

<b>SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, &amp; 30</b>				1. REQUISITION NO. 636-20-1-4208-0001 438-20-1-1115-0002		PAGE 1 OF 118	
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE		4. ORDER NO.		5. SOLICITATION NUMBER 36C26319Q0754	
7. FOR SOLICITATION INFORMATION CALL:		a. NAME John Becker (john.becker3@va.gov)		b. TELEPHONE NO. (No Collect Calls) 605-336-3230 x7960		6. SOLICITATION ISSUE DATE 09-12-2019	
9. ISSUED BY  Department of Veterans Affairs NETWORK 23 CONTRACTING OFFICE 2501 W. 22nd St. Sioux Falls SD 57105				10. THIS ACQUISITION IS  <input type="checkbox"/> UNRESTRICTED OR <input checked="" type="checkbox"/> SET ASIDE: 100 % FOR: <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM NAICS: 541380 <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> EDWOSB <input checked="" type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input type="checkbox"/> 8(A) SIZE STANDARD: \$15 Million			
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED  <input type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS		13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)  <input type="checkbox"/>		13b. RATING N/A	
15. DELIVER TO  Department of Veterans Affairs Iowa City, Iowa VA Health Care System Sioux Falls South Dakota VA Health Care System See Statement of Work for exact address				16. ADMINISTERED BY  Department of Veterans Affairs NETWORK 23 CONTRACTING OFFICE 2501 W. 22nd St. Sioux Falls SD 57105			
17a. CONTRACTOR/OFFEROR		CODE		FACILITY CODE		18a. PAYMENT WILL BE MADE BY	
TELEPHONE NO.		DUNS:		DUNS+4:		Department of Veterans Affairs Tungsten Electronic Invoicing VA Tungsten Number is: AAA544240062 va.registration@tungsten-network.com Refer to VAAR Clause 852.232-72  PHONE: FAX:	
17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER  <input type="checkbox"/>				18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED  <input type="checkbox"/> SEE ADDENDUM			
19. ITEM NO.		20. See CONTINUATION Page SCHEDULE OF SUPPLIES/SERVICES		21. QUANTITY		22. UNIT	
				23. UNIT PRICE		24. AMOUNT	
		Biological Safety Cabinet, Laboratory, Clean Room, Primary Engineering Controls, and Pharmacy Compounding Fume Hood, Cabinet, and Closet Inspection and Certification Services for the Department of Veterans Affairs, VA Health Care System for the locations of Iowa City, Iowa and Sioux Falls, South Dakota. See Statement of Work and Price/Cost Schedule for specific requirements. Period of Performance: 11/1/2019 to 10/31/2020 and includes four (4), one-year option periods. This is a 100% SDVOSB set-aside; offerors shall be registered and verified as SDVOSB in the Department of Veterans Affairs Vendor Information Pages (VIP) database at the time of submission of offer and prior to award. Offerors shall have an active System for Award Management (SAM) registration at the time of offer and prior to award. Subcontracting limitations apply; see VAAR 852.219-10. DOL Wage Determination 2015-5369 Revision 7 dated 12/26/2019 applies to all services performed under this requirement. Evaluation of Offers: Price Alone  (Use Reverse and/or Attach Additional Sheets as Necessary)					
25. ACCOUNTING AND APPROPRIATION DATA See CONTINUATION Page 636-3600160-4208-822300-2580-0400401X1 636-20-1-4208-0001 438-3600162-1115-850300-2660-0100501X3 438-20-1-1115-0002				26. TOTAL AWARD AMOUNT (For Govt. Use Only)			
27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA  <input checked="" type="checkbox"/>				27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA  <input type="checkbox"/>			
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 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  <input type="checkbox"/>				29. AWARD OF CONTRACT: REF. OFFER DATED YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN IS ACCEPTED AS TO ITEMS:  <input type="checkbox"/>			
30a. SIGNATURE OF OFFEROR/CONTRACTOR				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)			
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)		30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) Kelly Nussbaum NCO2316L3-4591		31c. DATE SIGNED	

## Table of Contents

<b>SECTION A .....</b>	<b>1</b>
A.1 SF 1449 SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS.....	1
<b>SECTION B - CONTINUATION OF SF 1449 BLOCKS .....</b>	<b>4</b>
B.1 CONTRACT ADMINISTRATION DATA.....	4
B.2 STATEMENT OF WORK – IOWA CITY VA HEALTH CARE SYSTEM .....	6
B.3 STATEMENT OF WORK – SIOUX FALLS VA HEALTH CARE SYSTEM .....	15
B.4 PRICE/COST SCHEDULE .....	19
BASE YEAR ITEM INFORMATION .....	19
OPTION YEAR 1 ITEM INFORMATION .....	25
OPTION YEAR 2 ITEM INFORMATION .....	31
OPTION YEAR 3 ITEM INFORMATION .....	37
OPTION YEAR 4 ITEM INFORMATION .....	43
<b>SECTION C - CONTRACT CLAUSES .....</b>	<b>49</b>
C.1 52.212-4 CONTRACT TERMS AND CONDITIONS—COMMERCIAL ITEMS (OCT 2018).....	49
C.2 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999) .....	55
C.3 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000) ...	55
C.4 852.219-10 VA NOTICE OF TOTAL SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS SET-ASIDE (JUL 2019) (DEVIATION) .....	55
C.5 VAAR 852.219-74 LIMITATIONS ON SUBCONTRACTING—MONITORING AND COMPLIANCE (JUL 2018) .....	58
C.6 VAAR 852.232-72 ELECTRONIC SUBMISSION OF PAYMENT REQUESTS (NOV 2018).....	58
C.7 VAAR 852.237-70 CONTRACTOR RESPONSIBILITIES (APR 1984) .....	59
C.8 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998) .....	60
C.9 52.228-5 INSURANCE—WORK ON A GOVERNMENT INSTALLATION (JAN 1997) .....	60
C.10 SUPPLEMENTAL INSURANCE REQUIREMENTS .....	61
C.11 52.232-18 AVAILABILITY OF FUNDS (APR 1984) .....	61
C.12 52.204-13 SYSTEM FOR AWARD MANAGEMENT MAINTENANCE (OCT 2018) .....	61
C.13 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS—COMMERCIAL ITEMS (MAY 2019) .....	63
<b>SECTION D - CONTRACT DOCUMENTS, EXHIBITS, OR ATTACHMENTS .....</b>	<b>72</b>
D.1 WAGE DETERMINATION 2015-5369 REV 8 – MINNEHAHA COUNTY, SOUTH DAKOTA .....	72
D.2 WAGE DETERMINATION 2015-4984 REV 9 – JOHNSON COUNTY, IOWA .....	82
D.3 IOWA CITY IA VAHCS EQUIPMENT LISTING .....	91
D.4 SIOUX FALLS SD VAHCS EQUIPMENT LISTING .....	91
<b>SECTION E - SOLICITATION PROVISIONS.....</b>	<b>92</b>

E.1 52.212-1 INSTRUCTIONS TO OFFERORS—COMMERCIAL ITEMS (OCT 2018)	92
E.2 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)	96
E.3 52.209-7 INFORMATION REGARDING RESPONSIBILITY MATTERS (OCT 2018)	97
E.4 52.216-1 TYPE OF CONTRACT (APR 1984)	98
E.5 52.233-2 SERVICE OF PROTEST (SEP 2006)	98
E.6 VAAR 852.203-70 COMMERCIAL ADVERTISING (MAY 2018)	99
E.7 VAAR 852.233-70 PROTEST CONTENT/ALTERNATIVE DISPUTE RESOLUTION (OCT 2018)	99
E.8 VAAR 852.233-71 ALTERNATE PROTEST PROCEDURE (OCT 2018)	99
E.9 52.212-2 EVALUATION—COMMERCIAL ITEMS (OCT 2014)	100
E.10 52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS—COMMERCIAL ITEMS (OCT 2018)	101

## 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: BUSINESS NAME: \_\_\_\_\_  
DUNS: \_\_\_\_\_  
CONTACT NAME: \_\_\_\_\_  
CONTACT PHONE: \_\_\_\_\_  
CONTACT EMAIL: \_\_\_\_\_

b. GOVERNMENT: Contracting Officer 36C263 John Becker

Department of Veterans Affairs  
NETWORK 23 CONTRACTING OFFICE  
2501 W. 22nd St.  
Sioux Falls SD 57105

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

☒ 52.232-33, Payment by Electronic Funds Transfer—System For Award Management, or  
☐ 52.232-36, Payment by Third Party

3. INVOICES: Invoices shall be submitted in arrears:

a. Quarterly ☐  
b. Semi-Annually ☐  
c. Other ☒ Monthly or within 30 days after completion of service

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

Department of Veterans Affairs  
Tungsten Electronic Invoicing  
VA Tungsten Number is: AAA544240062  
va.registration@tungsten-network.com  
Refer to VAAR Clause 852.232-72

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

AMENDMENT NO	DATE

## B.2 STATEMENT OF WORK – IOWA CITY VA HEALTH CARE SYSTEM

### A.1 INTRODUCTION:

#### A1.1 Certification of Primary Engineering Controls (PEC)/Hoods

Contractor shall provide testing and certification of all the Iowa City VA Health Care System hoods either once a year (every 12 months +/- 30 days) or twice per year (every 6 months +/- 20 days) as described in the price/cost schedule. The term “Hoods” refers to all of the following: Biosafety cabinets, chemical fume hoods, research animal housing units, research animal change stations and a HEPA unit for research animal allergen control during cage changes.

#### A1.2 Certification of Primary Engineering Controls (PEC) and rooms used for Compounded Sterile Preparations (CSP)

The contractor shall also provide testing and certification of all primary engineering controls (PECs) and pharmacy compounding rooms/suites used for preparation of Compounded Sterile Preparations (CSPs). PECs include biological safety cabinets (BSCs), laminar airflow workstation (LAFW) hoods, compounding aseptic containment isolators (CACI), and compounding aseptic isolators (CAI). Testing and certification of all PECs and compounding rooms/suites will be completed in accordance with the latest version of United States Pharmacopeia (USP) Chapter <797>, and USP Chapter <800> or current guidelines.

### A.2 BACKGROUND:

The Iowa City VAHCS is required to maintain all primary engineering controls (PECs) used for staff and product protection. This requirement will describe all testing and certification activities required for all PECs and Pharmacy Compounding areas. PECs are used for personnel protection and/or product protection and must be certified to industry standards to ensure they are providing the required protection.

The Iowa City VAHCS requires standardizing testing criteria appropriate for all PECs used pursuant to current USP Chapter <797> and Chapter <800> standards using Controlled Environment Testing Association (CETA) Certified National Board of Testing (CNBT) certified individuals to establish consistent PEC certification procedures using the Certification Guide for Sterile Compounding Facilities CAG-003-2006 or current guidelines. Although USP <797> states that certification procedures “such as” those outlined CAG-003-2006 shall be performed, Veterans Affairs (VA) will be requiring that CAG-003-2006 be used in lieu of any other “such as” procedures that may exist. Testing procedures shall be maintained in compliance with all current applicable standards. CAG 001-2005 CETA Guide for the use of Compounding Aseptic Isolators in Healthcare Facilities, Revised December 8, 2008 and CAG-002-2006 CETA Compounding Isolator Testing Guide Revised December 8, 2008, or current guidelines, will also be used as the applicable standard for their respective PEC.

The United States Pharmacopeial (USP) establishes standards for cleanroom design, environmental monitoring, and competencies for the preparation, handling, and storage of CSPs. The Joint Commission (TJC) Accreditation Manual for Home Care, effective January 13, 2018, established new Medication Compounding (MC) standards for non-sterile and sterile compounded preparations which are based on USP standards. The Food and Drug Administration (FDA) has the authority to inspect VA medical facilities under the Draft Guidance on “Insanitary Conditions at Compounding Facilities” which was published in August 2016.

Certification procedures defined in CETA CAG-003-2006 shall be performed by a CETA National Board of Testing (CNBT) certified testing individual no less than every 6 months (+ or - 20 days) or whenever the PEC or room is relocated or altered or when major service to the sterile compounding facility is performed.

The Iowa City VAHCS also requires the following tasks as outlined in current USP <797> and USP <800 >.

- Monthly surface sampling of described PEC and room surfaces where pharmaceutical compounding of sterile preparations is conducted.
- Semi-annual Hazardous Drug (HD) Wipe Sampling
- A semi-annual airflow Smoke Visualization Study of each PEC under dynamic operating conditions
- 2 hours of USP797/USP800 consulting

### A.3 SCOPE OF WORK:

#### A.3.1 Primary Engineering Control Testing and Certification

##### A3.1.1 Biological Safety Cabinets (BSCs), CACI, CAI

All certification of BSC, CAI, CACI shall comply with the latest version of NSF/ANSI Standard 49 Appendix F. The contractor will immediately notify the Government Technical Representative with any results indicating failure. The unit will be marked with signage to let the user know that the unit shall not be used and contain the contact information of the Government Technical Representative. Under no circumstance will repairs be accomplished by the contractor unless specifically covered under the contract. For each BSC passing the required certification tests, the contractor will supply each unit with a certification sticker with the following information:

- Company name, address and phone number
- Unit make, model and serial number
- Report number reflecting the room certification
- Location (room number)
- Certification date
- Recertification date
- Technician signature

##### A3.1.2 Chemical Fume Hoods

All certification of Laboratory Chemical Fume hoods will comply with the latest version of ANSI/ASHRAE Standard 110. Face velocity testing and smoke visualization testing will be required; however, the tracer gas containment test using sulfur hexafluoride will not be required. The sash height achieving the required 100 fpm will be marked with a sticker designed for this purpose. A test report will be generated, and any comments or problems noted. Additionally, any fume hoods with face velocity monitors or controllers will be recalibrated to the correct velocity. The contractor will immediately notify the Government Technical Representative with any results indicating failure. The unit will be marked with signage to let the user know that the unit shall not be used and contain the contact information of the Government Technical Representative.

For each unit passing the required certification tests, the contractor will supply each unit with a certification sticker with the following information:

- Company name, address and phone number
- Unit make, model and serial number
- Report number reflecting the room certification
- Location (room number)
- Certification date
- Recertification date
- Sash height (only for fume hoods)

- The average recorded face velocity
- Technician signature

### A.3.2 CSP PEC Testing and Certification

The contractor shall test and certify each PEC according to USP <797> and <800> using certification procedures from the Controlled Environment Testing Association (CETA) Certification Guides for Sterile Compounding Facilities (CAG-003-2006), ANSI/NSF-49 and/or the CETA Applications Guide for the Use of Compounding Aseptic Isolators in Compounding Sterile Preparations in Healthcare Facilities (CAG-001-2005 Revised Dec. 8, 2008) and/or CETA Compounding Isolator Testing Guide (CAG-002-2006 Revised Dec. 8, 2008) or the equivalent. All PECs shall:

- be certified to meet ISO Class 5 or better
- maintain unidirectional airflow
- be supplied by HEPA filtered air

The list of tests, depending on CETA and manufacturer guidance for the type of PEC, includes, but is not limited to:

- Viable and non-viable particle counts
- Airflow velocity testing
- HEPA filter leak test
- Induction leak/back-streaming test
- Cabinet leak test
- In-flow velocity test to include exhaust airflow volume rate
- Surface microbial and fungal sampling
- Air microbial and fungal sampling
- Airflow Smoke pattern test under dynamic operating conditions (contractor will provide video documentation of each test to facility POCs).

Airflow smoke pattern testing will be completed in accordance with CAG-003-2006 for each pharmacy PEC initially and when changes are made to the PEC or room configuration. The testing will be video-recorded, and the contractor must have experience in collecting these videos. The facility will provide a minimum of one pharmacy technician to conduct simulated drug compounding in each PEC during the smoke visualization testing. The testing must show that first air conditions are achieved at the critical site during all compounding tasks within the respective PEC. This may mean that the contractor provides movement of the smoke source and/or multiple camera angles to ensure that each compounding task is effectively shown to be completed within an area receiving first air. It is important that the contractor recognize that this testing is beyond the typical scope of an equipment certification. These videos are to capture both the effective operation of the PEC and also the effective compounding techniques of the pharmacy staff. The contractor should understand that coordination with the pharmacy staff and management is imperative in collecting useful PEC smoke visualization videos as intended by CAG-003-2006.

A3.2.1 Laminar Flow Hoods (Laminar Airflow Workbench (LAWF), Integrated Vertical Laminar Flow Zone (IVLFW), and Biological Safety Cabinet (BSC)) must be tested and certified according to CETA CAG-003-2006 guidelines and to manufacturer's specifications. Horizontal laminar flow cabinets shall be certified according to The Institute of Environmental Sciences (IEST) RP-CC-002 Testing Laminar Air Flow Devices (to include Induction Leak/Back-streaming Test) and IEST-RP-CC034 HEPA Filter Leak Test.

