must have a valid security clearance. National Industrial Security Program (NISP) was established by Executive Order 12829 to ensure that cleared U.S. defense industry contract personnel safeguard the classified information in their possession while performing work on contracts, programs, bids, or research and development efforts. The Department of Veterans Affairs does not have a Memorandum of Agreement with Defense Security Service (DSS). Verification of a Security Clearance must be processed through the Special Security Officer located in the Planning and National Security Service within the Office of Operations, Security, and Preparedness.

4. Custom software development and outsourced operations must be located in the U.S. to the maximum extent practical. If such services are proposed to be performed abroad and are not disallowed by other VA policy or mandates, the contractor/subcontractor must state where all non-U.S. services are provided and detail a security plan, deemed to be acceptable by VA, specifically to address mitigation of the resulting problems of communication, control, data protection, and so forth. Location within the U.S. may be an evaluation factor.

5. The contractor or subcontractor must notify the Contracting Officer immediately when an employee working on a VA system or with access to VA information is reassigned or leaves the contractor or subcontractor's employ. The Contracting Officer must also be notified immediately by the contractor or subcontractor prior to an unfriendly termination.

3. SECURITY INCIDENT INVESTIGATION

6. The term “security incident” means an event that has, or could have, resulted in unauthorized access to, loss or damage to VA assets, or sensitive information, or an action that breaches VA security procedures. The contractor/subcontractor shall immediately notify the POC and simultaneously, the designated ISO and Privacy Officer for the contract of any known or suspected security/privacy incidents, or any unauthorized disclosure of sensitive information, including that contained in system(s) to which the contractor/subcontractor has access.

7. To the extent known by the contractor/subcontractor, the contractor/subcontractor’s notice to VA shall identify the information involved, the circumstances surrounding the incident (including to whom, how, when, and where the VA information or assets were placed at risk or compromised), and any other information that the contractor/subcontractor considers relevant.

8. With respect to unsecured protected health information, the business associate is deemed to have discovered a data breach when the business associate knew or should have known of a breach of such information. Upon discovery, the business associate must notify the covered entity of the breach. Notifications need to be made in accordance with the executed business associate agreement.

9. In instances of theft or break-in or other criminal activity, the contractor/subcontractor must concurrently report the incident to the appropriate law enforcement entity (or entities) of jurisdiction, including the VA OIG and Security and Law Enforcement. The contractor, its employees, and its subcontractors and their employees shall cooperate with VA and any law enforcement authority responsible for the investigation and prosecution of any possible criminal law violation(s) associated with any incident. The contractor/subcontractor shall cooperate with VA in any civil litigation to recover VA information, obtain monetary or other compensation from a third party for damages arising from any incident, or obtain injunctive relief against any third party arising from, or related to, the incident.

SECTION C - CONTRACT CLAUSES

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

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

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

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

(End of Clause)

<u>FAR Number</u>	<u>Title</u>	<u>Date</u>
52.204-13	SYSTEM FOR AWARD MANAGEMENT MAINTENANCE	OCT 2016
52.204-18	COMMERCIAL AND GOVERNMENT ENTITY CODE MAINTENANCE	JUL 2016
52.212-4	CONTRACT TERMS AND CONDITIONS—COMMERCIAL ITEMS	JAN 2017
52.228-5	INSURANCE—WORK ON A GOVERNMENT INSTALLATION	JAN 1997
52.232-40	PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS	DEC 2013
52.237-2	PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATION	APR 1984
52.237-3	CONTINUITY OF SERVICES	JAN 1991
852.203-70	COMMERCIAL ADVERTISING	MAY 2018
852.219-10	VA NOTICE OF TOTAL SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS SET-ASIDE	JUL 2016

(End of Addendum to 52.212-4)

C.3 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.

[X] (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).

[X] (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)).

[X] (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

See attached wage determinations

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(x) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.

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

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

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

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

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

(xv) 52.222-54, Employment Eligibility Verification (OCT 2015) (E. O. 12989).

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

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

(xviii)(A) 52.224-3, Privacy Training (JAN 2017) (5 U.S.C. 552a).

(B) Alternate I (JAN 2017) of 52.224-3.

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

(xx) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (MAY 2014) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(xxi) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

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

(End of Clause)

C.4 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

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

(End of Clause)

C.5 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within 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.6 VAAR 852.219-74 LIMITATIONS ON SUBCONTRACTING— MONITORING AND COMPLIANCE (JUL 2018)

(a) This solicitation includes VAAR 852.219-10 VA Notice of Total Service- Disabled Veteran-Owned Small Business Set-Aside.

(b) Accordingly, any contract resulting from this solicitation is subject to the limitation on subcontracting requirements in 13 CFR 125.6, or the limitations on subcontracting requirements in the FAR clause, as applicable. The Contractor is advised that in performing contract administration functions, the Contracting Officer may use the services of a support contractor(s) retained by VA to assist in assessing the Contractor's compliance with the limitations on subcontracting or percentage of work performance requirements specified in the clause. To that end, the support contractor(s) may require access to Contractor's offices where the Contractor's business records or other proprietary data are retained and to review such business records regarding the Contractor's compliance with this requirement.

(c) All support contractors conducting this review on behalf of VA will be required to sign an "Information Protection and Non-Disclosure and Disclosure of Conflicts of Interest Agreement" to ensure the Contractor's business records or other proprietary data reviewed or obtained in the course of assisting the Contracting Officer in assessing the Contractor for compliance are protected to ensure information or data is not improperly disclosed or other impropriety occurs.

(d) Furthermore, if VA determines any services the support contractor(s) will perform in assessing compliance are advisory and assistance services as defined in FAR 2.101, Definitions, the support contractor(s) must also enter into an agreement with the Contractor to protect proprietary information as required by FAR 9.505-4, Obtaining access to proprietary information, paragraph (b). The Contractor is required to cooperate fully and make available any records as may be required to enable the Contracting Officer to assess the Contractor's compliance with the limitations on subcontracting or percentage of work performance requirement.

(End of Clause)

C.7 VAAR 852.232-72 ELECTRONIC SUBMISSION OF PAYMENT REQUESTS (NOV 2012)

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

(1) *Contract financing payment* has the meaning given in FAR 32.001.

(2) *Designated agency office* has the meaning given in 5 CFR 1315.2(m).

(3) *Electronic form* means an automated system transmitting information electronically according to the

Accepted electronic data transmission methods and formats identified in paragraph (c) of this clause. Facsimile, email, and scanned documents are not acceptable electronic forms for submission of payment requests.

(4) *Invoice payment* has the meaning given in FAR 32.001.

(5) *Payment request* means any request for contract financing payment or invoice payment submitted by the contractor under this contract.

(b) *Electronic payment requests.* Except as provided in paragraph (e) of this clause, the contractor shall submit payment requests in electronic form. Purchases paid with a Government-wide commercial purchase card are considered to be an electronic transaction for purposes of this rule, and therefore no additional electronic invoice submission is required.

(c) *Data transmission.* A contractor must ensure that the data transmission method and format are through one of the following:

(1) VA's Electronic Invoice Presentment and Payment System. (See Web site at <http://www.fsc.va.gov/einvoice.asp>.)

(2) Any system that conforms to the X12 electronic data interchange (EDI) formats established by the Accredited Standards Center (ASC) and chartered by the American National Standards Institute (ANSI). The X12 EDI Web site (<http://www.x12.org>) includes additional information on EDI 810 and 811 formats.

(d) *Invoice requirements.* Invoices shall comply with FAR 32.905.

(e) *Exceptions.* If, based on one of the circumstances below, the contracting officer directs that payment requests be made by mail, the contractor shall submit payment requests by mail through the United States Postal Service to the designated agency office. Submission of payment requests by mail may be required for:

(1) Awards made to foreign vendors for work performed outside the United States;

(2) Classified contracts or purchases when electronic submission and processing of payment requests could compromise the safeguarding of classified or privacy information;

(3) Contracts awarded by contracting officers in the conduct of emergency operations, such as responses to national emergencies;

(4) Solicitations or contracts in which the designated agency office is a VA entity other than the VA Financial Services Center in Austin, Texas; or

(5) Solicitations or contracts in which the VA designated agency office does not have electronic invoicing capability as described above.

(End of Clause)

C.8 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 Oregon. 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)

D.1 ATTACHMENTS

D.1 QUALITY ASSURANCE SURVEILLANCE PLAN (QASP)

PERFORMANCE BASED TASK

1. Contractor will provide shredding services in accordance with SOW
2. Contractor shreds all documents on site
3. All collection bins are emptied
4. Contractor employee's safety shred documents

INDICATOR

1. Competency
2. Security
3. Service Quality
4. Safety

STANDARD

1. Performs shredding on day indicated, unless alternative date is prescheduled with POC
2. documents are shredded before leaving the facility
3. All collections bins are emptied on schedule
4. All contractor employees follow safety rules while shredding documents

QUALITY ASSURANCE

1. check of log sheets
2. random visual inspection, check of log sheets
3. random inspection, customer input (complaints)
4. random inspection

DETERMINATION

1. vendor will not bill for missed collection days
2. Contractor performance will be evaluated.
The evaluation will be considered when future contract selections
3. No more than 3% missed bins per visit
4. Contractor performance will be evaluated. the evaluation will be considered when future contract selections are made.

