

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

1. REQUISITION NO.
674-19-1-5066-0004

PAGE 1 OF 115

2. CONTRACT NO. 3. AWARD/EFFECTIVE DATE 4. ORDER NO. 5. SOLICITATION NUMBER 6. SOLICITATION ISSUE DATE

36C25719R0021 09-10-2019

7. FOR SOLICITATION INFORMATION CALL: a. NAME Ross Futch b. TELEPHONE NO. (No Collect Calls) 210-694-6319 8. OFFER DUE DATE/LOCAL TIME 09-23-2019 5:00 PM CST

9. ISSUED BY CODE Department of Veterans Affairs
VISN17 Network Contracting Activity
7400 Merton Minter Blvd. (10N17/90C)
San Antonio TX 78229

10. THIS ACQUISITION IS UNRESTRICTED OR SET ASIDE: 100 % FOR:
 SMALL BUSINESS WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM NAICS: 811310
 HUBZONE SMALL BUSINESS EDWOSB
 SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS 8(A) SIZE STANDARD: \$7.5 Million

11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED SEE SCHEDULE 12. DISCOUNT TERMS 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) 13b. RATING N/A 14. METHOD OF SOLICITATION RFQ IFB RFP

15. DELIVER TO CODE Department of Veterans Affairs
Central Texas Veterans Healthcare System
1901 Veterans Memorial Drive
Temple TX 76504

16. ADMINISTERED BY CODE Department of Veterans Affairs
VISN17 Network Contracting Activity
7400 Merton Minter Blvd. (10N17/90C)
San Antonio TX 78229

17a. CONTRACTOR/OFFEROR CODE FACILITY CODE 18a. PAYMENT WILL BE MADE BY CODE

TELEPHONE NO. DUNS: DUNS+4:

This is accomplished through the Tungsten Network located at:
<http://www.fsc.va.gov/einvoice.asp>
This is mandatory and the sole method for submitting invoices.
PHONE: (877) 353-9791 FAX: (512) 460-5540

17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER SEE ADDENDUM 18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES See CONTINUATION Page	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	<p>** Site Visit Schedule</p> <p>8:00 AM CST on Tuesday 17 September 2019 at Temple Facility Meet at Building 58 Olin E. Teague VA Medical Center 1901 Veterans Memorial Drive Temple, TX 76504-7451</p> <p>1:00 PM CST on Tuesday 17 September 2019 at Waco Facility Meet at Building 225 Doris Miller VA Medical Center 4800 Memorial Drive Waco, TX 76711-1329</p> <p>POC for Site Visit: Timothy Pittman Tel: 254-493-4414 Email: timothy.pittman2@va.gov</p> <p>(Use Reverse and/or Attach Additional Sheets as Necessary)</p>				

25. ACCOUNTING AND APPROPRIATION DATA See CONTINUATION Page 26. TOTAL AWARD AMOUNT (For Govt. Use Only)

27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA ARE ARE NOT ATTACHED.
 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA ARE ARE NOT ATTACHED

28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN _____ 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) 30c. DATE SIGNED 31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) 31c. DATE SIGNED

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SECTION B - CONTINUATION OF SF 1449 BLOCKS

B.1 CONTRACT ADMINISTRATION DATA

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

a. CONTRACTOR:

b. GOVERNMENT: Contracting Officer 36C257

Department of Veterans Affairs

VISN17 Network Contracting Activity

7400 Merton Minter Blvd. (10N17/90C)

San Antonio TX 78229

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

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.

This is accomplished through the

Tungsten Network located at:

<http://www.fsc.va.gov/einvoice.asp>

This is mandatory and the sole method

for submitting invoices.

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

AMENDMENT NO	DATE

**STATEMENT OF WORK
BOILER MAINTENANCE SERVICES
Central Texas Veterans Health Care System**

1. GENERAL

1.1 General: This is a non-personal services order to provide quarterly maintenance, emergency response of Boilers 2, 3, and 4 (Building 171) at the Temple VA Medical Center, 1901 South 1st Street, Temple, TX 76504 and Boilers 1, 2, 3 and the steam generator at the Waco VA Medical Center, 4800 Memorial Drive, Waco, TX 76711. The Government shall not exercise any supervision or control over the service providers providing the services described herein.

1.2 Description of Services/Scope of Work: Contractor will provide all necessary labor, transportation, equipment, personal protective equipment, facilities, supervision, other items and non-personal services required to provide the boiler preventive maintenance as described in this Statement of Work to the Central Texas Veterans Health Care System (CTVHCS); Temple and Waco, Texas. Contractor will provide all necessary parts, labor, transportation, equipment, personal protective equipment, facilities, supervision, other items and non-personal services required to provide the service for emergency calls/service as described in this Statement of Work to the Central Texas Veterans Health Care System (CTVHCS); Temple and Waco, Texas. Services may be required seven (7) days per week/ 24hours.

1.3 Physical Security: The Contractor shall be responsible for safeguarding all government equipment, information and property provided to Contractor personnel while performing the services described herein.

1.4 Period of Performance: The period of performance shall be a base plus four option years.

1.5 Type of Contract: The government will award a firm fixed-priced contract.

1.6 Contracting Officer Representative (COR): The COR will be identified by a separate letter. The COR monitors all technical aspects of the contract and assists in contract administration. A letter of designation issued to the COR, a copy of which will be provided to the Contractor, states the responsibilities and limitations of the COR, especially with regard to changes in cost or price, estimates or changes in delivery dates. The COR is not authorized to change any of the terms and conditions of the resulting order.

1.7 Contract Administration: The Contracting Officer is the only person authorized to approve changes or modify any of the requirements under this contract. The Contractor shall communicate with the Contracting Officer on all matters pertaining to contract administration. Only the Contracting Officer is authorized to make commitments or issue

changes that will affect price, quantity or quality of performance of this contract. In the event the Contractor effects any such change at the direction of any person other than the Contracting Officer, the change shall be considered to have been made without authority and no adjustment will be made in the contract price to cover any increase in costs incurred as a result thereof. All changes to the contract will be issued via an amendment and/or modifications in writing from the Contracting Officer to the Contractor.

1.8 Invoices: Invoices are to be submitted electronically; either monthly or quarterly, in arrears of the start of the services that were performed. Electronic invoices can be submitted at no additional cost at the VA Vendor Information System (VIS) website <https://www.vis.fsc.va.gov/login.aspx?ReturnUrl=%2fDefault.aspx> , or at <http://www.tungsten-network.com/us/en/veterans-affairs/>. The COR is responsible for acceptance of services and/or the processing of receiving reports for the services provided to the government. Invoices must state information ie; Contract Line Item (CLIN), Boiler #, EGA #, Location, Make and serial number.

1.9 Work Stoppage/Delays: The Contracting Officer shall be notified at the earliest time available, but no later than the next business day, via phone of the Contractor's knowledge of any conditions which may adversely affect the Contractor's ability to perform under the terms and conditions as stated in the specifications of this requirement. For example, union strikes, vehicle problems, licenses, or anything that might jeopardize the terms and conditions of this contract should be reported to the Contracting Officer.

2. TASK SPECIFICATIONS

2.1 Description of Work: Contractor shall provide qualified preventive maintenance inspectors with 5 years' experience, labor technicians, equipment, tools, materials, parts, supplies, transportation, supervision, any other items, and non-personal services deemed necessary to perform annual and quarterly preventative maintenance inspections and services on Boilers 2, 3, and 4 (Building 171) at the Temple VA Medical Center, Temple TX, and boilers 1, 2, 3 and Heat Recovery Steam Generator at the Waco VA Medical Center, Waco TX. In accordance with BEI testing procedures, upon completion of quarterly testing, The BEI paperwork will be supplied to the COR. For emergency calls/service the contractor will furnish all Factory repair parts and service not to exceed \$35,000 cumulative for both plants. The Contractor shall be familiar with all terms, conditions, and requirements herein contained with warranty items and conditions.

Service Locations:

**Olin E. Teague VA Medical Center
1901 Veterans Memorial Drive
Temple, TX 76504-7451**

**Doris Miller VA Medical Center
4800 Memorial Drive
Waco, TX 76711-1329**

2.2 Service Requirements: The Contractor shall be responsible for supplying the personnel for the installation of parts, transportation to the job site locations, materials, tools, and labor to provide

emergency service on three (3) Superior firetube boilers, using Fire eye burner management control system and (1) steam generator at the Waco facility and three (2) Nebraska Model NS-D-55 D-type water tube and (1) cleaver brooks water tube boiler, using Autoflame burner management control system at the Temple facility. Contractor will install all control parts for both boiler plants.

2.2.1 The Contractor shall have in good standing a Certificate of Authorization and “R” symbol stamp from the National Board of Boiler and Pressure Vessel Inspectors for the repair and/or alteration of boilers, pressure vessels, and other pressure-retaining items.

2.3 General Services Information:

2.3.1 VA Hours of operation: Regular hours: Monday - Friday, 8:00 a.m. To 4:30 p.m.
After Hours: Times may vary and must be scheduled with Contracting Officer Representative (COR).

2.3.2 Contractor shall provide repair service calls for emergency corrective maintenance 24 hours a day, 7 days per week.

2.3.3 For non-scheduled services, corrective maintenance will be initiated by the CTVHCS by telephone to the Contractor’s service center, which must be acknowledged within 4 hours. A fully qualified service technician with 5 years’ boiler service experience must be on site within 14 hours of acknowledgment of the service call. A fully qualified technician means that the service tech can show evidence of the successful completion of an acceptable training program on the equipment in question.

2.3.3.1 Equipment shall be restored to full service within 48 hours of arriving on the job site, barring extenuating circumstances. Full service means that defective parts have been replaced with parts that meet or exceed manufacturer's original specifications, meets government’s expectations and that the equipment meets or exceeds the manufacturer's original performance specifications.