Certifications for Class II Biological Safety Cabinets (BSCs) must be accomplished in accordance with the most current National Sanitation Foundation/American National Standards Institute (NSF/ANSI)



Standard 49 Class II (laminar flow). The contractor shall use a National Institute of Standards and Technology (NIST) traceable or comparable calibrated piece of equipment (calibrated within past 12 months) to perform all testing and provide copies of the calibration tests to the Government Technical Representative upon request. Confirmation of this calibration shall be listed in the final certification report.

The contractor shall report each individual face velocity reading and the average of those readings, the downstream concentration reading of the HEPA filter leak test and the results of the induction leak test and back-streaming test. Any failures shall be reported directly to the identified site point of contact(s) as soon as practicable. Any unit that fails to meet required specifications shall be clearly marked with a sign that will notify technicians that the unit is out of order until further notice.

A3.2.2 Restricted access barrier system (Compounding Aseptic Isolator (CAI), Compounding Aseptic Containment Isolator (CACI), and Isolators (i.e. PECs with a controlled workspace, transfer devices, access devices, and a decontamination system) must be certified according to CETA CAG-002-2006 and CAG-003-2006 guidelines and to manufacturer's specifications. Any unit that fails to meet required specifications shall be clearly marked with a sign that will notify technicians that the unit is out of order until further notice. In addition, any failures shall be reported directly to the site identified point(s) of contact (POC) as soon as practicable.

A.3.3 All CSP Facilities must be tested and certified in accordance to ISO 14644-1 Classifications of Air Cleanliness, CETA CAG-03-2006 and CETA CAG-009-00 specifications. The contractor will provide comprehensive cleanroom testing and certification services with frequency required by most current USP <797> standards and USP <800>. Test equipment used for certification will be clean, in good working order and calibrated on a calibration frequency not to exceed 12 months or more frequently if recommended by the manufacturer. Calibration certificates should be provided upon request by the facility POC for all calibrated test equipment. USP Compliance Testing for Cleanrooms and Controlled Environment certification will include but is not limited to the following:

- Non-Viable Particle Counting under dynamic operating conditions
- Viable / Microbial and Fungal Air Testing
- Viable / Microbial and Fungal Surface Testing
- Airflow Volume Measurements
- Air Velocity Profile
- Room Air Exchange Rates
- Room Pressure Measurement (in water columns)
- In-Place Leak Testing of HEPA Filters
- Temperature, Relative Humidity Measurements
- Smoke test under dynamic conditions

#### A3.3.1 Viable and Non-viable Particle Counts

For the PECs, viable and non-viable particle counts samples will be collected. Viable samples will be collected for each device (both bacterial and fungal) for the air and surface in accordance with USP <797> and <800>. Viable microbial and fungal air and surface sampling will also be required for each room where CSPs are made.

#### A.3.3.2 Air Changes per Hour

The contractor shall calculate the total room volume for each buffer, ante room, and hazardous drug storage room. A sketch of the room with dimensions, exhaust/supply diffuser locations and equipment locations shall be included in the report. The report provided will specify flow rates detailing returns and supply that were obtained during the testing. The contractor shall calculate air changes per hour

(ACPH) for each buffer, ante room, segregated compounding area (SCA) and HD storage room and include their findings in the report. In the event that a room does not meet USP<797> or USP <800> requirements for ACPH the identified site POC(s) shall be informed immediately.

#### A.3.3.3 Pressure Requirements

The contractor shall include in their report differential pressure readings from each buffer/ante room to all surrounding areas as well as the static pressure of the hazardous drug SCA. The report shall indicate whether the room is required to be a negative or positive pressure room per USP<797> (or USP <800> when applicable). The contractor shall report all pressures to an accuracy of 0.0001" water column (4 decimal places). Pressure differentials will be reflected on a report showing the sketch of the room(s).

#### A.3.3.4 Viable Environmental Sampling

- The contractor shall perform viable environmental (air) sampling every 6 months for fungi and bacteria using high volume impaction samplers to conduct the sampling.
- In addition, semi-annual viable environmental surface sampling of classified areas will be performed. This includes the hazardous and non-hazardous buffer rooms, the ante room and each segregated compounding area. When conducted, surface sampling must be performed at the end of the compounding activities or shift, but before the area has been cleaned and disinfected.
  - The interior of the PEC and the equipment contained in it
  - Staging or work area(s) near the PEC
  - Frequently touched surfaces
  - Pass-through chamber(s)
- Air sampling: A sufficient volume of air (1000 liters) shall be tested at each location in order to maximize sensitivity. Samples of less than 1000 liters will not be acceptable.
- Surface Sampling: The contractor shall perform surface samples for bacteria using Tryptic Soy Agar (TSA) contact plates and Malt Extract Agar (MEA) or Sab DEX contact plates for sampling of fungi. Surface sampling must be performed at the end of the compounding activities or shift, but before the area has been cleaned and disinfected.
- The lab chosen to analyze the samples must be verified prior to testing and be certified.

#### A.3.3.5 Environmental Wipe Sampling for Hazardous Drug Residue

The contractor will perform environmental wipe sampling for hazardous drug surface residue semi-annually (e.g. every 6 months). The kits used to complete wipe sampling must be verified prior to use to ensure the method and reagent used have been tested to recover a specific percentage of known marker drugs. Retesting, if required to mitigate any contamination found over a locally established action level, will be done by the Iowa City VAHCS.

The drugs required for testing include:

- Cyclophosphamide
- Doxorubicin HCL
- Etoposide
- Irinotecan HCL
- Paclitaxel
- Cisplatin
- Carboplatin
- Oxaliplatin
- 5-Fluorouracil
- Platinum-containing drugs

- Additional Drugs
  - Additional drugs may be requested based upon identified need per site.
  - Upon identified need, the applicable site will work directly with the contractor where additional cost will be clarified and agreed upon by both parties prior to testing.

A total of 30 surface samples will be completed per certification. Surface sampling will include the areas listed on the attached spreadsheet.

- Interior of PEC and equipment contained in it (i.e. camera).
- Pass-through chambers
- Surfaces in staging or work areas near PEC
- Areas adjacent to PECs (e.g. floors directly under C-PEC, staging, and dispensing area)
- Areas immediately outside the hazardous drug buffer room or C-SCA
- Patient administration areas

#### A.3.3.6 Nonviable Particle Testing

The contractor shall perform environmental nonviable particle testing semiannually (e.g. every 6 months). The contractor shall derive the minimum number of sampling locations using Annex A in the ISO 14644-1.2 standard. Testing shall be performed by qualified operators using current, state-of-the-art electronic equipment with results per USP797, Section 4.1.

#### A.3.3.7. Report Requirements:

The following information shall be included in the report for clean room certification. Pass/Fail notifications should be included on a per-test basis where applicable.

Reports to include at a minimum:

- Environmental sampling reports will contain both the quantitative number of bacterial/fungal isolates as well as the species grown.
- The identification of highly pathogenic microorganisms will be highlighted in the report.
- Action level for ISO area tested
- Executive summary or summary of findings.
- Room number and/or location
- Room type (e.g. oncology prep room)
- Type of PEC certified
- Serial number of the equipment certified
- Building Asset number of the equipment certified
- Date and time samples are collected, and particle counts tested
- Name of Technician collecting the samples
- Date of next required certification
- Standards used to test room or equipment
- Comments indicating when dynamic operating conditions were used
- Notes
- Room sketch (location of supply/exhaust diffusers, equipment, room dimensions)
- Sketch identifying location of each sample obtained
- Total room area and volume
- Room humidity and temp
- Room air changes per hour
- Pressure differentials in water columns
- Nonviable particle counts (CFU's), action level for target ISO level
- Viable particle count analysis

- Sketch of viable particle test location in room
- Viable sample results (CFU's), action level
- Certificates of analysis of media used
- Comments indicating when dynamic operating conditions were used

#### A.3.3.8 Report Distribution

The contractor will immediately notify the Government Technical Representative with any results indicating failure. A formalized written report including all required aspects specified in this Statement of Work will be provided in a timely manner with receipt by identified points of contact no more than 21 days from certification evaluation.

All completed reports will be provided via email to Government Technical Representative. Contractor will be notified by the facility of any updates to identified points of contact list on an as needed basis.

#### A3.3.9 Testing Frequency:

- Certification procedures for Pharmaceutical Compounding Areas defined in CETA CAG-003-2006 and other references CETA documents, shall be performed by a CETA National Board of Testing (CNBT) certified testing individual no less than every 6 months (+ or – 20 days) or whenever the PEC or room is relocated or altered or when major service to the sterile compounding facility is performed.
- Environmental sampling (air and surface) will be completed semi-annually (every 6 months + or – 20 days), or more frequently if required to assess corrective actions associated with prior negative results. More frequent testing may be required should USP standards change during the performance period or option year(s).
- An airflow smoke pattern test under dynamic operating conditions initially and every 6 months per USP 797.
- Environmental wipe sampling for hazardous drug residue will be performed every 6 months, or more frequently if required to verify containment for those facilities who opt to perform this testing as part of their hazardous drug sterile compounding quality assurance activities.
- Monthly surface sampling in areas where CSA prepared.
- Class II Biological Safety Cabinets will be certified semi-annually or annually per the equipment/task list.
- 2 hours of consulting time per year.

#### A3.3.10 Additional trip charges

If additional testing, troubleshooting, adjustment or repair is required, the contractor shall provide for 4 additional service visits each contract year. These additional site visits will only be utilized at the request of the Government Technical Representative. The additional site visit line item shall include all costs associated with travel, per diem, lodging, mileage, movement/shipping of equipment, overnight pay or any other costs the contractor may incur in visiting the facility outside of the normal semiannual visits. The cost must cover a site visit which may exceed a single work day (depending on the additional work required).

#### A3.3.11 Test equipment and contractor standards

All test equipment will be supplied by the contractor and must be calibrated within the last 12 months to an industry standard and manufacturer specifications. Calibration certification letters for equipment must be kept with the contractor technician for review by the Government Technical Representative at the time of inspection, if needed. All technicians performing the work must be qualified by education and experience. At least one technician performing the work in areas where CSP are prepared must be Controlled Environment Testing Association (CETA) certified and registered as required by VHA Directive

1108.12 ([https://vaww.va.gov/vhapublications/ViewPublication.asp?pub\\_ID=8151](https://vaww.va.gov/vhapublications/ViewPublication.asp?pub_ID=8151)). A copy of this publication can be requested from the VA Technical Representative.

## STATEMENT OF WORK PART B – SUPPORTING INFORMATION

### B.1 Place of Performance and Logistics:

The Iowa City VA Health Care System contains equipment and facilities for CSP at locations listed on the attached list. These locations are all in Iowa City or Coralville, Iowa. The Government Technical Representative will be the primary contact for this contract. This person is the Facility Industrial Hygienist who is located in Building 2, Room 203. They can be contacted at (319) 338-0581 Extension 6843 to discuss certification/inspection inquiries. Inspections must be scheduled with the Government Technical Representative at least two (2) weeks in advance. This is to notify all personnel using the equipment/facilities well in advance to allow their workflow to be adjusted and enable the equipment and/or rooms to be available for certification procedures.

#### B.1.A. Required Services and Equipment List.

See IOWA CITY VAHCS EQUIPMENT LISTING ATTACHMENT for a detailed list of equipment and tasks required. This attachment contains a detailed equipment/task list for Pharmacy/CSP areas, a detailed equipment list for non-pharmacy equipment, a hazardous drug wipe sampling plan in all areas using or compounding hazardous drugs, a plan for monthly surface sampling for microbial and fungal contamination in CSP areas.

B.2 Period of Performance: See Price/Cost Schedule for performance periods.

### B.3 Special Considerations:

#### B.3.1 Contractor Furnished Materials:

- All materials and tools to complete the work identified.
- Contractor to ensure all staff that perform on-site testing arrive wearing non-shedding clothing.
- All equipment will be stored and transported by the contractor in a manner that maintains cleanliness of equipment and introduces minimal micro-organisms into the clean environments being tested. All equipment will be wiped/cleaned prior to taking into clean testing environments.

#### B.3.2 Qualifications/References:

- All contractor performed certifications must be signed by an NSF 49 certified technician.
- All cleanroom performance testing must be supervised by a technician with a CETA National Board of Testing (CNBT) certification. The CETA-certified technician must be onsite and working within the clean room areas while testing is being conducted. Supervision or oversight from a different location is not allowed.
- Laboratory shall be American Industrial Hygiene Association (AIHA) accredited for all USP<797> viable sampling analysis.
- For Hazardous Drug wipe sampling, Laboratory shall be AIHA accredited.

#### B.3.3 Additional Considerations

The Contractor or Contractor's Representative shall contact the Government Technical Representative to schedule work and prior to the beginning of work. Scheduling of work will be at the direction of the Government Technical Representative to ensure services are incorporated into current facility certification cycles.

The Government Technical Representative will provide the contractor with additional facility specific procedures which include: check in and check out procedures; contractor badging requirements; parking procedures; and any additional facility specific procedures. The contractor will be expected to adhere to

those procedures. Services are to be performed during the hours between 8:00 AM and 4:00 PM Central Standard Time (CST), Monday through Friday, excluding federal holidays. Due to the workload of the pharmacy during business hours, the contractor may need to work after 4:00 PM CST to accommodate the compounding schedule at the pharmacy.

## B.3 STATEMENT OF WORK – SIOUX FALLS VA HEALTH CARE SYSTEM

The Contractor shall furnish all labor, equipment, transportation, permits, testing and incidentals necessary for the performance of the work specified in this Statement of Work.

**I: Background-** The Sioux Falls VA Medical Center (SFVAMC) in Sioux Falls, SD is seeking services to test, repair and certify a variety of pharmacy equipment, pharmacy clean rooms, and laboratory equipment on an annual and semiannual basis.

### Annual Inspection and Certification of Research Laboratory and Podiatry

Research: Biological Safety Cabinets (2), Fume Hoods (7), Animal Bedding Disposal Station (1), Animal Cage Changing Station (1), Animal Cage Rack (2)

Podiatry: Fume Hood (1)

### Semiannual Inspection and Certification of Pharmacy and Clinical Laboratory

Pharmacy: Biological Safety Cabinets (5), Clean Room Testing Compounding Rooms (3), Cleanroom Testing Ante room (2), Verify Engineering Controls in Containment Segregated Compounding Area Room (2), Containment Ventilated Enclosure (CVE) for Nonsterile Compounding (1), Hazardous Drug (HD) Storage/Nonsterile HD Compounding Room (1), HD Receiving Room (1).

Clinical Laboratory: Biological Safety Cabinets (3), Fume Hoods (1), Grossing Station (1)

## **II: Contractor Qualifications**

Contractor that meets the following specifications:

- All Biological Safety Cabinet (BSC) certifications must be signed by a National Sanitation Foundation (NSF) 49 certified technician.
- All United States Pharmacopeia (USP) certification work must be performed by a Controlled Environment Testing Association (CETA) Registered Cleanroom Certification Professional for Sterile Compounding Facility.

## **III: Testing and certifying standards**

Biological Safety Cabinet and Laminar Airflow Workstation Testing and Certification.

BSC's must be tested to NSF 49 (2106), USP <797>/<800> and manufacturer testing protocols. The contractor shall certify all Class II biosafety cabinets using NSF/American National Standards Institute (ANSI) 49, Annex F and manufacturer testing protocols. The contractor shall provide NSF 49 (2106), USP <797>/<800> and NSF/ANSI 49, Annex F documents. All equipment used to certify biological safety cabinets shall have National Institute of Standards and Technology (NIST) traceable or comparable calibration certification. Any unit that fails to meet NSF 49 criteria shall be clearly marked with a sign that will notify technicians that the unit is out of order until further notice. Additionally, all BSC's used for pharmaceutical compounding must be certified to USP <797> and USP <800> testing requirements to include viable and non-viable particle testing.

Laminar Airflow Workstation's (LAFW's) must be tested to IEST RP-CC-002.3 and manufacturer testing protocols. The contractor shall provide IEST RP-CC-002.3 documents. Any unit that fails to meet the testing criteria shall be clearly marked with a sign that will notify technicians that the unit is out of order until further notice.

Animal changing stations and grossing stations must be tested to the manufacturer's requirements.

For each unit passing the required certification tests, the contractor shall supply each unit with a certification sticker with the following information:

BSC's, Animal Cage Changing & Bedding Disposal Stations, Grossing Stations and LAFWs:

- Company name and address
- Unit make, model and serial number
- Report number
- Location (room number)
- Certification date
- Recertification date
- Technician signature

#### Chemical Fume Hood Testing and Certification.

The contractor shall test and certify each fume hood to manufacturer's specifications as well as The American Conference of Government Industrial Hygienists (ACGIH) or American Society of Heating, Refrigeration, and Air-Conditioning Engineers (ASHRAE) 110 testing requirements. The contractor shall provide ACGIH and ASHRAE 110 documents. Tests shall include: face velocity test, airflow smoke pattern test and low flow alarm test. In the event that the fume hood has an Air Flow Monitor (AFM) or Air Flow Controller (AFC), the contractor shall confirm the unit is calibrated. If it is not calibrated appropriately, the contractor shall calibrate the AFM or AFC. The contractor shall use NIST traceable or comparable calibrated equipment to calculate the face velocity. The contractor shall report each individual face velocity reading and the average of those readings, pass/fail grade for the airflow smoke pattern test and low flow alarm test. Any failures shall be reported directly to the VA Technical Representative. For each unit passing the required certification tests, the contractor will supply each unit with a certification sticker with the following information:

- Chemical Fume Hoods:
- Company name and address
- Average face velocity
- Report number
- Safe sash height
- Location (room number)
- Certification date
- Recertification date
- Technician signature

For any unit that fails to pass required certification tests, the VA Technical Representative shall be notified immediately so that arrangement for repairs can be made. The contractor shall mark each failing unit or room with signage that states this unit is out of service until further notice.

