

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30				1. REQUISITION NO.	PAGE 1 OF 101	
2. CONTRACT NO.	3. AWARD/EFFECTIVE DATE	4. ORDER NO.	5. SOLICITATION NUMBER	6. SOLICITATION ISSUE DATE		
			36C26219R0117	9/24/2019		
7. FOR SOLICITATION INFORMATION CALL:	a. NAME Danielle L. Carroll		b. TELEPHONE NO. (No Collect Calls) 562-766-2240	8. OFFER DUE DATE/LOCAL TIME 10/4/2019 3PM PST		
9. ISSUED BY Department of Veterans Affairs Network Contracting Office 22 4811 Airport Plaza Drive Suite 600 Long Beach CA 90815		CODE 36C262	10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED OR <input checked="" type="checkbox"/> SET ASIDE: 100 % FOR: <input checked="" type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM <input type="checkbox"/> EDWOSB <input type="checkbox"/> 8(A) NAICS: 541690 SIZE STANDARD: \$15 Million			
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE	12. DISCOUNT TERMS		<input type="checkbox"/> 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)	13b. RATING N/A		
14. METHOD OF SOLICITATION <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input checked="" type="checkbox"/> RFP						
15. DELIVER TO See schedule	CODE	16. ADMINISTERED BY Department of Veterans Affairs Network Contracting Office 22 4811 Airport Plaza Drive Suite 600 Long Beach CA 90815		CODE 36C262		
17a. CONTRACTOR/OFFEROR TELEPHONE NO. _____ DUNS: _____ DUNS+4: _____	CODE	FACILITY CODE	18a. PAYMENT WILL BE MADE BY Tungsten Network Contractor shall bill in arrears: www.tungsten-network.com PHONE: 1-877-353-9791 FAX: _____			
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER		<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
	Bi-annual inspection and certification of Government Owned Fume Hoods, Ventilation Devices, Biological Safety Cabinets, Laminar Flow Devices, Isolator, biosafety Hazard Hoods, Sterile Workbenches, Radiation Safety Hoods, Buffer, Ante Spaces, and Pharmacy Clean Rooms See enclosed schedule of services and price (Use Reverse and/or Attach Additional Sheets as Necessary)					
25. ACCOUNTING AND APPROPRIATION DATA See CONTINUATION Page			26. TOTAL AWARD AMOUNT (For Govt. Use Only)			
<input checked="" type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA			<input type="checkbox"/> ARE <input checked="" type="checkbox"/> ARE NOT ATTACHED.			
<input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA			<input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED			
<input checked="" type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN <u>1</u> COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED			<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:			
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) Danielle L. Carroll Contracting Officer		31c. DATE SIGNED		

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SECTION B - CONTINUATION OF SF 1449 BLOCKS

B.1 CONTRACT ADMINISTRATION DATA

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

a. CONTRACTOR:

b. GOVERNMENT: **Department of Veterans Affairs, Network Contracting Office -22**
 Danielle Carroll, Contract Specialist
 4811 Airport Plaza Drive Suite 600, Long Beach, CA 90815
 Email: Danielle.carroll4@va.gov

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

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

3. INVOICES: Invoices shall be submitted in arrears:

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

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

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

AMENDMENT NO	DATE

B.2 STATEMENT OF WORK

1. **Contract Title.** Inspection and Certification of Fume Hoods, Ventilators, Biological Safety Cabinets, and Isolators.
2. **Place of Performance.** Veteran Affairs Long Beach Healthcare System (VALBHS) - 5901 E. 7th Street, Long Beach, CA 90822, Veteran Affairs Loma Linda Healthcare System (VALLHS) – 11201 Benton St. Loma Linda, CA 92357, Veteran Affairs Greater Los Angeles Healthcare System (VAGLAHS) – 11301 Wilshire Blvd, Los Angeles, CA 90073, and 16111 Plummer St, North Hills, CA 91343.
3. **Scope.** The Contractor shall provide all parts labor, transportation, equipment, supervision, and certified personnel to perform on-site bi-annual and monthly inspections and certifications of Government-Owned Fume Hoods, Ventilation Devices, Biological Safety Cabinets (BSC), Laminar Flow Devices, Isolators, Biosafety Hazard Hoods, Sterile Workbenches, Radiation Safety Hoods, Buffer, Ante spaces, and Pharmacy Clean Rooms (see section 6.1). The Contractors shall be responsible for removing or disposing of Hazmat.
4. Contractor shall conduct inspection, certification and testing in accordance with the following policies and recognized standards:
 - 4.1.1. California Administrative Code. Title 8
 - 4.1.2. NSF/ANSI 49
 - 4.1.3. CDC/NIH Biosafety in Microbiological and Biomedical Laboratories, 4th Ed., May 1999
 - 4.1.4. NIH Guidelines for Research Involving Recombinant DNA Molecules, January 2001
 - 4.1.5. OSHA Technical Manual – Controlling Occupational Exposure to Hazardous Drugs
 - 4.1.6. American Society of Hospital Pharmacists Technical Bulletin on Handling Cytotoxic Drugs in Hospital
 - 4.1.7. Food and Drug Administration
 - 4.1.8. Joint Commission
 - 4.1.9. CAL/OSHA 5154
 - 4.1.10. International Organization for Standardization (ISO) Class 5, 7, and 8 Criteria
 - 4.1.11. ISO 17025 and 14644
 - 4.1.12. CAG-003 and CAG-009
 - 4.1.13. IEST-RP-CC002
 - 4.1.14. United States Pharmacopeias (USP) 797, (USP) 800 and 1116

5. Requirements.

- 5.1. The Contractor shall provide bi-annual or monthly inspections, certifications, and testing on the equipment listed below (see section 6.1):

5.1.1. VA Long Beach

MANUFACTURER	TYPE	S/N	ITEM NUMBER	LOCATION
Thermo Scientific	Laboratory Hood	9700605453	5103966	128-149
Baker Co	Cabinets: Biolo	62929	6257	E222-126
Baker Co	Cabinets: Biolo	69685	33368	W231V-126
Baker Co	Cabinets: Biolo	69032	33239	110-138
Baker Co	Cabinets: Biolo	SL46040V	18721	115-138
Cepa	Cabinets: Biolo	SL45882V	18573	120-138

Mallinckrodt/Forma Scientific	Cabinets: Biolo	107010045	18559	128-138
Baker Co	Cabinets: Biolo	65399	12420	132-138
Baker Instruments	Cabinets: Biolo	69100	34537	134-138
Baker Co	Cabinets: Biolo	SH24401V	18555	207-138
Baker Co	Cabinets: Biolo	SH24402V	18556	207-138
Baker Co	Cabinets: Biolo	SH24977V	18557	210-138
Unknown	Cabinets: Biolo	102088	5103820	228-138
Mallinckrodt/Forma Scientific	Cabinets: Biolo	12643270	16832	232-138
Baker Co	Cabinets: Biolo	SG13619V	16728	234-138
Cepa	Cabinets: Biolo	17237	18570	245-138
Mallinckrodt/Forma Scientific	Cabinets: Biolo	13258347	18717	B08-138
Baker Co	Cabinets: Biolo	105302	108444	128-149
Baker Co	Cabinets: Biolo	105292	108445	128C-149
Baker Co	Cabinets: Biolo	101238	102476	123-164
Baker Instruments	Cabinets: Biolo	99566	101068	202P-2
Component Systems	Chambers: Isola	NONE	32618	351-126
Thermo Scientific	Laboratory Hood	9700712832	112188	103C-7
Thermo Scientific	Laboratory Hood	9700712833	112189	103C-7
Fisher Scientific	Laboratory Hood	075736-03	93739	E119B-126
Baker Co	Laboratory Hood	105247	108442	E230-126
Baker Co	Laboratory Hood	SG45988V	26052	E222-126
Baker Co	Laboratory Hood	105261	108443	E223-126
Sargent & Greenleaf	Laboratory Hood	103	18382	W231V-126
Kewaunee Scientific Equip	Laboratory Hood	101	18383	W231V-126
Kewaunee Scientific Equip	Laboratory Hood	100	18384	W231V-126
Kewaunee Scientific Equip	Laboratory Hood	102	18385	W231V-126
LABCONCO	Laboratory Hood	40621785	5101105	W154-126
PERMALAB	Laboratory Hood	1431	18822	102-138
PERMALAB	Laboratory Hood	1430	18780	113-138
DATA CRAFT	Laboratory Hood	1425	18754	119-138
Mallinckrodt/Forma Scientific	Laboratory Hood	1110134	18819	119-138
PERMALAB	Laboratory Hood	1424	18756	120-138
PERMALAB	Laboratory Hood	1427	18768	127-138
DATA CRAFT	Laboratory Hood	1428	28888	128-138
PERMALAB	Laboratory Hood	1426	18772	129-138
PERMALAB	Laboratory Hood	1429	18765	131-138
BAKER CO	Laboratory Hood	62741	5100125	131-138
BAKER CASTER OIL	Laboratory Hood	BM20280V	24637	141-138
	Laboratory Hood	14178	29057	143-138
PERMALAB	Laboratory Hood	1432	18776	203-138
PERMALAB	Laboratory Hood	1442	18812	204-138
PERMALAB	Laboratory Hood	NONE	18747	208-138

PERMALAB	Laboratory Hood	1441	18793	212-138
PERMALAB	Laboratory Hood	1439	18800	217-138
PERMALAB	Laboratory Hood	1436	18783	219-138
PERMALAB	Laboratory Hood	1435	18787	220-138
Mallinckrodt/Forma Scientific	Laboratory Hood	1037300007	16240	221-138
PERMALAB	Laboratory Hood	1456	18803	228-138
PERMALAB	Laboratory Hood	1433	6338	229-138
Contamination Control	Laboratory Hood	13318	18558	229-138
PERMALAB	Laboratory Hood	1438	6339	231-138
PERMALAB	Laboratory Hood	1440	18797	232-138
PERMALAB	Laboratory Hood	1454	18810	233-138
PERMALAB	Laboratory Hood	1437	18781	234-138
PERMALAB	Laboratory Hood	1434	18791	237-138
PERMALAB	Laboratory Hood	1457	15629	240-138
PERMALAB	Laboratory Hood	1455	18806	242-138
PERMALAB	Laboratory Hood	1458	18815	243-138
PERMALAB	Laboratory Hood	NONE	32118	244-138
PERMALAB	Laboratory Hood	1422	40081	B08-138
PERMALAB	Laboratory Hood	1423	18759	B2-138
LAB PROD	Laboratory Hood	90289	400044	B32A-138
PERMALAB	Laboratory Hood	1420	18753	B6-138
LABCONCO	Laboratory Hood	021053999F	41383	V30-150
Germfree Lab	Laboratory Hood	3S15LGU13 193	93923	123-164
LABCONCO	Laboratory Hood	249216H	50183	103C-7
LABCONCO	Laboratory Hood	245398H	50184	103C-7

5.1.2. VA Loma Linda

MANUFACTURER	TYPE	S/N	ITEM NUMBER	LOCATION
LABONCO	3620904	020119684E	26754	2C05
Lab Equip CO	H7-48	H7-48H	40092	2C05
Lab Equip CO	H7-48G	H7-48G	UNK	2C07
LABONCO	36209-00	247536	40138	2C07
Fisher	FB-PCR2	1591080398 158	41427	2C22
Lab Equip CO	H7-48D	H7-48D	40096	2C24
Lab Equip CO	H7-48E	H7-48E	40094	2C22
Lab Equip CO	H7-48C	H7-48C	40095	2C25
Lab Equip CO	H7-48B	H7-48B	40097	2C26
LABONCO	Premier	160729357B	UNK	2C27

LABONCO	Premier	160729358B	UNK	2C28
LABONCO	3440000	070976549	39977	2C29
LABONCO	Premier	160729356B	UNK	2C30
Lab Equip co	H7-48S	H7-48S	40112	3C28
Lab Equip co	H7-48R	H7-48R	40111	3C27
LABONCO	H7-48CC	H7-48CC	40122	4C22B
Forma Scientific	1284	18565-370	45031	4C22B
LABONCO	36209-08	257688	16334	4C22B
Lab Equip co	H7-48AA	H7-48AA	40124	4C25
Lab Equip co	H7-48V	H7-48V	UNK	4C02
LABONCO	36209-00	214517	9615	4C02
Lab Equip co	H7-48U	H7-48U	40118	4C03
Lab Equip co	H7-48Y	H7-48Y	UNK	4C04
LABONCO	3620904	010916879E	45029	4C04
Lab Equip co	H7-48W	H7-48W	UNK	4C05
USA Scientific	AC648LFUVC	42337	44237	4C05
Lab Equip co	H7-48X	H7-48X	40121	4C06
Fisher Scientific	PCR	-	UNK	4C06
Mopec	-	ME400L090 02	45782	1B25
Lab Equip co	H7-48Z	H7-48Z	6946	4C07
LABONCO	3440000	070976500	39976	4C07
BMC	6315-08	1DLA-26	45027	1B28
LABONCO	3440809	080891842B	45030	4C07
Lab Equip co	H3-72	143-72	45022	1B49
LABONCO	36209-01	192918	8742	4C07
Labgard	NV-629-600	1269701110 8	43090	1B28C
BMC	6315-08	1LLB-38	45018	1B51A
BMC	6315-08	1LLB-28	45019	1B51A
BMC	6315-08	1LLC-2	45020	1B51H
BMC	6315-08	1LLB-15	45017	1B50A
BMC	6315-08	1LLB-9	45016	1B50
BMC	6315-08	1LLA-21	45015	1B50
LABGARD	NV-629-600	1269661110 08	43091	1B30
LABGARD	NV-629-600	1269651110 08	43092	1B21
LABGARD	NV-629-600	1269711110 08	43090	1B22
LABGARD	NV-629-600	1269671110 08	43093	1B22
Nuaire	NV-612-SPEC	8056510300 2	45023	1B23
Nuaire	NV-602-400	1167409130 1	40299	1B22
LABONCO	36209-04	990906254	28319	1B25
Germfree	LFGI-6USP	65-15-LUG- 16441	Pharmacy- 67087	2C-125 Cancer Center
Germfree	LFGI-6USP	65-15-IUG- 1644o	Pharmacy- 67088	2C-125 Cancer Center
Baker Company	EGB-6252	67642	Pharmacy- 40255	1C-27 Main
Baker Company	EGB-6252	67643	Pharmacy- 40168	1C-27 Main