2.4 Annual Tube Cleaning Requirements:

Annual air operated turbine style tube cleaning on (2) Nebraska Model NS-D-55 D-type water tube boilers, identified as Boiler 2- SN 2D.1630 & Boiler 3- SN 2D.1631 at the Temple location and tube brushed cleanings on (3) Superior firetube boilers identified as Boiler 1- SN 17526, Boiler 2- SN 17524 & Boiler 3- SN 17527 at the Waco location on a rotating basis, so that tubes are cleaned on each boiler annually.

2.5 Control system.

The vendor will be required to be fully capable in the operations of the following boiler control systems. Auto-flame mk8, fire eye controls system, Nexus etc.

3. PREVENTATIVE MAINTENANCE:

3.1 ANNUAL PREVENTATIVE MAINTENANCE (1 Time)

*All calibrations must be documented in a fashion acceptable to the VA. All used parts are to be turned over the CTVHCS for disposition evaluation.

3.1.1 Calibrate oxygen analyzer.

- a. Test/Adjust Low Oxygen Level Alarm.

3.1.2 Perform combustion analysis of boilers under gas and fuel oil operation. Calibrate fuel to air mixture.

3.1.2 Calibrate steam, oil, gas, and feed water pressure gauges.

3.1.3 Calibrate Autoflame controls.

3.1.4 Adjust ignition electrode gap.

3.1.5 Conduct a vibration analysis of blower motors at both facilities Waco and Temple.

3.1.6 Contractor shall calibrate the Autoflame EGA at the Temple facility only.

3.1.7 Contractor shall replace all Autoflame EGA sensors including filter cartridges and sample tubing.

3.1.8 Conduct Auto-flame mk8 software update as needed.

3.2 QUARTERLY PREVENTATIVE MAINTENANCE: (4 Times)

*All testing is to be accomplished in accordance with the VHA Boiler Plant Safety Testing Manual, fourth edition. All testing must be documented in a fashion acceptable to the VA. All used parts are to be turned over the CTVHCS for disposition evaluation.

3.2.1 Test/adjust the Pre and Post Purge Timers.

3.2.2 Test/adjust Igniter Timer and Main Flame Ignition Timing.

3.2.3 Test/reset as necessary:

- a. High Pressure Cutout Switch:
- b. Low Fire Hold Switch
- c. Operating Pressure Switch

3.2.4 Test and adjust as necessary:

- a. Low Pilot Gas Pressure Switch
- b. Low Gas Pressure Cutout Switch
- c. Low Oil Pressure Cutout Switch
- d. High Gas Pressure Cutout Switch
- e. High Oil Pressure Cutout Switch
- f. Fuel Cutoff Valve Proof of Closure Switches on oil and gas valves.

3.2.5 Leak test Gas Train Vent Valve.

3.2.6 Leak test Automatic Gas Shutoff Valves,

3.2.7 Perform combustion analysis in all fuel modes, gas & oil, with and without VFD.

3.2.8 Calibrate water levels, re-commission Autoflame water level probes.

3.2.9 Calibrate steam, feed water and gas flow transmitters; reset totalized values if desired by customer.

3.2.10 Inspect fuel-burning equipment.

3.2.11 Calibrate all related sensors with in the boiler proper.

3.2.12 Calibrate operating controls.

3.2.13 Calibrate safety controls.

3.2.14 Test and adjust low oxygen alarms.

3.2.15. Quarterly remove and calibrate one EGA @ Temple and reinstall.

EGA calibration and Maintenance at a minimum must have new CO, O₂ and retaining bands replaced as well as calibration and cleaning of circuit boards and other components. There is a total of four (4) EGA devices, one being accomplished each quarter.

4. DELIVERABLES

- Contractor shall furnish the CTVHCS with detailed service reports, boiler inspection reports and combustion test sheet on two water tube boilers on each Quarterly PM.
- Contractor shall furnish the CTVHCS with Certificate of Calibration of Combustion Analyzers for Testing.
- Contractor shall furnish the CTVHCS with Quarterly YHA Boiler Plant Testing Worksheets for the Waco & Temple facilities.

5. GOVERNMENT FURNISHED EQUIPMENT AND SERVICES

- The government will furnish all of the materials, parts and supplies for the boiler systems described in this Statement of Work.
- The Contractor may use the available utilities (electricity, water) at the site locations that are determined necessary for the performance of services described herein. **The Contractor will not have access to the VA information system or have access to government computers to access online information while in the performance of the services described in the Statement of Work.**

B.2 PRICE/COST SCHEDULE

ITEM INFORMATION

ITEM NUMBER	DESCRIPTION OF SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	Quality Preventive Maintenance Boiler 1 -SN 17526 Building 225 Waco VA Location Contract Period: Base POP Begin: 09-27-2019 POP End: 09-26-2020	4.00	JB		
0002	Quality Preventive Maintenance Boiler 2 -SN 17524 Building 225 Waco VA Location Contract Period: Base POP Begin: 09-27-2019 POP End: 09-26-2020	4.00	JB		
0003	Quarterly Preventive Maintenance Boiler 3 -SN 17527 Building 225 Waco VA Location Contract Period: Base POP Begin: 09-27-2019	4.00	JB		

POP End: 09-26-2020					
0004	Annual Preventative Maintenance Boiler 1 -SN 17526 Building 225 Waco VA Location Contract Period: Base POP Begin: 09-27-2019 POP End: 09-26-2020	1.00	JB	_____	_____
0005	Annual Preventative Maintenance Boiler 2 -SN 17524 Building 225 Waco VA Location Contract Period: Base POP Begin: 09-27-2019 POP End: 09-26-2020	1.00	JB	_____	_____
0006	Annual Preventive Maintenance Boiler 3 -SN 17527 Building 225 Waco VA Location Contract Period: Base POP Begin: 09-27-2019 POP End: 09-26-2020	1.00	JB	_____	_____
0007	Annual Tube Cleaning Boiler 1 -SN 17526 Building 225 Waco VA Location Contract Period: Base POP Begin: 09-27-2019 POP End: 09-26-2020	1.00	JB	_____	_____
0008	Annual Tube Cleaning Boiler 2 -SN 17524 Building 225 Waco VA Location Contract Period: Base POP Begin: 09-27-2019 POP End: 09-26-2020	1.00	JB	_____	_____
0009	Annual Tube Cleaning Boiler 3 -SN 17527 Building 225 Waco VA Location Contract Period: Base POP Begin: 09-27-2019 POP End: 09-26-2020	1.00	JB	_____	_____
0010	Quarterly Preventive maintenance Boiler 2 -SN 2D.1630 Building 58 Temple VA Location Contract Period: Base POP Begin: 09-27-2019 POP End: 09-26-2020	4.00	JB	_____	_____
0011		4.00	JB	_____	_____

	<p>Quarterly Preventive maintenance Boiler 3 -SN 2D.1631 Building 58 Temple VA Location Contract Period: Base POP Begin: 09-27-2019 POP End: 09-26-2020</p>				
0012	<p>Quarterly Preventive maintenance Cleaver-Brooks -SN 4G29951 Building 171 Temple VA Location</p>	4.00	JB	_____	_____
0013	<p>Annual Preventative Maintenance Boiler 2 -SN 2D.1630 Building 58 Temple VA Location</p> <p>Contract Period: Base POP Begin: 09-27-2019 POP End: 09-26-2020</p>	1.00	JB	_____	_____
0014	<p>Annual Preventative Maintenance Boiler 3 -SN 2D.1631 Building 58 Temple VA Location</p> <p>Contract Period: Base POP Begin: 09-27-2019 POP End: 09-26-2020</p>	1.00	JB	_____	_____
0015	<p>Annual Preventative Maintenance Cleaver-Brooks -SN 4G29951 Building 171 Temple VA Location</p> <p>Contract Period: Base POP Begin: 09-27-2019 POP End: 09-26-2020</p>	1.00	JB	_____	_____
0016	<p>Annual Tube Cleaning Boiler 2 -SN 2D.1630 Building 58 Temple VA Location</p> <p>Contract Period: Base POP Begin: 09-27-2019 POP End: 09-26-2020</p>	1.00	JB	_____	_____
0017	<p>Annual Tube Cleaning Boiler 3 -SN 2D.1631 Building 58 Temple VA Location</p> <p>Contract Period: Base POP Begin: 09-27-2019 POP End: 09-26-2020</p>	1.00	JB	_____	_____
0018	<p>Annual Tube Cleaning Cleaver-Brooks -SN 4G29951 Building 171 Temple VA Location</p> <p>Contract Period: Base POP Begin: 09-27-2019</p>	1.00	JB	_____	_____

POP End: 09-26-2020			
0019	1.00 JB	Annual Preventive Maintenance Exhaust Gas Analyzers (EGA) EGA -SN 357 Temple VA Location Contract Period: Base POP Begin: 09-27-2019 POP End: 09-26-2020	
0020	1.00 JB	Annual Preventive Maintenance Exhaust Gas Analyzers (EGA) EGA -SN 358 Temple VA Location Contract Period: Base POP Begin: 09-27-2019 POP End: 09-26-2020	
0021	1.00 JB	Annual Preventive Maintenance Exhaust Gas Analyzers (EGA) EGA -SN 359 Temple VA Location Contract Period: Base POP Begin: 09-27-2019 POP End: 09-26-2020	
0022	1.00 JB	Annual Preventive Maintenance Exhaust Gas Analyzers (EGA) EGA -SN 360 Temple VA Location Contract Period: Base POP Begin: 09-27-2019 POP End: 09-26-2020	
0023	1.00 LT	SPECIAL TASK ORDER FUNDS TO COVER SERVICE CALLS FOR REPAIRS THAT MAY ARISE OR BE DISCOVERED THAT IS NOT SPECIFICALLY COVERED IN THE STATEMENT OF WORK FOR BOTH THE TEMPLE AND WACO LOCATIONS. SERVICE CALL S WILL INCLUDE NORMAL WORKING HOURS AND AFTER HOURS SUPPORT FOR EMERGENCY REPAIRS 24 HOURS 7 DAYS A WEEK. ** VA ALLOCATION OF FUNDS FOR REPAIRS WILL BE DETERMINED BY THE VA ** Contract Period: Base POP Begin: 09-27-2019 POP End: 09-26-2020	
1001	4.00 JB	Quality Preventive Maintenance Boiler 1 -SN 17526 Building 225 Waco VA Location Contract Period: Option 1 POP Begin: 09-27-2020 POP End: 09-26-2021	
1002	4.00 JB	Quality Preventive Maintenance Boiler 2 -SN 17524 Building 225 Waco VA Location Contract Period: Option 1 POP Begin: 09-27-2020	