#### **IV: USP<797> and USP <800> Testing for Pharmacy Clean Rooms**

##### HEPA Filter Leak Test

The contractor shall perform a proper High Efficiency Particulate Air (HEPA) filter leak test of the room air supply HEPA filters. An aerosol photometer with linear or expanded logarithmic scale shall be used. The instrument shall be capable of indicating 100% upstream concentration with a minimum aerosol concentration of 10µg/L of polyalphaolefin (PAO) particles, or an equivalent fluid that provides the same particle size distribution. It shall also be capable of detecting an aerosol concentration in the downstream equal to  $10^{-5}$  of the upstream concentration of the same particles. The sampling rate of air shall be 1 ft<sup>3</sup>/min. Probe area shall have a maximum open area of 1.7 in<sup>2</sup> and a minimum dimension of 0.50 in.

An aerosol generator of the Laskin nozzle type shall be used to create an aerosol by flowing air through liquid PAO or equivalent substitute. When a Laskin nozzle generator is used, the compressed air supplied to the generator should be adjusted to a minimum of 23 psi.



The contractor shall calculate the upstream concentration and locate a point to introduce aerosol that will allow for adequate mixing.

#### Air Changes per Hour

The contractor shall calculate the total room volume for each buffer and ante room. A sketch of the room with dimensions, exhaust/supply diffuser locations, particle count (both viable and non-viable) locations and equipment locations shall be included in the report. The contractor shall calculate Air Changes Per Hour (ACPH) for each buffer and ante room and include the findings in the report. The negative pressure segregated compounding areas or drug storage areas shall all be tested for air changes per hour. In the event that a room does not meet USP<797> or USP <800> requirements for ACPH, the VA Technical Representative shall be informed immediately.

#### Pressure Requirements

The contractor shall include in their report differential pressure reading from each buffer/ante room to all surrounding areas. The report shall indicate whether the room is required to be a negative or positive pressure room per USP<797>/<800>. The contractor shall report all pressures to an accuracy of four decimal places (i.e., "0.0001").

#### Viable Environmental Sampling

The contractor shall perform viable environmental sampling semiannually (e.g. every 6 months) for fungi and bacteria using high volume sampling pumps capable of achieving and maintaining the required minimum flow rate of 28 liters per minute and impaction samplers to conduct the sampling. A minimum of 1,000 liters of air shall be tested at each location in order to maximize sensitivity. The contractor shall perform surface samples for bacteria using Tryptic Soy Agar (TSA) contact plates and Malt Extract Agar (MEA) or Sabouraud Dextrose (Sab Dex) contact plates for sampling of fungi. Both bacteria and fungi surface samples will also be collected within each space. Any laboratory results equal to or greater than the action level will require notification of the VA Technical Representative immediately upon receipt of results.

#### Nonviable Particle Testing

The contractor shall perform environmental nonviable particle testing semiannually (e.g. every 6 months). The contractor shall derive the minimum number of sampling locations using Annex A in the International Standards Organization (ISO)/Draft International Standards (DIS) 14644-1.2 standard. The contractor shall be responsible for supplying Annex A in the ISO/DIS 14644-1.2 standard. Testing shall be performed by qualified operators using current, state-of-the-art electronic equipment with results of the following:

- ISO Class 5: not more than 3520 particles 0.5 µm and larger size per cubic meter of air for any LAFW and BSC.
- ISO Class 7: not more than 352,000 particles 0.5 µm and larger size per cubic meter of air for any buffer area or ante area providing access to negative pressure buffer room (setting found in satellite pharmacy)
- ISO Class 8: not more than 3,520,000 particles 0.5 µm and larger size per cubic meter of air for any ante area providing access to positive pressure buffer room only (setting found in main pharmacy)

#### Report Requirements

All of the following information shall be included in the report for clean room certification. Pass/Fail notifications shall be included on a per test basis where applicable.

- Room number and/or location
- Room type (e.g. oncology buffer room)

- Date of testing
- Date of next required certification
- Standards used to test room
- Notes
- Room sketch (location of supply/exhaust diffusers, equipment, room dimensions)
- Total room area and volume
- Room humidity and temp
- Air changes per hour
- Pressure differential
- Nonviable particle counts
- Viable particle count analysis
- Photo of viable particle test location in room (both surface and air sample locations)
- Video of smoke testing performed in area(s)
- Copy of lab report
- Findings and recommendations

The contractor shall include 2 extra site visits each contract year in order to accommodate recertification requirements and/or repairs. Under no circumstance will repairs be accomplished by the contractor unless specifically covered under the contract.

Required Services and Equipment List. See SIOUX FALLS VAHCS EQUIPMENT LISTING ATTACHMENT for a detailed list of equipment and tasks required.

**B.4 PRICE/COST SCHEDULE****BASE YEAR ITEM INFORMATION**

ITEM NUMBER	DESCRIPTION OF SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
<b>0001</b>	IOWA CITY VAHCS Environmental Testing and Certification Services for the Iowa City VA Health Care System, 601 Highway 6 West, Iowa City, IA 52246. Contractor shall provide testing and certification as required for the following: Biological Safety Cabinets, Laminar Airflow Workstations, Chemical Fume Hoods, Compounding Aseptic Containment Isolators, Compounding Aseptic Isolators, Research Animal Housing Units, Research Animal Change Stations, HEPA Units, Primary Engineering Controls, and Pharmacy Compounding Rooms/Suites. Services to include surface sampling, hazardous drug wipe sampling, and USP797/USP800 consulting. Contract Period: Base POP Begin: 11-01-2019 POP End: 10-31-2020				
<b>0001AA</b>	Barrier Isolator/Glovebox (CACI or CAI), vented units Semi Annual CACI BW110C Contract Period: Base POP Begin: 11-01-2019 POP End: 10-31-2020	2.00	EA		
<b>0001AB</b>	Barrier Isolator/Glovebox (CACI or CAI), non-vented units Semi Annual CAI 4W120 Contract Period: Base POP Begin: 11-01-2019 POP End: 10-31-2020	2.00	EA		
<b>0001AC</b>	Class II Biological Safety Cabinet (BSC) Semi Annual 8W19A (Qty2), 8W19C (Qty 2), 4W120, BS04G, BW110C (7 Units) Contract Period: Base POP Begin: 11-01-2019 POP End: 10-31-2020	14.00	EA		
<b>0001AD</b>	Clean Room HEPA Filter Test (per filter) Semi Annual 8W19A (Qty2), 8W19B, 8W19C (4 Units) Contract Period: Base POP Begin: 11-01-2019 POP End: 10-31-2020	8.00	EA		
<b>0001AE</b>	Clean room suite certification per USP797 and USP800 Specifications (ACPH, Pressure Relationships, Nonviable air	6.00	EA		

ITEM NUMBER	DESCRIPTION OF SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	sampling etc.) for ISO Class 7 spaces Semi Annual 8W19A, 8W19C, 8W19B (3 Units) Contract Period: Base POP Begin: 11-01-2019 POP End: 10-31-2020				
<b>0001AF</b>	Room certification for Segregated compounding areas (SCA) spaces & new hazardous drug storage area - Pressure differential, 12 ACPH Semi Annual BW110C, 4W120, BS04G, 8W19D (4 Units) Contract Period: Base POP Begin: 11-01-2019 POP End: 10-31-2020	8.00	EA		
<b>0001AG</b>	Viable Air and Surface sampling in PECs and Rooms for fungal and microbial contamination Semi Annual 8W19A, 8W19APEC (Qty 2), 8W19B, 8W19C, 8W19C PEC (Qty 2), 4W120, 4W120 Laminar Workstation, 4W120 CAI, BW110C, BW110C Isolator, BW110C BSC, BS04G, BS04G PEC (15 Units) Contract Period: Base POP Begin: 11-01-2019 POP End: 10-31-2020	30.00	EA		
<b>0001AH</b>	USP-797 / USP-800 Consulting per hour Semi Annual Contract Period: Base POP Begin: 11-01-2019 POP End: 10-31-2020	2.00	HR		
<b>0001AJ</b>	Plates, lab fees for monthly surface sampling. (PEC, Camera, Cart, 2 passthroughs). ICVAHCS staff will conduct the surface sampling and send plates to the lab. Once a Month See equipment/task list- 25 samples. ICVAHCS Staff would conduct the monthly sampling for the 10 months and send to lab. Contract would allow purchase of the plates and send to site. Contactor conduct sampling on the months they are here. Contract Period: Base POP Begin: 11-01-2019 POP End: 10-31-2020	12.00	EA		
<b>0001AK</b>	Wipe Test (Hazardous material traces) Semi Annual See equipment/task list - 30 samples. 3 kits needed each time (10 samples per kit). ICVAHCS staff will conduct wipe tests and send them to the lab. Contract would allow purchase of the kit monthly and send to site. Any remediation & follow-up wipe testing would be paid for and done by ICVAHCS. Contract Period: Base	2.00	EA		

ITEM NUMBER	DESCRIPTION OF SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	POP Begin: 11-01-2019 POP End: 10-31-2020				
<b>0001AL</b>	Smoke Visualization study for each PEC Semi Annual 8W19A (Qty 2), 8W19C (Qty 2), 4W120 CAI, 4W120 Laminar Workstation, BW110C CACI, BW110C BSC, BS04G (9 Units) Contract Period: Base POP Begin: 11-01-2019 POP End: 10-31-2020	18.00	EA		
<b>0001AM</b>	Smoke Visualization study for each Room Semi Annual 8W18A, 8W19C, 4W120, BW110C, BS04G (5 Units) Contract Period: Base POP Begin: 11-01-2019 POP End: 10-31-2020	10.00	EA		
<b>0001AN</b>	Class II Biological Safety Cabinet (BSC) Yearly See attached list, 36 exist now but added 4 to contract so have money when Research adds a BSC (40 Units) Contract Period: Base POP Begin: 11-01-2019 POP End: 10-31-2020	40.00	EA		
<b>0001AP</b>	Biological Safety Cabinet (BSC) Semi Annual BW119A Contract Period: Base POP Begin: 11-01-2019 POP End: 10-31-2020	2.00	EA		
<b>0001AQ</b>	Fume Hood Yearly (19 Units) Contract Period: Base POP Begin: 11-01-2019 POP End: 10-31-2020	19.00	EA		
<b>0001AR</b>	Research Animal Housing Unit Yearly (18 Units) Contract Period: Base POP Begin: 11-01-2019 POP End: 10-31-2020	18.00	EA		
<b>0001AS</b>	Research Animal change station Yearly (8 Units) Contract Period: Base POP Begin: 11-01-2019 POP End: 10-31-2020	8.00	EA		
<b>0001AT</b>		1.00	EA		

ITEM NUMBER	DESCRIPTION OF SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	Hepa filtration Biobubble Yearly (1 Unit) Contract Period: Base POP Begin: 11-01-2019 POP End: 10-31-2020				
<b>0001AU</b>	Trip Charge Contract Period: Base POP Begin: 11-01-2019 POP End: 10-31-2020	8.00	EA		
<b>0002</b>	SIOUX FALLS VAHCS Inspection and Certification Service for the Sioux Falls VA Health Care System 2501 W. 22nd Street, Sioux Falls, SD 57105. Contract Period: Base POP Begin: 11-01-2019 POP End: 10-31-2020				
<b>0002AA</b>	Certification Service Company Mobilization Contract Period: Base POP Begin: 11-01-2019 POP End: 10-31-2020	2.00	EA		
<b>0002AB</b>	Certification of BSC Contract Period: Base POP Begin: 11-01-2019 POP End: 10-31-2020	20.00	EA		
<b>0002AC</b>	Certification of Fume Hoods Contract Period: Base POP Begin: 11-01-2019 POP End: 10-31-2020	10.00	EA		
<b>0002AD</b>	Certification of Cage Rack Contract Period: Base POP Begin: 11-01-2019 POP End: 10-31-2020	3.00	EA		
<b>0002AE</b>	Certification of Bedding Disposal Station Contract Period: Base POP Begin: 11-01-2019 POP End: 10-31-2020	1.00	EA		
<b>0002AF</b>		1.00	EA		

ITEM NUMBER	DESCRIPTION OF SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	Certification of Grossing Station Contract Period: Base POP Begin: 11-01-2019 POP End: 10-31-2020				
<b>0002AG</b>	Certification of HEPA Contract Period: Base POP Begin: 11-01-2019 POP End: 10-31-2020	10.00	EA		
<b>0002AH</b>	Certification of Room Contract Period: Base POP Begin: 11-01-2019 POP End: 10-31-2020	8.00	EA		
<b>0002AJ</b>	Certification of CVE Contract Period: Base POP Begin: 11-01-2019 POP End: 10-31-2020	1.00	EA		
<b>0002AK</b>	Certification of LAFW Contract Period: Base POP Begin: 11-01-2019 POP End: 10-31-2020	1.00	EA		
<b>0002AL</b>	HEPA Filter Leak Test Contract Period: Base POP Begin: 11-01-2019 POP End: 10-31-2020	4.00	EA		
<b>0002AM</b>	Cleanroom Testing Compounding Rooms Contract Period: Base POP Begin: 11-01-2019 POP End: 10-31-2020	4.00	EA		
<b>0002AN</b>	Cleanroom Testing Ante Room Contract Period: Base POP Begin: 11-01-2019 POP End: 10-31-2020	2.00	EA		
<b>0002AP</b>	Environmental Sampling Contract Period: Base POP Begin: 11-01-2019	6.00	EA		

ITEM NUMBER	DESCRIPTION OF SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
POP End: 10-31-2020					
<b>0002AQ</b>	Bacterial Air Sampling Contract Period: Base POP Begin: 11-01-2019 POP End: 10-31-2020	12.00	EA	_____	_____
<b>0002AR</b>	Fungal Air Sampling Contract Period: Base POP Begin: 11-01-2019 POP End: 10-31-2020	12.00	EA	_____	_____
<b>0002AS</b>	Bacterial - Fungal Surface Sampling Contract Period: Base POP Begin: 11-01-2019 POP End: 10-31-2020	20.00	EA	_____	_____
<b>0002AT</b>	Smoke Visualization Test with Video Contract Period: Base POP Begin: 11-01-2019 POP End: 10-31-2020	4.00	EA	_____	_____
				<b>BASE YEAR TOTAL</b>	_____



## OPTION YEAR 1 ITEM INFORMATION

ITEM NUMBER	DESCRIPTION OF SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
<b>1001</b>	IOWA CITY VAHCS Environmental Testing and Certification Services for the Iowa City VA Health Care System, 601 Highway 6 West, Iowa City, IA 52246. Contractor shall provide testing and certification as required for the following: Biological Safety Cabinets, Laminar Airflow Workstations, Chemical Fume Hoods, Compounding Aseptic Containment Isolators, Compounding Aseptic Isolators, Research Animal Housing Units, Research Animal Change Stations, HEPA Units, Primary Engineering Controls, and Pharmacy Compounding Rooms/Suites. Services to include surface sampling, hazardous drug wipe sampling, and USP797/USP800 consulting. Contract Period: Option 1 POP Begin: 11-01-2020 POP End: 10-31-2021	0.00	YR		
<b>1001AA</b>	Barrier Isolator/Glovebox (CACI or CAI), vented units Semi Annual CACI BW110C Contract Period: Option 1 POP Begin: 11-01-2020 POP End: 10-31-2021	2.00	EA		
<b>1001AB</b>	Barrier Isolator/Glovebox (CACI or CAI), non-vented units Semi Annual CAI 4W120 Contract Period: Option 1 POP Begin: 11-01-2020 POP End: 10-31-2021	2.00	EA		
<b>1001AC</b>	Class II Biological Safety Cabinet (BSC) Semi Annual 8W19A (Qty2), 8W19C (Qty 2), 4W120, BS04G, BW110C (7 Units) Contract Period: Option 1 POP Begin: 11-01-2020 POP End: 10-31-2021	14.00	EA		
<b>1001AD</b>	Clean Room HEPA Filter Test (per filter) Semi Annual 8W19A (Qty2), 8W19B, 8W19C (4 Units) Contract Period: Option 1 POP Begin: 11-01-2020 POP End: 10-31-2021	8.00	EA		
<b>1001AE</b>	Clean room suite certification per USP797 and USP800 Specifications (ACPH, Pressure Relationships, Nonviable air sampling etc.) for ISO Class 7 spaces Semi Annual 8W19A, 8W19C, 8W19B (3 Units) Contract Period: Option 1	6.00	EA		