Germfree	LFGI-6USP	6S-15-LGU-13405	Pharmacy-41505	4C-31 Main
Germfree	LFGI-4USP	4S-15-LGU-13340	Pharmacy-41506	4C-31 Main
Hazardous-	BBF-3SSRX	3S-15-BR-16215	Pharmacy-Trailer	IV-TRAILER
Hazardous-	BBF-3SSRX	3S-15-BR-16216	Pharmacy-Trailer	IV-TRAILER
NON-Hazardous	BVBI-3SSRX	3S-15-BVBI-16217	Pharmacy-Trailer	IV-TRAILER
NON-Hazardous	BVBI-3SSRX	3S-15-BVBI-16218	Pharmacy-Trailer	IV-TRAILER

5.1.3. VA Greater Los Angeles

BLDG 500				
MANUFACTURER	TYPE	SERIAL	ITEM NUMBER	LOCATION
Canopy Hood	Ventilation	89341		500-0052
Canopy Hood	Ventilation	89342		500-0052
Canopy Hood	Ventilation	89343		500-0052
LABCONCO	Fume Hood	75303		500-0052
Canopy Hood	Ventilation	94154		500-0055
Bd	Ai	2867A		500-0072
Fume Hood	Fume Hood	75149		500-0072
Terra Universal	Laminar Flow	16041211	290046C06 28	500-0072
Terra Universal	Laminar Flow	16341711	200132AM S122809	500-0072
Baker	AII	48797	SG-600	500-0204
Baker	AII	81616	SG-403A	500-0204
Baker	AII	48812	SG-400	500-0204
Fume Hood	Fume Hood	75301		500-0238
Baker	AI	BM26283V	B-315	500-0238
Nuair	All	1248560730 08	NU440- 600	500-0238
Canopy Hood	Ventilation	75320		500-1300
Canopy Hood	Ventilation	89347		500-5011
Kewaunee	Fume Hood	89339		500-5012
Mopec	Ventilation	89340		500-5012
Baker	Isolator	99406	CS-500	500-4026

Baker	Isolator	99419	CS-500	500-4026
Baker	AI	BM27019V	B-315	500-4026
Baker	AII	SG403A	SS-400	500-5038
Baker	AI	100466	SS-400	500-5038
Nuaire	AII Nus425-600	9049804220 4	NUS425- 600	500-1295
Supreme Air Lv	Fume Hood	01719		500-1299B
Nuaire	Fume Hood	1558160320 13		500-1290
Nuaire	Fume Hood	1413491111 810		500-1290B
Nuaire	Biological Safety Cabinet	9049704220 4	NUS425- 400	500-1291
Nuaire	Biological Safety Cabinet	9179806240 4	NUS4525- 400	500-1295
Nuaire	Biological Safety Cabinet	9049804220 4	NUS425- 600	500-1295
Ventilation	Ventilation	140203		500-1287
Ventilation	Ventilation	140202		500-1287
Ventilation	Ventilation	140200		500-1287
Ventilation	Ventilation	140201		500-1287
Supreme Air LV	Fume Hood	01235		500-1272
	Biological Safety Cabinet	BM24339V		500-1272
Nus425-400	Biological Safety Cabinet	1557970320 13	NUS425- 400	500-1213
Nus425-400	Biological Safety Cabinet	1558480321 13	NU455*40 0	500-1213
Supreme Air LV	Fme Hood	01716		500-1213

BLDG 304				
MANUFACTURER	TYPE	SERIAL	ITEM NUMBER	LOCATION
LABCONCO	FUME HOOD	75195	WLA-92	304-E1-104
LABCONCO	AI	195416	WLA-24	304-E1-105
NUAIRE	AII	78838 AFU	WLA-31	304-E1-105
FUME HOOD	FUME HOOD	75116	WLA-49	304-E1-106B
FUME HOOD	FUME HOOD	75117	WLA-55	304-E1-106B
LABCONCO	AI	223681	WLA-114	304-E1-107
BAKER	AL	SP13998V	WLA-23	304-E1-107
FUME HOOD	FUME HOOD	75118	WLA-57	304-E1-107
NUAIRE	AII	72305	WLA-275	304-E1-109

FUME HOOD	FUME HOOD	75119	WLA-265	304-E1-111
FUME HOOD	FUME HOOD	89565	WLA-266	304-E1-113A
KEWAUNEE	FUME HOOD	75126	WLA-69	304-E1-213
KEWAUNEE	FUME HOOD	75124	WLA-71	304-E1-213
KEWAUNEE	FUME HOOD	75125	WLA-72	304-E1-213
KEWAUNEE	FUME HOOD	75127	WLA-70	304-E1-214
LABCONCO	FUME HOOD	22799	WLA-82	304-E1-215
NUAIRE	AI	1635 KX	WLA-203	304-E1-115
HAMILTON	FUME HOOD	75193	WLA-95	304-E1-225
BAKER	AI	SP8979V	WLA-37	304-E1-238
BAKER	AI	SL46016	WLA-267	304-E1-242
FISHER	FUME HOOD	74550	WLA-74	304-E2-218
LABCONCO	AII	040824747	WLA-268	304-E2-220
NUAIRE	BI	2070LX	WLA-35	304-E2-220
LABCONCO	AII	030605559	WLA-21	304-E2-220
FORMA	AI	100063- 2284	WLA-22	304-E2-220
NUAIRE	BII	66662ADN	WLA-142	304-E3-220
NUAIRE	BII	66661ADN	WLA-143	304-E3-220
BD	AI	1779	WLA-206	304-E3-228
FUME HOOD	FUME HOOD	75122	WLA-68	304-E3-231
NUAIRE	AII	66798 AND	WLA-16	304-E3-233
NUAIRE	AII	66797 AND	WLA-17	304-E3-233
CANOPY HOOD	VENTILATION	89344	WLA-81	304-E3-235
KEWAUNEE	FUME HOOD	75123	WLA-75	304-E3-240
BAKER	AII	SG19087V	ADD TO	304-E3-202
UNKNOWN	FUME HOOD	89381	ADD TO	304-E3-135
CANOPY HOOD	VENTILATION	VA-104	WLA-286	304-E3-139
CANOPY HOOD	VENTILATION	VA-105	WLA-287	304-E3-139
CANOPY HOOD	VENTILATION	VA-106	WLA-288	304-E3-139
CANOPY HOOD	VENTILATION	VA-107	WLA-282	304-E3-139
CANOPY HOOD	VENTILATION	VA-WLA- 101	WLA-278	304-E3-142

BLDG 117, BLDG 210, BLDG 345, AND BLDG 258				
MANUFACTURER	TYPE	SERIAL	ITEM NUMBER	LOCATION
BIOBUBBLE	LAMINAR FLOW	89359	WLA-139	117-14
TCS	LAMINAR FLOW	89365	WLA-263	117-3
LAB PRODUCTS	ANIMAL TENT	05/84/1640	WLA-231	117-21
LAB PRODUCTS	ANIMAL CONDO	13	WLA-140	117-21
LAB PRODUCTS	ANIMAL CONDO	12	WLA-141	117-HALL
LAB PRODUCTS	ANIMAL CONDO	6583	WLA-209	117-HALL
LAB PRODUCTS	ANIMAL CONDO	8383	WLA-150	117-HALL
KEWAUNEE	FUME HOOD	75342	WLA-217	210-4E
KEWAUNEE	FUME HOOD	75341	WLA-216	210-4
LABCONCO	FUME HOOD	001046134 U	WLA-274	210-224
KEWAUNEE	FUME HOOD	75342	WLA-217	210-4E
BAKER	AI	BM17737V	WLA-230	345-166B
ENVIRCO	CLEAN BENCH	0011571748	WLA-237	345-166B
ENVIRCO	CLEAN BENCH	0011571749	WLA-236	345-166B
HAMILTON	HOTCELL	75169	WLA-289	345-166B
CUSTOM MADE	HOTCELL	HOOD 2	WLA-290	345-166B
CUSTOM MADE	HOTCELL	3345	WLA-291	345-166B
CUSTOM MADE	HOTCELL	2004-192	WLA-292	345-166B
BAKER	AI	SP14811V	WLA-205	258-340H
HAMILTON	FUME HOOD	75194	WLA-226	258-340E

BLDG 115				
MANUFACTURER	TYPE	SERIAL	ITEM NUMBER	LOCATION
FUME HOOD	FUME HOOD	75363		115-105A
FUME HOOD	FUME HOOD	75358		115-109
FUME HOOD	FUME HOOD	75359		115-109B
PERMALAB	FUME HOOD	75360		115-112B
LABCONCO	AII	030226809Z		115-112B
FUME HOOD	FUME HOOD	75361		115-113B
FISHER	AII	10939		115-113
FUME HOOD	FUME HOOD	75362		115-114

FUME HOOD	FUME HOOD	75333		115-119
FUME HOOD	ID HOOD	89373		115-120
FUME HOOD	FUME HOOD	75130		115-120
FUME HOOD	FUME HOOD	75337		115-121
NUAIRE	AII	1098441006 06		115-121
FUME HOOD75334	FUME HOOD	75334		115-124
FUME HOOD	FUME HOOD	75364		115-128
BD	AII	85052298		115-129
BD	AII	87094727		115-129A
FUME HOOD	FUME HOOD	000961365		115-129
FUME HOOD	FUME HOOD	74577		115-129A
HAMILTON	FUME HOOD	75365		115-205
ENVIRCO	FUME HOOD	2565		115-205
HAMILTON	FUME HOOD	75336		115-218
FUME HOOD	FUME HOOD	75139		115-220A
IROQUOIS	FUME HOOD	75368		115-221
FUME HOOD	FUME HOOD	89360		115-226A
BAKER	AII	51250		115-226A
FUME HOOD	FUME HOOD	75335		115-226
BAKER	AII	BM32253V		115-228
ENVIRCO	CLEAN BENCH	80024		115-228
BAKER	AII	BM32354V		115-228
FORMA	AII	13336-66		115-228
BAKER	AII	54662		115-301
FUME HOOD	FUME HOOD	115-301		115-301
HEMCO	FUME HOOD	85828		115-305
HEMCO	FUME HOOD	85829		115-305
BAKER	AII	54845		115-312
HAMILTON	FUME HOOD	80060		115-312
HAMILTON	FUME HOOD	76894		115-313
BAKER	AI	SP33780V		115-113
FUME HOOD	FUME HOOD	76893		115-314
DEXON	CLEAN BENCH	10471		115-314
HANSON	FUME HOOD	74574 (235)		115-317

LABCONCO	FUME HOOD	74548		115-321
BAKER	AI	SP33779V		115-321
FUME HOOD	FUME HOOD	75343		115-325

BLDG 113				
MANUFACTURER	TYPE	SERIAL	ITEM NUMBER	LOCATION
GERMFREE		6515-0010		113-112B
BAKER	CLEAN BENCH	82366		113-109
BAKER	CLEAN BENCH	82361		113-110
BAKER		98160		113-109
LAB PRODUCTS	ANIMAL TENT	0284B3932		113-111
LAB PRODUCTS	LAMINAR FLOW	2633200104		113-109
BAKER		98158		113-112-11
LABCONCO	FUME HOOD	038934		113-113
LABCONCO	FUME HOOD	038879		113-114
LABCONCO		40720		113-128
BIOBUBBLE	LAMINAR FLOW	89374		113-135
LAB PRODUCTS	DUMP STATION	060988		113-135
REC	LAMINAR FLOW	89386		113-136
REC	LAMINAR FLOW	89385		113-136
BAKER		98172		113-137A
TCS	CHANGE STATION	89365		113-137C
LAB PRODUCTS	ANIMAL CONDO	23/89375		113-137A
LABCONCO		071280617B		113-208
BAKER	AI	SP21030V		113-211
PERMALAB	FUME HOOD	75350		113-217
NUAIRE	AII	25714XV		113-217
HAMILTON	FUME HOOD	74578		113-222
BAKER	AII	SL46018V		113-222
BAKER	AII	97288		113-223
BAKER	AII ***	78827		113-225
KEWAUNEE	FUME HOOD	74595		113-225