POP End: 09-26-2021					
1003	4.00 JB	Quarterly Preventive Maintenance Boiler 3 -SN 17527 Building 225 Waco VA LocatiON			
Contract Period: Option 1 POP Begin: 09-27-2020 POP End: 09-26-2021					
1004	1.00 JB	Annual Preventative Maintenance Boiler 1 -SN 17526 Building 225 Waco VA Location			
Contract Period: Option 1 POP Begin: 09-27-2020 POP End: 09-26-2021					
1005	1.00 JB	Annual Preventative Maintenance Boiler 2 -SN 17524 Building 225 Waco VA Location			
Contract Period: Option 1 POP Begin: 09-27-2020 POP End: 09-26-2021					
1006	1.00 JB	Annual Preventive Maintenance Boiler 3 -SN 17527 Building 225 Waco VA Location			
Contract Period: Option 1 POP Begin: 09-27-2020 POP End: 09-26-2021					
1007	1.00 JB	Annual Tube Cleaning Boiler 1 -SN 17526 Building 225 Waco VA Location			
Contract Period: Option 1 POP Begin: 09-27-2020 POP End: 09-26-2021					
1008	1.00 JB	Annual Tube Cleaning Boiler 2 -SN 17524 Building 225 Waco VA Location			
Contract Period: Option 1 POP Begin: 09-27-2020 POP End: 09-26-2021					
1009	1.00 JB	Annual Tube Cleaning Boiler 3 -SN 17527 Building 225 Waco VA Location			
Contract Period: Option 1 POP Begin: 09-27-2020					

POP End: 09-26-2021					
1010	4.00 JB	Quarterly Preventive maintenance Boiler 2 -SN 2D.1630 Building 58 Temple VA Location	_____	_____	
Contract Period: Option 1 POP Begin: 09-27-2020 POP End: 09-26-2021					
1011	4.00 JB	Quarterly Preventive maintenance Boiler 3 -SN 2D.1631 Building 58 Temple VA Location	_____	_____	
Contract Period: Option 1 POP Begin: 09-27-2020 POP End: 09-26-2021					
1012	4.00 JB	Quarterly Preventive maintenance Cleaver-Brooks -SN 4G29951 Building 171 Temple VA Location	_____	_____	
Contract Period: Option 1 POP Begin: 09-27-2020 POP End: 09-26-2021					
1013	1.00 JB	Annual Preventative Maintenance Boiler 2 -SN 2D.1630 Building 58 Temple VA Location	_____	_____	
Contract Period: Option 1 POP Begin: 09-27-2020 POP End: 09-26-2021					
1014	1.00 JB	Annual Preventative Maintenance Boiler 3 -SN 2D.1631 Building 58 Temple VA Location	_____	_____	
Contract Period: Option 1 POP Begin: 09-27-2020 POP End: 09-26-2021					
1015	1.00 JB	Annual Preventative Maintenance Cleaver-Brooks -SN 4G29951 Building 171 Temple VA Location	_____	_____	
Contract Period: Option 1 POP Begin: 09-27-2020 POP End: 09-26-2021					
1016	1.00 JB	Annual Tube Cleaning Boiler 2 -SN 2D.1630 Building 58 Temple VA Location	_____	_____	
Contract Period: Option 1 POP Begin: 09-27-2020					

POP End: 09-26-2021					
1017	Annual Tube Cleaning Boiler 3 -SN 2D.1631 Building 58 Temple VA Location	1.00	JB	_____	_____
	Contract Period: Option 1 POP Begin: 09-27-2020 POP End: 09-26-2021				
1018	Annual Tube Cleaning Cleaver-Brooks -SN 4G29951 Building 171 Temple VA Location	1.00	JB	_____	_____
	Contract Period: Option 1 POP Begin: 09-27-2020 POP End: 09-26-2021				
1019	Annual Preventive Maintenance Exhaust Gas Analyzers (EGA) EGA -SN 357 Temple VA Location	1.00	JB	_____	_____
	Contract Period: Option 1 POP Begin: 09-27-2020 POP End: 09-26-2021				
1020	Annual Preventive Maintenance Exhaust Gas Analyzers (EGA) EGA -SN 358 Temple VA Location	1.00	JB	_____	_____
	Contract Period: Option 1 POP Begin: 09-27-2020 POP End: 09-26-2021				
1021	Annual Preventive Maintenance Exhaust Gas Analyzers (EGA) EGA -SN 359 Temple VA Location	1.00	JB	_____	_____
	Contract Period: Option 1 POP Begin: 09-27-2020 POP End: 09-26-2021				
1022	Annual Preventive Maintenance Exhaust Gas Analyzers (EGA) EGA -SN 360 Temple VA Location	1.00	JB	_____	_____
	Contract Period: Option 1 POP Begin: 09-27-2020 POP End: 09-26-2021				
1023	SPECIAL TASK ORDER FUNDS TO COVER SERVICE CALLS FOR REPAIRS THAT MAY ARISE OR BE DISCOVERED THAT IS NOT SPECIFICALLY COVERED IN THE STATEMENT OF WORK FOR BOTH THE TEMPLE AND WACO LOCATIONS. SERVICE CALL S WILL INCUDE NORMAL WORKING HOURS AND AFTER HOURS SUPPORT FOR EMERGENCY REPAIRS 24 HOURS 7 DAYS A WEEK. ** VA ALLOCATION OF FUNDS FOR REPAIRS WILL BE DETERMINED BY THE VA **	1.00	LT	_____	_____

	Contract Period: Option 1 POP Begin: 09-27-2020 POP End: 09-26-2021				
2001	Quality Preventive Maintenance Boiler 1 -SN 17526 Building 225 Waco VA Location Contract Period: Option 2 POP Begin: 09-27-2021 POP End: 09-26-2022	4.00	JB	_____	_____
2002	Quality Preventive Maintenance Boiler 2 -SN 17524 Building 225 Waco VA Location Contract Period: Option 2 POP Begin: 09-27-2021 POP End: 09-26-2022	4.00	JB	_____	_____
2003	Quality Preventive Maintenance Boiler 2 -SN 17524 Building 225 Waco VA Location Contract Period: Option 2 POP Begin: 09-27-2021 POP End: 09-26-2022	4.00	JB	_____	_____
2004	Annual Preventative Maintenance Boiler 1 -SN 17526 Building 225 Waco VA Location Contract Period: Option 2 POP Begin: 09-27-2021 POP End: 09-26-2022	1.00	JB	_____	_____
2005	Annual Preventative Maintenance Boiler 2 -SN 17524 Building 225 Waco VA Location Contract Period: Option 2 POP Begin: 09-27-2021 POP End: 09-26-2022	1.00	JB	_____	_____
2006	Annual Preventive Maintenance Boiler 3 -SN 17527 Building 225 Waco VA Location Contract Period: Option 2 POP Begin: 09-27-2021 POP End: 09-26-2022	1.00	JB	_____	_____
2007	Annual Tube Cleaning Boiler 1 -SN 17526 Building 225 Waco VA Location Contract Period: Option 2 POP Begin: 09-27-2021	1.00	JB	_____	_____

POP End: 09-26-2022					
2008	1.00	JB	_____	_____	
Annual Tube Cleaning Boiler 2 -SN 17524 Building 225 Waco VA Location Contract Period: Option 2 POP Begin: 09-27-2021 POP End: 09-26-2022					
2009	1.00	JB	_____	_____	
Annual Tube Cleaning Boiler 3 -SN 17527 Building 225 Waco VA Location Contract Period: Option 2 POP Begin: 09-27-2021 POP End: 09-26-2022					
2010	4.00	JB	_____	_____	
Quarterly Preventive maintenance Boiler 2 -SN 2D.1630 Building 58 Temple VA Location Contract Period: Option 2 POP Begin: 09-27-2021 POP End: 09-26-2022					
2011	4.00	JB	_____	_____	
Quarterly Preventive maintenance Boiler 3 -SN 2D.1631 Building 58 Temple VA Location Contract Period: Option 2 POP Begin: 09-27-2021 POP End: 09-26-2022					
2012	4.00	JB	_____	_____	
Quarterly Preventive maintenance Cleaver-Brooks -SN 4G29951 Building 171 Temple VA Location Contract Period: Option 2 POP Begin: 09-27-2021 POP End: 09-26-2022					
2013	1.00	JB	_____	_____	
Annual Preventative Maintenance Boiler 2 -SN 2D.1630 Building 58 Temple VA Location Contract Period: Option 2 POP Begin: 09-27-2021 POP End: 09-26-2022					
2014	1.00	JB	_____	_____	
Annual Preventative Maintenance Boiler 3 -SN 2D.1631 Building 58 Temple VA Location Contract Period: Option 2 POP Begin: 09-27-2021 POP End: 09-26-2022					