ITEM NUMBER	DESCRIPTION OF SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	POP Begin: 11-01-2020 POP End: 10-31-2021				
<b>1001AF</b>	Room certification for Segregated compounding areas (SCA) spaces & new hazardous drug storage area - Pressure differential, 12 ACPH Semi Annual BW110C, 4W120, BS04G, 8W19D (4 Units) Contract Period: Option 1 POP Begin: 11-01-2020 POP End: 10-31-2021	8.00	EA		
<b>1001AG</b>	Viable Air and Surface sampling in PECs and Rooms for fungal and microbial contamination Semi Annual 8W19A, 8W19APEC (Qty 2), 8W19B, 8W19C, 8W19C PEC (Qty 2), 4W120, 4W120 Laminar Workstation, 4W120 CAI, BW110C, BW110C Isolator , BW110C BSC, BS04G, BS04G PEC (15 Units) Contract Period: Option 1 POP Begin: 11-01-2020 POP End: 10-31-2021	30.00	EA		
<b>1001AH</b>	USP-797 / USP-800 Consulting per hour Semi Annual Contract Period: Option 1 POP Begin: 11-01-2020 POP End: 10-31-2021	2.00	HR		
<b>1001AJ</b>	Plates, lab fees for monthly surface sampling. (PEC, Camera, Cart, 2 passthroughs). ICVAHCS staff will conduct the surface sampling and send plates to the lab. Once a Month See equipment/task list- 25 samples. ICVAHCS Staff would conduct the monthly sampling for the 10 months and send to lab. Contract would allow purchase of the plates and send to site. Contactor conduct sampling on the months they are here. Contract Period: Option 1 POP Begin: 11-01-2020 POP End: 10-31-2021	12.00	EA		
<b>1001AK</b>	Wipe Test (Hazardous material traces) Semi Annual See equipment/task list - 30 samples. 3 kits needed each time (10 samples per kit). ICVAHCS staff will conduct wipe tests and send them to the lab. Contract would allow purchase of the kit monthly and send to site. Any remediation & follow-up wipe testing would be paid for and done by ICVAHCS. Contract Period: Option 1 POP Begin: 11-01-2020 POP End: 10-31-2021	2.00	EA		

ITEM NUMBER	DESCRIPTION OF SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
<b>1001AL</b>	Smoke Visualization study for each PEC Semi Annual 8W19A(Qty 2), 8W19C (Qty 2), 4W120 CAI, 4W120 Laminar Workstation, BW110C CACI, BW110C BSC, BS04G (9 Units) Contract Period: Option 1 POP Begin: 11-01-2020 POP End: 10-31-2021	18.00	EA		
<b>1001AM</b>	Smoke Visualization study for each Room Semi Annual 8W18A, 8W19C, 4W120, BW110C, BS04G (5 Units) Contract Period: Option 1 POP Begin: 11-01-2020 POP End: 10-31-2021	10.00	EA		
<b>1001AN</b>	Class II Biological Safety Cabinet (BSC) Yearly See attached list, 36 exist now but added 4 to contract so have money when Research adds a BSC (40 Units) Contract Period: Option 1 POP Begin: 11-01-2020 POP End: 10-31-2021	40.00	EA		
<b>1001AP</b>	Biological Safety Cabinet (BSC) Semi Annual BW119A Contract Period: Option 1 POP Begin: 11-01-2020 POP End: 10-31-2021	2.00	EA		
<b>1001AQ</b>	Fume Hood Yearly (19 Units) Contract Period: Option 1 POP Begin: 11-01-2020 POP End: 10-31-2021	19.00	EA		
<b>1001AR</b>	Research Animal Housing Unit Yearly (18 Units) Contract Period: Option 1 POP Begin: 11-01-2020 POP End: 10-31-2021	18.00	EA		
<b>1001AS</b>	Research Animal change station Yearly (8 Units) Contract Period: Option 1 POP Begin: 11-01-2020 POP End: 10-31-2021	8.00	EA		
<b>1001AT</b>	Hepa filtration Biobubble Yearly (1 Unit) Contract Period: Option 1 POP Begin: 11-01-2020	1.00	EA		

ITEM NUMBER	DESCRIPTION OF SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	POP End: 10-31-2021				
<b>1001AU</b>	Trip Charge Contract Period: Option 1 POP Begin: 11-01-2020 POP End: 10-31-2021	8.00	EA		
<b>1002</b>	SIOUX FALLS VAHCS Inspection and Certification Service for the Sioux Falls VA Health Care System 2501 W. 22nd Street, Sioux Falls, SD 57105. Contract Period: Option 1 POP Begin: 11-01-2020 POP End: 10-31-2021				
<b>1002AA</b>	Certification Service Company Mobilization Contract Period: Option 1 POP Begin: 11-01-2020 POP End: 10-31-2021	2.00	EA		
<b>1002AB</b>	Certification of BSC Contract Period: Option 1 POP Begin: 11-01-2020 POP End: 10-31-2021	20.00	EA		
<b>1002AC</b>	Certification of Fume Hoods Contract Period: Option 1 POP Begin: 11-01-2020 POP End: 10-31-2021	10.00	EA		
<b>1002AD</b>	Certification of Cage Rack Contract Period: Option 1 POP Begin: 11-01-2020 POP End: 10-31-2021	3.00	EA		
<b>1002AE</b>	Certification of Bedding Disposal Station Contract Period: Option 1 POP Begin: 11-01-2020 POP End: 10-31-2021	1.00	EA		
<b>1002AF</b>	Certification of Grossing Station Contract Period: Option 1 POP Begin: 11-01-2020	1.00	EA		

ITEM NUMBER	DESCRIPTION OF SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
POP End: 10-31-2021					
<b>1002AG</b>	Certification of HEPA Contract Period: Option 1 POP Begin: 11-01-2020 POP End: 10-31-2021	10.00	EA		
<b>1002AH</b>	Certification of Room Contract Period: Option 1 POP Begin: 11-01-2020 POP End: 10-31-2021	8.00	EA		
<b>1002AJ</b>	Certification of CVE Contract Period: Option 1 POP Begin: 11-01-2020 POP End: 10-31-2021	1.00	EA		
<b>1002AK</b>	Certification of LAFW Contract Period: Option 1 POP Begin: 11-01-2020 POP End: 10-31-2021	1.00	EA		
<b>1002AL</b>	HEPA Filter Leak Test Contract Period: Option 1 POP Begin: 11-01-2020 POP End: 10-31-2021	4.00	EA		
<b>1002AM</b>	Cleanroom Testing Compounding Rooms Contract Period: Option 1 POP Begin: 11-01-2020 POP End: 10-31-2021	4.00	EA		
<b>1002AN</b>	Cleanroom Testing Ante Room Contract Period: Option 1 POP Begin: 11-01-2020 POP End: 10-31-2021	2.00	EA		
<b>1002AP</b>	Environmental Sampling Contract Period: Option 1 POP Begin: 11-01-2020 POP End: 10-31-2021	6.00	EA		
<b>1002AQ</b>		12.00	EA		

ITEM NUMBER	DESCRIPTION OF SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	Bacterial Air Sampling Contract Period: Option 1 POP Begin: 11-01-2020 POP End: 10-31-2021				
<b>1002AR</b>	Fungal Air Sampling Contract Period: Option 1 POP Begin: 11-01-2020 POP End: 10-31-2021	12.00	EA		
<b>1002AS</b>	Bacterial - Fungal Surface Sampling Contract Period: Option 1 POP Begin: 11-01-2020 POP End: 10-31-2021	20.00	EA		
<b>1002AT</b>	Smoke Visualization Test with Video Contract Period: Option 1 POP Begin: 11-01-2020 POP End: 10-31-2021	4.00	EA		
				<b>OPTION YEAR 1 TOTAL</b>	

## OPTION YEAR 2 ITEM INFORMATION

ITEM NUMBER	DESCRIPTION OF SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
<b>2001</b>	IOWA CITY VAHCS Environmental Testing and Certification Services for the Iowa City VA Health Care System, 601 Highway 6 West, Iowa City, IA 52246. Contractor shall provide testing and certification as required for the following: Biological Safety Cabinets, Laminar Airflow Workstations, Chemical Fume Hoods, Compounding Aseptic Containment Isolators, Compounding Aseptic Isolators, Research Animal Housing Units, Research Animal Change Stations, HEPA Units, Primary Engineering Controls, and Pharmacy Compounding Rooms/Suites. Services to include surface sampling, hazardous drug wipe sampling, and USP797/USP800 consulting. Contract Period: Option 2 POP Begin: 11-01-2021 POP End: 10-31-2022				
<b>2001AA</b>	Barrier Isolator/Glovebox (CACI or CAI), vented units Semi Annual CACI BW110C Contract Period: Option 2 POP Begin: 11-01-2021 POP End: 10-31-2022	2.00	EA		
<b>2001AB</b>	Barrier Isolator/Glovebox (CACI or CAI), non-vented units Semi Annual CAI 4W120 Contract Period: Option 2 POP Begin: 11-01-2021 POP End: 10-31-2022	2.00	EA		
<b>2001AC</b>	Class II Biological Safety Cabinet (BSC) Semi Annual 8W19A (Qty2), 8W19C (Qty 2), 4W120, BS04G, BW110C (7 Units) Contract Period: Option 2 POP Begin: 11-01-2021 POP End: 10-31-2022	14.00	EA		
<b>2001AD</b>	Clean Room HEPA Filter Test (per filter) Semi Annual 8W19A (Qty2), 8W19B, 8W19C (4 Units) Contract Period: Option 2 POP Begin: 11-01-2021 POP End: 10-31-2022	8.00	EA		
<b>2001AE</b>	Clean room suite certification per USP797 and USP800 Specifications (ACPH, Pressure Relationships, Nonviable air sampling etc.) for ISO Class 7 spaces Semi Annual 8W19A, 8W19C, 8W19B (3 Units) Contract Period: Option 2	6.00	EA		

ITEM NUMBER	DESCRIPTION OF SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	POP Begin: 11-01-2021 POP End: 10-31-2022				
<b>2001AF</b>	Room certification for Segregated compounding areas (SCA) spaces & new hazardous drug storage area - Pressure differential, 12 ACPH Semi Annual BW110C, 4W120, BS04G, 8W19D (4 Units) Contract Period: Option 2 POP Begin: 11-01-2021 POP End: 10-31-2022	8.00	EA		
<b>2001AG</b>	Viable Air and Surface sampling in PECs and Rooms for fungal and microbial contamination Semi Annual 8W19A, 8W19APEC (Qty 2), 8W19B, 8W19C, 8W19C PEC (Qty 2), 4W120, 4W120 Laminar Workstation, 4W120 CAI, BW110C, BW110C Isolator , BW110C BSC, BS04G, BS04G PEC (15 Units) Contract Period: Option 2 POP Begin: 11-01-2021 POP End: 10-31-2022	30.00	EA		
<b>2001AH</b>	USP-797 / USP-800 Consulting per hour Semi Annual Contract Period: Option 2 POP Begin: 11-01-2021 POP End: 10-31-2022	2.00	HR		
<b>2001AJ</b>	Plates, lab fees for monthly surface sampling. (PEC, Camera, Cart, 2 passthroughs). ICVAHCS staff will conduct the surface sampling and send plates to the lab. Once a Month See equipment/task list- 25 samples. ICVAHCS Staff would conduct the monthly sampling for the 10 months and send to lab. Contract would allow purchase of the plates and send to site. Contactor conduct sampling on the months they are here. Contract Period: Option 2 POP Begin: 11-01-2021 POP End: 10-31-2022	12.00	EA		
<b>2001AK</b>	Wipe Test (Hazardous material traces) Semi Annual See equipment/task list - 30 samples. 3 kits needed each time (10 samples per kit). ICVAHCS staff will conduct wipe tests and send them to the lab. Contract would allow purchase of the kit monthly and send to site. Any remediation & follow-up wipe testing would be paid for and done by ICVAHCS. Contract Period: Option 2 POP Begin: 11-01-2021 POP End: 10-31-2022	2.00	EA		



ITEM NUMBER	DESCRIPTION OF SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
<b>2001AL</b>	Smoke Visualization study for each PEC Semi Annual 8W19A(Qty 2), 8W19C (Qty 2), 4W120 CAI, 4W120 Laminar Workstation, BW110C CACI, BW110C BSC, BS04G (9 Units) Contract Period: Option 2 POP Begin: 11-01-2021 POP End: 10-31-2022	18.00	EA		
<b>2001AM</b>	Smoke Visualization study for each Room Semi Annual 8W18A, 8W19C, 4W120, BW110C, BS04G (5 Units) Contract Period: Option 2 POP Begin: 11-01-2021 POP End: 10-31-2022	10.00	EA		
<b>2001AN</b>	Class II Biological Safety Cabinet (BSC) Yearly See attached list, 36 exist now but added 4 to contract so have money when Research adds a BSC (40 Units) Contract Period: Option 2 POP Begin: 11-01-2021 POP End: 10-31-2022	40.00	EA		
<b>2001AP</b>	Biological Safety Cabinet (BSC) Semi Annual BW119A Contract Period: Option 2 POP Begin: 11-01-2021 POP End: 10-31-2022	2.00	EA		
<b>2001AQ</b>	Fume Hood Yearly (19 Units) Contract Period: Option 2 POP Begin: 11-01-2021 POP End: 10-31-2022	19.00	EA		
<b>2001AR</b>	Research Animal Housing Unit Yearly (18 Units) Contract Period: Option 2 POP Begin: 11-01-2021 POP End: 10-31-2022	18.00	EA		
<b>2001AS</b>	Research Animal change station Yearly (8 Units) Contract Period: Option 2 POP Begin: 11-01-2021 POP End: 10-31-2022	8.00	EA		
<b>2001AT</b>	Hepa filtration Biobubble Yearly (1 Unit) Contract Period: Option 2 POP Begin: 11-01-2021	1.00	EA		

ITEM NUMBER	DESCRIPTION OF SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
POP End: 10-31-2022					
<b>2001AU</b>	Trip Charge Contract Period: Option 2 POP Begin: 11-01-2021 POP End: 10-31-2022	8.00	EA		
<b>2002</b>	SIOUX FALLS VAHCS Inspection and Certification Service for the Sioux Falls VA Health Care System 2501 W. 22nd Street, Sioux Falls, SD 57105. Contract Period: Option 2 POP Begin: 11-01-2021 POP End: 10-31-2022				
<b>2002AA</b>	Certification Service Company Mobilization Contract Period: Option 2 POP Begin: 11-01-2021 POP End: 10-31-2022	2.00	EA		
<b>2002AB</b>	Certification of BSC Contract Period: Option 2 POP Begin: 11-01-2021 POP End: 10-31-2022	20.00	EA		
<b>2002AC</b>	Certification of Fume Hoods Contract Period: Option 2 POP Begin: 11-01-2021 POP End: 10-31-2022	10.00	EA		
<b>2002AD</b>	Certification of Cage Rack Contract Period: Option 2 POP Begin: 11-01-2021 POP End: 10-31-2022	3.00	EA		
<b>2002AE</b>	Certification of Bedding Disposal Station Contract Period: Option 2 POP Begin: 11-01-2021 POP End: 10-31-2022	1.00	EA		
<b>2002AF</b>	Certification of Grossing Station Contract Period: Option 2 POP Begin: 11-01-2021 POP End: 10-31-2022	1.00	EA		

ITEM NUMBER	DESCRIPTION OF SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
<b>2002AG</b>	Certification of HEPA Contract Period: Option 2 POP Begin: 11-01-2021 POP End: 10-31-2022	10.00	EA		
<b>2002AH</b>	Certification of Room Contract Period: Option 2 POP Begin: 11-01-2021 POP End: 10-31-2022	8.00	EA		
<b>2002AJ</b>	Certification of CVE Contract Period: Option 2 POP Begin: 11-01-2021 POP End: 10-31-2022	1.00	EA		
<b>2002AK</b>	Certification of LAFW Contract Period: Option 2 POP Begin: 11-01-2021 POP End: 10-31-2022	1.00	EA		
<b>2002AL</b>	HEPA Filter Leak Test Contract Period: Option 2 POP Begin: 11-01-2021 POP End: 10-31-2022	4.00	EA		
<b>2002AM</b>	Cleanroom Testing Compounding Rooms Contract Period: Option 2 POP Begin: 11-01-2021 POP End: 10-31-2022	4.00	EA		
<b>2002AN</b>	Cleanroom Testing Ante Room Contract Period: Option 2 POP Begin: 11-01-2021 POP End: 10-31-2022	2.00	EA		
<b>2002AP</b>	Environmental Sampling Contract Period: Option 2 POP Begin: 11-01-2021 POP End: 10-31-2022	6.00	EA		
<b>2002AQ</b>	Bacterial Air Sampling Contract Period: Option 2	12.00	EA		

ITEM NUMBER	DESCRIPTION OF SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	POP Begin: 11-01-2021 POP End: 10-31-2022				
<b>2002AR</b>	Fungal Air Sampling Contract Period: Option 2 POP Begin: 11-01-2021 POP End: 10-31-2022	12.00	EA		
<b>2002AS</b>	Bacterial - Fungal Surface Sampling Contract Period: Option 2 POP Begin: 11-01-2021 POP End: 10-31-2022	20.00	EA		
<b>2002AT</b>	Smoke Visualization Test with Video Contract Period: Option 2 POP Begin: 11-01-2021 POP End: 10-31-2022	4.00	EA		
				<b>OPTION YEAR 2 TOTAL</b>	