BAKER	AI	SP21030V		113-226
HAMILTON	FUME HOOD	75338		113-226
BAKER	AI	BM12518V		113-226
HAMILTON	FUME HOOD	74580		113-228
BAKER	AI	SP8315V		113-228
HAMILTON	FUME HOOD	74581		113-229
BAKER	AI	SP25954V		113-229
KEWAUNEE	NA	74582		113-232
BRKER	AI	SP8316V		113-232
BELLCO	CLEAN BENCH	NCB212		113-232
BRKER	AI	SP22912V		113-233A
KEWAUNEE	FUME HOOD	74549		113-300
HAMILTON	FUME HOOD	74583		113-306
LABCONCO	AII ***	708871		113-308
BAKER	AI	SP15610V		113-308
CCI	AI ***	10933-00058		113-309
CCI	AI ***	20750		113-309
FORMA ****	AI(691EE39702)	13855-649		113-309
KEWAUNEE	FUME HOOD	74585		113-313
KEWAUNEE	FUME HOOD	74584		113-313
KEWAUNEE	FUME HOOD	74586		113-315
KEWAUNEE	FUME HOOD	74590		113-317
KEWAUNEE	FUME HOOD	74591		113-317
	FUME HOOD	74592		113-317
KEWAUNEE	FUME HOOD	74587		113-318
KEWAUNEE	FUME HOOD	74588		113-319
FUME HOOD	FUME HOOD	74589		113-320
KEWAUNEE	FUME HOOD	74593		113-326

BLDG 114				
MANUFACTURER	TYPE	SERIAL	ITEM NUMBER	LOCATION
NUAIRE	AII	17577 TX	WLA-48	114-103-7
NUAIRE	AII	27147 AAP	WLA-49	114-103-7

NUAIRE	AII	81917 AGP	WLA-46	114-103-7
BAKER	AII	57242	WLA-47	114-103-7
FISHER	FUME HOOD	75370	WLA-50	114-103-8
NUAIRE	AII	12389102401	WLA-251	114-108
NUAIRE	AII	11305082201	WLA-51	114-108
NUAIRE	AII	11304082201	WLA-52	114-108
FUME HOOD	FUME HOOD	75380	WLA-55	114-113
FUME HOOD	FUME HOOD	75381	WLA-53	114-113
FUME HOOD	FUME HOOD	79446	WLA-54	114-113
FUME HOOD	FUME HOOD	75382	WLA-57	114-113
FUME HOOD	FUME HOOD	75379	WLA-56	114-113
FUME HOOD	FUME HOOD	75371	WLA-59	114-118-4
FUME HOOD	FUME HOOD	75372	WLA-58	114-118-4
FUME HOOD	FUME HOOD	75373	WLA-61	114-118-5
FUME HOOD	FUME HOOD	89352	WLA-60	114-118-5
BAKER	AII	SG20661V	WLA-1	114-120A
FUME HOOD	FUME HOOD	75376	WLA-62	114-120A
FUME HOOD	FUME HOOD	75378	WLA-64	114-121
FUME HOOD	FUME HOOD	75377	WLA-65	114-121
FUME HOOD	FUME HOOD	114-122A	WLA-153	114-122A
FISHER	FUME HOOD	89567	WLA-67	114-136
FUME HOOD	FUME HOOD	89566	WLA-68	114-137
LAB PRODUCTS	ANIMAL CONDON	37705008	WLA-138	114-137C
BD	AI	1517	WLA-70	114-139
BAKER	AII	67630	WLA-69	114-139
FUME HOOD	FUME HOOD	89388	WLA-71	114-139
BAKER	LAMINAR FLOW	E11445	WLA-74	114-200C
NUAIRE	AII	16666 TS	WLA-73	114-200C
FUME HOOD	FUME HOOD	75384	WLA-72	114-200A
FUME HOOD	FUME HOOD	75383	WLA-75	114-200D
EACI	CLEAN BENCH	87094684	WLA-252	114-202
LABCONCO	AII	060353210	WLA-76	114-202
FUME HOOD	FUME HOOD	75390	WLA-80	114-205
HAMILTON	FUME HOOD	99964	WLA-77	114-205

FUME HOOD	FUME HOOD	6640-R342	WLA-79	114-205
PERMA LAB	FUME HOOD	75385	WLA-81	114-211
FUME HOOD	FUME HOOD	75397	WLA-82	114-212A
FUME HOOD	FUME HOOD	75389	WLA-84	114-214
FUME HOOD	FUME HOOD	75388	WLA-83	114-214B
FUME HOOD	FUME HOOD	75387	WLA-255	114-224
LABCONCO	FUME HOOD	75200	WLA-87	114-230
FORMA	AII	153431079	WLA-86	114-230
ESCO	AI	2002-3527	WLA-256	114-231
HAMILTON	FUME HOOD	633136	WLA-83	114-231
FUME HOOD	FUME HOOD	74574	WLA-90	114-301
FORMA	AI	13336-66	WLA-93	114-301B
NUAIRE	AI	696FR	WLA-126	114-312
FUME HOOD	FUME HOOD	74573	WLA-197	114-302
FUME HOOD	FUME HOOD	74571	WLA-194	114-302A
FUME HOOD	FUME HOOD	74572	WLA-196	114-302A
KEWAUNEE	FUME HOOD	74576	WLA-158	114-310
CCI	LAMINAR FLOW	75396	WLA-96	114-312
FORMA	AI	14491294	WLA-97	114-316
FUME HOOD	FUME HOOD	75398	WLA-232	114-317
NUAIRE	AII	19178UU	WLA-98	114-317
BAKER	AII	57289	WLA-207	114-320
NUAIRE	AII	85273 AGX	WLA-134	114-320A
FUME HOOD	FUME HOOD	75394	WLA-160	114-320A
FUME HOOD	FUME HOOD	75392	WLA-161	114-320B
FUME HOOD	FUME HOOD	89348	WLA-192	114-320B
CCI	BI	10318	WLA-212	114-320C
BD	AI	9010847	WLA-105	114-324

6. Task.

6.1. Contractor shall perform the following testing:

6.1.1. Bi-annual

6.1.1.1. Down Flow Velocity

- 6.1.1.2. Inflow Velocity
- 6.1.1.3. Airflow Smoke Pattern Test
- 6.1.1.4. HEPA Filter Leakage
- 6.1.1.5. Static Pressure Reading (unit & duct)
- 6.1.1.6. Site Assessment
- 6.1.1.7. Environmental conditions for temperature, humidity, and pressure
- 6.1.1.8. Smoke Test Pattern
- 6.1.1.9. Airborne non-viable particle counting

6.1.2. Monthly

- 6.1.2.1. Viable Particle Surface and Air Sampling and Analysis for medium risk facilities

- 6.2. Contractor shall provide a Field Service Report (FSR) via email to the Contracting Officer Representative (COR) within ten (10) days of completed service. Contractor shall provide the following information:

- 6.2.1. Type of equipment (i.e. Fume Hood)
- 6.2.2. Manufacturer
- 6.2.3. Model Number
- 6.2.4. Class (i.e. AII)
- 6.2.5. Serial Number
- 6.2.6. VA Equipment Entry (EE) number
- 6.2.7. Building and Room the equipment is located in
- 6.2.8. Test Date
- 6.2.9. Pass or Fail inspection
- 6.2.10. Date of next inspection

Note: The contractor may use the excel inventory sheet as a template. The Contractor shall revalidate the data if any equipment is added or removed.

- 6.3. Contractor shall affix label to each unit that passes certification. Contractor shall affix labels on the day the inspection was passed or the certification date. Contractor shall provide label that includes:

- 6.3.1. Company Name
- 6.3.2. Mailing Address
- 6.3.3. Telephone number
- 6.3.4. Certificate Name (“Certificate of Environmental Compliance to CAL or OSHA and NFS Standard NO.49”)
- 6.3.5. Equipment Manufacture
- 6.3.6. Equipment Name
- 6.3.7. Inspection Date
- 6.3.8. Date of next inspection
- 6.3.9. Signature of inspector
- 6.3.10. Full printed name of inspector
- 6.3.11. Status: “Certified”
- 6.3.12. Unit ID Number from contract

- 6.4. Contractor shall affix label to each unit that fails certification. Contractor shall affix labels on the day of the failed inspection or certification. Contractor shall provide label that includes:

- 6.4.1. Company Name

- 6.4.2. Mailing Address
 - 6.4.3. Telephone number
 - 6.4.4. Equipment Manufacture
 - 6.4.5. Equipment Name
 - 6.4.6. Inspection Date
 - 6.4.7. Signature of inspector
 - 6.4.8. Full printed name of inspector
 - 6.4.9. Status: "Failed"
 - 6.4.10. Unit ID Number from contract
- 6.5. Contractor shall submit a written statement of repairs needed (to be referred to as Failed Inspection Report), including an itemized listing of parts deemed necessary to certify the unit. This must be submitted to the COR prior to leaving the facility on the day of attempted certification. This information must be written in detail so that the COR may pass it to a Repair Contractor (if selected to be different from the Certification Contractor) thus enabling this other contractor to bring all materials and parts needed at the time of service to effect repairs rendering the unit certifiable.
- 6.6. If a hood is deemed non-repairable, not meeting industry standards and failing the test requirements, the Contractor shall provide the COR with the Failed Inspection Report outlining specific non-repairable/replaceable parts that prevents certification on the same day of the inspection. The Contractor shall notify the COR verbally and through a written report of any equipment not being repaired to the COR prior to leaving the Government premises.

Note: The contractor may use the excel inventory sheet as a template. The Contractor shall revalidate the data if any equipment is added or removed

7. Training.

- 7.1. Contractor personnel performing inspection and certification services shall be fully accredited and certified to conduct tests, evaluations and certification of the equipment assigned.
- 7.2. Contractor personnel shall have validated Certificate of Accreditation from National Sanitation Foundation (NSF) International: Biohazard Cabinet Field Certifier Accreditation Program. The certificate of accreditation shall specify the initial and expiration dates and this certification shall be verifiable on the NSF website and shall be provided to the COR ten (10) days following award.
- 7.3. Contractor shall be required to update accredited contractor personnel certifications throughout the life of the contract as changes occur to staff. New employee credentials of accreditation for equipment on contract and training certificates must be submitted and approved by the COR prior to the employee commencing any work on this contract.

8. Inspections.

- 8.1. Contractor shall perform inspections bi-annually. Inspections, certifications, and testing are to be completed within the first fifteen (15) working days of each scheduled service.
- 8.2. Inspections shall be mutually agreed upon by the COR and contractor thirty (30) days prior to the inspection. The Contractor is responsible for complying with the inspection schedules.

9. Work Hours.

9.1. The Contractor is responsible for conducting business, between the hours of 7:00 A.M. and 4:30 P.M. PST. Monday thru Friday except Federal holidays or when the Government facility is closed due to a local or national emergencies, administrative closings or similar Government directed facility closings. The Contractor may find it necessary to deviate from the normal base hours of operation to ensure timely completion of work under this SOW at no additional cost to the government. The service schedule will be developed between the contractor and Contractor's Representative prior to any service being performed.

9.2. **National Holidays:** The ten holidays observed by the Federal Government are: New Year's Day, Martin Luther King's Birthday, President's Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day and Christmas Day and any other day specifically declared by the President of the United States to be a national holiday.

10. **Changes to Contract:** Only those services specified herein are authorized. Changes to the contract are not authorized and reimbursement shall not be made for any work or services performed outside the scope of this contract, unless prior authorization is obtained in writing from the Contracting Officer.

11. **Quality Assurance:** The Contractor shall comply with all applicable regulations and guidelines of the Joint Commission (JC), Occupational Safety and Health Administration (OSHA), California Public Utility Commission and/or any other pertinent federal, state, and local policies relating to the herein mentioned work. All tasks accomplished by the Contractor personnel shall be performed to preclude damage or defacement to patient or Government-owned property, equipment and facilities. The Contractor shall report any damage caused by the Contractor personnel within 24 hours to the COR. The Contractor shall replace items or repair property, equipment or facilities to previous condition, if the Contractor is determined to be at fault for the damage.

12. **Monitoring Procedures:** The Contracting Officer Representative (COR) shall be responsible for monitoring the Contractor's performance. Performance deficiencies or poor performance identified during the term of the contract shall be reported to the Contractor. Upon notification of deficiencies or poor performance, the Contractor shall be given a reasonable time to take corrective action. If determined appropriate, the Contracting Officer, COR and/or other VA staff members shall meet with representatives of the Contractor to review performance and resolve issues. Contractor may be required to attend meeting at no additional charge to the Government.

13. **Contracting Officer Representative (COR):** Delegation of Authority letter(s) shall be forwarded to the Contractor after contract award identifying the COR(s) and all representatives of VAMC authorized to order services and to accept or reject services from the Contractor. This designation shall be furnished in writing to the Contractor prior to commencement of the contract.

14. Contractor Point Of Contact:

14.1. The Contractor shall designate one (1) employee as the Point of Contact (POC) responsible for administrative matters in the performance of services under this contract. The POC shall have

authority to act for Contractor on all matters relating to the daily performance of this contract. An alternate may be designated, but the Contractor shall notify the Contracting Officer and COR in writing those times when the alternate shall act as the POC.