D.2 PICK-UP LOCATIONS AND FREQUENCY

	AVAHS Location	Frequency	Small	Medium	Large
a.	1201 North Muldoon Road, Anchorage, AK 99504 (Main Clinic)	1 time per every other week	10	52	14
b.	VA Domiciliary (DOM) 3001 C Street Anchorage, AK 99503	1 time per every other week		20	
c.	604 Building, 604 Richardson Drive, JBER, AK 99506	Once a month		12	
d.	Matsu CBOC 865 N. Seward Meridian Parkway, Suite 105, Wasilla, AK 99654	1 time per every other week		10	
e.	Juneau CBOC 709 W. 9 th Street, Suite 150 Juneau, AK 99801	Once a month		5	
f.	Kenai CBOC 11312 Kenai Spur Highway Kenai, AK 99611	1 time per every month		6	

D.3 BUSINESS ASSOCIATE AGREEMENT BETWEEN THE DEPARTMENT OF VETERANS AFFAIRS VETERANS HEALTH ADMINISTRATION, , AND

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

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

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

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

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

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

“Protected Health Information” or “PHI” shall have the same meaning as described at 45 C.F.R. § 160.103. “Protected Health Information” and “PHI” as used in this Agreement include “Electronic Protected Health Information” and “EPHI.” For the purposes of this Agreement and unless otherwise provided, the term shall also refer to PHI that Business Associate creates, receives, maintains, or transmits on behalf of Covered Entity or receives from Covered Entity or another Business Associate.

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

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

1. Ownership of PHI. PHI is and remains the property of Covered Entity as long as Business Associate creates, receives, maintains, or transmits PHI, regardless of whether a compliant Business Associate agreement is in place.
2. Use and Disclosure of PHI by Business Associate. Unless otherwise provided, Business Associate:

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

- (1) As required by law or to carry out its legal responsibilities;
- (2) For the proper management and administration of Business Associate; or
- (3) To provide Data Aggregation services relating to the health care operations of Covered Entity.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(2) The written report shall be addressed to:

and submitted by email to and to the VHA Health Information Access Office, Business Associate Program Manager at VHABAAIssues@va.gov

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

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

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

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

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

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

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

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

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

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

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

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

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

M. Upon completion or termination of the applicable contract(s) or agreement(s), return or destroy, as determined by and under the direction of Covered Entity, all PHI and other VA data created or received by Business Associate during the performance of the contract(s) or agreement(s). No such information will be retained by Business Associate unless retention is required by law or specifically permitted by Covered Entity. If return or destruction is not feasible, Business Associate shall continue to protect the PHI in accordance with the Agreement and use or disclose the information only for the purpose of making the return or destruction feasible, or as required by law or specifically permitted by Covered Entity. Business Associate shall provide written assurance that either all PHI has been returned or destroyed, or any information retained will be safeguarded and used and disclosed only as permitted under this paragraph.

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

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

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

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

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

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

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

6. Termination.

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

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

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

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

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

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

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

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

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

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

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

Department of Veterans Affairs

Veterans Health Administration

By:

Name:

Title:

Date:

By:

Name:

Title:

Date:

D.4 WAGE DETERMINATIONS

WD 15-5687 (Rev.-6) was first posted on www.wdol.gov on 08/28/2018

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
		Wage Determination No.: 2015-5687
Daniel W. Simms	Division of	Revision No.: 6
Director	Wage Determinations	Date Of Revision: 08/23/2018

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: Alaska

Area: Alaska Boroughs of Aleutian Island, Bethel, Bristol Bay, Dillingham, Kenai Peninsula, Kodiak Island, Nome, North Slope, Southeast Fairb, Valdez-Cordova, Wade Hampton, Yukon-Koyukuk

Fringe Benefits Required Follow the Occupational Listing		
OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		16.78
01012 - Accounting Clerk II		18.84
01013 - Accounting Clerk III		21.08
01020 - Administrative Assistant		31.06
01035 - Court Reporter		19.23
01041 - Customer Service Representative I		16.59
01042 - Customer Service Representative II		18.63
01043 - Customer Service Representative III		20.33
01051 - Data Entry Operator I		16.72
01052 - Data Entry Operator II		18.23
01060 - Dispatcher, Motor Vehicle		23.44
01070 - Document Preparation Clerk		15.39
01090 - Duplicating Machine Operator		15.31
01111 - General Clerk I		18.76
01112 - General Clerk II		20.47
01113 - General Clerk III		22.97
01120 - Housing Referral Assistant		21.43
01141 - Messenger Courier		15.77
01191 - Order Clerk I		15.45
01192 - Order Clerk II		16.86
01261 - Personnel Assistant (Employment) I		19.07
01262 - Personnel Assistant (Employment) II		21.33

01263 - Personnel Assistant (Employment) III	23.79
01270 - Production Control Clerk	25.15
01290 - Rental Clerk	16.94
01300 - Scheduler, Maintenance	17.18
01311 - Secretary I	17.18
01312 - Secretary II	19.23
01313 - Secretary III	21.43
01320 - Service Order Dispatcher	20.95
01410 - Supply Technician	31.06
01420 - Survey Worker	19.23
01460 - Switchboard Operator/Receptionist	15.43
01531 - Travel Clerk I	15.48
01532 - Travel Clerk II	17.10
01533 - Travel Clerk III	18.90
01611 - Word Processor I	16.18
01612 - Word Processor II	18.16
01613 - Word Processor III	20.31
05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer, Fiberglass	28.80
05010 - Automotive Electrician	27.13
05040 - Automotive Glass Installer	25.48
05070 - Automotive Worker	25.48
05110 - Mobile Equipment Servicer	22.14
05130 - Motor Equipment Metal Mechanic	28.80
05160 - Motor Equipment Metal Worker	25.48
05190 - Motor Vehicle Mechanic	28.80
05220 - Motor Vehicle Mechanic Helper	20.48
05250 - Motor Vehicle Upholstery Worker	23.80
05280 - Motor Vehicle Wrecker	25.48
05310 - Painter, Automotive	27.13
05340 - Radiator Repair Specialist	25.48
05370 - Tire Repairer	17.78
05400 - Transmission Repair Specialist	28.80
07000 - Food Preparation And Service Occupations	
07010 - Baker	16.84
07041 - Cook I	18.69
07042 - Cook II	21.51
07070 - Dishwasher	10.99
07130 - Food Service Worker	14.36
07210 - Meat Cutter	20.76
07260 - Waiter/Waitress	11.91
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	31.44
09040 - Furniture Handler	20.17
09080 - Furniture Refinisher	31.44
09090 - Furniture Refinisher Helper	23.73
09110 - Furniture Repairer, Minor	27.58
09130 - Upholsterer	31.44
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	15.55
11060 - Elevator Operator	15.55
11090 - Gardener	18.86
11122 - Housekeeping Aide	17.13
11150 - Janitor	17.13
11210 - Laborer, Grounds Maintenance	14.62
11240 - Maid or Houseman	12.91
11260 - Pruner	13.21
11270 - Tractor Operator	17.45

11330 - Trail Maintenance Worker	14.62
11360 - Window Cleaner	18.97
12000 - Health Occupations	
12010 - Ambulance Driver	27.14
12011 - Breath Alcohol Technician	26.42
12012 - Certified Occupational Therapist Assistant	29.95
12015 - Certified Physical Therapist Assistant	29.15
12020 - Dental Assistant	23.45
12025 - Dental Hygienist	53.63
12030 - EKG Technician	39.80
12035 - Electroneurodiagnostic Technologist	39.80
12040 - Emergency Medical Technician	27.14
12071 - Licensed Practical Nurse I	23.61
12072 - Licensed Practical Nurse II	26.42
12073 - Licensed Practical Nurse III	29.44
12100 - Medical Assistant	20.77
12130 - Medical Laboratory Technician	23.96
12160 - Medical Record Clerk	16.04
12190 - Medical Record Technician	32.95
12195 - Medical Transcriptionist	23.61
12210 - Nuclear Medicine Technologist	58.03
12221 - Nursing Assistant I	13.27
12222 - Nursing Assistant II	14.92
12223 - Nursing Assistant III	16.28
12224 - Nursing Assistant IV	18.27
12235 - Optical Dispenser	26.42
12236 - Optical Technician	23.61
12250 - Pharmacy Technician	18.54
12280 - Phlebotomist	20.10
12305 - Radiologic Technologist	36.12
12311 - Registered Nurse I	28.98
12312 - Registered Nurse II	35.45
12313 - Registered Nurse II, Specialist	35.45
12314 - Registered Nurse III	42.88
12315 - Registered Nurse III, Anesthetist	42.88
12316 - Registered Nurse IV	51.40
12317 - Scheduler (Drug and Alcohol Testing)	33.60
12320 - Substance Abuse Treatment Counselor	28.29
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	21.09
13012 - Exhibits Specialist II	25.29
13013 - Exhibits Specialist III	30.90
13041 - Illustrator I	21.09
13042 - Illustrator II	25.29
13043 - Illustrator III	30.90
13047 - Librarian	26.42
13050 - Library Aide/Clerk	17.81
13054 - Library Information Technology Systems Administrator	23.86
13058 - Library Technician	19.63
13061 - Media Specialist I	17.22
13062 - Media Specialist II	19.26
13063 - Media Specialist III	21.47
13071 - Photographer I	19.50
13072 - Photographer II	23.82
13073 - Photographer III	27.01
13074 - Photographer IV	33.05
13075 - Photographer V	35.31