## OPTION YEAR 3 ITEM INFORMATION

ITEM NUMBER	DESCRIPTION OF SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
<b>3001</b>	IOWA CITY VAHCS Environmental Testing and Certification Services for the Iowa City VA Health Care System, 601 Highway 6 West, Iowa City, IA 52246. Contractor shall provide testing and certification as required for the following: Biological Safety Cabinets, Laminar Airflow Workstations, Chemical Fume Hoods, Compounding Aseptic Containment Isolators, Compounding Aseptic Isolators, Research Animal Housing Units, Research Animal Change Stations, HEPA Units, Primary Engineering Controls, and Pharmacy Compounding Rooms/Suites. Services to include surface sampling, hazardous drug wipe sampling, and USP797/USP800 consulting. Contract Period: Option 3 POP Begin: 11-01-2022 POP End: 10-31-2023				
<b>3001AA</b>	Barrier Isolator/Glovebox (CACI or CAI), vented units Semi Annual CACI BW110C Contract Period: Option 3 POP Begin: 11-01-2022 POP End: 10-31-2023	2.00	EA		
<b>3001AB</b>	Barrier Isolator/Glovebox (CACI or CAI), non-vented units Semi Annual CAI 4W120 Contract Period: Option 3 POP Begin: 11-01-2022 POP End: 10-31-2023	2.00	EA		
<b>3001AC</b>	Class II Biological Safety Cabinet (BSC) Semi Annual 8W19A (Qty2), 8W19C (Qty 2), 4W120, BS04G, BW110C (7 Units) Contract Period: Option 3 POP Begin: 11-01-2022 POP End: 10-31-2023	14.00	EA		
<b>3001AD</b>	Clean Room HEPA Filter Test (per filter) Semi Annual 8W19A (Qty2), 8W19B, 8W19C (4 Units) Contract Period: Option 3 POP Begin: 11-01-2022 POP End: 10-31-2023	8.00	EA		
<b>3001AE</b>	Clean room suite certification per USP797 and USP800 Specifications (ACPH, Pressure Relationships, Nonviable air sampling etc.) for ISO Class 7 spaces Semi Annual 8W19A, 8W19C, 8W19B (3 Units) Contract Period: Option 3	6.00	EA		

ITEM NUMBER	DESCRIPTION OF SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	POP Begin: 11-01-2022 POP End: 10-31-2023				
<b>3001AF</b>	Room certification for Segregated compounding areas (SCA) spaces & new hazardous drug storage area - Pressure differential, 12 ACPH Semi Annual BW110C, 4W120, BS04G, 8W19D (4 Units) Contract Period: Option 3 POP Begin: 11-01-2022 POP End: 10-31-2023	8.00	EA		
<b>3001AG</b>	Viable Air and Surface sampling in PECs and Rooms for fungal and microbial contamination Semi Annual 8W19A, 8W19APEC (Qty 2), 8W19B, 8W19C, 8W19C PEC (Qty 2), 4W120, 4W120 Laminar Workstation, 4W120 CAI, BW110C, BW110C Isolator , BW110C BSC, BS04G, BS04G PEC (15 Units) Contract Period: Option 3 POP Begin: 11-01-2022 POP End: 10-31-2023	30.00	EA		
<b>3001AH</b>	USP-797 / USP-800 Consulting per hour Semi Annual Contract Period: Option 3 POP Begin: 11-01-2022 POP End: 10-31-2023	2.00	HR		
<b>3001AJ</b>	Plates, lab fees for monthly surface sampling. (PEC, Camera, Cart, 2 passthroughs). ICVAHCS staff will conduct the surface sampling and send plates to the lab. Once a Month See equipment/task list- 25 samples. ICVAHCS Staff would conduct the monthly sampling for the 10 months and send to lab. Contract would allow purchase of the plates and send to site. Contactor conduct sampling on the months they are here. Contract Period: Option 3 POP Begin: 11-01-2022 POP End: 10-31-2023	12.00	EA		
<b>3001AK</b>	Wipe Test (Hazardous material traces) Semi Annual See equipment/task list - 30 samples. 3 kits needed each time (10 samples per kit). ICVAHCS staff will conduct wipe tests and send them to the lab. Contract would allow purchase of the kit monthly and send to site. Any remediation & follow-up wipe testing would be paid for and done by ICVAHCS. Contract Period: Option 3 POP Begin: 11-01-2022 POP End: 10-31-2023	2.00	EA		

ITEM NUMBER	DESCRIPTION OF SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
<b>3001AL</b>	Smoke Visualization study for each PEC Semi Annual 8W19A(Qty 2), 8W19C (Qty 2), 4W120 CAI, 4W120 Laminar Workstation, BW110C CACI, BW110C BSC, BS04G (9 Units) Contract Period: Option 3 POP Begin: 11-01-2022 POP End: 10-31-2023	18.00	EA		
<b>3001AM</b>	Smoke Visualization study for each Room Semi Annual 8W18A, 8W19C, 4W120, BW110C, BS04G (5 Units) Contract Period: Option 3 POP Begin: 11-01-2022 POP End: 10-31-2023	10.00	EA		
<b>3001AN</b>	Class II Biological Safety Cabinet (BSC) Yearly See attached list, 36 exist now but added 4 to contract so have money when Research adds a BSC (40 Units) Contract Period: Option 3 POP Begin: 11-01-2022 POP End: 10-31-2023	40.00	EA		
<b>3001AP</b>	Biological Safety Cabinet (BSC) Semi Annual BW119A Contract Period: Option 3 POP Begin: 11-01-2022 POP End: 10-31-2023	2.00	EA		
<b>3001AQ</b>	Fume Hood Yearly (19 Units) Contract Period: Option 3 POP Begin: 11-01-2022 POP End: 10-31-2023	19.00	EA		
<b>3001AR</b>	Research Animal Housing Unit Yearly (18 Units) Contract Period: Option 3 POP Begin: 11-01-2022 POP End: 10-31-2023	18.00	EA		
<b>3001AS</b>	Research Animal change station Yearly (8 Units) Contract Period: Option 3 POP Begin: 11-01-2022 POP End: 10-31-2023	8.00	EA		
<b>3001AT</b>	Hepa filtration Biobubble Yearly (1 Unit) Contract Period: Option 3 POP Begin: 11-01-2022	1.00	EA		

ITEM NUMBER	DESCRIPTION OF SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
POP End: 10-31-2023					
<b>3001AU</b>	Trip Charge Contract Period: Option 3 POP Begin: 11-01-2022 POP End: 10-31-2023	8.00	EA		
<b>3002</b>	SIOUX FALLS VAHCS Inspection and Certification Service for the Sioux Falls VA Health Care System 2501 W. 22nd Street, Sioux Falls, SD 57105. Contract Period: Option 3 POP Begin: 11-01-2022 POP End: 10-31-2023				
<b>3002AA</b>	Certification Service Company Mobilization Contract Period: Option 3 POP Begin: 11-01-2022 POP End: 10-31-2023	2.00	EA		
<b>3002AB</b>	Certification of BSC Contract Period: Option 3 POP Begin: 11-01-2022 POP End: 10-31-2023	20.00	EA		
<b>3002AC</b>	Certification of Fume Hoods Contract Period: Option 3 POP Begin: 11-01-2022 POP End: 10-31-2023	10.00	EA		
<b>3002AD</b>	Certification of Cage Rack Contract Period: Option 3 POP Begin: 11-01-2022 POP End: 10-31-2023	3.00	EA		
<b>3002AE</b>	Certification of Bedding Disposal Station Contract Period: Option 3 POP Begin: 11-01-2022 POP End: 10-31-2023	1.00	EA		
<b>3002AF</b>	Certification of Grossing Station Contract Period: Option 3 POP Begin: 11-01-2022 POP End: 10-31-2023	1.00	EA		



ITEM NUMBER	DESCRIPTION OF SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
<b>3002AG</b>	Certification of HEPA Contract Period: Option 3 POP Begin: 11-01-2022 POP End: 10-31-2023	10.00	EA		
<b>3002AH</b>	Certification of Room Contract Period: Option 3 POP Begin: 11-01-2022 POP End: 10-31-2023	8.00	EA		
<b>3002AJ</b>	Certification of CVE Contract Period: Option 3 POP Begin: 11-01-2022 POP End: 10-31-2023	1.00	EA		
<b>3002AK</b>	Certification of LAFW Contract Period: Option 3 POP Begin: 11-01-2022 POP End: 10-31-2023	1.00	EA		
<b>3002AL</b>	HEPA Filter Leak Test Contract Period: Option 3 POP Begin: 11-01-2022 POP End: 10-31-2023	4.00	EA		
<b>3002AM</b>	Cleanroom Testing Compounding Rooms Contract Period: Option 3 POP Begin: 11-01-2022 POP End: 10-31-2023	4.00	EA		
<b>3002AN</b>	Cleanroom Testing Ante Room Contract Period: Option 3 POP Begin: 11-01-2022 POP End: 10-31-2023	2.00	EA		
<b>3002AP</b>	Environmental Sampling Contract Period: Option 3 POP Begin: 11-01-2022 POP End: 10-31-2023	6.00	EA		
<b>3002AQ</b>	Bacterial Air Sampling Contract Period: Option 3	12.00	EA		

ITEM NUMBER	DESCRIPTION OF SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	POP Begin: 11-01-2022 POP End: 10-31-2023				
<b>3002AR</b>	Fungal Air Sampling Contract Period: Option 3 POP Begin: 11-01-2022 POP End: 10-31-2023	12.00	EA	_____	_____
<b>3002AS</b>	Bacterial - Fungal Surface Sampling Contract Period: Option 3 POP Begin: 11-01-2022 POP End: 10-31-2023	20.00	EA	_____	_____
<b>3002AT</b>	Smoke Visualization Test with Video Contract Period: Option 3 POP Begin: 11-01-2022 POP End: 10-31-2023	4.00	EA	_____	_____
				<b>OPTION YEAR 3 TOTAL</b> _____	

## OPTION YEAR 4 ITEM INFORMATION

<b>4001</b>	<b>IOWA CITY VAHCS</b>		
	Environmental Testing and Certification Services for the Iowa City VA Health Care System, 601 Highway 6 West, Iowa City, IA 52246. Contractor shall provide testing and certification as required for the following: Biological Safety Cabinets, Laminar Airflow Workstations, Chemical Fume Hoods, Compounding Aseptic Containment Isolators, Compounding Aseptic Isolators, Research Animal Housing Units, Research Animal Change Stations, HEPA Units, Primary Engineering Controls, and Pharmacy Compounding Rooms/Suites. Services to include surface sampling, hazardous drug wipe sampling, and USP797/USP800 consulting. Contract Period: Option 4 POP Begin: 11-01-2023 POP End: 10-31-2024		
<b>4001AA</b>	2.00 EA		
	Barrier Isolator/Glovebox (CACI or CAI), vented units Semi Annual CACI BW110C Contract Period: Option 4 POP Begin: 11-01-2023 POP End: 10-31-2024		
<b>4001AB</b>	2.00 EA		
	Barrier Isolator/Glovebox (CACI or CAI), non-vented units Semi Annual CAI 4W120 Contract Period: Option 4 POP Begin: 11-01-2023 POP End: 10-31-2024		
<b>4001AC</b>	14.00 EA		
	Class II Biological Safety Cabinet (BSC) Semi Annual 8W19A (Qty2), 8W19C (Qty 2), 4W120, BS04G, BW110C (7 Units) Contract Period: Option 4 POP Begin: 11-01-2023 POP End: 10-31-2024		
<b>4001AD</b>	8.00 EA		
	Clean Room HEPA Filter Test (per filter) Semi Annual 8W19A (Qty2), 8W19B, 8W19C (4 Units) Contract Period: Option 4 POP Begin: 11-01-2023 POP End: 10-31-2024		
<b>4001AE</b>	6.00 EA		
	Clean room suite certification per USP797 and USP800 Specifications (ACPH, Pressure Relationships, Nonviable air sampling etc.) for ISO Class 7 spaces Semi Annual 8W19A, 8W19C, 8W19B (3 Units) Contract Period: Option 4 POP Begin: 11-01-2023		

POP End: 10-31-2024		
<b>4001AF</b>	8.00 EA	
Room certification for Segregated compounding areas (SCA) spaces & new hazardous drug storage area - Pressure differential, 12 ACPH Semi Annual BW110C, 4W120, BS04G, 8W19D (4 Units) Contract Period: Option 4 POP Begin: 11-01-2023 POP End: 10-31-2024		
<b>4001AG</b>	30.00 EA	
Viable Air and Surface sampling in PECs and Rooms for fungal and microbial contamination Semi Annual 8W19A, 8W19APEC (Qty 2), 8W19B, 8W19C, 8W19C PEC (Qty 2), 4W120, 4W120 Laminar Workstation, 4W120 CAI, BW110C, BW110C Isolator , BW110C BSC, BS04G, BS04G PEC (15 Units) Contract Period: Option 4 POP Begin: 11-01-2023 POP End: 10-31-2024		
<b>4001AH</b>	2.00 HR	
USP-797 / USP-800 Consulting per hour Semi Annual Contract Period: Option 4 POP Begin: 11-01-2023 POP End: 10-31-2024		
<b>4001AJ</b>	12.00 EA	
Plates, lab fees for monthly surface sampling. (PEC, Camera, Cart, 2 passthroughs). ICVAHCS staff will conduct the surface sampling and send plates to the lab. Once a Month See equipment/task list- 25 samples. ICVAHCS Staff would conduct the monthly sampling for the 10 months and send to lab. Contract would allow purchase of the plates and send to site. Contactor conduct sampling on the months they are here. Contract Period: Option 4 POP Begin: 11-01-2023 POP End: 10-31-2024		
<b>4001AK</b>	2.00 EA	
Wipe Test (Hazardous material traces) Semi Annual See equipment/task list - 30 samples. 3 kits needed each time (10 samples per kit). ICVAHCS staff will conduct wipe tests and send them to the lab. Contract would allow purchase of the kit monthly and send to site. Any remediation & follow-up wipe testing would be paid for and done by ICVAHCS. Contract Period: Option 4 POP Begin: 11-01-2023 POP End: 10-31-2024		
<b>4001AL</b>	18.00 EA	
Smoke Visualization study for each PEC Semi Annual 8W19A(Qty 2), 8W19C (Qty 2), 4W120 CAI, 4W120 Laminar		

			Workstation, BW110C CACI, BW110C BSC, BS04G (9 Units) Contract Period: Option 4 POP Begin: 11-01-2023 POP End: 10-31-2024		
<b>4001AM</b>	10.00	EA	Smoke Visualization study for each Room Semi Annual 8W18A, 8W19C, 4W120, BW110C, BS04G (5 Units) Contract Period: Option 4 POP Begin: 11-01-2023 POP End: 10-31-2024		
<b>4001AN</b>	40.00	EA	Class II Biological Safety Cabinet (BSC) Yearly See attached list, 36 exist now but added 4 to contract so have money when Research adds a BSC (40 Units) Contract Period: Option 4 POP Begin: 11-01-2023 POP End: 10-31-2024		
<b>4001AP</b>	2.00	EA	Biological Safety Cabinet (BSC) Semi Annual BW119A Contract Period: Option 4 POP Begin: 11-01-2023 POP End: 10-31-2024		
<b>4001AQ</b>	19.00	EA	Fume Hood Yearly (19 Units) Contract Period: Option 4 POP Begin: 11-01-2023 POP End: 10-31-2024		
<b>4001AR</b>	18.00	EA	Research Animal Housing Unit Yearly (18 Units) Contract Period: Option 4 POP Begin: 11-01-2023 POP End: 10-31-2024		
<b>4001AS</b>	8.00	EA	Research Animal change station Yearly (8 Units) Contract Period: Option 4 POP Begin: 11-01-2023 POP End: 10-31-2024		
<b>4001AT</b>	1.00	EA	Hepa filtration Biobubble Yearly (1 Unit) Contract Period: Option 4 POP Begin: 11-01-2023 POP End: 10-31-2024		
<b>4001AU</b>	8.00	EA	Trip Charge Contract Period: Option 4		