- 14.2. The Contractor shall provide the name and telephone number of the person designated as Point of Contact and Alternate on the space below:
- 14.2.1. Point of Contact, Name:
- 14.2.2. Telephone Number:
- 14.2.3. Alternate Point of Contact, Name:
- 14.2.4. Telephone Number:
15. **PERSONNEL POLICY:** The Contractor has full responsibility for the protection of its personnel furnishing services under this contract, such as providing Workers' Compensation, professional liability insurance, health examination and social security payments. Payment for any leave, including sick leave or vacation time is considered the responsibility of the Contractor. The Contractor shall follow all existing local, state, federal employment laws and/or union regulations relevant to fringe benefits and premium pay for their employees.
16. **SERVICE CONTRACT ACT:** The resulting contract shall be subject to the Service Contract Act of 1965 (as amended). Service employees performing under this contract shall be paid no less than the wages as indicated in the applicable Wage Determination incorporated by reference herein.
17. **CONTRACTOR SUBMITTALS/INSURANCE REQUIREMENTS:**
- 17.1. The Contractor shall comply with Federal and State Workers Compensation and liability insurance. Reference FAR clause 52.228-5-Insurance and Subpart 28.307-2-Liability.
- 17.2. The Contractor shall furnish to the Contracting Officer within fifteen (15) days of award an Official Certification from the insurance company indicating that the coverage has been obtained and that it may not be changed or cancelled without guaranteed thirty (30) day notice to the Contracting Officer. New certifications shall be furnished at least thirty (30) days prior to the expiration date of the current insurance policy. The phrase "will endeavor" is not acceptable terms to the Government and such coverage carrying that phrase will be rejected and services may not be rendered until proper certificate is issued.
18. **BACKGROUND SCREENING:** In accordance with VHA Directive 0710 all Contractor personnel providing services under this contract shall be the subject to a background screening and shall receive favorable adjudication from the VA prior to contract performance. The level of screening for this contract is: **Special Agency Check (SAC)** only unless a **National Agency Check** is determined to be required by the VA ISO and/or Privacy Officer for contract personnel assigned to a low risk/non-sensitive position is expected to work more than 180 days. Any employee whose background investigation yields unfavorable results shall be removed immediately from performance under this contract. In the event the screening is not completed prior to contract performance; the Contractor shall be responsible for the actions of those individuals performing under the contract.

19. **SMOKING POLICY:** Smoking is strictly prohibited on the ground of any VHA facility. Per VHA directive 1085 dated March 5, 2019, it is VHA policy that all VHA health care facilities, including hospitals, community clinics, administrative offices and Vet Centers, will be smoke-free for patients, visitors, contractors, volunteers, and vendors effective October 1, 2019. There will no longer be designated smoking areas.

20. **BADGES:** All Contractor personnel shall wear VA provided identification (I.D.) badges above the waist at all times while on the VA grounds. Contractor shall coordinate with COR in order to obtain the VA provided I.D. badges for all drivers. All VA provided I.D. badges shall be returned at the end of the contract or upon completion of service. Failure to wear ID badges may result in removal from Federal Property.

21. **SOLICITATIONS:** Solicitation by Contractor personnel for any reason is **STRICTLY PROHIBITED.**

B.3 SCHEDULE OF SERVICES AND PRICE

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

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

B.3.1. Long Beach Healthcare System

Base Year: November 15th, 2019 – November 14th, 2020					
ITEM NUMBER	DESCRIPTION OF SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AA	Biological Safety Cabinet	74	EA		
0002AA	Fume Hood	80	EA		
0003AA	Isolator	2	EA		
0004AA	Laminar Flow Devices	8	EA		
0005AA	Ventilation Device	8	EA		
0006AA	Pec's Airborne Non-Viable Counting Test	4	EA		
0007AA	Pec's Viable Particle Surface And Air Sampling	4	EA		
0008AA	Non-Viable Testing To Usp 797 (Clean Room, Buffer, Ante)	2	EA		
0009AA	Viable Particle Surface And Air Sampling (Clean Room)	2	EA		
0010AA	Non-Cycle Trip Charge	2	EA		
				GRAND TOTAL:	

Option Year 1: November 15th, 2020 – November 14th, 2021					
ITEM NUMBER	DESCRIPTION OF SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1001AA	Biological Safety Cabinet	74	EA		
1002AA	Fume Hood	80	EA		
1003AA	Isolator	2	EA		
1004AA	Laminar Flow Devices	8	EA		
1005AA	Ventilation Device	8	EA		
1006AA	Pec's Airborne Non-Viable Counting Test	4	EA		
1007AA	Pec's Viable Particle Surface And Air Sampling	4	EA		

1008AA	Non-Viable Testing To Usp 797 (Clean Room, Buffer, Ante)	2	EA		
1009AA	Viable Particle Surface And Air Sampling (Clean Room)	2	EA		
1010AA	Non-Cycle Trip Charge	2	EA		
				GRAND TOTAL:	

Option Year 2: November 15th, 2021 – November 14th, 2022					
ITEM NUMBER	DESCRIPTION OF SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2001AA	Biological Safety Cabinet	74	EA		
2002AA	Fume Hood	80	EA		
2003AA	Isolator	2	EA		
2004AA	Laminar Flow Devices	8	EA		
2005AA	Ventilation Device	8	EA		
2006AA	Pec's Airborne Non-Viable Counting Test	4	EA		
2007AA	Pec's Viable Particle Surface And Air Sampling	4	EA		
2008AA	Non-Viable Testing To Usp 797 (Clean Room, Buffer, Ante)	2	EA		
2009AA	Viable Particle Surface And Air Sampling (Clean Room)	2	EA		
2010AA	Non-Cycle Trip Charge	2	EA		
				GRAND TOTAL:	

Option Year 3: November 15th, 2022 – November 14th, 2023					
ITEM NUMBER	DESCRIPTION OF SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3001AA	Biological Safety Cabinet	74	EA		
3002AA	Fume Hood	80	EA		
3003AA	Isolator	2	EA		
3004AA	Laminar Flow Devices	8	EA		
3005AA	Ventilation Device	8	EA		
3006AA	Pec's Airborne Non-Viable Counting Test	4	EA		
3007AA	Pec's Viable Particle Surface and Air Sampling	4	EA		

3008AA	Non-Viable Testing To USP 797 (Clean Room, Buffer, Ante)	2	EA		
3009AA	Viable Particle Surface and Air Sampling (Clean Room)	2	EA		
3010AA	Non-Cycle Trip Charge	2	EA		
				GRAND TOTAL:	

Option Year 4: November 15th, 2023 – November 14th, 2024					
ITEM NUMBER	DESCRIPTION OF SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4001AA	Biological Safety Cabinet	74	EA		
4002AA	Fume Hood	80	EA		
4003AA	Isolator	2	EA		
4004AA	Laminar Flow Devices	8	EA		
4005AA	Ventilation Device	8	EA		
4006AA	Pec's Airborne Non-Viable Counting Test	4	EA		
4007AA	Pec's Viable Particle Surface and Air Sampling	4	EA		
4008AA	Non-Viable Testing To USP 797 (Clean Room, Buffer, Ante)	2	EA		
4009AA	Viable Particle Surface And Air Sampling (Clean Room)	2	EA		
4010AA	Non-Cycle Trip Charge	2	EA		
				GRAND TOTAL:	

B.3.2. Loma Linda Healthcare System

Base Year: November 15th, 2019 – November 14th, 2020					
ITEM NUMBER	DESCRIPTION OF SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AB	Biological Safety Cabinet	60	EA		
0002AB	Fume Hood	76	EA		
0003AB	Isolator	4	EA		
0004AB	Laminar Flow Devices	14	EA		
0005AB	Ventilation Device	2	EA		
0006AB	Pec's Airborne Non-Viable Counting Test	4	EA		
0007AB	Pec's Viable Particle Surface And Air Sampling	4	EA		
0008AB	Non-Viable Testing To USP 797 (Clean Room, Buffer, Ante)	2	EA		
0009AB	Viable Particle Surface And Air Sampling (Clean Room)	2	EA		
0010AB	Non-Cycle Trip Charge	2	EA		
				GRAND TOTAL:	

Option Year 1: November 15th, 2020 – November 14th, 2021					
ITEM NUMBER	DESCRIPTION OF SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1001AB	Biological Safety Cabinet	60	EA		
1002AB	Fume Hood	76	EA		
1003AB	Isolator	4	EA		
1004AB	Laminar Flow Devices	14	EA		
1005AB	Ventilation Device	2	EA		
1006AB	Pec's Airborne Non-Viable Counting Test	4	EA		
1007AB	Pec's Viable Particle Surface And Air Sampling	4	EA		
1008AB	Non-Viable Testing To USP 797 (Clean Room, Buffer, Ante)	2	EA		
1009AB	Viable Particle Surface And Air Sampling (Clean Room)	2	EA		
1010AB	Non-Cycle Trip Charge	2	EA		
				GRAND TOTAL:	

Option Year 2: November 15th, 2021 – November 14th, 2022					
ITEM NUMBER	DESCRIPTION OF SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2001AB	Biological Safety Cabinet	60	EA		
2002AB	Fume Hood	76	EA		
2003AB	Isolator	4	EA		
2004AB	Laminar Flow Devices	14	EA		
2005AB	Ventilation Device	2	EA		
2006AB	Pec's Airborne Non-Viable Counting Test	4	EA		
2007AB	Pec's Viable Particle Surface And Air Sampling	4	EA		
2008AB	Non-Viable Testing To USP 797 (Clean Room, Buffer, Ante)	2	EA		
2009AB	Viable Particle Surface And Air Sampling (Clean Room)	2	EA		
2010AB	Non-Cycle Trip Charge	2	EA		
				GRAND TOTAL:	

Option Year 3: November 15th, 2022 – November 14th, 2023					
ITEM NUMBER	DESCRIPTION OF SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3001AB	Biological Safety Cabinet	60	EA		
3002AB	Fume Hood	76	EA		
3003AB	Isolator	4	EA		
3004AB	Laminar Flow Devices	14	EA		
3005AB	Ventilation Device	2	EA		
3006AB	Pec's Airborne Non-Viable Counting Test	4	EA		
3007AB	Pec's Viable Particle Surface And Air Sampling	4	EA		
3008AB	Non-Viable Testing To USP 797 (Clean Room, Buffer, Ante)	2	EA		
3009AB	Viable Particle Surface And Air Sampling (Clean Room)	2	EA		
3010AB	Non-Cycle Trip Charge	2	EA		
				GRAND TOTAL:	

Option Year 4: November 15th, 2023 – November 14th, 2024					
ITEM NUMBER	DESCRIPTION OF SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4001AB	Biological Safety Cabinet	60	EA		
4002AB	Fume Hood	76	EA		
4003AB	Isolator	4	EA		
4004AB	Laminar Flow Devices	14	EA		
4005AB	Ventilation Device	2	EA		
4006AB	Pec's Airborne Non-Viable Counting Test	4	EA		
4007AB	Pec's Viable Particle Surface And Air Sampling	4	EA		
4008AB	Non-Viable Testing To USP 797 (Clean Room, Buffer, Ante)	2	EA		
4009AB	Viable Particle Surface And Air Sampling (Clean Room)	2	EA		
4010AB	Non-Cycle Trip Charge	2	EA		
				GRAND TOTAL:	

B.3.3. Greater Los Angeles Healthcare System

Base Year: November 15th, 2019 – November 14th, 2020					
ITEM NUMBER	DESCRIPTION OF SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AC	Biological Safety Cabinet	182	EA		
0002AC	Fume Hood	218	EA		
0003AC	Isolator	14	EA		
0004AC	Laminar Flow Devices	66	EA		
0005AC	Ventilation Device	46	EA		
0006AC	Pec's Airborne Non-Viable Counting Test	20	EA		
0007AC	Pec's Viable Particle Surface And Air Sampling	20	EA		
0008AC	Non-Viable Testing To USP 797 (Clean Room, Buffer, Ante)	10	EA		
0009AC	Viable Particle Surface And Air Sampling (Clean Room)	10	EA		
0010AC	Non-Cycle Trip Charge	2	EA		
				GRAND TOTAL:	

Option Year 1: November 15th, 2020 – November 14th, 2021					
ITEM NUMBER	DESCRIPTION OF SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1001AC	Biological Safety Cabinet	182	EA		
1002AC	Fume Hood	218	EA		
1003AC	Isolator	14	EA		
1004AC	Laminar Flow Devices	66	EA		
1005AC	Ventilation Device	46	EA		
1006AC	Pec's Airborne Non-Viable Counting Test	20	EA		
1007AC	Pec's Viable Particle Surface And Air Sampling	20	EA		
1008AC	Non-Viable Testing To USP 797 (Clean Room, Buffer, Ante)	10	EA		
1009AC	Viable Particle Surface And Air Sampling (Clean Room)	10	EA		
1010AC	Non-Cycle Trip Charge	2	EA		
				GRAND TOTAL:	

Option Year 2: November 15th, 2021 – November 14th, 2022					
ITEM NUMBER	DESCRIPTION OF SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2001AC	Biological Safety Cabinet	182	EA		
2002AC	Fume Hood	218	EA		
2003AC	Isolator	14	EA		
2004AC	Laminar Flow Devices	66	EA		
2005AC	Ventilation Device	46	EA		
2006AC	Pec's Airborne Non-Viable Counting Test	20	EA		
2007AC	Pec's Viable Particle Surface And Air Sampling	20	EA		
2008AC	Non-Viable Testing To USP 797 (Clean Room, Buffer, Ante)	10	EA		
2009AC	Viable Particle Surface And Air Sampling (Clean Room)	10	EA		
2010AC	Non-Cycle Trip Charge	2	EA		
				GRAND TOTAL:	