2015	1.00	JB	Annual Preventative Maintenance Cleaver-Brooks -SN 4G29951 Building 171 Temple VA Location Contract Period: Option 2 POP Begin: 09-27-2021 POP End: 09-26-2022	_____	_____
2016	1.00	JB	Annual Tube Cleaning Boiler 2 -SN 2D.1630 Building 58 Temple VA Location Contract Period: Option 2 POP Begin: 09-27-2021 POP End: 09-26-2022	_____	_____
2017	1.00	JB	Annual Tube Cleaning Boiler 3 -SN 2D.1631 Building 58 Temple VA Location Contract Period: Option 2 POP Begin: 09-27-2021 POP End: 09-26-2022	_____	_____
2018	1.00	JB	Annual Tube Cleaning Cleaver-Brooks -SN 4G29951 Building 171 Temple VA Location Contract Period: Option 2 POP Begin: 09-27-2021 POP End: 09-26-2022	_____	_____
2019	1.00	JB	Annual Preventive Maintenance Exhaust Gas Analyzers (EGA) EGA -SN 357 Temple VA Location Contract Period: Option 2 POP Begin: 09-27-2021 POP End: 09-26-2022	_____	_____
2020	1.00	JB	Annual Preventive Maintenance Exhaust Gas Analyzers (EGA) EGA -SN 358 Temple VA Location Contract Period: Option 2 POP Begin: 09-27-2021 POP End: 09-26-2022	_____	_____
2021	1.00	JB	Annual Preventive Maintenance Exhaust Gas Analyzers (EGA) EGA -SN 359 Temple VA Location Contract Period: Option 2 POP Begin: 09-27-2021 POP End: 09-26-2022	_____	_____
2022	1.00	JB		_____	_____

	Annual Preventive Maintenance Exhaust Gas Analyzers (EGA) EGA -SN 360 Temple VA Location Contract Period: Option 2 POP Begin: 09-27-2021 POP End: 09-26-2022			
2023		1.00	LT	
	SPECIAL TASK ORDER FUNDS TO COVER SERVICE CALLS FOR REPAIRS THAT MAY ARISE OR BE DISCOVERED THAT IS NOT SPECIFICALLY COVERED IN THE STATEMENT OF WORK FOR BOTH THE TEMPLE AND WACO LOCATIONS. SERVICE CALL S WILL INCUDE NORMAL WORKING HOURS AND AFTER HOURS SUPPORT FOR EMERGENCY REPAIRS 24 HOURS 7 DAYS A WEEK. ** VA ALLOCATION OF FUNDS FOR REPAIRS WILL BE DETERMINED BY THE VA ** Contract Period: Option 2 POP Begin: 09-27-2021 POP End: 09-26-2022			
3001	Quality Preventive Maintenance Boiler 1 -SN 17526 Building 225 Waco VA Location Contract Period: Option 3 POP Begin: 09-27-2022 POP End: 09-26-2023	4.00	JB	
3002	Quality Preventive Maintenance Boiler 2 -SN 17524 Building 225 Waco VA Location Contract Period: Option 3 POP Begin: 09-27-2022 POP End: 09-26-2023	4.00	JB	
3003	Quarterly Preventive Maintenance Boiler 3 -SN 17527 Building 225 Waco VA Location Contract Period: Option 3 POP Begin: 09-27-2022 POP End: 09-26-2023	4.00	JB	
3004	Annual Preventative Maintenance Boiler 1 -SN 17526 Building 225 Waco VA Location Contract Period: Option 3 POP Begin: 09-27-2022 POP End: 09-26-2023	1.00	JB	
3005	Annual Preventative Maintenance Boiler 2 -SN 17524 Building 225 Waco VA Location Contract Period: Option 3 POP Begin: 09-27-2022	1.00	JB	

POP End: 09-26-2023					
3006	Annual Preventive Maintenance Boiler 3 -SN 17527 Building 225 Waco VA Location Contract Period: Option 3 POP Begin: 09-27-2022 POP End: 09-26-2023	1.00	JB	_____	_____
3007	Annual Tube Cleaning Boiler 1 -SN 17526 Building 225 Waco VA Location Contract Period: Option 3 POP Begin: 09-27-2022 POP End: 09-26-2023	1.00	JB	_____	_____
3008	Annual Tube Cleaning Boiler 2 -SN 17524 Building 225 Waco VA Location Contract Period: Option 3 POP Begin: 09-27-2022 POP End: 09-26-2023	1.00	JB	_____	_____
3009	Annual Tube Cleaning Boiler 3 -SN 17527 Building 225 Waco VA Location Contract Period: Option 3 POP Begin: 09-27-2022 POP End: 09-26-2023	1.00	JB	_____	_____
3010	Quarterly Preventive maintenance Boiler 2 -SN 2D.1630 Building 58 Temple VA Location Contract Period: Option 3 POP Begin: 09-27-2022 POP End: 09-26-2023	4.00	JB	_____	_____
3011	Quarterly Preventive maintenance Boiler 3 -SN 2D.1631 Building 58 Temple VA Location Contract Period: Option 3 POP Begin: 09-27-2022 POP End: 09-26-2023	4.00	JB	_____	_____
3012	Quarterly Preventive maintenance Cleaver-Brooks -SN 4G29951 Building 171 Temple VA Location Contract Period: Option 3 POP Begin: 09-27-2022 POP End: 09-26-2023	4.00	JB	_____	_____

3013	Annual Preventative Maintenance Boiler 2 -SN 2D.1630 Building 58 Temple VA Location Contract Period: Option 3 POP Begin: 09-27-2022 POP End: 09-26-2023	1.00	JB	_____	_____
3014	Annual Preventative Maintenance Boiler 3 -SN 2D.1631 Building 58 Temple VA Location Contract Period: Option 3 POP Begin: 09-27-2022 POP End: 09-26-2023	1.00	JB	_____	_____
3015	Annual Preventative Maintenance Cleaver-Brooks -SN 4G29951 Building 171 Temple VA Location Contract Period: Option 3 POP Begin: 09-27-2022 POP End: 09-26-2023	1.00	JB	_____	_____
3016	Annual Tube Cleaning Boiler 2 -SN 2D.1630 Building 58 Temple VA Location Contract Period: Option 3 POP Begin: 09-27-2022 POP End: 09-26-2023	1.00	JB	_____	_____
3017	Annual Tube Cleaning Boiler 3 -SN 2D.1631 Building 58 Temple VA Location Contract Period: Option 3 POP Begin: 09-27-2022 POP End: 09-26-2023	1.00	JB	_____	_____
3018	Annual Tube Cleaning Cleaver-Brooks -SN 4G29951 Building 171 Temple VA Location Contract Period: Option 3 POP Begin: 09-27-2022 POP End: 09-26-2023	1.00	JB	_____	_____
3019	Annual Preventive Maintenance Exhaust Gas Analyzers (EGA) EGA -SN 357	1.00	JB	_____	_____
3020	Annual Preventive Maintenance Exhaust Gas Analyzers (EGA) EGA -SN 358 Contract Period: Option 3 POP Begin: 09-27-2022	1.00	JB	_____	_____

POP End: 09-26-2023			
3021	1.00 JB	Annual Preventive Maintenance Exhaust Gas Analyzers (EGA) EGA -SN 359	
Contract Period: Option 3 POP Begin: 09-27-2022 POP End: 09-26-2023			
3022	1.00 JB	Annual Preventive Maintenance Exhaust Gas Analyzers (EGA) EGA -SN 360	
Contract Period: Option 3 POP Begin: 09-27-2022 POP End: 09-26-2023			
3023	1.00 LT	SPECIAL TASK ORDER FUNDS TO COVER SERVICE CALLS FOR REPAIRS THAT MAY ARISE OR BE DISCOVERED THAT IS NOT SPECIFICALLY COVERED IN THE STATEMENT OF WORK FOR BOTH THE TEMPLE AND WACO LOCATIONS. SERVICE CALLS WILL INCLUDE NORMAL WORKING HOURS AND AFTER HOURS SUPPORT FOR EMERGENCY REPAIRS 24 HOURS 7 DAYS A WEEK. ** VA ALLOCATION OF FUNDS FOR REPAIRS WILL BE DETERMINED BY THE VA **	
Contract Period: Option 3 POP Begin: 09-27-2022 POP End: 09-26-2023			
4001	4.00 JB	Quality Preventive Maintenance Boiler 1 -SN 17526 Building 225 Waco VA Location	
Contract Period: Option 4 POP Begin: 09-27-2023 POP End: 09-26-2024			
4002	4.00 JB	Quality Preventive Maintenance Boiler 2 -SN 17524 Building 225 Waco VA Location	
Contract Period: Option 4 POP Begin: 09-27-2023 POP End: 09-26-2024			
4003	4.00 JB	Quarterly Preventive Maintenance Boiler 3 -SN 17527 Building 225 Waco VA Location	
Contract Period: Option 4 POP Begin: 09-27-2023 POP End: 09-26-2024			
4004	1.00 JB	Annual Preventative Maintenance Boiler 1 -SN 17526 Building 225 Waco VA Location	
Contract Period: Option 4 POP Begin: 09-27-2023			

POP End: 09-26-2024					
4005	Annual Preventative Maintenance Boiler 2 -SN 17524 Building 225 Waco VA Location Contract Period: Option 4 POP Begin: 09-27-2023 POP End: 09-26-2024	1.00	JB	_____	_____
4006	Annual Preventive Maintenance Boiler 3 -SN 17527 Building 225 Waco VA Location Contract Period: Option 4 POP Begin: 09-27-2023 POP End: 09-26-2024	1.00	JB	_____	_____
4007	Annual Tube Cleaning Boiler 1 -SN 17526 Building 225 Waco VA Location Contract Period: Option 4 POP Begin: 09-27-2023 POP End: 09-26-2024	1.00	JB	_____	_____
4008	Annual Tube Cleaning Boiler 2 -SN 17524 Building 225 Waco VA Location Contract Period: Option 4 POP Begin: 09-27-2023 POP End: 09-26-2024	1.00	JB	_____	_____
4009	Annual Tube Cleaning Boiler 3 -SN 17527 Building 225 Waco VA Location Contract Period: Option 4 POP Begin: 09-27-2023 POP End: 09-26-2024	1.00	JB	_____	_____
4010	Quarterly Preventive maintenance Boiler 2 -SN 2D.1630 Building 58 Temple VA Location Contract Period: Option 4 POP Begin: 09-27-2023 POP End: 09-26-2024	4.00	JB	_____	_____
4011	Quarterly Preventive maintenance Boiler 3 -SN 2D.1631 Building 58 Temple VA Location Contract Period: Option 4 POP Begin: 09-27-2023 POP End: 09-26-2024	4.00	JB	_____	_____