13090 - Technical Order Library Clerk	20.52
13110 - Video Teleconference Technician	18.43
14000 - Information Technology Occupations	
14041 - Computer Operator I	17.09
14042 - Computer Operator II	19.12
14043 - Computer Operator III	24.42
14044 - Computer Operator IV	25.98
14045 - Computer Operator V	27.62
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	18.34
14160 - Personal Computer Support Technician	27.62
14170 - System Support Specialist	27.75
15000 - Instructional Occupations	
15010 - Aircrew Training Devices Instructor (Non-Rated)	34.09
15020 - Aircrew Training Devices Instructor (Rated)	41.24
15030 - Air Crew Training Devices Instructor (Pilot)	49.42
15050 - Computer Based Training Specialist / Instructor	34.09
15060 - Educational Technologist	27.79
15070 - Flight Instructor (Pilot)	49.42
15080 - Graphic Artist	33.62
15085 - Maintenance Test Pilot, Fixed, Jet/Prop	43.63
15086 - Maintenance Test Pilot, Rotary Wing	43.63
15088 - Non-Maintenance Test/Co-Pilot	43.63
15090 - Technical Instructor	28.51
15095 - Technical Instructor/Course Developer	34.88
15110 - Test Proctor	23.13
15120 - Tutor	23.13
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations	
16010 - Assembler	12.31
16030 - Counter Attendant	12.31
16040 - Dry Cleaner	15.68
16070 - Finisher, Flatwork, Machine	12.31
16090 - Presser, Hand	12.31
16110 - Presser, Machine, Drycleaning	12.31
16130 - Presser, Machine, Shirts	12.31
16160 - Presser, Machine, Wearing Apparel, Laundry	12.31
16190 - Sewing Machine Operator	16.78
16220 - Tailor	17.94
16250 - Washer, Machine	13.44
19000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	31.72
19040 - Tool And Die Maker	39.52
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	26.04
21030 - Material Coordinator	25.15
21040 - Material Expediter	25.15
21050 - Material Handling Laborer	18.28
21071 - Order Filler	15.49
21080 - Production Line Worker (Food Processing)	26.04
21110 - Shipping Packer	19.58
21130 - Shipping/Receiving Clerk	19.58
21140 - Store Worker I	15.73

21150 - Stock Clerk	21.44
21210 - Tools And Parts Attendant	26.04
21410 - Warehouse Specialist	26.04
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	33.04
23019 - Aircraft Logs and Records Technician	25.82
23021 - Aircraft Mechanic I	31.25
23022 - Aircraft Mechanic II	33.04
23023 - Aircraft Mechanic III	34.86
23040 - Aircraft Mechanic Helper	22.22
23050 - Aircraft, Painter	29.44
23060 - Aircraft Servicer	25.82
23070 - Aircraft Survival Flight Equipment Technician	29.44
23080 - Aircraft Worker	27.64
23091 - Aircrew Life Support Equipment (ALSE) Mechanic I	27.64
23092 - Aircrew Life Support Equipment (ALSE) Mechanic II	31.25
23110 - Appliance Mechanic	31.44
23120 - Bicycle Repairer	25.66
23125 - Cable Splicer	42.94
23130 - Carpenter, Maintenance	33.02
23140 - Carpet Layer	29.79
23160 - Electrician, Maintenance	40.24
23181 - Electronics Technician Maintenance I	29.96
23182 - Electronics Technician Maintenance II	33.62
23183 - Electronics Technician Maintenance III	35.69
23260 - Fabric Worker	27.83
23290 - Fire Alarm System Mechanic	33.38
23310 - Fire Extinguisher Repairer	25.89
23311 - Fuel Distribution System Mechanic	33.38
23312 - Fuel Distribution System Operator	26.03
23370 - General Maintenance Worker	25.83
23380 - Ground Support Equipment Mechanic	31.25
23381 - Ground Support Equipment Servicer	25.82
23382 - Ground Support Equipment Worker	27.64
23391 - Gunsmith I	25.89
23392 - Gunsmith II	29.79
23393 - Gunsmith III	33.68
23410 - Heating, Ventilation And Air-Conditioning Mechanic	35.04
23411 - Heating, Ventilation And Air Contidioning Mechanic (Research Facility)	37.45
23430 - Heavy Equipment Mechanic	32.21
23440 - Heavy Equipment Operator	31.37
23460 - Instrument Mechanic	33.50
23465 - Laboratory/Shelter Mechanic	31.72
23470 - Laborer	18.28
23510 - Locksmith	31.44
23530 - Machinery Maintenance Mechanic	30.18
23550 - Machinist, Maintenance	33.68
23580 - Maintenance Trades Helper	21.36
23591 - Metrology Technician I	33.50
23592 - Metrology Technician II	35.42
23593 - Metrology Technician III	37.37
23640 - Millwright	33.68
23710 - Office Appliance Repairer	30.93
23760 - Painter, Maintenance	28.37

23790 - Pipefitter, Maintenance	36.82
23810 - Plumber, Maintenance	34.69
23820 - Pneudraulic Systems Mechanic	33.68
23850 - Rigger	33.68
23870 - Scale Mechanic	29.79
23890 - Sheet-Metal Worker, Maintenance	33.38
23910 - Small Engine Mechanic	29.79
23931 - Telecommunications Mechanic I	34.25
23932 - Telecommunications Mechanic II	37.04
23950 - Telephone Lineman	34.62
23960 - Welder, Combination, Maintenance	31.37
23965 - Well Driller	27.83
23970 - Woodcraft Worker	33.68
23980 - Woodworker	25.89
24000 - Personal Needs Occupations	
24550 - Case Manager	19.61
24570 - Child Care Attendant	13.06
24580 - Child Care Center Clerk	16.29
24610 - Chore Aide	16.64
24620 - Family Readiness And Support Services Coordinator	19.61
24630 - Homemaker	19.61
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	38.95
25040 - Sewage Plant Operator	29.00
25070 - Stationary Engineer	38.95
25190 - Ventilation Equipment Tender	28.83
25210 - Water Treatment Plant Operator	29.00
27000 - Protective Service Occupations	
27004 - Alarm Monitor	24.49
27007 - Baggage Inspector	19.75
27008 - Corrections Officer	32.61
27010 - Court Security Officer	29.13
27030 - Detection Dog Handler	22.10
27040 - Detention Officer	32.61
27070 - Firefighter	25.64
27101 - Guard I	19.75
27102 - Guard II	22.10
27131 - Police Officer I	35.04
27132 - Police Officer II	38.94
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	17.66
28042 - Carnival Equipment Repairer	18.72
28043 - Carnival Worker	14.51
28210 - Gate Attendant/Gate Tender	19.92
28310 - Lifeguard	16.06
28350 - Park Attendant (Aide)	22.94
28510 - Recreation Aide/Health Facility Attendant	16.25
28515 - Recreation Specialist	31.70
28630 - Sports Official	18.26
28690 - Swimming Pool Operator	26.50
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	29.79
29020 - Hatch Tender	29.79
29030 - Line Handler	29.79
29041 - Stevedore I	27.99
29042 - Stevedore II	31.91
30000 - Technical Occupations	