Option Year 3: November 15th, 2022 – November 14th, 2023					
ITEM NUMBER	DESCRIPTION OF SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3001AC	Biological Safety Cabinet	182	EA		
3002AC	Fume Hood	218	EA		
3003AC	Isolator	14	EA		
3004AC	Laminar Flow Devices	66	EA		
3005AC	Ventilation Device	46	EA		
3006AC	Pec's Airborne Non-Viable Counting Test	20	EA		
3007AC	Pec's Viable Particle Surface And Air Sampling	20	EA		
3008AC	Non-Viable Testing To USP 797 (Clean Room, Buffer, Ante)	10	EA		
3009AC	Viable Particle Surface And Air Sampling (Clean Room)	10	EA		
3010AC	Non-Cycle Trip Charge	2	EA		
				GRAND TOTAL:	

Option Year 4: November 15th, 2023 – November 14th, 2024					
ITEM NUMBER	DESCRIPTION OF SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4001AC	Biological Safety Cabinet	182	EA		
4002AC	Fume Hood	218	EA		
4003AC	Isolator	14	EA		
4004AC	Laminar Flow Devices	66	EA		
4005AC	Ventilation Device	46	EA		
4006AC	Pec's Airborne Non-Viable Counting Test	20	EA		
4007AC	Pec's Viable Particle Surface And Air Sampling	20	EA		
4008AC	Non-Viable Testing To USP 797 (Clean Room, Buffer, Ante)	10	EA		
4009AC	Viable Particle Surface And Air Sampling (Clean Room)	10	EA		
4010AC	Non-Cycle Trip Charge	2	EA		
				GRAND TOTAL:	

B.3.3.1 Greater Los Angeles - Sepulveda

Base Year: November 15th, 2019 – November 14th, 2020					
ITEM NUMBER	DESCRIPTION OF SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AD	Biological Safety Cabinet	40	EA		
0002AD	Fume Hood	80	EA		
0003AD	Isolator	2	EA		
0004AD	Laminar Flow Devices	28	EA		
0005AD	Pec's Airborne Non-Viable Counting Test	2	EA		
0006AD	Non-Cycle Trip Charge	2	EA		
				GRAND TOTAL:	

Option Year 1: November 15th, 2020 – November 14th, 2021					
ITEM NUMBER	DESCRIPTION OF SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1001AD	Biological Safety Cabinet	40	EA		
1002AD	Fume Hood	80	EA		
1003AD	Isolator	2	EA		
1004AD	Laminar Flow Devices	28	EA		
1005AD	Pec's Airborne Non-Viable Counting Test	2	EA		
1006AD	Non-Cycle Trip Charge	2	EA		
				GRAND TOTAL:	

Option Year 2: November 15th, 2021 – November 14th, 2022					
ITEM NUMBER	DESCRIPTION OF SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2001AD	Biological Safety Cabinet	40	EA		
2002AD	Fume Hood	80	EA		
2003AD	Isolator	2	EA		
2004AD	Laminar Flow Devices	28	EA		
2005AD	Pec's Airborne Non-Viable Counting Test	2	EA		
2006AD	Non-Cycle Trip Charge	2	EA		
				GRAND TOTAL:	

Option Year 3: November 15th, 2022 – November 14th, 2023					
ITEM NUMBER	DESCRIPTION OF SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3001AD	Biological Safety Cabinet	40	EA		
3002AD	Fume Hood	80	EA		
3003AD	Isolator	2	EA		
3004AD	Laminar Flow Devices	28	EA		
3005AD	Pec's Airborne Non-Viable Counting Test	2	EA		
3006AD	Non-Cycle Trip Charge	2	EA		
				GRAND TOTAL:	

Option Year 4: November 15th, 2023 – November 14th, 2024					
ITEM NUMBER	DESCRIPTION OF SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4001AD	Biological Safety Cabinet	40	EA		
4002AD	Fume Hood	80	EA		
4003AD	Isolator	2	EA		
4004AD	Laminar Flow Devices	28	EA		
4005AD	Pec's Airborne Non-Viable Counting Test	2	EA		
4006AD	Non-Cycle Trip Charge	2	EA		
				GRAND TOTAL:	

SECTION C - CONTRACT CLAUSES

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

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

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

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

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

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

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

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

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

(g) *Invoice.*

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

(i) Name and address of the Contractor;

- (ii) Invoice date and number;
- (iii) Contract number, line item number and, if applicable, the order number;
- (iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;
- (v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;
- (vi) Terms of any discount for prompt payment offered;
- (vii) Name and address of official to whom payment is to be sent;
- (viii) Name, title, and phone number of person to notify in event of defective invoice; and
- (ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.
- (x) Electronic funds transfer (EFT) banking information.

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

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

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

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

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

(i) Payment.—

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

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

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

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

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

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

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

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

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

(D) Contractor point of contact.

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

(6) *Interest.*

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

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

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

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

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

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

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

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

(A) The date fixed under this contract.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(1) The schedule of supplies/services.

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

(3) The clause at 52.212-5.

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

(5) Solicitation provisions if this is a solicitation.

(6) Other paragraphs of this clause.

(7) The Standard Form 1449.

(8) Other documents, exhibits, and attachments

(9) The specification.

(t) [Reserved]

(u) *Unauthorized Obligations.*

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

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

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

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

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

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

(End of Clause)

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

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

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

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

(End of Clause)

<u>FAR Number</u>	<u>Title</u>	<u>Date</u>
52.203-16	PREVENTING PERSONAL CONFLICTS OF INTEREST	DEC 2011
52.203-17	CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS	APR 2014
52.204-4	PRINTED OR COPIED DOUBLE-SIDED ON POSTCONSUMER FIBER CONTENT PAPER	MAY 2011
52.204-7	SYSTEM FOR AWARD MANAGMENT	OCT 2018
52.228-5	INSURANCE—WORK ON A GOVERNMENT INSTALLATION	JAN 1997
52.232-40	PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS	DEC 2013

C.3 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS—COMMERCIAL ITEMS (MAY 2019)

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

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

(2) 52.204–23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (Jul 2018) (Section 1634 of Pub. L. 115–91).

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

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

(5) 52.233-4, Applicable Law for Breach of Contract Claim (Oct 2004) (Public Laws 108-77 and 108-78 (19 U.S.C. 3805 note)).

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

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

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

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

(4) 52.204–10, Reporting Executive Compensation and First-Tier Subcontract Awards (Oct 2018) (Pub. L. 109–282) (31 U.S.C. 6101 note).

(5) [Reserved]

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

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

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

(9) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (Oct 2018) (41 U.S.C. 2313).

(10) [Reserved]

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

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

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

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

(13) [Reserved]

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

(ii) Alternate I (NOV 2011).

(iii) Alternate II (NOV 2011).

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

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

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

(16) 52.219-8, Utilization of Small Business Concerns (Oct 2018) (15 U.S.C. 637(d)(2) and (3)).

(17)(i) 52.219-9, Small Business Subcontracting Plan (AUG 2018) (15 U.S.C. 637(d)(4)).

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

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

(iv) Alternate III (JAN 2017) of 52.219-9.

(v) Alternate IV (AUG 2018) of 52.219-9.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(33)(i) 52.222-50, Combating Trafficking in Persons (JAN 2019) (22 U.S.C. chapter 78 and E.O. 13627).

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(55) 52.232-33, Payment by Electronic Funds Transfer—System for Award Management (Oct 2018) (31 U.S.C. 3332).

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

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

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

(59) 52.242-5, Payments to Small Business Subcontractors (JAN 2017)(15 U.S.C. 637(d)(13)).

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

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

(iii) Alternate II (FEB 2006) of 52.247-64.

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

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

(2) 52.222-41, Service Contract Labor Standards (AUG 2018) (41 U.S.C. chapter 67).

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

(4) 52.222-43, Fair Labor Standards Act and Service Contract Labor Standards—Price Adjustment (Multiple Year and Option Contracts) (AUG 2018) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(xiii)(A) 52.222-50, Combating Trafficking in Persons (JAN 2019) (22 U.S.C. chapter 78 and E.O. 13627).

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

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

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

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

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

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

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

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

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

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

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

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

(End of Clause)

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

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

(End of Clause)

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

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

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

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

(End of Clause)

C.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)

C.7 VAAR 852.219-74 LIMITATIONS ON SUBCONTRACTING— MONITORING AND COMPLIANCE (JUL 2018)

(a) This solicitation includes FAR 52.219-6 Notice of Total Small Business Set-Aside.

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

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

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

(End of Clause)

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

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

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

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

(3) *Electronic form* means an automated system transmitting information electronically according to the accepted electronic data transmission methods and formats identified in paragraph (c) of this clause. Facsimile, email, and scanned documents are not acceptable electronic forms for submission of payment requests;

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

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

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

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

(1) VA’s Electronic Invoice Presentment and Payment System at the current website address provided in the contract.

(2) Any system that conforms to the X12 electronic data interchange (EDI) formats established by the Accredited Standards Center (ASC) and chartered by the American National Standards Institute (ANSI).

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

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

- (1) Awards made to foreign vendors for work performed outside the United States;
- (2) Classified contracts or purchases when electronic submission and processing of payment requests could compromise the safeguarding of classified or privacy information;
- (3) Contracts awarded by contracting officers in the conduct of emergency operations, such as responses to national emergencies;
- (4) Solicitations or contracts in which the designated agency office is a VA entity other than the VA Financial Services Center in Austin, Texas; or
- (5) Solicitations or contracts in which the VA designated agency office does not have electronic invoicing capability as described above.

(End of Clause)

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

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

(End of Clause)

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

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

(End of Clause)

01020 - Administrative Assista	34.07
01035 - Court Reporter	29.17
01041 - Customer Service Representative I	14.65
01042 - Customer Service Representative II	16.47
01043 - Customer Service Representative III	17.97
01051 - Data Entry Operator I	15.05
01052 - Data Entry Operator II	16.42
01060 - Dispatcher Motor Vehicle	22.41
01070 - Document Preparation Clerk	17.26
01090 - Duplicating Machine Operator	17.26
01111 - General Clerk I	14.89
01112 - General Clerk II	16.25
01113 - General Clerk III	18.25
01120 - Housing Referral Assistant	22.64
01141 - Messenger Courier	15.25
01191 - Order Clerk I	16.98
01192 - Order Clerk II	18.53
01261 - Personnel Assistant (Employment) I	18.07
01262 - Personnel Assistant (Employment) II	20.20
01263 - Personnel Assistant (Employment) III	22.53
01270 - Production Control Clerk	23.51
01290 - Rental Clerk	16.83
01300 - Scheduler Maintenance	18.16
01311 - Secretary I	18.16
01312 - Secretary II	20.31
01313 - Secretary III	22.64
01320 - Service Order Dispatcher	19.54
01410 - Supply Technician	34.07
01420 - Survey Worker	19.93
01460 - Switchboard Operator/Receptionist	14.85
01531 - Travel Clerk I	17.59
01532 - Travel Clerk II	19.15
01533 - Travel Clerk III	20.57
01611 - Word Processor I	18.05
01612 - Word Processor II	20.27
01613 - Word Processor III	22.67
05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer Fiberglass	23.56
05010 - Automotive Electrician	22.18
05040 - Automotive Glass Installer	20.84
05070 - Automotive Worker	20.84
05110 - Mobile Equipment Servicer	19.16
05130 - Motor Equipment Metal Mechanic	23.56
05160 - Motor Equipment Metal Worker	20.84
05190 - Motor Vehicle Mechanic	23.56
05220 - Motor Vehicle Mechanic Helper	18.38
05250 - Motor Vehicle Upholstery Worker	20.40
05280 - Motor Vehicle Wrecker	20.84
05310 - Painter Automotive	22.18
05340 - Radiator Repair Specialist	20.84
05370 - Tire Repairer	16.73
05400 - Transmission Repair Specialist	23.56
07000 - Food Preparation And Service Occupations	
07010 - Baker	12.42

07041 - Cook I	16.04
07042 - Cook II	18.56
07070 - Dishwasher	11.57
07130 - Food Service Worker	12.01
07210 - Meat Cutter	15.92
07260 - Waiter/Waitress	12.03
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	20.45
09040 - Furniture Handler	13.66
09080 - Furniture Refinisher	20.45
09090 - Furniture Refinisher Helper	16.30
09110 - Furniture Repairer Minor	18.74
09130 - Upholsterer	20.45
11000 - General Services And Support Occupations	
11030 - Cleaner Vehicles	12.42
11060 - Elevator Operator	14.21
11090 - Gardener	20.04
11122 - Housekeeping Aide	14.21
11150 - Janitor	14.21
11210 - Laborer Grounds Maintenance	15.03
11240 - Maid or Houseman	13.04
11260 - Pruner	13.54
11270 - Tractor Operator	18.38
11330 - Trail Maintenance Worker	15.03
11360 - Window Cleaner	15.78
12000 - Health Occupations	
12010 - Ambulance Driver	17.82
12011 - Breath Alcohol Technician	22.80
12012 - Certified Occupational Therapist Assistant	34.28
12015 - Certified Physical Therapist Assistant	33.56
12020 - Dental Assistant	17.34
12025 - Dental Hygienist	49.37
12030 - EKG Technician	34.49
12035 - Electroneurodiagnostic Technologist	34.49
12040 - Emergency Medical Technician	17.82
12071 - Licensed Practical Nurse I	20.38
12072 - Licensed Practical Nurse II	22.80
12073 - Licensed Practical Nurse III	25.41
12100 - Medical Assistant	16.73
12130 - Medical Laboratory Technician	24.22
12160 - Medical Record Clerk	18.76
12190 - Medical Record Technician	20.98
12195 - Medical Transcriptionist	23.42
12210 - Nuclear Medicine Technologist	52.43
12221 - Nursing Assistant I	12.55
12222 - Nursing Assistant II	14.11
12223 - Nursing Assistant III	15.40
12224 - Nursing Assistant IV	17.29
12235 - Optical Dispenser	19.53
12236 - Optical Technician	15.71
12250 - Pharmacy Technician	18.96
12280 - Phlebotomist	19.71
12305 - Radiologic Technologist	36.22
12311 - Registered Nurse I	31.47