4012	4.00 JB	Quarterly Preventive maintenance Cleaver-Brooks -SN 4G29951 Building 171 Temple VA Location		
		Contract Period: Option 4 POP Begin: 09-27-2023 POP End: 09-26-2024		
4013	1.00 JB	Annual Preventative Maintenance Boiler 2 -SN 2D.1630 Building 58 Temple VA Location		
		Contract Period: Option 4 POP Begin: 09-27-2023 POP End: 09-26-2024		
4014	1.00 JB	Annual Preventative Maintenance Boiler 3 -SN 2D.1631 Building 58 Temple VA Location		
		Contract Period: Option 4 POP Begin: 09-27-2023 POP End: 09-26-2024		
4015	1.00 JB	Annual Preventative Maintenance Cleaver-Brooks -SN 4G29951 Building 171 Temple VA Location		
		Contract Period: Option 4 POP Begin: 09-27-2023 POP End: 09-26-2024		
4016	1.00 JB	Annual Tube Cleaning Boiler 2 -SN 2D.1630 Building 58 Temple VA Location		
		Contract Period: Option 4 POP Begin: 09-27-2023 POP End: 09-26-2024		
4017	1.00 JB	Annual Tube Cleaning Boiler 3 -SN 2D.1631 Building 58 Temple VA Location		
		Contract Period: Option 4 POP Begin: 09-27-2023 POP End: 09-26-2024		
4018	1.00 JB	Annual Tube Cleaning Cleaver-Brooks -SN 4G29951 Building 171 Temple VA Location		
		Contract Period: Option 4 POP Begin: 09-27-2023 POP End: 09-26-2024		
4019	1.00 JB			

	Annual Preventive Maintenance Exhaust Gas Analyzers (EGA) EGA -SN 357 Temple VA Location Contract Period: Option 4 POP Begin: 09-27-2023 POP End: 09-26-2024		
4020	1.00 JB Annual Preventive Maintenance Exhaust Gas Analyzers (EGA) EGA -SN 358 Temple VA Location Contract Period: Option 4 POP Begin: 09-27-2023 POP End: 09-26-2024		
4021	1.00 JB Annual Preventive Maintenance Exhaust Gas Analyzers (EGA) EGA -SN 359 Temple VA Location Contract Period: Option 4 POP Begin: 09-27-2023 POP End: 09-26-2024		
4022	1.00 JB Annual Preventive Maintenance Exhaust Gas Analyzers (EGA) EGA -SN 360 Temple VA Location Contract Period: Option 4 POP Begin: 09-27-2023 POP End: 09-26-2024		
4023	1.00 LT SPECIAL TASK ORDER FUNDS TO COVER SERVICE CALLS FOR REPAIRS THAT MAY ARISE OR BE DISCOVERED THAT IS NOT SPECIFICALLY COVERED IN THE STATEMENT OF WORK FOR BOTH THE TEMPLE AND WACO LOCATIONS. SERVICE CALL S WILL INCUDE NORMAL WORKING HOURS AND AFTER HOURS SUPPORT FOR EMERGENCY REPAIRS 24 HOURS 7 DAYS A WEEK. ** VA ALLOCATION OF FUNDS FOR REPAIRS WILL BE DETERMINED BY THE VA ** Contract Period: Option 4 POP Begin: 09-27-2023 POP End: 09-26-2024		
			GRAND TOTAL

SECTION C - CONTRACT CLAUSES

C.1 52.212-4 CONTRACT TERMS AND CONDITIONS—COMMERCIAL ITEMS (OCT 2018)

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

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

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

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

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

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

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

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

(g) Invoice.

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

(i) Name and address of the Contractor;

(ii) Invoice date and number;

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

(iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;

(v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;

(vi) Terms of any discount for prompt payment offered;

(vii) Name and address of official to whom payment is to be sent;

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

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

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

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

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

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

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

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

(i) Payment.—

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

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

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

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

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

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

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

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

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

(D) Contractor point of contact.

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

(6) *Interest.*

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

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

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

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

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

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

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

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

(A) The date fixed under this contract.

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

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

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

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

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

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

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

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

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

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

(l) *Termination for the Government's convenience.* The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record

keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

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

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

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

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

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

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

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

(1) The schedule of supplies/services.

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

(3) The clause at 52.212-5.

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

(5) Solicitation provisions if this is a solicitation.

(6) Other paragraphs of this clause.

(7) The Standard Form 1449.

(8) Other documents, exhibits, and attachments

(9) The specification.

(t) [Reserved]

(u) *Unauthorized Obligations.*

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

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

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

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

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

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

(End of Clause)

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

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

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

C.2 52.217-8 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.3 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.4 52.222-42 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (MAY 2014)

In compliance with the Service Contract Labor Standards statute and the regulations of the Secretary of Labor (29 CFR part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332.

This Statement is for Information Only:

It is not a Wage Determination

Employee Class	Monetary Wage—Fringe Benefits
Heating & Boiler Plant Mechanic	\$22.36+ \$8.10=\$30.46

(End of Clause)

C.5 SUPPLEMENTAL INSURANCE REQUIREMENTS

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

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

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

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

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

(End of Clause)

C.6 VAAR 852.219-10 VA NOTICE OF TOTAL SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS SET-ASIDE (JUL 2016)(DEVIATION)

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

(1) Means a small business concern:

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

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

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

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

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

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

(b) *General.*

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

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

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

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

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

(End of Clause)

C.7 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.8 VAAR 852.232-72 ELECTRONIC SUBMISSION OF PAYMENT REQUESTS (NOV 2018)

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

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

(2) *Designated agency office* means the office designated by the purchase order, agreement, or contract to first receive and review invoices. This office can be contractually designated as the receiving entity. This office may be different from the office issuing the payment;

(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; and

(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 at the current website address provided in the contract.

(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).

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

(e) *Exceptions.* If, based on one of the circumstances in this paragraph (e), the Contracting Officer directs that payment requests be made by mail, the Contractor shall submit payment requests by mail through the United States Postal Service to the designated agency office. Submission of payment requests by mail may be required for—

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

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

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

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

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

(End of Clause)

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

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

(End of Clause)

C.10 VAAR 852.270-1 REPRESENTATIVES OF CONTRACTING OFFICERS (JAN 2008)

The contracting officer reserves the right to designate representatives to act for him/her in furnishing technical guidance and advice or generally monitor the work to be performed under this contract. Such designation will be in writing and will define the scope and limitation of the designee's authority. A copy of the designation shall be furnished to the contractor.

(End of Clause)

C.11 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)

FAR
Number

Title

Date

52.203-17	CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS	APR 2014
52.204-4	PRINTED OR COPIED DOUBLE-SIDED ON POSTCONSUMER FIBER CONTENT PAPER	MAY 2011
52.204-18	COMMERCIAL AND GOVERNMENT ENTITY CODE MAINTENANCE	JUL 2016
52.228-5	INSURANCE—WORK ON A GOVERNMENT INSTALLATION	JAN 1997
52.232-40	PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS	DEC 2013

C.12 VAAR 852.203-70 COMMERCIAL ADVERTISING (MAY 2018)

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

(End of Clause)

(End of Addendum to 52.212-4)

C.13 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS—COMMERCIAL ITEMS (MAY 2019)

(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) 52.204–23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (Jul 2018) (Section 1634 of Pub. L. 115–91).

(3) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (NOV 2015).

(4) 52.233-3, Protest After Award (Aug 1996) (31 U.S.C. 3553).

(5) 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 2018) (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 (Oct 2018) (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 (Oct 2018) (15 U.S.C. 637(d)(2) and (3)).

(17)(i) 52.219-9, Small Business Subcontracting Plan (AUG 2018) (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 (JAN 2017) of 52.219-9.

(v) Alternate IV (AUG 2018) 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)(i) 52.222–26, Equal Opportunity (SEP 2016) (E.O. 11246).

(ii) Alternate I (FEB 1999) of 52.222-26.

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

(ii) Alternate I (JULY 2014) of 52.222-35.

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

(ii) Alternate I (JULY 2014) of 52.222-36.

(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 (JAN 2019) (22 U.S.C. chapter 78 and E.O. 13627).

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(48) 52.225–5, Trade Agreements (AUG 2018) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

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

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

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

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

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

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

(55) 52.232-33, Payment by Electronic Funds Transfer—System for Award Management (Oct 2018) (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)(13)).

(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.

(iii) Alternate II (FEB 2006) 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 (AUG 2018) (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

Heating & Boiler Plant Mechanic

Monetary Wage-Fringe Benefits

\$22.36+ \$8.10=\$30.46

(4) 52.222-43, Fair Labor Standards Act and Service Contract Labor Standards—Price Adjustment (Multiple Year and Option Contracts) (AUG 2018) (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).

(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) 52.204–23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (Jul 2018) (Section 1634 of Pub. L. 115–91).

(iv) 52.219–8, Utilization of Small Business Concerns (Oct 2018) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$700,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219–8 in lower tier subcontracts that offer subcontracting opportunities.

(v) 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.