30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	42.33
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	29.19
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	32.14
30021 - Archeological Technician I	23.41
30022 - Archeological Technician II	27.28
30023 - Archeological Technician III	29.46
30030 - Cartographic Technician	31.78
30040 - Civil Engineering Technician	29.63
30051 - Cryogenic Technician I	23.25
30052 - Cryogenic Technician II	25.68
30061 - Drafter/CAD Operator I	23.41
30062 - Drafter/CAD Operator II	27.28
30063 - Drafter/CAD Operator III	29.19
30064 - Drafter/CAD Operator IV	34.79
30081 - Engineering Technician I	22.72
30082 - Engineering Technician II	26.56
30083 - Engineering Technician III	29.74
30084 - Engineering Technician IV	33.02
30085 - Engineering Technician V	38.08
30086 - Engineering Technician VI	45.77
30090 - Environmental Technician	22.13
30095 - Evidence Control Specialist	21.00
30210 - Laboratory Technician	31.24
30221 - Latent Fingerprint Technician I	23.25
30222 - Latent Fingerprint Technician II	25.68
30240 - Mathematical Technician	32.95
30361 - Paralegal/Legal Assistant I	21.93
30362 - Paralegal/Legal Assistant II	27.15
30363 - Paralegal/Legal Assistant III	33.22
30364 - Paralegal/Legal Assistant IV	40.20
30375 - Petroleum Supply Specialist	25.68
30390 - Photo-Optics Technician	32.95
30395 - Radiation Control Technician	25.68
30461 - Technical Writer I	20.22
30462 - Technical Writer II	24.72
30463 - Technical Writer III	33.98
30491 - Unexploded Ordnance (UXO) Technician I	26.90
30492 - Unexploded Ordnance (UXO) Technician II	32.55
30493 - Unexploded Ordnance (UXO) Technician III	39.01
30494 - Unexploded (UXO) Safety Escort	26.90
30495 - Unexploded (UXO) Sweep Personnel	26.90
30501 - Weather Forecaster I	34.79
30502 - Weather Forecaster II	42.32
30620 - Weather Observer, Combined Upper Air Or (see 2)	29.19
Surface Programs	
30621 - Weather Observer, Senior (see 2)	32.42
31000 - Transportation/Mobile Equipment Operation Occupations	
31010 - Airplane Pilot	32.55
31020 - Bus Aide	13.98
31030 - Bus Driver	21.04
31043 - Driver Courier	21.39
31260 - Parking and Lot Attendant	16.30
31290 - Shuttle Bus Driver	23.12
31310 - Taxi Driver	17.85
31361 - Truckdriver, Light	23.12
31362 - Truckdriver, Medium	24.85
31363 - Truckdriver, Heavy	26.79
31364 - Truckdriver, Tractor-Trailer	26.79

99000 - Miscellaneous Occupations	
99020 - Cabin Safety Specialist	15.87
99030 - Cashier	12.49
99050 - Desk Clerk	14.09
99095 - Embalmer	26.90
99130 - Flight Follower	26.90
99251 - Laboratory Animal Caretaker I	16.42
99252 - Laboratory Animal Caretaker II	25.20
99260 - Marketing Analyst	25.68
99310 - Mortician	26.90
99410 - Pest Controller	27.09
99510 - Photofinishing Worker	14.14
99710 - Recycling Laborer	25.38
99711 - Recycling Specialist	30.29
99730 - Refuse Collector	22.92
99810 - Sales Clerk	13.82
99820 - School Crossing Guard	17.64
99830 - Survey Party Chief	26.44
99831 - Surveying Aide	17.60
99832 - Surveying Technician	24.04
99840 - Vending Machine Attendant	22.64
99841 - Vending Machine Repairer	26.50
99842 - Vending Machine Repairer Helper	22.64

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

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

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

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

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

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor, 3 weeks after 5 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the

performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of eleven paid holidays per year: New Year's Day, Martin Luther King Jr's Birthday, Washington's Birthday, Good Friday, 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)).

WD 15-5681 (Rev.-6) was first posted on www.wdol.gov on 08/14/2018

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
		Wage Determination No.: 2015-5681
Daniel W. Simms	Division of	Revision No.: 6
Director	Wage Determinations	Date Of Revision: 08/03/2018

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: Alaska

Area: Alaska Boroughs of Anchorage, Matanuska-Susit

Fringe Benefits Required Follow the Occupational Listing

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		18.18
01012 - Accounting Clerk II		20.39
01013 - Accounting Clerk III		22.82
01020 - Administrative Assistant		27.02
01035 - Court Reporter		20.62
01041 - Customer Service Representative I		14.29
01042 - Customer Service Representative II		16.08
01043 - Customer Service Representative III		17.54
01051 - Data Entry Operator I		16.72
01052 - Data Entry Operator II		18.24
01060 - Dispatcher, Motor Vehicle		23.02
01070 - Document Preparation Clerk		18.95
01090 - Duplicating Machine Operator		18.95
01111 - General Clerk I		18.19
01112 - General Clerk II		19.84
01113 - General Clerk III		22.27
01120 - Housing Referral Assistant		22.98
01141 - Messenger Courier		15.83
01191 - Order Clerk I		17.00
01192 - Order Clerk II		18.55
01261 - Personnel Assistant (Employment) I		19.07
01262 - Personnel Assistant (Employment) II		21.33
01263 - Personnel Assistant (Employment) III		23.79
01270 - Production Control Clerk		26.24
01290 - Rental Clerk		16.84
01300 - Scheduler, Maintenance		18.43
01311 - Secretary I		18.43

01312 - Secretary II	20.62
01313 - Secretary III	22.98
01320 - Service Order Dispatcher	19.94
01410 - Supply Technician	27.02
01420 - Survey Worker	18.78
01460 - Switchboard Operator/Receptionist	15.82
01531 - Travel Clerk I	17.03
01532 - Travel Clerk II	18.81
01533 - Travel Clerk III	20.79
01611 - Word Processor I	16.66
01612 - Word Processor II	18.70
01613 - Word Processor III	20.93
05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer, Fiberglass	28.45
05010 - Automotive Electrician	23.67
05040 - Automotive Glass Installer	22.23
05070 - Automotive Worker	22.23
05110 - Mobile Equipment Servicer	19.62
05130 - Motor Equipment Metal Mechanic	25.13
05160 - Motor Equipment Metal Worker	22.23
05190 - Motor Vehicle Mechanic	25.13
05220 - Motor Vehicle Mechanic Helper	18.53
05250 - Motor Vehicle Upholstery Worker	21.87
05280 - Motor Vehicle Wrecker	22.23
05310 - Painter, Automotive	23.67
05340 - Radiator Repair Specialist	22.23
05370 - Tire Repairer	17.78
05400 - Transmission Repair Specialist	25.13
07000 - Food Preparation And Service Occupations	
07010 - Baker	18.33
07041 - Cook I	17.15
07042 - Cook II	19.74
07070 - Dishwasher	10.99
07130 - Food Service Worker	13.46
07210 - Meat Cutter	23.75
07260 - Waiter/Waitress	13.10
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	31.38
09040 - Furniture Handler	19.93
09080 - Furniture Refinisher	31.38
09090 - Furniture Refinisher Helper	23.69
09110 - Furniture Repairer, Minor	27.51
09130 - Upholsterer	31.38
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	12.97
11060 - Elevator Operator	15.01
11090 - Gardener	22.52
11122 - Housekeeping Aide	15.01
11150 - Janitor	15.01
11210 - Laborer, Grounds Maintenance	17.45
11240 - Maid or Houseman	12.28
11260 - Pruner	15.76
11270 - Tractor Operator	20.83
11330 - Trail Maintenance Worker	17.45
11360 - Window Cleaner	16.62
12000 - Health Occupations	
12010 - Ambulance Driver	27.42
12011 - Breath Alcohol Technician	27.26

12012 - Certified Occupational Therapist Assistant	29.95
12015 - Certified Physical Therapist Assistant	29.15
12020 - Dental Assistant	22.77
12025 - Dental Hygienist	51.83
12030 - EKG Technician	36.50
12035 - Electroneurodiagnostic Technologist	36.50
12040 - Emergency Medical Technician	27.42
12071 - Licensed Practical Nurse I	21.53
12072 - Licensed Practical Nurse II	24.10
12073 - Licensed Practical Nurse III	26.85
12100 - Medical Assistant	19.93
12130 - Medical Laboratory Technician	25.98
12160 - Medical Record Clerk	18.29
12190 - Medical Record Technician	20.47
12195 - Medical Transcriptionist	24.70
12210 - Nuclear Medicine Technologist	48.07
12221 - Nursing Assistant I	13.27
12222 - Nursing Assistant II	14.92
12223 - Nursing Assistant III	16.28
12224 - Nursing Assistant IV	18.27
12235 - Optical Dispenser	20.61
12236 - Optical Technician	21.53
12250 - Pharmacy Technician	19.13
12280 - Phlebotomist	20.45
12305 - Radiologic Technologist	32.64
12311 - Registered Nurse I	28.98
12312 - Registered Nurse II	35.45
12313 - Registered Nurse II, Specialist	35.45
12314 - Registered Nurse III	42.88
12315 - Registered Nurse III, Anesthetist	42.88
12316 - Registered Nurse IV	51.40
12317 - Scheduler (Drug and Alcohol Testing)	30.71
12320 - Substance Abuse Treatment Counselor	25.44
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	28.07
13012 - Exhibits Specialist II	33.66
13013 - Exhibits Specialist III	41.13
13041 - Illustrator I	28.07
13042 - Illustrator II	33.66
13043 - Illustrator III	41.13
13047 - Librarian	34.16
13050 - Library Aide/Clerk	18.74
13054 - Library Information Technology Systems Administrator	30.83
13058 - Library Technician	22.11
13061 - Media Specialist I	22.24
13062 - Media Specialist II	24.89
13063 - Media Specialist III	27.75
13071 - Photographer I	19.52
13072 - Photographer II	23.82
13073 - Photographer III	27.05
13074 - Photographer IV	33.09
13075 - Photographer V	40.05
13090 - Technical Order Library Clerk	20.51
13110 - Video Teleconference Technician	22.30
14000 - Information Technology Occupations	
14041 - Computer Operator I	18.72
14042 - Computer Operator II	20.95