12312 - Registered Nurse II	38.49
12313 - Registered Nurse II Specialist	38.49
12314 - Registered Nurse III	48.20
12315 - Registered Nurse III Anesthetist	48.20
12316 - Registered Nurse IV	57.77
12317 - Scheduler (Drug and Alcohol Testing)	28.23
12320 - Substance Abuse Treatment Counselor	21.15
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	24.83
13012 - Exhibits Specialist II	30.76
13013 - Exhibits Specialist III	37.63
13041 - Illustrator I	27.84
13042 - Illustrator II	34.51
13043 - Illustrator III	42.16
13047 - Librarian	38.46
13050 - Library Aide/Clerk	16.49
13054 - Library Information Technology Systems Administrator	34.73
13058 - Library Technician	22.40
13061 - Media Specialist I	25.07
13062 - Media Specialist II	28.04
13063 - Media Specialist III	31.26
13071 - Photographer I	17.95
13072 - Photographer II	20.08
13073 - Photographer III	26.61
13074 - Photographer IV	33.56
13075 - Photographer V	40.61
13090 - Technical Order Library Clerk	18.25
13110 - Video Teleconference Technician	24.18
14000 - Information Technology Occupations	
14041 - Computer Operator I	17.86
14042 - Computer Operator II	19.98
14043 - Computer Operator III	22.89
14044 - Computer Operator IV	25.73
14045 - Computer Operator V	27.35
14071 - Computer Programmer I (see 1)	27.42
14072 - Computer Programmer II (see 1)	
14073 - Computer Programmer II (see 1)	
14074 - Computer Programmer IV (see 1)	
14101 - Computer Systems Analyst I (see 1)	
14102 - Computer Systems Analyst II (see 1)	
14103 - Computer Systems Analyst III (see 1)	
14150 - Peripheral Equipment Operator	17.86
14160 - Personal Computer Support Technician	25.73
14170 - System Support Specialist	33.61
15000 - Instructional Occupations	
15010 - Aircrew Training Devices Instructor (Non-Rated)	34.73
15020 - Aircrew Training Devices Instructor (Rated)	42.03
15030 - Air Crew Training Devices Instructor (Pilot)	50.37
15050 - Computer Based Training Specialist / Instructor	34.73
15060 - Educational Technologist	40.84
15070 - Flight Instructor (Pilot)	50.37
15080 - Graphic Artist	26.72
15085 - Maintenance Test Pilot Fixed Jet/Prop	45.17

15086 - Maintenance Test Pilot Rotary Wing	45.17
15088 - Non-Maintenance Test/Co-Pilot	45.17
15090 - Technical Instructor	25.76
15095 - Technical Instructor/Course Developer	31.51
15110 - Test Proctor	20.80
15120 - Tutor	20.80
16000 - Laundry Dry-Cleaning Pressing And Related Occupations	
16010 - Assembler	
16030 - Counter Attendant	
16040 - Dry Cleaner	
16070 - Finisher Flatwork Machine	
16090 - Presser Hand	
16110 - Presser Machine Drycleaning	
16130 - Presser Machine Shirts	
16160 - Presser Machine Wearing Apparel Laundry	
16190 - Sewing Machine Operator	
16220 - Tailor	
16250 - Washer Machine	
19000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	22.49
19040 - Tool And Die Maker	27.27
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	17.57
21030 - Material Coordinator	23.51
21040 - Material Expediter	23.51
21050 - Material Handling Laborer	13.39
21071 - Order Filler	13.32
21080 - Production Line Worker (Food Processing)	17.57
21110 - Shipping Packer	15.32
21130 - Shipping/Receiving Clerk	15.32
21140 - Store Worker I	14.09
21150 - Stock Clerk	18.24
21210 - Tools And Parts Attendant	17.57
21410 - Warehouse Specialist	17.57
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	36.10
23019 - Aircraft Logs and Records Technician	28.18
23021 - Aircraft Mechanic I	34.09
23022 - Aircraft Mechanic II	36.10
23023 - Aircraft Mechanic III	37.52
23040 - Aircraft Mechanic Helper	23.90
23050 - Aircraft Painter	32.11
23060 - Aircraft Servicer	28.18
23070 - Aircraft Survival Flight Equipment Technician	32.11
23080 - Aircraft Worker	30.16
23091 - Aircrew Life Support Equipment (ALSE) Mechanic I	30.16
23092 - Aircrew Life Support Equipment (ALSE) Mechanic II	34.09
23110 - Appliance Mechanic	22.12
23120 - Bicycle Repairer	15.47
23125 - Cable Splicer	43.89
23130 - Carpenter Maintenance	27.67
23140 - Carpet Layer	23.23

23160 - Electrician Maintenance	32.34
23181 - Electronics Technician Maintenance I	25.97
23182 - Electronics Technician Maintenance II	27.65
23183 - Electronics Technician Maintenance III	29.36
23260 - Fabric Worker	26.37
23290 - Fire Alarm System Mechanic	25.61
23310 - Fire Extinguisher Repairer	23.06
23311 - Fuel Distribution System Mechanic	34.52
23312 - Fuel Distribution System Operator	26.39
23370 - General Maintenance Worker	23.26
23380 - Ground Support Equipment Mechanic	34.09
23381 - Ground Support Equipment Servicer	28.18
23382 - Ground Support Equipment Worker	30.16
23391 - Gunsmith I	23.06
23392 - Gunsmith II	26.68
23393 - Gunsmith III	30.16
23410 - Heating Ventilation And Air-Conditioning Mechanic	
23411 - Heating Ventilation And Air Contidioning Mechanic (Research Facility)	
23430 - Heavy Equipment Mechanic	32.19
23440 - Heavy Equipment Operator	39.92
23460 - Instrument Mechanic	32.82
23465 - Laboratory/Shelter Mechanic	28.42
23470 - Laborer	13.39
23510 - Locksmith	26.86
23530 - Machinery Maintenance Mechanic	28.51
23550 - Machinist Maintenance	25.41
23580 - Maintenance Trades Helper	14.82
23591 - Metrology Technician I	32.82
23592 - Metrology Technician II	34.76
23593 - Metrology Technician III	36.12
23640 - Millwright	30.03
23710 - Office Appliance Repairer	21.95
23760 - Painter Maintenance	22.86
23790 - Pipefitter Maintenance	28.53
23810 - Plumber Maintenance	26.88
23820 - Pneudraulic Systems Mechanic	30.16
23850 - Rigger	29.87
23870 - Scale Mechanic	26.68
23890 - Sheet-Metal Worker Maintenance	28.02
23910 - Small Engine Mechanic	20.48
23931 - Telecommunications Mechanic I	28.34
23932 - Telecommunications Mechanic II	30.01
23950 - Telephone Lineman	32.19
23960 - Welder Combination Maintenance	19.75
23965 - Well Driller	29.72
23970 - Woodcraft Worker	29.87
23980 - Woodworker	22.84
24000 - Personal Needs Occupations	
24550 - Case Manager	19.39
24570 - Child Care Attendant	13.05
24580 - Child Care Center Clerk	16.03
24610 - Chore Aide	11.75

24620 - Family Readiness And Support Services Coordinator	19.39
24630 - Homemaker	19.39
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	36.73
25040 - Sewage Plant OperatorZ	36.66
25070 - Stationary Engineer	36.73
25190 - Ventilation Equipment Tender	25.74
25210 - Water Treatment Plant Operator	36.66
27000 - Protective Service Occupations	
27004 - Alarm Monitor	32.32
27007 - Baggage Inspector	14.17
27008 - Corrections Officer	34.06
27010 - Court Security Officer	38.03
27030 - Detection Dog Handler	23.77
27040 - Detention Officer	34.06
27070 - Firefighter	42.90
27101 - Guard I	14.17
27102 - Guard II	23.77
27131 - Police Officer I	47.01
27132 - Police Officer II	52.23
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	16.19
28042 - Carnival Equipment Repairer	17.66
28043 - Carnival Worker	11.93
28210 - Gate Attendant/Gate Tender	17.01
28310 - Lifeguard	16.54
28350 - Park Attendant (Aide)	19.02
28510 - Recreation Aide/Health Facility Attendant	13.88
28515 - Recreation Specialist	23.56
28630 - Sports Official	15.15
28690 - Swimming Pool Operator	20.43
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	29.25
29020 - Hatch Tender	29.25
29030 - Line Handler	29.25
29041 - Stevedore I	27.32
29042 - Stevedore II	31.14
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist Center (HFO) see 2)	44.08
30011 - Air Traffic Control Specialist Station (HFO) (see 2)	30.40
30012 - Air Traffic Control Specialist Terminal (HFO) (see 2)	33.47
30021 - Archeological Technician I	24.86
30022 - Archeological Technician II	27.81
30023 - Archeological Technician III	34.46
30030 - Cartographic Technician	34.46
30040 - Civil Engineering Technician	37.25
30051 - Cryogenic Technician I	29.72
30052 - Cryogenic Technician II	32.83
30061 - Drafter/CAD Operator I	24.86
30062 - Drafter/CAD Operator II	27.81
30063 - Drafter/CAD Operator III	31.00
30064 - Drafter/CAD Operator IV	38.15
30081 - Engineering Technician I	19.68

30082 - Engineering Technician II	22.09
30083 - Engineering Technician III	24.70
30084 - Engineering Technician IV	30.60
30085 - Engineering Technician V	37.43
30086 - Engineering Technician VI	45.29
30090 - Environmental Technician	29.33
30095 - Evidence Control Specialist	26.84
30210 - Laboratory Technician	23.13
30221 - Latent Fingerprint Technician I	41.17
30222 - Latent Fingerprint Technician II	45.48
30240 - Mathematical Technician	33.92
30361 - Paralegal/Legal Assistant I	21.83
30362 - Paralegal/Legal Assistant II	27.04
30363 - Paralegal/Legal Assistant III	33.08
30364 - Paralegal/Legal Assistant IV	40.03
30375 - Petroleum Supply Specialist	32.83
30390 - Photo-Optics Technician	33.92
30395 - Radiation Control Technician	32.83
30461 - Technical Writer I	27.70
30462 - Technical Writer II	33.89
30463 - Technical Writer III	41.00
30491 - Unexploded Ordnance (UXO) Technician I	28.01
30492 - Unexploded Ordnance (UXO) Technician II	33.89
30493 - Unexploded Ordnance (UXO) Technician III	40.63
30494 - Unexploded (UXO) Safety Escort	28.01
30495 - Unexploded (UXO) Sweep Personnel	28.01
30501 - Weather Forecaster I	31.36
30502 - Weather Forecaster II	38.17
30620 - Weather Observer Combined Upper Air Or	(see 2) 31.00
Surface Programs	
30621 - Weather Observer Senior	(see 2) 33.79
31000 - Transportation/Mobile Equipment Operation Occupations	
31010 - Airplane Pilot	33.89
31020 - Bus Aide	15.73
31030 - Bus Driver	22.67
31043 - Driver Courier	15.06
31260 - Parking and Lot Attendant	12.27
31290 - Shuttle Bus Driver	16.42
31310 - Taxi Driver	14.37
31361 - Truckdriver Light	16.42
31362 - Truckdriver Medium	20.63
31363 - Truckdriver Heavy	22.68
31364 - Truckdriver Tractor-Trailer	22.68
99000 - Miscellaneous Occupations	
99020 - Cabin Safety Specialist	16.53
99030 - Cashier	12.13
99050 - Desk Clerk	13.82
99095 - Embalmer	29.77
99130 - Flight Follower	28.01
99251 - Laboratory Animal Caretaker I	14.27
99252 - Laboratory Animal Caretaker II	15.56
99260 - Marketing Analyst	30.70
99310 - Mortician	34.35
99410 - Pest Controller	18.38

99510 - Photofinishing Worker	18.59
99710 - Recycling Laborer	28.36
99711 - Recycling Specialist	34.68
99730 - Refuse Collector	25.55
99810 - Sales Clerk	17.13
99820 - School Crossing Guard	13.93
99830 - Survey Party Chief	49.61
99831 - Surveying Aide	27.78
99832 - Surveying Technician	36.52
99840 - Vending Machine Attendant	13.35
99841 - Vending Machine Repairer	16.83
99842 - Vending Machine Repairer Helper	13.35

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

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$4.54 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 5 years and 4 weeks after 15

years. Length of service includes the whole span of continuous service with the present contractor or successor wherever employed and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

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

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

1) COMPUTER EMPLOYEES: Under the SCA at section 8(b) this wage determination does not apply to any employee who individually qualifies as a bona fide executive administrative or professional employee as defined in 29 C.F.R. Part 541. Because most Computer System Analysts and Computer Programmers who are compensated at a rate not less than \$27.63 (or on a salary or fee basis at a rate not less than \$455 per week) an hour would likely qualify as exempt computer professionals (29 C.F.R. 541. 400) wage rates may not be listed on this wage determination for all occupations within those job families. In addition because this wage determination may not list a wage rate for some or all occupations within those job families if the survey data indicates that the prevailing wage rate for the occupation equals or exceeds \$27.63 per hour conformances may be necessary for certain nonexempt employees. For example if an individual employee is nonexempt but nevertheless performs duties within the scope of one of the Computer Systems Analyst or Computer Programmer occupations for which this wage determination does not specify an SCA wage rate then the wage rate for that employee must be conformed in accordance with the conformance procedures described in the conformance note included on this wage determination.