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

(vii) 52.222–26, Equal Opportunity (SEP 2016) (E.O. 11246).

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

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

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

(xi) 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.

(xii) 52.222-41, Service Contract Labor Standards (AUG 2018) (41 U.S.C. chapter 67).

(xiii)(A) 52.222-50, Combating Trafficking in Persons (JAN 2019) (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).

(xiv) 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).

(xv) 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).

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

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

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

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

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

(xx) 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).

(xxi) 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.

(xxii) 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)

**SECTION D - CONTRACT DOCUMENTS, EXHIBITS, OR
ATTACHMENTS**

SECTION E - SOLICITATION PROVISIONS

E.1 52.212-1 INSTRUCTIONS TO OFFERORS—COMMERCIAL ITEMS (OCT 2018)

(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).) 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) [Reserved]

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

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

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

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

(4) A summary of the rationale for award;

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

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

(End of Provision)

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

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

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

E.2 52.209-7 INFORMATION REGARDING RESPONSIBILITY MATTERS (OCT 2018)

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

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

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

(1) The total value of all current, active contracts and grants, including all priced options; and

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

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

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

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

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

(i) In a criminal proceeding, a conviction.

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

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

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

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

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

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

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

(End of Provision)

E.3 52.216-1 TYPE OF CONTRACT (APR 1984)

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

(End of Provision)

E.4 52.237-1 SITE VISIT (APR 1984)

Offerors or quoters are urged and expected to inspect the site where services are to be performed and to satisfy themselves regarding all general and local conditions that may affect the cost of contract performance, to the extent that the information is reasonably obtainable. In no event shall failure to inspect the site constitute grounds for a claim after contract award.

(End of Provision)

E.5 52.233-2 SERVICE OF PROTEST (SEP 2006)

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

Hand-Carried Address:

Department of Veterans Affairs
VISN17 Network Contracting Activity
5441 Babcock Rd., Ste. 302
San Antonio TX 78240
Mailing Address:

Department of Veterans Affairs
VISN17 Network Contracting Activity
7400 Merton Minter Blvd. (10N17/90C)
San Antonio TX 78229

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

(End of Provision)

E.6 VAAR 852.233-70 PROTEST CONTENT/ALTERNATIVE DISPUTE RESOLUTION (OCT 2018)

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

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

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

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

(End of Provision)

E.7 VAAR 852.233-71 ALTERNATE PROTEST PROCEDURE (OCT 2018)

(a) As an alternative to filing a protest with the Contracting Officer, an interested party may file a protest by mail or electronically with: Executive Director, Office of Acquisition and Logistics, Risk Management and Compliance Service (003A2C), Department of Veterans Affairs, 810 Vermont Avenue NW, Washington, DC 20420 or Email: EDProtests@va.gov.

(b) The protest will not be considered if the interested party has a protest on the same or similar issue(s) pending with the Contracting Officer.

(End of Provision)

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

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

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

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

E.8 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>
52.204-7	SYSTEM FOR AWARD MANAGEMENT	OCT 2018
52.204-16	COMMERCIAL AND GOVERNMENT ENTITY CODE REPORTING	JUL 2016

(End of Addendum to 52.212-1)

E.9 52.212-2 EVALUATION—COMMERCIAL ITEMS (OCT 2014)

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

1. Lowest Price Technically Acceptable (LPTA)
2. Must have a Certificate of Authorization and “R” Symbol Stamp from National Boiler and Pressure Vessel Inspectors for repair and/or alteration of boilers. * (Must provide a copy with your proposal)
3. Must have 5 Years’ experience performing maintenance on types of boilers at Temple and Waco VA locations. * (Must provide Company resume and/or employee resume or other document with your proposal to support your maintenance experience with type of boilers at Temple and Waco VA locations)
4. Must provide 2 references for past performance for performing maintenance on types of boilers at Temple and Waco VA locations. * (Must provide references with your proposal)

Technical and past performance, when combined, are N/A.

(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.10 52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS—COMMERCIAL ITEMS (OCT 2018)

The Offeror shall complete only paragraph (b) of this provision if the Offeror has completed the annual representations and certification electronically in the System for Award Management (SAM) accessed through <https://www.sam.gov>. 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 in SAM.

(2) The offeror has completed the annual representations and certifications electronically in SAM accessed through <http://www.sam.gov>. After reviewing SAM 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), at the time this offer is submitted 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 SAM 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 <https://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx>).

(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 (12.301(d)(1)).

(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)

"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-

5261

Daniel W. Simms Division of | Revision No.: 9
Director Wage Determinations| Date Of Last Revision:
07/16/2019

_____ | _____

Note: Under Executive Order (EO) 13658 an hourly minimum wage of \$10.60 for calendar year 2019 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 \$10.60 per hour (or the applicable wage rate listed on this determination if it is higher) for all hours spent performing on the contract in calendar year 2019. 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: Texas

Area: Texas Counties of Falls McLennan

****Fringe Benefits Required Follow the Occupational Listing****

OCCUPATION CODE - TITLE	FOOTNOTE
RATE	
01000 - Administrative Support And Clerical Occupations	
01011 - Accounting Clerk I	
13.64	
01012 - Accounting Clerk II	
15.32	
01013 - Accounting Clerk III	
17.14	
01020 - Administrative Assistant	
23.64	