14043 - Computer Operator III	24.42
14044 - Computer Operator IV	25.98
14045 - Computer Operator V	28.74
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	18.72
14160 - Personal Computer Support Technician	27.62
14170 - System Support Specialist	35.49
15000 - Instructional Occupations	
15010 - Aircrew Training Devices Instructor (Non-Rated)	34.09
15020 - Aircrew Training Devices Instructor (Rated)	41.24
15030 - Air Crew Training Devices Instructor (Pilot)	49.42
15050 - Computer Based Training Specialist / Instructor	34.09
15060 - Educational Technologist	33.63
15070 - Flight Instructor (Pilot)	49.42
15080 - Graphic Artist	27.00
15085 - Maintenance Test Pilot, Fixed, Jet/Prop	44.25
15086 - Maintenance Test Pilot, Rotary Wing	44.25
15088 - Non-Maintenance Test/Co-Pilot	44.25
15090 - Technical Instructor	28.50
15095 - Technical Instructor/Course Developer	34.88
15110 - Test Proctor	23.13
15120 - Tutor	23.13
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations	
16010 - Assembler	12.05
16030 - Counter Attendant	12.05
16040 - Dry Cleaner	15.35
16070 - Finisher, Flatwork, Machine	12.05
16090 - Presser, Hand	12.05
16110 - Presser, Machine, Drycleaning	12.05
16130 - Presser, Machine, Shirts	12.05
16160 - Presser, Machine, Wearing Apparel, Laundry	12.05
16190 - Sewing Machine Operator	16.43
16220 - Tailor	17.56
16250 - Washer, Machine	13.16
19000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	31.52
19040 - Tool And Die Maker	39.26
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	23.22
21030 - Material Coordinator	26.24
21040 - Material Expediter	26.24
21050 - Material Handling Laborer	17.01
21071 - Order Filler	15.49
21080 - Production Line Worker (Food Processing)	23.22
21110 - Shipping Packer	18.71
21130 - Shipping/Receiving Clerk	18.71
21140 - Store Worker I	15.73
21150 - Stock Clerk	21.44
21210 - Tools And Parts Attendant	23.22
21410 - Warehouse Specialist	23.22
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	34.82

23019 - Aircraft Logs and Records Technician	27.21
23021 - Aircraft Mechanic I	32.93
23022 - Aircraft Mechanic II	34.82
23023 - Aircraft Mechanic III	36.74
23040 - Aircraft Mechanic Helper	23.42
23050 - Aircraft, Painter	31.02
23060 - Aircraft Servicer	27.21
23070 - Aircraft Survival Flight Equipment Technician	31.02
23080 - Aircraft Worker	29.13
23091 - Aircrew Life Support Equipment (ALSE) Mechanic I	29.13
23092 - Aircrew Life Support Equipment (ALSE) Mechanic II	32.93
23110 - Appliance Mechanic	27.15
23120 - Bicycle Repairer	25.25
23125 - Cable Splicer	42.01
23130 - Carpenter, Maintenance	33.10
23140 - Carpet Layer	29.59
23160 - Electrician, Maintenance	36.74
23181 - Electronics Technician Maintenance I	32.91
23182 - Electronics Technician Maintenance II	36.98
23183 - Electronics Technician Maintenance III	39.26
23260 - Fabric Worker	27.64
23290 - Fire Alarm System Mechanic	31.11
23310 - Fire Extinguisher Repairer	25.72
23311 - Fuel Distribution System Mechanic	34.39
23312 - Fuel Distribution System Operator	29.95
23370 - General Maintenance Worker	23.46
23380 - Ground Support Equipment Mechanic	32.93
23381 - Ground Support Equipment Servicer	27.21
23382 - Ground Support Equipment Worker	29.13
23391 - Gunsmith I	25.72
23392 - Gunsmith II	29.59
23393 - Gunsmith III	33.45
23410 - Heating, Ventilation And Air-Conditioning Mechanic	30.40
23411 - Heating, Ventilation And Air Contidioning Mechanic (Research Facility)	32.14
23430 - Heavy Equipment Mechanic	33.58
23440 - Heavy Equipment Operator	36.57
23460 - Instrument Mechanic	33.45
23465 - Laboratory/Shelter Mechanic	31.52
23470 - Laborer	17.01
23510 - Locksmith	33.88
23530 - Machinery Maintenance Mechanic	32.88
23550 - Machinist, Maintenance	32.05
23580 - Maintenance Trades Helper	19.42
23591 - Metrology Technician I	33.45
23592 - Metrology Technician II	35.37
23593 - Metrology Technician III	37.32
23640 - Millwright	30.62
23710 - Office Appliance Repairer	23.24
23760 - Painter, Maintenance	27.65
23790 - Pipefitter, Maintenance	34.48
23810 - Plumber, Maintenance	32.48
23820 - Pneudraulic Systems Mechanic	33.45
23850 - Rigger	27.84
23870 - Scale Mechanic	29.59

23890 - Sheet-Metal Worker, Maintenance	36.58
23910 - Small Engine Mechanic	29.59
23931 - Telecommunications Mechanic I	34.32
23932 - Telecommunications Mechanic II	36.29
23950 - Telephone Lineman	34.73
23960 - Welder, Combination, Maintenance	34.51
23965 - Well Driller	27.16
23970 - Woodcraft Worker	33.45
23980 - Woodworker	25.72
24000 - Personal Needs Occupations	
24550 - Case Manager	16.64
24570 - Child Care Attendant	12.47
24580 - Child Care Center Clerk	15.54
24610 - Chore Aide	15.60
24620 - Family Readiness And Support Services Coordinator	16.64
24630 - Homemaker	18.94
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	33.45
25040 - Sewage Plant Operator	35.47
25070 - Stationary Engineer	33.45
25190 - Ventilation Equipment Tender	23.79
25210 - Water Treatment Plant Operator	35.47
27000 - Protective Service Occupations	
27004 - Alarm Monitor	26.24
27007 - Baggage Inspector	17.96
27008 - Corrections Officer	34.66
27010 - Court Security Officer	34.66
27030 - Detection Dog Handler	20.10
27040 - Detention Officer	34.66
27070 - Firefighter	27.18
27101 - Guard I	17.96
27102 - Guard II	20.10
27131 - Police Officer I	38.17
27132 - Police Officer II	42.41
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	16.83
28042 - Carnival Equipment Repairer	18.19
28043 - Carnival Worker	12.73
28210 - Gate Attendant/Gate Tender	19.92
28310 - Lifeguard	15.65
28350 - Park Attendant (Aide)	22.94
28510 - Recreation Aide/Health Facility Attendant	16.25
28515 - Recreation Specialist	31.70
28630 - Sports Official	18.26
28690 - Swimming Pool Operator	21.90
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	29.79
29020 - Hatch Tender	29.79
29030 - Line Handler	29.79
29041 - Stevedore I	30.24
29042 - Stevedore II	33.92
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	42.33
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	29.19
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	32.14
30021 - Archeological Technician I	23.41
30022 - Archeological Technician II	27.28