	POP Begin: 11-01-2023 POP End: 10-31-2024		
<b>4002</b>	<b>SIOUX FALLS</b> <b>VAHCS</b> Inspection and Certification Service for the Sioux Falls VA Health Care System 2501 W. 22nd Street, Sioux Falls, SD 57105. Contract Period: Option 4 POP Begin: 11-01-2023 POP End: 10-31-2024		
<b>4002AA</b>	2.00 EA Certification Service Company Mobilization Contract Period: Option 4 POP Begin: 11-01-2023 POP End: 10-31-2024	_____	_____
<b>4002AB</b>	20.00 EA Certification of BSC Contract Period: Option 4 POP Begin: 11-01-2023 POP End: 10-31-2024	_____	_____
<b>4002AC</b>	10.00 EA Certification of Fume Hoods Contract Period: Option 4 POP Begin: 11-01-2023 POP End: 10-31-2024	_____	_____
<b>4002AD</b>	3.00 EA Certification of Cage Rack Contract Period: Option 4 POP Begin: 11-01-2023 POP End: 10-31-2024	_____	_____
<b>4002AE</b>	1.00 EA Certification of Bedding Disposal Station Contract Period: Option 4 POP Begin: 11-01-2023 POP End: 10-31-2024	_____	_____
<b>4002AF</b>	1.00 EA Certification of Grossing Station Contract Period: Option 4 POP Begin: 11-01-2023 POP End: 10-31-2024	_____	_____
<b>4002AG</b>	10.00 EA Certification of HEPA Contract Period: Option 4 POP Begin: 11-01-2023 POP End: 10-31-2024	_____	_____

<b>4002AH</b>	8.00	EA	_____	_____
Certification of Room Contract Period: Option 4 POP Begin: 11-01-2023 POP End: 10-31-2024				
<b>4002AJ</b>	1.00	EA	_____	_____
Certification of CVE Contract Period: Option 4 POP Begin: 11-01-2023 POP End: 10-31-2024				
<b>4002AK</b>	1.00	EA	_____	_____
Certification of LAFW Contract Period: Option 4 POP Begin: 11-01-2023 POP End: 10-31-2024				
<b>4002AL</b>	4.00	EA	_____	_____
HEPA Filter Leak Test Contract Period: Option 4 POP Begin: 11-01-2023 POP End: 10-31-2024				
<b>4002AM</b>	4.00	EA	_____	_____
Cleanroom Testing Compounding Rooms Contract Period: Option 4 POP Begin: 11-01-2023 POP End: 10-31-2024				
<b>4002AN</b>	2.00	EA	_____	_____
Cleanroom Testing Ante Room Contract Period: Option 4 POP Begin: 11-01-2023 POP End: 10-31-2024				
<b>4002AP</b>	6.00	EA	_____	_____
Environmental Sampling Contract Period: Option 4 POP Begin: 11-01-2023 POP End: 10-31-2024				
<b>4002AQ</b>	12.00	EA	_____	_____
Bacterial Air Sampling Contract Period: Option 4 POP Begin: 11-01-2023 POP End: 10-31-2024				
<b>4002AR</b>	12.00	EA	_____	_____
Fungal Air Sampling Contract Period: Option 4 POP Begin: 11-01-2023				

POP End: 10-31-2024			
<b>4002AS</b>	20.00	EA	
Bacterial - Fungal Surface Sampling			
Contract Period: Option 4			
POP Begin: 11-01-2023			
POP End: 10-31-2024			
<b>4002AT</b>	4.00	EA	
Smoke Visualization Test with Video			
Contract Period: Option 4			
POP Begin: 11-01-2023			
POP End: 10-31-2024			
<b>OPTION YEAR 4 TOTAL</b>			

**BASE YEAR TOTAL:** \_\_\_\_\_

**OPTION YEAR 1 TOTAL:** \_\_\_\_\_

**OPTION YEAR 2 TOTAL:** \_\_\_\_\_

**OPTION YEAR 3 TOTAL:** \_\_\_\_\_

**OPTION YEAR 4 TOTAL:** \_\_\_\_\_

**TOTAL OF BASE AND ALL OPTIONS:** \_\_\_\_\_



## 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 fifteen (15) calendar days prior to contract expiration.

(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 fifteen (15) calendar days prior to contract expiration; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least sixty (60) calendar 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.4 852.219-10 VA NOTICE OF TOTAL SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS SET-ASIDE (JUL 2019) (DEVIATION)**

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

(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 802.101, 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 part 74 and is so listed in the Vendor Information Pages (VIP) database (<https://www.vip.vetbiz.va.gov>); and

(v) The business will comply with VAAR subpart 819.70 and Small Business Administration (SBA) regulations regarding small business size and government contracting programs at 13 CFR part 121 and 125, including the nonmanufacturer rule and limitations on subcontracting requirements in 13 CFR 121.406 and 125.6, provided that any reference therein to a service-disabled veteran-owned small business concern (SDVO SBC), is to be construed to apply to a VA verified and VIP-listed SDVOSB. The nonmanufacturer rule and the limitations on subcontracting apply to all SDVOSB and VOSB set-asides and sole source contracts.

(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 eligible service-disabled veteran-owned small business concerns. Only VIP-listed service-disabled veteran-owned small business concerns (SDVOSBs) may submit offers in response to this solicitation. Offers received from concerns that are not VIP-listed service-disabled veteran-owned small business concerns shall not be considered.

(2) Any award resulting from this solicitation shall be made to a VIP-listed service-disabled veteran-owned small business concern that meets the size standard for the applicable NAICS code.

(c) *Representation.* By submitting an offer, the prospective contractor represents that it is an eligible SDVOSB as defined in this clause, 38 CFR part 74, and VAAR subpart 819.70. Pursuant to 38 U.S.C. 8127(e), only VIP-listed SDVOSBs are considered eligible. Therefore, any reference in 13 CFR part 121 and 125 to a service-disabled veteran-owned small business concern (SDVO SBC), is to be construed to apply to a VA verified and VIP-listed SDVOSB and only such concern(s) qualify as similarly situated. The offeror must also be eligible at the time of award.

(d) *Agreement.* When awarded a contract (see FAR 2.101, Definitions), including orders under multiple-award contracts, or a subcontract, an SDVOSB agrees that in the performance of the contract, the SDVOSB shall comply with requirements in VAAR subpart 819.70 and SBA regulations on small business size and government contracting programs at 13 CFR part 121 and 125, including the nonmanufacturer rule and limitations on subcontracting requirements in 13 CFR part 121.406 and



125.6, provided that for purposes of the limitations on subcontracting, only VIP-listed SDVOSBs shall be considered eligible and/or “similarly situated” (i.e., a firm that has the same small business program status as the prime contractor). An independent contractor shall be considered a subcontractor. An otherwise eligible firm further agrees to the following:

(1) *Services*. In the case of a contract for services (except construction), it will not pay more than 50% of the amount paid by the government to it to firms that are not VIP-listed SDVOSBs.

(2) *Supplies or products*.

(i) In the case of a contract for supplies or products (other than from a nonmanufacturer of such supplies), it will not pay more than 50% of the amount paid by the government to it to firms that are not VIP-listed SDVOSBs.

(ii) In the case of a contract for supplies from a nonmanufacturer, it will supply the product of a domestic small business manufacturer or processor, unless a waiver as described in 13 CFR 121.406(b)(5) is granted.

(3) *General construction*. In the case of a contract for general construction, it will not pay more than 85% of the amount paid by the government to it to firms that are not VIP-listed SDVOSBs.

(4) *Special trade contractors*. In the case of a contract for special trade contractors, it will not pay more than 75% of the amount paid by the government to it to firms that are not VIP-listed SDVOSBs.

(5) *Subcontracting*. Any work that a VIP-listed SDVOSB subcontractor further subcontracts will count towards the percent of subcontract amount that cannot be exceeded. For supply or construction contracts, cost of materials is excluded and not considered to be subcontracted. For mixed contracts and additional limitations, refer to 13 CFR 125.6.

(e) *Joint ventures*. A joint venture may be considered an SDVOSB if the joint venture is listed in VIP and complies with the requirements in 13 CFR 125.18(b), provided that any reference therein to service-disabled veteran-owned small business concern or SDVO SBC, is to be construed to mean a VIP-listed SDVOSB. A joint venture agrees that, in the performance of the contract, the applicable percentage specified in paragraph (d) of this clause will be performed by the aggregate of the joint venture participants.

(f) *Precedence*. For any inconsistencies between the requirements of the SBA program for service-disabled veteran-owned small business concerns and the VA Veterans First Contracting Program, as defined in VAAR subpart 819.70 and this clause, the VA Veterans First Contracting Program requirements have precedence.

(End of clause)

## **C.5 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.6 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.7 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 Iowa and South Dakota. 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.8 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)

<b><u>FAR</u></b> <b><u>Number</u></b>	<b><u>Title</u></b>	<b><u>Date</u></b>
52.204-4	PRINTED OR COPIED DOUBLE-SIDED ON POSTCONSUMER FIBER CONTENT PAPER	MAY 2011

## **C.9 52.228-5 INSURANCE—WORK ON A GOVERNMENT INSTALLATION (JAN 1997)**

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

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

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

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

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

(End of Clause)

## C.10 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.11 52.232-18 AVAILABILITY OF FUNDS (APR 1984)

Funds are not presently available for this contract. The Government's obligation under this contract is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise until funds are made available to the Contracting Officer for this contract and until the Contractor receives notice of such availability, to be confirmed in writing by the Contracting Officer.

(End of Clause)

## C.12 52.204-13 SYSTEM FOR AWARD MANAGEMENT MAINTENANCE (OCT 2018)

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

*Electronic Funds Transfer (EFT) indicator* means a four-character suffix to the unique entity identifier. The suffix is assigned at the discretion of the commercial, nonprofit, or Government entity to establish additional System for Award Management (SAM) records for identifying alternative EFT accounts (see subpart 32.11) for the same entity.

*Registered in the System for Award Management (SAM)* means that—

(1) The Contractor has entered all mandatory information, including the unique entity identifier and the EFT indicator (if applicable), the Commercial and Government Entity (CAGE) code, as

well as data required by the Federal Funding Accountability and Transparency Act of 2006 (see subpart 4.14), into SAM;

(2) The Contractor has completed the Core, Assertions, Representations and Certifications, and Points of Contact sections of the registration in SAM;

(3) The Government has validated all mandatory data fields, to include validation of the Taxpayer Identification Number (TIN) with the Internal Revenue Service (IRS). The Contractor will be required to provide consent for TIN validation to the Government as a part of the SAM registration process; and

(4) The Government has marked the record “Active”.

*System for Award Management (SAM)* means the primary Government repository for prospective Federal awardee and Federal awardee information and the centralized Government system for certain contracting, grants, and other assistance-related processes. It includes—

(1) Data collected from prospective Federal awardees required for the conduct of business with the Government;

(2) Prospective contractor-submitted annual representations and certifications in accordance with FAR subpart 4.12; and

(3) Identification of those parties excluded from receiving Federal contracts, certain subcontracts, and certain types of Federal financial and non-financial assistance and benefits.

*Unique entity identifier* means a number or other identifier used to identify a specific commercial, nonprofit, or Government entity. See <http://www.sam.gov> for the designated entity for establishing unique entity identifiers.

(b) If the solicitation for this contract contained the provision 52.204–7 with its Alternate I, and the Contractor was unable to register prior to award, the Contractor shall be registered in SAM within 30 days after award or before three days prior to submission of the first invoice, whichever occurs first.

(c) The Contractor shall maintain registration in SAM during contract performance and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement. The Contractor is responsible for the currency, accuracy and completeness of the data within SAM, and for any liability resulting from the Government’s reliance on inaccurate or incomplete data. To remain registered in SAM after the initial registration, the Contractor is required to review and update on an annual basis, from the date of initial registration or subsequent updates, its information in SAM to ensure it is current, accurate and complete. Updating information in SAM does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(d)(1)(i) If a Contractor has legally changed its business name or “doing business as” name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day’s written notification of its intention to—

(A) Change the name in SAM;

(B) Comply with the requirements of subpart 42.12 of the FAR; and

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

(ii) If the Contractor fails to comply with the requirements of paragraph (d)(1)(i) of this clause, or fails to perform the agreement at paragraph (d)(1)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the SAM information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the “Suspension of Payment” paragraph of the electronic funds transfer (EFT) clause of this contract.

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

(3) The Contractor shall ensure that the unique entity identifier is maintained with the entity designated at [www.sam.gov](http://www.sam.gov) for establishment of the unique entity identifier throughout the life of the contract. The Contractor shall communicate any change to the unique entity identifier to the Contracting Officer within 30 days after the change, so an appropriate modification can be issued to update the data on the contract. A change in the unique entity identifier does not necessarily require a novation be accomplished.

(e) Contractors may obtain additional information on registration and annual confirmation requirements at [www.sam.gov](http://www.sam.gov).

(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:

[X] (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.)

[X] (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]

[X] (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).

[X] (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).

[X] (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

Industrial Hygienist GS-0690-07

For Informational Purposes Only

This is NOT a wage determination

Monetary Wage-Fringe Benefits

\$42,053.00 Annually

☒ (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).

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

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

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

(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

### D.1 WAGE DETERMINATION 2015-5369 REV 8 – MINNEHAHA COUNTY, SOUTH DAKOTA

"REGISTER OF WAGE DETERMINATIONS UNDER THE SERVICE CONTRACT ACT By direction of the Secretary of Labor			U.S. DEPARTMENT OF LABOR EMPLOYMENT STANDARDS ADMINISTRATION WAGE AND HOUR DIVISION WASHINGTON D.C. 20210
			Wage Determination No.: 2015-5369
Daniel W. Simms	Division of		Revision No.: 8
Director	Wage Determinations		Date Of Last Revision: 07/26/2019

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 wage 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](http://www.dol.gov/whd/govcontracts).

State: South Dakota

Area: South Dakota Counties of Lincoln McCook Minnehaha Turner

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

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		13.20
01012 - Accounting Clerk II		14.83
01013 - Accounting Clerk III		16.59
01020 - Administrative Assistant		18.87
01035 - Court Reporter		15.69
01041 - Customer Service Representative I		12.35
01042 - Customer Service Representative II		13.88
01043 - Customer Service Representative III		15.14
01051 - Data Entry Operator I		11.53
01052 - Data Entry Operator II		12.58
01060 - Dispatcher Motor Vehicle		17.03
01070 - Document Preparation Clerk		14.06
01090 - Duplicating Machine Operator		14.06
01111 - General Clerk I		11.64
01112 - General Clerk II		12.70
01113 - General Clerk III		14.26
01120 - Housing Referral Assistant		17.48
01141 - Messenger Courier		11.83
01191 - Order Clerk I		14.63
01192 - Order Clerk II		15.96
01261 - Personnel Assistant (Employment) I		14.82
01262 - Personnel Assistant (Employment) II		16.58



01263 - Personnel Assistant (Employment) III	18.48
01270 - Production Control Clerk	18.01
01290 - Rental Clerk	12.07
01300 - Scheduler Maintenance	14.02
01311 - Secretary I	14.02
01312 - Secretary II	15.69
01313 - Secretary III	17.48
01320 - Service Order Dispatcher	15.07
01410 - Supply Technician	18.87
01420 - Survey Worker	14.56
01460 - Switchboard Operator/Receptionist	13.02
01531 - Travel Clerk I	14.45
01532 - Travel Clerk II	15.33
01533 - Travel Clerk III	16.21
01611 - Word Processor I	12.49
01612 - Word Processor II	14.02
01613 - Word Processor III	15.69
05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer Fiberglass	19.79
05010 - Automotive Electrician	18.51
05040 - Automotive Glass Installer	17.42
05070 - Automotive Worker	17.42
05110 - Mobile Equipment Servicer	15.30
05130 - Motor Equipment Metal Mechanic	19.59
05160 - Motor Equipment Metal Worker	17.42
05190 - Motor Vehicle Mechanic	19.59
05220 - Motor Vehicle Mechanic Helper	14.28
05250 - Motor Vehicle Upholstery Worker	16.34
05280 - Motor Vehicle Wrecker	17.42
05310 - Painter Automotive	18.51
05340 - Radiator Repair Specialist	17.42
05370 - Tire Repairer	14.27
05400 - Transmission Repair Specialist	19.59
07000 - Food Preparation And Service Occupations	
07010 - Baker	13.12
07041 - Cook I	12.27
07042 - Cook II	13.97
07070 - Dishwasher	9.87
07130 - Food Service Worker	11.21
07210 - Meat Cutter	15.78
07260 - Waiter/Waitress	9.80
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	14.94
09040 - Furniture Handler	10.27
09080 - Furniture Refinisher	15.16
09090 - Furniture Refinisher Helper	12.03
09110 - Furniture Repairer Minor	13.64
09130 - Upholsterer	15.16
11000 - General Services And Support Occupations	
11030 - Cleaner Vehicles	11.72
11060 - Elevator Operator	11.72
11090 - Gardener	17.37
11122 - Housekeeping Aide	11.86
11150 - Janitor	11.86
11210 - Laborer Grounds Maintenance	13.87
11240 - Maid or Houseman	10.81
11260 - Pruner	12.54
11270 - Tractor Operator	16.21
11330 - Trail Maintenance Worker	13.87
11360 - Window Cleaner	13.12
12000 - Health Occupations	
12010 - Ambulance Driver	15.81
12011 - Breath Alcohol Technician	16.66
12012 - Certified Occupational Therapist Assistant	19.28
12015 - Certified Physical Therapist Assistant	19.01
12020 - Dental Assistant	20.22
12025 - Dental Hygienist	32.57