01035 - Court Reporter
16.40

01041 - Customer Service Representative I
11.27

01042 - Customer Service Representative II
12.68

01043 - Customer Service Representative III
13.83

01051 - Data Entry Operator I
13.42

01052 - Data Entry Operator II
14.64

01060 - Dispatcher Motor Vehicle
17.08

01070 - Document Preparation Clerk
15.21

01090 - Duplicating Machine Operator
15.21

01111 - General Clerk I
12.24

01112 - General Clerk II
13.35

01113 - General Clerk III
14.99

01120 - Housing Referral Assistant
18.28

01141 - Messenger Courier
12.95

01191 - Order Clerk I
16.27

01192 - Order Clerk II
17.75

01261 - Personnel Assistant (Employment) I
15.67

01262 - Personnel Assistant (Employment) II
17.53

01263 - Personnel Assistant (Employment) III
19.55

01270 - Production Control Clerk
20.26

01290 - Rental Clerk
13.10

01300 - Scheduler Maintenance
14.66

01311 - Secretary I
14.66

01312 - Secretary II
16.40

01313 - Secretary III
18.28

01320 - Service Order Dispatcher
15.13

01410 - Supply Technician
23.64

01420 - Survey Worker
14.71

01460 - Switchboard Operator/Receptionist
12.35

01531 - Travel Clerk I
13.03

01532 - Travel Clerk II
14.26

01533 - Travel Clerk III
15.47

01611 - Word Processor I
13.06

01612 - Word Processor II
14.66

01613 - Word Processor III
16.40

05000 - Automotive Service Occupations

05005 - Automobile Body Repairer Fiberglass
19.99

05010 - Automotive Electrician
17.89

05040 - Automotive Glass Installer
16.74

05070 - Automotive Worker
16.74

05110 - Mobile Equipment Servicer
14.41

05130 - Motor Equipment Metal Mechanic
19.05

05160 - Motor Equipment Metal Worker
16.74

05190 - Motor Vehicle Mechanic
19.05

05220 - Motor Vehicle Mechanic Helper
13.26

05250 - Motor Vehicle Upholstery Worker
15.57

05280 - Motor Vehicle Wrecker
16.74

05310 - Painter Automotive
17.89

05340 - Radiator Repair Specialist
16.74

05370 - Tire Repairer
15.08

05400 - Transmission Repair Specialist
19.05

07000 - Food Preparation And Service Occupations

07010 - Baker
10.97

07041 - Cook I
11.09

07042 - Cook II
12.88

07070 - Dishwasher
10.05

07130 - Food Service Worker
9.79

07210 - Meat Cutter
14.41

07260 - Waiter/Waitress
9.11

09000 - Furniture Maintenance And Repair Occupations

09010 - Electrostatic Spray Painter
15.59

09040 - Furniture Handler
10.15

09080 - Furniture Refinisher
15.59

09090 - Furniture Refinisher Helper
11.99

09110 - Furniture Repairer Minor
13.82

09130 - Upholsterer
15.59

11000 - General Services And Support Occupations

11030 - Cleaner Vehicles
10.28

11060 - Elevator Operator
11.04

11090 - Gardener
14.90

11122 - Housekeeping Aide
11.04

11150 - Janitor
11.04

11210 - Laborer Grounds Maintenance
12.00

11240 - Maid or Houseman
9.23

11260 - Pruner
10.63

11270 - Tractor Operator
13.98

11330 - Trail Maintenance Worker
12.00

11360 - Window Cleaner
12.46

12000 - Health Occupations

12010 - Ambulance Driver
20.05

12011 - Breath Alcohol Technician
20.05

12012 - Certified Occupational Therapist Assistant
27.86

12015 - Certified Physical Therapist Assistant
33.69

12020 - Dental Assistant
15.92

12025 - Dental Hygienist
34.95

12030 - EKG Technician
30.37

12035 - Electroneurodiagnostic Technologist
30.37

12040 - Emergency Medical Technician
20.05

12071 - Licensed Practical Nurse I
18.15

12072 - Licensed Practical Nurse II
20.31

12073 - Licensed Practical Nurse III
22.63

12100 - Medical Assistant
14.81

12130 - Medical Laboratory Technician
21.42

12160 - Medical Record Clerk
13.71

12190 - Medical Record Technician
15.99

12195 - Medical Transcriptionist
18.15

12210 - Nuclear Medicine Technologist
44.61

12221 - Nursing Assistant I
10.98

12222 - Nursing Assistant II
12.34

12223 - Nursing Assistant III
13.46

12224 - Nursing Assistant IV
15.12

12235 - Optical Dispenser
13.82

12236 - Optical Technician
18.15

12250 - Pharmacy Technician
17.26

12280 - Phlebotomist
17.92

12305 - Radiologic Technologist
27.61

12311 - Registered Nurse I
20.94

12312 - Registered Nurse II
25.62

12313 - Registered Nurse II Specialist
25.62

12314 - Registered Nurse III
30.99

12315 - Registered Nurse III Anesthetist
30.99

12316 - Registered Nurse IV
37.14

12317 - Scheduler (Drug and Alcohol Testing)
24.83

12320 - Substance Abuse Treatment Counselor
25.15

13000 - Information And Arts Occupations

13011 - Exhibits Specialist I
20.00

13012 - Exhibits Specialist II
24.77

13013 - Exhibits Specialist III
30.30

13041 - Illustrator I
20.00

13042 - Illustrator II
24.77

13043 - Illustrator III
30.30

13047 - Librarian
27.44

13050 - Library Aide/Clerk
11.97

13054 - Library Information Technology Systems
24.77

Administrator

13058 - Library Technician
20.00

13061 - Media Specialist I
17.88

13062 - Media Specialist II
20.00

13063 - Media Specialist III
22.29

13071 - Photographer I
17.88

13072 - Photographer II
20.00

13073 - Photographer III
24.77

13074 - Photographer IV
30.30

13075 - Photographer V
36.66

13090 - Technical Order Library Clerk
15.74

13110 - Video Teleconference Technician
17.88

14000 - Information Technology Occupations

14041 - Computer Operator I
15.70

14042 - Computer Operator II
17.57

14043 - Computer Operator III
19.88

14044 - Computer Operator IV
22.02

14045 - Computer Operator V
24.38

14071 - Computer Programmer I (see 1)
20.12

14072 - Computer Programmer II (see 1)
24.52

14073 - Computer Programmer III (see 1)

14074 - Computer Programmer IV (see 1)

14101 - Computer Systems Analyst I (see 1)
27.20

14102 - Computer Systems Analyst II (see 1)

14103 - Computer Systems Analyst III (see 1)

14150 - Peripheral Equipment Operator
15.70

14160 - Personal Computer Support Technician
22.02

14170 - System Support Specialist
32.77

15000 - Instructional Occupations

15010 - Aircrew Training Devices Instructor (Non-Rated)
27.20

15020 - Aircrew Training Devices Instructor (Rated)
32.52

15030 - Air Crew Training Devices Instructor (Pilot)
38.97

15050 - Computer Based Training Specialist / Instructor
27.20

15060 - Educational Technologist
31.07

15070 - Flight Instructor (Pilot)
38.97

15080 - Graphic Artist
18.28

15085 - Maintenance Test Pilot Fixed Jet/Prop
41.36

15086 - Maintenance Test Pilot Rotary Wing
41.36

15088 - Non-Maintenance Test/Co-Pilot
41.36

15090 - Technical Instructor
20.75

15095 - Technical Instructor/Course Developer
25.13

15110 - Test Proctor
17.61

15120 - Tutor
17.61

16000 - Laundry Dry-Cleaning Pressing And Related Occupations

16010 - Assembler
9.13

16030 - Counter Attendant
9.13

16040 - Dry Cleaner
12.35

16070 - Finisher Flatwork Machine
9.13

16090 - Presser Hand
9.13

16110 - Presser Machine Drycleaning
9.13

16130 - Presser Machine Shirts
9.13

16160 - Presser Machine Wearing Apparel Laundry
9.13

16190 - Sewing Machine Operator
13.45

16220 - Tailor
14.52

16250 - Washer Machine
10.98

19000 - Machine Tool Operation And Repair Occupations

19010 - Machine-Tool Operator (Tool Room)
20.17

19040 - Tool And Die Maker
25.28

21000 - Materials Handling And Packing Occupations

21020 - Forklift Operator
15.71

21030 - Material Coordinator
20.26

21040 - Material Expediter
20.26

21050 - Material Handling Laborer
12.18

21071 - Order Filler
13.19

21080 - Production Line Worker (Food Processing)
15.71

21110 - Shipping Packer
15.64

21130 - Shipping/Receiving Clerk
15.64

21140 - Store Worker I
10.32

21150 - Stock Clerk
14.49

21210 - Tools And Parts Attendant
15.71

21410 - Warehouse Specialist
15.71

23000 - Mechanics And Maintenance And Repair Occupations

23010 - Aerospace Structural Welder
29.13

23019 - Aircraft Logs and Records Technician
22.21

23021 - Aircraft Mechanic I
27.39

23022 - Aircraft Mechanic II
29.13

23023 - Aircraft Mechanic III
30.83

23040 - Aircraft Mechanic Helper
18.90

23050 - Aircraft Painter
25.51

23060 - Aircraft Servicer
22.21

23070 - Aircraft Survival Flight Equipment Technician
25.51

23080 - Aircraft Worker
23.87

23091 - Aircrew Life Support Equipment (ALSE) Mechanic
23.87

I

23092 - Aircrew Life Support Equipment (ALSE) Mechanic
27.39

II

23110 - Appliance Mechanic
20.02

23120 - Bicycle Repairer
16.14

23125 - Cable Splicer
27.25

23130 - Carpenter Maintenance
16.24

23140 - Carpet Layer
18.36

23160 - Electrician Maintenance
23.04

23181 - Electronics Technician Maintenance I
21.23

23182 - Electronics Technician Maintenance II
22.68

23183 - Electronics Technician Maintenance III
24.60

23260 - Fabric Worker
17.42

23290 - Fire Alarm System Mechanic
21.93

23310 - Fire Extinguisher Repairer
16.14

23311 - Fuel Distribution System Mechanic
24.35

23312 - Fuel Distribution System Operator
18.43

23370 - General Maintenance Worker
15.93

23380 - Ground Support Equipment Mechanic
27.39

23381 - Ground Support Equipment Servicer
22.21

23382 - Ground Support Equipment Worker
23.87

23391 - Gunsmith I
16.14

23392 - Gunsmith II
18.73

23393 - Gunsmith III
21.33

23410 - Heating Ventilation And Air-Conditioning
18.35
Mechanic

23411 - Heating Ventilation And Air Contidioning
19.36
Mechanic (Research Facility)