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

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

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

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

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

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

** HAZARDOUS PAY DIFFERENTIAL **

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

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

** UNIFORM ALLOWANCE **

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract by the employer by the state or local law etc.) the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms

is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

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

** SERVICE CONTRACT ACT DIRECTORY OF OCCUPATIONS **

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

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

Conformance Process:

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

violation of the Act and this contract. (See 29 CFR 4.6(b)(2)(v)). When multiple wage determinations are included in a contract a separate SF-1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

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

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

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

D.2 WAGE DETERMINATION – STATE OF CALIFORNIA, COUNTY OF RIVERSIDE

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

Daniel W. Simms	Division of		Wage Determination No.: 2015-5613
Director	Wage Determinations		Revision No.: 13
			Date Of Revision: 8/2/2019

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.

State: California
Area: California County of Riverside

OCCUPATION NOTES:

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

Laundry services: Occupational wage rates and fringe benefits may be found on WD 1977-1297.

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.

 State: California

 Area: California Counties of Riverside San Bernardino

Fringe Benefits Required Follow the Occupational Listing

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		16.44
01012 - Accounting Clerk II		18.46
01013 - Accounting Clerk III		20.65
01020 - Administrative Assistant		28.24
01035 - Court Reporter		20.96
01041 - Customer Service Representative I		13.07
01042 - Customer Service Representative II		14.69
01043 - Customer Service Representative III		16.03
01051 - Data Entry Operator I		15.96
01052 - Data Entry Operator II		17.42
01060 - Dispatcher Motor Vehicle		18.84
01070 - Document Preparation Clerk		14.72
01090 - Duplicating Machine Operator		14.72
01111 - General Clerk I		14.08
01112 - General Clerk II		15.36
01113 - General Clerk III		17.70
01120 - Housing Referral Assistant		22.39
01141 - Messenger Courier		13.48
01191 - Order Clerk I		16.64
01192 - Order Clerk II		18.16
01261 - Personnel Assistant (Employment) I		17.40
01262 - Personnel Assistant (Employment) II		19.46
01263 - Personnel Assistant (Employment) III		21.69
01270 - Production Control Clerk		24.35
01290 - Rental Clerk		16.57
01300 - Scheduler Maintenance		17.83
01311 - Secretary I		17.83

01312 - Secretary II	19.42
01313 - Secretary III	22.39
01320 - Service Order Dispatcher	17.35
01410 - Supply Technician	28.24
01420 - Survey Worker	21.52
01460 - Switchboard Operator/Receptionist	14.72
01531 - Travel Clerk I	13.87
01532 - Travel Clerk II	14.94
01533 - Travel Clerk III	16.05
01611 - Word Processor I	14.68
01612 - Word Processor II	16.48
01613 - Word Processor III	18.76
05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer Fiberglass	23.71
05010 - Automotive Electrician	21.62
05040 - Automotive Glass Installer	20.26
05070 - Automotive Worker	20.26
05110 - Mobile Equipment Servicer	17.99
05130 - Motor Equipment Metal Mechanic	22.99
05160 - Motor Equipment Metal Worker	20.26
05190 - Motor Vehicle Mechanic	22.99
05220 - Motor Vehicle Mechanic Helper	16.87
05250 - Motor Vehicle Upholstery Worker	19.11
05280 - Motor Vehicle Wrecker	20.26
05310 - Painter Automotive	21.62
05340 - Radiator Repair Specialist	20.26
05370 - Tire Repairer	14.98
05400 - Transmission Repair Specialist	22.99
07000 - Food Preparation And Service Occupations	
07010 - Baker	16.27
07041 - Cook I	14.82
07042 - Cook II	17.35
07070 - Dishwasher	11.56
07130 - Food Service Worker	13.37
07210 - Meat Cutter	18.94
07260 - Waiter/Waitress	11.54
09000 - Furniture Maintenance And Repair Occupations	

09010 - Electrostatic Spray Painter	24.95
09040 - Furniture Handler	15.25
09080 - Furniture Refinisher	24.95
09090 - Furniture Refinisher Helper	18.55
09110 - Furniture Repairer Minor	21.92
09130 - Upholsterer	24.95
11000 - General Services And Support Occupations	
11030 - Cleaner Vehicles	12.22
11060 - Elevator Operator	14.69
11090 - Gardener	19.07
11122 - Housekeeping Aide	14.69
11150 - Janitor	14.69
11210 - Laborer Grounds Maintenance	13.99
11240 - Maid or Houseman	11.98
11260 - Pruner	13.31
11270 - Tractor Operator	17.38
11330 - Trail Maintenance Worker	13.99
11360 - Window Cleaner	15.21
12000 - Health Occupations	
12010 - Ambulance Driver	24.27
12011 - Breath Alcohol Technician	23.36
12012 - Certified Occupational Therapist Assistant	32.05
12015 - Certified Physical Therapist Assistant	29.98
12020 - Dental Assistant	18.54
12025 - Dental Hygienist	44.39
12030 - EKG Technician	35.39
12035 - Electroneurodiagnostic Technologist	35.39
12040 - Emergency Medical Technician	24.27
12071 - Licensed Practical Nurse I	21.98
12072 - Licensed Practical Nurse II	24.59
12073 - Licensed Practical Nurse III	27.41
12100 - Medical Assistant	15.95
12130 - Medical Laboratory Technician	22.53
12160 - Medical Record Clerk	22.38
12190 - Medical Record Technician	25.04
12195 - Medical Transcriptionist	23.09
12210 - Nuclear Medicine Technologist	51.31

12221 - Nursing Assistant I	12.41
12222 - Nursing Assistant II	13.95
12223 - Nursing Assistant III	15.53
12224 - Nursing Assistant IV	17.44
12235 - Optical Dispenser	19.86
12236 - Optical Technician	20.88
12250 - Pharmacy Technician	19.06
12280 - Phlebotomist	25.53
12305 - Radiologic Technologist	37.68
12311 - Registered Nurse I	40.86
12312 - Registered Nurse II	49.98
12313 - Registered Nurse II Specialist	49.98
12314 - Registered Nurse III	60.45
12315 - Registered Nurse III Anesthetist	60.45
12316 - Registered Nurse IV	68.50
12317 - Scheduler (Drug and Alcohol Testing)	33.00
12320 - Substance Abuse Treatment Counselor	17.59
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	23.61
13012 - Exhibits Specialist II	29.25
13013 - Exhibits Specialist III	36.92
13041 - Illustrator I	22.71
13042 - Illustrator II	28.14
13043 - Illustrator III	34.42
13047 - Librarian	31.43
13050 - Library Aide/Clerk	16.05
13054 - Library Information Technology Systems Administrator	25.79
13058 - Library Technician	17.11
13061 - Media Specialist I	20.48
13062 - Media Specialist II	22.91
13063 - Media Specialist III	25.53
13071 - Photographer I	17.88
13072 - Photographer II	21.38
13073 - Photographer III	26.50
13074 - Photographer IV	33.56
13075 - Photographer V	39.20

13090 - Technical Order Library Clerk	16.27
13110 - Video Teleconference Technician	20.53
14000 - Information Technology Occupations	
14041 - Computer Operator I	16.61
14042 - Computer Operator II	18.58
14043 - Computer Operator III	20.71
14044 - Computer Operator IV	23.02
14045 - Computer Operator V	25.49
14071 - Computer Programmer I	(see 1) 23.09
14072 - Computer Programmer II	(see 1) 27.18
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	16.61
14160 - Personal Computer Support Technician	23.02
14170 - System Support Specialist	27.06
15000 - Instructional Occupations	
15010 - Aircrew Training Devices Instructor (Non-Rated)	35.36
15020 - Aircrew Training Devices Instructor (Rated)	42.77
15030 - Air Crew Training Devices Instructor (Pilot)	51.27
15050 - Computer Based Training Specialist / Instructor	35.36
15060 - Educational Technologist	40.02
15070 - Flight Instructor (Pilot)	51.27
15080 - Graphic Artist	24.56
15085 - Maintenance Test Pilot Fixed Jet/Prop	39.29
15086 - Maintenance Test Pilot Rotary Wing	39.29
15088 - Non-Maintenance Test/Co-Pilot	39.29
15090 - Technical Instructor	31.63
15095 - Technical Instructor/Course Developer	38.76
15110 - Test Proctor	26.11
15120 - Tutor	26.11
16000 - Laundry Dry-Cleaning Pressing And Related Occupations	
16010 - Assembler	13.13
16030 - Counter Attendant	13.13
16040 - Dry Cleaner	15.02

16070 - Finisher Flatwork Machine	13.13
16090 - Presser Hand	13.13
16110 - Presser Machine Drycleaning	13.13
16130 - Presser Machine Shirts	13.13
16160 - Presser Machine Wearing Apparel Laundry	13.13
16190 - Sewing Machine Operator	15.65
16220 - Tailor	16.57
16250 - Washer Machine	13.76
19000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	25.51
19040 - Tool And Die Maker	30.46
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	19.22
21030 - Material Coordinator	24.35
21040 - Material Expediter	24.35
21050 - Material Handling Laborer	15.20
21071 - Order Filler	15.43
21080 - Production Line Worker (Food Processing)	19.22
21110 - Shipping Packer	15.24
21130 - Shipping/Receiving Clerk	15.24
21140 - Store Worker I	13.67
21150 - Stock Clerk	17.93
21210 - Tools And Parts Attendant	19.22
21410 - Warehouse Specialist	19.22
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	31.79
23019 - Aircraft Logs and Records Technician	24.54
23021 - Aircraft Mechanic I	29.88
23022 - Aircraft Mechanic II	31.79
23023 - Aircraft Mechanic III	33.67
23040 - Aircraft Mechanic Helper	21.09
23050 - Aircraft Painter	28.09
23060 - Aircraft Servicer	24.54
23070 - Aircraft Survival Flight Equipment Technician	28.09
23080 - Aircraft Worker	26.33
23091 - Aircrew Life Support Equipment (ALSE) Mechanic	26.33

I

23092 - Aircrew Life Support Equipment (ALSE) Mechanic II	29.88
23110 - Appliance Mechanic	25.51
23120 - Bicycle Repairer	20.25
23125 - Cable Splicer	31.25
23130 - Carpenter Maintenance	24.84
23140 - Carpet Layer	23.93
23160 - Electrician Maintenance	30.23
23181 - Electronics Technician Maintenance I	24.99
23182 - Electronics Technician Maintenance II	26.33
23183 - Electronics Technician Maintenance III	31.66
23260 - Fabric Worker	22.56
23290 - Fire Alarm System Mechanic	25.91
23310 - Fire Extinguisher Repairer	20.99
23311 - Fuel Distribution System Mechanic	27.48
23312 - Fuel Distribution System Operator	21.33
23370 - General Maintenance Worker	20.27
23380 - Ground Support Equipment Mechanic	29.88
23381 - Ground Support Equipment Servicer	24.54
23382 - Ground Support Equipment Worker	26.33
23391 - Gunsmith I	20.99
23392 - Gunsmith II	24.13
23393 - Gunsmith III	27.30
23410 - Heating Ventilation And Air-Conditioning Mechanic	23.87
23411 - Heating Ventilation And Air Conditioning Mechanic (Research Facility)	25.39
23430 - Heavy Equipment Mechanic	29.87
23440 - Heavy Equipment Operator	29.93
23460 - Instrument Mechanic	28.78
23465 - Laboratory/Shelter Mechanic	25.73
23470 - Laborer	15.13
23510 - Locksmith	25.51
23530 - Machinery Maintenance Mechanic	28.78
23550 - Machinist Maintenance	23.10
23580 - Maintenance Trades Helper	17.41
23591 - Metrology Technician I	28.78

23592 - Metrology Technician II	30.43
23593 - Metrology Technician III	32.11
23640 - Millwright	27.98
23710 - Office Appliance Repairer	20.46
23760 - Painter Maintenance	26.76
23790 - Pipefitter Maintenance	27.98
23810 - Plumber Maintenance	26.46
23820 - Pneudraulic Systems Mechanic	26.98
23850 - Rigger	27.30
23870 - Scale Mechanic	24.13
23890 - Sheet-Metal Worker Maintenance	27.98
23910 - Small Engine Mechanic	23.39
23931 - Telecommunications Mechanic I	26.97
23932 - Telecommunications Mechanic II	28.53
23950 - Telephone Lineman	33.78
23960 - Welder Combination Maintenance	24.02
23965 - Well Driller	27.30
23970 - Woodcraft Worker	27.30
23980 - Woodworker	20.36
24000 - Personal Needs Occupations	
24550 - Case Manager	16.67
24570 - Child Care Attendant	13.17
24580 - Child Care Center Clerk	15.96
24610 - Chore Aide	11.40
24620 - Family Readiness And Support Services Coordinator	16.67
24630 - Homemaker	17.70
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	27.98
25040 - Sewage Plant Operator	28.79
25070 - Stationary Engineer	27.98
25190 - Ventilation Equipment Tender	19.75
25210 - Water Treatment Plant Operator	28.79
27000 - Protective Service Occupations	
27004 - Alarm Monitor	27.36
27007 - Baggage Inspector	17.26
27008 - Corrections Officer	27.37