12030 - EKG Technician	26.05
12035 - Electroneurodiagnostic Technologist	26.05
12040 - Emergency Medical Technician	15.81
12071 - Licensed Practical Nurse I	14.88
12072 - Licensed Practical Nurse II	16.66
12073 - Licensed Practical Nurse III	18.56
12100 - Medical Assistant	14.56
12130 - Medical Laboratory Technician	19.95
12160 - Medical Record Clerk	16.54
12190 - Medical Record Technician	19.23
12195 - Medical Transcriptionist	16.86
12210 - Nuclear Medicine Technologist	31.27
12221 - Nursing Assistant I	10.94
12222 - Nursing Assistant II	12.31
12223 - Nursing Assistant III	13.43
12224 - Nursing Assistant IV	15.07
12235 - Optical Dispenser	14.86
12236 - Optical Technician	15.52
12250 - Pharmacy Technician	16.03
12280 - Phlebotomist	15.07
12305 - Radiologic Technologist	25.25
12311 - Registered Nurse I	22.72
12312 - Registered Nurse II	27.80
12313 - Registered Nurse II Specialist	27.80
12314 - Registered Nurse III	33.63
12315 - Registered Nurse III Anesthetist	33.63
12316 - Registered Nurse IV	40.31
12317 - Scheduler (Drug and Alcohol Testing)	20.63
12320 - Substance Abuse Treatment Counselor	19.19
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	16.85
13012 - Exhibits Specialist II	20.87
13013 - Exhibits Specialist III	25.53
13041 - Illustrator I	16.85
13042 - Illustrator II	20.87
13043 - Illustrator III	25.53
13047 - Librarian	23.12
13050 - Library Aide/Clerk	13.41
13054 - Library Information Technology Systems Administrator	20.87
13058 - Library Technician	14.45
13061 - Media Specialist I	15.06
13062 - Media Specialist II	16.85
13063 - Media Specialist III	18.78
13071 - Photographer I	16.08
13072 - Photographer II	17.99
13073 - Photographer III	22.28
13074 - Photographer IV	27.26
13075 - Photographer V	32.97
13090 - Technical Order Library Clerk	16.85
13110 - Video Teleconference Technician	14.96
14000 - Information Technology Occupations	
14041 - Computer Operator I	14.10
14042 - Computer Operator II	15.85
14043 - Computer Operator III	17.59
14044 - Computer Operator IV	19.49
14045 - Computer Operator V	21.71
14071 - Computer Programmer I	(see 1) 19.46
14072 - Computer Programmer II	(see 1) 24.12
14073 - Computer Programmer III	(see 1)
14074 - Computer Programmer IV	(see 1)
14101 - Computer Systems Analyst I	(see 1)
14102 - Computer Systems Analyst II	(see 1)
14103 - Computer Systems Analyst III	(see 1)
14150 - Peripheral Equipment Operator	15.51
14160 - Personal Computer Support Technician	22.57
14170 - System Support Specialist	22.82

15000 - Instructional Occupations	
15010 - Aircrew Training Devices Instructor (Non-Rated)	30.93
15020 - Aircrew Training Devices Instructor (Rated)	37.42
15030 - Air Crew Training Devices Instructor (Pilot)	43.93
15050 - Computer Based Training Specialist / Instructor	30.93
15060 - Educational Technologist	28.14
15070 - Flight Instructor (Pilot)	43.93
15080 - Graphic Artist	19.72
15085 - Maintenance Test Pilot Fixed Jet/Prop	41.74
15086 - Maintenance Test Pilot Rotary Wing	41.74
15088 - Non-Maintenance Test/Co-Pilot	41.74
15090 - Technical Instructor	19.04
15095 - Technical Instructor/Course Developer	23.28
15110 - Test Proctor	15.37
15120 - Tutor	15.37
16000 - Laundry Dry-Cleaning Pressing And Related Occupations	
16010 - Assembler	9.95
16030 - Counter Attendant	9.95
16040 - Dry Cleaner	11.36
16070 - Finisher Flatwork Machine	9.95
16090 - Presser Hand	9.95
16110 - Presser Machine Drycleaning	9.95
16130 - Presser Machine Shirts	9.95
16160 - Presser Machine Wearing Apparel Laundry	9.95
16190 - Sewing Machine Operator	11.96
16220 - Tailor	12.59
16250 - Washer Machine	10.42
19000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	17.64
19040 - Tool And Die Maker	21.60
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	15.88
21030 - Material Coordinator	18.01
21040 - Material Expediter	18.01
21050 - Material Handling Laborer	13.62
21071 - Order Filler	12.64
21080 - Production Line Worker (Food Processing)	15.88
21110 - Shipping Packer	15.19
21130 - Shipping/Receiving Clerk	15.19
21140 - Store Worker I	11.74
21150 - Stock Clerk	15.64
21210 - Tools And Parts Attendant	15.88
21410 - Warehouse Specialist	15.88
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	26.79
23019 - Aircraft Logs and Records Technician	21.23
23021 - Aircraft Mechanic I	25.45
23022 - Aircraft Mechanic II	26.79
23023 - Aircraft Mechanic III	28.12
23040 - Aircraft Mechanic Helper	18.55
23050 - Aircraft Painter	24.04
23060 - Aircraft Servicer	21.23
23070 - Aircraft Survival Flight Equipment Technician	24.04
23080 - Aircraft Worker	22.63
23091 - Aircrew Life Support Equipment (ALSE) Mechanic I	22.63
23092 - Aircrew Life Support Equipment (ALSE) Mechanic II	25.45
23110 - Appliance Mechanic	20.92
23120 - Bicycle Repairer	15.17
23125 - Cable Splicer	38.42
23130 - Carpenter Maintenance	17.44
23140 - Carpet Layer	20.63
23160 - Electrician Maintenance	21.74
23181 - Electronics Technician Maintenance I	21.42
23182 - Electronics Technician Maintenance II	22.77
23183 - Electronics Technician Maintenance III	24.09

23260 - Fabric Worker	19.34
23290 - Fire Alarm System Mechanic	24.49
23310 - Fire Extinguisher Repairer	18.12
23311 - Fuel Distribution System Mechanic	24.43
23312 - Fuel Distribution System Operator	18.12
23370 - General Maintenance Worker	17.41
23380 - Ground Support Equipment Mechanic	25.45
23381 - Ground Support Equipment Servicer	21.23
23382 - Ground Support Equipment Worker	22.63
23391 - Gunsmith I	18.12
23392 - Gunsmith II	20.63
23393 - Gunsmith III	23.20
23410 - Heating Ventilation And Air-Conditioning Mechanic	23.57
23411 - Heating Ventilation And Air Contidioning Mechanic (Research Facility)	24.81
23430 - Heavy Equipment Mechanic	24.93
23440 - Heavy Equipment Operator	21.06
23460 - Instrument Mechanic	23.20
23465 - Laboratory/Shelter Mechanic	21.91
23470 - Laborer	13.62
23510 - Locksmith	21.91
23530 - Machinery Maintenance Mechanic	20.16
23550 - Machinist Maintenance	18.01
23580 - Maintenance Trades Helper	16.91
23591 - Metrology Technician I	23.20
23592 - Metrology Technician II	24.42
23593 - Metrology Technician III	25.64
23640 - Millwright	26.77
23710 - Office Appliance Repairer	20.71
23760 - Painter Maintenance	17.73
23790 - Pipefitter Maintenance	22.88
23810 - Plumber Maintenance	21.61
23820 - Pneudraulic Systems Mechanic	23.20
23850 - Rigger	23.20
23870 - Scale Mechanic	20.63
23890 - Sheet-Metal Worker Maintenance	21.01
23910 - Small Engine Mechanic	16.36
23931 - Telecommunications Mechanic I	29.39
23932 - Telecommunications Mechanic II	30.93
23950 - Telephone Lineman	20.80
23960 - Welder Combination Maintenance	17.91
23965 - Well Driller	23.20
23970 - Woodcraft Worker	23.20
23980 - Woodworker	18.12
24000 - Personal Needs Occupations	
24550 - Case Manager	12.18
24570 - Child Care Attendant	9.93
24580 - Child Care Center Clerk	12.39
24610 - Chore Aide	11.40
24620 - Family Readiness And Support Services Coordinator	12.18
24630 - Homemaker	15.28
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	22.55
25040 - Sewage Plant Operator	22.62
25070 - Stationary Engineer	22.55
25190 - Ventilation Equipment Tender	16.26
25210 - Water Treatment Plant Operator	22.62
27000 - Protective Service Occupations	
27004 - Alarm Monitor	14.98
27007 - Baggage Inspector	13.39
27008 - Corrections Officer	22.58
27010 - Court Security Officer	22.58
27030 - Detection Dog Handler	14.98
27040 - Detention Officer	22.58
27070 - Firefighter	20.53

27101 - Guard I	13.39
27102 - Guard II	14.98
27131 - Police Officer I	26.32
27132 - Police Officer II	29.25
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	13.12
28042 - Carnival Equipment Repairer	14.06
28043 - Carnival Worker	10.15
28210 - Gate Attendant/Gate Tender	18.18
28310 - Lifeguard	11.01
28350 - Park Attendant (Aide)	20.34
28510 - Recreation Aide/Health Facility Attendant	14.84
28515 - Recreation Specialist	23.55
28630 - Sports Official	16.19
28690 - Swimming Pool Operator	16.00
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	20.63
29020 - Hatch Tender	20.63
29030 - Line Handler	20.63
29041 - Stevedore I	19.34
29042 - Stevedore II	21.91
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	17.01
30022 - Archeological Technician II	19.03
30023 - Archeological Technician III	23.57
30030 - Cartographic Technician	23.57
30040 - Civil Engineering Technician	23.58
30051 - Cryogenic Technician I	26.11
30052 - Cryogenic Technician II	28.84
30061 - Drafter/CAD Operator I	17.01
30062 - Drafter/CAD Operator II	19.03
30063 - Drafter/CAD Operator III	21.21
30064 - Drafter/CAD Operator IV	26.11
30081 - Engineering Technician I	15.19
30082 - Engineering Technician II	17.06
30083 - Engineering Technician III	19.09
30084 - Engineering Technician IV	23.64
30085 - Engineering Technician V	28.92
30086 - Engineering Technician VI	34.98
30090 - Environmental Technician	23.57
30095 - Evidence Control Specialist	23.57
30210 - Laboratory Technician	21.21
30221 - Latent Fingerprint Technician I	26.11
30222 - Latent Fingerprint Technician II	28.84
30240 - Mathematical Technician	23.57
30361 - Paralegal/Legal Assistant I	19.59
30362 - Paralegal/Legal Assistant II	24.26
30363 - Paralegal/Legal Assistant III	29.68
30364 - Paralegal/Legal Assistant IV	35.90
30375 - Petroleum Supply Specialist	28.84
30390 - Photo-Optics Technician	22.15
30395 - Radiation Control Technician	28.84
30461 - Technical Writer I	22.34
30462 - Technical Writer II	27.34
30463 - Technical Writer III	33.07
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	26.11
30502 - Weather Forecaster II	31.75
30620 - Weather Observer Combined Upper Air Or Surface Programs (see 2)	21.21

30621 - Weather Observer Senior	(see 2)	23.57
31000 - Transportation/Mobile Equipment Operation Occupations		
31010 - Airplane Pilot		29.82
31020 - Bus Aide		13.92
31030 - Bus Driver		18.62
31043 - Driver Courier		14.69
31260 - Parking and Lot Attendant		11.78
31290 - Shuttle Bus Driver		15.74
31310 - Taxi Driver		13.93
31361 - Truckdriver Light		15.74
31362 - Truckdriver Medium		16.93
31363 - Truckdriver Heavy		19.66
31364 - Truckdriver Tractor-Trailer		19.66
99000 - Miscellaneous Occupations		
99020 - Cabin Safety Specialist		14.54
99030 - Cashier		10.71
99050 - Desk Clerk		11.32
99095 - Embalmer		32.89
99130 - Flight Follower		24.65
99251 - Laboratory Animal Caretaker I		16.46
99252 - Laboratory Animal Caretaker II		17.82
99260 - Marketing Analyst		25.56
99310 - Mortician		32.89
99410 - Pest Controller		18.90
99510 - Photofinishing Worker		14.28
99710 - Recycling Laborer		15.29
99711 - Recycling Specialist		17.86
99730 - Refuse Collector		13.87
99810 - Sales Clerk		12.45
99820 - School Crossing Guard		13.04
99830 - Survey Party Chief		18.03
99831 - Surveying Aide		11.88
99832 - Surveying Technician		16.27
99840 - Vending Machine Attendant		17.00
99841 - Vending Machine Repairer		20.74
99842 - Vending Machine Repairer Helper		17.00

---

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](http://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 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor wherever employed and with the predecessor contractors in the performance of similar work at the same Federal facility. (See 29 CFR 4.173)

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

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

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

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

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

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

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

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

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

\*\* HAZARDOUS PAY DIFFERENTIAL \*\*

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

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

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

**\*\* UNIFORM ALLOWANCE \*\***

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

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

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

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

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

**Conformance Process:**

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



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

The process for preparing a conformance request is as follows:

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

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

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

**D.2 WAGE DETERMINATION 2015-4984 REV 9 – JOHNSON COUNTY, IOWA**

"REGISTER OF WAGE DETERMINATIONS UNDER THE SERVICE CONTRACT ACT By direction of the Secretary of Labor		U.S. DEPARTMENT OF LABOR EMPLOYMENT STANDARDS ADMINISTRATION WAGE AND HOUR DIVISION WASHINGTON D.C. 20210
		Wage Determination No.: 2015-4984
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 wage 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](http://www.dol.gov/whd/govcontracts).

---

State: Iowa

Area: Iowa Counties of Johnson Washington

---

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

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		14.89
01012 - Accounting Clerk II		16.72
01013 - Accounting Clerk III		21.42
01020 - Administrative Assistant		25.01
01035 - Court Reporter		20.39
01041 - Customer Service Representative I		13.52
01042 - Customer Service Representative II		15.21
01043 - Customer Service Representative III		16.59
01051 - Data Entry Operator I		15.11
01052 - Data Entry Operator II		16.52
01060 - Dispatcher Motor Vehicle		17.49
01070 - Document Preparation Clerk		16.55
01090 - Duplicating Machine Operator		16.55
01111 - General Clerk I		15.73
01112 - General Clerk II		17.16
01113 - General Clerk III		19.27
01120 - Housing Referral Assistant		20.15
01141 - Messenger Courier		12.10
01191 - Order Clerk I		14.63
01192 - Order Clerk II		16.55
01261 - Personnel Assistant (Employment) I		16.75
01262 - Personnel Assistant (Employment) II		18.74
01263 - Personnel Assistant (Employment) III		20.88
01270 - Production Control Clerk		21.91
01290 - Rental Clerk		10.97
01300 - Scheduler Maintenance		16.20
01311 - Secretary I		16.20
01312 - Secretary II		18.14
01313 - Secretary III		20.15

01320 - Service Order Dispatcher	15.63
01410 - Supply Technician	25.01
01420 - Survey Worker	18.14
01460 - Switchboard Operator/Receptionist	14.08
01531 - Travel Clerk I	13.74
01532 - Travel Clerk II	14.86
01533 - Travel Clerk III	16.08
01611 - Word Processor I	14.44
01612 - Word Processor II	16.20
01613 - Word Processor III	18.14
05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer Fiberglass	20.92
05010 - Automotive Electrician	20.30
05040 - Automotive Glass Installer	19.42
05070 - Automotive Worker	19.42
05110 - Mobile Equipment Servicer	17.11
05130 - Motor Equipment Metal Mechanic	21.14
05160 - Motor Equipment Metal Worker	19.42
05190 - Motor Vehicle Mechanic	21.14
05220 - Motor Vehicle Mechanic Helper	16.40
05250 - Motor Vehicle Upholstery Worker	18.21
05280 - Motor Vehicle Wrecker	19.42
05310 - Painter Automotive	20.30
05340 - Radiator Repair Specialist	19.42
05370 - Tire Repairer	15.71
05400 - Transmission Repair Specialist	21.14
07000 - Food Preparation And Service Occupations	
07010 - Baker	13.82
07041 - Cook I	14.63
07042 - Cook II	16.60
07070 - Dishwasher	10.24
07130 - Food Service Worker	11.43
07210 - Meat Cutter	14.01
07260 - Waiter/Waitress	9.07
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	23.91
09040 - Furniture Handler	17.24
09080 - Furniture Refinisher	24.49
09090 - Furniture Refinisher Helper	19.68
09110 - Furniture Repairer Minor	22.21
09130 - Upholsterer	24.49
11000 - General Services And Support Occupations	
11030 - Cleaner Vehicles	13.20
11060 - Elevator Operator	13.20
11090 - Gardener	17.34
11122 - Housekeeping Aide	15.71
11150 - Janitor	15.71
11210 - Laborer Grounds Maintenance	14.32
11240 - Maid or Houseman	11.50
11260 - Pruner	13.31
11270 - Tractor Operator	16.34
11330 - Trail Maintenance Worker	14.32
11360 - Window Cleaner	16.92
12000 - Health Occupations	
12010 - Ambulance Driver	18.77
12011 - Breath Alcohol Technician	18.94
12012 - Certified Occupational Therapist Assistant	26.38
12015 - Certified Physical Therapist Assistant	26.93
12020 - Dental Assistant	19.18
12025 - Dental Hygienist	35.09
12030 - EKG Technician	29.14
12035 - Electroneurodiagnostic Technologist	29.14
12040 - Emergency Medical Technician	18.77
12071 - Licensed Practical Nurse I	17.19
12072 - Licensed Practical Nurse II	19.23
12073 - Licensed Practical Nurse III	21.43
12100 - Medical Assistant	18.78