23430 - Heavy Equipment Mechanic
20.92

23440 - Heavy Equipment Operator
17.66

23460 - Instrument Mechanic
21.33

23465 - Laboratory/Shelter Mechanic
20.02

23470 - Laborer
12.18

23510 - Locksmith
20.02

23530 - Machinery Maintenance Mechanic
22.91

23550 - Machinist Maintenance
20.26

23580 - Maintenance Trades Helper
15.05

23591 - Metrology Technician I
21.33

23592 - Metrology Technician II
22.68

23593 - Metrology Technician III
24.05

23640 - Millwright
21.33

23710 - Office Appliance Repairer
17.10

23760 - Painter Maintenance
17.15

23790 - Pipefitter Maintenance
22.02

23810 - Plumber Maintenance
20.67

23820 - Pneudraulic Systems Mechanic
21.33

23850 - Rigger
21.33

23870 - Scale Mechanic
18.73

23890 - Sheet-Metal Worker Maintenance
18.61

23910 - Small Engine Mechanic
18.73

23931 - Telecommunications Mechanic I
26.38

23932 - Telecommunications Mechanic II
32.26

23950 - Telephone Lineman
23.56

23960 - Welder Combination Maintenance
16.59

23965 - Well Driller
21.33

23970 - Woodcraft Worker
21.33

23980 - Woodworker
16.14

24000 - Personal Needs Occupations

24550 - Case Manager
15.99

24570 - Child Care Attendant
9.49

24580 - Child Care Center Clerk
11.84

24610 - Chore Aide
9.58

24620 - Family Readiness And Support Services
15.99

Coordinator

24630 - Homemaker
15.99

25000 - Plant And System Operations Occupations

25010 - Boiler Tender
21.33

25040 - Sewage Plant Operator
19.81

25070 - Stationary Engineer
21.33

25190 - Ventilation Equipment Tender
14.84

25210 - Water Treatment Plant Operator
19.81

27000 - Protective Service Occupations

27004 - Alarm Monitor
16.12

27007 - Baggage Inspector
12.08

27008 - Corrections Officer
21.21

27010 - Court Security Officer
22.36

27030 - Detection Dog Handler
15.61

27040 - Detention Officer
21.21

27070 - Firefighter
22.77

27101 - Guard I
12.08

27102 - Guard II
15.61

27131 - Police Officer I
24.02

27132 - Police Officer II
26.70

28000 - Recreation Occupations

28041 - Carnival Equipment Operator
13.88

28042 - Carnival Equipment Repairer
15.00

28043 - Carnival Worker
10.09

28210 - Gate Attendant/Gate Tender
15.40

28310 - Lifeguard
13.72

28350 - Park Attendant (Aide)
17.23

28510 - Recreation Aide/Health Facility Attendant
12.21

28515 - Recreation Specialist
19.34

28630 - Sports Official
13.72

28690 - Swimming Pool Operator
17.42

29000 - Stevedoring/Longshoremen Occupational Services

29010 - Blocker And Bracer
18.87

29020 - Hatch Tender
18.73

29030 - Line Handler
18.73

29041 - Stevedore I
17.42

29042 - Stevedore II
20.02

30000 - Technical Occupations

30010 - Air Traffic Control Specialist Center (HFO) (see 2)
38.78

30011 - Air Traffic Control Specialist Station (HFO) (see 2)
26.74

30012 - Air Traffic Control Specialist Terminal (HFO) (see 2)
29.45

30021 - Archeological Technician I
17.36

30022 - Archeological Technician II
19.43

30023 - Archeological Technician III
24.06

30030 - Cartographic Technician
24.06

30040 - Civil Engineering Technician
21.12

30051 - Cryogenic Technician I
26.65

30052 - Cryogenic Technician II
29.44

30061 - Drafter/CAD Operator I
17.36

30062 - Drafter/CAD Operator II
19.43

30063 - Drafter/CAD Operator III
21.65

30064 - Drafter/CAD Operator IV
26.65

30081 - Engineering Technician I
15.46

30082 - Engineering Technician II
18.07

30083 - Engineering Technician III
20.24

30084 - Engineering Technician IV
26.53

30085 - Engineering Technician V
31.84

30086 - Engineering Technician VI
36.70

30090 - Environmental Technician
24.06

30095 - Evidence Control Specialist
24.06

30210 - Laboratory Technician
21.65

30221 - Latent Fingerprint Technician I
26.65

30222 - Latent Fingerprint Technician II
29.44

30240 - Mathematical Technician
24.06

30361 - Paralegal/Legal Assistant I
17.41

30362 - Paralegal/Legal Assistant II
21.57

30363 - Paralegal/Legal Assistant III
26.38

30364 - Paralegal/Legal Assistant IV
31.92

30375 - Petroleum Supply Specialist
29.44

30390 - Photo-Optics Technician
24.19

30395 - Radiation Control Technician
29.44

30461 - Technical Writer I
24.06

30462 - Technical Writer II
29.44

30463 - Technical Writer III
35.61

30491 - Unexploded Ordnance (UXO) Technician I
24.65

30492 - Unexploded Ordnance (UXO) Technician II
29.82

30493 - Unexploded Ordnance (UXO) Technician III
35.74

30494 - Unexploded (UXO) Safety Escort
24.65

30495 - Unexploded (UXO) Sweep Personnel
24.65

30501 - Weather Forecaster I
26.65

30502 - Weather Forecaster II
32.41

30620 - Weather Observer Combined Upper Air Or (see 2)
21.65

Surface Programs

30621 - Weather Observer Senior (see 2)
24.06

31000 - Transportation/Mobile Equipment Operation Occupations

31010 - Airplane Pilot
29.82

31020 - Bus Aide
13.87

31030 - Bus Driver
19.75

31043 - Driver Courier
12.50

31260 - Parking and Lot Attendant
12.30

31290 - Shuttle Bus Driver
13.59

31310 - Taxi Driver
11.80

31361 - Truckdriver Light
13.59

31362 - Truckdriver Medium
16.13

31363 - Truckdriver Heavy
21.23

31364 - Truckdriver Tractor-Trailer
21.23

99000 - Miscellaneous Occupations

99020 - Cabin Safety Specialist
14.54

99030 - Cashier
10.16

99050 - Desk Clerk
10.59

99095 - Embalmer
24.65

99130 - Flight Follower
24.65

99251 - Laboratory Animal Caretaker I
11.45

99252 - Laboratory Animal Caretaker II
11.61

99260 - Marketing Analyst
33.05

99310 - Mortician
24.65

99410 - Pest Controller
18.65

99510 - Photofinishing Worker
12.95

99710 - Recycling Laborer
16.82

99711 - Recycling Specialist
20.39

99730 - Refuse Collector
15.58

99810 - Sales Clerk
11.06

99820 - School Crossing Guard
11.70

99830 - Survey Party Chief
21.24

99831 - Surveying Aide
13.26

99832 - Surveying Technician
18.15

99840 - Vending Machine Attendant
15.88

99841 - Vending Machine Repairer
20.05

99842 - Vending Machine Repairer Helper
15.88

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: \$4.54 per hour up to 40 hours per week or \$181.60 per week or

\$786.93 per month

HEALTH & WELFARE EO 13706: \$4.22 per hour up to 40 hours per week or \$168.80 per week or \$731.47 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 10 years and 4 after 20 years. Length of service includes

the whole span of continuous service with the present contractor or successor

wherever employed and with the predecessor contractors in the performance of

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

HOLIDAYS: A minimum of ten paid holidays per year: New Year's Day
Martin Luther

King Jr.'s Birthday Washington's Birthday Memorial Day Independence
Day

Labor Day Columbus Day Veterans' Day Thanksgiving Day and Christmas
Day. (A

contractor may substitute for any of the named holidays another day
off with pay in

accordance with a plan communicated to the employees involved.) (See
29 CFR 4.174)

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

1) COMPUTER EMPLOYEES: Under the SCA at section 8(b) this wage determination does

not apply to any employee who individually qualifies as a bona fide executive

administrative or professional employee as defined in 29 C.F.R. Part 541. Because

most Computer System Analysts and Computer Programmers who are compensated at a rate

not less than \$27.63 (or on a salary or fee basis at a rate not less than \$455 per

week) an hour would likely qualify as exempt computer professionals (29 C.F.R. 541.

400) wage rates may not be listed on this wage determination for all occupations

within those job families. In addition because this wage determination may not

list a wage rate for some or all occupations within those job families if the survey

data indicates that the prevailing wage rate for the occupation equals or exceeds

\$27.63 per hour conformances may be necessary for certain nonexempt employees. For

example if an individual employee is nonexempt but nevertheless performs duties

within the scope of one of the Computer Systems Analyst or Computer Programmer

occupations for which this wage determination does not specify an SCA wage rate

then the wage rate for that employee must be conformed in accordance with the conformance procedures described in the conformance note included on this wage determination.

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

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

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

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

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

2) AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you

work at night as part of a regular tour of duty you will earn a night differential

and receive an additional 10% of basic pay for any hours worked between 6pm and 6am.

If you are a full-time employed (40 hours a week) and Sunday is part of your

regularly scheduled workweek you are paid at your rate of basic pay plus a Sunday

premium of 25% of your basic rate for each hour of Sunday work which is not overtime

(i.e. occasional work on Sunday outside the normal tour of duty is considered

overtime work).

** HAZARDOUS PAY DIFFERENTIAL **

An 8 percent differential is applicable to employees employed in a position that

represents a high degree of hazard when working with or in close proximity to

ordnance explosives and incendiary materials. This includes work such as

screening blending dying mixing and pressing of sensitive ordnance explosives

and pyrotechnic compositions such as lead azide black powder and photoflash powder.

All dry-house activities involving propellants or explosives. Demilitarization

modification renovation demolition and maintenance operations on sensitive

ordnance explosives and incendiary materials. All operations involving re-grading

and cleaning of artillery ranges.

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

** UNIFORM ALLOWANCE **

If employees are required to wear uniforms in the performance of this contract

(either by the terms of the Government contract by the employer by the state or

local law etc.) the cost of furnishing such uniforms and maintaining (by

laundering or dry cleaning) such uniforms is an expense that may not be borne by an

employee where such cost reduces the hourly rate below that required by the wage

determination. The Department of Labor will accept payment in accordance with the

following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an

adequate number of uniforms without cost or to reimburse employees for the actual

cost of the uniforms. In addition where uniform cleaning and maintenance is made

the responsibility of the employee all contractors and subcontractors subject to

this wage determination shall (in the absence of a bona fide collective bargaining

agreement providing for a different amount or the furnishing of contrary

affirmative proof as to the actual cost) reimburse all employees for such cleaning

and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However in

those instances where the uniforms furnished are made of "wash and wear"

materials may be routinely washed and dried with other personal garments and do

not require any special treatment such as dry cleaning daily washing or commercial

laundering in order to meet the cleanliness or appearance standards set by the terms

of the Government contract by the contractor by law or by the nature of the work

there is no requirement that employees be reimbursed for uniform maintenance costs.

** SERVICE CONTRACT ACT DIRECTORY OF OCCUPATIONS **

The duties of employees under job titles listed are those described in the

"Service Contract Act Directory of Occupations" Fifth Edition (Revision 1)

dated September 2015 unless otherwise indicated.

** REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE
RATE Standard

Form 1444 (SF-1444) **

Conformance Process:

The contracting officer shall require that any class of service
employee which is

not listed herein and which is to be employed under the contract (i.e.
the work to

be performed is not performed by any classification listed in the wage
determination) be classified by the contractor so as to provide a
reasonable

relationship (i.e. appropriate level of skill comparison) between such
unlisted

classifications and the classifications listed in the wage
determination (See 29 CFR

4.6(b)(2)(i)). Such conforming procedures shall be initiated by the
contractor

prior to the performance of contract work by such unlisted class(es) of employees

(See 29 CFR 4.6(b)(2)(ii)). The Wage and Hour Division shall make a final

determination of conformed classification wage rate and/or fringe benefits which

shall be paid to all employees performing in the classification from the first day

of work on which contract work is performed by them in the classification. Failure

to pay such unlisted employees the compensation agreed upon by the interested

parties and/or fully determined by the Wage and Hour Division retroactive to the

date such class of employees commenced contract work shall be a violation of the Act

and this contract. (See 29 CFR 4.6(b)(2)(v)). When multiple wage determinations are

included in a contract a separate SF-1444 should be prepared for each wage

determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

1) When preparing the bid the contractor identifies the need for a conformed

occupation(s) and computes a proposed rate(s).

2) After contract award the contractor prepares a written report listing in order

the proposed classification title(s) a Federal grade equivalency (FGE) for each

proposed classification(s) job description(s) and rationale for proposed wage

rate(s) including information regarding the agreement or disagreement of the

authorized representative of the employees involved or where there is no authorized

representative the employees themselves. This report should be submitted to the

contracting officer no later than 30 days after such unlisted class(es) of employees

performs any contract work.

3) The contracting officer reviews the proposed action and promptly submits a report

of the action together with the agency's recommendations and pertinent

information including the position of the contractor and the employees to the U.S.

Department of Labor Wage and Hour Division for review (See 29 CFR 4.6(b)(2)(ii)).

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

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

6) Each affected employee shall be furnished by the contractor with a written copy of such determination or it shall be posted as a part of the wage determination (See

29 CFR 4.6(b) (2) (iii)).

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

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

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