30023 - Archeological Technician III	29.46
30030 - Cartographic Technician	31.78
30040 - Civil Engineering Technician	34.96
30051 - Cryogenic Technician I	30.26
30052 - Cryogenic Technician II	33.42
30061 - Drafter/CAD Operator I	23.41
30062 - Drafter/CAD Operator II	27.28
30063 - Drafter/CAD Operator III	29.19
30064 - Drafter/CAD Operator IV	34.79
30081 - Engineering Technician I	22.72
30082 - Engineering Technician II	26.56
30083 - Engineering Technician III	29.74
30084 - Engineering Technician IV	33.02
30085 - Engineering Technician V	38.08
30086 - Engineering Technician VI	45.77
30090 - Environmental Technician	26.33
30095 - Evidence Control Specialist	27.32
30210 - Laboratory Technician	26.61
30221 - Latent Fingerprint Technician I	30.26
30222 - Latent Fingerprint Technician II	33.42
30240 - Mathematical Technician	32.95
30361 - Paralegal/Legal Assistant I	21.93
30362 - Paralegal/Legal Assistant II	27.15
30363 - Paralegal/Legal Assistant III	33.22
30364 - Paralegal/Legal Assistant IV	40.20
30375 - Petroleum Supply Specialist	33.42
30390 - Photo-Optics Technician	32.95
30395 - Radiation Control Technician	33.42
30461 - Technical Writer I	25.55
30462 - Technical Writer II	31.26
30463 - Technical Writer III	37.83
30491 - Unexploded Ordnance (UXO) Technician I	26.90
30492 - Unexploded Ordnance (UXO) Technician II	32.55
30493 - Unexploded Ordnance (UXO) Technician III	39.01
30494 - Unexploded (UXO) Safety Escort	26.90
30495 - Unexploded (UXO) Sweep Personnel	26.90
30501 - Weather Forecaster I	34.79
30502 - Weather Forecaster II	42.32
30620 - Weather Observer, Combined Upper Air Or Surface Programs	(see 2) 29.19
30621 - Weather Observer, Senior	(see 2) 32.42
31000 - Transportation/Mobile Equipment Operation Occupations	
31010 - Airplane Pilot	32.55
31020 - Bus Aide	15.38
31030 - Bus Driver	23.14
31043 - Driver Courier	18.02
31260 - Parking and Lot Attendant	13.19
31290 - Shuttle Bus Driver	19.48
31310 - Taxi Driver	15.74
31361 - Truckdriver, Light	19.48
31362 - Truckdriver, Medium	20.94
31363 - Truckdriver, Heavy	26.89
31364 - Truckdriver, Tractor-Trailer	26.89
99000 - Miscellaneous Occupations	
99020 - Cabin Safety Specialist	15.87
99030 - Cashier	12.27
99050 - Desk Clerk	14.09
99095 - Embalmer	26.90

99130 - Flight Follower	26.90
99251 - Laboratory Animal Caretaker I	14.14
99252 - Laboratory Animal Caretaker II	20.92
99260 - Marketing Analyst	32.45
99310 - Mortician	26.90
99410 - Pest Controller	27.09
99510 - Photofinishing Worker	15.92
99710 - Recycling Laborer	29.14
99711 - Recycling Specialist	34.78
99730 - Refuse Collector	26.32
99810 - Sales Clerk	13.82
99820 - School Crossing Guard	19.74
99830 - Survey Party Chief	30.78
99831 - Surveying Aide	20.49
99832 - Surveying Technician	27.99
99840 - Vending Machine Attendant	22.64
99841 - Vending Machine Repairer	26.50
99842 - Vending Machine Repairer Helper	22.64

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

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

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

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

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

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

HOLIDAYS: A minimum of eleven paid holidays per year: New Year's Day, Martin Luther King Jr's Birthday, Washington's Birthday, Good Friday, 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)).

WD 15-5685 (Rev.-6) was first posted on www.wdol.gov on 09/04/2018

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.: 2015-5685
Director	Wage Determinations	Revision No.: 6
		Date Of Revision: 08/24/2018

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: Alaska

Area: Alaska Boroughs of Haines, Juneau, Ketchikan Gateway, Prince of Wales, Sitka, Skagway-Yakutat, Wrangell-Peters

Fringe Benefits Required Follow the Occupational Listing

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		18.57
01012 - Accounting Clerk II		20.84
01013 - Accounting Clerk III		23.32
01020 - Administrative Assistant		27.30
01035 - Court Reporter		18.84
01041 - Customer Service Representative I		15.82
01042 - Customer Service Representative II		17.79
01043 - Customer Service Representative III		19.39
01051 - Data Entry Operator I		14.86
01052 - Data Entry Operator II		17.86
01060 - Dispatcher, Motor Vehicle		22.28
01070 - Document Preparation Clerk		15.39
01090 - Duplicating Machine Operator		14.72
01111 - General Clerk I		16.62
01112 - General Clerk II		18.13
01113 - General Clerk III		20.35
01120 - Housing Referral Assistant		21.01
01141 - Messenger Courier		15.60
01191 - Order Clerk I		15.45
01192 - Order Clerk II		16.86
01261 - Personnel Assistant (Employment) I		19.91
01262 - Personnel Assistant (Employment) II		22.28
01263 - Personnel Assistant (Employment) III		24.83
01270 - Production Control Clerk		22.59
01290 - Rental Clerk		16.84
01300 - Scheduler, Maintenance		16.84
01311 - Secretary I		16.84
01312 - Secretary II		18.84
01313 - Secretary III		21.01
01320 - Service Order Dispatcher		17.51
01410 - Supply Technician		27.30

01420 - Survey Worker	18.78
01460 - Switchboard Operator/Receptionist	16.65
01531 - Travel Clerk I	15.48
01532 - Travel Clerk II	17.10
01533 - Travel Clerk III	18.90
01611 - Word Processor I	16.18
01612 - Word Processor II	18.16
01613 - Word Processor III	20.31
05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer, Fiberglass	28.55
05010 - Automotive Electrician	26.89
05040 - Automotive Glass Installer	25.26
05070 - Automotive Worker	25.26
05110 - Mobile Equipment Servicer	21.95
05130 - Motor Equipment Metal Mechanic	28.55
05160 - Motor Equipment Metal Worker	25.26
05190 - Motor Vehicle Mechanic	28.55
05220 - Motor Vehicle Mechanic Helper	20.30
05250 - Motor Vehicle Upholstery Worker	23.59
05280 - Motor Vehicle Wrecker	25.26
05310 - Painter, Automotive	26.90
05340 - Radiator Repair Specialist	25.26
05370 - Tire Repairer	20.58
05400 - Transmission Repair Specialist	28.55
07000 - Food Preparation And Service Occupations	
07010 - Baker	16.67
07041 - Cook I	18.13
07042 - Cook II	20.86
07070 - Dishwasher	10.99
07130 - Food Service Worker	13.46
07210 - Meat Cutter	20.34
07260 - Waiter/Waitress	12.86
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	31.89
09040 - Furniture Handler	20.17
09080 - Furniture Refinisher	31.89
09090 - Furniture Refinisher Helper	24.07
09110 - Furniture Repairer, Minor	27.98
09130 - Upholsterer	31.89
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	13.61
11060 - Elevator Operator	13.61
11090 - Gardener	23.32
11122 - Housekeeping Aide	15.93
11150 - Janitor	15.93
11210 - Laborer, Grounds Maintenance	18.53
11240 - Maid or Houseman	14.56
11260 - Pruner	16.74
11270 - Tractor Operator	22.00
11330 - Trail Maintenance Worker	18.53
11360 - Window Cleaner	17.64
12000 - Health Occupations	
12010 - Ambulance Driver	25.42
12011 - Breath Alcohol Technician	25.17
12012 - Certified Occupational Therapist Assistant	29.95
12015 - Certified Physical Therapist Assistant	29.15
12020 - Dental Assistant	22.82
12025 - Dental Hygienist	54.73