27010 - Court Security Officer	27.60
27030 - Detection Dog Handler	21.22
27040 - Detention Officer	27.37
27070 - Firefighter	25.41
27101 - Guard I	17.26
27102 - Guard II	21.22
27131 - Police Officer I	47.41
27132 - Police Officer II	52.71
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	15.48
28042 - Carnival Equipment Repairer	16.95
28043 - Carnival Worker	11.38
28210 - Gate Attendant/Gate Tender	14.30
28310 - Lifeguard	12.74
28350 - Park Attendant (Aide)	16.00
28510 - Recreation Aide/Health Facility Attendant	11.68
28515 - Recreation Specialist	19.81
28630 - Sports Official	12.73
28690 - Swimming Pool Operator	19.58
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	28.29
29020 - Hatch Tender	28.29
29030 - Line Handler	28.29
29041 - Stevedore I	26.44
29042 - Stevedore II	30.15
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	20.33
30022 - Archeological Technician II	22.74
30023 - Archeological Technician III	28.16
30030 - Cartographic Technician	28.16
30040 - Civil Engineering Technician	32.42
30051 - Cryogenic Technician I	25.70
30052 - Cryogenic Technician II	28.39
30061 - Drafter/CAD Operator I	20.33

30062 - Drafter/CAD Operator II	22.74
30063 - Drafter/CAD Operator III	25.34
30064 - Drafter/CAD Operator IV	31.19
30081 - Engineering Technician I	16.86
30082 - Engineering Technician II	18.93
30083 - Engineering Technician III	21.17
30084 - Engineering Technician IV	26.23
30085 - Engineering Technician V	32.20
30086 - Engineering Technician VI	38.82
30090 - Environmental Technician	23.61
30095 - Evidence Control Specialist	23.20
30210 - Laboratory Technician	20.88
30221 - Latent Fingerprint Technician I	25.42
30222 - Latent Fingerprint Technician II	28.07
30240 - Mathematical Technician	28.16
30361 - Paralegal/Legal Assistant I	18.92
30362 - Paralegal/Legal Assistant II	24.85
30363 - Paralegal/Legal Assistant III	30.39
30364 - Paralegal/Legal Assistant IV	36.76
30375 - Petroleum Supply Specialist	28.39
30390 - Photo-Optics Technician	28.16
30395 - Radiation Control Technician	28.39
30461 - Technical Writer I	24.40
30462 - Technical Writer II	29.85
30463 - Technical Writer III	36.10
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	31.19
30502 - Weather Forecaster II	37.94
30620 - Weather Observer Combined Upper Air Or Surface Programs	(see 2) 25.34
30621 - Weather Observer Senior	(see 2) 27.83
31000 - Transportation/Mobile Equipment Operation Occupations	
31010 - Airplane Pilot	29.82

31020 - Bus Aide	12.80
31030 - Bus Driver	18.75
31043 - Driver Courier	14.17
31260 - Parking and Lot Attendant	12.18
31290 - Shuttle Bus Driver	15.55
31310 - Taxi Driver	12.73
31361 - Truckdriver Light	15.55
31362 - Truckdriver Medium	18.52
31363 - Truckdriver Heavy	20.48
31364 - Truckdriver Tractor-Trailer	20.48
99000 - Miscellaneous Occupations	
99020 - Cabin Safety Specialist	14.54
99030 - Cashier	11.97
99050 - Desk Clerk	11.47
99095 - Embalmer	25.00
99130 - Flight Follower	24.65
99251 - Laboratory Animal Caretaker I	13.99
99252 - Laboratory Animal Caretaker II	15.35
99260 - Marketing Analyst	26.60
99310 - Mortician	25.00
99410 - Pest Controller	20.17
99510 - Photofinishing Worker	15.20
99710 - Recycling Laborer	29.03
99711 - Recycling Specialist	34.68
99730 - Refuse Collector	26.22
99810 - Sales Clerk	12.41
99820 - School Crossing Guard	14.76
99830 - Survey Party Chief	38.36
99831 - Surveying Aide	20.83
99832 - Surveying Technician	28.59
99840 - Vending Machine Attendant	19.53
99841 - Vending Machine Repairer	24.32
99842 - Vending Machine Repairer Helper	19.53

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

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$4.54 per hour up to 40 hours per week or \$181.60 per week or \$786.93 per month

HEALTH & WELFARE EO 13706: \$4.22 per hour up to 40 hours per week or \$168.80 per week or \$731.47 per month*

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

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

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

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

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

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

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

(2) The design development documentation analysis creation testing or modification of computer systems or programs including prototypes based on and

related to user or system design specifications;

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

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

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

** HAZARDOUS PAY DIFFERENTIAL **

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

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

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

are only applicable to work that has been specifically designated by the agency for ordnance explosives and incendiary material differential pay.

** UNIFORM ALLOWANCE **

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

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

** SERVICE CONTRACT ACT DIRECTORY OF OCCUPATIONS **

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

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

Conformance Process:

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

The process for preparing a conformance request is as follows:

- 1) When preparing the bid the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award the contractor prepares a written report listing in order the proposed classification title(s) a Federal grade equivalency (FGE) for each proposed classification(s) job description(s) and rationale for proposed wage rate(s) including information regarding the agreement or disagreement of the authorized representative of the employees involved or where there is no authorized representative the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report

of the action together with the agency's recommendations and pertinent information including the position of the contractor and the employees to the U.S. Department of Labor Wage and Hour Division for review (See 29 CFR 4.6(b)(2)(ii)).

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

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

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

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

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

SECTION E - SOLICITATION PROVISIONS

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

This procurement is being conducted in accordance with FAR Part 13, Simplified Acquisition Procedures.

The Department of Veteran Affairs (VA) intends to award a **Firm Fixed Price Contract** to provide Bi-annual inspection and certification of Government Owned Fume Hoods, Ventilation Devices, Biological Safety Cabinets, Laminar Flow Devices, Isolator, biosafety Hazard Hoods, Sterile Workbenches and Radiation Safety Hoods at VALBHS, VALLHS, and VAGLAHS.

1. **Submitting your offer:** Submit your company's offer electronically via email to Danielle Carroll at danielle.carroll4@va.gov.
2. **Inquiry or questions:** All questions must be submitted electronically via email to the POC: Danielle Carroll at danielle.carroll4@va.gov and must be received by **3:00PM PST on September 27th, 2019**. All questions will be answered via an amendment on or about **October 2nd, 2019**.
3. **Submission deadline:** Offer is due on Friday, **October 4th, 2019 at 3:00PM PST**. Submit your offer directly via email to the POC: Danielle Carroll at danielle.carroll4@va.gov. All email attachments in response to this solicitation shall be in either Adobe or Microsoft Office format. Offeror is advised that the Government may be unable to receive other types of electronic files (e.g. compressed or zip files) or files in excess of ten (10) megabytes (MB). No other format shall be accepted.

Upon receipt, a notification confirming receipt of email will be sent to the Offeror. **It is the offeror's responsibility to ensure all required documents are included and completed as required by this solicitation.** Offer(s) shall be considered non-responsive if not received on time.

4. **Requirements for Price Proposals.** Offerors shall complete and submit the Price Schedule in section B.3.
5. **Special Standards of Responsibility** – To assist the contracting officer in determining if the special standards of responsibility applicable to this procurement are met, offerors are asked to provide the following information with their offers. Failure to include this information could result in a contracting officer's determination that an otherwise successful offeror is not eligible for contract award.

Special Standards 1. Special Certifications. Offeror shall possess the following certifications:
Certificate of Accreditation from National Sanitation Foundation (NSF)
International - Biohazard Cabinet Field Certifier Accreditation Program.
They shall submit a copy of their certificate of accreditation which shall specify the initial and expiration dates. This certification shall be verifiable on the NSF website.

Special Standards 2. Specialized Experience. Offeror shall have specialized experience providing inspections and certifications of Fume Hoods, Ventilation Devices, Biological Safety Cabinets, Laminar Flow Devices, Isolator, biosafety Hazard

Hoods, Sterile Workbenches and Radiation Safety Hoods. The contractor shall provide a narrative that describes its specialized experience providing inspections and certifications of Fume Hoods, Ventilation Devices, Biological Safety Cabinets, Laminar Flow Devices, Isolator, biosafety Hazard Hoods, Sterile Workbenches and Radiation Safety Hoods. If the Offeror intends to satisfy this requirement through use of a proposed subcontractor(s), Offeror must provide this information for each proposed subcontractor and the Offeror must identify what work will be performed by each proposed subcontractor and what work will be performed by Offeror.

(End of provision)

E.2 52.212-2 EVALUATION - COMMERCIAL ITEMS

(a) *Basis of Award.* This procurement is being conducted pursuant to FAR Part 13 procedures. The Government intends to award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation, offers the lowest price, whose offered price does not exceed the amount of funding available for the procurement, and whose offered price is found to be reasonable. Price alone is the sole evaluation factor. In addition to the general standards of responsibility found at FAR § 9.104-1, in accordance with FAR § 9.104-2, the special standards of responsibility described below apply to this procurement. **Offerors who fail to meet any special standard of responsibility will not be eligible to receive contract award.**

Special Standards of Responsibility: The following special standards of responsibility apply to this procurement:

- SP1: Special Certifications.** Offeror shall possess the following certifications: Certificate of Accreditation from National Sanitation Foundation (NSF) International - Biohazard Cabinet Field Certifier Accreditation Program.
- SP2: Specialized Experience.** Offeror shall have specialized experience providing inspections and certifications of Fume Hoods, Ventilation Devices, Biological Safety Cabinets, Laminar Flow Devices, Isolator, biosafety Hazard Hoods, Sterile Workbenches and Radiation Safety Hoods. This requirement may be met by the Offeror's proposed subcontractor(s) possessing this experience.

(b) *Evaluation Process.* Offers will be evaluated in the following manner. The lowest-priced offer will be identified. The lowest-priced offer will be evaluated to determine if the offered price exceeds the amount of funding available for the procurement. If the offered price does not exceed the amount of funding available for the procurement, the offered price will be evaluated to determine if it is reasonable. If the offered price is found to be reasonable, the offeror who submitted this offer will be identified as the "successful offeror." The contracting officer will then determine if the successful offeror is responsible using the general standards of responsibility and the special standards of responsibility applicable to this procurement. If contract award cannot be made to the successful offeror, the contracting officer will evaluate the next lowest-priced offer

following the procedures described above. This process will continue until a contract award can be made, or the contracting officer determines that no contract award can be made. The contracting officer may find all offers not acceptable and cancel the solicitation if the lowest-priced offer exceeds the amount of funding available for the procurement. The contracting officer may likewise find an offer under evaluation, as well as all remaining offers, not acceptable and cancel the solicitation if the offer currently under evaluation exceeds the amount of funding available for the procurement. The Government intends to evaluate offers and award a contract without discussions with offerors. However, the Government reserves the right to conduct discussions at any time if determined by the contracting officer to be in the Government's interest.

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

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

(End of provision)

E.3 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
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_____	_____
_____	_____
_____	_____

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

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

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

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

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

(2) Outside the United States.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

TIN: _____.

TIN has been applied for.

TIN is not required because:

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

Offeror is an agency or instrumentality of a foreign government;

Offeror is an agency or instrumentality of the Federal Government.

(4) *Type of organization*.

Sole proprietorship;

Partnership;

Corporate entity (not tax-exempt);

Corporate entity (tax-exempt);

- Government entity (Federal, State, or local);
- Foreign government;
- International organization per 26 CFR 1.6049-4;
- Other _____.

(5) *Common parent.*

- Offeror is not owned or controlled by a common parent;
- Name and TIN of common parent:

Name _____.

TIN _____.

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

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

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

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

- (i) It is, is not an inverted domestic corporation; and
- (ii) It is, is not a subsidiary of an inverted domestic corporation.

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

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

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

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

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

(iii) Certifies that the offeror, and any person owned or controlled by the offeror, does not knowingly engage in any transaction that exceeds \$3,500 with Iran's Revolutionary Guard Corps or any of its officials, agents, or affiliates, the property and interests in property of which are blocked pursuant to the

International Emergency Economic Powers Act (50 U.S.C. 1701 *et seq.*) (see OFAC’s Specially Designated Nationals and Blocked Persons List at <https://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx>).

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

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

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

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

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

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

Immediate owner CAGE code: ____.

Immediate owner legal name: ____.

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

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

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

Highest-level owner CAGE code: ____.

Highest-level owner legal name: ____.

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

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

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

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

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

(2) The Offeror represents that—

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

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

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

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

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

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

Predecessor legal name: ____.

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

(s) [Reserved]

(t) *Public Disclosure of Greenhouse Gas Emissions and Reduction Goals.* Applies in all solicitations that require offerors to register in SAM (12.301(d)(1)).

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

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

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

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

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

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

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

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

(End of Provision)

E.4 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 FAPIS 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)

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

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

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

E.5 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.6 52.233-2 SERVICE OF PROTEST (SEP 2006)

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

Hand-Carried Address:

Department of Veterans Affairs

Network Contracting Office 22
4811 Airport Plaza Drive
Suite 600
Long Beach CA 90815

Mailing Address:

Department of Veterans Affairs

Department of Veterans Affairs
4811 Airport Plaza Drive
Suite 600
Long Beach Long Beach 90815

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

(End of Provision)

E.7 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)

E.8 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.9 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)

E.10 VAAR 852.273-74 AWARD WITHOUT EXCHANGES (JAN 2003)

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

(End of Provision)