12130 - Medical Laboratory Technician	21.75
12160 - Medical Record Clerk	20.80
12190 - Medical Record Technician	24.04
12195 - Medical Transcriptionist	17.38
12210 - Nuclear Medicine Technologist	42.25
12221 - Nursing Assistant I	11.47
12222 - Nursing Assistant II	12.91
12223 - Nursing Assistant III	14.08
12224 - Nursing Assistant IV	15.80
12235 - Optical Dispenser	16.64
12236 - Optical Technician	17.19
12250 - Pharmacy Technician	17.02
12280 - Phlebotomist	15.20
12305 - Radiologic Technologist	26.01
12311 - Registered Nurse I	21.66
12312 - Registered Nurse II	26.51
12313 - Registered Nurse II Specialist	26.51
12314 - Registered Nurse III	32.08
12315 - Registered Nurse III Anesthetist	32.08
12316 - Registered Nurse IV	38.42
12317 - Scheduler (Drug and Alcohol Testing)	23.46
12320 - Substance Abuse Treatment Counselor	24.88
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	22.12
13012 - Exhibits Specialist II	27.40
13013 - Exhibits Specialist III	33.52
13041 - Illustrator I	22.12
13042 - Illustrator II	27.40
13043 - Illustrator III	33.52
13047 - Librarian	30.35
13050 - Library Aide/Clerk	12.04
13054 - Library Information Technology Systems Administrator	27.40
13058 - Library Technician	19.51
13061 - Media Specialist I	19.77
13062 - Media Specialist II	22.12
13063 - Media Specialist III	24.65
13071 - Photographer I	19.77
13072 - Photographer II	22.12
13073 - Photographer III	27.40
13074 - Photographer IV	33.52
13075 - Photographer V	40.55
13090 - Technical Order Library Clerk	15.20
13110 - Video Teleconference Technician	19.77
14000 - Information Technology Occupations	
14041 - Computer Operator I	13.51
14042 - Computer Operator II	15.11
14043 - Computer Operator III	18.95
14044 - Computer Operator IV	21.08
14045 - Computer Operator V	23.33
14071 - Computer Programmer I	(see 1) 20.67
14072 - Computer Programmer II	(see 1) 25.59
14073 - Computer Programmer III	(see 1)
14074 - Computer Programmer IV	(see 1)
14101 - Computer Systems Analyst I	(see 1) 27.53
14102 - Computer Systems Analyst II	(see 1)
14103 - Computer Systems Analyst III	(see 1)
14150 - Peripheral Equipment Operator	13.51
14160 - Personal Computer Support Technician	21.08
14170 - System Support Specialist	27.05
15000 - Instructional Occupations	
15010 - Aircrew Training Devices Instructor (Non-Rated)	27.53
15020 - Aircrew Training Devices Instructor (Rated)	33.31
15030 - Air Crew Training Devices Instructor (Pilot)	39.12
15050 - Computer Based Training Specialist / Instructor	27.53
15060 - Educational Technologist	30.96
15070 - Flight Instructor (Pilot)	39.12

15080 - Graphic Artist	21.26
15085 - Maintenance Test Pilot Fixed Jet/Prop	39.12
15086 - Maintenance Test Pilot Rotary Wing	39.12
15088 - Non-Maintenance Test/Co-Pilot	39.12
15090 - Technical Instructor	21.65
15095 - Technical Instructor/Course Developer	26.49
15110 - Test Proctor	17.48
15120 - Tutor	17.48
16000 - Laundry Dry-Cleaning Pressing And Related Occupations	
16010 - Assembler	13.95
16030 - Counter Attendant	13.95
16040 - Dry Cleaner	16.26
16070 - Finisher Flatwork Machine	13.95
16090 - Presser Hand	13.95
16110 - Presser Machine Drycleaning	13.95
16130 - Presser Machine Shirts	13.95
16160 - Presser Machine Wearing Apparel Laundry	13.95
16190 - Sewing Machine Operator	16.94
16220 - Tailor	17.62
16250 - Washer Machine	14.90
19000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	24.77
19040 - Tool And Die Maker	28.53
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	17.89
21030 - Material Coordinator	21.91
21040 - Material Expediter	21.91
21050 - Material Handling Laborer	15.82
21071 - Order Filler	13.43
21080 - Production Line Worker (Food Processing)	17.89
21110 - Shipping Packer	17.28
21130 - Shipping/Receiving Clerk	17.28
21140 - Store Worker I	15.61
21150 - Stock Clerk	19.48
21210 - Tools And Parts Attendant	17.89
21410 - Warehouse Specialist	17.89
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	26.82
23019 - Aircraft Logs and Records Technician	22.21
23021 - Aircraft Mechanic I	25.80
23022 - Aircraft Mechanic II	26.82
23023 - Aircraft Mechanic III	27.60
23040 - Aircraft Mechanic Helper	19.68
23050 - Aircraft Painter	24.77
23060 - Aircraft Servicer	22.21
23070 - Aircraft Survival Flight Equipment Technician	24.77
23080 - Aircraft Worker	23.69
23091 - Aircrew Life Support Equipment (ALSE) Mechanic I	23.69
23092 - Aircrew Life Support Equipment (ALSE) Mechanic II	25.80
23110 - Appliance Mechanic	24.08
23120 - Bicycle Repairer	20.88
23125 - Cable Splicer	32.60
23130 - Carpenter Maintenance	22.43
23140 - Carpet Layer	23.69
23160 - Electrician Maintenance	26.00
23181 - Electronics Technician Maintenance I	23.69
23182 - Electronics Technician Maintenance II	24.77
23183 - Electronics Technician Maintenance III	25.80
23260 - Fabric Worker	22.21
23290 - Fire Alarm System Mechanic	25.80
23310 - Fire Extinguisher Repairer	20.88
23311 - Fuel Distribution System Mechanic	25.80
23312 - Fuel Distribution System Operator	20.88
23370 - General Maintenance Worker	21.09
23380 - Ground Support Equipment Mechanic	25.80

23381 - Ground Support Equipment Servicer	22.21
23382 - Ground Support Equipment Worker	23.69
23391 - Gunsmith I	20.88
23392 - Gunsmith II	23.69
23393 - Gunsmith III	25.80
23410 - Heating Ventilation And Air-Conditioning Mechanic	27.67
23411 - Heating Ventilation And Air Contidioning Mechanic (Research Facility)	28.76
23430 - Heavy Equipment Mechanic	29.47
23440 - Heavy Equipment Operator	22.62
23460 - Instrument Mechanic	25.80
23465 - Laboratory/Shelter Mechanic	24.77
23470 - Laborer	13.20
23510 - Locksmith	24.77
23530 - Machinery Maintenance Mechanic	26.54
23550 - Machinist Maintenance	23.75
23580 - Maintenance Trades Helper	19.68
23591 - Metrology Technician I	25.80
23592 - Metrology Technician II	26.82
23593 - Metrology Technician III	27.60
23640 - Millwright	25.80
23710 - Office Appliance Repairer	24.77
23760 - Painter Maintenance	18.50
23790 - Pipefitter Maintenance	28.45
23810 - Plumber Maintenance	27.32
23820 - Pneudraulic Systems Mechanic	25.80
23850 - Rigger	25.80
23870 - Scale Mechanic	23.69
23890 - Sheet-Metal Worker Maintenance	23.08
23910 - Small Engine Mechanic	23.69
23931 - Telecommunications Mechanic I	27.14
23932 - Telecommunications Mechanic II	28.20
23950 - Telephone Lineman	24.18
23960 - Welder Combination Maintenance	20.27
23965 - Well Driller	25.80
23970 - Woodcraft Worker	25.80
23980 - Woodworker	20.88
24000 - Personal Needs Occupations	
24550 - Case Manager	16.10
24570 - Child Care Attendant	10.40
24580 - Child Care Center Clerk	12.97
24610 - Chore Aide	11.25
24620 - Family Readiness And Support Services Coordinator	16.10
24630 - Homemaker	16.10
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	29.30
25040 - Sewage Plant Operator	26.21
25070 - Stationary Engineer	29.30
25190 - Ventilation Equipment Tender	22.35
25210 - Water Treatment Plant Operator	26.21
27000 - Protective Service Occupations	
27004 - Alarm Monitor	23.65
27007 - Baggage Inspector	13.24
27008 - Corrections Officer	27.71
27010 - Court Security Officer	25.48
27030 - Detection Dog Handler	17.41
27040 - Detention Officer	27.71
27070 - Firefighter	24.86
27101 - Guard I	13.24
27102 - Guard II	17.41
27131 - Police Officer I	26.07
27132 - Police Officer II	28.97
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	12.77
28042 - Carnival Equipment Repairer	13.56

28043 - Carnival Worker	10.40
28210 - Gate Attendant/Gate Tender	16.33
28310 - Lifeguard	11.01
28350 - Park Attendant (Aide)	18.27
28510 - Recreation Aide/Health Facility Attendant	13.33
28515 - Recreation Specialist	22.63
28630 - Sports Official	14.54
28690 - Swimming Pool Operator	15.38
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	23.39
29020 - Hatch Tender	23.39
29030 - Line Handler	23.39
29041 - Stevedore I	21.93
29042 - Stevedore II	24.45
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	17.33
30022 - Archeological Technician II	21.58
30023 - Archeological Technician III	24.03
30030 - Cartographic Technician	24.03
30040 - Civil Engineering Technician	25.33
30051 - Cryogenic Technician I	26.49
30052 - Cryogenic Technician II	29.26
30061 - Drafter/CAD Operator I	17.33
30062 - Drafter/CAD Operator II	21.58
30063 - Drafter/CAD Operator III	22.11
30064 - Drafter/CAD Operator IV	26.60
30081 - Engineering Technician I	15.65
30082 - Engineering Technician II	17.86
30083 - Engineering Technician III	20.62
30084 - Engineering Technician IV	24.34
30085 - Engineering Technician V	29.79
30086 - Engineering Technician VI	36.05
30090 - Environmental Technician	24.96
30095 - Evidence Control Specialist	23.91
30210 - Laboratory Technician	25.15
30221 - Latent Fingerprint Technician I	26.49
30222 - Latent Fingerprint Technician II	29.26
30240 - Mathematical Technician	24.03
30361 - Paralegal/Legal Assistant I	18.49
30362 - Paralegal/Legal Assistant II	22.90
30363 - Paralegal/Legal Assistant III	28.02
30364 - Paralegal/Legal Assistant IV	33.90
30375 - Petroleum Supply Specialist	29.26
30390 - Photo-Optics Technician	24.03
30395 - Radiation Control Technician	29.26
30461 - Technical Writer I	21.72
30462 - Technical Writer II	26.57
30463 - Technical Writer III	32.14
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	26.49
30502 - Weather Forecaster II	32.22
30620 - Weather Observer Combined Upper Air Or (see 2)	22.11
Surface Programs	
30621 - Weather Observer Senior (see 2)	24.03
31000 - Transportation/Mobile Equipment Operation Occupations	
31010 - Airplane Pilot	29.82
31020 - Bus Aide	16.68
31030 - Bus Driver	20.92
31043 - Driver Courier	14.78
31260 - Parking and Lot Attendant	13.71

31290 - Shuttle Bus Driver	15.66
31310 - Taxi Driver	12.78
31361 - Truckdriver Light	15.66
31362 - Truckdriver Medium	16.60
31363 - Truckdriver Heavy	21.96
31364 - Truckdriver Tractor-Trailer	21.96
99000 - Miscellaneous Occupations	
99020 - Cabin Safety Specialist	14.54
99030 - Cashier	10.89
99050 - Desk Clerk	10.80
99095 - Embalmer	24.57
99130 - Flight Follower	24.65
99251 - Laboratory Animal Caretaker I	13.49
99252 - Laboratory Animal Caretaker II	14.31
99260 - Marketing Analyst	25.12
99310 - Mortician	24.57
99410 - Pest Controller	22.84
99510 - Photofinishing Worker	12.95
99710 - Recycling Laborer	18.63
99711 - Recycling Specialist	21.26
99730 - Refuse Collector	17.31
99810 - Sales Clerk	12.45
99820 - School Crossing Guard	16.91
99830 - Survey Party Chief	24.55
99831 - Surveying Aide	12.29
99832 - Surveying Technician	16.84
99840 - Vending Machine Attendant	19.05
99841 - Vending Machine Repairer	20.91
99842 - Vending Machine Repairer Helper	19.05

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](http://www.dol.gov/whd/govcontracts).

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: Life accident and health insurance plans sick leave pension plans civic and personal leave severance pay and savings and thrift plans. Minimum employer contributions costing an average of \$4.54 per hour computed on the basis of all hours worked up to 40 hours per week by service employees employed on the contract.

HEALTH & WELFARE EO 13706: Minimum employer contributions costing an average of \$4.22 per hour computed on the basis of all hours worked up to 40 hours per week by service employees employed on the covered contracts. \*

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

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 5 years 4 weeks after 15 years and 5 weeks after 25 years. Length of service includes the whole span of continuous service with the present contractor or successor wherever employed and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)



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

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

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

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

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

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

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

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

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

#### \*\* HAZARDOUS PAY DIFFERENTIAL \*\*

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

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

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

**\*\* UNIFORM ALLOWANCE \*\***

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

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

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

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

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

**Conformance Process:**

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

The process for preparing a conformance request is as follows:

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

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

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

### **D.3 IOWA CITY IA VAHCS EQUIPMENT LISTING**

See attached document: IOWA CITY EQUIPMENT LISTING.

### **D.4 SIOUX FALLS SD VAHCS EQUIPMENT LISTING**

See attached document: SIOUX FALLS EQUIPMENT LISTING

## 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](http://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](http://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:

1. Questions in reference to this solicitation must be received in writing by the Contract Specialist by 9/17/2019, 10:00 AM Central Standard Time (CST). Questions shall be submitted in writing to [john.becker3@va.gov](mailto:john.becker3@va.gov).
2. Quotes shall be emailed to [john.becker3@va.gov](mailto:john.becker3@va.gov). Quotes must be received before the exact date and time specified in the Solicitation. It is the responsibility of the offeror to ensure their quote is received in full by the Contract Specialist prior to the closing of the solicitation.
3. The following documents shall be completed and included with the quote:
  - a. Completed Sections of the SF1449 Solicitation Document:
    - i. Blocks 12, 17, and 30
    - ii. Section B.1(a) Contractor Information
    - iii. Section B.1(a) Amendment Number and Date (if Solicitation Amendments are issued by the Contracting Office)
    - iv. Section B.3 Price/Cost Schedule (all unit prices, amounts, and total)
    - v. Copy of Certificate of Liability Insurance at the minimum rates and levels prescribed in the solicitation, Section C.8 of the Solicitation.

## E.2 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)

**FAR**  
**Number**

**Title**

**Date**



52.203-17	CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS	APR 2014
52.204-7	SYSTEM FOR AWARD MANAGEMENT	OCT 2018
52.204-16	COMMERCIAL AND GOVERNMENT ENTITY CODE REPORTING	JUL 2016
52.204-18	COMMERCIAL AND GOVERNMENT ENTITY CODE MAINTENANCE	JUL 2016
52.232-40	PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS	DEC 2013

### **E.3 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.4 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.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:

John Becker

john.becker3@va.gov  
Hand-Carried Address:

Department of Veterans Affairs

NETWORK 23 CONTRACTING OFFICE  
2011 W 26th Street  
Suite 103  
Sioux Falls SD 57105  
Mailing Address:

Department of Veterans Affairs

NETWORK 23 CONTRACTING OFFICE

2501 W 22nd Street  
Sioux Falls SD 57105

(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 852.203-70 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)

## **E.7 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.8 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

(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:

Price Alone. The price will be evaluated using the grand total (sum of all line items) from the solicitation's price/cost schedule.

The VA Contracting Officer must determine the price to be fair and reasonable prior to award.

(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).

The evaluation will consider the possibility that the option can be exercised at any time and can be exercised in increments of one to six months, but for no more than a total of six months during the life of the contract. The evaluation will assume that the prices for any option exercised under FAR 52.217-8 will be at the same rates as those in effect under the contract at the time the option is exercised. The evaluation will therefore assume that the addition of the price or prices of any possible extension or extensions under FAR 52.217-8 to the total price for the basic requirement and the total price for the priced options has the same effect on the total price of all proposals relative to each

other, and will not affect the ranking of proposals based on price, unless, after reviewing the proposals, the Government determines that there is a basis for finding otherwise. This evaluation will not obligate the Government to exercise any option under FAR 52.217-8.

(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](mailto: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)