12030 - EKG Technician	38.13
12035 - Electroneurodiagnostic Technologist	38.13
12040 - Emergency Medical Technician	25.42
12071 - Licensed Practical Nurse I	22.49
12072 - Licensed Practical Nurse II	25.17
12073 - Licensed Practical Nurse III	28.05
12100 - Medical Assistant	20.56
12130 - Medical Laboratory Technician	24.22
12160 - Medical Record Clerk	21.34
12190 - Medical Record Technician	23.87
12195 - Medical Transcriptionist	20.41
12210 - Nuclear Medicine Technologist	55.29
12221 - Nursing Assistant I	13.71
12222 - Nursing Assistant II	15.41
12223 - Nursing Assistant III	16.81
12224 - Nursing Assistant IV	18.87
12235 - Optical Dispenser	25.17
12236 - Optical Technician	22.49
12250 - Pharmacy Technician	20.87
12280 - Phlebotomist	20.76
12305 - Radiologic Technologist	37.76
12311 - Registered Nurse I	28.98
12312 - Registered Nurse II	35.45
12313 - Registered Nurse II, Specialist	35.45
12314 - Registered Nurse III	42.88
12315 - Registered Nurse III, Anesthetist	42.88
12316 - Registered Nurse IV	51.40
12317 - Scheduler (Drug and Alcohol Testing)	31.48
12320 - Substance Abuse Treatment Counselor	30.52
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	24.17
13012 - Exhibits Specialist II	29.93
13013 - Exhibits Specialist III	36.62
13041 - Illustrator I	24.17
13042 - Illustrator II	29.93
13043 - Illustrator III	36.62
13047 - Librarian	33.14
13050 - Library Aide/Clerk	18.00
13054 - Library Information Technology Systems Administrator	29.92
13058 - Library Technician	21.51
13061 - Media Specialist I	21.59
13062 - Media Specialist II	24.17
13063 - Media Specialist III	26.93
13071 - Photographer I	21.59
13072 - Photographer II	24.29
13073 - Photographer III	29.93
13074 - Photographer IV	36.62
13075 - Photographer V	44.30
13090 - Technical Order Library Clerk	20.51
13110 - Video Teleconference Technician	21.59
14000 - Information Technology Occupations	
14041 - Computer Operator I	17.09
14042 - Computer Operator II	19.12
14043 - Computer Operator III	24.42
14044 - Computer Operator IV	25.98
14045 - Computer Operator V	27.62
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		18.34
14160 - Personal Computer Support Technician		27.62
14170 - System Support Specialist		28.14
15000 - Instructional Occupations		
15010 - Aircrew Training Devices Instructor (Non-Rated)		34.09
15020 - Aircrew Training Devices Instructor (Rated)		41.24
15030 - Air Crew Training Devices Instructor (Pilot)		49.42
15050 - Computer Based Training Specialist / Instructor		34.09
15060 - Educational Technologist		33.63
15070 - Flight Instructor (Pilot)		49.42
15080 - Graphic Artist		33.62
15085 - Maintenance Test Pilot, Fixed, Jet/Prop		49.42
15086 - Maintenance Test Pilot, Rotary Wing		49.42
15088 - Non-Maintenance Test/Co-Pilot		49.42
15090 - Technical Instructor		31.12
15095 - Technical Instructor/Course Developer		38.07
15110 - Test Proctor		25.14
15120 - Tutor		25.14
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations		
16010 - Assembler		12.31
16030 - Counter Attendant		12.31
16040 - Dry Cleaner		15.68
16070 - Finisher, Flatwork, Machine		12.31
16090 - Presser, Hand		12.31
16110 - Presser, Machine, Drycleaning		12.31
16130 - Presser, Machine, Shirts		12.31
16160 - Presser, Machine, Wearing Apparel, Laundry		12.31
16190 - Sewing Machine Operator		16.78
16220 - Tailor		17.94
16250 - Washer, Machine		13.44
19000 - Machine Tool Operation And Repair Occupations		
19010 - Machine-Tool Operator (Tool Room)		31.89
19040 - Tool And Die Maker		39.74
21000 - Materials Handling And Packing Occupations		
21020 - Forklift Operator		24.95
21030 - Material Coordinator		27.34
21040 - Material Expediter		27.34
21050 - Material Handling Laborer		17.68
21071 - Order Filler		16.37
21080 - Production Line Worker (Food Processing)		24.95
21110 - Shipping Packer		19.58
21130 - Shipping/Receiving Clerk		19.58
21140 - Store Worker I		15.73
21150 - Stock Clerk		21.44
21210 - Tools And Parts Attendant		24.95
21410 - Warehouse Specialist		24.95
23000 - Mechanics And Maintenance And Repair Occupations		
23010 - Aerospace Structural Welder		32.99
23019 - Aircraft Logs and Records Technician		25.80
23021 - Aircraft Mechanic I		31.20
23022 - Aircraft Mechanic II		32.99
23023 - Aircraft Mechanic III		34.81

23040 - Aircraft Mechanic Helper	22.20
23050 - Aircraft, Painter	29.41
23060 - Aircraft Servicer	25.80
23070 - Aircraft Survival Flight Equipment Technician	29.41
23080 - Aircraft Worker	27.61
23091 - Aircrew Life Support Equipment (ALSE) Mechanic I	27.61
23092 - Aircrew Life Support Equipment (ALSE) Mechanic II	31.20
23110 - Appliance Mechanic	31.89
23120 - Bicycle Repairer	26.03
23125 - Cable Splicer	42.87
23130 - Carpenter, Maintenance	36.18
23140 - Carpet Layer	29.95
23160 - Electrician, Maintenance	38.65
23181 - Electronics Technician Maintenance I	29.95
23182 - Electronics Technician Maintenance II	33.62
23183 - Electronics Technician Maintenance III	35.69
23260 - Fabric Worker	27.98
23290 - Fire Alarm System Mechanic	33.85
23310 - Fire Extinguisher Repairer	26.02
23311 - Fuel Distribution System Mechanic	33.85
23312 - Fuel Distribution System Operator	26.02
23370 - General Maintenance Worker	22.40
23380 - Ground Support Equipment Mechanic	31.20
23381 - Ground Support Equipment Servicer	25.80
23382 - Ground Support Equipment Worker	27.61
23391 - Gunsmith I	26.02
23392 - Gunsmith II	29.95
23393 - Gunsmith III	33.85
23410 - Heating, Ventilation And Air-Conditioning Mechanic	27.97
23411 - Heating, Ventilation And Air Contidioning Mechanic (Research Facility)	29.57
23430 - Heavy Equipment Mechanic	33.14
23440 - Heavy Equipment Operator	33.10
23460 - Instrument Mechanic	33.85
23465 - Laboratory/Shelter Mechanic	31.89
23470 - Laborer	17.68
23510 - Locksmith	31.89
23530 - Machinery Maintenance Mechanic	30.18
23550 - Machinist, Maintenance	33.68
23580 - Maintenance Trades Helper	19.42
23591 - Metrology Technician I	33.85
23592 - Metrology Technician II	35.79
23593 - Metrology Technician III	37.77
23640 - Millwright	33.85
23710 - Office Appliance Repairer	25.56
23760 - Painter, Maintenance	29.09
23790 - Pipefitter, Maintenance	37.95
23810 - Plumber, Maintenance	35.75
23820 - Pneudraulic Systems Mechanic	33.85
23850 - Rigger	33.85
23870 - Scale Mechanic	29.95
23890 - Sheet-Metal Worker, Maintenance	35.61
23910 - Small Engine Mechanic	29.95
23931 - Telecommunications Mechanic I	33.43
23932 - Telecommunications Mechanic II	35.35

23950 - Telephone Lineman	35.61
23960 - Welder, Combination, Maintenance	28.52
23965 - Well Driller	32.74
23970 - Woodcraft Worker	33.85
23980 - Woodworker	26.02
24000 - Personal Needs Occupations	
24550 - Case Manager	16.88
24570 - Child Care Attendant	13.27
24580 - Child Care Center Clerk	16.55
24610 - Chore Aide	16.96
24620 - Family Readiness And Support Services Coordinator	16.88
24630 - Homemaker	18.94
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	33.85
25040 - Sewage Plant Operator	28.70
25070 - Stationary Engineer	33.85
25190 - Ventilation Equipment Tender	24.07
25210 - Water Treatment Plant Operator	28.70
27000 - Protective Service Occupations	
27004 - Alarm Monitor	24.62
27007 - Baggage Inspector	18.08
27008 - Corrections Officer	28.58
27010 - Court Security Officer	26.28
27030 - Detection Dog Handler	20.23
27040 - Detention Officer	28.58
27070 - Firefighter	22.46
27101 - Guard I	18.08
27102 - Guard II	20.23
27131 - Police Officer I	32.47
27132 - Police Officer II	36.08
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	16.47
28042 - Carnival Equipment Repairer	17.81
28043 - Carnival Worker	13.19
28210 - Gate Attendant/Gate Tender	18.16
28310 - Lifeguard	15.89
28350 - Park Attendant (Aide)	20.32
28510 - Recreation Aide/Health Facility Attendant	14.83
28515 - Recreation Specialist	27.28
28630 - Sports Official	16.18
28690 - Swimming Pool Operator	26.50
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	29.95
29020 - Hatch Tender	29.95
29030 - Line Handler	29.95
29041 - Stevedore I	27.98
29042 - Stevedore II	31.89
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	42.32
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	29.19
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	32.14
30021 - Archeological Technician I	23.41
30022 - Archeological Technician II	27.28
30023 - Archeological Technician III	29.46
30030 - Cartographic Technician	31.78
30040 - Civil Engineering Technician	35.56
30051 - Cryogenic Technician I	28.84

30052 - Cryogenic Technician II	31.85
30061 - Drafter/CAD Operator I	23.41
30062 - Drafter/CAD Operator II	27.28
30063 - Drafter/CAD Operator III	29.19
30064 - Drafter/CAD Operator IV	34.79
30081 - Engineering Technician I	22.72
30082 - Engineering Technician II	26.56
30083 - Engineering Technician III	29.74
30084 - Engineering Technician IV	33.02
30085 - Engineering Technician V	38.08
30086 - Engineering Technician VI	45.77
30090 - Environmental Technician	24.34
30095 - Evidence Control Specialist	26.05
30210 - Laboratory Technician	26.61
30221 - Latent Fingerprint Technician I	28.84
30222 - Latent Fingerprint Technician II	31.85
30240 - Mathematical Technician	32.95
30361 - Paralegal/Legal Assistant I	21.93
30362 - Paralegal/Legal Assistant II	27.15
30363 - Paralegal/Legal Assistant III	33.22
30364 - Paralegal/Legal Assistant IV	40.20
30375 - Petroleum Supply Specialist	31.85
30390 - Photo-Optics Technician	32.95
30395 - Radiation Control Technician	31.85
30461 - Technical Writer I	22.24
30462 - Technical Writer II	27.19
30463 - Technical Writer III	37.38
30491 - Unexploded Ordnance (UXO) Technician I	26.90
30492 - Unexploded Ordnance (UXO) Technician II	32.55
30493 - Unexploded Ordnance (UXO) Technician III	39.01
30494 - Unexploded (UXO) Safety Escort	26.90
30495 - Unexploded (UXO) Sweep Personnel	26.90
30501 - Weather Forecaster I	34.79
30502 - Weather Forecaster II	42.32
30620 - Weather Observer, Combined Upper Air Or	(see 2) 29.19
Surface Programs	
30621 - Weather Observer, Senior	(see 2) 32.42
31000 - Transportation/Mobile Equipment Operation Occupations	
31010 - Airplane Pilot	32.55
31020 - Bus Aide	16.92
31030 - Bus Driver	25.43
31043 - Driver Courier	17.79
31260 - Parking and Lot Attendant	14.90
31290 - Shuttle Bus Driver	17.96
31310 - Taxi Driver	19.04
31361 - Truckdriver, Light	17.96
31362 - Truckdriver, Medium	19.85
31363 - Truckdriver, Heavy	24.50
31364 - Truckdriver, Tractor-Trailer	24.50
99000 - Miscellaneous Occupations	
99020 - Cabin Safety Specialist	15.71
99030 - Cashier	13.79
99050 - Desk Clerk	14.09
99095 - Embalmer	26.90
99130 - Flight Follower	26.90
99251 - Laboratory Animal Caretaker I	16.42
99252 - Laboratory Animal Caretaker II	25.20
99260 - Marketing Analyst	29.47

99310 - Mortician	26.90
99410 - Pest Controller	27.09
99510 - Photofinishing Worker	14.14
99710 - Recycling Laborer	25.38
99711 - Recycling Specialist	30.29
99730 - Refuse Collector	22.92
99810 - Sales Clerk	13.82
99820 - School Crossing Guard	17.64
99830 - Survey Party Chief	26.44
99831 - Surveying Aide	17.60
99832 - Surveying Technician	24.04
99840 - Vending Machine Attendant	22.64
99841 - Vending Machine Repairer	26.50
99842 - Vending Machine Repairer Helper	22.64

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

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

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

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

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

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

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

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

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

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

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

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

**** HAZARDOUS PAY DIFFERENTIAL ****

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

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

**** UNIFORM ALLOWANCE ****

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

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

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

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

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

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination (See 29 CFR 4.6(b)(2)(i)). Such conforming procedures shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees (See 29 CFR 4.6(b)(2)(ii)). The Wage and Hour Division shall make a final determination of conformed classification, wage rate, and/or fringe benefits which

shall be paid to all employees performing in the classification from the first day of work on which contract work is performed by them in the classification. Failure to pay such unlisted employees the compensation agreed upon by the interested parties and/or fully determined by the Wage and Hour Division retroactive to the date such class of employees commenced contract work shall be a violation of the Act and this contract. (See 29 CFR 4.6(b)(2)(v)). When multiple wage determinations are included in a contract, a separate SF-1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

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

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

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

SECTION E - SOLICITATION PROVISIONS

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

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer 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>
52.204-16	COMMERCIAL AND GOVERNMENT ENTITY CODE REPORTING	JUL 2016
52.204-17	OWNERSHIP OR CONTROL OF OFFEROR	JUL 2016
52.204-20	PREDECESSOR OF OFFEROR	JUL 2016

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

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

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

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

(6) Price and any discount terms;

(7) "Remit to" address, if different than mailing address;

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

(9) Acknowledgment of Solicitation Amendments;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- (1) The agency's evaluation of the significant weak or deficient factors in the debriefed offeror's offer.
- (2) The overall evaluated cost or price and technical rating of the successful and the debriefed offeror and past performance information on the debriefed offeror.
- (3) The overall ranking of all offerors, when any ranking was developed by the agency during source selection.
- (4) A summary of the rationale for award;
- (5) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.
- (6) Reasonable responses to relevant questions posed by the debriefed offeror as to whether source-selection procedures set forth in the solicitation, applicable regulations, and other applicable authorities were followed by the agency.

(End of Provision)

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

1. Questions: Questions to this RFQ shall be submitted via electronic mail to the Contract Officer (laura.davis5@va.gov). Questions shall be accepted no later than 48 hours prior to the solicitation close date and time. The Government is not obligated to respond to any questions received after that date and time. All questions received within the designated timeframe that the Government considers relevant, will be answered. Telephonic inquiries will not be responded to.

2. Quote Preparation Instructions:

Specific Instructions: Submit signed and dated quotations to Contracting Officer Laura Davis via email to Laura.davis5@va.gov. All quotes shall be legible and prepared in the following general format to be properly evaluated. Quotes shall be complete, self-sufficient, and respond directly to the requirements of this solicitation.

3. Format.

**** SUBMITTAL OF PARTS I THROUGH III BELOW IS REQUIRED TO BE CONSIDERED FOR AWARD.**

Part I: Executed Request for Quotations

Part II: Price

Part III: Technical Capability

3.1 Part I - Executed Request for Quotations: requires the offeror to complete blocks 17a (block 17a must include a Dun and Bradstreet number), 17b, 30a, 30b, and 30c, on the SF 1449 as applicable. Complete all necessary fill-ins and certifications concerning – Offeror Representations and Certifications at FAR Clause 52.212-3 and acknowledgement of amendments issued.

3.2 Part II - Price: Insert proposed unit and extended prices for all Item Numbers. The total evaluated price will be determined by the combined total of all Item Numbers and options years. All prices shall be represented in two decimal positions only. Example: \$0.27, not \$0.27458.

3.3. Part III - Technical Capability: Offerors shall provide the following information/documentation in order to demonstrate their Technical Capability to perform the tasks required in the Statement of Work:

- a) Provide evidence demonstrating capability of meeting all performance requirements of the Statement of Work, to include process used for document shredding and destruction. Provide size and type of containers offered to meet the requirements of the statement of work.
- b) Provide supporting documentation to demonstrate that documentation and control of resources shall be met.

Technical Capability shall be provided and labelled as “Exhibit A – Technical Capability.”

All Offerors MUST be a verified Service Disabled Veteran Owned Small Business (SDVOSB) vendor. To be considered a SDVOSB, the company must be listed as verified in the vendor information pages in the VIP database, <https://vip.vetbiz.gov>.

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

(a) Contract award will be made to the lowest priced technically acceptable offeror.

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

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

(End of Provision)

E.5 ADDENDUM to FAR 52.212-2, EVALUATION - COMMERCIAL ITEMS

1. Basis for Award: Award will be made to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the Government, price and other factors considered. The following factors shall be used to evaluate offers.

2. Price Evaluation:

- 2.1. Price: Price will be evaluated using Price Analysis Techniques included in FAR 13.106-3(a), and the following criteria:
- 2.2. Total Price: The total evaluated price will be determined by the combined total of all Contract Line Item Numbers (CLINs) including Options Years.
- 2.3. Reasonableness: A price is reasonable if, in its nature or amount, it does not exceed what would be incurred by an ordinarily prudent person in the conduct of normal competitive business.
- 2.4. Balance of Offer: The offer is balanced if the price is properly distributed throughout the life of the task order.

2.5. Except when it is determined in accordance with FAR 17.206(b) not to be in the Government's best interests, the Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. This includes options under FAR 52.217-8, Option to Extend Services, which applies to this solicitation. Evaluation of options under FAR 52.217-8 will be accomplished by using the prices offered for the last option period to determine the price for a 6-month option period, which will be added to the base and other option years to arrive at the total price. Evaluation of options will not obligate the Government to exercise the option(s).

3. Acceptability Standards:

Factor 1: Offeror demonstrates its capability to perform the requirements as described in the statement of work.

Factor 2: Offeror demonstrates how it can provide the necessary document shredding services in a timely and cost-effective manner.

4. Past Performance Information:

Past Performance will be evaluated as part of the government's responsibility determination.

(End of Addendum to 52.212-2)

E.6 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.7 VAAR 852.273-70 LATE OFFERS (JAN 2003)

This provision replaces paragraph (f) of FAR provision 52.212-1. Offers or modifications of offers received after the time set forth in a request for quotations or request for proposals may be considered, at the discretion of the contracting officer, if determined to be in the best interest of the Government. Late bids submitted in response to an invitation for bid (IFB) will not be considered.

(End of Provision)

E.8 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)